



city commission agenda

Regular Meeting

January 14, 2013
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.

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 Electric Utility Director Jerry Warren Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report a. Board Appointments <ul style="list-style-type: none">- Tod Meadors, (Fire Department) – Civil Service Board- Jeff Marcum, (Police Department) – Civil Service Board- Keep Winter Park Beautiful and Sustainable Board (regular member and alternate)- Planning and Zoning Board alternate	10 minutes
5	City Manager's Report	Projected Time
6	City Attorney's Report	Projected Time

7 Non-Action Items	Projected Time
8 Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9 Consent Agenda	Projected Time
<ul style="list-style-type: none"> a. Approve the minutes of 12/10/2012. b. Approve the following purchases and contract: <ul style="list-style-type: none"> 1. PR 150974 to Duval Ford for the purchase of nine (9) 2013 Ford Police Interceptors; \$231,804. 2. PR 151017 to Associated Consulting International for professional services for the Winter Park train station; \$92,860. 3. After-the-fact Purchase Order 148945 to Sternberg Lanterns for lamps and photo control buttons; \$163,687. 4. Continuing services contract with Gerhartz & Associates, Inc. (RFQ-16-2012), for Geographic Information System (GIS) Services and authorize the Mayor to execute the contract; \$90,000. 	5 minutes
10 Action Items Requiring Discussion	Projected Time
<ul style="list-style-type: none"> a. 90 day plan b. Extension of power supply contract with Seminole Electric Cooperative, Inc. c. Purchase \$700,000 of outstanding Electric Revenue Bonds, Series 2005A d. RFP for Federal Lobbyist e. Discussion regarding use of Lake Mendsen for stormwater from CNL and Casto properties 	30 minutes 20 minutes 15 minutes 10 minutes 30 minutes
11 Public Hearings	Projected Time
<ul style="list-style-type: none"> a. <u>Request of Atlantic Housing Partners, LLLP:</u> <ul style="list-style-type: none"> - Ordinance – Changing the existing designation of Single Family Residential to High Density Residential for property located at 861 West Canton Avenue. (2) - Ordinance – Changing the existing zoning designation of Single Family Residential (R-1A) District to Multi-Family (High Density R-4) District for property located at 861 West Canton Avenue. (2) b. <u>Request of Atlantic Housing Partners, LLLP:</u> <ul style="list-style-type: none"> - Ordinance – Changing the existing designation of Single Family Residential to High Density Residential on the rear of the property at 835 West Canton Avenue (1) - Ordinance - Changing the existing zoning designation of Single Family Residential (R-1A) District to Multi-Family (High Density R-4) District on the rear portion of the property located at 835 West Canton Avenue (1) 	15 minutes 5 minutes

c. Ordinance - Annexation of 500 E. Lake Sue Avenue (1)	10 minutes
d. Police and Fire Pension Ordinances:	
- Ordinance - Amending the Police Officers' Pension Plan (1)	15 minutes
- Ordinance - Amending the Firefighters' Pension Plan (1)	
e. Ordinance - Revising the development standards for docks on lakefront lots. (1)	20 minutes

12 City Commission Reports	Projected Time
a. Commissioner Leary	
b. Commissioner Sprinkel	
c. Commissioner Cooper	10 minutes each
d. Commissioner McMacken	
e. Mayor Bradley	

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."

2013 Board Appointments for January 14, 2013 meeting

			ID	First Name	Last Name	Home Address	City	State	Zip
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CIVIL SERVICE BOARD

- | | | | | | | | | | |
|----|---------|----------------------|------|---------|--|--|--|--|--|
| 1. | Appoint | Fire Representative | Todd | Meadors | | | | | |
| 2. | Appoint | Police Represtantive | Jeff | Marcum | | | | | |

HISTORIC PRESERVATION BOARD

- | | | | | | | | | | |
|----|----------------------|--|--|--|--|--|--|--|--|
| 1. | Appoint to Alternate | | | | | | | | |
|----|----------------------|--|--|--|--|--|--|--|--|

KEEP WINTER PARK BEAUTIFUL AND SUSTAINABLE

- | | | | | | | | | |
|----|------------|-----|----------|------------|-------------------------------------|-------------|----|-------|
| 1. | Appoint to | 251 | Patricia | Schoknecht | 220 Overlook Rd | Winter Park | FL | 32789 |
| 2. | Appoint to | 214 | Carol | Kostick | 200 St. Andrews Boulevard/Apt. 3411 | Winter Park | FL | 32792 |

PLANNING AND ZONING BOARD

- | | | | | | | | | |
|----|----------------------|--|-------|--------|------------------|-------------|----|-------|
| 1. | Appoint to Alternate | | Peter | Weldon | 700 Via Lombardy | Winter Park | FL | 32789 |
|----|----------------------|--|-------|--------|------------------|-------------|----|-------|



city commission city manager's report

item type City Manager's Report

meeting date January 14, 2013

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. This will come to the Commission for discussion in January.	January 2013
City Hall Renovation	West wing interior update substantially complete.	December 2012
Lee Road Median Update	The landscape, irrigation, and traffic plan sheets are completed, signed, sealed and submitted by a Landscape Architect.	All submittals are complete and under FDOT review. Expect permit to be issued any day.
Fairbanks Improvement Project	<p>Contract has been awarded to Masci General Contractor, Inc.</p> <p>Progress Energy continuing to study transmission/distribution lines between I-4 and 17-92.</p> <p>Project website has been set up at www.cityofwinterpark.org/fairbanks</p>	<p><u>Construction Project</u> <i>Notice to proceed issued to Contractor September 16th, 2012</i></p> <p><u>Communication Notices</u></p> <ul style="list-style-type: none">• Force main work largely completed south of Lee Road (day work)• Contractor working on Fairbanks (night work).• Project is on schedule.
Traffic Study Alford Inn	Study is complete. 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 to be ready for City Commission agenda in February.	February 2013

Tree Team Updates	Met with Tree Preservation Board on 12/20/12. Working on holding an educational session based on tree inventory study.	
Wayfinding Signs	All non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. Private property agreements under development for nine (9) locations.	
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
Post Office Discussions	Received letter from USPS on August 6, 2012 regarding right of first refusal. No action at this time.	
Organizational Support	Will be discussed along with preliminary FY14 budget	May/June 2013
Utility Billing/Recurring credit cards	New software is being implemented. Go live is expected in February 2013.	February 2013
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 has planned a joint workshop of both boards. The workshop took place on Thursday, November 29, 2012. Recommendations will be forwarded to the City Commission for their consideration in January.	January 2013
Amtrak/Sunrail Station	Groundbreaking scheduled for February 13 at 10:00 a.m. Currently negotiating contract and value engineering.	February 2013

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
December 10, 2012

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:32 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was provided by Electric Utility Director Jerry Warren, followed by the Pledge of Allegiance.

Members present:

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

Also present:

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

Approval of the agenda

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

Mayor's Report

- a. Presentation – National Arbor Day Foundation of Tree City USA Award, Growth Award and Sterling Award

Ms. Dana Sussman, Florida Department of Urban Forestry, presented the 32nd Annual Tree City USA Award, the 21st Annual Growth Award and a new Tree City USA flag. She summarized the standards the City must meet annually to continue to receive the Tree City USA Award and to receive the Growth Award.

- b. 4th Quarter 2012 Business Recognition Award

Economic Development Director Dori Stone presented Moss, Krusick & Associates with the 4th quarter 2012 City of Winter Park Business Recognition Award.

- c. Presentation – Plaques to the owners of three Orwin Manor homes that were listed on the Winter Park Register of Historic Places earlier this year

Mayor Bradley presented plaques to Mr. & Mrs. David Beaumont, Mr. & Mrs. Sam Bowers and Mr. & Mrs. Michael Spencer for having their homes listed on the Winter Park Register of Historic Places.

d. Presentation – 2012 Plant Operations Excellence Award to the Winter Park Estates Wastewater Treatment Facility

Water and Wastewater Utility Director David Zusi announced that FDEP awarded our City with the 2012 Plant Operations Excellence Award for maintaining the Winter Park Estates Wastewater Treatment Facility.

e. Board Appointments

Civil Service Board

Johnny Jallad (Re-appointment 2013-2016)

Kenneth "Kip" Marchman (Re-appointment 2013-2016)

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

Construction Board of Adjustments and Appeals

Bill Maroon (Appoint to Alternate 2012-2015)

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

Keep Winter Park Beautiful and Sustainable Board

Raymond Randall (2012-2013) – Filled remaining term of Kelda Senior

Joseph Robillard (2012-2015) – Filled remaining term of Lauren Bradley

Motion made by Mayor Bradley that the Keep Winter Park Beautiful and Sustainable Board appointments are accepted as presented; seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Pedestrian and Bicycle Safety

David Erne (Appointed as Alternate 2012-2015)

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

Planning and Zoning Board

Robert Hahn (2011-2013) – Moved from alternate to regular member to fill remaining term of George Livingston who resigned.

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

Public Art Advisory Board

Linda Cegelis (Appointed as Alternate 2012-2015)

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

Thanks given

Mayor Bradley thanked City Manager Knight and staff for their extra efforts with the numerous holiday events being orchestrated this year.

City Manager's Report:

1. City Manager Knight explained that Lake Baldwin is a no wake zone lake. Due to the City's enforceability being questioned we are going through a state approval process which requires that a public hearing be conducted by the state to formally make it a no wake zone lake. The Commission requested that once a date and time has been established for the public hearing that notice be given to the Lakes Board, City Commission and the public. City Manager Knight acknowledged.

2. City Manager Knight explained that the SunRail contractor has requested permission to work on Sundays and that the City can set the hours. After a brief discussion a majority of the Commission agreed to a start time of 12:00 noon on Sunday's from this date forward ending on January 31, 2013.

3. Commissioner McMacken asked that a timeline schedule for Fairbanks Avenue be posted to the City's website.

4. Commissioner Cooper noted that there is cracking in the train station platform and asked that it be addressed.

City Attorney's Report

Attorney Brown advised that there was a Federal court hearing today regarding the plaintiff's motion for preliminary injunction in the anti-picketing ordinance case. The judge took the case under advisement and will issue an order in due course within the next 30 days. Attorney Brown noted that the City has opposed the entry of an injunction and has moved to dismiss the lawsuit and the individually named defendants.

Non-Action Item – No items.

Consent Agenda

- a. Approve the minutes of 11/26/2012.
- b. Approve the following purchases, contracts and formal solicitation:
 - 1. PR 150861 to Mead Botanical Garden, Inc. for contribution to capital improvements; \$100,000. – **PULLED FOR DISCUSSION, SEE BELOW**
 - 2. PR 150895 to Duval Ford for purchase of three Ford F-250 trucks; \$74,022.
 - 3. PR 150897 to Wesco Turf for purchase of groundskeeping equipment; \$84,909.42.
 - 4. PR 105905 to Software House International for Enterprise renewal of software; \$60,299.
 - 5. PR 150906 to Sungard Public Sector for annual maintenance/support for ERP System; \$78,143.88.
 - 6. PR 150927 to Environmental Products & Public Safety Solutions Group for purchase of Vactor sewer cleaner; \$312,736.16.
 - 7. Piggybacking Cobb County contract #09-5408 with Garland/DBS, Inc. for roofing supplies & related products & services and authorize the Mayor to execute the piggyback contract.
 - 8. Piggybacking School District of Osceola County contract #SDOC-12-B-067-LH with ARAMARK Uniform & Career Apparel, LLC for work uniforms and supplies rental lease program and authorize the Mayor to execute the piggyback contract.
 - 9. Piggybacking the Florida Sheriff's Association contract #12-20-0905 for administrative, non-pursuit, utility vehicles, trucks & vans and other fleet equipment and authorize the Mayor to execute the Piggyback Contracts.
 - 10. Piggybacking the City of Tallahassee contract with Environmental Products & Public Safety Solutions Group for medium and heavy truck bodies and authorize the Mayor to execute the Piggyback Contract.
 - 11. Piggybacking the School District of Osceola County contract with Orlando Steel Enterprises, Inc. for fencing materials and authorize the Mayor to execute the Piggyback Contract.
 - 12. Award and subsequent Purchase Order to Pillar Construction Group, LLC for IFB-3-2013, Winter Park Train Station Rebuild Project, and authorize the Mayor to execute the contract; \$1,110.079. – **PULLED FOR DISCUSSION – SEE BELOW**
- c. Approve the 2013 Comprehensive Emergency Management Plan. – **PULLED FOR DISCUSSION – SEE BELOW**

Motion made by Commissioner McMacken to approve Consent Agenda items 'a' and 'b.2-11'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Consent Agenda Item 'b.1' - PR 150861 to Mead Botanical Garden, Inc. for contribution to capital improvements; \$100,000.

City Manager Knight addressed Commissioner Cooper's concern regarding the process as she thought that a capital improvement plan would be presented for approval prior to the distribution of funds. **Motion made by Mayor Bradley to approve Consent Agenda item 'b.1'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'b.12' - Award and subsequent Purchase Order to Pillar Construction Group, LLC for IFB-3-2013, Winter Park Train Station Rebuild Project, and authorize the Mayor to execute the contract; \$1,110,079.

Public Works Director Troy Attaway addressed Commissioner Cooper's question regarding the total project cost and the additional funding being requested. **Motion made by Commissioner Cooper to approve Consent Agenda item 'b.12'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Consent Agenda Item 'c' - Approve the 2013 Comprehensive Emergency Management Plan.

Fire Chief James White answered questions and provided background. **Motion made by Mayor Bradley to approve Consent Agenda item 'c'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Action Items Requiring Discussion

a. Strategic Plan

City Manager Knight presented the updated strategic plan and asked for direction.

Motion made by Mayor Bradley to approve the adoption of the score card and the strategic plan in this format with a caveat that staff can bring back specific recommendations on the parts that have an 'x' or are blank; seconded by Commissioner Leary.

Commissioner Cooper suggested adding a specific goal for our pension plan funding under the column labeled "target" and to add "adopt and achieve the capital budget plan" under the column labeled "measures."

City Manager Knight addressed questions and concerns regarding the impact of the scorecard. He explained that the City has a work plan for each initiative and will be tracking the progress of each item so we can achieve the measurements.

A majority of the Commission agreed that this document needs to be reviewed on a monthly or quarterly basis in order to keep track of the goals and objectives. Mayor Bradley requested City Manager Knight to report back to them in January if approved. Commissioner Leary spoke about the tax base diversification and asked that a trend be included with percentages.

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. Organizational Support

Motion made by Mayor Bradley to adopt the proposed policy as presented (see attached) to be enacted effective May 15, 2013 thus the City's fiscal year and to continue the funding that has been held for the last end of the fiscal year for the organizations which have been impacted; seconded by Commissioner Leary.

Motion amended by Commissioner Leary to the fourth bullet point so as to amend 20% to 10%, as well he would like to have it read "or in direct proportion to the contribution level"; seconded by Mayor Bradley.

Funding for the library was questioned. City Manager Knight clarified that the proposed policy is for 501(c) (3) entities and does not apply to the library. Discussion ensued regarding the need to further define the criteria in a work session, if this should only apply to 501(c) (3) organizations, if a task force should be created to provide feedback and if outside organizations should be included in the discussion.

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

City Manager Knight advised that back in October the motion was to fund these organizations through December 31, 2012 and asked for direction.

Motion made by Commissioner Cooper that the funding be released in accordance with our original budget for the annual period; seconded by Commissioner Sprinkel.

Executive Director Susan Skolfield, Winter Park Historical Association (WPHA), presented information regarding their organization to the Deputy City Clerk.

WPHA Treasurer Nina Margio disclosed information regarding their operating budget, financial accountability and insurance liability.

Jennifer Anderson, 2020 W. Fawsett, asked that the City continue the funding to outside organizations including the WPHA.

Arthur Blumenthal, 1740 Bryan Avenue, spoke in favor of the funding to WPHA.

Jon Franz, 1540 Magnolia Avenue, spoke in favor of the children's programs.

Mayor Bradley commented that he would be voting in opposition since he would prefer that a policy be in place before moving forward. **Upon a roll call vote, Mayor Bradley voted no. Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

City Manager Knight acknowledged the request to provide the Commission with copies of all financial statements received over the past 5 years from organizations that received City funding.

General Public Comment

Patrick Chapin, Winter Park Chamber of Commerce, thanked City staff and elected officials for a great weekend of holiday events.

c. City Attorney Evaluation

City Manager Knight provided a brief summary and asked for direction. It was suggested that staff and the City Manager provide feedback, what the next steps should be and if the contract should be put out for bid even though the current contract is valid for another 2 years. City Manager Knight noted that the current policy states that these types of contracts be reviewed every 5 years.

Motion made by Commissioner Leary that we put out the City Attorney contract to an RFQ with prices; seconded by Mayor Bradley.

Commissioner Cooper indicated that she will not be supporting this request and preferred to wait until the 5 year contract has expired. Commissioner Sprinkel felt the timing was not appropriate due to on-going litigations and was very satisfied with the current services being provided.

Motion amended by Commissioner Sprinkel to re-address this in 3 months (on or about March 10, 2013); seconded by Mayor Bradley. Commissioner Leary said he will be voting in opposition to the amendment since there will always be some sort of litigation going on in the City. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioner Sprinkel voted yes. Commissioners Leary, Cooper and McMacken voted no. The motion failed with a 3-2 vote.**

Upon a roll call vote (that we put out the City Attorney contract to an RFQ with prices); Mayor Bradley and Commissioner Leary voted yes. Commissioners Sprinkel, Cooper and McMacken voted no. The motion failed with a 3-2 vote.

Motion made by Mayor Bradley to accept the City Attorney's evaluation as presented; seconded by Commissioner Leary. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

d. Lease agreement with Orlando Federal Credit Union (OFCU)

City Manager Knight explained the opportunity to bring the Orlando Federal Credit Union into the former unstaffed lobby of the west wing of City Hall. He elaborated on the proposed lease agreement. A brief discussion ensued with a majority of the Commission sharing concerns with allowing an outside company to occupy a prime piece of real estate owned by the City to operate their business.

Motion made by Commissioner Cooper to deny. Motion failed for lack of a second.

Commission discussion ensued regarding the pros and cons, the alternative uses for this available space and if an alternate location is available for the credit union to occupy.

Motion made by Commissioner McMacken to deny; seconded by Commissioner Cooper. No public comments were made. **Upon a roll call vote, Mayor Bradley voted no. Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.**

A recess was taken from 5:38 p.m. to 6:02 p.m.

Public Hearings

- a. ORDINANCE NO. 2897-12: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE BY THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY OF A NOT TO EXCEED \$6,000,000 REDEVELOPMENT REFUNDING REVENUE NOTE, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING DEBT OF THE COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. David Moore, Public Financial Management, answered questions including the cost saving advantages of refinancing and the City's credit rating.

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

- b. ORDINANCE NO. 2898-12: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF REFUNDING NOTES FOR THE PURPOSE OF REFUNDING THE OUTSTANDING ORANGE AVENUE IMPROVEMENT REVENUE BOND, SERIES 2007 AND OUTSTANDING PARK AVENUE REFUNDING IMPROVEMENT REVENUE BOND, SERIES 2010 OF THE CITY; PROVIDING FOR THE PAYMENT OF SUCH REFUNDING NOTES FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED IN A RESOLUTION ADOPTED ON EVEN DATE HERewith; AND PROVIDING AN EFFECTIVE DATE. Second Reading

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

- c. RESOLUTION NO. 2114-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$2,000,000 NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2012A AND A NOT TO EXCEED \$2,200,000 NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2012B FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING DEBT OF THE CITY AS DESCRIBED HEREIN AND PAYING COSTS RELATED THERETO; PROVIDING THAT THE NOTES SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNERS OF THE NOTES; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH NOTES TO SUNTRUST BANK PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH NOTES "BANK QUALIFIED" STATUS; AUTHORIZING OTHER REQUIRED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

- d. RESOLUTION NO. 2115-12: A RESOLUTION OF THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, WINTER PARK, FLORIDA AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$6,000,000 REDEVELOPMENT REFUNDING REVENUE NOTE, SERIES 2012 TO REFUND CERTAIN OUTSTANDING DEBT OF THE AGENCY AS DESCRIBED HEREIN; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE AGENCY PAYABLE FROM TAX INCREMENT REVENUES AND OTHER FUNDS AS PROVIDED HEREIN; PLEDGING SUCH TAX INCREMENT REVENUES TO SECURE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID NOTE; PROVIDING FOR THE

RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF WINTER PARK, FLORIDA; APPOINTING AN ESCROW AGENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR THE ISSUANCE OF ADDITIONAL OBLIGATIONS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- RESOLUTION NO. 2116-12: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

- e. Request of the Winter Park YMCA for the properties located at 1751 and 1761 Palmer Avenue:

ORDINANCE NO. 2899-12: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO INSTITUTIONAL ON THE PROPERTIES AT 1751 AND 1761 PALMER AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second Reading

ORDINANCE NO. 2900-12: 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 SINGLE FAMILY (R-1A) DISTRICT TO PUBLIC, QUASI-PUBLIC (PQP) DISTRICT ON THE PROPERTIES AT 1751 AND 1761 PALMER AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second Reading

Attorney Brown read both ordinances by title.

Motion made by Commissioner Cooper to deny the first ordinance (comprehensive plan); seconded by Commissioner McMacken.

Motion made by Commissioner Cooper to deny the second ordinance (zoning); seconded by Commissioner McMacken.

John Kurash, 1050 N. Lakemont Avenue, questioned the deed restriction law.

Geri Throne, 1771 Chestnut Avenue, asked for clarity regarding the justification for the rezoning.

Attorney Frank Hamner, 405 Balmoral Avenue, spoke on behalf of the applicant in regards to deed restrictions and rezoning. He asked the Commission to reconsider the approval for the 38 parking spaces as originally requested.

Attorney Brown provided legal counsel pertaining to the laws associated with a private deed restriction.

Commissioner Cooper shared concerns and suggested tabling the issue so that a resolution can be made between the citizens and the applicant.

Upon a roll call vote on the first ordinance (comprehensive plan), Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Motion made by Commissioner Cooper to table to a time certain (our next meeting). Motion failed for lack of a second.

Upon a roll call vote on the second ordinance (zoning), Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Motion made by Mayor Bradley to adopt the first ordinance (comprehensive plan); seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

Motion made by Mayor Bradley to adopt the second ordinance (zoning); seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

Motion made by Commissioner Cooper to amend the developer's agreement stating that the reason for the buffer is to discourage future expansion and that the fountain and the water spray features would not be in the pool and that we would revert to the original parking (38 versus 30); seconded by Commissioner Leary for discussion. Following a brief discussion

on whether or not they should amend the conditions to the developers agreement;
Commissioner Cooper withdrew her motion.

f. Request of Atlantic Housing Partners, LLLP:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON THE PROPERTY AT 861 WEST CANTON AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE ZONING DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT TO MULTI-FAMILY (HIGH DENSITY R-4) DISTRICT ON THE PROPERTY AT 861 WEST CANTON AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

- Conditional Use Approval to construct a four story, 105 unit senior living facility of affordable and workforce senior housing units on the properties at 550 North Denning Drive and 861 West Canton Avenue.

Attorney Brown read both ordinances by title. He advised that this project relates to the Fair Housing Act and provided legal counsel. Since this was a quasi-judicial proceeding, communications were disclosed. Commissioners Leary and Sprinkel spoke with the applicant's attorney Rebecca Wilson. Commissioner Cooper stated there were no communications. Commissioner McMacken spoke with Rebecca Wilson and the landscape architect and greeted the applicants this evening. Mayor Bradley spoke with the developer.

Planning Director Jeff Briggs explained that Atlantic Housing Partners LLLP is requesting to develop the former site of the half-finished Denning Drive Apartment project at 550 N. Denning Drive with a four-story, 105 unit residential affordable senior housing development. The project would utilize the existing on-site three level parking garage. He explained that this project is adding a new property at 861 W. Canton Avenue, zoned R-1A, to the previous development site and removing from the previous development plan the properties at 781/783/835 W. Canton Avenue and 441/437 N. Capen Avenue. He said that in order to approve this project there are amendments required to the comprehensive plan and zoning code to rezone the property at 861 W. Canton Avenue to R-4 and the conditional use for the overall project.

Mr. Briggs summarized the Planning and Zoning Board votes to include the "final" conditional use with a revision to the parking variance to require 170 parking spaces located in the parking garage with the caveat that the parking number or ratio be reevaluated six months after the project is completed and totally occupied

to determine if the original variance requested is warranted. The approval also included the revised Development Agreement and the elimination of the former property in the former agreement.

Attorney Rebecca Wilson of the Lowndes, Drosdick, Kantor and Reed Law Firm spoke on behalf of the applicant. She presented a PowerPoint presentation which included previous approvals granted versus the significant improvements being proposed, the need for affordable housing and P&Z recommendations. She explained that this is a very good alternate development plan as compared to the previous proposed redevelopment which is vested. She addressed the site plan revisions and the creation of the open space park amenity on the Canton/Denning corner and that the new building is set back further from the street frontages which will provide more space for landscape screening for the building along the street. In terms of building size, the 2006 project was a building of 138,788 sq. ft. and the 2012 project is 124,829 sq. ft. or about 14,000 sq. ft. smaller.

Ms. Wilson submitted to the Deputy City Clerk affidavits and qualifications of the development team members and noted that the project is in compliance with the City's comprehensive plan. She advised that the Florida Housing Finance Corporation is responsible for issuing the tax credits for this project. This agency will ensure that the criteria for age and income will be met and that the project will remain as senior affordable housing for 50 years. Ms. Wilson answered questions including the parking and taxable value of the property.

A brief discussion ensued regarding the open green space, the 50 year commitment and the parking variance.

Motion made by Mayor Bradley to accept the first ordinance (comprehensive plan) on first reading; seconded by Commissioner Sprinkel.

Motion made by Mayor Bradley to accept the second ordinance (zoning) on first reading; seconded by Commissioner Sprinkel.

Motion made by Mayor Bradley to approve the conditional use request (with the recommendations by P&Z); seconded by Commissioner Sprinkel.

Commissioner Cooper shared concerns with the rezoning of single family residential to high density residential, particularly opening up the east side of Denning Drive to allow for four story buildings.

Lurlene Fletcher, 790 Lyman Avenue, spoke in opposition of the project.

Dan Bellows, 558 W. New England Avenue, spoke in favor of the request.

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, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

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

- g. Request of Marlow's Tavern: Conditional use approval: To convert the former McDonald's Restaurant at 1008 S. Orlando Avenue, Zoned C-3 into a Marlow's Tavern and Restaurant

Planning Director Jeff Briggs explained that this conditional use request is to redevelop the former McDonald's site into a Marlow's Tavern restaurant with the sale and consumption of alcoholic beverages. Conditional use was required due to this location being within 300 feet of residential properties. There are residential properties to the east (behind) along Balch and Minnesota Avenues and along Kelly and Oak Place. There are also residences to the west across Orlando Avenue on Miller and Michigan Avenues.

On December 4, 2012 the P&Z board voted 6-0 for approval subject to the following conditions: No outside speaker system is permitted; the restaurant will have closing hours of 11:00 pm on Sunday thru Thursday and midnight on Friday and Saturday; and no live amplified musical entertainment other than single acoustic acts will be allowed. Mr. Briggs answered questions and concerns.

Tom DiGiorgio, 24 NE 24th Avenue, Pompano Beach, FL spoke on behalf of the applicant. He provided a brief overview of the concept, character and operation of the restaurant/tavern. He addressed several questions including the proposed site plan and noted that the drive thru will not be in existence.

Attorney Brown provided legal counsel regarding the sale of alcohol near a residential area. He explained that the Commission can impose reasonable conditions to make the project compatible with the surrounding neighborhood to protect the residents.

Motion made by Commissioner McMacken to approve the conditional use 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.

- h. RESOLUTION NO. 2117-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR PROPERTIES LYING IN THE CITY OF WINTER PARK, TO FUND CERTAIN PUBLIC IMPROVEMENTS OF THE INSTALLATION OF UNDERGROUND ELECTRICAL/BHN FACILITIES; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attorney Brown read the resolution by title. Assistant Electric Utility Director Terry Hotard provided background and answered questions.

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

- i. RESOLUTION NO. 2118-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A HIGHWAY LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE LEE ROAD MEDIAN LANDSCAPE PROJECT.

Attorney Brown read the resolution by title. City Manager Knight explained that this is a formality that FDOT requires in order to move ahead with the Lee Road median landscape project.

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

City Commission Reports:

- a. Commissioner Leary

Commissioner Leary addressed last week's work session with Commissioner McMacken regarding the rezoning of Comstock Avenue. Both Commissioners felt the need to further define "fine dining" in our current code and to come up with a more precise conditional use process for all Park Avenue businesses. After a brief discussion, a majority of the Commission agreed that this item remain tabled so that Commissioners Leary and McMacken can work with staff and City Manager Knight to discuss this in more detail and report back with recommendations. A suggestion was made to include the merchants and landlords in the conversations.

b. Commissioner Sprinkel

Commissioner Sprinkel wished everyone happy holidays.

c. Commissioner Cooper

Commissioner Cooper asked to include all board applications in the agenda packet.

Commissioner Cooper shared concerns with not being invited to two work session meetings that were scheduled by individual Commissioners and preferred that all meetings be in a group setting. She requested that all Commissioners in the future be invited to the meeting and a notice be posted on the website to allow for public attendance. City Manager Knight noted that public notice was given.

d. Commissioner McMacken

Commissioner McMacken requested that staff include aerial drawings relating to their agenda item in the packet. A majority of the Commission agreed.

e. Mayor Bradley

Mayor Bradley requested that the 90 day plan, including the Fairbanks Avenue formed based code be addressed the first meeting in January.

Police Chief Brett Railey addressed Mayor Bradley's request for an update regarding the SWAT team competition that was held last week.

Mayor Bradley wished everyone a happy holiday season.

The meeting adjourned at 8:42 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	January 14, 2013
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.	Duval Ford	PR 150974 for the Purchase of Nine (9) 2013 Ford Police Interceptors	Total expenditure included in approve FY13 vehicle replacement fund. Amount: \$231,804	Commission approve PR 150974 to Duval Ford.
This purchase will utilize the Piggyback Contract for Florida Sheriff's Association contract 12-20-0905. The City Commission authorized the piggyback contract on December 10, 2012.				
2.	Associated Consulting, International (ACi)	PR 151017 for Professional Services for Winter Park Train Station	80% grant funded; 20% city funded. Amount: \$92,860	Commission approve PR 151017 to Associated Consulting International.
The City is currently under a continuing services contract with ACi under RFQ-2-2012. The City Commission approved the contract award on February 13, 2012.				
3.	Sternberg Lanterns	After-the-Fact Purchase Order 148945 for Lamps and Photo Control Buttons	Amount: \$163,687	Commission approve after-the-fact Purchase Order 148945 to Sternberg Lanterns.
Sternberg is an approve Sole Source vendor. Due to estimated 8-10 week lead time, approval was granted by the City Manager to generate this Purchase Order.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
4.	Gerhartz & Associates, Inc.	RFQ-16-2012 Continuing Contract for Geographic Information System (GIS) Services	Total annual expenditure included in approved FY13 budget. Amount: \$90,000	Commission approve continuing services contract with Gerhartz & Associates, Inc. and authorize the Mayor to execute the contract.
The City utilized a formal solicitation process to shortlist a firm to provide continuing geographic information systems services. The City Commission authorized staff to negotiate with this firm on November 26, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.				

**City of Winter Park
90 Day Plan
January 2013 – March 2013**

January

- Fairbanks ULI recommendations
- Progress Point
- Undergrounding policy issues (possible work session)
- Quiet zone discussion (2nd meeting)
- MLK Park dedication – January 21 @ 9:30 am

February

- Train station groundbreaking (February 13 @ 10:00 am)
- Tennis management contract

March

Non-specific

- Fire Union contract ratification
- Police Union contract ratification
- City-wide Master Plan
- Ravaudage
- Tree tour



city commission agenda item

item type	Action Items Requiring Discussion	meeting date	April 9, 2012
prepared by department division	Jerry Warren, Director Electric Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" 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 9-0 final vote		

subject

Extension of Power Supply Contract with Seminole Electric Cooperative, Inc.

motion | recommendation

Approved extension of the power supply contract with Seminole Electric Cooperative through December 31, 2015 (see attached). (Note: Staff will make a presentation with this agenda item)

background

Under the City's current power supply arrangement, Progress Energy Florida (PEF) provides 40 MW of combined cycle capacity. Fuel costs are based on natural gas prices. Seminole Electric Cooperative, Inc. (SECI) dispatches the combined cycle capacity on an hourly basis and provides supplemental power as required to meet the City's real-time load. Fuel cost under the Seminole contract is based on SECI hourly incremental energy charge or (HIEC). SECI's HIEC is a calculated fuel cost and reflects the actual increase (incremental change in fuel expense) that Seminole experiences to serve the Winter Park load. Most of SECI's MWh sold to Winter Park have come from its Midulla combined cycle plant which has an excellent heat rate and burns low cost natural gas in most hours of the year. Depending on Seminole's load and generating plant availability, some Winter Park MWh come from SECI's coal plant, SECI purchases on the power supply market and some from SECI combustion turbines burning natural gas and/or oil. Both the SECI and the PEF contracts expire December 31, 2013. SECI has offered to extend its contract to December 31, 2015 with an option for the City to terminate effective December 31, 2014 if notice is provided by May 31, 2013. PEF has declined to offer an extension on its contract.

Over the last two years, the City has enjoyed very favorable power supply costs which has allowed the City to charge very competitive electric rates (below those charged by PEF and most other Florida utilities) while at the same time maintaining a very strong financial performance. The favorable power supply costs have been driven primarily by three factors:

1. Innovative power supply arrangement with SECI and PEF which allows the City to buy a competitively priced block of power and to dispatch it as if it has its own 24x7 dispatch center (service provided by SECI).
2. Significant U.S. discoveries of shale oil and gas which has driven down the price of natural gas.
3. A Florida power supply market which has excess capacity.

The Florida power supply market is tightening due to PEF's loss of the Crystal River 3 nuclear plant, the expected retirement of PEF's Crystal River 1 and 2 coal-fired power plants, and economic recovery in Florida. The loss of PEF's generating capacity (approximately 1,700 MW) advances the statewide reduction in reserve margin to the 20% level by two years. Twenty percent is important because it represents the supply and demand situation that requires the construction of additional power plant capacity. Purchasing power supply in a tightening market suggests that the City will encounter upward price pressure on future power supply purchases.

As a 100 MW wholesale purchaser, the City of Winter Park is the largest non-generating municipal electric utility in the state. Historically, the City has periodically entered into the market looking to buy 100 MW of "All Requirements" power supply. That offers both positive and negative consequences. On the positive side, a 100 MW purchase is big enough to get the attention of the bigger suppliers like Florida Power & Light Company (FPL). On the negative side, 100 MW is a lot of power in a tightening market and it limits who you can buy from. Practically speaking 100 MW limits you to purchase from only bigger utilities like FPL, OUC, PEF, SECI, Tampa Electric Company, and JEA. In a tightening Market buying smaller blocks of power would be a better strategy since it would allow you to consider purchases from smaller utilities such as Gainesville, Lakeland, and Tallahassee or larger utilities with tightening reserve margins such as PEF.

Given the expected tightening power supply market, staff believes that the best long-term strategy is for the City to break up its power supply portfolio into smaller pieces that have different contract term lengths. This will put the City in a position to enter the market from time to time purchasing smaller blocks of power from a variety of suppliers. To do that will require an entity such as SECI that is willing to dispatch the City's power supply blocks on an hour-by-hour basis and to provide the additional supplemental power necessary to meet the City's full load requirements on a real time basis.

Given the upcoming expiration of the City's contracts with SECI and PEF, SECI's willingness to extend its contract, and PEF's refusal to extend, places the City in an ideal position to shift power supply strategies. To make this shift, two elements must be put in place 1) a dispatch/supplemental power function and 2) the purchase of approximately 40 – 50 MW of smaller blocks of power to replace the loss of the PEF combined cycle piece. Staff recommends that the SECI contract be extended and the PEF portion be replaced. Toward that end staff recommends the extension of the SECI agreement and has issued an Invitation to Negotiate (ITN-13-2013) seeking purchases of multiple blocks of power (10-50 MW) for terms of 1 to 10 years. Responses from suppliers are due January 31. Staff expects evaluation and negotiations with interested suppliers to take a minimum of 90 days. Contracts should be available for City Commission consideration and action by summer 2013.

Major contract provisions in SECI's proposed extension include the following:

- Extension of SECI dispatch and supplemental power functions through December 31, 2015
- City can terminate the SECI agreement effective December 31, 2014 but must notify SECI by May 31, 2013 of its intention to do so.
- 2013 Demand Charge of \$6.50/kw-month applies to 2014 and increases to \$6.75 in 2015
- The 2013 non-fuel energy charge of \$4.00/MWh increases to \$4.12/MWh in 2014 and \$4.25/MWh in 2015.
- Allows SECI to sell the City "dump energy" at prices lower than HIEC.
- Under the extended contract Seminole is allowing seasonal flexibility in replacing the 40 MW of PEF combined cycle capacity. For instance the City would be allowed to purchase 50 MW from other sources during the summer months and 30MW during the winter months. This helps SECI by limiting the amount it has to sell Winter Park during SECI's peak months and gives the City the opportunity to find better fuel cost power supply options during those same months.

Fiscal impact

Staff believes that the strategy of breaking the City's power supply portfolio into smaller blocks with different term lengths offers the best strategy for keeping wholesale power supply costs at or below that of the competition. Since wholesale power supply makes up about 2/3 of the cost of retail electricity, low cost power supply is the single most important factor in keeping retail rates low while at the same time maintaining strong financial performance. The SECI extension requires an increase in the non-fuel energy charge for both 2014 and 2015 and an increase in the capacity charge in 2015. See table below:

Year	Capacity Charge \$/kw	Non-Fuel Energy \$/MWh	Fuel
2011	\$6.00	\$3.50	HIEC
2012	\$6.25	\$3.75	HIEC
2013	\$6.50	\$4.00	HIEC
2014	\$6.50	\$4.12	HIEC
2015	\$6.75	\$4.25	HIEC

Staff believes the increases in cost are modest and will have only a minor impact on the cost of wholesale power in 2014 and 2015. To provide perspective, the total annual cost of wholesale power during fiscal year 2012 was \$24,059,566. A 25¢/kw increase in the SECI capacity charge and a 12¢/MWh increase in the SECI non-fuel energy charge would have increased the total annual wholesale power cost by \$134k or about 0.6%.

Attachments: Amended and Restated Power Sales Agreement Between Seminole Electric Cooperative, Inc. and City Of Winter Park, Florida

POWER SUPPLY BRIEFING – POWERPOINT

**AMENDED AND RESTATED POWER SALES AGREEMENT
BETWEEN
SEMINOLE ELECTRIC COOPERATIVE, INC.
AND
CITY OF WINTER PARK, FLORIDA**

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**AMENDED AND RESTATED POWER SALES AGREEMENT
BETWEEN
SEMINOLE ELECTRIC COOPERATIVE, INC.
AND
CITY OF WINTER PARK, FLORIDA**

This Amended and Restated Agreement for the purchase and sale of electric capacity and energy (the "Agreement") dated as of this _____ day of January, 2013, is made and entered into by Seminole Electric Cooperative, Inc. ("Seminole" or the "Seller") and the City of Winter Park, Florida ("City" or the "Customer"). The Seller and the Customer are sometimes herein referred to individually as "Party" and collectively as "Parties."

WHEREAS

1. The Seller is a generation and transmission cooperative incorporated in the State of Florida, which owns and purchases electric generation capacity for resale to its member systems; and

2. The Customer is a political subdivision of the State of Florida, and is a municipally-owned electric distribution utility; and

3. The Parties desire that from January 1, 2011 through December 31, 2013, Seller will sell to the Customer and the Customer will purchase from Seller all of the Customer's requirements for electric capacity and energy, net of the Customer's purchases from Florida Power Corporation, d/b/a Progress Energy Florida ("PEF"), pursuant to the terms and conditions set out in this Agreement; and

4. The Parties desire to extend this Agreement for the period from January 1, 2014, through December 31, 2015, during which period Seller will sell to the Customer and the Customer will purchase from Seller all of the Customer's requirements for electric capacity and energy, net of the Customer's purchases from third parties, which third party purchases shall never be less than 30 MW or more than 50 MW, pursuant to the terms and conditions set out in this Agreement; and

5. The Parties executed a Power Sales Agreement dated October 29, 2010, for the Seller to provide power supply to the Customer for calendar years 2011-2013 ("2010 Agreement"), which, as of the Effective Date, is being superseded in its entirety by this Agreement.

NOW THEREFORE

In consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE 1.
DEFINITIONS**

When used in this Agreement, terms with initial capitalization shall have the following meanings:

- (a) **Acceptable Creditworthiness** shall have the meaning set forth in **ARTICLE 11(b)** of this Agreement.

- (b) **Aggregate Renewable Capacity Limit** shall mean two thousand five hundred sixty (2,560) kW.
- (c) **Agreement** shall have the meaning set forth in the preamble of this Amended and Restated Power Sales Agreement.
- (d) **Business Day** shall mean any day except Saturdays, Sundays, and Federal Reserve Bank holidays.
- (e) **Capital Improvement** means any modification or alteration of equipment or components or addition of equipment or components at one of the Seller's System Resources, with an actual cost to Seller in excess of two hundred fifty thousand dollars (\$250,000).
- (f) **Delivery Period** shall mean the period from hour ending 0100, January 1, 2011, to and including hour ending 2400 December 31, 2015.
- (g) **Demand Charge** shall have the meaning set forth in **SUBARTICLE 6(A)** of this Agreement.
- (h) **Due Date** shall have the meaning set forth in **ARTICLE 11** of this Agreement.
- (i) **Effective Date** shall have the meaning set forth in **ARTICLE 3(a)** of this Agreement.
- (j) **Energy Usage** shall mean the Customer's hourly billing energy (in MWh) during the billing month as metered at the Customer's Points of Delivery, minus the MWh of energy scheduled to and purchased by the Customer under the PEF Contract or the Third Party Power Supply Agreements, as applicable, at the Points of Receipt to serve its energy requirements during each hour of the billing month (as adjusted down for Losses to the Points of Delivery), and minus the amount of energy supplied by the City's Renewable Energy Resources during such hour, if applicable. In any hour in which the total MWh scheduled under the PEF Contract or the Third Party Power Supply Agreements, as applicable, as adjusted down for Losses to the Points of Delivery are in excess of the total metered MWh at the Points of Delivery, the Energy Usage (and therefore the Loss Adjusted Energy Usage) for such hour shall be zero (0). The Customer's MWh scheduled under the PEF Contract, when applicable, shall always be the first MWh assigned to the Customer's energy requirements, capped at the lesser of (i) the PEF Block, as adjusted down for Losses to the Points of Delivery, or (ii) the Customer's load requirements (in MWh) for a given hour.
- (k) **Event(s) of Default** shall have the meaning set forth in **ARTICLE 18(a)** of this Agreement.
- (l) **FERC** shall mean the Federal Energy Regulatory Commission or its successor agency.
- (m) **Force Majeure** shall have the meaning set forth in **ARTICLE 30** of this Agreement.
- (n) **Fuel Oil Index** shall have the meaning set forth in **EXHIBIT C** of this Agreement.
- (o) **Gas Index** shall have the meaning set forth in **EXHIBIT C** of this Agreement.
- (p) **Hourly Incremental Energy Cost or HIEC** shall mean the incremental cost, as determined by Seller, that Seller incurs in supplying energy hereunder, including, but not limited to, the costs of fuel, and other variable costs, including non-fuel related energy costs from Seller's

purchased power agreements, minimum run, minimum load, fuel handling, fuel delivery, regulatory commission charges, emission allowance, emission and other variable environmental compliance costs, and any applicable taxes or assessments based on the revenues received from or quantities sold to the Customer. In no event shall the HIEC include adjustments relating to periods prior to the Delivery Period. For the avoidance of doubt, Seller shall not include any costs in the HIEC which are already being charged to the Customer hereunder, in its PEF Contract, or in the Third Party Power Supply Agreements.

- (q) **HIEC Charge** shall have the meaning set forth in **SUBARTICLE 6(B)** of this Agreement.
- (r) **Hourly Resource Fuel Rate** shall have the meaning set forth in **EXHIBIT C** of this Agreement.
- (s) **Interest Rate** shall mean the interest rate calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a, or any successor thereto.
- (t) **Losses** shall mean the amount of real energy losses, inherent in the Transmission Provider's transmission system, between the Point(s) of Receipt and the Point(s) of Delivery. The Real Power Loss factor as provided for in the OATT of the Transmission Provider shall be utilized for determining Losses for purposes of calculating the billing determinants for the HIEC Charge.
- (u) **Loss Adjusted Energy Usage** shall be the Energy Usage adjusted upward to account for Losses.
- (v) **Market Price Energy** shall have the meaning set forth in **SUBARTICLE 6(F)** of this Agreement.
- (w) **Native Load Customers** shall mean the member systems of Seminole on whose behalf Seminole has an obligation to construct and operate its electric system to reliably meet their electric needs, plus wholesale power customers that Seminole has agreed by contract to serve at the same priority as such member systems.
- (x) **Net Metering** means the metering and billing methodology whereby generation from City-owned Renewable Energy Resources or the generation of Renewable Energy by the City's retail customers is allowed to offset the City's retail electric power and energy consumption with any excess above such consumption to be delivered to the City to be utilized by the City only in the operation of its electric system.
- (y) **Non-Fuel Energy Charge** shall have the meaning set forth in **SUBARTICLE 6(C)** of this Agreement.
- (z) **OATT** shall mean the open access transmission tariff pursuant to which the Transmission Provider provides open access transmission service over its transmission system, as filed with FERC and as amended or supplemented from time to time, or any successor tariff, including a tariff of a regional transmission operator, independent system operator or independent transmission company.
- (aa) **PEF** shall mean Florida Power Corporation, doing business as Progress Energy Florida, Inc.
- (bb) **PEF Block** shall mean the forty (40) MW of system combined cycle capacity and energy, net of Losses, sold to the Customer by PEF under the PEF Contract.

- (cc) **PEF Contract** shall mean the Agreement for the Sale and Purchase of System Combined Cycle Capacity and Energy between Florida Power Corporation, Doing Business As Progress Energy Florida, Inc. and the City dated as of October 25th, 2010, as amended. For the avoidance of doubt, all costs of the PEF Contract shall be borne by Customer.
- (dd) **Performance Assurance** shall have the meaning set forth in **ARTICLE 11(c)** of this Agreement.
- (ee) **Point(s) of Delivery** shall mean the point(s) of interconnection between the Customer and the Transmission Provider, as defined in **EXHIBIT A** hereto.
- (ff) **Point(s) of Receipt** shall mean the point(s) of interconnection between the Seller or PEF, as applicable, and the Transmission Provider at which energy is delivered to the Customer.
- (gg) **Prudent Electric Utility Practice** shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment, in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent Electric Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- (hh) **Qualifying System Resource** shall have the meaning set forth in **EXHIBIT C** of the Agreement.
- (ii) **Renewable Energy** means electrical energy produced from a method that uses one or more of the following energy sources: hydrogen produced from sources other than fossil fuels, biomass, solar, geothermal, wind, ocean, or hydroelectric.
- (jj) **Renewable Energy Resource(s)** shall have the meaning set forth in **ARTICLE 24**.
- (kk) **RUS** shall mean the Rural Utilities Service of the Department of Agriculture or any successor thereto.
- (ll) **Scheduling Charge** shall have the meaning set forth in **SUBARTICLE 6(D)** of the Agreement.
- (mm) **System Resources** shall mean the portions of those owned and purchased generating resources of Seller listed in **EXHIBIT B**, which shall be designated to provide capacity and energy to the Customer under **ARTICLE 2** of this Agreement.
- (nn) **Term** shall have the meaning set forth in **ARTICLE 3(a)** of this Agreement.
- (oo) **Third Party Power Supply Agreements** shall mean any power supply contracts, excluding this Agreement, executed by Customer to supply Customer's capacity and energy requirements during the timeframe specified below. The Third Party Power Supply Agreements shall replace the capacity and energy supplied to Customer by the PEF Block during the period ending December 31, 2013, subject to any modifications made via the Customer's unilateral option further described in **SUBARTICLE 6(A)(d)** below. Such agreements may be executed with any third Party wholesale power supplier with reasonable commercial experience in

Florida or the southeastern United States, including Seller, with deliveries thereunder to commence no sooner than January 1, 2014, and to extend through the end of the Delivery Period. The Third Party Power Supply Agreements may be fueled by any fuel type, including renewable fuel sources. The Seller shall have the right to review such agreements prior to execution as further described in **ARTICLE 25(b)**.

(pp) Transmission Provider shall mean PEF or any successor that provides transmission service over the transmission facilities currently owned by PEF pursuant to the OATT.

ARTICLE 2. AMOUNTS OF CAPACITY AND ENERGY TO BE SOLD

The Seller agrees to sell to the Customer, and the Customer agrees to purchase from the Seller and pay for, the Customer's total capacity and energy needs at the Point(s) of Delivery, net of purchases made by the Customer under the PEF Contract or under Third Party Power Supply Agreements, as applicable, subject to the provisions below, including **ARTICLE 11, ARTICLE 13, ARTICLE 18 and ARTICLE 24**.

ARTICLE 3. TERM OF AGREEMENT

(a) This Agreement shall become effective on the date which is first set forth above ("Effective Date") and shall remain in effect for the Delivery Period ("Term"), unless earlier terminated hereunder. The Customer has the ability to modify the Delivery Period as described in **ARTICLE 3(b)** below.

(b) The Customer shall have the unilateral option to change the termination date of the Delivery Period from December 31, 2015, to December 31, 2014, with written notice to Seller; provided, however, that such notice must be provided by Customer to Seller no later than May 31, 2013. For the avoidance of doubt, the Delivery Period cannot be modified by the Customer after May 31, 2013.

(c) The Parties may extend this Agreement under terms and conditions agreed to by the Parties pursuant to a written amendment executed by the authorized representatives of each Party. Unless this Agreement is extended by the Parties pursuant to **ARTICLE 31**, this Agreement shall terminate at the end of the Term.

ARTICLE 4. AVAILABILITY

The Seller will provide capacity and energy to the Customer at the Point(s) of Receipt. The Seller will provide such capacity and energy with a priority that is equal to the priority the Seller gives to its other firm Native Load Customers in the Transmission Provider's balancing authority area.

ARTICLE 5. APPLICABILITY

This Agreement shall be applicable to electric capacity and energy purchased during the Term from the Seller by the Customer for its own use and for resale to its retail customers. The electric capacity and energy provided under this Agreement is three-phase 60 cycle alternating current at a standard nominal voltage, as injected into the Transmission Provider's transmission system at the Point(s) of Receipt. During the Term of the Agreement, Seller shall maintain a planning reserve margin of fifteen percent (15%) of the forecasted capacity requirements for the Customer's load net of the firm capacity provided to the Customer under the PEF Contract or under Third Party Power Supply Agreements, as applicable, with such planning margin to be determined by Seller prior to the season in which service is to be rendered. The Customer's remaining reserves shall be provided by PEF under the PEF Contract through December 31, 2013, and by third party power suppliers under Third Party Power Supply Agreements for the period beyond December 31, 2013.

ARTICLE 6. MONTHLY RATES

Service rendered hereunder shall be billed at the aggregate of the monthly Demand Charge, HIEC Charge, Non Fuel Energy Charge, Scheduling Charge and Market Price Energy charge, as set forth below:

SUBARTICLE 6(A). DEMAND CHARGE

(a) Demand Charges to be charged Customer during the Delivery Period shall be calculated as follows:

Contract Year Ending	Total Demand Charge \$/kW-Month at City's Point of Delivery
2011	\$6.00
2012	\$6.25
2013	\$6.50
2014	\$6.50
2015	\$6.75

The Demand Charge in the table above shall be applied to the Customer's maximum monthly billing demand, which shall be calculated by measuring the Customer's highest aggregate kW usage at the Points of Delivery accumulated in any thirty (30) minute period during the billing month, which shall be rounded to the nearest full MW, and then subtracting (a) the amount of the capacity supplied under the PEF Contract or under the Third Party Power Supply Agreements, as applicable, during such periods and (b) the amount of capacity supplied from the City's Renewable Energy Resources during such periods, if applicable, up to the Aggregate Renewable Capacity Limit .

(b) The Parties acknowledge that for the period from the January 1, 2011 through December 31, 2013, Seller's undertaking to serve Customer, and hence Seller's Demand Charges under this Agreement, are predicated on the fact that

Customer will purchase up to 40 MW, net of Losses, of capacity and associated energy to serve its load from PEF under the PEF Contract, and that Seller's obligation hereunder is only to serve Customer's demand requirements in excess of the PEF Block. Seller has not planned, and is not hereby contracting, to serve the portion of Customer's load that PEF is obligated to serve under the PEF Contract. In the event that PEF fails, for any reason, to deliver the energy scheduled by Seller from PEF under the PEF Contract to serve the Customer's load, Seller may at its sole discretion provide some or all of the capacity requirements not provided by PEF, which shall be reflected in the measurement of the Customer's maximum monthly billing demand under **SUBARTICLE 6(A)(a)** above. In the event Seller determines not to provide any or all of the capacity not provided by PEF, Seller will so notify Customer as soon as commercially practicable.

(c) The Parties acknowledge that for the period from January 1, 2014, through December 31, 2015, Seller's undertaking to serve Customer, and hence Seller's Demand Charges under this Agreement, are predicated on the fact that Customer will purchase 40 MW (as such amount may be modified pursuant to **SUBARTICLE 6(A)(d)** below), net of Losses, of capacity and associated energy to serve its load under Third Party Power Supply Agreements, and that Seller's obligation hereunder is only to serve Customer's demand and reserve requirements in excess of such purchases under the Third Party Power Supply Agreements. Seller has planned, and is hereby contracting, to serve only the portion of Customer's load greater than 40 MW (as such amount may be modified pursuant to **SUBARTICLE 6(A)(d)** below). In the event that any third party fails, for any reason, to deliver the energy scheduled by Seller under Third Party Power Supply Agreements to serve the Customer's load (up to the 40 MW amount or modified amount, as applicable), Seller may at its sole discretion provide some or all of the capacity and reserve requirements not provided by such third party(ies), which shall be reflected in the measurement of the Customer's maximum monthly billing demand under **SUBARTICLE 6(A)(a)** above. In the event Seller determines not to provide any or all of the capacity not provided by a third party, Seller will so notify Customer as soon as commercially practicable.

(d) **Customer Seasonal Capacity Option.** Customer shall have the unilateral right, via delivery of written notice to Seller by no later than May 31, 2013, for calendar year 2014 and by no later than May 31, 2014, for calendar year 2015, to modify the amount of MW purchased by Customer and sold by Seller hereunder in the following manner. Customer's notice, if given, shall modify the Seller's power supply sale for the year in question such that for each of the months of January through April and November through December, Seller shall provide demand, reserve requirements and energy to Customer for Customer requirements greater than 30 MW, and for the months of May through October, Seller shall provide demand, reserve requirements and energy to Customer for Customer requirements greater than 50 MW. Customer may elect this option for full calendar years only (i.e., written notification to Seller on or before May 31, 2013, would allow Customer to elect the option for 2014 only, for 2015 only, or for both calendar years and written notification to Seller on or before May 31, 2014 would allow Customer to elect the option for 2015 only). Any notification by Customer to Seller under this **SUBARTICLE 6(A)(d)** shall also be deemed to modify other affected provisions of this Agreement, including **SUBARTICLE 6(A)(a)** and **SUBARTICLE 6(A)(b)**. Customer's right to make the above-described election and Seller's obligation to accept the Customer's election of such option are subject to the

Transmission Provider's approval, acceptable to Seller in its sole discretion, of (a) the Third Party Power Supply Agreements to serve the Customer's load in its balancing area and (b) any necessary modifications to Seller's agreements with the Transmission Provider and the implementation of any software, metering or telecommunication changes necessary to implement the option, which Seller shall make commercially reasonable efforts to complete.

**SUBARTICLE 6(B).
HIEC CHARGE**

The HIEC Charge for the billing month shall be the monthly sum of the hourly HIECs, which shall be determined each hour by multiplying (a) the Customer's hourly Loss Adjusted Energy Usage times (b) the applicable Hourly Resource Fuel Rate(s) and any other applicable Hourly Incremental Energy Costs for the hour not already included in the Hourly Resource Fuel Rate (as illustrated in **EXHIBIT C**).

**SUBARTICLE 6(C).
NON-FUEL ENERGY CHARGE**

Contract Year Ending	Non-Fuel Energy Price \$/MWh
2011	\$3.50
2012	\$3.75
2013	\$4.00
2014	\$4.12
2015	\$4.25

The Non-Fuel Energy Charge shall be determined each month by multiplying the sum of the Customer's Energy Usage for the billing month times the applicable Non-Fuel Energy Price from the table above.

**SUBARTICLE 6(D).
SCHEDULING CHARGE**

The Scheduling Charge is the charge incurred by the Seller from PEF (and, if applicable, from any third parties under Third Party Power Supply Agreements) related to the dynamic transfer of energy from the Seller to the Customer plus any charges associated with scheduling Renewable Energy Resources pursuant to **ARTICLE 24**. For the avoidance of doubt, all charges for additional metering, non-Seller transmission studies, or any other third party expenses needed to implement the transfer of energy to the Customer hereunder shall be borne by Customer, including, but not limited to, any incremental costs incurred by Seller associated with the Customer's option under **SUBARTICLE 6(A)(d)**. Any such costs shall be invoiced to Customer by Seller on a pass through basis.

**SUBARTICLE 6(E).
CREDITS DUE TO CUSTOMER FROM SELLER**

As the Customer's designated scheduling agent under the PEF Contract or the Third Party Power Supply Agreements, Seller will have the right to dispatch and

purchase energy from the PEF Block or the Third Party Power Supply Agreement, as applicable, for (a) its internal use (when not needed for Customer's economic dispatch) or (b) any excess Customer energy related to Seller's economic dispatch of the PEF Block or Third Party Power Supply Agreement, as applicable, on behalf of the Customer when measured against the Customer's load requirements in the same hour. In any such instances, Seller will reimburse Customer for each MWh delivered from the PEF Block or Third Party Power Supply Agreement, as applicable, that is in excess of the Customer's load (adjusted upward for Losses to the Point of Receipt) at the hourly \$/MWh rate that such energy was purchased by Customer under the PEF Contract or Third Party Power Supply Agreement, as applicable. Seller shall advise Customer of the estimated credit to Customer for any such purchases by Seller, including the MWh, hour, and estimated hourly \$/MWh rate, and Customer shall provide the applicable invoice or billing rate to Seller to allow for the final calculation of the credit to Customer on the monthly invoice.

SUBARTICLE 6(F). MARKET PRICE ENERGY

Normally, as to energy required for Customer's hourly load requirements, Seller will schedule the most economic energy available from the PEF Block, from the Third Party Power Supply Agreement(s), or from the Seller's System Resources, as applicable, in accordance with **ARTICLE 25**. In addition, Seller, at its sole option, may provide energy from its own System Resources at a price that is less than the most economic resource available to Customer from its purchased power agreements for a given hour, which energy shall be designated as "Market Price Energy." This will permit Seller to sell Customer energy from its System Resources that, for operational reasons, is priced less by Seller than the dispatch price that would otherwise be applied to the Seller's energy resources for a given hour. The examples below illustrate the manner in which Market Price Energy would be scheduled and priced (versus the normal schedule without Market Price Energy):

Example 1 – Normal Dispatch

- Customer projected hourly load requirements - 42 MWh
 - Seller Hourly Resource Fuel Rate - \$35/MWh
 - PEF Block Estimated Cost - \$25/MWh

In Example 1, Seller would nominate 40 MWh from the PEF Block on behalf of Customer and Seller would provide the remaining 2 MWh, with a total hourly energy cost to Customer of \$1,070.

Example 2 – Market Price Energy Situation

- Customer projected hourly load requirements - 42 MWh
 - Seller Hourly Resource Fuel Rate - \$35/MWh
 - PEF Block Estimated Cost - \$25/MWh
 - Market Price Energy - \$15/MWh

In Example 2, Seller would nominate 40 MWh from its system of Market Price Energy and Seller would provide 2 MWh for the energy above the PEF Block (priced in accordance with **SUBARTICLE 6(B)**), with a total hourly energy cost to Customer of \$670.

If under normal economic dispatch, the PEF Block is the lowest cost resource available to Customer during any hour in which Seller provides Market Price Energy (as is the situation in Example 2 above), Seller shall credit PEF for the corresponding non-fuel charges it would have received (i.e., \$1.60/MWh times the number of Seller MWh that would have otherwise been delivered during the applicable hour). Seller shall provide this credit to PEF monthly. For the avoidance of doubt, the credit for non-fuel charges described in this paragraph is only applicable to the PEF Contract and energy scheduled for Customer thereunder, and a similar credit will not be made by Seller to third parties that execute any Third Party Power Supply Agreements with the Customer without further amendment to this Agreement.

ARTICLE 7. TRANSMISSION SERVICE

The Seller will provide capacity and energy to the Customer at the Point of Receipt. It is the Customer's responsibility to arrange and pay for transmission and ancillary services for the delivery of energy under this Agreement from the Point(s) of Receipt to the Point(s) of Delivery. There shall be no reduction in the rates under **ARTICLE 6** as a result of curtailments, interruptions, or reductions of transmission service or ancillary service.

ARTICLE 8. SERVICE FACILITIES AND METERING

The Seller and Customer will each furnish, install, maintain, own, and operate, at its sole cost and expense, all equipment located at the Point(s) of Delivery as required for each Party to perform its respective obligations hereunder. The amount of capacity and energy to be supplied by the Seller in each fifteen (15) minute interval during the Delivery Period shall be measured by (a) metering equipment to be furnished and installed by the Seller or (b) the existing metering equipment owned and maintained by the Transmission Provider; such measurement shall be adjusted for Losses from the Point(s) of Delivery to the Point of Receipt. The Seller's energy control center will receive a reliable telemetered load signal of the Customer's electric service requirements. The Customer may, in its discretion, install equipment to allow Customer to receive the Seller's telemetered load signals. The Customer may also provide similar metering equipment as check meters for measuring the electric service contracted for herein.

In calendar year 2014, Seller shall check PEF's billing meters and metering equipment, or seek to have PEF to check the billing meters and metering equipment, for accuracy. The Customer may request additional tests during the Delivery Period at its discretion and expense. The Seller shall provide Customer no less than fifteen (15) days' prior notice of the test date and Customer shall have the right to witness the meter tests. The Customer, upon notice to the Seller, shall have the additional right in the presence of an officer, agent, or designated employee of the Seller, to read and check PEF's billing meters and/or metering equipment, should it so desire. Should there be any disagreement as to the correctness of the readings and/or accuracy of the said billing meters and/or metering equipment, the Parties hereto shall jointly test said meters. In the event of disagreement as to tests and/or accuracy of same, the Parties hereto shall have the right to have the said meters and metering equipment tested by a

competent and impartial testing facility mutually acceptable to the Parties hereto, and the decision of said testing facility shall be considered final as to the accuracy of the said meters and metering equipment, but it is hereby stipulated that the said meters and metering equipment shall be considered accurate provided calibration is within one percent (1.0%), fast or slow, of accuracy. Should either or both of the billing meters at the Point(s) of Delivery be beyond the said range of accuracy, an adjustment shall be made for the billing through the inaccurate meter or meters for one half of the period since the last test of that meter or those meters.

ARTICLE 9. LOAD AND FUEL FORECASTS

(a) Load Forecasts. By each of January 31, 2013, December 1, 2013, and December 1, 2014, the Seller shall develop and deliver to Customer a monthly demand and energy forecast for the upcoming calendar year. The Customer shall provide timely to Seller prior to the referenced dates any pertinent information for the forecast and shall provide to Seller any known material changes to the load forecast as soon as practicable throughout the year. Further, in the event that the Customer has prior knowledge of an impending individual load of 1.0 MW or greater being either removed or added to the Customer's system, Customer shall separately notify Seller as soon as practicable.

(b) Fuel Forecasts. Each calendar quarter, Seller shall provide Customer with a forecast of Seller's Hourly HIEC for the ensuing quarter, such forecast to be provided by the 15th calendar day of the month preceding the beginning of the ensuing quarter (e.g., by March 15, Seller will provide the forecast for April-June). Seller will also provide the underlying commodity prices for the forecast, and all such information will be sent to Customer in electronic format. The first such forecast hereunder will be due on March 15, 2013.

ARTICLE 10. USE OF SERVICE

The Customer and the Seller shall cooperate with each other in obtaining the most efficient use of their facilities consistent with Prudent Electric Utility Practice to avoid, insofar as practicable, widely fluctuating loads or unbalanced loads.

ARTICLE 11. PAYMENT OF INVOICES; CREDIT SECURITY

(a) Invoices for capacity and energy supplied hereunder shall be rendered monthly by the Seller as soon as reasonably practical after the first day of each month for the prior month's capacity and energy and shall be due when rendered and payable within twenty (20) days from the invoice date ("Due Date"). The Seller shall deliver to the Customer an invoice via electronic mail which identifies and itemizes (a) the Demand Charge for that month; (b) the Non-Fuel Charge for that month; (c) the HIEC Charge for that month, including an itemization of the hourly charges applicable to the Customer's load; (d) any other applicable charges, such as scheduling or metering costs from the Transmission Provider; (e) credits due to Customer for Seller's purchase of excess energy from either of the PEF Contract or a Third Party Power Supply

Agreement; and (f) the Market Price Energy charge for that month. The Parties may net out their payment obligations to each other under this Agreement. All payments made to the Seller by the Customer hereunder shall be by electronic funds transfer or other mutually agreeable method(s) to the account designated by the Seller. Invoices not paid within said twenty (20) days shall be deemed delinquent and shall accrue interest at the Interest Rate. In the case of a disputed invoice, the Customer shall (i) pay the undisputed portion of the invoice to the Seller on or before the Due Date, and (ii) provide to the Seller, prior to the Due Date, written notification of the amount of the invoice that is in dispute and the reasons therefor. The Seller and the Customer shall fully cooperate with each other to resolve the dispute within thirty (30) days from the date that the Seller receives written notification of the dispute. If the Parties cannot resolve the dispute within the time period, either Party may seek to resolve it pursuant to **ARTICLE 19** hereof. If the Customer does not pay an invoice or dispute it pursuant to the provisions set out above, the Seller may exercise its rights as set out in this **ARTICLE 11** and in **ARTICLE 18** hereof.

(b) The Customer shall at all times maintain Acceptable Creditworthiness or shall provide Performance Assurance to the Seller. To maintain "Acceptable Creditworthiness", the Customer shall not be in default of its payment obligations as set out in **ARTICLE 11(a)** and **ARTICLE 18(a)** hereof and:

- (i) shall maintain either a credit rating (i.e. the rating assigned to its unsecured senior long-term debt obligations or Underlying Rating if there is no unsecured senior long term debt) by Standard & Poor's of at least BBB- and/or a Long Term Issuer or Underlying Rating (as defined in Standard & Poor's rating definitions), if there is no Long Term Issuer Rating, from Moody's Investor Services of at least Baa3 (as defined by Moody's Investor Services); or
- (ii) if the Customer does not have commercial credit ratings as set out in subsection (i), the Customer shall provide its most recent financial statements to the Seller which demonstrates to the Seller's reasonable satisfaction that the Customer meets standards that are at least equivalent to the standards underlying the credit ratings set out in subsection (i).

(c) "Performance Assurance" shall mean security reasonably acceptable to the Seller, limited to (i) an unconditional and irrevocable letter of credit or a cash deposit equal to the amount that the Seller estimates that the Customer will owe to the Seller for the three (3) months of the calendar year in which the Customer's bills are expected to be the highest; or (ii) a written, unconditional guaranty from an entity with Acceptable Creditworthiness that it will be responsible for all financial obligations associated with the Customer's receipt of service pursuant to this Agreement.

(d) If Customer originally demonstrates Acceptable Creditworthiness and subsequently fails to maintain Acceptable Creditworthiness, it shall notify the Seller within five (5) Business Days of the date on which it no longer meets the Acceptable Creditworthiness standards. At any time subsequent to Seller's becoming aware that Customer does not meet the Acceptable Creditworthiness standard and prior to the end of the Term, Seller may request via written notice and Customer shall then provide Performance Assurance to the Seller within fifteen (15) Business Days of the date on which Seller provides such written request for Performance Assurance.

(e) If Customer does not demonstrate Acceptable Creditworthiness and fails to provide Performance Assurance (if subsequently requested by Seller) as set out in this **ARTICLE 11**, the Seller may suspend service to Customer, provided that the Seller notifies the Customer in writing of its intent to suspend service at least fifteen (15) days prior to the date on which service is to be suspended. The Seller's right to suspend service hereunder shall be in addition to its right to take action for default pursuant to **ARTICLE 18** hereof.

ARTICLE 12. TAXES

(a) **General.** The Seller and the Customer shall each use reasonable efforts to minimize taxes applicable to the transactions to be carried out under the terms of this Agreement. Either Party, upon written request of the other, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if such Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with obtaining any exemption from or reduction of tax.

(b) **Applicable Taxes.**

(i) The Seller shall be responsible for all existing and any new sale, use, transportation, excise, business and operation, *ad valorem*, or other similar tax, imposed or levied by any governmental authority relating to the energy prior to its delivery to Customer at the Point(s) of Receipt.

(ii) The Customer shall be responsible for all existing and any new sale, use, transportation, excise, *ad valorem*, or other similar tax imposed or levied by any governmental authority relating to the sale, use or consumption of energy at and after its receipt by Customer at the Point(s) of Receipt.

(iii) If either Party is required to collect or remit any tax on behalf of the other Party as a result of the transactions contemplated in this Agreement (including any sales, use, utility or gross receipts tax, or any tax of a similar nature), the other Party shall reimburse that tax to the collecting Party, with such reimbursement to be made on an after tax basis. Neither Party shall be required to pay, or cause to be paid, any taxes measured by the income of the other Party.

(iv) To the extent allowed by Florida Statutes, Section 768.28, each Party shall indemnify, release, defend and hold harmless the other Party from and against any and all liability for (i) taxes measured by the income of the indemnifying Party and (ii) taxes imposed or assessed by any governmental authority with respect to the transactions contemplated in this Agreement that are the responsibility of such Party.

ARTICLE 13. CONTINUITY OF SERVICE

The Seller shall exercise due care and diligence to supply electric capacity and energy hereunder free from interruption; provided, however, the Seller shall not be responsible for any failure to supply electric capacity and energy, nor for interruption, reversal or abnormal voltage of the supply, if such failure, interruption, reversal or abnormal voltage is without negligence on its part. Whenever the integrity of the

Seller's system or the supply of the electricity to the Customer under this Agreement is threatened by conditions on the Seller's system or on the systems with which it is directly or indirectly interconnected, or whenever it is necessary or desirable to aid in the restoration of service, the Seller may in conformance with Prudent Electric Utility Practice and with the application of standards no more interruptive than applied in service to its Native Load Customers in the Transmission Provider's balancing area, curtail or interrupt electric capacity or energy or reduce voltage to the Customer and such curtailment, interruption or reduction shall not constitute negligence by the Seller or a Seller Event of Default.

ARTICLE 14.

LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES

(a) To the greatest extent permitted by Florida law, each Party hereto expressly agrees to indemnify and hold harmless and defend the other Party against all claims, demands, costs or expense for loss, damage or injury to persons or property in any manner directly connected with or growing out of:

- (i) any breach of contract, negligent act, or omission of the indemnifying Party, any subcontractor of that Party, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable;
- (ii) the violation by the indemnifying Party of any law, ordinance, rule, code, regulation, or order applicable to the Party in the performance of its duties and obligations under this Agreement;
- (iii) claims for infringement of any United States Patent against a Party arising out of or resulting from the performance by the indemnifying Party under this Agreement; or
- (iv) the generation or distribution of electric energy on its own side of the Point of Receipt hereunder, unless such claim or demand shall arise out of or as a result of the negligence or willful misconduct of the other Party, its agent, representatives or employees.

In any and all claims against a Party, or any of its agents or employees by any employee of the other Party, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the indemnifying Party under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

(b) To the extent allowable under Florida Statute, Section 768.28, each Party shall defend, indemnify, and hold the other Party, and its officers, directors, trustees, affiliates, agents, employees, contractors, and subcontractors harmless from and against any and all damages, claims, demands, judgments, losses, costs and expenses (including reasonable attorney's fees) under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S. C. §§ 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S. C. §§ 6901, et seq., or any other applicable federal, state, or local environmental laws or regulations, arising out of the performance of the obligations of the indemnifying Party under this Agreement, or its officers, directors, affiliates, agents, employees, contractors, or subcontractors, including, without limitation the discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances

from such equipment and/or facilities, the contamination of the soil, air, surface water, or groundwater at or around such equipment and/or facilities, or any pollution abatement, replacement, removal or other decontamination or monitoring obligations with respect thereto, except to the extent such damages are caused by the negligence or willful misconduct of, or the failure to perform and/or comply with any material provision of this Agreement (which failure relates to the incident giving rise to the claim, suit or action) by the Party claiming the indemnity. Each Party shall also reimburse the other Party for any reasonable expenses and attorney's fees incurred by such Party as a result of the Party's failure to comply with this provision.

(c) In no event, whether based in contract, tort (including negligence and strict liability), or otherwise, shall either Party be liable to the other for damages for loss of profits or revenue or the loss of use of either; claims of the customers of the other Party; loss of production; financing expenses; loss by reason of equipment shutdown or inability to operate at capacity; or incidental, indirect, special, consequential, multiple or punitive damages of any other kind or nature.

ARTICLE 15. CONDITIONS SUBSEQUENT

(a) This Agreement shall become effective as of the Effective Date; provided, however, that the obligations of the Parties to purchase and sell capacity and energy beyond December 31, 2013, as described in **ARTICLE 2**, are contingent upon the conditions subsequent set forth in this **ARTICLE 15** being either satisfied or waived in writing by the affected Party on the date(s) indicated below pursuant to the terms thereof, except as provided below. If any of the conditions subsequent is not satisfied or waived by the indicated date, this Agreement shall be deemed terminated effective midnight December 31, 2013.

- (i) The portion of Seller's System Resources being used to provide capacity and energy to the Customer hereunder is undesignated as a network resource of Seminole under the PEF OATT for the duration of the Delivery Period and the Transmission Provider provides the acceptance of such undesignation in a form acceptable to Seller, on or before June 30, 2013.
- (ii) The portion of Seller's System Resources being used to provide capacity and energy to the Customer hereunder is designated as a network resource of Customer under the PEF OATT for the duration of the Delivery Period and the Transmission Provider provides the acceptance of such designation in a form acceptable to Customer, on or before June 30, 2013.
- (iii) Any necessary amendments to the PEF Network Operating Agreement with Seller have been executed by the parties thereto by December 13, 2013, in a form acceptable to Seller, providing for the continued scheduling by Seller of capacity and energy sold to Customer by Seller, PEF, and any third parties.

- (iv) The scheduling agreement referenced in **ARTICLE 15(a)(iii)** above is approved or accepted for filing by the FERC prior to December 13, 2013, without modification, suspension, investigation, or other condition unless such modification, suspension, investigation or other condition is acceptable to PEF and Seller.
- (v) Any necessary modifications to the metering, telemetry or other communication facilities required for Seller to serve Customer under this Agreement pursuant to the scheduling agreement referenced in **ARTICLE 15(a)(iii)** above are installed and/or commercially available prior to December 13, 2013.
- (vi) This Agreement is approved or accepted by the Customer's City Commission without modification, unless such modification is acceptable to both Seller and Customer, by January 18, 2013.

ARTICLE 16. REPRESENTATIONS AND WARRANTIES

(a) As a material inducement to enter into this Agreement, each Party represents and warrants to the other Party that as of the Effective Date of the Agreement:

- (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated herein;
- (ii) subject to the provisions of **ARTICLE 15**, it has all regulatory authorizations necessary for it to legally perform its obligations hereunder or will seek to obtain same in a timely manner prior to the time that performance by such Party which requires such authorization becomes due;
- (iii) the execution, delivery, and performance of this Agreement will not conflict with or violate any rule, statute or regulation of any court, agency, or regulatory body, or any contract, agreement or arrangement to which it is a party or by which it is otherwise bound;
- (iv) this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, and each Party has all rights such that it can and will perform its obligations to the other Party in conformance with the terms and conditions of this Agreement, subject to **ARTICLE 15** and subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- (v) it has negotiated and entered into this Agreement in the ordinary course of its respective business, in good faith, for fair consideration on an arm's-length basis;
- (vi) it is not bankrupt and there are no proceedings pending or being contemplated by it, or to its knowledge, threatened against it which would result in it being or becoming bankrupt;
- (vii) there are no pending or, to its knowledge, threatened legal proceedings against it that could materially adversely affect its ability to perform its obligations under this Agreement.

(b) EXCEPT AS PROVIDED HEREIN, THE PARTIES MAKE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THEIR PERFORMANCE OR OBLIGATIONS UNDER THIS AGREEMENT, AND EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 17. TITLE AND RISK OF LOSS

Title to and risk of loss related to the energy sold hereunder shall transfer from the Seller to the Customer at the Point(s) of Receipt. The Seller warrants that it will deliver the energy purchased hereunder free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Point(s) of Receipt.

ARTICLE 18. DEFAULT

(a) Each of the following shall be an "Event of Default" under this Agreement:

(i) The failure of either Party to make any payment to the other Party as required by this Agreement within five (5) days of the date when such payment became due and payable; provided that the failure to pay an amount due shall not constitute a default if the Party from whom the payment is due has provided written notification to the other Party that it disputes the amount of the payment and has referred the matter to dispute resolution pursuant to **ARTICLE 19**. The Party to whom the payment is due must provide written notification to the non-paying Party of its failure to make a payment.

(ii) The failure by either Party to perform any obligation to the other Party under this Agreement, other than obligations for the payment of money, provided that the defaulting Party shall have been given not less than sixty (60) days' notice of such failure by the non-defaulting Party and such defaulting Party shall have unsuccessfully attempted to correct such default or shall have failed to use its reasonable best efforts to correct such default.

(iii) The insolvency or bankruptcy of a Party or its inability or admission in writing of its inability to pay its debts as they mature, or the making of a general assignment for the benefit of, or entry into any contract or arrangement with, its creditors other than the Seller's or the Customer's mortgagee, as the case may be.

(iv) The application for, or consent (by admission of material allegations of a petition or otherwise) to, the appointment of a receiver, trustee or liquidator for a Party or for all or substantially all of its assets, or its authorization of such application or consent, or the commencement of any proceedings seeking such appointment against it without such authorization, consent or application, which proceedings continue undismissed or unstayed for a period of sixty (60) days.

(v) The authorization or filing by a Party of a voluntary petition in bankruptcy or application for or consent (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction or the institution of such proceedings against a Party without such authorization, application or consent, which proceedings remain undismissed or unstayed for sixty (60) days or which result in adjudication of bankruptcy or insolvency within such time.

(vi) Any representation or warranty made by the defaulting Party in the Agreement shall prove to have been false in any material respect when made.

(vii) The failure of the Customer to provide Performance Assurance as required under **ARTICLE 11**.

(b) Whenever an Event of Default occurs, the non-defaulting Party may give the defaulting Party written notice to remedy the default. If the default shall not have been fully cured within thirty (30) days from the date of the notice or other mutually agreed upon time, the non-defaulting Party shall have all the rights it may have at law or in equity, including the right to terminate this Agreement; provided, however, if the default by the defaulting Party cannot be corrected or cured within said thirty (30) day period, then the Party shall not be in default so long as such Party commences promptly within said thirty (30) day period all actions as are necessary to cure such default, in good faith diligently pursues such cure to conclusion, provides notice to the other Party of its efforts to cure such default and cures the default within ninety (90) days of the date on which the Event of Default occurred. The right to cure in the preceding sentence does not apply to termination of the Agreement for non-payment hereunder.

ARTICLE 19.

DISPUTE RESOLUTION

(a) If a dispute between the Parties should arise under this Agreement, including for these purposes any Exhibit or updated Exhibit hereto, (i) in the first instance, the Parties shall attempt to resolve the dispute by negotiation between the members of senior management (or equivalent) of each Party, who shall meet on at least three (3) separate occasions; and (ii) if the dispute has not been resolved within sixty (60) days of the initiation of dispute procedures under (i) above, such dispute shall be resolved by binding, self-administered arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), or the rules and practice of a similar organization if the AAA should not then exist. A single arbitrator shall be selected by the Parties within thirty (30) days of a written demand for arbitration. Demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. If the Parties cannot agree on the arbitrator, then either Party may file a motion or application with the Chief Judge (or Acting Chief Judge) of the United States District Court for the Middle District of Florida to appoint the arbitrator. Any arbitrator chosen shall be a disinterested party. The arbitrator shall construe this Agreement in accordance with the laws of the State of Florida. Venue for arbitration shall be Hillsborough County, Florida. The arbitrator's reasoned opinion shall be in writing,

separately and specifically stating the findings of fact and conclusions of law on which the decision is based. Each Party shall be entitled to reasonable discovery in accordance with the Federal Rules of Civil Procedure. Only damages allowed pursuant to the Agreement may be awarded and the arbitrator shall have no authority to award consequential, treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under Florida law. The decision of the arbitrator shall be final and non-appealable. Any expense incurred in connection with hiring the arbitrator and performing the arbitration shall be shared and paid equally between the Parties; however, the Parties shall otherwise bear their attorneys' fees and costs, including costs of experts, in connection with the arbitration.

(b) Whether or not a dispute is submitted to binding arbitration, the Parties retain all rights to obtain injunctive relief and other equitable remedies to enforce their respective rights. Without limiting the generality of the foregoing, a Party may (a) petition a court of competent jurisdiction to enter a temporary restraining order or preliminary injunction to preserve the status quo pending resolution of any arbitration proceeding, and (b) commence a proceeding in any court of competent jurisdiction to enforce any arbitration award or a settlement resulting from negotiation of the Parties.

ARTICLE 20. AUDIT RIGHTS

Each Party shall have the right, at its own expense, to audit and to examine any supporting documentation related to any bill submitted or payment requested under this Agreement for capacity and energy provided to Customer. Any audit hereunder shall be undertaken by the requesting Party, or its representatives, at reasonable times and in conformance with generally accepted auditing standards. In the case where the Customer desires to review the Seller's calculation of Seller's HIEC Charges, the Customer may review any of Seller's supporting documentation at Seller's offices but may not keep or retain any such documentation or otherwise remove any such information from Seller's offices. The right to audit shall extend for a period of two (2) years following the end of the month in which service is rendered. Each Party shall fully cooperate with any audit by the other Party and retain all necessary records or documentation for the entire length of the audit period. If any audit discloses that an overpayment or underpayment has been made, the amount of such overpayment or underpayment shall promptly be paid by the obligated Party, with interest calculated at the Interest Rate from the date on which the payment should have been made to the date on which the payment or repayment is actually made. This provision and the rights of the Parties to audit shall survive the termination of this Agreement.

ARTICLE 21. ASSIGNMENT

(a) Except as provided herein, neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld. Any assignment of this Agreement in violation of this Article shall be, at the option of the non-assigning Party, void.

(b) Either Party (the “Assigning Party”) may, without the consent of the other Party:

(i) transfer or assign this Agreement to any entity (including an affiliate of the Assigning Party) whose creditworthiness is equal to or higher than that of the Assigning Party based either on Standard and Poor’s or Moody’s ratings or, if the entity does not have a such a rating, on credit assurances reasonably acceptable to the non-assigning Party, provided that such entity is financially and operationally capable, including maintaining the same level of reliability and delivering capacity and energy at the same monthly charges as the Customer would have received had the assignment not been made, of performing its obligations under this Agreement; or

(ii) transfer or assign its rights and obligations under this Agreement to any person or entity (the Assignee) succeeding to all or substantially all of the Assigning Party’s assets, provided that the Assignee’s creditworthiness is equal to or higher than that of the Assigning Party and it is financially and operationally capable of performing its obligations under this Agreement.

(c) An assignment or transfer pursuant to **ARTICLE 21(b)** may be made only if:

(i) any required regulatory approvals that may be required are obtained in connection with such transfer or assignment;

(ii) the Assignee agrees in writing to be bound by the terms and conditions of this Agreement; the Assignee has Acceptable Creditworthiness as defined in **ARTICLE 11(b)** or provides Performance Assurance pursuant to **ARTICLE 11(c)**; and

(iii) the non-assigning Party is not obligated to perform its obligations hereunder in favor of the Assignee to the extent the Assignee shall not perform the obligations of the Assigning Party.

(d) If either Party terminates its existence as a corporate entity by merger, acquisition, sale, consolidation or otherwise, or if all or substantially all of such Party’s assets are transferred to another person or business entity, without complying with this **ARTICLE 21**, the other Party shall have the right, enforceable in a court of competent jurisdiction, to enjoin the first Party’s successor from impeding or restricting such other Party’s ability to carry out its ongoing business operations, rights, and obligations.

(e) This Article and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

(f) Notwithstanding the foregoing, the Seller’s interest in this Agreement may be assigned, transferred, mortgaged or pledged by Seller without Customer’s consent for the purpose of creating a security interest for the benefit of the United States of America, acting through RUS (and thereafter the RUS, without the approval of the Customer or its Lenders, may cause the RUS’s interest in this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party).

ARTICLE 22.
ADJUSTMENT TO DEMAND CHARGE FOR MAJOR GENERATION LOSS

If Seller experiences a forced outage of either of its (a) Seminole Generating Station ("SGS") (net of any of Seller's backup capacity entitlements from the Hardee Power Station, if applicable) or (b) Midulla Generating Station ("MGS") during the Term that (1) results in a loss of 400 MW or more from either of the two generating stations and (2) such outage extends for a period of greater than one hundred eighty (180) days, such instance shall be called a "Major Generation Loss," and Customer shall be entitled to an adjustment to its Demand Charge as follows. Customer's Demand Charge shall be reduced by twenty-five percent (25%) in each month or pro rata portion thereof following the initial 180 days until the affected generating unit returns to service or the end of the Term, whichever is sooner.

ARTICLE 23.
CHANGE OF LAW

(a) The Parties acknowledge that changes in laws could increase the Seller's cost of providing capacity and/or energy hereunder ("Change in Law"). A Change in Law includes (i) the enactment, adoption, promulgation or issuance of, or a new or changed interpretation of, any statute, regulation, permit, license, judgment, order or approval by a governmental entity that takes effect after the Effective Date of this Agreement; and (ii) the imposition on the Seller by any governmental entity of any requirement with respect to compliance with the Clean Air Interstate Rule promulgated on May 12, 2005 (70 Fed. Reg. 25,162) and reinstated on August 12, 2012 after the Cross State Air Pollution Rule was vacated, and/or any repromulgation or reissuance of such rules in response to a petition for reconsideration or litigation challenging such rules, regardless of the date on which those requirements are imposed. The Customer shall pay any increased generation costs resulting from a Change in Law through an additional payment or surcharge each month ("Change in Law Surcharge"). If such Change in Law Surcharge is a result of a Capital Improvement to Seller's System Resources, Customer shall pay an amount equal to the annualized costs of the Capital Improvement for the remaining months of the Delivery Period, rounded to the nearest whole number of months. The annualized costs shall be defined as the annualized depreciation amount of the Capital Improvement, utilizing straight-line depreciation over the useful life of the applicable System Resource, plus an eight percent (8%) carrying charge per annum applied to the remaining undepreciated value of the Capital Improvement. In such instance, Customer shall pay to Seller the monthly pro rata portion (as among all of Seller's firm customers, including Customer) of the annualized costs as the Change in Law Surcharge. The prorated amount shall be determined by using as the numerator the Customer's highest twelve month peak (less any third party firm purchases) during the calendar year of the proration and by using as the denominator the twelve month peak during the same period of Seller's entire native firm load (including the Customer). Thus, for example, if the Customer's annual peak (less third party firm purchases) was 60 MW and Seller's annual firm peak load was 4,500 MW, Customer would be allocated 1.33 percent (1.33%) of the annualized Change in Law costs.

(b) If the Seller determines that a Change in Law will result or has resulted in increased generation costs to provide capacity and/or energy to the Customer under

this Agreement, the Seller shall notify the Customer of (i) the Change in Law giving rise to the increased generation costs; and (ii) the resulting increased generation costs ("Change in Law Notice"). The Change in Law Notice shall include reasonable documentation of the applicable Change in Law and the resulting increased generation costs, which shall first be netted against any decreases in generation costs resulting from a Change in Law that took effect after the Effective Date of this Agreement. If the Seller does not know the actual increased generation costs, the Change in Law Notice shall include an estimate of such costs. Within sixty (60) days after receipt of such notice, the Customer shall provide the Seller a good faith, written determination of (i) whether the increased generation costs result from a Change in Law as specified in this Agreement and (ii) whether the increased generation costs are determined in accordance with this Agreement. In the event that the Customer does not provide written notice of its determinations within such time period, the Customer shall be deemed to have agreed with the Change in Law Notice and to have agreed to pay the Change in Law Surcharge. If the Customer provides the Seller a timely written notice that it disagrees with the Change in Law Notice, the Parties shall commence discussions in an effort to address and resolve the basis for the Customer's disagreement. If the Parties are unable to resolve their disagreement within thirty (30) days after commencing such discussions, the Parties shall resolve the issue pursuant to **ARTICLE 19** hereof. Seller declares that as of the Effective Date of this Agreement, it is unaware of any planned capital projects that would be the basis for a Change in Law Notice.

(c) Notwithstanding the existence of any disagreement between the Parties regarding a Change in Law Notice, the Seller may initiate a Change in Law Surcharge (or, if applicable, an increase in the Change in Law Surcharge) in the first monthly invoice following the issuance of the Change in Law Notice; provided, however, the Seller may not include in the Change in Law Surcharge any amounts for increased generation costs incurred prior to the date of the Change in Law Notice. In the event that the Change in Law Surcharge is based on an estimate of increased generation costs or if the resolution of a dispute concerning a Change in Law Notice results in a change in a previously-invoiced Change in Law Surcharge, the Seller shall include a true-up amount in a subsequent monthly invoice (either a credit or an additional charge, as appropriate), with interest on any credit or additional charge calculated at the Interest Rate, to reflect actual increased generation costs once they are known.

(d) In the event this provision is held by a court or administrative agency of competent jurisdiction to be unenforceable or otherwise contrary to law, the Seller shall have the right to terminate this Agreement in its sole discretion upon sixty (60) days notice to the Customer without any penalty or further obligation to the Customer.

ARTICLE 24.

NET METERING AND RENEWABLE RESOURCES

Third Party Power Supply Agreements aside, the Customer may procure Renewable Energy resources from (a) power purchases from third parties, (b) from the provision of Net Metering service during the Term of this Agreement, or (c) from third parties with delivery into the Transmission Provider's balancing authority area, the combination of which are referred to herein as the "Renewable Energy Resources" and which, for purposes of adjustments to the City's Demand Charge under **SUBARTICLE**

6(A) hereunder, shall be subject to the Aggregate Renewable Capacity Limit. Renewable Energy associated with (a) or (b) above may flow into the Customer's system and would serve to reduce the Customer's capacity and energy requirements from the Seller. The amount of capacity counted towards the Aggregate Renewable Capacity Limit under the City's Net Metering tariff shall include only capacity that is owned by the City or was procured with City incentives or subsidies for its retail customers. The amount of capacity assigned to a Renewable Energy Resource for the purpose of calculating the Aggregate Renewable Capacity Limit for either a City-owned resource or from the resources described in (a) or (b) above shall be equal to an independent engineering estimate of the amount of capacity that may be provided from such resource. The amount of capacity assigned to a Renewable Energy Resource for the purpose of calculating the Aggregate Renewable Capacity Limit for a City contracted resource described in (c) above shall be equal to the maximum nameplate capacity rating of the contracted resource. Any costs incurred by Seller to implement and/or schedule any Renewable Energy Resource procured by the City shall be passed through to Customer as a Scheduling Charge under **SUBARTICLE 6(D)** of this Agreement.

Additionally, if the Customer is required under state or federal law enacted after the Effective Date to rely on renewable resources during the Term in a manner that is incompatible with this Agreement, the Parties shall immediately negotiate an amendment to this Agreement that addresses that incompatibility, including the use, if necessary, of the procedures under **ARTICLE 19**. If a mutually agreeable amendment is not reached within ninety (90) days of the commencement of negotiations and procedures under **ARTICLE 19** have not been initiated, Customer may terminate this Agreement by providing Seller with written notice, such termination to be effective upon the later of (i) ninety (90) days from the date that the notice is received by Seller or (ii) the effective date of the new state or federal renewable energy requirement.

ARTICLE 25. SCHEDULING OF CUSTOMER RESOURCES

(a) Customer hereby authorizes Seller to act as its scheduling agent under the PEF Contract and in such capacity to economically dispatch the PEF Block to serve the Customer's capacity and energy requirements through December 31, 2013. The scheduling parameters and associated provisions for the PEF Block under the PEF Contract are attached hereto as **EXHIBIT D**. Customer shall provide advance written notice to Seller of any proposed amendments to the PEF Contract after the Effective Date that affect Seller's responsibilities as its scheduling agent under this Agreement, and shall seek input from Seller regarding same; the existing **EXHIBIT D** shall be replaced without further amendment to this Agreement with any amendments to the PEF Contract affecting the existing scheduling parameters hereunder. Customer hereby agrees that Seller need only make commercially reasonable efforts to schedule the PEF Block on Customer's behalf and acknowledges that the use of the PEF Block may not be fully optimized during certain hours of the Term due to circumstances including, but not limited to, Customer's failure to notify Seller of amendments to the PEF Contract related to the scheduling of the PEF Block, lack of scheduling flexibility of the PEF Block, changes in Customer load, changes in the availability of Seller's System Resources, and changes in the forecasted versus actual fuel prices of Seller's System Resources and/or the PEF Block.

(b) For the period from January 1, 2014 through December 31, 2015, Customer hereby authorizes Seller to act as its scheduling agent under all of its Third Party Power Supply Agreements and in such capacity to economically dispatch those resources to serve the Customer's capacity and energy requirements through the applicable portion of the Delivery Period. Customer shall include Seller in the review of the scheduling parameters prior to the execution of, or amendments to, such Third Party Power Supply Agreements, and the associated provisions for such agreements will be added to this Agreement as **EXHIBIT E**, which may be updated from time to time during the Term without further amendment to this Agreement. Customer shall provide advance written notice to Seller of any proposed amendments to the Third Party Power Supply Agreements after the effective date of such agreements that affect Seller's responsibilities as the scheduling agent under this Agreement. Customer hereby agrees that Seller need only make commercially reasonable efforts to schedule the Third Party Power Supply Agreements on Customer's behalf and acknowledges that the use of the Third Party Power Supply Agreements may not be fully optimized during certain hours of the Term due to circumstances including, but not limited to, Customer's failure to notify Seller of amendments to the Third Party Power Supply Agreements related to the scheduling of the such agreements, lack of scheduling flexibility inherent to the Third Party Power Supply Agreements, changes in Customer load, changes in the availability of Seller's System Resources, and changes in the forecasted versus actual fuel prices of Seller's System Resources and/or the Third Party Power Supply Agreements.

ARTICLE 26. APPLICABLE LAW

This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

ARTICLE 27. NO WAIVER

The failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. The liability and immunity of the Customer is governed by applicable principles of sovereign immunity and the provisions of §768.28, Florida Statutes (2003), as amended, and nothing in this Agreement is intended to extend the liability of the Customer or to waive any immunity enjoyed by the Customer under that statute. Any provisions of this Agreement determined to be contrary to said principles of sovereign immunity or §768.28, Florida Statutes or create any liability or waive any immunity except as specifically provided in said principles of sovereign immunity or §768.28 shall be considered void.

**ARTICLE 28.
NOTICE**

Any notice or request made to or by either Party regarding this Agreement shall be made to:

Seller:

Seminole Electric Cooperative, Inc.
P.O. Box 272000
16313 North Dale Mabry Highway
Tampa, FL 33688-2000
Fax: 813.264.7906

Attention: Vice President, Fuels and Marketing

Customer:

City Hall
401 South Park Avenue
Winter Park, FL 32789-4386
Fax: 407.599.3491

Attention: Electric Utility Director

Either Party may specify a different person to be notified and / or different address by written notice.

**ARTICLE 29.
NO AGENCY RELATIONSHIP**

Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, or joint venture relationship between the Seller and the Customer.

**ARTICLE 30.
FORCE MAJEURE**

Neither Party shall be in breach of this Agreement for failure to perform its obligations hereunder if such failure is the result of a Force Majeure Event. A "Force Majeure Event" under this Agreement shall mean an event, occurrence, or circumstance beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure, including, but not limited to, acts of God, labor disputes (including strikes), acts of public enemies, orders or absence of necessary orders and permits of any kind which have been properly applied for, from the Government of the United States or from any State or Territory, or any of their departments, agencies or officials, or from any civil or military authority, extraordinary delay in transportation, inability to transport, store or reprocess spent nuclear fuel, lightning, severe weather, epidemics, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, war, civil disturbances, explosions, sabotage, injunction, blight, blockade, quarantine, breakage of machinery or equipment; or any other similar cause or event which is beyond the Party's reasonable control and which, wholly or in part, prevents the Party claiming Force Majeure from performing its obligations under this Agreement. Mere

economic hardship of a Party does not constitute Force Majeure. A Party which claims that its performance is being delayed or prevented as a result of a Force Majeure shall immediately provide notice of same to the other Party, shall proceed with due diligence to overcome the events or circumstance of the Force Majeure, shall use all reasonable efforts to mitigate the effects of the Force Majeure, and shall keep the other Party apprised of such efforts and their effects.

ARTICLE 31. ENTIRE AGREEMENT

The Agreement shall be the final expression of the Parties' agreement and shall be the complete and exclusive statement of the terms thereof. No statements or agreements, oral, or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification, or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, is signed by both Parties and specifically states it is an amendment to the Agreement, with the exception of the contemplated updates to **EXHIBITS C, D, and E** as described herein.

ARTICLE 32. RESERVATION OF RIGHTS

Nothing in this Agreement or the conduct or course of dealing of the Parties shall be construed or intended to imply any agreement, admission, or acknowledgment on the part of the Seller of the Customer's right to serve any particular load. Likewise, nothing in this Agreement or the conduct or course of dealing of the Parties shall be construed or intended to imply any agreement, admission, or acknowledgment on the part of the Customer of the Seller's right to serve any particular load.

ARTICLE 33. SEVERABILITY

Unless otherwise specifically provided in this Agreement, if any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force, and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, the Seller and the Customer shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.

ARTICLE 34. SURVIVAL OF PROVISIONS

Expiration or termination of the Agreement shall be without prejudice to any rights or claims of either Party against the other Party and shall not relieve either Party of any obligations which by their nature survive the expiration or termination of the Agreement, including, but not limited to, warranty, indemnification, limitation of liability and the obligation to pay amounts due for service rendered prior to the termination. Such obligations shall continue in full force and effect subsequent to and regardless of

the expiration or termination of the Agreement and until they are fully satisfied or by their nature expire.

ARTICLE 35. HEADINGS

The headings used throughout the Agreement are inserted for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.

ARTICLE 36. SUCCESSORS

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives, including any entity with which or into which a Party may be merged or which may succeed to the assets or business of a Party.

ARTICLE 37. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall provide any benefits to any third party (including, but not limited to, customers of the other Party) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

ARTICLE 38. ACKNOWLEDGMENT

Both Parties acknowledge that they have had the opportunity to have this Agreement reviewed by legal counsel of their choice and that they understand the terms and conditions herein. In the event of any ambiguity in the Agreement, such ambiguity shall not be construed against the drafter of the Agreement.

ARTICLE 39. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

SEMINOLE ELECTRIC COOPERATIVE, INC.

By: _____

Timothy S. Woodbury
CEO and General Manager
Seminole Electric Cooperative, Inc.

CITY OF WINTER PARK, FLORIDA

By: _____

Kenneth W. Bradley
Mayor
City of Winter Park

EXHIBIT A
CUSTOMER POINT(S) OF DELIVERY

**WINTER PARK CANTON SUBSTATION – THE POINT OF INTERCONNECTION
BETWEEN THE CUSTOMER AND THE TRANSMISSION PROVIDER AT THAT
SUBSTATION AT 290 NORTH ORLANDO AVENUE, WINTER PARK, FLORIDA,
32789, OR LATITUDE – 28.59964 LONGITUDE – 81.36514**

**WINTER PARK INTERLACHEN SUBSTATION – THE POINT OF
INTERCONNECTION BETWEEN THE CUSTOMER AND THE TRANSMISSION
PROVIDER AT THAT SUBSTATION AT 2531 BALFOUR COURT, WINTER PARK,
FL 32792 OR LATITUDE - 28.6037 LONGITUDE - 81.3192**

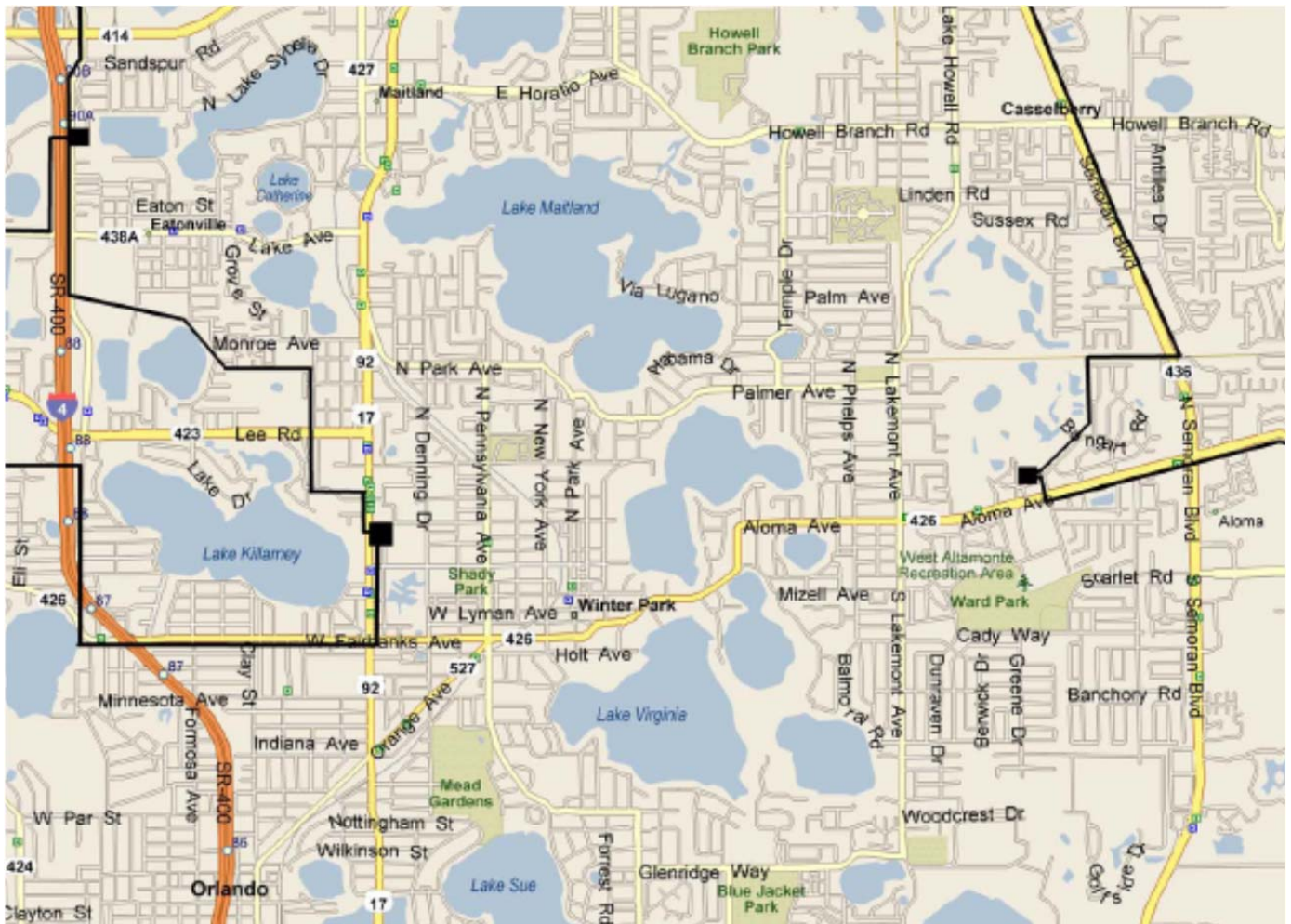


EXHIBIT B
SELLER SYSTEM RESOURCES AS OF THE EFFECTIVE DATE

SEMINOLE OWNED RESOURCES

**SEMINOLE GENERATING STATION
MIDULLA GENERATING STATION
CRYSTAL RIVER 3**

PURCHASED POWER RESOURCES

**BREVARD ENERGY, LLC
SEMINOLE ENERGY, LLC
TIMBERLINE ENERGY HERNANDO
MULTITRADE TELOGIA – TELOGIA POWER
LEE COUNTY RESOURCE RECOVERY
INVENERGY, LLC – HARDEE POWER STATION
HILLSBOROUGH COUNTY WASTE TO ENERGY
CITY OF TAMPA MCKAY BAY WASTE TO ENERGY
CALPINE CONSTRUCTION FINANCE COMPANY, LLC – OSPREY
GENON ENERGY - OSCEOLA
SOUTHERN POWER COMPANY - OLEANDER
SYSTEM PURCHASES FROM PROGRESS ENERGY FLORIDA, INC.**

EXHIBIT C
PROCEDURE FOR CALCULATING THE HOURLY HIEC
REVISION DATE - 11/19/12

The HIEC Charge shall be calculated by Seller for each hour of the Delivery Period in accordance with the following procedure:

1. For the purposes of this Exhibit C, the definitions for Energy Usage and Loss Adjusted Energy Usage herein shall be those found in Article 1 of the Agreement.
2. During a given hour, an Hourly Resource Fuel Rate for each System Resource that supplies energy on Seller's system (the "Hourly Resource Fuel Rate"), expressed in \$/MWh, shall be determined pursuant to the procedure set forth in the fourth column of the table below. The System Resources that supply energy to Customer during a given hour (excluding all of Seller's must-take resources as noted below), referred to herein as "Qualifying System Resources," shall be stacked in economic dispatch order from the Qualifying System Resource with the lowest Hourly Resource Fuel Rate that is not being used entirely to service Seller's wholesale member load (including operating reserves when requested on behalf of the Florida Reliability Coordinating Council) to the highest Hourly Resource Fuel Rate, with the Qualifying System Resource with the lowest Hourly Resource Fuel Rate being ranked #1 and the Qualifying System Resource with the next lowest Hourly Resource Fuel Rate being ranked #2, and so forth.
3. Energy (expressed in MWh) from Qualifying System Resources sold by Seller as interchange and/or non-member sales to any third party (other than the Customer) shall be attributed by Seller to the Qualifying System Resource(s) with the highest Hourly Resource Fuel Rate during the hour.
4. Seller shall attribute Customer's Loss Adjusted Energy Usage to the Qualifying System Resource(s) with highest rank in accordance with the procedures set forth in paragraph 2 above.
5. The Hourly Resource Fuel Rate for each Qualifying System Resource will be multiplied times the Loss Adjusted Energy Usage from such Qualifying System Resource (determined in accordance with the procedure set forth in the steps above). The product of such multiplication shall be summed, to which will be added any other applicable Hourly Incremental Energy Cost not already included in the calculation above to derive the total HIEC Charge for that hour. The Loss Adjusted Energy Usage, the Hourly Resource Fuel Rate(s), and, if applicable, any other Hourly Incremental Energy Cost not already included in the Hourly Resource Fuel Rate(s) will be itemized for the Customer in its monthly bill.
6. The HIEC will be based on actual costs when possible, and based upon estimated costs when such actual costs are not available. Seller has indicated in the "Actual or Estimate/True Up" column in the table below which of the Qualifying System Resources shall be billed on the basis of actual costs and

which shall be billed initially on the basis of estimated costs and subject to true up in the second following month (e.g. January 2011 estimates will be billed in February 2011, with the true up for January 2011 actuals appearing on the bill for March 2011 business).

Customer shall be provided written notice of any new Qualifying System Resources that could affect the calculation of the HIEC and the table below shall be modified as necessary. Customer shall also be provided advance written notice of changes to the determination of the HIEC (e.g. addition of emissions costs, regulatory costs, etc.) that Seller intends to implement and the basis therefor and whether such changes are being implemented under Section 23 of this Agreement.

Seller System Resource Name*	Actual or Estimate/True Up	Heat Rate (MMBtu/MWh)	Hourly Resource Fuel Rate (\$/MWh)
Seminole Generating Station	Actual	8.7	Actual average \$/MMBtu price of delivered spot coal including handling and transportation costs for the applicable calendar month applied to Heat Rate
Midulla Generating Station – Combined Cycle	Estimate @ Seller's Budgeted Annual Heat Rate, True Up @ Monthly Average Heat Rate	7.318 (2013 Budget)	Gas Index** applied to Heat Rate.
Midulla Generating Station – Combustion Turbines	Estimate @ Seller's Budgeted Annual Heat Rate, True Up @ Monthly Average Heat Rate	11.562 (2013 Projected)	Gas Index** applied to Heat Rate.
Hardee Power Partners, L.P. – Hardee Power Station (Combined Cycle and Combustion Turbines)	Estimate @ Average of Prior 3 months Monthly Average Heat Rate, True Up @ Monthly Average Heat Rate	CC - 8.484 (2013 Budget) CTs - 12.347 (2013 Budget)	Gas Index** applied to Heat Rate, plus actual (\$/MWh) non-fuel energy charged to Seller on HPP invoice.
GenOn Energy (GenOn) – Osceola	Estimate @ Average of Prior 3 months Monthly Average Heat Rate, True Up @ Monthly Average Heat Rate	10.997 (2013 Budget)	Gas Index** applied to Heat Rate, plus actual (\$/MWh) non-fuel energy charged to Seller on GenOn invoice.
Southern Power Company (Southern) –	Estimate @ Average of Prior 3 months Monthly	11.553 (2013 Budget)	Gas Index** applied to Heat Rate, plus actual (\$/MWh) non-

Oleander	Average Heat Rate, True Up @ Monthly Average Heat Rate		fuel energy charged to Seller on Southern invoice
Calpine – Osprey	Financial Heat Rate – no True Up needed	Financial Heat Rate of 7.3 – 9.0, depending on MWh dispatch level	Gas Index** applied to Heat Rate, plus actual (\$/MWh) non-fuel energy charged to Seller on Calpine invoice.
Progress Energy System Resources (Intermediate Blocks, including Incremental Combined Cycle, and Base Block)	Estimated based upon PEF billing to Seller; True Up 1 month in arrears	From a blend of PEF's identified resources	Actual \$/MWh of fuel and non-fuel energy charges charged to Seller on the PEF invoices
Interchange Purchases	Actual on all purchases but emergency purchases, which will be estimated	N/A	Pass thru of total \$/MWh cost for energy delivered

* System Resources (as of the Effective Date) that are must-take and will not be used in the calculation of the hourly HIEC are Crystal River 3 (which is currently in forced outage until 2015), Brevard Energy LLC, Seminole Energy LLC, Timberline Energy Hernando, Multitrade Telogia, Lee County Resource Recovery, City of Tampa McKay Bay Waste to Energy and Hillsborough County Waste to Energy.

** The “Gas Index” means the daily midpoint price of natural gas (expressed in \$/MMBtu) for the relevant day of delivery of energy for Louisiana-Onshore South, Florida Gas, Zone 3, as published in Platt’s Gas Daily’s Price Survey, plus the Florida Gas Transmission (“FGT”) fuel loss factor, the FGT simple average usage charge for all Firm Transportation Rate Surcharges from the applicable FGT tariff, and a \$0.84/MMBtu demand charge. In the event that no such price is published for the relevant day of delivery of energy, then the following shall be used: (a) the arithmetic average of the daily midpoint price (expressed in \$/MMBtu) of the last published price prior to and the next published price after the relevant day of delivery of energy. If Platt’s (or its successor) ceases to provide the daily midpoint price for the above-referenced pricing point, Seller and Customer will as promptly as possible mutually agree upon a comparable successor pricing point. When a System Resource that uses a Gas Index runs on fuel oil, the Fuel Oil Index below shall be substituted for the Gas Index.

*** The "Fuel Oil Index" means the daily mid-point price of fuel oil (expressed in \$/MMBtu) as published by *Oil Price Information Service (OPIS)* Orlando, FL Low Sulfur Diesel Truck Rack Posting Contract Average (in cents/gallon), plus eight (8) cents per gallon for transportation and related costs (including taxes) to purchase and deliver the fuel oil to Seller's facilities, the sum times a conversion factor of 0.072. The Fuel Oil Index used shall be the published value on the applicable day energy is generated using fuel oil. If the Fuel Oil Index is not published on such day, then the next day on which such index was published shall be used. If (i) OPIS fails to announce or publish the foregoing index or (ii) OPIS ceases to be published, Seller and Customer will as promptly as possible mutually agree upon a comparable successor pricing point.

EXHIBIT D
SCHEDULING PROVISIONS FOR PEF BLOCK
BASED ON SECTION 5 OF THE PEF CONTRACT*

SECTION 5 – SCHEDULING

5.1 - Day Ahead Scheduling Parameters.

(a) On or before 0830 a.m. EPT of the prior Business Day (“Scheduling Deadline”), Seminole shall provide PEF its schedule for Corresponding Energy for each interval of the applicable Delivery Day, including any intervening non-Business Days (“Schedule for Energy”). For example, on a Friday before a weekend which is followed by a non-Business Day Monday, Seminole would provide a schedule for Saturday, Sunday, Monday and Tuesday. All such notifications as described herein shall be provided as follows: if sent to PEF, via electronic mail sent to Energy.Trader@pgnmail.com in a plain text file format with a defined subject line to be determined by PEF and communicated to Seminole. PEF may change the email addresses upon prior written notice to Customer. PEF shall promptly confirm receipt of any such request from Seminole via electronic mail to scheduler@seminole-electric.com, or by calling (813) 739.1265. The Parties may mutually agree in writing to an alternate notification methodology.

(b) Energy may be scheduled at any sixty (60) minute interval at the top of the clock hour. For any sixty minute interval for which Seminole issues a Schedule for Energy, the minimum and maximum amounts shall be five (5) MW and the Contract Capacity Amount, respectively. The minimum duration for a Schedule for Energy is eight (8) consecutive hours during the months of May through September and six (6) consecutive hours during all other months. Any Schedule for Energy that changes from a zero value to a non-zero value shall restart the minimum duration. All Schedules for Energy shall be scheduled in 5 MW increments as outlined above. The minimum duration and scheduling increment requirements shall apply to both day-ahead and intraday periods, including any Schedules for Energy that may cross calendar days. The Schedules for Energy for any sixty (60) minute interval shall not vary more than 20 MW from the previous sixty (60) minute interval unless it is the first interval of a Schedule for Energy that is ramping up from an amount of 0 MW in the previous sixty (60) minute interval, in which situation Seminole may schedule up to 40 MW.

The table below shows the scheduling parameters as they vary according to the Contract Capacity Amount:

Contract Capacity Amount (MW)	60 Minute Ramp Rate (in MW)	Ramp Rate (only in an hour from 0 MW)	# of Intraday Changes
40	20	40	3

(c) As of the Scheduling Deadline, the most current schedule sent by Seminole to PEF will become the Schedule for Energy and shall remain as such unless and until modified by Seminole to the extent permitted hereunder. In the event PEF does not receive a schedule (subject to

verification by PEF to Seminole that Seminole's schedule was not delivered due to technological or other issues beyond Seminole's control) by the Scheduling Deadline, the Schedule for Energy shall be deemed to be zero (0) MW for all hours of the relevant Delivery Day(s). For the avoidance of doubt, Seminole may make Schedule Changes to a Schedule for Energy of zero (0) MW as described below.

(d) Seminole shall not be subject to any limitations in establishing a Schedule for Energy sent to PEF prior to the Scheduling Deadline other than those identified in this section.

5.2 - Intraday Scheduling Parameters.

(a) Seminole may make intraday changes to the extent provided for herein, including on any day in which the Schedule for Energy is zero (0) (a "Schedule Change"). After the Scheduling Deadline, Seminole may provide a Schedule Change for any interval(s) of the applicable Delivery Day by providing notice of such change at least two (2) hours prior to the beginning of such hour(s).

(b) The number and substance of intraday Schedule Changes (whether an increase or decrease) that may be made by Seminole to the Schedule for Energy shall be in accordance with this section, including the table set forth above and the Contract Capacity Amount. The minimum duration and scheduling increment requirements shall apply to intraday periods. The number of intraday changes (whether an increase or decrease) that may be made by Seminole to the Schedule for Energy shall be limited to three (3) per calendar day. Intraday Schedule Changes shall not vary from one thirty (30) minute interval to the next by more than 20 MW.

(c) A Schedule Change that is made to a single interval or multiple, consecutive intervals (at the same MW level) of a Schedule for Energy when communicated to PEF in a single communication is considered one (1) Schedule Change. Such a Schedule Change with multiple, consecutive hours (at the same MW level) crossing from one calendar day to the next calendar day shall be considered one (1) Schedule Change during the earlier calendar day. No Schedule Change can cause the Schedule for Energy, as modified, to be in conflict with the minimum scheduling and scheduling increment requirements set forth herein.

(d) To the extent that any Schedule Change is made after the Scheduling Deadline, the price for the Corresponding Energy delivered to Customer shall be in accordance with the calculation of the Monthly Fuel Charge plus PEF's incremental costs reasonably incurred (and agreed to by Seminole) in accommodating the Schedule Change ("Incremental Costs"). Incremental Costs may include any costs to PEF solely attributable to the Schedule Change, including, but not limited to, additional gas transportation charges, imbalance charges, cash-out charges and penalties. Incremental Costs may be expressed by PEF to Seminole in either a \$/MWh or \$/Dth format. PEF shall make reasonable efforts to minimize Incremental Costs to Customer in response to a Schedule Change, including mitigating the nominated gas situation through pipeline imbalance adjustments in subsequent days,

pursuant to PEF's pipeline operational balancing agreements. To the extent that capacity and Corresponding Energy from the Hines Energy Center is not being used by PEF to respond to the Schedule Change made after the Scheduling Deadline and PEF provides the capacity and Corresponding Energy under this Agreement from another system combined cycle capacity facility and/or peaking generating facility, then Incremental Costs will be the costs associated with such other combined cycle facility and/or peaking generating facility.

5.3 - Communication of Incremental Costs. In the event that Seminole requests a Schedule Change after the Scheduling Deadline, PEF will inform Seminole of the Incremental Costs, if any (including the basis therefor), which would be payable by Customer in connection with such Schedule Change, and Seminole shall immediately exercise one of the following options: (i) not change the existing Schedule for Energy or (ii) proceed with the requested Schedule Change, for which the Customer will pay the stated Incremental Costs. The Parties will record such information via written communication or recorded phone line.

5.4 - Notification and Tracking. PEF's Hourly Power Trading Desk shall accept all Schedule Changes made in accordance with the provisions of this Agreement, and shall be responsible for all tracking, record keeping, and timely notification to Seminole of any issues related to such changes. Seminole shall be responsible for all tagging and other scheduling activity necessary for the delivery of capacity and any Corresponding Energy under this Agreement.

5.5 - PEF Discretion. PEF will accommodate Schedule Changes that do not satisfy the aforementioned conditions if PEF, at its sole discretion, determines that it can reasonably accommodate such requested Schedule Changes. All scheduled deliveries of Contract Capacity Amount and Corresponding Energy under this Agreement will adhere to Prudent Electric Utility Practices.

* Defined Terms if Not Defined in this **EXHIBIT D** will have the meaning set forth in the PEF Contract.

EXHIBIT E

SCHEDULING PROVISIONS FOR THIRD PARTY POWER SUPPLY AGREEMENTS

[TO BE PROVIDED UPON EXECUTION OF THIRD PARTY POWER SUPPLY AGREEMENTS]



Power Supply Briefing

**City Commission
January 14, 2013**

Power Supply Realities



- Winter Park is the largest non-generating wholesale customer in the state
- Power Supply market is tightening. Loss of CR-3, and probable retirement of CR-1, and CR-2 loses 1,700 MW and advances 20% reserve margin by 2 years statewide.
- In a tightening uncertain market, buyers prefer longer-term power supply arrangements. But due to price uncertainty, suppliers are less likely to go longer.
- Going into the marketplace every few years with 100 MW requirement is a strategy for failure.

Wholesale Power Supply- SECI Extension Offer



- Amend and restate existing agreement extending to Dec. 31, 2015). City has the right to early termination (December 31, 2014 until May 31, 2013)
- Note PEF will not extend the 40 MW combined cycle piece.
- To replace PEF power, staff has distributed an Invitation to Negotiate for blocks of power 10 – 50 MW for 1 to 10 year terms.

Wholesale Power Supply

SECI Extension Offer



Year	Demand Charge \$/kW	Non-Fuel Energy \$/MWh	Fuel
2011	\$6.00	\$3.50	HIEC
2012	\$6.25	\$3.75	HIEC
2013	\$6.50	\$4.00	HIEC
2014	\$6.50	\$4.12	HIEC
2015	\$6.75	\$4.25	HIEC

SECI Offer (cont'd)



- Add the ability for SECI to sell the City “dump energy” outside of HIEC calculation.
- Allows seasonal flexibility in purchases from others. May offer fuel savings to Winter Park.
- SECI Board approved substantive terms Dec. 13, 2012

Suggested Power Supply Strategy



- Extend favorable dispatch/partial requirements contract with Seminole.
- Purchase smaller blocks of power with different length terms from others. Offers advantage of being able to go out into the marketplace from time to time with smaller requirements. Increases choice of suppliers, should help us get more competitive prices in the tightening market.

Suggested Power Supply Strategy



- Near-term competitive process to identify and create blocks:
 - FPL
 - OUC
 - FMPA
 - GRU
 - JEA
 - Lakeland
 - PEF
 - Some portion renewable/green?
 - SECI
 - City of Tallahassee
 - Tampa Electric Co.
 - Atlantic Power
 - Covanta
 - Clean Footprint
 - Rainbow Energy



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	January 14, 2013
prepared by department division	Wes Hamil, Finance Director	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

Purchase \$700,000 of outstanding Electric Revenue Bonds, Series 2005A at a discount of \$0.86/\$1.00

motion | recommendation

Approve financing plan that will allow the City to purchase \$700,000 of the Electric Revenue Bonds, Series 2005A bonds at a price of \$602,000.

Background

An investment banker contacted the City expressing interest on behalf of his client in selling back \$700,000 par value Electric Revenue Bonds, Series 2005A to the City at a discount of \$0.86/\$1.00. This would allow the City to save \$98,000 by purchasing these bonds at a significant discount. The bonds are auction rate security debt requiring a variable rate interest payment of 175% of one month LIBOR on a weekly basis. The City has been paying less than 0.50% interest on these bonds since September 2009 and there is currently \$16,285,000 outstanding.

When interest rates go up, the City's interest costs will increase exponentially based on the formula for determining the rate. Finance staff and the City's Financial Advisor, Public Financial Management, monitor the rates on these bonds and market conditions with the goal of refunding the bonds with a fixed rate debt instrument while long-term rates remain low. When this refunding is completed, the City will be repaying all bonds that remain outstanding at par.

A bond issue that would fix the rate on this debt through its maturity in 2035 would likely require an interest rate of around 3.5%. The interest rate on these bonds so far in FY 2013 has averaged 0.37%. This interest rate differential will allow the City to save about \$500,000 in interest costs in FY 2013 over a fixed rate refunding. Market conditions indicate we should remain in a low rate environment for the near term. That is why we are continuing to hold off on issuing fixed rate bonds to refund this debt.

Some options for financing the purchase of \$700,000 of the bonds now are as follows:

Option	Pros	Cons
Option 1 – Pay for the purchase from the Electric Utility Fund’s cash	<ol style="list-style-type: none"> 1. \$98,000 savings 2. Avoid borrowing from other funds 3. Could be funded from a combination of debt service savings (interest on these bonds was budgeted at 2.45% and we are paying 0.37% on average, savings of \$338,700) and Electric Utility Fund contingency 	<ol style="list-style-type: none"> 1. Immediate reduction in the Electric Utility Fund’s cash balance of \$602,000
Option 2 - Borrow money from General Fund and pay back over a three year period at 2% interest	<ol style="list-style-type: none"> 1. \$98,000 savings 2. Spreads the reduction in Electric Utility Fund cash over a three year period with interest to General Fund 	<ol style="list-style-type: none"> 1. Temporarily reduces the cash and reserves balance in the General Fund by \$602,000. This reduction would be restored over the three year repayment period with interest.
Option 3 - Borrow money from General Fund and pay back over a ten year period at 2% interest	<ol style="list-style-type: none"> 1. \$98,000 savings 2. Spreads the reduction in Electric Utility Fund cash over a ten year period with interest to the General Fund 	<ol style="list-style-type: none"> 1. Temporarily reduces the cash and reserves balance in the General Fund by \$602,000. This reduction would be restored over the ten year repayment period with interest.
Option 4 – Do not purchase any auction rate security bonds until all the 2005A bonds are refunded with a fixed rate debt issue	<ol style="list-style-type: none"> 1. Preserves cash balance in the Electric Utility Fund 	<ol style="list-style-type: none"> 1. Lost opportunity to purchase a portion of the bonds at a \$98,000 discount

alternatives | other considerations

If the City chooses not to take advantage of this opportunity it will have to pay par for the bonds at the time the remaining bonds are refunded.

fiscal impact

\$98,000 in savings

long-term impact

Reduces exposure to variable rate interest debt

strategic objective

Options for Refunding \$1,400,000 in Electric Revenue Bonds, Series 2005A

	Option 1	Option 2	Option 3	Option 4
Amount to be borrowed:				
Amount to be financed	602,000.00	602,000.00	652,000.00	652,000.00
Interest rate	2%	2%	2%	2%
Term	3	10	3	10
Annual payment	208,746.31	67,018.57	226,084.05	72,584.90
Total interest to be paid over term of loan	24,238.94	68,185.70	26,252.14	73,848.96
Current debt service on amount to be refunded:				
Amount to be refunded	700,000.00	700,000.00	700,000.00	700,000.00
Interest rate	0.5%	0.5%	0.5%	0.5%
Term	23	23	23	23
Annual payment	32,294.26	32,294.26	32,294.26	32,294.26
Extra annual debt service	176,452.06	34,724.31	193,789.79	40,290.64



city commission agenda item

item type	Action Items Requiring Discussion	meeting date	January 14, 2013
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

RFP for Federal Lobbyist

motion | recommendation

Appoint a Commission member to sit on the RFP selection committee or determine that the Commission as a whole will be the selection committee.

background

During the budget process staff was directed to put together an RFP for Federal Lobbyist. Attached is that RFP.

For RFP's of this nature it is customary for the Commission to either appoint a member of the Commission to serve with the selection committee or to have the Commission as a whole sit as the selection committee.

fiscal impact

long-term impact

Unknown.

strategic objective

- n/a

Request for Proposal



RFP-11-2013 Federal Lobbying Services

PROPOSAL DUE ATTENTION: CITY CLERK

City Hall East Wing
401 South Park Avenue
Winter Park, Florida 32789

February 14, 2013 @ 2 p.m.

Sealed proposals must be received and time stamped by the City Clerk's Office on or before the date and time referenced above either by mail or hand delivery. Any proposals received **after 2 p.m.** on said date **will not be accepted under any circumstances**. Official time will be measured by the time stamp in the City Clerk's Office.

questions

Purchasing Division

401 Park Avenue South ■ Winter Park, Florida 32789 ■ p 407-643-1627 ■ f 407-599-3448
purchasing@cityofwinterpark.org ■ www.cityofwinterpark.org



SECTION I STANDARD TERMS & CONDITIONS

1. Obtain Documents

Documents are available for download at:
<http://www.cityofwinterpark.org/purchasing> select Active Solicitations.

If you experience any problems downloading the document, call 407-599-3434.

2. Responses Due

Sealed proposals will be received by the City Clerk in City Hall East Wing, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2 p.m. on February 14, 2013**. It is the proposer's responsibility to assure that your proposal is delivered at the proper time to the City Clerk's Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted.

At 2:30 p.m. February 14, on, 2013, all proposals will be publicly opened and acknowledged in the Chapman Room at City Hall. Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3. City is Not An Administrative Agency

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

4. Preparation of Proposals

Proposals shall be made on unaltered proposals forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – "**ORIGINAL**" and one (1) **electronic copy on CD** for document management purposes. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, provide an additional CD with a redacted version of your response labeled REDACTED. CD shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed in ink with the name of the proposer typed below the signature. Where the proposer is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A proposer may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

5. Proposal Submittal

Proposals shall be submitted directly to the City Clerk's office in City Hall, East Wing, in an opaque, sealed envelope or box. Proposers shall affix the Sealed Proposal Envelope Label located on page **28** to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Responses received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the respondent to be sure his/her response is delivered directly to the City Clerk's office by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.



All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

6. Basis of Bids/Proposals

The words "BID" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Proposer will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition. It shall be the responsibility of the proposer to advise the Purchasing Manager of any language, requirements, etc. or any combination thereof, which the proposer feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

7. Submission of Supporting Documents

The successful proposer shall furnish all required documents within ten (10) working days after notification of award. If the successful proposer fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible proposer.

8. Proposal Prices

The proposer warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the proposer, and shall not be amended after the date and time of the public opening. Any attempt by a successful proposer to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The proposer, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Park.

9. Contract Term

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for 12 consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City. There shall be the option of renewal for a possible second, third, fourth and fifth 12-month period (not to exceed 60 months in total), after written consent of both parties and approval by City Commission or City Manager. Approximately forty-five days prior to expiration of the initial contract period, the successful proposer will be notified by the City if it seeks an extension. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the second, third, fourth or fifth term. The City shall have the right to cancel the contract at any time without cause upon 30 days written notice.



10. Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or RFP number. Payment for partial shipments may not be made unless that is specified in the RFP.

11. VISA Acceptance

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful proposer may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment. Please indicate your ability to accept VISA in the space provided on the proposal form.

12. Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

13. Mistakes

Proposers are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Proposer's risk.** The City is not obligated to give successful proposer extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the proposer's total offer will be corrected accordingly.

14. Contract Award

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible proposer who submits a proposal meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The City reserves the right to make an award to more than one proposer. The city reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more proposers. Such request shall be furnished to all proposers. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

15. Proposal or Contract Terms At Variance With This Document and the RFP or Specifications

This formal solicitation expressly limits acceptance to the terms of this document. If the proposer submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposer but without the contractual terms that were included in the proposal and which are inconsistent with or different from the language in this RFP, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken. The proposer hereby agrees that by making a proposal based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:



- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.
- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City of Winter Park under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded.
It is the intent of the parties that the City of Winter Park shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City of Winter Park to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies (or purports to do so) the sovereign immunity rights of the City of Winter Park shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.

16. Modifications and Withdrawals

Proposals cannot be modified after submitted to the City. Proposers may withdraw proposals at any time before the public opening. HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

17. Disqualifications

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the proposer. (See Non-Collusion Affidavit form). Proposer also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

18. Proposal Costs

Costs related to the preparation of a response to this formal solicitation are solely those of the proposer, and the City assumes no responsibility for any such costs incurred by the proposer.



19. Protests and Purchasing Manual

If a protest is filed, it shall be pursuant to Florida law (but not including any remedy in Chapter 120, Florida Statutes) and in accordance with the procedures outlined for protests in the City's Purchasing Policy & Procedures Manual. The Purchasing Policy & Procedures Manual is incorporated herein by reference and is available online. In the event of any inconsistency or ambiguity between the terms of the Purchasing Policy & Procedures Manual as compared with the terms of this document and the formal solicitation specifications at issue, the terms of this document and the formal solicitation specification at issue shall govern and control.

If a proposer prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual proposal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the proposer. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another proposer, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another proposer is disqualified from proposing for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Purchasing Policy & Procedures Manual and Florida law applicable to municipal protests. With respect to any assertion that another proposer is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

20. Agreement

The resulting AGREEMENT or CONTRACT, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT/CONTRACT shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or Commission in writing prior to taking effect.

21. Use of Other Contracts

The City of Winter Park reserves the right to utilize (including but not limited to "piggy-backing") any applicable State of Florida contract, city or county governmental agencies contract or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

22. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. The proposer shall provide a certification of compliance regarding the public crime requirements.



In submitting a proposal to the City of Winter Park, the proposer offers and agrees that if the proposal is acceptable, the proposer will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to proposer.

23. Certificate of Insurance

The successful proposer and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The successful proposer shall submit certificates or other documentation evidence to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable) in the amount of \$1,000,000.00, and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**. The selected proposer shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Park shall be named as an **ADDITIONAL NAMED INSURED** on all certificates and policies pertaining to this project. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

24. Termination/Cancellation of Contract

The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the proposer of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the proposer of any obligations or liabilities resulting from any acts committed by the proposer prior to the termination of the contract.

25. Termination for Default

The City's Purchasing Manager or other City representative shall notify, in writing, the proposer of deficiencies or default in the performance of its duties under the Contract, by regular mail (or otherwise) to the address provided by proposer in its proposal. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the proposer has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Proposer shall not be found in default for events arising due to acts of God.

26. Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery by regular mail (or otherwise) to the address provided by successful proposer in its proposal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful proposer shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful proposer.



Successful proposer shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

27. Drug Free Workplace

The proposer, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the proposer. The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. The proposer shall certify that the firm has a drug free workplace policy in accordance with Florida Statute 287.0878. Failure to submit this certification shall result in the rejection/disqualification of the proposal. **See attached Drug Free Workplace Form.**

28. Indemnification

The successful proposer hereby agrees to indemnify and hold harmless the City of Winter Park, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The successful proposer shall indemnify and hold harmless the City of Winter Park from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful proposer or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

29. Accidents & Claims

The successful proposer shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. See also **Summation and Insurance Requirements.**

30. Laws & Regulations

The successful proposer at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful proposer is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.



In the event of any litigation or claim between the proposer/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

All responses, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

31. Communications

To ensure fair consideration for all prospective proposers throughout the duration of the formal solicitation process, the City of Winter Park prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Winter Park, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the RFP or any future formal solicitation.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the formal solicitation process may be addressed to employees in the City's Purchasing Division, in writing, via fax (407-599-3448) or email (purchasing@cityofwinterpark.org), and, the person sending the question agrees that the Purchasing Division may furnish a copy of the question to all other proposers and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

32. Addenda

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's web site. All proposers should check the City's website or contact the City's Purchasing Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Addenda information will be posted on the City's website at www.cityofwinterpark.org/purchasing. Select Active Solicitations. It is the sole responsibility of the proposer to ensure he/she obtains information related to Addenda.

All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the proposal response.

33. Subcontractors

The successful proposer shall not employ subcontractors without the advance written permission of the Purchasing Manager or Project Manager. The successful proposer shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful proposer agrees that any employee or agent of the proposer and any agent/employee of a subcontractor to the proposer shall be removed from the City jobsite or City premises upon request by the City Manager or designee. Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors or citizens. Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive or in violation of any criminal law.



34. Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent.

35. Waiver, Alterations, Consent and Modification

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or Commission.

36. Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

37. No General City Obligation

In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

38. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled by the City and the contractor will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal or otherwise recoverable.

39. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the ***proposers are requested to identify specifically*** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

40. Compliance

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the proposal. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP or any resulting contract or purchase shall be in a court of competent jurisdiction in Orange County, Florida

41. Equal Opportunity Employment

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card.



The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

42. Fair Labor Standards Act

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

43. Unauthorized Aliens

The Owner shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

44. Indemnification and Hold Harmless

In addition to and without limitation of the foregoing provisions regarding protection of the City from liabilities if awarded a contract as a result of this Request for Proposals, you, the successful proposer, agree for good and valuable consideration, receipt of which is acknowledged by your submission of a proposal, to protect, defend, indemnify and hold the City of Winter Park, its officials, officers, employees, representatives, and agents free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigation and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor, its agents, servants, officers, officials, employees or subcontractors. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, failure to act, malfeasance, misfeasance, conducts or misconduct, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

45. Disclaimer of Liability

The City will not hold harmless or indemnify any respondent for any liability whatsoever.

46. Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

47. Compliance with Occupational Safety and Health

Proposer certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Proposer certifies that all employees, subcontractors, agents shall comply with all O.S.H.A. and state safety regulations and requirements.



48. Severability

If any term, provision or condition contained in this Agreement shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this Agreement, or the application of such term or provision shall otherwise be fully enforceable.

49. Public Records

The proposer shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

The proposer shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate this Agreement if the proposer refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the proposer in conjunction, in any way, with this Agreement.

In addition to the above, if Federal, State, County or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the proposer which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

The proposer agrees to fully comply with all State laws relating to public records.

The proposer agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

50. Counterparts

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

51. Lien

No lien or security interest in any City property may be created in relation to this Agreement.

52. Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with Florida Statute 286.011 (the Florida Sunshine Law) shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

53. Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this proposal. Without limitation it will be a material breach if the successful proposer delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.



Notwithstanding any limitation of warranty, the successful proposer warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful proposer warrants that the goods and services are in conformance with the representation made during the formal solicitation process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.

54. Dispute Resolution

Dispute resolution shall be by litigation. Each party shall bear its own costs and fees.

55. Solicitation

Proposers, their agents, or associates shall refrain from contacting or soliciting any City staff or City Commission member directly or indirectly regarding this formal solicitation during the selection process. This "blackout period" will be as defined in the previous section entitled "Communications", and begins with the date of first publication or issuance of the specifications for the solicitation and the blackout period ends when the City reaches a procurement decision. Failure to comply with this provision may result in disqualification of the proposer.

56. Procurement Decision

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. Additionally, the City reserves the right to reject all proposers and to re-solicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected proposer.

57. Scrutinized Companies

Pursuant to Senate Bill 444, Laws of Florida Chapter 2012-104, and Section 287.135, Florida Statutes, the City will not contract with any entity that is on the Scrutinized Companies With Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List, with respect to any contract for goods or services of \$1M or more. The City shall have the right to immediately terminate the contract/purchase in its sole discretion if the company is found to have submitted a false certification or it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List. And, if the company has submitted a false certification, then the City shall have the right to bring a lawsuit seeking civil penalties, damages, attorneys' fees and costs as authorized by Section 287.135, Florida Statutes.

58. Local Vendor Preference

The City of Winter Park is using the Competitive Sealed Proposal methodology of source selection for this procurement as established and adopted in the Purchasing Policy & Procedures Manual. The City of Winter Park has adopted a Local Preference local price match option to enhance the opportunities of local businesses to receive awards of City of Winter Park purchases.

A "local business" shall be defined as a person, firm, corporation, or other business entity maintaining valid Business Certificate (at least one year prior to submitting each formal solicitation response) issued by the City of Winter Park that authorized the business to provide the commodities or services to be purchased and a physical business address located within the limits of the City of Winter Park. A business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as a "Local Business".

Respondents shall affirm in writing their compliance with the foregoing at the time of submitting their response to be eligible for consideration as a "Local Business" under this section.



If the lowest local bidder does not meet the requirement of Section 287.087, F.S. and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the referenced state law.

Vendor must complete and submit with its bid response the "Local Vendor Preference Affidavit" which is included as part of this solicitation.

A respondent who misrepresents the Local Business status of its form in a formal solicitation response to the City will lose the privilege to claim "Local Business" status for a period of up to one year.

For all purchases of commodities and services procured through Competitive Proposals (Section X) or other methods not otherwise exempt from local preference, for which a formal solicitation is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

Any respondent which meets all of the criteria for a local business as set forth in this policy shall be given a preference in the amount of five additional points to their total score. This will occur during the selection committee meeting where the short listing is determined.



Purpose:

The City of Winter Park is seeking proposals from qualified and experienced individuals/firms to lobby the legislature and executive branches of the Federal Government on the City's behalf. The proposing individuals/firms shall possess the necessary skills and qualifications to provide legislative and administrative advocacy support on behalf of the City of Winter Park towards its goal of federal funding for the City projects and as directed by the City Commission; have a good track record of securing funds for their clients and in keeping them informed on the progress of projects as they move through the system, and to provide guidance on city and public involvement in the process.

SECTION II SCOPE OF WORK

The Contractor shall provide services and advice including, but not limited to the following:

Represent the City of Winter Park in interacting with the White House, Members of Congress and staff persons, federal agencies, boards, commissions and legislative bodies on matters related to legislation impacting the City as well as funding opportunities for City related projects and operations.

- A. Provide research and timely written and oral information to the City of Winter Park, as specified by the City Manager or his designee; on matters that include, but are not limited to:
- Existing and proposed federal laws and regulations that affect City interests.
 - Reports on and testimony from legislative hearings.
 - The development and progress of federal issues affecting specified City interests.
 - Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy.
 - Grants and other funding opportunities for proposed City projects.
 - Technical reports and memoranda affecting City operations and fiscal conditions.
 - Copies of proposed legislation that would impact the City and associated reports.
- B. Additional responsibilities include:
- Monitor existing and proposed laws and regulations that affect the interests and priorities of the City.
 - Proactively recommend and develop legislative positions for proposed laws and regulations that affect the interests and priorities of the City.
 - Propose and develop opportunities that will access funding at the policy making level.
 - Research and identify grant funding or other opportunities for funds.
 - Arrange meetings for City elected officials and personnel with Congressional members and staff. Provide logistical support and attend those meetings when necessary.
 - Attend City Commission meetings as well as other City meetings as requested by the City Manager, or their designee; to report on activities or to discuss strategy.
 - Engage in advocacy to promote the City's position on priority issues, including appropriate interest groups, the U.S. Conference of Mayors and the National League of Cities.
 - Assist the City in the acquisition of the United States Postal Service property located in downtown Winter Park or in obtaining the first right of refusal on said property.
- C. The Contractor shall submit comprehensive monthly reports to the City Commission, City Manager, and his designee. These reports will be the primary vehicle for communication of legislative action to the Mayor and City Commission and all City departments.



- D. The Contractor shall provide a legislative tracking status report in an electronic format, which enumerates the bills that the Contractor is tracking on behalf of the City and the City's current legislative position in each bill.
- E. Provide to the City monthly itemized invoices for compensation related to services.
- F. Unless the Contractor and the City mutually agree that on-site visits are unnecessary, the Contractor shall make at least one (1) annual on-site visit to the City of Winter Park to confer with City officials about federal issues.

SECTION III QUALIFICATIONS AND EXPERIENCE REQUESTED:

Individuals or firms desiring to be considered for this assignment should submit written proposals covering the following subjects:

- A. Experience of the firm (including those individuals or principal staff to be assigned to the project) or individual in intergovernmental relations, specifically in dealing with federal appropriations and also committees of the Congress with jurisdiction pertaining to the City interests including but not limited to beach re-nourishment and/or city redevelopment initiatives.
- B. Effective working relationship with federal agencies with jurisdiction pertaining to the examples listed in paragraph one and the development and interpretation of applicable federal programs.
- C. Knowledge and experience of the firm or individual in the development of strategies with coalitions and the development and interpretation of federal programs as per examples in paragraph one.
- D. Demonstrated success in securing federal funding, or otherwise securing benefits, for public sector clients in Florida.
- E. A listing of prior projects, similar in nature, including number of years of performance, organization names, size of organization, address, names of contact persons, and telephone numbers of at least three clients who may be contacted for reference.
- F. Identify the proposed project team by providing information regarding the staff to be assigned to this project, including all (other) employees also qualified for these services; relevant education, their roles, whether full time or part time, their expertise, qualifications, and tenure with the organization emphasizing prior experience with issues pertaining to municipalities and the services requested herein. Provide copies of any supporting documentation showing registration as lobbyist with corresponding agencies for both State and Federal Legislatures.
- G. Any intention to subcontract the services of any other firm will require the proposing firm to submit the same information for each and every firm, as applicable, with and as part of their proposal. The proposal shall identify the role of the other firm, percent of work to be subcontracted, and the need/benefit to the City as a result of these services.



- H. Disclose any potential conflict of interest, real or perceived, due to any other conflicts, contracts, or property interests. Include a notarized statement certifying that no member of your firm's ownership, management, or staff currently have a vested interest which might be considered a conflict of interest. Failure to submit this information with your proposal may result in rejection of your proposal.
- I. Philosophy and approach in providing services to clients.



SECTION IV PROPOSAL FORMAT:

Proposers must respond in the format delineated below.

Please submit one (1) **original** and (1) one **electronic copy on CD** for document management purposes. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, provide an additional CD with a redacted version of your response labeled REDACTED. CD shall be in Microsoft Word or Adobe – the most recent software version.

Each directive listed will require an individual index tab in your response package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your response and are not noted under any of the headings listed below, add a **TAB —X** tab to the end of your response with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

Note: The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Table of Contents

Clearly outline and identify the material and responses by the tab and page number. Outline in sequential order the major areas of the responses, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

Tab 1. Cover Letter

Provide a cover letter indicating your company's understanding of the requirements/scope of services of this formal solicitation. The letter must be a brief formal letter from the Proposer that provides information regarding the company's familiarity and interest in providing Federal Lobbying Services for the City of Winter Park. A person who is authorized to commit the Proposer's organization to provide the good/services included in the response must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.

Tab 2. Qualifications and Competence

Ability of professional assigned to the project to meet the objectives of the project. Current and projected workload.

Tab 3. Demonstrated Success in Securing Funding

Provide documentation of demonstrated success in securing Federal funding, or otherwise securing benefits, for public sector clients.



Tab 4. Cost Proposal

Submit a cost proposal, all-inclusive of any expenses incurred and associated with lobbying efforts, including but not limited to general operating expenses, overhead, and profit; for a contractor to provide the services requested in this Request for Proposals. Payment for reimbursable travel expenses will be in accordance with City Policy and Procedures and Florida State Statutes Section 112.061 "Per diem and travel expenses of public officers, employees, and authorized persons".

Tab 5. References

Proposal should provide names, addresses, and phone numbers for a minimum of three (3) references, including municipalities or other organizations that would be capable of explaining and confirming your firm's capacity to successfully complete the stated scope of your proposal.

Tab 6. State Certified Minority Business Enterprise

Provide documentation stating whether or not your firm is a State Certified Minority Business Enterprise, in accordance with Section 287.0943 and/or 287.0943(1), Florida Statutes and/or whether a percent of the cost or value of the proposal is placed with a State Certified Minority Subcontractor/Subconsultant certified in accordance with Section 287.0943 and/or 287.0943(1) Florida Statutes.

Tab 7. Location

Identify the location of office(s) where the professional assigned to this contract are located.

Tab 8. REQUIRED FORMS

Include fully executed **Signature Sheet, Drug Free Workplace Form, Non-Collusion Affidavit of Prime Respondent, Local Vendor Preference Affidavit, & Copy of Business Certificate** in this section.

Tab X. MISCELLANEOUS

Attachments: Additional information, which the Proposer feels will assist in the evaluation, should be included.



SECTION V EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

CRITERIA

Firms submitting the required criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

Each proposal will be evaluated for full compliance with the RFP instructions to the Proposer and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is the most fully qualified based upon the herein described needs of the City. Responses will be scored and ranked in accordance with the weighting specified in the following table.

Evaluation Criteria		Maximum Points
1	Qualifications and Competence	30
2	Demonstrated Success in Securing Funding	25
3	Cost Proposal	25
4	References	5
5	State Certified Minority Business Enterprise	5
6	Location	10
Total Points To Be Earned		100

Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest

Prospective proposers are prohibited from contacting any member of the Selection Committee, employee or public official (except the Facilitator) at any time during the formal solicitation process, up to the time of contract award. Any attempted contact may be grounds for disqualification.

Tentative Calendar of Events*		
1	RFP Issue Date	January 17, 2013
2	Responses Due to City Clerk	February 14, 2013
3	Selection Committee Meeting – Evaluation and Ranking	February 21, 2013
4	Oral Presentations and Final Ranking	February 28, 2013

*** All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.**



SELECTION PROCESS

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals to determine a short list.
3. After oral presentations are conducted from the short listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Purchasing Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission's decision will be final.

Formal Oral Presentations/Interviews

The City shall conduct oral interviews with, or receive oral presentations from, two or more of the short listed firms. Oral presentations will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The City's Purchasing Division will establish the schedule and proposers will be notified at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations, and questions and answers.

Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.



**RFP-11-2013
Federal Lobbying Services**

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

☐ My company will accept the VISA credit card as a form of payment for our services rendered.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(print/type name as signed above): _____

DATE: _____



STATEMENT OF NO RESPONSE

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

We, the undersigned, have declined to propose on **RFP-11-2013 Federal Lobbying Services** - for the following reason(s):

- ☐ We do not offer this service\product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Other _____

We understand that if the Statement of No Response letter is not executed and returned, our name may be deleted from the list of qualified proposers of City of Winter Park.

Company Name _____

By _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number _____

Toll Free Number _____

FAX Number _____

Date _____



DRUG FREE WORKPLACE FORM

The undersigned proposer, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

(Print/type name as signed above)



NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)

Notary Public

(Commission Number)



Local Vendor Preference Affidavit

Vendor affirms that it is a local business as defined in Section XXII of the City of Winter Park Purchasing Policy & Procedures Manual.

A "local business" is defined as a person, firm, corporation, or other business entity maintaining a valid Business Certificate (at least one year prior to submitting each formal solicitation response) issued by the City of Winter Park that authorizes the business to provide the commodities or services to be purchased and a physical business address located within the limits of the City of Winter Park. A business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as a "Local Business".

Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. Additionally, Vendor shall include a copy of their current City of Winter Park Business Certificate with their bid response. Failure to do so will result in Vendor's submission being deemed not applicable.

Vendor must complete the following information:

Year Business Established in the City of Winter Park: _____

Vendor Name: _____ Date: _____

Address: _____

Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me or who has produced
_____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

Commission Number



Insurance Requirements

Insurance Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
<input checked="" type="checkbox"/> Employer's Liability	\$500,000.00 each accident, single limit per occurrence
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,00,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
<input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City Of Winter Park, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of City of Winter Park.
<input type="checkbox"/> Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
<input type="checkbox"/> Other	\$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

Vendor shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same Vendor shall provide the City with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.

Thirty (30) Days Cancellation Notice required.



Proposal Submission Label

Sealed Proposal Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the City Clerk's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

City of Winter Park
Attn: City Clerk's Office
401 South Park Avenue
Winter Park, FL 32789

Solicitation No: RFP-11-2013

Solicitation Title: Federal Lobbying Services

Solicitation Due Date & Time(EST): Date February 14, 2013 by 2:00 p.m.



city commission agenda item

item type	Action Items Requiring Discussion	meeting date	January 14, 2013
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 use of the lake (Lake Mendsen) at Martin Luther King, Jr. Park for storm water from the CNL and Casto properties.

motion | recommendation

Accept or reject the proposal from CNL and Casto. If the Commission accepts the proposal, or approves it with modifications, authorize the Mayor to execute an agreement approved by the City Attorney containing the deal terms and authorize staff to approve the final excavation plan to minimize park impacts.

Background

City staff has been approached by the developers of both the CNL property and the Casto property on Denning Drive to determine if the City would be willing to partner with them on storm water runoff related to their projects. Under their proposals, the developers would each pay the City \$40,000 (for a total of \$80,000) in exchange for the right to expand the lake in MLK, Jr. Park to accommodate the storm water runoff from their projects. Attached is a copy of the request and a depiction of how they would propose meeting the storm water retention needs.

While staff has some reservations (discussed below) about the impact of the expansion of the lake for this purpose, there has been a long time desire by the Parks Department to construct a gazebo or pavilion near the lake behind the Civic Center to serve as a wedding venue. Staff has suggested to the developers that \$50,000 each might be more in line with what such an amenity would cost however that project has neither been designed nor priced at this point.

The concerns raised by Staff are as follows:

- The Parks and Recreation Advisory Board has not addressed the issue to date.
- The enlargement of the lake as proposed would reduce the usable area of the park land by approximately 21,200 square feet.
- The dredging, loading and hauling during the construction phase will impact other park uses. This will last approximately 90 days. How the equipment accesses the construction site could also be an issue.
- The actual cost of the wedding pavilion is unknown at this time.
- While both the Casto and CNL properties are part of the basin that currently drains to this lake, there is concern that there could be a slight reduction in water quality as a result of this project.
- The City works closely with the Florida Fish and Wildlife Conservation Commission on lake management. Lake Mendsen is considered an "Urban Pond" by the FFWC and is stocked annually for public fishing and our "Test the Waters" fishing tournament. The removal and reestablishment of existing shoreline will certainly cause turbidity and sediment impacts on the pond which may affect the Florida Fish and Wildlife Conservation Commission assistance with

the “Urban Pond” management.

Both developers have viable options to put the storm water retention on their respective sites, however the option of putting it in to Lake Mendocino would save them money and provide some other on site flexibility. It is staff’s understanding that both projects will still go forward regardless of the Commission’s decision on this issue.

CNL is under a tight timeframe for a decision as their project is already underway and they need to finalize their storm water treatment design. If the Commission approves this request they will still have to go through permitting with the St. Johns River Water Management District which will take between 60 and 90 days

If approved, staff would like the opportunity to refine the dredging plan to reduce park impacts and improve the usability of the lakeshore area.

fiscal impact

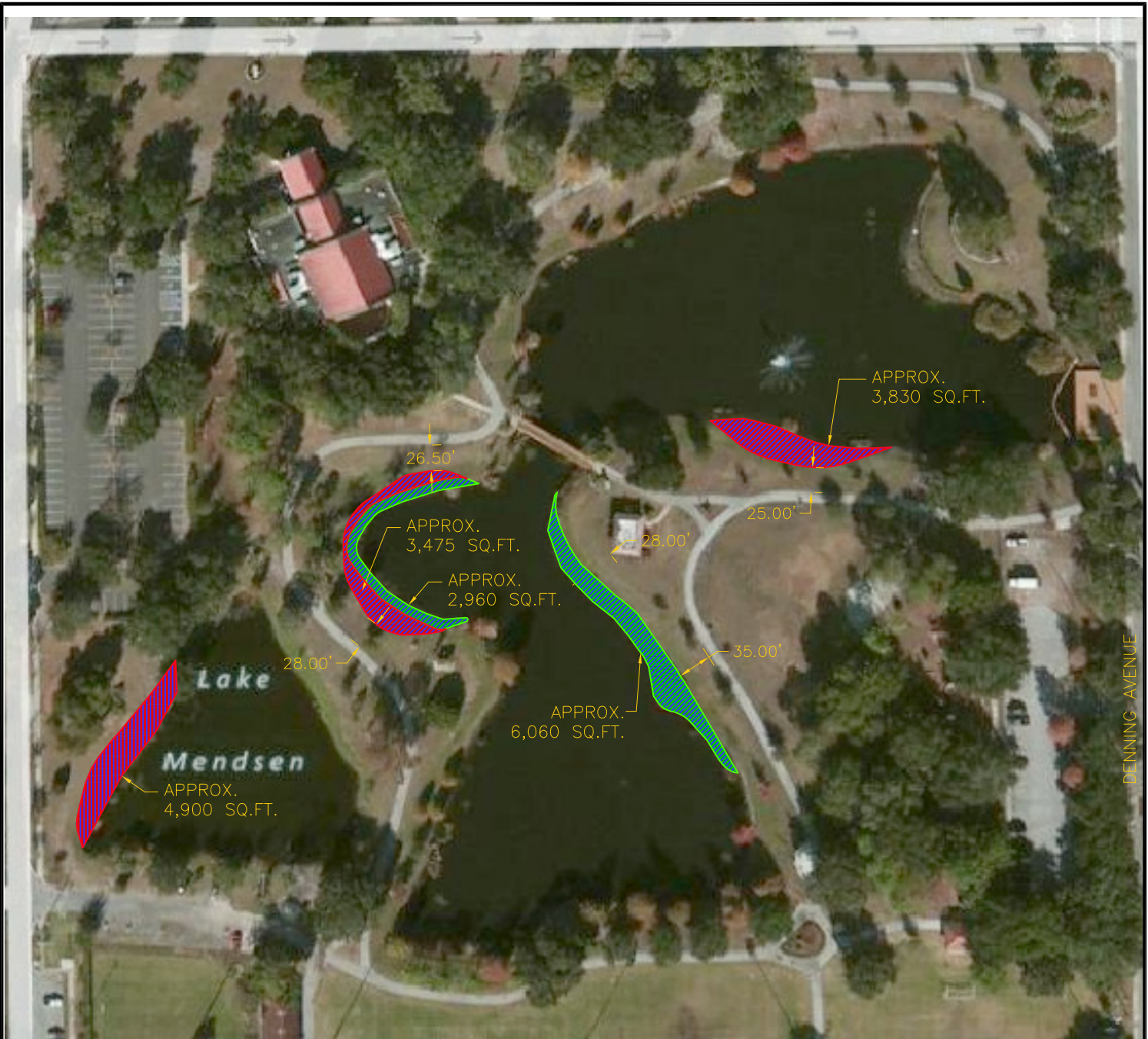
The storm water project might impact the ability for some rentals during the construction phase.

long-term impact

The addition of a wedding venue would provide additional ongoing revenues as a rental facility.

strategic objective

- n/a



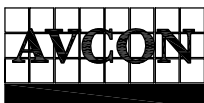
CASTO AREA NEEDED: 9,000 SQ. FT.
CNL AREA NEEDED: 12,200 SQ. FT.
COMBINED AREA NEEDED: 21,200 SQ. FT.
AREA PROVIDED: 21,225 SQ. FT.



North



GRAPHIC SCALE IN FEET



www.avconinc.com

AVCON, INC.

ENGINEERS & PLANNERS

5555 E. MICHIGAN ST., SUITE 200
 ORLANDO, FL. 32822-2779
 OFFICE: (407) 599-1122
 FAX: (407) 599-1133

**RESIDENCES AT WINTER PARK VILLAGE / CNL
 LAKE ISLAND MODIFICATION**

**COMBINED
 SITES**

REVISION: 00

DATE: 12-13-2012

S-T-R: 01-22S-29E



AVCON, INC.
ENGINEERS & PLANNERS

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

MEMORANDUM

To: Paul Rutledge – CASTO Southeast
Thom Cunningham – CNL Commercial Real Estate, Inc.

From: Rick V. Baldocchi, P.E.

Date: January 7, 2013

Reference: Joint Stormwater Use of Lake Island
The Residences at Winter Park Village (CASTO)
Heritage Park (CNL)

We have been involved in on-going discussions with CASTO Southeast, CNL Commercial Real Estate, Inc., the City of Winter Park, and St. John's River Water Management District related to the use of Lake Island for stormwater treatment for The Residences at Winter Park Village (CASTO) and/or Heritage Park (CNL). A proposed concept is scheduled to be presented to The City of Winter Park Commission on January 14, 2013.

A summary of the current proposal is outlined below:

1. The Lake Island pond will need to be expanded to accommodate water quality treatment in accordance with St. John's River Water Management District (SJRWMD) and city codes. The existing Lake Island is currently permitted as a retention pond with SJRWMD and provides partial treatment to the two sites referenced, plus additional areas to the northeast. The proposed expansion, per SJRWMD, will need to increase the treatment volume for 100% of the proposed development requirements, which the design does.
2. Based on preliminary calculations and historical survey information, the estimated amount of excavation required is 1000 cubic yards for The Residences at Winter Park Village, and 1300 cubic yards for Heritage Park for ratio of 44% to 56% respectively.
3. The area being proposed for expansion is conceptually shown on the attached exhibit. The areas may be revised after final survey and all parties understand the final design plans will be coordinated with City Staff to avoid impacts to existing utilities, pumping systems, outfall structures, etc, and any unnecessary costs.
4. In exchange for use and expansion of the Lake Island retention pond, each developer has offered \$40,000 (\$80,000 total) to the City of Winter Park. City staff has noted that their goal is to construct a gazebo in the park to accommodate wedding parties and City staff has estimated that cost to be



approximately \$100,000 and has requested each developer to increase their contribution accordingly, which they may allocate between themselves differently.

5. If approved by Commission on January 14, 2013, the basic agreements would need to be executed by January 21, 2013, in order to meet time constraints based on the schedule of Heritage Park.
6. The City planner has confirmed that approval of the use of Lake Island pond for stormwater would not require an amendment to the Final Conditional Use Permit for Heritage Park.
7. Each party (CASTO and CNL) would make their payment directly to the City prior to receiving the Certificate of Occupancy for their respective projects.
8. The construction of the expanded pond will be completed by August 1, 2013 and will be coordinated with City staff to minimize impacts to existing park operations and events.
9. Additional topographical survey information will be required and CASTO and CNL agree to split proportionally these costs, and all cost to date.
10. Construction cost will be proportioned to each development based on the volume of excavation required for each development determined after final design is complete (current estimate is 56% CNL and 44% CASTO).

This memo is a general understanding to allow both parties to present the concept to the City of Winter Park Commission. Final agreements will need to be implemented to further define each party's arrangement with each other and the City of Winter Park.

End of Memo



city commission public hearing

item type	Public Hearing	meeting date	January 14, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

Subject: Second Reading of the Ordinances for the Atlantic Housing project at 550 N. Denning and 861 W. Canton Avenue

These are the second readings of the Comp. Plan FLU and Rezoning for 861 W. Canton, as part of the request by Atlantic Housing Partners LLLP to develop the former site of the Denning Drive Apartment project at 550 N. Denning Drive and 961 W. Canton Avenue with a four story, 105 unit residential affordable senior housing development.

Planning Board Recommendation:

The Planning and Zoning Board recommended adoption of these two Ordinances:

Motion made by Mr. Sacha, seconded by Mr. Gottfried recommending approval of the comprehensive plan amendment future land use map designation from single family residential to high density. Motion carried unanimously with a 6-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Krecicki recommending approval of amending the official zoning map changing the zoning designation from R-1A to R-4. Motion carried unanimously with a 6-0 vote.

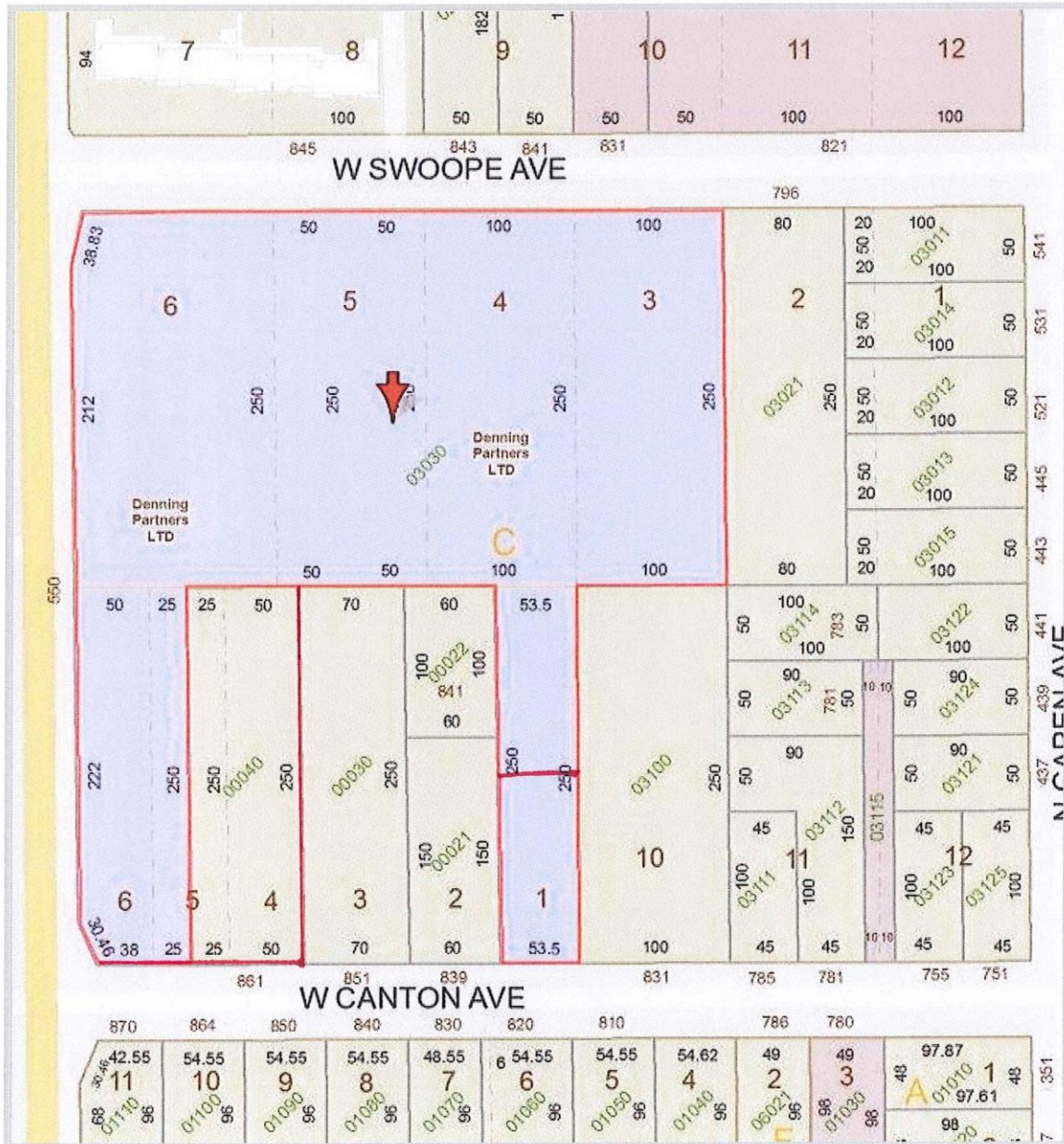
Summary:

This project is adding a new property at 861 W. Canton Avenue, zoned R-1A, to the previous development site and removing from the previous development plan the properties at 781/783/835 W. Canton Avenue and 441/437 N. Capen Avenue. To approve this project there are amendments required to the Comprehensive Plan and Zoning Code to rezone the property at 861 W. Canton Avenue to R-4.



OCA Web MAP

PRINT CONTACT



Parcel ID: 302206116803030 (Rng-Twn-Sec format)

0 50 ft

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

Created on 11/28/2012, Copyright 2007. Orange County Property Appraiser.



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE
MAP SO AS TO CHANGE THE FUTURE LAND USE
DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO HIGH
DENSITY RESIDENTIAL ON THE PROPERTY AT 861 WEST
CANTON AVENUE, MORE PARTICULARLY DESCRIBED
HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND
EFFECTIVE DATE.**

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

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

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on December 4, 2012, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on December 10, 2012 and January 14, 2013 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of single family residential to high density residential on the property at 861 W. Canton Avenue, said property being more particularly described as follows:

Lot 4 and the East Half of Lot 5, Capens Replat as recorded in Plat Book "O", Page 140 of the Public Records of Orange County, Florida.

Property Tax ID # 6-22-30-1170-00-040

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

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

SECTION 4. Effective Date. This Ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2013.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO
AS TO CHANGE THE ZONING DESIGNATION OF SINGLE
FAMILY (R-1A) DISTRICT TO MULTI-FAMILY (HIGH DENSITY R-
4) DISTRICT ON THE PROPERTY AT 861 WEST CANTON
AVENUE, MORE PARTICULARLY DESCRIBED HEREIN;
PROVIDING FOR CONFLICTS, SEVERABILITY AND
EFFECTIVE DATE.**

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Winter Park have recommended approval of this Ordinance at their December 4, 2012 meeting; and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map are hereby amended so as to change the existing zoning designation of single family (R-1A) district to multi-family (high-density R-4) district zoning on the property at 861 W. Canton Avenue, more particularly described as follows:

Lot 4 and the East Half of Lot 5, Capens Replat as recorded in Plat Book "O", Page 140 of the Public Records of Orange County, Florida.

Property Tax ID # 6-22-30-1170-00-040

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

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

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____ .

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2013.

Mayor

Attest:

City Clerk



1 STREET VIEW RENDERING
NTS

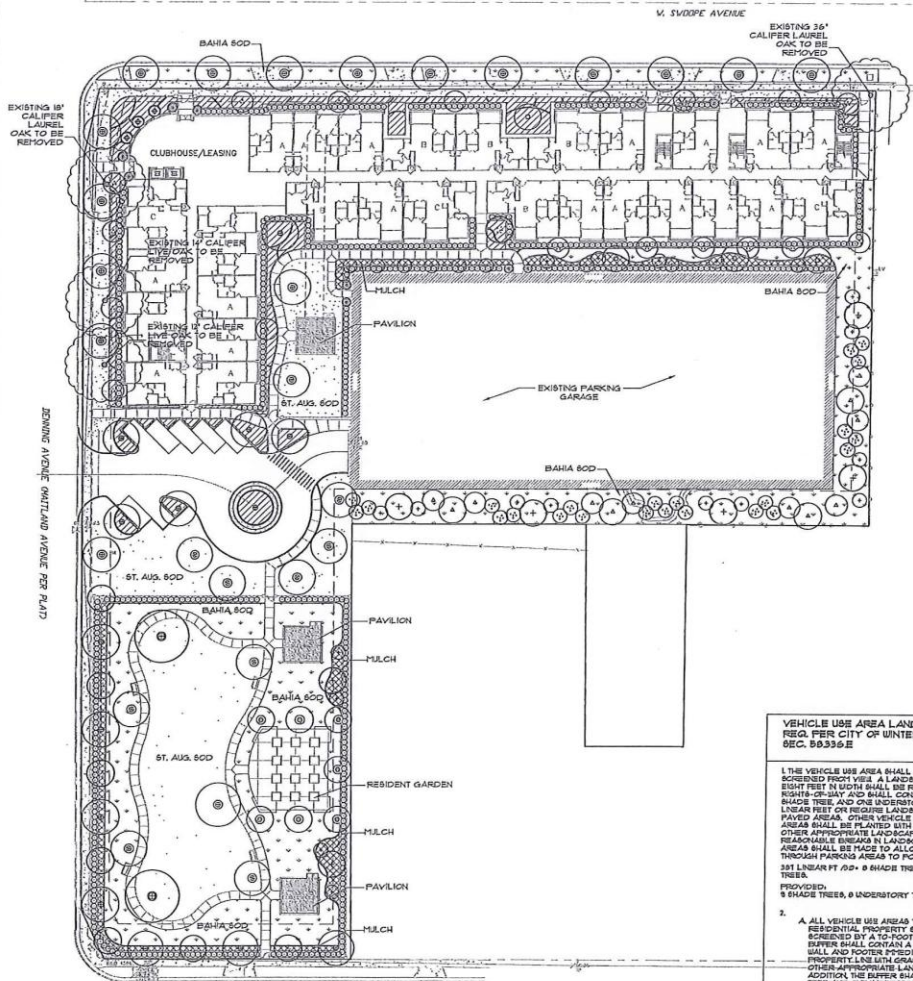
REVISIONS
PERMIT SET 08-18-12

SLOCUM • PLATTS
ARCHITECTS P.A.
RANDALL J. SLOCUM, AIA 13355 WILLIAM P. PLATTS, AIA 13263
AA-0002668 / AA-0002970
200 N. DENNING DR., SUITE 300
WINTER PARK, FL 32091
TEL: (407) 845-2019 FAX: (407) 845-2771

STREET VIEW RENDERING
KENSINGTON PLACE
500 N DENNING DR.
WINTER PARK, FLORIDA

DRAWN CAD
CHECKED JUP
DATE 08-18-12
SCALE AS NOTED
JOB NO. 12-034
SHEET

A1.0



PLANT LIST

CANOPY TREES	QTY.	SCIENTIFIC NAME	COMMON NAME	SPECIFICATION
⊖	2	QUERCUS VIRGINIANA	LIVE OAK	30 GAL, 10'-12' HT. X 4'-5' SPRD, 2-1/2" CAL.
⊖	2	QUERCUS VIRGINIANA	LIVE OAK	30 GAL, 10'-12' HT. X 4'-5' SPRD, 2-1/2" CAL.
⊖	30	QUERCUS VIRGINIANA HIGH RISE	HIGH RISE OAK	4' CAL, 14' HT. X 8' SPRD.
⊖	4	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	14' HT. X 8' SPRD.
⊕	7	PNUS ELLIOTTI	SLASH PINE	4' CAL, 14' HT. X 8' SPRD
⊕	26	PNUS ELLIOTTI	SLASH PINE	2 1/2" CAL, 10' HT. X 5' SPRD
⊕	4	TAXODIUM DISTICHUM	BALD CYPRESS	60 GAL, 14'-18' HT. X 5'-6' SPRD, 4" CAL.
⊕	8	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL, 9'-11 HT. X 3'-4' SPRD, 2 1/2" CAL.

UNDERSTORY TREES

⊕	8	LAGERSTROEIA INDICA 'PINK ROSE'	LAVENDER CRAPPE MYRTLE	10' HT X 4' SPRD, 2 1/2" CAL. MIX, MULTI
⊕	18	LIGUSTRUM JAPONICUM	LIGUSTRUM	8'X8', MULTI-TRUNK 3-5 CANES PIN.
⊕	7	CITRUS SP.	CITRUS	45 GAL, 8'-10' HT. X 8'-10' SPRD.
⊕	23	MYRTICA CERIFERA	WAX MYRTLE	30 GAL, 5' OA
⊕	3	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	20' HT. FULL TO GROUND MATCHED

SHRUBS

⊕	645	VIBURNUM SUSPENSUM	SANDANGKIA VIBURNUM	48" HT. MIN X 30" SP. 35" O.C.
⊕	10	PODOCARPUS MACROPHYLLUS	PODOCARPUS	15 GAL, 42"-48" HT. FULL

GROUNDCOVERS/ MULCH/ SOG

⊕	RHAMNOLIPS INDICA 'ALBA'	WHITE INDIAN HAZELHORN	3 GAL, 15"-18" HT. X 15"-18" SPRD, 24" O.C.
⊕	ILEX VOMITORIA 'NANA'	DIWARF YAUPOH HOLLY	1 GAL, 15"-18" HT. X 15"-18" SPRD, 24" O.C.
⊕	VIBURNUM OBOVATUM 'SHORLED CLASS'	SHORLED CLASS VIBURNUM	1 GAL, 15"-20" HT. X 15"-18" SPRD, 24" O.C.
⊕	MULCH		
⊕	ST. AUGUSTINE SOG		
⊕	BAHIA SOG		

VEHICLE USE AREA LANDSCAPING REQ. PER CITY OF WINTER PARK SEC. 90.336.E

1. THE VEHICLE USE AREA SHALL BE LANDSCAPED AND SCREENED FROM VIEW. A LANDSCAPE AREA A MINIMUM OF EIGHT FEET IN WIDTH SHALL BE REQUIRED ALONG PUBLIC RIGHTS-OF-WAY AND SHALL CONSIST OF A MIXED ONE SHADE TREE AND ONE UNDERSTORY TREE FOR EACH 50' LINEAR FEET OF REAR LANDSCAPED AREA ADJACENT TO PAVED AREAS. OTHER VEHICLE USE AREA LANDSCAPE AREAS SHALL BE PLANTED WITH GROUND COVER OR OTHER APPROPRIATE LANDSCAPE MATERIAL. REASONABLE BARRIERS TO LANDSCAPED VEHICLE USE AREAS SHALL BE MADE TO ALLOW PROVISIONAL ACCESS THROUGH PARKING AREAS TO PORTS OF DESTINATION.

301' LINEAR FT. 60" 8 SHADE TREES, 8 UNDERSTORY TREES.

PROVIDED:
1 SHADE TREES, 8 UNDERSTORY TREES

2. A ALL VEHICLE USE AREAS THAT ADJOIN A RESIDENTIAL PROPERTY SHALL BE EFFECTIVELY SCREENED BY A 10-FOOT HIGH BARRIER. THE BARRIER SHALL CONTAIN A 60-FOOT HIGH HAZARDY WALL AND FORTER PROSECUTORY ADJACENT TO THE PROPERTY LINE WITH GRASS, GROUNDCOVER, OR OTHER APPROPRIATE LANDSCAPE MATERIAL. IN ADDITION, THE BARRIER SHALL CONTAIN ONE SHADE TREE AND ONE UNDERSTORY TREE FOR EACH 60' LINEAR FEET OF LANDSCAPE AREA.

600' LINEAR FT. 100" 11 SHADE TREES, 1 UNDERSTORY TREE.

PROVIDED:
11 SHADE TREES, 1 UNDERSTORY, CONTINUOUS FENCE AND HEDGE WITH GROUNDCOVERS

NONRESIDENTIAL AND MULTIFAMILY PROPERTIES REQ. PER CITY OF WINTER PARK SEC. 90.336.

SEVENTY PERCENT OF PERVIOUS AREAS SHALL BE LOW WATER USE SOG WITH THE ALLOWANCE FOR WATER CONTAINER PLANTINGS ANYTIME WITH LOW-VOLUME IRRIGATION OR SEPARATE IRRIGATION ZONE ON A SEPARATE CONTROLLER PROGRAM. LOW-WATER USE SOGS SHALL BE ON A SEPARATE IRRIGATION ZONE.

TOTAL PERVIOUS AREA = 48345 SQ. FT. X 71 = 34242 SQ. FT.

PROVIDED:
34242 SQ. FT. LOW-WATER USE AREAS

BUILDING FACADE LANDSCAPING REQ. PER CITY OF WINTER PARK SEC. 90.336.D

1. WHEN BUILDING FACADES ARE VISIBLE FROM ANY PUBLIC RIGHTS-OF-WAY, ONE-HANDED PERCENT OF THE TOTAL LENGTH OF THE VISIBLE FACADE(S) EXCLUSIVE OF THOSE AREAS REQUIRED FOR DIRECT ACCESS TO THE BUILDING OR SPECIAL ARCHITECTURAL FEATURES NOT INTENDED TO BE SCREENED BY LANDSCAPING, SHALL HAVE A LANDSCAPE AREA.

2. THE LANDSCAPE AREA SHALL CONTAIN PLANTS AND BE FIFTY-FOOT WIDE OR SIX FEET LOCATED WITHIN A 20-FOOT DISTANCE OF THE FACADE OR 5' ADJACENT TO THE BUILDING FACADE IT SHALL BE AT LEAST EIGHT FEET IN WIDTH.

3. AT LEAST 50 PERCENT OF THE PLANTS SHALL BE A MINIMUM HEIGHT OF 2 INCHES AT THE TIME OF PLANTING AND ADJACENT A MINIMUM OF TWO FEET IN HEIGHT.

4. A MINIMUM OF FIVE UNDERSTORY TREES SHALL BE REQUIRED FOR EACH ONE-HANDED LINEAR FEET OF REQUIRED LANDSCAPE AREA.

5. A MINIMUM DISTANCE OF 10' BETWEEN ANY REQUIRED SHADE TREE TRUNK CENTERLINE AND ANY EXTERIOR WALL PART BE PROVIDED.

6. SHADE TREES AND LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE PROVIDED IN AREAS WHERE THE STREET FRONTAGE BUILDING SETBACK IS 5 FEET OR LESS. THE PLANTING AREA WIDTH FOR SHADE TREES SHALL BE SEVEN FEET. UNDERSTORY TREES MAY BE SUBSTITUTED TWO FOR ONE FOR REQUIRED SHADE TREES IF PLANTING AREA WIDTH IS LESS THAN SEVEN FEET. THE PLANTING AREA WIDTH FOR UNDERSTORY TREES SHALL BE FOUR FEET.

PROVIDED:
CONTINUOUS HEDGE FOR ONE-HANDED PERCENT OF THE VISIBLE FACADE, FOR SHADE AND UNDERSTORY TREE REQS. PROVIDED SEE PROVIDED FOR SEC. 90-336.E



130 West Robinson Street
Orlando, Florida 32801-1617
Phone (407) 648-2253
Fax (407) 648-0172

DATE: 10/2/12
SCALE: 1"=30'-0"

500 DENNING

WINTER PARK, FL
LANDSCAPE PLAN
CODE REQUIREMENTS
PLANT LIST

DATE: 10/2/12
SCALE: 1"=30'-0"
DRAWN BY: M
CHECKED BY: RRC
PROJECT: WFL300DUG



L=300



CITY OF WINTER PARK Planning & Zoning Board

Regular Meeting
City Hall, Commission Chambers

December 4, 2012
7:00 p.m.

MINUTES

Chair Whiting called the meeting to order at 7:00 p.m. in the Commission Chambers of City Hall. Present: Sarah Whiting, Tom Sacha, Peter Gottfried, Randall Slocum, James Johnston, Drew Krecicki and Robert Hahn. Staff: Planning Director Jeffrey Briggs and Recording Secretary Lisa Smith.

Approval of minutes – November 6, 2012:

Motion made by Tom Sacha and seconded by Peter Gottfried, seconded by to approve the November 6, 2012, meeting minutes. Motion carried unanimously with a 6-0 vote.

PUBLIC HEARINGS

Note: Mr. Slocum was a member of the development team and did not participate in the discussion or voting on this item. (Form 8B, Memorandum of Voting Conflict was completed by Mr. Slocum and is attached to these minutes).

REQUEST OF ATLANTIC HOUSING PARTNERS, LLLP TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS CHANGE THE EXISTING DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON THE PROPERTY AT 861 WEST CANTON AVENUE.

REQUEST OF ATLANTIC HOUSING PARTNERS, LLLP TO: AMEND THE OFFICIAL ZONING MAP SO AS CHANGE THE EXISTING ZONING OF SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT TO MULTI-FAMILY (HIGH DENSITY R-4) DISTRICT ON THE PROPERTY AT 861 WEST CANTON AVENUE.

REQUEST OF ATLANTIC HOUSING PARTNERS, LLLP FOR: CONDITIONAL USE APPROVAL FOR A FOUR STORY, 105 UNIT SENIOR LIVING FACILITY OF AFFORDABLE SENIOR HOUSING UNITS ON THE PROPERTIES AT 550 N. DENNING DRIVE AND 861 WEST CANTON AVENUE.

Planning Director Jeffrey Briggs presented the staff report. He explained that Atlantic Housing Partners LLLP is requesting to develop the former site of the half-finished Denning Drive Apartment project at 550 N. Denning Drive with a four-story, 105 unit residential affordable senior housing development. The project would utilize the existing on-site three level parking garage. He explained that this project is adding a new property at 861 W. Canton Avenue, zoned R-1A, to the previous development site and removing from the previous development plan the properties at 781/783/835 W. Canton Avenue and 441/437 N. Capen Avenue. He said that in order to approve this project there are amendments required to the Comprehensive Plan and Zoning Code to rezone the property at 861 W. Canton Avenue to R-4 and the Conditional Use for the overall project. Due to the project size, a city-wide notice of these public hearings has been mailed to all 15,500 households in the City as well as notices mailed to the property owners within 1,500 feet. The revised development site is 3.5 acres. Mr. Briggs discussed the history of the project, the current development request, building height, architectural elevations, landscaping, building setbacks, storm water retention, traffic impact, parking, affordable housing provisions and the variances requested and relevant comprehensive plan policies.

Mr. Briggs summarized by stating that this is a very good alternative development plan as compared to the previous proposed redevelopment which is vested. As a senior affordable housing project it fills an important social need given our aging population. The site plan revisions and the creation of the open space park on the Canton/Denning corner will be very appealing. The staff welcomes the trade-off for one more floor (4 stories vs. 3 stories) to get this open space park amenity. The new building is further setback from the street frontages which importantly provides more space for landscape screening for the building along the street. The 2006 project had a continuous 470 foot long façade along Denning Drive contrasted with this much smaller 165 foot long façade along Denning Drive. In terms of building size, the 2006 project was a building of 138,788 sq. ft. and the 2012 project is 124,829 sq. ft. or about 14,000 sq. ft. smaller. It has the same number of units but in a 10% smaller building. Staff recommendation is for approval of the comprehensive plan and zoning code amendment ordinances (861 W. Canton) and approval of the conditional use with the Development Agreement to incorporate the entitlements and variances of record.

Rebecca Wilson, Lowndes, Drosdick, Cantor and Reed, represented the applicant. She introduced the members of the development team. She also submitted into the record affidavits and qualifications of the members of the development team and that the project is in compliance with the City's comprehensive plan. She used a Power Point presentation to provide details of the proposed project. She noted that the Florida Housing Finance Corporation ensures that criteria for age and income are met since that is the agency that issues the tax credit for the project. She responded to Board member questions and concerns.

Scott Culp, Atlantic Housing Partners, also responded to Board member questions and concerns regarding the corner park/open space, the security fencing anticipated, the adequacy of parking, common areas within the project and overall staffing.

Sally Flynn, 1400 Highland Avenue, stated that she was not opposed to the project but expressed concern with the increase in density. She also expressed concern with how park and green space is being monitored in the City.

Dan Bellows, 558 West New England Avenue, spoke in favor of the project and explained that the previous Denning Drive apartments were based on 2.0 spaces per unit so there was always at least 60-70 surplus spaces in the parking garage.

No one else wished to speak concerning this request. Public hearing closed.

The Board members all made individual comments of support for the project and the desirability of the redesign. The Board complimented the applicant on the redesign and expressed that the open space park on the corner would be a wonderful visual enhancement to that corner.

Mr. Hahn asked the Board to discuss the question of accessibility of open space such as this private park on the Canton/Denning corner as public (versus private) gathering spots and encouraged the City to look for ways (balancing the security concerns) for broader use of those areas.

Ms. Whiting asked the Board for more discussion of the parking variance given the characteristics of the residents age (55 and up) and other factors. There was considerable discussion of the parking study provided, its factual support for the variance and the knowledge of this market sector by the applicant. Other members expressed that with 125 surplus parking spaces in the parking garage, it might be advisable for a lesser variance especially if the City could revisit once the project is up and occupied since the City can require less parking later but not more parking later.

The Board asked Mr. Bellows (as the user of the surplus spaces) for his comments. Mr. Bellows indicated that he was Ok with that change if there was a way to revisit the issue once the project is occupied. The Board discussion agreed that this was a reasonable approach to resolve the issue.

Motion made by Mr. Sacha, seconded by Mr. Gottfried recommending approval of the comprehensive plan amendment future land use map designation from single family residential to high density. Motion carried unanimously with a 6-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Krecicki recommending approval of amending the official zoning map changing the zoning designation from R-1A to R-4. Motion carried unanimously with a 6-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to recommending approval of the "final" conditional use with a revision to the parking variance to require 170 parking spaces located in the parking garage which gives a parking ratio of 1.62 cars per unit and with the caveat that this parking number or ratio can be reevaluated six months after the project is completed and totally occupied to determine if the original variance requested is warranted. The approval shall also include the revised Development Agreement and the elimination of the former property in the former agreement as presented by staff. Motion carried unanimously with a 6-0 vote.



city commission **public hearing**

item type	Public Hearing	meeting date	January 14, 2013
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Department		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject: Rezoning of the rear portion of 835 W. Canton Avenue from R-1A to R-4.

In accordance with the Conditional use and Development Agreement approved by the City Commission on December 10, 2012 for the Atlantic Housing senior housing project, this is a request for the Comp. Plan and Zoning change from the existing single family designations (R-1A) to high density residential (R-4) for the small piece of the project to be used for the storm water retention area.

P&Z Board Recommendation:

The Planning and Zoning Board met on Tuesday night, January 8th after these agenda materials were posted to the City Commission and on the website. The action by P&Z and their minutes will be posted ASAP.

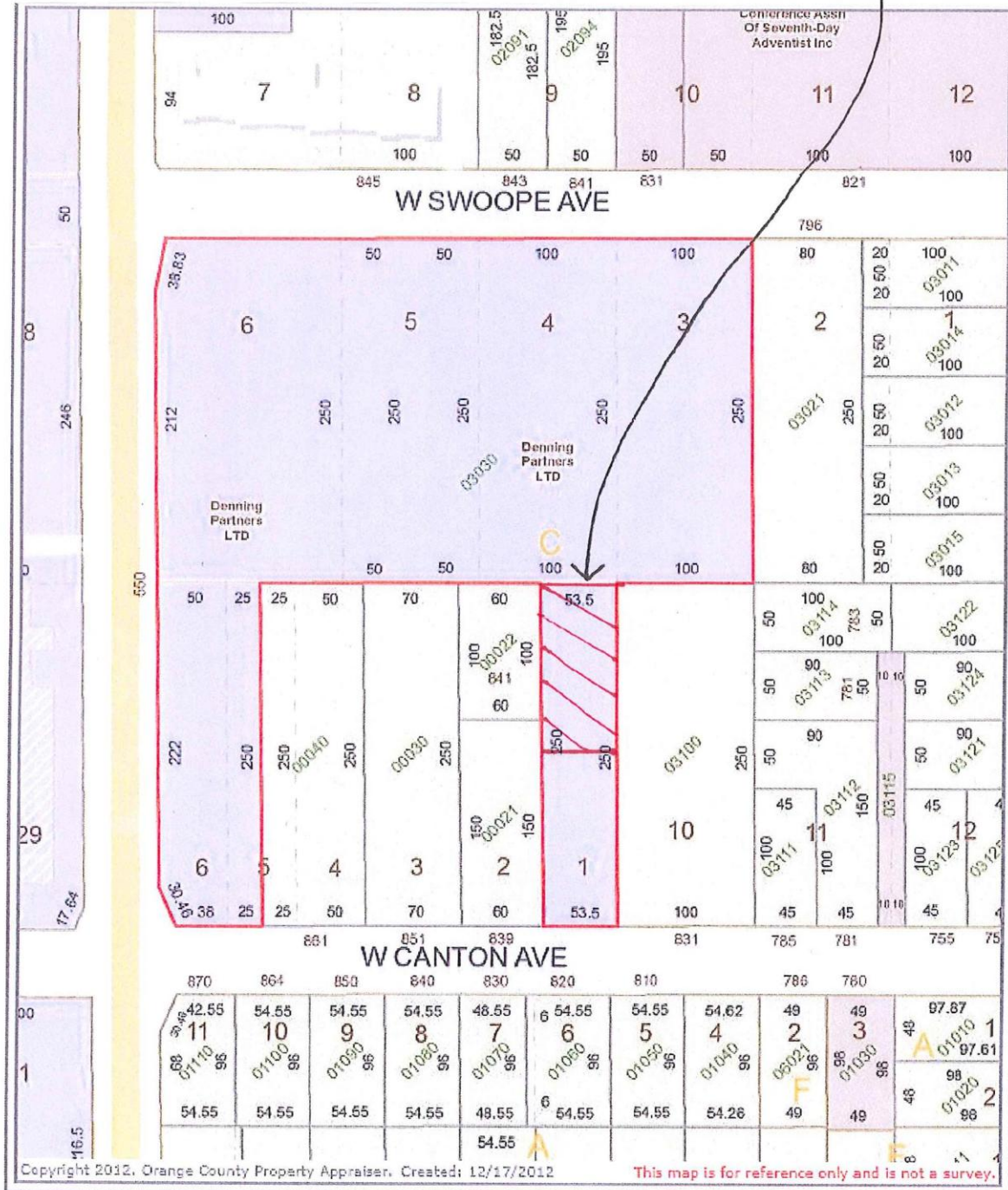
Summary:

Last month, the City Commission approved the Conditional Use and Development Agreement for the Atlantic Housing development of 105 affordable senior housing units on the properties at 550 N. Denning and 861 W. Canton.

Unfortunately, what was over-looked was the FLU and Zoning for the small piece of the project that will be used as the storm water retention area. During the City Commission public hearing it came to our attention that this small portion of the property (approximately 6,900 sq. ft.) is still zoned single family on the Official Zoning Map. This small parcel is a remnant of the property at 835 W. Canton Avenue that was consolidated into the 550 N. Denning Drive property. Atlantic Housing, the city staff and the seller believed that the zoning of this entire property (as indicted on the Orange County Property Appraiser's maps) was R-4. However, it is R-1A.

Both the 2006 Development Agreement and the newly approved 2012 Development Agreement grant the density from this small remnant parcel based on the R-4 entitlements. While Atlantic Housing LLLP may rely upon the approved CUP and 2012 Development Agreement, they are concerned that potential lenders and their attorneys may have concerns about this remnant R-1A zoning. So in order to remedy any confusion or concerns, the City volunteered to process a FLU amendment and rezoning to bring this into conformance with the parameters of the approved project. Thus, this agenda item to change the FLU and Zoning of this small parcel to R-4 to match the rest of the project's zoning.

Rear Portion of
835 W. Canton (North 127 feet)



Rear Portion of 835 W. Canton Avenue



Lowndes
Drosdick
Doster &
Kantor
Reed, P.A.

A T T O R N E Y S
A T L A W

M. REBECCA WILSON
DIRECT DIAL: 407-418-6250
North Eola Drive Office
POST OFFICE BOX 2809
ORLANDO, FLORIDA 32802-2809
rebecca.wilson@lowndes-law.com

 MERITAS LAW FIRMS WORLDWIDE

December 14, 2012

Mr. Jeff Briggs
Planning & Community Development Director
Winter Park Planning Dept.
401 Park Avenue South
Winter Park, FL 32789

Re: 550 N. Denning Avenue

Dear Jeff:

As you know this firm represents Atlantic Housing LLLP. As you also know the City has approved a CUP and Development Agreement for the development of 105 affordable senior housing units on the properties at 550 N. Denning and 861 W. Canton.

It came to our attention during the City Commission public hearing that a small portion of our property (approximately 6,900 sq. ft.) is still zoned single family on the Official Zoning Map. This small parcel is a remnant of the property at 835 W. Canton Avenue that was consolidated into the 550 N. Denning Drive property. Atlantic Housing, the city staff and the seller believed that the zoning of this entire property (as indicated on the Orange County Property Appraiser's maps) was R-4.

Both the 2006 Development Agreement and the newly approved 2012 Development Agreement grant the density from this small remnant parcel based on the R-4 entitlements. While Atlantic Housing LLLP may rely upon the approved CUP and 2012 Development Agreement, we are concerned that potential lenders and their attorneys may have concerns about this remnant zoning. We request that, accordingly, the City process an amendment and rezoning to bring this into conformance.

Very truly yours,



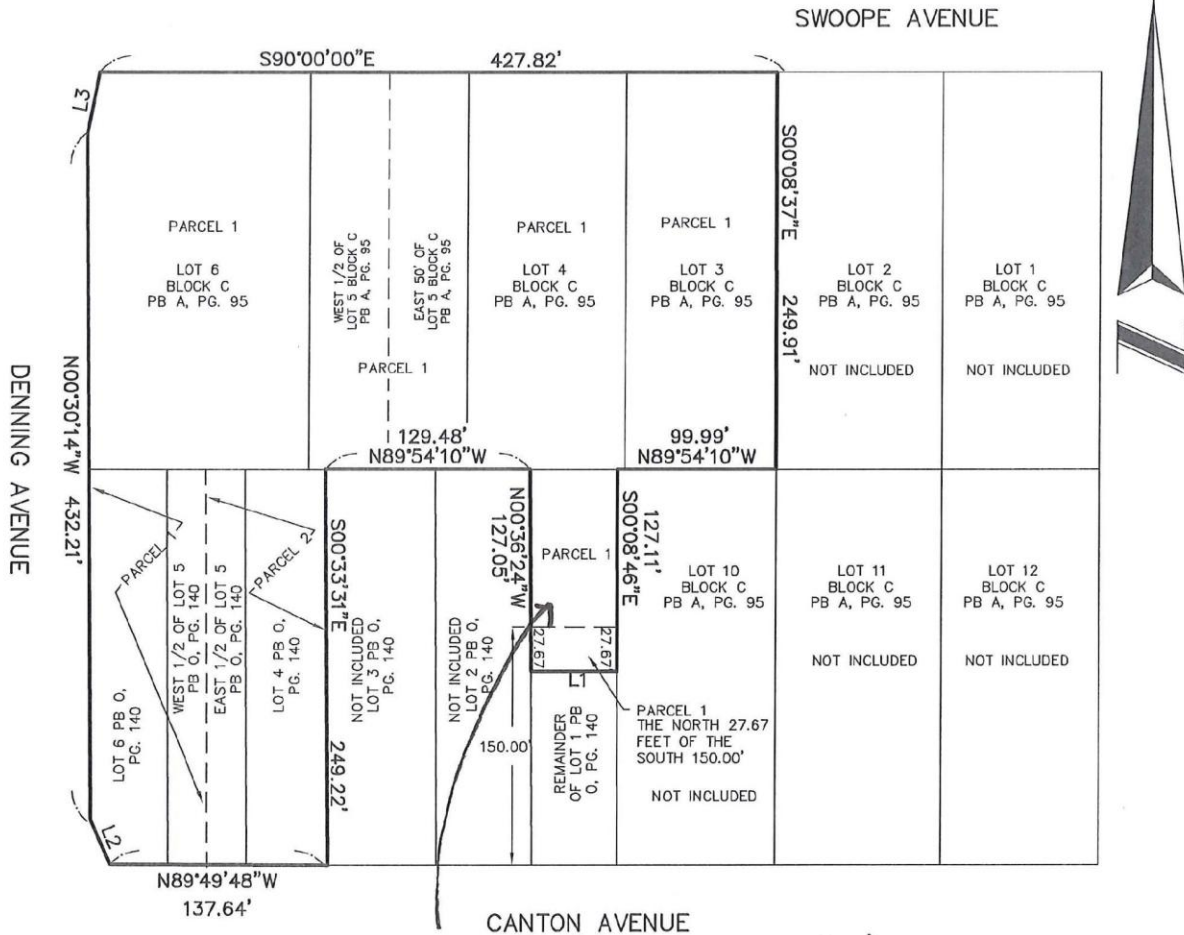
M. Rebecca Wilson

MRW/nle

SKETCH OF DESCRIPTION

*Atlantic Housing
Senior Apts.*

LINE TABLE		
LINE	LENGTH	BEARING
L1	54.36'	N89°49'48"W
L2	30.59'	N23°35'49"W
L3	38.76'	N11°24'20"E



Rear Portion of 835 W. Canton

SHEET 2 OF 2



213 S. Dillard Street, Suite 210
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON WESTERLY RIGHT OF WAY LINE OF DENNING AVENUE AS HAVING AN ASSUMED BEARING OF NORTH 00°22'41" WEST.

JOB NO. 20120177

DATE: NOV. 15, 2012

SCALE: 1 INCH = 100 FEET

FIELD BY: N/A

CALCULATED BY: EGT

DRAWN BY: EGT

CHECKED BY: JLR

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA AMENDING CHAPTER 58, "LAND
DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE
PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE
FUTURE LAND USE DESIGNATION OF SINGLE FAMILY
RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON THE
REAR PORTION OF THE PROPERTY AT 835 WEST
CANTON AVENUE, MORE PARTICULARLY DESCRIBED
HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY
AND EFFECTIVE DATE.**

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

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

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on January December 4, 2012, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on January 14, 2013 and January 28, 2013 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of single family residential to high density residential on the rear portion of the property at 835 W. Canton Avenue, said property being more particularly described as follows:

The North 127 feet of Lot 1, Capens Addition Replat as recorded in Plat Book "O",
Page 140 of the Public Records of Orange County, Florida.

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

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

SECTION 4. Effective Date. This Ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2013.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA AMENDING CHAPTER 58, "LAND
DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE
OFFICIAL ZONING MAP SO AS TO CHANGE THE ZONING
DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT TO
MULTI-FAMILY (HIGH DENSITY R-4) DISTRICT ON THE
REAR PORTION OF THE PROPERTY AT 835 WEST
CANTON AVENUE, MORE PARTICULARLY DESCRIBED
HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY
AND EFFECTIVE DATE.**

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Winter Park have recommended approval of this Ordinance at their January 8, 2013 meeting; and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map are hereby amended so as to change the existing zoning designation of single family (R-1A) district to multi-family (high-density R-4) district zoning on the rear portion of the property at 835 W. Canton Avenue, more particularly described as follows:

The North 127 feet of Lot 1, Capens Addition Replat as recorded in Plat Book "O",
Page 140 of the Public Records of Orange County, Florida.

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

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

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2013.

Attest:

Mayor

City Clerk



city commission **public hearing**

item type	Public Hearing	meeting date	January 14, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject: Annexation of 500 E. Lake Sue Avenue

The public hearing is a request from Mr. Jeff Faine, the owner of the property at 500 E. Lake Sue Avenue to annex that property into the City. It is a vacant lot that will soon be used for a new single family home. This is a part of the "Stonehurst" enclave that the City desires to annex.

Recommendation:

The staff recommendation is for approval. Annexations do not go to P&Z. P&Z will make a recommendation on the Comp. Plan FLU and Zoning when the City establishes the same single family residential zoning (R-1AA) as presently exists in Orange County. The property has to be annexed first in order to have jurisdiction to take that step.

Summary:

The one Comprehensive Plan policy that governs this annexation requests is as follows:

Policy 1-3.13.1: Actively Pursue the Annexation of Enclaves. Winter Park shall actively pursue the annexation of enclaves as these additions provide economies and efficiencies in service delivery to both Orange County and the City of Winter Park.



WP Zoning



Prepared by and return to:
Jeff Briggs, Planning Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

ORDINANCE NO. 2898-13

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ANNEXING THE PROPERTY AT 500 EAST LAKE SUE AVENUE; MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF THE CITY OF WINTER PARK'S CHARTER, ARTICLE I, SECTION 1.02, CORPORATE BOUNDARIES TO PROVIDE FOR THE INCORPORATION OF THE REAL PROPERTY DESCRIBED HEREIN; PROVIDING FOR THE FILING OF THE REVISED CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to insure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the City Commission hereby finds that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, The owner of the property has provided their voluntary consent and petitioned the City of Winter Park for this annexation as described in Exhibit "A" and shown on Exhibit "B", which is the area to be annexed; and:

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Winter Park; and

WHEREAS, the City Commission has determined that the annexation of the subject area has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Winter Park Comprehensive Plan, Charter and Municipal Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Winter Park, the City Commission of the City of Winter Park desires to annex the real property generally described below into the municipal boundaries of the City of Winter Park; and

WHEREAS, upon adoption of this Ordinance, the municipal boundaries lines of the City of Winter Park, shall, for purposes of Article I, Section 1.02 of the Municipal Charter, shall be redefined to include the subject real property.

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

Section 1. Annexation of Real Property. The real property described herein shall be, and is hereby annexed into the City of Winter Park, Florida. This real property is described in Exhibit “A” and illustrated in Exhibit “B”. These Exhibits are incorporated herein by reference. The described real property shall be existing within the boundaries of the City of Winter Park, Florida and known to be existing within said boundaries from the effective date of this Ordinance.

Section 2. Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated herein by reference and are fully effective as part of this Ordinance.

Section 3. City Boundaries Redefined; Winter Park Charter Amended. Pursuant to Section 166.031(3), Florida Statutes and Section 171.091, Florida Statutes, the City of Winter Park Charter, Article I, Section 1.02 is hereby amended to redefine the corporate boundaries of the City of Winter Park to include the real property described in Section 1 and Exhibits “A” and “B” of this Ordinance. The City Clerk shall file the revised Winter Park Charter, Article 1, Section 1.02 with the Department of State within seven days after the effective date of this Ordinance. Section 1.02 provides that the corporate boundaries of the City of Winter Park shall remain as they exist on the date the amended Charter took effect, and provides that the City has the power to change its boundaries in the manner prescribed by law. The amendment to the Charter will provide that after the effective date of the adoption of Section 1.02, the property subject to this Ordinance was annexed, and the legal description of the property will not be included in the Charter but the Ordinance number shall be included so that the public is on notice that a description of the corporate boundaries, including the property annexed hereby, is on file in the City Clerk’s office.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances and Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 5. Severability. Should any section or provision of this Ordinance or any portion hereof, including any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole, and the invalid portion shall be severed from the remainder of this Ordinance and the remainder of this Ordinance shall be continue to be lawful, enforceable and valid.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

ADOPTED by the City Commission of the City of Winter Park, Florida at a regular meeting assembled on the _____ day of _____, 2013.

Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

First Reading: _____, 2013

Second Reading: _____, 2013

Effective Date: _____, 2013

Exhibit A


500 East Lake Sue Avenue Annex

PROPERTY TAX ID# 17-22-30-4788-00-007

Metes and Bounds Legal Description:

Per the REPLAT OF PART OF LAKE VIRGINIA SHORES as recorded in Plat Book "Q", Page 53 of the Public Records of Orange County, Florida: BEGIN AT THE NW COR SEC 17 22 30 THEN RUN SOUTH 298 FT; THEN EAST 231 FT; THEN NORTH 298 FT; THEN WEST 231 FT TO POB.

Exhibit "B"



Property to be annexed 500 E. Lake Ave
17-22-30-4788-00-007



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

www.cityofwinterpark.org

December 17, 2012

Board of the Orange County Commission
Orange County Administration
PO Box 1393
Orlando, FL 32801

RE: Annexation of 500 E. Lake Sue Avenue

Dear Board of County Commissioners:

Pursuant to Chapter 171, Florida Statutes, the City of Winter Park has received a voluntary annexation petition from the owner of the property at 500 E. Lake Sue Avenue to annex that property. Enclosed is a copy of the legal advertisement and ordinance. The legal advertisements will run in the Orlando Sentinel for two consecutive weeks on Sunday, December 23, 2012 and Sunday, December 30, 2012.

The ordinance for this annexation will be heard at public hearings on January 14, 2013 and January 28, 2013 at 3:30 pm in the Commission Chambers of City Hall, 401 S. Park Avenue, Winter Park.

If you have other questions, please contact me at jbriggs@cityofwinterpark.org or at (407) 599-3440.

Sincerely,

Jeffrey Briggs,
Planning Director

Enclosures

NOTICE OF ANNEXATION

CITY OF WINTER PARK
PUBLIC NOTICE

TO CONSIDER THE ANNEXATION OF 500 E. LAKE SUE AVENUE

NOTICE is hereby given that public hearings will be held by the Winter Park City Commission on Monday, January 14, 2013 at 3:30 p.m. and on Monday, January 28, 2013 at 3:30 pm in the Winter Park City Hall, Commission Chambers at 401 S. Park Avenue, Winter Park, Florida, to consider the following:

ORDINANCE NO. 2896-13

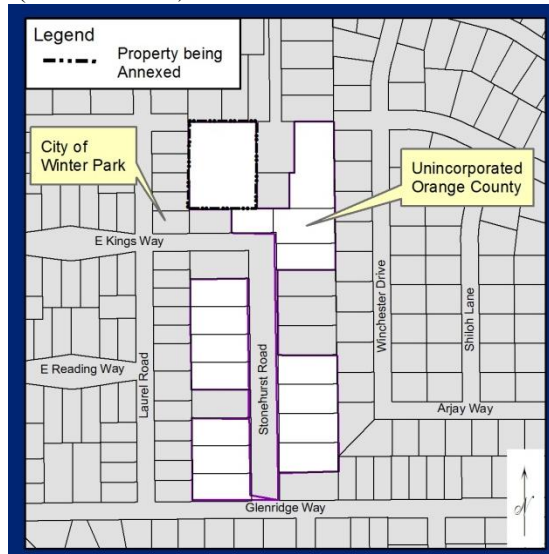
AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ANNEXING THE PROPERTY AT 500 EAST LAKE SUE AVENUE.

The complete legal description by metes and bounds as well as a complete copy of this proposed Ordinance No. 2896-13 may be obtained and inspected at the office of the City Clerk at 401 Park Avenue, South, Winter Park, Florida during regular business hours.

All interested parties are invited to attend and be heard. Additional information is available in the City Clerk's office so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.

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

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



Cynthia S. Bonham, CMC
City Clerk

Publish: Sunday, December 23, 2012 and Sunday, December 30, 2012, Orlando Sentinel

STATE OF FLORIDA
COUNTY OF ORANGE

PETITION FOR VOLUNTARY ANNEXATION

To the City Commission of the City of Winter Park, Florida:

The undersigned hereby petitions for voluntary annexation by the City of Winter Park, Florida of the property described herein, in accordance with Article VIII, Section 2(c) of the Constitution of the State of Florida and Florida Statute 171.044, and represents and states as follows:

I

The petitioner is the owner of record of the property which is the subject of this petition.

II

The property which is the subject of this petition lies wholly within the boundaries of Orange County, Florida.

III

No part of the property which is the subject of this petition lies within the corporate limits of any incorporated municipality.

IV

The property which is the subject of this petition is described as follows:

Jeffrey Taine
Name of Petitioner

Signature _____

1900 N Magnolia Ave.
Address

Address

Suite A
Orlando, FL 32803
407 562 8076
Telephone

Telephone

Witness

Witness _____

Witness

Witness





city commission public hearing

item type	Public Hearing	meeting date	January 14, 2013
prepared by department division	Michelle del Valle City Management	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" 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

1. Ordinance amending City of Winter Park Police Officers' Pension Plan
2. Ordinance amending City of Winter Park Firefighters' Pension Plan

motion | recommendation

Approve both ordinances, separately, on first reading.

summary

In 2010 the City hired Foster and Foster to assist in the development of potential cost cutting options for both the Police and Fire pension programs. At the completion of the study, two measures were agreed upon by the City and were negotiated with the respective unions of each department. The Fire union agreed to the changes in their 2011-2013 contract and the changes were imposed as part of the Police union's 2011 contract and agreed upon in 2012.

While the changes were being negotiated with the unions, the City was also lobbying the State to change their interpretation of the law on the use of insurance premium tax revenues. The administrative ruling was reversed in August 2012. Until this reversal was recognized, it would have been cost prohibitive for the City to implement the modifications.

The two modifications are as follows:

1. Members contributions are not credited with interest (previously 5%, compounded annually)
2. Members who retire on or after Early or Normal Retirement Date (including DROPs) are entitled to COLA at age 60 (previously it was all members); Vested termination benefits are deferred to age 55 (previously 55 or 20 years of service)

Cost savings are as follows:

- Winter Park Police Officers' Pension – FY 13 1.8% of covered payroll or \$77,537
- Winter Park Firefighters' Pension - FY 13 2.5% of covered payroll or \$106,199
- Total savings in current FY - \$183,736

board comments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE CITY OF WINTER PARK POLICE OFFICERS' PENSION PLAN; AMENDING SECTION 74-201, DEFINITIONS; AMENDING SECTION 74-206, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 74-209, VESTING; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park Police Officers are presently provided pension and certain other benefits under Ordinances of the City of Winter Park; and

WHEREAS, the City and Teamsters (Local 385) entered into a collective bargaining agreement providing for certain changes to the Police Officers' Pension Plan; and

WHEREAS, to implement the pension changes contained in the collective bargaining agreement it is necessary to amend the Police Officers' Pension Plan.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS;

SECTION 1: Section 74-201 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-201. – Definitions.

1. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated contributions means a Member's own contributions with interest at the rate of five percent (5%) per annum through the effective date of this ordinance. Effective on and after the effective date of this ordinance, accumulated contributions means a Member's own contributions to the System, without interest. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing the amount attributable to Member contributions based on the applicable Member contribution rate, and any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions.

SECTION 2: Section 74-206 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-206. - Benefit amounts and eligibility.

1. *Normal Retirement Date.* A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the completion of twenty (20) years of Credited Service, regardless of age. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

2. *Normal Retirement Benefit.* A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefits shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service.

3. *Early Retirement Date.* A Member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.

4. *Early Retirement Benefit.* A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he continued employment as a Police Officer and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date, except that Credited Service and Average Final Compensation shall be determined as of his early retirement date; or

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the normal retirement date.

C. Notwithstanding any other provision of this section 74-206, retirement benefits of Members with at least ten (10) years of Credited Service who terminate employment with the City for any reason, voluntary or involuntary, on or after the effective date of this ordinance and prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

5. *Cost-of-Living Adjustment.*

A. This subsection shall apply to ~~those Members who are eligible for normal or early retirement and who retire~~ retiring on or after October 1, 2002, or those persons who are vested and terminate their employment on or after that date. Beginning on the first day of the month following the date on which a Retiree reaches age sixty (60), and annually on the same date in each subsequent year, the monthly benefit of each Retiree, Beneficiary, joint annuitant or terminated vested person who retires or otherwise terminates employment on or after the effective date of the ordinance adopting this subsection, shall be increased by three percent (3%). Beneficiaries and joint annuitants of deceased Retirees shall receive adjustments as provided for herein based on the age of the deceased Retiree.

B. Beginning October 1, 2003 and on each subsequent October 1st, the benefit recipients described in A. above shall, after receiving their first benefit increase on the first day of the month following their sixtieth birthday, receive their three percent (3%) annual adjustment on each October 1st thereafter. The October 1, 2003 increase for those currently receiving benefits, and the first October 1st following the sixtieth birthday increase, for those who begin benefits after October 1, 2003, shall be prorated according to the number of months since the immediately preceding increase was received.

C. Notwithstanding any other provision of this subsection 5, Members who terminate City employment on or after the effective date of this ordinance for any reason, voluntary or involuntary, prior to attaining eligibility for normal or early retirement, shall not be eligible for a cost of living adjustment pursuant to this subsection.

6. *Required Distribution Date.* The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City

SECTION 3: Section 74-209 of Chapter 74 of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-209. - Vesting

If a Member terminates his employment as a Police Officer, either voluntarily or by discharge, and is not eligible for any other benefits under this System, the Board shall be entitled to the following:

1. If the Member has less than ten (10) years of Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If the Member has ten (10) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for early or normal retirement and based upon the Member's Credited

Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the Member's otherwise early or normal retirement date, determined as if he had remained employed, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise early or normal retirement date. If the Member does not withdraw his Accumulated Contributions and does not survive to his otherwise early or normal retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, who has ten (10) or more years of Credited Service and who dies from a condition that was not-in-line of duty as provided under Pre-Retirement Death.

3. Notwithstanding any other provision of this section 74-209, retirement benefits of Members with at least ten (10) years of Credited Service who terminate City employment on or after the effective date of this ordinance for any reason, voluntary or involuntary, prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

SECTION 4: If any provision of this Ordinance or the application thereof is held invalid such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications and to this end the provisions of this Ordinance are hereby declared severable.

SECTION 5: All other ordinances of the City of Winter Park, Florida or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

SECTION 6: This Ordinance shall be codified in the Code of Ordinances of the City of Winter Park, Florida.

SECTION 7: This Ordinance shall become effective upon its adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held at City Hall, Winter Park, Florida on the ____ day of _____, 2013.

Mayor Kenneth W. Bradley

Attest: _____
Cynthia S. Bonham, City Clerk

December 31, 2012

Mr. Randy Knight
City Manager
City of Winter park
401 Park Avenue South
Winter Park, Florida 32789-4286

**Re: Winter Park Police Officers' Retirement System
Actuarial Impact Statement**

Dear Randy:

As requested, we are pleased to enclose three (3) copies of the Actuarial Impact Statement for filing the proposed Ordinance (copy attached) under the Winter Park Police Officers' Retirement System (System) with the State of Florida.

Background – Under the current System:

- Member contributions are credited with interest at the rate of 5%, compounded annually.
- All Members are entitled to a 3% annual cost of living adjustment (COLA) beginning at age 60.
- Vested termination benefits are deferred to the earlier of age 55 or the date the Member would have completed 20 years of service.

Proposed Ordinance – Under the proposed Ordinance:

- Member contributions are not credited with interest.
- Members who retire on or after Early or Normal Retirement Date (including DROPs) are solely entitled to a 3% annual COLA beginning at age 60.
- Vested termination benefits are deferred to age 55.

Results – Based upon the results of our Actuarial Impact Statement, the proposed benefit provisions decrease the minimum required City contribution for fiscal year ending September 30, 2012 by **1.8% of covered payroll (\$77,537)**. The figure in parentheses is the System cost expressed as a dollar amount based on projected covered annual payroll (\$4,307,624).

Filing Requirements - We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note that this Statement must be signed and dated on behalf of the

Retirement Committee. Copies of the proposed Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement should be filed with the State at the following addresses:

Mr. Douglas E. Beckendorf, A.S.A.	Ms. Patricia Shoemaker
Bureau of Local Retirement Services	Office of Municipal Police Officers'
Division of Retirement	& Firefighters' Pension Fund
Building 8	Building 8
Post Office Box 9000	Post Office Box 3010
Tallahassee, Florida 32315-9000	Tallahassee, Florida 32315-3010

We understand the State requires funding no later than the fiscal year next following the effective date of the increases in benefits provided under the Ordinance. Please forward a copy of the Ordinance upon passage at second reading to update our files.

Actuarial Assumptions and Methods, Financial Data, Member Census Data and System Provisions – The actuarial assumptions and methods, financial data and Member census data utilized in this Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and Member census data utilized in the October 1, 2011 Actuarial Valuation.

The System provisions considered in this Actuarial Impact Statement are the same System provisions considered in the October 1, 2011 Actuarial Valuation as modified above.

This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed benefit changes on the System and is not intended as a recommendation in favor of the change nor in opposition to the change.

These calculations are based upon assumptions regarding future events. However, the System's long term costs will be determined by actual future events, which may differ materially from the assumptions made. These calculations are also based upon present and proposed System provisions that are outlined or referenced in this Actuarial Impact Statement.

If you have reason to believe the assumptions used are unreasonable, the System provisions are incorrectly described or referenced, important System provisions relevant to this proposed Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact Statement.

If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: System experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the System's funded status); and changes in System provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the System as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

The signing actuaries are independent of the System sponsor.

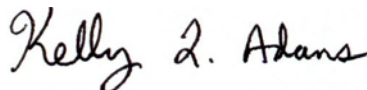
The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,



Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary



Kelly L. Adams, A.S.A.
Consultant and Actuary

Enclosures

cc: Mr. Jeff Templeton

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE CITY OF WINTER PARK POLICE OFFICERS' PENSION PLAN; AMENDING SECTION 74-201, DEFINITIONS; AMENDING SECTION 74-206, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 74-209, VESTING; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park Police Officers are presently provided pension and certain other benefits under Ordinances of the City of Winter Park; and

WHEREAS, the City and Teamsters (Local 385) entered into a collective bargaining agreement providing for certain changes to the Police Officers' Pension Plan; and

WHEREAS, to implement the pension changes contained in the collective bargaining agreement it is necessary to amend the Police Officers' Pension Plan.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS;

SECTION 1: Section 74-201 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-201. – Definitions.

1. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated contributions means a Member's own contributions with interest at the rate of five percent (5%) per annum through the effective date of this ordinance. Effective on and after the effective date of this ordinance, accumulated contributions means a Member's own contributions to the System, without interest. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing the amount attributable to Member contributions based on the applicable Member contribution rate, and any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions.

* * *

SECTION 2: Section 74-206 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-206. - Benefit amounts and eligibility.

1. *Normal Retirement Date.* A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the completion of twenty (20) years of Credited Service, regardless of age. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

2. *Normal Retirement Benefit.* A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefits shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service.

3. *Early Retirement Date.* A Member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.

4. *Early Retirement Benefit.* A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he continued employment as a Police Officer and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date, except that Credited Service and Average Final Compensation shall be determined as of his early retirement date; or

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the normal retirement date.

C. Notwithstanding any other provision of this section 74-206, retirement benefits of Members with at least ten (10) years of Credited Service who terminate employment with the City for any reason, voluntary or involuntary, on or after the effective date of this ordinance and prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

5. *Cost-of-Living Adjustment.*

A. This subsection shall apply to ~~those Members who are eligible for normal or early retirement and who retire~~ retiring on or after October 1, 2002, or those persons who are vested and terminate their employment on or after that date. Beginning on the first day of the month following the date on which a Retiree reaches age sixty (60), and annually on the same date in each subsequent year, the monthly benefit of each Retiree, Beneficiary, joint annuitant or terminated vested person who retires or otherwise terminates employment on or after the effective date of the ordinance adopting this subsection, shall be increased by three percent (3%). Beneficiaries and joint annuitants of deceased Retirees shall receive adjustments as provided for herein based on the age of the deceased Retiree.

B. Beginning October 1, 2003 and on each subsequent October 1st, the benefit recipients described in A. above shall, after receiving their first benefit increase on the first day of the month following their sixtieth birthday, receive their three percent (3%) annual adjustment on each October 1st thereafter. The October 1, 2003 increase for those currently receiving benefits, and the first October 1st following the sixtieth birthday increase, for those who begin benefits after October 1, 2003, shall be prorated according to the number of months since the immediately preceding increase was received.

C. Notwithstanding any other provision of this subsection 5, Members who terminate City employment on or after the effective date of this ordinance for any reason, voluntary or involuntary, prior to attaining eligibility for normal or early retirement, shall not be eligible for a cost of living adjustment pursuant to this subsection.

6. *Required Distribution Date.* The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City

SECTION 3: Section 74-209 of Chapter 74 of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-209. - Vesting

If a Member terminates his employment as a Police Officer, either voluntarily or by discharge, and is not eligible for any other benefits under this System, the Board shall be entitled to the following:

1. If the Member has less than ten (10) years of Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If the Member has ten (10) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for early or normal retirement and based upon the Member's Credited

Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the Member's otherwise early or normal retirement date, determined as if he had remained employed, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise early or normal retirement date. If the Member does not withdraw his Accumulated Contributions and does not survive to his otherwise early or normal retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, who has ten (10) or more years of Credited Service and who dies from a condition that was not-in-line of duty as provided under Pre-Retirement Death.

3. Notwithstanding any other provision of this section 74-209, retirement benefits of Members with at least ten (10) years of Credited Service who terminate City employment on or after the effective date of this ordinance for any reason, voluntary or involuntary, prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

SECTION 4: If any provision of this Ordinance or the application thereof is held invalid such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications and to this end the provisions of this Ordinance are hereby declared severable.

SECTION 5: All other ordinances of the City of Winter Park, Florida or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

SECTION 6: This Ordinance shall be codified in the Code of Ordinances of the City of Winter Park, Florida.

SECTION 7: This Ordinance shall become effective upon its adoption.

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

Mayor

Attest: _____
City Clerk

**City of Winter Park
Police Officers' Retirement System**

Actuarial Impact Statement as of October 1, 2011

A. Description of Proposed Amendment

Member contributions will not be credited with interest.

Only Members who retire on or after Early or Normal Retirement Date (including DROPs) shall be entitled to a 3% annual COLA on benefit payments beginning at age 60.

Termination benefits will be payable at age 55.

C. In my opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

Chairman, Retirement Committee

Date

**City of Winter Park
Police Officers' Retirement System**

Actuarial Impact Statement as of October 1, 2011

	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
A. <u>Participant Data</u>		
1. Active participants	71	71
2. Retired participants and beneficiaries receiving benefits (including DROPs)	63	63
3. Disabled participants receiving benefits	3	3
4. Terminated vested participants	2	2
5. Annual payroll of active participants	\$ 4,260,756	\$ 4,260,756
6. Expected payroll of active participants for the following year	\$ 4,307,624	\$ 4,307,624
7. Annual benefits payable to those currently receiving benefits including DROPs	\$ 2,296,968	\$ 2,296,968
B. <u>Assets</u>		
1. Actuarial Value of Assets	\$ 32,609,103	\$ 32,609,103
2. Market Value of Assets	\$ 29,995,236	\$ 29,995,236
C. <u>Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 21,616,296	\$ 21,616,296
b. Vesting benefits	1,243,400	658,864
c. Death benefits	201,752	180,657
d. Disability benefits	451,697	422,607
e. Total	\$ 23,513,145	\$ 22,878,424
2. Actuarial present value of future expected benefit payments for terminated vested members	\$ 393,639	\$ 393,639
3. Actuarial present value of future expected benefit payments for those currently receiving benefits		
a. Service retired including DROP participants	\$ 27,157,701	\$ 27,157,701
b. Disability retired	541,865	541,865
c. Beneficiaries	1,160,589	1,160,589
d. Miscellaneous (refunds in process)	0	0
e. Total	\$ 28,860,155	\$ 28,860,155
4. Total actuarial present value of future expected benefit payments	\$ 52,766,939	\$ 52,132,218
5. Actuarial accrued liabilities	\$ 46,068,455	\$ 45,868,956
6. Unfunded actuarial accrued liabilities	\$ 13,459,352	\$ 13,259,853

**City of Winter Park
Police Officers' Retirement System**

Actuarial Impact Statement as of October 1, 2011

	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
D. <u>Statement of Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits including DROP participants	\$ 28,860,155	\$ 28,860,155
b. Other participants	<u>11,145,169</u>	<u>10,950,164</u>
c. Total	\$ 40,005,324	\$ 39,810,319
2. Actuarial present value of accumulated non-vested plan benefits	<u>976,829</u>	<u>775,862</u>
3. Total actuarial present value of accumulated plan benefits	\$ 40,982,153	\$ 40,586,181
E. <u>Pension Cost</u>		
1. Total normal cost	\$ 949,963	\$ 893,136
2. Payment required to amortize unfunded liability	1,384,371	1,366,685
3. Interest	<u>97,582</u>	<u>94,629</u>
4. Total required contributions	\$ 2,431,916	\$ 2,354,450
5. Item 4 as a percentage of payroll	57.1%	55.3%
6. Estimated employee contributions	\$ 258,457	\$ 258,457
7. Item 6 as a percentage of payroll	6.0%	6.0%
8. Estimated State contributions	\$ 257,694	\$ 257,694
9. Item 8 as a percentage of payroll	6.0%	6.0%
10. Net amount payable by City	\$ 1,943,502	\$ 1,865,965
11. Item 10 as a percentage of payroll	45.1%	43.3%
F. <u>Disclosure of Following Items:</u>		
1. Actuarial present value of future salaries - attained age	\$ 31,424,208	\$ 31,424,208
2. Actuarial present value of future employee contributions - attained age	\$ 1,885,452	\$ 1,885,452
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 3,038,148	\$ 3,038,148
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A

**City of Winter Park
Police Officers' Retirement System**

Actuarial Impact Statement as of October 1, 2011

G. Amortization of Unfunded Actuarial Accrued Liability

<u>Date Established</u>		<u>Unfunded Liability</u>	<u>Amortization Payment</u>	<u>Remaining Funding Period</u>
10/01/2009	Combined Charge & Credit Bases	\$ 3,790,905	\$ 505,773	10 years
10/01/2008	Actuarial Loss/(Gain)	1,283,187	151,466	12 years
10/01/2008	Assumption Change	2,758,373	216,388	27 years
10/01/2010	Actuarial Loss/(Gain)	2,057,734	192,050	18 years
10/01/2010	Actuarial Loss/(Gain)	1,035,080	94,039	19 years
10/01/2011	Actuarial Loss/(Gain)	2,534,073	224,655	20 years
10/01/2011	Proposed Ordinance	<u>(199,499)</u>	<u>(17,686)</u>	20 years
TOTAL		\$ 13,259,853	\$ 1,366,685	

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise taken into account for in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.



Lawrence F. Wilson, A.S.A.

Enrollment Number: 11-02802

Dated: December 31, 2012

**City of Winter Park
Police Officers' Retirement System**

Outline of Principal Provisions of the Retirement Plan

A. Effective Date:

October 1, 1992. Most recently amended by Ordinance No. 2786-09 adopted November 23, 2009.

B. Eligibility:

All Police Officers shall become members as a condition of employment.

C. Member:

An actively employed Police Officer who fulfills the Membership Requirements.

D. Contributions:

Employee:	6% of compensation.
State:	Premium Tax Revenue.
City:	Balance required to maintain Plan on sound actuarial basis.

E. Credited Service:

Total years and fractional parts of years of service as a Police Officer.

F. Purchase of Prior Military Service:

A participant may purchase from 1 year up to 4 years of credited service for military service prior to employment. The cost shall be an amount actuarially determined to fund the cost to the plan of adding this credited service.

G. Compensation:

Total pay, excluding special detail pay (includes vacation and comp time accrual).

H. Average Final Compensation (AFC):

Average monthly compensation during the best 60 calendar months out of the last 120 calendar months preceding date of retirement (or termination).

**City of Winter Park
Police Officers' Retirement System**

Outline of Principal Provisions of the Retirement Plan

I. Normal Retirement:

1. Eligibility:

Earlier of:

- (a) Attainment of age 55 with completion of 10 years of credited service.
- (b) Completion of 20 years of credited service.

2. Benefit:

3% times AFC times credited service.

J. Early Retirement:

1. Eligibility:

Attainment of age 50 with completion of 10 years of credited service.

2. Benefit:

Benefit accrued to date of retirement, reduced by 3% for each year early retirement date precedes normal retirement date, payable immediately.

K. Deferred Retirement:

Computed the same as set forth under Normal Retirement, based upon AFC and credited service as of deferred retirement date.

L. Disability Retirement:

1. Service Incurred:

Accrued benefit, but not less than 42% of AFC.

2. Non-Service Incurred:

- a. Eligibility: 10 or more years of credited service; totally and permanently disabled.
- b. Benefit: Accrued benefit, but not less than 25% of AFC.

**City of Winter Park
Police Officers' Retirement System**

Outline of Principal Provisions of the Retirement Plan

M. Pre-Retirement Death Benefit:

1. Service Incurred:

The greater of (a) the accrued benefit at the time of death or (b) 30% of monthly salary at time of death payable to the spouse until death.

2. Non-Service Incurred:

a. Eligible for Normal Retirement: Determined as though had retired on the date of death.

b. Not Eligible for Normal Retirement: Less than 10 years of credited service - return of employee contributions.

10 or more years - accrued benefit payable for 10 years.

N. Termination Benefits:

1. Eligibility:

100% vesting upon the completion of 10 years of credited service. Employees who have not completed 10 years of credited service at date of termination of employment shall only be entitled to the return of their employee contributions.

2. Benefit:

Accrued benefit based upon credited service and AFC as of date of termination, payable at age 55.

O. Normal Form of Retirement Income:

Monthly benefit payable for ten (10) years certain and life thereafter.

P. Deferred Retirement Option Program (DROP)

1. Eligibility:

Participant must be eligible for Normal Retirement.

2. Benefit:

Retirement benefits are transferred to a hypothetical DROP account within the pension fund. Interest is credited or debited quarterly based upon either the rate of return earned by the Fund or a 6.5% fixed rate of return, as elected by the Member. A deduction is made each quarter for administrative expenses. The period of participation in the DROP is limited to at least 12 months but no more than 60 months. The benefit is paid as a lump sum upon actual termination of employment.

**City of Winter Park
Police Officers' Retirement System**

Outline of Principal Provisions of the Retirement Plan

Q. Cost of Living Adjustment (COLA)

Participants who terminate employment on or after October 1, 2002 are entitled to a 3% annual COLA on benefit payments beginning at age 60.

Effective October 1, 2011, only participants who retire on or after Early or Normal Retirement Date (including DROPs) are entitled to a 3% annual COLA on benefit payments beginning at age 60.

R. Changes Since Previous Valuation

Non-Service Incurred Pre-Retirement Death Benefit was:

- a. Eligible for Normal Retirement: Determined as though had retired on the date of death.
- b. Not Eligible for Normal Retirement: Less than 10 years of credited service - return of employee contributions with interest at 5%.

10 or more years - accrued benefit payable for 10 years.

Termination Benefits were:

1. Eligibility:

100% vesting upon the completion of 10 years of credited service. Employees who have not completed 10 years of credited service at date of termination of employment shall only be entitled to the return of their employee contributions with interest at 5%.

2. Benefit:

Accrued benefit based upon credited service and AFC as of date of termination, payable at date member would have completed 20 years of service if before age 55.

Cost of Living Adjustment (COLA) was:

Participants who terminate employment on or after October 1, 2002 are entitled to a 3% annual COLA on benefit payments beginning at age 60.

**City of Winter Park
Police Officers' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

A. Mortality

For healthy participants, the RP-2000 Combined Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

For disabled participants, the RP-2000 Disabled Mortality Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

B. Interest to be Earned by Fund

8.25% (net of investment expenses), compounded annually.

C. Allowances for Expenses or Contingencies

Actual administrative expenses incurred during the prior plan year.

D. Employee Withdrawal Rates

Withdrawal rates for males and for females were used in accordance with the following illustrative example.

Withdrawal Rates Per 100 Employees				
<u>Age</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Years 3 - 5</u>	<u>5+ Years</u>
20	17.50	13.50	13.00	7.44
25	17.50	13.50	13.00	7.02
30	17.50	13.50	13.00	6.30
35	17.50	13.50	13.00	4.98
40	17.50	13.50	13.00	3.42
45	17.50	13.50	13.00	2.10

**City of Winter Park
Police Officers' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

E. Disability Rates

Disability rates for males and for females were used in accordance with the following illustrative example.

<u>Age</u>	<u>Disability Rates Per 100 Employees</u>
20	0.14
25	0.15
30	0.18
35	0.23
40	0.30
45	0.51

F. Salary Increase Factors

Current salary is assumed to increase at a rate based on the table below.

<u>Service</u>	<u>Salary Increase</u>
0 - 4	7.5%
5 - 14	7.0%
15 - 19	6.5%
20 + years	6.0%

G. Assumed Retirement Age

<u>Age</u>	<u>Annual Rate of Retirement</u>
< 50	5%
50 - 54	25%
55 - 57	50%
58 & Over	100%

50% of employees are assumed to enter the DROP when first eligible.

All active members on the valuation date are assumed to have a minimum of one year of future service.

**City of Winter Park
Police Officers' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

H. Loading

Active liabilities and normal costs are increased by 1.61% to account for unused annual leave pay at time of retirement.

I. Payroll Growth Assumption

3.5% per annum - not greater than historical 10-year average (1.1%).

J. Asset Valuation Method

The method used for determining the actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 25% per year. The actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of plan assets and whose upper limit is 120% of the fair market value of plan assets.

K. Cost Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Normal Cost Method.
Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his entry age to his assumed retirement age to fund his estimated benefits, assuming the Plan had always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the actuarial accrued liability over the assets of the Plan.

L. Change From Previous Valuation

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE CITY OF WINTER PARK FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 74-151, DEFINITIONS; AMENDING SECTION 74-156, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 74-159, VESTING; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Winter Park; and

WHEREAS, the City and International Association of Fire Fighters (Local 1598) entered into a collective bargaining agreement providing for certain changes to the Firefighters' Pension Plan; and

WHEREAS, to implement the pension changes contained in the collective bargaining agreement it is necessary to amend the Firefighters' Pension Plan.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS;

SECTION 1: Section 74-151 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-151. – Definitions.

1. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated Contributions means a Member's own contributions with interest, beginning October 1, 1992, at the rate of five percent (5%) per annum, through the effective date of this ordinance. Effective on and after the effective date of this ordinance, accumulated contributions means a Member's own contributions to the System, without interest. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing the amount attributable to Member contributions based on the applicable Member contribution rate, and any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions.

SECTION 2: Section 74-156 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-156. - Benefit amounts and eligibility.

Sec. 74-156. - Benefit amounts and eligibility

1. *Normal Retirement Date.* A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the completion of twenty (20) years of Credited Service, regardless of age. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

2. *Normal Retirement Benefit.* A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefits shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service.

3. *Early Retirement Date.* A Member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.

4. *Early Retirement Benefit.* A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a Firefighter and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date except that Credited Service and Average Final Compensation shall be determined as of his early retirement date; or

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in Paragraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the normal retirement date.

C. Notwithstanding any other provision of this section 74-156, retirement benefits of Members with at least ten (10) years of Credited Service who terminate employment with the City for any reason, voluntary or involuntary, on or after the effective date of this ordinance and prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

5. *Cost-of-Living Adjustment.*

A. This subsection shall apply to these Members who are eligible for normal or early retirement and who retire ~~retiring on or after October 1, 2002, or those persons who are vested and terminate their employment on or after that date.~~ Beginning on the first day of the month following the date on which a Retiree reaches age sixty (60), and annually on the same date in each subsequent year, the monthly benefit of each Retiree, Beneficiary, joint annuitant or terminated vested person who retires or otherwise terminates employment on or after the effective date of the ordinance adopting this subsection, shall be increased by three percent (3%). Beneficiaries and joint annuitants of deceased Retirees shall receive adjustments as provided for herein based on the age of the deceased Retiree.

B. Beginning October 1, 2003 and on each subsequent October 1st, the benefit recipients described in A. above shall, after receiving their first benefit increase on the first day of the month following their sixtieth birthday, receive their three percent (3%) annual adjustment on each October 1st thereafter. The October 1, 2003 increase for those currently receiving benefits, and the first October 1st following the sixtieth birthday increase, for those who begin benefits after October 1, 2003, shall be prorated according to the number of months since the immediately preceding increase was received.

C. Notwithstanding any other provision of this subsection 5, Members who terminate City employment for any reason, voluntary or involuntary, on or after the effective date of this ordinance and prior to attaining eligibility for normal or early retirement shall not be eligible for a cost of living adjustment pursuant to this subsection.

6. *Required Distribution Date.* The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City.

SECTION 3: Section 74-159 of Chapter 74 of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-159. - Vesting

If a Member terminates his employment as a Firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this System, Member shall be entitled to the following:

1. If the Member has less than ten (10) years of Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If the Member has ten (10) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the Member's

Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the Member's otherwise normal or early retirement date, determined as if he had remained employed, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise early or normal retirement date. If the Member does not withdraw his Accumulated Contributions and does not survive to his otherwise early or normal retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, who has ten (10) or more years of Credited Service and who dies from a condition that was not-in-line of duty as provided under Pre-Retirement Death.

3. Notwithstanding any other provision of this section 74-159, retirement benefits of Members with at least ten (10) years of Credited Service who terminate City employment on or after the effective date of this ordinance for any reason, voluntary or involuntary, prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

SECTION 4: If any provision of this Ordinance or the application thereof is held invalid such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications and to this end the provisions of this Ordinance are hereby declared severable.

SECTION 5: All other ordinances of the City of Winter Park, Florida or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

SECTION 6: This Ordinance shall be codified in the Code of Ordinances of the City of Winter Park, Florida.

SECTION 6: This Ordinance shall become effective upon its adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held at City Hall, Winter Park, Florida on the ____ day of _____, 2013.

Mayor Kenneth W. Bradley

Attest: _____
Cynthia S. Bonham, City Clerk

Ordinance No. _____

December 31, 2012

Mr. Randy Knight
City Manager
City of Winter park
401 Park Avenue South
Winter Park, Florida 32789-4286

**Re: Winter Park Firefighters' Retirement System
Actuarial Impact Statement**

Dear Randy:

As requested, we are pleased to enclose three (3) copies of the Actuarial Impact Statement for filing the proposed Ordinance (copy attached) under the Winter Park Firefighters' Retirement System (System) with the State of Florida.

Background – Under the current System:

- Member contributions are credited with interest at the rate of 5%, compounded annually.
- All Members are entitled to a 3% annual cost of living adjustment (COLA) beginning at age 60.
- Vested termination benefits are deferred to the earlier of age 55 or the date the Member would have completed 20 years of service.

Proposed Ordinance – Under the proposed Ordinance:

- Member contributions are not credited with interest.
- Members who retire on or after Early or Normal Retirement Date (including DROPs) are solely entitled to a 3% annual COLA beginning at age 60.
- Vested termination benefits are deferred to age 55.

Results – Based upon the results of our Actuarial Impact Statement, the proposed benefit provisions decrease the minimum required City contribution for fiscal year ending September 30, 2013 by **2.5% of covered payroll (\$106,199)**. The figure in parentheses is the System cost expressed as a dollar amount based upon projected covered annual payroll (\$4,247,935).

Filing Requirements - We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note that this Statement must be signed and dated on behalf of the

Retirement Committee. Copies of the proposed Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement should be filed with the State at the following addresses:

Mr. Douglas E. Beckendorf, A.S.A.	Ms. Patricia Shoemaker
Bureau of Local Retirement Services	Office of Municipal Police Officers'
Division of Retirement	& Firefighters' Pension Fund
Building 8	Building 8
Post Office Box 9000	Post Office Box 3010
Tallahassee, Florida 32315-9000	Tallahassee, Florida 32315-3010

Please forward a copy of the Ordinance upon passage at second reading to update our files.

Actuarial Assumptions and Methods, Financial Data, Member Census Data and System Provisions – The actuarial assumptions and methods, financial data and Member census data utilized in this Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and Member census data utilized in the October 1, 2011 Actuarial Valuation.

The System provisions considered in this Actuarial Impact Statement are the same System provisions considered in the October 1, 2011 Actuarial Valuation as modified above.

This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed benefit changes on the System and is not intended as a recommendation in favor of the change nor in opposition to the change.

These calculations are based upon assumptions regarding future events. However, the System's long term costs will be determined by actual future events, which may differ materially from the assumptions made. These calculations are also based upon present and proposed System provisions that are outlined or referenced in this Actuarial Impact Statement.

If you have reason to believe the assumptions used are unreasonable, the System provisions are incorrectly described or referenced, important System provisions relevant to this proposed Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact Statement.

If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: System experience differing from that anticipated by the economic or demographic assumptions; changes in economic or

Mr. Randy Knight
December 31, 2012
Page 3

demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the System's funded status); and changes in System provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the System as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

The signing actuaries are independent of the System sponsor.

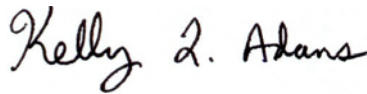
The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,



Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary



Kelly L. Adams, A.S.A.
Consultant and Actuary

Enclosures

cc: Mr. Jeff Templeton

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE CITY OF WINTER PARK FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 74-151, DEFINITIONS; AMENDING SECTION 74-156, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 74-159, VESTING; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Winter Park; and

WHEREAS, the City and International Association of Fire Fighters (Local 1598) entered into a collective bargaining agreement providing for certain changes to the Firefighters' Pension Plan; and

WHEREAS, to implement the pension changes contained in the collective bargaining agreement it is necessary to amend the Firefighters' Pension Plan.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS;

SECTION 1: Section 74-151 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-151. – Definitions.

1. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated Contributions means a Member's own contributions with interest, beginning October 1, 1992, at the rate of five percent (5%) per annum, through the effective date of this ordinance. Effective on and after the effective date of this ordinance, accumulated contributions means a Member's own contributions to the System, without interest. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing the amount attributable to Member contributions based on the applicable Member contribution rate, and any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions.

* * *

SECTION 2: Section 74-156 of Chapter 74, of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-156. - Benefit amounts and eligibility.

Sec. 74-156. - Benefit amounts and eligibility

1. *Normal Retirement Date.* A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the completion of twenty (20) years of Credited Service, regardless of age. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

2. *Normal Retirement Benefit.* A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefits shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service.

3. *Early Retirement Date.* A Member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.

4. *Early Retirement Benefit.* A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a Firefighter and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date except that Credited Service and Average Final Compensation shall be determined as of his early retirement date; or

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in Paragraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the normal retirement date.

C. Notwithstanding any other provision of this section 74-156, retirement benefits of Members with at least ten (10) years of Credited Service who terminate employment with the City for any reason, voluntary or involuntary, on or after the effective date of this ordinance and prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

5. *Cost-of-Living Adjustment.*

A. This subsection shall apply to those Members who are eligible for normal or early retirement and who retire retiring on or after October 1, 2002, or those persons who are vested and terminate their employment on or after that date. Beginning on the first day of the month following the date on which a Retiree reaches age sixty (60), and annually on the same date in each subsequent year, the monthly benefit of each Retiree, Beneficiary, joint annuitant or terminated vested person who retires or otherwise terminates employment on or after the effective date of the ordinance adopting this subsection, shall be increased by three percent (3%). Beneficiaries and joint annuitants of deceased Retirees shall receive adjustments as provided for herein based on the age of the deceased Retiree.

B. Beginning October 1, 2003 and on each subsequent October 1st, the benefit recipients described in A. above shall, after receiving their first benefit increase on the first day of the month following their sixtieth birthday, receive their three percent (3%) annual adjustment on each October 1st thereafter. The October 1, 2003 increase for those currently receiving benefits, and the first October 1st following the sixtieth birthday increase, for those who begin benefits after October 1, 2003, shall be prorated according to the number of months since the immediately preceding increase was received.

C. Notwithstanding any other provision of this subsection 5, Members who terminate City employment for any reason, voluntary or involuntary, on or after the effective date of this ordinance and prior to attaining eligibility for normal or early retirement shall not be eligible for a cost of living adjustment pursuant to this subsection.

6. *Required Distribution Date.* The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City.

SECTION 3: Section 74-159 of Chapter 74 of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

Sec. 74-159. - Vesting

If a Member terminates his employment as a Firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this System, Member shall be entitled to the following:

1. If the Member has less than ten (10) years of Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If the Member has ten (10) or more years of Credited Service upon

termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the Member's otherwise normal or early retirement date, determined as if he had remained employed, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise early or normal retirement date. If the Member does not withdraw his Accumulated Contributions and does not survive to his otherwise early or normal retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, who has ten (10) or more years of Credited Service and who dies from a condition that was not-in-line of duty as provided under Pre-Retirement Death.

3. Notwithstanding any other provision of this section 74-159, retirement benefits of Members with at least ten (10) years of Credited Service who terminate City employment on or after the effective date of this ordinance for any reason, voluntary or involuntary, prior to attaining eligibility for early or normal retirement, are not payable until the Member attains age fifty-five (55).

SECTION 4: If any provision of this Ordinance or the application thereof is held invalid such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications and to this end the provisions of this Ordinance are hereby declared severable.

SECTION 5: All other ordinances of the City of Winter Park, Florida or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

SECTION 6: This Ordinance shall be codified in the Code of Ordinances of the City of Winter Park, Florida.

SECTION 6: This Ordinance shall become effective upon its adoption.

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

Mayor

Attest: _____
City Clerk

**City of Winter Park
Firefighters' Retirement System**

Actuarial Impact Statement as of October 1, 2011

A. Description of Proposed Amendment

Member contributions will not be credited with interest.

Only Members who retire on or after Early or Normal Retirement Date (including DROPs) shall be entitled to a 3% annual COLA on benefit payments beginning at age 60.

Termination benefits will be payable at age 55.

B. An estimate of the cost of implementing this amendment (see attachment)

C. In my opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

Chairman, Retirement Committee

Date

**City of Winter Park
Firefighters' Retirement System**

Actuarial Impact Statement as of October 1, 2011

	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
A. <u>Participant Data</u>		
1. Active participants	59	59
2. Retired participants and beneficiaries receiving benefits (including DROPs)	45	45
3. Disabled participants receiving benefits	1	1
4. Terminated vested participants	2	2
5. Annual payroll of active participants	\$ 4,148,374	\$ 4,148,374
6. Expected payroll of active participants for the following year	\$ 4,247,935	\$ 4,247,935
7. Annual benefits payable to those currently receiving benefits including DROPs	\$ 1,745,241	1,745,241
B. <u>Assets</u>		
1. Actuarial Value of Assets	\$ 31,790,960	\$ 31,790,960
2. Market Value of Assets	\$ 29,296,637	\$ 29,296,637
C. <u>Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 24,488,071	\$ 24,488,071
b. Vesting benefits	1,523,547	667,329
c. Death benefits	255,832	223,157
d. Disability benefits	451,490	420,481
e. Total	\$ 26,718,940	\$ 25,799,038
2. Actuarial present value of future expected benefit payments for terminated vested members	\$ 605,120	\$ 605,120
3. Actuarial present value of future expected benefit payments for those currently receiving benefits		
a. Service retired including DROP participants	\$ 22,169,484	\$ 22,169,484
b. Disability retired	229,543	229,543
c. Beneficiaries	778,160	778,160
d. Miscellaneous (refunds in process)	69,980	69,980
e. Total	\$ 23,247,167	\$ 23,247,167
4. Total actuarial present value of future expected benefit payments	\$ 50,571,227	\$ 49,651,325
5. Actuarial accrued liabilities	\$ 41,585,452	\$ 41,281,933
6. Unfunded actuarial accrued liabilities	\$ 9,794,492	\$ 9,490,973

**City of Winter Park
Firefighters' Retirement System**

Actuarial Impact Statement as of October 1, 2011

	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
D. <u>Statement of Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits including DROP participants	\$ 23,177,187	\$ 23,177,187
b. Other participants	<u>12,648,792</u>	<u>12,314,698</u>
c. Total	\$ 35,825,979	\$ 35,491,885
2. Actuarial present value of accumulated non-vested plan benefits	<u>1,482,704</u>	<u>1,250,673</u>
3. Total actuarial present value of accumulated plan benefits	\$ 37,308,683	\$ 36,742,558
E. <u>Pension Cost</u>		
1. Total normal cost	\$ 1,193,427	\$ 1,118,194
2. Payment required to amortize unfunded liability	966,892	943,303
3. Interest	<u>86,787</u>	<u>83,100</u>
4. Total required contributions	\$ 2,247,106	\$ 2,144,597
5. Item 4 as a percentage of payroll	54.2%	51.7%
6. Estimated employee contributions	\$ 254,876	\$ 254,876
7. Item 6 as a percentage of payroll	6.0%	6.0%
8. Estimated State contributions	\$ 332,249	\$ 332,249
9. Item 8 as a percentage of payroll	7.8%	7.8%
10. Net amount payable by City	\$ 1,715,256	\$ 1,609,057
11. Item 10 as a percentage of payroll	40.4%	37.9%
F. <u>Disclosure of Following Items:</u>		
1. Actuarial present value of future salaries - attained age	\$ 32,465,889	\$ 32,465,889
2. Actuarial present value of future employee contributions - attained age	\$ 1,947,953	\$ 1,947,953
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 3,064,054	\$ 3,064,054
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A

**City of Winter Park
Firefighters' Retirement System**

Actuarial Impact Statement as of October 1, 2011

G. Amortization of Unfunded Actuarial Accrued Liability

<u>Date Established</u>		<u>Unfunded Liability</u>	<u>Amortization Payment</u>	<u>Remaining Funding Period</u>
10/01/2009	Combined Charge & Credit Bases	\$ 4,463,506	\$ 555,351	10 years
10/01/2007	Actuarial Loss (Gain)	111,051	12,856	11 years
10/01/2008	Actuarial Loss (Gain)	(13,134)	(1,426)	12 years
10/01/2008	Assumption Changes	1,309,537	87,023	27 years
10/01/2009	Actuarial Loss (Gain)	1,212,915	100,346	18 years
10/01/2010	Actuarial Loss (Gain)	879,536	70,435	19 years
10/01/2011	Actuarial Loss (Gain)	1,831,081	142,307	20 years
10/01/2011	Proposed Ordinance	<u>(303,519)</u>	<u>(23,589)</u>	20 years
TOTAL		\$ 9,490,973	\$ 943,303	

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise taken into account for in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Enrollment Number: 11-02802

Dated: December 31, 2012



Lawrence F. Wilson, A.S.A.

**City of Winter Park
Firefighters' Retirement System**

Outline of Principal Provisions of the Retirement Plan

A. Effective Date:

October 1, 1992. Most recently amended by Ordinance No. 2787-09 adopted November 23, 2009.

B. Eligibility:

All regular uniformed members of the Fire Department; includes active volunteers.

C. Member:

An actively employed Firefighter who fulfills the eligibility requirements.

D. Contributions:

Employee:	6.0% of compensation.
State:	Premium Tax Revenue.
City:	Balance required to maintain Plan on sound actuarial basis.

E. Credited Service:

Total years and fractional parts of years of service as a Firefighter with member contributions.

F. Purchase of Prior Military Service:

A participant may purchase from 1 year up to 4 years of credited service for military service prior to employment. The cost shall be an amount actuarially determined to fund the cost to the plan of adding this credited service.

G. Compensation:

Total pay, excluding special detail pay (includes vacation and comp time accrual).

H. Average Final Compensation (AFC):

Average monthly compensation during the best 60 calendar months out of the last 120 calendar months preceding date of retirement (or termination).

**City of Winter Park
Firefighters' Retirement System**

Outline of Principal Provisions of the Retirement Plan

I. Normal Retirement:

1. Eligibility:

Earlier of:

- (a) Attainment of age 55 with completion of 10 years of credited service.
- (b) Completion of 20 years of credited service.

2. Benefit:

3.0% times AFC times credited service.

J. Early Retirement:

1. Eligibility:

Attainment of age 50 with completion of 10 years of credited service.

2. Benefit:

Benefit accrued to date of retirement, reduced by 3% for each year early retirement date precedes normal retirement date, payable immediately.

K. Delayed Retirement:

Computed the same as set forth under Normal Retirement, based upon AFC and credited service as of delayed retirement date.

L. Disability Retirement:

1. Service Incurred:

Accrued benefit, but not less than 42% of AFC.

2. Non-Service Incurred:

- a. Eligibility: 10 or more years of credited service; totally and permanently disabled.
- b. Benefit: Accrued benefit, but not less than 25% of AFC.

**City of Winter Park
Firefighters' Retirement System**

Outline of Principal Provisions of the Retirement Plan

M. Pre-Retirement Death Benefit:

1. Service Incurred:

The greater of (a) the accrued benefit at the time of death or (b) 30% of monthly salary at time of death payable to the spouse until death.

2. Non-Service Incurred:

a. Eligible for Normal Retirement: Determined as though had retired on the date of death.

b. Not Eligible for Normal Retirement: Less than 10 years of credited service - return of employee contributions.

10 or more years - accrued benefit payable for 10 years.

N. Termination Benefits:

1. Eligibility:

100% vesting upon the completion of 10 years of credited service. Employees who have not completed 10 years of credited service at date of termination of employment shall only be entitled to the return of their employee contributions.

2. Benefit:

Accrued benefit based upon credited service and AFC as of date of termination, payable at age 55.

O. Normal Form of Retirement Income:

Monthly benefit payable for ten (10) years certain and life thereafter.

P. Deferred Retirement Option Program (DROP)

1. Eligibility:

Participant must be eligible for Normal Retirement.

2. Benefit:

Retirement benefits are transferred to a hypothetical DROP account within the pension fund. Interest is credited or debited quarterly based upon either the rate of return earned by the Fund or a 6.5% fixed rate of return, as elected by the Member. A deduction is made each quarter for administrative expenses. The period of participation in the DROP is limited to at least 12 months but no more than 84 months. The benefit is paid as a lump sum upon actual termination of employment.

**City of Winter Park
Firefighters' Retirement System**

Outline of Principal Provisions of the Retirement Plan

Q. Cost of Living Adjustment (COLA)

A participant who terminates employment on or after October 1, 2002 is entitled to a 3.0% annual COLA on benefit payments beginning at age 60.

Effective October 1, 2011, only participants who retire on or after Early or Normal Retirement Date (including DROPs) are entitled to a 3% annual COLA on benefit payments beginning at age 60.

R. Changes Since Previous Valuation

Non-Service Incurred Pre-Retirement Death Benefit was:

a. Eligible for Normal Retirement: Determined as though had retired on the date of death.

b. Not Eligible for Normal Retirement: Less than 10 years of credited service - return of employee contributions with interest at 5%.

10 or more years - accrued benefit payable for 10 years.

Termination Benefits were:

1. Eligibility:

100% vesting upon the completion of 10 years of credited service. Employees who have not completed 10 years of credited service at date of termination of employment shall only be entitled to the return of their employee contributions with interest at 5%.

2. Benefit:

Accrued benefit based upon credited service and AFC as of date of termination, payable at date member would have completed 20 years of service if before age 55.

Cost of Living Adjustment (COLA) was:

A participant who terminates employment on or after October 1, 2002 is entitled to a 3.0% annual COLA on benefit payments beginning at age 60.

**City of Winter Park
Firefighters' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

A. Mortality

For healthy participants, the RP-2000 Combined Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

For disabled participants, the RP-2000 Disabled Mortality Table was used, with separate rates for males and females, and fully generational mortality improvements projected to each future payment date.

B. Interest to be Earned by Fund

7.75% (net of investment expenses), compounded annually.

C. Allowances for Expenses or Contingencies

Actual administrative expenses incurred during the prior plan year.

D. Employee Withdrawal Rates

Withdrawal rates for males and for females were used in accordance with the following illustrative example.

E. Disability Rates

Disability rates for males and for females were used in accordance with the following illustrative example.

<u>Age</u>	<u>Withdrawal Rates Per 100 Employees</u>	<u>Disability Rates Per 100 Employees</u>
20	7.20	0.14
25	6.84	0.15
30	6.00	0.18
35	4.56	0.23
40	3.12	0.30
45	1.92	0.51

**City of Winter Park
Firefighters' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

F. Salary Increase Factors

Current salary is assumed to increase at a rate based on the table below.

<u>Service</u>	<u>Salary Increase</u>
0 - 4	9.50%
5 - 9	8.50%
10 - 14	7.50%
15 - 19	6.50%
20 + years	5.50%

G. Rates of Retirement

<u>Age</u>	<u>Annual Rate of Retirement</u>
< 50	10%
50	30%
51 - 54	10%
55 - 59	30%
60 & Over	100%

50% of employees are assumed to enter the DROP when first eligible.

All active members on the valuation date are assumed to have a minimum of one year of future service.

H. Loading

Active liabilities and normal costs are increased by 1.35% to account for unused annual leave pay at time of retirement.

I. Payroll Growth Assumption

3.50% per annum - not greater than historical 10-year average (2.4%).

**City of Winter Park
Firefighters' Retirement System**

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

J. Asset Valuation Method

The method used for determining the actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 25% per year. The actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of plan assets and whose upper limit is 120% of the fair market value of plan assets.

K. Cost Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Normal Cost Method.

Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his entry age to his assumed retirement age to fund his estimated benefits, assuming the Plan had always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the actuarial accrued liability over the assets of the Plan.

L. Changes From Previous Valuation

None.



city commission **public hearing**

item type	Public Hearing	meeting date	January 14, 2013
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Department		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	Lakes and Waterways & Planning and Zoning Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Ordinance to Streamline the Approval Process for Docks

The Lakes and Waterways Advisory Board and the Planning and Zoning Board are both recommending a Code modification to permit additional length for docks but only when a hardship is proven "that the additional length is needed and essential for normal boathouse/boatlift operation". This will allow the Lakes Board to approve these unique situations without the duplication of an approval by the Board of Zoning Adjustment.

Board Recommendation:

Both the Lakes and Waterways Board and the Planning and Zoning Commission voted 7-0 to recommend approval of this Ordinance.

Summary:

The Lakes and Waterways Advisory Board has the responsibility under our Code to review and approve all docks and boathouses on the lakes and canals. The Lakes Board requested that P&Z and City Commission consider changes to the length and size of docks (those rules are in the Zoning Code – thus P&Z) in order to streamline the permit process where shallow water conditions necessitate some additional dock length.

A recent dock variance request on Lake Killarney initiated this discussion at the Lakes Board. Historically the City has had a maximum 30 foot dock length on our lakes and when Lake Killarney was annexed (which had a 50 foot length from the Orange County regulations) our code related to dock length was written to allow docks up to 50 feet in length (from OHW) on Lake Killarney. However, at that time the total maximum size or square foot area of docks and boathouses was not changed to reflect the extra allowed length. This results in variance requests that go to the Zoning Board of Adjustment for an initial approval and then to the Lakes Board for a second review and approval. This two-step process is time consuming (3 months) for the lakefront property owners and largely unnecessary given the thorough Lakes Board public hearing review process, notice to neighbors, etc.

At the P&Z meeting there was discussion about whether this same type of approvals by two Boards ever came up on the other lakes. The staff answered that there has been the occasional situation, not often but maybe once every two years or so, where variances were requested and necessary from the 30 foot maximum length on the other lakes in the City, again due to shallow water conditions.

Since the P&Z Board and the City Commission are always looking of ways to streamline the approval processes for the City, the P&Z Board further suggested that the Code be further modified by allowing up to 10 additional feet of added dock length on the other lakes in the City to address those demonstrated shallow water situations so again such approvals can be streamlined by only going to one Board and not two. They did this in large part because they felt that the key criteria in both instances is that the allowance is only "when the applicant has provided sufficient water depth and bottom contour information to demonstrate that the additional length is needed and essential for normal boathouse/boatlift operation". This addition then went back to the Lakes Board which endorsed this additional change.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AMENDING CHAPTER 58 "LAND
DEVELOPMENT CODE" ARTICLE III, "ZONING"
TO AMEND SECTION 58-87 "LAKEFRONT LOTS,
CANALFRONT LOTS, STREAMFRONT LOTS,
BOATHOUSES AND DOCKS" TO REVISE THE
DEVELOPMENT STANDARDS FOR DOCKS ON
LAKEFRONT LOTS, PROVIDING FOR
SEVERABILITY, CONFLICTS, CODIFICATION,
AND AN EFFECTIVE DATE.**

WHEREAS, the Planning and Zoning Board and Lakes and Waterways Board of the City of Winter Park has recommended approval of this Ordinance; and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances, Section 58-87 "Lakefront lots, canalfront lots, streamfront lots, boathouses and docks", subsections (c) (2) and (c) (4) are amended to read as follows:

Sec. 58-87. Lakefront lots, canalfront lots, streamfront lots, boathouses and docks.

(c) *Docks and boathouses.* The following minimum or maximum standards shall apply to all construction or renovation of docks and boathouses:

(1) Before a building permit is issued, the plans for docks and boathouses shall be approved by the lakes and waterways board after review of comments from city staff and notification of the adjacent lakefront property owners.

(2) **The maximum size or square footage of boats and boathouses shall be as follows:**

a. The total area of docks and boathouses built at the water's edge over land and water shall not exceed 600 square feet **except on Lake Killarney where up to 700 square feet may be approved by the Lakes and Waterways Board if the following conditions are met:**

1. A dock longer than 30 feet from the OHW elevation is being proposed or rebuilt under the Lake Killarney special length allowance.

2. The applicant has provided sufficient water depth and/or bottom contour information to

demonstrate that the additional length is needed and essential for normal boathouse/boatlift operation.

3. No more than 25 square feet of additional area is proposed for each five feet of length beyond 30 feet from the OHW elevation.

b. In the case of canalfront lots (other than boathouse lots on canals as set forth in subsection (f) hereafter), the maximum total area of docks, boathouses, decks, stairs and any other attachments shall be based on the length of the canal frontage as follows:

1. Seventy-five feet or less of frontage, 450 sq. ft.
2. Seventy-six feet to 100 feet of frontage, 500 sq. ft.
3. Over 100 feet of frontage, 550 sq. ft.

The maximum width of canal boathouses shall be 20 feet.

(3) On lakes other than Lake Killarney, all new docks and boathouses shall not extend over 30 feet into the water from the ordinary high water elevations specified in this section. On lakes other than Lake Killarney, the Lakes and Waterways Board shall have the authority to approve up to an additional 10 feet in length and corresponding area for docks when the applicant has provided sufficient water depth and/or bottom contour information to demonstrate that the additional length is needed and essential for normal boathouse/boatlift operation. However, on Lake Killarney the maximum distance shall be 50 feet.

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

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

SECTION 4. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5 - EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2013.

Mayor

City Clerk

**CITY OF WINTER PARK
LAKES AND WATERWAYS ADVISORY BOARD**

Regular Meeting

**December 12,
2012**

Civic Center

12:00 pm

MINUTES

Present: Jesse Graham, Bill Swartz, Marty Sullivan Todd Weaver, David Moorhead, Thomas Smith, and Jim Barnes

Absent: Nora Miller

City of Winter Park Staff: Don Marcotte, Asst. Public Works Director; Jeff Briggs, Planning Director; Tim Egan, Environmental Resource Manager; Amy Giannotti, Asst. Environmental Resource Manager; Mike Hilton, Police Dept.; Debbie Wilkerson, Recording Secretary.

City of Maitland Staff: Marissa Williams

Guests: Peter Gottfried

CALL TO ORDER. Chair Graham called the Lakes and Waterways Advisory Board to order at 12:04 pm.

I. ADMINISTRATIVE ITEMS

Approval of Minutes:

Chair Graham asked for approval of the minutes from the October 17, 2012, meeting. Motion made by Mr. Sullivan to approve the October 17, 2012, minutes as presented, seconded by Mr. Weaver. Motion carried unanimously with a vote of 7-0.

II. NEW BUSINESS

Zoning Code Modification

Planning Director Jeff Briggs provided an update from the Planning and Zoning Board (P&Z) regarding the proposal by the Lakes and Waterways Board to modify the zoning code provisions for docks on Lk Killarney. The Lakes Board requested that P&Z and the City Commission consider changes to the length and size of docks in order streamline the permit process on Lk. Killarney where shallow water conditions necessitate some additional dock length.

Mr. Briggs reported that at the P&Z meeting there was discussion by the Board about whether this same type of approvals by two Boards ever came up on other City lakes. Staff answered that has been the occasional situation where variances were requested and necessary from the 30 foot maximum length on other lakes in the City. The P&Z Board and the City Commission are looking for ways to streamline the approval processes for the city. As a result, the P&Z Board further suggested that the Code be further modified by allowing up to 10 additional feet of added dock length on the lakes in the City to address those demonstrated shallow water situations so again such approvals can be streamlined by only going to one Board and not two. They did this in large part because they felt that the key criteria in both instances is that the allowance is only “when the applicant has provided sufficient water depth and bottom contour information to demonstrate the additional length is needed and essential for normal boathouse/boatlift operation.”

P&Z Board member, Peter Gottfried provided comments in support of P&Z recommendation.

Mr. Egan responded to a question regarding how “normal boathouse/boatlift operation” would be determined, he stated that he has historical data on the Chain of both normal low and normal high water levels. Also, Contractors would be asked as to the minimum water depths for the type of lift being used. Mr. Graham suggested that the Board adopt guidelines for determining normal boathouse/boatlift operations. This would provide consistency through staff changes for future requests. Mr. Egan will draft a policy document for the Board’s approval.

Motion made by Mr. Barnes to approve the Ordinance changes to Chapter 58 “Land Development, Section 58-87” as suggested by the Planning and Zoning Board for docks on all lakefronts lots in the City, seconded by Mr. Moorhead. Motion carried unanimously with a vote of 7-0.