



city commission agenda

Regular Meeting Commission Chamber AMENDED

May 13, 2013
3:30 p.m.

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

welcome

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

meeting procedures

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

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

1	Meeting Called to Order	
2	Invocation Pastor David Barker, Aloma Baptist Church Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report <ul style="list-style-type: none"> a. Presentation – Habitat for Humanity, dedication of 626 W. Comstock b. Proclamation – Robert Melanson Day c. Proclamation - Building Safety Month d. Proclamation - Emergency Medical Services Week May 19-25, 2013 e. Award from the Insurance Services Office (ISO) of their Class 1 Public Protection Classification for Fire Protection f. 2013 Board appointments 	75 minutes
5	City Manager's Report	Projected Time

6	City Attorney's Report	Projected Time
7	Non-Action Items	Projected Time
	a. Financial Report – March 2013	10 minutes
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
	a. Approve the minutes of 4/22/13. b. Approve the following purchases, contracts and formal solicitations: <ol style="list-style-type: none"> 1. PR 152089 to Garland/DBS, Inc. for roof replacement at Police Training Building; \$140,360.00 2. PR 152089 to Schuller Contractors, Inc. for construction on Canton Avenue Stormwater Outfall Project; \$78,461.05. 3. PR 152056 to Vermeer Southeast Sales & Service for purchase of bore equipment; \$55,487.99. 4. After-the-fact PO149915 to Brown & Brown of Florida, Inc. for City property insurance renewal (April 2013-April 2014) and authorize the Mayor to execute the Commercial Property Insurance Application; \$375,523.99. 5. Contract renewal with Universal Engineering Sciences, Inc. for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Environmental Services) and authorize the Mayor to execute Amendment 1. 6. Contract renewal with John J. Christie & Associates for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Mechanical & Electrical Engineering) and authorize the Mayor to execute Amendment 1. 7. Contract renewal with BASE Consultants, P.A. for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering) and authorize the Mayor to execute Amendment 1. 8. Contract renewal with Florida Bridge & Transportation, Inc. for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering) and authorize the Mayor to execute Amendment 1. 9. Piggybacking the City of Wilton Manors contract RFP 2012-11-06-01 for purchasing card services with SunTrust Bank, Inc. and authorize the Mayor to execute the Piggyback Contract. 10. Piggybacking Orange County contract Y9-1063 for gravity main and manhole lining with Layne Inliner, LLC and authorize the Mayor to execute the Piggyback Contract. 11. Award RFP-16-2013, Pest Control Services, to Massey Services and authorize the Mayor to execute the Contract. 12. Award ITN-6-2013, Utility Vegetation Management, to The Davey Tree Expert Co. and authorize the Mayor to execute the Contract. 	5 minutes

- c. Approve the Winter in the Park holiday ice rink contract with Magic Ice.

10 Action Items Requiring Discussion	Projected Time
a. Proposal to swap 645 Symonds Avenue in exchange for 813 W. New England Avenue	20 minutes
b. Request for extension of Vehicle Sales Agreement and Settlement and Use Agreements for the Orlando RV properties	15 minutes
c. High Performance Sports Management, Inc. contract (RFP-7-2013)	45 minutes
d. Video broadcasting of City Commission meetings	15 minutes

11 Public Hearings	Projected Time
a. <u>Request of SunTrust Bank:</u> To extend until August 27, 2014, the conditional use approval granted to permit the redevelopment of the property at 301 S. New York Avenue with a new drive-in bank teller facility on this property zoned C-3.	20 minutes
b. <u>Request of the Jewett Orthopedic Clinic on the properties at 930, 950 and 960 Minnesota Avenue:</u> <ul style="list-style-type: none"> - Ordinance – Changing the future land use designations of Medium Density Residential to Parking Lot Future Land Use (2) - Ordinance – Changing the Medium Density Multi-Family Residential (R-3) District zoning to Parking Lot (PL) District (2) 	15 minutes
c. Ordinance – Vacating and abandoning certain streets within the Ravaudage Planned Development and Home Acres Subdivision area (1)	20 minutes
d. <u>Establishing City zoning on the non-Ravaudage properties in the Home Acres annexation area:</u> <ul style="list-style-type: none"> - Ordinance – Amending the Comprehensive Plan Future Land Use Map to establish Commercial (C-3) District zoning and Low Density Residential (R-2) District zoning on recently annexed properties at 970, 1000, 1008, 1306 and 1308 Loren Avenue; 933, 1101, 1123, 1211, 1253 and 1313 Lewis Drive; 1141 Benjamin Avenue; 600, 1449, 1471, 1501 and 1531 Lee Road and at 1175 N. Orlando Avenue (1) - Ordinance – Amending the official zoning map to establish Commercial (C-3) District zoning and Low Density Residential (R-2) District zoning on recently annexed properties at 970, 1000, 1008, 1306 and 1308 Loren Avenue; 933, 1101, 1123, 1211, 1253 and 1313 Lewis Drive; 1141 Benjamin Avenue; 600, 1449, 1471, 1501 and 1531 Lee Road and at 1175 N. Orlando Avenue (1) 	30 minutes
e. Ordinance – Establishing hours of operation for State license massage therapy businesses and to prohibit residential use of such commercial and office space (1)	20 minutes

- f. **Ordinance** – Revising the permitted uses along Park Avenue, south of Comstock Avenue and providing the definitions for fast casual and fine dining restaurants (1)
- g. **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)

30 minutes

20 minutes

12 City Commission Reports

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

Projected Time

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.”

WINTER PARK 2013 MAYORAL ADVISORY BOARD APPOINTMENTS, 2.3
May 2, 2013

City Board	Mayoral Action	Eligible for Reappt.?	Member wants to be reappointed?	Current application?	Board Member Name					
Board of Adjustment	Re-appoint (2013-2016)	Yes	Yes	Yes	Robert	Trompke	1702 Lochberry Road	Winter Park	FL	32789
	Appoint from Alternate (for full 2013-2016 term)	Yes	Yes		Jeffrey	Jontz				
	Appoint to alternate (2013-2016 term)	New		Yes	Patrice	Shirer	461 Fairfax Ave	Winter Park	FL	32789
Code Enforcement Board	Appoint (2013-2016 term)	New		Yes	Burley	Adkins	1930 Forrest Rd.	Winter Park	FL	32789
	Appoint (2013-2016 term)				To be appointed					
CRA Advisory Board	Re-appoint (2013-2016)	Yes	Yes	Yes	John	Dowd	427 N. Phelps Avenue	Winter Park	FL	32789
	Re-appoint (2013-2016), Third term	No	Yes-See email	Yes	Hal	George	468 Virginia Dr.	Winter Park	FL	32789
	Re-appoint (2013-2016)	Yes	Yes	Yes	JOE	TERRANOVA	P O BOX 232	WINTER PARK	FL	32790
Construction BOA and Appeals	Re-appoint (2013-2016)	Yes	Yes	No	Robert Harris					
	Re-appoint (2013-2016)	Yes	Yes	No	Raymond Holloway					
	Re-appoint (2013-2016)	Yes	Yes	No	Mark Kirby					
	Re-appoint (2013-2016)	Yes	Yes	Yes	Mark	Sylvain				

Mayor's Board Appointments - May 13, 2013

Economic Development Advisory	Re-appoint (2013-2016)	Yes	Yes	Yes	Marc	Reicher	1806 north park ave	winter park	FL	32789
	Appoint (2013-2016 term)	New		Yes	John	Caron	1630 Legion Drive	Winter Park	FL	32789
Ethics Board	Re-appoint (2013-2016)	Yes	Yes	Yes	Simon	Snyder	2516 tuscaloosa tr	winter park	FL	32789
Fire Pension Board	Re-appoint (2013-)	Yes	Yes	Yes	Anthony	Grey	1500 Lake Knowles Circ	Winter Park	FL	32789
Historic Preservation Board	Re-appoint (2013-2016)	Yes	Yes	Yes	Candace	Chemtob	141 Alexander Place	Winter Park	FL	32789
	Appoint (2013-2016 term)				Michael	Miller	375 Sylvan Drive	Winter Park	FL	32789
	Re-appoint (2013-2016)	Yes	Yes	Yes	Rebecca	Talbert	3024 northwood blvd	winter park	FL	32789
	Re-appoint (2013-2016)	Yes	Yes	Yes	Christi	Underwood	300 S. Interlachen Ave.	Winter Park	FL	32789
	Appoint to alternate (2013-2016 term)				Louise	Sprimont	1333 Mayfield Ave	Winter Park	FL	32789
Housing Authority	Re-appoint (2013-)	Yes	Yes	Yes	Hal	George	468 Virginia Dr.	Winter Park	FL	32789
	Re-appoint (2013-)	Yes	Yes	Yes	Michael	Miller	375 Sylvan Drive	Winter Park	FL	32789
	Re-appoint (2013-)	Yes	Yes	Yes	Joseph E.	Regner, Jr	2935 Fitzooth Drive	Winter Park,	FL	32792
KWPB and Sustainable	Appoint (2013-)	New		Yes	Michele	Hipp	457 Seymour Avenue	Winter Park	FL	32789
	Appoint (2013-)	New		Yes	Michael W	Poole	1671 Summerland av	Winter park	FL	32789
	Re-appoint (2013-)	Yes	Yes	Yes	Raymond	Randall				
	Re-appoint (2013-)	Yes	Yes	No-12/2012 app	James	Robinson	1624 Hibiscus Ave	Winter Park	FL	32789
	Re-appoint (2013-)	Yes	Yes	No	Julie	Tensfeldt				
	Appoint to alternate (2013-2016 term)	Yes		Yes	Carole	Kostick				

Mayor's Board Appointments - May 13, 2013

Lakes and Waterways Board	Re-appoint (2013-2016)	Yes		Yes	David	Moorhead	602 Genius Drive	Winter Park	FL	32789
	Re-appoint (2013-2016)	Yes	Yes	Yes	Todd	Weaver	1051 Lake Bell Drive	Winter Park	FL	32789
	Appoint from Alternate (for full 2013-2016 term)			Yes	Thomas	Smith				
	Appoint to alternate (2013-2016 term)	New		Yes	Macauley (Mike)	Whiting, J	405 Lakewood Drive	Winter Park	FL	32789
Parks and Recreation Board	Re-appoint (2013-2016)	Yes	Yes	Yes	Michael	Palumbo	559 oak reserve lane	Winter Park	FL	32792
	Re-appoint (2013-2016)	Yes	Yes	Yes	Joel	Roberts	1375 Granville Drive	Winter Park	FL	32789
Pedestrian and Bicycle Board	Re-appoint (2013-2016)	Yes	Yes	Yes	Thomas	Hiles	1025	Winter Park	FL	32792
	Re-appoint (2013-2016)	Yes	Yes	Yes	Scott	Redmon	2455 Lake Waumpi Dr	winter park	FL	32789
	Appoint (2013-2016)	New			Jill	Hamilton B	1935 Oakhurst Avenue	Winter Park	FL	32792
Planning and Zoning Board	Re-appoint (2013-2016)	Yes	Yes	Yes	Robert	Hahn	1181 Via Salerno	Winter Park	FL	32789
	Appoint (2013-2016 term) from Alternate				Peter	Weldon				
	Appoint (2013-2016)	New		Yes	Sheila	De Ciccio	1630 Laurel Rd	Winter Park	FL	32789
	Appoint to Alternate (2013-2016)	New		Yes	Ross	Johnston	1671 Oneco Avenue	Winter Park	FL	32789
Police Pension Board	Re-appoint (2013-)	Yes	Yes	Yes	Robert	Harvie	1033 Via Tuscany Oaks	Winter Park	FL	32789

Mayor's Board Appointments - May 13, 2013

Public Art Advisory Board	Appoint (2013-2016)	New		Yes	Francine	Newberg	601 Park Avenue North	Winter Park	FL	32789
	Re-appoint (2013-2016)	Yes	Yes	Yes (hard copy)	Robert	Lemon	700 Melrose Ave. B-24	Winter Park	FL	32789
				Yes	Robert	Lemon	700 Melrose Ave. B-24	Winter Park	FL	32789
	Re-appoint (2013-2016)	Yes	Yes	Yes (hard copy)	Joan	Pohl				
	Re-appoint (2013-2016)	Yes	Yes	Yes	Joseph	Roviaro	472 Misty Lane	Winter Park	FL	32789
	Appoint (2013-2016)	New		Yes	Jan	Clanton	1030 mckean circle	winter park	FL	32789
	Appoint (2013-2015)				Leonard	Feinberg	250 Cortland Avenue	Winter Park	FL	32789
Tree Preservation Board	Appoint (2013-2016 term) from Alternate				Christine	Menkin				
	Appoint to Alternate (2013-2016)	New		Yes	I. Paul	Mendelkern				
Utilities Advisory Board	Appoint (2013-2016)	New		Yes	Mukesh	Joshi	341E. Reading Way	Winter Park	FL	32789
	Appoint (2013-2016)	New		Yes	Michael	Smith	241 W Lake Sue Ave	Winter Park	FL	32789
	Re-appoint (2013-2016)	Yes	Yes	Yes	Katherine	Johnson	1033 Lindfield Dr	FREDERICK	MD	21702
	Re-appoint (2013-2016)	Yes	Yes	Yes	Dan	Swanson	2340 Lafayette ave	winter Park	FL	32789

2013 Board Appointments

Board of Adjustment:

Cynthia Strollo Served 2 terms. Not eligible for re-appointment VACANCY
(2013-2016)

Robert Trompke Eligible for reappointment for one more term (2013-2016) -
Submitted new application-staff recommends reappointment

Code Enforcement Board:

Larry Sadler Eligible for reappointment for one more term but RESIGNED
VACANCY

Camille Goodin (She was the **alternate** and RESIGNED) VACANCY

Construction Board of Adjustment and Appeals (no term limits):

NOTE: George Wiggins is asking they all be reappointed for another term.

Reappoint: Robert Harris
Raymond Holloway
Mark Sylvain – submitted an application for re-appointment in hard copy
Mark Kirby-submitted an application for re-appointment in hard copy

CRA Advisory Board:

John Dowd	Eligible for reappointment for one more term – Submitted application for reappointment
Hal George	Served 2 terms. Not eligible for reappointment but staff and Mr. George are asking that he serve another term (3 rd term)
Joe Terranova	Eligible for reappointment for one more term-Submitted application for re-appointment

Economic Development Advisory Board:

Daniel Smith	Eligible for reappointment for one more term-Submitted application for reappointment
Marc Reicher	Eligible for reappointment for one more term-Submitted application for reappointment

Ethics Board:

Simon Snyder	Eligible for reappointment for one more term-Wishes to remain on Ethics Board but also interested in serving on the Planning and Zoning Board (application states P&Z only; Ethics Board was verbal).
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Fire Pension Board (no term limits):

Tony Grey	Eligible for reappointment-submitted application for reappointment
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Historic Preservation Board (2013-2016):

Rebecca Talbert Eligible for reappointment for one more term-Submitted application for reappointment-Staff recommends reappointment

Christi Underwood Eligible for reappointment for one more term- Submitted application for reappointment- Staff recommends reappointment

Patrick Doyle Eligible for reappointment for one more term- RESIGNED
VACANCY

Candace Chemtob Eligible for reappointment for one more term- Submitted application for reappointment- Staff recommends reappointment

ALTERNATE POSITION IS OPEN VACANCY

Housing Authority (no term limits):

Hal George Eligible for reappointment- Submitted application for reappointment

Michael Miller Eligible for reappointment- Submitted application for reappointment (also wants to be considered for the Historic Preservation Board but stay on the Housing Authority)

Joseph Regner Eligible for reappointment- Submitted application for reappointment

Keep Winter Park Beautiful and Sustainable Advisory Board (2013-2016)

Brad James	Eligible for reappointment – RESIGNED	VACANCY
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James Robinson	Eligible for reappointment-Submitted application for reappointment
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Martha McHenry	Eligible for reappointment- RESIGNED	VACANCY
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Julia Tensfeldt	Eligible for reappointment-Wants to serve another term (no new application was submitted)
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Raymond Randall	Eligible for reappointment-Wants to serve another term (no new application was submitted-just appointed on 12-10-12)
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Lakes and Waterways Board:

David Moorhead	Eligible for reappointment for one more term-Submitted application for reappointment (2013-2016)
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Todd Weaver	Eligible for reappointment for one more term-Submitted application for reappointment (2013-2016)
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William “Bill” Swartz	NOT ELIGIBLE for reappointment	VACANCY
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Parks and Recreation Board:

Michael Palumbo	Eligible for reappointment (filled remaining term of 2 years)-Submitted application for reappointment
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Joel Roberts	Eligible for reappointment for one more term- Submitted application for reappointment
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Pedestrian and Bicycle Board:

Tom Hiles Eligible for reappointment for one more term-Submitted application for reappointment (2013-2016)-Staff recommended reappointment

Scott Redmon Eligible for reappointment for one more term- Submitted application for reappointment (2013-2016)-Staff recommended reappointment

Gordon Blitch RESIGNED VACANCY (2011-2014 POSITION)

Planning and Zoning Board:

Drew Krecicki NOT ELIGIBLE for reappointment VACANCY

Sara Whiting NOT ELIGIBLE for reappointment VACANCY

Bob Hahn Eligible for reappointment- Submitted application for reappointment

Police Pension (no term limits):

Robert Harvie Eligible for reappointment-Application was submitted for reappointment-Reappointment is recommended by staff.

Public Art Advisory Board:

Michele Hipp Eligible for reappointment for one more term-Submitted application but wishes to serve on the KWPB&S Board (1st choice); but wants to stay on the PAAB if she is not moved to the KWPB&S Board.

Chuck (Charles) Robbins Eligible for reappointment for one more term-RESIGNED-
VACANCY (2013-2016 POSITION)

Joan Pohl Eligible for reappointment for one more term-Submitted application for reappointment (hard copy only)

Joseph Roviario Eligible for reappointment for one more term- Submitted application for reappointment

Robert Lemon Eligible for reappointment for one more term- Submitted application for reappointment

Susan League RESIGNED VACANCY TO FILL 2012-2015 POSITION

Tree Preservation Board:

VACANT Regular Position 2013-2016

Utilities Advisory Board:

Donald Doyle	NOT ELIGIBLE for reappointment (2013-2016)	VACANCY
Katherine Johnson	Eligible for reappointment for one more term-Submitted application for reappointment	
Dan Swanson	Eligible for reappointment for one more term- Submitted application for reappointment	
Ronald Ellman	Eligible for reappointment for one more term – RESIGNED	
	VACANCY (2013-2016)	

PLEASE NOTE: Michael Smith (current alternate) asked to move up to a regular position



city commission city manager's report

item type City Manager's Report

meeting date May 13, 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. Revised permit documents for palm trees will be submitted in next two weeks. Submittal is not complicated and should move through easily.	May 2013
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. PEF has draft engineering agreement.</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 are complete.• Decorative lights have been ordered.• Mast arm foundations and poles complete.• Contractor working on installing laterals. Work began at I-4 and is progressing to the East. Approximately 60% done.
Tree Team Updates	Individual educational sessions based on tree inventory study are scheduled with City Commission.	May 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 held on April 15, 2013. Staff to develop a plan based on information revealed at meeting.	
Organizational Support	Will be discussed along with preliminary FY14 budget	May/June 2013
Utility Billing/Recurring credit cards	Staff is coordinating efforts between the new bill payment and presentment program and the City's cash receipting and utility billing application.	May 2013
Amtrak/SunRail Station	Site clearing and underground utilities construction underway.	Building complete December 2013 SunRail complete May 2014
Quiet Zones	FDOT consultant reviewing concept plans.	May 2013
Wholesale Power Supply	Ongoing negotiations with multiple suppliers.	June 2013
Territory Negotiations	Ongoing discussions with Progress Energy/Duke	June 2013
New Hope Baptist Church Project	Barrier maintained and electrical inspection conducted for interior restroom. Designer has addressed re-location of one of the accessibility ramps for better access. Awaiting installation of skirting around buildings. Stormwater and landscape plan approved. Trenches were dug on exterior of buildings appear to be for electric underground running to panels on exterior of building.	
Downtown Parking Study	Draft has been received and is being reviewed. Additional information has been requested of consultant. Anticipate bringing back to Commission in June.	June 2013

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



item type City Managers Report

meeting date May 13, 2013

Below is the status of development projects previously approved by the City Commission and others that may be of interest. There changes or updates since the last report are shown [in blue](#).

[271 N. Pennsylvania – the City Commission tentatively approved a rezoning for this property in September 2012 for Rex-Tibbs to build three townhomes but they did not purchase the property and the rezoning was effective only upon their closing. This commercial site was then sold to Zane Enterprises who has a building permit to build a two-story, 4,500 sq. ft. office with tenants committed.](#)

550 N. Denning: (behind the WP Village) Atlantic Housing 105 senior apartments and has applied for their site development and building permits. [The City issued the foundation permit on March 14th so that construction could begin and the City now has received the architectural building plans for permit which are ready to be issued pending plan revisions.](#)

940 W. Canton: Apartments at Winter Park Village. That 204 unit project received 'final' conditional use approval on the March 25th. [Awaiting permit application.](#)

401 N. Orlando Avenue (ABC Liquors plans a new larger store) were approved on November 26th by the City Commission. [They applied for their site development permit and that is in plan review awaiting responses from the developer.](#)

901 N. Orlando Avenue: Wawa Store – The permit for the site development has been issued and construction has begun. [The permit for the building construction has finally been issued.](#)

400 W. Swoope Avenue – A ten unit townhouse project that received the zoning approval from the City Commission in February, 2012. They have modified the project to be nine units in order to improve the floor plans and marketability [and the building permit is was issued on April 19th.](#)

[1201 N. Lakemont - Winter Park YMCA: Permit issued for the new zero depth children's swimming pool with desired completion by the July 4th holiday. Permit request in for the parking lot addition.](#)

[347/349/351 N. Orlando Avenue: Liquidation Station is closing and vacating their three buildings. The northernmost building at the corner of Trovillion and Orlando Avenues has been converted to a Performance Bicycle business. Similar conversions of these buildings for other new businesses are expected in the near future.](#)

912 and 952 W. Fairbanks: Phil Keen has purchased these two properties including the former Sadler's tailoring and the adjacent building) and plans to convert the two building into his business offices.

111 and 131 N. Orlando Avenue: The "preliminary" conditional use redevelopment plans for 36,000 sq. ft. of retail, restaurant and bank were approved by the City Commission on February 25th and will return in the upcoming months for the "final" conditional use approval.

140 N. Orlando Avenue: (just north of Midas Muffler): The new Carmel Café restaurant has begun their construction. That restaurant is owned by the same entity that developed the Outback chain. Estimated completion in July.

200 N. Orlando: (just north of the new Carmel Café): The building permit for the conversion of that existing building into a new medical office for cosmetic surgery has been applied for and is in plan review.

810 N. Orlando Avenue: The redevelopment plans for a TD branch bank were approved by the City Commission on January 28th. Permits applied for and in plan review.

941 W. Morse Blvd.: CNL Building (former State Office building) – Building permits have been issued and construction is underway. Estimated completion is September.

100 Perth Lane – Dr. Bruce Breit (Women's Care Florida) and WP Hospital - Conditional Use approved by the City on January 23rd to a new construct 22,000 sq. ft. medical office. Building permit has now been issued and construction on-going. Estimated completion is September.

200 E. Canton Avenue: Sestiere Santa Croce First floor interior build-out is completed. Construction continues on the second and third floors which will be a residence for the building owner.

2215 Aloma Avenue: New First Watch restaurant going into the Aloma Shopping center (Publix) in the location on the west side of the shopping center behind Mellow Mushroom pizza building in the space that was a Blockbuster Video which closed in 2010. They have been issued their interior renovation building permit.

600 N Orlando Avenue: Borders Books – Redevelopment approved by the City Commission on March 26, 2012. The new Chase Bank is the linchpin to the project and the bank has a very long due diligence period which includes FDIC approval. All indications are that the project is moving ahead but the timing is not known.

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

Financial Report

For the Month of March (50% of fiscal year lapsed)	Fiscal Year 2013
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General Fund

The General Fund budget was amended in March to reflect projected shortfalls in certain revenue sources. Analysis of General Fund revenues shows them to be on track in total with the revised estimates. Staff will continue to monitor revenues and propose adjustments if necessary.

Community Redevelopment Agency Fund

The CRA was credited with tax increment revenue from both the City and County in December. The decrease in comparison to the prior year is due to the 2.05% decrease in valuation.

The large debt service expenditure and debt proceeds revenue are from the refunding of the 2003-1, 2003-2, 2005-1 and 2005-2 CRA revenue notes. This refunding is expected to result in annual savings of approximately \$60,000 without extending the maturity of the debt.

Water and Sewer Fund

Water sales in terms of thousands of gallons are down about 2% in comparison to the prior year.

Revenues in total are projected to be on track with budget. Sewer revenues will exceed the budget estimate and water revenues will be short of the annual estimate.

Projections for annual sales in both dollars and gallons take into consideration the seasonality of water usage trends.

Bottom line for the six months ended March 31 is a positive \$1,124,603 and debt service coverage remains strong at 2.05.

Electric Services Fund

Electric sales in kWh are projected to be 16.5M short of our original estimate. The total projection of 414,102,326 is very close to our final total for the previous fiscal year of 413,795,957.

The benefits of our favorable bulk purchase contracts are evident throughout this report. Our cost of purchasing electricity declined from \$0.0815/kWh in FY 2010 to \$0.0553 in FY 2012.

Both fuel revenues and fuel expenses show a decline as a result of lower natural gas prices. We endeavor to keep fuel costs at breakeven for our customers. In May 2009, the City Commission approved a policy providing for quarterly adjustments to fuel rates to keep them as close to costs as possible. This report shows those costs and revenues have been fairly consistent beginning with FY 2010. Fuel cost recovery rates were adjusted upward effective April 1, 2013 to keep pace with fuel costs.

Annualized sales in terms of both kWh and dollars take into consideration the seasonality of electric sales.

Bottom line for the six months ended March 31 is a positive \$1,700,284 and debt service coverage remains strong at 2.94. The auction rate security bonds outstanding figure of \$15,585,000 reflects the \$700,000 purchased by the City as approved by the City Commission in this past January.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD March 31, 2013 and 2012
50% of the Fiscal Year Lapsed

	Fiscal YTD March 31, 2013						Fiscal YTD March 31, 2012			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 12,627,543	178%	\$ 14,174,500	\$ 14,174,500	\$ 7,087,250	\$ 5,540,293	\$ 12,364,122	\$ 14,265,000	\$ 7,132,501	\$ 5,231,621
Franchise Fees	443,392	80%	1,103,800	1,103,800	551,900	(108,508)	388,700	1,132,500	566,250	(177,550)
Utility Taxes	2,913,989	86%	7,048,216	6,768,216	3,384,108	(470,119)	2,687,938	7,022,000	3,511,000	(823,062)
Occupational Licenses	460,044	195%	472,000	472,000	236,000	224,044	444,506	459,500	229,750	214,756
Building Permits	777,836	107%	1,340,500	1,450,500	725,250	52,586	677,429	1,249,050	624,525	52,904
Other Licenses & Permits	15,440	144%	21,500	21,500	10,750	4,690	15,030	21,000	10,500	4,530
Intergovernmental	2,217,648	73%	6,179,928	6,069,928	3,034,964	(817,316)	2,198,430	6,206,702	3,103,351	(904,921)
Charges for Services	2,520,184	101%	5,010,068	5,010,068	2,505,034	15,150	2,322,110	4,939,600	2,469,800	(147,690)
Fines and Forfeitures	659,001	94%	1,287,600	1,397,600	698,800	(39,799)	378,130	1,220,200	610,100	(231,970)
Miscellaneous	221,897	65%	683,381	683,381	341,691	(119,794)	206,505	556,457	278,229	(71,724)
Fund Balance	-	-	-	616,788	308,394	(308,394)	-	636,911	318,456	(318,456)
Total Revenues	22,856,974	121%	37,321,493	37,768,281	18,884,141	3,972,833	21,682,900	37,708,920	18,854,462	2,828,438
Expenditures:										
City Commission	11,968	99%	24,077	24,077	12,034	66	12,317	22,379	11,190	(1,127)
Legal Services - City Attorney	153,813	128%	240,236	240,236	120,118	(33,695)	159,463	240,236	120,118	(39,345)
Legal Services - Other	-	0%	60,000	60,000	30,000	30,000	48,122	110,000	55,000	6,878
Lobbyists	55,475	94%	118,000	118,000	59,000	3,525	22,524	116,000	58,000	35,476
City Management	233,177	93%	501,161	501,383	250,692	17,515	226,970	487,729	243,865	16,895
Budget and Performance Measurement	14,761	0%	-	-	-	(14,761)	-	-	-	-
City Clerk	89,338	88%	237,843	203,145	101,573	12,235	87,292	239,071	119,536	32,244
Communications Dept.	194,659	84%	461,681	463,895	231,948	37,289	195,225	447,427	223,714	28,489
Information Technology Services	612,043	99%	1,212,642	1,241,789	620,895	8,852	697,907	1,353,592	676,796	(21,111)
Finance	397,334	96%	830,673	831,058	415,529	18,195	390,142	808,588	404,294	14,152
Human Resources	113,136	90%	249,430	250,789	125,395	12,259	138,099	357,576	178,788	40,689
Purchasing	97,313	86%	211,301	225,011	112,506	15,193	60,079	206,965	103,483	43,404
Planning & Community Development	225,395	76%	575,441	592,782	296,391	70,996	274,964	643,640	321,820	46,856
Building	470,236	94%	1,375,881	1,002,095	501,048	30,812	606,368	1,292,765	646,383	40,015
Economic Development	20,215	19%	100,000	211,398	105,699	85,484	2,158	163,400	81,700	79,542
Public Works	3,260,526	94%	6,804,278	6,942,130	3,471,065	210,539	3,369,265	7,119,001	3,559,501	190,236
Police	5,668,520	89%	12,739,143	12,717,307	6,358,654	690,134	5,416,739	12,186,252	6,093,126	676,387
Fire	4,913,293	97%	9,858,414	10,118,777	5,059,389	146,096	4,442,263	9,345,829	4,672,915	230,652
Parks & Recreation	3,137,442	91%	6,576,086	6,879,703	3,439,852	302,410	2,988,816	6,586,218	3,293,109	304,293
Organizational Support	776,613	101%	1,536,560	1,536,560	768,280	(8,333)	817,606	1,550,212	775,106	(42,500)
Non-Departmental	-	-	224,000	150,000	75,000	75,000	-	397,500	198,750	198,750
Total Expenditures	20,445,257	92%	43,936,847	44,310,135	22,155,068	1,709,811	19,956,319	43,674,380	21,837,194	1,880,875
Revenues Over/(Under)										
Expenditures	2,411,717	-74%	(6,615,354)	(6,541,854)	(3,270,927)	5,682,644	1,726,581	(5,965,460)	(2,982,732)	4,709,313
Operating transfers in	4,129,614	97%	8,655,392	8,475,392	4,237,696	(108,082)	3,916,905	8,432,000	4,216,000	(299,095)
Operating transfers out	(913,519)	94%	(2,040,038)	(1,933,538)	(966,769)	53,250	(1,233,270)	(2,466,540)	(1,233,270)	-
Other Financing Sources/(Uses)	3,216,095	98%	6,615,354	6,541,854	3,270,927	(54,832)	2,683,635	5,965,460	2,982,730	(299,095)
Total Revenues Over										
Expenditures	\$ 5,627,812		\$ -	\$ -	\$ -	\$ 5,627,812	\$ 4,410,216	\$ -	\$ (2)	\$ 4,410,218

* As adjusted through March 31, 2013

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD March 31, 2013 and 2012
50% of the Fiscal Year Lapsed

	Fiscal YTD March 31, 2013						Fiscal YTD March 31, 2012			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 2,003,379	198%	\$ 2,024,000	\$ 2,024,000	\$ 1,012,000	\$ 991,379	\$ 2,090,102	2,107,423	\$ 1,053,712	\$ 1,036,390
Intergovernmental	-	0%	-	-	-	-	-	-	-	-
Charges for services	159,735	0%	175,940	175,940	87,970	71,765	139,293	162,000	81,000	58,293
Miscellaneous	39,168	310%	25,300	25,300	12,650	26,518	38,383	25,000	12,500	25,883
Fund Balance	-	0%	37,478	55,845	27,923	(27,923)	-	1,039,263	519,632	(519,632)
Total Revenues	2,202,282	193%	2,262,718	2,281,085	1,140,543	1,061,740	2,267,778	3,333,686	1,666,844	600,934
Expenditures:										
Planning and Development	503,450	137%	715,435	733,802	366,901	(136,549)	310,847	605,283	302,642	(8,205)
Capital Projects	-	0%	-	-	-	-	482,507	1,145,980	572,990	90,483
Debt service	7,043,812	910%	1,547,283	1,547,283	773,642	(6,270,171)	1,223,913	1,550,823	775,412	(448,501)
Total Expenditures	7,547,262	662%	2,262,718	2,281,085	1,140,543	(6,406,720)	2,017,267	3,302,086	1,651,044	(366,223)
Revenues Over/(Under)										
Expenditures	(5,344,980)	100%	-	-	-	(5,344,980)	250,511	31,600	15,800	234,711
Debt proceeds	5,870,000	-	-	-	-	5,870,000	-	-	-	-
Operating transfers out	-	0%	-	-	-	-	(15,800)	(31,600)	(15,800)	-
Other Financing Sources/(Uses)	5,870,000	0%	-	-	-	5,870,000	(15,800)	(31,600)	(15,800)	-
Total Revenues Over/(Under)										
Expenditures	\$ 525,020		\$ -	\$ -	\$ -	\$ 525,020	\$ 234,711	-	\$ -	\$ 234,711

* As adjusted through March 31, 2013

WINTER PARK WATER AND WASTEWATER METRICS
March 31, 2013

	FY 2013				FY 2012	
	FY 2013 YTD	FY 2013 Annualized	FY 2013 Budget	Projected Variance from Budget	FY 2012 YTD	FY 2012 in Total
<u>Operating Performance:</u>						
Sales (in thousands of gallons)						
Water meters	1,365,271	2,827,529			1,403,654	2,897,330
Irrigation meters	366,084	758,175			363,399	761,590
Total	1,731,356	3,585,703			1,767,053	3,658,920
<hr/>						
Operating revenues: ¹						
Sewer - inside city limits	\$ 3,251,418	\$ 6,597,508	\$ 6,008,000	\$ 589,508	3,257,744	6,628,333
Sewer - outside city limits	3,600,800	7,112,154	6,595,000	517,154	3,629,642	7,337,342
Water - inside city limits	3,394,193	7,771,573	8,047,000	(275,427)	3,385,964	7,264,552
Water - outside city limits	2,624,095	5,378,530	5,558,000	(179,470)	2,385,194	4,890,304
Other operating revenues	676,065	1,352,130	1,197,000	155,130	656,745	1,396,248
Total operating revenues	13,546,571	28,211,895	27,405,000	806,895	13,315,289	27,516,779
Operating expenses:						
General and administration	726,366	1,452,732	1,681,263	228,531	697,293	1,716,877
Operations	5,208,830	10,417,660	12,221,999	1,804,339	5,412,313	11,322,930
Facility agreements	1,534,062	3,068,124	3,412,000	343,876	1,395,759	3,480,709
Total operating expenses	7,469,258	14,938,516	17,315,262	2,376,746	7,505,365	16,520,516
Operating income (loss)	6,077,313	13,273,379	10,089,738	3,183,641	5,809,924	10,996,263
Other sources (uses):						
Investment earnings	(3,739)	(7,478)	166,850	(174,328)	85,045	184,401
Miscellaneous revenue	6,192	12,384	-	12,384	6,978	7,253
Transfer to Renewal and Replacement Fund	(1,001,209)	(2,002,418)	(2,002,830)	412	(922,936)	(1,846,020)
Transfer to General Fund	(957,050)	(1,914,100)	(1,914,100)	-	(924,800)	(1,849,600)
Transfer to Capital Projects Fund	(35,500)	(71,000)	(71,000)	-	(33,248)	(66,496)
Debt service sinking fund deposits	(2,961,404)	(5,923,086)	(5,867,532)	(55,554)	(2,883,676)	(5,844,526)
Total other sources (uses)	(4,952,710)	(9,905,698)	(9,688,612)	(217,086)	(4,672,637)	(9,414,988)
Net increase (decrease) in funds	\$ <u>1,124,603</u>	\$ <u>3,367,681</u>	\$ <u>401,126</u>	\$ <u>2,966,555</u>	<u>1,137,287</u>	<u>1,581,275</u>
Debt service coverage	2.05	2.24				1.91

¹The City implemented adjustments to water (increasing) and wastewater (decreasing) effective December 1, 2012

Sewer Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2012	3,281,868			3,281,868
Sewer impact fee revenues		319,673		319,673
Investment earnings		5,575		5,575
Sewer extension work at Ravadauge			(108,614)	(108,614)
Other sewer main extension work			(13,742)	(13,742)
Ending balance - 03/31/2013	3,281,868	325,248	(122,356)	3,484,760

Water Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2012	2,656,637			2,656,637
Water impact fee revenues		149,814		149,814
Investment earnings		4,497		4,497
Water extension work at Ravadauge			(185,397)	(185,397)
Ending balance - 03/31/2013	2,656,637	154,311	(185,397)	2,625,551

Renewal and Replacement Fund

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2012	591,342			591,342
R&R transfer		1,001,209		1,001,209
Investment earnings		1,127		1,127
Upgrade water mains			(528,364)	(528,364)
Upgrade sewer mains			(314,303)	(314,303)
Rehab sewer manholes			(6,508)	(6,508)
Short line sewer rehab projects			(91,041)	(91,041)
Sewer main extensions			(4,869)	(4,869)
Lift station upgrades and repairs			(18,842)	(18,842)
Utility patch crew work			(138,087)	(138,087)
Ending balance - 03/31/2013	591,342	1,002,336	(1,102,014)	491,664

WINTER PARK ELECTRIC UTILITY METRICS

March 31, 2013

	FY'13 YTD	FY'13 Annualized	FY'13 Budget	Variance from Budget	FY'12	FY'11	FY'10	FY'09	FY'08
<u>Technical Performance</u>									
Net Sales (kWh)	192,226,300	414,102,326	430,647,050	(16,544,724)	413,795,957	427,601,415	438,993,683	427,236,273	440,100,000
Average Revenue/kWh	0.1097	0.1097			0.1091	0.1212	0.1306	0.1251	0.1068
Wholesale Power Purchased (kWh)	191,932,000	433,450,768	446,266,000	(12,815,232)	434,514,000	451,951,216	456,911,847	442,159,788	449,100,000
Wholesale Power Cost/kWh	0.0596	0.0596			0.0553	0.0674	0.0815	0.0810	0.0794
Gross margin	0.0501	0.0501			0.0538	0.0538	0.0491	0.0441	0.0275
SAIDI (rolling 12 month sum)	60.50				72.73	64.44	80.04	80.04	63.14
MAIFI (rolling 12 month sum)	0.28				1.02	0.42	2.55	2.55	2.90
Sold vs. Purchased kWh Ratio	100.15%	95.54%	96.50%		95.23%	94.61%	96.08%	96.62%	98.48%
<u>Income Statement</u>									
Electric Sales:									
Fuel	7,302,262	15,730,853	18,301,327	(2,570,474)	15,769,044	20,583,619	24,721,381	25,498,612	21,131,479
Non-Fuel	13,785,398	29,697,109	30,865,793	(1,168,684)	29,365,745	31,244,725	32,605,878	27,955,719	25,880,839
Other Operating Revenues	271,467	542,934	412,046	130,888	407,431	667,604	332,720	1,111,386	819,976
Total Operating Revenues	21,359,127	45,970,896	49,579,166	(3,608,270)	45,542,220	52,495,948	57,659,979	54,565,717	47,832,294
Operating Expenses:									
General and Administrative	552,345	1,104,690	1,158,022	53,332	981,451	1,047,988	1,085,915	1,122,148	982,754
Operating Expenses	2,711,864	5,423,728	6,159,983	736,255	4,939,316	5,136,207	4,880,216	5,055,849	6,139,857
Purchased Power									
Fuel	7,630,052	17,231,373	18,375,561	1,144,188	15,992,090	21,212,369	24,786,014	23,183,450	23,802,250
Non-Fuel	3,807,274	8,598,180	8,569,163	(29,017)	8,043,955	9,256,070	12,437,885	12,618,456	11,840,108
Transmission Power Cost	789,366	1,578,732	2,392,180	813,448	2,328,188	2,130,671	2,155,495	2,062,414	1,600,046
Total Operating Expenses	15,490,901	33,936,703	36,654,909	2,718,206	32,285,000	38,783,305	45,345,525	44,042,317	44,365,015
Operating Income (Loss)	5,868,226	12,034,193	12,924,257	(890,064)	13,257,220	13,712,643	12,314,454	10,523,400	3,467,279
Nonoperating Revenues (Expenses):									
Investment Earnings (net of interest paid on interfund borrowings)	2,362	4,724	(40,000)	44,724	57,244	33,506	(38,774)	172,488	(168,750)
Principal on Debt	(637,500)	(1,720,000)	(1,720,000)	-	(1,620,000)	(1,430,000)			
Interest on Debt	(1,359,968)	(2,719,936)	(3,029,038)	309,102	(2,579,881)	(2,990,613)	(2,303,537)	(2,823,689)	(3,614,713)
Miscellaneous Revenue	170,396	340,792	-	340,792	126,183	1,337,683	34,307	35,038	49,364
Proceeds from Sale of Assets	1,787	3,574	-	3,574	2,655	(22,089)	57,992	4,011	3,560
Capital Spending from Sources other than Bond Proceeds	(1,482,929)	(2,965,858)	(4,940,000)	1,974,142	(2,109,061)	(1,621,474)	(1,245,371)	(1,921,374)	(2,641,642)
Grant Reimbursements for Undergrounding	-	-	-	-			892,849		
Contributions in Aid of Construction	275,880	551,760	-	551,760	389,419	477,746	212,897		
Capital Contributions for Plug-In Program	42,698	85,396	-	85,396	102,343	59,593	171,940	1,679	15,893
Total Nonoperating Revenues (Expenses)	(2,987,274)	(6,419,548)	(9,729,038)	3,309,490	(5,631,098)	(4,155,648)	(2,217,697)	(4,531,847)	(6,356,288)
Income (Loss) Before Operating Transfers	2,880,952	5,614,645	3,195,219	2,419,426	7,626,122	9,556,995	10,096,757	5,991,553	(2,889,009)
Operating Transfers In									
Operating Transfers In	-	-	-	-					
Operating Transfers Out	(1,180,668)	(2,543,447)	(2,757,500)	214,053	(2,537,830)	(2,869,777)	(3,220,605)	(2,931,710)	(2,633,592)
Total Operating Transfers	(1,180,668)	(2,543,447)	(2,757,500)	214,053	(2,537,830)	(2,869,777)	(3,220,605)	(2,931,710)	(2,633,592)
Net Income	1,700,284	3,071,198	437,719	2,633,479	5,088,292	6,687,218	6,876,152	3,059,843	(5,522,601)

WINTER PARK ELECTRIC UTILITY METRICS

March 31, 2013

	FY'13	FY'13	FY'13	Variance					
	<u>YTD</u>	<u>Annualized</u>	<u>Budget</u>	<u>from</u>	<u>FY'12</u>	<u>FY'11</u>	<u>FY'10</u>	<u>FY'09</u>	<u>FY'08</u>
				<u>Budget</u>					
<u>Technical Performance</u>									
<u>Other Financial Parameters</u>									
Debt Service Coverage	2.94				3.17	3.11	4.85	2.70	0.73
Fixed Rate Bonds Outstanding	58,510,000				59,915,000	61,235,000	57,120,000		
Auction Rate Bonds Outstanding	15,585,000				16,610,000	16,910,000	22,410,000		
Total Bonds Outstanding	74,095,000				76,525,000	78,145,000	79,530,000	80,010,000	70,760,000
Principal Repayment	2,230,000	2,230,000	1,720,000		1,620,000	1,430,000	480,000	625,000	3,920,000
Capital Spending from Bond Proceeds	83,472	83,472	-		1,802,511	514,366	2,209,465	6,305,626	6,509,127
Balance Owed on Advance from General Fund	-				-	405,494	2,241,006	2,743,554	2,856,026
Cash Balance (borrowed from pooled cash)	704,428				2,838,999	(2,589,592)	(8,096,129)	(10,106,320)	(11,118,569)

Notes

Fiscal Years run from October to September; FY'13 is 10/1/12 to 9/30/13

SAIDI is System Average Interruption Duration Index (12-month rolling sum)

MAIFI is Momentary Average Interruption Frequency Index (12-month rolling sum)

REGULAR MEETING OF THE CITY COMMISSION

April 22, 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 Jim Williams grandson who recently passed away and for those individuals who were injured or passed away this week in the Boston Marathon tragedy.

The invocation was provided by Senior Pastor Walter Jackson, First Baptist Church of Winter Park, followed by the Pledge of Allegiance.

Members present:

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

Also present:

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

Approval of the agenda

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

Mayor's Report

a. First Baptist Church of Winter Park's 100th Anniversary

Mayor Bradley proclaimed April 21, 2013 as the "First Baptist Church's 100th Anniversary Day." Senior Pastor Walter Jackson accepted the proclamation.

b. Employee of the Quarter – Sam Cruz, Assistant Division Chief of the Wastewater Treatment Division

Mayor Bradley recognized Assistant Division Chief Sam Cruz, Wastewater Treatment Division, as employee of the First Quarter 2013 and thanked him for his hard work and dedication.

c. Winter Park Historical Association Update

Executive Director Susan Skolfield, Winter Park Historical Association (WPHA), thanked the Commission for their continued support. She provided a brief PowerPoint presentation which illustrated their accomplishments and contributions to the community.

d. Proclamation – North American Occupational Safety and Health Week

Mayor Bradley proclaimed the week of May 5-11, 2013 as North American Occupational Safety and Health Week and May 8, 2013 as Occupational Safety and Health Professionals Day. Jennifer Zipeto, Central Florida Chapter of American Society of Safety Engineers, was present to accept the proclamation.

Mayor Bradley thanked staff for going above and beyond in making Earth Day and Arbor Day, Taste of Winter Park and Dinner on the Avenue events a huge success.

City Manager's Report:

City Manager Knight advised the community that recently there have been a number of burglaries in the area and that a great source of publicity is being distributed to alert the community. He said our local police department is very aware of the situation and have increased their presence in the local neighborhoods. He urged all residents to be on alert and take precautionary safety measures.

City Manager Knight advised that last week he had a follow up discussion with City Attorney Larry Brown, Stumpy Harris and Jan Carpenter the attorney for the Ravaudage CDD regarding property access within the CDD. During the discussion no one felt the need to issue a resolution; however, they all agreed that a city policy should be established which clearly defines the proper process and procedures regarding the various permits and approvals that will be required within the CDD. It was noted that Mr. Harris is to follow up with his clients to see if they would agree to this; the final details are still being worked out, and he will keep them posted.

City Attorney's Report

At the request of Commissioner McMacken, Attorney Brown summarized previously adopted picketing Ordinance No. 2886-12 which prohibits picketing within 50 feet of a City right-of-way **where the target/resident's home is located** and how it applied to the event that transpired this past weekend.

Discussion ensued regarding the **City's current sign** ordinance and if it addresses the size, content information and images that are being displayed on the signs. Attorney Brown said the adult entertainment ordinance could come into play if it relates to nudity or sexual behavior. He said he understands that some of the signs are upsetting due to their graphic nature but generally the courts have said these types of images are constitutionally protected.

Non-Action Item

- a. Financial Report – February 2013

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

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

Consent Agenda

- a. Approve the minutes of 4/8/13. – **PULLED FOR DISCUSSION, SEE BELOW**
- b. Approve the following purchase, contract and formal solicitation:
1. PR 152050 for undergrounding of electric (IFB-1-2008) with Heart Utilities of Jacksonville; \$62,164.19.
 2. **Piggybacking the Florida Sheriff's Association contract 11-10-1202 for Fire Rescue vehicles and other fleet equipment with Braun Industries, Inc., blanket purchase order for the purchase, and authorize the Mayor to execute the Piggyback Contract. – PULLED FOR DISCUSSION, SEE BELOW**
 3. Award IFB-19-2013, Security, Access, and Monitoring at the Public Safety Complex, to Integrated Systems of Florida; \$48,000.
- c. Approve the membership of the Development Review Committee (DRC) for the Ravaudage project Planned Development (PD) to consist of the City Manager or Assistant City Manager and the department heads of Planning, Economic Development, Police, Fire, Public Works, Building, Water/Sewer Utilities, Electric Utilities and Parks and Recreation.

Motion made by Commissioner Leary to approve Consent Agenda items 'b.1', 'b.3' and 'c'; seconded by Commissioner McMacken and approved unanimously with a 5-0 vote.

Consent Agenda item 'a' - Approve the minutes of 4/8/13.

Commissioner Cooper requested to amend her statement on page 9 of the minutes regarding "Qualification Documents". **Motion made by Mayor Bradley to approve Consent Agenda item 'a' with the adjustment that Commissioner Cooper has suggested; seconded by Commissioner Leary and approved unanimously with a 5-0 vote.**

Consent Agenda item 'b.2' - Piggybacking the Florida Sheriff's Association contract 11-10-1202 for Fire Rescue vehicles and other fleet equipment with Braun Industries, Inc., blanket purchase order for the purchase, and authorize the Mayor to execute the Piggyback Contract.

City Manager Knight and Fire Chief James White addressed Commissioner Sprinkel's inquiry regarding the City's process of acquiring new vehicles. **Motion made by Commissioner Sprinkel to approve Consent Agenda item 'b.2'; seconded by Commissioner Leary and approved unanimously with a 5-0 vote.**

Action Items Requiring Discussion

a. Surplus of Blake Yard property

City Manager Knight explained that the Blake Yard property is approximately 0.44 acres and zoned PQP. The property is currently used as an electric lay down yard for electric distribution equipment/supplies awaiting installation.

On February 25, 2013 a Commission work session was held to discuss various City properties. With regard to the Blake Yard property there was no real consensus as to what should happen with it. Opinions varied from using it as parking, to leaving it as open space until we decide what to do with it, to putting it up for sale.

On March 27 the City received an email from Dan Bellows of Sydgan Corporation requesting the City consider swapping the Blake Yard property for the properties located at 741 and 751 Minnesota Avenue. Layouts of the potential uses of the Minnesota properties were provided by Mr. Bellows.

City Manager Knight advised that an appraisal has not been done for any of the three properties. He explained should the Commission be interested in this proposal or any other disposal scenario, the City will need to issue a notice of disposal for the Blake Yard property in order to receive proposals from interested parties. The notice does not obligate the City Commission to accept any proposals at this point in time and after the notice is over, the City may choose to reject all proposals. City Manager Knight answered questions.

A brief discussion ensued regarding the cost of advertising, the current zoning designation and the different types of offers that might be received.

Commissioner Cooper did not want to let go of this property since it is within walking distance of downtown and believed at this time it could be used for some sort of public use and future use for parking. Mayor Bradley and Commissioner Leary felt that it would be advantageous to receive various proposals to see what we can get for this property since they are under no obligation.

Motion made by Mayor Bradley to approve the process of a Notice of Disposal; seconded by Commissioner Leary.

Forest Michael, 358 W. Comstock, provided several scenarios regarding the potential uses for this property.

John Skolfield, 358 Ultoria Avenue, felt that the City should retain the property for future use.

Joe Terranova, 151 N. Virginia Avenue, said it does not hurt to solicit offers but we should be cautious with disposing of City owned property.

Public Works Director Troy Attaway addressed Commissioner McMacken's concerns by providing clarity regarding the potential future use of Comstock Avenue since SunRail is proposing to close this street. A majority of the Commission agreed that we need to contact SunRail to find out their overall plans. Mayor Bradley said it would be helpful to have the City's downtown master plan when discussing these types of issues. The request was acknowledged.

Commissioner McMacken said he would like to receive the information from SunRail before issuing the Notice of Disposal. Commissioner Sprinkel said she is not ready to move forward at this time since there was no real consensus regarding the overall use of this property.

Upon a roll call vote, Mayor Bradley and Commissioner Leary voted yes. Commissioners Sprinkel, Cooper and McMacken voted no. The motion failed with a 3-2 vote.

Motion made by Mayor Bradley that we look at acquiring the piece of property to the north of Azalea Lane as a potential park acquisition; seconded by Commissioner Leary for discussion.

Commissioner Cooper felt that the above motion is inappropriate at this time since it was not listed on the agenda for discussion.

Motion made by Mayor Bradley that at the next Commission meeting they discuss looking at acquiring the piece of property to the north of Azalea Lane as a potential park acquisition; seconded by Commissioner Leary for discussion.

Discussion ensued regarding the need to revisit the topic of all City owned properties to determine which ones could possibly be disposed of and/or if we should acquire other real property so as to expand some of our parks or recreational areas. Several Commissioners felt that a process needs to be created for the Notice of Disposal along with a true master plan to help with the visioning process.

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

Public Hearings:

- a. Request of Trustco Bank: Conditional use approval: To add a drive-thru bank teller lane to the existing office building at 950 N. Orlando Avenue, zoned C-3.

Planning Director Jeff Briggs addressed the parking, traffic circulation and stacking, stormwater retention and landscape plan. He advised that the Planning and Zoning Board voted unanimously (7-0) to recommend approval to add a drive-thru bank teller to the existing office building. Mr. Briggs addressed questions related to the entrance of the property, the potential effects related to the Lee Road extension and parking allowances.

Ralph "Terry" Hadley, 1301 West Morse Boulevard, represented the applicant. He reiterated their plans and responded to inquiries about the property entrance.

Motion made by Commissioner Cooper to approve the conditional use request; seconded by Commissioner Sprinkel.

Commissioner McMacken explained why he believed the parking requirements in our code needs to be looked at. Mayor Bradley agreed. Mr. Briggs acknowledged the request.

Architect Eric Trabian, Trustco Bank, addressed questions pertaining to landscape upgrades and beautification enhancements.

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

Tony Gray, 452 Sylvan Drive, distributed an article from the Wall Street Journal titled "The pension rate of return fantasy" and provided comment.

Joan Cason, 1915 Woodcrest Drive, felt that Congressman Mica should have been seated properly so that his back was not facing the audience during last week's work session regarding the post office.

A recess was taken from 5:05 p.m. to 5:19 p.m.

- b. Request of the Jewett Orthopedic Clinic on the properties at 930, 950 and 960 Minnesota Avenue:

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 MEDIUM-DENSITY RESIDENTIAL TO PARKING LOT ON THE PROPERTIES AT 930, 950 AND 960 MINNESOTA 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 MEDIUM DENSITY MULTI-FAMILY (R-3) DISTRICT TO PARKING LOT (PL) DISTRICT ON THE PROPERTIES AT 930, 950 AND 960 MINNESOTA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

Attorney Brown read both ordinances by title. Mayor Bradley and Commissioner McMacken recused themselves from voting due to a conflict of interest; see Form 8B attached.

Planning Director Jeff Briggs advised that the Planning and Zoning Board voted unanimously (7-0) to approve the comprehensive plan future land use map change and zoning change with the condition that the parking lot not be leased for any alternate commercial use, such as off-site restaurant parking. Mr. Briggs answered questions including the potential height of the separation wall. He also noted that the interior landscape plan for the parking lot will comply with code.

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

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

Ex-parte communications were provided regarding the zoning change. Mayor Bradley said that he told the applicant that he might have a potential conflict so he did not talk to the applicant about this specifically; Commissioners Leary and Sprinkel said there was nothing to report; Commissioner Cooper spoke to staff; Commissioner McMacken spoke to the City Attorney in regards to his potential conflict.

Selby Weeks, Klima Weeks Civil Engineering, spoke on behalf of the applicant and said the Jewett Orthopedic Clinic is committed to remain as a community member.

Leah A. Moyer, 1001 Minnesota Avenue, inquired as to the size of the trees that are to be installed. Mr. Briggs responded.

Upon a roll call vote on the first ordinance (comprehensive plan), Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried unanimously with a 3-0 vote. Mayor Bradley and Commissioner McMacken abstained from voting.

Upon a roll call vote on the second ordinance (zoning), Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried unanimously

with a 3-0 vote. Mayor Bradley and Commissioner McMacken abstained from voting.

- c. RESOLUTION NO. 2123-13: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE BROOKSHIRE ELEMENTARY SCHOOL NEIGHBORHOOD SIDEWALKS (BRECHIN DRIVE, DUNBLANE DRIVE, KIMBRACE PLACE).

Attorney Brown read the resolution by title.

Public Works Director, Troy Attaway explained that in April 2011 the City applied for a Safe Routes to School Grant for sidewalk enhancements in the Brookshire neighborhood. In July 2011, the grant was approved for FDOT fiscal year 2015; however, the City requested that FDOT move the funding to an earlier date (February 2013). To date, FDOT is working to advance the funding as well as adjusting the construction schedule. Mr. Attaway answered questions and provided a preliminary site plan illustrating where the proposed sidewalks would be installed. He noted that this part of the grant application applies to the design phase and that the construction phase will come forward in the next few months for approval.

Motion made by Mayor Bradley to adopt the resolution; seconded by Commissioner Sprinkel for discussion.

Traffic Manager Butch Margraf explained that the property owners approached the City and asked for assistance with the grant application/program and that in order for the grant to be established all of the appropriate partners need to be in place (the City, the neighbors, the school and Metro Plan Orlando).

Concerns were raised by the Commission regarding the proposed site plan and if any trees would need to be removed in order to accommodate the installation of sidewalks. Mr. Attaway said the sidewalks will be routed around the trees.

Commissioner Sprinkel felt that the Commission should be involved in the approval process of the design plan and then it should be presented to the Pedestrian and Bicycle Safety Board for input. Mr. Margraf agreed and explained the overall process. He noted that the design plan will be included in the construction phase of this grant application which will come back to the Commission for approval. He noted that staff **will coordinate with the City's arborist to not impact the existing trees** and that staff will provide the safest design route for pedestrians and bicyclists.

Michele Gerber, 507 Brechin Drive, expressed her support because of the numerous children that walk or bike to school.

Mayor Bradley **said he appreciates staff's assistance with obtaining state funding** and wanted them to be aware of other necessary sidewalks so they can act on it.

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

- d. ORDINANCE NO. 2909-13: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 58-6 TO REVISE THE PROCEDURES FOR AMENDMENTS TO THE COMPREHENSIVE PLAN, REPEALING SECTION 58-7 REGARDING DEVELOPMENT AGREEMENTS ADOPTED PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AMENDING POLICY 1-1.1.3 AND REPEALING POLICY 1-1.1.5 OF THE CITY'S COMPREHENSIVE PLAN OF THE GOALS, OBJECTIVES AND POLICIES OF THE FUTURE LAND USE ELEMENT TO REMOVE THE REQUIREMENT OF SUPERMAJORITY OF VOTES FOR ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS; PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

Motion made by Mayor Bradley to adopt the ordinance; seconded by Commissioner Sprinkel.

Planning Director Jeff Briggs advised that on January 28, 2013, the City Commission approved the first reading of the ordinance to resolve the Comprehensive Plan supermajority conflict with the City Charter. Following approval, the amended ordinance was sent to the State of Florida Department of Economic Opportunity for comment per Chapter 163, Florida Statutes and no comments or objections were received.

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

- e. ORDINANCE NO. 2917-13: AN ORDINANCE TO AMEND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" IN THE FUTURE LAND USE ELEMENT SO AS TO ADD NEW POLICY TEXT AND A NEW FUTURE LAND USE CATEGORY RESTRICTED AND LIMITED TO PARKING LOT USE TO CORRESPOND TO THE PARKING LOT (PL) ZONING DISTRICT, PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

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

Planning Director Jeff Briggs advised that on February 11, 2013, the City Commission approved the first reading the ordinance to **establish a new "Parking Lot" Future Land Use category.** Following approval, the amended ordinance was sent to the State of Florida Department of Economic Opportunity for comment per Chapter 163, Florida Statutes and no comments or objections were received.

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

City Commission Reports:

a. Commissioner Leary

Commissioner Leary thanked staff for a great weekend of City events.

Commissioner Leary mentioned that over the weekend there were several children selling candy after hours on Park Avenue and asked if they are allowed to do so. City Manager Knight said they are not permitted and that our Code Enforcement Department is addressing the situation.

b. Commissioner Sprinkel

Commissioner Sprinkel said someone at the Dinner on the Avenue event made a suggestion for the City to create a memory book containing photos of yearly events for the residents to purchase.

Commissioner Sprinkel said that after seeing a presentation on pedestrian safety she felt that the City needs to examine the statistics of the fluorescent green paint that is being used for the pedestrian crosswalks.

c. Commissioner Cooper

Commissioner Cooper mentioned the sidewalk safety issues and the need to keep the lines of communication open so that the residents are fully aware of what is going on.

d. Commissioner McMacken

Commissioner McMacken said the Taste of Winter Park event was terrific.

e. Mayor Bradley

Mayor Bradley advised that he will be bringing forward the annual board appointments at the next meeting on May 13.

Mayor Bradley thanked the Police Department for their continuous efforts in battling home burglaries in the area and urged everyone to be extra vigilant during this time.

The meeting adjourned at 5:56 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

DRAFT



city commission agenda item

item type	Consent Agenda	meeting date	May 13, 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.	Garland/DBS, Inc.	PR152089 for Roof Replacement at Police Training Building	Total expenditure included in approved FY13 Facility Replacement budget. Amount: \$140,360.00	Commission approve PR 152089 to Garland/DBS, Inc.
This purchase will be made utilizing a piggyback contract through Cobb County/US Communities. The City Commission approved the piggyback contract on December 10, 2012.				
2.	Schuller Contractors, Inc.	PR152156 for Construction on Canton Avenue Stormwater Outfall Project	State of Florida Department of Environment Protection will fund 60% of project cost. Amount: \$78,461.05	Commission approve PR 152089 to Schuller Contractors, Inc.
This purchase will be made utilizing IFB-12-2013. The City Commission approved award of IFB-12-2013 on March 11, 2013 and authorized the Mayor to execute the contract.				
3.	Vermeer Southeast Sales & Service	PR152056 for Purchase of Bore Equipment	Total expenditure included in approved FY13 Electric Underground budget. Amount: \$55,487.99	Commission approve PR 152056 to Vermeer Southeast Sales & Service
This purchase will be made utilizing electric revenues.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
4.	Brown & Brown of Florida, Inc.	City Property Insurance Renewal (April 2013 – April 2014) Commercial Property Insurance Application	Total expenditure included in approved FY13 budget. Amount: \$375,523.99	Commission approve after the fact PO149915 to Brown & Brown Insurance for city property insurance renewal and authorize the Mayor to execute the Commercial Property Insurance Application.
The City's agent of record solicited quotes from twenty-five (25) insurance carriers, and received indications from three (3), including the incumbent. Renewing with the existing carrier is most favorable based on price, coverage and the ability to maintain a 3% wind deductible.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
5.	Universal Engineering Sciences, Inc.	Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Environmental Services)	Total expenditure included in approved FY13 budget	Commission approve contract renewal with Universal Engineering Sciences, 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 Universal Engineering Sciences, Inc. on June 25, 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 June 24, 2013.				
6.	John J. Christie & Associates	Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Mechanical & Electrical Engineering)	Total expenditure included in approved FY13 budget	Commission approve contract renewal with John J. Christie & Associates 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 John J. Christie & Associates on June 25, 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 June 24, 2013.				
7.	BASE Consultants, P.A.	Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering)	Total expenditure included in approved FY13 budget	Commission approve contract renewal with BASE Consultants, P.A. 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 BASE Consultants, P.A. on June 25, 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 June 24, 2013.				
8.	Florida Bridge & Transportation, Inc.	Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering)	Total expenditure included in approved FY13 budget	Commission approve contract renewal with Florida Bridge & Transportation, 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 Florida Bridge & Transportation on June 25, 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 June 24, 2013.				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
9.	Sun Trust Bank, Inc.	Piggybacking the City of Wilton Manors contract for Purchasing Card Services	Purchases will be made in accordance with the approved budget.	Commission approve piggybacking the City of Wilton Manors contract RFP 2012-11-06-01 and authorize the Mayor to execute the Piggyback Contract.
The City of Wilton Manors utilized a competitive bidding process to award this contract. The current contract term expires on January 28, 2016.				
10	Layne Inliner, LLC	Piggybacking the Orange County contract for Gravity Main and Manhole Lining	Purchases will be made in accordance with the approved budget.	Commission approve piggybacking the Orange County contract Y9-1063 and authorize the Mayor to execute the Piggyback Contract.
Orange County utilized a competitive bidding process to award this contract. The current contract term expires on October 20, 2013.				

Formal Solicitations

	vendor	item background	fiscal impact	motion recommendation
11	Massey Services Inc.	RFP-16-2013 Pest Control Services	Total expenditure included in approved FY13 budget. Amount: \$15,636.00 per year.	Commission approve award to Massey Services and authorize the Mayor to execute the Contract.
The City utilized a formal solicitation process to award this contract. Initial contract term will be for a period of three (3) years with a two (2) year renewal option, not to exceed five (5) years in total.				
12	The Davey Tree Expert Co.	ITN-6-2013 Utility Vegetation Management	Total expenditure included in approved FY13 Electric budget. Amount: \$400,000 per year.	Commission approve award to The Davey Tree Expert Co. and authorize the Mayor to execute the Contract.
The City utilized a formal solicitation process to award this contract. The contract will be in effect for an initial one (1) year period, with the option to renew for up to four (4) additional one (1) year periods, not to exceed five (5) years in total.				



city commission agenda item

item type	Consent Agenda	meeting date	May 13, 2013
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager
department	Economic Development/CRA		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	CRA Advisory Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	4-0 final vote

subject

Approval of Winter In the Park Holiday Ice Rink contract with Magic Ice

motion | recommendation

Approve the 5th Annual Winter in the Park Holiday Ice Rink event contract with Magic Ice USA and subsequent purchase requisitions, and authorize the Mayor to execute the contract.

background

Following the survey efforts of America's Research Group which indicated a desire for more "family friendly" events in the downtown area, the Winter in the Park Ice Rink event was developed.

For four years the Winter Park CRA has funded this event which provides residents and visitors a vibrant and unique opportunity to visit and shop in Winter Park's downtown core during the crucial holiday season. Last year's event brought in over 17,000 skaters, a 20% increase over the prior year and resulted in over a quarter million dollars in spending in downtown shops and restaurants.

Skater surveys were completed as part of the event and provided valuable feedback as to the quality of the event, demographics of the participants, and impact on downtown businesses. Overwhelmingly visitor and merchant surveys support the continued tradition of the Winter in the Park event. Over 95% of visitor surveys expressing delight or satisfaction of the event.

Staff is proposing to start the event November 15, 2013 and end on January 5, 2014 and the event will be managed by Magic Ice USA the operator for the last three years' events and owned by a Winter Park resident. The contract has been attached for informational purposes and is on the City Commission agenda for approval.

Staff has reached out to last year's sponsors and is working to confirm their support for this upcoming year. Most of last year's sponsors have indicated interest in continuing.

The CRA Advisory Board commented on the fact that the ice rink has become financially self-sufficient after five years and brings more people into the downtown area. The Advisory Board discussed the possibility of handing the event to someone outside of the city to manage. Staff explained that there is a need to control the event and until there is a continuous profit, this option was not cost-effective at this point in time. The CRA Advisory Board approved the ice rink funding by a unanimous vote.

alternatives | other considerations

Discontinue the event

fiscal impact

In 2012, bids were solicited from other companies to provide ice rink services but both came in well above the Magic Ice contract at approximately \$93,000 (actual contract is \$85K but we have approximately \$8K in negotiated profit share and concession arrangements). If the event makes a profit after all expenses the City agrees to reimburse Magic Ice up to \$4,000 however even with this profit share arrangement in place, the total cost is well below comparable bids.

Ice Anywhere - \$135,000

Everything Ice - \$123,699

long-term impact

N/A

strategic objective

Quality economic development.

**WINTER PARK HOLIDAY ON ICE
EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT**

THIS EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2013 by and between **Magic Ice USA, Inc.**, a Florida corporation ("Magic") whose address is 10364 SW 128 Terrace, Miami, Florida 33176, and the **City of Winter Park**, a Florida municipal corporation ("City") whose address is 401 Park Avenue South, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the City desires to install a tented ice rink in Central Park for the Winter Holiday Season; and

WHEREAS, Magic represents and warrants that it has the expertise and ability to install, and remove a temporary ice skating rink and to safely and reasonably operate and maintain the temporary ice skating rink under the terms and conditions stated herein; and

THEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Magic and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby expressly incorporated into this Agreement.
2. **Scope of Services – Generally Provided by Magic.**
 - a. Magic shall provide to City all of the Equipment and personnel that are necessary to install, maintain, operate, manage, and remove a temporary tented ice skating rink in the West Meadow of Central Park located on New York Avenue, as more specifically described hereunder. Said rink shall be operated during the holiday season from November 15, 2013 through January 5, 2014. The rink management services shall be as provided on **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.
 - b. Magic shall take sole and absolute responsibility of managing, operating, and maintaining the ice rink on a daily basis and will provide general liability insurance coverage, as more specifically provided herein, to protect against any damages and indemnification claims arising out of, or related to the managing, maintenance and operation of the ice skating rink.
3. **Equipment Provided by Magic.** The ice Equipment rental which shall be provided by Magic under this Agreement shall include, but not be limited to:
 - a. A 54'x76' ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.

- b. 200 horsepower air-cooled refrigeration system and pump; suitable for making ice.
- c. Ice maintenance tools.
- d. Insulation and/or vapor barriers.
- e. Module dasher board and railing system.
- f. Secondary refrigerant cooling liquid.
- g. Ice painting equipment and supplies.
- h. A minimum of 300 pairs of rental skates of various sizes.
- i. 500 square feet of rubber flooring.
- j. Transformer to convert from 480 volt/250 amp to 208 volt/1000 amp.

(collectively "Equipment"). City acknowledges the Equipment being leased pursuant to this Agreement may be used Equipment. However, at all times, Magic represents and warrants that the Equipment shall be in good working order and shall operate and perform for its intended purpose.

4. **Additional Services Provided by Magic.** Magic will also provide the following services:

- a. Except as otherwise provided herein, all tools, supplies and Equipment necessary for installation and removal of the Equipment.
- b. Magic shall provide training to any employees or contractors hired to maintain and operate the ice rink.
- c. All transportation and freight to and from installation site.
- d. Professional installation supervisor.
- e. Professional refrigeration technician at installation and as needed to make any repairs.
- f. Laborers to assist with installation and removal, which is estimated to take approximately six (6) days for installation and six (6) days for removal.
- g. Travel expenses for all out-of-town professional personnel for installation and removal.
- h. Day-to-day professional management of the ice rink.
- i. Day-to-day operating personnel.

5. **Items Provided by City.** City, at City's expense, is required to provide the following at site prior to installation of the Equipment;

- a. Connection to a power source to achieve continuous three-phase, 208-volt, 1000 amp, electric capacity for connection to refrigeration system.
- b. Access to 110-volt power for tools etc.
- c. Electrician at site during installation to make all electrical connections to refrigeration unit.
- d. Refrigeration system designated location in the closest position to the rink possible; however, no more than 50 feet from the rink.
- e. Protection of the hoses from the rink to the refrigeration unit via wood frame enclosure or other protection reasonably acceptable to Magic.
- f. Graphic or cosmetic enhancement of the ice skating rink, if desired.
- g. A wood-frame cover and trim boards over the header manifold along one end of the rink in order to protect header manifold.

- h. All equipment needed to unload, position, and load Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and any other equipment reasonably required by Magic.
- i. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
- j. Adjacent parking for technicians and supervisors during installation and removal periods.
- k. Water supply adjacent to the site.
- l. Safety equipment to include without limitation first aide, traffic cones, and barricades as needed.
- m. Any local permits and licenses required to install and/or operate the facilities.
- n. Ticket and skating booth, if desired.
- o. Any and all warming or convenience tents, if desired.
- p. All appropriate signage.
- q. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, rubber floor coverings in addition to what Magic provides (if necessary), outdoor carpeting, containment around rink facilities via picket fences, etc.
- r. Ambient lighting, special effects lighting, if desired, sound system, public address system.
- s. Operational items, which include but are not limited to first aid kit, cash control, janitorial, etc.
- t. Security for skates and all other equipment on site.
- u. City shall provide manpower, as specified in this Agreement, for unloading Equipment, positioning Equipment at site and loading Equipment for removal; and for providing all equipment necessary to accomplish the same.
- v. A laser leveled site on which to install the ice rink, via sandbox or platform.

6. **Term; Installation; Hours of Operation.** The term of the rental is from November 9, 2013 to January 11, 2014, which includes an anticipated period of six (6) days for installation and six (6) days for removal. Hours during which installation and removal of equipment may occur will be restricted to 8 a.m. to 9 p.m. to reduce neighborhood disturbances. Operational days shall be November 16, 2012 through January 6, 2013. Unless otherwise mutually agreeable between the parties in writing, the ice rink will be open to the public from 3 p.m. to 9 p.m., Monday through Thursday; 3 p.m. to 10 p.m. on Friday; 10 a.m. to 10 p.m., on Saturday; and 12 p.m. to 8 p.m. on Sundays. Use of the ice rink will be scheduled to coincide with City sponsored special events occurring in Central Park and on Park Avenue including, but not limited to, tree lighting and holiday parade. Additional hours may also be scheduled to accommodate special rentals and private parties and events, as well as extended skating hours during school holidays. While Magic will use reasonable efforts to install and remove within the time period above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Magic represents and warrants that they will

attempt to correct all delays as quickly as possible; however, Magic will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual operation of the ice skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink. Magic will diligently repair said conditions and cure such problems as quickly as possible; however, Magic is not liable for delays or for periods of time in which the rink is not suitable for skating due to weather or mechanical problems. However, in the event the rink is not suitable for skating on any particular day due to Magic's negligence, Magic agrees that the rental term shall be extended one day for each day that the rink is not suitable for skating at no additional cost to the City, provided the rental terms shall not be extended by more than three additional days unless mutually agreed to by the parties in writing.

7. **Responsibility for Equipment; Repairs.**

- a. Magic shall be responsible for the Equipment at all times during the term of this Agreement, except if the Equipment must be repaired due to the negligence of or misuse by City or City's employees. As such, Magic is responsible to repair the Equipment on an as needed basis unless the repair is necessary due to a cause for which City is responsible, in which event, Magic may seek reimbursement from the City for any incurred charges to repair the Equipment.
- b. City further understands that in the event repair to Equipment is needed, that Magic would be sending repair technicians from a different location, which can cause additional delay. To the extent that Equipment repairs are needed because of the misuse of the Equipment by the City or due to the negligence of the City, the City will be responsible to provide lodging at a clean, medium priced hotel in close proximity to the rink site for technicians during repair periods, provided an overnight stay is necessary in the Winter Park area to timely accomplish the repairs. However, in the event that repairs are necessary because of equipment malfunction or improper performance that is due to circumstances not caused by City, its employees, agents, representatives, customers or the public, or that are the result of equipment defects or non-maintenance related failures, Magic shall be responsible for lodging of its repair technicians.

8. **Removal of Equipment.** Removal of the Equipment shall be completed no later than ten (10) days following the conclusion of the rental period set forth in paragraph 6. Both parties will make every good faith effort to facilitate the removal of equipment in a timely manner.

9. **Compensation.** For the Equipment and personnel provided by Magic that are necessary to install, maintain, operate, manage, and remove the temporary tented ice skating pursuant to this Agreement, City shall compensate Magic a total of \$84,750.00, together with all applicable sales use and other taxes (if any), payable on progressive installment payment terms as follows:

- a. Upon delivery of a proper invoice to the City by Magic, 95% of the Equipment rental and management services charges (\$80,512.50) shall be due and payable at such time the Equipment has been delivered to the ice rink site. Magic will use its best efforts and endeavor to deliver the Equipment on or about November 9, 2013.
- b. The remaining 5% of the Equipment rental and management services charges (\$4,237.50) shall be due and payable in full upon Magic completing performance under this Agreement and completely removing all the Equipment after the rental term has been completed. If Magic fails to complete performance under this Agreement, the remaining payment shall be prorated based on the actual services provided by Magic, subject to any deduction for Equipment removal costs. In addition, if non-performance includes Magic's failure to complete the removal of the Equipment in accordance with the terms of this Agreement, the City may, at its sole discretion and after prior written notice to Magic, use the remaining funds to remove and store the Equipment until such time Magic retrieves the Equipment from the City. However, under no circumstances shall this paragraph be construed as requiring the City to remove and store the Equipment or come out-of-pocket to remove and store the Equipment.
- c. If at the conclusion of the term of this Agreement, the City determines that it has earned a net profit from the operation of the ice skating rink, with revenues collected by the City exceeding all City expenses including, but not limited to, rental fees, grass replacement, structure and facility rental, overhead, decorating, labor and applicable sales taxes, the City agrees to pay Magic one hundred percent (100%) of the City's net profit up to a maximum amount of \$4,000. All net profits earned by the City which exceed \$4,000 shall be retained by the City.
- d. The personnel costs for the day-to-day operation of the temporary ice rink, other than the on-site Manager and any employees or employee time dedicated to the operations of the concession area, shall be paid by the City. Magic shall pay the personnel costs and subsequently invoice the City on a bi-weekly basis for the actual costs plus payroll processing costs. The payroll costs shall be reasonable in the local employment market and subject to the express prior approval of the City. Said approval shall not be unreasonably withheld by the City.
- e. No other compensation shall be paid to Magic by City other than the amount stated in this paragraph.
- f. All monies that are required to be paid under this Agreement to Magic are payable to Magic Ice USA, Inc. by check at 10364 SW 128 Terrace, Miami, FL 33176.

10. **Use of Equipment.** The parties agree that they will not use, operate, maintain, or store the Equipment improperly, carelessly or in violation of any applicable law or regulation or for any purpose other than for the operation of an ice skating rink on the site designated in this Agreement.
11. **Relocation or Removal of Equipment.** Except as provided in Paragraph 9b, City shall not relocate or remove the Equipment without the consent of Magic, which consent may be withheld for any or no reason. However, in the event of emergency, City shall have the right to relocate or remove the Equipment pursuant to its inherent police powers under Chapter 166, Florida Statutes.
12. **Sublease or Alteration of Equipment Prohibited.** City shall not sublease the Equipment, permit the use of the Equipment by any one other than City, alter or modify Equipment, place any accessories on the Equipment except as authorized hereunder, assign its rights or obligations under this Agreement, or change the use or location of the Equipment without the prior written consent of the Magic, which consent may be withheld for any or no reason.
13. **Magic's Right of Entry.** Magic shall have the right to enter the site occupied by the Equipment and inspect and repair the Equipment with reasonable notice to the City to the extent required to ensure that the Equipment is operating as intended under this Agreement.
14. **Loss or Damage of Equipment Due to City.** City shall be liable to Magic for all loss and damage to the Equipment, at its actual cash value, only to the extent that any loss or damage is attributable to the negligence or willful acts or omissions of City, its employees, agents or representatives.
15. **Indemnity and Hold Harmless.** To the extent permitted by Florida law, each party shall indemnify, defend and hold the other party, including their respective employees, officers, and contractors, harmless against and from any and all claims, lawsuits, losses, damages, injuries (including death), attorney's fees, expenses, liabilities or penalties which arise from, and out of, the negligent or willful acts or omissions of their own employees, officers or contractors and their respective performance under this Agreement.
16. **Insurance Requirement – Magic.** Magic agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than one million dollars (\$1,000,000.00), one million dollars (\$1,000,000.00) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the Equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in Florida and acceptable to City. City shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing City at least ten days prior notice of cancellation. Magic shall provide City evidence of insurance prior to shipment of Equipment. A breach of Magic's obligation to

furnish insurance pursuant to this Agreement is a material breach of this Agreement.

17. **Insurance Requirement – City.** City shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for actual cash value and written on an occurrence basis with an insurance company duly licensed in Florida and acceptable to Magic. Magic shall be named as both a loss payee and an additional insured on such policy. City shall provide Magic evidence of insurance prior to shipment of Equipment. A breach of City's obligation to furnish insurance pursuant to this Agreement is a material breach entitling Magic to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
18. **Site Topography.** Magic acknowledges that it is familiar with the topography of the proposed site set forth in this Agreement, that it has inspected said site, and that it represents and warrants, based on its past experiences, that the site is suitable for installing and operating the tented ice rink required hereunder.
19. **Taxes.** To the extent that City is not exempt, City shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the Equipment for the term of this Agreement.
20. **Title to Equipment.** Title to and ownership of the Equipment is and shall at all times remain with Magic and City shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement.
21. **City Responsibilities Regarding Equipment.**
 - a. City shall not remove or deface any of the Equipment nor remove any marking or serial number on the Equipment. However, it is understood that City shall be permitted to install sponsorship dasher boards.
 - b. City shall keep the Equipment free and clear of all levies, liens, security interests and encumbrance of any nature or kind and shall promptly remove the same. Failure to take immediate steps to remove any such levy, liens, security interests or encumbrance, shall constitute a material breach of this Agreement giving the Magic the right to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement shall be considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.

22. **Non-compete.** The Parties acknowledge that:
- a. This Agreement is for City's legitimate business and proprietary interests of operating a temporary ice-skating rink.
 - b. To protect City's legitimate business and proprietary interests, Magic agrees that it will not provide the same or similar temporary ice rink services to any other governmental or private entity, within an eight (8) mile radius from the outer perimeter of the ice skating rink site, without the prior express, written approval of City.
 - c. The term of this non-compete agreement shall coincide with the term of this Agreement, and any subsequent options to renew this Agreement.
 - d. Should City exercise one or more of the options to renew this Agreement as set forth in Paragraph 23, such renewal shall not constitute an extension of this non-compete provision, but instead shall constitute a re-negotiated new and separate non-compete provision for the term of each particular exercised option to renew.
23. **Renewal Option.** The City shall, at its discretion, have the right to exercise three (3) options to renew this Agreement under the same terms by providing written notice to Magic; except, however, the operational dates set forth in paragraph 6 will be adjusted to reflect the upcoming Thanksgiving and New Years Day holiday. Said renewal notice shall be provided by the City no later than May 31st following the previous year's performance by Magic and shall set forth date adjustments for the upcoming holiday.
24. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.
25. **Force Majeure.** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; terrorism, explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay

is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for thirty (30) days, either party may terminate this Agreement.

26. **Public Records.** Magic agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with the funds expended under the terms of this Agreement are considered public records pursuant to Chapter 119, Florida Statutes and Magic agrees to comply with all applicable public access and retention requirements of such records.
27. **Default/Breach; Opportunity to Cure.** Notwithstanding any other provision set forth in this Agreement, should either party desire to declare the other party in default or breach of any term or condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default or breach, the manner in which the default or breach can be cured, and a reasonable time period of not less than five (5) days, excluding weekends and legal holidays, in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied.
28. **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.
29. **City Revenues, Merchandise, and Sponsorships.** The parties acknowledge and agree that City shall have the right to charge public admission for the use of the ice rink, sell merchandise, and obtain dasher board and other sponsors related to the ice rink. All fees collected for admission, merchandise sales, and sponsorships of any kind shall be considered in their entirety as revenues of City. Magic hereby waives any right or claim to said revenues. To the extent Magic collects any of these revenues on City's behalf, Magic agrees to promptly pay all collected revenues to City and shall provide City with a full accounting of said revenues.
30. **Snack Bar/Concession Sales.**
 - (a) The parties agree that there will be one concession area at the ice rink which shall be open for business during the operational hours set forth in section 6 of this Agreement. Magic will provide all equipment, counter/set-up space, and signage required to display, prepare, serve, and sell concession items. In addition, Magic shall be responsible for obtaining all necessary state and local licenses to operate the concession area, and shall be responsible for training all workers who will be operating the concession area in accordance with all legal requirements.

Magic will also pay all labor costs associated with operating the concession area and will provide electric power necessary to operate the concession area.

(b) With respect to the sale of food and drink items at the concession area, Magic agrees to pay the City \$4,000 for the right to operate concessions at the ice rink event. The first payment installment of \$2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(a) of this Agreement and the second installment of \$2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(b) of this Agreement. All revenues and loss associated with the sale of food and drinks items will solely be the responsibility of Magic. Magic will keep a written accounting of all costs, revenues, and profits associated with the sale of food and drink items. The written accounting of profits/loss shall be provided to the City no later than three (3) business days following the conclusion of the operation of the ice rink.

(c) The food and drink menu items sold at the concession area shall be exclusively provided as required by this section of the Agreement. The pricing of the menu items will be mutually agreed upon between the City and Magic.

31. **Miscellaneous Provisions.**

- a. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.
- b. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.
- c. Magic and City acknowledge that this Agreement was entered into in Orange County, Florida and that the site of services is in Winter Park, Orange County, Florida.
- d. Magic and City agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.
- e. The parties agree that venue shall be exclusively in Orange County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.
- f. Neither Magic nor City shall be considered an agent or employee of the other party for any purpose whatsoever. For purposes of this Agreement, Magic shall be considered an independent contractor while performing services under this Agreement.

- g. No agreement varying or extending the warranties, remedies, or obligations contained in this Agreement will be binding upon Magic or City unless in writing and signed by a duly authorized officer of Magic or City.
- h. Under no circumstances shall Magic be held liable for any special, indirect, incidental or consequential damages unless said damages are the result of Magic's negligence, or willful acts or omissions of Magic, Magic's employees, agents, assigns, or subcontractors.
- i. The parties hereby agree that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity ("Acts") may cause the melting of the ice surface or portions thereof, and Magic and City shall not be responsible for any such conditions or loss of use of the ice skating rink or Equipment due to such Acts.
- j. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding unless made in writing and duly executed by all parties hereto.
- k. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superceded by this Agreement.
- l. This Agreement shall be binding and inure to the benefit of the Magic and the City. There are no third parties that are intended to be beneficiaries under this Agreement.
- m. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.
- o. This Agreement is only effective and enforceable against the City if this Agreement is approved by the City Commission of Winter Park.

Dated this ____ day of _____, 2013.

MAGIC:
MAGIC ICE USA, INC.

CITY:
CITY OF WINTER PARK, FLORIDA

By: _____
Byron J. Sharp, President

By: _____
Kenneth Bradley, Mayor

STATE OF FLORIDA
COUNTY OF _____

Attest:

The foregoing instrument was
acknowledged before me this _ day
of____, 2013, by Byron J. Sharp,
[] who is personally known
to me or [] who has produced
as identification.

Cindy Bonham, City Clerk

NOTARY PUBLIC, State of Florida
My commission expires:_____

EXHIBIT “A”

OUTDOOR TEMPORARY ICE SKATING RINK MANAGEMENT

Magic’s management and day-to-day operation service includes a fully trained manager supported by a Magic Ice USA, Inc. management home office team that shall professionally service the seasonal temporary ice rink project, which shall include the following:

- Fully trained ice rink manager with responsibility for day-to-day operations.
- Provide all travel and living quarters for the on-site manager.
- Develop and implement business operational procedures.
- Work with Pay-Chex pay-roll preparation company to provide full and accurate payroll for ice rink general employees and personnel.
- Help to establish proper disclaimer wristbands, flyers, free passes. Include wristband sponsor name and logo on wristbands. Cost of including sponsor on wristband will be billed to the City and reimbursed to Magic.
- Help to establish general rate information signage.
- Provide assistance in proper outfitting and startup of ice rink project.
- Provide assistance in outfitting employee’s uniforms.
- Hiring and, if necessary, firing of general employees.
- Training of all general employees.
- Maintaining and cleaning of skate rental areas, office, etc.
- Responsibility for depositing daily receipts to a Magic bank account and accurate income and expense reporting to City. Magic will then be responsible for reporting on a weekly basis the cash and credit cards that were deposited for that week and cutting a check in that reported amount each week to City. Credit card fees will be billed to City on a monthly basis once Magic receives the credit card statement.
- Establish customer credit card acceptance account and daily control and credit card batching out for accurate accounting and record keeping. Credit card account will be in Magic’s name and all monies deposited into Magic’s account will then be reported in the weekly amount to City.
- Clean and maintain dasher boards and all ice rink Equipment.
- Establish safety measures and oversee risk management procedures.
- Operate your ice surface, ice edger and other ice maintenance equipment.
- Maintain ice surface integrity and safe ice surface for skating.
- Oversee and operate skate sharpening equipment for customer and rental skate maintenance.
- Maintain safe ice skating environment through all weather conditions.
- Organize music selection and assure proper family friendly music.
- Establish proper loudspeaker announcements to assist in risk management and minimize liability claims.
- Provide general liability insurance coverage protection as required by the City. Insurance coverage will expressly list the City of Winter Park as an additional insured.
- Immediately notify the City of all claims, take and maintain incident reports and handle all liability claims and issues, and provide City with timely appraisal reports of said claims and issues.
- Ice rink business procedures development and implementation.
- Insure proper record keeping in all areas of the ice rink operation.
- Magic’s management team and hired rink employees will operate the rink based on hours of operation as determined by City.
- Magic will provide day-to-day operating personnel and will bill the City for payroll costs on a bi-weekly basis.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	May 13, 2013
prepared by department division	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		

Subject: Request to Exchange Lots – 645 Symonds for 813 W. New England

CRDI LLC (Dan Bellows) has requested that the City exchange or swap the city owned lot at 645 Symonds Avenue for his lot at 813 W. New England Avenue.

Both lots are zoned R-2. The city lot at 645 Symonds is 6,250 sq. ft. in size. The private lot at 813 W. New England is 5,500 sq. ft. in size. The difference in lot size is inconsequential.

The city purchased the lot at 645 Symonds in 2006 with funding from the Affordable Housing Trust Fund. The intention was/is to use the lot for a home built either by Habitat for Humanity or the Hannibal Square Community Land Trust. The City could just as easily use the exchanged lot at 813 W. New England Avenue for that purpose.

CRDI LLC (Mr. Bellows) owns the lot directly to the east of the city lot at 631 Symonds and is in the process of buying the next adjacent lot at 621 Symonds. With the exchange, it would give them a combined three lots. Under the R-2 zoning, the three lots in combination could be used for up to four townhomes (one unit for each 4,000 sq. ft. of land).

Staff Recommendation:

It makes no difference to the city staff which lot is used for an affordable housing project. Both lots lend themselves to the use for which they were acquired, which is a new single family home. Thus, staff has no objection to the property exchange provided the applicant pays all of the closing costs.

Jeffrey Briggs

From: W1454@aol.com
Sent: Monday, April 15, 2013 1:03 PM
To: Jeffrey Briggs
Subject: Lot swap West New England ave/Symonds ave Winter Park, Fl

Jeff, I would like to propose the city swapping:

645 Symonds ave Parcel Id: 06-22-30-3724-00-141

Lot 14, Horton Aaron, Plat book N, Page 66

to CRDI, LLC in exchange for:

813 W. New England ave Parcel ID: 05-22-30-9400-45-031

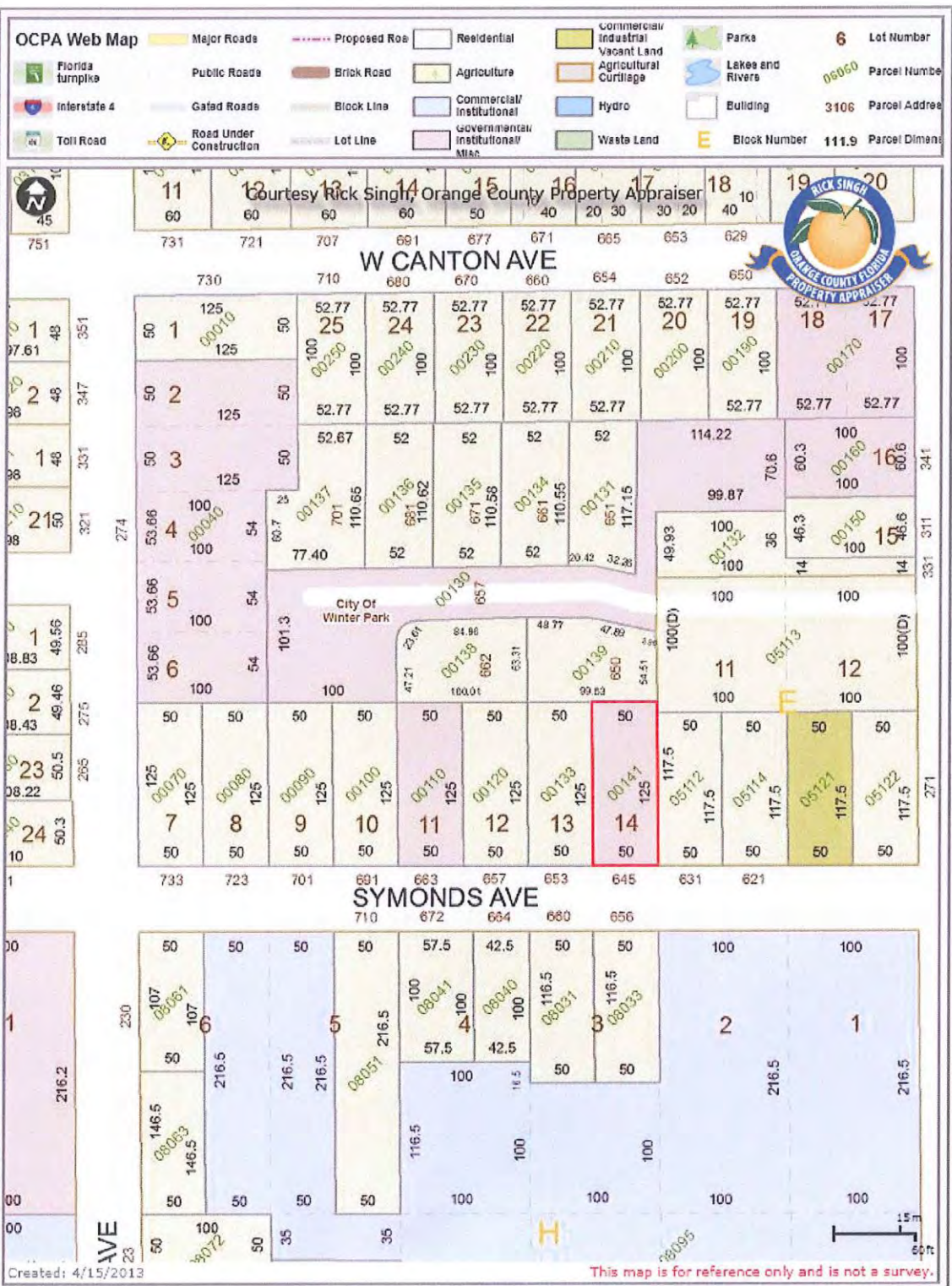
THE S 110 FT OF E1/2 OF LOT 3 BLK 45 SEE 5159/1363, TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220.

If this is of interest to the city CRDI, LLC is prepared to complete this ASAP.

Daniel B. Bellows
Sydgan Corporation
Post Office Box 350
Winter Park, Fl 32790-0350
407-644-2699 - Office
407-644-2854 - Fax
W1454@aol.com

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Disclaimer: Neither this email nor any attachment will constitute an offer, or be deemed to be a representation or warranty, to the recipient or any other party. Nothing in this email or any attachment will be binding upon the property owner unless the property owner executes and delivers an agreement satisfactory to the property owner in its sole discretion. Furthermore, any proposal contained in this email or any attachment is subject to withdrawal or modification by the property owner at any time prior to the full execution and delivery of such agreement.





city commission agenda item

item type	Action Item Requiring Discussion	meeting date	May 13, 2013
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department			<input checked="" type="checkbox"/> City Attorney
division		<input type="checkbox"/>	<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		
	final vote		

Subject: Request for Extension of Vehicle Sales Agreement for the Orlando RV properties.

Frank Hamner, on behalf of the property owners at 860, 710 and 805 W. Fairbanks Avenue are asking for City Commission approval to extend the period of vehicle sales permitted on these properties for an additional five years. These three properties are 860 W. Fairbanks (former Holler Chevrolet), 805 W. Fairbanks (former Holler truck lot across the street) and 710 W. Fairbanks (former Holler Corvette on corner of Capen Avenue).

Previously the City approved agreements to allow vehicle sales on these properties until December 1, 2015. The initial term was for seven years. The Property Owners are requesting another five year extension and the letter from Orlando RV requests a three year extension.

Staff Analysis:

The major reason for the time limit was the desire by the City Commission, which is shared by the Property Owners, to see a redevelopment of these properties and to encourage the entirety of Fairbanks Avenue to evolve away from car/vehicle sales businesses. For that reason the City changed the Zoning Code in 2006 to make car/vehicle sales a prohibited use rather than a conditional use. The other point where there is mutual agreement is that the financial challenges of doing a major redevelopment project are complicated when you have both a land purchase to negotiate and you also have a lease to buy out. Thus, the City wanted to create an "end point" at which point the obligation to buy out a lease is removed.

In order to be fair to other Property Owners, the City also has similar agreements at three other locations at 1891, 2250 and 2286 West Fairbanks that also permit car/vehicle sales until the same December 1, 2015 date. So any action on this request may likely lead to requests from those other three Fairbanks Avenue properties for a similar time extension for equitable treatment.

The reason for these Agreements, in the first place, was that due to the downturn in the economy and the sanitary sewer project impacts, there was no likelihood of redevelopment until the economy improved and the sewer project was completed.

Applicant's Request:

The applicant's request is based on the same rationale, that they do not feel the economy has improved sufficiently to generate tangible interest in a major redevelopment project for these three properties.

Staff Recommendation:

This is very difficult balancing of interests test. The City wants redevelopment but does not want empty vacant properties. So on one hand the City knows that the financial challenge of a property purchase and a lease buyout makes it extremely challenging for any redevelopment to be proposed or to occur until the termination date is in sight. An extension means that the Holler Chevrolet properties (and by equity extension) the Veigle properties on Fairbanks at I-4; will likely not be redeveloped until another five to seven years (2018-2020).

The flip side is that no one wants to see vacant unused properties and a major tenant like Orlando RV cannot go year to year as they need some certainty for their business planning. If the City granted the three years (as contained in the Orlando RV letter) then their total lease length will have been 10 years.

The main issue for the staff is that we are 2 ½ years away from the termination date. We understand that Orlando RV needs to plan for the future but it seems premature to make a decision now based on what we think the economy will be like in 1 ½ - 2 ½ years. Staff would not recommend the City Commission approve more than the three years requested by Orlando RV. However, staff believes it is premature to make any decision at this point.



FRANK A. HAMNER P.A.

FRANK A. HAMNER, ESQUIRE
D. BRADLEY HESTER, ESQUIRE
ANDREW J. CELAURO, ESQUIRE
JENNIFER B. FILLMON, PARALEGAL

March 11, 2013

1011 N. WYMORE ROAD
WINTER PARK, FLORIDA 32789
407. 645. 4549
FAX: 407. 539. 2257
fhamner@fahpa.com
bhester@fahpa.com
acclauro@fahpa.com
jfillmon@fahpa.com

VIA HAND DELIVERY

Jeffrey Briggs
City of Winter Park
1050 West Morse Boulevard
Winter Park, Florida 32789
jbriggs@cityofwinterpark.org

Re: Request for Extension of Vehicle Sales Agreement and Settlement and Use Agreements for the Orlando RV Properties

Dear Jeff,

As we discussed last week, I would like to formally request extensions of the November 10, 2008 Settlement and Use Agreement for the property at 860 West Fairbanks Avenue and the Vehicle Sales Agreement of June 17, 2011 for the properties at 710 and 805 West Fairbanks Avenue for their continued use for Motor Vehicle Sales, as called for in the agreements, for an additional five (5) years from their current termination dates.

Orlando RV has been a good neighbor for Winter Park and, to my knowledge, has not presented any problems for the City. The current economic climate is not ripe for a quality development on these sites and thus we would like to continue what has been a beneficial use to both my clients and the City. The current use is far better than many of the allowable and permitted uses for this location and thus we would like to see it continue.

Please contact me if you have any questions. I would like to get this issue on the next available City Commission agenda.

Sincerely,



Frank A. Hamner

FAH/acw



April 19, 2013

City Of Winter Park

401 South Park Avenue

Winter Park, Florida 32789

To Whom It May Concern;

As you are aware, we joined the business community of Winter Park in January 2009, some 4 ½ years ago. We picked Winter Park as our Central Florida location because of its unique character, ease of doing business and professionally run municipal operations. Many companies could not afford to open new locations in 2009 let alone improve unused parcels and vacant buildings. Your guidance and our investment led to an improvement and our subsequent occupancy of 860 West Fairbanks.

Since that time we've proudly merged into the Winter Park community and have established an excellent foundation for future growth. In 2008 the City reached an agreement with the property owners to allow our use for a period of 7 years. We are asking that you extend this permitted use for an additional 3 years at this time so we do not have to consider relocation.

We now employ approximately 38 full time people in this location with salaries between \$45,000. - \$75,000 annually. Our company was founded by my Father in 1984 with a very sound financial footing and a clear understanding of our expected role in the neighborhoods we live and work. The jobs we provide and community involvement we take part in benefits all around us.

We are proud to be a part of Winter Park and ask that you extend your agreement with the property owners to permit our continued use.

If you have any questions, please feel free to reach out to me or my family personally.

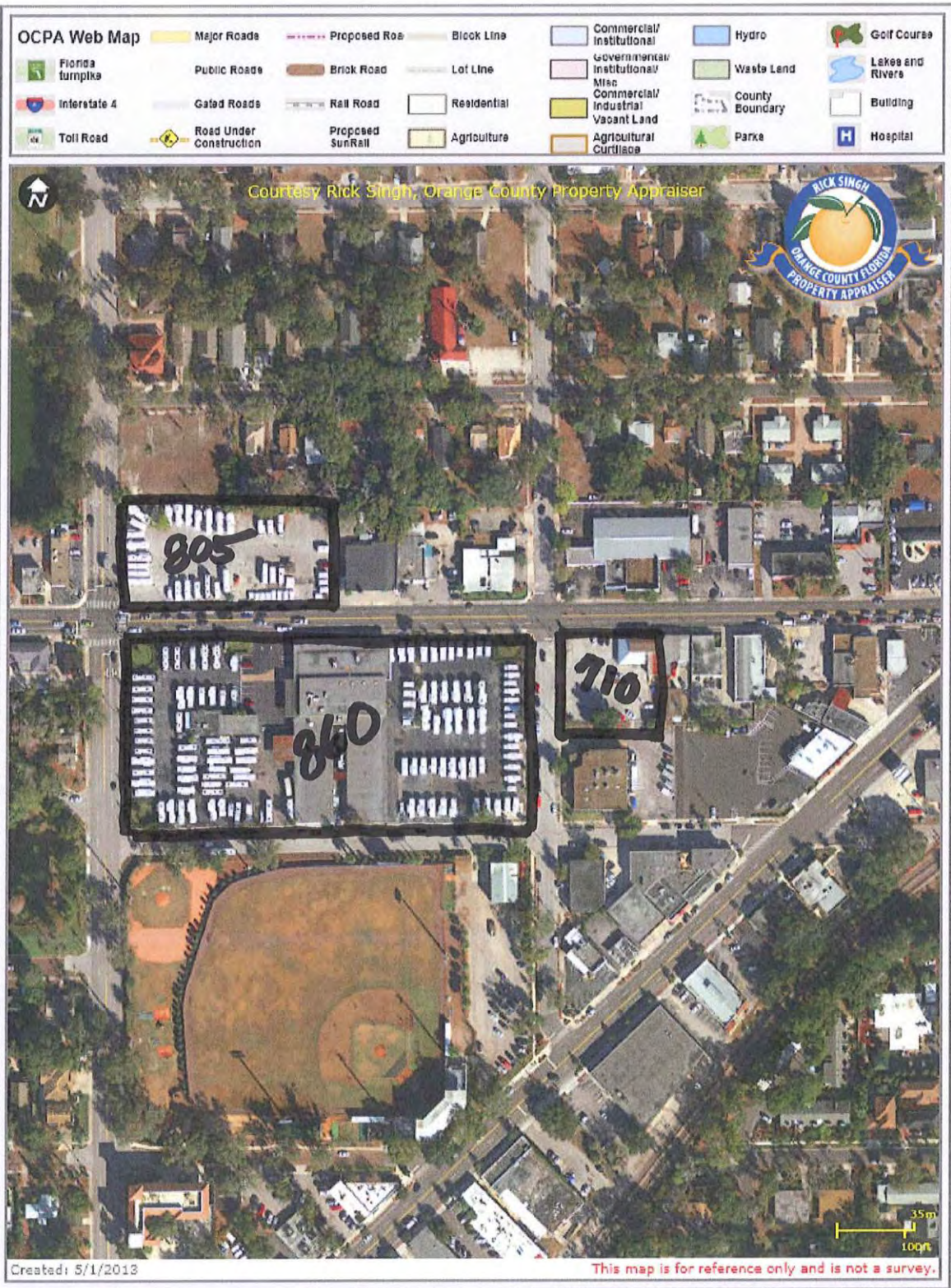
Respectfully,

Donald J. Strollo

President

RV One Superstores, Inc

Cell# 518-365-3425





city commission agenda item

item type	Action Item Requiring Discussion	meeting date	May 13, 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 type="checkbox"/> N/A final vote		

subject

RFP-7-2013 Tennis Management Services

motion | recommendation

Discussion regarding status of Azalea Lane Tennis Center Contract.

background

Commission awarded High Performance Sports Management, Inc. on February 25, 2013.

alternatives | other considerations

N/A

fiscal impact

N/A

long-term impact

N/A/

strategic objective

Quality environment

AFTER RECORDING RETURN TO:
Usher L. Brown
111 North Orange Avenue, Suite 2000
Orlando, Florida 32801

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE entered into as of the _____ day of May, 2013 by and between THE CITY OF WINTER PARK, FLORIDA, a Political Subdivision of the State of Florida (the "Lessor"), whose address is 401 Park Avenue South, Winter Park, Florida 32789, and HIGH PERFORMANCE SPORTS MANAGEMENT, INC., a corporation authorized to do business in the State of Florida, (the "Lessee"), whose address is 2145 W. Fairbanks Avenue, Winter Park, Florida 32789.

1. Lessor and Lessee have entered into a written agreement dated May 16, 2013 and titled, "Lease Agreement between the City of Winter Park, Florida and High Performance Sports Management, Inc." (the "Lease Agreement"), in which Lessee is granted use of the Azalea Lane Tennis Center Pro Shop in Winter Park, Florida having a street address of 1045 Azalea Lane, Winter Park, Florida, together with certain appurtenant rights and privileges, as defined in the Lease Agreement.

2. Said Lease term is coterminous with the term of that certain Contract For Tennis Management for the Winter Park Tennis Center (the "Contract") and exists for three (3) years beginning on May 16, 2013 and subject to the terms of the Contract. Subject to the written consent of Lessor and Lessee and approval by the Winter Park City Commission at a public hearing, the Lease may be extended for two (2) additional one (1) year extensions.

3. This Memorandum of Lease is prepared, signed and acknowledged solely for the purposes of assisting Lessee in securing all necessary and contractually obligated licenses. This Memorandum does not modify, increase, decrease or in any other way affect the rights, duties and obligations of either the Lessor or Lessee under the Lease. Lessor and Lessee hereby further covenant and agree that all of said terms, conditions, provisions, rights, duties, obligations and agreements created in the Contract or set forth therein are hereby restated, ratified and reaffirmed as if fully set forth herein, and the same are, and shall remain and continue in full force and effect in accordance with the terms of the Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Lease to be duly executed under their respective corporate seals by their respective officers there unto duly authorized as of the date first written above.

LESSOR:

**THE CITY OF WINTER PARK,
FLORIDA**

Attest:

By: Randy Knight, City Manager

Kenneth Bradley, Mayor

Dated _____

**LESSEE: HIGH
PERFORMANCE SPORTS
MANAGEMENT, INC.**

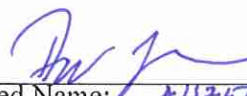
Signed, sealed and delivered in the
presence of the following
witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

By: 
Printed Name: AZEELA Z. GUNA
Title: RESIDENT

Dated: 5.10.2013

CONTRACT FOR TENNIS MANAGEMENT FOR
THE WINTER PARK TENNIS CENTER

This contract is made as of May 16, 2013, by and between the CITY of Winter Park a Political Subdivision of the State of Florida, by and through its Board of CITY Commissioners, hereinafter referred to as "the CITY", and High Performance Sports Management Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal ID Number is 26-3789841.

The CONTRACTOR shall perform the work as defined in this CONTRACT and in the specifications set out in RFP-7-2013, Tennis Management Services. The Exhibits to this CONTRACT and other documents that may be referred to are expressly incorporated into this CONTRACT and shall be fully a part of this CONTRACT, and binding upon the CONTRACTOR.

ARTICLE 1 - CONTRACT

The RFP specifications for RFP-7-2013, Tennis Management Services, the proposal submitted by CONTRACTOR for said RFP, and all exhibits to this CONTRACT are incorporated herein by reference and are fully binding upon the CONTRACTOR. In the event of any inconsistency between the provisions of an exhibit and a provision in this CONTRACT, the terms and conditions of the CONTRACT shall control.

The parties agree that Azalea Lane Tennis Center is a community tennis center serving primarily the residents of Winter Park. The CONTRACTOR shall work with existing professionals who are qualified in accordance with the requirements of the RFP and this CONTRACT to provide instructional services and the CONTRACTOR will honor long-standing team schedules and court selections consistent with the provisions of this CONTRACT and its exhibits. The management of the Azalea Lane Tennis Center by High Performance, Inc. will be subject to and consistent with the provisions of this CONTRACT, including but not limited to Exhibit "A" (Scope of Services). (Standards for employment and providing instructional services at the Tennis Center shall be Professional Level 3 or "P3" certification and successful background check/screening).

Without limitation, the following exhibits are incorporated herein by reference and are binding on
CONTRACTOR:

- A. Exhibit "A" Scope of Services and Tennis Management Services RFP -7-2013 for Azalea Lane Recreation Center. (A copy of which is attached and incorporated by reference).
- B. Exhibit "B" CONTRACTOR's Response to RFP/Fee Proposal Form. (Incorporated by reference).

- C. Exhibit "C" Recommended Court Maintenance and daily, weekly and monthly check sheet. (A copy of which is attached and incorporated by reference).
- D. Exhibit "D" Incident Report Form. (A copy is attached and incorporated by reference).
- E. Exhibit "E" memo from Keri Martin with CITY guidelines for incident/accident reports and safety inspections. (A copy is attached and incorporated by reference).
- F. Exhibit "F" Rules & Procedures. (A copy is attached and incorporated by reference).

No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or bind either party hereto. All proposed changes must be submitted to the CITY in writing, and approved by the City Manager, Assistant City Manager and/or CITY Commission in writing prior to taking effect.

The CITY'S representative/liaison during the performance of this contract shall be Ronald Moore, Assistant Director of the Parks and Recreation Department, telephone number 407-599-3276. Mr. Moore shall not have the authority to modify or alter this CONTRACT. Any reference to CITY herein shall mean the CITY's representative/liaison or his designee, except that the CITY's representative/liaison shall not have the authority to modify or amend any provision or term of this CONTRACT. Only the City Commission shall have the authority to amend this CONTRACT, and any such amendment must be in writing, signed by the Mayor and attested by the City Manager before it is effective.

ARTICLE 2 - CONTRACT TERM

Unless terminated sooner pursuant to the provisions of this Agreement regarding termination, the term of this CONTRACT shall be three (3) years beginning May 16, 2013. At the CITY's option, the CONTRACT may be extended for two (2) additional one (1) year extensions for a total of five (5) years. This CONTRACT is subject to the condition that CONTRACTOR shall furnish to the CITY and maintain all required licenses, insurance and permits mentioned in Article 2 must be in place, and on file with the City, business licenses for the City and County, P3 certifications for all instructors, and the required certificates of insurance showing the CITY as an additional insured. CONTRACTOR must obtain, and maintain, a valid and permanent beer and wine permit or license during the CONTRACT term, from the Florida Division of Alcoholic Beverages and Tobacco. All required licenses, insurance and permits mentioned hereinabove must be in place, valid and in good standing, with proof of such to the CITY on file with the CITY on or before the Effective Date of this CONTRACT and maintain the same continuously throughout the term of this CONTRACT.

ARTICLE 3 - PAYMENTS TO THE CITY

- A. CONTRACTOR agrees to pay the CITY ten percent (10%) of the total sales received from all of CONTRACTOR's operations on or related to the use of the Azalea Lane Tennis Courts or associated CITY amenities, (i.e., including but not limited to open court and/or non-instructional play, memberships, pro shop merchandise sales, equipment repair and other tennis related services, food and beverage and vending sales) less Florida sales tax, pro shop returned sales, and bank charges associated with dishonored checks.

CONTRACTOR agrees to reimburse the CITY for all instructional lessons consistent with Exhibit "A", Section 7 (B).

Payments shall be made to the Parks and Recreation Department Administration Office no later than the 15th day of each month for the previous month's revenue collections.

- B. CONTRACTOR will keep books and records in a commercially reasonable manner sufficient to establish to the satisfaction of the CITY all of the CONTRACTOR's business transactions subject to the provisions herein by which ten percent (10%) of the gross receipts from sales shall be paid to the CITY. CONTRACTOR shall take no action to avoid or reduce payments due the CITY and shall abide by business procedures that may be requested by the CITY from time to time, including but not limited to the following:
- (i) CONTRACTOR shall run all sales through a CITY approved cash register.
 - (ii) All use of courts by CONTRACTOR and its employees and agents will be documented using CITY approved or mandated sign-in sheet forms and procedures for reserving tennis courts.
 - (iii) All transactions will be reserved, booked and accounted for through RecTrac. CONTRACTOR and its agents and employees shall take no action to divert or frustrate in any manner the use of RecTrac to the fullest extent for accounting and court reservations. Use of RecTrac System will be for membership play, open play court use data and all other reservations and financial transactions, including the Pro Shop and use of the tennis courts.

In addition, all expansion of a City Tennis Center event, such as a summer camp, or tournament play off-site that spills over or uses other courts shall be accounted for and the percentage revenue shall be payable to the CITY from such off-site play but the CONTRACTOR is permitted to deduct from gross revenue the actual fee paid for the use of such off-site courts before calculating the percentage revenue payable to the CITY.

The provisions of this CONTRACT, including but not limited to this section, apply to the CONTRACTOR and also to CONTRACTOR's employees, agents and independent contractors.

- C. CONTRACTOR shall abide by the Fee Proposal Form (Exhibit "B") and no fees may be altered without the prior written permission of the CITY.

ARTICLE 4 - TERMINATION

A. **Termination/Cancellation of Contract Without Cause**

Either Party may terminate this CONTRACT without cause upon thirty (30) days' prior written notice to the other party.

Termination or cancellation of the contract will not relieve the CONTRACTOR of any deliverables and work product due prior to the termination of the CONTRACT (this will include but not be limited to reports, statements of accounts, payments due the CITY and any other records requested by the CITY prior to the termination of the CONTRACT, or after termination in the CITY's discretion if needed for a post-contract audit of money due on CONTRACTOR's performance).

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

B. **Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default.

If the alleged breach of contract is not cured, then the party serving the notice may terminate the CONTRACT and be excused from further performance

following termination. After the service of a third notice of breach, the CITY may terminate immediately for breach on the fourth breach by CONTRACTOR, without opportunity to cure.

However, termination of the CONTRACT will not relieve the CONTRACTOR of any deliverables and work product due prior to the termination of the CONTRACT (this will include but not be limited to reports, statements of accounts, payments due the CITY and any other records requested by the CITY prior to the termination of the CONTRACT.)

C. **Hold Harmless and Indemnification of the CITY**

The CITY shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the CITY's decision to terminate this CONTRACT. Additionally, the CONTRACTOR agrees that in the event this CONTRACT is terminated for the CITY's breach, the damages that CONTRACTOR may have against the CITY shall be limited to actual damages for a period of thirty (30) days given the fact that this CONTRACT may be terminated by the CITY without cause on thirty (30) days' notice.

ARTICLE 5 - PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state, local law, and the provisions of this CONTRACT and all exhibits to this CONTRACT, to perform such services.

- B. Any changes or substitutions in the CONTRACTOR'S personnel who will be providing services directly to persons using the tennis court facilities and/or personnel responsible for handling sales receipts and accounting for payments to the CITY shall be disclosed in writing to the CITY'S representative and any substitute personnel shall be qualified in accordance with requirements of the CONTRACT and the exhibits to the CONTRACT. The CITY may require in writing, that the CONTRACTOR remove from contact with citizens any employee the CITY deems incompetent, careless, or otherwise objectionable.

C. **Equal Opportunity Employment**

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants employed, are treated fairly during employment without regard to race, color, religion, sex, age disability, or national origin. This provision will include, but not be limited to the following: (i.e. employment, upgrading; demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship).

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card.

D. **Fair Labor Standards Act**

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

E. **Unauthorized Aliens**

The owner shall consider the employment by CONTRACTOR of unauthorized aliens as a violation of section 274A (e) of the Immigration and Nationalization Act, as amended.

ARTICLE 6 - FEDERAL AND STATE TAX

- A. The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.
- B. The CONTRACTOR shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

ARTICLE 7 - INSURANCE

A. Certificate of Insurance

The CONTRACTOR and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies to waive all rights of subrogation against the CITY. The CONTRACTOR shall submit certification or other documentation evidence to the CITY with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable), as required by the RFP documents, including Exhibit "A". The certificate(s) of insurance required herein shall be delivered to the CITY in customary form reasonably satisfactory to the CITY on or before May 16, 2013.

B. Disclaimer of Liability

The CITY will not hold harmless or indemnify CONTRACTOR for any liability whatsoever.

ARTICLE 8 - INDEMNIFICATION

- A. The CONTRACTOR hereby agrees to indemnify and hold harmless the CITY of Winter Park, and its officials, representatives, agents, officers, and employees from and against all claims, damages, losses and expenses (including the costs of defending same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishings of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The CONTRACTOR shall indemnify and hold harmless the CITY of Winter Park from and against any and all claims against the CITY, or any of its officials, representative, agents, officers, and employees, by any employee of the CONTRACTOR or any subcontractor.

The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

B. Accidents & Claims

The CONTRACTOR shall indemnify, hold harmless, and protect the CITY from all suits, claims and actions brought against the CITY or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person (s) or property (s) of another resulting from negligence or carelessness in performance of the work, or in protection of the project site.

C. Prohibitions

The CONTRACTOR, his/her/its employees, subcontractors and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of any controlled substance while at work or while traveling to or from work. If any employee reports to work under the influence of drugs the employee shall be immediately removed from CITY premises by the bidder. The CONTRACTOR will be held responsible for any damage, loss or extra expenses caused by delays incurred by such actions.

ARTICLE 9 - REMEDIES

The CONTRACT shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party shall be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in performance of all work services and activities under this CONTRACT, an Independent CONTRACTOR, and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control the manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent CONTRACTOR and not as employees or agents of the CITY. Those instructors providing services to the CONTRACTOR as independent contractors shall be bound by the terms of this CONTRACT and the attachments as a condition of their employment.

**ARTICLE 11 - OPERATING REQUIREMENTS TO INSURE THE PURPOSE
OF THE CONTRACT IS ACHIEVED**

A. It is the purpose of this CONTRACT to provide for the professional management of the Azalea Lane Recreation Center. In achieving this objective, the parties understand that there is a tradition by which recreational and community players have had access to the tennis courts and it is the intention of the CITY that the established uses of the Azalea Lane Recreation Center will not be disturbed because of this CONTRACT for Management Services. Accordingly, the following guidelines shall apply.

(1) Definitions:

- (i) "Non-instructional" playing time means time when recreational users without instructors are occupying a tennis court. "League" and "Team" play without a compensated instructor providing instruction shall be included in non-instructional play/recreational play. For purposes of this definition, it is not instructional play when a family member or friend of a player provides instruction without compensation. In contrast, "instructional" play is the use of a court by a player or players during which time a compensated instructor is providing any type of instruction in the playing of tennis. "Clinic" play and other compensated tutorial or instruction in any aspect of tennis is included in the definition of "instructional" play.
- (ii) "Prime Time" shall mean the hours of 7:00 a.m. to 11:00 a.m. (seven days a week) and 7:00 p.m. to 9:00 p.m. (Monday through Friday).
- (iii) The term "public school vacations" shall mean any period of time when students are on break or vacation from public school for more than three (3) school days in succession as determined by the then current school calendar for the Orange County School District. (Generally, this will include Winter Break, Spring Break and summer vacation periods).
- (iv) Hours of Facility: 7:00 a.m. to 10:00 p.m. Monday through Friday and 7:00 a.m. to 6:00 p.m. Saturday and Sunday

- (2) Prime Time Tennis Court Availability: Except as modified hereinafter or public school breaks/vacations, the CONTRACTOR guarantees that the following allotment of courts shall be available: During all Prime

Time hours (7:00 a.m. to 11:00 a.m. and 7:00 p.m. to 9:00 p.m.), there will be two (2) hard courts and eight (8) soft courts available for non-instructional play, with the exception that two (2) soft courts will be available from 7:00 p.m. to 9:00 p.m. for clinic play.

- (3) Public School Vacations/Breaks Schedule: During any public school vacation or break, as that term is defined above, the following schedule and availability of courts shall apply:

(i) Non-Prime Time availability: The standard court availability for the non-prime hours of 11:00 a.m. to 7:00 p.m. shall apply; this means that during non-prime time hours a minimum of four (4) soft courts and two (2) hard courts will be available for non-instructional play.

- (4) Non-Prime Time Availability of Courts for Non-Instructional Play: During all non-prime hours (between 11:00 a.m. to 7:00 p.m.) four (4) soft courts and two (2) hard courts will at all times be available for non-instructional play.

- (5) Free Play Without Instructional Play: During operating hours on Christmas Eve, Christmas Day, New Year's Day, Easter Sunday and Thanksgiving, there will be free play without instructional play on all sixteen (16) courts. However, persons wishing to play on these dates will be required to schedule court time in accordance with the usual procedures in advance.

- (6) Holiday Hours: Holiday hours, defined as 7:00 a.m. to 3:00 p.m., may be observed by CONTRACTOR on all CITY recognized Holidays.

B. Operational Requirements

- (1) High Performance is responsible to unlock the facility by 7:00 a.m. and lock the facility by 10:00 p.m. daily except on the free play days (Christmas Eve, Christmas Day, New Year's Day, Easter Sunday and Thanksgiving), on which dates the facility will be opened by 7:00 a.m. and locked by 7:00 p.m. There will be appropriate signage prepared by CONTRACTOR (with the prior approval by the CITY) warning patrons that they are responsible for any injury suffered during the course of using the facility during any period of time when CONTRACTOR is not on-site providing supervision. The signage will also warn the patrons that they assume the risk of injuries incident and naturally arising out of playing tennis and the utilization of the facility. This required signage will be posted to the satisfaction of the

CITY on or before May 16, 2013. Additionally, required signage shall be in place pursuant to the prior contract through May 16, 2013.

- (2) Lights will be turned on at dusk daily or based on court usage.
- (3) CONTRACTOR will permit the use of common areas and facilities by members of the public and will not restrict the same. Without limitation, such common areas include the sidewalks, practice wall and the public restroom. If CONTRACTOR observes any improper use or behavior, it shall promptly notify the proper authority, which may include the Winter Park Police Department. The City of Winter Park is not requesting that CONTRACTOR or its subcontractors, agents or employees intervene in any emergency situation that would properly be within the jurisdiction of law enforcement.
- (4) CONTRACTOR is responsible for the court maintenance as set out in Exhibit "C" (Recommended Court Maintenance) and as directed by the CITY's representative, except that the 1.4 tons of material per court and the professional resurfacing on a schedule not to exceed three (3) years are City responsibilities as set out in Exhibit "C".
- (5) There will be permitted up to at least two (2), no more than six (6) junior tournaments per year (two to three days each) and up to at least two (2), no more than six (6) adult tournaments per year (of two to three days each tournament). One of the six (6) permitted junior tournaments must be community based and open to the general public. And, one of the permitted six (6) adult tournaments must be community/members based and open to the general public. These community based tournaments (one adult and one junior) must be conducted annually by CONTRACTOR in a good and sufficient manner in accordance with the highest standards for community based tournaments. CONTRACTOR will give a minimum sixty (60) calendar days' notice by email, Internet postings, conspicuous published advertising and other conspicuous postings for all tournaments. The Nancy Reed Tournament shall not count against the maximum of six (6) adult tournaments. And, except that City will resurface hard courts and repaint net posts as stated in Exhibit "C".
- (6) CONTRACTOR will provide to the CITY's representative a work order for approval by the CITY with respect to any placement of assets and fixtures within the concession/food and retail facility at the Tennis Center. The CITY's representative and CONTRACTOR will mutually inventory and reach an agreement regarding the CITY assets that may be controlled or used by CONTRACTOR during the term of this CONTRACT. These assets will be returned to the CITY in good

condition, reasonable wear and tear accepted, upon termination of the CONTRACT.

- (7) Other City of Winter Park tennis court facilities outside of the Azalea Lane Tennis Center are not part of this contract.
- (8) To the fullest extent reasonably possible, CONTRACTOR will not schedule or permit non-instructional and instructional play to occur on courts side by side within the same fenced area.
- (9) The CITY has the authority to establish hours of operation, and if hours of operation are changed during the term of this CONTRACT, then this CONTRACT shall be automatically amended to reflect the new hours of operation for the Tennis Center.
- (10) CONTRACTOR shall be responsible to supervise the use of the courts and will prohibit improper use of the tennis courts at the Center. Without limitation, CONTRACTOR will not permit non-tennis related activities taking place on the tennis courts, included but not limited to the use of courts for purposes of calisthenics, exercise, games, play or other activities not directly related to the actual playing of the game of tennis or tennis instruction.
- (11) CONTRACTOR shall limit the places where patrons may possess and consume alcoholic beverages as set forth in this subsection. The possession and consumption of alcoholic beverages shall be limited to the premises of the structure at which alcoholic beverages may be sold and distributed by the CONTRACTOR in accordance with this CONTRACT and any immediately adjacent area where patrons may sit or congregate for the purpose of consuming food and beverage, which area shall be subject to approval by the CITY in terms of configuration and location (such approval will not be unreasonably withheld). On or before May 16, 2013, the CONTRACTOR will post a sign or signs clearly designating the area in which alcoholic beverages may be possessed and consumed by patrons of legal age. Additionally, CONTRACTOR shall have posted required signage and shall have been in compliance regarding alcoholic beverages under the prior CONTRACT through May 16, 2013.
- (12) CONTRACTOR shall stock the Pro Shop with a wide range of appropriate inventory including tennis related items and accessories, and clothing. CONTRACTOR shall provide clothing branded with the City of Winter Park seal. CONTRACTOR shall work cooperatively with CITY to determine the vendor or vendors who

are authorized by CITY to place the CITY seal on items of clothing and other merchandise. CONTRACTOR may stock the Pro Shop with sample or display inventory so long as merchandise available for sale matching the samples or displays in appropriate sizes and quantities, are available both online and through order direct from CONTRACTOR at the store. All sales shall be through CITY provided equipment including accounting through the RecTrac System.

- C. These Provisions Are A Supplement to Scope of Services: The operational details provided in this CONTRACT are a supplement to the Scope of Services (including the section entitled "Responsibilities of the CONTRACTOR"), which is a part of this CONTRACT. The responsibilities of the CONTRACTOR as set out in the Scope of Services shall also apply in addition to these provisions.
- D. Cooperation: The parties will work cooperatively to insure that instructional and tournament play will not interfere with the general right of the public to play recreational and non-instructional tennis.
- E. Non-Circumvention: CONTRACTOR will not attempt to circumvent these requirements by providing instruction on a court that is otherwise set aside for non-instructional play in accordance with the schedules set out above. This will include the fact that no instructional play shall occur on a court reserved for non-instructional play, notwithstanding the fact that the person schedule for non-instructional play fails to arrive for use of the court during the time scheduled.
- F. Periodic Review: The operational details discussed in this CONTRACT shall be reviewed periodically between the CITY and CONTRACTOR. Adjustments may be made in the operational details, as a result of such review, including adjustments to the allocations of courts for instructional and non-instructional play. Any adjustments made to the schedule, apportionment of courts or any other operational detail must be mutually agreed in writing by the CONTRACTOR and City Manager (or his designee).

ARTICLE 12 - NOTICE

All notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Mayor Kenneth Bradley
Randy Knight, City Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

And if sent to the CONTRACTOR shall be mailed to:

High Performance Sports Management, Inc.
2145 W. Fairbanks Avenue
Winter Park, FL 32789

ARTICLE 13 - PRO SHOP LEASE

To allow for CONTRACTOR to obtain a beer/wine license, the parties will enter a short form lease for CONTRACTOR'S use of the Pro Shop for a term coterminous with the term of this CONTRACT, and for the consideration set out in this CONTRACT. If this CONTRACT is terminated without cause, CITY shall purchase, at cost, all of the CONTRACTOR'S inventory as of such termination that has any logo or other identifying feature that brands such inventory item or items as being uniquely associated with the CITY's Azalea Lane Tennis Center. The lease referred to herein must be in writing and entered on or before May 20, 2013 with the CITY.

ARTICLE 14 - MISCELLANEOUS

This CONTRACT has been the subject of extensive interest. Accordingly, CITY hereby emphasizes the following provisions. The following provisions are supplemental and do not change any other requirement imposed upon the CONTRACTOR in this CONTRACT or any of its exhibits:

- A. All courts and league reservations must be reserved through the RecTrac System.
- B. Pursuant to Exhibit "F", CONTRACTOR shall continuously improve and restructure court reservations procedures to provide for online, walk-in and telephone reservations, all of which shall be documented and entered into the RecTrac System.
- C. All off-site programs that are related to existing programs at the Tennis Center shall be subject to the percentage revenue consideration that CONTRACTOR owes CITY. However, CONTRACTOR may subtract the actual and documented costs of renting or using off-site facilities before determining CITY's portion of the revenue.

- D. CONTRACTOR shall implement an energy saving program for irrigation and lighting. **Importantly: CONTRACTOR shall be responsible to pay and shall timely pay all utility costs and charges related to electricity and water at the Tennis Center.**
- E. CONTRACTOR shall restructure inventory and content of the Pro Shop to include CITY logo apparel and will display appropriate and adequate tennis-related equipment and merchandise to the reasonable satisfaction of CITY, on an ongoing basis. CONTRACTOR will make adjustments in inventory and merchandise as reasonably directed by CITY.
- F. As stated in Exhibit "C", CONTRACTOR will implement a daily, weekly and monthly checklist to identify the work tasks to be completed on a regular basis.
- G. CONTRACTOR will contract or employ additional personnel that will perform critical daily soft court maintenance duties, monitor and adjust the court irrigation system and maintain clay court surfaces in top quality condition in accordance with the agreed maintenance schedule. Maintenance shall include not only the courts but all related and adjacent facilities and property.
- H. CONTRACTOR shall restructure the youth and adult tennis tournament criteria to include members only tennis tournaments, as provided in Section 11(B)(5) hereinabove stated.
- I. There will be an annual financial audit and CONTRACTOR shall cooperate and make all records available for such audit.
- J. CONTRACTOR shall make sure there are sufficient staff during prime reservation times to minimize difficulties in reserving courts.
- K. Anzela Zguna shall be the representative and liaison with the CITY on behalf of CONTRACTOR.
- L. CITY is responsible to determine court fees for non-instructional play.
- M. CONTRACTOR shall recommend rates for group and individual instructional fees but CITY has final approval authority before implementation of fees for instruction, both group and individual

Remainder of page left intentionally blank -- signatures on following page

IN WITNESS WHEREOF, the CITY of Winter Park, Florida has made and executed this CONTRACT on behalf of the CITY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

CITY OF WINTER PARK

HIGH PERFORMANCE SPORTS
MANAGEMENT

By: _____

Printed Name: ABEELA ZGUNA

Title: PRESIDENT

By: _____

Kenneth Bradley, Mayor

ATTESTED:

By: _____

Randy Knight, City Manager

Date: _____

5.10.2013

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES AND TENNIS MANAGEMENT SERVICES RFP -7-2013 FOR
AZALEA LANE RECREATIONAL CENTER

Scope of Services will be defined as the scope derived from the RFP specifications as modified for purposes of the CONTRACT.

1. General Information

The CITY of Winter Park desires to contract High Performance Sports Management to provide tennis management services at the Winter Park Tennis Center located at 1075 Azalea Lane, Winter Park FL ("the Facilities"). The CONTRACTOR shall provide for the scheduling of and supervision of the tennis courts; private and group instruction; a Pro Shop for equipment and merchandise sales, equipment repair and other tennis related services.

2. Responsibility of the CONTRACTOR

- A. CONTRACTOR agrees to provide the CITY with sufficient qualified staff over the age of 16 that has completed a full federal law enforcement background check (at the CONTRACTOR's expense). The term "Qualified Staff" shall be defined to include both employees and instructor sub-contractors of the CONTRACTOR. The CITY will process the background checks through Human Resource and submit an invoice to the CONTRACTOR to be paid within seven (7) days after receipt by CONTRACTOR and in any event prior to the new hire contract's scheduled start date. All future staff additions will be subject to this process.

On or before May 16, 2013, and continuously thereafter, each employee of the CONTRACTOR shall display a badge that identifies them as an employee of the CONTRACTOR. The nametag shall be on the person except that during play/instruction, the employee/staff person may display the ID in proximity of the court. On or before May 16, 2013, and continuously thereafter, all independent contractor or subcontractor instructors shall wear name tags identifying themselves as instructors. No personnel of any category found guilty of, adjudicated for or who had adjudication withheld for criminal offenses for drug use; violent offenses with a weapon, child abuse, domestic violence or sexual abuse shall not be permitted to provide services under this contract. CONTRACTOR shall provide an updated staff roster and background check report to the Parks and Recreation Department each time there is a staff change, and in all events, CONTRACTOR shall provide a current and accurate staff roster that accurately identifies all staff employed and/or contracted by CONTRACTOR, by May 16, 2013, and every sixty (60) calendar days thereafter. Additionally, CONTRACTOR shall be required to comply with these provisions under the previous CONTRACT requirements up to and including the

commencement date of this CONTRACT on May 16, 2013.

- B. The facilities shall be open for tennis play between the hours of 7:00 am and 10:00 pm., Monday through Friday and 7:00 am and 6:00 pm on Saturday and Sunday. The CONTRACTOR shall be responsible for opening and closing the park to include the front gate, tennis courts, CONTRACTOR shop and restrooms. CONTRACTOR shall keep the complex free from trash, debris, sand and water and maintain the overall cleanliness of complex facilities. Maintenance shall include daily dusting, mopping, cleaning and vacuuming of the Pro Shop, restrooms and removal of trash. The CONTRACTOR shall notify the CITY within twenty-four hours of any non-routine maintenance needs of the complex facilities or equipment located thereon.
- C. CONTRACTOR shall obtain all necessary licenses and permits as required by law, and provide same to CITY on or before May 16, 2013.
- D. CONTRACTOR shall abide by all Federal, State and local health and safety regulations. On or before May 16, 2013, CONTRACTOR shall provide CITY with its current federal tax certificate (tax ID number) and state issued food certificate.
- E. CONTRACTOR shall maintain a permit to sell beer, wine and food, and shall provide CITY on or before May 16, 2013, with the beer/wine sales license.
- F. CONTRACTOR shall maintain financial records in accordance with the requirements of this CONTRACT. CONTRACTOR shall make available whenever CITY requests all financial records so that CITY may inspect, review and audit the same. All financial records and reservation records for all aspects of CONTRACTOR's business shall be maintained on RecTrac.
- G. CONTRACTOR shall be a current in good standing, of the United States Professional Tennis Association with a minimum membership rating of Professional I, and an NTRP of not less than 4.5. CONTRACTOR shall maintain Professional I Certification for the duration of the contract. On or before May 16, 2013, CONTRACTOR will provide CITY with a staff roster showing all instructors (full and part time) and proof of payment of required fees and United States Professional Tennis Association certification. Additionally, CONTRACTOR shall comply with these requirements under the previous CONTRACT through May 16, 2013.

The professional teaching staff shall possess a membership of the United States Professional Tennis Association with a minimum membership rating of Professional 3, with an NTRP (National Tennis Rating Program) of not less than 4.0 playing ability of an NTRP of not less than 4.0 and demonstrated abilities in instruction of tennis. All established instructors operating at the facilities at the time of execution of this CONTRACT must obtain membership with the United States Professional Tennis

Association, with a minimum membership rating of Professional 3, within six (6) months of the execution of this CONTRACT. Failure to do will result in the termination of the instructor's ability to give lessons at the facilities. All instructors hired after execution of this CONTRACT shall provide documentation demonstrating satisfaction of this provision as a condition precedent to providing teaching services at the facilities.

H. CONTRACTOR agrees to provide the public with tennis instruction and to promote the same as follows:

- (1) Promote and teach lessons in the game of tennis to individuals. Such instruction will be defined as "private lessons" for one person or "semi-private lessons" for more than one person by less than four people.
- (2) Promote and teach lessons to individuals in a group of four (4) or more people. Such instruction will be defined as a "group lessons" for both adults (ages 10 and over) and juniors (ages 4 to 18).
- (3) Promote and teach lessons in groups of not less than six (6) or more than ten (10) persons per instructor. Such instruction will be defined as a "clinic". Fees for the various types of clinics that can be conducted are subject to the provisions of Paragraph 7, "Tennis Complex Fee Schedule", stated hereinafter. Group lessons will consist of 90 minute sessions.
- (4) Promote up to at least two (2), no more than six (6) junior tennis tournament programs per year at the Tennis Center, if directed by the Parks and Recreation Department. A written schedule of sanctioned tournament dates, types and level shall be provided to the CITY sixty (60) days in advance of tournaments (and such notice will be publicly posted). When a tournament is in session that utilizes all of one court type, no less than two (2) of the other court type must be available for open play. Tournaments may utilize mixed courts or all eight (8) of one type of court. A maximum of eight (8) courts can be used for a tournament. One of the six (6) permitted tournaments must be community based and open to the general public. This community based tournament must be conducted annually by CONTRACTOR in a good and sufficient manner in accordance with the highest standards for community based tournaments. CONTRACTOR will give a minimum sixty (60) calendar days' notice by email, Internet postings, conspicuous published advertising and other conspicuous postings for all tournaments.
- (5) Assist in the establishment, operation and tabulation of a maximum of at least two (2), no more than six adult tournaments per year, including participation in establishing specific needs for individual

tournaments. A written schedule of sanctioned tournament dates, types and levels shall be provided to the CITY sixty (60) days in advance of tournaments (and such notice will be publicly posted). One of the six (6) permitted adult tournaments must be community/member based and open to the general public. This community/member based tournament must be conducted annually by CONTRACTOR in a good and sufficient manner in accordance with the highest standards for community/member based tournaments. CONTRACTOR will give a minimum sixty (60) calendar days' notice by email, Internet postings, conspicuous published advertising and other conspicuous postings for all tournaments.

When a tournament is in session that utilizes all of one court types, no less than two (2) of the other court types must be available for open play. Tournaments may utilize mixed courts or all eight (8) of one type of court. A maximum of eight (8) courts can be used for a tournament.

Prior to this contract the CITY has approved a Nancy Reed Tournament, all proceeds and operations from this tournament will be governed by the CITY. This will be an annual event under these conditions. The CITY and CONTRACTOR will work jointly on sanctioning the Tennis Center as USTA facility,

- (6) Promote a Youth Summer Tennis Camp, ages 6 to 15, one week in duration per skill level.
 - (7) Coach tennis teams sanctioned by and at the Tennis Center. Such service will be defined as "coaching".
 - (8) Offer demonstrations of aspects of the game of tennis in promotion of the Tennis Complex free of charge, at least two (2) times per year for a period of time not to exceed ninety (90) minutes. The day and time for said demonstrations shall be at the CONTRACTOR's discretion.
- I. CONTRACTOR shall staff and operate the tennis Pro Shop in a manner as to provide for sale related tennis items as may be approved by the City. CONTRACTOR shall also be responsible for providing their own office supplies to include interior trashcans, and mats. The interior of the shop including all merchandise shall be displayed in a clean aesthetically pleasing presentation at all times. The CONTRACTOR will also provide Tennis Center patrons with tennis equipment repair services at fees approved by the City.
 - J. CONTRACTOR shall staff the pro shop at all times during operating hours. Pro Shop operating hours are the same as the facility operating hours. CONTRACTOR shall stock the Pro Shop with display and sale

merchandise in quantities and of a variety to the reasonable satisfaction of CITY. CONTRACTOR shall display clothing/apparel and other items where appropriate with the CITY seal. CONTRACTOR will cooperate with CITY and deal with vendors who are approved for placement of the CITY seal and brand on merchandise.

- K. CONTRACTOR shall meet in person a minimum of once per month on site with the Parks and Recreation Department designee to inspect and inventory. Meetings are scheduled weekly, at which time CONTRACTOR shall provide the Parks and Recreation Department with weekly reports and to discuss operations and any issues that may arise.
- L. The performance of daily maintenance duties (including cleaning and preparation) of courts and area surrounding the tennis courts. Contractor shall adhere to the soft court maintenance instruction sheet (Exhibit C), CONTRACTOR will complete a daily maintenance sheet in a form satisfactory to CITY. The maintenance sheets will be delivered to CITY on the 15th of the month.
- M. CONTRACTOR shall be responsible for all concessions. Concession vending machines may be owned and operated by the CONTRACTOR or owned and operated by a separate vending machine company. Maintenance of vending machines shall be accomplished by the owner/operator of the vending machines and all machines shall be kept clean and operational at all times.
- N. CONTRACTOR shall notify the Parks and Recreation Department of any system malfunctions at the Winter Park Tennis Center within 24 hours via an email request.
- O. In the event of an incident, CONTRACTOR shall fill out a CITY incident form. (Exhibit D). The CONTRACTOR shall implement the CITY's policies for incidents, accidents and safety inspections. (Exhibit E).
- P. CONTRACTOR, agents and employees shall not conduct any childcare or daycare services on the CITY premises. In no case may the CONTRACTOR or any of its agents or employees provide childcare or child supervision services outside of tennis instruction authorized herein, including with respect to the children of the CONTRACTOR's principals, agents and employees.

3 **Responsibilities of the CITY**

A. Facilities, equipment and services provided

- (I) CITY facilities are provided in "as is" conditions. CONTRACTOR is not authorized to make any modifications to the City facility without prior approval from the Chief of Facilities Management. The CONTRACTOR, at its own expense, may furnish paint to the CITY's Facilities Management

Division for application in the pro shop area. The CITY will install new carpet at the beginning of this contract.

- (2) The facilities to be provided by the CITY are as follows: Qty (16) fenced, screened and lighted tennis courts (8 hard surface, 8 soft surface) and pro shop. All duplication of keys will be the responsibility of the CITY. Contractor shall maintain an accurate inventory of assigned keys. Contractor shall be required to replace locks at their expense if security is compromised due to lost keys.
- (3) The CITY will not be responsible for any long distance telephone charges.
- (4) All repairs to the Tennis Center which is not the result of actions caused by the negligence of the CONTRACTOR or his employees.
- (5) Provide the CONTRACTOR with the cash register and RecTrac program and bar code gun to record all transactions covered under the requirements of the contract.
- (6) Provide all necessary restroom supplies including hand soap, paper towel and toilet paper.
- (7) Maintain nets and windscreens.
- (8) Lawn care around the tennis facility such as watering, cutting and leaf removal.
- (9) Light replacement and fence maintenance around the tennis courts and pro shop.
- (10) Pro Shop and Tennis Center facility building maintenance repairs such as building deterioration, plumbing and electrical problems.
- (11) Provide user license and training to CONTRACTOR for RecTrac software program.
- (12) Provide and maintain a computer for use with cash register.
- (13) City will provide 1.4 tons of material and professional resurfacing on a schedule of at least every three (3) years, as set out in Exhibit "C".
- (14) City will resurface hard courts and repaint net posts as stated in Exhibit "C".

- B. Access The CITY agrees to establish reasonable procedures that will allow the CONTRACTOR to have access to and operate the Tennis Center in

accordance with the requirements of the contract during, before and after normal operating hours. The CONTRACTOR shall ensure that only Tennis Center facilities are in use during those hours that the park is not open for normal activities.

C. Operational Decisions

- (1) League play and number of teams will be based on CITY's policy, and consistent with the terms of this CONTRACT.
- (2) The fee structure for group, individual and team lessons will be established by the CONTRACTOR, and approved by the CITY. All other fees will be governed by the CITY.
- (3) All policies and procedures will be governed by the CITY, as per the terms of this CONTRACT. The Winter Park Tennis Center is a community tennis center and will remain as such with direct oversight by the CITY. Common areas will not be used for instructional activities: (restrooms, practice wall, sidewalks, parking lot, other parking areas, and office) during operational hours. General Procedures are attached. (Exhibit F).
- (4) All programming, special events, and special requests shall be submitted to the Parks and Recreation designee for review and approval by the 20th of each month preceding. CONTRACTOR shall every thirty (30) calendar days prepare a detailed calendar that shows, by date, all programs, special events and special requests. This calendar showing the schedule of activities will be delivered to the CITY by the 20th day of each month (for the next month). After review and approval by the CITY, this calendar/schedule will be delivered electronically to all members, and conspicuously posted and advertised, including posting on the CONTRACTOR's website.

D. Off Site Tennis Facilities

- (1) Off-Site tennis courts (Cady Way, Phelps, and Community Center) will not be part of this contract; these facilities will be governed, maintained and programmed by the CITY.

4. Advertising and Promotions

The CITY may promote the Tennis Center and services of the CONTRACTOR. The CITY will be allowed to use the CONTRACTOR'S name in any advertising or promotion. The CITY of Winter Park seal will appear on all promotional and advertising materials and must have prior approval from the CITY's Communication Department. The cost of advertising for promotion promulgated by the CITY will be met by the CITY.

The CONTRACTOR will be authorized to advertise and promote the facilities and services offered under the contract. The cost of all advertising and promotion promulgated by the CONTRACTOR will be paid by the CONTRACTOR. The CITY's website will provide a link to the CONTRACTOR'S website, on or before May 16, 2013. The Communications Department may recommend format and content information. Additionally, CONTRACTOR shall comply with these requirements under the previous CONTRACT through May 16, 2013.

5. Accounting Procedures

The CONTRACTOR collecting revenues at the Tennis Center shall follow the accounting procedures in place without exception:

- A. The CONTRACTOR shall maintain complete accounting records and implement appropriate account controls consistent with good business practices.
- B. All transactions generated as a result of the operation of the Tennis Center including court use fees, instruction fees, merchandise, memberships, food & beverage and concession sales shall be accounted for as follows:
 - (1) All Tennis Center fees, services and sales shall be rung through the Tennis Center cash register provided by the CITY. No monies shall be collected on the tennis courts or in tennis courts area. All monies shall be processed in the office through the CITY provided register.
 - (2) CONTRACTOR shall accept cash, debit cards, checks and credit cards as forms of payment and run all charges through the CITY provided cash register. All checks are to be made payable to the CONTRACTOR. CONTRACTOR, at its discretion, may refuse to accept certain checks based upon poor purchaser history and/or frequency of dishonored check, subject to the consent of the City Manager.
 - (3) CONTRACTOR shall utilize the software program designated by the CITY to input all reservations and fees. The program shall be maintained and utilized in a manner satisfactory to the CITY in its sole discretion. At a minimum, the inputted details shall include the full name, address and telephone number as a means of verification. Collection of email addresses for future communication is encouraged.
 - (4) A cash register receipt shall be issued to the customer for all transactions.

- (5) Receipts from vending machines, computed as the net amount paid by the vending machine vendor, shall be rung up thorough the cash register upon receipt from the vending machine vendor. Vending machine revenue receipts, which are issued by the vending machine vendor, shall be included as a part of the monthly cash register receipts.
- (6) CONTRACTOR shall turn in a monthly report, with register receipts on or the 15th of the month to the Parks and Recreation Department at 721 West New England Avenue, Winter Park, FL 32789.
- (7) Total sales use for the computation of the percentage distribution of revenue shall not include sales tax. Sales Tax shall be collected and remitted to the State of Florida as required by law. A certification form shall record all sales tax collected and remitted. Prior to May 16, 2013, and every thirty (30) days thereafter, CONTRACTOR will provide to CITY a complete and accurate copy of all submittals and reports filed and sent to Florida's Department of Revenue ("DOR"). On or before May 16, 2013, CONTRACTOR will provide CITY with all of submittals and reports filed/sent to DOR for CONTRACTOR's sales at the Tennis Center for year 2012 and for each month through May 16, 2013.
- (8) The CONTRACTOR's accounting records will be audited and inspected by the CITY annually.
- (9) The CONTRACTOR shall maintain accounting records for a minimum of three (3) years.
- (10) The CONTRACTOR shall provide the CITY with a monthly participation report (form and format of the report shall be supplied by the CITY) to include all tennis related activities and membership report information.

6. **Benefits**

The CONTRACTOR does not accrue, nor is entitled to any CITY employee benefits, including Workman's Compensation. The CONTRACTOR shall make all required tax payments arising from this engagement and hold the CITY harmless in respect to any liability for taxes in connection with the performance of the contract.

7. **Tennis Complex Fee Schedule**

A. Open Tennis Play

The CITY of Winter Park will be the responsible agency for the final determination of court fees for the use of the tennis courts for open play. Non-instructional play shall be the sole use of courts reserved for non-instructional play as set out in Article 11. The CONTRACTOR shall not allow instructional play on a court reserved for non-instructional play even if the court is unused. Court use fees for open play shall be stated on the fee schedule and displayed for the public. The CITY reserves the right to approve or disapprove any future proposed changes to existing fees.

Rates are to be based on one-and-one-half (1½) hour court time for singles play and two (2) hours of court time for doubles play. Players may use the courts for additional periods, at the rates established, if there is no one waiting to use the courts.

The CITY may, within thirty (30) days prior notice to the CONTRACTOR modify or change the established rates.

B. Individual or Group Instruction

The CONTRACTOR shall establish the rates for individual and group instructions. Rates, once established, shall not be amended without prior approval by the CITY. The fee schedule for individual and group instruction shall be determined by each instructor. All fees or rates must be approved by High Performance and the CITY. All rate schedules must be posted at all times in a prominent location at the facilities. Fees are based on a per lesson basis. A private lesson is defined as one sixty (60) minute session per court. Group lessons and clinics are defined as 90 minute sessions per court. Instructors shall charge no less than a minimum hourly rate of \$40.00, and no more than a maximum hourly rate of \$95.00, whether as a single or clinic lesson. The CITY shall collect ten (10) percent of the gross revenues from each lesson. Additionally, High Performance will impose a fee of \$6.00 per lesson for an administrative fee. All instructional fees must be accounted for using appropriate accounting methods and collected at the pro shop. Clinic fees must adhere to this schedule, such that the minimum instructional charge per hour per court is \$40.00.

All other proposed rates, fees, and charges tournament rates, league rates, summer camp programs, after school programs, or tennis academy play shall be approved by the CITY prior to implementation. Rates for tournament, league or group program play will be based on a per student, per week basis. CONTRACTOR agrees to pay ten (10) percent of gross revenues

associated with said play to the CITY. Non-tennis related activities are prohibited on the tennis courts.

C. Pro Shop

CONTRACTOR shall maintain stocked inventory for sale related tennis items as may be approved by the City at the Winter Park Tennis Center to be available for sale at all times. Stocked inventory shall be consistent with the RFP submittal.

The CONTRACTOR shall provide a beginning and ending inventory on an annual basis. The CONTRACTOR shall turn the inventory at least twice a year to keep merchandise current with changing trends in the market.

The CITY will not be responsible for loss of damage of CONTRACTOR owned inventory CITY shall have the right to inspect the Pro Shop at any time in its reasonable discretion. CONTRACTOR will provide CITY with a current report of all inventory in the Pro Shop which shall include CITY-branded/CITY logo items as noted elsewhere in this CONTRACT. Thereafter, CONTRACTOR shall provide every six (6) months a copy of the then current inventory in the Pro Shop. However, at any time CITY may inspect and demand improvements in the inventory available for sale and merchandise on display at the Pro Shop, in the reasonable discretion of the CITY

8. Rights Reserved

- A. The CITY reserves the right to provide marketing sessions and in-house youth programming. CONTRACTOR shall work with the Parks and Recreation Department two (2) hours per month, year round. These sessions shall be limited in time to 120 minutes of instruction, by the CONTRACTOR for the City.
- B. The CITY has the right to use some or all of the Winter Park Tennis Center facility (but not including the Pro Shop), for a maximum of ten (10) non-consecutive days per year upon giving at least thirty (30) days advance notice to CONTRACTOR. During such use CONTRACTOR will not use such portion of the facility designated for CITY's use in the notice.
- C. The CITY reserves the right to approve or reject proposed changes to fees. Fee adjustments are only eligible for amendment in April or October of each year.

Exhibit C

Maintenance Recommendations for Sub Irrigated Tennis Courts

- Brush and line courts daily
- Roll courts to firmness daily for the first two weeks after resurfacing has completed
- Roll courts 2-3 times a month to keep lines secured into the playing surface and to reduce the amount of dead material accumulating
- Scarify around net posts and nets with lute 1-2 times a week
- Make sure all irrigation valves are functioning correctly and that all valve box drains are draining adequately when needed
- Manage irrigation daily based on weather conditions
- Allocate one pallet of material per court per year (1.4 tons per court which material is a City expense) (Not only for top dressing, but for your major wear areas-baselines, services boxes). This process should be performed every 2-3 months on each court so that the surface will perform at the high level needed
- A professionally performed resurfacing should take place no later than 3 years from the previous performed resurfacing to maintain accurate drainage and maintaining the base level. Recommended at least 4-6 tons every time you resurface, a trained professional shall perform this task. (This is a City responsibility).
- Please also be advised that areas outside the playing surface are also very important to maintain as well. Make sure those areas outside the fence where the court drains off to be lower than the brink line. This will ensure that the water is removed from the court for proper draining. If this is not maintained, you can risk the buildup of clay faster growth of algae and calcified areas
- The watering system at your facility is comprised of six watering canisters per court. Each canister has a float similar to a toilet and produces roughly 3 gallons per minute (if properly functioning).
- Each court should be considering 18 gallons per minute and should be running around 30-45 minutes per day total in the winter and around 45 minutes-to one hour in the summer if properly maintained
- In the winter, each court should consume 180 gallons per day and in the summer around 1,000 per day these numbers are at the high end of the spectrum and if properly monitored, you can consume much less than these amounts



RECOMMENDED COURT MAINTENANCE FOR HARD COURTS

- **CLEANING:** Use a mild household detergent to remove grease, food, oil, suntan lotion, etc., and rinse thoroughly. Keep sand, leaves, etc. off court. Sand is abrasive to court surface and can accelerate wear.
- **RUST SPOTS:** Scrub with a 10% solution of oxalic acid and rinse thoroughly.
- **BLACK MOLD AND ALGAE:** Scrub with a solution of bleach and water and rinse thoroughly
- **WEEDS:** For weed encroachment on paving of the courts, Use Round-Up or similar product at the manufacture's recommended rate.
- **TENNIS SURFACE:** Most tennis courts need to be resurfaced every five to six years. Courts with heavy use may need relining after three years. (This is a City responsibility).
- **NET POSTS:** Remove and check net posts once a year and repaint if needed. (This is a City responsibility).
- **WINDSCREENS:** If a hurricane is approaching, windscreen should be removed and stored. It is helpful to label the screens before removal to facilitate their re-installment.
- **TENNIS NETS:** **DO NOT** over tighten tennis nets. Set center net height at 3ft. Ratchet reels with protruding handles should have handles removed or reversed so that they turn towards net posts.
- **PROPER FOOTWARE:** Tennis shoes only should be worn on courts. **NO BLACK SOLED SHOES**



CITY OF WINTER PARK

401. Park Avenue South

Winter Park, Florida

32789-4386

INCIDENT REPORT

Risk Management Exempt Record

TIME & PLACE:

Date/Time of Incident: _____

Address & Location of Incident: _____

INCIDENT DESCRIPTION:

Describe what happened: _____

RESULT - INJURY OR PROPERTY DAMAGE:

☐ BODILY INJURY

☐ Citizen

☐ Visitor

☐ Contractor

☐ Other

Name of Injured: _____

Age or DOB: _____ Sex: (Circle One) M F

Address: _____

Telephone: _____

Describe Injury: _____

☐ PROPERTY DAMAGE/PROPERTY LOSS

Owner's Name: _____

Phone: _____

Address: _____

Describe the property and the damage: _____

Estimated Repair/Replacement Cost: _____

WITNESSES:

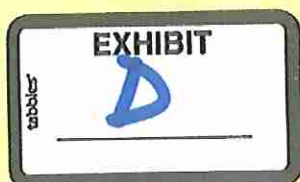
	Name	Address	Phone
1.	_____	_____	_____
2.	_____	_____	_____

REPORT COMPLETED BY:

Name: _____ Date: _____

Dept: _____ Phone: _____

Submit completed form to Risk Management, 401. Park Avenue South, Winter Park, FL 32789



www.cityofwinterpark.org

MEMORANDUM
City of Winter Park

To: Ms. Angie Zuguna, High Performance Sports, Inc.
Through: Ron Moore, Assistant Director, Parks & Recreation
From: Keri Martin, Risk Manager
Date: March 6, 2013
Subject: Accident/Injury Reporting Guidelines

Here are the Risk Management guidelines regarding incidents at the Winter Park Tennis Center. I understand that you may have other requirements from the Parks Department, these are in no way meant to negate or replace any of your contractual obligations.

The Incident Report Form should be completed for any incident that may result in a claim or loss for the City. This would include: injuries; City property damage; theft of City property; vandalism; damage or loss of private property that occurs on City property; and any other incidents that may result in a claim or loss.

Injuries on City Property:

1. Ask the injured party if they need emergency medical care;
2. If they are unable to respond or request care, call 9-1-1;
3. If they do not want emergency medical care, assist in any manner possible, i.e. provide ice, bandages, a chair, water, anything to make them comfortable;
4. Complete the Incident Report form with as much information as possible;
5. Take photos of the area where the injury occurred; the injured party; forward to Risk Mgmt.
6. If questions are asked about claims, medical bills, etc. – refer to Risk Mgmt. on next City business day.

Other Incidents:

1. If incident involves a crime or a motor vehicle, call police department to make a police report (407-644-1313)
2. Complete Incident Report form with as much detail as possible.
3. Take photos of all related objects.
4. Forward questions/concerns to Risk Mgmt.

Important Phone Numbers:

Ron Moore (cell) 321-436-9469
Centra Care – Lee Road 407-629-9281

Keri Martin (cell) 407-427-3809



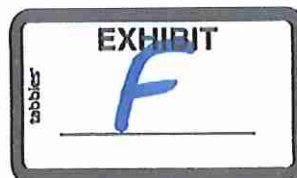
Winter Park Tennis Center Rules and Procedures

Reservations and Operations

1. The operational hours for the Center are as follows: Monday-Friday, 7:00 a.m. - 10:00 p.m.; Saturday and Sunday, 7:00 a.m. - 6:00 p.m.
 - A. Holidays: Christmas Eve, Christmas Day, New Year's Day, Easter Sunday and Thanksgiving. Offices are closed but there is free play during operating hours.
 - B. Holiday Hours: Holiday hours defined as 7:00 a.m. to 3:00 p.m., may be observed by CONTRACTOR on all CITY recognized Holidays.
2. The office hours for the Center are as follows: on weekdays, 7:00 a.m. - 10:00 p.m.; on weekends, 7:00 a.m. - 6:00 p.m. All players are expected to check into the Center office prior to court use.
3. Members may reserve courts by phone, in person or online starting at 2:00 p.m., official Center time, two days prior to the reservation. Non-member reservations may be made on the phone, in person or online one day prior to the reservation.
4. All players must check in and either show proof of membership status or pay non-member fees.
5. Court reservations will be held for 10 minutes after reservation beginning time.
6. The Parks and Recreation Department reserves the right to revoke membership privileges in the event of rules and procedures abuse.

Usage and Fees

1. All individuals or groups wanting to reserve courts will need to pay a fee in accordance with the current fee schedule of the City of Winter Park (see attached form).
2. All instructors must be approved by the City of Winter Park.
3. Tennis lessons, including clinics, team practices, and academies, are not allowed to be taught on soft courts during prime time. Prime time is 7:00 a.m. - 11:00 a.m. and 7:00 p.m. - 9:00 p.m. two (2) soft courts will be available between 7:00 p.m. - 9:00 p.m. for clinics. The only exceptions are as follows:
 - During all non-prime hours, four (4) soft courts and two (2) hard courts will at all times be available for non-instructional play.



- During operating hours on Christmas, New Year's Day, Easter Sunday and Thanksgiving, there will be free play without instructional play on all sixteen (16) courts.
4. Ball machines are to be used only on hard courts that have dividers and must be rented through the tennis center.
 5. Each clinic will be allowed on only three courts per reservation slot. All instructional fees will apply.
 6. The Center may close early due to inclement weather; the soft courts may close at any time due to court conditions.
 7. A rain check will be offered to all non-members if 30 minutes or less playing time has occurred. No cash refund will be made.

Team, League, Tournament, and Open Play

1. All players are expected and required to wear proper tennis attire, including shirts at all times. Players must wear tennis shoes on the clay courts; players may not wear running shoes on the clay or any shoes which leave colored marks on the hard courts. Street shoes and sandals are not allowed.
2. The basic rule of tennis etiquette, as governed by the USTA, will be observed at all times by players and spectators. Offensive language and behavior will not be tolerated.
3. Team and leagues will be granted time slots based on availability of courts. Teams will only be allowed five courts per match, which includes one late line, with a maximum of two home teams playing at the same time. If only one home team is playing, five courts may be assigned. At least two hard courts and two soft courts must be available during each reservation slot for non-instructional membership use. Teams with less than 75% tennis center members will be charged a \$150.00 fee plus hourly rate for home team non-members. Rosters and payment are required prior to play by the team captain. All new teams must complete a team use request prior to court use.
4. At least two (2) hard courts and four (4) contiguous soft courts must be available at all times for non-instructional membership use.
5. All court use will require an hourly fee or membership privilege.
6. Staff members have the right to determine which courts will be designated for league and open play.

7. Singles reservation slots are for a 1 ½ hour timeframe; doubles reservation slots are for a 2 hour timeframe. The timeframe is based on arrival time if no reservation has been made. During prime time block reservations will occur. Reservation Procedures: 1) one reservation per day for one court; 2) Court requests are not guaranteed; 3) The person reserving the court must use the court (no subletting).
8. Upon completion of the reservation timeframe, players are to relinquish courts to others. Players desiring additional time will be required to make an additional reservation in the office.
9. Club and USTA sectional tournaments will be encouraged for members. Tournament entry fees will be charged for all tournaments, no court fees will be charged for players who participate in club tournaments. When a tournament is in session that utilizes all of one court type, no less than two (2) of the other court type must be available for play. Tournaments may utilize mixed or all eight (8) of one type of court. A maximum of eight (8) courts can be used for a tournament.

Court Maintenance

1. Maximum effort must be given to court maintenance, both hard and soft, to ensure that nets are checked for holes, wind screens are attached, lines are nailed properly, holes and cracks filled, perimeters on clay courts scraped, weeds and other debris removed, and fences attached appropriately at the bottom.
2. The management company will perform court maintenance daily to include raking, rolling, and sweeping soft courts; cleaning debris and trash from hard courts; and maintaining the highest standards of cleanliness for all facilities, especially the buildings and restrooms.

Out of courtesy to the next participants, players are to remove all food and trash on tables, benches, and court area when play is done and put in the nearest receptacle

Membership Benefits

1. The Center will offer a pro-shop to all members and non-members during operational hours.
2. The Center will provide food and beverages to players, and when needed, provide catering services for special events.
3. All annual members will be given three courtesy guest passes and semi- annual members, one guest pass per calendar year.
4. A first-aid kit will be maintained in the Center office.

General

1. A weekly newsletter will be sent out to all members, and an up-to-date bulletin board will be maintained at the Center which will include all policies, fees and event calendar.
2. The City of Winter Park reserves the right to change these rules or add additional rules at any time. A comment box will be available for all players to express their comments and/or their suggestions.
3. The Tennis Center is not a licensed child care facility. Accordingly, the Tennis Center and the CONTRACTOR shall not engage in any activity that is reasonably determined to be minor child care on the premise of the Tennis Center. This prohibition against child care includes, but is not limited to, children of agents or employees of the CONTRACTOR and children of persons using the Tennis Center and their guests.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	May 13, 2013
prepared by department division	Public Works Communications Information Technology	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	n/a	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

subject

Video broadcasting of City Commission meetings

motion | recommendation

Provide direction to staff on which video option, if any, is preferred. All of the estimated costs below offer live video streaming and archival of recorded meetings:

One camera option

Estimated costs: \$24,000 (one-time) + \$500/annually

Multi-camera option

Estimated costs: \$49,000 (one-time) + \$500/annually + PT operator \$25/hr.

Multi-camera option with connectivity to City Commission agenda

Estimated costs: \$77,000 (one-time) + \$2,000/monthly + PT operator \$25/hr.

background

Currently, the City of Winter Park provides live audio on the city's website for those to tune in when unable to attend. (average of 5-7 external listeners/meeting)

The Commission has asked staff to explore the options to offer video broadcasting to our web users as well. Many other municipalities and counties already offer live video streams of their City Commission meetings including the cities of Orlando, Oviedo, Kissimmee, Lakeland, Tampa, Clearwater, St. Pete and the counties of Orange, Osceola and Seminole.

During the renovations of City Hall, preparations with the infrastructure and the new sound system were made for the future installation of a video system.

alternatives | other considerations

Continue offering live audio broadcasts without the video feature.

(costs for this current service are minimal (<\$1,000) and are incurred by IT Division staff)

Orange TV broadcasting & recording

Estimated costs: \$1,200 per meeting + \$10,000

fiscal impact

There is no budget allocated for the purchase or installation of a video system in the current fiscal year, however, funding could come from contingency if implemented this fiscal year or considered for the FY 2013-2014 budget process.

long-term impact

Offers an additional method for community to be engaged in city meetings and decisions and a visual archival record of meetings to be used for research and historical purposes.

strategic objective

Quality government services



city commission public hearing

item type	Public Hearing	meeting date	May 13, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		

Subject: REQUEST FOR AN EXTENSION OF THE CONDITIONAL USE APPROVAL FOR THE SUNTRUST BRANCH BANK AT 301 S. NEW YORK AVENUE.

This public hearing is to consider a request to extend, for one additional year, until August 27, 2014, the conditional use approval granted for the new SunTrust drive-thru branch bank to be developed at 301 S. New York Avenue, on the NW corner of New York and New England Avenues. **The original "final" conditional use approval was granted** in August, 2010 and was good for two years. On August 27th of last year, the conditional use was extended by the City Commission upon request from SunTrust until August 27, 2013. SunTrust is now requesting one additional year.

SunTrust has again extended their lease on their current SunTrust drive-in tellers off Carolina Avenue which now runs until late in 2014 so that is why they have not proceeded with the construction and are requesting the further extension. (See plans and materials attached)

Per code, notice of this public hearing has been advertised and notices have been mailed to all property owners within 500 feet.

Summary:

The Planning Commission and City Commission granted conditional use approval for SunTrust Bank to develop a drive-in teller facility at 301 S. New York as it met all of the codes, needed no variances and the architecture of the project was well received.



1031-C West 23rd Street
Panama City, Florida 32405

Phone: 850.563.1490
Fax: 850.563.1495

www.cphengineers.com

March 25, 2013

Mr. Jeff Briggs
Winter Park Planning Department
401 Park Avenue, South
Winter Park, Florida 32789
Phone: (407)599-3440

RE: Conditional Use Permit Extension
SunTrust - 301 S. New York Avenue
CPH Job No. S13322

Dear Mr. Briggs:

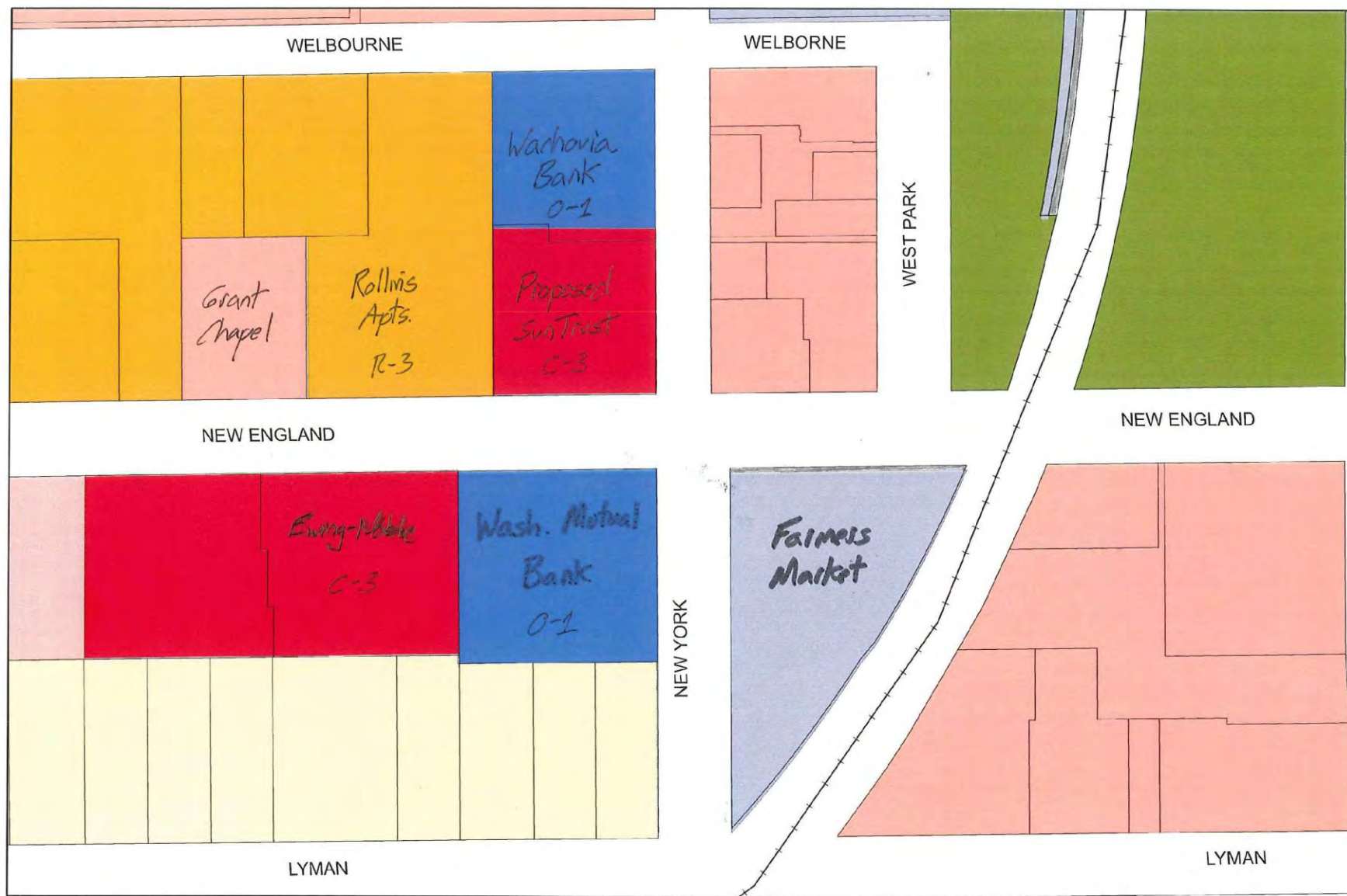
On behalf of SunTrust we would like to request a Conditional Use Permit extension. The project name & location is SunTrust Winter Park, 301 S. New York Avenue, Winter Park. Due to the current economic conditions we have temporarily postponed this project and would like to extend the CUP until August 2014. Enclosed you will find CPH Check No.1107 for the required review fee amount of \$600. If you have any questions or require any additional information, please do not hesitate to contact us at (850) 563-1490.

Sincerely,
CPH, Inc.

A handwritten signature in black ink, appearing to read 'Jason Toole', is written over a light blue horizontal line.

Jason Toole, P.E., LEED AP

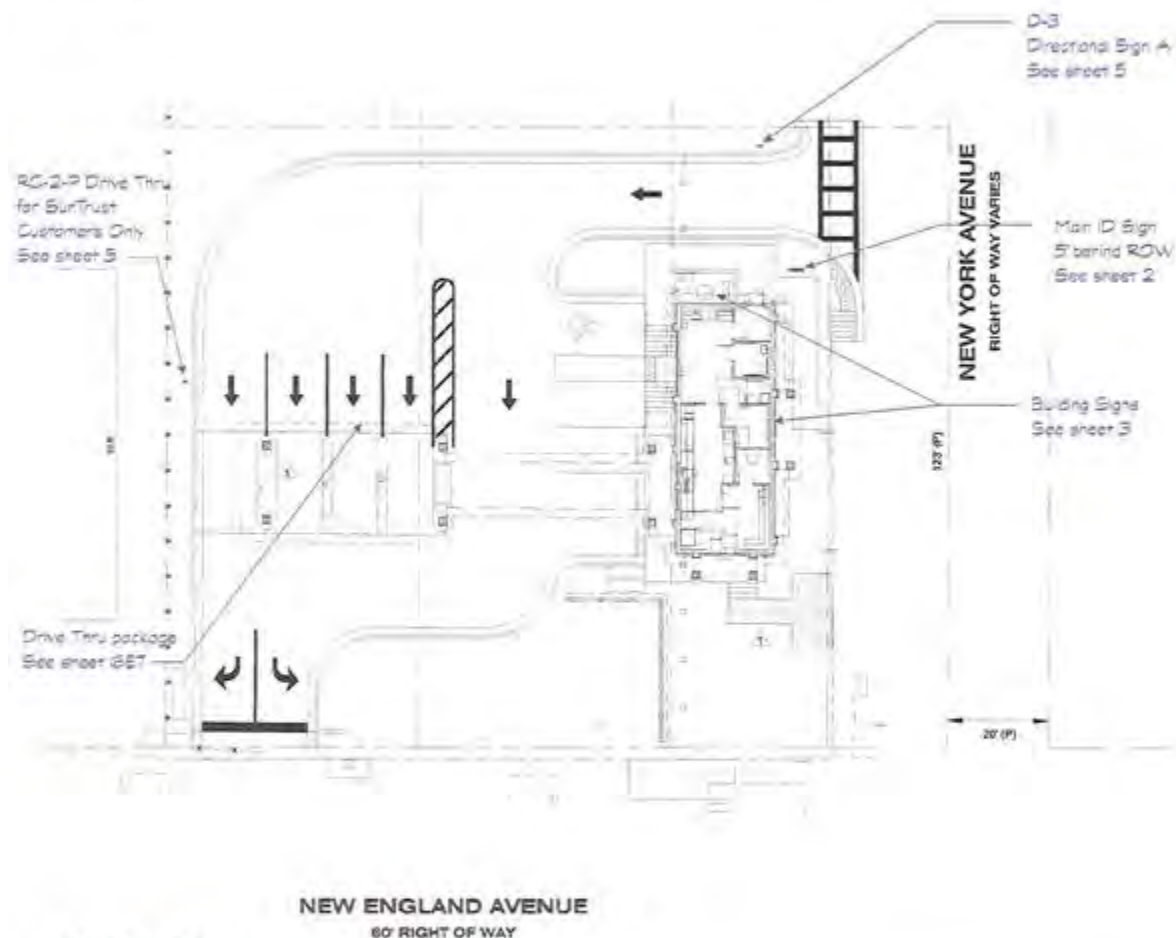
JLT/cfh



Winter Park Zoning

WP_Railroad_Line	C-3A	PQP	R-1AAA
Winter Park Boundary	I-1	PR	R-2
C-1	O-1	PURD	R-3
C-2	O-2	R-1A	R-4
C-3	PL	R-1AA	





Sign Package Winter Park Branch

Table of Contents

Description	Sheet
Site Plan	1
Main ID sign	2
Building Elevation	3
Building Sign Details	4
Directionals	5
Drivethru	6-7

SITE PLAN

SCALE: 1" = 60'

	JOB NAME: SunTrust Winter Park	DESIGNER: JMC	DATE: 7/3/10	REVISIONS: 	CUSTOMER APPROVAL: SIGNATURE _____ DATE _____	DRAWING: 1 of 7
	PROJECT ADDRESS: New York Ave Winter Park FL	CUSTOMER REP: Ron Wright	FILE NAME: STP1WinterPark.ai			



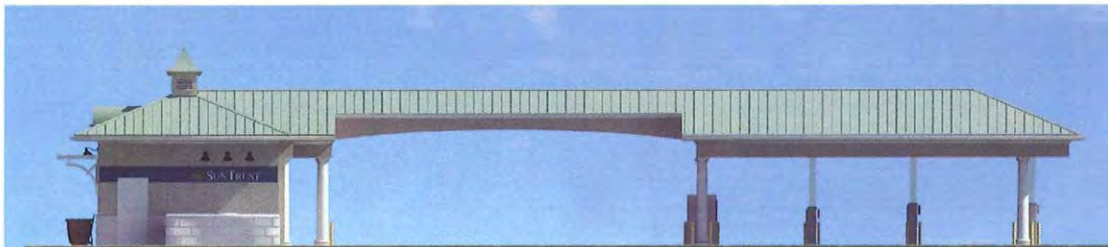
East Elevation



West Elevation



South Elevation



North Elevation

Proposed SunTrust Bank Drive-Thru Facility Winter Park, Florida



city commission public hearing

item type	Public Hearing	meeting date	May 13, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Second Reading of the Request of Jewett Clinic for Comp. Plan FLU and Rezoning from R-3 to Parking lot (PL) at 930, 950 and 960 Minnesota Avenue.

The Jewett Clinic has a contingent contract to purchase property for which they seek Comp. Plan FLU Map and Zoning Map to change the existing Multi-Family Residential (R-3) designation to Parking Lot (PL) zoning on the properties at 930, 950 and 960 Minnesota Avenues in order to use these properties for an expanded off-site parking lot for prospective building expansions on the Jewett Clinic campus.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the comprehensive plan future land use map change and zoning change from Medium Density Residential (R-3) to Parking Lot (PL) on the properties located at 930, 950 and 960 Minnesota Avenue that the parking lot not be leased for any alternate commercial use, such as off-site restaurant parking. Motion carried unanimously, 7-0.

The Ordinance was revised from the first reading to incorporate the condition above.

Summary:

The Jewett Clinic desires to expand their medical facilities on their campus at 1285 Orange Avenue. The site plan (attached) shows a prospective new two story medical office building to include an ambulatory surgery center. This rezoning request is to provide the parking spaces needed (in part) for that new medical building project.

The new medical building will be a conditional use on a future P&Z agenda (as it will be a building over 10,000 sq. ft.). However, the Jewett Clinic wants to seek an approval for the off-site parking before they continue to invest in the design work needed for that conditional use application.

Site and Context: The properties at 930 and 950 Minnesota Avenue each now hold a single family rental home. The property at 960 Minnesota Avenue is vacant. The combined properties have 219 feet of frontage on Minnesota Avenue and 145 feet of frontage on Oak Place. The combined properties are 31,375 square feet in size. All three properties are now zoned R-3. Under the R-3 zoning, the combined site could be developed with up to 12 multi-family apts./condos of a combined building size of up to 34,500 square feet.

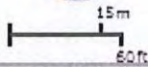
Project Plans: The conceptual plan for the proposed parking lot is attached. It would yield approximately 73 cars. The applicant would commit to limiting the driveway access onto Oak Place only. **Otherwise, the specific plans will conform to or exceed the City's requirements for** storm water retention and landscaping including replacement trees for those to be removed. The parking lot (PL) zoning only permits surface parking lots so no building or structure (Parking Garage) is permitted by this PL zoning in the future.

Landscape and Wall Plan: The City staff will recommend conditioning the rezoning on the approval of the landscape and wall plan. The City has a very good parking lot landscape code especially with the recent addition to the Code of the YMCA template for buffering and screening the parking which is essential in order to insure that the visual image of this parking lot from the homes nearby is favorable. That can be done as part of the conditional use process for the new medical building. Since the City has adopted (as part of the Code) the template for the YMCA buffer wall and landscape package, it is important to point out that the neighbors will be looking at exactly what has been successful at the YMCA in terms of visually buffering and screening this parking lot. (This is also the same requirement for wall and landscaping as was required for the rezoning of 1210 Dallas Avenue, also across from residential homes)

Summary: Just as with the YMCA parking lot expansion on our agenda a few months ago, it has been demonstrated that a properly screened parking lot does not diminish property values or discourage residential redevelopment. (There are three new homes built in 2012/2013 directly adjacent to or across the street from the YMCA parking lot)

A parking lot can actually be a quieter and a less active use than the 12 apts./condos that could be built on this combined property. This will be used as an employee parking lot. Employees will park in the morning and leave after work. There is no activity in the parking lot at night or on weekends when the neighbors are generally at home. Staff is recommending a condition of approval to insure that in the future a restaurant on Orange or Orlando Avenue does not lease this parking lot for nighttime and/or weekend use.

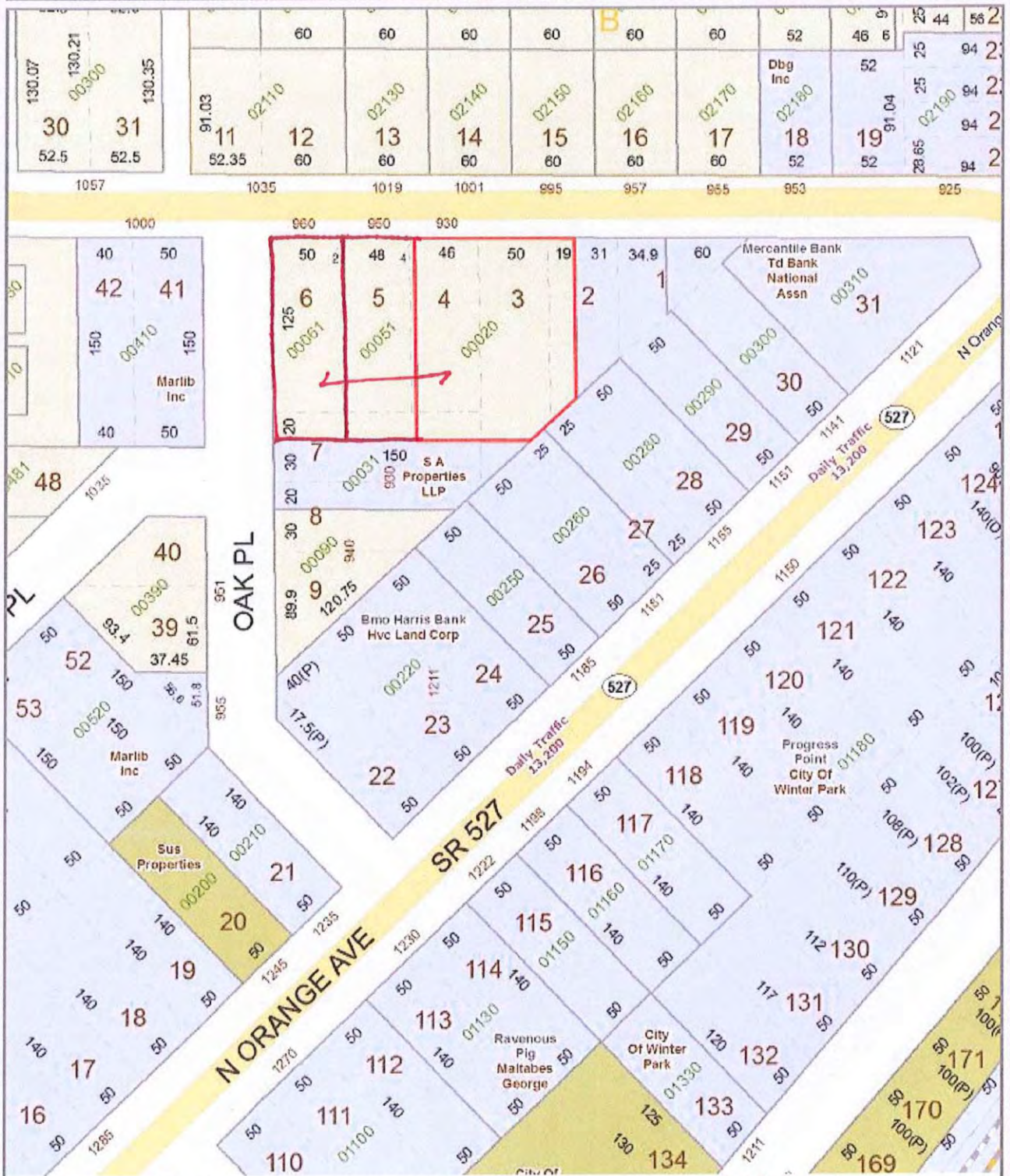
OCA Web Map



- Major Roads
- Public Roads
- Gas Roads
- Road Under Construction
- Proposed Road
- Brick Road
- Block Line
- Lot Line

- Residential
- Agriculture
- Commercial/Institutional
- Governmental/Institutional/Misc
- Commercial/Industrial/Vacant Land
- Agricultural/Cudilage
- Hydro
- Waste Land

- Parks
- Lakes and Rivers
- Building
- Block Number
- Lot Number
- Parcel Number
- Parcel Address
- Parcel Dimensions



OCPA Web Map



15m
50ft

Major Roads

Public Roads

Garage Roads

Road Under Construction

Proposed Road

Brick Road

Block Line

Lot Line

Residential

Agriculture

Commercial/Institutional

Governmental/Institutional/Misc

Commercial/Industrial Vacant Land

Agricultural Cudilage

Hydro

Waste Land

Parks

Lakes and Rivers

Building

E Block Number

6 Lot Number

05060 Parcel Number

3106 Parcel Address

111.9 Parcel Dimensions





JEWETT ORTHOPAEDIC CLINIC, P.A.

- HEADQUARTERS, 1285 Orange Ave., Winter Park, FL 32789
- STIRLING CENTER, 701 Platinum Point, Lake Mary, FL 32746
- MEDPLEX, 7300 Sandlake Commons Boulevard, Suite 127, Orlando, FL 32819
- INTERNATIONAL PLAZA, 3451 Technological Ave., Suite 15, Orlando, FL 32817
- DOWNTOWN ORLANDO, 2876 S. Osceola Avenue, Orlando, FL 32806
- RDV SPORTSPLEX, 8701 Maitland Summit Boulevard, Orlando, FL 32810
- CONVENIENT CARE CENTER, 801 S. Orlando Ave., Suite A-K, Winter Park, FL 32789
- ORLANDO EAST, 7975 Lake Underhill Rd. Suite 330, Orlando, FL 32822

- Phone: 407-647-2287
- Phone: 407-206-4500
- Phone: 407-345-1646
- Phone: 407-380-8705
- Phone: 407-236-0404
- Phone: 407-916-4120
- Phone: 407-599-3710
- Phone: 407-381-8441

Main FAX # 407-643-2801 • website: www.jewettortho.com

Eugene L. Jewett, M.D. (1900-1987)
Founder

John W. McCutchen, M.D.
President and Chairman
Hip Surgery

Gregory O. Munson, M.D.
Surgery of the Spine

John R. Chase, M.D.
Knee and Ankle Surgery

Richard L. Shure, M.D.
Hand Surgery

Hugh B. Morris, M.D.
Hip and Knee Arthritis Surgery
Sports Medicine and Arthroscopy of
the Knee and Shoulder

Richard M. Konsens, M.D.
Reconstructive Surgery of the Knee
Sports Medicine

Reginald L. Tall, M.D.
Surgery of the Spine

John A. Papa, M.D.
Foot and Ankle Surgery

Brian K. Barnard, M.D.
Hand Surgery
Arthroscopic and Reconstructive
Surgery of the Elbow and Shoulder

Janet M. Robison, M.D.
Arthroscopic and Reconstructive
Surgery of the Knee

Adam S. Fenichel, M.D.
Hand Surgery
Pediatric Orthopaedic Surgery

Joseph B. Billings, D.O.
Arthroscopic and Reconstructive
Surgery of the Knee, Hip and Shoulder
Sports Medicine

Colleen M. Zittel, M.D.
Rehabilitation Medicine
and Electrodiagnosis (EMG)

Wadih S. Macksoud, M.D.
Hand Surgery
Shoulder and Elbow Surgery

Mary Lynn Brown, M.D.
Hand Surgery

Jeffrey A. Deren, M.D.
Hand Surgery

Craig M. Mintzer, M.D.
Sports Medicine / Arthroscopic
Surgery of the Shoulder and Knee

Kenneth A. Krumins, M.D.
Arthroscopic and Reconstructive
Surgery of the Knee / Sports Medicine

Mark A. Beckner, M.D.
Surgery of the Spine

Michael V. Jablonski, M.D.
Arthroscopic and Reconstructive
Surgery of the Knee and Shoulder
Sports Medicine

Steven C. Choung, M.D.
Foot and Ankle Surgery

Kurt A. Gasner, M.D.
Hand Surgery
Shoulder and Elbow Surgery

Phillip A. Meinhardt, M.D.
Spine Surgery

William Felix-Rodriguez, M.D.
Primary Care Sports Medicine

Sean M. McFadden, D.O.
Surgery of the Knee and Shoulder
Sports Medicine

Physician Extenders

- Jared P. Reiss, PA-C
- Robert S. Buckley, PA-C
- Kit Kwan, PA-C
- Skip Repass, PA-C
- Karen E. Glavin, PA-C
- David M. Costello, PA-C
- Robert W. White, PA-C
- Sarah M. Richardson, PA-C
- Jeffrey A. Wright, PA-C
- Jennifer Britt, PA-C
- Peter Wheeler, PA-C
- Bucky Boaz, ARNP
- Neil Whitwam, ARNP

February 27, 2013

To Whom It May Concern:

Jewett Orthopaedic Clinic located at 1285 Orange Avenue, Winter Park has been a part of the community for the past 76 years. Jewett built its first facility in Winter Park in 1971 when Dr. Eugene Jewett determined that the City of Winter Park was where he would locate his medical clinic for Orthopedics. At that time, the Clinic consisted of 6 physicians. From that date until today Jewett has added to the existing facility and opened another eight locations in the Orlando area. Currently Jewett has 25 doctors on staff, 14 PA's/Nurse Practitioners and over 200 employees.

In 1993 Jewett also became a partner of Physicians Surgical Care Center (PSCC) in Winter Park, near the Winter Park Hospital. As Jewett added additional physicians over the years, the number of orthopedic surgical cases at PSCC also increased. After 20 years at this facility we are faced with an aging building, aging equipment and a shortage of Operating Rooms to accommodate the needed outpatient surgical cases.

Jewett has spent the last two years exploring options of where best a new surgery center could be located and still provide the conveniences for the patient as well as our doctors who go between their daily clinics and the surgery center. After performing this research we have concluded that the best location for the new facility is next door to our existing offices in Winter Park and Jewett already owns the property. This should allow us to build out the new facility for less and also help us to hold down the cost of healthcare to our patients. This location will also allow our patients to be seen in any of our nine offices and yet be very accessible for them on the day they may need a surgical procedure performed.

CELEBRATING OVER 75 YEARS OF ORTHOPAEDIC LEADERSHIP

Charles M. May, Chief Executive Officer

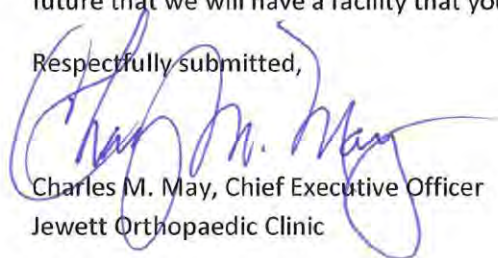
City of Winter Park
February 27, 2013
Page 2

Working with HuntonBrady, (architectural firm) and Klima Weeks, (civil engineers) we have determined the need for additional parking spaces to accommodate the new facility. We have placed a contract for additional land at Oak Street and Minnesota Avenue next to our existing office in Winter Park. Currently it is our understanding that the property is zoned R3 and we are requesting to change the zoning to allow for a parking lot. In order to ensure that we have the sufficient parking for our patients, we would plan to move our employees from our existing parking spaces to the new parking area at Oak and Minnesota. Also to ensure that our neighbors are not disturbed by the expansion of our parking needs, we would ensure that the lot will be neat in appearance and kept extremely clean. Also parking would only be a daytime event, therefore not distributing the neighbors in the evening hours.

A new surgery center in place will allow Jewett the opportunity to continue to meet the needs of our patients and at the same time add needed revenues to the City of Winter Park tax base.

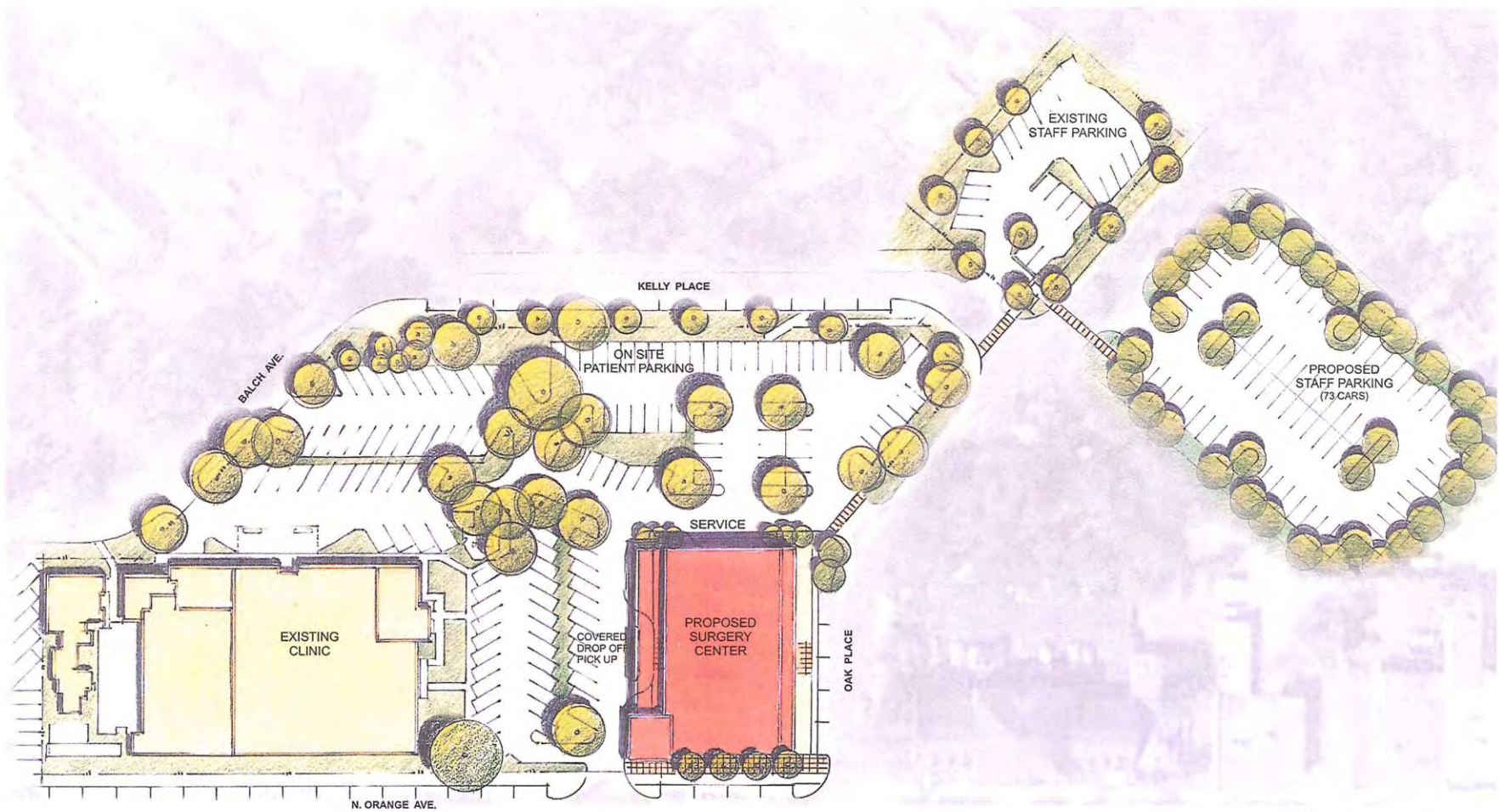
We, at Jewett, thank you for your consideration of this project and hope that should you or one of your family members have a need for our services in the future that we will have a facility that you will be pleased to visit.

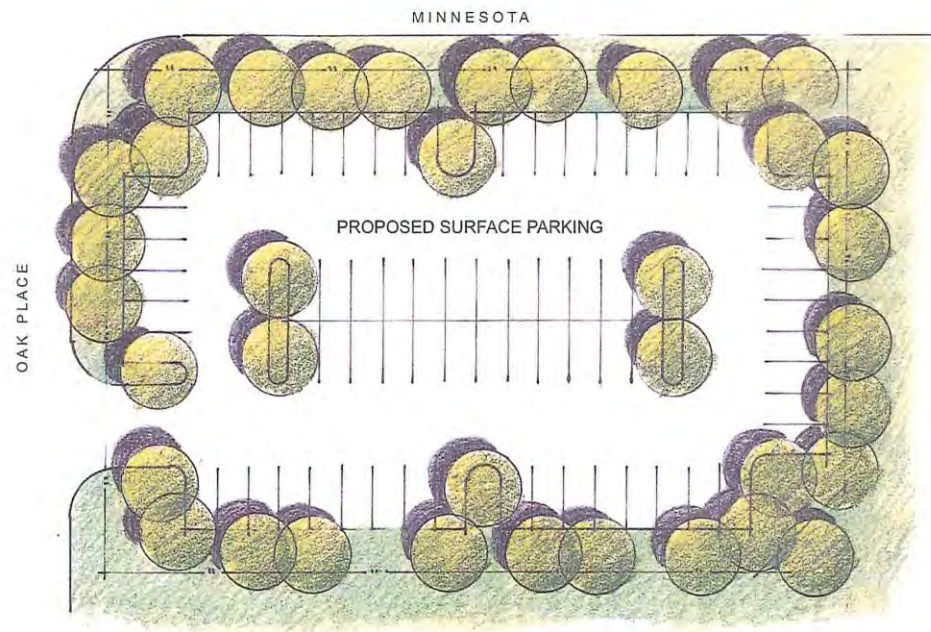
Respectfully submitted,



Charles M. May, Chief Executive Officer
Jewett Orthopaedic Clinic

/gg



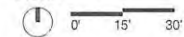


SITE DATA

Site Area	0.7 Acres
Total Parking	73 Cars

SITE PLAN

North



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 MEDIUM-DENSITY RESIDENTIAL TO PARKING LOT ON THE PROPERTIES AT 930, 950 AND 960 MINNESOTA 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 April 2, 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 medium density multi-family residential and to parking lot on the properties at 930, 950 and 960 Minnesota Avenue, property being more particularly described as follows:

The West 19 feet of Lot 2; Lots 3, 4, 5 and 6 and the North 20 feet of Lot 7, Palmetto Addition Replat as recorded in Plat Book "P", Page 72 of the Public Records of Orange County, Florida.

Property Tax ID's # 12-22-29-6604-00-061; 12-22-29-6604-00-051 and 12-22-29-6604-00-020

SECTION 2. Restrictions on Use. Pursuant to the approval granted by the City Commission, the property owner has voluntarily agreed that this parking lot is to be for the use of the property owner (Jewett Clinic) and that the parking lot is not be leased or used for any alternate commercial use, such as off-site restaurant parking.

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

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

SECTION 5. Effective Date. This Ordinance 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 SUS Properties (Jewett Orthopaedic Clinic) 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 MEDIUM
DENSITY MULTI-FAMILY (R-3) DISTRICT TO PARKING LOT
(PL) DISTRICT ON THE PROPERTIES AT 930, 950 AND 960**

**MINNESOTA 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 April 2, 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 medium density multi-family residential (R-3) district to parking lot (PL) district zoning on the properties at 930, 950 and 960 Minnesota Avenue, property being more particularly described as follows:

The West 19 feet of Lot 2; Lots 3, 4, 5 and 6 and the North 20 feet of Lot 7, Palmetto Addition Replat as recorded in Plat Book "P", Page 72 of the Public Records of Orange County, Florida.

Property Tax ID's # 12-22-29-6604-00-061; 12-22-29-6604-00-051 and 12-22-29-6604-00-020

SECTION 2. Restrictions on Use. Pursuant to the approval granted by the City Commission, the property owner has voluntarily agreed that this parking lot is to be for the use of the property owner (Jewett Clinic) and that the parking lot is not be leased or used for any alternate commercial use, such as off-site restaurant parking.

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance

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

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

SECTION 5. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. 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

REQUEST OF THE JEWETT ORTHOPAEDIC CLINIC TO: AMEND ARTICLE I, "COMPREHENSIVE PLAN" TO CHANGE THE FUTURE LAND USE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL TO PARKING LOT ON THE PROPERTIES AT 930, 950 AND 960 MINNESOTA AVENUE.

REQUEST OF THE JEWETT ORTHOPAEDIC CLINIC TO: AMEND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ON THE PROPERTIES AT 930, 950 AND 960 MINNESOTA AVENUE.

Mr. Krecicki announced that he has a conflict of interest as his firm is the architect of record for this project so he will not be participating in the discussion or voting on this issue. (The Memorandum of Voting Conflict Form is attached as a part of these minutes). He left the meeting at 7:25 p.m.

Planning Director Jeffrey Briggs presented the staff report and explained that the Jewett Clinic has a contingent contract to purchase property for which they seek Comprehensive Plan FLUM and Zoning Map changes to change the existing Multi-Family Residential (R-3) designation to Parking Lot (PL) zoning on the properties at 930, 950 and 960 Minnesota Avenues in order to use these properties for an expanded off-site parking lot for prospective building expansions on the Jewett Clinic campus. He said that the Jewett Clinic desires to expand their medical facilities on their campus at 1285 Orange Avenue. The site plan shows a prospective new two story medical office building to include an ambulatory surgery center. This rezoning request is to provide the parking spaces needed, in part for that new medical building project. He noted that the new medical building will be a conditional use on a future P&Z agenda (as it will be a building over 10,000 sq. ft.). However, the Jewett Clinic wants to seek an approval for the off-site parking before they continue to invest in the design work needed for that conditional use application. He reviewed the project for site and context, and the landscape and wall plan. The conceptual plan for the proposed parking lot is attached. It would yield approximately 73 cars. The applicant would commit to limiting the driveway access onto Oak Place only. Otherwise, the specific plans will conform to or exceed the City's requirements for storm water retention and landscaping including replacement trees for those to be removed. The parking lot (PL) zoning only permits surface parking lots so no building or structure (Parking Garage) is permitted by this PL zoning in the future.

He summarized by stating that just as with the YMCA parking lot expansion on our agenda a few months ago, it has been demonstrated that a properly screened parking lot does not diminish property values or discourage residential redevelopment. (There are three new homes built in 2012/2013 directly adjacent to or across the street from the YMCA parking lot)

Staff is recommending a condition of approval to insure that in the future a restaurant on Orange or Orlando Avenue does not lease this parking lot for nighttime and/or weekend use. Last, he noted that the ordinances are only effective upon the purchase by the Jewett Clinic (SUS Properties) so it will not be rezoned and then used by others for some other commercial use like off-site restaurant parking. Staff recommended approval with the condition that the wall and landscape plan be approved as part of the conditional use for the Jewett Clinic expansion and that the parking lot not be leased for any alternate commercial use, like off-site restaurant parking. Mr. Briggs responded to Board member questions and concerns.

Selby Weeks, Klima Weeks, represented the applicant. He explained that the more detailed site plan, landscape plan and storm water retention plans including lighting will be submitted for the final approval. He said that lighting could be set-up to have it shut-off at an agreed upon time. He responded to Board member questions and concerns.

Leah Moyer, 1001 Minnesota Avenue, spoke concerning the request. She spoke concerning the use of the lights during night hours. She stated that she would prefer to have the lights to be kept on for safety reasons. No one else wished to speak concerning the item. Public Hearing closed.

The Board members concurred that the rezoning and use for parking with the restriction suggested by staff would be beneficial for the expansion of the Jewett Clinic and could be done without negative impact on the surrounding neighborhood. Mr. Slocum indicated that he initially believed that limiting the hours of the parking lot lights was in the best interest of the neighbors but we now hear neighbor concerns. Mr. Briggs the indicated he would talk to the Police Dept. before the final parking lot design returns to P&Z for guidance on this issue. Mr. Gottfried further suggested looking at the Winter Park health Foundation office on Mizell and Edinburgh for a good example of subdued parking lot lighting.

Mr. Sacha and Mr. Gottfried expressed and the other Board members concurred that a properly screened parking lot with the wall and landscape buffer like the YMCA should be very compatible with the neighborhood. The Board members also expressed agreement with the condions recommended by staff.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the comprehensive plan future land use map change from medium density residential to parking lot on the properties located at 930, 950 and 960 Minnesota Avenue with the condition that the wall and landscape plan be approved as part of the conditional use for the Jewett Clinic expansion and that the parking lot not be leased for any alternate commercial use, such as off-site restaurant parking. Motion carried unanimously, 7-0.

Motion made by Mr. Sacha, seconded by Mr. Johnston to approve the requested rezoning from R-3 to PL on the properties located at 930, 950 and 960 Minnesota Avenue with the condition that the wall and landscape plan be approved as part of the conditional use for the Jewett Clinic expansion and that the parking lot not be leased for any alternate commercial use, such as off-site restaurant parking. Motion carried unanimously, 7-0.

NEW BUSINESS: None was discussed

Date of Next Work Session: Wednesday, April 24, 2013 at 12:00 Noon.

Date of Next Meeting: Tuesday, May 7, 2013 at 7:00

There was no further business. Meeting adjourned at 7:45 p.m.

Respectfully submitted,

Lisa M. Smith
Recording Secretary



city commission **public hearing**

item type	Public Hearing	meeting date	May 13, 2013
prepared by department division	Troy Attaway Public Works Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

Subject: Ordinance to Vacate Certain Streets within Ravaudage

Benjamin Partners LLC has requested the City to vacate certain streets within the Ravaudage PD area. Those streets are:

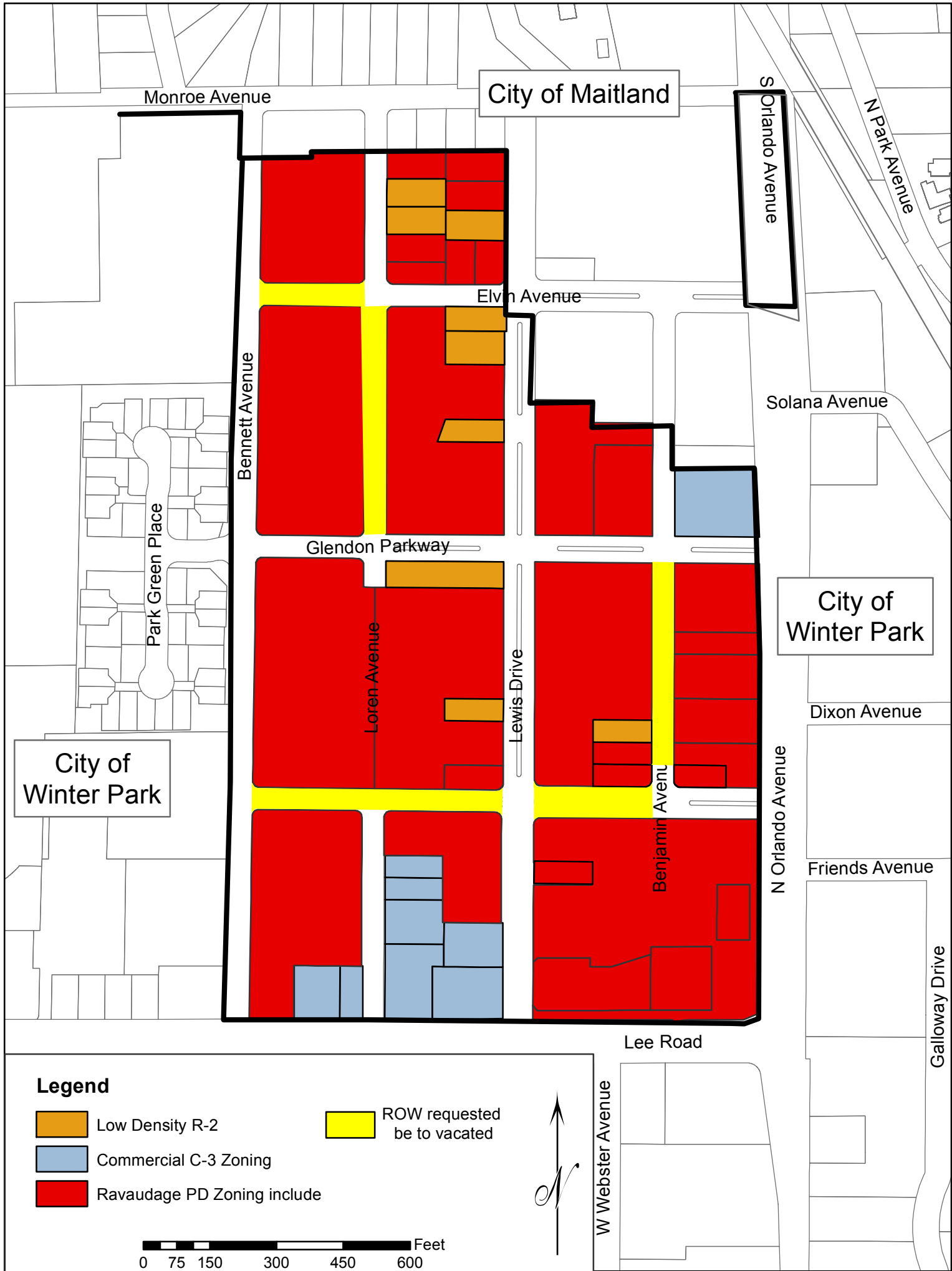
1. The right-of-way of Elvin Avenue lying between Bennett avenue and Loren Avenue;
2. The right-of-way of Loren Avenue lying between Elvin Avenue and Glendon Parkway;
3. The right-of-way of Kindel Avenue lying between Lewis Drive and Benjamin Avenue;
4. The right-of-way of Kindel Avenue lying between Bennett Avenue and Lewis Drive; and
5. The right-of-way of Benjamin Avenue, south of Glendon Parkway to a point 50 feet north of Kindel Avenue.

Staff Recommendation:

The Public Works Department recommends adoption of this Ordinance.

Summary:

The development of the Ravaudage PD contemplates the vacating of certain streets and the construction of other new streets to better form the street pattern for its development. The Ravaudage PD, as approved by **Orange County and the City's annexation agreement recognizes** that these Ordinances would be requested. However, since you cannot bind the actions of a future Commission (County or City) the prior approvals simply say that the government will process the petitions to vacate and does not commit to such actions. The procedure is to advertise the ordinances to effect the vacating, provide mailed notices to the affected parties and hold advertised public hearings, as has been done for this matter.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING CERTAIN STREETS WITHIN THE RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION AREA INCLUDING THE RIGHT-OF-WAY OF ELVIN AVENUE LYING BETWEEN BENNETT AVENUE AND LOREN AVENUE; THE RIGHT-OF-WAY OF LOREN AVENUE LYING BETWEEN ELVIN AVENUE AND GLENDON PARKWAY; THE RIGHT-OF-WAY OF KINDEL AVENUE LYING BETWEEN LEWIS DRIVE AND BENJAMIN AVENUE; THE RIGHT-OF-WAY OF KINDEL AVENUE LYING BETWEEN BENNETT AVENUE AND LEWIS DRIVE AND THE RIGHT-OF-WAY OF BENJAMIN AVENUE SOUTH OF GLENDON PARKWAY TO A POINT 50 FEET NORTH OF KINDEL AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission desires to foster the development of the Ravaudage Planned Development by vacating and abandoning certain platted streets within the Home Acres subdivision as platted in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, so that an alternate street system can be developed to better serve the economic growth of this area, and

WHEREAS, this Ordinance meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to abutting property owners 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 city public works department has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Ordinance and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law.

NOW, THEREFORE, BE IT ENACTED as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons the right-of-way of Elvin Avenue lying between Bennett Avenue and Loren Avenue, as more particularly described in Exhibit "A".

Section 2. The City Commission of the City of Winter Park hereby vacates and abandons the right-of-way of Loren Avenue lying between Elvin Avenue and Glendon Parkway, as more particularly described in Exhibit "B".

Section 3. The City Commission of the City of Winter Park hereby vacates and abandons the right-of-way of Kindel Avenue lying between Lewis Drive and Benjamin Avenue, as more particularly described in Exhibit "C".

Section 4. The City Commission of the City of Winter Park hereby vacates and abandons the right-of-way of Kindel Avenue lying between Bennett Avenue and Lewis Drive, as more particularly described in Exhibit "D".

Section 5. The City Commission of the City of Winter Park hereby vacates and abandons the right-of-way of Benjamin Avenue south of Glendon Parkway to a point 50 feet north of Kindel Avenue, as more particularly described in Exhibit "E".

Section 6. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 7. This ordinance shall become effective immediately upon its final passage and adoption.

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

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

SKETCH OF DESCRIPTION

OF
A PORTION OF ELVIN WAY
(THIS IS NOT A SURVEY)

Exhibit "A"

LEGAL DESCRIPTION:

THAT PORTION OF ELVIN WAY LYING EAST OF BENNETT AVENUE, AND WEST OF LOREN AVENUE, 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 SOUTHWEST CORNER OF LOT 1, BLOCK "M", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 00°39'48"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 40.18 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°39'48"E A DISTANCE OF 80.01 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°39'48" AND A CHORD BEARING OF S 44°40'06"E; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N 90°00'00"E ALONG THE NORTH LINE OF AFORESAID ELVIN WAY, A DISTANCE OF 205.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°54'35"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOREN AVENUE, THENCE RUN S 00°05'24"W ALONG SAID WEST LINE A DISTANCE OF 64.98 FEET; THENCE RUN S 90°00'00"W ALONG THE SOUTH LINE OF AFORESAID ELVIN WAY A DISTANCE OF 221.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°20'12"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,937 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Bennett Avenue, Home Acres, having a bearing of N 00°39'48" E, (Assumed).
3. See Sketch on Sheet 2 of 2.

SHEET 1 OF 2

**HENRICH-LUKE &
SWAGGERTY, LLC**

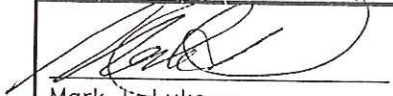


surveyors & mappers
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(407) 647-7346
FAX (407) 647-8097
Licensed Business No. 7276

Job No: E-8974
Date: 4-2-13
Drawn By: MIL
Scale: 1"=100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 2 OF 2


Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

OF
A PORTION OF ELVIN WAY
(THIS IS NOT A SURVEY)



1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Bennett Avenue, Home Acres, having a bearing of N 00°39'48" E, (Assumed).
3. See Legal Description on Sheet 1 of 2.



Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

SKETCH OF DESCRIPTION

OF
A PORTION OF LOREN AVENUE
(THIS IS NOT A SURVEY)

Exhibit "B"

LEGAL DESCRIPTION:

THAT PORTION OF LOREN AVENUE LYING NORTH OF GLENDON PARKWAY AND SOUTH OF ELVIN WAY 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:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK "L", AND A LINE LYING 30 FEET NORTH OF THE CENTER LINE OF GLENDON PARKWAY, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 00°00'00"W ALONG SAID LINE LYING 30 FEET NORTH OF THE CENTER LINE OF GLENDON PARKWAY A DISTANCE OF 53.80 FEET TO A POINT ON A CURVE CONCAVE WESTERLY; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 41°43'14", AND A CHORD BEARING N 20°57'01"E, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 10.92 FEET TO THE POINT OF TANGENCY; SAID POINT LYING ON THE WEST LINE OF AFORESAID LOREN AVENUE; THENCE RUN N 00°05'24"E. ALONG SAID WEST LINE A DISTANCE OF 490.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90°05'23"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.59 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID ELVIN WAY; THENCE RUN S 90°00'00"E A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°54'37", AND A CHORD BEARING S 45°02'42"W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.54 FEET TO THE POINT OF TANGENCY; THENCE RUN S 00°05'24"W A DISTANCE OF 500.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,859 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Loren Avenue, Home Acres, having a bearing of S 00°05'24" W, (Assumed).
3. See Sketch on Sheet 2 of 2.

SHEET 1 OF 2

**HENRICH-LUKE &
SWAGGERTY, LLC**



surveyors & mappers

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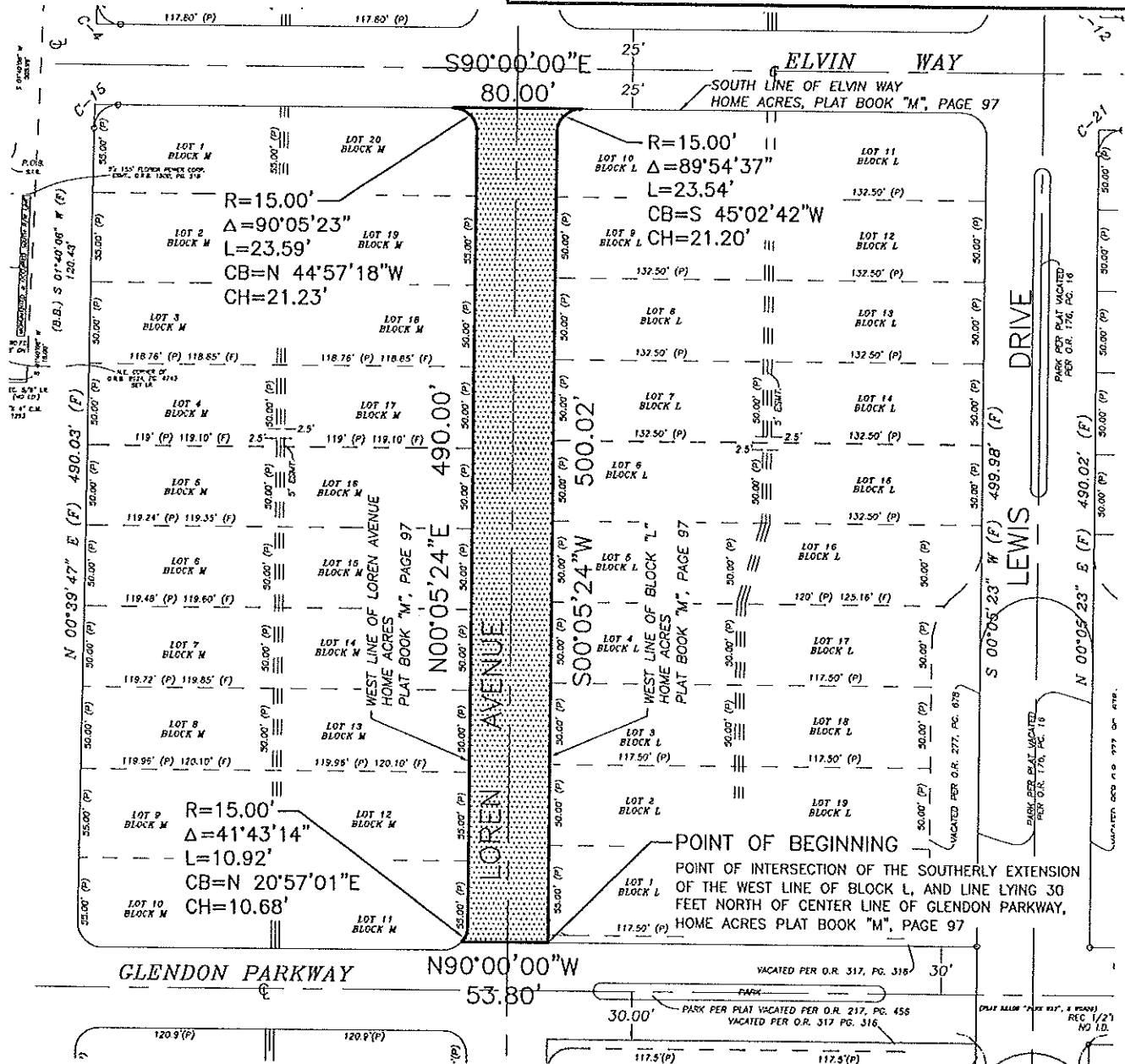
Job No: E-8974
Date: 4-2-13
Drawn By: MIL
Scale: 1"=100'

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NOT VALID WITHOUT SHEET 2 OF 2

Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

SKETCH OF DESCRIPTION OF A PORTION OF LOREN AVENUE (THIS IS NOT A SURVEY)



SURVEYOR'S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Loren Avenue, Home Acres, having a bearing of S 00°05'24" W, (Assumed).
3. See Legal Description on Sheet 1 of 2.

SHEET 2 OF 2

**HENRICH-LUKE &
SWAGGERTY, LLC**



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SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1 OF 2

[Signature]

Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

SKETCH OF DESCRIPTION

OF
A PORTION OF KINDEL AVENUE
(THIS IS NOT A SURVEY)

Exhibit "C"

LEGAL DESCRIPTION:

THAT PORTION OF KINDEL AVENUE AND PARK, LYING EAST OF OF LEWIS DRIVE AND WEST OF BENJAMIN AVENUE, 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 SOUTHWEST CORNER OF LOT 13, BLOCK "B", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 00°02'43"E ALONG THE WEST LINE OF SAID LOT 13 A DISTANCE OF 35.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°02'43"E A DISTANCE OF 100.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°02'43" AND A CHORD BEARING OF S 44°58'38"E; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID POINT LYING ON THE NORTH RIGHT OF WAY LINE OF AFORESAID KINDEL AVENUE, THENCE RUN N 90°00'00"E ALONG THE NORTH LINE OF SAID KINDEL AVENUE, A DISTANCE OF 234.92 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°54'37"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AFORESAID BENJAMIN AVENUE, THENCE RUN S 00°05'24"W ALONG SAID WEST LINE A DISTANCE OF 84.97 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE; THENCE RUN S 90°00'00"W ALONG SAID SOUTH LINE A DISTANCE OF 249.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°57'17"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,685 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the West Line of Lewis Drive, Home Acres, having a bearing of N 00°02'43" E, (Assumed).
3. See Sketch on Sheet 2 of 2.

SHEET 1 OF 2

**HENRICH-LUKE &
SWAGGERTY, LLC**



surveyors & mappers
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Job No: E-8974
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Drawn By: MIL
Scale: 1"=100'

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NOT VALID WITHOUT SHEET-2-OF 2


Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

OF
A PORTION OF KINDEL AVENUE
(THIS IS NOT A SURVEY)



1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Lewis Drive, Home Acres, having a bearing of N 00°02'43" E, (Assumed).
3. See Legal Description on Sheet 1 of 2.

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.
NOT VALID WITHOUT SHEET-1-OF-2


Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006



surveyors & mappers
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Job No: E-8974
Date: 4-2-13
Drawn By: MIL
Scale: 1"=100'

SKETCH OF DESCRIPTION

OF
A PORTION OF KINDEL AVENUE
(THIS IS NOT A SURVEY)

Exhibit "D"

LEGAL DESCRIPTION:

THAT PORTION OF KINDEL AVENUE LYING EAST OF BENNETT AVENUE, AND WEST OF LEWIS DRIVE 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 SOUTHWEST CORNER OF LOT 13, BLOCK "D", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 00°39'48"E ALONG THE WEST LINE OF SAID LOT 13 A DISTANCE OF 35.74 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°39'48"E A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°39'47" AND A CHORD BEARING OF S 44°40'06"E; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N 90°00'00"E ALONG THE NORTH LINE OF AFORESAID KINDEL AVENUE, A DISTANCE OF 531.85 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°54'37"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LEWIS DRIVE, THENCE RUN S 00°02'43"W ALONG SAID WEST LINE A DISTANCE OF 79.95 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°55'38" AND A CHORD BEARING OF N 45°02'11"W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S 90°00'00"W ALONG THE SOUTH LINE OF AFORESAID KINDEL AVENUE A DISTANCE OF 532.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°20'13"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,305 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Bennett Avenue, Home Acres, having a bearing of N 00°39'48" E, (Assumed).
3. See Sketch on Sheet 2 of 2.

SHEET 1 OF 2

**HENRICH-LUKE &
SWAGGERTY, LLC**

surveyors & mappers



165 Middle Street
Suite 1101
Lake Mary, Florida 32746
(407) 647-7346
FAX (407) 647-8097
Licensed Business No. 7276

Job No: E-8974
Date: 4-2-13
Drawn By: MIL
Scale: 1"=100'

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.


NOT VALID WITHOUT SHEET-2-OF-2

Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

OF
A PORTION OF KINDEL AVENUE
(THIS IS NOT A SURVEY)



1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Bennett Avenue, Home Acres, having a bearing of N 00°39'48" E, (Assumed).
3. See Legal Description on Sheet 1 of 2.


Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

SKETCH OF DESCRIPTION
OF
A PORTION OF BENJAMIN AVENUE
(THIS IS NOT A SURVEY)

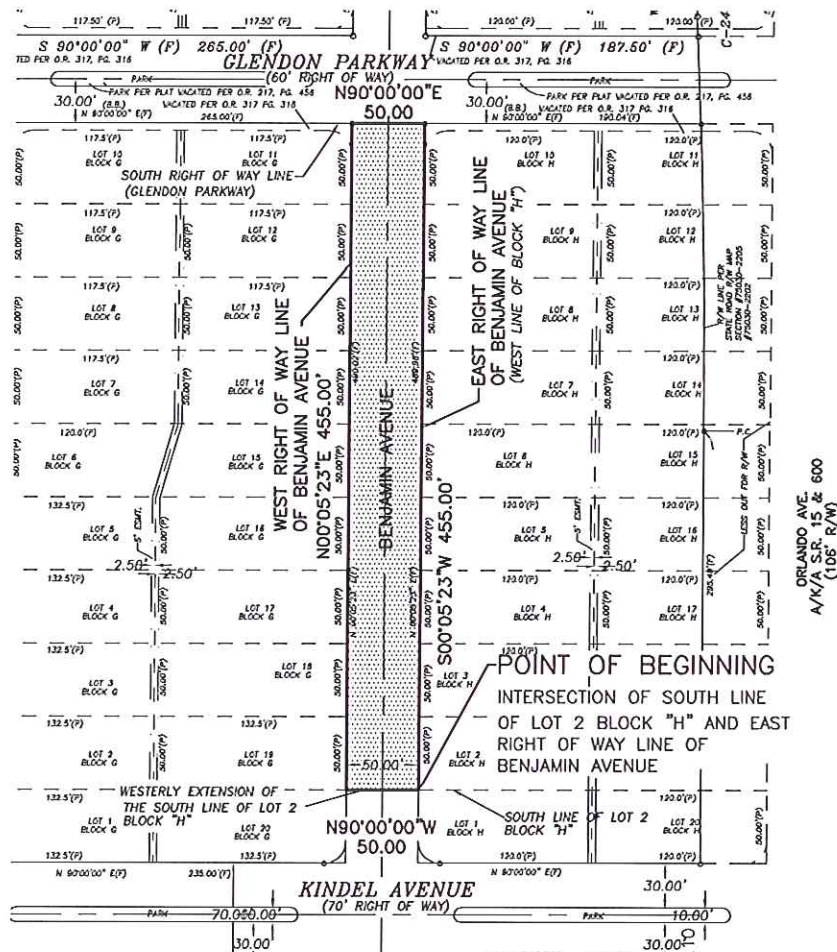
Exhibit "E"

LEGAL DESCRIPTION:

THAT PORTION OF BENJAMIN AVENUE LYING EAST OF BLOCK "G", AND WEST OF BLOCK "H", 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:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2, BLOCK "H", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 90°00'00"W ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2, BLOCK "H" A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, THENCE RUN N 00°05'23"E A DISTANCE OF 455.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GLENDON PARKWAY AS IT NOW EXISTS, THENCE N 90°00'00"E A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID BENJAMIN AVENUE; THENCE S 00°05'23"W ALONG SAID EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE, AND THE WEST LINE OF AFORESAID BLOCK "H" A DISTANCE OF 455.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,750 SQUARE FEET, MORE OR LESS.



SURVEYOR'S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Right of Way Line of Benjamin Avenue, having a bearing of S 00°05'23" W, (Assumed).

HENRICH-LUKE & SWAGGERTY, LLC
surveyors & mappers



185 Middle Street
Suite 1101
Lake Mary, Florida 32746
(407) 647-7348
FAX (407) 647-8097
Licensed Business No. 2276

Job No: E-9011
Date: 4-19-13
Drawn By: MIL
Scale: 1"=100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO. 5006
Mark N. Luke
Professional Surveyor & Mapper
Florida Registration #5006



city commission public hearing

item type	Public Hearing	meeting date	May 13, 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	7-0 final vote

Subject: Ordinances to Establish City Zoning on the Non-Ravaudage Properties in the Home Acres Annexation area.

On November 12, 2012 the City of Winter Park annexed the 51+ acres of the Ravaudage /Home Acres area. These two ordinances establish the low density residential or commercial FLU designations on the City's Comprehensive Plan maps and the low density residential (R-2) zoning and commercial (C-3) zoning on the City's official zoning map to match what these properties were designated in Orange County.

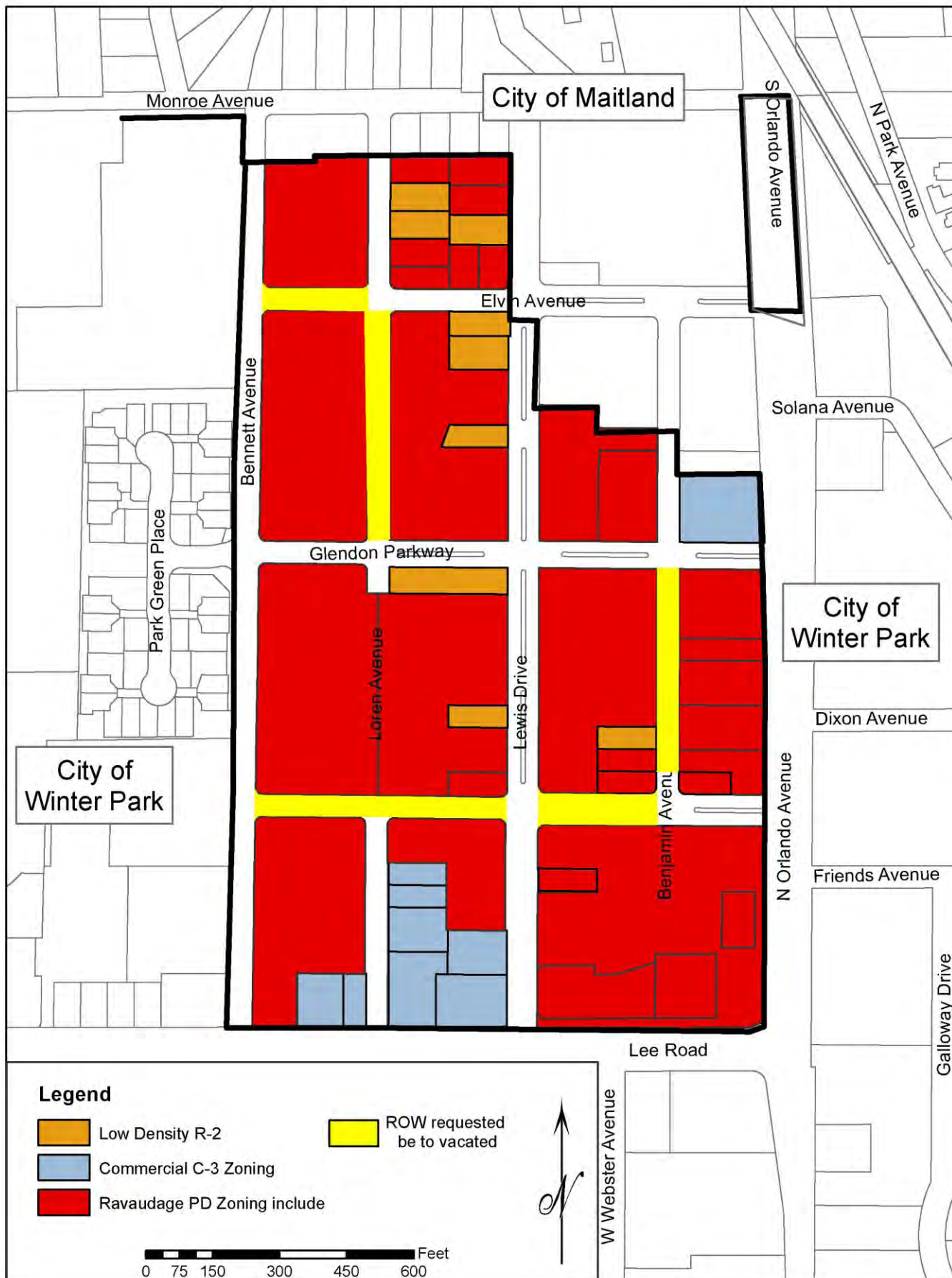
Planning and Zoning Board Recommendation:

The Planning Board met Tuesday night, May 7th after the City Commission packets went out. Their minutes will be sent via email.

Summary:

These properties now have the same FLU and zoning in Orange County so there is no change. The only change is that they will now be under the terms of the Winter Park land development code versus Orange County's. This is customary for the City to establish it's FLU and Zoning to match what was in place in Orange County.

These ordinances do not include any of the properties that were part of the Ravaudage Planned Development approval of May 24, 2011. The annexation agreement approved by the City Commission on April 9, 2012 provides that the Ravaudage PD properties will be governed by the Orange County PD zoning and land development code. So those properties remain with their Orange County PD future land use and Orange County PD zoning.



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 ESTABLISH LOW DENSITY RESIDENTIAL AND COMMERCIAL FUTURE LAND USE DESIGNATIONS TO THE RECENTLY ANNEXED PROPERTIES AT 970, 1000, 1008, 1306 AND 1308 LOREN AVENUE; 933, 1101, 1123, 1211, 1253 AND 1313 LEWIS DRIVE; 1141 BENJAMIN AVENUE; 600, 1449, 1471, 1501 AND 1531 LEE ROAD AND AT 1175 N. ORLANDO AVENUE; MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the aforementioned properties have been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan future land use map designation identical to the future land use designations that exist on these properties when they were part of unincorporated Orange County, as a small scale amendment to the Comprehensive Plan, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and Rule 9J-5, Florida Administrative Code 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.

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 establish a Commercial future land use designation on the annexed properties at 970, 1000, 1008 Loren Avenue; 933 Lewis Drive; at 1175 N. Orlando Avenue; and at 600, 1449, 1471, 1501, 1531 Lee Road and that all other maps in the Comprehensive Plan shall also be amended to reflect the addition and annexation of this property into the City of Winter Park, said properties being more particularly described as follows:

970 Loren Avenue	Property Tax ID# 01-22-29-3712-03-170
1000 Loren Avenue	Property Tax ID# 01-22-29-3712-03-160
1008 Loren Avenue	Property Tax ID# 01-22-29-3712-03-150

933 Lewis Drive	Property Tax ID# 01-22-29-3712-03-060
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1175 N. Orlando Avenue	Property Tax ID# 01-22-29-3712-10-011
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600 Lee Road	Property Tax ID# 02-22-29-0000-00-042
1449 Lee Road	Property Tax ID# 01-22-29-3712-03-030
1471 Lee Road	Property Tax ID# 01-22-29-3712-03-010
1501 Lee Road	Property Tax ID# 01-22-29-3712-04-050
1531 Lee Road	Property Tax ID# 01-22-29-3712-04-030

SECTION 2. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to establish a Low Density Residential future land use designation on the annexed properties at 1306 and 1308 Loren Avenue, at 1101, 1123, 1211, 1253, 1313 Lewis Drive;; and at 1141 Benjamin Avenue and that all other maps in the Comprehensive Plan shall also be amended to reflect the addition and annexation of this property into the City of Winter Park, said properties being more particularly described as follows:

1306 Loren Avenue	Property Tax ID# 01-22-29-3712-16-041
1308 Loren Avenue	Property Tax ID# 01-22-29-3712-16-051
1101 Lewis Drive	Property Tax ID# 01-22-29-3712-06-170
1123 Lewis Drive	Property Tax ID# 01-22-29-3712-06-100
1211 Lewis Drive	Property Tax ID# 01-22-29-3712-12-160
1253 Lewis Drive	Property Tax ID# 01-22-29-3712-12-110
1313 Lewis Drive	Property Tax ID# 01-22-29-3712-16-131
1141 Benjamin Ave.	Property Tax ID# 01-22-29-3712-07-180

SECTION 3. This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

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 ESTABLISH COMMERCIAL (C-3) DISTRICT ZONING AND LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE RECENTLY ANNEXED PROPERTIES AT 970, 1000, 1008, 1306 AND 1308 LOREN AVENUE; 933, 1101, 1123, 1211, 1253 AND 1313 LEWIS DRIVE; 1141 BENJAMIN AVENUE; 600, 1449, 1471, 1501 AND 1531 LEE ROAD AND AT 1175 N. ORLANDO AVENUE; MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the properties more particularly described herein have in compliance with Chapter 171, Florida Statutes, been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance to correspond with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, the establishment of 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.

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 is hereby amended so as to establish Commercial (C-3) district zoning on the annexed properties at 970, 1000, 1008 Loren Avenue; at 933 Lewis Drive at 1175 N. Orlando Avenue; and at 600, 1449, 1471, 1501, 1531 Lee Road, more particularly described as follows:

970 Loren Avenue	Property Tax ID# 01-22-29-3712-03-170
1000 Loren Avenue	Property Tax ID# 01-22-29-3712-03-160
1008 Loren Avenue	Property Tax ID# 01-22-29-3712-03-150
933 Lewis Drive	Property Tax ID# 01-22-29-3712-03-060
1175 N. Orlando Avenue	Property Tax ID# 01-22-29-3712-10-011
600 Lee Road	Property Tax ID# 02-22-29-0000-00-042
1449 Lee Road	Property Tax ID# 01-22-29-3712-03-030
1471 Lee Road	Property Tax ID# 01-22-29-3712-03-010
1501 Lee Road	Property Tax ID# 01-22-29-3712-04-050

1531 Lee Road

Property Tax ID# 01-22-29-3712-04-030

SECTION 2. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to establish Low Density Residential (R-2) district zoning on the annexed properties at 1306 and 1308 Loren Avenue; at 1101, 1123, 1211, 1253, 1313 Lewis Drive;; and at 1141 Benjamin Avenue, more particularly described as follows:

1306 Loren Avenue	Property Tax ID# 01-22-29-3712-16-041
1308 Loren Avenue	Property Tax ID# 01-22-29-3712-16-051

1101 Lewis Drive	Property Tax ID# 01-22-29-3712-06-170
1123 Lewis Drive	Property Tax ID# 01-22-29-3712-06-100
1211 Lewis Drive	Property Tax ID# 01-22-29-3712-12-160
1253 Lewis Drive	Property Tax ID# 01-22-29-3712-12-110
1313 Lewis Drive	Property Tax ID# 01-22-29-3712-16-131

1141 Benjamin Ave.	Property Tax ID# 01-22-29-3712-07-180
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SECTION 3. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

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

Mayor

Attest:

City Clerk



city commission public hearing

item type	Public Hearing	meeting date	May 13, 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	final vote

Subject: Ordinance to Establish Hours of Operation for Massage Therapy Businesses.

This agenda item proposes amending the commercial and office zoning rules to establish hours of operation for state license massage therapy businesses. The city staff is proposing to establish hours of operation for these massage therapy businesses from 7:00 am until 10:00 pm. The exception would be for massage therapy provided in hotels where you may have guests arriving late from flights or other late travel. This proposed ordinance would also prohibit using any massage therapy business as a residential occupancy which is in effect, how they can operate when they are open 24 hours a day.

Planning and Zoning Board Recommendation:

The Planning Board met Tuesday night, May 7th after the City Commission packets went out. Their minutes will be sent via email.

Summary:

Most commercial areas of the City are very close to residential properties. If you look at the Fairbanks, Orlando, Orange Avenues and Lee Road corridors, you see residential properties within 100-150 feet (typically behind) the commercial properties. The City has some late night businesses (restaurants) but virtually no other 24 hour businesses except for an occasional gas station or pharmacy.

This ordinance is in part in response to complaints about all night activity and noise at 24 hour massage spas. One major purpose of zoning laws is to protect the peaceful enjoyment of residential properties and also to protect property values. The ordinance also addresses property values in response to complaints from owners of other commercial properties that the character and property values along the major commercial roads in the City is diminished if characterized by all night/flashy "24 hour massage" signs.

Winter Park was one of the first communities in Florida to prohibit internet cafes. Winter Park has also restricted via zoning any new car lots, pawn shops and tattoo/body art businesses. This ordinance is consistent with previous actions.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING" SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS" SO AS TO ESTABLISH HOURS OF OPERATION FOR STATE LICENSE MASSAGE THERAPY BUSINESSES AND TO PROHIBIT RESIDENTIAL USE OF SUCH COMMERCIAL AND OFFICE SPACE, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission desires to provide further standards for the operation of massage therapy businesses; and

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

WHEREAS, the City Staff recommends this Ordinance, and the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their May 7, 2013 meeting; and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-84 "General Provisions for Non-residential Zoning Districts, is hereby amended and modified by adding a new subsection (dd) to read as follows:

Sec. 58-84. General Provisions for Non-residential Zoning Districts.

(dd) *Massage therapy businesses.* Any state licensed massage therapy business shall be limited and restricted to hours of operation only between the times of 7:00 am through 10:00 pm. This limitation and restriction shall not apply if such massage therapy is provided within a licensed hotel or motel. In addition, no residential occupancy of the premises may be permitted in conjunction with any massage therapy business and no separate sleeping, cooking or bathroom facilities may be provided outside of the area used for the massage therapy.

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 immediately effective upon its passage and adoption.

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

Mayor

Attest:

City Clerk

The Miami Herald

Posted on Thu, Mar. 28, 2013

Bill seeks to limit hours for massage parlors

By BRUCE SCHREINER
Associated Press

Florida's massage parlors would close at midnight and face more scrutiny under a bill that breezed through a state House panel on Thursday.

The bill's sponsor said his proposal is a response to requests from law enforcement to clamp down on an unsavory side of an industry dotting some urban centers in the Sunshine State.

The measure targets massage parlors that "are really just a cover-up for human trafficking, where young women are brought over to this country unlawfully," said state Rep. Dave Kerner, D-Lake Worth.

The measure (HB 7005) easily cleared the House Justice Appropriations Subcommittee.

It would require the parlors to be closed from midnight to 5 a.m., though local governments would have the option to allow parlors to operate for longer hours to coincide with big events in the area.

"If you're getting a massage at 3 in the morning, that's probably not a legitimate massage establishment," Kerner said after the committee hearing.

Law enforcement report that some women employees are confined to live in squalid conditions at the parlors, he said. Parlor owners would face criminal charges if their employees are forced to live in the parlors.

Violations of the bill's provisions would strengthen the hand of law enforcement in seeking to close the establishments, he said.

The bill is being tracked closely by Florida Attorney General Pam Bondi.

"Attorney General Bondi is dedicated to making Florida a zero-tolerance state for human trafficking, and we look forward to following this bill as it moves through the legislative process," Bondi spokeswoman Jenn Meale said in a statement.

The bill also would ban parlors from advertising sexual acts and would require parlor owners to have government IDs.

Kerner said the parlors operate "on the periphery of society" but have proliferated in areas like his district in South Florida.

"When you drive through the district, you'll see neon signs, you'll see tinted out windows, you'll see massage parlors operating at all hours of the night," he said.



city commission public hearing

item type	Public Hearing	meeting date	May 13, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Ordinance to Revise the Definitions for Restaurants Permitted along Park Avenue and New England Avenue within the C-2 zoning district.

On November 26, 2012 the City Commission tabled the Ordinance that involved amending the C-2 commercial zoning rules along Park Avenue for the one block south of Comstock Avenue.

Part of that Ordinance was a definition change to tighten up the Code for what constitutes a fine dining restaurant as a permitted use along Park Avenue and New England Avenue in C-2 zoning. Staff feels that this definition change alone needs action by the City Commission so that staff can better regulate new restaurant development in the downtown core.

P&Z Board Recommendation:

On November 6, 2012, Motion was made by Mr. Johnston, seconded by Mr. Gottfried to approve the proposed ordinance as presented in the staff report to revise the definitions for restaurants. Mrs. Whiting noted the approval is only for restaurants not salons. Motion carried unanimously with a 7-0 vote.

Summary:

The City's C-2 zoning code, in effect along Park Avenue and New England Avenue, makes "fine dining" restaurants a permitted use. Other restaurants (not meeting that definition) are conditional uses which require the provision of parking in order to create a new restaurant location. In effect, "fine dining" restaurants are given a 'free pass' or parking variance if they meet that definition. The intent was to allow, as has occurred, for new restaurants such as Luma, Prato, Paris Bistro, Cucina 214 and Nelore Steakhouse to start up on Park Avenue without having to provide parking.

Unfortunately the only differentiator for "fine dining" versus other restaurants is table service versus counter service. Burger King or McDonald's could come to Park Avenue if they offered table service.

The proposed definition change tightens the rules to accomplish the original intent as well as clarify what is meant by table service. Not the option for table service to be available but the requirement for it in all instances. The proposed definition change is also patterned after Worth Avenue in Palm Beach that prohibits "formula restaurants" with more than three locations in the nation, which in our case will be more than three in the Orlando Metro area.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, TO AMEND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SECTION 58-75 "COMMERCIAL (C-2) DISTRICT", TO REVISE THE PERMITTED USES ALONG PARK AVENUE, SOUTH OF COMSTOCK AVENUE AND AMENDING SECTION 58-95 "DEFINITIONS" TO PROVIDE DEFINITIONS FOR FAST CASUAL AND FINE DINING RESTAURANTS, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of revised definitions for this fine dining and other types of restaurants within the C-2 zoning code at its November 6, 2012 meeting; and

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" is hereby amended and modified by amending Section 58-95 "Definitions", by revising the definition for "fine dining restaurant" to read as follows:

Sec. 58-95. Definitions.

Fine dining restaurant means any establishment which is devoted to the retailing and on-premise consumption of meals and food where more than fifty (50%) percent of the gross revenue is derived from food sales versus sales of alcoholic beverages and where food service is provided via table service by waiters/waitresses and where the menu shall consist of fine dining cuisine with a range of appetizers, entrees and desserts. Fine dining restaurants shall not include establishments where ordering or payment is done at a counter/cashier and then brought to the table or customer by restaurant staff or any type of fast food business. Fine dining restaurants may provide for ordering and payment at a counter/cashier only and exclusively to accommodate take-out orders but if such food or meals is intended for on-site consumption then such food or meals orders, service and payment must be done for customers at their tables by waiter/waitresses and full table service by waiter/waitresses must be available at all times. Fine Dining does not include any restaurant with a fast casual operational format or any formula restaurant of name or brand or franchise with more than three (3) locations in the greater Orlando metropolitan area or whose most common business model for their restaurants includes a majority of locations with drive-thru or predominately take-out food service, unless approved by the City Commission as providing an economic enhancement to the city's central business district or hannibal square commercial district.

SECTION 21. That Chapter 58 "Land Development Code", Article III "Zoning" is hereby amended and modified by amending Section 58-75 "Commercial (C-2) District", subsection (b) (6) to read as follows:

Sec. 58-75. Commercial (C-2) District.

(h) *Restaurants.* The following standards and criteria shall apply:

(4) In the review of these conditional uses, there are determined to be certain types of businesses where conditional use approval is not required. These include ~~One type is the~~ ice cream, frozen yogurt, Italian ice, cookie, coffee shop, tea room, bakery or other business selling solely coffee, teas, bakery goods, dessert items and other accompanying beverages. These businesses have been determined not to be destination oriented, such that they generate parking demand in the downtown during the peak lunch period. These such businesses may also sell a limited menu of breakfast and lunch items provided that the sale of such breakfast and lunch items are ancillary to the primary functions of the business type outlined above and that such items do not account for more than twenty-five (25%) percent of the revenue for such business.

SECTION 3. SEVERABILITY AND CONFLICTS. 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. 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 immediately upon its final passage and adoption.

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

Mayor

ATTEST:

City Clerk

Existing C-2 code

Sec. 58-75. Commercial (C-2) District.

(a) Purpose and intent.

(1) This commercial zoning district is limited to the commercial portion of the geographic downtown area known as the Central Business District and the similar commercial area of the city within the Hannibal Square Neighborhood Commercial District (HSNCD) of the City's Community Redevelopment Area (CRA). As detailed in the Comprehensive Plan, Commercial (C-2) district zoning is not permitted on any property except if it is within the Central Business District "potential C-2 zoning" area depicted in the CBD Map (D-2) in the definitions section, generally described as west of Knowles Avenue, south of Swoope Avenue, north of Comstock Avenue and east of and including the New York Avenue Corridor or it is on properties abutting Morse Blvd between Capen and Virginia Avenues, abutting New England Avenue between Pennsylvania and New York Avenues, abutting Pennsylvania Avenue between Garfield and Lyman Avenues, or abutting Hannibal Square, East. No applications for C-2 zoning shall be accepted for any property outside these designated areas. Moreover, even properties within these designated areas shall have no vested right to C-2 zoning. This district has different requirements than other commercial areas especially pertaining to setbacks, parking requirements, height limitations and permitted land uses. This district is established to encourage the continuation of the present unique Park Avenue business district of the city and to provide for its use within certain other defined geographical areas as specified in the Comprehensive Plan.

(2) The regulations outlined in this district encourage the continuation of the present aesthetically pleasing central business district, provide areas for the concentration of compatible land uses, and provide for appropriate commercial, restaurant and residential uses which will strengthen the city's economic base.

(3) For purposes of this section, the Park Avenue Corridor is that area which encompasses those properties having frontage on Park Avenue or having frontage on the intersecting streets within 140 feet of Park Avenue.

→ *(b) Permitted uses.* All permitted uses shall be conducted so as to emphasize the pedestrian orientation of the district. Thus, drive-in type businesses or uses which have a drive-in component as part of their operation shall not be permitted except to a limited degree in the area on Morse Boulevard, west of Virginia Avenue and confined to non-retail use. All uses permitted shall be conducted exclusively within a building except those uses permitted which are customarily conducted in the open such as off-street parking and out-door patio seating for dining. Storage shall be limited to accessory storage of commodities sold at retail on the premises and storage shall be within a completely enclosed building. Bars, taverns and cocktail lounges are prohibited in this zoning district.

(1) Retail businesses involved in the sale of merchandise on the premises within enclosed buildings but excluding resale establishments or pawn shops (other than clothing resale stores). Liquor stores, provided the store is more than 300 feet from residentially used properties.

(2) Personal services limited to hotels, and shoe/watch repair businesses; but excluding places of amusement such as game rooms, video or internet arcades, tattoo, body art or fortune telling businesses and the like.

(3) Bank, savings and loans, financial institutions, travel agencies, photographic studios, interior design studios, barber shops, beauty/nail salons, spas, state licensed massage therapists, cosmetic treatments businesses, governmental, educational, medical, real estate and other offices but only when such uses are located above the ground floor within the Park Avenue Corridor or located on any floor outside the Park Avenue Corridor. This shall be referred to as the Park Avenue corridor vertical zoning restrictions.

(4) Residences located on any floor outside of the Park Avenue Corridor or above the ground floor within the Park Avenue Corridor.

(5) Public and semi-private facilities such as museums, lodges, libraries and the like.

(6) Fine dining restaurants, as well as ice cream, tea, coffee, cheese, pastry and bakery stores with retail sales and consumption of food and beverage products on premises.

(7) Churches, non-profit organizations' halls/lodges and schools less than 5,000 square feet in size. (See parking requirements for limitations).

→ (c) *Conditional uses.* The following uses may be permitted as conditional uses following review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this C-2 district section only. See Sec. 58-90 Conditional Uses.

(1) Restaurants, with the exception of fine dining restaurants, ice cream, tea, coffee, cheese, pastry and bakery shops, with retail sales and consumption on premises;

(2) Churches, non-profit organizations' halls/lodges, and schools 5,000 square feet or larger in size. (See parking requirements for limitations).

(3) Buildings with a third floor and up to forty (40) feet in height, which requires the affirmative votes of four (4) city commissioners to be approved as a conditional use;

(4) Retail stores in excess of 6,000 square feet per floor;

(5) Drive-in business components limited to the locations to properties on Morse Boulevard, west of Virginia Avenue and limited to non-retail use.

(6) Buildings over 10,000 square feet, any addition over 250 square feet to an existing building over 10,000 square feet or additions to existing buildings that result in a building over 10,000 square feet in size.

(d) *Minimum building lot size.* There shall be no minimum lot size in this district.

(e) *Development standards.*

(1) On all streets, buildings and structures shall be built to a zero foot building setback from the property line or such front setback as is established by the average front setback of the existing buildings on that block of street frontage, whichever is greater. However, canopies may extend over the sidewalks provided a clearance of nine feet zero inches is maintained from the sidewalk to the bottom portion of the canopy.



city commission public hearing

item type	Public Hearing	meeting date	May 13, 2013
prepared by department division	Cindy Bonham City Clerk	approved by	<div><input checked="" type="checkbox"/> City Manager</div> <div><input type="checkbox"/> City Attorney</div> <div><input type="checkbox"/> N A</div>
board approval	<div><input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A</div>		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. The redline ordinance reflects the changes made from the April 8, 2013 meeting regarding the qualification deadline and qualification period. It also addresses the written notice of candidacy as required in our City Charter (Section 3 (d)).

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 immediately preceding ~~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 that period that is between noon of the business day that is five (5) business days immediately preceding the Qualification Deadline and the Qualification Deadline. In each year of an election, the City Clerk shall determine the Qualification Deadline and will begin the Qualification Period such that candidates shall have five (5) business days, beginning at noon on the first business day of the Qualification Period, in which to qualify. ~~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~~ 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, endeavor to 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 facial and obvious 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, or of defects that are not facial and obvious. 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.
- (d) The timely filing by or on behalf of a candidate of the Qualification Documents shall constitute written notice of candidacy as required by Section 3.02 of the Charter of the City of Winter Park.

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



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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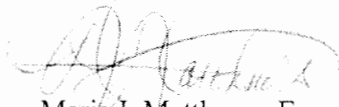


requirements in section 99.061 governs your municipal candidate qualifying.¹ Unless the municipal candidate files an oath of undue burden regarding the payment of the election assessment, the Election Code requires each candidate to pay at the time of qualifying a municipal election assessment equal 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).