



city commission agenda

Regular Meeting

Commission Chamber

April 8, 2013
3:30 p.m.

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

welcome

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

meeting procedures

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

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

1	Meeting Called to Order	
2	Invocation Finance Director, Wes Hamil Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report <ul style="list-style-type: none">a. Presentation - Best of Show 54th Annual Sidewalk Art Festivalb. Presentation - Healthy Central Florida Executive Summary-Jill Hamilton Bussc. Presentation - Business Recognition Award recipient Winter Park Playhouse	30 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 3/25/13. b. Approve the following purchase and contracts: <ul style="list-style-type: none"> 1. PR 151864 for Don Reid Ford, Inc. for the purchase of three 2013 Ford F-150 trucks; \$62,754. 2. Blanket purchase order to ENCO Utility Services for FY13 Professional Services (Operations and Maintenance) for Electric Utility; \$2,500,000. 3. PR 151976 to Sternberg Lanterns for streetlights for Alford Inn; \$50,948. 4. Cady Way Pool Complex agreement with the Winter Park Family YMCA and authorize the Mayor to sign. 5. Contract renewal with Bellomo Herbert RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Parks & Recreation) and authorize the Mayor to execute Amendment 1. 6. Contract renewal with Le-Huu Partners for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Parks & Recreation) and authorize the Mayor to execute Amendment 1. 7. Contract renewal with Environmental Research & Design, Inc. for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Lake Management) and authorize the Mayor to execute Amendment 1. 8. Piggybacking the County of Los Angeles/U.S. Communities contract MS-IS-1230234 with Graybar Electric Company for electric products and authorize the Mayor to execute the Piggyback Contract. c. Approve for execution the Memorandum of Agreement between the City of Winter Park and the Florida Department of Transportation for the Ultimate I-4 Project for City funding of and maintenance of aesthetic and lighting fixtures, subject to satisfying City Attorney comments of review. 	<p>5 minutes</p>
10 Action Items Requiring Discussion	Projected Time
<ul style="list-style-type: none"> a. Appointment of Vice Mayor b. RFP-11-2013 Federal Lobbying Services 	<p>5 minutes 15 minutes</p>

11 Public Hearings	Projected Time
a. <u>Request of Sydgan Corporation:</u> - Ordinance - Changing the Future Land Use designation of Single Family Residential and Institutional to Office Future Land Use on the properties at 216, 226 and 234 West Lyman Avenue (2) - Ordinance - Changing the zoning designation of Single Family (R-1A) District and Public, Quasi-Public (PQP) District to Office (O-2) District on the properties at 216, 226 and 234 West Lyman Avenue (2)	15 minutes
b. <u>Ravaudage Community Development District (CDD):</u> - Ordinance - Granting petition of Benjamin Partners, Ltd.; establishing and naming the Ravaudage Community Development District pursuant to Chapter 190, Florida Statutes; describing and providing the external boundaries, the functions and the powers of the District; designating five persons to serve as the initial members of the District's Board of Supervisors (2)	30 minutes
c. Ordinance - Amending Section 42-1, Definitions, and 42-7, Qualification of Candidates and Clerk's Certification, of Chapter 42, Elections, to add definitions for "Qualification Deadline", "Qualification Documents", and "Qualification Period", and to clarify qualification requirements (1)	15 minutes
d. Adoption of the Fee Schedule effective May 1, 2013.	15 minutes
12 City Commission Reports	Projected Time
a. Commissioner Leary b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner McMacken e. Mayor Bradley	10 minutes each

appeals & assistance

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

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



city commission city manager's report

item type City Manager's Report

meeting date April 8, 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
Lee Road Median Update	Investigating Palm Tree option with FDOT	TBD
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. FDOT has approved funding for PEF project engineering.</p> <p>Project website has been set up at www.cityofwinterpark.org/fairbanks</p>	<p><u>Construction Project</u> <u>On schedule</u> <u>Communication Notices</u></p> <ul style="list-style-type: none">• Force main work complete.• Jackson lift station is largely complete.• Gravity sewer is complete.• Streetlight conduit and pole foundations being installed.• Decorative lights have been ordered.• Mast arm foundations and poles being installed.• Contractor working on installing laterals. Work will begin at I-4 and progress to the East.
Tree Team Updates	Individual educational sessions based on tree inventory study are currently being scheduled with City Commission.	April 2013
Wayfinding Signs	All non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. Private property agreements under development for nine (9) locations have been notified for permission.	Installation of Phase 2 scheduled for month of May.
ULI Fairbanks Avenue TAP	Staff is working on the vision session.	May 2013
Post Office Discussions	Work session with Congressman Mica scheduled for April 15, 2013 at 9:00 a.m.	April 15, 2013 @ 9:00 a.m.

Organizational Support	Will be discussed along with preliminary FY14 budget	May/June 2013
Utility Billing/Recurring credit cards	New software is being implemented. Contract on February 11 agenda for approval. Project implementation and testing during March. Go live April.	April 2013
Amtrak/SunRail Station	Notice to Proceed 3/21 – Receiving submittals	April 2013
Quiet Zones	FDOT consultant reviewing concept plans.	April 2013
Wholesale Power Supply	Ongoing negotiations with multiple suppliers.	May/June 2013
Territory Negotiations	Ongoing discussions with Progress Energy/Duke	May/June 2013
New Hope Baptist Church Project	More substantial safety barrier added and buildings painted. Designer is addressing re-location of one of the accessibility ramps for better access. Awaiting installation of skirting around buildings. Storm water and landscape plan approved.	

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
March 25, 2013

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

A moment of silence was given in honor of former City Manager Richard Simmons who recently passed away. The invocation was provided by Mayor Bradley, 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 Attorney Bill Reischmann
City Clerk Cynthia Bonham
Deputy City Clerk Michelle Bernstein

The Oath of Office was administered to re-elected Commissioner Carolyn Cooper by her husband and Pastor; and Commissioner Thomas McMacken by his wife and daughter. Both incumbents were unopposed.

Approval of the agenda

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

Mayor's Report

- a. Presentation – Friends of Fleet Peeples Park volunteer efforts

Parks and Recreation Director John Holland provided a video showing approximately 150 volunteers assembling the new KA-BOOM playground that was built on March 2, 2013. Mayor Bradley thanked everyone who participated. A special recognition was given to Janet Atkins, Charles Namey, Carla Luba and Sally Simmons for their outstanding contributions.

- b. Presentation – Victim Service Center of Central Florida, Inc.

In recognition of the work our Police Department does in conjunction with the Victim Service Center, Mayor Bradley proclaimed the month of April 2013 as Sexual Assault Awareness Month. Gina Costa, Executive Director of the Victim Service Center of Central Florida accepted the proclamation.

c. Proclamation – Edwin Ford Day

Over the past 37 years, Coach Edwin Ford has volunteered his time to coach for the Mid-Florida Pop Warner Football League. In recognition of the outstanding dedication to helping our youth, Mayor Bradley proclaimed March 25, 2013 as Edwin Ford Day. Mr. Ford accepted the proclamation.

d. Proclamation – Purchasing Month

Mayor Bradley proclaimed March 2013 as "Purchasing Month". Purchasing Manager Carrie Woodell and Purchasing Agents Jennifer Jones and Anthony Durrum were present to accept the proclamation.

e. Proclamation – Water Conservation Month

Mayor Bradley proclaimed April 2013 as Water Conservation Month and urged all residents and businesses to practice water saving measures.

f. Board Appointment: Hannibal Square Community Land Trust Inc.

Motion made by Mayor Bradley to appoint David Crabtree to the Hannibal Square Community Land Trust Inc. Board; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

City Manager's Report:

a. Direction to advertise establishment of City FLU/Zoning on the non-PD portion of the Ravaudage/Home Acres annexation area

Planning Director Jeff Briggs explained that in November the City annexed 52+ acres at Ravaudage/Home Acres. The City now needs to proceed with establishing the City zoning and future land use for those properties that were not part of the Ravaudage Planned Development.

A majority of the Commissioners agreed to advertise. This will come back on a future agenda.

Miscellaneous Items

City Manager Knight acknowledged the request to provide a completion date for the Lee Road median and to add New Hope Baptist Church to the **City Manager's** Report. He also acknowledged the request for staff to provide several alternatives for the Organizational Support line item.

In response to Commission inquiries, City Manager Knight provided clarity regarding the current territory negotiations with Progress Energy/Duke and the reasoning behind the upcoming post office work session with Congressman Mica.

Finance Director Wes Hamil provided an update on the use of credit cards for utility payments. Implementation is scheduled for April and acceptable forms of payment will be Visa, Master Card or Discover Card.

City Attorney's Report

Attorney Bill Reischmann distributed a summary report pertaining to a code enforcement violation matter dating back to 2010 for the property located at 1849 Azalea Avenue. He explained that over the past three years the **City's Code Enforcement Board** has held multiple hearings and to date no final resolution has been reached.

On November 1, 2012, the Code Enforcement Board determined that this property has been in violation for a significant amount of time and entered its order quantifying the amount of the fine. The order was executed by the Chairman and recorded in the public records. By filing this order it legally becomes a lien and belongs to the governing body of the local government.

On March 7, 2013, the Code Enforcement Board notified **the City Attorney's office** to initiate the foreclosure of the property. During this past week, City staff was approached by Howard Axner of Meridian Capital Holdings LLC noting that his company has a signed contract with the homeowner to purchase the property with a proposed closing date of March 29. Mr. Axner explained in his letter dated March 16 that the actualization of the sale is contingent on Meridian's **ability to** satisfactorily negotiate a settlement of liens placed on the property by the City. **Meridian's intention for the property is to evict the current tenants and then** rehabilitate/renovate the house to a wholesome condition in a quick and timely manner.

Attorney Reischmann advised that on February 13, 2012 the City adopted Resolution No. 2101-12, delegating authority to the City Manager under specific conditions to negotiate code Enforcement liens and to execute satisfactions or releases of code enforcement liens (up to \$50,000).

Attorney Reischmann explained that as of this date the fines exceed the amount of \$400,000. The decision before the Commission is to either accept the proposal by Meridian Capital Holdings LLC to reduce the lien from the current amount which will allow them to rehabilitate, renovate and bring the property into compliance; or approve the Code Enforcement Board's **prior decision** and enter into foreclosure on the property. Pros and cons were provided regarding the two options presented above which transpired into a brief discussion. City Manager Knight recommended

lowering the lien amount so that Meridian Capital Holdings LLC could acquire the property and bring it into compliance.

Motion made by Mayor Bradley that the lien can be reduced to an amount that is within the City Manager's discretion and that the City Manager takes legal authority to negotiate on their behalf with the new owners the prompt and immediate clean-up of the property within a reasonable timeframe; seconded by Commissioner Sprinkel.

Attorney Reischmann answered questions and provided clarity regarding the proposed timeframe and expenses that would be incurred if they go through with the foreclosure process versus the timeframe and costs associated with the sale of the property.

Chief of Code Enforcement Sylvia Hawkins presented several photographs. She responded to inquiries related to the condemnation of the property.

A majority of the Commission agreed to look at implementing a policy stating that all liens that are 90 days out need to be reported to the Commission. Commissioner Leary shared his concerns with the short notice and lack of sufficient backup information being provided prior to making a decision.

Howard Axner, Meridian Capital Holdings LLC, spoke about the sales contract, the selling price, the closing date and the estimated timeframe to clean up the property.

Frank Candy, 1816 Azalea Lane, said the neighborhood property values have decreased significantly over the years. He asked the Commission to take action and accept the deal that is presented before them so the property can be cleaned up expeditiously.

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.

Non-Action Item

- a. Presentation of the Comprehensive Annual Financial Report for the year ended September 30, 2012.

Finance Director Wes Hamil provided highlights and answered questions.

James Halleran, CPA with James Moore & Company, provided a detailed summary report and answered questions.

Motion made by Commissioner McMacken to approve the report as presented; seconded by Commissioner Sprinkel; approved by acclamation with a 5-0 vote.

Public Comment

Michael Palumbo, 559 Oak Reserve Lane, thanked the City for installing the handicap access/parking and the new bathrooms at Fleet Peoples Park.

Consent Agenda

- a. Approve the minutes of 3/11/13.
- b. Approve the following purchases and contracts:
 - 1. PR 151714 to NDI Recognition Systems for Veriplate Automatic License Plate Recognition Solution and authorize the Mayor to execute the quote documents; \$71,478. – **PULLED FOR DISCUSSION – SEE BELOW**
 - 2. PR 151854 to Seminole County Sheriff's Office for annual maintenance, support, upgrades and connectivity for Computer Aided Forms Entry Management System; \$50,000.
 - 3. Contract renewal with Southeastern Surveying and Mapping Corporation for RFQ-2-2012 Continuing Contract for Professional, Architectural & Engineering Services (Survey Services) and authorize the Mayor to execute Amendment 1.
 - 4. Piggybacking the Florida Sheriff's Association contract 14-15-06-131 for tires and related services with Boulevard Tire Center and authorize the Mayor to execute the Piggyback Contract.
 - 5. Piggybacking the City of Daytona Beach contract 1210-1960 with USA Services of Florida for street sweeping services and authorize the Mayor to execute the Piggyback Contract.
- c. Award RFP-11-2013 Federal Lobbying Services to Alcalde & Fay Government & Public Affairs Consultants – **PULLED FOR DISCUSSION – SEE BELOW**

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

Consent Agenda item 'b.1' - PR 151714 to NDI Recognition Systems for Veriplate Automatic License Plate Recognition Solution and authorize the Mayor to execute the quote documents; \$71,478.

Police Chief Brett Railey provided clarity regarding the license plate recognition system and the benefits associated with using the system, including amber alerts.

Motion made by Commissioner Leary to approve Consent Agenda item 'b.1'; seconded by Commissioner McMacken and approved unanimously with a 5-0 vote.

Consent Agenda item 'c' - Award RFP-11-2013 Federal Lobbying Services to Alcalde & Fay Government & Public Affairs Consultants

Mayor Bradley requested that backup material including the rankings be provided within the next two weeks.

Motion made by Mayor Bradley to table Consent Agenda item 'c' for two weeks until such time as the information is available to the Commission; seconded by Commissioner Leary. 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.

Action Items Requiring Discussion

a. Alfond Inn New England Avenue Traffic Study

Planning Director Jeff Briggs explained that the traffic study contains a detailed analysis of the existing traffic conditions and options for improvements for those peak traffic times during hotel events. He explained that the City needs to wait for the Alfond Inn to open to determine if there are problems and determine a remedy at that time, if necessary. He explained that the vast majority of traffic will be directed to the hotel events from the east; both traffic lights function today to **create gaps for cars to access Alexander Place. Assuming a "problem" does exist,** the first remedy is to place temporary signs in the center line of the roadway with directional signage (like the signage for the pedestrian crossing at the Post Office) that will physically preclude those left turns that would back up traffic, thereby keeping the existing gaps in traffic available for cars accessing Alexander Place.

Mr. Briggs provided detailed information and presented a drawing showing the enhanced pedestrian safety bulb-out bricking that will be installed on all four corners of Interlachen and New England Avenues.

Commissioner Sprinkel mentioned receiving numerous comments regarding the limited parking availability around the Alfond Inn due to the high amount of construction workers using this area. The Commission requested that a follow up report be provided. City Manager Knight acknowledged.

Motion made by Mayor Bradley to accept the recommendations that have been presented as well as a review in six months after the date of opening; 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.

A recess was taken from 5:28 p.m. to 5:47 p.m.

Public Hearings:

- a. Request of Winter Park Town Center Development LLC: Final conditional use approval to construct a four story, 206 unit residential project and to construct a parking garage of approximately 300 spaces at 940 West Canton Avenue.

Planning Director Jeff Briggs explained that the applicant has submitted a landscape plan, stormwater drainage plan, parking garage lighting plan and signage plans to fulfill the requirements for the final conditional use approval and a positive recommendation was granted by the Planning and Zoning Board. Mr. Briggs answered questions.

Rebecca Wilson, Lowndes, Drosdick, Kantor and Reed Law Firm, spoke on behalf of the applicant and answered questions.

Electric Utility Director Jerry Warren addressed Commissioner McMacken's inquiry by providing a brief update on the status of the undergrounding in this area and the installation of stub-ups for future decorative lighting.

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.**

- b. Request of the Sydgan Corporation:

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 AND INSTITUTIONAL TO OFFICE FUTURE LAND USE ON THE PROPERTIES AT 216, 226 AND 234 WEST LYMAN 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 AND PUBLIC, QUASI-PUBLIC (PQP) DISTRICT TO OFFICE (O-2) DISTRICT ON THE PROPERTIES AT 216, 226 AND 234 WEST LYMAN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

Attorney Brown read both ordinances by title.

Planning Director Jeff Briggs explained the applicant's proposal is to rezone these three properties collectively so they can redevelop the entire site by moving the

historic Grant Chapel church building from its current location at 301 W. New England Avenue to this new location. In recent years, the Chapel has been used by the Winter Park photos and wedding chapel business. The proposed Office (O-2) zoning would allow that wedding photography business and in the future also allow for the building to be used as office space.

Mr. Briggs noted that Sydgan Corporation has agreed to record a deed restriction requiring moving the Grant Chapel building within two (2) years from the date of approval; otherwise, the zoning reverts back to the current designations and the applicant will register/enter the property into the City's Historic Preservation Program to commit to the preservation of the Grant Chapel Church.

Mr. Briggs responded to the inquiry as to the protocol if the church was destroyed by a hurricane, fire or tornado. He said without some further restriction, code would allow for a 1,500 s.f. single story office building to be constructed.

City Manager Knight advised that he received an email today from applicant Dan Bellows agreeing to deed restrict the proposed church property (see motion).

Motion made by Commissioner Leary to adopt the first ordinance (comprehensive plan) with the deed restriction quoted by City Manager Knight (Dan Bellows of Sydgan Corporation, agreeing to deed restrict the proposed church property as follows: 1) All conditions from staff recommendation remain; 2) Add a deed restriction on the proposed property to be rezoned to O-2 that would only allow the same square footage of the church to be rebuilt if the church is destroyed by act of God; and 3) Deed restrict and/or stipulate to a one-story building if the church is ever destroyed by an act of God.); seconded by Commissioner Sprinkel.

Motion made by Commissioner Leary to adopt the second ordinance (zoning); seconded by Commissioner Sprinkel.

Dan Bellows, Sydgan Corporation, 558 W. New England Avenue, answered questions relating to the structural analysis of the chapel, the ease of relocating the photography business and the parking requirements.

Upon a roll call vote on the first ordinance (comprehensive plan), Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 5-0 vote.

Upon a roll call vote on the second ordinance (zoning), Mayor Bradley and Commissioners Leary and Sprinkel, Cooper and McMacken voted yes. The motion carried with a 5-0 vote.

c. Ravaudage Community Development District (CDD)

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING PETITION OF BENJAMIN PARTNERS, LTD.; ESTABLISHING AND NAMING THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING AND PROVIDING THE EXTERNAL BOUNDARIES, THE FUNCTIONS AND THE POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE **DISTRICT'S BOARD OF SUPERVISORS**; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

CRA Director Dori Stone explained that the City must respond to the petition within 45 days after receipt of the application (submitted February 25, 2013). She explained that the applicant has been doing their obligatory requirements to Chapter 190 with their weekly advertisements. She stated this is an applicant sponsored process to create a Community Development District under Chapter 190. She explained that this evening under this ordinance and this process they are taking up the application for the CDD.

She noted that the interlocal agreement is an additional funding mechanism that they will be discussing but taking no action this evening. She mentioned that their attorney Ken Artin (of the Bryan Miller Olive law firm) was not able to be present this evening but has been in constant communication. His determination so far is what we have seen in the application for the CDD is very much the mold of CDD applications that he has seen throughout the state and the applicant has met the **procedural requirements of Chapter 190 and from staff's perspective the application** meets the requirements of the CDD.

Attorney Brown read the ordinance by title.

Ms. Stone noted that the Economic Development Advisory Board unanimously recommended approval of the CDD application.

Mayor Bradley addressed concerns with the eminent domain clause that he wanted excluded from the CDD in its entirety and asked if this can be amended to say the CDD has no powers of eminent domain. Attorney Brown explained this would be in conflict with Florida law and provided legal counsel. A lengthy discussion took place regarding this.

Questions were asked by the Commission regarding the CDD petition and whether Section 3 can be modified to say that the CDD is not predicated on the interlocal agreement. Legal counsel stated the ordinance language can be amended to address this and that the petition can be simplified. Discussion ensued that they can approve the CDD without approving an interlocal agreement.

Upon discussion, Jan Carpenter, Latham, Shuker, Eden & Beaudine Law Firm representing Benjamin Partners, Ltd. stated they would be willing to delete the

portion from the petition referencing the interlocal agreement being tied to granting the petition (2nd paragraph in paragraph 8 in the petition).

Discussion ensued regarding the drawing in the agenda packet showing future public and private uses within the CDD as related to the stormwater ponds and roads. Other discussion included what the impact would be on the City if the landowners in the CDD fail to pay their debt assessments. It was clarified by Attorney Brown that the City is at no risk in any way or will ever be liable under the bonds they issued or for any indebtedness or contracts of the CDD or landowner within it.

The pre-filed testimony in support of the establishment of the Ravaudage Community Development District affidavit was provided for the record that included testimony of Mr. Dan Bellows; Mr. George Flint, District Manager with Governmental Management Services (GMS)-Central Florida; Mr. Brett Sealy, Underwriter with MBS Capital Markets, LLC; Mr. David Stokes, Engineer with Madden, Moorhead & Glunt, Inc.; and Mr. Mark Luke, Surveyor with Madden, Moorhead & Glunt, Inc. Ms. Carpenter introduced this document to the Commission and indicated that they submitted affidavits attesting to the truth and validity of those items. A second affidavit was submitted by Mr. Stokes to change an exhibit to alleviate concerns of the landowner.

Jan Carpenter, Latham, Shuker, Eden & Beaudine Law Firm representing the **petitioner, spoke about the District's Board of Supervisor's and the laws they are required to follow.**

A question was posed concerning Exhibit 'C', Statutory Provisions Relating to Special Powers and if it is a matter of policy for us as related to parks and facilities, guardhouses, fences and gates and/or waste collection disposal. Attorney Brown clarified that the CDD can contract for its own waste collection disposal, and that the others would be City policy issues. Planning Director Jeff Briggs addressed a prohibition on private streets that you have to have to be gated and that the code would have to be changed. It was clarified that the CDD has all public streets. There was further discussion regarding the roads.

Applicant Dan Bellows, Benjamin Partners, spoke about the realignment of the streets/roads. He explained that Lewis Drive will be the main street through the project and is currently a City right-of-way that is partially being improved, completed by the District and maintained by the City. Glendon Avenue will be improved by the District and maintained by the City. He spoke about their future request to vacate other streets.

Motion made by Commissioner Sprinkel to accept the ordinance on first reading with the removal of the reference to the interlocal (2nd paragraph in Section 8 of the petition); seconded by Commissioner Leary.

Motion amended by Mayor Bradley to strike (2)(d) and (2)(f) under Exhibit 'C', "Statutory Provisions Relating to Special Powers"; seconded by Commissioner Leary for discussion.

Ms. Carpenter disagreed with taking away the security aspect. Police Chief Brett Railey explained that it does not lessen their responsibility but could increase a deterrent effect in that area; they would still have the responsibility to respond to crimes that occur and to patrol the area.

Attorney Rebecca Wilson, speaking on behalf of Don Reid Ford submitted a copy of **Exhibit B under Exhibit 7A, 'Public and Private Land Use Map' to the Deputy Clerk** for the record. She stated it had been modified so if and when the petition is adopted it is adopted with this exhibit that was also shown earlier. For the record, she stated the CDD has the right of eminent domain with properties within the CDD and has the ability to petition a local government for eminent domain over property that is in that local government. Since the Don Reid Ford property is in the City of Maitland, the City of Winter Park would not have the ability for eminent domain over that.

The following opposed the ordinance:

Henry Priest, 239 Osceola Court
Roberta Willenkin, 1580 Grove Terrace

The following spoke in favor of the ordinance:

Sally Flynn, 1400 Highland Road (but against interlocal)
Daniel Assael, representing Park Green of Winter Park
Peter Weldon, 700 Via Lombardy (but against interlocal)
Joe Terranova, 151 N. Virginia Avenue (but against interlocal)

Scott Bodie, 1033 Lake Bell Drive, 50% opposed and 50% in favor.

Final comments were made by each Commissioner. Commissioners Cooper and McMacken as well as Mayor Bradley spoke against the interlocal agreement. Commissioners Sprinkel and McMacken spoke in favor of the CDD. Commissioner Leary commented about the police power in that area.

Commissioner Leary withdrew his second to the amended motion.

Motion amended by Mayor Bradley that strikes under Exhibit 'C', (2)(d) regarding security; seconded by Commissioner Cooper.

Motion amended that strikes under Exhibit 'C', (2)(f), waste collection and disposal; seconded by Commissioner Leary.

Upon a roll call vote, on the first amendment to strike (2)(d) under Exhibit 'C' regarding security from the petition, Mayor Bradley voted yes.

Commissioners Leary, Sprinkel, Cooper and McMacken voted no. The motion failed with a 4-1 vote.

Upon a roll call vote, on the second amendment to strike (2)(f) under Exhibit 'C' regarding waste collection and disposal from the petition, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the main motion to accept the ordinance on first reading with the removal of the reference to the interlocal (2nd paragraph in Section 8 of the petition); and to strike (2)(f) under Exhibit 'C' regarding waste collection and disposal from the petition, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Non-Action Item

a. Ravaudage Interlocal Agreement discussion

CRA Director Dori Stone explained that numerous revisions have been made to the document since it was provided to the Commission; therefore a draft document is not available at this time. It was clarified that this does not have to come back at the next meeting as there is no time restraints in place as far as the City is concerned.

Attorney Brown explained that negotiations have been on-going. He provided a summary regarding the proposed negotiation points to include the Economic Incentive Payments (EIP) concept they are proposing (the payments that the City will contractually agree to pay if the City enters the interlocal agreement). He explained the protections they are embedding into the agreement.

The Mayor and each Commissioner shared their concerns along with the pros and cons associated with the proposed interlocal agreement.

Mayor Bradley said no action is being taken this evening and asked that staff bring proposals to the Commission. He suggested they start over and look at a different approach to accomplishing similar things and that he believed the City is not obligated to agree to the entire agreement.

City Commission Reports:

a. Commissioner Leary

Commissioner Leary addressed welcoming everyone to Winter Park at the Tri-County League of Cities luncheon and that it was a great event.

b. Commissioner Sprinkel

Commissioner Sprinkel asked staff to review Deirdre Macnab's email sent to City Manager Knight regarding global warming.

Commissioner Sprinkel addressed water conservation and asked to put more information on the website to make people more aware.

Commissioner Sprinkel asked to formalize the process to pay for electric.

c. Commissioner Cooper - No items.

d. Commissioner McMacken

Commissioner McMacken addressed the need to re-sod Central Park.

Commissioner McMacken addressed the impact fees on the Fairbanks Avenue sewer lines and the misunderstanding among citizens. He spoke about the need to clarify this for the citizens. City Manager Knight explained the issue of the impact fees on Fairbanks.

e. Mayor Bradley

Mayor Bradley announced the upcoming post office work session on April 15 with Congressman Mica. He wanted to make sure that all alternatives have been addressed.

Mayor Bradley spoke about the West Meadow and wanted to explore what we can do because 6-9 months out of the year it is used as a parking lot and that we have to keep re-sodding. He stated he can bring back a proposal.

Mayor Bradley spoke about videotaping the meetings and asked that proposals be sent to them.

The meeting adjourned at 8:50 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	April 8, 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.	Don Reid Ford, Inc.	PR 151864 for the Purchase of three 2013 Ford F-150 Trucks	Total expenditure included in approved FY13 vehicle replacement budget. Amount: \$62,754	Commission approve PR 151864.
2.	ENCO Utility Services	Blanket Purchase Order for Professional Services (Operations and Maintenance) for Electric Utility	Total expenditure included in approved FY13 budget. Amount: \$2,500,000	Commission approve Blanket Purchase Order to ENCO Utility Services for FY13 Professional Services
This Blanket Purchase Order will expire September 30, 2013.				
3.	Sternberg Lanterns	PR 151976 Streetlights for Alford Inn	Total expenditure included in approved FY13 budget. Amount: \$50,948	Commission approve PR 151976 to Sternberg Lanterns
Sternberg Lanterns is a sole source vendor for these streetlights.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
4.	Winter Park Family YMCA	Cady Way Pool Complex Agreement	No cost to the City.	Commission approve Cady Way Pool Complex Agreement and authorize the Mayor to sign.
The Cady Way Pool facility is staffed and operated by the YMCA at no cost to the city. The city does provide maintenance for the dressing room/office facility, pool and filtration equipment and is scheduled to make repairs (budgeted) to the pool after the summer swimming season.				
5.	Bellomo Herbert	Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Parks & Recreation)	Total expenditure included in approved FY13 budget	Commission approve contract renewal with Bellomo Herbert and authorize the Mayor to execute Amendment 1.
The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Bellomo Herbert on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire May 26, 2013.				

6.	Le-Huu Partners	Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Parks & Recreation)	Total expenditure included in approved FY13 budget	Commission approve contract renewal with Le-Huu Partners and authorize the Mayor to execute Amendment 1.
The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Le-Huu Partners on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire May 26, 2013.				
7.	Environmental Research & Design, Inc.	Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Lake Management)	Total expenditure included in approved FY13 budget	Commission approve contract renewal with Environmental Research & Design, Inc. and authorize the Mayor to execute Amendment 1.
The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Environmental Research & Design, Inc. on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire May 26, 2013.				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
8.	Graybar Electric Company	Piggybacking the County of Los Angeles/U.S. Communities contract for Electric Products	Purchases will be made in accordance with the approved budget.	Commission approve piggybacking the County of Los Angeles/U.S. Communities contract MS-IS-1230234 and authorize the Mayor to execute the Piggyback Contract.
The County of Los Angeles utilized a competitive bidding process to award this contract. The current contract term expires on March 31, 2016.				



city commission agenda item

item type	Consent Agenda	meeting date	April 8, 2013
prepared by department division	Public Works Troy Attaway	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject: Execution of a Memorandum of Agreement By and Between the City of Winter Park and the State of Florida, Department of Transportation for the Ultimate I-4 Project for City funding of and maintenance of aesthetic and lighting fixtures. (Attachment #1)

motion | recommendation: Approval for execution of the memorandum of agreement subject to satisfying City Attorney comments of review. (Attachment #2)

Background: In 2000, The Florida Department of Transportation developed urban Design Guidelines for aesthetic enhancements along the I-4 corridor, including the Fairbanks Avenue and Lee Road overpass bridges in Winter Park. FDOT then met with Winter Park Planning to prioritize and determine aesthetic enhancements along the I-4 corridor. The treatment levels presented in the I-4 Aesthetic Treatments & Color Schemes, Project 242484-5 within the City of Winter Park (Attachment #3) is the result of this coordination. The upgraded Level III representative (pages 6 – 9) is indicated for the Fairbanks Avenue I-4 bridge overpass. The FDOT standard Level I representative is indicated for the Lee Road I-4 bridge overpass. Improvements include enhanced bridge facades, new updated traffic signal mast arm poles, new highway illumination lighting, and new landscaping.

City responsibility for funding and maintenance applies to the Fairbanks bridge and decorative **traffic signal mast arms since the elements are upgraded at the City's request. As the Lee Road bridge is the FDOT standard design, the City is not obligated to maintain.**

alternatives | other considerations: Constructing FDOT Level I standard bridge design at both Fairbanks and Lee Road would release the City of maintenance obligation. No cost to the City for the Installation of FDOT standard traffic signal strain poles.

fiscal impact: Upgraded Traffic Signal Mast Arm Poles, City cost of \$80,000 to be included in the FY14 budget. FDOT has committed funds to construct the Level III upgraded aesthetic treatments; no cost to the City. The City will be responsible for electricity cost of approximately \$720.00 annually.

long-term impact: Aesthetic improvements to the Fairbanks/I-4 Corridor area which acts as the western gateway to the City.

strategic objective: Aesthetic Improvement

ATTACHMENT #1
PROPOSED AGREEMENT

-MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF WINTER PARK,

AND

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

FOR THE ULTIMATE I-4 PROJECT

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, hereinafter, the “**DEPARTMENT**” and the **CITY OF WINTER PARK**, a municipality incorporated under the laws of the State of Florida, hereinafter the “**LOCAL AGENCY**”.

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains I-4 as a part of the State Highway System including that portion of I-4 that runs through the city limits of the City of Winter Park; and

WHEREAS, the **DEPARTMENT** has initiated the design and construction of the I-4 Ultimate Project, FM# 242484-5-52-01,, herein, the “**PROJECT**”; and

WHEREAS, the **DEPARTMENT** and the **LOCAL AGENCY** have discussed the inclusion of certain aesthetic and lighting features into the plans and construction of the **PROJECT** and the parties hereto desire to establish an understanding regarding the funding and the maintenance of the aesthetic and lighting features.

NOW THEREFORE, for and in consideration of the mutual benefits to flow to each other, the parties agree as follows:

1. AESTHETIC TREATMENT

The **DEPARTMENT** and the **LOCAL AGENCY** agree that the “I-4 Minimum Aesthetic Treatment and Color Schemes for I-4 Project, 242484-5 with the City of Winter Park” document, Exhibit “A” attached hereto and incorporated herein, is a complete description of the aesthetic treatment to be applied by the **DEPARTMENT** to the I-4 Project (FM 242 484-5) (hereinafter “**Project**”) within the Local Agency limits of the Local Agency.

2. AESTHETIC TREATMENT LOCATIONS

The **LOCAL AGENCY** and the **DEPARTMENT** further agree that the Table included in Part 5.0 of Exhibit “A” (“Treatment Location Identification”) accurately identifies and reflects what aesthetic treatment levels that the **DEPARTMENT** will incorporate into the Design-Build Plan

sets. The LOCAL AGENCY and the DEPARTMENT agree that those items included in Exhibit "A" hereto are the only aesthetic features that will be added to the DEPARTMENT's Project. The LOCAL AGENCY agrees to appoint one individual who will be responsible to receive submittals from the DEPARTMENT's Contractor relative to the aesthetic features and that the LOCAL AGENCY will expedite review of the submittals.

3. COST OF DESIGN & INSTALLATION OF AESTHETIC TREATMENT

The LOCAL AGENCY and the DEPARTMENT agree that the cost of the aesthetic treatment described in Exhibit "A" shall be incorporated into the DEPARTMENT's Design-Build Plan sets and shall be bid as a part of the larger I-4 Design Build package. Except as may be otherwise addressed herein, the DEPARTMENT shall bear the cost of the design and construction of the aesthetic treatment described in Exhibit "A".

4. MAINTENANCE RESPONSIBILITIES OF AESTHETICS

The LOCAL AGENCY and the DEPARTMENT agree that the DEPARTMENT will maintain the aesthetic features only at the Department's standard level of maintenance as all other elements of I-4. Should the aesthetic features described in Exhibit "A" hereto need or require maintenance over and above the standard DEPARTMENT maintenance levels or at time intervals more often than what the DEPARTMENT normally performs maintenance or repair, the LOCAL AGENCY shall be responsible to perform and to bear the cost of the more intensive maintenance levels. In the event that the LOCAL AGENCY fails to maintain the features as needed, the DEPARTMENT shall have the option of removing the feature or of continuing to maintain the feature at a "standard" maintenance level regardless of the deteriorated appearance of the feature. By way of example, but not by limitation, the LOCAL AGENCY shall be responsible to maintain the paint and color scheme in the event of vandalism or in the event of an accident that requires repair or restoration of the aesthetic scheme. The DEPARTMENT shall be responsible to maintain the structural elements of all bridges and overpasses within the limits of I-4.

5. HIGHWAY ILLUMINATION LIGHTING

The DEPARTMENT has designed certain standard lighting for the PROJECT and the DEPARTMENT agrees to install standard lighting fixtures for the PROJECT at those locations identified in Exhibit "B" hereto. For the standard lighting fixtures, the DEPARTMENT shall be responsible for the design and construction of said fixtures.

5.1 On-System Lighting

If the standard lighting is located on the State Highway System, the lighting may be added to the Master Lighting Agreement between the parties hereto which shall control the cost of operation, maintenance and repair in addition to the cost of electricity to operate the lights.

In the event the lighting is not added to the Master Lighting Agreement, the DEPARTMENT shall be responsible to maintain, repair, replace and to operate the on-system lighting.

5.2 Off-System Lighting

The CITY has requested that certain off-system lighting features be designed and installed as a part of the I-4 Ultimate Project. For the off-system lighting locations identified in the Design-Build Plans package, the DEPARTMENT will design and construct off-system highway illumination lighting. The CITY shall be solely responsible to maintain, repair, replace and to pay the cost of operation of all of the off-system lighting. Any and all connection fees, impact fees, any other fees, and any cost or fees to establish load centers for the off-system lighting shall be the responsibility of the CITY. The DEPARTMENT shall, if necessary, work with power provider for the off-system lighting system to establish an address for the load centers and to establish with the power provider that the CITY will be solely responsible for the cost of operation for the off-system lighting. Notwithstanding the above, the DEPARTMENT's Contractor shall be responsible for the cost of operation of the off-system lighting up to the point of final acceptance by the DEPARTMENT. At the point of final acceptance of the Project, the cost and responsibility for the off-system lighting shall be the responsibility of the CITY. In the event the CITY requires a specific lighting fixture to be purchased and installed which will require the purchase by way of purchasing the fixture as a sole source, then the DEPARTMENT will design and construct the foundations and power supply for the off-system highway illumination lighting and the CITY shall be responsible to complete the construction of the off-system lighting by supplying the lighting fixtures and the CITY will be responsible to have said lighting fixtures installed.

5.3 Bridge Lighting

The DEPARTMENT and the **LOCAL AGENCY** agree that any highway illumination lighting on the top side of the vehicular bridges crossing over the Project shall be owned, operated and maintained by the **LOCAL AGENCY**. Any standard "under deck" highway illumination lighting on the bridges or overpasses that is constructed as a part of the DEPARTMENT's Project shall be owned, operated and maintained by the DEPARTMENT.

6. LANDSCAPING

The **LOCAL AGENCY** understands and agrees that any landscaping that the **LOCAL AGENCY** wants to have added to I-4 within the city limits of the **LOCAL AGENCY** will be handled by way of a separate agreement at a later time. At the time that landscaping is added to

I-4, the **LOCAL AGENCY** shall be responsible to pay any connection fees or impact fees or any other type of fee that is levied by the **LOCAL AGENCY** or any other third party that arises out of or is in any way associated with the landscaping. These fees would include, but not be limited to irrigation impact fees, water or reuse water connection fees, and any fees or costs of any sort associated with providing power or load centers for meters or irrigation devices.

7. HARDSCAPE FEATURES ON ADJACENT LOCAL AGENCY STREETS

In the event the DEPARTMENT must connect the Project to **LOCAL AGENCY** streets, the DEPARTMENT agrees to make the connection by replacing the street features in kind with those demolished. In the event the **LOCAL AGENCY** desires to upgrade any features at these points of connection, the **LOCAL AGENCY** agrees that it will pay to the DEPARTMENT the incremental, additional cost of the upgrade. To do so, the **LOCAL AGENCY** shall enter into a Locally Funded Agreement to provide the funding to the DEPARTMENT _____ days prior to the DEPARTMENT's advertising the Project for construction. The **LOCAL AGENCY** agrees to sign a LFA in substantially the same form as the LFA attached hereto as Exhibit "_____". In the event the LFA is not signed, the DEPARTMENT will move forward with the project, replacing features with similar, in-kind features, without designing or installing upgraded features.

8. MAST ARMS

The DEPARTMENT agrees to design and install mast arm structures at various intersections as requested by the **LOCAL AGENCY**. The specific locations and the number of mast arm structures are identified and described in Exhibit "D" attached hereto and incorporated herein. The **LOCAL AGENCY** agrees to be responsible to contribute to the DEPARTMENT for the difference between the cost of strain pole structures and the requested mast arms. The current estimate of said difference and the amount of the **LOCAL AGENCY**'s estimated contribution is \$80,000.00. The **LOCAL AGENCY** agrees to pay the incremental additional cost of the upgrades. To do so, the **LOCAL AGENCY** shall enter into a Locally Funded Agreement to provide the funding to the DEPARTMENT ninety (90) days prior to the DEPARTMENT's advertising the Project for construction. The **LOCAL AGENCY** agrees to sign a Locally Funded Agreement (LFA) in substantially the same form as the LFA attached to this Agreement as Exhibit "E". In the event the LFA is not signed, the DEPARTMENT will move forward with the Project, installing strain poles at all locations identified in Exhibit "D" hereto.

9. EXPENDITURE OF FUNDS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

10. NO COMMITMENT OF FUNDS

The **LOCAL AGENCY** and the DEPARTMENT agree that nothing herein shall be considered a commitment of funds to incorporate the aesthetic treatment and lighting described herein unless and until the DEPARTMENT is able to fund and to enter into a Design Build contract for the construction of I-4 that includes said treatment and lighting unless and until the funding is secured, programmed, encumbered and authorized by the Federal Highway Administration and by the Department's Comptroller.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

CITY OF WINTER PARK

DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name:

Name: Alan E. Hyman, P.E.

Title:

Title: Director of Transportation Operations

Date: _____

Date: _____

Attest: _____

By:

Title:

Approved as to form and legality:

Department Legal Review:

By:

City Attorney



BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.

Attorneys at Law

ATTACHMENT #2
CITY ATTORNEY REVIEW

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

Usher L. Brown
Board Certified Civil Trial Law
Board Certified Education Law
ulbrown@orlandolaw.net

January 31, 2013

Lena Petersen, Construction Project & Grant Manager *via email & regular U.S. Mail*
Debbie Wilkerson, CPS/CAP, Public Works
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Re: FDOT and CWP Ultimate I-4 Project Agreement

Dear Lena:

This responds to your email dated January 18, 2013, which included a proposed "Memorandum of Agreement" between Winter Park and DOT for the "Ultimate I-4 Project".

I have the following comments:

1. Paragraphs 4 and 5.2 require that the City will maintain and repair aesthetics and "off system" lighting that exceeds DOT minimum standards. A local agency maintenance agreement was not attached as an exhibit nor provided in what you sent to me.

I recommend that paragraphs 4 and 5.2 specifically state that to the extent the City of Winter Park has a duty to maintain or repair aesthetics, lighting or future installed landscaping, then the City, its agents and employees shall have a non-exclusive and perpetual easement on state highway system right-of-way for the purpose of access to maintain and repair. The City and its personnel will abide by all DOT regulations when entering highway system right-of-way to repair/maintain aesthetic features, off system lighting and landscaping (but only to the extent that the landscaping agreement and this agreement require the City to maintain or replace assets/landscaping).

2. Paragraph 1 requires that the City will appoint one individual responsible to

Ft. Lauderdale (954) 670-1979 • Kissimmee (321) 402-0144 • Cocoa (866) 425-9566
Website: www.orlandolaw.net • Email: firm@orlandolaw.net

receive submittals from the Department's contractor that regard aesthetic features and that the City will "expedite" review of the submittals. I recommend that the City shall have at least 14 business days within which it can review and respond to contractor submittals. Fourteen business days should allow for City staff to bring an item before the Commission.

3. Be aware of the business term regarding sole-source lighting upgrades. FDOT has the responsibility to design and construct all improvements, even those that exceed their minimum standards. The exception to this is 5.2 regarding sole-source off-system lighting. If the lighting system the City requires is sole-source, then FDOT will design and construct foundations and power supply but the City must purchase the sole source lighting system and install it.

4. What you sent did not include LFA's (Local Financing Agreements) for either the hardscape street improvements or the mast arms (these are identified as exhibits in the Agreement). The exhibits are not marked, but it appears that Exhibit "A" for aesthetics is complete, and there are some documents regarding lighting, but it is difficult to tell if the entire Exhibit "B" concerning lighting was included. And, I could not identify any documents specifically related to "strain poles" that would satisfy the description of "Exhibit D". I cannot review or comment upon exhibits that are incomplete or not furnished. The LFA's in particular would be separate legal agreements that should be provided and reviewed. The remainder of the exhibits are business terms that staff should be comfortable with before this Agreement is finalized.

5. Paragraph 9 ("Expenditure of Funds") is a little vague as applied to this Agreement. Is FDOT attempting to say they are not bound to expend money unless and until they have a statement from their comptroller that funds are available? If that is the intent, it can be more simply stated, but it isn't a necessary provision because the Agreement doesn't require FDOT to actually spend money or construct anything within a required period of time.

I understand the concept that FDOT doesn't want to be obligated to spend money until such time as it has a budget and funds are appropriated to accomplish a specific task called for in the Agreement. If they believe a "nonappropriation" clause is needed in paragraph 9, then the City should have one as well.

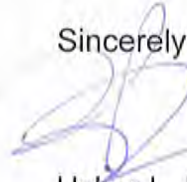
6. Is the reference in paragraph 2 to FDOT's "standard department maintenance levels" sufficiently clear?

7. My final comment is that FDOT is not obligating itself to do anything within any particular period of time. This Agreement basically sets out the rules for apportioning responsibility when and if there are budgeted funds from state and federal funds to move forward. See, paragraphs 9 and 10 of the Agreement.

January 31, 2013
Page 3

Subject to my comments, the Agreement is a lawful and reasonable assignment of respective responsibilities concerning design and construction of the I-4 improvements through Winter Park.

Sincerely,



Usher L. Brown

ULB:tla

G:\docs\Cities\Winter Park\Agreements & Contracts\FDOT - Aesthetic Enhancements - I-4\ltr.lena petersen re review of FDOT Agreement Maintenance Agreement for Ultimate I-4 Project.wpd

I-4 Minimum Aesthetic Treatments and Color Schemes

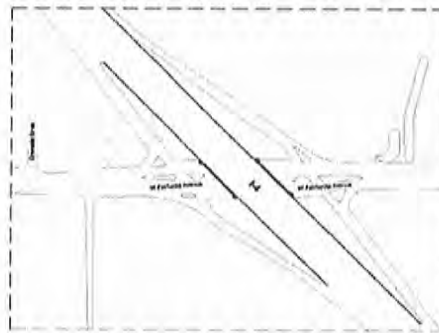
Project 242484-5 within the
“City of Winter Park”



Details prepared by City of Winter Park for Fairbanks Overpass



PROJECT SITE LOCATION MAP



GENERAL CONTEXTUAL PROJECT SITE PLAN LAYOUT

PROJECT DESCRIPTION:

Over the next few decades FDOT will reconstruct 73 miles of Interstate 4 from the Central Florida attractions area (Osceola/Polk County line) to Daytona (I-95). As part of this reconstruction, eighteen overpass bridges will be rebuilt in Orange, Osceola and Seminole Counties. In August 2006, FDOT developed aesthetic design concepts for these bridges. This effort focused on establishing a unifying theme expressing the urban design character of historic Orlando. Design elements included the top barrier wall, the exposed bridge beams, as well as the side and underpass walls. New bridge wall columns were included in each design. FDOT offered five alternative design choices to cities like Winter Park.

Two I-4 bridges are within the City of Winter Park including those over Lee Road and Fairbanks Avenue. As part of a Winter Park Gateway Project, Martin & Vargas Design, working with FDOT, designed a unique bridge design alternative for the Fairbanks Avenue Bridge. Total state funding available for the Fairbanks Bridge is \$1,032,120. The Lee Road Bridge will receive a Level 1 Enhancement allocation of \$554,478. If the City were to lower the bridge treatment for this bridge to Level 1 - Representative an additional \$397,988 would be available for the Fairbanks Bridge, bringing the total to \$1,430,116. Represented in these plans are design development details of the bridge design. They represent sufficient detail for FDOT pricing and final design.



City of Winter Park
1400 Fairbanks Ave.
Winter Park, FL 32789

Project No. 1400
Project Name: Fairbanks Ave. Bridge

Project Description: Bridge overpass

Project Location: Winter Park, FL

Project Status: Design Development

Project Date: 10/1/2014

Project Sheet: A-1

Project Scale: 1" = 100'

Project Author: Martin & Vargas Design

Project Reviewer: FDOT

Project Date: 10/1/2014

Project Sheet: A-1

Project Scale: 1" = 100'

Project Author: Martin & Vargas Design

Project Reviewer: FDOT

Project Date: 10/1/2014

Project Sheet: A-1

Project Scale: 1" = 100'

Project Author: Martin & Vargas Design

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Project Reviewer: FDOT

Project Date: 10/1/2014

Project Sheet: A-1

Project Scale: 1" = 100'

Project Author: Martin & Vargas Design

Project Reviewer: FDOT

Project Date: 10/1/2014

Project Sheet: A-1

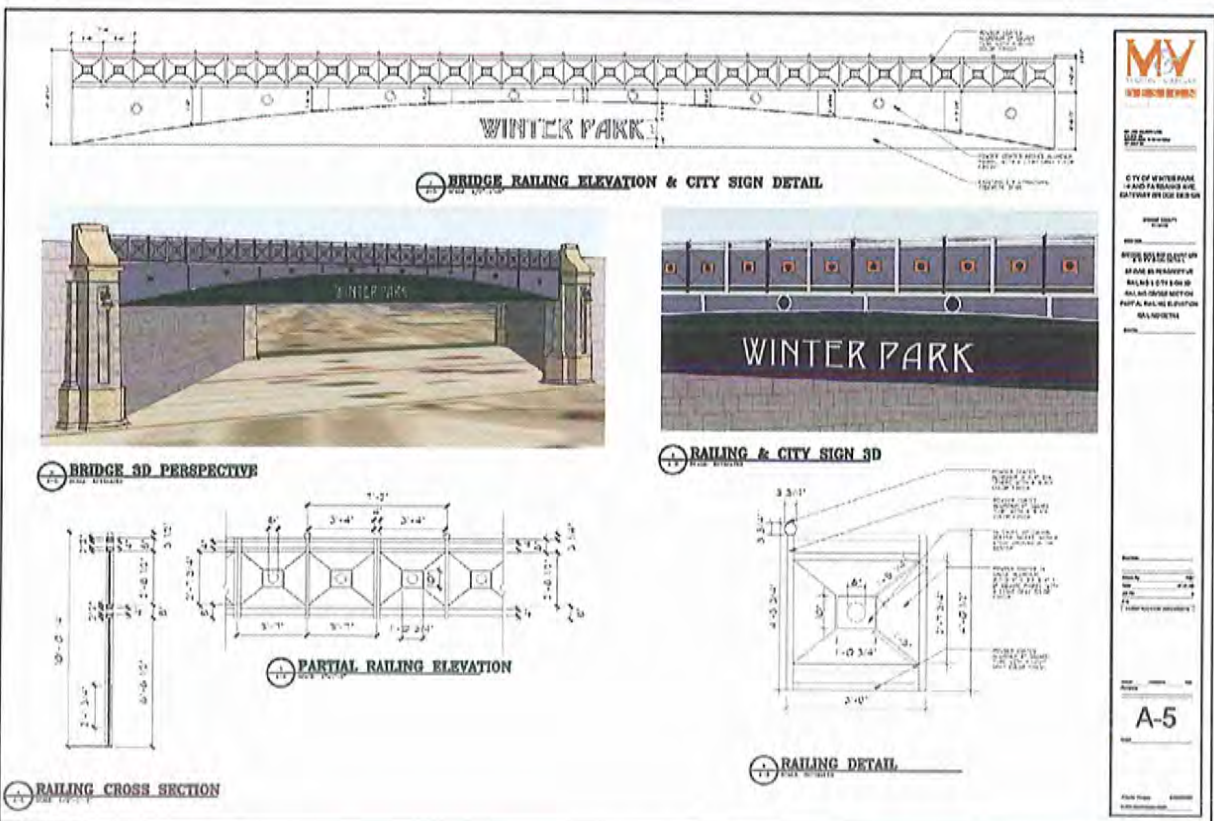
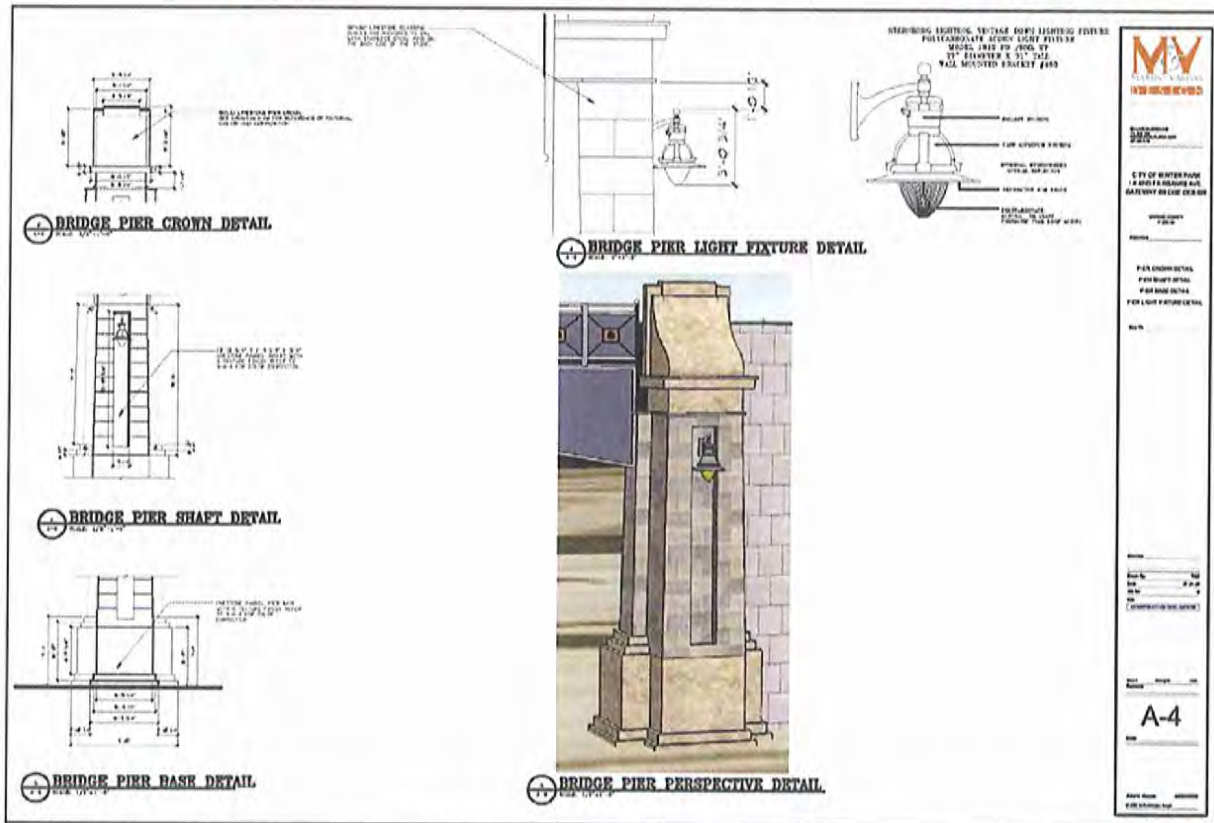
Fairbanks Avenue

14

Fairbanks Avenue

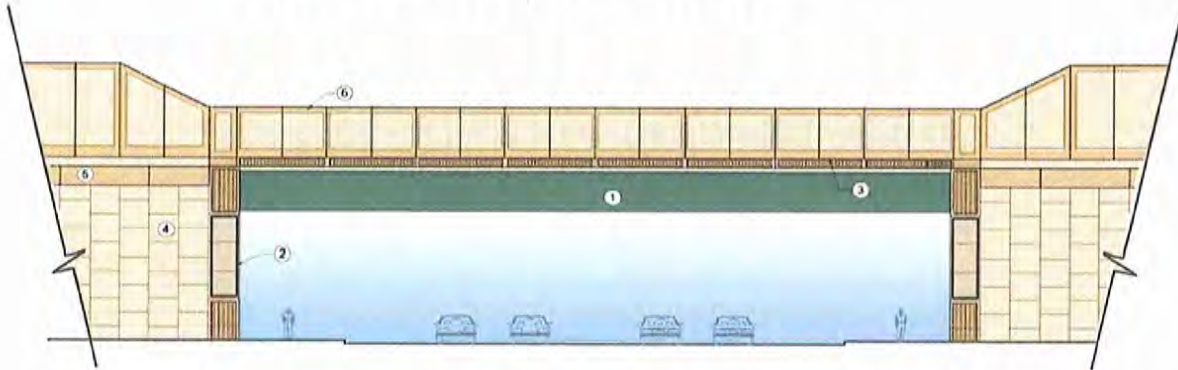


Fairbanks Ave. Bridge



I-4 over Lee Road

Level 1 ~ Representative



Elements:

1. Bridge Structure – As Recommended in the Bridge Development Report (BDR)/1 Color (34108)
2. MSE Bridge Pylons - Thickened MSE Wall Panels with 2 Textures and 2 Colors (33690 & 33446)
3. Crash Barrier - Formliner Texture On Crash Barrier Across Bridge/2 Colors (33690 & 33446)
4. MSE Walls – 1 Texture/1 Color (33690)
5. MSE Coping – 1 Texture/1 Color (33446)
6. Sound Walls – Multiple Heights/2 Textures/2 Colors (33690 & 33446)
Final Soundwall Aesthetics Have Not Been Developed



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	April 8, 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	

subject

RFP-11-2013 Federal Lobbying Services

motion | recommendation

Recommend City Commission approve award to Alcalde & Fay Government & Public Affairs Consultants

background

On January 17, 2013 the RFP was issued.

On February 14, 2013 a public opening of responses was conducted. A total of five (5) proposals were received, all were deemed responsive.

On February 21, 2013 the selection committee met to conduct a short listing of the responses.

Rankings by committee member as follows:

	Alcalde & Fay	Becker & Poliakoff	BGR Government Affairs	Gephardt Government Affairs	Jenkins Hill Consulting
Troy Attaway	67	62	63	39	78
Michelle del Valle	89	82	88	75	87
John Holland	73	69	70	61	68
Sarah Sprinkel	80	65	83	64	82
George Wiggins	87	83	91	74	84

On March 5, 2013 oral presentations were given by the top three (3) short listed firms:

Alcalde & Fay Government & Public Affairs Consultants

BGR Government Affairs, LLC

Jenkins Hill Consulting, LLC

At the conclusion of the oral presentations, the selection committee ranked as follows. The overall lowest score becomes the top ranked firm.

	Alcalde & Fay	BGR Government Affairs	Jenkins Hill Consulting
Troy Attaway	2	1	3
Michelle del Valle	2	1	3
John Holland	1	2	3
Sarah Sprinkel	1	2	3
George Wiggins	1	3	2
TOTAL	7	9	14

Cost proposal for each of the short listed firms as follows:

Alcalde & Fay: \$5,000 per month

BGR Government Affairs: \$4,500 per month

Jenkins Hill Consulting: \$3,500 per month

alternatives | other considerations

The City Commission has the option of accepting the Selection Committee's recommendation or selecting another firm proposing on this engagement.

fiscal impact

Top ranked firm proposed fee is \$5,000 per month.

long-term impact

N/A

strategic objective

Quality government services & financial security



city commission public hearing

item type	Public Hearing	meeting date	April 8, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input 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	6-1 final vote

Subject: Second Reading of the Request for Comp. FLU/Rezoning of 216, 224 and 234 W. Lyman Avenue to Office (O-2). New text in yellow

The City Commission approved this Comp. FLU/Rezoning at first reading on March 25th. The approval is subject to an Agreement deed restriction which binds the applicant to move the Grant Chapel building within two (2) years or the action to rezone shall be null and void. The Agreement also commits to the preservation of the Grant Chapel church building. Furthermore the Agreement Owner furthermore voluntarily agrees that if the Grant Chapel church building is ever destroyed or damaged beyond repair due to fire, tornado or any other Acts of God, then Owner agrees and commits that no replacement building shall be any larger in size and square footage than the existing Grant Chapel church building and further that no replacement building shall be more than one story in height. (That revised Agreement is attached in the agenda materials).

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the comprehensive plan future land use map amendment to Office and the rezoning to (O-2) on the properties at 216, 226 and 234 W. Lyman Avenue with the condition that a Development Agreement commits the owner to the relocation of the Grant Chapel Church building to this site within two (2) years from this approval and commits to the preservation of the Grant Chapel Church building. Motion carried with a 6-1 vote. Mrs. Whiting voted against the motion.

Summary:

The 216, 226 and 234 W. Lyman Avenue properties consist of the small single family frame house at the New York Avenue corner, the adjacent vacant lot to the west and the next adjacent former Western Union property. The 216 and 226 W. Lyman properties are designated single family (R-1A). The 234 W. Lyman Avenue property historically was where the Winter Park Taxi Company and Western Union office operated from. Due to the quasi-public service business nature of those operations, the City established Institutional future land use in the comprehensive plan and Public, Quasi, Public (PQP) zoning in 1976.

The proposal for these three properties collectively is to redevelop the entire site by moving the historic Grant Chapel church building from its current location at 301 W. New England Avenue to this new location. The Grant Chapel building was constructed in 1935 and was one of the historic churches in the Hannibal Square neighborhood. The congregation was no longer viable **in the late 1990's and in 2002 it was sold to the** applicant. In recent years, the building has been used by the Winter Park photos and wedding chapel business. The proposed office (O-2) zoning would allow that wedding photography business and in the future also allow for the building to be used as office space. The site plan shows the Grant Chapel building, its associated parking and the corner plaza for outdoor wedding photos.

The alternative as New England Avenue redevelops to much higher density is for Grant Chapel to be demolished to make way for that redevelopment. The historic preservation **term for this is "adaptive reuse". Preserving and saving a historic building for an alternate** economically viable use.

One other condition is that one of the properties being acquired at 234 W. Lyman has three parking spaces that are committed as off-site parking for the Prince-Bush building at 227 W. New England Avenue. In order to make this happen (since there is not space for that parking plus the parking needed for the Grant Chapel tenant) is to waive the requirement for those three spaces. As a practical reality they have never used them.

Staff Appraisal:

The staff supported the request. In terms of location and context these properties are on the edge of the downtown and next to the SunRail R/O/W and City Electric utility yard. In this transitional location, single family residential zoning is not the most appropriate development use in this location. The requested rezoning is compatible with **this "edge"** transitional location.

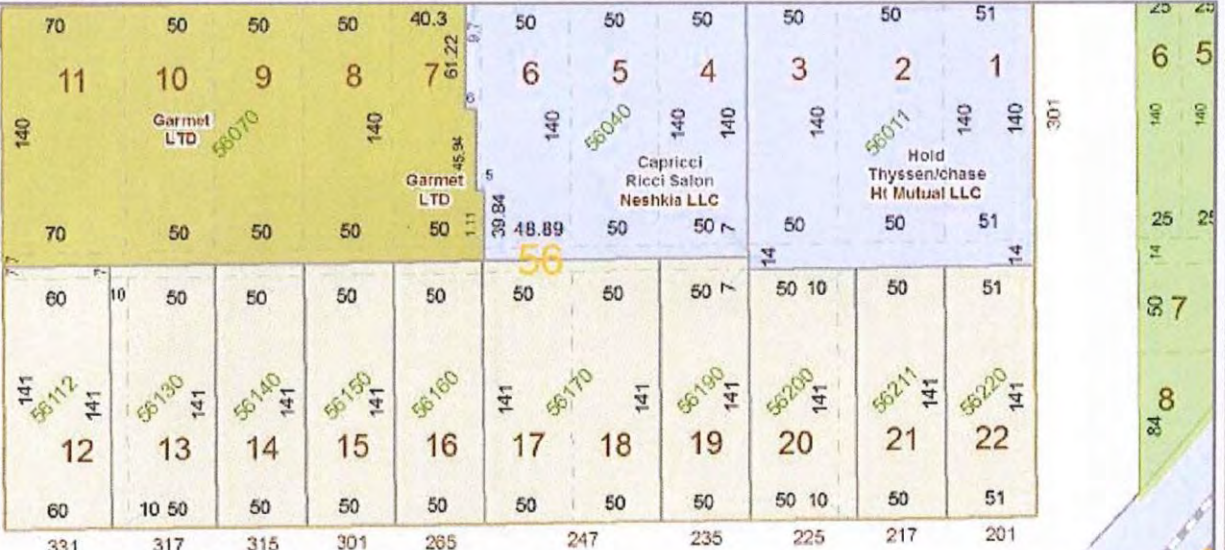
OCPA Web Map



15m
50ft

- Major Roads
- Road Under Construction
- Proposed Road
- Brick Road
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial/Institutional
- Governmental/Institutional/Misc
- Commercial/Industrial/Vacant Land
- Agricultural Cudlage
- Hydro
- Waste Land
- Parks
- Lakes and River
- Building
- Fire Station
- Hospital
- Block Number
- Lot Number
- Parcel Number
- Parcel Address
- Parcel Dimensions

S VIRGINIA AVE



OCPA Web Map



15m
60ft

Major Roads
Road Under Construction
Proposed Road
Brick Road

Block Line
Lot Line
Residential
Agriculture

Commercial/Institutional
Governmental/Institutional/Misc
Commercial/Industrial/Vacant Land
Agricultural/Curtilage

Hydro
Waste Land
Parks
Lakes and River

Building
Fire Station
Hospital
Block Number

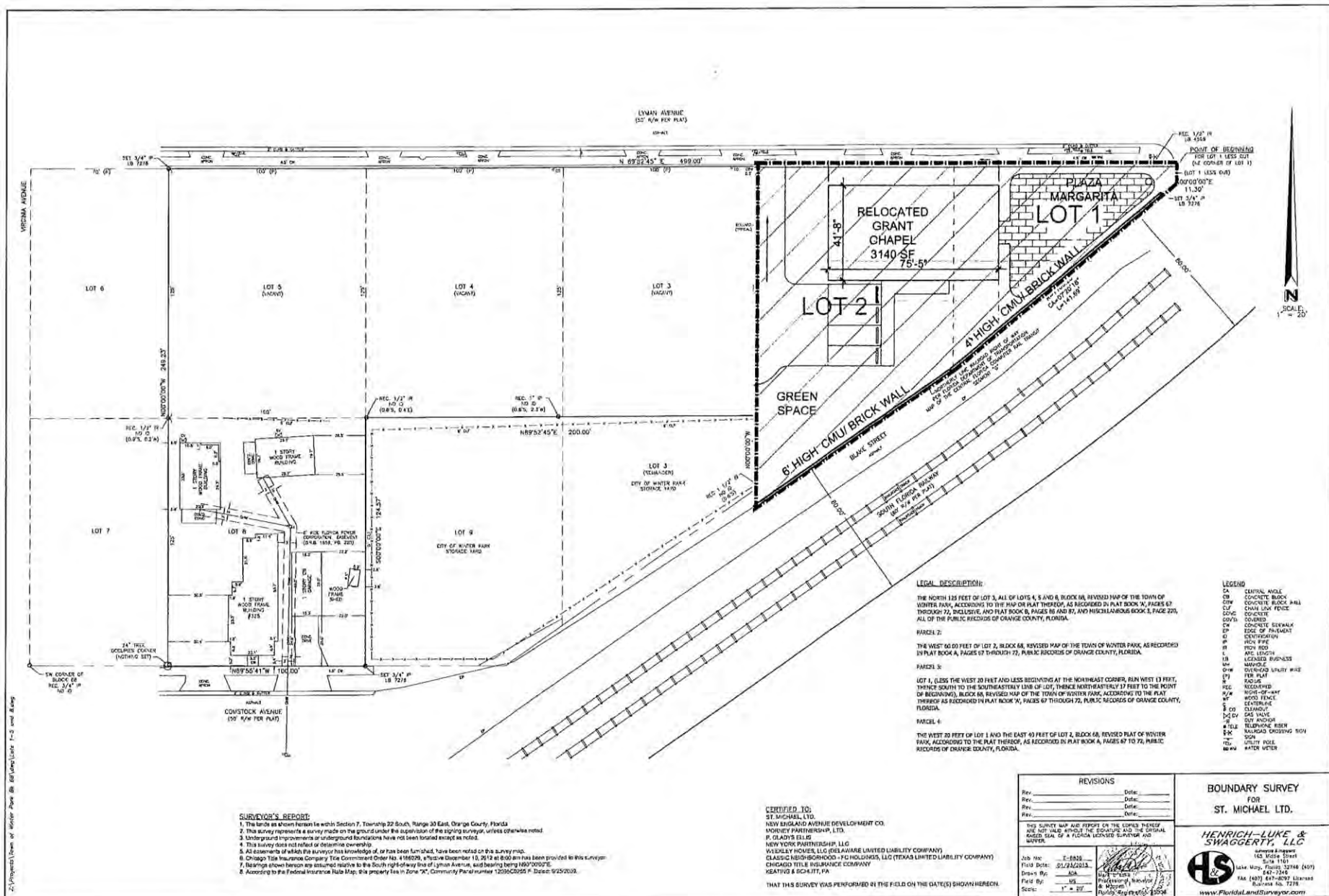
6
06060
3106
111.9

Lot Number
Parcel Number
Parcel Address
Parcel Dimensions



Copyright 2012, Orange County Property Appraiser. Created: 1/29/2013

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



Parcel Photos - 301 W New England Ave



302205940040170 05/19/2006

Grant Chapel Church

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 AND INSTITUTIONAL TO OFFICE FUTURE LAND USE ON THE PROPERTIES AT 216, 226 AND 234 WEST LYMAN 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 February 5, 2013, 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 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 and institutional to office on the properties at 216, 226 and 234 W. Lyman Avenue, subject to the implementation of a development agreement for the preservation of the Grant Chapel church building and said property being more particularly described as follows:

Lots 1 & 2, Block 68, Revised Map of the Town of Winter Park as recorded in Plat Book

“A”, Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID's # 05-22-30-9400-68-011; 05-22-30-9400-68-012 and 05-22-30-9400-68-021

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

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

SECTION 4. Effective Date. This Ordinance may not become effective until 31 days after adoption and additionally Section 1 of this Ordinance will not become effective unless title to the Property becomes vested in Westside Partners, Ltd. or its assignee. If challenged within 30 days after adoption, this Ordinance may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 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 AND PUBLIC, QUASI-PUBLIC (PQP)
DISTRICT TO OFFICE (O-2) DISTRICT ON THE PROPERTIES
AT 216, 226 AND 234 WEST LYMAN 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 February 5, 2013 meeting; and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map are hereby amended so as to change the existing zoning designation of single family (R-1A) district and public, quasi-public (PQP) district to office (O-2) district zoning on the properties at 216, 226 and 234 W. Lyman Avenue, subject to the implementation of a development agreement for the preservation of the Grant Chapel church building and said property being more particularly described as follows:

Lots 1 & 2, Block 68, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID's # 05-22-30-9400-68-011; 05-22-30-9400-68-012 and 05-22-30-9400-68-021

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 _____. If Ordinance _____ or if either Section of that Ordinance does not become effective, then that Section or this Ordinance shall be null and void.

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

Mayor

Attest:

City Clerk

Prepared by: Jeff Briggs
City of Winter Park, Florida
401 Park Avenue South
Winter Park, Florida 32789

Return to: Cindy Bonham, City Clerk
City of Winter Park, Florida
401 Park Avenue South
Winter Park, Florida 32789

GRANT CHAPEL AGREEMENT

THIS GRANT CHAPEL AGREEMENT (“Agreement”) is made this __ day of _____, 2013, between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipality (“City”), whose address is City Hall, 401 Park Avenue South, Winter Park, Florida 32789, and **Morney Partnership, Ltd**, A Florida Limited Partnership, (“Owner”) whose address is Post Office Box 350, Winter Park, Florida 32790:

RECITALS

WHEREAS, the City and Owner desire to preserve the historic Grant Chapel building in order to preserve the history and heritage of the Hannibal Square community and to provide for a useful and adaptive reuse of that historic structure, by relocating the Grant Chapel church building from 301 West New England Avenue to 216, 224 and 234 W. Lyman Avenue, referred to as the “Property”, more particularly described as:

Lots 1 & 2, Block 68, Revised Map of the Town of Winter Park as recorded in Plat Book “A”, Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID’s # 05-22-30-9400-68-011; 05-22-30-9400-68-012 and 05-22-30-9400-68-021

WHEREAS, the City has agreed to process a rezoning for the Property at 216, 224 and 234 W. Lyman Avenue to Office (O-2) so that, should the rezoning be approved, the Grant Chapel church building may be relocated to that site and be used by Owner for economic return in accordance with the zoning regulations, and

WHEREAS, the Owner has made a commitment to relocate the Grant Chapel church building within two (2) years of the date of the approval of the rezoning, if approved, and has further committed to the preservation of the Grant Chapel church structure, and

WHEREAS, the property located at 227 West New England Avenue bearing Orange County Parcel ID # 05-22-30-9400-40-321 and described as TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 BEG 54.8 FT W OF SE COR OF BLK 40 RUN N 42 FT W 5 FT N 33 FT W 75.2 FT S 75 FT E 80.2 FT TO POB IN SEC SEE 3566/27 (the “227 Property”), has the benefit of a variance previously granted by the City whereby additional parking spaces required by the City to accommodate the addition of 650 square feet of office space by enclosure of porch space (the “Off-site Parking”) were permitted to be located more than 300 feet away from the 227 Property,

WHEREAS, the City has agreed to release the 227 Property from the requirement to maintain three (3) off-site parking spaces on the property at 234 W. Lyman Avenue in order to allow the 227 Property to maintain its current totals of enclosed, patio, porch and other square footage without the need for any off-site parking.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The City agrees to process the rezoning requested for the adaptive reuse of the Grant Chapel building. The City agrees to release the 227 Property from the requirement to maintain three (3) off-site parking spaces on the property at 234 W. Lyman Avenue for the 227 Property as set forth below.
2. The Owner agrees to undertake within two (2) years of the date of this Agreement, to relocate and move the Grant Chapel building structure to the Property. Should the relocation not occur within the two (2) years, then the Owner agrees to apply and consent to a rezoning of the Property back to the zoning designations in place prior to this Agreement.
3. Owner voluntarily agrees that upon completion of the move, the Property and Grant Chapel church building shall be listed as a historic landmark property, and governed by Chapter 58,

Land Development Code and the Winter Park Historic Preservation Commission. As such, the Owner will not demolish or alter the Grant Chapel church building structure in architectural style and integrity without the consent of the City.

4. Owner furthermore voluntarily agrees that if the Grant Chapel church building is ever destroyed or damaged beyond repair due to fire, tornado or any other Acts of God, then Owner agrees and commits that no replacement building shall be any larger in size and square footage than the existing Grant Chapel church building and further that no replacement building shall be more than one story in height.
5. The City agrees to release the 227 Property from the requirement to maintain three (3) off-site parking spaces on the property at 234 W. Lyman Avenue for the 227 Property based on the current enclosed square footage of the 227 Property.
6. **BINDING EFFECT:** This Agreement shall be binding upon Owner and its successors and assigns in interest and all other parties acquiring any interest in the Property, and shall inure to the benefit of the City, and shall run with the land.
7. **AUTHORITY:** Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed, as the case may be, and that upon execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.
8. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
9. **SEVERABILITY:** If any provisions of this Agreement are found to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect.
10. **RECITATIONS:** The Recitals are hereby incorporated as if fully set forth herein.
11. **THIRD PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than the City and Owner and has no third-party beneficiaries.
12. **NOTICES:** Any notices required or permitted to be made or given to either party pursuant to this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written notification of receipt; or (iii) by email or facsimile transmission upon acknowledgment of receipt of electronic transmission.
13. **SPECIFIC PERFORMANCE:** The parties hereto shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of
the date and year first above written.

OWNER:

Morney Partnership, Ltd., a Limited
Partnership
Post Office Box 350
Winter Park, Florida 32790
Attn: Daniel B. Bellows
Vice President
Telephone: _____
Fax: _____

CITY:

City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
Attn: City Manager
Telephone: 407-599-3277
Fax: _407-599-3436 _____

With a Copy to:

Usher L. Brown, Esquire
Brown, Garganese, Weiss & D'Agresta
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
Telephone: 407-425-9566
Fax: 407-425-9596

Signed, sealed and delivered
in the presence of :

CITY OF WINTER PARK, FLORIDA
A municipal corporation

Signature _____

Print Name

Signature

Print Name

By: _____

It's Mayor _____

Date Executed: _____

Morney Partnership, Ltd, a Florida Limited Partnership

_____	partner	_____
Signature		Morney GP Corporation, its general
_____		Daniel B. Bellows, Vice President
Print Name		_____
		Date Executed: _____

Signature

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this _____ day of _____ 2013, by Daniel B. Bellows as Vice President of Morney GP Corporation, who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this _____ day of _____ 2013, by Kenneth Bradley as Mayor of the City of Winter Park, Florida, a municipal corporation, who is personally known to me or has produced _____ (type of identification) as identification and he acknowledged that he executed the above document for the City.

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of
Notary Public

REQUEST OF THE SYDGAN CORP. TO AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE MAP SO AS TO CHANGE THE EXISTING FUTURE LAND USE DESIGNATIONS OF SINGLE FAMILY RESIDENTIAL AND INSTITUTIONAL TO OFFICE FUTURE LAND USE ON THE PROPERTIES AT 216, 226 AND 234 W. LYMAN AVENUE AND TO MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE ON THE PROPERTY AT 250 W. LYMAN AVENUE.

REQUEST OF THE SYDGAN CORP TO: AMEND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING SINGLE FAMILY (R-1A) DISTRICT AND PUBLIC, QUASI-PUBLIC (PQP) ZONING TO OFFICE (O-2) DISTRICT ZONING ON THE PROPERTIES AT 216, 226 AND 234 W. LYMAN AVENUE AND TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE PROPERTY AT 250 W. LYMAN AVENUE.

Planning Director Jeffrey Briggs presented the staff report and explained that the Sydgan Corp. owns and has contingent contracts to purchase property for which they seek Comprehensive Plan future land use map and Zoning map changes to:

1. Change the existing Single Family (R-1A) and Institutional (PQP) designations to Office (O-2) zoning on the properties at 216, 226 and 234 W. Lyman Avenues in order to relocate the Grant Chapel building on this site and use for office purposes; and to
2. Change the existing Single Family (R-1A) designation to Medium Density Residential (R-3) zoning on the property at 250 W. Lyman Avenue in order to build townhomes on the property.

He noted that they are made as one request with two components for which the City may treat each one independently of the other.

Mr. Briggs reviewed the history of the subject properties. He explained that the 216, 226 and 234 W. Lyman Avenue properties consist of the small single-family frame house at the New York Avenue corner, the adjacent vacant lot to the west and the next adjacent former Western Union property. The 216 and 226 West Lyman properties are designated single family (R-1A). The 234 W. Lyman Avenue property historically was where the Winter Park Taxi Company and Western Union office operated from. Due to the quasi-public service business nature of those operations, the City established Institutional future land use in the comprehensive plan and Public, Quasi, Public (PQP) zoning back in 1976. He said that the proposal for these three properties collectively is to redevelop the entire site by moving the historic Grant Chapel church building from its current location at 301 West New England Avenue to this new location.

The Grant Chapel building was constructed in 1935 and was one of the historic churches in the Hannibal Square neighborhood. The congregation was no longer viable in the late 1990's and in 2002 it was sold to the applicant. In recent years, the building has been used by the Winter Park photos and wedding chapel business. They would plan to continue those business activities in the new location. The proposed office (O-2) zoning would allow that business and in the future for use as office space. The site plan shows the Grant Chapel building, its associated parking and the corner plaza for outdoor wedding photos. The alternative as New England Avenue redevelops to much higher density is for Grant Chapel to be demolished to make way for that redevelopment. The historic preservation term for this is "adaptive reuse". Preserving and saving a historic building for an alternate economically viable use. He reviewed the comprehensive plan issues.

One other small complication is that one of the properties being acquired at 234 W. Lyman has three parking spaces that are committed as off-site parking for the Prince-Bush building at 227 N. New York Avenue. In order to make this happen (since there is not space for that parking plus the parking needed for the Grant Chapel tenant is to waive the requirement for those three spaces. As a practical reality they have never used them.

In summary, given this context and location on the corner of New York and Lyman Avenue, across from the Farmers Market and City Hall facilities, it seems to the staff that the goal of Historic Preservation for the Grant Chapel building outweighs any negative precedent. However, the action to rezone needs to be conditioned upon a Development Agreement which binds the applicant to move the Grant Chapel building

within a reasonable time period, such as two years or the action to rezone shall be null and void and that the applicant must commit to preserve the Grant Chapel building by adding it to the City's Historic Preservation program. Mr. Briggs indicated that the applicant was in agreement to these conditions.

Mr. Briggs said that the 250 West Lyman Avenue property is approximately 52,035 sq. ft. in size with 300 feet of frontage on W. Lyman Avenue and then a rear portion with 100 feet of frontage on Comstock Avenue. It is now designated single family (R-1A) and the applicant is requesting the city's multi-family residential (R-3) designation. Under the current city zoning, 8 single family homes could be built on this property. Under the proposed R-3 designation, up to 20 multi-family units could be developed.

The future development plans of the applicant are not firm at this time because the property is under contract for sale to David Weekly Homes. David Weekly does not have development plan finalized at this time. However, one of the requirements for a rezoning submission is to *"include prospective plans indicating the desired development scenario proposed as a result of an approval"*. So in keeping with that code requirement, the applicant as the seller, has presented a site plan representative of how 16 new townhomes could be built on this site if rezoned. However, the City is not approving this plan or any variances at this time. The application is only for Comp. Plan FLU and Rezoning to R-3.

The staff supports this request. The request for the change to R-3 zoning is appropriate given the location and context of this "edge" transitional setting. If the City desires to preserve the residential character of the Hannibal Square neighborhood, then getting new residential townhouse development on this large vacant property will work to insure the residential transitional edge is fixed. As long as this large site sits vacant, it is a candidate for some to see it with office or commercial development potential.

Staff recommendation is for Approval of the change to Office (O-2) on the properties at 216, 226 and 234 W. Lyman Avenue with the condition that a Development Agreement commits the owner to the relocation of the Grant Chapel church building to this site within two (2) years from this approval; and approval of the change to Multi-Family Residential (R-3) on the property at 250 W. Lyman Avenue.

Dan Bellows, the applicant, 558 West New England Avenue, addressed the Board regarding the request. He discussed the history of the property and provided the Board members with details of the proposed redevelopment. He said that he feels that what is proposed is a good transition for this property that is so close to New York Avenue, the SunRail tracks, Farmers Market and City Hall. He responded to Board member questions and concerns.

Patrick Olson, represented the owners of 234 West Lyman, expressed support of the request. However, the owners do not wish the rezoning to be effective unless Mr. Bellows closes on the property.

Martha Hall, 331 West Lyman Avenue, was opposed. She expressed concern that a more detailed plan has not been submitted by the buyer for the townhouses and also that there is not enough parking for 16 townhouses. She encouraged the Board to maintain the single-family residential character of Lyman Avenue, and also to adhere to the applicant being required to submit more detailed plans.

Lurline Fletcher, 790 Lyman Avenue, agreed with the comments made by Mrs. Hall.

Forrest Michael, 358 West Comstock Avenue, addressed the Board. He suggested that there be a more interactive forum with the neighborhood to address the properties in more detail. He agreed with the comments made by Mrs. Hall and Ms. Fletcher. He said that he has met with the applicant to discuss some preliminary concerns. He said that he feels that there are many unanswered questions. He discussed his concerns with regard to the City electric utility PQP zoned property, which the City may soon declare surplus. He presented his plans for the redevelopment of the electric utility property and the possibility for a new street connection.

Mr. Briggs explained that the City Commission has a work session planned for February 25th to explore options for city properties. Amongst those to be discussed is the City's electric utility yard along the railroad and whether to sell that land.

Mr. Bellows reiterated that he has a contracts pending on two of the subject properties at 226 and 234 W. Lyman and that he has worked very hard to secure the properties necessary to make this redevelopment happen. He requested that the Board move forward with this request because the contracts could not be extended.

No one else wished to speak concerning this issue. Public Hearing closed.

The Board members discussed the request and were in general agreement with the requests. The Board discussed the City electric yard and whether it would be best to delay this recommendation for one month while the City Commission determines the fate of that property. Mrs. Whiting expressed that the Board should wait so that there would be some reaction from the City Commission as to the plans presented by Forest Michael. Mr. Johnston indicated that he felt inclined to vote on the request that was before them tonight as the City Commission process may take many months for a decision. The Board indicated that they were only voting on the zoning issue and were not approving any of the site plans or building plans presented to them.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the comprehensive plan future land use map amendment to Office and the rezoning to (O-2) on the properties at 216, 226 and 234 W. Lyman Avenue with the condition that a Development Agreement commits the owner to the relocation of the Grant Chapel church building to this site within two (2) years from this approval and commits to the preservation of the Grant Chapel Church building.

Motion carried with a 6-1 vote. Mrs. Whiting voted against the motion.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the Comprehensive Plan future land use map amendment to multi-family and the rezoning to (R-3) on the property at 250 West Lyman Avenue.

Motion carried with a 6-1 vote. Mrs. Whiting voted against the motion.

NEW BUSINESS:

There were no items of new business.

There was no further business. Meeting adjourned at 10:30 p.m.

Respectfully submitted,

Lisa M. Smith,
Recording Secretary



city commission public hearing

item type	Public Hearing	meeting date	April 8, 2013
prepared by department division	Dori Stone Economic Development/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	EDAB	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

subject

Ravaudage Community Development District

motion | recommendation

Approve the petition by Benjamin Partners, Ltd., for the Ravaudage Community Development District, subject to the boundaries outlined in the petition(2nd reading)

summary

Benjamin Partners, Ltd., a Florida limited partnership has petitioned the Winter Park City Commission for approval of Community Development District (CDD), pursuant to the "Uniform Community Development District Act of 1980", Chapter 190, Florida Statutes. This petition is a request for the City Commission to adopt an ordinance establishing a CDD on the property outlined in the petition.

The Ravaudage project, highlighted in the petition encompasses about 46 acres of land on the northwest corner of Lee Road and U.S. 17-92. The project was approved by Orange County Commission as a Planned Development mixed use development. The entitlements include:

- 489 Residential units
- 323,100 square feet of retail
- 891,000 square feet of office
- 320 room hotel

Staff's analysis shows that the anticipated taxable value of this project at buildout is estimated at \$197 million. For the CDD analysis, the developer anticipates a three year buildout.

This project was annexed into the city in November, 2012 and the City Commission accepted the entitlements approved by Orange County Board of County Commissioners with the annexation. Recently, the first restaurant opened on the property as well as the first phase of the infrastructure improvements which include the fountain and pavilion features.

The City Commission held a workshop on March 18, 2013 and reviewed the CDD petition. The City Commission approved the CDD application at first reading on March 25, 2013 with three modifications. These include removal of any reference to an interlocal agreement or revenue sharing in the petition, removal of the special powers allowing for garbage collection and disposal and updating the public/private land use map found in Exhibit 7A of the petition. The revised petition is attached.

Community Development District – Background

As defined by Chapter 190.003(6), a CDD is defined as:

“a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services; and the formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.”

Districts are run by a five member Board of Supervisors. These individuals will serve as the governing board of the District. The Board will transition over time to residents and property owners once the development takes place.

CDDs have a number of powers as special districts under their authority. These are defined by Chapter 190, Florida Statutes, but include the right to borrow money, raise money through user fees or special assessments or buy, lease or take lands within the district boundaries. The City Commission did restrict the powers of the special district at the first reading to not include garbage service.

Ravaudage CDD Application

The petitioner requests the creation of a CDD for several purposes. These include:

- Providing a governmental entity responsible for delivering public services and facilities in a manner that does not financially impact the residents and businesses outside the District;
- The landowners within the District will bear the cost of finding the public improvements necessary to develop the land within the district;
- The Act authorizes a CDD to acquire infrastructure improvements previously constructed by the Petitioner or other parties and allows the CDD to construct these improvements; provides for the timing of funds to be available and compatible with the timing of the construction and acquisition of infrastructure improvements that directly benefit the development of the project;
- Establishes a CDD in conjunction with a comprehensively planned community allowing for the more efficient use of resources as well as providing directly for new growth to pay for itself; and
- Creates a perpetual entity capable of making reasonable provisions for the operation and maintenance of many of the district services and facilities.

It is anticipated that, if created, this CDD would have all the rights outlined in Chapter 190, Florida Statutes. These rights are restricted to the district boundaries.

The Ravaudage CDD creates a governmental entity with the rights and responsibility to develop property within the District boundaries in a manner that encourages the redevelopment of a blighted area, assumes all liability for debt and has the potential to provide a positive and significant impact on a gateway into Winter Park.

Financial Impacts

The financing for the District is based on the assumption that a separate interlocal agreement between the city and the District addressing the generation, allocation and payment of economic incentive payments (EIP) from the city to the District will be approved. The interlocal agreement contemplates the contribution of property tax revenue, electric franchise fees and taxes, water taxes and stormwater fees. Fees generated from these revenue sources would be directly applied to debt service payments on infrastructure within the project.

At the City Commission meeting on March 25th, the Commissioners discussed the interlocal agreement as a non-action item and have directed staff to rewrite the agreement and bring it to the Commission at a future date. Staff is still drafting a preliminary concept for an interlocal agreement to address the

installation and timing of city-owned infrastructure.

Examining the CDD petition alone, staff believes that the application meets the requirements of Chapter 190, Florida Statutes and does not put the city in any financial risk through an approval of a CDD. Staff recommendation is for approval of the CDD with no additional conditions. **The applicant's counsel has** submitted a revised application that removed language concerning the interlocal agreement.

board comments

The Economic Development Advisory Board reviewed the CDD application at their meeting on March 19, 2013. Much of the discussion at the Board focused on the bonding capabilities of the project, the amount of necessary infrastructure and the desire to see redevelopment occur in this area. Based on their review of the petition, EDAB unanimously recommended approval of the CDD petition.

RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

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ESTABLISHMENT OF THE RAVAUDAGE COMMUNITY
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UPDATED MARCH 28, 2013
2. PRE-FILED TESTIMONY
3. PROPOSED ORDINANCE GRANTING PETITION
FOR THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT
UPDATED MARCH 28, 2013

PETITION BY

BENJAMIN PARTNERS, LTD.

FOR THE
ESTABLISHMENT OF THE

**RAVAUDAGE
COMMUNITY DEVELOPMENT DISTRICT**

IN

THE CITY OF WINTER PARK, FLORIDA

SUBMITTED FEBRUARY 25, 2013
UPDATED MARCH 28, 2013

RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

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BEFORE THE CITY COMMISSION
OF THE CITY OF WINTER PARK, FLORIDA

IN RE: AN ORDINANCE TO ESTABLISH)
 THE RAVAUDAGE COMMUNITY)
 DEVELOPMENT DISTRICT)

PETITION

Benjamin Partners, Ltd., a Florida limited partnership (the "Petitioner"), hereby petitions the City Commission of the City of Winter Park, Florida pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act") to adopt an ordinance establishing the Ravaudage Community Development District (the "District") on the property described herein. In support of the Petition, Petitioner states:

1. The lands within the proposed District (as described below) was annexed into the City of Winter Park, Florida (the "City") on November 12, 2012 pursuant to that certain Annexation Agreement dated April 9, 2012 between the City, Benjamin Partners, Ltd., Greenhouse Partnership, Ltd. and Garmet, Ltd., and recorded in Book 10363, Page 1260 of the Official Records of Orange County, Florida (the "Annexation Agreement"). Exhibit 1A attached hereto depicts the general location of the property that will comprise the proposed District, and said property includes approximately 45.8 +/- acres of land. The real property within the boundaries of the proposed District is generally located West of Orlando Avenue (S.R. 17-92), East of Bennett Avenue, North of Lee Road (S.R. 436), and South of the City of Maitland boundary line. The metes and bounds description of the external boundaries of the District, as well as a sketch of the external boundaries, is set forth in Exhibit 1B.

2. There are several parcels of real property within the external boundaries of the proposed District that are to be excluded from the District (the "Excluded Parcels"), and such excluded parcels are both described and depicted within Exhibit 1B. The last known addresses of all the owners of such Excluded Parcels are identified on Exhibit 2.

The proposed District is not expected to impact the Excluded Parcels in any significant way, as such parcels will still be eligible for independent development; however, these parcels, by virtue of their exclusion from the boundaries of the proposed District, may not be developed as a part of the integrated community within the District, and may not receive the benefits of one or more cooperative operation and maintenance projects undertaken by the proposed District.

3. Attached to this Petition as Exhibit 3, and made a part hereof, are the executed written consents to the establishment of the District by the owners of 100% of the real property to be included in the District. The City, by virtue of the annexation of the property comprising the District, including the existing rights-of-way therein, and by virtue of their approval of this Petition, have expressed or will express its consent to the inclusion of the rights-of-way within the boundaries of the District. Certain portions of these rights-of-way will be vacated in accordance with the terms of the Annexation Agreement.

4. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as set forth below. Each individual is both a citizen of the United States and a resident of the state of Florida with an address as listed in Exhibit 4 attached hereto.

Daniel B. Bellows

Robert P. Saltsman

Patrick J. Knight

Javier Omana

Glen S. Jaffee

5. The proposed name of the District to be established is Ravaudage Community Development District.

6. A location map of the proposed District showing current major trunk water mains and sewer interceptors and outfalls is attached hereto as Exhibit 5.

7. Based on available data and the current assumptions of the Petitioner, the proposed timetable for the construction of District improvements is shown in Exhibit 6A. The estimated cost of constructing the proposed public improvements is shown in Exhibit 6B. The information presented in both exhibits are good faith estimates and are not binding on the Petitioner or the District and are subject to change.

8. The future general distribution, location and extent of public and private land uses within the District are shown on Exhibit 7A attached hereto, and such uses are consistent with the planned development land use category. The proposed uses are also consistent with the future land use plan element of the Orange County (the "County") Comprehensive Plan, which was adopted by the City of Winter Park as to the lands within the boundaries of the proposed District by virtue of the November 12, 2012 annexation of these lands. The portion of the Orange County future land use map applicable to the subject property is shown as Exhibit 7B. The land within the proposed District is anticipated to be developed with 489 residential units, 320 hotel rooms, approximately 323,000 square feet of retail uses, and approximately 891,000 square feet of office uses. The Petitioner currently intends for the District to finance (i) water distribution and wastewater collection and transmission utilities, (ii) surface water management, (iii) public roads, (iv) lighting, (v) landscaping, (vi) public parking and (vii) parks and other recreational facilities (collectively, the "Public Infrastructure"). Upon the District's completion of the water distribution and wastewater collection and transmission facilities, roads and surface water management facilities, it is anticipated the District will dedicate such facilities to the City of Winter Park, Florida.

9. Exhibit 8 is a Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, Florida Statutes.

10. Exhibit 9 attaches a proposed form of ordinance establishing the Ravaudage Community Development District.

11. Petitioner hereby requests that the proposed District be granted the right to exercise all powers provided for in Sections 190.011 and 190.012(1), Florida Statutes, as well as the additional powers listed in Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.

12. The Petitioner is Benjamin Partners, Ltd., a Florida limited partnership, with its principal place of business at 558 W. New England Avenue, Winter Park, Florida 32789. The Petitioner, together with the other consenting owners identified in Exhibit 3 hereto, are the owners of 100% of the real property to be included in the proposed District. The Petitioner and/or its affiliates or assigns will develop the lands within the District and may construct the Public Infrastructure, which would thereafter be acquired by the District. Alternatively, the District may construct the Public Infrastructure. It is contemplated that the private vertical improvements on the developed lots will be constructed by the Petitioner, its affiliates and possibly other builders. Copies of all correspondence and official notices should also be sent to: George Flint, c/o Governmental Management Services – Central Florida, LLC; 13574 Village Park Drive, Suite 265, Orlando, Florida 32837; Phone (407) 841-5524; e-mail: gflint@govmgtsvc.com, and to Jan Albanese Carpenter, Esq., Latham, Shuker, Eden & Beaudine, LLP, 111 N. Magnolia Avenue, Suite 1400, Orlando, Florida 32801; Phone (407) 481-5800; e-mail: jcarpenter@lseblaw.com

13. The property within the proposed District is amenable to operating as an independent special district for the following reasons:

(a) All statements contained within this Petition are true and correct.

(b) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Orange County Comprehensive Plan, as amended, which was adopted by the City of Winter Park as to the lands within the boundaries of the proposed District by virtue of the November 12, 2012 annexation of these lands, and is not inconsistent with any applicable element or portion of the state comprehensive plan.

(c) The land within the boundaries of the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

(d) The proposed District is the best alternative available for delivering community development services to the area to be served by the District because (i) the District provides a governmental entity responsible for delivering public services and facilities in a manner that does not financially impact persons or entities residing outside the District, (ii) the landowners within the District, and not other local governments, will bear the cost of funding the public improvements necessary to develop the lands within the District, (iii) the Act authorizes a community development district to acquire infrastructure improvements previously constructed by the Petitioner or other parties, and allows for a community development district to, in the first instance, construct such infrastructure improvements, (iv) the timing for the establishment of the proposed District and the issuance of special assessment bonds to fund such improvements is compatible with the timing for the construction and acquisition of such infrastructure improvements, which results in direct benefit to the landowners and their assigns within the District, (v) establishment of a community development district in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources as well as providing the opportunity for new growth to pay for itself, and (vi) establishment of the District will provide a perpetual entity capable of making

reasonable provisions for the operation and maintenance of many of the District services and facilities.

(e) The community development services of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.

(f) The area and lands to be served by the District is readily amenable to being served by a separate special district government.

14. The District, or the Petitioner on behalf of the District, will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009 and Section 190.048, Florida Statutes, as amended.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Winter Park, Florida to:

Hold a public hearing as required by Section 190.005(2)(b), Florida Statutes to consider the establishment of the Ravaudage Community Development District; and

Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Ravaudage Community Development District.

**SIGNATURE PAGE TO PETITION TO ESTABLISH
THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

Respectfully submitted this 22nd day of February, 2013.

PETITIONER

Benjamin Partners, Ltd.,
a Florida limited partnership

By: Bennett Ave. Company, Inc.,
a Florida corporation and the sole
general partner of Benjamin Partners, Ltd.

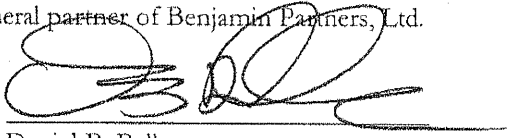
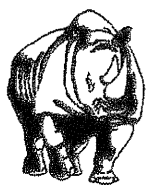
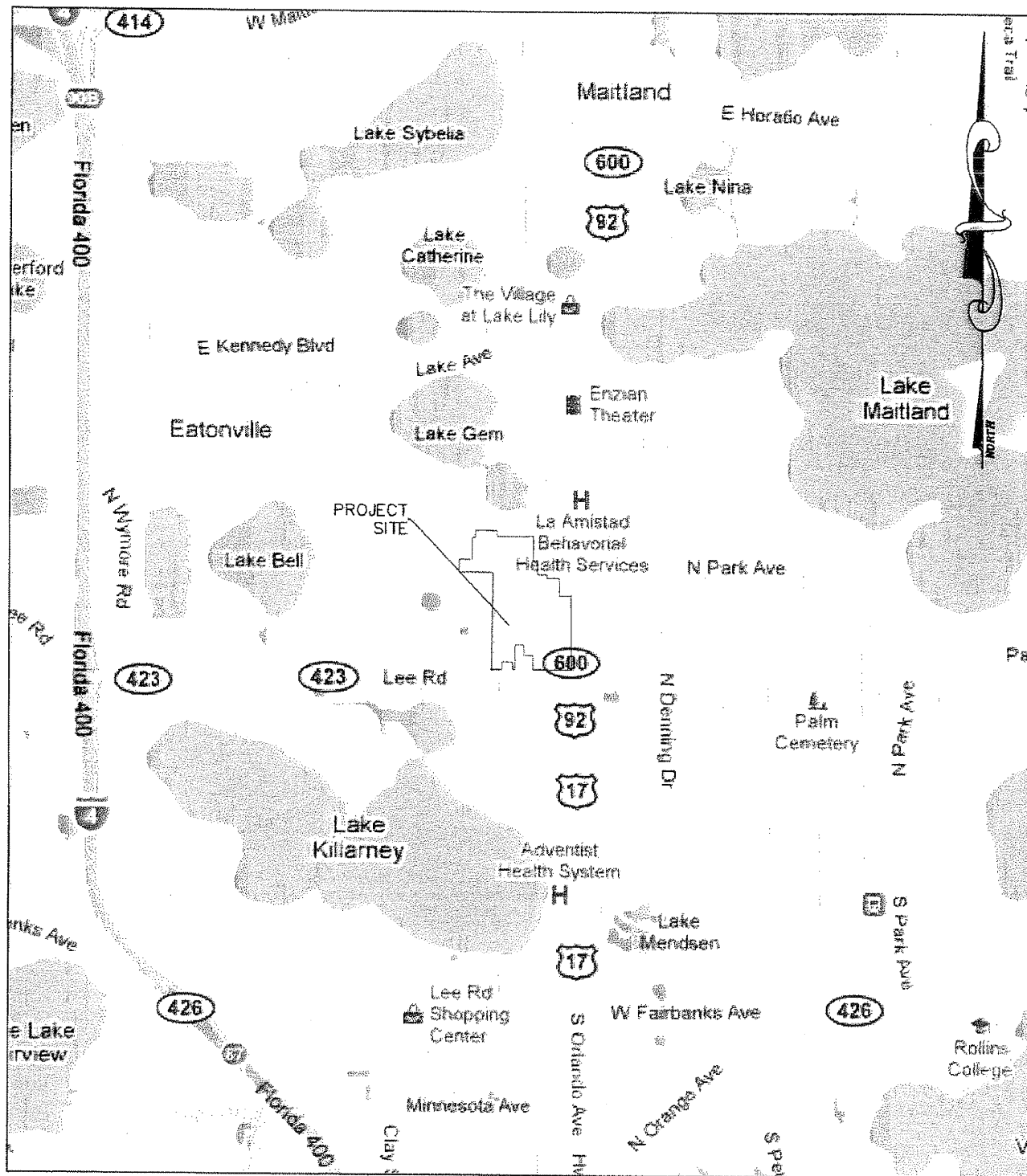
By: 
Daniel B. Bellows
President

EXHIBIT 1A

GENERAL LOCATION MAP



MADDEN
& HUNT, INC.
CIVIL ENGINEERS

431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	11009
SEC. 1, TWP. 22S, RANGE 29E	
DRAWN BY:	DAS
APPROVED BY:	CHM
DATE:	08/12/11
SCALE:	1" = 2000'

RAVAUDAGE
 LOCATION MAP

EXHIBIT 1B

**LEGAL DESCRIPTION AND SKETCH OF DISTRICT BOUNDARIES
(includes description of Excluded Parcels)**

[illegible]

EXHIBIT 2

ADDRESSES OF OWNERS OF EXCLUDED PARCELS

**DESCRIPTION OF PROPERTIES EXCLUDED FROM THE RAVAUDAGE
COMMUNITY DEVELOPMENT DISTRICT**

Parcel ID	Owner	Mailing Address
01-22-29-3712-16-131	SLAPPEY, JERALDINE	PO BOX 2901 WINTER PARK, FL 32790
01-22-29-3712-16-051	TORRES, BERNARDINO JR TORRES, ANA MARIE	1308 LOREN AVE WINTER PARK, FL 32789
01-22-29-3712-12-110	PHAM, THU THUY DANG	3017 CALUMET DR ORLANDO, FL 32810
01-22-29-3712-12-120	HESS, KENNETH ROBERT	1251 LEWIS DR WINTER PARK, FL 32789
01-22-29-3712-12-160	FLOYD, LARRY FLOYD, DEBORAH	1211 LEWIS DR WINTER PARK, FL 32789
01-22-29-3712-06-100	FLOYD, LARRY	1211 LEWIS DR WINTER PARK, FL 32789
01-22-29-3712-06-170	NAFFKE, RAYMOND C	PO BOX 654 GENEVA, FL 32732
01-22-29-3712-08-010	JARRICCO PROPERTIES LC	1231 KINDEL AVE WINTER PARK, FL 32789
01-22-29-3712-02-150	BRANNON CONSTRUCTION CO	1006 LEWIS DR STE 1 WINTER PARK, FL 32789
01-22-29-3712-01-010	1792 LEE AH INVESTORS, LLC	5555 S. KIRKMAN RD. SUITE 201 ORLANDO, FL 32819

EXHIBIT 3

**CONSENT OF LANDOWNERS TO
ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

EXHIBIT 3

CONSENT OF LANDOWNERS TO THE ESTABLISHMENT OF THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

The land described in Exhibit 1B to this Petition comprises 100% of the real property proposed to be included within the boundaries of the Ravaudage Community Development District. Such land is depicted graphically in the sketch attached as Exhibit 1B to this Petition and the specific parcels to be included within the boundaries of the proposed Ravaudage Community Development District are as follows:

Property Control Number	Owner / Contract Purchaser
01-22-29-3712-01-050	Benjamin Partners, Ltd.
01-22-29-3712-01-131	Benjamin Partners, Ltd.
01-22-29-3712-02-010	Benjamin Partners, Ltd.
01-22-29-3712-03-080	Benjamin Partners, Ltd.
01-22-29-3712-04-010	Benjamin Partners, Ltd.
01-22-29-3712-05-010	Benjamin Partners, Ltd.
01-22-29-3712-06-010	Benjamin Partners, Ltd.
01-22-29-3712-07-011	Benjamin Partners, Ltd.
01-22-29-3712-08-021	Benjamin Partners, Ltd.
01-22-29-3712-08-031	Benjamin Partners, Ltd.
01-22-29-3712-08-050	Benjamin Partners, Ltd.
01-22-29-3712-08-070	Benjamin Partners, Ltd.
01-22-29-3712-08-080	Benjamin Partners, Ltd.
01-22-29-3712-11-010	Benjamin Partners, Ltd.
01-22-29-3712-11-170	Benjamin Partners, Ltd.
01-22-29-3712-12-010	Benjamin Partners, Ltd.
01-22-29-3712-13-010	Benjamin Partners, Ltd.
01-22-29-3712-15-030	Benjamin Partners, Ltd.
01-22-29-3712-16-010	Benjamin Partners, Ltd.
01-22-29-3712-16-020	Benjamin Partners, Ltd.
01-22-29-3712-16-052	Benjamin Partners, Ltd.
01-22-29-3712-16-121	Benjamin Partners, Ltd.
01-22-29-3712-16-151	Benjamin Partners, Ltd.
01-22-29-3712-16-152	Benjamin Partners, Ltd.
01-22-29-0000-00-094	Benjamin Partners, Ltd.
01-22-29-3712-06-200	Benjamin Partners, Ltd.
01-22-29-3712-16-110	Garmet, Ltd.
01-22-29-3712-07-190	Benjamin Partners, Ltd.
01-22-29-3712-07-200	Benjamin Partners, Ltd.
01-22-29-3712-07-180	Stephen S. Stoll
01-22-29-3712-16-041	Terry E. Humphrey

EXHIBIT

AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE CREATION OF THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF ORANGE

}

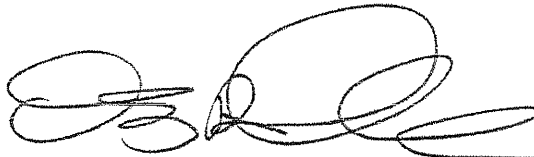
On this 22nd day of February, 2013, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Daniel B. Bellows** who, after being duly sworn, deposes and says:

1. Affiant, **Daniel B. Bellows**, an individual, is the President of Bennett Ave. Company, Inc., a Florida Corporation, the sole general partner of Benjamin Partners, Ltd. a Florida Limited partnership (herein, the "Partnership");
2. The Partnership is the owner of the following described property, located in Orange County, Florida:

Property Control Number	Property Control Number
01-22-29-3712-01-050	01-22-29-3712-08-080
01-22-29-3712-01-131	01-22-29-3712-11-010
01-22-29-3712-02-010	01-22-29-3712-11-170
01-22-29-3712-03-080	01-22-29-3712-12-010
01-22-29-3712-04-010	01-22-29-3712-13-010
01-22-29-3712-05-010	01-22-29-3712-15-030
01-22-29-3712-06-010	01-22-29-3712-16-010
01-22-29-3712-06-200	01-22-29-3712-16-020
01-22-29-3712-07-011	01-22-29-3712-16-052
01-22-29-3712-07-190	01-22-29-3712-16-121
01-22-29-3712-07-200	01-22-29-3712-16-151
01-22-29-3712-08-021	01-22-29-3712-16-152
01-22-29-3712-08-031	01-22-29-0000-00-094
01-22-29-3712-08-050	01-22-29-3712-06-200
01-22-29-3712-08-070	

3. Affiant, **Daniel B. Bellows**, hereby represents that he has full authority to execute all documents and instruments on behalf of the Partnership, relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Ravaudage Community Development District (the "Proposed CDD").
4. The Property described above represents a portion of the real property to be included in the Proposed CDD.
5. Affiant, **Daniel B. Bellows** on behalf of the Partnership, as the sole owner of the Property in the capacity described above, hereby consents to the establishment of the Proposed CDD.

FURTHER, AFFLIANT SAYETH NOT.



Bennett Ave. Company, Inc.
sole general partner of Benjamin Partners, Ltd.
Daniel B. Bellows, President

Subscribed and sworn to before me this 22nd day of February 2013, by Daniel B. Bellows, the President of Bennett Ave. Company, Inc., the sole general partner of Benjamin Partners, Ltd., a Florida Limited Partnership, who personally appeared before me, produced driver's license or is personally known to me.

[NOTARIAL SEAL]




Notary: 
Print Name: Jessica L. Robertson
Notary Public, State of Florida
My Commission Expires: 1-23-16

EXHIBIT 3B

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF ORANGE)

On this 2nd day of October 2012, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Robert P. Saltsman**, who, after being duly sworn, deposes and says:

1. Affiant, **Robert P. Saltsman**, an individual, is the President of Welbourne Ave. Corp., a Florida Corporation, the sole general partner of Garmet Ltd., a Florida Limited Partnership (herein, the "Partnership");
2. The Partnership is the owner of the following described property, located in Orange County, Florida: Property Control Number 01-22-29-3712-16-110
3. Affiant, **Robert P. Saltsman**, hereby represents that he has full authority to execute all documents and instruments on behalf of the Partnership, relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Ravaudage Community Development District (the "Proposed CDD").
4. The Property described above represents a portion of the real property to be included in the Proposed CDD.
5. Affiant, **Robert P. Saltsman**, on behalf of the Partnership, as the sole owner of the Property in the capacity described above, hereby consents to the establishment of the Proposed CDD.

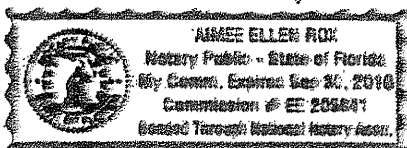
FURTHER, AFFIANT SAYETH NOT.

Robert Saltsman

Welbourne Ave. Corp.
sole general partner of Garmet Ltd.
Robert P. Saltsman, President

Subscribed and sworn to before me this 2nd day of October 2012, by **Robert P. Saltsman**, the President of Welbourne Ave. Corp., the sole general partner of Garmet Ltd., a Florida Limited Partnership, who personally appeared before me, produced driver's license or is personally known to me.

[NOTARIAL SEAL]



Notary: *Annee Ellen Fox*
Print Name: Annee Ellen Fox
Notary Public, State of Florida.
My Commission Expires: 09/30/2016

EXHIBIT

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF ORANGE)

On this 1st day of November 2012, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Terry E. Humphrey, individual, who, after being duly sworn, deposes and says:

1. Affiant, Terry E. Humphrey is the owner of the following described property, located in Orange County, Florida: Property Control Numbers 01-22-29-3712-16-041.
2. Affiant, Terry E. Humphrey, hereby represents that he has full authority to execute all documents and instruments relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Ravaudage Community Development District (the "Proposed CDD").
3. The Property described above represents a portion of the real property to be included in the Proposed CDD.
4. Affiant, Terry E. Humphrey, as the sole owners of the Property hereby consent to the establishment of the Proposed CDD.

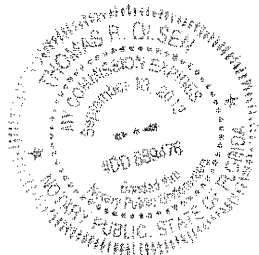
FURTHER, AFFIANTS SAYETH NOT.

Terry E. Humphrey
Terry E. Humphrey

Subscribed and sworn to before me this 1st day of November 2012, by Terry E. Humphrey, an individual, who personally appeared before me, produced driver's license or is personally known to me.

[NOTARIAL SEAL]

Notary: Thomas R. Olsen
Print Name: Thomas R. Olsen
Notary Public, State of Florida
My Commission Expires: _____



EXHIBIT

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF ORANGE)

On this 21st day of December 2012, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Stephen S. Stoll, individual, who, after being duly sworn, deposes and says:

1. Affiant, Stephen S. Stoll is the owner of the following described property, located in Orange County, Florida: Property Control Numbers 01-22-29-3712-07-180.
2. Affiant, Stephen S. Stoll, hereby represents that he has full authority to execute all documents and instruments relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Ravaudage Community Development District (the "Proposed CDD").
3. The Property described above represents a portion of the real property to be included in the Proposed CDD.
4. Affiant, Stephen S. Stoll, as the sole owners of the Property hereby consent to the establishment of the Proposed CDD.


FURTHER, AFFIANTS SAYETH NOT.



Stephen S. Stoll

Subscribed and sworn to before me this 21st day of December, 2012, by Stephen S. Stoll, an individual, who personally appeared before me, produced driver's license or is personally known to me.

[NOTARIAL SEAL]

Notary: 
Print Name: Dinelia I. Cominsky
Notary Public, State of Florida
My Commission Expires: _____



DINELIA I. COMINSKY
MY COMMISSION # DD 850259
EXPIRES: February 18, 2014
Bonded thru Budget Notary Services

EXHIBIT 4

ADDRESSES OF INITIAL BOARD MEMBERS

EXHIBIT 4

<u>Name</u>	<u>Address</u>
a) Daniel B. Bellows	P.O. Box 350 Winter Park, Florida 32790-0350
b) Robert P. Saltsman	PO Box 2146 Winter Park, Florida 32790-2146
c) Patrick J. Knight	1900 E. Adams Drive Maitland, Florida 32751
d) Javier Omana	1027 Stetson Street Orlando, Florida 32804
e) Glen S. Jaffee	391 W. Trotters Drive Maitland, Florida 32751

EXHIBIT 5

**LOCATION MAP WITH CURRENT MAJOR TRUNK WATER MAINS
AND SEWER INTERCEPTORS AND OUTFALLS**

EXHIBIT 6A

ESTIMATED INFRASTRUCTURE CONSTRUCTION TIMETABLE

EXHIBIT 6A

**ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

PHASE 1

IMPROVEMENT	START DATE	COMPLETE DATE
CLEARING AND GRUBBING	09/10/12	04/01/13
EARTHWORK	09/10/12	06/01/13
ELECTRICAL UNDERGROUND	09/10/12	08/01/13
WASTEWATER SYSTEM	11/01/12	04/01/13
WATER SUPPLY SYSTEM	11/01/12	04/01/13
SURFACE WATER MANAGEMENT	10/01/12	04/01/13
ROADS, PAVING AND LIGHTING	11/01/12	08/15/13
LANDSCAPE / HARDSCAPE	12/01/12	11/15/13

PHASE 2

IMPROVEMENT	START DATE	COMPLETE DATE
CLEARING AND GRUBBING	03/01/13	05/01/13
EARTHWORK	05/01/13	08/01/13
ELECTRICAL UNDERGROUND	07/01/13	09/01/13
WASTEWATER SYSTEM, FORCE MAIN	06/01/13	08/01/13
WATER SUPPLY SYSTEM	06/01/13	08/01/13
SURFACE WATER MANAGEMENT	06/01/13	08/01/13
ROADS, PAVING AND LIGHTING	06/01/13	10/01/13
LANDSCAPE / HARDSCAPE	10/01/13	01/15/14
PUBLIC STRUCTURED PARKING - 1	03/01/13	01/15/14
PUBLIC STRUCTURED PARKING - 2	09/01/13	06/15/14

EXHIBIT 6B

CONSTRUCTION COSTS ESTIMATES

Ravaudage CDD Exhibit 6 B
Estimated Development Costs

Phase I

Clearing and Grubbing	\$325,000
Earthwork	\$325,000
Electrical Underground	\$626,000
Wastewater System, Lift Station	\$1,350,000
Water Supply System	\$315,000
Surface Water Management	\$5,250,000
Roads, Paving and Lighting	\$7,200,000
Landscaping/Hardscape	\$1,630,000
Sub Total Phase I	\$17,021,000
Soft Costs (Engineering, etc.)	\$1,021,260
Contingency @ 10%	\$1,702,100
Total Phase I Costs	\$19,744,360

Phase II

Clearing and Grubbing	\$375,000
Earthwork	\$650,000
Electrical Underground	\$1,100,000
Wastewater System, Lift Station	\$1,000,000
Water Supply System	\$775,000
Surface Water Management	\$5,000,000
Roads, Paving and Lighting	\$8,500,000
Landscaping/Hardscape	\$5,000,000
Public Parking	\$26,000,000
Sub Total Phase II	\$48,400,000
Soft Costs (Engineering, etc.)	\$4,389,000
Contingency @ 10%	\$4,840,000
Total Phase II Costs	\$57,629,000
Total Phase I & II Costs	\$77,373,360

Source: Benjamin Partners, Ltd.

EXHIBIT 7A

PUBLIC AND PRIVATE LAND USE MAP

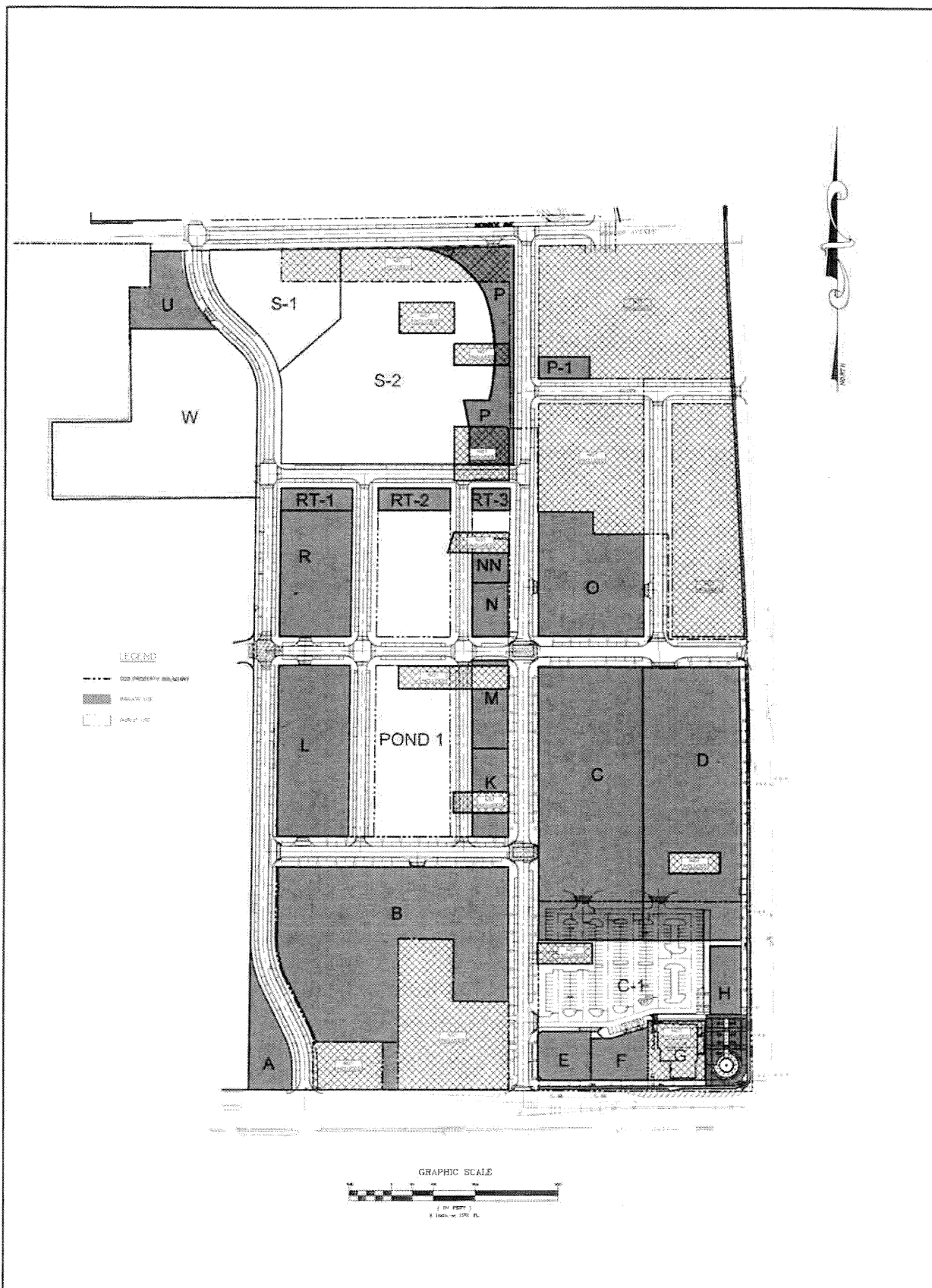


EXHIBIT B	DATE: 10/1/2010 DRAWN BY: J. L. HARRIS CHECKED BY: J. L. HARRIS APPROVED BY: J. L. HARRIS	ENGINEER IN CHARGE CHECKED BY: J. L. HARRIS APPROVED BY: J. L. HARRIS	BENJAMIN PARTNERS, LTD. P.O. BOX 200 WEST PALM BEACH, FL 33410 561-833-1111	EXHIBIT B FOR FUTURE PUBLIC AND PRIVATE USES WITHIN CDD	HARRIS CIVIL ENGINEERING 401 E. HARRIS AVENUE WEST PALM BEACH, FL 33411 561-833-1111
	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PROJECT NO. 10-001				

EXHIBIT 7B

ORANGE COUNTY FUTURE LAND USE MAP

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form **Ravaudage Community Development District** (the “District”). The District comprises approximately 46 acres of land located within the City of Winter Park, Florida (“The City”). The project is planned for approximately 489 residential units, 320 hotel rooms, approximately 323,000 square feet of retail space and approximately 891,000 square feet of office space. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Ravaudage Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Ravaudage Community Development District. Ravaudage Community Development District will encompass approximately 46 acres.

The Development plan for the proposed lands within the District includes the approximately 489 residential units, 320 hotel rooms, 323,000 square feet of retail space and 891,000 square feet of office space. All are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002 (1) (a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the Ravaudage CDD. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541 (2), Florida Statutes a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly; is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- (c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.
- (e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (City of Winter Park is not defined as a small city for purposes of this requirement).
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative

¹ For the purposes of this SERC, the term “agency” means the City of Winter Park and the term “rule” means the ordinance(s) which the City of Winter Park will enact in connection with the creation of the District.

or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the creation of the District will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Ravaudage Community Development District is a community designed for 489 residential units, 320 hotel rooms, approximately 323,000 square feet of retail space and approximately 891,000 square feet of office space. Formation of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 1,000 acres, therefore the The City is the establishing entity under 190.005 (1), Florida Statutes. The costs to review the record of the local hearing, the transcript of the hearing, and the resolutions adopted by the local general purpose government will be offset by the filing fee required under 190.005 (1), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

City of Winter Park

The proposed land for the District is within the City of Winter Park and consists of approximately 46 acres. The City and its staff may process and analyze the petition, conduct

public hearings with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected as a direct result of the establishment of the District.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. The wastewater system, water supply system, surface water management, roads and lighting, landscaping/hardscape, public parking, and related incidental costs, as described in Table 1, will be funded by the District.

[Table 1 located on following page.]

Table 1. Ravaudage Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	OWNERSHIP	O&M
Wastewater System	CDD	CITY	CITY
Water Supply System	CDD	CITY	CITY
Surface Water Management System	CDD	CITY/CDD	CITY/CDD
Roadway and Lighting	CDD	CITY/CDD	CITY/CDD
Landscaping/Hardscape	CDD	CDD	CDD
Public Parking	CDD	CDD	CDD

Key: CDD=Community Development District, City=City of Winter Park
O&M=Operations and Maintenance

The petitioner has estimated the design and development costs for providing the capital facilities and outlined in Table 2. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately \$77,373,360. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Furthermore, to locate in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services and amenities sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised

growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

Table 2. Cost Estimate for District Facilities

<u>Category</u>	<u>Cost</u>
Clearing and Grubbing	\$ 700,000
Earthwork	\$ 975,000
Electrical Underground	\$ 1,726,000
Wastewater System	\$ 2,350,000
Water Supply System	\$ 1,090,000
Surface Water Management	\$10,250,000
Roads, Paving & Lighting	\$15,700,000
Landscaping/Hardscape	\$ 6,630,000
Public Parking	\$26,000,000
Soft Cost	\$ 5,410,260
Contingency	<u>\$ 6,542,100</u>
Total Projected Costs of Improvements	<u>\$77,373,360</u>

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts. This affords small businesses the opportunity to bid on District work.

The City has an estimated population that is greater than 10,000 according to the 2010 U.S. Census. Therefore the City is not defined as a "small city" according to Section 120.52 (18),

Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in Section 120.541(1)(a), F.S.

Prepared by:

Governmental Management Services - Central Florida, LLC

Prepared February 5, 2013, updated March 28, 2013

APPENDIX A Reporting Requirements

Florida Special District Handbook

APPENDIX A: REPORTING REQUIREMENTS AT A GLANCE

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
AUDITOR GENERAL, LOCAL GOVERNMENT SECTION Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450			
Annual Financial Audit Report	Section 218.39, F.S. Chapter 10.550, Rules of the Auditor General, Handbook Section 2 - 4	<p>All special districts with either revenues or expenditures of more than \$100,000.00.</p> <p>All special districts with revenues or expenditures/expenses between \$50,000.00 and \$100,000.00 that have not been subjected to a financial audit for the two preceding fiscal years.</p> <p>A dependent special district that is a component unit of a county or municipality may provide for an annual financial audit by being included in the audit of that county or municipality. In such instances, that audit report must clearly state that the special district is a component unit of the county or municipality.</p>	Annually within 45 days after delivery of the audit report to the governmental entity, but no later than 12 months after fiscal year end. Two copies of the annual financial audit report must be submitted to the Auditor General.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF COMMUNITY AFFAIRS, SPECIAL DISTRICT INFORMATION PROGRAM 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100			
Creation Documents and Amendments, including Codified Act, if applicable	Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Written Status Statement	Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval of creation document.
Dissolution Documents	Section 189.4042, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days of the dissolution effective date.
Merger Documents	Section 189.418, F.S. Section 189.4042, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days of the merger's effective date.
Special District Map and Amendments	Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Special District Fee Invoice (\$175.00) and Update Form	Section 189.427, F.S. Rule 9B-50.003, F.A.C. Handbook Section 1 - 3	All special districts.	Annually, by the due date on the Form (sent to all special districts around October 1).
Registered Agent and Office Initial Designation	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Upon making the change.
Disclosure of Public Financing	Section 190.009, F.S.	All Community Development Districts.	At all times public financing is imposed.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF ACCOUNTING 200 East Gaines Street, Tallahassee, Florida 32399-0354			
Annual Financial Report with a copy of the Annual Financial Audit Report attached, if required	Section 189.418, F.S. Section 218.31, F.S. Section 218.32, F.S. Handbook Section 2 - 3	All Housing Authorities; All independent special districts; All dependent special districts that are not component units of a local governmental entity.	Annually within 12 months of fiscal year end (9/30) and 45 days of audit completion. If no audit is required, file by April 30.
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF COLLATERAL MANAGEMENT 200 East Gaines Street, Tallahassee, Florida 32399-0345			
Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009)	Section 280.17, F.S. Handbook Section 3 - 5	All special districts.	Annually by November 30.
Public Deposit Identification and Acknowledgment Form (Form DFS-J1-1295)	Section 280.17, F.S. Handbook Section 3 - 5	All special districts.	Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

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DEPARTMENT OF MANAGEMENT SERVICES, DIVISION OF RETIREMENT Bureau of Local Retirement Systems, Cedars Executive Center, Building C, 2639-C North Monroe Street, Tallahassee, Florida 32399-1560			
Actuarial Impact Statement for Proposed Plan Amendments	Section 112.63, F.S. Rule Chapter 60T-1.001, F.A.C. Handbook Section 2 - 6	Any special district proposing benefit changes to its defined benefit retirement plan.	When considering plan changes.
Defined Contribution Report	Section 112.63, F.S. Rule Chapter 60T-1.004, F.A.C. Handbook Section 2 - 6	Special districts with defined contribution plans.	Within 60 days of the reporting period's ending date.
Actuarial Valuation Report	Section 112.63, F.S. Rule Chapter 60T-1, F.A.C. Handbook Section 2 - 6	Special districts with defined benefit retirement plans.	At least every three years, within 60 days of completion.
DEPARTMENT OF REVENUE, PROPERTY TAX ADMINISTRATION PROGRAM, TRIM COMPLIANCE SECTION P.O. Box 3000, Tallahassee, Florida 32315-3000			
Truth-in-Millage Form DR421	Section 200.068, F.S. Handbook Section 3 - 3	Special districts that can levy taxes but will not do so during the year.	Annually by November 1.
Truth-in-Millage Compliance Package Report	Section 200.068, F.S. Handbook Section 3 - 3	Special districts levying property taxes.	No later than 30 days following the adoption of the property tax levy ordinance/resolution.
COMMISSION ON ETHICS P.O. Drawer 15709, Tallahassee, Florida 32317-5709			
Quarterly Gift Disclosure (Form 9)	112.3148, F.S. Handbook Section 3 - 1	Everyone required to file Form 1, receiving a gift worth over \$100.00, unless the person did not receive any gifts during the calendar quarter.	By the last day of the calendar quarter following any calendar quarter in which a reportable gift was received.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
LEGISLATURE PRESIDENT OF THE SENATE (Florida Capitol, Suite 409, Tallahassee, Florida 32399-1100) SPEAKER OF THE HOUSE OF REPRESENTATIVES (Florida Capitol, Suite 420, Tallahassee, Florida 32399-1300) and EACH APPROPRIATE STANDING COMMITTEE OF THE LEGISLATURE			
Agency Rule Report	Section 120.74, F.S. Handbook Section 1 - 4	Certain Special Districts with adopted rules (see Handbook Section 1 - 4, page 20).	Initial by October 1, 1997, then by October 1 of every other year thereafter.
SPECIAL DISTRICTS GOVERNING BOARD MEETING MINUTE RECORDER			
Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers (Form 8B)	Section 112.3143, F.S. Handbook Section 3 - 1	Special District Local Officers with Voting Conflicts.	Within 15 days after the vote occurs.
SPECIAL DISTRICTS GOVERNING BOARD MEMBERS (EACH MEMBER)			
Actuarial Valuation Report	See Department of Management Services, Division of Retirement.		
Annual Financial Audit Report	See Auditor General, Local Government Section.		

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SPECIAL DISTRICT'S LOCAL GOVERNING AUTHORITY(IES)/LOCAL GENERAL-PURPOSE GOVERNMENT(S) (If municipality, file at the place they designate; if county(ies), file with the (each) clerk of the board of county commissioners)			
Budget or Tax Levy	Section 189.418, F.S. Handbook Section 2 - 2	All special districts.	When requested, provide to the local governing authority within the district's boundaries.
Public Facilities Initial Report	Section 163.3191, F.S. Section 189.415(2), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Within one year of the special district's creation.
Public Facilities Annual Notice of Any Changes	Section 163.3191, F.S. Section 189.415(2), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Annually. Contact each local general-purpose government for the due date.
Public Facilities Updated Report	Section 189.415(2)(a), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6 Appendix B	Independent special districts (See Handbook Section 1 - 6, page 31).	Every five years, at least 12 months before the due date that each local general-purpose government must submit its Report to the Department of Community Affairs. See Appendix B.
Registered Agent and Office Initial Designation	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Upon making the change.
Regular Public Meeting Schedule	Section 189.417, F.S. Section 189.418, F.S. Handbook Section 3 - 2	All special districts.	Quarterly, semiannually, or annually.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SPECIAL DISTRICT'S LOCAL LEGISLATIVE DELEGATION			
Draft Codified Charter as a Local Bill	Section 189.429, F.S. Handbook Section 1 - 4	All special districts with more than one Special Act.	December 1, 2004
SPECIAL DISTRICT'S RESIDENTS AND PROSPECTIVE RESIDENTS AND RESIDENTIAL DEVELOPERS (GIVE SUFFICIENT NUMBER OF COPIES TO THE DEVELOPERS FOR DISTRIBUTION TO EACH PROSPECTIVE INITIAL PURCHASER OF PROPERTY)			
Disclosure of Public Financing	Section 190.009, F.S.	All Community Development Districts.	At all times public financing is imposed.
STATE BOARD OF ADMINISTRATION, FINANCIAL OPERATIONS 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308			
Investment Pool Systems Input Documentation	Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of making any changes or updates to the account.
Resolution for Investment of Surplus Funds	Section 218.407, F.S. Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of investing surplus funds.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
STATE BOARD OF ADMINISTRATION, DIVISION OF BOND FINANCE 1801 Hermitage Boulevard, Suite 200, P.O. Box 13300, Tallahassee, Florida 32317-3300			
Advance Notice of Bond Sale	Section 218.38, F.S. Handbook Section 2 - 5	All special districts as applicable.	Before selling certain general obligation bonds & revenue bonds or closing on any similar long-term debt instruments.
Bond Information Form/Bond Disclosure Form (BF2003/2004A & B)	Section 189.418, F.S. Section 218.38, F.S. Handbook Section 2 - 5	All special districts as applicable. New bond issues only.	Within 120 days after delivery of general obligation bonds and revenue bonds.
Bond Verification Form (BF2005)	Handbook Section 2 - 5	All special districts as applicable.	Within 45 days of the Division of Bond Finance's request.
Final Official Statement (Bonds)	Section 218.38, F.S. Handbook Section 2 - 5	All special districts as applicable.	Within 120 days after delivery of the bonds, if prepared.
IRS Form 8038 (Bonds)	Section 159.345(1), F.S. Section 159.475(1), F.S. Section 159.7055, F.S. Handbook Section 2 - 5	Special districts issuing Industrial Development or Research and Development Bonds.	Submit with the Bond Information Form & Official Statement, if any is published.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SUPERVISOR OF ELECTIONS (LOCAL) In the County of the Reporting Person's Permanent Residence			
Statement of Financial Interests (Form 1)	Section 112.3145, F.S. Handbook Section 3 - 1	All "special district local officers" appointed to a special district or special district's board.	Within 30 days of accepting the appointment, then every year thereafter by July 1.
		All "special district local officers" elected to a special district's board.	During the qualifying period, then every year thereafter by July 1.
Final Statement of Financial Interests (Form 1F)	Section 112.3145, F.S. Handbook Section 3 - 1	All "special district local officers" who are required to file Form 1 and are leaving a public position.	Within 60 days of leaving a public position.
Quarterly Client Disclosure (Form 2)	Section 112.3145(4), F.S. Handbook Section 3 - 1	Certain special district local officers, depending upon their position, business or interests (See Handbook Section 3 - 1).	No later than the last day of the calendar quarter following the calendar quarter during which the representation was made.
Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event Related Expenses (Form 10)	Section 112.3148, F.S. Section 112.3149, F.S. Handbook Section 3 - 1	All special district local officers who file Form 1 and who received a reportable gift or expense.	Annually by July 1.
SUPERVISOR OF ELECTIONS (LOCAL) In the County in which the Special District of the Reporting Person has its Principal Office			
Interest in Competitive Bid for Public Business (Form 3A)	Section 112.313(12)(e), F.S. Handbook Section 3 - 1	Certain special district local officers (See Handbook Section 3 - 1).	Before or at the time of the submission of the bid.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

EXHIBIT 9

**PROPOSED FORM OF ORDINANCE
TO ESTABLISH
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

ORDINANCE NO. _____-13

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING PETITION OF BENJAMIN PARTNERS, LTD.; ESTABLISHING AND NAMING THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING AND PROVIDING THE EXTERNAL BOUNDARIES, THE FUNCTIONS AND THE POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage services for community development; and

WHEREAS, Benjamin Partners, Ltd. ("Petitioner"), having obtained written consent to the establishment of the Ravaudage Park Community Development District (the "District") by the owners of 100 percent of the real property to be included in the District, petitioned the City Commission of the City of Winter Park (the "City") to enact an ordinance establishing the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Petitioner is a Florida limited partnership authorized to conduct business in the State of Florida, and Petitioner's principal place of business is 558 W. New England Avenue, Winter Park, Florida 32789; and

WHEREAS, a public hearing has been conducted by the City on April 8, 2013 at the Winter Park City Hall in accordance with the requirements and procedures of Section 190.005(1)(d) and (2)(b), Florida Statutes, and the applicable requirements and procedures of the City's Charter and Code of Ordinances; all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

WHEREAS, upon consideration of the Petition, the record and hearing, the City determined that the statements within the Petition were true and correct, that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City's comprehensive plan, that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for delivering community development services and facilities to the area served by the District, that the community development services and facilities of

the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, establishment of the District satisfies the requirements of Chapter 190, Florida Statutes, and will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described, thereby providing a solution to the City's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the City and its taxpayers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

SECTION 2. FINDINGS. The foregoing recitals and findings are true and correct and are incorporated herein, adopted, and made a part hereof.

SECTION 3. GRANT OF PETITION. The Petition to establish the Ravaudage Community Development District, a copy of which is attached hereto as Exhibit "A" and incorporated herein, over the real property described in Exhibit "B" attached hereto, is hereby granted; said Petition having been initially filed by Petitioner with the Office of the City Clerk on February 25, 2013 and a revised version re-filed on March 28, 2013.

SECTION 4. DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated Winter Park, Florida, which District shall be known as the "Ravaudage Community Development District."

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit "B" attached hereto. The District, overall, contains 45.8 acres, more or less.

SECTION 6. FUNCTIONS AND POWERS. The functions and powers of the District are described as the general powers in Section 190.011, and as the special powers in Section 190.012(1), Section 190.012(2)(a) and Section 190.012(2)(d), Florida Statutes, and such special powers and related statutory provisions are more fully set forth in Exhibit "C" attached hereto and incorporated herein.

SECTION 7. EMINENT DOMAIN; EXCLUDED PARCELS. Notwithstanding anything contained herein, the District, in accordance with Section 190.011(11), Florida Statutes, shall not exercise the power of eminent domain over the real property designated as the "Excluded Parcels" within Exhibit 2 of the Petition attached hereto without prior approval by resolution of the City.

SECTION 8. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows:

<u>Name</u>	<u>Address</u>
a) Daniel B. Bellows	P.O. Box 350 Winter Park, Florida 32790-0350
b) Robert P. Saltsman	P.O. Box 2146 Winter Park, Florida 32790-2146
c) Patrick J. Knight	1900 E. Adams Drive Maitland, Florida 32751
d) Javier Omana	1027 Stetson Street Orlando, Florida 32804
e) Glen S. Jaffee	391 W. Trotters Drive Maitland, Florida 32751

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 9. OBLIGATIONS OF DISTRICT. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation or burden of the City.

SECTION 10. SEVERABILITY. If any provision of this Ordinance is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

PASSED and ENACTED this _____ day of _____, 2013.

CITY OF WINTER PARK, FLORIDA

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

EXHIBIT "A"

PETITION

EXHIBIT "B"

LEGAL DESCRIPTION OF DISTRICT BOUNDARIES

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PART OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH $01^{\circ}40'06''$ W 30.01 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE CENTERLINE OF BENNETT AVENUE; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S $01^{\circ}40'06''$ W ALONG THE CENTERLINE OF AFORESAID BENNETT AVENUE A DISTANCE OF 100.96 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF BENNETT AVENUE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK "O", HOME ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N $90^{\circ}00'00''$ E A DISTANCE OF 143.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N $00^{\circ}22'31''$ E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 12.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK "O", OF SAID HOME ACRES; THENCE N $90^{\circ}00'00''$ E ALONG THE NORTH LINE OF SAID LOT 14, THE NORTH LINE OF LOT 6, BLOCK "P", AND THE NORTH LINE OF LOT 11, BLOCK "P", SAID HOME ACRES, A DISTANCE OF 431.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK "P", SAID POINT LYING ON THE WEST LINE OF LEWIS DRIVE; THENCE S $00^{\circ}05'24''$ W ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE INTERSECTION OF SAID WEST LINE OF LEWIS DRIVE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 10, BLOCK "K", SAID HOME ACRES, THENCE, THENCE N $90^{\circ}00'00''$ E ALONG SAID WESTERLY EXTENSION A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK "K", SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF AFORESAID LEWIS DRIVE; THENCE S $00^{\circ}05'24''$ W ALONG THE EAST RIGHT OF WAY LINE OF LEWIS DRIVE A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK K; THENCE N $90^{\circ}00'00''$ E ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK K; THENCE S $00^{\circ}05'24''$ W ALONG THE WEST LINE OF SAID LOT 15 A DISTANCE OF 50.00 FEET; THENCE N $90^{\circ}00'00''$ E ALONG THE SOUTH LINE OF SAID LOT 15 AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 182.50 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE; THENCE S $00^{\circ}05'24''$ W ALONG SAID EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF GLENDON PARKWAY AS IT NOW EXISTS; THENCE N $90^{\circ}00'00''$ E

ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 187.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ORLANDO AVENUE (STATE ROAD 15 & 600); SAID POINT BEING A POINT ON A CURVE HAVING A RADIUS OF 5676.65 FEET, A CENTRAL ANGLE OF 02°43'16" AND A CHORD THAT BEARS S 01°16'50"E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 269.61 FEET TO THE POINT OF TANGENCY; THENCE RUN S 00°04'48"W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 803.10 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF LEE ROAD; (STATE ROAD NO. 438); THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S 67°42'20"W, 36.68 FEET; S 89°45'12"W, 124.55 FEET; S 81°01'12"W, 34.71 FEET; N 00°04'22"W, 11.27 FEET; S 89°45'12"W, 385.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LEWIS DRIVE; THENCE N 00°04'22"W ALONG SAID RIGHT OF WAY OF LEWIS DRIVE A DISTANCE OF 213.88 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK C, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF SAID LOT 7 TO THE NORTHWEST CORNER OF LOT 7; THENCE N 00°04'22"W ALONG THE EAST LINE OF LOTS 15, 16 AND 17, BLOCK C, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOT 15 A DISTANCE OF 132.50 FEET TO THE EAST RIGHT OF WAY LINE OF LOREN AVENUE; THENCE S 00°04'22" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 365.02 FEET TO A POINT ON AFORESAID LEE ROAD; THENCE S 89°45'12"W ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID LOREN AVENUE; THENCE N 00°04'22"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.23 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK D, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOTS 3, 4 AND 5, BLOCK D, A DISTANCE OF 153.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S 00°04'22"E ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 115.56 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY LINE OF LEE ROAD; THENCE S 89°45'12"W, 155.50 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF LEE ROAD AND THE WEST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1,534 FEET MORE OR LESS; TO THE NORTHEAST CORNER OF PARK GREEN; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 90, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 89°58'47"W A DISTANCE OF 491.91 FEET; THENCE N 00°07'54"E A DISTANCE OF 186.84 FEET; THENCE S 89°56'22"E A DISTANCE OF 191.75 FEET; THENCE N 00°07'54"E A DISTANCE OF 320.55 FEET; THENCE N 89°53'51"E A DISTANCE OF 49.46 FEET; THENCE N 00°12'06"E A DISTANCE OF 103.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF AFORESAID MONROE AVENUE; THENCE N 90°00'00"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 295.57 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

LOT 15, BLOCK "B, HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 10, 11 AND 17, BLOCK "F", AND VACATED RIGHT OF WAY NORTH OF LOTS 10 AND 11, AND EAST OF LOT 11; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 1, BLOCK "H", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 11, 12 AND 16, BLOCK "L", AND VACATED RIGHT OF WAY EAST OF LOT 16, BLOCK "L"; AND THE NORTH 1/2 OF LOT 13, BLOCK "L", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 14, THE NORTH 25 FEET OF LOT 4, THE SOUTH 37.5 FEET OF LOT 5, AND THE SOUTH 16.67 FEET OF LOT 13, BLOCK "P"; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS:

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 438 (LEE ROAD), AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 75190-2502, SHEET 34 OF 42; THENCE RUN N.00°04'22"W. ALONG SAID WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, A DISTANCE OF 21.00 FEET FOR A POINT OF BEGINNING; THENCE RUN N.00°04'22"W. DISTANCE OF 143.39 FEET; THENCE RUN N.89°45'12"E. A DISTANCE OF 137.00 FEET; THENCE S.00°04'22"E. A DISTANCE OF 143.39 FEET; THENCE RUN S.89°45'12"W. A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED PROPERTY CONTAINS 45.8 ACRES MORE OR LESS.

EXHIBIT “C”

STATUTORY PROVISIONS RELATING TO SPECIAL POWERS

SECTIONS 190.012(1), 190.012(2)(a) and 190.012(2)(d) – SPECIAL POWERS; PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES.

“The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

(a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.

(b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

(c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d)

1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility’s tariff on file with the Public Service Commission and may finance the required contribution.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 or s. 380.061 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(b) ...

(c) ...

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.

(e) ...

(f) ..."

ALL AS SET FORTH IN SECTION 190.012, FLORIDA STATUTES (2012).

PRE-FILED TESTIMONY

IN SUPPORT OF THE
ESTABLISHMENT OF THE

RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

IN

THE CITY OF WINTER PARK, FLORIDA,
IN CONJUNCTION WITH MEETINGS AND PUBLIC HEARING(S)
TO BE HELD ON MARCH 25 AND APRIL 8, 2013

NOTE: THE PRE-FILED TESTIMONY CONTAINED HEREIN, GIVEN BY A DEVELOPER REPRESENTATIVE AS WELL AS VARIOUS PROFESSIONALS ASSOCIATED WITH THE RAVAUDAGE PROJECT IN SUPPORT OF THE PREVIOUSLY SUBMITTED PETITION TO ESTABLISH THE RAVAUDAGE CDD, IS, BY CONSENT OF THE CITY, IN LIEU OF LIVE TESTIMONY IN FRONT OF THE CITY COMMISSION AT THE MEETINGS AND/OR HEARING(S) IDENTIFIED ABOVE, ALTHOUGH SUCH INDIVIDUALS MAY BE AVAILABLE TO PROVIDE FURTHER INFORMATION IF REQUESTED.

RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

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Pre-filed Testimony for Establishment of the Ravaudage Community Development District

Tab 1	Testimony of Daniel B. Bellows, President of Sydgan Corporation and Bennett Ave. Company, Inc. - Developer
Tab 2	Testimony of George Flint, Vice President of Governmental Management Services – Central Florida, LLC – District Manager
Tab 3	Testimony of Brett Sealy, Managing Partner at MBS Capital Markets, LLC – Underwriter
Tab 4	Testimony of David A. Stokes, Madden, Moorhead & Glunt, Inc. – Engineer
Tab 5	Testimony of Mark I. Luke, Owner and Managing Member of Henrich-Luke & Swaggerty, LLC – Surveyor

TAB 1
Daniel B. Bellows
Developer

**BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA**

IN RE: PROPOSED ORDINANCE PURSUANT)
TO SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE RAVAUDAGE)
COMMUNITY DEVELOPMENT DISTRICT)
_____)

**TESTIMONY OF DANIEL B. BELLOWS
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is Daniel B. Bellows. My business address is 558 West New England Ave., Suite 220, Winter Park, Florida 32789

2. By whom are you employed and in what capacity?

I am President of Sydgan Corporation, and am also President of Bennett Ave. Company, Inc., which is the general partner of Benjamin Partners, Ltd., the "Petitioner" under that certain Petition to Establish the Ravaudage Community Development District submitted to the City of Winter Park (the "Petition").

3. Where is the Petitioner's principal place of business?

The Petitioner has its principal place of business at 558 West New England Ave., Suite 220, Winter Park, Florida 32789.

4. How long have you held your position?

I have held this position with the Petitioner since October, 2006; I have also been the president of Sydgan Corporation since 1985.

5. Please describe your duties with Petitioner.

My duties with Petitioner include managing the day to day financial operations, construction budgeting and analysis, revenue forecasting, and financing.

For the proposed Ravaudage Community Development District, I am in charge of the development team and coordinate with contractors and consultants on all aspects of development planning, construction and financing.

6. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I have attended numerous seminars on construction management, development and financing topics.

7. Have you been involved in any developments of the type and nature contemplated within the Ravaudage Community Development District?

Yes. I have been involved in several developments that have similar permitting, public infrastructure facilities and construction design and planning.

8. Are you familiar with the Petition filed by Benjamin Partners, Ltd. seeking the establishment of the Ravaudage Community Development District?

Yes, I am. I was personally involved in providing or coordinating much of the information contained in the Petition.

9. Did you personally execute, or have others execute under your direction, the several Consents to the Establishment of the District, as contained in Exhibit 3 attached to the Petition (the "Consents")?

Yes, I personally executed the Consent on behalf of Benjamin Partners, Ltd., and I coordinated with other real property owners within the proposed boundaries of the District to secure their signatures on Consents pertaining to their real property. Taken together, the Consents contained within Exhibit 3 to the Petition account for 100% of the real property to be included within the Ravaudage CDD.

10. Do the Consents prepared by you or under your supervision require any change or correction?

No.

11. Are the Consents contained within Exhibit 3 to the Petition true and correct to the best of your knowledge?

Yes, they are correct to the best of my knowledge.

12. In general, what do the Consents within Exhibit 3 to the Petition demonstrate?

Attached to and made a part of the Petition as Exhibit 3 are the written consents to the establishment of the District by Benjamin Partners, Ltd., Garmet, Ltd., Terry E. Humphrey and Stephen S. Stoll as the owners of 100% of the real property to be included in the District. The Consents demonstrate that the landowners intend for all the real property specified in the Consents to be included within the proposed Ravaudage

Community Development District and to be bound by the requirements of Chapter 190, *Florida Statutes*, for such districts.

13. Were you also responsible for, or did you assist in, the creation of any other Exhibits to the Petition? If so, which ones?

Yes, in addition to Exhibit 3, I was either solely responsible for or assisted in the creation of Exhibits 2, 4, 6A and 6B.

14. Do Exhibits 2, 4, 6A or 6B to the Petition require any change or correction?

No.

15. Is the information contained within Exhibits 2, 4, 6A and 6B to the Petition true and correct to the best of your knowledge?

Yes, to the best of my knowledge.

16. What is the proposed name of the community development district?

Ravaudage Community Development District.

17. Does this conclude your testimony?

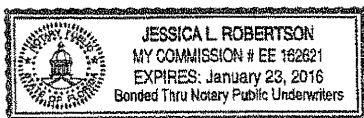
Yes, it does.

FURTHER AFFIANT SAYETH NAUGHT.



Daniel B. Bellows

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 20th day of March, 2013, by Daniel B. Bellows.



AFFIX NOTARY STAMP


Signature of Notary Public
Jessica L. Robertson
Print Notary Name
My Commission Expires: 1-23-16
Commission No.: EE162621
☒ Personally known, or
☐ Produced Identification
Type of Identification Produced

TAB 2
George Flint
District Manager

**BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA**

IN RE: PROPOSED ORDINANCE PURSUANT)
TO SECTION 190.005(2), FLORIDA STATUTES,))
TO ESTABLISH THE RAVAUDAGE)
COMMUNITY DEVELOPMENT DISTRICT)
_____)

**TESTIMONY OF GEORGE FLINT
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

- 1. Please state your name and business address.**

My name is George Flint. My business address is 13574 Village Park Drive, Suite 265, Orlando, Florida 32837.

- 2. By whom are you employed and in what capacity?**

I am a Vice-President with Governmental Management Services - Central Florida, LLC ("GMS") and serve as District Manager and financial consultant for community development districts.

- 3. And what is the nature of your firm's business?**

GMS provides management consulting services to community development districts and the real estate industry including general management, accounting, recording secretary, field services and assessment administration. GMS currently serves as the district manager for approximately one-hundred (100) community development districts in the State of Florida.

- 4. Do you work for both public and private entities?**

GMS primarily works for public entities providing district management services. However, we are retained, from time to time, by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

- 5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?**

I have nineteen (19) years of experience in the public and private sectors providing general management, budgeting, and consulting services. I served as the Budget Officer and Assistant County Administrator for St. Johns County, Florida, and as the Assistant County Manager/Performance Manager for Alachua County, Florida. In addition, I

served as a Senior Management Consultant and Regional Manager for TetraTech, Inc., an environmental engineering firm, and as the Executive Director of the St. Johns County Utility Authority. I have extensive knowledge of special districts, governmental budgeting and finance issues, the development process, and water and wastewater utilities.

6. Please describe your educational background.

I have a Bachelor of Arts degree from Princeton University in Politics with a focus in economics and a Master of Public Administration from Florida State University with a specialization in public budgeting and finance.

7. Have you previously worked with other petitioners and prepared a Statement of Estimated Regulatory Costs?

Yes. We have prepared approximately thirty (30) such documents.

8. Where in Florida are the districts with which you have worked?

I currently manage directly or oversee personnel that manage thirty (30) districts, the majority of which are in the metro Orlando area and are located in Orange, Osceola, Lake and Polk counties. I also manage districts in Marion, Flagler, Brevard, St. Lucie and Hillsborough counties.

9. Are any of these community development districts ("CDDs") of about the same size as, or larger than, the proposed Ravaudage Community Development District?

Yes.

10. At this point, I will ask you to address certain matters that relate to community development district management. Please describe the general manner in which a community development district actually operates.

Initially, community development districts are governed by a five-member Board of Supervisors who are elected by district landowners. The Board retains a District Manager who supervises the services, facilities and administrative functions of the CDD, and essentially runs the day-to-day operations and implements many of the actions of the board. Each year, the CDD Board publicly notices and conducts a public hearing for the purpose of adopting a budget. The proposed budget is submitted to the applicable local general purpose government for review and comment prior to its formal adoption.

11. Are there requirements, such as the open meetings and public records laws, imposed upon community development districts in order to safeguard the public that are similar to those imposed upon other general purpose local governments?

Yes, there are.

12. Please describe these requirements and safeguards.

The creation of a CDD does not change any requirements for government approval of any construction within the District. Any land development requirements, and all state and local development regulations, still apply. There must also be disclosure of public financing and the facilities and services being provided by a CDD. The CDD must provide financial reports to the Department of Financial Services in the same form and manner as is required of all other political subdivisions, and is annually audited by an independent certified public accountant. Furthermore, under Chapter 286, Florida Statutes, all meetings and District records must be open to the public in compliance with "Government in the Sunshine."

Members of the initial CDD Board of Supervisors must be residents of Florida and citizens of the United States. Boards are elected initially on a one acre, one vote basis. By law, after 6 years (and once 250 registered voters live in the CDD), the board begins to transition to registered voters living in the CDD. At that time, the Supervisors are required to be residents and electors of the District. Board members are required to file annual financial disclosure statements, as is required by other local officials. The CDD budget must be filed with the applicable general purpose government, and a public hearing must be held prior to its adoption. All fees, rates and charges imposed by the CDD must be adopted in accordance with its rule making procedures pursuant to Chapter 120, Florida Statutes.

When a CDD imposes special or non-ad valorem assessments pursuant to Chapter 170, Florida Statutes, it must provide both published and mailed notice to those who are to be assessed. The assessment process includes preparation of a methodology that fairly and equitably allocates the cost of the District's projects.

13. Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.

Typically, in the first year of a CDD's existence, most or all of the land is owned by the developer, and expenses are funded by the developer by way of a "funding agreement" between the developer and the District, as opposed to imposing assessments.

Notwithstanding the aforementioned funding agreement, CDDs have the ability to utilize various financing techniques for financing long-term projects. Bonds are frequently issued by CDDs and must be secured by a trust agreement. For any bonds maturing more than five years, the CDD must seek circuit court validation of its bonds, in accordance with Chapter 75, Florida Statutes. The District also has the ability to borrow funds on either a long or short term basis.

By law, debt of the district cannot become debt of any other government (county, city or state), without that government's consent. The District's debt may be retired through non

ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and services. The CDD has no ability to assess land outside its boundaries, nor any ability to assess any land owned by another government.

14. **Are you familiar with the petition and exhibits filed to establish the Ravaudage Community Development District (the "Petition")?**

Yes. I have reviewed the Petition and all of its exhibits. Petition Exhibit 8 is the Statement of Estimated Regulatory Costs ("SERC"). It is a requirement of Chapter 190, Florida Statutes, and was prepared by my firm.

15. **To the best of your knowledge, is Exhibit 8 to the petition a true and accurate recitation of the Statement of Estimated Regulatory Costs (SERC)?**

Yes.

16. **Based on your review of Exhibit 8 to the Petition, are there any updates that need to be made at this time?**

No.

17. **What exactly is a Statement of Estimated Regulatory Costs?**

A Statement of Estimated Regulatory Costs provides the analysis of financial impact of establishing a community development district, and is required by §§ 190.005(2)(a) and 190.005(1)(a)(8), Florida Statutes.

Section 120.541(2), Florida Statutes, specifically provides a list of the necessary elements that a SERC must include: (1) a good faith estimate of the number of individuals and entities likely to be required to comply with, or are affected by, the ordinance; (2) a good faith estimate of the cost to the agency, and any other state or local government entity; (3) an analysis of the transactional costs likely to be incurred by individuals and entities required to comply with the ordinance; (4) impact on small businesses, small cities and small counties; and (5) any additional information that the City might find useful.

The methodology used to create the SERC is consistent with that commonly used by others within the industry. The information comprising the SERC is based on my professional knowledge relative to prior experience working with special districts, and information provided to us by the Petitioner.

18. **Please summarize the costs to the City of Winter Park resulting from establishment of the Ravaudage Community Development District.**

The costs incurred to the City are minimal at best. The City may incur one-time administrative costs involved with the staff review process associated with the

establishment, but those costs will be offset by the filing fee of \$15,000 paid to the City by the Petitioner.

Once established, ongoing costs will not be incurred by the City. The District will be an independent unit of local government. The only foreseeable cost to the City would be the minimal expense to the City for their optional review of reports required to be submitted by the District. The review of these reports is at the City's option.

- 19. Please summarize the costs to the State of Florida resulting from the establishment of the Ravaudage Community Development District.**

The State will only incur minimal costs once the District is established. The costs are usually the result of administrative review of reports required to be submitted periodically pursuant to Chapters 189 and 190, Florida Statutes. The Legislature has adopted a fee of \$175 per year to be paid to the Department of Community Affairs as the agency collecting information about districts. Since the District is designed to be a self-sufficient, special-purpose governmental entity, it is responsible for its own management. No additional burden is placed on the State of Florida once the District has been established, with the exception of reporting requirements previously mentioned.

- 20. Will the establishment of the proposed District result in costs to local small businesses?**

No. Small businesses will not be negatively impacted by the establishment of the District. Small businesses may actually benefit since businesses have the option of becoming competitive bidders of the District's business.

- 21. Will the establishment of the proposed District have a negative impact on state or local revenues?**

No. The District will have their own source of revenue and no state or local subsidies are required; however, it is our understanding that development of the District's infrastructure is based in part on a voluntary revenue sharing arrangement with the City. In addition, establishment of the District should have no negative impact on state or local revenues because the District will be an independent unit of local government, and debts of the District will be strictly its own responsibility.

- 22. Based on your training and experience in the financial aspect of community development districts, do you have an opinion regarding the financial viability and feasibility of the proposed District?**

Yes, I do.

23. What is that opinion?

In my opinion, based on my experience with other districts and with the proposed funding sources available to the District, the proposed Ravaudage Community Development District is expected to be financially viable and feasible.

24. Based on your training and experience, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as a functional interrelated community?

Yes, I do.

25. What is your opinion?

It is my opinion that the proposed district is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community.

26. What is the basis for your opinion?

Functional interrelation means that each community purpose has a mutual reinforcement relationship to one another. Each function must therefore be planned to contribute to the development of the larger community. This requires a long range plan that can evaluate the future needs of a community as it relates to needed facilities and services, such as roads, drainage, water, sewer, lighting, etc. Each function must in turn have a management capability, funding source and comprehension of the community needs and ability to handle growth. The Ravaudage CDD as proposed will be able to meet the requirements to be a functionally interrelated community because it is of sufficient size (approximately 45.8 acres of land), is sufficiently compact and sufficiently contiguous, as depicted in the Petition.

27. Do you have an opinion as to whether the proposed Ravaudage Community Development District is the best alternative available for providing the proposed community development services and facilities to the areas to be served?

Yes, I do.

28. What is your opinion?

My opinion is that the proposed District is the best alternative available to provide the proposed community development services and facilities to the lands which can be paid for by the District itself and/or other voluntary funding arrangements.

29. What is the basis for your opinion?

From an economic perspective, the District is the best alternative because establishment of the District would result in the lowest cost to landowners and to homeowners as

compared to other alternatives. The Petitioner proposes to establish the Ravaudage Community Development District to construct certain public infrastructure and community facilities which will be needed by the property owners and residents of the District. Creation of the District will allow the community development process to take care of its own needs by restricting costs to those who benefit from the services provided. Non-ad valorem or special assessments on the property within the District are expected to be used to repay any debt that is incurred. Expenses for operations and maintenance are expected to be paid through maintenance assessments, which assures that the District will be maintained at the sustained level of quality desired by its residents.

The use of non-ad valorem and maintenance assessments or user fees ensures that the property receiving the benefit of district services is the same property to pay for those services.

There are no effective alternatives to provide for such financing structures, although the general-purpose local government could finance the improvements utilizing special assessments or general funds, or the developer could provide the infrastructure through private means, including private financing, if available, but this is generally more expensive. A Property Owners Association ("POA") could be used to provide for the facilities; however, the POA does not have the ability to finance the facilities, and lacks the legal backing to effectively enforce assessments. In addition, the developer would not be able to provide long-term maintenance of any of the facilities other than through the POA.

Specifically, although both CDDs and POAs are permitted to oversee the operation and maintenance for stormwater management systems, mitigation areas, and conservation areas, the St. Johns River Water Management District (SJRWMD) takes the position that a CDD is the preferred unit because it is a perpetual local government unit that by law has the requisite assessment authority, and is only required to provide a letter to the SJRWMD that it will accept responsibility for operation and maintenance. Contrarily, a POA must submit more documentation and proof that it has the legal, financial and administrative capabilities to provide for the long term maintenance of the facility. A POA must also submit documentation that it has the power to levy taxes, has the authority and responsibility to operate and maintain the system, and may be precluded from dissolving until another entity acceptable to the SJRWMD can be found to operate the system. Therefore, none of these alternatives are preferable concepts.

30. Will the services and facilities to be provided by the proposed Ravaudage Development District be incompatible with the uses and existing local and regional facilities and services?

My opinion is that the services and facilities proposed to be provided by the District are not incompatible with the uses and existing local and regional facilities and services. Any services required of the proposed District are necessary to support new growth in the City; however, none of the proposed facilities and services currently exist in a

configuration that will support the proposed level of development.

31. Do you have an opinion as to whether the area that will be served by the proposed Ravaudage Community Development District is amenable to separate special district government?

Yes.

32. What is your opinion?

It is my opinion that the areas to be included within the proposed District are amenable to being served by a separate special district government. Because the area within the proposed District is of sufficient size, compactness and contiguity, and is economically viable, the area to be served by the proposed District is clearly amenable to separate special district governance.

33. What is the basis for your opinion?

There are two criteria to be reviewed when determining if a District is amenable to separate special district government: First, does the land area have a need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Second, is the land area of sufficient size, sufficient compactness and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the proposed CDD covers a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the proposed CDD. As described in the Petition for Establishment, the proposed District will construct and maintain certain identified needed facilities and services. Other facilities and improvements may be constructed by the proposed CDD and ultimately maintained by the City. Based on my professional experience in district management, districts of this size are large enough to effectively provide and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities. However, if later circumstances would cause the City to re-evaluate whether these lands should continue as separate special district government, the City has the option under section 190.046(4), Florida Statutes, to effectively take over the functions of any CDD.

41. Does this conclude your testimony?

Yes it does.

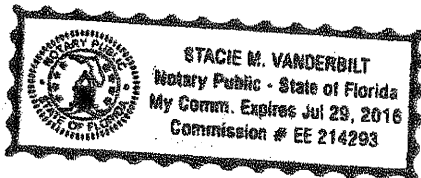
[Signature page to follow.]

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
George Flint

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 19th day of March, 2013, by
George Flint.



AFFIX NOTARY STAMP

[Signature]
Signature of Notary Public

Stacie M. Vanderbilt
Print Notary Name
My Commission Expires: July 29, 2016
Commission No.: EE 214293

☒ Personally known, or
☐ Produced Identification
Type of Identification Produced:

TAB 3
Brett Sealy
Underwriter

BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA

IN RE: PROPOSED ORDINANCE PURSUANT)
TO SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE RAVAUDAGE)
COMMUNITY DEVELOPMENT DISTRICT)
_____)

TESTIMONY OF BRETT SEALY
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Brett Sealy. My business address is 152 Lincoln Avenue, Winter Park, Florida 32789.

2. By whom are you employed and in what capacity?

I am a managing partner at MBS Capital Markets, LLC ("MBS"). Upon establishment of the proposed Ravaudage Community Development District (the "District") and the engagement of MBS to serve as underwriter, I would serve as the lead banker for MBS with respect to the District.

3. And what is the nature of your firm's business?

MBS specializes in special tax district finance. More specifically, the partners and key professionals of MBS have served as underwriter to more than 300 Florida community development districts that have issued in excess of \$10.5 billion of tax-exempt bonds in approximately 700 separate transactions.

4. What is your academic background?

I am a 1994 graduate of Rollins College with a B.S. degree in Economics.

5. Are you familiar with the proposed Ravaudage Community Development District?

I am familiar with the proposed Ravaudage Community Development District and MBS has consulted with the land owner and with representatives of the Developer regarding underwriting tax-exempt bonds to acquire and/or construct certain public infrastructure improvements for the proposed Ravaudage Community Development District.

6. **What is your opinion on using a community development district to finance the infrastructure improvements?**

It is our opinion that using a community development district to finance certain public infrastructure improvements to serve the proposed Ravaudage development is an efficient and appropriate option that we would recommend to the City of Winter Park.

7. **In your opinion is it anticipated that assessments on the property for the proposed Ravaudage Community Development District would be utilized to repay the debt incurred to provide the infrastructure?**

It is anticipated that assessments levied on the property within the boundaries of the proposed Ravaudage Community Development District would be utilized to repay the debt incurred to acquire and/or construct certain public infrastructure to serve the proposed Ravaudage Community Development District.

8. **What is your opinion on the issuance of the District's bonds; will it in any way impact the bonding capacity or the credit rating of the City?**

We are of the opinion that the issuance of the proposed Ravaudage Community Development District's bonds will not in any way impact the bonding capacity or the credit rating of the City. The disclosure document utilized in selling the proposed Ravaudage Community Development District's bonds will clearly and prominently indicate that the bonds being issued by the proposed Ravaudage Community Development District are not an obligation of the State of Florida or the City of Winter Park.

9. **In your opinion would the enabling legislation for a community development district found in Chapter 190, *Florida Statutes*, preclude the District from allowing its debt to be construed as an obligation of the City?**

We have been advised, and it is our opinion, that the enabling legislation for a community development district found in Chapter 190, *Florida Statutes*, precludes the proposed Ravaudage Community Development District from allowing its debt to be construed as an obligation of the City.

10. **Have you reviewed the plans for providing the infrastructure within the proposed District?**

We have reviewed the plans and current proposed costs for the proposed Ravaudage Community Development District. Accordingly, we are of the opinion that the proposed financing is feasible utilizing an assessment methodology which only imposes assessments on the property designed for use

within the boundaries of the proposed Ravaudage Community Development District.

11. Does this conclude your testimony?

Yes it does.

FURTHER YOUR AFFIANT SAYETH NAUGHT.



Brett Sealy

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 20th day of March, 2013,
by Brett Sealy.



AFFIX NOTARY STAMP


Signature of Notary Public

MARY JEAN DANIELSEN
Print Notary Name
My Commission Expires: 5.17.16
Commission No.: _____

☒ Personally known, or
☐ Produced Identification
Type of Identification Produced:

TAB 4
David A. Stokes
Engineer

**BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA**

IN RE: PROPOSED ORDINANCE PURSUANT)
TO SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE RAVAUDAGE)
COMMUNITY DEVELOPMENT DISTRICT)
_____)

**TESTIMONY OF DAVID A. STOKES
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

- 1. Please state your name and business address.**

My name is David A. Stokes. My business address is 431 East Horatio Avenue, Suite 260, Maitland, Florida 32751.

- 2. By whom are you employed and in what capacity?**

I am employed by Madden, Moorhead & Glunt, Inc. ("Madden") as a professional engineer.

- 3. What is the nature of Madden's business?**

Madden, Moorhead, & Glunt, Inc. is a civil engineering firm, which provides site engineering services. Madden, Moorhead, & Glunt, Inc. has been providing civil engineering services for the petitioner since 2011.

- 4. How long have you held your position at Madden?**

I have held this position since April 18, 2005.

- 5. Please describe your duties with Madden.**

I am a project manager in charge of a team of engineering professionals focusing on commercial, industrial, office and residential land development projects.

- 6. Please give your educational background, with degrees earned, major areas of study and institutions attended.**

I obtained a Bachelor of Science degree in Civil Engineering from the University of Central Florida in 2002. I have attended numerous continuing education seminars on stormwater management, engineering design, and project management.

7. **Do you have any professional licenses, registrations or certifications?**

Yes. I am a practicing Registered Professional Engineer, Florida license # 66527.

8. **Are you a member of any professional associations?**

Yes, I am a member of the West Orange Chamber of Commerce, National Association of Industrial and Office Parks, Coalition for Property Rights, and the Florida Green Building Coalition.

9. **Please summarize your previous experience as it relates to public facility design and construction.**

I have extensive experience in the design of roadways, stormwater management systems, sanitary sewer collection, pumping and transmission systems, potable water distribution systems and reclaim water distribution systems associated with public infrastructure design and construction. In my role at Madden, Moorhead, & Glunt, Inc., I have designed or supervised the design and permitting of many projects throughout Central Florida in accordance with municipal design standards.

10. **Please summarize your previous work experience relating to special districts in general.**

I have been involved with the design of the Dowden Road widening which is part of what is now referred to as the Randal Park CDD located in Orlando.

11. **Have you been involved in any developments of the type and nature contemplated within the Ravaudage Community Development District?**

Yes, I have been involved with several other projects of the type and nature contemplated within the Ravaudage Community Development District. I have been involved with numerous commercial, multifamily and office projects.

12. **Where in Florida are the special districts with which you have worked?**

The Randal Park CDD in Orlando.

13. **Are you familiar with the petition (the "Petition") filed by Benjamin Partners, Ltd. (the "Petitioner") seeking the establishment of the Ravaudage Community Development District (the "District")?**

Yes, I am. Madden, Moorhead, & Glunt, Inc. assisted the Petitioner with the preparation of several exhibits to this Petition.

14. **Are you generally familiar with the geographical area, type, and scope of development and the available services and facilities in the vicinity of the proposed District?**

Yes, I have been involved with the property since 2011. I have been to the property and am familiar with the available infrastructure services to the property. I have been the Team Leader for the ongoing design and permitting of the development along with the master stormwater management system and the roadway improvements, as well as bringing water and sewer service to the property.

15. **Did you prepare, or have others prepare under your supervision or with your assistance, any of the exhibits attached to the petition?**

Yes, I did.

16. **Which exhibits did you prepare or have others prepare under your supervision or with your assistance?**

Exhibits 1, 5, 6A, 6B, 7A and 7B attached to the Petition were prepared by, or with the assistance of, Madden, Moorhead, & Glunt, Inc.

17. **Do any of the exhibits prepared by your firm, under your supervision require any change or correction?**

No.

18. **Are Exhibits 1, 5, 6A, 6B, 7A and 7B to the Petition true and correct?**

Yes, they are correct to the best of my knowledge.

19. **In general, what do Exhibits 1, 5, 6A, 6B, 7A and 7B to the Petition demonstrate?**

Exhibit "1" is a general location map showing the position of the District with respect to the surrounding area.

Exhibit "5" is a map of the proposed District boundaries illustrating the location of existing major water trunk mains and sewer interceptors and outfalls in the immediate vicinity.

Exhibit "6A" is a timetable relating to the construction of proposed infrastructure to be constructed, installed or acquired by the District.

Exhibit "6B" is a table containing cost estimates of the infrastructure identified in the previous exhibit.

Exhibit "7A" is a map of the District showing the future general distribution, location and extent of public and private uses within the District upon completion of construction. This map is preliminary in nature and is subject to change.

Exhibit "7B" illustrates a portion of the Orange County Future Land Use Map as it applies to the area of the District.

20. What capital facilities are presently expected to be provided by the Ravaudage Community Development District?

The proposed District presently expects to construct or acquire infrastructure, facilities and services which provide water distribution and wastewater collection and transmission, public roadways, surface water management, lighting, landscaping, public parking, landscaping/parks and other recreational facilities.

21. Does this conclude your testimony?

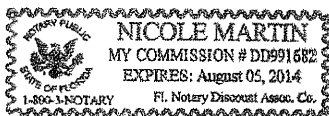
Yes, it does

FURTHER YOUR AFFIANT SAYETH NAUGHT.

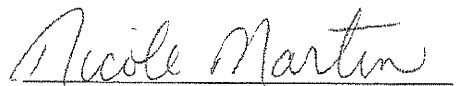

David A. Stokes

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 20th day of March, 2013, by David A. Stokes.



AFFIX NOTARY STAMP


Signature of Notary Public
Nicole Martin
Print Notary Name
My Commission Expires: 8/5/14
Commission No.: DD991682
☒ Personally known, or
☐ Produced Identification
Type of Identification Produced

**BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA**

IN RE: PROPOSED ORDINANCE PURSUANT)
TO SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE RAVAUDAGE)
COMMUNITY DEVELOPMENT DISTRICT)
_____)

**SUPPLEMENTAL TESTIMONY OF DAVID A. STOKES
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name, business address and employer.

My name is David A. Stokes. My business address is 431 East Horatio Avenue, Suite 260, Maitland, Florida 32751, and my employer is Madden, Moorhead, & Glunt, Inc. My employer's information, my experience and position with my employer, and the extent of my involvement in the Ravaudage project, are all set forth in my original testimony to which this supplement is attached.

2. What is the purpose of this supplemental testimony?

Subsequent to the submission of my original testimony, I became aware that Exhibit 7A to the Petition to Establish the Ravaudage Community Development District (the "Petition") needed to be modified in order to correct an inadvertent depiction of future development outside of the proposed boundaries of the Ravaudage Community Development District (the "District").

3. In general, what does Exhibit 7A to the Petition demonstrate?

Exhibit 7A is a map of the District showing the future general distribution, location and extent of public and private uses within the District upon completion of construction. This map is preliminary in nature and is subject to change.

4. In what way is Exhibit 7A being modified?

Exhibit 7A is being modified to delete the depiction of proposed infrastructure development outside of the boundaries of the District in the area generally northeast of the proposed District boundaries. An updated, modified version of Exhibit 7A to the Petition is attached hereto as Exhibit "A".

5. Does this modification affect the substantive information Exhibit 7A contains and that is required to be submitted as part of the Petition?

No, it does not. This modification deals only with areas outside of the proposed District boundaries, and a depiction of development in such areas was inadvertent and is not required as part of Exhibit 7A.

6. Do any of the other exhibits prepared by your firm or under your supervision, as specified in your original testimony, require any change or correction?

No.

7. Is Exhibit 7A, as modified and as attached hereto, true and correct?

Yes, it is correct to the best of my knowledge.

8. Does this conclude your supplemental testimony?

Yes, it does.

FURTHER AFFIANT SAYETH NAUGHT.



David A. Stokes

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 20th day of March, 2013, by David A. Stokes.



AFFIX NOTARY STAMP



Signature of Notary Public

Kenneth J. Garrity

Print Notary Name

My Commission Expires: OCTOBER 17, 2014

Commission No.: EE 34813

☐ Personally known, or

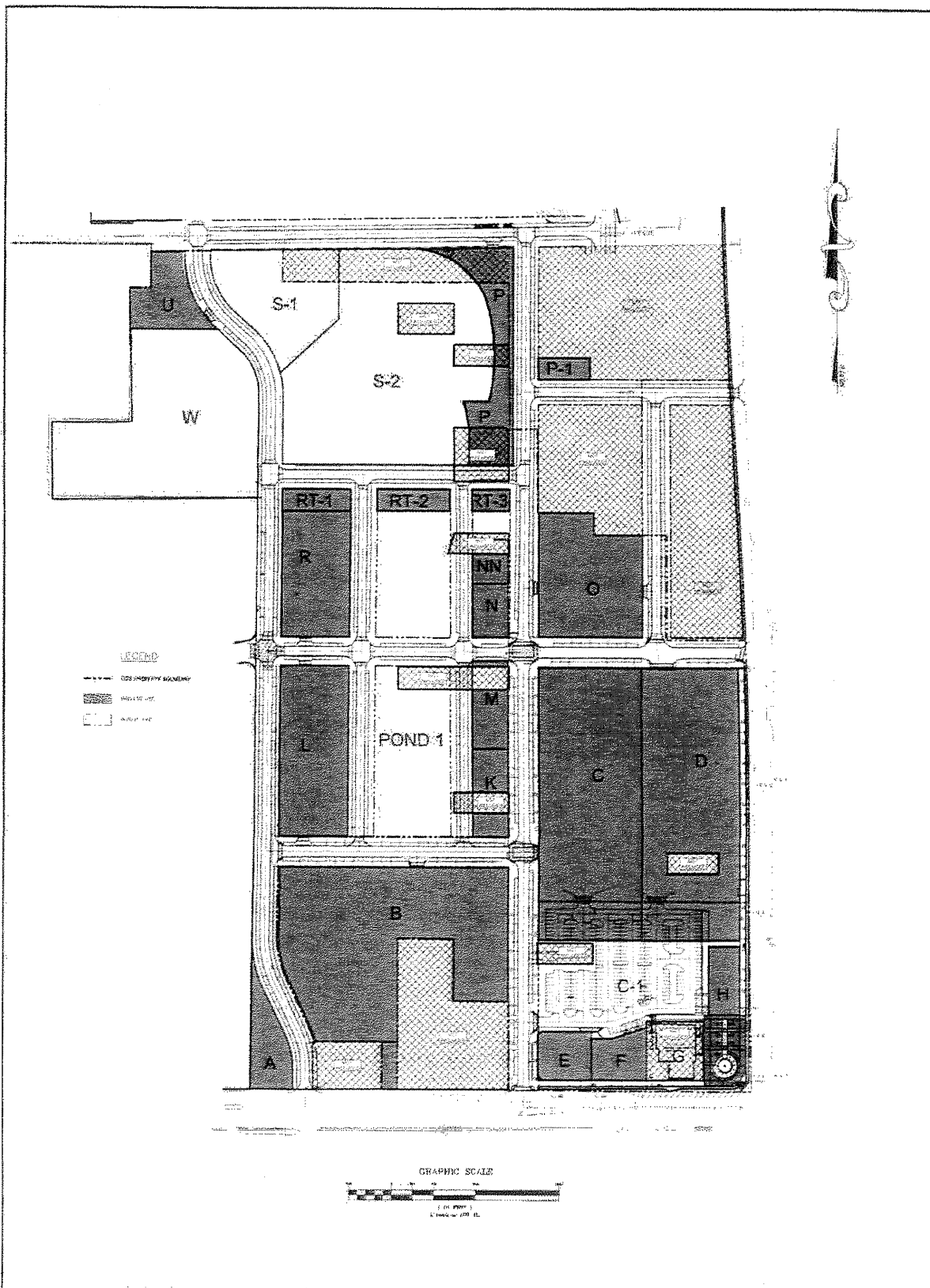
☒ Produced Identification

Type of Identification Produced

FLORIDA DRIVERS LICENSE

EXHIBIT "A" TO SUPPLEMENTAL TESTIMONY OF DAVID A. STOKES

**MODIFIED EXHIBIT 7A TO THE PETITION TO ESTABLISH THE
RAVAUDAGE CDD – PUBLIC/PRIVATE LAND USE MAP**



TAB 5
Mark I. Luke
Surveyor

**BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA**

IN RE: PROPOSED ORDINANCE PURSUANT)
TO SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE RAVAUDAGE)
COMMUNITY DEVELOPMENT DISTRICT)
_____)

**TESTIMONY OF MARK I. LUKE
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT**

- 1. Please state your name and business address.**

My name is Mark I. Luke. My business address is 165 Middle Street, Suite 1101, Lake Mary, Florida 32746.

- 2. By whom are you employed and in what capacity?**

I am the owner and Managing Member of Henrich-Luke & Swaggerty, LLC ("HLS") and work as a professional surveyor and mapper.

- 3. What is the nature of HLS' business?**

HLS is a surveying and mapping business. HLS has been providing land surveying services in the Central Florida area since 2003. HLS has been providing surveying and mapping services for the petitioner since 2004.

- 4. How long have you held your position at HLS?**

I have held this position since May 2003.

- 5. Please describe your duties with HLS.**

As the owner and surveyor and mapper in responsible charge, I perform all management and organizational responsibilities for the company. I also provide expert testimony services for land surveying matters in Central Florida.

- 6. Please give your educational background, with degrees earned, major areas of study and institutions attended.**

I obtained an Associate of Arts degree in Pre-Engineering at Seminole Community College and a Bachelor of Science degree in Business Administration with a major in Real Estate from the University of Central Florida. I have attended numerous continuing

education seminars on land surveying, legal description writing, geographic information systems and global positioning systems.

7. Do you have any professional licenses, registrations or certifications?

Yes. I am a practicing Professional Surveyor and Mapper, Florida registration # 5006.

8. Please summarize your previous experience as it relates to surveying and mapping projects of this size and nature.

I have prepared legal descriptions and exhibits for utilities service areas for the City of Orange City, Florida and Deseret Ranches Service Area in Orange County and Osceola County, Florida.

9. Have you been involved in any developments of the type and nature contemplated within the Ravaudage Community Development District?

Yes, I have been involved with several other projects of the type and nature contemplated within the Ravaudage Community Development District. I have been involved with numerous commercial, multifamily, residential and office projects.

10. Are you familiar with the petition (the "Petition") filed by Benjamin Partners, Ltd. (the "Petitioner") seeking the establishment of the Ravaudage Community Development District (the "District")?

Yes, I am. HLS assisted the Petitioner with the preparation of several exhibits to this Petition.

11. Are you generally familiar with the geographical area in the vicinity of the proposed District?

Yes, I have been involved with the property since 2003. As the responsible surveyor and mapper, I have provided boundary surveys for various properties within the proposed District, and have provided a topographic survey for engineering design and for the entire District area. HLS is currently providing surveying services for construction layout and legal description preparation for various parcels within the proposed District.

12. Did you prepare, or have others prepare under your supervision or with your assistance, any of the exhibits attached to the petition?

Yes, I did.

13. Which exhibits did you prepare or have others prepare under your supervision or with your assistance?

Exhibits 1B and 2 attached to the Petition were prepared by, or with the assistance of, HLS.

14. Do any of the exhibits prepared by your firm, under your supervision require any change or correction?

No.

15. Are Exhibits 1B and 2 to the Petition true and correct?

Yes, they are correct to the best of my knowledge.

16. In general, what do Exhibits 1B and 2 to the Petition demonstrate?


Exhibit "1B" contains a sketch and descriptions of the real property to be both included within, and excluded from, the District.

Exhibit "2" contains a list of the real property, identified by parcel identification numbers, to be excluded from the external boundaries of the District, and also provides the names and last known address of each of the owners of these excluded parcels.

17. Does this conclude your testimony?

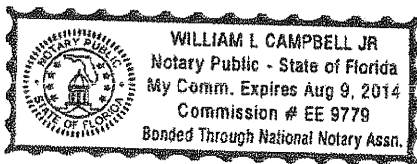
Yes, it does

FURTHER YOUR AFFIANT SAYETH NAUGHT.

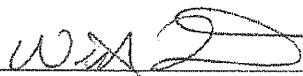

Mark I. Luke

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 21 day of March, 2013, by Mark I. Luke.



AFFIX NOTARY STAMP


Signature of Notary Public
William L Campbell Jr
Print Notary Name
My Commission Expires: 8-9-2014
Commission No.: EE 9779
☒ Personally known, or
☐ Produced Identification
Type of Identification Produced

ORDINANCE NO. _____-13

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING PETITION OF BENJAMIN PARTNERS, LTD.; ESTABLISHING AND NAMING THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING AND PROVIDING THE EXTERNAL BOUNDARIES, THE FUNCTIONS AND THE POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage services for community development; and

WHEREAS, Benjamin Partners, Ltd. ("Petitioner"), having obtained written consent to the establishment of the Ravaudage Park Community Development District (the "District") by the owners of 100 percent of the real property to be included in the District, petitioned the City Commission of the City of Winter Park (the "City") to enact an ordinance establishing the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Petitioner is a Florida limited partnership authorized to conduct business in the State of Florida, and Petitioner's principal place of business is 558 W. New England Avenue, Winter Park, Florida 32789; and

WHEREAS, a public hearing has been conducted by the City on April 8, 2013 at the Winter Park City Hall in accordance with the requirements and procedures of Section 190.005(1)(d) and (2)(b), Florida Statutes, and the applicable requirements and procedures of the City's Charter and Code of Ordinances; all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

WHEREAS, upon consideration of the Petition, the record and hearing, the City determined that the statements within the Petition were true and correct, that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City's comprehensive plan, that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for delivering community development services and facilities to the area served by the District, that the community development services and facilities of

the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, establishment of the District satisfies the requirements of Chapter 190, Florida Statutes, and will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described, thereby providing a solution to the City's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the City and its taxpayers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

SECTION 2. FINDINGS. The foregoing recitals and findings are true and correct and are incorporated herein, adopted, and made a part hereof.

SECTION 3. GRANT OF PETITION. The Petition to establish the Ravaudage Community Development District, a copy of which is attached hereto as Exhibit "A" and incorporated herein, over the real property described in Exhibit "B" attached hereto, is hereby granted; said Petition having been initially filed by Petitioner with the Office of the City Clerk on February 25, 2013 and a revised version re-filed on March 28, 2013.

SECTION 4. DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated Winter Park, Florida, which District shall be known as the "Ravaudage Community Development District."

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit "B" attached hereto. The District, overall, contains 45.8 acres, more or less.

SECTION 6. FUNCTIONS AND POWERS. The functions and powers of the District are described as the general powers in Section 190.011, and as the special powers in Section 190.012(1), Section 190.012(2)(a) and Section 190.012(2)(d), Florida Statutes, and such special powers and related statutory provisions are more fully set forth in Exhibit "C" attached hereto and incorporated herein.

SECTION 7. EMINENT DOMAIN; EXCLUDED PARCELS. Notwithstanding anything contained herein, the District, in accordance with Section 190.011(11), Florida Statutes, shall not exercise the power of eminent domain over the real property designated as the "Excluded Parcels" within Exhibit 2 of the Petition attached hereto without prior approval by resolution of the City.

SECTION 8. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows:

<u>Name</u>	<u>Address</u>
a) Daniel B. Bellows	P.O. Box 350 Winter Park, Florida 32790-0350
b) Robert P. Saltsman	P.O. Box 2146 Winter Park, Florida 32790-2146
c) Patrick J. Knight	1900 E. Adams Drive Maitland, Florida 32751
d) Javier Omana	1027 Stetson Street Orlando, Florida 32804
e) Glen S. Jaffee	391 W. Trotters Drive Maitland, Florida 32751

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 9. OBLIGATIONS OF DISTRICT. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation or burden of the City.

SECTION 10. SEVERABILITY. If any provision of this Ordinance is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

PASSED and ENACTED this _____ day of _____, 2013.

CITY OF WINTER PARK, FLORIDA

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

EXHIBIT "A"

PETITION

EXHIBIT "B"

LEGAL DESCRIPTION OF DISTRICT BOUNDARIES

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PART OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH 01°40'06"W 30.01 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE CENTERLINE OF BENNETT AVENUE; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°40'06"W ALONG THE CENTERLINE OF AFORESAID BENNETT AVENUE A DISTANCE OF 100.96 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF BENNETT AVENUE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK "O", HOME ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 90°00'00"E A DISTANCE OF 143.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 00°22'31"E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 12.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK "O", OF SAID HOME ACRES; THENCE N 90°00'00"E ALONG THE NORTH LINE OF SAID LOT 14, THE NORTH LINE OF LOT 6, BLOCK "P", AND THE NORTH LINE OF LOT 11, BLOCK "P", SAID HOME ACRES, A DISTANCE OF 431.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK "P", SAID POINT LYING ON THE WEST LINE OF LEWIS DRIVE; THENCE S 00°05'24"W ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE INTERSECTION OF SAID WEST LINE OF LEWIS DRIVE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 10, BLOCK "K", SAID HOME ACRES, THENCE, THENCE N 90°00'00"E ALONG SAID WESTERLY EXTENSION A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK "K", SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF AFORESAID LEWIS DRIVE; THENCE S 00°05'24"W ALONG THE EAST RIGHT OF WAY LINE OF LEWIS DRIVE A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK K; THENCE N 90°00'00"E ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK K; THENCE S 00°05'24"W ALONG THE WEST LINE OF SAID LOT 15 A DISTANCE OF 50.00 FEET; THENCE N 90°00'00"E ALONG THE SOUTH LINE OF SAID LOT 15 AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 182.50 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE; THENCE S 00°05'24"W ALONG SAID EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF GLENDON PARKWAY AS IT NOW EXISTS; THENCE N 90°00'00"E

ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 187.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ORLANDO AVENUE (STATE ROAD 15 & 600); SAID POINT BEING A POINT ON A CURVE HAVING A RADIUS OF 5676.65 FEET, A CENTRAL ANGLE OF 02°43'16" AND A CHORD THAT BEARS S 01°16'50"E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 269.61 FEET TO THE POINT OF TANGENCY; THENCE RUN S 00°04'48"W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 803.10 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF LEE ROAD; (STATE ROAD NO. 438); THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S 67°42'20"W, 36.68 FEET; S 89°45'12"W, 124.55 FEET; S 81°01'12"W, 34.71 FEET; N 00°04'22"W, 11.27 FEET; S 89°45'12"W, 385.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LEWIS DRIVE; THENCE N 00°04'22"W ALONG SAID RIGHT OF WAY OF LEWIS DRIVE A DISTANCE OF 213.88 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK C, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF SAID LOT 7 TO THE NORTHWEST CORNER OF LOT 7; THENCE N 00°04'22"W ALONG THE EAST LINE OF LOTS 15, 16 AND 17, BLOCK C, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOT 15 A DISTANCE OF 132.50 FEET TO THE EAST RIGHT OF WAY LINE OF LOREN AVENUE; THENCE S 00°04'22" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 365.02 FEET TO A POINT ON AFORESAID LEE ROAD; THENCE S 89°45'12"W ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID LOREN AVENUE; THENCE N 00°04'22"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.23 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK D, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOTS 3, 4 AND 5, BLOCK D, A DISTANCE OF 153.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S 00°04'22"E ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 115.56 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY LINE OF LEE ROAD; THENCE S 89°45'12"W, 155.50 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF LEE ROAD AND THE WEST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1,534 FEET MORE OR LESS; TO THE NORTHEAST CORNER OF PARK GREEN; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 90, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 89°58'47"W A DISTANCE OF 491.91 FEET; THENCE N 00°07'54"E A DISTANCE OF 186.84 FEET; THENCE S 89°56'22"E A DISTANCE OF 191.75 FEET; THENCE N 00°07'54"E A DISTANCE OF 320.55 FEET; THENCE N 89°53'51"E A DISTANCE OF 49.46 FEET; THENCE N 00°12'06"E A DISTANCE OF 103.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF AFORESAID MONROE AVENUE; THENCE N 90°00'00"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 295.57 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

LOT 15, BLOCK "B, HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 10, 11 AND 17, BLOCK "F", AND VACATED RIGHT OF WAY NORTH OF LOTS 10 AND 11, AND EAST OF LOT 11; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 1, BLOCK "H", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 11, 12 AND 16, BLOCK "L", AND VACATED RIGHT OF WAY EAST OF LOT 16, BLOCK "L"; AND THE NORTH 1/2 OF LOT 13, BLOCK "L", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 14, THE NORTH 25 FEET OF LOT 4, THE SOUTH 37.5 FEET OF LOT 5, AND THE SOUTH 16.67 FEET OF LOT 13, BLOCK "P"; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS:

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 438 (LEE ROAD), AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 75190-2502, SHEET 34 OF 42; THENCE RUN N.00°04'22"W. ALONG SAID WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, A DISTANCE OF 21.00 FEET FOR A POINT OF BEGINNING; THENCE RUN N.00°04'22"W. DISTANCE OF 143.39 FEET; THENCE RUN N.89°45'12"E. A DISTANCE OF 137.00 FEET; THENCE S.00°04'22"E. A DISTANCE OF 143.39 FEET; THENCE RUN S.89°45'12"W. A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED PROPERTY CONTAINS 45.8 ACRES MORE OR LESS.

EXHIBIT “C”

STATUTORY PROVISIONS RELATING TO SPECIAL POWERS

SECTIONS 190.012(1), 190.012(2)(a) and 190.012(2)(d) – SPECIAL POWERS; PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES.

“The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

(a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.

(b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

(c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d)

1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility’s tariff on file with the Public Service Commission and may finance the required contribution.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 or s. 380.061 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(b) ...

(c) ...

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.

(e) ...

(f) ..."

ALL AS SET FORTH IN SECTION 190.012, FLORIDA STATUTES (2012).



city commission public hearing

item type	Public Hearing	meeting date	April 8, 2013
prepared by department division	Cindy Bonham City Clerk	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		final vote

subject

Election Qualification and City Clerk's Certification

motion | recommendation

Motion to accept the ordinance on first reading.

summary

This ordinance further clarifies Chapter 42, Elections. City Clerk Bonham has worked with City Attorney Katie Reischmann and agrees with the content of this ordinance.

board comments

N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 42-1, DEFINITIONS, AND 42-7, QUALIFICATION OF CANDIDATES AND CLERK'S CERTIFICATION, OF CHAPTER 42, ELECTIONS, TO ADD DEFINITIONS FOR "QUALIFICATION DEADLINE", "QUALIFICATION DOCUMENTS", AND "QUALIFICATION PERIOD", AND TO CLARIFY QUALIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, fundamental to our system of government is the principle that the right to be a candidate for public office is a valuable one and no one should be denied this right unless the Constitution or an applicable valid law expressly provides that the person is ineligible; and

WHEREAS, the Florida Supreme Court has ruled that the people should have the opportunity to select their public officers from a multiple choice of candidates, and widening the field of candidates is the rule, not the exception, in Florida; and

WHEREAS, unreasonable or unnecessary restraints on the election process are prohibited; and

WHEREAS, courts have held that qualification procedures must serve reasonable or legitimate state interests to protect the integrity of the election process and the purity of the ballot; and

WHEREAS, the City Commission desires to ensure all candidates are fully apprised of requirements and deadlines for qualifying for the office of City Commissioner, in order to promote participation by as many qualified candidates as possible; and

WHEREAS, Section 3.02 of the Charter of the City of Winter Park provides that the means and methods for qualification of candidates for election to the City Commission and for the Office of Mayor will be prescribed by the Commission by ordinance; and

WHEREAS, the City Commission has studied the question and finds that it is desirable to further clarify the Elections Section of Chapter 42 of the Municipal Code of Ordinances, to make the qualification process even more accessible; and

WHEREAS, words with blue text shall constitute additions to the original text and red strike through text shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Recitals. The foregoing recitals are hereby adopted and confirmed.

Section 2. Section 42-1, Definitions, of Chapter 42, Elections, is hereby amended by adding definitions entitled “Qualification Deadline”, “Qualification Documents”, and “Qualification Period” as follows:

* * *

Qualification Deadline means no later than noon of the 35th day prior to the date of the primary election or special primary election date in the year of such election. If the 35th day prior to the date of the primary election or special primary election date is a legal holiday as defined by the City, or under the law of the State of Florida, then the Qualification Deadline shall mean no later than noon of the first business day following the 35th day prior to the date of the primary election or special primary election date in the year of such election. The noon Qualification Deadline shall be treated as a jurisdictional deadline, which means that all Qualification Documents and matters required in order to qualify for office shall be properly completed and filed with the City Clerk by such deadline without exception. The jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the City Clerk before the Qualification Deadline, are incorporated by reference each time the term “Qualification Deadline” is used in this Chapter.

Qualification Documents means all documents required by the Florida Election Code, Chapters 97 through 106, and this Chapter.

Qualification Period means between noon of the 42nd day prior to the date of the primary election or special primary election and noon of the 35th day prior to the date of the primary election or special primary election date in the year of such election. In the event the first day of qualifying falls on a legal holiday as defined by the City, or under the law of the State of Florida, then the first day of qualifying will begin on the next subsequent business day following that 42nd day. If the first day of qualifying is advanced one day, the Qualifying Period will be adjusted by likewise extending the Qualification Deadline for one day. The beginning and ending times and dates of the Qualification Period shall be treated as jurisdictional, which means that all Qualification Documents and matters required in order to qualify for office must be properly completed and filed with the City Clerk by the Qualification Deadline, as that term is defined in this section. The

jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the City Clerk before the Qualification Deadline, are incorporated by reference each time the term “Qualification Period” is used in this Section.

* * *

Section 3. Section 42-7, Qualification of candidates and Clerk’s certification, of Chapter 42, Elections, is hereby amended to read as follows:

- (a) In order for the name of any candidate to be printed on the ballot of any election, such candidate must ~~do the following:~~

~~(1)~~

~~File~~ file with the city clerk, during the Qualification Period, which is no later than noon of the 35th day and no earlier than noon of the 42nd day prior to the date of the primary election or special primary election date in the year of such election, ~~completed an application~~ Qualification Documents, in order to have his or her name printed on the ballot. This requirement may be changed by resolution of the city commission for special elections. ~~In the event that the last day of the period prescribed herein falls on a weekend or a city holiday, the period will be extended to noon of the next subsequent work day.~~ The Qualification Documents must include all documents required to be filed under the election code, Chapters 97 to 106, of the Florida Statutes, and those required by the City, including, but not limited to, the following:

1. Form DS-DE9, Appointment of Campaign Treasurer and Designation of Campaign Depository. This form must be on file with the City Clerk before the candidate opens the campaign account;
2. Form DS-DE84, Statement of Candidate;
3. Petitions signed by not less than 25 registered voters of the city;

~~(2) — Have such application endorsed by not less than 25 registered voters of the city; and~~

~~(3) — Swear to and subscribe to the following oath of affirmation:~~

4. Form DS-DE25, Candidate Oath – Nonpartisan Office;
5. City of Winter Park candidate oath:

State of Florida
County of Orange

Before me, an officer authorized to administer oaths, personally appeared _____ to me well known, who, being sworn, says that he/she is a candidate for the office of _____; that he/she is a qualified elector of the City of Winter Park, Orange County, Florida; ~~that he/she is qualified under the constitution and the laws of Florida to hold the office to which he desires to be nominated or elected; that he has taken the oath required by F.S. §§ 876.05—876.10;~~ that he/she has not violated any of the laws of the state relating to elections or the registration of electors; ~~that he has qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with that of the office he seeks; that he has resigned from any office from which he is required to resign pursuant to F.S. § 99.012; and that he has submitted a sworn statement of contributions and expenditures, if any, incurred prior to the time of qualifying and since the last preceding general election.~~

	_____ (Signature of candidate)
	_____ (Address)
Sworn to and subscribed before me this _____ day of _____/_____/_____, 19_____, at Orange County, Florida.	
-	_____ (Signature and title of officer administering oath)

(4)

6. ~~File with the city clerk a~~ A financial disclosure statement as provided for in F.S. § 112.311 et seq., as amended from time to time; and

7. The election assessment required by F.S. § 99.093, as amended from time to time, drawn upon the candidate's campaign account.

- (b) It shall be the duty of the candidate to comply with the provisions of this section. The city clerk shall, nevertheless, notify each candidate in writing not more than five working days and not less than two working days after the requisite Qualification Documents have ~~application has~~ been filed, of any defect or deficiency in the Qualification Documents ~~application~~. Corrections or additions may be made any time prior to the ~~close of the~~ Qualification Deadline ~~term~~, but

not thereafter. The City Clerk has no duty to notify candidates of deficiencies in Qualification Documents that are filed less than two (2) working days before the Qualification Deadline. It is of paramount importance that each person seeking to qualify for placement on the ballot understands their responsibility to file proper Qualification Documents, regardless of whether or not the City Clerk points out deficiencies in a timely or accurate manner. In all cases, a defect or deficiency in the Qualification Documents may be grounds for disqualification in accordance with Florida law regardless of whether the City Clerk has timely pointed out such defect or deficiency.

- (c) The City Clerk is authorized to enforce the Qualification Deadline, and all filing requirements set forth in this section, under state law, and pertinent Florida Division of Elections opinions. There will be no exceptions to the requirement that all matters be properly completed and filed during the Qualification Period and before the Qualification Deadline, in order for all interested citizens to have an equal and fair opportunity to qualify to have their names placed on the ballot.

Section 4. Incorporation Into Code. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 7. Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

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

Mayor Kenneth Bradley

Attest:

Cynthia Bonham, City Clerk

G:\docs\Cities\Winter Park\Ordinances and Resolutions General\Elections\Elections qualifying 3-5-13 CLEAN.docx



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

March 18, 2013

Ms. Cynthia S. Bonham
City Clerk, City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

RE: DE 13-04 Candidate Qualifying; Qualifying Fees;
Election Assessment – check drawn upon campaign
account -- §§ 100.3605, 99.093 and 99.061, Florida
Statutes

Dear Clerk Bonham:

This letter responds to a request for an advisory opinion submitted by the City Attorney on your behalf. You are the City Clerk for the City of Winter Park and serve as the filing officer for municipal candidates submitting qualification paperwork for the Winter Park municipal elections; therefore, the Division has the authority to issue you an opinion pursuant to section 106.23(2), Florida Statutes (2012).

Your attorney states that you recently instructed a candidate for City Commission that the election assessment must be paid with a check drawn upon the candidate's campaign account. Your attorney essentially posed the following question:

Must municipal candidates pay the election assessment required in section 99.093, Florida Statutes (2012), with a check drawn upon that candidate's campaign account in order for the City Clerk to qualify the candidate?

The short answer is "Yes" to the extent that an applicable special act, charter, or ordinance provision affecting the municipality does not provide otherwise.

ANALYSIS

Section 100.3605(1), Florida Statutes (2012), provides, "The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision." Your attorney states that no applicable special act, charter, or ordinance provision exists for Winter Park. If this is correct, the candidate qualifying



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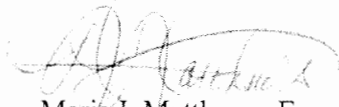


requirements in section 99.061 governs your municipal candidate qualifying.¹ Unless the municipal candidate files an oath of undue burden regarding the payment of the election assessment, the Election Code requires each candidate to pay at the time of qualifying a municipal election assessment equal to 1% of the annual salary of the office sought.² The election assessment is part of the qualifying fee that each candidate must pay at the time of filing his or her qualifying papers.³ In order to qualify as a candidate, the Election Code expressly mandates that the candidate must pay the qualifying fee with a "check drawn upon the candidate's campaign account."⁴ Therefore, in the absence of a special act, charter or ordinance provision providing otherwise, a municipal candidate, in order to qualify for the office sought, must pay the election assessment required by section 99.093 with a check drawn upon the candidate's campaign account. If the candidate fails to pay with a check drawn upon the candidate's campaign account, then the filing officer should not qualify the candidate.⁵

SUMMARY

In the absence of an applicable special act, charter, or ordinance provision providing otherwise, a municipal candidate, in order to qualify, must pay the election assessment required by section 99.093, Florida Statutes (2012), with a check drawn upon the candidate's campaign account.

Respectfully,



Maria I. Matthews, Esq.
Director, Division of Elections

cc: Usher L. Brown, Esq., City Attorney, City of Winter Park

¹ This opinion is necessarily limited to the application of the Florida Election Code and does not analyze applicable special acts or provisions of local law that may apply or opine as to the application of any such laws to your situation. The Division has no authority to interpret those provisions. Therefore, this opinion applies only to the extent a special act or local law does not provide otherwise.

² § 99.093, Fla. Stat. (2012).

³ § 99.092, Fla. Stat. (2012).

⁴ § 99.061(7)(a)1., Fla. Stat. (2012).

⁵ See *Weeks v. Detzner*, No. 2012-CA-1858, at 5 (Fla. 2nd Jud. Cir. Aug. 7, 2012) (order granting summary judgment)(upholding the Secretary of State's determination that a candidate did not qualify because he did not submit a properly executed check drawn upon the candidate's campaign account). It is worth noting that a filing officer's function is ministerial and as such, the officer lacks authority to determine the truth or accuracy of the contents of qualifying papers. See *id.*; § 99.061(7)(c), Fla. Stat.; see also e.g., *State ex rel. Shevin v. Stone*, 279 So. 2d 17 (Fla. 1973); *Division of Elections Opinion* 78-30 (Aug. 3, 1978); see also e.g., *Division of Elections Opinion* 09-05 (Jul. 15, 2009) (analyzing qualifying officer's duty and collecting cases and opinions).



city commission public hearing

item type	Public Hearing	meeting date	April 8, 2013
prepared by department division	Wes Hamil, Finance Director Finance	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval		<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

subject

Semiannual update to Fee Schedule

motion | recommendation

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

summary

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

board comments

Adjustments to Parks fees were approved by the Parks and Recreation Board

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective May 1, 2013**

	Current Fee	Proposed Fee
Planning:		
Appeal decision of Historic Preservation Board	new fee	100.00
This fee is estimated to have an impact of less than \$500 on an annual basis		
Utility Service Fees:		
<u>Cut on/off fee:</u>		
New service	28.00	28.70
New service - after 4:30 p.m.	38.00	86.00
Broken Lock	15.00	18.00
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	15.00	28.70
Emergency cut on/off - after 4:30 p.m.	38.00	86.00
Trip charge	15.00	28.70
Non-payment – up to 4:30 p.m.	40.00	43.00
Non-payment - after 4:30 p.m.	55.00	86.00
Broken/damaged curb stop valve replacement fee	new fee	86.00
Metering tampering fee	new fee	75.00
 Meter and service installation:		
Inside City:		
5/8 inch * 3/4 inch meter	689.00	718.75
1 inch meter	741.00	776.78
1 1/2 inch meter	1,420.00	1,628.30
2 inch meter	1,540.00	1,761.09
Outside City:		
5/8 inch * 3/4 inch meter	861.00	898.44
1 inch meter	926.00	970.97
1 1/2 inch meter	1,775.00	2,035.37
2 inch meter	1,925.00	2,201.36
 Field testing meter:		
5/8 inch * 3/4 inch meter	26.50	28.70
 Bench testing meters (outside service - contracted):		
5/8 inch * 3/4 inch meter	41.00	60.50
1 inch meter	53.00	60.50
1 1/2 inch meter	67.00	201.50
2 inch meter	82.00	211.70
 Bench testing meters (performed by staff):		
5/8 inch * 3/4 inch meter	39.75	57.40
1 inch meter	39.75	57.40
1 1/2 inch meter	53.00	71.75
2 inch meter	53.00	71.75
 Fire Installation Fees (inside city):		
1 inch fire line	478.00	483.00
2 inch fire line	878.00	1,195.00
 Fire Installation Fees (outside city):		
1 inch fire line	598.00	604.00
2 inch fire line	1,098.00	1,493.00
 Meter Relocation Fee (inside city):		
5/8 inch * 3/4 inch	493.00	483.00
1 inch	495.00	483.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective May 1, 2013**

	Current Fee	Proposed Fee
1 1/2 - 2 inch	967.00	1,195.00
Meter Relocation Fee (outside city):		
5/8 inch * 3/4 inch	616.00	604.00
1 inch	619.00	604.00
1 1/2 - 2 inch	1,209.00	1,493.00
Hourly charges for employees and equipment in Utilities Services (regular rates, per hour):		
Deputy Assitant Director	49.55	59.42
Assistant Division Chief	44.95	46.62
Field Supervisor	36.26	37.57
Equipment Operator	26.37	28.01
Foreman/Crew Leader	29.25	31.08
Utility Service Worker	21.94	25.13
Locator	23.70	26.62
Hourly charges for employees and equipment in Utilities Services (overtime rates, per hour):		
Deputy Assitant Director	74.33	89.13
Assistant Division Chief	67.41	69.93
Field Supervisor	54.39	56.36
Equipment Operator	39.56	42.02
Foreman/Crew Leader	43.88	46.62
Utility Service Worker	32.91	37.70
Locator	35.26	39.93
Hourly charges for employees and equipment in Utilities Services (holiday rates, per hour):		
Deputy Assitant Director	99.10	118.84
Assistant Division Chief	89.90	93.24
Field Supervisor	72.52	75.14
Equipment Operator	52.74	56.02
Foreman/Crew Leader	58.50	62.16
Utility Service Worker	43.88	50.26
Locator	47.40	53.24
Line Stop Fees (with contractor or owner support, inside city):		
4", single	1,232.00	1,388.00
4", double	2,101.00	2,353.00
6", single	1,484.00	1,662.00
6", double	2,633.00	3,160.00
8", single	2,013.00	2,255.00
8", double	3,502.00	3,922.00
10", single	2,423.00	2,714.00
10", double	4,078.00	4,567.00
12", single	2,851.00	3,193.00
12", double	4,945.00	5,538.00
Line Stop Fees (with no support from contractor or owner, inside city):		
4", single	1,873.00	2,098.00
4", double	3,271.00	3,664.00
6", single	2,068.00	2,316.00
6", double	3,617.00	4,051.00
8", single	2,412.00	2,701.00
8", double	4,125.00	4,620.00
10", single	2,986.00	3,344.00
10", double	4,756.00	5,327.00
12", single	3,510.00	3,931.00
12", double	5,928.00	6,639.00
Line Stop Fees (with contractor or owner support, outside city):		
4", single	1,540.00	1,725.00
4", double	2,626.00	2,941.00
6", single	1,855.00	3,678.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective May 1, 2013**

	Current Fee	Proposed Fee
6", double	3,291.00	3,686.00
8", single	2,516.00	2,818.00
8", double	4,378.00	4,903.00
10", single	3,029.00	3,392.00
10", double	5,098.00	5,710.00
12", single	3,564.00	3,992.00
12", double	6,181.00	6,923.00
Line Stop Fees (with no support from contractor or owner, outside city):		
4", single	2,341.00	2,622.00
4", double	4,089.00	4,580.00
6", single	2,585.00	2,895.00
6", double	4,522.00	5,065.00
8", single	3,015.00	3,377.00
8", double	5,156.00	5,775.00
10", single	3,733.00	4,181.00
10", double	5,845.00	6,546.00
12", single	4,388.00	4,915.00
12", double	7,410.00	8,299.00
The above changes to Utility Service Fees are estimated to have an impact of less than \$10,000 on an annual basis		
Water and Wastewater:		
Industrial waste fees:		
Re-inspection fee for grease traps	new fee	40.00
Hauler registration fee	new fee	40.00
The above changes to Industrial Waste fees are estimated to have an impact of less than \$5,000 on an annual basis		
Parks:		
Men's basketball league team fee	new fee	300.00
After school program:		
Teen summer camp program (completed grades 5 - 8, per week):		
Resident	35.00	40.00
Residents qualifying for free/reduced lunch programs:		
Each additional child	20.00	15.00
Non-resident	55.00	65.00
Summer camp program (completed grades K-4, per week):		
Resident:		
1st child in family	60.00	65.00
Non-resident	80.00	85.00
Residents qualifying for reduced lunch, 1st child	10.00	15.00
Residents qualifying for reduced lunch, each additional child	5.00	10.00
School's Out Program:		
Resident, per day	8.00	10.00
Non-resident, per day	12.00	15.00
After school participant	8.00	5.00
Holiday Camps:		
Fall Camp – 3 days:		
Resident	20.00	25.00
Non-resident	30.00	35.00
After School Participant	20.00	15.00
Spring break camp:		
Resident, per day	30.00	60.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective May 1, 2013**

	Current Fee	Proposed Fee
Non-resident, per day	40.00	85.00
Winter Holiday Camp – two 2 day sessions:		
Resident, each 2 day session	25.00	20.00
Non-resident, each 2 day session	35.00	25.00
After School Participant, each 2 day session	25.00	10.00
Family Pool Pass – (residents, up to 5 family members per pass)	55.00	150.00
Family Pool Pass – (non-residents, up to 5 family members per pass)	80.00	225.00
Family Pool Pass – (CRA residents, up to 5 family members per pass)	55.00	105.00
Lap Swim Pass – (CRA resident)	35.00	30.00
Fitness/Weight Room:		
Annual Pass:		
Resident	80.00	85.00
Non-resident	150.00	160.00
CRA area resident	55.00	60.00
City employee	55.00	60.00
Monthly Pass:		
Resident	12.00	15.00
Non-resident	24.00	25.00
CRA area resident	7.00	10.00
City employee	7.00	10.00
Cemetery Fees:		
Cremation space	new fee	550.00
Community Center:		
One time user - early set up fee	new fee	150.00
Farmers' Market:		
Weekday all day rental rate	1,000.00	1,200.00
Rental of entire building 6:00 - midnight, Fri. and Sat. (set time 4:00 pm - 6:00 pm)	1,100.00	1,300.00
Central Park Rose Garden Wedding	250.00	200.00
Kraft Azalea Garden - Exedra area wedding	150.00	200.00
Special event application fee	new fee	50.00
Tent 10' x 10'	60.00	50.00
Tent 10' x 10' Fire Rated 701	new fee	80.00

The above changes to Parks fees are estimated to have an impact of \$5,000 to \$10,000 on an annual basis

CITY OF WINTER PARK



FEE SCHEDULE

Effective May 1, 2013

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

Effective: May 1, 2013

ADMINISTRATIVE FEES:

FINANCE FEES:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PLANNING FEES:

LAND DEVELOPMENT FEES:

Application Fee Schedule:

Annexations	500.00 (M)
Annexations requiring citywide notice	500.00, plus actual cost of notice (M)
Appeals.....	500.00 (M)
Appeals of decisions made by Historic Preservation Board	100.00 (M)
Comprehensive Plan amendments and rezoning:	
Less than one acre (1,500 ft. notice)	1,000.00 (M)
More than one acre (city-wide notice).....	6,000.00 (M)
Conditional use (including extensions/re-establishments):	
(applications with 500 ft notice)	500.00 (M)
(applications with 1,500 ft notice)	1,000.00 (M)
(applications requiring quarter page ad)	1,000 (M)
(applications with city-wide notice)	6,000.00 (C)
Development Review Committee Application Fees:	
Concept or preliminary plan	300.00 (M)
Final plan submittal.....	500.00 (M)
Revision to plan previously reviewed.....	200.00 (M)
Interpretations by Code Enforcement.....	200.00 (M)
Lakefront site plan reviews:	
Residential construction.....	150.00 (M)
Commercial or multi-family construction	250.00 (M)
Plan storage fees:	
Plan storage fee for approved building plans not retrieved by applicant:	
Up to six months following approval date	No charge
After six months.....	\$5 per day
After nine months	Return all but one plan to applicant or continue charge (at option of the City)
Street abandonments	250.00 (M)
Subdivision:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Lot consolidations:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Subdivisions with road improvements	1,000.00 (M)
Variances:	
Single family residential	200.00 (M)
Multi-family and commercial	400.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

LAND DEVELOPMENT FEES (continued):

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

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

BUILDING AND CODE ENFORCEMENT FEES

Application and Permit Fees:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Application and Permit Fees (continued):

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

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

Minimum to \$1,000 in valuation *	\$30.00 (C)
Over \$1,000 in valuation *	0.9% [#] of valuation plus \$30.00 ** (C)
Plans review fee for valuations over \$4,000, except permits not requiring plan review	1/2 of building/LDC permit fee ^{##} (C)
Plan review fee for revisions.....	25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required, reduction allowed for minor revisions on each page)	
Inspector training	0.04% of valuation (C)
Affordable Housing fee	\$0.50 per sq. ft. (C)
of new or remodeled floor area, excludes areas of garages, carports, cabanas, storage sheds, churches, tax exempt non-profit organizations, nursing homes and assisted living facilities.	
Roofing permits	0.5% of valuation plus \$30.00** (C)
Inspection fee for other City Departments	40.00/inspection (C)
State Fee (new or remodeled floor area).....	3% of permit amount or \$4 minimum (S)
Transfer of permit to new contractor or applicant	50.00 (C)
Reinstatement of expired permit (if approved)	100.00 (C)
Extension of building permits.....	25.00 (C)
Pool fence violation inspection	100.00 (C)
Stop work order inspection fee	50.00 (C)
Site development permit (when allowed):	
Minimum fee	100.00 (C)
(or .2% of valuation, if higher)**	
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)***	1.00 (C)

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

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

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

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

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

Excavation/Landfill Permit Fees:

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

Exterior Examination Application Fee:

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

Competency Card Fees:

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

Demolition Permits (expires within 30 days):

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

Electrical Permit Fees:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Gas Permit Fees:

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

Building Moving Permits:

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

Issuance of Temporary Certificate of Occupancy:

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

Mechanical Permit Fees:

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

Plumbing Permit Fees:

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

Reinspection fee:

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

Vacuum Breakers or Backflow Prevention Devices:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

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

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

Well Permit Fees:

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

Landscaping Fees:

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

Tree Removal Permits:

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

OTHER CHARGES:

Appeals of Building Code heard by Board of Adjustment & Appeals.....	100.00 (C)
Address change and /or additional requests (commercial and residential):	
Processing Fee for 1 address (all requests – approved or denied)	15.00 (C)
Processing Fee per address for additional addresses	
(all requests – approved or denied)	5.00 (C)
Letter of Reciprocity for contractors	15.00 (C)
Off-site advertising sign permit	50.00 (C)
Annual outdoor advertising sign permit (per sign)	50.00 (C)
Street name petitions (per application)	300.00 (C)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:	
20" high by 9" wide panel	804.00 (C)
20" high by 18" wide panel	1,608.00 (C)
40" high by 18" wide panel	3,216.00 (C)
60" high by 18" wide panel	4,824.00 (C)
Administrative charge for having overgrown properties mowed,	
cleaned or cleared of debris, hazardous trees or other unsightly articles	150.00 (C)
Administrative charge for repeated mowing or clearing of properties	300.00 (C)
Research charge for release of lien and similar code enforcement	
research requests (hourly charge)	25.00 (C)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PUBLICATIONS:

Code books:

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

Maps:

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

Retrieval and research of plans and documents in storage

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

Listings:

Business Listings:*

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

<p>* The above orders will include a \$50.00 per hour labor/computer charge; 15 minimum (\$12.50). Orders will be taken with a three to four day turn around time.</p>
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<p>** Labels will not be provided, but the listing will be printed in a copy ready format to reproduce on a label readily available for purchase by the requestor at any office supply retailer.</p>
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PUBLIC WORKS FEES

Street Division:

Regular rates (per hour):

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

Overtime rates (per hour):

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

Holiday rates (per hour):

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

Equipment: (per hour)

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

Barricade daily rental (each)	1.50 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Facilities Maintenance:

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

Engineering:

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Engineering, continued:

Transverse cuts:

Open cut - paved areas (each cut)	270.00 (C)
Open cut - right-of- way (each cut)	110.00 (C)
Open cut - dirt road (each cut)	150.00 (C)
Bore and jack (each operation)	200.00 (C)
Copies of blueprints	5.00 (C)

Water and Wastewater:

Commercial plan review fee:

First review	125.00 (C)
Each revision	50.00 (C)
Utility inspection (per inspection)	40.00 (C)

Keep Winter Park Beautiful:

Engraved bricks - Farmer's Market Lot:

Single size (4 * 8) - Individuals or Pets	80.00 (M)
Double (8 * 8)	120.00 (M)
Corporate	250.00 (M)
Personalized park benches, various locations	2,500.00 (M)
Maps, each	3.00 (M)
Maps, 200 or more each	1.50 (M)
Dance lessons & sessions	80.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

REFUSE SERVICE FEES

Monthly Refuse Service Fees:

Residential pickup fee (with recycling bins)	17.97 (C)
Residential recycling cart fee (per recycling cart).....	2.62 (C)
Residential charge for each additional garbage cart above two	9.02 (C)
Additional cart maintenance fee for each garbage cart above two	75.64 (C)

Commercial and multi-family units utilizing the cart collection system (per cart)	30.72 (C)
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Bulk Pickup – Residential (requires photo and city approval prior to collection):

Up to 2 cubic yards	78.15 (C)
Each additional cubic yard above 2	32.57 (C)

Bulk yard waste in excess of 3 yards (per each additional yard)	11.64 (C)
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Commercial, compactor and roll-off fees will be billed directly by Waste Pro

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

STORMWATER FEES

Monthly Stormwater Utility Fees:

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

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

Multi-family residential property:

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

Non-residential/commercial property (per ERU)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

SHORELINE ALTERATION FEES

Shoreline Alteration Permit:

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

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

Dock only	75.00 (C)
Dock and Boathouse	100.00 (C)

Retainment or seawall	100.00 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

BOAT USER FEES

Boat Stickers:

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

Annual permit:

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

Annual commercial permit:

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

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

UTILITY SERVICE FEES

Cut on/off fee:

New service	28.70 (C)
New service - after 4:30 p.m.	86.00 (C)
Broken Lock	18.00 (C)
Broken Yoke	15.00 (C)
Emergency cut on/off - 7:00 a.m. to 3:30 p.m.	No charge (C)
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	28.70 (C)
Emergency cut on/off - after 4:30 p.m.	86.00 (C)
Trip charge	28.70 (C)
Non-payment – up to 4:30 p.m.	43.00 (C)
Non-payment - after 4:30 p.m.	86.00 (C)
Broken/damaged curb stop valve replacement fee	86.00 (C)
Metering tampering fee	75.00 (C)

Water or Irrigation Deposits:

Inside City:

5/8 inch * 3/4 inch meter	60.00 (C)
1 inch meter	85.00 (C)
1 ½ inch meter	105.00 (C)
2 inch meter	145.00 (C)
3 inch meter	225.00 (C)
4 inch meter	330.00 (C)
6 inch meter	600.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Outside City:

5/8 inch * 3/4 inch meter	75.00 (C)
1 inch meter	100.00 (C)
1 ½ inch meter	130.00 (C)
2 inch meter	165.00 (C)
3 inch meter	270.00 (C)
4 inch meter	375.00 (C)
6 inch meter	690.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits:

Inside City:

5/8 inch * 3/4 inch meter	105.00 (C)
1 inch meter	120.00 (C)
1 ½ inch meter	150.00 (C)
2 inch meter	420.00 (C)
3 inch meter	510.00 (C)
4 inch meter	600.00 (C)
6 inch meter	885.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Water and Sewer Deposits (continued):

Outside City:

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

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

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

Fire Line Deposits:

Inside City:

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

Outside City:

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

Fire Hydrant Meter Deposit	1,500.00 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Meter and Service Installation:

Inside City:

5/8 inch * 3/4 inch meter	718.75 (C)
1 inch meter	776.78 (C)
1 ½ inch meter	1,628.30 (C)
2 inch meter	1,761.09 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

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

Outside City (*):

5/8 inch * 3/4 inch meter	898.44 (C)
1 inch meter	970.97 (C)
1 ½ inch meter	2,035.37 (C)
2 inch meter	2,201.36 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Field Testing Meters (flow test):

5/8 x 3/4 inch meter..... 28.70 (C)

Bench Testing Meters:

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

5/8 x 3/4 inch meter..... 60.50 (C)

1 inch meter..... 60.50 (C)

1 1/2 inch meter..... 201.50 (C)

2 inch meter..... 211.70 (C)

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

3/4 inch meter x 2.0 hours..... 57.40 (C)

1 inch meter x 2.0 hours..... 57.40 (C)

1 1/2 inch meter x 2.5 hours..... 71.75 (C)

2 inch meter x 2.5 hours..... 71.75 (C)

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

Bacteriological Samples Test Fee:

Sampling (per sample) 25.00 (C)

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

Water Impact Fees:

Inside City:

5/8 inch * 3/4 inch..... 1,100.00 (C)

1 inch 2,750.00 (C)

1 1/2 inch 5,500.00 (C)

2 inch 8,800.00 (C)

3 inch 17,600.00 (C)

4 inch 27,500.00 (C)

6 inch 55,000.00 (C)

8 inch 88,000.00 (C)

Outside City:

5/8 inch * 3/4 inch..... 1,375.00 (C)

1 inch 3,440.00 (C)

1 1/2 inch 6,875.00 (C)

2 inch 11,000.00 (C)

3 inch 22,000.00 (C)

4 inch 34,375.00 (C)

6 inch 68,750.00 (C)

8 inch 110,000.00 (C)

Water Main Extension Fees:

Inside City, per foot actual cost

Outside City, per foot 1.25 times actual cost

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

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

1 inch fire line	483.00 (C)
2 inch fire line	1,195.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

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

1 inch fire line	604.00 (C)
2 inch fire line	1,493.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

Water Main Tapping Fees (Inside City):

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

Water Main Tapping Fees (Outside City):

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

Meter Relocation Fee:

Inside City:

5/8 inch * 3/4 inch.....	483.00 (C)
1 inch	483.00 (C)
1 ½ inch – 2 inch	1,195.00 (C)
3 inch - 8 inch	Labor and materials (C)

Outside City (*):

5/8 inch * 3/4 inch.....	604.00 (C)
1 inch	604.00 (C)
1 ½ inch – 2 inch	1,493.00 (C)
3 inch - 8 inch	Labor and materials plus 25% (C)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Sewer Impact Fees:

Inside City:

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

Outside City:

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

Sewer Laterals:

Installation Fee:

Inside City:

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

Outside City:

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

WATER AND WASTEWATER USAGE FEES
(COST BASED)

Inside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.01	1.01	2.13	4.95
Block 2	1.50	1.50	2.86	4.95
Block 3	2.13	2.13	3.66	4.95
Block 4	2.86	2.86	5.30	4.95
Block 5	3.66	3.66	5.30	4.95
Block 6	5.30	3.66	5.30	4.95
Base ERM Charge	8.62	8.62	8.62	10.19
Additional Unit Charge	4.64	4.64	4.64	5.48

Outside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.26	1.26	2.66	6.19
Block 2	1.88	1.88	3.58	6.19
Block 3	2.66	2.66	4.57	6.19
Block 4	3.58	3.58	6.63	6.19
Block 5	4.57	4.57	6.63	6.19
Block 6	6.63	4.57	6.63	6.19
Base ERM Charge	10.78	10.78	10.78	12.73
Additional Unit Charge	5.80	5.80	5.80	6.85

ERM = Equivalent Residential Meter

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

CITY OF WINTER PARK - FEE SCHEDULE

Effective: May 1, 2013

WATER AND WASTEWATER USAGE FEES (CONTINUED)

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

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

Block Structure Price Breaks by Meter Size:

Commercial/Public Authority Water Block Structure						
Meter Size in Inches	Equivalent Meter Ratio	Usage Up To				Usage Over:
		Block 1	Block 2	Block 3	Block 4	Block 5
		(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)
¾	1	4	8	12	20	20
1	2 ½	10	20	30	50	50
1 ½	5	20	40	60	100	100
2	8	32	64	96	160	160
3	16	64	128	192	320	320
4	25	100	200	300	500	500
6	50	200	400	600	1,000	1,000
8	80	320	640	960	1,600	1,600
10	115	460	920	1,380	2,300	2,300

Residential Water Block Structure					
Usage Up To					Usage Over:
Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)
4	8	12	16	20	20

Irrigation Water Block Structure			
Usage Up To			Usage Over:
Block 1	Block 2	Block 3	Block 4
(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)	(1,000 gallons/month)
4	8	12	12

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

ELECTRIC RATES
(COST)

Residential Rates			
Customer Charge	\$	9.35	per month
Energy Charge:			
1 st 1,000 kWh	\$	0.064850	per kWh
All kWh above 1,000	\$	0.076500	per kWh
Fuel Cost Recovery Factor:			
1 st 1,000 kWh	\$	0.0279700	per kWh
All kWh above 1,000	\$	0.0379700	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Lighting Service (LS-1)			
Fixture and Maintenance Charge (includes energy charge and fuel cost recovery)			Depends upon fixture type
Customer charge (per line of billing):			
Metered accounts	\$	3.49	per month
Non metered accounts	\$	1.22	per month
Energy & demand charge	\$	0.023490	per kWh
Fuel cost recovery factor	\$	0.038180	per kWh
Franchise Fee	\$	0.060000	
Gross Receipts Tax	\$	0.025641	
Electric Utility Tax	\$	0.100000	
Subsequent Re-establishment of service	\$	10.00	

GENERAL SERVICE ELECTRIC RATES

Non-Demand (GS-1)			
Rates will also apply to Temporary Service (TS-1)			
Customer Charges:			
Non Metered Accounts	\$	6.96	per month
Metered Accounts:			
Secondary Delivery Voltage	\$	12.34	per month
Primary Delivery Voltage	\$	156.08	per month
Energy Charge	\$	0.065520	per kWh
Fuel Cost Recovery Factor	\$	0.038180	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2))			
(For customers with fixed wattage loads operating continuously throughout the billing period)			
Customer Charges:			
Non Metered Accounts	\$	7.26	per month
Metered Accounts	\$	12.88	per month
Energy Charge	\$	0.033090	per kWh
Fuel Cost Recovery Factor	\$	0.038180	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Demand (GSD-1)			
Rates will also apply to Temporary Service (TS)			
Applicable for any customer other than residential with a measurable annual kWh consumption of 24,000 kWh or greater per year			
Customer Charges:			
Secondary Delivery Voltage	\$	12.82	per month
Primary Delivery Voltage	\$	162.19	per month
Demand Charge	\$	4.48	per kWh
Energy Charge	\$	0.037380	per kWh
Fuel Cost Recovery Factor	\$	0.038180	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be subject to this adjustment		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE

Effective: May 1, 2013

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

General Service Demand Optional Time of Use (GSDT-1)			
Closed to new customers as of 06-01-2006			
Customer Charges:			
Secondary Delivery Voltage	\$	21.42	per month
Primary Delivery Voltage	\$	173.53	per month
Demand Charges:			
Base Demand	\$	1.12	per kWh
On Peak Demand	\$	3.40	per kWh
Energy Charges:			
On-peak kWh	\$	0.062020	per kWh
Off-peak kWh	\$	0.025150	per kWh
Fuel Cost Recovery Factors:			
On-peak kWh	\$	0.056350	per kWh
Off-peak kWh	\$	0.032030	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

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

Service Charges			
Opening an account at a new service location (temporary connection)	\$	61.00	
Opening an account at a new service location (permanent connection)	\$	104.00	
Utility service application fee	\$	5.00	
Reconnect service	\$	28.00	
Reconnect service after a disconnection for nonpayment or			
Violation of a rule or regulation	\$	40.00	
after normal business hours	\$	55.00	
Dishonored check (NSF)	\$	25.00	Or 5% of the check amount, whichever is greater
Change of account with leaving service active (applicable to multi-housing only)	\$	10.00	
Utility demolition disconnect fee	\$	45.00	
Electric meter tampering fee	\$	75.00	
Disconnect of electric service at the pole	\$	250.00	
Deposit for electric service	\$	250.00	Or two months estimated charges, whichever is greater
Prepare trees around power lines for safe private trimming or removal if necessary			Actual cost

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

Deposit required for electric service:

..... \$250 or two months estimated charges, whichever is greater

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

FIRE LINE FEES

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

Fire line size (flat rate per month):

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

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

Fire line size (flat rate per month):

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

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

Regular rates: (per hour)

Deputy Assistant Director	59.42 (C)
Assistant Division Chief	46.62 (C)
Field Supervisor	37.57 (C)
Equipment Operator	28.01 (C)
Foreman/Crew Leader	31.08 (C)
Utility Service Worker	25.13 (C)
Locator	26.62 (C)

Overtime rates: (per hour)

Deputy Assistant Director	89.13 (C)
Assistant Division Chief	69.93 (C)
Field Supervisor	56.36 (C)
Equipment Operator	42.02 (C)
Foreman/Crew Leader	46.62 (C)
Utility Service Worker	37.70 (C)
Locator	39.93 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

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

Holiday rates: (per hour)

Deputy Assistant Director	118.84 (C)
Assistant Division Chief	93.24 (C)
Field Supervisor	75.14 (C)
Equipment Operator	56.02 (C)
Foreman/Crew Leader	62.16 (C)
Utility Service Worker	50.26 (C)
Locator	53.24 (C)

Vehicle Charges: (per hour)

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

Equipment Charges: (per hour)

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

CROSS CONNECTION CONTROL PROGRAM FEES

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

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

Replacement charges:

Inside City:

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

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

1 ½ inch PVB..... 250.00 (C)

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

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

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

Outside City:

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

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

1 ½ inch PVB..... 300.00 (C)

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

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

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

Repair charges:

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

UTILITY DEMOLITION DISCONNECT FEES

Utility disconnects for demolition:

Inside City:

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

5/8" * 3/4" - 1"	53.00 (C)
2" - 3"	74.00 (C)
4"	118.00 (C)
6"	134.00 (C)
8"	161.00 (C)

Fire lines (cut and cap @ property line):

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

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

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

Outside City:

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

5/8" * 3/4" - 1"	66.00 (C)
2" - 3"	93.00 (C)
4"	148.00 (C)
6"	168.00 (C)
8"	201.00 (C)

Outside City:

Fire lines (cut and cap @ property line):

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

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

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

Fire hydrant relocation fee:

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

LINE STOP FEES

Inside City:

Line stop fees (with contractor or owner support):

4", single.....	1,380.00 (C)
4", double	2,353.00 (C)
6", single.....	1,662.00 (C)
6", double	3,160.00 (C)
8", single.....	2,255.00 (C)
8", double	3,922.00 (C)
10", single.....	2,714.00 (C)
10", double	4,567.00 (C)
12", single.....	3,193.00 (C)
12", double	5,538.00 (C)

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

4", single.....	2,098.00 (C)
4", double	3,664.00 (C)
6", single.....	2,316.00 (C)
6", double	4,051.00 (C)
8", single.....	2,701.00 (C)
8", double	4,620.00 (C)
10", single.....	3,344.00 (C)
10", double	5,327.50 (C)
12", single.....	3,931.00 (C)
12", double	6,639.00 (C)

Outside City:

Line stop fees (with contractor or owner support):

4", single.....	1,725.00 (C)
4", double	2,941.00 (C)
6", single.....	2,078.00 (C)
6", double	3,686.00 (C)
8", single.....	2,818.00 (C)
8", double	4,903.00 (C)
10", single.....	3,392.00 (C)
10", double	5,710.00 (C)
12", single.....	3,992.00 (C)
12", double	6,923.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Outside City:

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

4", single.....	2,622.00 (C)
4", double	4,580.00 (C)
6", single.....	2,895.00 (C)
6", double	5,065.00 (C)
8", single.....	3,377.00 (C)
8", double	5,775.00 (C)
10", single.....	4,181.00 (C)
10", double	6,546.00 (C)
12", single.....	4,915.00 (C)
12", double	8,299.00 (C)

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

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

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

Plus Orange County right-of-way permit use fees

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

INDUSTRIAL WASTE FEES

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

The charges are based on three factors:

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

Biological Oxygen Demand (BOD):

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

Suspended Solids (SS):

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

Oil and Grease:

Any petroleum product, oil based product, or animal or vegetable fat will show up as an oil or grease. An outside laboratory on an as needed basis performs this test. The maximum allowable limit is 100 ppm.

Other substances that we periodically check for are:

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

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

This can be broken down as follows:

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

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

Re-inspection fee40.00 (M)
Hauler registration fee.....40.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

Copies:

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

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

Off-Duty Police Services (three hour minimum):

Regular Off-Duty Rates per Hour:

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

Holiday Off-Duty Rates per Hour:

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

Civil Penalty Fines:

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

Responding to false alarms:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Parking Fines: *

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

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

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

Red light camera infraction	158.00 (S)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

FIRE FEES:

EMS Transport Fee:

Transport.....610.00 (M)

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

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

Motor Vehicle Fire Response:

Motor Vehicle Fire Response: 500.00 (M)

False Alarm Response fee:

First response..... 0.00 (M)

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

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

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

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

Fire/Rescue Service fees:

Hourly Charges for city employees and equipment:

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

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

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

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

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

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

Fire inspections:

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

Maintenance reinspection fee:

First reinspection No Charge (M)

Second reinspection.....40.00 (M)

Third reinspection.....60.00 (M)

Fourth reinspection.....100.00 (M)

Any subsequent reinspections100.00 (M)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

FIRE FEES (continued):

Licensing Fees:

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

Permits By Use: (annual registration fee)

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

Plans Review Fees:

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

Special Detail Services:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

FIRE FEES (continued):

Public Education Services:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball	\$450.00 (M)
Men's Basketball League Team Fee.....	\$300.00 (M)

Field Rental Rates:

Cady Way, Lake Island and Ward Park Athletic Fields:	
Before 5:00 p.m., per hour	29.00 (C)
After 5:00 p.m., per hour	52.00 (C)
Unscheduled or late reservation rates (less than 48 hours), per hour/before 5:00 pm.....	50.00 (M)
Unscheduled or late reservation rates (less than 48 hours), per hour/after 5:00 pm.....	75.00 (M)
Field prep (lines), per field each time (standard lining)	50.00 (C)
Field prep (lines), per field each time (specialty lining)	100.00 (C)
Field prep (lines), for late reservations per field	100.00 (C)
All day (8:00 am to 9:00 pm)	450.00 (C)
Winter Park Youth League Fee:	
Lake Island, Showalter East and Ward A1, A2, B, C (flat fee)	25.00 (C)
20% discount for Ward B, C and D (specific guidelines required)	
Continuous rate hourly (specific guidelines must be met):	
Before 5:00 pm.....	23.00 (C)
After 5:00 pm	42.00 (C)

Bus Use Fees:

Hourly rate (two hour minimum, 100 mile maximum).....	100.00 (M)
Deposit	100.00 (M)
Cancellation fee (within 72 hours of scheduled use).....	100.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Program Fees:

Recreation ID Card:

Resident	0.00 (M)
Non-resident.....	10.00 (M)
Card Replacement Fee.....	5.00 (C)

After School Program:

Resident (monthly)	40.00 (M)
Non-resident (monthly).....	65.00 (M)
Registration fee	25.00 (M)
Fee for students qualifying for reduced lunch, (monthly), (City residents only) ...	25.00 (M)
Fee for students qualifying for free lunch, (monthly), (City residents only)	15.00 (M)

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

Resident	40.00 (M)
Free/reduced lunch programs:	
1 st child	25.00 (M)
Each additional child	15.00 (M)
Non-resident	65.00 (M)
Registration fee	25.00 (M)

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

Resident:	
1 st child in family	65.00 (M)
Each additional child in family	50.00 (M)
Non-resident.....	85.00 (M)
Reduced lunch, 1 st child	15.00 (M)
Reduced lunch, each additional child.....	10.00 (M)
Registration Fee.....	25.00 (M)
Free lunch, 1 st child	10.00 (M)
Free lunch, each additional child.....	5.00 (M)
Registration Fee.....	25.00 (M)

School's Out Program (single day camp during school year holidays):

Resident, per day	10.00 (M)
Non-resident, per day.....	15.00 (M)
After School Participant.....	5.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Holiday Camps:

Fall Camp – 3 days:

Resident	25.00 (M)
Non-resident.....	35.00 (M)
After School Participant.....	15.00 (M)

Winter Holiday Camp – two 2 day sessions:

Resident, each 2 day session	20.00 (M)
Non-resident, each 2 day session	25.00 (M)
After School Participant, each 2 day session.....	10.00 (M)

Spring Break Camp, 5 days:

Resident	60.00 (M)
Non-resident	85.00 (M)
After School Participant.....	30.00 (M)

Middle School After School Program:

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

Other:

Late pick up fee:

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

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

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

General Program Guidelines:

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Community Center Pool:

Daily (resident)	2.00 (M)
Daily (non-resident)	4.00 (M)
Group rate (residents, over 15 guests in a group, per group member)	1.50 (M)
Group rate (non-residents, over 15 guests in a group, per group member)	3.50 (M)
Ten visit punch pass (resident)	15.00 (M)
Ten visit punch pass (non-resident)	30.00 (M)
Pool rental:	
Less than thirty guests (hourly)	75.00 (M)
Additional hourly fee per fifteen guests over initial thirty guests	15.00 (M)
Deposit	100.00 (M)

Family Pool Pass – (residents, up to 5 family members per pass)	150.00 (M)
Family Pool Pass – (non-residents, up to 5 family members per pass)	225.00 (M)
Family Pool Pass – (CRA residents, up to 5 family members per pass)	105.00 (M)
Lap Swim Pass – (resident)	35.00 (M)
Lap Swim Pass – (non-resident)	50.00 (M)
Lap Swim Pass – (CRA resident)	30.00 (M)

Fitness/Weight Room:

Annual Pass:

Resident	85.00 (M)
Non-resident	160.00 (M)
CRA area resident	60.00 (M)
City employee	60.00 (M)

Corporate rate:

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Fitness/Weight Room (continued):

Monthly Pass:

Resident	15.00 (M)
Non-resident.....	25.00 (M)
CRA area resident.....	10.00 (M)
City employee.....	10.00 (M)
Daily pass, all users	5.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

CEMETERY FEES

Palm Cemetery:

Single space - resident.....	5,000.00 (M)
Single space – qualified non-resident	5,500.00 (M)
Cremation space	550.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,100.00 (M)
Weekdays, for graveside services beginning after 5:00 pm)	1,200.00 (M)
Saturdays	1,400.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,100.00 (M)
Mausoleum space (limited number of spaces).....	80,000.00 (M)

Pineywood Cemetery:

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

Columbarium:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

GOLF COURSE FEES (all include sales tax)

Green Fees (Residents):

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

Green Fees (Non-residents):

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

Green Fees:

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

Annual Play Pass:

Single resident	560.00 (M)
Double resident	840.00 (M)
Single non-resident	600.00 (M)
Double non-resident	900.00 (M)
Jr. membership (resident)	230.00 (M)
Jr. membership (non-resident)	250.00 (M)
Student membership (resident)	280.00 (M)
Student membership (non-resident)	300.00 (M)
Corporate membership (16 members at \$500)	8,000.00 (M)
City employee rate	250.00 (M)
Ten-Round Pass	110.00 (M)

Cart Rental:

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

GOLF COURSE FEES (CONTINUED)

Tournament Fees (includes tax):

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

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

Advertising:

Scorecard ad space (one year, per ad)	1,000.00 (M)
Premium scorecard ad space (one year, per ad)	1,500.00 (M)

Golf lessons:

Individual lessons:

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

Playing lessons, per person:

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

Group lessons, per person:

One hour package:

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

Three hour package:

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

Five hour package:

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

Ten hour package:

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

Lecture series tickets	10.00 (M)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

TENNIS FEES

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:

Resident - one adult	185.00 (M)
Resident - family (2 or more)	275.00 (M)
Resident - youth (17 or under)	86.00 (M)
Non-resident - one adult	246.00 (M)
Non-resident - family (2 or more)	327.00 (M)
Non-resident - youth (17 or under)	115.00 (M)
City employee	84.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident - one adult	84.00 (M)
Resident - family (2 or more)	150.00 (M)
Resident - youth (17 or under)	45.00 (M)
Non-resident - one adult	155.00 (M)
Non-resident - family (2 or more)	230.00 (M)
Non-resident - youth (17 or under)	69.00 (M)
City employee	51.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Annual Annual Play Passes:

All Courts:

Resident - one adult	336.00 (M)
Resident - family (2 or more)	490.00 (M)
Resident - youth (17 or under)	126.00 (M)
Non-resident - one adult	435.00 (M)
Non-resident - family (2 or more)	575.00 (M)
Non-resident - youth (17 or under)	173.00 (M)
City employee	144.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident - one adult	157.00 (M)
Resident - family (2 or more)	276.00 (M)
Resident - youth (17 or under)	69.00 (M)
Non-resident - one adult	252.00 (M)
Non-resident - family (2 or more)	374.00 (M)
Non-resident - youth (17 or under)	103.00 (M)
City employee	75.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

TENNIS FEES (CONTINUED)

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

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

Tennis Passes: (10 play passes)

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

Adult Tennis Programs:

Beginning/Intermediate, various times, four 1-hour sessions, monthly fee	50.00 (M)
Drop in fee	20.00 (M)
Men's Advanced, Mondays, 7:00 – 8:30pm, four sessions, monthly fee	97.50 (M)
Drop in fee	30.00 (M)
Various 1-hour adult non-team clinic, various times, hourly fee	9.00 (M)
Friday night clay court round robin, 1 st and 3 rd Fridays, 6:30 – 8:30pm:	
Members	0.00 (M)
Non-members	6.00 (M)
Men's Challenge Ladder, various times:	
Members (all courts)	0.00 (M)
Non-members (clay court)	6.00 (M)
Non-members (hard court)	5.00 (M)

Junior Tennis Programs:

3-4 years old, Tues/Thurs/Sat 45 minutes, monthly fee:	
1 day per week	45.00
2 days per week	85.00
5-15 years old, Mon-Sat, 60 minutes, one day per week	60.00
5-15 years old, Mon-Sat, 60 minutes, two days per week	110.00
5-15 years old, Mon-Sat, 60 minutes, three days per week	150.00
11 years old, Tues/Thurs/Sat 60 minutes, 2 days per week	110.00
Age 10 years and under, Monday/Wednesday, monthly fee:	
Junior pre tournament training, 90 minutes, three days per week	150.00

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

TENNIS FEES (CONTINUED)

Junior Tennis Programs (continued):

After School Programs:

Tournament Training, Tue/Wed/Thu, 4:00 – 6:00pm, monthly fee:	
2 days per week	290.00 (M)
3 days per week	390.00 (M)
Pre tournament Training, Tue/Thu 5:30 – 7:00 pm, monthly fee:	
2 days per week	290.00 (M)
3 days per week	275.00 (M)
Middle/High School Summer Camp, day/time TBD, weekly fee	275.00 (M)
Recreation Camp, day/time TBD, weekly fee.....	132.00-195.00 (M)
Weekend camp, day/time TBD, daily fee	55.00 (M)
Full time program, 5 days per week, 20 hours per week, 2 privates per week included.....	1175.00 (M)
10 hours per week, two privates per week.....	875.00 (M)
Drop in per session.....	50.00(M)

Other Tennis Fees:

Private lessons, fee dependent on instructor, hourly	40.00 – 95.00 (M)
Semi-private lessons, fee dependent on instructor, half hour	40.00 – 95.00 (M)
Group lessons, dependent on instructor, hourly	40.00 – 95.00 (M)
Team clinic, dependent on instructor, hourly	40.00 – 95.00 (M)
Junior tournament entry fee	38.00 - 45.00 (M)
League rate	
(if at least 75% of team roster are not members of tennis center).....	150.00, plus non-member hourly rate (M)
Ball rental machine, hourly	20.00 (M)
Annual ball machine membership, per person	
(twenty memberships available)	150.00
Annual ball machine membership, family	
(twenty memberships available)	200.00
Special Events	
Member.....	0 – 20.00 (M)
Non Member.....	6.00 – 30.00 (M)

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

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

Tennis Instructors must be contracted through management company

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Tournament Entry Fees: (includes tennis balls)

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

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

RECREATION FACILITY RENTAL FEES

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

East Room (30' x 30'):

Hourly	50.00 (M)
Deposit	100.00 (M)
Continuous user (hourly)	40.00 (M)

West Room (30' x 50'):

Hourly	70.00 (M)
Deposit	100.00 (M)
Continuous user (hourly)	50.00 (M)

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

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

Ballroom:

Hourly	100.00 (M)
Deposit	300.00 (M)

Meeting Rooms:

Hourly	45.00 (M)
Deposit	200.00 (M)

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

Hourly	45.00 (M)
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One Time Users:

Ballroom:

Hourly	160.00 (M)
Deposit	400.00 (M)

Meeting Rooms:

Hourly	70.00 (M)
Deposit	200.00 (M)

Patio:

Hourly	100.00 (M)
Deposit	100.00 (M)

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

Hourly	70.00 (M)
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Ballroom and kitchen:

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

Entire building for a full day:

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

Cancellation Fee, Civic Center only:

Cancellation for any reason.....	Full deposit retention
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

RECREATION FACILITY RENTAL FEES (CONTINUED)

COMMUNITY CENTER:

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

Continuous User:

Small room, A or B or senior room, hourly	45.00 (M)
Large room, C or D, hourly	65.00 (M)
Ballroom; A,B,C and D combined, hourly	200.00 (M)
Rooms C, D and kitchen combined, hourly	150.00 (M)
Ballroom and kitchen combined, hourly	225.00 (M)
Kitchen, hourly	30.00 (M)
Amphitheater (outdoor stage), hourly	50.00 (M)
Gymnasium:	
Half of gym, hourly	40.00 (M)
Entire gym, hourly	100.00 (M)
Deposit (each meeting room/amphitheater, kitchen)	100.00 (M)

One Time User:

Small room, A or B or senior room, hourly	60.00 (M)
Large room, C or D, hourly	90.00 (M)
Ballroom; A,B,C and D combined, hourly	250.00 (M)
Rooms C, D and kitchen combined, hourly	200.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,200.00 (M)
Ballroom and kitchen combined, hourly	300.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,500.00 (M)
Rooms C and D, hourly	170.00 (M)
Ballroom, kitchen 4:00 pm to midnight with 2 hour amphitheater	1,600.00 (M)
Kitchen, hourly	50.00 (M)
Early start fee (events requiring building access before 7:00 am)	50.00 (C)
Early set up fee	150.00 (M)

Amphitheater (outdoor stage):

Two hours	175.00 (M)
Six hours	500.00 (M)

Gymnasium:

Half of gym, hourly	50.00 (M)
Entire gym, hourly	125.00 (M)

Deposit:

Each meeting room/amphitheater, kitchen	100.00 (M)
Ballroom A,B,C and D combined	400.00 (M)
Unscheduled time premium over regular rate, hourly	15.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

RECREATION FACILITY RENTAL FEES (CONTINUED)

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

Continuous User:

Ballroom:

Hourly 70.00 (M)

Deposit 100.00 (M)

Club lounge:

Hourly 70.00 (M)

Deposit 100.00 (M)

Full building:

Hourly 110.00 (M)

Deposit 200.00 (M)

One Time User - (Friday and Saturday)

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

Deposit 250.00 (M)

One Time User - Hourly: (Sunday through Thursday)

Ballroom (hourly) 100.00 (M)

Club lounge (hourly) 100.00 (M)

Full building (hourly) 140.00 (M)

Deposit (per room) 250.00 (M)

FARMER'S MARKET:

Saturday Market:

12' x 10' space Outside without electricity (per week) 21.00 (M)

Additional 6 feet (per week) 12.00 (M)

12' x 10' space outside with electricity (per week) 25.00 (M)

Additional 6 feet with electricity (per week) 15.00 (M)

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

12' x 10' inside space with electricity (per week) 30.00 (M)

Part-Time Vendor Fees:

12' x 10' Outdoor space without electricity (per week) 31.00 (M)

Additional 6 feet without electricity (per week) 22.00 (M)

12' x 10' Outside space with Electricity (per week) 35.00 (M)

Additional 6 feet with electricity (per week) 25.00 (M)

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

12' x 10' inside space with electricity (per week) 40.00 (M)

Vendor's deposit 50.00 (M)

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

Continuous User - Hourly: (Sunday through Thursday), hourly 70.00 (M)

One Time User:

Hourly 140.00 (M)

Entire Building

6:00 p.m. to midnight, Fri. and Sat. (set time 4:00 pm – 6:00 pm) ... 1,300.00 (M)

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

Deposit 300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

RECREATION FACILITY RENTAL FEES (CONTINUED)

LAKE ISLAND RECREATION CENTER - Meeting room:

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

Winter Park Welcome Center:

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

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

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

Weekday (until 6:00 pm)	not available
Weekday (after 6:00 pm), per hour	90.00 (M)
Weekend (all day)	750.00 (M)
Fire marshal, required to be on site for events hosting over 90 people, per hour	25.00 (M)
Additional one-time fees:	
Cleaning (for events over 4 hours)	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour	20.00 (M)
Staffing (weekends), per hour	25.00 (M)
Gallery display use deposit	100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than thirty days in advance)	25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% resident discount):

Small Pavilion:

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

Central Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Rose Garden wedding	200.00 (M)
Deposit	100.00 (M)

Central Park West Meadows:

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

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

Mead Garden:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Amphitheater (two hours)	225.00 (M)
Deposit	100.00 (M)
Large Pavilion (20% resident discount):	
Full day	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Fleet Peebles Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Large Pavilion (20% resident discount):	
Full day	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)
Small Pavilion (20% resident discount):	
Full day	50.00 (M)
Half day (open to noon or 2 pm to close)	30.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARK FEES (CONTINUED)

Lake Island Park:

Group Events:

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

Community Playground pavilion (20% resident discount):

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

Ward Park:

Large Pavilion (20% resident discount):

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

Howell Branch Preserve:

Group Events:

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

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

Observation Deck and Tables:

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

Dinky Dock Park:

Group Events:

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

Group Events:

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

Shady Park:

Group Events:

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

Picnic area:

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

Phelps Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
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Pavilion Rental (2)(20% resident discount):

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARK FEES (CONTINUED)

Kraft Azalea Garden:

Group events:

Small events (less than 400 people)	550.00 (M)
Exedra area wedding	200.00 (M)
Exedra area wedding deposit.....	100.00 (M)

Violation of dog ordinance:

1 st offense.....	50.00 (M)
2 nd offense.....	100.00 (M)

Park business permit (monthly):

Twenty attendees or less	25.00 (M)
Over twenty attendees	100.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES:

Inflatables/bounce house permit fee	25.00 (M)
Building and Pavilion Holiday Rate	Time and ½ Regular (M)
.....	Rental Rates (M)
Facility rental building late payment fee	5% of balance due (M)
Special event application fee	50.00 (M)
Parks Alcohol Usage Request Application Fee (non-refundable)	50.00 (M)
Field rental storage, approximately 100 sq. ft. monthly.....	100.00 (M)
Sat Market Tables, each (round and rectangular, inside use only)	8.00 (M)
LCD projector and screen	50.00 (M)
Wireless microphone	50.00 (M)
Portable stage	100.00 (M)
Scoreboard renter per day, Community Center gymnasium:	
One scoreboard.....	\$20.00 (M)
Both scoreboards	\$30.00 (M)
Staffing (per hour)	21.00 (M)
Planning, Delivery, Setup, Pick up (per hour)	21.00 (M)
Transport Charge/Delivery Pickup	30.00 (M)
Crowd control fencing (per 200 feet)	150.00 (M)
Special event trailer with tables and chairs	300.00 (M)
Equipment Rental - Per Event:	
Banquet tables (each, off site events only)	5.00 (M)
Folding chairs (each)	2.00 (M)
Podium (each)	20.00 (M)
Portable public address system	50.00 (M)
Risers 3' x 8' (each)	40.00 (M)
Riser skirts (each)	10.00 (M)
Table skirts (each)	15.00 (M)
Tent 20' x 40'	375.00 (M)
Tent 10' x 10'	50.00 (M)
Tent 10' x 10' Fire Rated 701	80.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

SPECIAL EVENT AND MISCELLANEOUS FEES (CONTINUED)

Banner hanging fees:

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

Cancellation Fees:

Pavilions and Fields (no deposit is required):

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

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

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

* Except Civic Center

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

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