



city commission agenda

Regular Meeting Commission Chamber

September 23, 2013
3:30 p.m.
Commission Chambers

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

welcome

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

meeting procedures

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

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

1	Meeting Called to Order	
2	Invocation Pastor Samuel Dade Jr. Patmos Chapel Seventh Day Adventist Church Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report a. 2013 Third Quarter Business Recognition Award – Millers Hardware b. Universal Public Procurement Certification Council (UPPCC) Agency Certification Award 2013 – Purchasing Division	20 minutes
5	City Manager's Report	Projected Time
6	City Attorney's Report	Projected Time
7	Non-Action Items	Projected Time

8 Citizen Comments | 5 p.m. or soon thereafter
(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)

9 Consent Agenda

Projected Time

- a. Approve the minutes of 8/26/13 and 9/9/13.
- b. Approve the following purchases and contracts:
 - 1. Blanket Purchase Order to Heart Utilities of Jacksonville for underground electric utility projects; \$350,000.00.
 - 2. PR153275 to Traffic Control Devices, Inc. for Traffic and Pedestrian signal maintenance/improvement at New England/Interlachen intersection. (CC approved project on November 12, 2012); \$106,655.07.
 - 3. Blanket Purchase Order increase for Seminole Electric Cooperative; \$1,300,000.00.
 - 4. Renewal of commercial insurance package with Brown & Brown for the period 10/1/2013-10/1/2014; authorize the Mayor to execute the renewal document and approve subsequent purchase order; \$658,387.
 - 5. Change Order No. 1 to Wal-Rose, Inc. for additional water and sewer infrastructure constructed in conjunction with roadway improvements required by Orange County as part of the Ravaudage Phase 1 developments; \$88,739.92.
 - 6. Authorize the Mayor to execute the participation agreement (piggyback contract) with Bank of America Merchant Services, LLC to obtain state contract pricing for bank fees.
- c. Approve the Right-of-Way Use Agreement with Orange County for the future maintenance of the faux brick thermoplastic pedestrian crosswalks on Jackson Avenue and Harold Avenue at the intersection of Fairbanks Avenue.
- d. Approve the contractual grant agreements with Mead Botanical Gardens Inc. and the Winter Park Historical Association, Inc. for FY 2014.

5 minutes

10 Action Items Requiring Discussion

Projected Time

11 Public Hearings

Projected Time

- a. **Ordinance** – Allowing the City Manager to make special exception for dogs to be in Central Park and other prohibited park areas for specific events (2)
- b. Request of the Winter Park Racquet Club:
 - Amending their conditional use approval for the existing facilities and operations to add a new tennis court and to re-arrange their parking and driveways on their property at 2111 Via Tuscany, zoned (PR) Parks and Recreation.

20 minutes

20 minutes

- | | |
|--|------------|
| c. <u>Request of the Albin Polasek Museum:</u>
- Approval to relocate the Capen House now at 520 Interlachen Avenue to the Polasek Museum at 633 Osceola Avenue and to amend the existing development agreement to revise the number of weddings, receptions and other events that may be held on the Polasek Museum Property, zoned PQP. | 30 minutes |
| d. Ordinance – Amending Section 34-30, Title and Ownership of Lots and Spaces in the City Cemeteries, to clarify the ownership interest that may be conferred and to add a provision for the City to regain ownership of abandoned rights to be buried within a municipal cemetery (1) | 15 minutes |
| e. Adoption of the Fee Schedule effective October 1, 2013. | 15 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

13 Budget Public Hearings (Must be held after 5:00 p.m.)

- a. **Ordinance** - Adopting the millage rate (2)
- b. **Ordinance** - Adopting the FY 2014 annual budget (2)

Projected Time

30 minutes total

appeals & assistance

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

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



city commission agenda item

item type	Mayor's Report	meeting date	September 23, 2013
prepared by department division	Dori Stone, ED/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

subject

3rd Quarter 2013 Business Recognition Award

background

Millers Hardware has been a staple in the Winter Park community since 1945 and is the oldest business in the downtown district under the same family control. They have grown from 9,000 square feet to over 12,000 square feet since then.

Millers Hardware was the largest seller of the PINK OUT! Campaign flamingos and are also active in the community. They have been consistent in their sustainability efforts by collecting and recycling all cardboard received, as well as recycling propane tanks, batteries, and other scrap metals.

We are happy to call Millers Hardware one Winter Park's Finest and reward all of their efforts and success by recognizing them as our 3rd Quarter 2013 Business Recognition Program Award recipients.

alternatives | other considerations

N/A



city commission **city manager's report**

item type

City Manager's Report

meeting date

September 23, 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	Permit received. Developing construction schedule and bidding tree acquisition.	September 2013
Fairbanks Improvement Project	<p>Duke Energy continuing to study transmission/distribution lines between I-4 and 17-92. FDOT has approved funding for PEF project engineering. PEF and FDOT have executed the engineering agreement. Engineering is scheduled for completion Spring 2014.</p> <p><u>Communication Notices</u></p> <ul style="list-style-type: none"> • Jackson lift station is largely complete. • Pavement striping this week. • Working with future customers regarding connection to gravity sewer. 	<p><u>Construction Project</u> On schedule- to be complete by the end of September.</p>
Organizational Support	Will be discussed along with proposed FY14 budget and adoption process.	September 2013
Amtrak/SunRail Station	Roof trusses and decking being constructed. West parking lot improvements completed. Constructing underground utilities.	Building complete December 2013 SunRail complete May 2014
Quiet Zones	FDOT consultant still reviewing concept plans. Field meeting held July 23-24.	Ongoing coordination with MetroPlan and FDOT.
Wholesale Power Supply	Power supply portfolio approved by Commission 6/24. Contract negotiations with 2 remaining suppliers are underway.	October 2013
Territory Negotiations	Ongoing discussions with Progress Energy/Duke	September/October 2013
New Hope Baptist Church Project	A new project manager has taken over the work and is progressing with skirting and entry ramp placement. The Pastor's daughter is handling the DCF licensing with the State as a faith based facility.	Fall of 2013 (per Pastor)

Martin Luther King, Jr. Park	Pond expansion started on July 8 and will take four weeks to complete. Excavation completed. Grading and boardwalk bridge will begin 8-7-13.	Completed. Working punch list.
Strategic Planning Session	The strategic planning meeting will be held at the Winter Park Community Center on September 6 from 9 a.m. to 2 p.m.	Completed.

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

REGULAR MEETING OF THE CITY COMMISSION

August 26, 2013

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:31 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Fire Chief Jim White, 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
Deputy City Clerk Michelle Bernstein

Approval of the agenda

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

Budget Comments

Joe Terranova, 151 N. Virginia Avenue, addressed public parking being an important issue and agreed that we should increase the funding for the removal and trimming of hazardous trees.

Mayor's Report

- a. Presentation– Winter Park Chamber of Commerce's Lifetime Achievement Award

Winter Park Chamber of Commerce Vice President Debra Hendrickson presented the Lifetime Achievement Award to Wanda Salerno for establishing the Scenic Boat Tour business and for her marketing efforts to bring tourists/visitors to Winter Park.

City Manager's Report

Scheduling of Comprehensive Plan Work Session

After an inquiry made by City Manager Knight, a work session was scheduled at 2:00 p.m. on September 9 to discuss the Comprehensive Plan report.

Capen House Update

City Manager Knight addressed his understanding that they have raised enough money to qualify for the matching of funds from the Galloway Foundation. They are looking to host another fundraising event on September 14 and asked to use Central Park. He asked for permission to waive the event fee to help with the cause whereby the Commission agreed to waive the fee.

Strategic Planning

City Manager Knight announced the Commission's selection of the following top five agenda topics for the upcoming strategic planning meeting: 1. Undergrounding; 2. City Bus/Circulator System; 3. Downtown Parking; 4. Gateway Corridors; and 5. Trees. Following a brief discussion regarding other topics of interest, the Commission agreed to focus on these five topics. City Manager Knight noted that the agenda and backup information will be sent to them prior to the meeting.

Video Broadcasting Update

City Manager Knight stated that the Request for Proposal (RFP-29-2013) was issued on August 16 with a submission deadline of September 11. Following receipt and review of the proposals this topic will then be placed on the agenda for discussion.

Miscellaneous Items

1. Per the request of Mayor Bradley, Electric Utility Director Jerry Warren provided an update regarding the electrical distribution and transmission lines on Fairbanks Avenue.
2. Commissioner Sprinkel thanked staff for removing several wayfinding signs that were no longer needed but stated that we still have too many signs. She also commented on the New Hope Baptist Church project and that it has been almost a year and the trailers are still unoccupied. She believed that the current approval process failed since they now have two trailers in a community that does not permit trailers.
3. Per the request of Commissioner Leary, Planning Director Jeff Briggs provided an update on the tree removal and replacement process for the project located at 940 West Canton Avenue.
4. Commissioner Leary mentioned an old historic house for sale at 218 S. Pennsylvania Avenue that according to the property appraiser dates back to 1902. He recommended that the homeowner be approached for historic preservation and asked staff or City Manager Knight to look into this. The request was acknowledged.

City Attorney's Report – No items.

Non-Action Item – No items.

Public comments (5:00 p.m.) – No public comments were made.

Consent Agenda

- a. Approve the minutes of 8/12/13.

- b. Approve the purchase order for Technical Solutions to perform work for CIP project - Alum Station upgrades under approved Stormwater CIP using Stormwater Utility Funds; \$137,213.
- c. Approve the budget adjustment to fund payments to Waste Pro and ADPI (third party billing agent for ambulance transport services) through the remainder of the current fiscal year.
- d. Approve the annual review of the City's Debt Management Policy.
- e. Approve the expenditure of \$149,700 of Federal Forfeiture Funds for the purchase and installation of the AeroClave Hydra System and two portable units.

Motion made by Commissioner McMacken to approve the Consent Agenda; seconded by Mayor Bradley and approved unanimously with a 5-0 vote.

Action Items Requiring Discussion

a. Budget Discussion

City Manager Knight said he received several budget recommendations from each Commissioner. A summary spreadsheet including staff comments on the operational impact was prepared and included in the agenda packet for discussion. He requested that any changes be approved during today's meeting so those items can be incorporated into the budget ordinance to be adopted in September.

The Commission brought up the 10 year proforma and discussed whether they should increase the percentage contributed to reserves each year and if money should be taken from planned contributions to this fiscal year's reserves and instead use it to augment the hazardous tree removal and trimming budget. The Commission also discussed bonding and debt service coverage and discretionary capital in the electrical services fund.

City Manager Knight advised that we received revised projections from the State on sales tax revenues. The new projections are about \$80,000 higher than what was included in the proposed budget, so an additional \$80,000 is available for appropriation.

Motion made by Commissioner McMacken that we move \$250,000 out of the proposed contribution to our Contingency Fund for the removal of Class 1 trees; seconded by Commissioner Sprinkel.

Mayor Bradley stated that he will be voting against this since he does not want to approve a budget with no contingency. A brief discussion transpired regarding existing monies in the tree replacement fund, the need to trim the existing trees to avoid potential lawsuits/liability and the need to keep funding our Contingency Fund every year. Commissioner McMacken explained his intent is to put \$250,000 towards reserves and the other \$250,000 towards contingency.

Motion amended by Mayor Bradley that additional money will not come from the City reserves but will come from the total City budget as a reduction; seconded by Commissioner Cooper.

Motion amended by Commissioner Cooper that the funding for trees be allocated to both Category 1 tree removal and Category 1 tree pruning where it is most in line with safety hazards first; seconded by Mayor Bradley.

Commissioner Sprinkel felt that it is imperative that we start to put money away for the SunRail quiet zones. Commissioner Cooper felt that the electric undergrounding should get the priority funding that it deserves. She also spoke about the increase in yearly costs for post-employment insurance benefits and subsidies and that we need to keep an eye on this. City Manager Knight said this is one of those unfunded mandates on local government and from a legislative standpoint could be fixed with a stroke of a pen. He said we will continue to lobby the State to take away that mandate.

No public comments were made.

Upon a roll call vote on the first amendment (that we move \$250,000 out of the proposed contribution to our contingency fund for the removal of class 1 trees), Mayor Bradley and Commissioner Cooper voted yes. Commissioners Leary, Sprinkel and McMacken voted no. The motion failed with a 3-2 vote.

Upon a roll call vote on the second amendment (that the funding for trees be allocated to both Category 1 tree removal and Category 1 tree pruning where it is most in line with safety hazards first); Mayor Bradley and Commissioners Leary, Sprinkel and Cooper voted yes. Commissioner McMacken voted no. The motion carried with a 4-1 vote.

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

Public Hearings:

a. Police and Fire Pension ordinances

ORDINANCE NO. 2934-13: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 74, PERSONNEL, ARTICLE V, RETIREMENT AND PENSION PLANS, DIVISION 3, FIREFIGHTERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK; AMENDING SECTION 74-151, DEFINITIONS; AMENDING SECTION 74-154, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 74-165, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING

FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. Second Reading

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

ORDINANCE NO. 2935-13: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 74, PERSONNEL, ARTICLE V, RETIREMENT AND PENSION PLANS, DIVISION 4, POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK; AMENDING SECTION 74-201, DEFINITIONS; AMENDING SECTION 74-204, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 74-215, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. Second Reading

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

- b. RESOLUTION NO. 2128-13: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 940 OLD ENGLAND AVENUE, WINTER PARK, FLORIDA, AS A HISTORIC RESOURCE IN THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Brown read the resolution by title. **Motion made by Mayor Bradley to adopt the resolution; seconded by Commissioner Sprinkel.** No public comments were made. The Commission thanked both Richard and Sandra Womble for bringing this property forward since it is a significant contribution to our City. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

A recess was taken from 5:05 p.m. to 5:24 p.m.

- c. Request of the City of Winter Park:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III "ZONING", SECTION 58-95 "DEFINITIONS" OF THE CITY CODE TO REVISE THE DEFINITION OF FINE DINING RESTAURANT AND TO CREATE A DEFINITION OF FAST FOOD RESTAURANT; TO AMEND SECTION 58-75 "COMMERCIAL (C-2) DISTRICT" TO ALLOW CERTAIN CATEGORIES OF RESTAURANTS AS PERMITTED USES IN THE PARK AVENUE CORRIDOR; TO AMEND SECTION 58-75 "COMMERCIAL (C-2) DISTRICT" TO PROVIDE THAT CERTAIN CATEGORIES OF RESTAURANTS ARE PROHIBITED NON-CONFORMING USES IN THE COMMERCIAL (C-2) DISTRICT; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS;
PROVIDING FOR AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Planning Director Jeff Briggs explained that the proposed ordinance revises the current rules for restaurants in the Park Avenue area. He said the current proposal has been developed as a 'bottom-up' approach by the downtown property owners and merchants in concert with the Park Avenue Area Association and the Winter Park Chamber. He thanked Patrick Chapin, Frank Hamner, Lambrine Macejewski and Daniel Butts for their hard work and assistance in developing the proposed ordinance and in achieving the much needed consensus on how to proceed with the merchants and property owners. Mr. Briggs noted that the Planning & Zoning Board voted 4-0 in favor of the proposed ordinance, subject to the City Attorney revision to the section regarding City review of menu changes.

Mr. Briggs explained that the proposed ordinance makes four changes to the C-2 zoning rules for restaurants and other food service type establishments as follows:

1. It provides a new, improved definition of "fine dining restaurant". It makes it clear to the owners and operators of existing fine dining restaurants and to any new proposed fine dining restaurateurs what they are expected to do (operationally) and will be easier for the City staff to enforce.
2. It provides a new definition of "fast food restaurants" and makes it clear that they are prohibited, non-conforming uses.
3. It provides a new definition for "coffee shops, bakeries and dessert restaurants" which provides a solution for staff addressing the menu creep that we have experienced with these establishments that are primarily coffee shops, bakeries or ice cream/dessert places but also which sell some ancillary food for breakfast/lunch.
4. It provides within the Park Avenue corridor a new definition and a new permitted use for "non-fine dining restaurants" otherwise sometimes referred to as 'fast casual' restaurants. These are not currently permitted unless by conditional use approval based on adequacy of parking. The proposal now is that subject to the defined limitations, new "non-fine dining restaurants" may be established as permitted uses within the Park Avenue corridor. The limitations are no more than 20% of any block storefronts and no more than 15% of total storefronts within the Park Avenue corridor may become "non-fine dining restaurants".

Frank Hamner, 405 Balmour Road, provided the attached PowerPoint presentation and addressed the overall intent, goals for the revisions, overview, current guidance, new definitions and an example of the revised business application.

Mr. Briggs addressed the question pertaining to the existing boundary limits and clarified it would be Park Avenue from Swoope to Fairbanks and 140 feet down the

side streets which takes you to the Center Street alley. Mr. Hamner commented that the Park Avenue Corridor is clearly defined in the code.

Commissioner Cooper noticed that the definition of non-fine dining is not in the ordinance and felt that it should be included. Attorney Brown said it is adequately covered in Section 58-75 but agreed that it makes sense to include it.

Commissioner Cooper referenced page 5 of the proposed ordinance and raised concern with the language as it relates to the total percentage number of non-fine dining restaurants not to exceed 20% of the available first floor storefronts of either side of any city block in the Park Avenue corridor, nor 15% of the total number of businesses in the Park Avenue corridor. She preferred to have these two limits mirror each other in some fashion.

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

Motion amended by Commissioner Cooper to accept the ordinance as presented with one change, that the 15% of the Park Avenue corridor be changed to 10% of the Park Avenue corridor. Motion failed for lack of a second.

Patrick Chapin, President, Chamber of Commerce, provided a brief overview and thanked everyone involved for their input with crafting this ordinance.

Commissioner Leary addressed the dissatisfaction of people with some of the newly installed storefront signs and that this may be an opportunity to get another team together to look at the sign ordinance and provide feedback. Mayor Bradley felt that currently it is not a problem but that it can certainly be looked at.

Attorney Brown referenced Section 58-95, Definitions, Fine Dining Restaurant, Item #5. He said it currently reads "The menu shall consist of fine dining cuisine with a range of appetizers, entrees and desserts along with appropriate selections of wines or alcoholic beverages or both." He felt that is a policy issue and asked for direction/feedback. Patrick Chapin said this item was raised by the Planning & Zoning Board and following discussion they agreed that it was not their intent and that this language needs to be changed.

Motion amended by Mayor Bradley to amend the language to say that alcohol is available but it is not mandatory; seconded by Commissioner Sprinkel. Attorney Brown said he understands the change and that it is an easy fix.

Joe Terranova, 151 N. Virginia Avenue, said this was a grassroots effort and thanked everyone for their input. He urged the Commission to approve it.

John Dowd, 427 N. Phelps Avenue, said he thoroughly approves the work that has been done to this ordinance and that it is very clear and understandable now.

Upon a roll call vote on the amendment (to amend the language to say that alcohol is available but it is not mandatory), Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 5-0 vote.

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

City Commission Reports:

a. Commissioner Leary

Commissioner Leary congratulated Patrick Chapin for completing the Iron Man competition in Louisville, Kentucky this week.

Commissioner Leary said he had the pleasure of speaking at the Rollins College matriculation ceremony this past week and that it is a great opportunity to welcome the 500 new students to the community.

b. Commissioner Sprinkel

Commissioner Sprinkel said she participated in the Education Summit Breakfast last week and that it was a great event. She announced that she has a speaking engagement at the Mayflower Retirement home tomorrow.

c. Commissioner Cooper

Commissioner Cooper stated that she attended the Florida League of Cities event last week. She said Commissioner Sprinkel also attended and addressed our Women in Municipal Government regarding new education initiatives. Commissioner Cooper noted that as the delegator at the conference, she voted for the tax exempt status for municipal bonds compelling internet businesses to collect sales tax and maintaining the Community Development Block Grant Program.

d. Commissioner McMacken – No items.

e. Mayor Bradley

Mayor Bradley welcomed the Rollins College students and their parents to the community.

The meeting adjourned at 6:24 p.m.

ATTEST:

Mayor Kenneth W. Bradley

City Clerk Cynthia S. Bonham

REGULAR MEETING OF THE CITY COMMISSION
September 9, 2013

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:37 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Pastor John Crawl, Calvary Assembly of God, 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 – No items.

City Manager's Report

Capen House Update

City Manager Randy Knight explained that he received a letter dated September 6, 2013 from Debbie Komanski with the Polasek Museum. The letter explains that in order for them to meet the October 1 deadline they are requesting a special Planning & Zoning Board meeting for September 23 at noon. This issue will then be brought to the City Commission for consideration regarding the approval for moving the house and to amend the existing City Development Agreement dated November 28, 2000. The Polasek Museum has already mailed a letter to all property owners living within 500 feet of the museum. The City has already placed the legal notice in the newspaper and proper notices will be sent out to the local residents advising them of this special meeting.

Mayor Bradley inquired as to why this is now an emergency and felt that we should not rush the process. Kip Marchman, representing the Polasek Museum, explained that the Polasek Museum and the Capen Preservation Group is on a very strict timeline as dictated by the current property owners. Not only do they have to meet the fundraising goals they also have to secure the services of over a dozen subcontractors by October 1 so they can save the Capen house and move it off of the 520 Interlachen Avenue location no later than the December 31, 2013 deadline set by Mr. and Mrs. Pokorny.

City Manager Knight and CRA Manager Dori Stone addressed Mayor Bradley's inquiry regarding the overall approval process, what will be included in the agenda packet and how the item will be worded on the upcoming agenda.

Ms. Komanski advised that their organization sent out the proper notices to the surrounding property owners. She spoke briefly about the proposed changes to the development agreement and that they are asking to amend their operational agreement that is very similar to what Casa Feliz has. They will observe the same hours, parking restrictions and noise restrictions. Following a brief discussion, a majority of the Commission approved this request.

Miscellaneous Items

1. Commissioner Leary asked for a status regarding the old historic house for sale at 218 S. Pennsylvania Avenue. City Manager Knight said the homeowner has been contacted many times over the years to voluntarily be part of our historic preservation; however, they keep declining for some unknown reason. Commissioner Leary said he thinks it is important as we move forward to find out why people are turning it down because if there are legitimate reasons he would like the Commission to hear them.

2. Commissioner Sprinkel asked if we can speed up the process regarding the brick installation on Interlachen Avenue and New England Avenue and to fix the timing of the traffic light at that intersection to alleviate the build-up of traffic. City Manager Knight provided a brief update on the construction schedule. Public Works Director Troy Attaway acknowledged the request to fix the traffic light timing.

3. Commissioner McMacken said the retention pond expansion at the Martin Luther King Jr. Park looks great.

City Attorney's Report

Per the request of City Attorney Larry Brown, an Executive Session meeting was scheduled for 2:30 p.m. on September 23 to discuss the Max Media billboard litigation.

Attorney Brown mentioned that last week he sent out information regarding newly enacted Senate Bill 50 allowing for citizen comment and that he is currently working with staff to present a resolution at the next meeting for adoption. In the interim Attorney Brown stated he would provide a memo to each Commissioner and once Mr. Knight and he is satisfied with the form of the resolution they will distribute it in draft for comments. He stated that since the law is in effect right now he recommended allowing for public comment on today's Consent Agenda prior to adoption so that we are fully compliant with the law. Mayor Bradley suggested that this item be listed on the next agenda under the City Attorney's Report for input as a non-action item and then at the next meeting they can discuss it as a resolution.

Non-Action Item

a. Financial Report – July 2013

Finance Director Wes Hamil provided the financial report. Attorney Brown addressed the concern related to the increase in attorney fees which are related to on-going litigation matters and union negotiations.

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

Consent Agenda

- a. Approve the following formal solicitation:
 - 1. Award and subsequent Purchase Order to Moore, Stephens, Lovelace for RFP-26-2013, External Audit Services, and authorize the Mayor to execute the contract; \$57,800
- b. Authorize the Mayor to execute the Settlement Agreement and Mutual Release with Duke Energy Florida.
- c. Approve the Motorola Solutions Services Agreement (Radio Maintenance, Network Security and Monitoring) expenditure of \$41,846.28 from State Forfeiture Funds in compliance with Florida State Statute 932.7055(5)(1).

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

Action Items Requiring Discussion – No items.

Public Hearings:

a. Request of the City of Winter Park:

ORDINANCE NO. 2936-13: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III "ZONING", SECTION 58-95 "DEFINITIONS" OF THE CITY CODE TO REVISE THE DEFINITION OF FINE DINING RESTAURANT AND TO CREATE A DEFINITION OF FAST FOOD RESTAURANT; TO AMEND SECTION 58-75 "COMMERCIAL (C-2) DISTRICT" TO ALLOW CERTAIN CATEGORIES OF RESTAURANTS AS PERMITTED USES IN THE PARK AVENUE CORRIDOR; TO AMEND SECTION 58-75 "COMMERCIAL (C-2) DISTRICT" TO PROVIDE THAT CERTAIN CATEGORIES OF RESTAURANTS ARE PROHIBITED NON-CONFORMING USES IN THE COMMERCIAL (C-2) DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. **Motion made by Commissioner Cooper to adopt the ordinance with the addition of the definition of Non-Fine Dining into the definition's section; seconded by Commissioner Leary.** Planning Director Jeff Briggs answered questions relative to the Park Avenue Corridor definition and the area that it encompasses. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 18-45 OF THE CODE OF ORDINANCES, TO ALLOW THE CITY MANAGER TO MAKE SPECIAL EXCEPTION FOR DOGS TO BE IN CENTRAL PARK AND OTHER PROHIBITED PARK AREAS FOR SPECIFIC EVENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

City Manager Knight explained that a Park Avenue merchant is requesting to use Central Park for a special dog event. Because the current ordinance prohibits dogs from Central Park and other specific areas within other City parks, they could either modify Ordinance No. 1845 or adopt the proposed new ordinance. He provided a brief summary regarding the current City ordinance and how the proposed ordinance differs. The Parks and Recreation Advisory Board recommended adoption of the newly proposed ordinance.

Commissioner McMacken said he participated in the setup for the Autumn Arts Festival and they applied for a special permit to sell alcohol which requires them to delineate the area just for that. He asked if similar delineation verbiage will be included in this ordinance. Attorney Brown said this is referenced in the ordinance.

A brief discussion transpired regarding the approval process for special event permits and if the regulations vary depending on the event. Parks and Recreation Director John Holland provided clarity and explained that all major park events have to go through the Parks and Recreation Board for approval.

Commissioner Sprinkel said at the moment she does not support the proposed ordinance unless more restrictions are added and to possibly limit the events to two per year.

Attorney Brown provided legal counsel regarding the verbiage in the ordinance which addresses the rules and regulations in which the applicant is required to abide by. Commissioner Cooper asked if the verbiage in the proposed ordinance gives the City Manager the discretion to approve or disapprove the request. Attorney Brown said it did.

Commissioner Cooper felt that the seven acres in Central Park should be designated for public recreational activity and for those who want to sit on the grass and enjoy the free concerts or movies. She stated that she will not be supporting this.

Commissioner Leary showed support but wanted to make sure we have a follow up system in place to ensure that the park is in pristine condition once the event is over.

Commissioner McMacken said he would be more supportive if they identified the two events in the ordinance. He also felt that we should require the applicant to rope off a certain portion of the park for a delineation area to help alleviate any concerns/issues that citizens have. He said he is willing to move it forward but if these two items are not addressed in the second reading then he will not be supporting it. Attorney Brown acknowledged these suggestions.

Motion made by Commissioner Leary to accept the ordinance on first reading; seconded by Mayor Bradley.

Motion amended by Commissioner Sprinkel to limit the events in the park to two in a designated area that has some kind of roped off section and to put a period of time on it; seconded by Commissioner Cooper.

The following spoke in opposition:

Donna Gropper, 300 Carolina Avenue
Mary Randall, 1000 South Kentucky Avenue
Linda Erikson, 535 North Interlachen
Bonnie Jackson, 3009 Temple Trail
Nancy Schwab, 501 Henkel Circle
Nancy Shutts, 2010 Brandywine Drive

The following spoke in favor:

Brian Wettstein, 329 North Park Avenue
Joe Terranova, 151 North Virginia Avenue

Commissioner McMacken asked why we are creating a new ordinance when the applicant Mr. Wettstein said this is a once a year event. He asked if maybe these types of events should come before the Commission for approval rather than issue a new ordinance. City Manager Knight said they could change the verbiage in the ordinance which allows the Commission to grant approval rather than the City Manager. Attorney Brown said if the Commission wants to limit it to one specific event they can amend Ordinance No. 1845. Commissioner Cooper asked if we would then have to amend an ordinance to allow the dog agility group to use Lake Island Park. Mr. Holland said the dog agility event occurs more than two times per year. Attorney Brown said he will coordinate with Mr. Holland to gain a better understanding to make sure this is addressed.

Motion made by Commissioner McMacken to table. Motion failed for lack of a second.

Commissioner McMacken sought clarity regarding Commissioner Sprinkel's amendment by asking if the two times a year limitation is for Central Park. Attorney Brown said he interpreted it as for all areas prohibited since we are amending a specific code provision. He reiterated by saying it is two times per year for all park areas where dogs or pets are currently prohibited. Commissioner McMacken said this would also take into account any of the dog agility events. Attorney Brown acknowledged.

Upon a roll call vote on the amendment (limit it to two events in the park in a designated area that has some kind of roped off section and to put a period of time on it); Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

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

Public comments (5:00 p.m.) – None.

A recess was taken from 5:09 p.m. to 5:31 p.m.

Budget Public Hearings

Mayor Bradley opened the public hearing and read into the record the following: "The millage rate needed for fiscal year 2014 to generate the same property tax revenue for the City as in 2013, based on the Property Appraiser's certification, is 4.0053 mills. The budget proposed by the staff with amendments generally agreed to by the City Commission requires a millage of 4.0923 mills. This proposed millage of 4.0923 mills would represent an increase in property taxes of 2.17% not counting new construction and the City's dedicated increment value payment to the Community Redevelopment Agency. In addition, a .1004 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2004 approved by the citizens of Winter Park at the June 4, 1996 bond referendum, and a .2092 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2011 approved by the citizens of Winter Park at the May 16, 2000 bond referendum."

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

- a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .1004 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2092 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011. First Reading

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

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2013; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY. First Reading

Motion made by Commissioner Leary to accept the budget ordinance on first reading; seconded by Commissioner Sprinkel.

Motion amended by Mayor Bradley to take \$300,000 out of the vehicle equipment acquisition fund and place that into Reserves; seconded by Commissioner Leary.

Upon request, City Manager Knight provided an explanation regarding the Vehicle Replacement Fund, why the amount varies from year to year and what the operational impact on the vehicles would be if the funds are reduced. He also explained that based upon the budget change from the last meeting \$250,000 is to be put into Reserves. The number of current light trucks was addressed and whether all of the vehicles are needed. Mr. Knight explained the necessity of the vehicles required to service the City and that the operations would not be impacted if some of the vehicle replacements were postponed until next year.

Commissioner Cooper addressed the need to begin working on a consensus of growth and vision for the City. **Motion amended by Commissioner Cooper to take \$50,000 from the \$300,000 (instead of the \$300,000 that \$250,000 would go into the Reserves and \$50,000 would go toward the visioning) and put it towards a visioning exercise however the economic development group decides we need to go out to contract for that; seconded by Mayor Bradley.**

Commissioner Sprinkel wanted to make sure that we still take money to invest in quiet zones if the City receives the \$1 million from the Federal Government.

City Manager Knight was requested to provide further information regarding the increase in Parks and Recreation budget, the current balance in the Tree Preservation Fund and the Parks Acquisition Fund and the reason for the increase in the Fire Department's budget. Mr. Knight will provide this before the next meeting.

Upon clarification of the amendment, **Mayor Bradley withdrew his second to Commissioner Cooper's motion.**

Motion amended by Commissioner Cooper that we take \$300,000 in total from the vehicles, we put \$250,000 into Reserves and we set aside \$50,000 of that for a community visioning process; seconded by Commissioner Leary. Commissioner Cooper clarified that she did not want an additional \$50,000 coming out of Reserves but want to allocate it differently. **Commissioner Cooper withdrew her amendment.**

Motion amended by Commissioner Cooper that we take \$50,000 and allocate it toward our community visioning process from the \$300,000 that came out of the vehicle fund. Mr. Knight clarified Commissioner Cooper's reasoning for the motion in that if the \$300,000 fails she does not want to still make her motion; only if the additional \$300,000 goes in. **Motion was seconded by Commissioner McMacken.**

No public comments were made on any of the motions made.

Upon a roll call vote on the amendment to take \$300,000 out of the vehicle equipment acquisition fund and place that into Reserves, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote that we take \$50,000 and allocate it toward our community visioning process from the \$300,000 that came out of the vehicle fund, Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote of the motion to accept the budget ordinance on first reading as amended with the changes as previously discussed and with the amendment, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

- a. Commissioner Leary – No report.
- b. Commissioner Sprinkel – No report.
- c. Commissioner Cooper

Commissioner Cooper stated the Orlando City Soccer Club won the USL Pro Championship on Saturday and the owners are Phil Rawlings and his wife who live in Winter Park with an office at the Gateway Center on Orange Avenue and 17-92.

Valencia College and the League of Women Voter's is hosting a film viewing and a panel discussion on why more women are not in political offices. She is attending.

Commissioner Cooper addressed the need to clean up the corridor as you come into and through Winter Park on commuter rail.

- d. Commissioner McMacken – No report.
- e. Mayor Bradley

Mayor Bradley asked to place as an action item on the October 14 agenda a discussion on the comprehensive plan next action steps per the analysis provided at today's work session. There was a consensus.

Mayor Bradley reminded everyone that this Wednesday is the anniversary of 911.

The meeting adjourned at 6:06 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham



city commission agenda item

item type	Consent Agenda	meeting date	September 23, 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.	Heart Utilities of Jacksonville	Blanket Purchase Order for Underground Electric Utility projects	Total expenditure for remaining FY13 budget. Amount: \$350,000.00	Commission approve Blanket Purchase Order to Heart Utilities of Jacksonville
The City commission approved award of IFB-1-2008 on January 14, 2008. This Blanket Purchase Order will expire September 30, 2013.				
2.	Traffic Control Devices, Inc.	PR153275 for Traffic and Pedestrian signal maintenance/improvement at New England/Interlachen intersection. CC approved project on November 12, 2012.	Total expenditure included in Alford Inn Street Improvement. Amount: \$106,655.07	Commission approve PR153275 to Traffic Control Devices, Inc.
3.	Seminole Electric Cooperative	Blanket Purchase Order for Bulk Power	Total expenditure for remaining FY13 budget. Amount: \$1,300,000.00	Commission approve Blanket Purchase Order Increase for Seminole Electric Cooperative based on sales.
The City commission approved the Blanket Purchase Order 148272 in September 2012				

Contracts

	vendor	item background	fiscal impact	motion recommendation
4.	Brown & Brown	Renew package policy for period 10/1/2013-10/1/2014. Coverage includes: General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices, Commercial Auto Liability and Physical Damage and Excess Workers' Compensation.	\$658,387 Is included in FY14 budget	Commission approval renewal of Commercial Insurance package with Brown & Brown, authorize the Mayor to execute the renewal document and approve subsequent purchase order.
Premium increase in market driven. Premium increase from last year is 2%.				
5.	Wal-Rose, Inc.	Change Order No. 1 for additional water and sewer infrastructure constructed in conjunction with roadway improvements required by Orange County as part of the Ravaudage Phase 1 Developments.	Total expenditure Amount: \$88,739.92	Commission approve Change Order No. 1 to Wal-Rose, Inc.
Change order will be funded with Water and Sewer Impact Fees.				

6. **Piggyback contracts**

vendor	item background	fiscal impact	motion recommendation
Bank of America	Bank of America Merchant Services, LLC was recently awarded a contract with the State of Florida to provide credit card processing services for the State. By executing the attached agreement, City of Winter Park can take advantage of the competitive bid process undertaken by the State and continue to receive State contract pricing.	Rates will be comparable to what the City is paying now under the previous State contract.	Authorize Mayor to execute participation agreement with Bank of America Merchant Services, LLC.

The City could seek competitive bids on its own but would not have the buying power advantage of the State.

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city commission agenda item

item type	Consent Agenda	meeting date	September 23, 2013
prepared by	David Zusi	approved by	<input checked="" type="checkbox"/> City Manager
department	Water & Wastewater Utility		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote

subject

Right-of-Way Use Agreement with Orange County for the future maintenance of the faux brick thermoplastic pedestrian crosswalks on Jackson Avenue and Harold Avenue at the intersection of Fairbanks Avenue.

motion | recommendation

Approval of right-of-way Use Agreement with Orange County

background

The Jackson Avenue and Harold Avenue at the Fairbanks Avenue intersection are the only side streets adjacent to W. Fairbanks Avenue between SR 17-92 and Interstate 4 where the proposed new crosswalks are located in Orange County R-O-W. The attached Use Agreement is required by Orange County because the cross-walk markings differ from their standard markings. The agreement puts the burden of future cross-walk maintenance with the City of Winter Park.

The proposed faux brick thermoplastic markings are designed to provide enhanced pedestrian safety through more visibly. The new cross-walk markings on Jackson Avenue and Harold Avenue are consistent with the other side streets adjacent to W. Fairbanks and other existing cross-walks on E. Fairbanks Avenue.

alternatives | other considerations

The alternative is to provide standard pedestrian cross-walk markings on Jackson Avenue and Harold Avenue.

fiscal impact

The cost of the thermoplastic cross-walk markings is included in the Fairbanks Avenue Roadway and Wastewater System Improvements construction project bid.

long-term impact

There will be some long term maintenance costs associated with the Jackson Avenue and Harold Avenue cross-walks. These costs are negligible when compared to the cross-walk maintenance city wide.

strategic objective

Continue to provide the highest quality infrastructure, and pedestrian safety.

Prepared by and after recording return to:

Tax parcel ID No.:

USE AGREEMENT BETWEEN
<OWNER> AND ORANGE COUNTY

THIS AGREEMENT (the “Agreement”), is entered into by and between _____, property owner (“Owner”) with a mailing address at _____, and Orange County, Florida, a charter county and political subdivision of the State of Florida (“County”) with a mailing address at P.O. Box 1393, Orlando, FL 32802-1393.

RECITALS

WHEREAS, a residential or commercial project on a certain parcel of real property (the “Property”), as more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, the title of which is held by Owner, has been constructed and is located in the unincorporated area of Orange County; and

WHEREAS, Owner desires to obtain a Right-of-Way Utilization permit (the “Permit”) from County, whereby Owner will be allowed to install, construct, and maintain the following improvement(s): _____ (the “Improvement(s)”) in the road, median, parkway, and/or drainage areas located within the rights-of-way adjacent to the Property which have been, or will be, dedicated to public use (collectively, the “Dedicated Areas”), said Dedicated Areas being adjacent to the Property and more particularly described in the attached and incorporated Exhibit “B”; and

WHEREAS, County requires that Owner be solely responsible for the fulfillment of certain commitments and covenants to assure the perpetual and continuous maintenance of any such Improvement(s) which commitments and covenants are more particularly set forth herein.

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

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** County shall issue the Permit to Owner subject to the terms of this Agreement. Owner shall not, while installing or maintaining the Improvement(s), damage or disturb any portion of the Dedicated Areas without prior written approval by County and County's prior written approval of a plan to restore the Dedicated Areas. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant the Owner any ownership rights to any portion of the Dedicated Areas.
3. **IMPROVEMENTS.** Any improvement(s) that, in County's sole opinion, may impede the functional operation of planned, proposed, or existing underdrains shall not be permitted under this Agreement. The Improvement(s) shall be established and maintained in such a manner as will not interfere with the use of

the Dedicated Areas by the public nor create a safety hazard on such Dedicated

Areas. If County determines, in its sole discretion, that the Improvement(s) do present a safety hazard, then Owner, at its sole expense and at no cost to County, shall relocate the Improvements in such a manner as to eliminate the hazard, to the satisfaction of County.

4. **REMOVAL/ RELOCATION.** If, in the sole opinion of County, the Improvement(s) interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which County desires to perform on, around, or under the Dedicated Areas, or if County requests removal for any reason, then Owner, upon receipt of a written notice from County, shall remove or relocate the Improvement(s) as requested by County, and to County's satisfaction, within thirty (30) days of receipt of said notice, or within thirty (30) days of the first date of publication of legal notice, which publication shall appear in not less than two weekly issues of a newspaper of general circulation in Orange County, Florida. Any such relocation or removal of the Improvement(s) shall be at the sole expense of Owner.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Orange County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance of their operations under this

Agreement. Owner shall indemnify and hold harmless County (and any governmental body or utility authority properly using the Dedicated Areas) from and against all expenses, costs, or claims for any damages to the Improvement(s) which may result from the use of the right-of-way by County or other governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas.

6. **INSURANCE**. Throughout the duration of this Agreement, including the initial period and any extensions thereto, Owner shall obtain and possess:

a) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

b) Workers' Compensation coverage for any and all employees with

statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability; and

c) Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. In the event Owner does not own automobiles, Owner shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

Prior to commencing operations under this Agreement, Owner shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvement(s) are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. Owner shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of Owner to maintain insurance coverage for itself or for any other

persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Owner of any contractual responsibility, obligation, or liability.

7. **RECORDING.** This Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of its execution. Promptly upon execution of this Agreement, Owner shall pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.
8. **COVENANTS RUNNING WITH THE LAND.** The provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, and their heirs, personal representatives, successors, and assigns. Owner declares that the Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by County and its respective legal representatives, successors, and assigns.
9. **DURATION.** The provisions, restrictions, and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida.

Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and Owner. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Owner. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida.

10. **AMENDMENT.** The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and Owner of the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida.
11. **COMPLIANCE WITH APPLICABLE LAWS.** Owner shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
12. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein

shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s).

13. **EFFECTIVE DATE.** This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Use Agreement, 20__
<Owner>

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

OWNER

<NAME OF OWNER>

By: _____

Print Name: _____

Title: _____

Date:_____

WITNESSES:

Print Name:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by _____ of _____, who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20__. S/he is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public

Print Name:_____

My Commission Expires:_____

EXHIBIT "A"

Legal Description and Sketch of Description for Property

Use Agreement, 20__
<Owner>

Exhibit “B”

Legal description and sketch of description for the Dedicated Areas

Use Agreement, 20__
<Owner>

S:\RALfonso\Public Works\Use Agreements\Owner-OC CLEAN 2011.doc



city commission agenda item

item type	Consent Agenda	meeting date	September 23, 2013
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager
department	General Admin		<input checked="" type="checkbox"/> City Attorney
division	Budget & Performance		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

subject

Contractual Agreements with Mead Botanical Gardens Inc. and the Winter Park Historical Association Inc. for FY 2014.

motion | recommendation

Approve the grant agreements as presented.

background

In the past the city has not executed contractual agreements with its non-profit funding partners Mead Botanical Gardens Inc. and the Winter Park Historical Association Inc. Both organizations provide services to the city and are funded through the adoption of the annual budget. The contractual agreements with Mead Botanical Gardens and the Winter Park Historic Association will set out the expectations and standards for the administration of the public funds granted. Both contracts have been reviewed by the City Attorney and describe funding and reporting requirements, programs and projects to be completed, and measurements for determining success. Over the next fiscal year staff will work with both organizations to help them build a demographic profile of their customers that will better assist with targeted marketing and showing economic impact. The completion of grant agreements will allow the city and its funding partners to clearly articulate expectations, monitor progress, and provide accountability for the use of public funds.

alternatives | other considerations

NA

fiscal impact

Mead Gardens is funded at \$185,000 in the FY 2014 budget.
The Historical Association is funded at \$70,000 in the FY 2014 budget.

long-term impact

NA

strategic objective

Quality Infrastructure, Quality of Life

**FUNDING AGREEMENT FOR
FISCAL YEAR 2013 – 2014**

THIS FUNDING AGREEMENT, (“Agreement”) made and entered into this ____ day of _____, 2013, by and between the **CITY OF WINTER PARK , FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”), and **MEAD BOTANICAL GARDEN, INC.,** a Florida not for profit corporation ("the Agency").

WITNESSETH THAT:

WHEREAS, the Agency has applied to the City for a donation of funds in order to provide such services and programs (collectively the “Services”) as are set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency is a tax-exempt entity, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, pursuant to 26 U.S.C. 501(c)(3), as further described in paragraph 5 herein; and

WHEREAS, the Agency maintains an independent Board of Directors; and

WHEREAS, these Services benefit, in whole or in part, the citizens of the City; and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City has appropriated funds to be granted to the Agency for providing such Services; and

WHEREAS, the parties mutually desire to enter into this Agreement whereby the Agency will receive and disburse the aforementioned funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform the Services set forth in this Agreement; and

WHEREAS, the Agency agrees to report regularly to the City on its progress in providing the Services, as further described in paragraph 4 herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. INCORPORATION OF PREAMBLE. The preamble of this Agreement set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. FUNDING; PERFORMANCE OF SERVICES. The City has heretofore appropriated, for the period commencing October 1, 2013, and ending September 30, 2014, the sum of One Hundred Thousand Dollars (\$100,000.00) for Capital Projects, and the sum of Eighty-Five Thousand Dollars

(\$85,000.00) for Operational Expenses, for a total sum of **One Hundred Eighty-Five Thousand Dollars (\$185,000.00)**

3. The City's contribution shall be made to the Agency in four (4) quarterly payments of **Forty-Six Thousand Two Hundred Fifty Dollars (\$46,250.00)**, unless otherwise approved and authorized in writing by the City Manager or his designees. All payments by the City shall be contingent upon: (a) receipt and approval by the City of the progress and financial reports specified in Paragraph 4 below; (b) inclusion of the audit provisions set forth in Paragraph 7 below in sub-recipient agreements; and (c) compliance by the Agency with any and all requirements, terms and conditions contained in this Agreement, including the provision of the Services by the Agency. Contingent upon all requirements having been met, payments will be disbursed on or about the 15th day of each quarter in the amounts set forth above; provided, however that to allow the City time to process this Agreement, the City shall have until the later of (i) the 15th day of the first month of the term of this Agreement or (ii) thirty (30) days following execution of the Agreement by all parties to make the first payment hereunder. Any Funds received by Agency which are not expended by Agency to provide or perform the Services set forth herein prior to December 31, 2014, shall be repaid to the City no later than December 31, 2014, unless an extension of time for such expenditure is granted by the City Manager or his designee in writing.

4. PROGRESS AND FINANCIAL REPORTING. The Agency agrees to submit progress and financial reports on a quarterly basis to the City Manager or his designee in form and content acceptable to the City Manager or his designee in accordance with the schedule set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference. At a minimum, subject to requests for additional information by the City Manager or his designee, such progress reports shall include an evaluation of the Services and must indicate the amount or level of Services provided to City residents. Agency will collect demographic information about its customers and will provide this data to City. Moreover, the quarterly reports shall be consistent with the Services detailed herein and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports in form and content acceptable to the City Manager or his designee shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to receipt of any payment under this Agreement.

5. 501(c)3 STATUS. Agency represents and warrants to City that it has applied for and received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(c)3 organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Agency's tax exempt status shall be provided to the City prior to the distribution of any Funds to Agency. The Agency will maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Agency.

6. NONDISCRIMINATION. The Agency agrees that it shall not unlawfully discriminate in the provision of Services. Agency shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Agency shall not use any

portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

7. ACCOUNTING AND AUDIT. If the Agency's total annual budget is equal to, or exceeds, \$250,000 the Agency will submit copies of its audited annual financial statements to the City. If the Agency's total annual budget is less than \$250,000 the Agency will submit copies of its last two years' tax returns. Copies of the audit or tax returns will be submitted: (1) upon execution of this Agreement (or as soon thereafter as such statements are prepared) for the Agency's immediately preceding fiscal year and (2) thereafter for each fiscal year of Agency during which it receives or expends any Funds from the City under this Agreement such statements shall be submitted upon completion by the Agency which submission date shall not exceed one hundred eighty (180) days following the end of the Agency's fiscal year. For all financial statements and records related to the Funds, the Agency will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds as are in accordance with Generally Accepted Accounting Principles (GAAP). All such records shall be open to inspection and audit by the Assistant to Director or by the Assistant to Director's designee during normal business hours during the term of this Agreement. Additionally, the Agency will maintain its books and records related to the Services provided utilizing the Funds, and the City will be entitled to audit such books and records, for a period of five (5) years from the date of the last payment under this Agreement. Any cost incurred by the Agency as a result of an audit shall be the sole responsibility of, and shall be borne by, the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then, and in that event, the Agency shall include in its written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City or the City's designee to the same extent as those of the Agency.

8. MONITORING. The Agency will permit the City and the City's designees to monitor the Services to ensure compliance with the terms of this Agreement. The Agency shall, to assist in the monitoring of its Services, provide the City and the City's designees with access to all client records and such other information as the City may deem necessary within a reasonable time upon written request of the City. In the event of breach of this Agreement by Agency, the City reserves the right to pursue all legal and equitable remedies available to it including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Agency in a manner which is not in conformance with the terms of this Agreement. Agency shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within fifteen (15) days of demand by the City.

9. TERMINATION. This Agreement may be terminated by either party at any time, with or without cause, upon written notice to the other party. Said notice shall be delivered in the manner set forth in Paragraph 21 below. The termination of this Agreement shall not relieve the Agency from any obligations under this Agreement with respect to funds paid to the Agency prior to termination.

10. INDEMNIFICATION. The Agency agrees to indemnify, defend and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the Agency, its employees, officers, Directors, sub-recipients or agents related to this Agreement, (2) the provision of any Services by the Agency, its sub-recipients or agents, or (3) the mere existence of this Agreement itself.

11. **NO WAIVER.** Continued performance by either party after a default or violation of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor shall it be construed or act as a waiver for any subsequent default.

12. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed to by the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions contained herein.

13. **NONASSIGNABILITY.** The Agency may not assign its rights or obligations under this Agreement without the prior written consent of the City Manager or his designee, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Manager or his designee deems appropriate in his or her sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the City Manager or his designee before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

15. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended to or shall be construed as creating, or shall in any way create or establish a relationship as partners or joint ventures between the parties hereto or constitute the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

16. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the Circuit Court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Agency, related to the Services provided under this Agreement.

17. **CORPORATE TABLE/TICKETS.** In the event the Agency holds a fundraising event, the Agency agrees to give the City, upon its request, up to the number of tickets available to a top level event sponsor at no cost in consideration of the contribution provided to the Agency under this Agreement. This provision may be waived by the City Manager or his designee.

18. **CREDITS.** The Agency will give written credit to the City as a sponsor/financial supporter in all acknowledgements, brochures, catalogues, invitations, press releases, printed materials, and all other marketing, promotions and advertising related to the Services. The form and manner of such written credit shall be mutually agreed to by the parties. This provision may be waived by the City Manager or his designee.

19. **INSURANCE.** The Agency will have in force during the term of this Agreement the insurance coverages listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the City Manager or his designee upon execution of this Agreement by the Agency. Upon the expiration or modification of such certificates of insurance, the Agency shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The

insurance coverages shall contain a provision that forbids any cancellation, changes or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days notice to the City).

a. Commercial General Liability -- The Agency will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and in the aggregate, for bodily injury and property damage.

b. Automobile Liability -- The Agency will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence, combined single limits for bodily injury and property damage.

c. Workers' Compensation -- The Agency will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.

d. Employee's Honesty Insurance (Fidelity Insurance) -- The Agency will provide coverage of not less than \$10,000 per occurrence.

20. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

21. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) when hand delivered to the person hereinafter designated,
- (ii) on the date of deposit in the United States Mail, return receipt requested, or
- (iii) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith. The City Manager or his designee shall have full authority to send all notices related to this Agreement on behalf of the City. The parties' addresses are as follows:

City: **City of Winter Park**
Attention: Peter M. Moore
Budget and Performance Measurement Manager
401 South Park Avenue
Winter Park, Florida 32789

Copy to: **Usher L. Brown**
City Attorney
111 North Orange Avenue
Suite 2000
Orlando, FL 32802

Agency: **Mead Botanical Garden, Inc.**
Attention: _____
Title: _____
Address: P.O. Box 1227
Winter Park, FL 32789

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF WINTER PARK, FLORIDA

BY: _____
Mayor Kenneth W. Bradley

ATTEST:

Cynthia Bonham, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Kenneth W. Bradley, Mayor, of the City of Winter Park, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

MEAD BOTANICAL GARDEN, INC., a Florida
Not-For-Profit Corporation

BY: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ the _____ of **Mead Botanical Garden, Inc.**, (check one) ☐ who is personally known to me or ☐ who provided a Florida driver's license as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

EXHIBIT “A”

Mead Botanical Garden, Inc.
Projects, Programming and Operational Goals / Performance Measures
June 2013 through Oct. 2014 and Beyond

- **Master Plan, Garden Enhancements & Facility Improvements**
- **On-going & One-Time Volunteer Efforts**
- **Horticultural - Educational Initiatives & Demonstration Gardens**
- **Wildlife and Environmental Programming**
- **Brand Awareness, Marketing and Communication**
- **Charitable Support and Grants**
- **Community, Family and Cultural Programming and Events**
- **Future Priorities FY 2014-15 through 2015-16**

Mead Botanical Garden, Inc.

Projects, Programming and Operational Goals

June 2013 through Oct. 2014 and Beyond

Mead Botanical Garden Inc. is dedicated to the preservation and restoration of Mead Botanical Garden as an urban oasis, a refuge for wildlife, and a botanical garden. This 47-acre "public park" with its wandering trails and garden collections – some rustic, others bursting with a rainbow of color – is open dawn to dusk 365 days a year and ready to be enjoyed by all who visit. With its creeks and critters, wetlands and wildlife, gardens and *The Grove*, Mead is a vibrant place that connects people with nature and provides opportunity to celebrate the cultural arts.

MBG Inc.'s mission is to create a garden that is truly the jewel of Winter Park. It works to raise support, to grow and sustain the organization in order achieve this mission. Our vision is to protect and preserve this treasured urban oasis where nature, people and culture can exist in harmony.

As an organization, MBG Inc. works to support the City's goal to be the best place in Florida to live, work and play for today's residents and future generations. To further this goal, MBG leadership coordinates its project plans, activities and decisions with the City's Parks & Recreation and Public Works departments.

MBG Inc. is a non-profit 501(c)3 organization and operates the garden in partnership with the City of Winter Park under a lease agreement. MBG Inc. spearheads advancement of the City approved Master Plan while planning and managing the horticultural, education and cultural activities that take place at the garden. The deed giving the land to the City requires that Mead Botanical Garden operate as a botanical garden. MBG Inc. is dedicated to meeting this requirement.

The Board of Trustees and staff operate with the following Shared Values and Guiding Principles:

- **Stewardship** - Demonstrating accountability, conservation ethic, sustainable practices
- **Integrity** - Standing for respect, excellence, and sound management
- **Enrichment** - Embracing culture, knowledge, learning, and discovery
- **Collaboration** - Working together with creativity and care
- **Harmony** - Balancing garden wildlife, community and culture
- **Leadership** - Anticipating the future; guiding the direction
- **Community** - Actively engaging a diverse, inclusive and connected community
- **Discovery** - Learning through exploration and experience
- **Fun** - Making it enjoyable

Priorities Areas, Projects and Associated Goals
June 2013 – October 2014

Master Plan, Garden Enhancements & Facility Improvements

1. **Advance the Approved Master Plan** - Engage a landscape architect to design the next phase of MBG master plan which includes layout for primary and secondary paths/trails, garden collection areas and edges, activity centers, parking, and support infrastructure such as lighting and irrigation. Goal: Selection of planner, December 2013.
2. **Discovery Barn Enhancement Project** – Expand the usefulness and rental potential of this facility through upgrades. Establish an appealing (rustic/chic) multi-purpose facility and outdoor upper terrace as part of an educational and cultural complex in this area of the garden. The building will be used for MBG Inc. educational programming, community and cultural events along with revenue generating activities (horticultural society meetings, corporate retreats/events, private celebrations, symposiums,) and MBG Inc. administrative operations.

Background: In the summer of 2011, the City's maintenance building was converted to the Discovery Barn, acting as the camp base for MBG Inc.'s Young Naturalist Summer Camp, gathering spot for board and committee meetings and operational activities. It has also served as a classroom for other horticultural classes and gatherings. Under current conditions, the building's usability is hampered by its lack of climate control and accessibility to insects, rodents and reptiles. It is not currently ADA accessible.

Goals:

- a. Develop plan (including design, labor and material cost estimates) to further renovate and upgrade the "Discovery Barn." Project will include installation of insulation, air conditioning, windows, replacement doors, upgraded restrooms, a catering set-up area, and be ADA accessible. Goal: Estimates obtained, September 2013
 - b. Evaluate viability of renovation (based on renovation cost estimates) versus replacing/rebuilding the structure. Goal: November 2013.
 - c. If cost estimates appear appropriate and reasonable, raise/seek funding for renovation project. Goal: Conduct campaign November 2013-May 2014.
 - d. Develop marketing plans for facility, if renovation is viable. Goal: Develop and begin implementing marketing plans simultaneous with fund-raising efforts.
 - e. Project will commence when funding is secured.
3. **Complete duck pond (storm water retention pond) restoration project** by 2013 year end. MBG Inc. secured private funding for this project (up to \$45k); Project objectives are 1) remove overgrown

plants threatening to choke the pond, 2) improve the pond's water quality by removing excess muck/flock and 3) improve water flow by increasing the depth below the bridge. Signage along the shoreline will provide educational information about the pond's restoration and importance of maintaining healthy water for the garden's wildlife habitat. Project planning and oversight is in conjunction with the City Public Works department, Lakes division.

Goal/Timeline:

- a. Phase 1 (June-July) – removal of excess aquatic grasses and reeds
 - b. Phase 2 (August-Sept.) – muck/debris removal and dredging
 - c. Phase 3 (Sept.-Nov.) – dewatering
 - d. Phase 4 – (Nov.-Dec.) – dried muck removal/hauling
4. **Increase the rental income of the historic Little Amphitheatre** – Now more than 60 years old, MBG Inc. plans to upgrade and enhance the existing plantings and botanical features within this venue and the immediate surrounding areas. Goal is to create an idyllic outdoor sanctuary or intimate garden "auditorium" that will be in high demand for weddings and other special events. Plants and trees will be chosen for their beauty, texture, sustainability and ease of maintenance. Project is being conducted in consultation with Park & Recreation dept.'s Chief of Landscaping.
- a. Volunteer Ann Clement, former owner of Garden Palette and overseer of Butterfly Garden, will design the improvements at no cost to MBG Inc. Goal: Design work to be complete by end of Dec. 2013. Installation will occur in stages; will commence during low season (mid-summer) of 2014.
 - b. Determine if rental fee for historic Amphitheatre is appropriately set by conducting a market study of comparative outdoor venues (features and pricing) in Central Florida. Goal: Analysis will be complete by end of August 2013.
 - c. Interview five top wedding/event planners to gain understanding of what they seek in an outdoor wedding venue. Goal: October 2013.
 - d. Develop and implement marketing plan and support materials to generate top of mind awareness of Mead Garden among wedding planners, potential brides, performance oriented and religious organizations. Goal: Summer 2014.
 - e. Redecorate and upgrade the bride and groom's ready rooms. Completion goal: Fall 2014.
 - f. Also identify other areas of the garden for potential small-scale wedding locations. Goal: November 2014.

5. **Lake Lillian Wetlands Restoration Project** – During the Master Planning process, MBG Inc. and the City of Winter Park established the goal of restoring a portion of the Lake Lillian Wetlands as this is the last remaining segment of Howell Creek in the Upper Watershed that exists in a relatively natural state. The purpose of this initiative is to advance the nutrient reduction and improve the aquatic conditions within this area. These actions will lead to a reappearance of wading birds, turtles, fish, otters and a healthier habitat for wildlife. The Lillian Restoration Concept Plan was completed in 2010. Phase 1 (FDEP/City 319 Water Quality Project – Clay Pit) was completed in 2012. A \$40K funding commitment was obtained from the Florida Fish and Wildlife Commission (FWC) in 2012 for work to commence at a later date when funds become available in FY 2013/14. MBG Inc. is overseeing the management of this project in consultation with the Public Works Dept.

2013/2014 Project Goals include:

- a. Phase 2 – Area adjacent to Grove Pavilion
 1. SJRWMD application preparation & submittal. Completion goal: July 2013. Note, availability of FWC grant funds are in coordination with SJRWMD application.
 2. Design for pond layout and tree planting is completed; design of herbaceous species is underway. Completion goal: September 2013.
 3. Restoration Construction Phasing will be finalized upon SJRWMD approval.
 4. Educational signage will be posted in project area to coincide with phases of project work. The Grove will serve as an interpretive and educational platform for those viewing the wetlands work.
 - b. Phase 2 – Advanced (additional) Restoration Area (2-5 year effort)

Efforts to obtain funding from Florida Dept. of Transportation to continue FWC work and extend the restoration area underway.

 1. MBG Inc. is calculating potential mitigation credits, which is one approach to attaining FDOT funding for additional wetlands restoration acreage. Completion goal for calculation: Fall 2013.
 2. MBG Inc. reps, along with City officials and local partners are seeking ongoing project support from Congressman Mica and FDOT, FDEP, SJWRMD officials. Timeline: on-going.
6. **Complete Pole Barn Floor and Steps to Butterfly Garden** – Extend the brick flooring throughout this historic open air pavilion/classroom. Install steps to butterfly garden. Acquire used or repurposed materials for this project. Goal: complete by September 2013.

On-going & One-Time Volunteer Efforts

Through a variety of on-going initiatives, partnerships and one time projects, more than 5,500 volunteer & community service hours are generated annually on behalf of Mead Botanical Garden. Collectively,

these efforts result in an abundance of work and achievement. The *Independent Sector* places a value of \$22.14 for each volunteer hour served. Using this figure, the estimated value of MBG Inc. volunteer service is more than \$120,000.

Goal for FY 2013-14: establish a formal volunteer recruitment and appreciation program with the goal of obtaining more than 5,500 hours of service with the following activities:

1. Engage volunteer groups in concerted effort to control invasive and noxious vines throughout the garden, with special emphasis near the creek where seeds and tubers can be transmitted downstream.
 - a. Partner with the Orange County DEP in hosting an Air Potato Raid. Goal: Jan. 2014; 50 volunteers, 100 hours.
 - b. Develop and conduct a "DIVE" Day (Debris & Invasive Vine Eradication) service project for youth volunteer group/s. Goal: two groups of at least 20 each; 160 hours.
2. Engage in the Central Florida Camellia Society to provide expert seasonal care and maintenance of the camellia collection. Goal: 12 volunteers twice a year; 72 hours.
3. Plant Collections:
Legacy & Learning Garden volunteers. Goal: 2,500 hours
Butterfly Garden volunteers. Goal: 460 hours
Community Garden volunteers who tend the Food Bank Beds. Goal: 72 hours
Native Garden volunteers. Goal: 200 hours.
4. Utilize Orange County Corrections Community Service for volunteer manpower on behalf of the garden. Goal: 500 hours.
5. Partner with Rollins College Office of Community Engagement and Eco-Rollins environmental club to complete projects within the garden. Goal: 120 hours.
6. Special Interest groups (Audubon Bird Walks, Edible Weed Walks, etc.). Goal: 72 hours.
7. Summer Camp Counselors in Training. Goal: 450 hours.
8. Duck Derby volunteers. Goal: 300
9. MBG Inc. Board of Trustees & Liaisons hours and project work. Goal: 700 hours.

Other outreach activities will be employed to strengthen partnerships with Central Florida horticultural societies, garden clubs and groups, environmental & wildlife organizations, landscape and nurseries, youth groups and churches resulting in more interest, volunteer service, in-kind and monetary contributions and sharing of expertise.

Horticultural - Educational Initiatives, Demonstration Gardens and Plant Exhibits

1. **Legacy & Learning Garden (including Greenhouse and Entrance) Area**
 - a. Ongoing: under the leadership of renowned Central Florida horticulturalist Randy Knight and master gardener Alice Mikkleson, engage volunteers to create demonstration beds and container gardens that include a variety of plantings including those that pay tribute to T.L. Mead's work.

- b. Design and install transitional plantings in area leading to the clay pit; this area will serve as a demonstration rain garden. Goal: completion by September 2014.
 - c. Install additional planting beds in the camellia garden, one in memory of Jerry Connor, camellia grower extraordinaire. Goal: completion by November 2013.
 - d. Conduct informational tours for visiting garden clubs. Goal: meet all requests.
 - e. Create Facebook postings of what's blooming now and other notes of interest.
 - f. Schedule "field trips" to area botanical venues (nurseries, public and private gardens) for volunteers. Develops volunteers' horticultural expertise and generates on-going commitment to MBG. Goal: Quarterly
- 2. **Butterfly (Pollinator) and Rock Garden** – Though hidden away, this is one of the most popular and often photographed areas.
 - a. Maintain butterfly garden area that serves as host to important pollinators of all sorts including butterflies, bees, wasps, moths, flies and even hummingbirds. Goal: on-going.
 - b. Install and maintain plantings in the rock garden facing the butterfly garden; area demonstrates how to reduce water erosion on a sloped area. Goal: on-going.
 - c. Paint bulletin board in this area and develop educational information for this display case. Goal: complete by January 2014.
- 3. **On-going: Mead Community Vegetable Garden.**
 - a. Goal: achieve 100% fully paid membership by October 2013 and again by October 2014.
 - b. Goal: Host two tours of Community Garden with visiting children's groups during growing season by June 2014.
 - c. Goal: Community Garden activities will be self-sustaining through membership fees and in-kind contributions.
- 4. **Develop with the Native Plant Society and WP Chief of Landscaping a Restoration Plan for the Uplands area** (as designated on the Master Plan.) This area is one of the few examples of the historic sandhill terrain that remain within the Winter Park/metro Orlando area. Rarely seen understory plants can be found in this area of Mead Garden. Goal: Obtain restoration plan by August 2014. Begin plan implementation upon approval by MBG Inc. Board of Trustees.
- 5. **Conduct a variety of plant classes and clinics**, focusing on topics that appeal to varying gardening interests and levels of expertise. Programs will be conducted by Mead Horticultural director (volunteer) Randy Knight, master naturalist Stacey Matrazzo and other guest horticulturalists. Some programs will have an associated fee, others will be complimentary. Goal: Conduct two multi-session and two single session programs between September 2013 and September 2014. Attendance goal of 15 people per session, or 60 attendees. Expect to generate at least \$1,000 in earned revenue.

6. **Continue efforts to meet criteria/definition for botanical garden** – a place where plant collections are maintained for educational, scientific and/or research purpose. Goals: install discrete educational signage in plant collection areas.
7. **Conduct plant sales** that not only generate income but showcase MBG and lead to new and repeat visitors to the garden. Goal: \$2,000 in revenue.
8. **Co-sponsor the annual Camellia Show and Fest** with the Central Florida Camellia Society. Goal: January 2014; attendance of 300 people measured by show entries and class participation.

Wildlife and Environmental Programming

1. Since 2011, MBG Inc. has conducted the **Mead Young Naturalist Summer Camp**. The first year had 30 some registrations. In 2012, there were 180 campers over a 6-week period.
Goals:
 - a. Summer 2013, 200 campers (including 10 scholarship recipients) and attain approximately \$34,000 in earned revenue.
 - b. Summer of 2014, 215 campers and \$36,000 in revenue.
2. **For Bird Lovers** - MBG is one of the top 5 places in the state of Florida for migratory birds. Each spring and fall the garden plays host to wide variety of birds, who stop off to rest and refuel. During these periods, snowbirds and bird-lovers from all over the state and Southeast visit the garden.
Goals:
 - a. Conduct six Saturday morning "bird walks" in the fall and spring in partnership with the Orange Audubon Society. Achieve an average of 12 bird-watchers per walk or 72 participants.
 - b. Publish updated "bird checklist" brochure for availability in garden, WP Chamber of Commerce, at appropriate local establishments; post on website. Goal: August 2013 and August 2014.
 - c. Encourage photographers to post pictures on Facebook and Tweet about unusual sightings at Mead.

Brand Awareness, Marketing and Communication

1. **Increase Number of (Appropriate/Appreciative) Visitors to the Garden and to Winter Park** - Many local residents affectionately refer to Mead Botanical Garden as the hidden jewel of Winter Park. Our challenge is to protect this treasured urban oasis while building awareness and increasing visitation among a select target audience. Our goal is to develop marketing and communication plans that attract new individuals and members of organizations who would enjoy the garden, be willing to preserve it and/or join MBG Inc. in its work on behalf of the garden.

Tracking actual visitation numbers is difficult because the garden is open to the public year round from dawn to dusk, with three open entrances.

Goal: Success will be measured by the traffic on webpage & Facebook, number of requests to be on e-mail list, program attendance, media interest/inquiries/stories, requests for tours or field trips, volunteer inquiries, volume of plant sale customers and general impressions by on-site staff and volunteers.

- a. Work with Winter Park Chamber of Commerce and other Central Florida visitor bureaus to increase awareness, promote visitation and ensure dissemination of accurate information about the garden. Promote connectivity with other key Winter Park "attractions."
 - b. Seek to become "project site" for Rollins or UCF MBA Marketing Strategies class. Goal: Be selected as project site by fall 2014.
2. **Upgrade and update MeadGarden.org webpage** – ensure that key information about the garden, its programs and events, unique features (what to expect), special collections and seasonal features, methods to donate and volunteer are up to date and active. Goals:
- a. Analyze existing site for strengths and weaknesses by November 2013.
 - b. Develop usage objectives and redesign criteria/features by December 2013, then begin redesigning and writing pages.
 - c. Develop plan to upgrade Drupal platform by February 2014 (include launch date, budget and redesign completion date in the plan).

Charitable Support and Grants

1. As a non-profit 501(c)3, MBG Inc. actively seeks contributions – **monetary and in-kind donations – on behalf of the garden and in support of its mission.** Annually, MBG Inc. expects to generate an amount at least equal to the level of the City funding through a combination of cash donations, in-kind contributions and monetary equivalent in volunteer service. Goals:
 - a. Develop and maintain a dynamic, committed Board of Trustees. Generate \$25,000 from Board contributions.
 - b. Conduct annual appeal campaign, seeking community and organizational support. Goal: \$25,000
 - c. Implement a new MBG Ambassador Council to provide a pathway to philanthropy within the community. Council members will act as "advocates, ambassadors and askers" on behalf of the Mead Botanical Garden and to generate interest/support for Board approved special and capital projects. Goal: Identify potential ambassador council members by December 2013. Begin recruitment in Spring 2014.

2. **To actively pursue cultural, environmental, horticultural and educational grants** (local, state and national, private and public) in support of Board approved goals and projects. Goals during FY 2013-14:
 - d. Maintain a state of organizational readiness in order that grant applications are efficiently and effectively produced. This goal includes identifying a potential grant writer who will familiarize themselves with MBG Inc., audit our readiness and make recommendations to improve organization potential to attain grant funding opportunities.
 - e. To develop and maintain relationships with potential co-sponsors (such as Orange Audubon and Native Plant Society) for grant applications.
 - f. To gain working knowledge of local and state funding organizations likely to support MBG Inc. goals and projects.
3. **Seek plant and horticultural supply in-kind donations** from local growers, botanical groups and individuals. Goal: achieve at least three donations valued at \$150 or more each.
4. **Develop sponsors for MBG Inc. existing and new community events.** Goal: achieve \$8,000 in Duck Derby Sponsorship. Identify and meet with at least 10 potential new sponsors for events and programs.

Community, Family and Cultural Programming and Events

1. **The Duck Derby** is more than an annual fundraising event (benefitting MBG). It has become a tradition among Central Florida families with pre-schoolers and elementary aged children. It is a wonderful way to introduce children to the garden and market the Young Naturalist Summer Camp to parents. Typically over 1500 people attend. Goals: February 2014. Sell a minimum of 800 ducks (ducks generally equate to children's attendance plus parents).
2. **The Grove** was established as an outdoor venue for musical performances and other cultural events. MBG Inc. is currently in discussion with performing arts groups and concert producers to secure turn-key concert management and programming for venue. Goal: Schedule in FY 2013-14 at least four cultural events, including those performed by the Florida Symphony Youth Orchestra.
3. **Develop additional community and/or family event for the fall season** that celebrates the beginning of the best gardening season in Central Florida, the coming flocks of migrating birds and the promise of cooler weather. Goal: Develop detailed plans for new event by summer 2014 to be held in FY 2015-16.

4. The **night blooming cereus cactus** produces a spectacular floral show. This occurs one night every year. Goal: June 2013 and June 2014. Notify the community of pending bloom display and encourage visitation leading up to and on the night of the bloom.
5. Work with City departments to promote and support their activities including **America in Bloom** program, **Earth Day**, and **Arbor Day**.
6. Invite **painting classes and artists** to engage in informal, impromptu plein air sessions in the garden throughout the year.

**Priorities Areas, Projects and Associated Goals
FY 2014-15 through 2015-16**

Projects listed below are priorities; implementation is subject to availability of funding.

1. Landscape The Grove area to create more shade and increase usability.
2. Install additional lighting in and leading to The Grove area for extended venue use and safety.
3. Master Plan continuation: incorporate usability elements such as interpretive signs, benches and other interactive elements.
4. Upgrade main entrance to garden on Denning Drive with new gateway.
5. Install additional perimeter plantings around the garden.
6. Establish a Wetlands Educational Center at the juncture of Howell Creek and the Lake Lillian wetlands marsh in the current environmental education building.
7. Establish WIFI service throughout the garden.

EXHIBIT “B”

QUARTERLY REPORT SCHEDULE FOR FISCAL YEAR 2013 - 2014

Quarterly progress and financial reports for the reporting periods indicated are due to the City Manager or his designee on the due date specified.

Progress reports should include:

Quarterly:

1. Revenues received and spending to date by category
2. Review of projects/program progress and meeting benchmarks
3. Copies of up-to-date Board minutes
4. Updates to Board membership

Mid-Year:

Presentation to City Commission of activities and progress to date

Annually:

1. Final Report on revenue and spending, program/project activities, benchmarks and successes
2. Presentation to City Commission
3. Updated application for next fiscal year
4. Site visit

Reporting Period Due Dates:

First Quarter (Oct. 1 to Dec. 31) - January 15, 2014

Second Quarter (Jan. 1 to Mar. 31) - April 15, 2014

Third Quarter (Apr. 1 to June 30) - July 15, 2014

Fourth Quarter (July 1 to Sept. 30) - Oct. 15, 2014

Reports may be sent by regular mail, e-mail or fax to:

City of Winter Park

ATTN: Peter M. Moore, Budget and Performance Measurement Manager

401 South Park Avenue

Winter Park, FL 32789

E-MAIL: pmoore@cityofwinterpark.org

FAX: (407) 599-3448

Agency acknowledges and understands that the quarterly reports required by this Agreement are a material provision of the Agreement and that the failure of Agency to submit a quarterly report when due shall constitute grounds by the City, in its discretion and in addition to any other right or remedy available to the City, to refuse to make any additional disbursements of Funds to the Agency until such report is filed in form and content acceptable to the City.

**FUNDING AGREEMENT FOR
FISCAL YEAR 2013 – 2014**

THIS FUNDING AGREEMENT, (“Agreement”) made and entered into this ____ day of _____, 2013, by and between the **CITY OF WINTER PARK , FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”), and **WINTER PARK HISTORICAL ASSOCIATION, INC.**, a Florida not for profit corporation ("the Agency").

WITNESSETH THAT:

WHEREAS, the Agency has applied to the City for a donation of funds in order to provide such services and programs (collectively the “Services”) as are set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency is a tax-exempt entity, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, pursuant to 26 U.S.C. 501(c)(3), as further described in paragraph 5 herein; and

WHEREAS, the Agency maintains an independent Board of Directors; and

WHEREAS, these Services benefit, in whole or in part, the citizens of the City; and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City has appropriated funds to be granted to the Agency for providing such Services; and

WHEREAS, the parties mutually desire to enter into this Agreement whereby the Agency will receive and disburse the aforementioned funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform the Services set forth in this Agreement; and

WHEREAS, the Agency agrees to report regularly to the City on its progress in providing the Services, as further described in paragraph 4 herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. INCORPORATION OF PREAMBLE. The preamble of this Agreement set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. FUNDING; PERFORMANCE OF SERVICES. The City has heretofore appropriated, for the period commencing October 1, 2013, and ending September 30, 2014, the total sum of **Seventy Thousand Dollars (\$70,000.00)**.

3. The City's contribution shall be made to the Agency in four (4) quarterly payments of **Seventeen Thousand Five Hundred Dollars (\$17,500.00)**, unless otherwise approved and authorized in writing by the City Manager or his designees. All payments by the City shall be contingent upon: (a) receipt and approval by the City of the progress and financial reports specified in Paragraph 4 below; (b) inclusion of the audit provisions set forth in Paragraph 7 below in sub-recipient agreements; and (c) compliance by the Agency with any and all requirements, terms and conditions contained in this Agreement, including the provision of the Services by the Agency. Contingent upon all requirements having been met, payments will be disbursed on or about the 15th day of each quarter in the amounts set forth above; provided, however that to allow the City time to process this Agreement, the City shall have until the later of (i) the 15th day of the first month of the term of this Agreement or (ii) thirty (30) days following execution of the Agreement by all parties to make the first payment hereunder. Any Funds received by Agency which are not expended by Agency to provide or perform the Services set forth herein prior to December 31, 2014, shall be repaid to the City no later than December 31, 2014, unless an extension of time for such expenditure is granted by the City Manager or his designee in writing.

4. PROGRESS AND FINANCIAL REPORTING. The Agency agrees to submit progress and financial reports on a quarterly basis to the City Manager or his designee in form and content acceptable to the City Manager or his designee in accordance with the schedule set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference. At a minimum, subject to requests for additional information by the City Manager or his designee, such progress reports shall include an evaluation of the Services and must indicate the amount or level of Services provided to City residents. Agency will collect demographic information about its customers and will provide this data to City. Moreover, the quarterly reports shall be consistent with the Services detailed herein and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports in form and content acceptable to the City Manager or his designee shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to receipt of any payment under this Agreement.

5. 501(c)3 STATUS. Agency represents and warrants to City that it has applied for and received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(c)3 organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Agency's tax exempt status shall be provided to the City prior to the distribution of any Funds to Agency. The Agency will maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Agency.

6. NONDISCRIMINATION. The Agency agrees that it shall not unlawfully discriminate in the provision of Services. Agency shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws,

rules or regulations, whether presently existing or hereafter promulgated. Agency shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

7. ACCOUNTING AND AUDIT. If the Agency's total annual budget is equal to, or exceeds, \$250,000 the Agency will submit copies of its audited annual financial statements to the City. If the Agency's total annual budget is less than \$250,000 the Agency will submit copies of its last two years' tax returns. Copies of the audit or tax returns will be submitted: (1) upon execution of this Agreement (or as soon thereafter as such statements are prepared) for the Agency's immediately preceding fiscal year and (2) thereafter for each fiscal year of Agency during which it receives or expends any Funds from the City under this Agreement such statements shall be submitted upon completion by the Agency which submission date shall not exceed one hundred eighty (180) days following the end of the Agency's fiscal year. For all financial statements and records related to the Funds, the Agency will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds as are in accordance with Generally Accepted Accounting Principles (GAAP). All such records shall be open to inspection and audit by the Assistant to Director or by the Assistant to Director's designee during normal business hours during the term of this Agreement. Additionally, the Agency will maintain its books and records related to the Services provided utilizing the Funds, and the City will be entitled to audit such books and records, for a period of five (5) years from the date of the last payment under this Agreement. Any cost incurred by the Agency as a result of an audit shall be the sole responsibility of, and shall be borne by, the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then, and in that event, the Agency shall include in its written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City or the City's designee to the same extent as those of the Agency.

8. MONITORING. The Agency will permit the City and the City's designees to monitor the Services to ensure compliance with the terms of this Agreement. The Agency shall, to assist in the monitoring of its Services, provide the City and the City's designees with access to all client records and such other information as the City may deem necessary within a reasonable time upon written request of the City. In the event of breach of this Agreement by Agency, the City reserves the right to pursue all legal and equitable remedies available to it including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Agency in a manner which is not in conformance with the terms of this Agreement. Agency shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within fifteen (15) days of demand by the City.

9. TERMINATION. This Agreement may be terminated by either party at any time, with or without cause, upon written notice to the other party. Said notice shall be delivered in the manner set forth in Paragraph 21 below. The termination of this Agreement shall not relieve the Agency from any obligations under this Agreement with respect to funds paid to the Agency prior to termination.

10. INDEMNIFICATION. The Agency agrees to indemnify, defend and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the Agency, its employees, officers, Directors, sub-recipients or agents related to this Agreement, (2) the provision of any Services by the Agency, its sub-recipients or agents, or (3) the mere existence of this Agreement itself.

11. **NO WAIVER.** Continued performance by either party after a default or violation of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor shall it be construed or act as a waiver for any subsequent default.

12. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed to by the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions contained herein.

13. **NONASSIGNABILITY.** The Agency may not assign its rights or obligations under this Agreement without the prior written consent of the City Manager or his designee, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Manager or his designee deems appropriate in his or her sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the City Manager or his designee before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

15. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended to or shall be construed as creating, or shall in any way create or establish a relationship as partners or joint ventures between the parties hereto or constitute the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

16. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the Circuit Court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Agency, related to the Services provided under this Agreement.

17. **CORPORATE TABLE/TICKETS.** In the event the Agency holds a fundraising event, the Agency agrees to give the City, upon its request, up to the number of tickets available to a top level event sponsor at no cost in consideration of the contribution provided to the Agency under this Agreement. This provision may be waived by the City Manager or his designee.

18. **CREDITS.** The Agency will give written credit to the City as a sponsor/financial supporter in all acknowledgements, brochures, catalogues, invitations, press releases, printed materials, and all other marketing, promotions and advertising related to the Services. The form and manner of such written credit shall be mutually agreed to by the parties. This provision may be waived by the City Manager or his designee.

19. **INSURANCE.** The Agency will have in force during the term of this Agreement the insurance coverages listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the City Manager or his designee upon execution of this Agreement by the Agency.

Upon the expiration or modification of such certificates of insurance, the Agency shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The insurance coverages shall contain a provision that forbids any cancellation, changes or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days notice to the City).

a. Commercial General Liability -- The Agency will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and in the aggregate, for bodily injury and property damage.

b. Automobile Liability -- The Agency will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence, combined single limits for bodily injury and property damage.

c. Workers' Compensation -- The Agency will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.

d. Employee's Honesty Insurance (Fidelity Insurance) -- The Agency will provide coverage of not less than \$10,000 per occurrence.

20. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

21. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) when hand delivered to the person hereinafter designated,
- (ii) on the date of deposit in the United States Mail, return receipt requested, or
- (iii) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith. The City Manager or his designee shall have full authority to send all notices related to this Agreement on behalf of the City. The parties' addresses are as follows:

City: **City of Winter Park**
Attention: Peter M. Moore
Budget and Performance Measurement Manager
401 South Park Avenue
Winter Park, Florida 32789

Copy to: **Usher L. Brown**
City Attorney
111 North Orange Avenue

Suite 2000
Orlando, FL 32802

Agency:

Winter Park Historical Association, Inc.
Attention: Susan Skolfield
Executive Director
Address: P.O. Box 51
Winter Park, FL 32790

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF WINTER PARK, FLORIDA

BY: _____
Mayor Kenneth W. Bradley

ATTEST:

Cynthia Bonham, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Kenneth W. Bradley, Mayor, of the City of Winter Park, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

**WINTER PARK HISTORICAL ASSOCIATION,
INC., a Florida Not-For-Profit Corporation**

BY: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ the _____ of **Winter Park Historical Association, Inc.**, (check one) ☐ who is personally known to me or ☐ who provided a Florida driver's license as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

EXHIBIT “A”

Service Provided to the City of Winter Park by the WPHA

The **Children's 2013-14 Program** will provide services to children 0-4 years old and create interactive play and stories at the museum. This experience introduces children to City history. This season will be launched by a newly created storybook character, Violet, Princess of the Peacocks, who resides in Winter Park. (Please note that we know the design is essential to the success of the character and reflective of the City. Be assured that the City Communications Department is on the review committee of this mascot-to-be.)

The **Crealdé** project is a historic photo documentation of Winter Park business life in 2013. Selected were 28 businesses throughout Winter Park. Professional exterior and interior shots, including patrons and shop merchandise will be documented. This collaboration provides permanent and professional documentation for our archives. Selected pieces will be on display at the Heritage Center and will be introduced at a well-publicized public reception in July 2014.

The **museum** will continue to be maintained by the WPHA and open Tuesday-Friday, 10AM-4PM, Saturday 9AM-2PM. (The museum will close during February 2014 for exhibition installation and in August.) Experienced docents will continue to greet visitors, answering Winter Park history questions, as well as providing information on retail, dining and cultural venues.

Fifty percent of **staff management** directly supports museum and community services through development, supervision and promotion of these services.

An inventory of important City archives is stored in a climate controlled, off-site space. **Archival services** also include the active collection, documentation and preservation of relevant pieces of Winter Park history and the costs of archiving materials.

The current exhibition, *Growing Up Wildcat: Winter Park High School Through the Years*, is open through January 2014. The new exhibition *Whistle in the Distance: The Trains of Winter Park* will open in March 2014. This exhibit will feature a tribute to the essential role of the train in Winter Park's development—from the first train that rolled into Winter Park to the commuter rail set to be launched in 2014. Interactive activities will include an 'on the train' experience from Boston to Winter Park in the 1880s.

The 2013-14 Winter Speaker Series will feature the very popular storytelling program. This session is filmed for our archives as we record the best stories of Winter Park told by a cross section of citizens. This fall, the WPHA will partner with Casa Feliz to bring Dr. Gary Mormino, a noted Florida historian, to Winter Park.

EXHIBIT A SERVICES

Programming Overview and Attendance Goals October 1, 2013 – September 30, 2014

Displays, Exhibitions and Children's Activities	
<ul style="list-style-type: none">• Exhibitions <i>Growing Up Wildcat: Winter Park High School Through the Years</i> will be open thru January 2014 – an interactive experience for visitors of all ages, including a 1947 authentic, working jukebox and floor to ceiling visual images of the school and past students. <i>Whistle in the Distance: The Trains of Winter Park</i> opening in March of 2014 is an engaging look at the trains' impact on our City as both freight and people mover. The exhibition will explore how trains created the city's growth in the late 1800s and how future trains including Sun Rail will play an important role in the future of Winter Park.• Museum Docents The Winter Park History Museum will provide over 900 hours of docent supported museum hours open free to the public.• Timeline One hundred and twenty five years of City history represented in a timeline format on a permanent wall panel in the museum• Children's Program To complement the train exhibition, a professionally designed program with music, entertainment and hands-on activities for children up to 5 years old located at the history museum. There are 25 shows scheduled for the season.• Children's History Detective Hunt A history adventure that takes children all through Central Park as they track down the answers to the detective hunt. This experience gives children an insider's view of Winter Park and engagingly connects them to City history.	<p>9,600 attendees</p> <p>900 hours</p> <p>250 children</p> <p>200 distributed</p>

<ul style="list-style-type: none"> • Speaker Program A series of programs (3) designed to complement and enhance the scope of the train exhibition; programs are open to the public without charge at the Winter Park Welcome Center. • Walking Tour of Historic Downtown A free and comprehensive brochure, available to any museum visitor, the walk begins at the museum and takes the visitor to 24 historic city properties. 	<p>120 attendees</p> <p>400 distributed</p>
Collaborations	
<ul style="list-style-type: none"> • A photo documentary collaboration, with Crealdé School of Art, designed to professionally capture the people, architecture and retail inventory of business life in 2013. There are 28 businesses selected for documentation (both interior and exterior views) located throughout Winter Park . This project involves 14 photographers and addresses the absence of quality photos of our business districts. • A public exhibition of the aforementioned Winter Park business photographs will be installed in the Hannibal Square Heritage Center exhibition space for three months, summer 2013 • Assist the City Communications Department, as related to historic research and City events • A partnership with Friends of Casa Feliz developing and promoting a Speaker Program, in November 2013 • Provide, display and distribute in the Winter Park History Museum informational brochures for the following cultural institutions: Chamber of Commerce Scenic Boat Tour Cornell Fine Arts Museum Bach Festival Charles Hosmer Morse Museum of American Art Hannibal Square Heritage Center Albin Polasek Museum Crealdé School of Fine Arts 	<p>800 attendees (over 3 months)</p> <p>60 attendees</p> <p>3,000 distributed</p>
Direct Community Activities and Services	
<ul style="list-style-type: none"> • Provide, without charge, the new Children's Program to the Winter Park Day Nursery, Welbourne Day Nursery and Winter Park United Methodist Church, for their 2-4 year old children. 	

<ul style="list-style-type: none"> • Video tape and preserve histories from a variety of Winter Park citizens at a “storytelling” session involving 5-7 Winter Park residents. This event is scheduled as a Speaker Program. • Provide historic research services, without charge, to citizens, organizations, scholars and the press • Maintain and make publicly available the 133 oral histories from local city residents that have been collected over the past 50 years • Continue to professionally archive and store Winter Park artifacts and documents of importance, in temperature controlled space. • Provide six specially designed museum tours for diverse audiences such as Leadership Winter Park, senior citizen groups and school classes. 	120 attendees
Public Receptions and Social Enrichment	
<ul style="list-style-type: none"> • Community-wide invitation (free) to the opening of the Spring 2014 scheduled exhibition, <i>Whistle in the Distance: The Trains of Winter Park</i>, held at the Winter Park History Museum and Farmer’s Market • Community-wide Holiday Party at a historic Winter Park venue in December 2013. • A free community-wide grand opening at the Hannibal Square Heritage Center with Crealdé School of Art featuring the best of the Winter Park business photos from the above described project. 	300 attendees 175 attendees 250 attendees
Total projected program and museum attendance	11,675
Total projected Winter Park informational, educational and/or marketing materials distributed	3,600
Total projected number of museum docent hours	900

EXHIBIT “B”

QUARTERLY REPORT SCHEDULE FOR FISCAL YEAR 2013 - 2014

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Progress reports should include:

Quarterly:

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City of Winter Park

ATTN: Peter M. Moore, Budget and Performance Measurement Manager

401 South Park Avenue

Winter Park, FL 32789

E-MAIL: pmoore@cityofwinterpark.org

FAX: (407) 599-3448

Agency acknowledges and understands that the quarterly reports required by this Agreement are a material provision of the Agreement and that the failure of Agency to submit a quarterly report when due shall constitute grounds by the City, in its discretion and in addition to any other right or remedy available to the City, to refuse to make any additional disbursements of Funds to the Agency until such report is filed in form and content acceptable to the City.



city commission public hearing

item type	Public Hearing	meeting date	September 23, 2013
prepared by department division	John Holland, Director Parks and Recreation Administration	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Parks and Recreation Advisory Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

subject

Proposed ordinance amending City Code to allow City Manager to authorize up to two (2) annual events allowing dogs in Central Park and up to five (5) annual events on athletic fields where dogs would otherwise be prohibited.

motion | recommendation

Approval of the proposed City ordinance amending Section 18-45 of the Code of Ordinances allowing the City Manager to make special exception for two (2) dog related events annually in Central Park, and up to five (5) dog related special events annually on currently restricted park athletic fields if specific requirements are met.

Specific Requirements:

- Dog related events in Central Park will be limited to two (2) per year.
- Dog related events in other restricted park areas (athletic fields) will be limited to five (5) events per year.
- Dogs will be required to be on a leash at all times except when approved for competitions.
- Owners will be required to clean-up after their dogs.
- Organizers will be held responsible for site clean-up after each event.
- Any non-compliance with the specified requirements, Park policies or City Ordinances may result in the cancellation of the event and event approval.
- All proposed events must follow current Special Event registration procedures; receive all Department and Advisory Board reviews with approvals prior to City Manager's consideration.
- All related use fees and deposits must be paid. Fee waivers will not be considered.

Recommend approval of the two current long running Park Avenue dog events as the two Central Park events.

summary

Current City ordinances prohibit dogs from Central Park and other specific areas within some city parks without any options of waiving or suspending the ordinance. This ordinance amendment will allow the City Manager to authorize two dog related events in Central Park and five dog related events in other currently restricted park areas (athletic fields) for specific events and times that meet the specified requirements.

The City currently permits long running Regional and National Dog Agility Competitions at Cady

Way Park. These are very large and popular events that are prestigious in the agility dog circles with competitors from all over the nation. These events had been long established and their impact was not considered when the ordinance was approved in 2006 restricting dogs from athletic fields. The intent of the ordinance was to prevent off-leash use of the athletic fields by daily park visitors.

The Dog-On-It Agility Organization has received both Parks and Recreation Advisory Board approval (August 25, 2010) and City Commission approval (September 13, 2010) for their events in the past and they were allowed to continue based upon these approvals.

The City Commission requested that a mechanism be established to provide the ability to waive a portion or section of the ordinance. This proposed amending ordinance will provide the legal mechanisms for suspending specific portions of the ordinance for specific events while bringing the City into full compliance with the requirements.

There are currently two events that would fulfill the limited opportunities, if approved, in Central Park. The Park Avenue Pet Costume Contest and Doggie Art Festival events are two events that have a good event history with policy compliance and have requested limited use of Central Park.

board comments

The Parks and Recreation Advisory Board recommended adoption of the Ordinance by unanimous vote of 5-0.

From: brian [<mailto:brian@bullfish.net>]

Sent: Thursday, August 01, 2013 5:01 PM

To: Johnny Miller

Subject: 14th Annual Park Avenue Pet Costume Contest - request for Central Park Use

Dear Johnny Miller,

The Sebastian Haul Fund and The Doggie Door would like to formally request the use of the Central Park Stage for the 14th Annual Park Avenue Pet Costume Contest on Sunday October 27th 10-3pm (set up time 6am and breakdown time until 4:30pm).

The Sebastian Haul Fund - has helped more than 1000 greyhounds reach their new families from events like this one.

This event also has a pet "trick or treat" on Park Avenue which involves more than 30 merchants in the downtown.

We request Garfield to be closed as always. We are also requesting the use of the Central Park Stage for our event and the immediate area surrounding the stage.

We intend to use temporary construction fencing to contain the event to within 40 feet south of the stage to Garfield.

All attendees will be given pet clean up bags.

We will have volunteers and a professional company to ensure the entire area is cleaned up throughout the day as well as at the end of the event.

We understand there is a process to go through with the Parks and Rec Department and Board to gain approval for a recommendation. We understand that recommendation will then need to be reviewed and approved in 2 separate readings with our Mayor and City Commission for a change in ordinance to allow for a waiver of dogs in Central Park.

We also understand should the City Commission approve a waiver for Dogs in the Central Park for this event, there is a fee that will be required for the use of Central Park.

Thank you for your assistance in this matter. Please advise me of our next steps to prepare something for the upcoming Parks and Rec Board Meeting.

Sincerely,
Brian Wettstein
Co-owner

The Doggie Door
329 Park Avenue North
Winter Park, FL 32789
407 644 2969
cell 321 278 9937



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

Attorneys at Law

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P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

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

September 16, 2013

Mayor Kenneth Bradley
City Commissioners
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

via email & regular U.S. Mail

Re: Ordinance allowing dogs in Central Park

Dear Mayor and Commissioners:

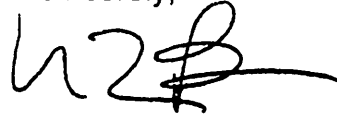
Because of the community interest in the Ordinance that would allow the City Manager to waive the general prohibition against dogs in certain areas of City parks, I have provided you with a copy of my letter to Mr. Knight and Ms. Bonham, along with a redline of the changes made from first reading to the Ordinance regarding this waiver.

I have also included with this correspondence an excerpt from the minutes of your meeting of September 13, 2010. There was discussion regarding the "Dog On It" event on the Cady Way softball field. The event was allowed but it was anticipated that staff would bring back a proposed amendment to address this question, and upon further discussion, staff is recommending that the only dog events allowed in Central Park will be Doggie Howl-o-ween and Doggie Art Festival. These events have been promoted before in Central Park, so this will not represent new activity. And, there is a recommendation to allow up to a maximum of five competitions per year on athletic fields where dogs are otherwise prohibited (but not including Central Park).

September 16, 2013
Page 2

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'U2B' with a stylized flourish extending to the right.

Usher L. Brown

ULB:tla
enclosures

G:\docs\Cities\Winter Park\Ordinances and Resolutions General\Ordinance allowing dogs in parks for special occasions\correspondence\trans.winter park - mayor and commissioners with ordinance changes from first reading.wpd



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Usher L. Brown
Board Certified Civil Trial Law
Board Certified Education Law

ulbrown@orlandolaw.net

September 16, 2013

Randy Knight, City Manager
John Holland, Director of Parks & Recreation
City of Winter Park
401 Park Ave., South
Winter Park, FL 32789

via email & regular U.S. Mail

Re: Ordinance allowing dogs in Central Park

Gentlemen:

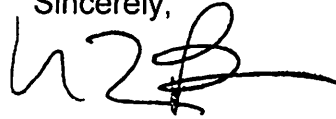
Please see the enclosed revised Ordinance following first reading at the September 9 meeting. This allows the City Manager to make limited special exceptions for dogs. The revisions are summarized as follows:

1. The only dog events in Central Park will be the existing Doggie Howl-o-ween and Doggie Art Festival.
2. Consistent with prior Commission action, a maximum of five (5) dog events may be authorized in athletic areas of parks where dogs are otherwise prohibited, but not including Central Park.
3. I have clarified that dogs must be present as a key component of the event. Therefore, a temporary dog park or dog play date gathering would not be justification to allow dogs in an area otherwise prohibited. Only specific competition, training or display/performance uses may be justification.

September 16, 2013
Page 2

We understand the deadline is fast approaching for this matter to be included in the agenda packet for the next meeting. Let me know if any changes should be made in addition to these.

Sincerely,

A handwritten signature in black ink, appearing to read 'U2B' with a stylized flourish extending to the right.

Usher L. Brown

ULB:tla

Enclosure

cc: City Commissioners
Mayor Kenneth Bradley

G:\docs\Cities\Winter Park\Ordinances and Resolutions General\Ordinance allowing dogs in parks for special occasions\correspondence\ltr.knight and holland with revised ordinance after first reading.wpd

Motion made by Commissioner McMacken to approve Consent Agenda Item e; seconded by Commissioner Dillaha. Upon a roll call vote, Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Consent Agenda Item 'g': Request to suspend the current animal ordinance to allow the Dog On It event in the Cady Way softball field.

Commissioner Anderson questioned the waiving of an ordinance and how it is interpreted. Commissioner Dillaha asked for clarification. Attorney Brown stated that technically they should amend the ordinance and the ordinance needs to contain fairly clear standards so that the City Manager is not waiving the ordinance with his discretion. He said that whenever they want the City Manager to have the authority to waive something, that he should have very clear standards that would allow him to exercise his discretion so that he is not running afoul. He also provided several standards they might want to include.

An overall discussion ensued with the pros and cons with amending the ordinance and the repercussions involved if they change the ordinance versus issuing a waiver. It was noted that it also pertains to many other ordinances. It was mentioned that they could choose to table, deny, approve and do it through the right process. Commissioner McMacken stated that he believes there are two actions, one is the potential to approve this waiver and the second is to grant permission to the City Manager to waive all such events. Mayor Bradley asked to calendar the second item as new business. Mr. Knight acknowledged.

Motion made by Commissioner Dillaha to table this item. The motion failed for lack of a second.

Commissioner Cooper asked Parks and Recreation Director Holland if there is an alternative location that would allow them to comply with the ordinance and still have this event. Mr. Holland noted that they reviewed Fleet Peoples but there is no adequate space and West Meadow is affected by the dog ordinance.

Motion made by Commissioner Anderson to approve the event and direct staff to come back with modifications to the ordinance to allow the approval; seconded by Mayor Bradley.

Commissioner Dillaha suggested using West Meadows because it is an open area and it could possibly have its own set of guidelines that would allow for different types of uses, such as this type of event. Mayor Bradley suggested that staff could work on this matter and bring it back to them.

Commissioner McMacken shared his concerns with waivers being granted for lots of activities in the park or the Christmas parade and does not agree to close them all down until they come up with rewriting ordinances which could take months. He asked Attorney Brown if they are breaking the law for granting a waiver for this item. Attorney Brown stated they are not breaking the law in that sense. He said that clearly staff and the police have the discretion on whether or not to enforce a particular law and that is different from a waiver. He further elaborated on this matter and stated that if they want to be practical and allow for this event, the best approach is Commissioner Anderson's approach to let them know that the ordinance will be amended to

allow for this event so by the time the event occurs, it will be proper under the law to allow for it. There was an overall discussion with regards to rewriting the guidelines for Central Park, West Meadows and the ordinance.

Motion amended by Commissioner Cooper to amend Commissioner Anderson's motion (the last part, with the direction as to what he wanted staff to do). She would prefer to amend that to give the discretion to the City Commission as opposed to trying to write criteria that would address all situations. She said for discussion she has tried to write criteria before and typically what happens is you end up allowing something that you did not want to allow because you have now established a very clear criteria and that becomes very difficult.

Commissioner Anderson restated his motion to approve the venue and to direct staff to come back with empowering actions, whatever those are, to allow that to happen.

Commissioner Cooper withdrew her amendment.

Commissioner Dillaha suggested allowing it for the West Meadow and to set guidelines that would permit this kind of activity with a limit as to how many times a year they would permit it because West Meadow is not a playing field or a playground with young children, which is why dogs are typically permitted in those types of areas. She was in favor of approving the event but wanted to set guidelines for West Meadow which is a special open area that is different from the City's other parks and allow for that type of an event to take place.

Motion amended by Commissioner Dillaha to agree with Commissioner Anderson to approve the event but to approve it in West Meadow and to bring back a very simple amendment to the animal ordinance that would allow for this type of an event to take place in the West Meadow. Motion failed for lack of a second.

Susan Bekaert, Dog On It Agility Club, stated that the parking at West Meadow is not adequate for the anticipated 200 cars and motor homes with dogs expected to attend this event and noted that they have looked at this area but it is not adequate. Commissioner Dillaha asked why is this being held in Winter Park since they do not reside in the City. Ms. Bekaert and Maureen Wagner of Dog On It explained that there is no physical location for their business but the club members are from Winter Park. She also stated that they have dog training on Harpers Road on Tuesday and Thursday evenings from September through May and most of their work is in Winter Park.

Bonnie Jackson, 3009 Temple Trail, spoke in opposition to the event and stated that it is not appropriate.

Joe Terranova, 700 Melrose Avenue, said he agrees with Commissioner Anderson's motion saying it is appropriate and they should approve it and to also look at the entire situation with regards to the ordinances.

Commissioner Anderson asked Mr. Knight if this is a recurring event that has occurred in the past. Mr. Knight stated yes that it is his understanding that it has been in this park and at Lake Island and has switched back and forth. Commissioner Anderson asked if there was a reason

why it is not at Lake Island. Mr. Holland noted that they find the accommodations better at Cady Way; they prefer the enclosed fence area.

Commissioner Dillaha stated that the issue is not about dogs but is about ordinances and there is a responsibility to follow the ordinance. She said that she will not be able to support it because the ordinance has been in place regarding ball fields and recreation areas for years for specific reasons. Commissioner Anderson clarified that this venue was approved by the Parks Board for the Cady Way venue and the motion is to correct the ordinance for this to happen so that it is not in violation of the ordinances which is his intent.

Commissioner Cooper stated that she is comfortable with allowing this event but is not comfortable with routinely violating ordinances or routinely circumventing them. Commissioner Anderson agreed. Commissioner Cooper said because this has gone on for so long is the only reason that she would entertain approving it at this time. She stated that she expects ordinances to be complied with unless there is some overwhelming reason why the ordinance needs to be changed. She stated she would like for them to try to find a field that is the least damaging to the children and that is Mr. Holland's job and she does not want to dictate that. She commented that she will be supporting this particular effort and it is not an indication that she supports amending the City's ordinances for any group that comes to town but will support this because they have a long standing relationship with this group and the precedence has been set that the Parks Board violated the ordinance.

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

A recess was taken from 4:51 p.m. to 5:03 p.m.

Action Items Requiring Discussion:

- a. Approve the first amendment to amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency

This item was tabled and is rescheduled for the September 27, 2010 meeting.

- b. Approve the purchase of the vacant lot at 2225 Howard Drive

This item was tabled and is rescheduled for the October 11, 2010 meeting.

- c. Request for temporary, 3 month Art on the Green exhibition to celebrate the completion of the Central Park renovation project

Ms. Newberg, Public Art Advisory Board, requested a temporary mini "Art on the Green" outdoor sculpture exhibition of three pieces by Barbara Sorensen and Chris Scala to celebrate the completion of the Central Park renovation project. She stated that the artworks' placement will be coordinated through the Parks Department Director so as not to interfere with scheduled event layouts such as the Autumn Art Festival and Windows in the Park site plans. Ms. Newberg gave a PowerPoint presentation illustrating the artwork pieces selected and the bio's

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 18-45 OF THE CODE OF ORDINANCES, TO ALLOW THE CITY MANAGER TO MAKE SPECIAL EXCEPTION FOR DOGS TO BE IN CENTRAL PARK AND OTHER PROHIBITED PARK AREAS FOR SPECIFIC EVENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS AND LEGISLATIVE FINDINGS

WHEREAS, the City of Winter Park has determined based upon information presented by the public and staff that it is in the public interest to allow for the presence of dogs for certain limited times during special events in Central Park or other park areas where dogs are generally prohibited; and

WHEREAS, pursuant to the home rule authority of the City of Winter Park, the City Commission may ordain the circumstances, terms and conditions under which the public parks located of the City may be utilized, and may establish rules and regulations for the use of the City parks; and

WHEREAS, the City Commission finds a valid public purpose in granting to the City Manager the authority to grant special exceptions allowing dogs in areas of the parks that are otherwise prohibited, but only during specific times when special events are scheduled.

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

Section 1. Recitals. The foregoing recitals are hereby adopted and confirmed, and constitute the legislative findings of the City Commission of the City of Winter Park acting in its legislative capacity.

Section 2. Section 18-45 of the Code of Ordinances shall be amended by adding a new subsection “(d)” following language at the end of subsection (c), which new language is shown by underlining, as follows:

“Section 18-45.

(d) Notwithstanding any provision in the Code of Ordinances that generally prohibits dogs in certain parks or areas of parks, the City Manager shall have the authority to allow dogs in specified ~~park~~ areas in ~~, including~~ Central Park, with respect to two (2)

established dog events, Park Avenue Pet Costume Contest and Doggie Art Festival~~by written permission.~~ Such written permission shall have the effect of temporarily waiving the application of the provisions in the Code that otherwise would prohibit the presence of dogs. In addition to the two (2) specified annual events in Central Park, the City Manager shall have the authority to waive the prohibition against dogs with respect to athletic fields in City parks, but not including Central Park, where dogs would otherwise be prohibited, but these events will be limited to a maximum of five (5) events per year. This authority to waive the prohibition is subject to the following procedures, terms and conditions:

- (1) A person or group promoting a special event in a “dog prohibited” area of a City park, ~~including Central Park~~ both with respect to Park Avenue Pet Costume Contest and Doggie Art Festival in Central Park, and for a maximum of five (5) events that may take place in athletic fields other than in Central Park where dogs are prohibited, and who wishes to have dogs present, shall request in writing at least thirty (30) calendar days before the scheduled start of the event, a written waiver from the City Manager that would allow for dogs to be present during the event. Permission will be granted if all of the requirements set out in this section are met, as determined by the City Manager.
- (2) The applicant must demonstrate that the event requires as a key component of the event the presence of dogs for competition, training or display/performance purposes, and that the event will be in conformance with all requirements of the City Code and other applicable laws. It will not be sufficient that a group or promoter wishes to have dogs present merely for social gathering or dog play activities because the City maintains a dog park for those purposes.
- (3) The applicant must identify the date or dates of the special event and the times during which the event will be held. The application will also identify the need for allowing dogs to be present during the event and will identify the specific park area(s) in which the event will be held and for which the presence of dogs is requested.
- (4) The applicant will demonstrate that persons in possession of dogs and the volunteers and staff working for the person or group sponsoring the event will promptly pick up all animal waste using appropriate plastic bags for such

purpose, and will properly dispose of the bags containing the animal waste. The applicant must assure the City Manager that the premises will be kept and maintained clean and free of dog waste during the event, and the group will clean the park land following the conclusion of the event so that it is left in the condition in which it was received, free of dog waste.

(5) The applicant will satisfy the City Manager that dogs will be kept on-leash at all times while on the premises of any City park unless the applicant specifically requests off-leash dogs, in which case off-leash dogs may be allowed but only during such times when the dogs are engaging in competitions, training or performances which require the dogs to be off-leash. ~~If “off leash” is requested, the applicant shall specify the reasons why the request is made.~~ If an applicant requests off-leash time, then he, she or it will identify the periods of time during the special events or performances when dogs may be off-leash. Permission for off-leash, if granted, will be limited to those specific times ~~or~~and events.

(6) If these required conditions are found by the City Manager to be satisfied, he shall issue a written waiver specifying the specific areas, dates and times during which dogs may be permitted in areas of the parks, including Central Park, where dogs are otherwise prohibited. The permission to have dogs will be subject to these requirements being adhered to during the event, and the waiver may be revoked immediately upon a finding of a violation. If the applicant has requested, and the City Manager has agreed, to grant a waiver that dogs may be off-leash, then the written permission shall refer to the events and the approximate times when dogs may temporarily be off-leash.

The City Manager may add any other appropriate condition within his discretion that he determines will promote the public interest.

(7) ~~The City Manager only has the authority to waive the prohibition against dogs a maximum of two (2) times for two (2) special dog related events during each twelve (12) month period of time.~~

~~(8)~~ Dogs will continue to be prohibited as provided in Chapter 18 of the Code of Ordinances except to the extent the City

Manager has granted a limited waiver in accordance with the requirements of this section.”

(8) Under no circumstances will there be a waiver of fees for a dog event that is allowed pursuant to this section.

Section 3. Codification and Incorporation Into the Code. This Ordinance shall be incorporated into the Winter Park City Code, at subsection 18-45(d). 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 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, facial or other reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the ____ day of _____, 2013.

Mayor Kenneth W. Bradley

ATTEST:

Cindy Bonham, City Clerk

First reading: _____

Second reading: _____



city commission public hearing

item type	Public Hearing	meeting date	September 23, 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	4-0 final vote

Subject: Request of the Winter Park Racquet Club for Conditional Use Approval to add a new tennis court and revise their parking layout at 2111 Via Tuscany.

The Winter Park Racquet Club is requesting Conditional Use approval to add a new tennis court and to revise their parking lot/drives on their property at 2111 Via Tuscany. The WP Racquet Club is zoned Parks and Recreation (PR) and within that zoning district, private clubs such as golf clubs (WP Pines) or tennis clubs (Racquet Club) are conditional uses. The WP Racquet Club has submitted a site plan or construction plan and a landscape plan to illustrate the work to be done.

Planning and Zoning Board Recommendation:

Motion made by Randall Slocum, seconded by Shelia De Ciccio to approve the request to amend the conditional use approval for the existing facilities and operations of the Winter Park Racquet Club in order to add a new tennis court and to re-arrange their parking and driveways on their property. Motion carried unanimously with a 4-0 vote.

Summary:

The new tennis court is to be built out front on the Via Tuscany frontage. It is located in between the entrance and exit drives. In order to get as close as they can to the standard 120 foot length of a tennis court, the drive on the north side is being shifted slightly toward the pond. The tennis court will have the standard ten foot tall green colored chain link fence surrounding it. The landscape plan indicates conceptually how the view of the tennis court fencing from Via Tuscany will be buffered by two new bismark palms, four new oak trees and other landscaping.

The other parts of the project are the modifications to the parking lot and the driveway configuration. The number of paved parking spaces is being increased from 85 spaces to 134 spaces. The site plan shows in shaded color where the new pavement is being located. Parking is also being gained is by shifting angle spaces to 90 degree parking which is a more efficient layout. The plan is splitting the combination entrance/exit driveway that exists now out front on Via Tuscany into a separate entrance and exit driveway for safer traffic flow.

The plans show new or expanded storm water retention/treatment areas. These will serve both the parking lot drainage and the tennis court drainage. Staff understands the issues with the "clay water" drainage and has been working with the Racquet Club over the years in minimizing the clay seepage into the natural pond out front by Via Tuscany. This project will include the installation of a separator device to help keep the clay out of the pond.

The existing unpaved overflow parking lot area, south of the tennis courts, is being re-landscaped on the east and south boundaries to better buffer the neighbors. It will continue to be used for boat trailer parking for members that use the boat ramp. With the net increase in paved parking of 49 spaces, there should be much less need of this area as overflow parking for members.

Overall, this project should be of benefit to the Racquet Club members (and neighbors) by expanding the number of on-site paved parking spaces. The storm water drainage impacts are being properly engineered. The new tennis court will be buffered with landscaping and the entrance/exit made safer for all.

The adjacent neighbor to the south of the entrance/exit at 2011 Via Tuscany (Sutton's) sent to the City a letter outlining their requests. Those requests are reasonable and have been agreed to by the Racquet Club.

August 27, 2013

City of Winter Park- Planning and Zoning Board
401 South Park Avenue
Winter Park, FL 32789

Members of the Planning and Zoning Board:

We are the owners of the property located at 2011 Via Tuscany in Winter Park. Our property is adjacent (on its north and west sides) to property of the Winter Park Racquet Club (WPRC). We understand that the WPRC plans to construct a new tennis court on its property, relocate a driveway, a portion of which lies within an easement on our property, and make changes to landscaping (the Project).

We have reviewed the site plan for the Project prepared by Madden Moorhead and Glunt, Incorporated dated August 16, 2013 (page 4 of 8), a copy of which is attached to this letter (the Site Plan).

We do not object to the Project provided:

1. The Project is built as shown on the Site Plan;
2. No paved surface, driveway, etc., is constructed any nearer to our property than currently exists, other than improvements that are within the city's right-of-way;
3. That no improvements on our property, including landscaping, trees or hedges, are damaged in the construction process;
4. That a detailed final landscaping plan for the areas within or adjacent to our property, including types of plants, spacing and size of plants, is approved by us prior to commencement of construction of the Project; and
5. That any changes to the Project from what is shown on the Site Plan are subject to our further approval.

Should you need to contact us concerning this matter, please call us at one of the numbers shown below.

Sincerely yours,



William David Sutton
(407) 758-4110



Paula J. Shives
(407) 701-9683

2011 Via Tuscany
Winter Park, FL 32789

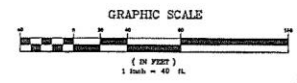
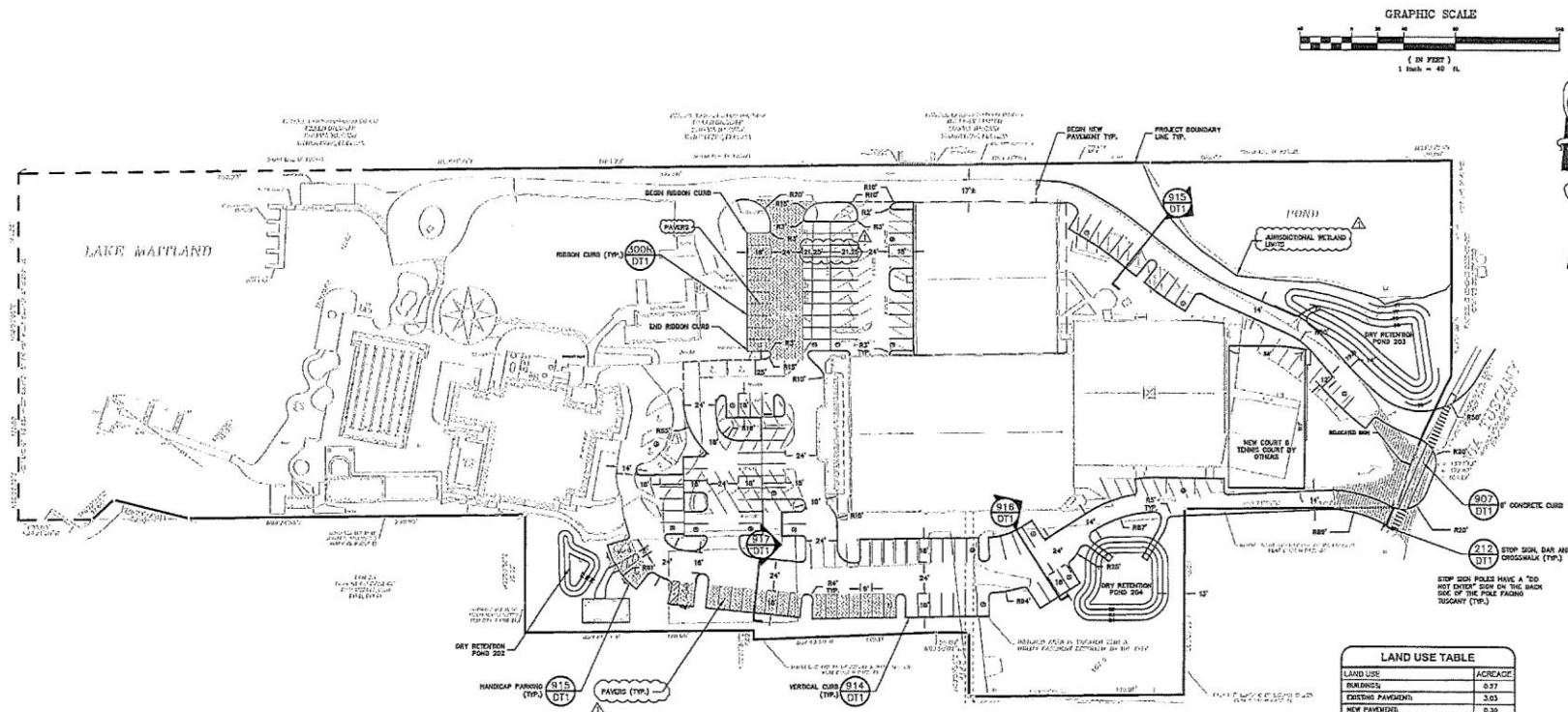
OCPA Web Map

Florida Turnpike	Major Road	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Road	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital	



OCPA Web Map	Major Road	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Public Road	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital





LAND USE TABLE	
LAND USE	ACREAGE
BUILDINGS	0.97
EXISTING PAVEMENT	3.63
NEW PAVEMENT	0.39
OPEN AREA	2.87
LAKES	1.81
TOTAL	9.66

- GENERAL NOTES:**
1. TOTAL PROJECT ACREAGE: 27.26 ACRES
 2. EXISTING ZONING: PS
 3. FUTURE LAND USE: OPEN SPACE RECREATION
 4. SEWER & WATER TO BE PROVIDED BY THE CITY OF WINTER PARK
 5. POWER TO BE PROVIDED BY THE CITY OF WINTER PARK
 6. TELEPHONE TO BE PROVIDED BY CABLE
 7. TOTAL IMPERVIOUS AREA:
 - BLDG = 0.97AC
 - EXIST. / NEW PAVED = 4.02AC
 - TOTAL IMPERVIOUS AREA = 4.99AC

PARKING CALCULATIONS:

RACQUET CLUB REQUIRED PARKING:
 (200 / 250 S.F.) = 0.8
 (1,500 / 250 = 6) SPACES REQUIRED
 TOTAL = 70 SPACES REQUIRED

(200 PER TONING COURT)
 (6 COURTS) = 24 SPACES REQUIRED
 TOTAL = 94 SPACES REQUIRED

TOTAL SPACES PROVIDED:	103 SPACES (6'x18')
REGULAR SPACES:	22 SPACES (8'x12'-50')
PARALLEL:	5 SPACES (10'x18')
HANDICAP:	2 SPACES (12'x18')
EXISTING HANDICAP:	2 SPACES (12'x18')
TOTAL:	134 SPACES PROVIDED

MADDEN
 REGISTERED PROFESSIONAL
 CIVIL ENGINEER
 431 E. Morella Avenue
 Suite 300
 Maitland, Florida 32751
 (407) 829-8330

SITE PLAN
 FOR
WINTER PARK RACQUET CLUB
 CITY OF WINTER PARK, FLORIDA

WINTER PARK RACQUET CLUB
 1000 WINTER PARK AVENUE
 WINTER PARK, FLORIDA 32789
 (407) 844-2228

ENGINEER IN CHARGE:
 DAVID F. BLUNT, P.E. 407-839-
 MEMBER OF AMERICAN SOCIETY OF CIVIL ENGINEERS

REVISION	DATE	BY	APP'D
1	08/26/13	JAS	DFC

JOB # 12010
 DATE 08/26/13
 SCALE 1" = 40'
 DESIGNED BY JAS
 DRAWN BY JAS
 APPROVED BY DFC

LANDSCAPE PLAN



PLANT LIST

Symbol	Botanical Plant Name	Common Plant Name	Description
AI	Trachelospermum asiaticum	Asiatic Jasmine	1 gallon, 12" oc
AL	Alpinia zerumbet	Variiegated Ginger	3 gallon, 30" oc
AZ	Rhododendron x 'fashion'	Azalea, Fashion	3 gallon, 18" oc
BFL	Dianella tasmanica	Blue Flax Lily	1 gallon, 18" oc
BU	Bulbine frutescens	Bulbine	1 gallon, 12" oc
BX	Boxwood microphylla	Boxwood	7 gallon, 24" oc
BZ	Bismarckia nobilis	Bismark Palm	10" CT
CM	Crape Myrtle 'Tuscarora'	Tuscarora Crape Myrtle	10'-12" OH
IR	Neomaria caerulea 'Regina'	Regina Iris	1 gallon, 12" oc
LI	Ligustrum japonicum	Wax Leaf Privet	8' x 8", Multi-Trunk
PO	Podocarpus macrophyllus	Japanese Yew	8' Hedge
PS	Phoenix sylvestris	Sylvester Palm	8'-10' CT
QV	Quercus virginiana	Live Oak	4'-6" Cal, replacement trees
SC	Ilex vomitoria 'Schilling's'	Schilling Globes	15 gallon
SP	Juniperus chinensis 'Spartan'	Spartan Blue Juniper	8' OH
SR	Serenoa repens 'cineria'	Silver Saw Palmetto	2' x 2' min.
TX	Taxodium distichum	Bald Cypress	14' OH



Winter Park Racquet Club



July 2013



CITY OF WINTER PARK Planning & Zoning Board

Regular Meeting
City Hall, Commission Chambers

September 3, 2013
6:15 p.m.

MINUTES

Chairman Johnston called the meeting to order at 6:15 p.m. in the Commission Chambers of City Hall. Present: James Johnston, Chairman, Randall Slocum, Sheila De Cicco, Ross Johnston. Absent: Peter Weldon, Tom Sacha, Peter Gottfried, and Robert H. Staff: Planning Manager Jeffrey Briggs and Recording Secretary Lisa Smith.

Approval of minutes – August 2, 2013

Motion made by Mr. Slocum and seconded by Mrs. De Cicco to approve the August 6, 2013, meeting minutes. Motion carried unanimously with a 4-0 vote.

PUBLIC HEARINGS

REQUEST OF THE WINTER PARK RACQUET CLUB TO AMEND THEIR CONDITIONAL USE APPROVAL FOR THE EXISTING FACILITIES AND OPERATIONS OF THE WINTER PARK RACQUET CLUB IN ORDER TO ADD A NEW TENNIS COURT AND TO RE-ARRANGE THEIR PARKING AND DRIVEWAYS ON THEIR PROPERTY 2111 VIA TUSCANY, ZONED (PR) PARKS AND RECREATION.

Planning Manager Jeffrey Briggs gave a staff report and explained that the Winter Park Racquet Club is requesting Conditional Use approval to add a new tennis court and to revise their parking lot/drives on their property located at 2111 Via Tuscan. He said that the subject property is currently Parks and Recreation (PR) and within that zoning district, private clubs such as golf clubs (WP Pines) or tennis clubs (Racquet Club) are conditional uses. The WPR Racquet Club has submitted a site plan/construction plan and a landscape plan that illustrate the work to be done. He said that the new tennis court is to be built out front on the Via Tuscan frontage which is located in between an entrance and exit drives and in order to get as close as they can to the standard 120 foot length of a tennis court, the drive on the north side is being shifted slightly toward the pond. The tennis court will have the standard ten foot tall green colored chain link fence surrounding it. The landscape plan illustrates conceptually how the view of the tennis court fencing from Via Tuscan will be buffered by two new bischoff palms, four new oak trees and other landscaping.

Mr. Briggs explained that the other parts of the project are the modifications to the parking lot and the driveway configuration. The number of paved parking spaces is being increased from 85 spaces to 134 spaces. The site plan shows in shaded color where the new pavement is being located. He said that parking is also being gained by shifting angle spaces to 90 degree parking which is a more efficient layout. Further, the plan is splitting the combination entrance/exit driveway that exists now out front on Via Tuscan into a separate entrance and exit driveway for safer traffic flow. The plans show new or expanded storm water retention/treatment areas. These will serve both the parking lot drainage and the tennis court drainage. He said that staff understands the issues with the "clay water" drainage and has been working with the Racquet Club over the years in minimizing the clay seepage into the natural pond out front by Via Tuscan.

The existing unpaved overflow parking lot area, south of the tennis courts, is being re-landscaped on the east and south boundaries to better buffer the neighbors. It will continue to be used for boat trailer parking for members that use the boat ramp. With the net increase in paved parking of 49 spaces, there should be much less need of this area as overflow parking for members.

Mr. Briggs said that notices have been mailed to all property owners within 500 feet and also that the Racquet Club has also reached out to the adjacent neighbors. Mr. Briggs stated that overall this project should be of benefit to the Racquet Club members (and neighbors) by expanding the number of on-site paved parking spaces. The storm water drainage impacts are being properly engineered. The new tennis court will be buffered with landscaping and the entrance/exit made safer for all. The adjacent neighbor to the south of the entrance/exit at 2011 Via Tuscany (Sutton's) sent to the City a letter outlining their requests. Those requests are reasonable and are not in conflict with what is being proposed by the Racquet Club and the Club agrees to honor them. He said that the concerns raised by the neighbors have been resolved prior to the time of the public hearing. Staff recommendation is for approval.

Jim Van Buren, General Manager of the Racquet Club, represented the Winter Park Racquet Club. He stated that they are in agreement with the contents of the staff report. He stated that they have met with the neighbors and they have had an opportunity to review the plan and the concerns have been resolved. No one wished to speak in favor of or in opposition to the request. David Glunt, project engineer from Madden Engineering answered questions posed by Board members.

No one wished to speak concerning the request. Public Hearing closed.

The Board members briefly discussed the application and agreed that the additions and modifications were compatible with the area and did not have any negative impact on adjacent neighbors.

Motion made by Randall Slocum, seconded by Shelia De Ciccio to approve the request to amend the conditional use approval for the existing facilities and operations of the Winter Park Racquet Club in order to add a new tennis court and to re-arrange their parking and driveways on their property.

Motion carried unanimously with a 4-0 vote.

NEW BUSINESS:

Mrs. De Ciccio asked if the monthly work session could be moved to the last Tuesday of the month. None of the Board members present expressed opposition to her request.

Motion made by Shelia De Ciccio, seconded by James Johnston to change the P&Z work sessions to the 4th Tuesday of the month at noon. Motion carried unanimously with a 4-0 vote.

Date of Next Work Session Meeting: Tuesday, September 24, 2013 at 12:00 Noon.

Date of Next Regular Meeting: Tuesday, October 1, 2013 at 7:00 p.m.

There was no further business. Meeting adjourned at 6:50 p.m.

Respectfully submitted,

Lisa M. Smith
Recording Secretary



city commission public hearing

item type	Public Hearing	meeting date	September 23, 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	final vote

Subject: Request of the Polasek Museum for approval to relocate the Capen House on Interlachen Avenue to the Polasek Museum at 633 Osceola Avenue and to amend the existing Development Agreement to revise the number of weddings/receptions and other events that may be held on the Polasek Museum property, zoned (PQP).

Planning and Zoning Board Recommendation:

The Planning Board meets at 12:00 Noon on Monday, September 23rd to review the request and render a recommendation. Staff will present their recommendation at the City Commission public hearing.

Summary:

The Albin Polasek Museum and Sculpture Garden is requesting approval to relocate the Capen House from Interlachen Avenue onto the Museum grounds at 633 Osceola Avenue and to amend the existing Development Agreement to provide additional latitude on the number of rental events that may be held on-site involving more than 50 persons. The Polasek Museum is zoned Public, Quasi-Public (PQP) and within that zoning district, museums are a permitted use but their specific use is subject to the terms of the Development Agreement entered into on November 29, 2000 when the property was rezoned from Single Family Residential (R-1AA) to PQP.

Capen House Relocation: The historic Capen-Showalter house is proposed to be moved across Lake Osceola by barge to the eastern portion of the Museum property as depicted on the attached site plan. There was a house on that site (formerly 667 Osceola) that was torn down when purchased by the Polasek Museum in 2000 and incorporated into the overall museum grounds. Approval of this relocation is required because it is a change to the original development plan (Exhibit A) and because the Planning Board must review and approve all development on lakefront lots in the City per Section 58-87.

The lakefront review criteria are 1) impact on existing trees, 2) storm water retention, 3) views from the lake; and 4) protection of views of the neighbors. This is a very heavily wooded lot. As a result, there are ten trees that will be removed for the location of the Capen House and four trees to be removed in order to get the barges into the property and launched into the lake for the move. It is not shown on the site plan but there will need to be a new storm water swale as required by code for the new runoff and there is ample lakefront area to accommodate

that feature. Views from the lake of the home will be significantly buffered by other existing trees. Views of the lake by the neighbors to the east at 675 Osceola Avenue (Beneker's) will be impacted, as the Capen house will be closer to the lake as shown on the site plan than their home in part due to the contour of the shoreline. The house could be moved further back on the lot but the Museum is trying to preserve the entire parking area out front and still have some "front yard" in front of the Capen house.

Development Agreement amendments: The proposed Development Agreement, as requested to be amended, is attached with the changes indicated in "track changes". Most of the changes are updates to the Agreement and do not change the essential operations or conditions. The move of the Capen house to the Polasek Museum is being done in part for historic preservation but the other main reason is to provide the Museum a new rental facility for wedding/receptions and other events as a rental income generator for the Museum and to contribute to the maintenance of the two historic properties. The Polasek Museum is very limited at present in accommodating events because virtually all of the indoor space is museum display area. The addition of the Capen House provides event rental space that does not exist today, and the income will contribute to the sustainability of both historic buildings.

This is a very similar situation to the arrangement at Casa Feliz. In both circumstances the location is in close proximity to residential neighbors. As a result, there are limitation agreements in place on both facilities with respect to the number of attendees, parking and the hours of operation.

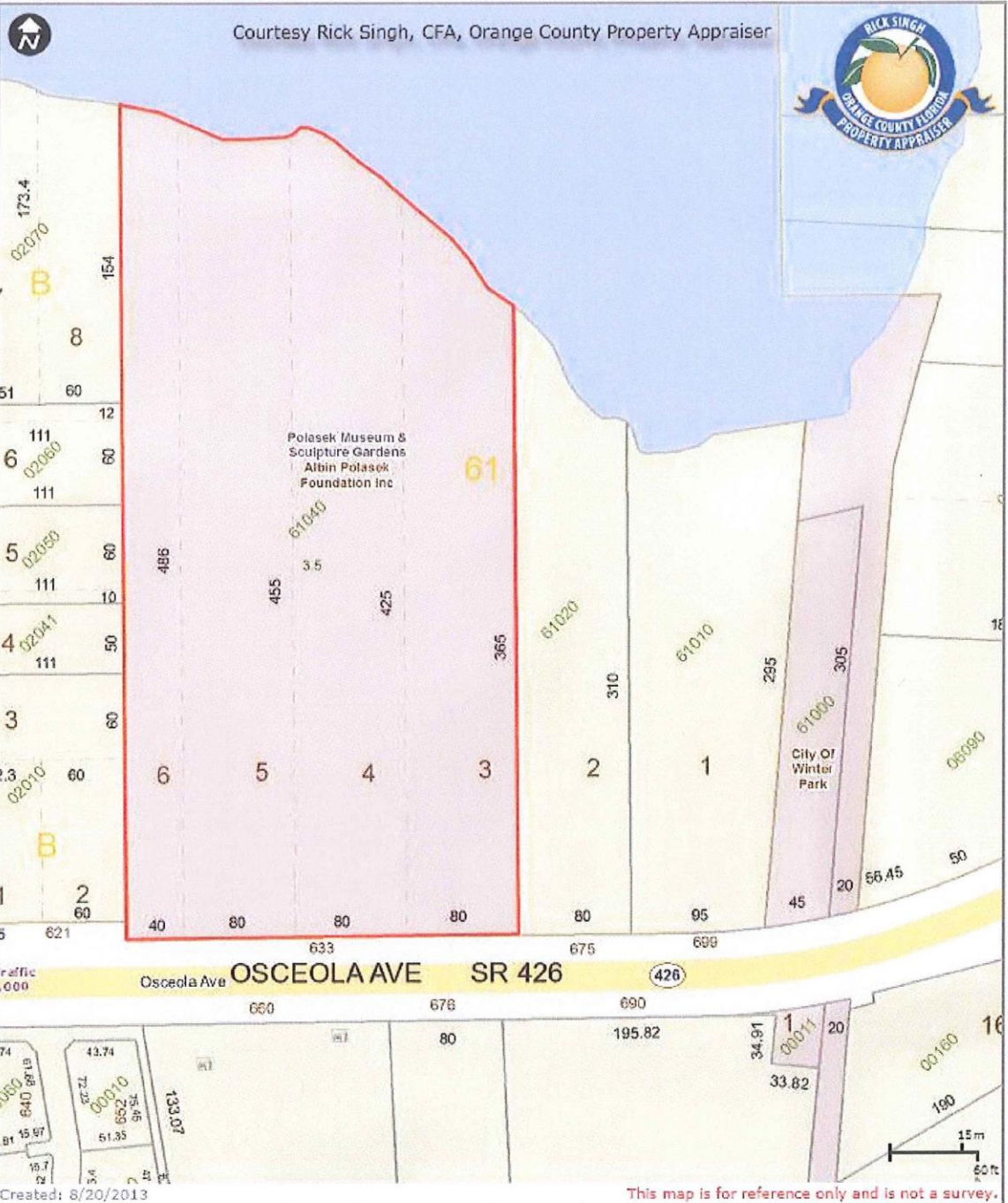
	Friends of Casa Feliz	Polasek Foundation Request
Use	Historic house museum, meeting space, social events, luncheons, dinners, receptions and educational and cultural events.	2 historic house museums, cultural and educational activities galleries, sculpture garden, office for the Foundation, residence for artist, groundskeeper or security guard, boat dock, gift store, kitchen, museum storage, tea room educational classrooms, work rooms, auditorium/meeting rooms, pavilions and parking.
Number of events	Unrestricted.	Unrestricted.
Parking	5 reserved spaces per agreement. Secondary use of Country Club parking when available. Per <i>tenant regulations</i> , off-site parking may be arranged as needed through the Event Designer.	95 spaces on site. All events expecting 190 guests and all events anticipating more than 50 cars must contract with the Museum's parking vendor. No side street parking allowed.
Noise	Per <i>tenant regulations</i> , amplified music is not allowed outside except for wedding ceremonies only. All other amplified music must be played indoors. If police are called because of noise, the security deposited will be forfeited and the event may be shut down. DJ's must	No amplified sound on the exterior except for Polasek Museum events which shall not exceed four events per year.

	come from an approved list. Bands cannot exceed four members.	
Hours for events	Events must end by 10:00 p.m. Sunday through Thursday, and 10:30 p.m. Friday and Saturday.	Events may start no earlier than 9:00 a.m. and end by 10:00 p.m.






















The Polasek Museum is content to keep the existing restrictions that limit events to no later than 10:00 pm and to maintain the prohibition of amplified music outdoors. However, the current Agreement also limits the number of events with groups over 50 persons to no more than twelve (12) events a year. This is the primary limitation that the Polasek Museum would like to have removed. Casa Feliz has been able to operate with those restrictions while being a good neighbor in a residential area.

OCPA Web Map

	Florida Turnpike		Public Road		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Park	6	Lot Number
	Interstate 4		Gated Road		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers	06060	Parcel Number
	Toll Road		Road Under Construction		Block Line		Commercial/Institutional		Hydro		Building	3106	Parcel Address
					Lot Line		Governmental Institutions/Misc		Waste Land		Block Number	111.9	Parcel Dimension



OCPA Web Map

	Florida Turnpike		Public Road		Proposed Road		Residential		Commercial/Industrial/Vacant Land/Agricultural Curtilage		Park	6	Lot Number
	Interstate 4		Gated Road		Brick Road		Agriculture		Hydro		Lakes and Rivers	06060	Parcel Number
	Toll Road		Road Under Construction		Block Line		Commercial/Institutional		Waste Land		Building	3106	Parcel Address
			Lot Line		Governmental/Institutional/Misc						Block Number	111.9	Parcel Dimension



Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 8/20/2013

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



POLASEK MUSEUM SCULPTURE GARDEN SITE PLAN

PREPARED BY AND RETURN TO:

Jeffrey Briggs, Planning Manager
City of Winter Park
401 Park Avenue
Winter Park, FL 32789
(407) 599-3440

ALBIN POLASEK FOUNDATION

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED ALBIN POLASEK FOUNDATION DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013, by and between the CITY OF WINTER PARK, FLORIDA, a municipality of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789, and the ALBIN POLASEK FOUNDATION, INC., a Florida not-for -profit corporation, whose street address is 633 Osceola Avenue, Winter Park, Florida and whose mailing address is Post Office Box 1691, Winter Park, Florida 32790 (the "Foundation").

WITNESSETH:

WHEREAS, the Foundation is currently the owner in fee simple of certain real property and has entered into a contract to acquire additional property, all located within the City of Winter Park, Orange County, Florida, more particularly described as: Lots 3, 4, 5 and 6, Block 61, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida (the "Subject Property"); and

WHEREAS, the Subject Property currently holds Foundation buildings and other facilities primarily related to the Foundation's operation of the Albin Polasek Museum and Sculpture Gardens, that are to undergo further development following approvals by the City; and

WHEREAS, the Albin Polasek Museum and Sculpture Gardens has operated at this location since Albin and Emily Polasek founded the organization in 1961, and

WHEREAS, it is in the interest of the City of Winter Park to have significant cultural facilities operating within the corporate city limits, and

WHEREAS, it is intended that Museum and Sculpture Gardens be allowed to continue to operate as a viable museum, educational and -cultural institution at its present location, and

WHEREAS, the Foundation's future development plans will be phased over a number of years and there is a need for certainty that all phases may be undertaken given the continuing evolution of concurrence and other land development regulations; and

WHEREAS, the City desires to review and approve the plans for the development of the Subject Property as part of an overall Master Plan versus in a piecemeal fashion so that adequate public facilities may be planned; and

WHEREAS, the Foundation and the City desire to recognize the relocation to and the addition and preservation of the Capen House on the Subject Property and desire to amend and restate the original Development Agreement approved on November 29, 2000 and amended on October 25, 2004 with this new Amended and Restated Development Agreement which outlines the adaptive reuse of that historic structure to meet the needs of the Foundation while maintaining compatibility of that usage with the surrounding residential environment.

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein, the parties hereby agree as follows:

1. **DEVELOPMENT AUTHORITY:** The City acknowledges and commits to approve and permit the development of the Subject Property as outlined in this Development Agreement. ~~the development plans (the Master Plan) which is attached hereto as~~

~~Exhibit “A” and by this reference made a part hereof. The City and the Foundation agree to be bound by the development proposed in the Master Plan.~~ The Foundation acknowledges and agrees that each development or phase of the Master Plan shall satisfy the City’s land development regulations in effect at the time of development in particular with regard to infrastructure, utilities and other building code standards. The City shall not be empowered to impose land development regulations or standards however, that would require a reduction in the overall density/intensity parameters agreed upon in the Master Plan. ~~In consideration of this agreement, the City has made the following necessary adjustments to the Comprehensive Plan, and Zoning Ordinance:~~

~~The Comprehensive Plan shall be changed from Single Family Residential to Community Services on the properties at 633 and 667 Osceola Avenue.~~

~~The Official Zoning Map shall be changed from Lakefront (R-1AAA) to Public, Quasi Public (PQP) on the properties at 633 and 667 Osceola Avenue.~~

~~The Zoning Code text shall be changed within the Public Quasi-Public (PQP) District to add a permitted use for museums.~~

2. **PERMITTED USES:** The following describes the uses to be permitted on the Subject Property, ~~as otherwise shown on Exhibit A:~~ museum, galleries, sculpture garden, offices for the Foundation, museum or other non-profit activities, residence and studio for artist, residence for grounds keeper, or security guard, boat dock, gift store (limited to 600 square feet), catering kitchen, museum storage, [educational classrooms](#), work rooms, auditorium/meeting rooms, pavilions and parking.
3. **MASTER PLAN:** The Subject Property shall be developed in accordance with [the](#)

City's Land Development Code except for the provisions outlined below. ~~that certain Preliminary Master Plan dated _____, 2000 attached hereto as Exhibit A.~~

~~The City and Foundation acknowledge and agree that this Agreement and the Master Plan are intended to describe the overall development on the properties including development densities, intensities, heights and general locations. The Foundation acknowledges that no development can occur that exceeds in density, intensity or building height, the development proposed in the Master Plan; nor can there be any substantial change from the Master Plan without first receiving an amendment to this development plan through the normal public hearing process of the City of Winter Park. As pertaining to specific building locations a substantial change shall be defined as one in which the building location is altered more than twenty five feet in either direction and not violate agreed to set back requirements.~~ The City and the Foundation further agree that it is not the intent of this Developers Agreement to regulate the placement of sculptures, garden elements, pergolas, trellises and landscape on the grounds of the subject property. Specifically, the following elements are agreed to:

1. The ~~existing apartment building located on the~~ property at 663 Osceola Avenue may be utilized for the relocation of the Capen House and use by the Foundation as outlined in this Agreement ~~will be demolished.~~
2. The total floor area ratio for the subject property will not exceed 0.30, same as is permitted in the R-1AAA residential zoning classification.
3. The height of all new structures shall not exceed 40 feet in height except for architectural features, parapets or other appendages to buildings which may be allowed an additional height, same as is permitted in the R-1AAA zoning classification, subject to the approval of the Planning and Zoning Commission.
4. Buildings, accessory structures, patios, decks, driveways and other impervious surfaces shall not cover more than 45 percent of the total land area of the subject property, same as is permitted in the R-1AAA zoning

- classification.
5. Setbacks shall conform to the standards of the R-1AAA district.
4. **PHASING:** The relocation of the Capen House does not ~~Preliminary Master Plan depicted in Exhibit "A"~~ illustrates an end state or complete build-out for the Subject Property which may not be achieved for a number of years or decades depending on the Foundation's ability to raise capital. ~~First Phase improvement to the property are depicted in Exhibits "B"~~.
5. **SPECIAL CONDITIONS:** These special conditions shall also apply to the Foundations' use of the Subject Property:
1. The Foundation will establish a Neighborhood Relations Committee to be composed of representatives of the Polasek Museum and affected residents in order to insure that Museum activities are harmonious with neighboring residences. The Committee shall consist of not less than three and no more than seven members who shall be appointed in accordance with the Bylaws of the Foundation; provided that representatives of the Polasek Museum shall not compose a majority of members. Affected resident members shall be selected by those residents. The Foundation agrees to provide the City a list of members of the Committee and to keep the same current. The Committee will report to the City Commission by the end of the first year of the date of the Agreement as to the effectiveness of the conditions for adjacent residents and annually thereafter. The Foundation agrees to amend its Bylaws as required to provide for the Neighborhood Relations Committee as referenced herein.
 2. ~~The only outdoor rental activities to third parties permitted are wedding ceremonies and receptions. There may be no more than twelve (12) per year outdoor weddings and receptions a year, excluding weddings and receptions of less than 50 persons in attendance.~~
 2. There is to be no amplified sound on the exterior, except for Polasek Museum events, which shall not exceed four (4) events with amplified sound per year.
 3. ~~Each event with amplified sound shall have the prior approval of the City Commission.~~
 - 4.3. ~~The~~ The Polasek Museum shall require all activities of the Museum or rental clients Foundation which shall not rent the facility for, or hold events that are are anticipated to have more than twice the number of attendees than there are available (95) parking spaces, to use ing on-site parking facilities and/or additional off-site parking facilities. All events

anticipating more than 50 cars shall require client contract with Museum's approved valet parking vendor. Off-site parking facilities shall be within 2,000 feet of the premises, unless otherwise approved by the City Commission. There shall be a designated interior bus parking area toward the center of the site. For all events anticipated to have an excess of available onsite parking, the Museum shall post signs on adjacent residential Osceola Circle notifying there will be NO MUSEUM EVENT PARKING(The purpose of this condition is to control parking impacts on adjacent local residential streets.)

- ~~5.4.~~ All contracts for the rental or use of the Museum or for the Museum sponsored events shall provide that off-site parking on residential streets is prohibited, and that all parking shall be on-site or in additional off-site parking facilities for all cars, trucks, buses or other service vehicles. Off-site parking facilities shall be within 2,000 feet of the premises, unless otherwise approved by the City Commission. (The purpose of this condition is to control parking impacts on adjacent local residential streets.)
- ~~6.5.~~ The hours of all outdoor events shall commence no earlier than 9:00 a.m. and must be concluded by not extend beyond 10:00 p.m., including the break down and loading of event facilities.
- ~~7.6.~~ Indoor event set-up and take-down shall only occur during the hours of 8:00 am and 10:00 pm. Outdoor set-up and take-down shall occur only between the hours of 9:00 a.m. and 10:00 p.m. All event related vehicles and guests shall be off-site by 10:00 p.m.
- ~~8.7.~~ For tented events occurring during a weekday (Monday through Thursday) the tents shall be removed no later than the day after the event. For tented events occurring on the weekend (Friday, Saturday or Sunday) tents shall be removed no later than Monday.
- ~~9.8.~~ There shall be planted five (5) foot landscape buffers with screening material (trees and hedges) along both east and west property lines, provided the adjacent property owners concur.
- ~~10.~~ The tea room hours of operation shall be no earlier than 10:00 a.m. and no later than ~~95:00~~ 9:00 p.m. ~~The Polasek Museum shall not serve alcoholic beverages as part of their management and operation of the Tea Room shall only be allowed for those Museum related events approved by the City Commission.~~
- ~~11.~~ ~~No future property expansions will be allowed.~~
- ~~12.9.~~ Prior to the relocation of the museum entrance and exit points, the Museum will provide to the City a professional detailed engineering study analyzing the sight distance requirements and safety conditions for vehicles exiting the Museum.

6. **TRANSFER OF DEVELOPMENT RIGHTS AND USES:** The Foundation hereby transfers, assigns and sets over to the City any and all development rights and uses in or pertaining to the Property other than for use as a museum facility and ancillary uses defined here within this Agreement in accordance with this approval and other applicable ordinances, rules and regulations of the City.
7. **CONSENT TO LAND USE CHANGE:** In as much as the City in the Year 2001 pursuant to the original November 29, 2000, Development Agreement, changed the changed the City's Zoning Code to make museums a permitted use in the Public, Quasi-Public (POP) zoning district and also changed the Comprehensive Plan, future land use plan map and the Official Zoning Map from single family designations to Institutional future land use and Public, Quasi-Public (POP) zoning for the Subject Property in order to eliminate the then nonconforming use of the property and bestow permitted use status to the Albin Polasek Museum and Sculpture Gardens, and as such the Owner continues to agree and consent to the City, by its own administrative or other action, re-zoning the Subject Property to Single-Family Residential (R-1AAA) District, or other such zoning designation as permits no more than single-family residential use, and further amending the Future Land Use Map designation for the Subject Property to Single-Family Residential, in the event the Subject Property ceases to be used as a museum facility in accordance with this agreement and other applicable ordinances, rules and regulations of the City. In such event, the Foundation waives any claim it may have under Chapter 70, Florida Statutes, The Bert J. Harris Private Property Rights Protection Act.

8. **COVENANT:** The foregoing transfer of development rights and uses, and consent to land use change shall be deemed binding covenants and restrictions, running with the Subject Property, in favor of and enforceable by the City.
9. **BINDING EFFECT:** This [Amended and Restated](#) Development Agreement shall be binding upon Owner and its successors and assigns in interest and all other parties acquiring any interest in the Subject Property, and shall inure to the benefit of the City.
10. **IMPACT AND OTHER DEVELOPMENT FEES:** The Foundation acknowledges and agrees that the City may enact or change City-wide impact fees and other development and permit fees during the term of this Agreement. Nothing shall be interpreted to exempt this development from new fees or from changes in fee rates that may occur over the term of this Agreement.
11. **AUTHORITY:** Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this [Amended and Restated Development](#) Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this [Amended and Restated Development](#) Agreement have been taken, obtained or followed, as the case may be, and that upon execution of this [Amended and Restated Development](#) Agreement by both parties, this [Amended and Restated Development](#) Agreement shall be valid and binding upon the parties hereto and their successors in interest.
12. **GOVERNING LAW:** This [Amended and restated Development](#) Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. **AMENDMENT:** This [Amended and Restated Development](#) Agreement may be amended or canceled in writing by mutual consent of the City and the Foundation, subject to the public hearing requirements of the City Code and Florida Statutes.
14. **SUCCESSORS AND ASSIGNS:** This [Amended and Restated Development](#) Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Foundation and their respective successors in interest, and the terms and conditions of this [Amended and Restated Development](#) Agreement similarly shall be binding upon the Subject Property and shall run with title to the same.
15. **RECORDING:** This [Amended and Restated Development](#) Agreement shall be recorded by the City, at the Foundations' expense, among the Public Records of Orange County, Florida.
16. **SEVERABILITY:** If any provisions of this [Amended and Restated Development](#) Agreement are to be illegal or invalid, the other provisions of this agreement shall remain in full force and effect.
17. **EFFECTIVE DATE:** This [Amended and Restated Development](#) Agreement shall be effective upon the date at which it becomes executed by both parties.

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

Signed, sealed and delivered
in the presence of

CITY OF WINTER PARK, FLORIDA
A municipal corporation

By: _____

Its: _____ Mayor _____

Date Executed: _____

ALBIN POLASEK FOUNDATION, INC.

By: _____

Its: _____ President _____

Date Executed: _____



city commission public hearing

item type	Public Hearing	meeting date	September 23, 2013
prepared by department division	John Holland Parks and Recreation Cemeteries	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Parks and Recreation Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

subject

FIRST READING: An ordinance providing for the reclamation of abandoned Cemetery Spaces.

motion | recommendation

Approval of ordinance as written.

summary

There are 378 spaces at Palm Cemetery that were purchased between 66 and 101 years ago that have remained unused. Purchase agreements from that time had only a name with no address. As available spaces will be in short supply in future years, cemetery staff researched the families that purchased the seemingly abandoned spaces. Using five death indexes and genealogy sites, most of the families have been traced. For the most part, these families have moved from the area and were buried elsewhere. Some were buried at Palm Cemetery but have surplus spaces and no lineal descendants that would be eligible to declare ownership.

This ordinance follows state statute that addresses this issue and allows adoption of similar processes to declare a space abandoned. Should a space be unused with no contact from the owner in over 50 years, the city reserves the right to declare it abandoned.

This will not apply across the board. Discretion is important in ensuring that due diligence is done to find the families and exercise caution in which spaces are declared abandoned.

Example: The 1920's Census shows one of our designated space owners, Nannie V. Hayes living in Winter Park at age 65 with her 58 year old maid, Affie Cooper on New England Avenue, five doors down from the Hotard family. Nannie Hayes died on 12/27/1923. Her death certificate lists her as single. She owned six spaces at Palm Cemetery and they were 6/\$100 in that time period. One was used for her burial. The other five have been unused with no contact for 90 years. The five remaining spaces would be designated abandoned and made available for sale.

board comments

Unanimously approved by the Parks and Recreation Advisory Board.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 34-30, TITLE AND OWNERSHIP OF LOTS AND SPACES IN THE CITY CEMETERIES, TO CLARIFY THE OWNERSHIP INTEREST THAT MAY BE CONFERRED AND TO ADD PROVISION FOR THE CITY TO REGAIN OWNERSHIP OF ABANDONED RIGHTS TO BE BURIED WITHIN A MUNICIPAL CEMETERY; PROVIDING FOR, SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS AND LEGISLATIVE FINDINGS

WHEREAS, the City of Winter Park has municipal cemeteries within its jurisdictional boundaries including the Palm and Pineywood Cemeteries; and

WHEREAS, the Palm Cemetery consists of approximately 11 acres and is located at the intersection of New York Avenue and Webster Street, and Pineywood consists of approximately 17 acres located at the intersection of S. Lakemont Avenue and Glenridge; and

WHEREAS, the City Manager reports that these cemeteries have 18,757 grave spaces in total: At the Palm Cemetery only 1,506 open spaces remain, and at Pineywood only 1,455 open spaces remain; and

WHEREAS, the City Manager and his staff have analyzed burial rights which appear to be abandoned and have determined that approximately 378 of the spaces in the Palm Cemetery should be deemed to be abandoned, which would thereby increase the available open spaces of the Palm Cemetery; and

WHEREAS, the available open spaces in the municipal cemeteries are a fixed asset of the City and the City Commission finds that it is in the municipal interest to develop and adopt a fair process by which abandoned gravesites or entitlements should be transferred back to the City so that the spaces are available and open for qualified burial purposes; and

WHEREAS, pursuant to Section 497.260(1)(b), Florida Statutes, the City's cemeteries are exempt generally from the regulations and licensing imposed by Florida law, but, the City's cemeteries are subject to limited state oversight as provided in Section 497.260(3), Florida Statutes, but such oversight does not extend to, nor include regulation of how the City may determine burial rights are abandoned and available for redistribution in accordance with the procedures adopted by the City Commission of the City of Winter Park; and

WHEREAS, Section 497.286, Florida Statutes provides for a procedure by which cemeteries subject to state regulation may take back ownership of abandoned burial rights in a state licensed cemetery; and

WHEREAS, although the City of Winter Park is not subject to state regulation or licensure except to a limited extent with respect to its municipal cemeteries, and the abandonment procedures in Section 497.286, Florida Statutes, are not binding upon the City of Winter Park, it is nonetheless in the municipal interest and consistent with the City's exercise of its home rule authority that the City Commission shall adopt certain provisions contained in Section 497.286, Florida Statutes, and impose those provisions as prerequisites to a determination that burial rights in any of the City's cemeteries have been abandoned, including the presumption that burial rights in a cemetery are abandoned when an owner of unused rights has failed to provide the cemetery with a current residence address for a period of 50 consecutive years and the cemetery is unable to communicate by certified letter with said owner of unused rights regarding the lack of address; and

WHEREAS, the City Commission desires to provide a reasonable and appropriate process to ensure that the lineal descendants and co-owners of burial rights have access to reasonable notice before the burial rights are deemed abandoned back to the ownership of the City of Winter Park; and

WHEREAS, it is within the home rule authority of the City Commission of the City of Winter Park to determine and impose procedures governing the abandonment of burial rights within any municipal cemetery of the City of Winter Park.

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

Section 1. **Recitals.** The foregoing recitals are hereby adopted and confirmed, and constitute the legislative findings of the City Commission of the City of Winter Park acting in its legislative capacity.

Section 2. Section 34-30. Title and ownership of lots and spaces (in the municipal cemeteries) shall be amended by adding the following language at the end of subsection (a), which new language is shown by underlining, as follows:

“Section 34-30. Title and ownership of lots and spaces.

- (a) Title and ownership of cemetery spaces, lots or blocks shall be evidenced by deeds executed by the mayor or city manager and attested to by the city clerk with the seal of the city affixed. The burial rights conveyed by the city may, depending upon the express language used in an approved form of deed or other document of conveyance, consist only of a right to burial but shall not consist of fee title ownership in the real property comprising a specific plot or burial space.”

Section 3. Section 34-30, Title and ownership of lots and spaces is further amended by adding a new subsection (d) as follows:

“(d) Abandonment of burial rights. There is a presumption that burial rights in any cemetery of the City of Winter Park shall be abandoned and that the city shall thereafter regain all title and rights previously conveyed when an owner of unused burial rights has failed to provide the City of Winter Park or its cemetery with a current residence address for a period of 50 consecutive years, the burial rights are unused for such period of time, and the cemetery is therefore unable to communicate by certified letter with said owner regarding the lack of address. However, in all such cases of abandonment the following procedures shall be followed:

1. Before the city retakes ownership of such rights for reason of abandonment, a certified letter shall be sent to any lineal relative of the owner, if the city has knowledge of the lineal descendant and his or her address. Additionally, the city shall send a certified letter to any person who holds the burial rights in common ownership or any lineal descendant, if known, of such person. In the certified letter, if one may be sent to a known address and known lineal descendant, the cemetery shall set forth the fact that the burial rights shall be deemed abandoned unless the person contacts the designated representative of the city and its cemetery with proof of ownership and intent concerning use of the burial rights.

If a lineal descendant timely contacts in writing the designated representative of the city, then the burial rights shall not be deemed abandoned if such person is able to establish an ownership interest and an intent for a lineal descendant to use the burial rights.

2. The city or its designated representative shall cause to be published one time in a newspaper of general circulation in Orange County the fact that burial rights will be deemed abandoned unless, within 30 days from the date of advertisement, a lineal descendant shall contact the designated city official in writing and establish his or her legal right to the burial rights that will otherwise be abandoned.

If no response is timely received or if a response is inadequate to prove the interest, the ownership or burial rights shall be deemed abandoned and

available for resale by the City of Winter Park in accordance with the then existing fee schedule.

In order to better conserve this precious and limited asset of the City of Winter Park, it shall be necessary for all owners of burial rights to either use the rights within 50 years from the date of acquisition of such rights, or through themselves or a lineal descendant provide notice prior to the expiration of 50 years from date of acquisition of the rights of the then current residence address and identity of the person or persons then entitled to use such burial rights, who may be either the original purchaser or a lineal descendant thereof.

The city will honor a person's right other than a lineal descendant if the person who acquired the original burial rights has bequeathed the right to another and the city is provided a certified copy of a court order conferring the transference of such burial rights."

Section 4. Codification and Incorporation Into the 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, unlawful or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, facial or other reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the ____ day of _____, 2013.

Mayor Kenneth W. Bradley

ATTEST:

Cindy Bonham, City Clerk

First reading: _____

Second reading: _____



city commission public hearing

item type	Public Hearing	meeting date	September 23, 2013
prepared by department division	Wes Hamil, Finance Director Finance	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		

subject

Semi-annual update to Fee Schedule

motion | recommendation

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

summary

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

board comments

Adjustments to Water and Wastewater Rates were approved by the Utility Advisory Board and Parks fees were approved by the Parks and Recreation Board

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

	Current Fee	Proposed Fee	
Building and Permitting Fees:			
Low voltage security alarm system	new fee	45.00	
Backflow Prevention Device Replacement Charges:			
Inside City:			
1 inch PVB	145.00	160.00	
1 inch reduced pressure	225.00	265.00	
1 1/2 inch PVB	250.00	365.00	
1 1/2 inch reduced pressure	350.00	420.00	
2 inch PVB	270.00	420.00	
2 inch reduced pressure	425.00	510.00	
Outside City:			
1 inch PVB	165.00	200.00	
1 inch reduced pressure	275.00	330.00	
1 1/2 inch PVB	300.00	450.00	
1 1/2 inch reduced pressure	355.00	525.00	
2 inch PVB	335.00	525.00	
2 inch reduced pressure	430.00	635.00	
Water, sewer and irrigation rates and fire line fees:			
Inside City:			
Residential & multi-family customers:			
Rate block 1	1.01	1.07	5.94%
Rate block 2	1.50	1.59	6.00%
Rate block 3	2.13	2.26	5.87%
Rate block 4	2.86	3.03	5.94%
Rate block 5	3.66	3.88	5.87%
Rate block 6	5.30	5.62	5.94%
Commercial/public authority customers:			
Rate block 1	1.01	1.07	5.94%
Rate block 2	1.50	1.59	6.00%
Rate block 3	2.13	2.26	5.87%
Rate block 4	2.86	3.03	5.94%
Rate block 5	3.66	3.88	5.87%
Irrigation customers:			
Rate block 1	2.13	2.26	5.87%
Rate block 2	2.86	3.03	5.94%
Rate block 3	3.66	3.88	5.87%
Rate block 4	5.30	5.62	5.94%
Sewer customers:			
Charge per thousand gallons consumption	4.95	4.69	-5.25%
Outside City:			
Residential customers:			
Rate block 1	1.26	1.34	5.95%
Rate block 2	1.88	1.99	5.85%
Rate block 3	2.66	2.82	5.83%
Rate block 4	3.58	3.79	5.87%
Rate block 5	4.57	4.84	5.91%
Rate block 6	6.63	7.02	5.88%
Commercial/public authority customers:			
Rate block 1	1.26	1.34	5.95%
Rate block 2	1.88	1.99	5.85%
Rate block 3	2.66	2.82	5.83%

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

	Current Fee	Proposed Fee	
Rate block 4	3.58	3.79	5.87%
Rate block 5	4.57	4.84	5.91%
Irrigation customers:			
Rate block 1	2.66	2.82	5.83%
Rate block 2	3.58	3.79	5.87%
Rate block 3	4.57	4.84	5.91%
Rate block 4	6.63	7.02	5.88%
Sewer customers:			
Charge per thousand gallons consumption	6.19	5.86	-5.33%

The above adjustments reflect an overall increase in water and sewer revenues of 1.63% which equals the Price Index increase as published by the Public Service Commission as provided for in City Ordinance No. 2605-04. These adjustments also eliminate a second third of the sewer rate subsidy of water costs as directed by the City Commission on November 26, 2012. The final third of the sewer subsidy will be eliminated with rate adjustments to be effective October 1, 2014. The adjustments above were approved by the Utilities Advisory Board on September 10.

Fire Department Fees:

Ambulance transport fees:

BLS	610.00	720.00
ALS1	610.00	925.00
ALS2	610.00	1,028.00
Mileage	8.50	12.00

Adjusts our rates to equal those charged by City of Orlando

Parks and Recreation Fees:

Palm Cemetery:

Opening and closing charges:

Weekdays	1,100.00	1,200.00
Weekdays, (for graveside services beginning after 5:00 pm)	1,200.00	1,300.00
Saturdays	1,400.00	1,500.00
Disinterment of vault (weekdays only, rules apply)	1,100.00	1,200.00

Pineywood Cemetery:

Opening and closing charges:

Weekdays	1,100.00	1,200.00
Weekdays, (for graveside services beginning after 5:00 pm)	1,200.00	1,300.00
Saturdays	1,400.00	1,500.00
Disinterment of vault (weekdays only, rules apply)	1,100.00	1,200.00

Golf Course Fees:

Green Fees November - April (Residents/Non-residents):

Monday or Tuesday:

7:00 - 9:00 am	8.00/10.00	10.00/12.00
9:00 - 11:00 am	8.00/10.00	10.00/12.00
11:00 am - 1:00 pm	8.00/10.00	9.00/11.00
1:00 - 3:00 pm	8.00/10.00	8.00/10.00
3:00 - 5:00 pm	8.00/10.00	9.00/11.00
5:00 - 7:00 pm	8.00/10.00	8.00/10.00

Wednesday or Thursday:

7:00 - 9:00 am	8.00/10.00	11.00/13.00
9:00 - 11:00 am	8.00/10.00	12.00/14.00
11:00 am - 1:00 pm	8.00/10.00	10.00/12.00
1:00 - 3:00 pm	8.00/10.00	10.00/12.00
3:00 - 5:00 pm	8.00/10.00	11.00/13.00

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

	Current Fee	Proposed Fee
5:00 - 7:00 pm	8.00/10.00	10.00/12.00
Fridays:		
7:00 - 9:00 am	8.00/10.00	15.00/17.00
9:00 - 11:00 am	8.00/10.00	14.00/16.00
11:00 am - 1:00 pm	8.00/10.00	13.00/15.00
1:00 - 3:00 pm	8.00/10.00	14.00/16.00
3:00 - 5:00 pm	8.00/10.00	15.00/17.00
5:00 - 7:00 pm	8.00/10.00	14.00/16.00
Saturday, Sunday or Holidays:		
7:00 - 9:00 am	14.00/16.00	15.00/17.00
9:00 - 11:00 am	14.00/16.00	14.00/16.00
11:00 am - 1:00 pm	14.00/16.00	13.00/15.00
1:00 - 3:00 pm	14.00/16.00	14.00/16.00
3:00 - 5:00 pm	14.00/16.00	15.00/17.00
5:00 - 7:00 pm	14.00/16.00	14.00/16.00
Green Fees May - October (Residents/Non-residents):		
Monday or Tuesday:		
7:00 - 9:00 am	8.00/10.00	9.00/11.00
9:00 - 11:00 am	8.00/10.00	8.00/10.00
11:00 am - 1:00 pm	8.00/10.00	8.00/10.00
1:00 - 3:00 pm	8.00/10.00	8.00/10.00
3:00 - 5:00 pm	8.00/10.00	9.00/11.00
5:00 - 7:00 pm	8.00/10.00	9.00/11.00
Wednesday or Thursday:		
7:00 - 9:00 am	8.00/10.00	10.00/12.00
9:00 - 11:00 am	8.00/10.00	11.00/13.00
11:00 am - 1:00 pm	8.00/10.00	9.00/11.00
1:00 - 3:00 pm	8.00/10.00	9.00/11.00
3:00 - 5:00 pm	8.00/10.00	10.00/12.00
5:00 - 7:00 pm	8.00/10.00	9.00/11.00
Fridays:		
7:00 - 9:00 am	8.00/10.00	14.00/16.00
9:00 - 11:00 am	8.00/10.00	13.00/15.00
11:00 am - 1:00 pm	8.00/10.00	12.00/14.00
1:00 - 3:00 pm	8.00/10.00	13.00/15.00
3:00 - 5:00 pm	8.00/10.00	14.00/16.00
5:00 - 7:00 pm	8.00/10.00	13.00/15.00
Saturday, Sunday or Holidays:		
7:00 - 9:00 am	14.00/16.00	14.00/16.00
9:00 - 11:00 am	14.00/16.00	13.00/15.00
11:00 am - 1:00 pm	14.00/16.00	12.00/14.00
1:00 - 3:00 pm	14.00/16.00	13.00/15.00
3:00 - 5:00 pm	14.00/16.00	14.00/16.00
5:00 - 7:00 pm	14.00/16.00	13.00/15.00
Cart rental:		
Pull cart (includes tax)	2.00	3.00
Electric cart, annual (includes tax)	new fee	650.00
Electric cart, monthly (includes tax)	new fee	65.00
Recreation facility rental fees	new discount	30% discount for verified not-for-profit organizations
Park Concessionaire Permit:		
Category A: Prepackaged food/beverage, no cooking.		
Per sales day per sales station	new fee	25.00

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

	Current Fee	Proposed Fee
Per week (three day limit) per sales station	new fee	50.00
Per month (12 day limit) per sales station	new fee	120.00
Category B: Prepared Food as defined by Florida DBFR.		
Per sales day per sales station	new fee	50.00
Per week (three sales day limit) per sales station	new fee	100.00
Per month (12 sales day limit) per sales station	new fee	300.00

Golf course green fees were adjusted to encourage play at slower times and increase rates at overloaded times. Discounts for not-for-profit organizations is being extended from the Community Center to our other recreational facilities. The concessionaire fees is an extension of our park business permits.

CITY OF WINTER PARK



FEE SCHEDULE

Effective October 1, 2013

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Pricing Basis Legend	
C	Pricing is based on costs
M	Pricing is based on market comparisons
S	Pricing is stipulated by Florida Statutes

Copy charge per page	0.15 (C)
Double sided	0.20 (C)

* If payment is not received within 30 days, the city may file a civil action against the check writer for three times the amount of the check, but in no case less than \$50.00, in addition to the payment of the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking the action.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PLANNING FEES:

LAND DEVELOPMENT FEES:

Application Fee Schedule:

Annexations	500.00 (M)
Annexations requiring citywide notice	500.00, plus actual cost of notice (M)
Appeals.....	500.00 (M)
Appeals of decisions made by Historic Preservation Board	35.00 (M)
Comprehensive Plan amendments and rezoning:	
Less than one acre (1,500 ft. notice)	1,000.00 (M)
More than one acre (city-wide notice).....	6,000.00 (M)
Conditional use (including extensions/re-establishments):	
(applications with 500 ft notice)	500.00 (M)
(applications with 1,500 ft notice)	1,000.00 (M)
(applications requiring quarter page ad)	1,000 (M)
(applications with city-wide notice)	6,000.00 (C)
Development Review Committee Application Fees:	
Concept or preliminary plan	300.00 (M)
Final plan submittal.....	500.00 (M)
Revision to plan previously reviewed.....	200.00 (M)
Interpretations by Code Enforcement.....	200.00 (M)
Lakefront site plan reviews:	
Residential construction.....	150.00 (M)
Commercial or multi-family construction	250.00 (M)
Plan storage fees:	
Plan storage fee for approved building plans not retrieved by applicant:	
Up to six months following approval date	No charge
After six months.....	\$5 per day
After nine months	Return all but one plan to applicant or continue charge (at option of the City)
Street abandonments	250.00 (M)
Subdivision:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Lot consolidations:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Subdivisions with road improvements	1,000.00 (M)
Variances:	
Single family residential	200.00 (M)
Multi-family and commercial	400.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

LAND DEVELOPMENT FEES (continued):

Parks impact fee (per new dwelling unit)2,000.00 (M)

After the Fact Requests - Double the application fee and triple the building permit fee

Applications tabled at the request of the applicant, within 10 days of the Planning and Zoning meeting or Board of Adjustment meeting, will be charged for additional advertising and notification costs, plus \$100.00.
--

Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES

Application and Permit Fees:

Adult entertainment application fee (non-refundable)	200.00 (C)
Adult entertainment application fee - annual fee	750.00 (C)
Facilities permit application	10.00 (C)
Filming fees:	
Motion pictures:	
Application Processing Fee	100.00 (C)
Private property (registration of exemption)	25.00 (C)
Permit Fees:	
Public streets, parks, buildings or city facilities (per day)	500.00 (C)
Less than 10 persons or 2 vehicles involved (per day)	50.00 (C)
plus reimbursement of additional costs to the City, if any	
Still photography:	
Application Processing Fee	50.00 (C)
On private property	0.00 (C)
Permit Fees:	
Public street or public property (per day)	250.00 (C)
Less than 10 persons or 2 vehicles involved (per day)(city facilities) ..	25.00 (C)
plus reimbursement of additional costs to the City, if any	
Use of City Personnel	cost plus 30% (C)
Closing out sale permit	50.00 (C)
Closing out extension fee	30.00 (C)
Garage sale permit	10.00 (C)
Garage sale permit (residents over age 59)	5.00 (C)
Newsrack permit	100.00 (C)
Newsrack permit processing fee	50.00 (C)
Alcoholic beverage license	50.00 (C)
Sidewalk sale permit	200.00 (C)
Sidewalk sale permit during the Art Festival	150.00 (C)
Parking lot during the Art Festival	80.00 (C)
Sidewalk café application processing fee (non-refundable)	50.00 (C)
Sidewalk café permit fee	
1 – 4 seats	80.00 (C)
5 – 8 seats	100.00 (C)
9 – 12 seats	120.00 (C)
13 – 16 seats	140.00 (C)
17+ seats	160.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

Solicitation permits application:

Processing fee 100.00 (C)

Permit fee 300.00 (C)

Non-profit solicitation permits application:

Processing fee 10.00 (C)

Permit fee 30.00 (C)

Special event permit processing fee 50.00 (C)

Special event permit 100.00 (C)

Non-profit special event permit processing fee

(Internal Revenue Code 501C(3) organizations) 10.00 (C)

required, e.g.; rezoning request, subdivision request, conditional use request or building permits
--

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

Application and Permit Fees (continued):

Non-Profit special event permit	30.00 (C)
Special events requiring street closure permit processing fee	100.00 (C)
Special event permit for events requiring street closure:	
Small events (less than 400 persons)	100.00 (C)
Large events requiring multiple department approval	200.00 (C)
Duplicate permit placard	5.00 (C)
Duplicate occupational license	5.00 (C)
Lien and foreclosure research	25.00 (C)
Business certificate processing	15.00 (C)

Building/Land Development Code (LDC) Fee (Based on valuation of construction*):

Minimum to \$1,000 in valuation *	\$30.00 (C)
Over \$1,000 in valuation *	0.9% [#] of valuation plus \$30.00 ** (C)
Plans review fee for valuations over \$4,000, except permits not requiring plan review	1/2 of building/LDC permit fee ^{##} (C)
Plan review fee for revisions	25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required, reduction allowed for minor revisions on each page)	
Inspector training	0.04% of valuation (C)
Affordable Housing fee	\$0.50 per sq. ft. (C)
of new or remodeled floor area, excludes areas of garages, carports, cabanas, storage sheds, churches, tax exempt non-profit organizations, nursing homes and assisted living facilities.	
Roofing permits	0.5% of valuation plus \$30.00** (C)
Inspection fee for other City Departments	40.00/inspection (C)
State Fee (new or remodeled floor area)	3% of permit amount or \$4 minimum (S)
Transfer of permit to new contractor or applicant	50.00 (C)
Reinstatement of expired permit (if approved)	100.00 (C)
Extension of building permits	25.00 (C)
Pool fence violation inspection	100.00 (C)
Stop work order inspection fee	50.00 (C)
Site development permit (when allowed):	
Minimum fee	100.00 (C)
(or .2% of valuation, if higher)**	
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)***	1.00 (C)

* Building valuations shall be based on the actual contract cost or the building valuation data established by the Building Department, whichever is greater.

** For fee computations, all valuations are rounded up to the <u>next highest</u> thousand dollars.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

*** in lieu of paying fee, applicant may provide plans in either PDF or TIFF format within 14 days of issuance of permit. In addition, any approved plan revisions must also be submitted electronically.

.6% for building code enforcement and .3% for Land Development Code enforcement, totaling .9%.

.3% for building code enforcement and .15 for Land Development Code enforcement, totaling .45%.

After the fact requests - double the variance application fee and triple the building, electrical, plumbing and gas permit fees. For construction begun or completed without permit - fee shall be tripled

The cost of inspection fees for other City Departments is determined during plan review and paid with building permit.

Excavation/Landfill Permit Fees:

Placement or removal of 40 cubic yards or less 50.00 (C)
Placement or removal of over 40 cubic yards 100.00 (C)

Exterior Examination Application Fee:

Master/contractors 200.00 (C)
Journeyman 150.00 (C)

Competency Card Fees:

Journeyman (\$80 for two years, when available) 50.00 (C)
Master/contractors (\$200 for two years, when available) 100.00 (C)

Demolition Permits (expires within 30 days):

1 or 2 family dwellings 150.00 (C)
Accessory buildings 50.00 (C)
Other buildings6% of valuation or \$100.00, whichever is greater (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

Electrical Permit Fees:

Issuing each permit	40.00 (C)
Central air conditioning unit	10.00 (C)
Cooktop	3.00 (C)
Dental unit.....	2.00 (C)
Dishwasher	3.00 (C)
Disposal	3.00 (C)
Dryer	3.00 (C)
Electric elevator	7.50 (C)
Electric range.....	3.00 (C)
Electric welder:	
Transformer type to 50 amps	3.00 (C)
Transformer type over 50 amps	7.50 (C)
Fan - Commercial, ceiling, exhaust or bath	5.00 (C)
Fan - Residential, ceiling, exhaust or bath.....	1.00 (C)
Fixture - each.....	0.25 (C)
Furnace, oil	5.00 (C)
Heating appliance - each	3.00 (C)
Motor or generator - each	5.00 (C)
Outlet - each	0.25 (C)
Oven	3.00 (C)
Pool wiring	10.00 (C)
Pre-power inspection requests - Inspection fee:	
Residential.....	40.00 (C)
Commercial	50.00 (C)
Service up to 200 amps	5.00 (C)
Each additional 100 amps to 1200 amps	1.00 (C)
Sign outlet, per circuit	3.00 (C)
Subfeed panel.....	2.00 (C)
Temporary service	5.00 (C)
Time switch	2.00 (C)
Water heater	3.00 (C)
Window air conditioning unit	5.00 (C)
X-Ray	5.00 (C)

Low Voltage Security Alarm System..... 45.00 (C)

Gas Permit Fees:

Issuing each permit	40.00 (C)
Each gas fixture	5.00 (C)

Building Moving Permits:

Into or within the City (for buildings over 1,000 square feet)	400.00 (C)
Into or within the City (for buildings 1,000 or less square feet)	200.00 (C)
Outside the City	100.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

Issuance of Temporary Certificate of Occupancy:

Single family residence.....	85.00 (C)
All others	175.00 (C)

Mechanical Permit Fees:

Minimum up to \$1,000 valuation.....	40.00 (C)
Each additional \$1,000 to \$25,000 (round to next higher thousand)	5.00 (C)
Each additional \$1,000 above \$25,000	2.50 (C)

Plumbing Permit Fees:

Issuing each permit	40.00 (C)
For installation, alteration or repair of water treatment equipment	5.00 (C)
For repair or alteration to drainage or vent piping.....	5.00 (C)
Plumbing fixture floor drain or trap - each.....	5.00 (C)
Repiping - per structure	30.00 (C)
Water heater or vent - each	5.00 (C)

Reinspection fee:

For all trades.....	30.00 (C)
Repeat reinspection on same item	100.00 (C)
Continued repeat inspection (3 rd visit or more)	300.00 (C)
After the third inspection there will be a hearing before the Construction Board of Adjustment and Appeals with possible loss of occupational license and a letter to the CILB	
Missed inspection	100.00 (C)

Vacuum Breakers or Backflow Prevention Devices:

One to five	5.00 (C)
Over five, each	0.50 (C)
Gasoline and fuel oil tanks (residential).....	10.00 (C)
Septic tank or drain field - each	10.00 (C)
Sewer:	
Commercial - each.....	60.00 (C)
Residential - each	50.00 (C)
Replacement of house sewer:	
20' or more in length.....	50.00 (C)
Less than 20' in length.....	20.00 (C)
Sprinkler system	15.00 (C)

Vehicle for Hire Fees: (Driver permit fees valid from October 1 to September 30)

Taxi Driver permit (per driver, per year).....	60.00 (C)
Non-Motorized Vehicles:	
Application Fee (one time fee per business)	40.00 (C)
Driver Permit:	
Initial fee, per driver	15.00 (C)
Renewal fee, per driver, per year	5.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

Well Permit Fees:

Issuing each permit	40.00 (C)
..... plus \$4.00 per inch or diameter up to 6",	
.....and \$2.00 per inch for each inch over 6" in diameter (C)	

Landscaping Fees:

First landscaping inspection (included in permit fee).....	0.00
Re-inspection fee	30.00 (C)

Tree Removal Permits:

Single family residential	35.00 (C)
Non-residential or multi-family property	100.00 (C)
Reinspection of tree (second and third visits).....	25.00 (C)
Reinspection of tree (each required visit after the third)	75.00 (C)
Request for appeals to Tree Preservation Board	35.00 (C)
Compensation for removing a protected tree	110.00 per caliper inch dbh (C)

OTHER CHARGES:

Appeals of Building Code heard by Board of Adjustment & Appeals.....	100.00 (C)
Address change and /or additional requests (commercial and residential):	
Processing Fee for 1 address (all requests – approved or denied).....	15.00 (C)
Processing Fee per address for additional addresses	
(all requests – approved or denied)	5.00 (C)
Letter of Reciprocity for contractors	15.00 (C)
Off-site advertising sign permit	50.00 (C)
Annual outdoor advertising sign permit (per sign)	50.00 (C)
Street name petitions (per application)	300.00 (C)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:	
20" high by 9" wide panel	804.00 (C)
20" high by 18" wide panel	1,608.00 (C)
40" high by 18" wide panel	3,216.00 (C)
60" high by 18" wide panel	4,824.00 (C)
Banners:	
North Park Ave. (Morse Blvd. to Webster Ave., 17 poles).....	510.00 (C)
South Park Ave. (Fairbanks Ave. to Morse Blvd., 16 poles).....	480.00 (C)
E. Morse Blvd. (US 17-92 to Pennsylvania Ave., 10 double sided poles)	600.00 (C)
W. Morse Blvd. (Pennsylvania Ave. to Interlachen Ave., 11 double	
sided poles)	660.00 (C)
New England Ave. (New York Ave. to Hannibal Square West, 16 poles).....	480.00 (C)
Pennsylvania Ave. (Lyman Ave. to Israel Simpson Ct., 26 poles).....	780.00 (C)
N. Orange Ave. (Fairbanks Ave. to Minnesota Ave., 20 poles)	600.00 (C)
S. Orange Ave. (Denning Dr. to US 17-92, 20 poles).....	600.00 (C)
Street Pole Signs:	
One time initial posting fee	450.00 (C)
Annual participation fee	100.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

Administrative charge for having overgrown properties mowed, cleaned or cleared of debris, hazardous trees or other unsightly articles	150.00 (C)
Administrative charge for repeated mowing or clearing of properties	300.00 (C)
Research charge for release of lien and similar code enforcement research requests (hourly charge)	25.00 (C)

*Requires a twelve-month contract with one half of the annual amount due upon reservation of the advertising space. The remaining balance will be billed in equal monthly installments.

PUBLICATIONS:

Code books:

National Electrical Code	80.00 (C)
2007 Florida Building Code (Seven volume set)	330.00 (C)
Florida Building Code (Building volume only)	100.00 (C)
Florida Residential Code	90.00 (C)
Florida Building Code (Mechanical/Energy volume only)	80.00 (C)
Florida Building Code (Plumbing/Accessibility volume only)	80.00 (C)
Florida Building Code (Fuel/Gas volume only)	80.00 (C)
Florida Existing Building Code.....	55.00 (C)
Community Redevelopment Agency Plan	15.50 (C)
Community Redevelopment Agency Plan Amendment for Expansion Area.....	13.65 (C)
Comprehensive Plan Goals, Objectives and Policies	60.00 (C)
Comprehensive Plan Data, Inventory and Analysis	85.00 (C)
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory and Analysis	10.00 (C)
Land Development Code	30.00 (C)
Land Development Code (zoning article only)	15.00 (C)
Historic Resources Survey (color copy)	58.00 (C)
Historic Resources Survey (black & white copy)	12.80 (C)
Subdivision regulations	10.00 (C)
Park Avenue "Architectural Design Guidelines"	10.00 (C)
Morse Boulevard "Facade Design Guidelines"	10.00 (C)

Maps:

Zoning and future land use map (digital form)	60.00 (C)
Zoning map	10.00 (C)
Future land use map	10.00 (C)

Retrieval and research of plans and documents in storage

(Research and copying costs not included)	15.00 (C)
Additional research	20.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BUILDING AND PERMITTING FEES (continued)

Listings:

Business Listings:*

Printed (per page)	0.50 (C)
Label ready format, sheet of 20 (per page)**	2.00 (C)
On diskette (per disk)***	6.00 (C)

* The above orders will include a \$50.00 per hour labor/computer charge; 15 minimum (\$12.50). Orders will be taken with a three to four day turn around time.

** Labels will not be provided, but the listing will be printed in a copy ready format to reproduce on a label readily available for purchase by the requestor at any office supply retailer.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PUBLIC WORKS FEES

Street Division:

Regular rates (per hour):

Division chief	44.70 (C)
Assistant division chief	36.40 (C)
Field supervisor	33.00 (C)
Foreman/crew leader	31.00 (C)
Traffic Control employee	25.00 (C)
Equipment Operator II and III	29.00 (C)
Street sweeper/Operator I	24.00 (C)
Maintenance Worker	23.00 (C)
Crew (1 Supervisor and 2 Workers)	79.00 (C)

Overtime rates (per hour):

Division chief	67.05 (C)
Assistant division chief	54.60 (C)
Field supervisor	49.50 (C)
Foreman/crew leader	46.50 (C)
Traffic Control employee	37.50 (C)
Equipment Operator II and III	43.50 (C)
Street sweeper/Operator I	36.00 (C)
Maintenance Worker	34.50 (C)
Crew (1 Supervisor and 2 Workers)	118.50 (C)

Holiday rates (per hour):

Division chief	89.40 (C)
Assistant division chief	72.80 (C)
Field supervisor	66.00 (C)
Foreman/crew leader	62.00 (C)
Traffic Control employee	50.00 (C)
Equipment Operator II and III	58.00 (C)
Street sweeper/Operator I	48.00 (C)
Maintenance Worker	42.40 (C)
Crew (1 Supervisor and 2 Workers)	158.00 (C)

Equipment: (per hour)

Excavator	60.00 (C)
Front end loader	60.00 (C)
Vaccon	60.00 (C)
Rubber tire backhoe	30.00 (C)
Street sweeper	30.00 (C)
Semitractor w/trailer	50.00 (C)
Tandem Dump truck	30.00 (C)
Flatbed truck	20.00 (C)
Pickup truck	10.00 (C)
Bobcat/skid steer	22.00 (C)
Miscellaneous drills, saws, 3-4 inch water pumps	10.00 (C)
6" well point/by pass pump	20.00 (C)

Barricade daily rental (each)	1.50 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Facilities Maintenance:

Regular rate (per hour):	
Custodial	24.10 (C)
Supervisor	43.50 (C)
Tradesman	30.75 (C)
Overtime rate (per hour):	
Custodial	34.18 (C)
Supervisor	62.34 (C)
Tradesman	44.11 (C)
Holiday rate (per hour):	
Custodial	44.25 (C)
Supervisor	81.17 (C)
Tradesman	57.46 (C)
Vehicle charge (per hour).....	14.00 (C)
Decorative Street Light Installation (per pole)	250.00 (C)
Decorative Street Light Maintenance (per pole/per month).....	2.43 (C)

Engineering:

Driveway fee:	
Basic fee.....	50.00 (C)
Additional fee for reinspection	30.00 (C)
Final plat review - per lot	100.00 (C)
Pressure test reinspection fee.....	100.00 (C)
Project inspection fee:	
Construction cost:	
\$ 0 - \$ 5,000.....	10% of construction cost (M)
\$ 5,000 - \$ 20,000.....	\$500 plus 4% above \$5,000 (M)
Over \$ 20,000	\$1,000 plus 3% above \$20,000 (M)
Right-of-way Permit Fee	90.00 (M)

Right-of-way permit for construction projects utilizing all or part of street/sidewalk (daily rate equals 1/10 of the monthly rate for each day:

Blocking sidewalk	\$1,000.00 per month (M)
Blocking lane of traffic:	
Over 5,000 vehicles per day	\$5,000 per month (M)
Under 5,000 vehicles per day	\$2,000 per month (M)
Blocking parking lane:	
Inside Central Business District.....	\$3,000 per month (M)
Outside Central Business District	\$1,000 per month (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Engineering, continued:

Transverse cuts:

Open cut - paved areas (each cut)	270.00 (C)
Open cut - right-of- way (each cut)	110.00 (C)
Open cut - dirt road (each cut)	150.00 (C)
Bore and jack (each operation)	200.00 (C)
Copies of blueprints	5.00 (C)

Water and Wastewater:

Commercial plan review fee:

First review	125.00 (C)
Each revision	50.00 (C)
Utility inspection (per inspection)	40.00 (C)

Keep Winter Park Beautiful:

Engraved bricks - Farmer's Market Lot:

Single size (4 * 8) - Individuals or Pets	80.00 (M)
Double (8 * 8)	120.00 (M)
Corporate	250.00 (M)
Personalized park benches, various locations	2,500.00 (M)
Maps, each	3.00 (M)
Maps, 200 or more each	1.50 (M)
Dance lessons & sessions	80.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

REFUSE SERVICE FEES

Monthly Refuse Service Fees:

Residential pickup fee (with recycling bins)	17.97 (C)
Residential recycling cart fee (per recycling cart).....	2.62 (C)
Residential charge for each additional garbage cart above two	9.02 (C)
Additional cart maintenance fee for each garbage cart above two	75.64 (C)

Commercial and multi-family units utilizing the cart collection system (per cart)	30.72 (C)
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Bulk Pickup – Residential (requires photo and city approval prior to collection):

Up to 2 cubic yards	78.15 (C)
Each additional cubic yard above 2	32.57 (C)

Bulk yard waste in excess of 3 yards (per each additional yard)	11.64 (C)
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Compactor charges for Center Street Businesses.....	Actual Cost
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Other commercial, compactor and roll-off fees will be billed directly by Waste Pro

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

STORMWATER FEES

Monthly Stormwater Utility Fees:

Single family residential property: (based on square feet of impervious area:

Class 1 (1,099 and smaller).....	6.59 (C)
Class 2 (1,100 and 1,699)	8.24 (C)
Class 3 (1,700 and 2,299)	9.89 (C)
Class 4 (2,300 and 2,899)	11.56 (C)
Class 5 (2,900 and 3,499)	13.21 (C)
Class 6 (3,500 and 4,099)	14.85 (C)
Class 7 (4,100 and 4,699)	16.51 (C)
Class 8 (4,700 and 5,299)	18.16 (C)
Class 9 (5,300 and 5,899)	19.80 (C)
Class 10 (5,900 and 6,499)	21.66 (C)
Class 11 (6,500 and 7,099)	23.12 (C)
Class 12 (7,100 and 7,699)	24.77 (C)
Class 13 (7,700 and 8,299)	26.41 (C)
Class 14 (8,300 and 8,899)	28.07 (C)
Class 15 (8,900 and higher)	29.72 (C)

Multi-family residential property:

Apartment unit - per dwelling unit.....	8.24 (C)
Condominium unit - per dwelling unit	8.24 (C)
Duplex - per dwelling unit	8.24 (C)

Non-residential/commercial property (per ERU)

(ERU = Equivalent Residential Unit of 2,324 sq. ft.).....	11.56 (C)
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Stormwater Variance Request 200.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

SHORELINE ALTERATION FEES

Shoreline Alteration Permit:

Plants only	50.00 (C)
Plants and retaining wall	100.00 (C)

Dock site plan review (Lakes and Waterways Advisory Board):

Dock only	75.00 (C)
Dock and Boathouse	100.00 (C)
Retainment or seawall	100.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

BOAT USER FEES

Boat Stickers:

Boat sticker costs are computed according to a formula based upon the horsepower (hp) of the motor, plus the length (lg) of the boat, times (*) a set amount.

Annual permit:

City resident	hp + lg * \$0.50 (C)
Non-resident	hp + lg * \$0.75 (C)

Annual commercial permit:

City resident	hp + lg * \$1.00 (C)
Non-resident	hp + lg * \$1.50 (C)

Half-year permit (January 1 to June 30):

City resident	hp + lg * \$0.25 (C)
Non-resident	hp + lg * \$0.375 (C)

Daily user fee(regardless of size of boat and horsepower of motor) \$6.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

UTILITY SERVICE FEES

Cut on/off fee:

New service	28.70 (C)
New service - after 4:30 p.m.	86.00 (C)
Broken Lock	18.00 (C)
Broken Yoke	15.00 (C)
Emergency cut on/off - 7:00 a.m. to 3:30 p.m.	No charge (C)
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	28.70 (C)
Emergency cut on/off - after 4:30 p.m.	86.00 (C)
Trip charge	28.70 (C)
Non-payment – up to 4:30 p.m.	43.00 (C)
Non-payment - after 4:30 p.m.	86.00 (C)
Broken/damaged curb stop valve replacement fee	86.00 (C)
Metering tampering fee	75.00 (C)

Water or Irrigation Deposits:

Inside City:

5/8 inch * 3/4 inch meter	60.00 (C)
1 inch meter	85.00 (C)
1 ½ inch meter	105.00 (C)
2 inch meter	145.00 (C)
3 inch meter	225.00 (C)
4 inch meter	330.00 (C)
6 inch meter	600.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Outside City:

5/8 inch * 3/4 inch meter	75.00 (C)
1 inch meter	100.00 (C)
1 ½ inch meter	130.00 (C)
2 inch meter	165.00 (C)
3 inch meter	270.00 (C)
4 inch meter	375.00 (C)
6 inch meter	690.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits:

Inside City:

5/8 inch * 3/4 inch meter	105.00 (C)
1 inch meter	120.00 (C)
1 ½ inch meter	150.00 (C)
2 inch meter	420.00 (C)
3 inch meter	510.00 (C)
4 inch meter	600.00 (C)
6 inch meter	885.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Water and Sewer Deposits (continued):

Outside City:

3/4 inch meter	145.00 (C)
1 inch meter	165.00 (C)
1 ½ inch meter	195.00 (C)
2 inch meter	570.00 (C)
3 inch meter	675.00 (C)
4 inch meter	780.00 (C)
6 inch meter	1,140.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water, Sewer and Garbage Deposits (Inside City Only):

3/4 inch meter	135.00 (C)
1 inch meter	150.00 (C)
1 ½ inch meter	180.00 (C)
2 inch meter	450.00 (C)
3 inch meter	540.00 (C)
4 inch meter	630.00 (C)
6 inch meter	915.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Fire Line Deposits:

Inside City:

1 inch meter	11.25 (C)
2 inch meter	32.00 (C)
3 inch meter	64.00 (C)
4 inch meter	106.50 (C)
6 inch meter	200.00 (C)
8 inch meter	315.00 (C)
10 inch meter	453.00 (C)
12 inch service connection	675.00 (C)
16 inch service connection	980.00 (C)

Outside City:

1 inch meter	14.00 (C)
2 inch meter	40.00 (C)
3 inch meter	80.00 (C)
4 inch meter	133.00 (C)
6 inch meter	250.00 (C)
8 inch meter	393.00 (C)
10 inch meter	566.00 (C)
12 inch service connection	843.00 (C)
16 inch service connection	1,225.00 (C)

Fire Hydrant Meter Deposit	1,500.00 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Meter and Service Installation:

Inside City:

5/8 inch * 3/4 inch meter	718.75 (C)
1 inch meter	776.78 (C)
1 ½ inch meter	1,628.30 (C)
2 inch meter	1,761.09 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration.

Outside City (*):

5/8 inch * 3/4 inch meter	898.44 (C)
1 inch meter	970.97 (C)
1 ½ inch meter	2,035.37 (C)
2 inch meter	2,201.36 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration plus 25%.

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Field Testing Meters (flow test):

5/8 x 3/4 inch meter..... 28.70 (C)

Bench Testing Meters:

Cost of Test - by meter size - Outside Service Contracted:

5/8 x 3/4 inch meter..... 60.50 (C)

1 inch meter..... 60.50 (C)

1 ½ inch meter..... 201.50 (C)

2 inch meter..... 211.70 (C)

Cost of Test - by meter size - In-House City Staff Utilized

3/4 inch meter x 2.0 hours..... 57.40 (C)

1 inch meter x 2.0 hours..... 57.40 (C)

1 ½ inch meter x 2.5 hours..... 71.75 (C)

2 inch meter x 2.5 hours..... 71.75 (C)

No charges will be assessed to a customer if the meter bench test or field test results are outside acceptable limits.

Bacteriological Samples Test Fee:

Sampling (per sample) 25.00 (C)

Sampling after 3:30 p.m. (in addition to sampling fee) 25.00 (C)

Water Impact Fees:

Inside City:

5/8 inch * 3/4 inch..... 1,100.00 (C)

1 inch 2,750.00 (C)

1 ½ inch 5,500.00 (C)

2 inch 8,800.00 (C)

3 inch 17,600.00 (C)

4 inch 27,500.00 (C)

6 inch 55,000.00 (C)

8 inch 88,000.00 (C)

Outside City:

5/8 inch * 3/4 inch..... 1,375.00 (C)

1 inch 3,440.00 (C)

1 ½ inch 6,875.00 (C)

2 inch 11,000.00 (C)

3 inch 22,000.00 (C)

4 inch 34,375.00 (C)

6 inch 68,750.00 (C)

8 inch 110,000.00 (C)

Water Main Extension Fees:

Inside City, per foot actual cost

Outside City, per foot 1.25 times actual cost

Water main extension fees will be allocated to all affected property owners.

Other charges to be calculated along with the water main extension fee are connection fees, meter costs and installation, deposits, and backflow service fees.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (inside city):

1 inch fire line	483.00 (C)
2 inch fire line	1,195.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (outside city):

1 inch fire line	604.00 (C)
2 inch fire line	1,493.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

Water Main Tapping Fees (Inside City):

2 inch	153.00 (C)
4 inch	235.00 (C)
6 inch	260.00 (C)
8 inch	296.00 (C)
12 inch	365.00 (C)

Water Main Tapping Fees (Outside City):

2 inch	191.00 (C)
4 inch	294.00 (C)
6 inch	325.00 (C)
8 inch	370.00 (C)
12 inch	456.00 (C)

Meter Relocation Fee:

Inside City:

5/8 inch * 3/4 inch.....	483.00 (C)
1 inch	483.00 (C)
1 ½ inch – 2 inch	1,195.00 (C)
3 inch - 8 inch	Labor and materials (C)

Outside City (*):

5/8 inch * 3/4 inch.....	604.00 (C)
1 inch	604.00 (C)
1 ½ inch – 2 inch	1,493.00 (C)
3 inch - 8 inch	Labor and materials plus 25% (C)

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Sewer Impact Fees:

Inside City:

Impact fee - single family	2,700.00 (C)
Impact fee - multiple dwelling	2,700.00 (C)
Impact fee - ERC	2,700.00 (C)

Outside City:

Impact fee - single family	3,375.00 (C)
Impact fee - multiple dwelling	3,375.00 (C)
Impact fee - ERC	3,375.00 (C)

Sewer Laterals:

Installation Fee:

Inside City:

0-6' Deep.....	1,785.00 (C)
6-12' Deep.....	3,443.00 (C)
>12' Deep.....	Actual Cost

Outside City:

0-6' Deep.....	2,231.00 (C)
6-12' Deep.....	4,304.00 (C)
>12' Deep	1.25 x actual Cost

..plus applicable Orange County Right-of-Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

WATER AND WASTEWATER USAGE FEES
(COST BASED)

Inside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.01	1.01	2.13	4.95
Block 2	1.50	1.50	2.86	4.95
Block 3	2.13	2.13	3.66	4.95
Block 4	2.86	2.86	5.30	4.95
Block 5	3.66	3.66	5.30	4.95
Block 6	5.30	3.66	5.30	4.95
Base ERM Charge	8.62	8.62	8.62	10.19
Additional Unit Charge	4.64	4.64	4.64	5.48

Outside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.26	1.26	2.66	6.19
Block 2	1.88	1.88	3.58	6.19
Block 3	2.66	2.66	4.57	6.19
Block 4	3.58	3.58	6.63	6.19
Block 5	4.57	4.57	6.63	6.19
Block 6	6.63	4.57	6.63	6.19
Base ERM Charge	10.78	10.78	10.78	12.73
Additional Unit Charge	5.80	5.80	5.80	6.85

ERM = Equivalent Residential Meter

Note: sewer charges are capped for residential customers without separate irrigation meters at 14,000 gallons.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

WATER AND WASTEWATER USAGE FEES (CONTINUED)

The Monthly Base Charge is based on the size of the meter. The applicable Equivalent Meter Ratio in the table below multiplied by the Base ERM Charge above determines the monthly Base Charge.

Bills for water, sewer and irrigation service are determined using the applicable rates in the tables above and the block sizes in the tables below based on customer class and meter size.

Block Structure Price Breaks by Meter Size:

Commercial/Public Authority Water Block Structure						
Meter Size in Inches	Equivalent Meter Ratio	Usage Up To				Usage Over:
		Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)	Block 5 (1,000 gallons/month)
¾	1	4	8	12	20	20
1	2 ½	10	20	30	50	50
1 ½	5	20	40	60	100	100
2	8	32	64	96	160	160
3	16	64	128	192	320	320
4	25	100	200	300	500	500
6	50	200	400	600	1,000	1,000
8	80	320	640	960	1,600	1,600
10	115	460	920	1,380	2,300	2,300

Residential Water Block Structure					
Usage Up To					Usage Over:
Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)	Block 5 (1,000 gallons/month)	Block 6 (1,000 gallons/month)
4	8	12	16	20	20

Irrigation Water Block Structure			
Usage Up To			Usage Over:
Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)
4	8	12	12

CITY OF WINTER PARK - FEE SCHEDULE
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ELECTRIC RATES
(COST)

Residential Rates			
Customer Charge	\$	9.35	per month
Energy Charge:			
1 st 1,000 kWh	\$	0.064850	per kWh
All kWh above 1,000	\$	0.076500	per kWh
Fuel Cost Recovery Factor:			
1 st 1,000 kWh	\$	0.0279700	per kWh
All kWh above 1,000	\$	0.0379700	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Lighting Service (LS-1)			
Fixture and Maintenance Charge (includes energy charge and fuel cost recovery)			Depends upon fixture type
Customer charge (per line of billing):			
Metered accounts	\$	3.49	per month
Non metered accounts	\$	1.22	per month
Energy & demand charge	\$	0.023490	per kWh
Fuel cost recovery factor	\$	0.038180	per kWh
Franchise Fee	\$	0.060000	
Gross Receipts Tax	\$	0.025641	
Electric Utility Tax	\$	0.100000	
Subsequent Re-establishment of service	\$	10.00	

GENERAL SERVICE ELECTRIC RATES

Non-Demand (GS-1)			
Rates will also apply to Temporary Service (TS-1)			
Customer Charges:			
Non Metered Accounts	\$	6.96	per month
Metered Accounts:			
Secondary Delivery Voltage	\$	12.34	per month
Primary Delivery Voltage	\$	156.08	per month
Energy Charge	\$	0.065520	per kWh
Fuel Cost Recovery Factor	\$	0.038180	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2))			
(For customers with fixed wattage loads operating continuously throughout the billing period)			
Customer Charges:			
Non Metered Accounts	\$	7.26	per month
Metered Accounts	\$	12.88	per month
Energy Charge	\$	0.033090	per kWh
Fuel Cost Recovery Factor	\$	0.038180	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Demand (GSD-1)			
Rates will also apply to Temporary Service (TS)			
Applicable for any customer other than residential with a measurable annual kWh consumption of 24,000 kWh or greater per year			
Customer Charges:			
Secondary Delivery Voltage	\$	12.82	per month
Primary Delivery Voltage	\$	162.19	per month
Demand Charge	\$	4.48	per kWh
Energy Charge	\$	0.037380	per kWh
Fuel Cost Recovery Factor	\$	0.038180	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be subject to this adjustment		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
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GENERAL SERVICE ELECTRIC RATES (CONTINUED)

General Service Demand Optional Time of Use (GSDT-1) Closed to new customers as of 06-01-2006			
Customer Charges:			
Secondary Delivery Voltage	\$	21.42	per month
Primary Delivery Voltage	\$	173.53	per month
Demand Charges:			
Base Demand	\$	1.12	per kWh
On Peak Demand	\$	3.40	per kWh
Energy Charges:			
On-peak kWh	\$	0.062020	per kWh
Off-peak kWh	\$	0.025150	per kWh
Fuel Cost Recovery Factors:			
On-peak kWh	\$	0.056350	per kWh
Off-peak kWh	\$	0.032030	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
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GENERAL SERVICE ELECTRIC RATES (CONTINUED)

TEMPORARY SERVICE (TS) (Rate from appropriate General Service schedules are applied)	
Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes	
Deposit required at the time of initiating service	

Service Charges			
Opening an account at a new service location (permanent connection)	\$	61.00	
Opening an account at a new service location (temporary connection)	\$	104.00	
Utility service application fee	\$	5.00	
Reconnect service	\$	28.70	
Reconnect service after a disconnection for nonpayment or			
Violation of a rule or regulation (up to 4:30)	\$	43.00	
after normal business hours (after 4:30)	\$	86.00	
Dishonored check (NSF)	\$	25.00	Or 5% of the check amount, whichever is greater
Change of account with leaving service active (applicable to multi-housing only)	\$	10.00	
Utility demolition disconnect fee	\$	45.00	
Electric meter tampering fee	\$	75.00	
Disconnect of electric service at the pole	\$	250.00	
Deposit for electric service	\$	250.00	Or two months estimated charges, whichever is greater
Prepare trees around power lines for safe private trimming or removal if necessary			Actual cost

RESIDENTIAL UNDERGROUND SERVICE FEE (applies to single family residential projects only)	
Remodels	3,000.00
200 amp or less	3,000.00
All services to 400 amp	6,000.00
Greater than 400 amp	Cost to serve

Deposit required for electric service:

..... \$250 or two months estimated charges, whichever is greater

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

FIRE LINE FEES

Inside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	4.25 (C)
2 inch service connection	11.87 (C)
3 inch service connection	23.84 (C)
4 inch service connection	37.02 (C)
6 inch service connection	74.51 (C)
8 inch service connection	119.19 (C)
10 inch service connection	171.39 (C)
12 inch service connection	234.03 (C)
16 inch service connection	339.34 (C)

Outside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	5.33 (C)
2 inch service connection	14.86 (C)
3 inch service connection	29.78 (C)
4 inch service connection	46.26 (C)
6 inch service connection	93.12 (C)
8 inch service connection	148.96 (C)
10 inch service connection	214.22 (C)
12 inch service connection	292.53 (C)
16 inch service connection	424.19 (C)

Hourly charges for city employees and equipment in Utilities Services Division:

Regular rates: (per hour)

Deputy Assistant Director	59.42 (C)
Assistant Division Chief	46.62 (C)
Field Supervisor	37.57 (C)
Equipment Operator	28.01 (C)
Foreman/Crew Leader	31.08 (C)
Utility Service Worker	25.13 (C)
Locator	26.62 (C)

Overtime rates: (per hour)

Deputy Assistant Director	89.13 (C)
Assistant Division Chief	69.93 (C)
Field Supervisor	56.36 (C)
Equipment Operator	42.02 (C)
Foreman/Crew Leader	46.62 (C)
Utility Service Worker	37.70 (C)
Locator	39.93 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Hourly charges for city employees and equipment in Utilities Services Division (continued):

Holiday rates: (per hour)

Deputy Assistant Director	118.84 (C)
Assistant Division Chief	93.24 (C)
Field Supervisor	75.14 (C)
Equipment Operator	56.02 (C)
Foreman/Crew Leader	62.16 (C)
Utility Service Worker	50.26 (C)
Locator	53.24 (C)

Vehicle Charges: (per hour)

Flatbed dump truck	15.00 (M)
Small dump truck.....	15.00 (M)
Tandem dump truck	30.00 (M)
Pickup truck.....	15.00 (M)
Crew cab	20.00 (M)
TV Van	75.00 (M)
Locator (call duty) van	15.00 (M)
Vaccon	85.00 (M)
Semitractor	60.00 (M)

Equipment Charges: (per hour)

Pumps, daily (bypass and well point)	30.00 (M)
Rubber tire backhoe	50.00 (M)
Trackhoe	75.00 (M)
Portable trailer generator.....	45.00 (M)
Directional boring machine.....	50.00 (M)
Harbin	20.00 (M)
Light tower.....	15.00 (M)
Vactron	20.00 (M)
Easement hose reel	15.00 (M)
Air compressor	15.00 (M)
Bobcat	25.00 (M)
Misc pumps, saws, compacting equipment, locator equipment, lateral TV camera, hand tools, etc.....	10.00 (M)
Barricade daily rental (each)	1.10 (M)

Associated material costs shall be calculated at a rate not to exceed actual cost to the City. Ref: OUC/Winter Park Alliance contract for parts, fittings and supplies.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

CROSS CONNECTION CONTROL PROGRAM FEES

Backflow testing charge (per device inside City).....35.00 (M)

Backflow testing charge (per device outside City)40.00 (M)

Replacement charges:

Inside City:

1 inch PVB..... 160.00 (C)

1 inch Reduced pressure..... 265.00 (C)

1 ½ inch PVB..... 365.00 (C)

1 ½ inch Reduced pressure..... 420.00 (C)

2 inch PVB..... 420.00 (C)

2 inch Reduced pressure..... 510.00 (C)

Outside City:

1 inch PVB..... 200.00 (C)

1 inch Reduced pressure..... 330.00 (C)

1 ½ inch PVB..... 450.00 (C)

1 ½ inch Reduced pressure..... 525.00 (C)

2 inch PVB..... 525.00 (C)

2 inch Reduced pressure..... 635.00 (C)

Repair charges:

Repair ¾" – 1" backflow preventors (includes parts and labor) 35.00 (C)

Repair 1 ¼" – 2" backflow preventors (includes parts and labor) 65.00 (C)

All above fees will be added to the customer's next utility bill after the work is completed and satisfactorily tested.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

UTILITY DEMOLITION DISCONNECT FEES

Utility disconnects for demolition:

Inside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

5/8" * 3/4" - 1"	53.00 (C)
2" - 3"	74.00 (C)
4"	118.00 (C)
6"	134.00 (C)
8"	161.00 (C)

Fire lines (cut and cap @ property line):

2"	32.00 (C)
4"	118.00 (C)
6"	134.00 (C)
8"	161.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less	270.00 (C)
Up to 6" (per line), greater than 6' deep	528.00 (C)

Outside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

5/8" * 3/4" - 1"	66.00 (C)
2" - 3"	93.00 (C)
4"	148.00 (C)
6"	168.00 (C)
8"	201.00 (C)

Outside City:

Fire lines (cut and cap @ property line):

2"	40.00 (C)
4"	148.00 (C)
6"	168.00 (C)
8"	201.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less	338.00 (C)
Up to 6" (per line), greater than 6' deep	660.00 (C)

Fire hydrant relocation fee:

Inside City	1,691.00 (C)
Outside City	2,114.00+ (C)

applicable Orange County permit fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

LINE STOP FEES

Inside City:

Line stop fees (with contractor or owner support):

4", single.....	1,380.00 (C)
4", double	2,353.00 (C)
6", single.....	1,662.00 (C)
6", double	3,160.00 (C)
8", single.....	2,255.00 (C)
8", double	3,922.00 (C)
10", single.....	2,714.00 (C)
10", double	4,567.00 (C)
12", single.....	3,193.00 (C)
12", double	5,538.00 (C)

Line stop fees (with no support from contractor or owner):

4", single.....	2,098.00 (C)
4", double	3,664.00 (C)
6", single.....	2,316.00 (C)
6", double	4,051.00 (C)
8", single.....	2,701.00 (C)
8", double	4,620.00 (C)
10", single.....	3,344.00 (C)
10", double	5,327.50 (C)
12", single.....	3,931.00 (C)
12", double	6,639.00 (C)

Outside City:

Line stop fees (with contractor or owner support):

4", single.....	1,725.00 (C)
4", double	2,941.00 (C)
6", single.....	2,078.00 (C)
6", double	3,686.00 (C)
8", single.....	2,818.00 (C)
8", double	4,903.00 (C)
10", single.....	3,392.00 (C)
10", double	5,710.00 (C)
12", single.....	3,992.00 (C)
12", double	6,923.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Outside City:

Line stop fees (with no support from contractor or owner):

4", single.....	2,622.00 (C)
4", double	4,580.00 (C)
6", single.....	2,895.00 (C)
6", double	5,065.00 (C)
8", single.....	3,377.00 (C)
8", double	5,775.00 (C)
10", single.....	4,181.00 (C)
10", double	6,546.00 (C)
12", single.....	4,915.00 (C)
12", double	8,299.00 (C)

Support from contractor or owner includes assisting the line stop procedure by excavating around pipe, and provide backhoe as needed. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

No support from contractor or owner would indicate that the City will perform the line stop procedure entirely with no assistance from the contractor or owner.

Fees include all fittings and materials required to complete line stop.

Plus Orange County right-of-way permit use fees

Perform Electro Fusion Process for HDPE Couplings and Fittings (2" – 12", two couplings or fittings max:

Inside City	248.00 (C)
Outside City	310.00 (C)

Contractor to prepare work area or excavation, HDPE pipe to be exposed and clean in a safe working environment. City crew will prep pipe and supply necessary equipment to perform electro fusion process. Contractor to furnish couplings or fittings. Additional couplings/fittings shall be fused at the same rate as above. If in the County, City is to be named on the Orange County Permit to enable work to be performed under contractors permit.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

INDUSTRIAL WASTE FEES

A formula is used to determine the surcharges. The surcharge is proportionate to the water consumption and exceedance of any or all of BOD, SS or oil and grease. The more water used, the higher the surcharge will be, likewise, the less water used the lower the surcharge will be.

The charges are based on three factors:

- ◆ Biological Oxygen Demand (BOD) 300 mg/L
- ◆ Suspended Solids (SS) 300 mg/L
- ◆ Oil and Grease (100 mg/L)

Biological Oxygen Demand (BOD):

BOD is a measurement of the amount of oxygen being depleted in the wastewater. Oxygen depletion can occur because of a number of reasons. The main reason is the decaying of organics. Anything that had life in it at one time will use oxygen in its decaying process. Oxygen is critical for the proper treatment of wastewater. It is very expensive to oxidate wastewater. This test is performed in our laboratory. It takes five days to get the results back. The maximum allowable limit is 300 mg/L.

Suspended Solids (SS):

Suspended solids are any solids that will not settle in moving water. This test is performed in our laboratory. We actually bake the water out of the sample. The maximum allowable limit is 300 mg/L.

Oil and Grease:

Any petroleum product, oil based product, or animal or vegetable fat will show up as an oil or grease. An outside laboratory on an as needed basis performs this test. The maximum allowable limit is 100 mg/L.

Formula for calculation – test results from all three parameters expressed in mg/L will be added for the total surcharge amount plus laboratory fees.

Milligrams per liter TSS-300 times the monthly flow expressed MGD (60,000 = 9.060) & 3.20 =

Milligrams per liter BOD-300 times the monthly flow expressed MGD (60,000 = 9.060) & 3.20 =

Milligrams per liter oil and grease 100 times the monthly flow expressed MGD (60,000 = 0.060) * 3.20 =

Re-inspections fees40.00 (M)

The 1W inspector shall inspect any repairs, replacements or other deficiencies and shall provide written notice of compliance or noncompliance. In the event of continuing noncompliance, re-inspections will be performed.

CITY OF WINTER PARK - FEE SCHEDULE
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INDUSTRIAL WASTE FEES (continued)

Hauler registration fee.....40.00 (M)

Registrations shall be effective for a period of three years. The registration required by the City shall be in addition to any other permits, registrations, or occupational licenses required by federal, state, and local agencies having lawful jurisdiction. The registration is not transferrable.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

Copies:

Parking or uniform traffic citation.....	0.15 (S)
Double sided copies.....	0.20 (S)
Certified copies.....	1.00 (S)
Reports except traffic or homicide (per page)	0.15 (S)
Traffic or homicide reports.....	25.00 (S)
Fingerprinting of civilians (except employee applicants) (city residents).....	5.00 (C)
Fingerprinting of civilians (except employee applicants) (non-residents).....	10.00 (C)
Photographs, recordings and videos on CD	1.00 (S)
Audio tapes (including 911 calls)	1.00 (S)
Video copy of DUI cases.....	1.00 (S)
Background checks.....	5.00 (C)
Crash report	2.00 (S)
Good conduct letter.....	10.00 (C)

Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time.

Off-Duty Police Services (three hour minimum):

Regular Off-Duty Rates per Hour:

Police officer.....	35.00 (C)
Details requiring a police supervisor	40.00 (C)

Holiday Off-Duty Rates per Hour:

Police officer.....	48.00 (C)
Details requiring a police supervisor	53.00 (C)

Civil Penalty Fines:

Interference with overtime parking enforcement	50.00 (M)
Tampering with immobilization device	100.00 (M)
Removal of immobilization device by enforcement officer	75.00 (M)
Skateboarding within central business district	10.00 (M)

Responding to false alarms:

First response	0.00
Second and third response within 6 months of first response.....	0.00
Business:	
Fourth response within 6 months of third response	50.00 (M)
All succeeding responses within 6 months of the last response	100.00 (M)
Residential:	
Fourth response within 6 months of third response	25.00 (M)
All succeeding responses within 6 months of the last response	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Parking Fines: *

Each fine amount includes a \$5.00 surcharge as authorized by Florida State Statute 316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossing Guard programs within the City of Winter Park

Blocking drive or roadway (travel lane/obstructing traffic)	25.00 (M)
Bus zone or taxi stand	25.00 (M)
Disabled only/permit required	255.00 (S)
Double parking	25.00 (M)
Extended over lines	25.00 (M)
Fire lane/hydrant/red curb	110.00 (S)
Loading zone (commercial vehicles only)	25.00 (M)
Other	25.00 (M)
On parkway	25.00 (M)
On sidewalk/crosswalk	25.00 (M)
Over posted time limit	25.00 (M)
Parking prohibited (yellow curb/no sign)	25.00 (M)
Rear or left wheels to curb	25.00 (M)
Successive overtime (each offense)	45.00 (M)
Unauthorized (reserved) space	25.00 (M)
Where signs prohibit	25.00 (M)
Movement of vehicle in Central Business District to circumvent posted parking restrictions	55.00 (M)

<p>* After five days, an additional \$5.00 will be assessed for any of the parking fines listed above.</p>
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<p>* After receiving a mailed <i>Notice of Summons</i> for any or the above parking fines, an additional \$15.00 will be assessed.</p>
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Traffic signal violations:

Red light camera infraction	158.00 (S)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

FIRE FEES:

EMS Transport Fee:

Transport:	
BLS.....	720.00 (M)
ALS1.....	925.00 (M)
ALS2.....	1,028.00 (M)

Plus distance transported from incident location to medical facility . 12.00 per mile (M)
HIPAA qualified patient information package (per patient event)..... 50.00 (C)

Motor Vehicle Fire Response:

Motor Vehicle Fire Response: 500.00 (M)

False Alarm Response fee:

First response.....	0.00 (M)
Second and third response within 6 months of first response.....	0.00 (M)
Fourth response within 6 months of third response	100.00 (M)
All succeeding within 6 months of the last response.....	250.00 (M)
Known alarm is activated by on scene construction workers or alarm company technicians.....	200.00 (M)

Fire/Rescue Service fees:

Hourly Charges for city employees and equipment:	
Command unit/Chief officer, per hour or part thereof	125.00 (C)
Engine company, per hour or part thereof.....	225.00 (C)
Ladder company, per hour or part thereof.....	275.00 (C)
Rescue unit, per hour or part thereof	200.00 (C)
Special needs.....	Figured on a cost recovery basis (C)

Hazardous materials cost recovery fees and/or response to intentional, malicious or negligently incidents are based on the cost of manpower, equipment and materials used.

Fire inspections:	
After hour inspections.....	200.00 (C)
Maintenance reinspection fee:	
First reinspection	No Charge (M)
Second reinspection	40.00 (M)
Third reinspection.....	60.00 (M)
Fourth reinspection.....	100.00 (M)
Any subsequent reinspections	100.00 (M)

Inspector Training fee, per project (\$1,000 minimum project value)25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

FIRE FEES (continued):

Licensing Fees:

Health Department inspections	40.00 (M)
HRS inspections.....	40.00 (M)
Occupational License inspections	40.00 (M)

Permits By Use: (annual registration fee)

Ammunition, explosives and blasting agents	40.00 (M)
Burn permits (bonfires).....	40.00 (M)
Cryogenic fluids.....	40.00 (M)
Dry cleaning plants.....	40.00 (M)
Fire lane permits	40.00 (M)
Fireworks.....	40.00 (M)
Flammable/combustible liquids	40.00 (M)
High piled combustible stock.....	40.00 (M)
Hazardous chemicals.....	40.00 (M)
LP gas	40.00 (M)
Lumber storage	40.00 (M)
Places of assembly	40.00 (M)
Repair garages.....	40.00 (M)
Tents and air supported structures	40.00 (M)

Plans Review Fees:

Construction plans review - new and existing:	
\$1,000 value or less (no inspector training fee).	25.00 (M)
\$1,001 value or over.....	55.00 plus 0.05% of total work (M)
Revised plans.....	25.00 (unless more than 50% of original plan, then full fee applies) (M)
Construction inspections	25.00 or 1/2% of valuation (whichever is greater) (M)
After hour inspections.....	200.00 (M)
Construction reinspection fees:	
First reinspection	40.00 (M)
Second reinspection.....	50.00 (M)
Additional reinspection	100.00 (M)

Special Detail Services:

Personnel requested or required to be detailed for	
Special events (minimum of 3 hours)	35.00 per hour/per employee (C)
Special events (supervisor, if necessary)	\$45.00 per hour/per supervisor (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

FIRE FEES (continued):

Public Education Services:

Fire station birthday party program:	
Basic program	175.00 (C)
Plus \$5.00 per person up to a maximum of 20 attendees	
First aid class (per student)	20.00 (C)
CPR classes (per student)	35.00 (C)
Combination first aid and CPR class (per student)	50.00 (C)
Babysitter training class (per student)	55.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball	\$450.00 (M)
Men's Basketball League Team Fee.....	\$300.00 (M)

Field Rental Rates:

Cady Way, Martin Luther King, Jr. and Ward Park Athletic Fields:	
Before 5:00 p.m., per hour	29.00 (C)
After 5:00 p.m., per hour	52.00 (C)
Unscheduled or late reservation rates (less than 48 hours), per hour/before 5:00 pm.....	50.00 (M)
Unscheduled or late reservation rates (less than 48 hours), per hour/after 5:00 pm.....	75.00 (M)
Field prep (lines), per field each time (standard lining)	50.00 (C)
Field prep (lines), per field each time (specialty lining)	100.00 (C)
Field prep (lines), for late reservations per field	100.00 (C)
All day (8:00 am to 9:00 pm)	450.00 (C)
Winter Park Youth League Fee:	
Martin Luther King, Jr., Showalter East and Ward A1, A2, B, C (flat fee) ...	25.00 (C)
20% discount for Ward B, C and D (specific guidelines required)	
Continuous rate hourly (specific guidelines must be met):	
Before 5:00 pm.....	23.00 (C)
After 5:00 pm.....	42.00 (C)

Bus Use Fees:

Hourly rate (two hour minimum, 100 mile maximum).....	100.00 (M)
Deposit	100.00 (M)
Cancellation fee (within 72 hours of scheduled use).....	100.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Program Fees:

Recreation ID Card:

Resident	0.00 (M)
Non-resident.....	10.00 (M)
Card Replacement Fee.....	5.00 (C)

After School Program:

Resident (monthly)	40.00 (M)
Non-resident (monthly).....	65.00 (M)
Registration fee	25.00 (M)
Fee for students qualifying for reduced lunch, (monthly), (City residents only) ...	25.00 (M)
Fee for students qualifying for free lunch, (monthly), (City residents only)	15.00 (M)

Teen Summer Camp Program (completed grades 5 – 8, per week):

Resident	40.00 (M)
Free/reduced lunch programs:	
1 st child	25.00 (M)
Each additional child	15.00 (M)
Non-resident	65.00 (M)
Registration fee	25.00 (M)

Summer Camp Program (completed grades K – 4, per week):

Resident:	
1 st child in family	65.00 (M)
Each additional child in family	50.00 (M)
Non-resident.....	85.00 (M)
Reduced lunch, 1 st child	15.00 (M)
Reduced lunch, each additional child.....	10.00 (M)
Registration Fee.....	25.00 (M)
Free lunch, 1 st child	10.00 (M)
Free lunch, each additional child.....	5.00 (M)
Registration Fee.....	25.00 (M)

School's Out Program (single day camp during school year holidays):

Resident, per day	10.00 (M)
Non-resident, per day.....	15.00 (M)
After School Participant.....	5.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Holiday Camps:

Fall Camp – 3 days:

Resident	25.00 (M)
Non-resident.....	35.00 (M)
After School Participant.....	15.00 (M)

Winter Holiday Camp – two 2 day sessions:

Resident, each 2 day session	20.00 (M)
Non-resident, each 2 day session	25.00 (M)
After School Participant, each 2 day session.....	10.00 (M)

Spring Break Camp, 5 days:

Resident	60.00 (M)
Non-resident	85.00 (M)
After School Participant.....	30.00 (M)

Middle School After School Program:

Resident with Recreation ID card.....	0.00 (M)
Non-Resident with Recreation ID card (per week).....	20.00 (M)

Other:

Late pick up fee:

1 st 30 minutes	5.00 (M)
Each additional 15 minutes	5.00 (M)
Late payment fee	5.00 (M)

Before Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs):

Schools Out Days, per day	2.00 (M)
Holiday and Summer Camps, per week.....	5.00 (M)

General Program Guidelines:

Youth/Teen Program Fees (based on minimum enrollment)	Direct Cost
Adult Programs (based on minimum enrollment)	Direct Costs plus 15%

Contracted program fees will not exceed 110% of the regional market rate for a similar program. CRA funded programs will be offered at a zero to nominal fee.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Community Center Pool:

Daily (resident)	2.00 (M)
Daily (non-resident)	4.00 (M)
Group rate (residents, over 15 guests in a group, per group member)	1.50 (M)
Group rate (non-residents, over 15 guests in a group, per group member)	3.50 (M)
Ten visit punch pass (resident)	15.00 (M)
Ten visit punch pass (non-resident)	30.00 (M)
Pool rental:	
Less than thirty guests (hourly)	75.00 (M)
Additional hourly fee per fifteen guests over initial thirty guests	15.00 (M)
Deposit	100.00 (M)

Individual Pool Pass – (resident)	55.00 (M)
Individual Pool Pass – (non-resident)	80.00 (M)
Family Pool Pass – (residents, up to 5 family members per pass)	150.00 (M)
Family Pool Pass – (non-residents, up to 5 family members per pass)	225.00 (M)
Family Pool Pass – (CRA residents, up to 5 family members per pass)	105.00 (M)
Lap Swim Pass – (resident)	35.00 (M)
Lap Swim Pass – (non-resident)	50.00 (M)
Lap Swim Pass – (CRA resident)	30.00 (M)

Fitness/Weight Room:

Annual Pass:	
Resident	85.00 (M)
Non-resident	160.00 (M)
CRA area resident	60.00 (M)
City employee	60.00 (M)
Corporate rate:	
Gold (includes 60 vouchers, \$60 each per year for each additional voucher over 60, provides access to lap swim, open gym, and open volleyball)	750.00 (M)
Silver (includes 10 vouchers, \$65 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball)	500.00 (M)
Bronze (includes 5 vouchers, \$70 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball)	250.00 (M)
Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend training)	
Resident	30.00 (M)
Non-resident	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARKS AND RECREATION FEES (CONTINUED)

Fitness/Weight Room (continued):

Monthly Pass:

Resident	15.00 (M)
Non-resident.....	25.00 (M)
CRA area resident.....	10.00 (M)
City employee.....	10.00 (M)
Daily pass, all users	5.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
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CEMETERY FEES

Palm Cemetery:

Single space - resident.....	5,000.00 (M)
Single space – qualified non-resident	5,500.00 (M)
Cremation space	550.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,200.00 (M)
Weekdays, for graveside services beginning after 5:00 pm)	1,300.00 (M)
Saturdays	1,500.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,200.00 (M)
Mausoleum space (limited number of spaces).....	80,000.00 (M)

Pineywood Cemetery:

Single space - resident.....	2,000.00 (M)
Single space – qualified non-resident	2,500.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Cremation space	420.00 (M)
Qualified non-resident cremation space.....	480.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,200.00 (M)
Weekdays, for graveside services beginning after 5:00 pm)	1,300.00 (M)
Saturdays	1,500.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,200.00 (M)

Columbarium:

Single or Double space:	
Resident	2,200.00 (M)
Qualified non-resident	2,800.00 (M)
Interment (Saturday)	350.00 (M)
Tent for columbarium interment	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
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GOLF COURSE FEES (all include sales tax)

Green Fees November-April (Residents/Non-residents):

	Mon/Tue	Wed/Thur	Fri/Sat/Sun/Holidays
7-9AM	\$10/\$12	\$11/\$13	\$15/\$17
9-11AM	\$10/\$12	\$12/\$14	\$14/\$16
11AM-1PM	\$9/\$11	\$10/\$12	\$13/\$15
1-3PM	\$8/\$10	\$10/\$12	\$14/\$16
3-5PM	\$9/\$11	\$11/\$13	\$15/\$17
5-7PM	\$8/\$10	\$10/\$12	\$14/\$16

*Prices in chart reflect 9 hole ticket with residents/non-residents respectively (M)

Green Fees May-October (Residents/Non-residents):

	Mon/Tue	Wed/Thur	Fri/Sat/Sun/Holidays
7-9AM	\$9/\$11	\$10/\$12	\$14/\$16
9-11AM	\$8/\$10	\$11/\$13	\$13/\$15
11AM-1PM	\$8/\$10	\$9/\$11	\$12/\$14
1-3PM	\$8/\$10	\$9/\$11	\$13/\$15
3-5PM	\$9/\$11	\$10/\$12	\$14/\$16
5-7PM	\$9/\$11	\$9/\$11	\$13/\$15

*Prices in chart reflect 9 hole ticket with residents/non-residents respectively (M)

Green Fees:

Replay rate for all players	5.00 (M)
Resident 9 hole Jr. ticket, up to middle school	6.00 (M)
Non-resident 9 hole Jr. ticket, up to middle school	8.00 (M)
Resident 9 hole high school and college student	7.00 (M)
Non-resident 9 hole high school and college student	9.00 (M)
City employees rate for first round	6.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

GOLF COURSE FEES (CONTINUED)

Annual Play Pass:

Single resident	600.00 (M)
Double resident	900.00 (M)
Single non-resident	650.00 (M)
Double non-resident	1000.00 (M)
Jr. membership (resident)	230.00 (M)
Jr. membership (non-resident)	250.00 (M)
Student membership (resident)	280.00 (M)
Student membership (non-resident)	300.00 (M)
Corporate membership (16 members at \$500)	8,000.00 (M)
City employee rate	250.00 (M)
Ten-Round Pass	110.00 (M)

Cart Rental:

9-Hole – Single (includes sales tax)	7.00 (M)
9-Hole – Double (includes sales tax)	14.00 (M)
Pull cart (includes sales tax)	3.00 (M)

Club Rental (includes tax)	10.00 (M)
Club Storage, annual (includes tax)	125.00 (M)
Club Storage, monthly (includes tax)	12.00 (M)
Electric Cart, annual (includes tax)	650.00 (M)
Electric Cart, monthly (includes tax)	65.00 (M)

Tournament Fees (includes tax):

Night scramble (40 person minimum)	800.00 (M)
Each additional golfer above 40	25.00 (M)
Private scramble (maximum of one per month, 48 person minimum)	1,200.00 (M)
Each additional golfer above 48	25.00 (M)

Advertising:

Scorecard ad space (one year, per ad)	1,000.00 (M)
Premium scorecard ad space (one year, per ad)	1,500.00 (M)

Groupon, SaveMyCity and other such marketing discounts as well as seasonal discounts may be offered at the discretion of the City Manager

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

GOLF COURSE FEES (CONTINUED)

Golf lessons:

Individual lessons:

Half hour.....	50.00 (M)
Hour	80.00 (M)
3 hour package	210.00 (M)
5 hour package	300.00 (M)
10 hour package	500.00 (M)

Playing lessons, per person:

9 holes	125.00 (M)
18 holes.....	200.00 (M)

Group lessons, per person:

One hour package:

2 students.....	60.00 (M)
3 students.....	50.00 (M)
4 students.....	40.00 (M)

Three hour package:

2 students.....	150.00 (M)
3 students.....	120.00 (M)
4 students.....	90.00 (M)

Five hour package:

2 students.....	200.00 (M)
3 students.....	150.00 (M)
4 students.....	120.00 (M)

Ten hour package:

2 students.....	300.00 (M)
3 students.....	200.00 (M)
4 students.....	150.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
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TENNIS FEES

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:

Resident - one adult	185.00 (M)
Resident - family (2 or more)	275.00 (M)
Resident - youth (17 or under)	86.00 (M)
Non-resident - one adult	246.00 (M)
Non-resident - family (2 or more)	327.00 (M)
Non-resident - youth (17 or under)	115.00 (M)
City employee	84.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident - one adult	84.00 (M)
Resident - family (2 or more)	150.00 (M)
Resident - youth (17 or under)	45.00 (M)
Non-resident - one adult	155.00 (M)
Non-resident - family (2 or more)	230.00 (M)
Non-resident - youth (17 or under)	69.00 (M)
City employee	51.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Annual Annual Play Passes:

All Courts:

Resident - one adult	336.00 (M)
Resident - family (2 or more)	490.00 (M)
Resident - youth (17 or under)	126.00 (M)
Non-resident - one adult	435.00 (M)
Non-resident - family (2 or more)	575.00 (M)
Non-resident - youth (17 or under)	173.00 (M)
City employee	144.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident - one adult	157.00 (M)
Resident - family (2 or more)	276.00 (M)
Resident - youth (17 or under)	69.00 (M)
Non-resident - one adult	252.00 (M)
Non-resident - family (2 or more)	374.00 (M)
Non-resident - youth (17 or under)	103.00 (M)
City employee	75.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

FOR HARD COURTS: With hard court punch card, pay additional \$1.00 to upgrade to clay. With hard court membership, pay additional \$2.00 to upgrade to clay courts up to six upgrades. After six upgrades, member may plan on clay only by upgrading membership to ALL COURT, 10 play punch card or clay court fee.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

TENNIS FEES (CONTINUED)

Non-Play Pass Fees (\$1.00 off with Facility Use Card pre-tax):

Singles - 1 ½ hours; Doubles - 2 hours (Residents)	
Clay court (includes tax)	6.00 (M)
Hard court (includes tax)	5.00 (M)
City employee:	
Clay court (includes tax)	3.00 (M)
Hard court (includes tax)	2.00 (M)
Child, non-prime time, hourly:	
Hard court (includes tax):	
Resident	3.00 (M)
Soft court (includes tax):	
Resident	4.00 (M)

Tennis Passes: (10 play passes)

Clay courts:	
Pass	55.00 (M)
Hard courts:	
Pass	45.00 (M)

Adult Tennis Programs:

Beginning/Intermediate, various times, four 1-hour sessions, monthly fee	50.00 (M)
Drop in fee	20.00 (M)
Men's Advanced, Mondays, 7:00 – 8:30pm, four sessions, monthly fee	97.50 (M)
Drop in fee	30.00 (M)
Various 1-hour adult non-team clinic, various times, hourly fee	9.00 (M)
Friday night clay court round robin, 1 st and 3 rd Fridays, 6:30 – 8:30pm:	
Members	0.00 (M)
Non-members	6.00 (M)
Men's Challenge Ladder, various times:	
Members (all courts)	0.00 (M)
Non-members (clay court)	6.00 (M)
Non-members (hard court)	5.00 (M)

Junior Tennis Programs:

3-4 years old, Tues/Thurs/Sat 45 minutes, monthly fee:	
1 day per week	45.00
2 days per week	85.00
5-15 years old, Mon-Sat, 60 minutes, one day per week	60.00
5-15 years old, Mon-Sat, 60 minutes, two days per week	110.00
5-15 years old, Mon-Sat, 60 minutes, three days per week	150.00
11 years old, Tues/Thurs/Sat 60 minutes, 2 days per week	110.00
Age 10 years and under, Monday/Wednesday, monthly fee:	
Junior pre tournament training, 90 minutes, three days per week	150.00

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

TENNIS FEES (CONTINUED)

Junior Tennis Programs (continued):

After School Programs:

Tournament Training, Tue/Wed/Thu, 4:00 – 6:00pm, monthly fee:	
2 days per week	290.00 (M)
3 days per week	390.00 (M)
Pre tournament Training, Tue/Thu 5:30 – 7:00 pm, monthly fee:	
2 days per week	290.00 (M)
3 days per week	275.00 (M)
Middle/High School Summer Camp, day/time TBD, weekly fee	275.00 (M)
Recreation Camp, day/time TBD, weekly fee.....	132.00-195.00 (M)
Weekend camp, day/time TBD, daily fee	55.00 (M)
Full time program, 5 days per week, 20 hours per week, 2 privates per week included.....	1175.00 (M)
10 hours per week, two privates per week.....	875.00 (M)
Drop in per session.....	50.00(M)

Other Tennis Fees:

Private lessons, fee dependent on instructor, hourly	40.00 – 95.00 (M)
Semi-private lessons, fee dependent on instructor, half hour	40.00 – 95.00 (M)
Group lessons, dependent on instructor, hourly	40.00 – 95.00 (M)
Team clinic, dependent on instructor, hourly	40.00 – 95.00 (M)
Junior tournament entry fee	38.00 - 45.00 (M)
League rate	
(if at least 75% of team roster are not members of tennis center).....	150.00, plus non-member hourly rate (M)
Ball rental machine, hourly	20.00 (M)
Annual ball machine membership, per person	
(twenty memberships available)	150.00
Annual ball machine membership, family	
(twenty memberships available)	200.00
Special Events	
Member.....	0 – 20.00 (M)
Non Member.....	6.00 – 30.00 (M)

Groupon, Living Social, SaveMyCity and other such marketing and seasonal discounts may be offered at the discretion of the City Manager

Before any contract agreement is reached with such discount organizations and subcontractor, the subcontractor must submit the terms for approval to the City Manager through the Parks and Recreation Department Management.

Tennis Instructors must be contracted through management company

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

Tournament Entry Fees: (includes tennis balls)

Court fee (2 hour time frame, x number of courts x number of two hour time frames =
base fee:

First day of tournament	Base fee, less 10% (M)
Second day of tournament	Base fee, less 25% (M)
Third day of tournament	Base fee, less 30% (M)
Fourth day of tournament	Base fee, less 35% (M)
Fifth day of tournament	Base fee, less 40% (M)

No tournaments may be longer than five days, holidays are time and one half rates. The price includes six folding tables and twenty five chairs and a pop up tent.

A roster is required for league and team play. 75% of roster must be members, or pay a \$100 flat fee and the hourly rates.

CITY OF WINTER PARK - FEE SCHEDULE
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RECREATION FACILITY RENTAL FEES

AZALEA LANE RECREATION CENTER - Meeting room: (20% discount off regular fee for residents 30% discount off regular fee for verified non-profits)

East Room (30' x 30'):

Hourly	50.00 (M)
Deposit	100.00 (M)
Continuous user (hourly)	40.00 (M)

West Room (30' x 50'):

Hourly	70.00 (M)
Deposit	100.00 (M)
Continuous user (hourly)	50.00 (M)

CIVIC CENTER: (20% discount off regular fee for residents, 30% discount off regular fee for verified non-profits)

Continuous Users (at least 6 times in 6 months):

Ballroom:

Hourly	100.00 (M)
Deposit	300.00 (M)

Meeting Rooms:

Hourly	45.00 (M)
Deposit	200.00 (M)

Kitchen: (set up fee and deposit are not applicable)

Hourly	45.00 (M)
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One Time Users:

Ballroom:

Hourly	160.00 (M)
Deposit	400.00 (M)

Meeting Rooms:

Hourly	70.00 (M)
Deposit	200.00 (M)

Patio:

Hourly	100.00 (M)
Deposit	100.00 (M)

Kitchen: (set up fee and deposits are not applicable)

Hourly	70.00 (M)
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Ballroom and kitchen:

Fridays and Saturdays (11:00 am – midnight).....	2,000.00 (M)
Deposit	500.00 (M)

Entire building for a full day:

Fridays and Saturdays (11:00 am – midnight).....	2,800.00 (M)
Deposit	500.00 (M)

Cancellation Fee, Civic Center only:

Cancellation for any reason..... Full deposit retention

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

RECREATION FACILITY RENTAL FEES (CONTINUED)

COMMUNITY CENTER:

City resident/employee discount off regular rental fee	20%
CRA district resident discount off regular rental fee	25%
Non-profit organization discount off regular rental fee	30%

Continuous User:

Small room, A or B or senior room, hourly	45.00 (M)
Large room, C or D, hourly	65.00 (M)
Ballroom; A,B,C and D combined, hourly	200.00 (M)
Rooms C, D and kitchen combined, hourly	150.00 (M)
Ballroom and kitchen combined, hourly	225.00 (M)
Kitchen, hourly	30.00 (M)
Amphitheater (outdoor stage), hourly	50.00 (M)
Gymnasium:	
Half of gym, hourly	40.00 (M)
Entire gym, hourly	100.00 (M)
Deposit (each meeting room/amphitheater, kitchen)	100.00 (M)

One Time User:

Small room, A or B or senior room, hourly	60.00 (M)
Large room, C or D, hourly	90.00 (M)
Ballroom; A,B,C and D combined, hourly	250.00 (M)
Rooms C, D and kitchen combined, hourly	200.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,200.00 (M)
Ballroom and kitchen combined, hourly	300.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,500.00 (M)
Rooms C and D, hourly	170.00 (M)
Ballroom, kitchen 4:00 pm to midnight with 2 hour amphitheater	1,600.00 (M)
Kitchen, hourly	50.00 (M)
Early start fee (events requiring building access before 7:00 am)	50.00 (C)
Early set up fee	150.00 (M)

Amphitheater (outdoor stage):

Two hours	175.00 (M)
Six hours	500.00 (M)

Gymnasium:

Half of gym, hourly	50.00 (M)
Entire gym, hourly	125.00 (M)

Deposit:

Each meeting room/amphitheater, kitchen	100.00 (M)
Ballroom A,B,C and D combined	400.00 (M)

Unscheduled time premium over regular rate, hourly	15.00 (M)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

RECREATION FACILITY RENTAL FEES (CONTINUED)

COUNTRY CLUB (20% discount off regular fee for residents, 30% discount off regular fee for verified non-profits):

Continuous User:

Ballroom:

Hourly 70.00 (M)

Deposit 100.00 (M)

Club lounge:

Hourly 70.00 (M)

Deposit 100.00 (M)

Full building:

Hourly 110.00 (M)

Deposit 200.00 (M)

One Time User - (Friday and Saturday)

6 p.m. to 12 midnight 900.00 (M)

Deposit 250.00 (M)

One Time User - Hourly: (Sunday through Thursday)

Ballroom (hourly) 100.00 (M)

Club lounge (hourly) 100.00 (M)

Full building (hourly) 140.00 (M)

Deposit (per room) 250.00 (M)

FARMER'S MARKET:

Saturday Market:

12' x 10' space Outside without electricity (per week) 21.00 (M)

Additional 6 feet (per week) 12.00 (M)

12' x 10' space outside with electricity (per week) 25.00 (M)

Additional 6 feet with electricity (per week) 15.00 (M)

12' x 10' inside space without electricity (per week) 27.00 (M)

12' x 10' inside space with electricity (per week) 30.00 (M)

Part-Time Vendor Fees:

12' x 10' Outdoor space without electricity (per week) 31.00 (M)

Additional 6 feet without electricity (per week) 22.00 (M)

12' x 10' Outside space with Electricity (per week) 35.00 (M)

Additional 6 feet with electricity (per week) 25.00 (M)

12' x 10' inside space without electricity (per week) 37.00 (M)

12' x 10' inside space with electricity (per week) 40.00 (M)

Vendor's deposit 50.00 (M)

Building Rental: (20% discount off regular fee for residents, 30% discount off regular fee for verified non-profits):

Continuous User - Hourly: (Sunday through Thursday), hourly 70.00 (M)

One Time User:

Hourly 140.00 (M)

Entire Building

6:00 p.m. to midnight, Fri. and Sat. (set time 4:00 pm – 6:00 pm) ... 1,300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

RECREATION FACILITY RENTAL FEES (CONTINUED)

Parking Lot - in addition to building rental	350.00 (M)
Deposit	300.00 (M)

LAKE ISLAND HALL RECREATION CENTER - Meeting room : (20% discount off regular fee for residents, 30% discount off regular fee for verified non-profits):

Daily rate, Monday - Friday	400.00 (M)
Weekly rate, Monday – Friday, 8:00am – 5:00 pm	500.00 (M)
<u>Continuous User:</u>	
Hourly	50.00 (M)
Deposit	200.00 (M)
<u>One Time User:</u>	
Hourly	80.00 (M)
Deposit	200.00 (M)

Winter Park Welcome Center:

Winter Park Community Foundation Room (includes catering kitchen, restrooms and outdoor patio):	
Weekday for 1 – 4 hours, per hour	70.00 (M)
Weekday for over 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for 1 - 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for over 4 hours, per hour	50.00 (M)
Weekend (all day)	500.00 (M)

Note: rental rates can be reduced by 50% for one half of room

Entire First Floor (includes Galloway Foundation gallery, Welcome gallery and Winter Park Health Foundation Community Room):	
Weekday (until 6:00 pm)	not available
Weekday (after 6:00 pm), per hour	90.00 (M)
Weekend (all day)	750.00 (M)
Fire marshal, required to be on site for events hosting over 90 people, per hour	25.00 (M)
Additional one-time fees:	
Cleaning (for events over 4 hours)	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour	20.00 (M)
Staffing (weekends), per hour	25.00 (M)
Gallery display use deposit	100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than thirty days in advance)	25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% resident discount):

Small Pavilion:

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

Central Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Rose Garden wedding	200.00 (M)
Deposit	100.00 (M)

Central Park West Meadows:

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

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

Mead Garden:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Amphitheater (two hours)	225.00 (M)
Deposit	100.00 (M)
Large Pavilion (20% resident discount):	
Full day	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Fleet Peeples Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Large Pavilion (20% resident discount):	
Full day	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)
Small Pavilion (20% resident discount):	
Full day	50.00 (M)
Half day (open to noon or 2 pm to close)	30.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARK FEES (CONTINUED)

Martin Luther King, Jr., Park:

Group Events:

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

Community Playground pavilion (20% resident discount):

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

Ward Park:

Large Pavilion (20% resident discount):

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

Howell Branch Preserve:

Group Events:

Small events (less than 400 people)	550.00 (M)
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Large Pavilion (20% resident discount):

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

Observation Deck and Tables:

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

Dinky Dock Park:

Group Events:

Small events (event size limited to 200 people or less)	550.00 (M)
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Cady Way Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)

Shady Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)

Picnic area:

Full day	50.00 (M)
Half day (open to noon or 2:00 pm to close)	30.00 (M)

Phelps Park:

Group Events:

Small events (less than 400 people)	550.00 (M)
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Pavilion Rental (2)(20% resident discount):

Full day	90.00 (M)
Half day (open to noon or 2:00 pm to close)	60.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

PARK FEES (CONTINUED)

Kraft Azalea Garden:

Group events:

Small events (less than 400 people)	550.00 (M)
Exedra area wedding	200.00 (M)
Exedra area wedding deposit.....	100.00 (M)

Violation of dog ordinance:

1 st offense.....	50.00 (M)
2 nd offense.....	100.00 (M)

Park business permit (monthly):

Twenty attendees or less	25.00 (M)
Over twenty attendees	100.00 (M)

Park Concessionaire Permit:

Category A: Prepackaged food/beverage, no cooking.

Per sales day per sales station.....	25.00 (M)
Per week (three day limit) per sales station.....	50.00 (M)
Per month (12 day limit) per sales station.....	120.00 (M)

Category B: Prepared Food as defined by Florida DBFR.

Per sales day per sales station.....	50.00 (M)
Per week (three sales day limit) per sales station.....	100.00 (M)
Per month (12 sales day limit) per sales station.....	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES:

Inflatables/bounce house permit fee	25.00 (M)
Building and Pavilion Holiday Rate	Time and ½ Regular (M)
.....	Rental Rates (M)
Facility rental building late payment fee	5% of balance due (M)
Special event application fee	50.00 (M)
Parks Alcohol Usage Request Application Fee (non-refundable)	50.00 (M)
Field rental storage, approximately 100 sq. ft. monthly.....	100.00 (M)
Sat Market Tables, each (round and rectangular, inside use only)	8.00 (M)
LCD projector and screen	50.00 (M)
Wireless microphone	50.00 (M)
Portable stage	100.00 (M)
Scoreboard renter per day, Community Center gymnasium:	
One scoreboard.....	\$20.00 (M)
Both scoreboards	\$30.00 (M)
Staffing (per hour)	21.00 (M)
Planning, Delivery, Setup, Pick up (per hour)	21.00 (M)
Transport Charge/Delivery Pickup	30.00 (M)
Crowd control fencing (per 200 feet)	150.00 (M)
Special event trailer with tables and chairs	300.00 (M)
Equipment Rental - Per Event:	
Banquet tables (each, off site events only)	5.00 (M)
Folding chairs (each)	2.00 (M)
Podium (each)	20.00 (M)
Portable public address system	50.00 (M)
Risers 3' x 8' (each)	40.00 (M)
Riser skirts (each)	10.00 (M)
Table skirts (each)	15.00 (M)
Tent 20' x 40'	375.00 (M)
Tent 10' x 10'	50.00 (M)
Tent 10' x 10' Fire Rated 701	80.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2013

SPECIAL EVENT AND MISCELLANEOUS FEES (CONTINUED)

Cancellation Fees:

Pavilions and Fields (no deposit is required):

Cancellation with less than 14 days notice.....	No refund (M)
Cancellation with 14-30 days notice	Retain 50% of rental fee (M)
Cancellation with 30-90 days notice	Retain 25% of rental fee (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

Buildings*, amphitheater, park rentals (deposit is required):

Cancellation with less than 30 days notice.....	Retain 100% of rental fee (M)
Cancellation with 30-60 days notice	Retain deposit (M)
Cancellation with 60-90 days notice	Retain 50% of deposit (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

* Except Civic Center

A double deposit is required for all functions charging admission and serving alcohol

A double deposit is required for all functions for minors charging admission



city commission public hearing

item type	Public Hearing	meeting date	September 23, 2013
prepared by department division	Peter Moore Budget and Performance Measurement	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

Subject

Ordinance adopting millage rates for the FY 2014 budget.

motion | recommendation

Approve operating millage rate at 4.0923 mills and debt service millage rates at 0.1004 and 0.2092 for the General Obligation Bonds, Series 2004 and 2011, respectively.

summary

The proposed FY 2014 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations increased, the proposed property tax levy represents a 2.17% increase from FY 2013.

The operating millage rate of 4.0923 mills was approved by the City Commission as the tentative millage rate on July 22. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the proposed millage rates above. This notice also advised property owners of this first public hearing on millage rates and the budget.

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

The first reading of this ordinance was approved by the City Commission at the September 9th meeting.

board comments

n/a

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .1004 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2092 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011.

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

WHEREAS, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 4.0053 mills.

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

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

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

SECTION 1. That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .1004 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2004 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .2092 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2011.

SECTION 2. The above levy to cover general operating expenses of the City is eighty-seven hundredths above the rolled back millage of 4.0053 mills. Pursuant to State Statutes this levy represents a 2.17% increase in property taxes.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 23rd day of September, 2013.

Kenneth W. Bradley, Mayor

Attest:

Cynthia S. Bonham, City Clerk



city commission agenda item

item type	Public Hearing	meeting date	September 23, 2013
prepared by department division	Peter Moore Budget and Performance Measurement	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

subject

Ordinance adopting the fiscal year 2014 budgets for all funds and accompanying five-year capital plan.

motion | recommendation

Adopt the attached Ordinance setting forth the FY 2014 Budget and Five-year Capital Plan.

background

This is the second of two public hearings on the budget. A summary of the proposed budget is included as Schedule A.

The City Manager presented his proposed budget to the City Commission at the July 8, 2013 City Commission Meeting. The Commission has discussed the budget at subsequent meetings. At the August 26th meeting the Commission directed the City Manager to allocated \$250,000 in funding previously designated as contingency to tree removal and trimming. At the first reading of the budget on September 9th the Commission directed the City Manager to redirect \$300,000 from the Vehicle Replacement Fund to go into contingency. The attached schedule A and budget includes all these directed changes.

fiscal impact

long-term impact

strategic objective

Quality of services.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2013; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.

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

SECTION 1. The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2013 and ending September 30, 2014 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

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

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

SECTION 4. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2013, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2013. The City Manager shall report to the City Commission all such purchase orders.

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

2013. The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2013 to fiscal year 2014.

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 23rd day of September, 2013.

Kenneth W. Bradley, Mayor

Attest:

Cynthia S. Bonham, City Clerk

Schedule A

	2014 Proposed	2013 Adopted
Revenues:		
Property Taxes	\$ 14,680,681	\$ 14,174,500
Franchise Fees & Utility Taxes	7,948,400	8,152,016
Licenses & Permits	1,920,000	1,834,000
Intergovernmental	6,298,461	6,179,928
Charges for Services	5,145,450	5,010,068
Fines and Forfeitures	1,294,150	1,287,600
Miscellaneous	553,907	683,381
Transfers from Other Funds	5,051,100	5,392,476
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>42,892,149</u>	\$ <u>42,713,969</u>
Expenditures:		
General Administration	\$ 4,355,763	\$ 4,147,044
Planning & Development	1,701,407	2,051,322
Public Works	6,652,758	6,804,278
Police	12,888,430	12,739,143
Fire	10,722,233	9,858,414
Parks and Recreation	6,825,380	6,576,086
Organizational Support	1,534,560	1,536,560
Transfers To Other Funds	1,777,474	2,040,038
Non-Departmental	(628,475)	(276,000)
Reimbursements from Other Funds	(3,487,381)	(3,262,916)
Contingency Reserve	<u>550,000</u>	<u>500,000</u>
Total Expenditures	\$ <u>42,892,149</u>	\$ <u>42,713,969</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Designations Trust Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Miscellaneous	75,000	128,640
Fund Balance	\$ <u>100,000</u>	\$ <u>0</u>
Total Revenues	\$ 175,000	\$ 128,640
Expenditures:		
Transfers to other funds	75,000	128,640
Parks and Recreation	\$ <u>100,000</u>	\$ <u>0</u>
Total Expenditures	\$ <u>175,000</u>	\$ <u>128,640</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Stormwater Utility Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Licenses	\$ 47,000	\$ 45,000
Charges for Services	2,395,000	2,262,511
Intergovernmental	55,000	82,000
Miscellaneous	30,201	40,300
Transfers From Other Funds	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>2,527,201</u>	\$ <u>2,429,811</u>
Expenditures:		
Operations	\$ 2,457,295	\$ 2,364,811
Reimbursements to Other Funds	65,000	65,000
Contingency	<u>4,906</u>	<u>0</u>
Total Expenditures	\$ <u>2,527,201</u>	\$ <u>2,429,811</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Affordable Housing Fund Summary

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Affordable Housing Fee	\$ 210,000	\$ 0
Other Revenue	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ 210,000	\$ 0
Expenditures:		
Affordable Housing Operations	\$ 0	\$ 0
Advance to Winter Park Housing Authority - Plymouth Apartments	0	0
Contribution to Community Land Trust	0	0
Reimbursements to Other Funds	0	0
Contingency Reserve	<u>210,000</u>	<u>0</u>
Total Expenditures	\$ <u>210,000</u>	\$ <u>0</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Community Redevelopment (CRA) Fund Summary

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Property Taxes	\$ 2,130,437	\$ 2,024,000
Charges for Services	195,000	175,940
Miscellaneous	70,000	25,300
Fund Balance	<u>0</u>	<u>37,478</u>
Total Revenues	\$ <u>2,395,437</u>	\$ <u>2,262,718</u>
Expenditures:		
Operating Expenses	\$ 781,600	\$ 711,435
Capital Projects	0	0
Debt Service	1,486,425	1,547,283
Organizational Support	13,000	4,000
Reimbursements To Other Funds	25,000	0
Transfers To Other Funds	22,934	-
Contingency Reserve	<u>66,478</u>	<u>0</u>
Total Expenditures	\$ <u>2,395,437</u>	\$ <u>2,262,718</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Police Grant Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Intergovernmental	\$ <u>850,497</u>	\$ <u>851,225</u>
Total Revenues	\$ 850,497	\$ 851,225
Expenditures:		
Police	\$ <u>850,497</u>	\$ <u>851,225</u>
Total Expenditures	\$ <u>850,497</u>	\$ <u>851,225</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Debt Service Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Property Taxes	\$ 1,205,245	\$ 1,202,385
Special Assessments	181,000	181,000
Transfers From Other Funds	929,408	969,678
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>2,315,653</u>	\$ <u>2,353,063</u>
Expenditures:		
Debt Service	\$ <u>2,315,653</u>	\$ <u>2,353,063</u>
Total Expenditures	\$ <u>2,315,653</u>	\$ <u>2,353,063</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Water and Sewer Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Utility Fee	\$ 27,807,607	\$ 27,330,000
Miscellaneous	178,600	176,850
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>27,986,207</u>	\$ <u>27,506,850</u>
Expenditures:		
Operations	\$ 15,775,306	\$ 15,342,603
Debt Service	5,885,863	5,870,532
Capital Projects	2,005,000	1,665,000
Reimbursements to Other Funds	2,226,438	2,230,276
Transfers to Other Funds	2,093,600	1,985,100
Contingency Reserve	<u>0</u>	<u>413,339</u>
Total Expenditures	\$ <u>27,986,207</u>	\$ <u>27,506,850</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Electric Utility Fund Summary**

	2014 Proposed	2013 Adopted
Revenues:		
Utility Fee	\$ 46,905,780	\$ 49,454,166
Miscellaneous	25,593	(40,000)
Transfers from Other Funds	0	0
Fund Balance	450,000	0
	<hr/>	<hr/>
Total Revenues	\$ <u>47,381,373</u>	\$ <u>49,414,166</u>
Expenditures:		
Operations	\$ 2,541,305	\$ 1,704,183
Bulk Power Costs	32,377,297	34,029,256
Debt Service	4,859,378	4,749,038
Capital Projects	3,825,000	4,775,000
Transfers to Other Funds	2,687,500	2,757,500
Reimbursements to Other Funds	1,090,893	892,640
Storm and Working Capital Reserves	0	0
Contingency Reserve	<u>0</u>	<u>506,549</u>
Total Expenditures	\$ <u>47,381,373</u>	\$ <u>49,414,166</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Fleet Maintenance Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Charges for Services	\$ 1,382,330	\$ 1,535,185
Miscellaneous	0	5,000
Fund Balance	<u>2,140</u>	<u>0</u>
Total Revenues	\$ <u>1,384,470</u>	\$ <u>1,540,185</u>
Expenditures:		
Operations	\$ 1,358,470	\$ 1,515,185
Reimbursements to Other Funds	26,000	25,000
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>1,384,470</u>	\$ <u>1,540,185</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Vehicle/Equipment Replacement Fund Summary

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Vehicle/Equipment Rentals	\$ 1,525,102	\$ 998,342
Debt Proceeds	0	0
Miscellaneous	0	10,200
Fund Balance	<u>168,434</u>	<u>512,047</u>
Total Revenues	\$ <u>1,693,536</u>	\$ <u>1,520,589</u>
Expenditures:		
Operations	\$ 2,500	\$ 5,000
Vehicle and Equipment Acquisitions	1,525,102	1,301,159
Debt Service	4,452	53,430
Reimbursements to Other Funds	11,482	11,000
Transfers to Other Funds	150,000	150,000
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>1,693,536</u>	\$ <u>1,520,589</u>
Excess of Revenues Over (Under) Expenditures	<u><u>0</u></u>	<u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Employee Insurance Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Charges To Departments	\$ 4,812,280	\$ 4,658,400
Charges To Employees	1,423,664	1,402,925
Miscellaneous	567,980	513,994
Fund Balance	<u>31,462</u>	<u>0</u>
Total Revenues	\$ <u>6,835,386</u>	\$ <u>6,575,319</u>
Expenditures:		
Insurance Costs	\$ 6,806,818	\$ 6,513,414
Reimbursements to Other Funds	28,568	25,000
Contingency Reserve	<u>0</u>	<u>36,905</u>
Total Expenditures	\$ <u>6,835,386</u>	\$ <u>6,575,319</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
General Insurance Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Charges To Departments	\$ 2,120,458	\$ 1,981,879
Miscellaneous	5,000	5,000
Fund Balance	<u>6,629</u>	<u>277,949</u>
Total Revenues	\$ <u>2,132,087</u>	\$ <u>2,264,828</u>
Expenditures:		
Insurance Costs	\$ 2,119,087	\$ 1,976,828
Reimbursements to Other Funds	13,000	13,000
Transfers to Other Funds	0	275,000
Contingency	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>2,132,087</u>	\$ <u>2,264,828</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Cemetery Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Lot Sales	\$ 223,500	\$ 196,000
Miscellaneous	7,500	25,150
Fund Balance	<u>0</u>	<u>13,226</u>
Total Revenues	\$ <u>231,000</u>	\$ <u>234,376</u>
Expenditures:		
Transfers To Other Funds	\$ 230,000	\$ 233,376
Reimbursements to Other Funds	1,000	1,000
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	<u>231,000</u>	<u>234,376</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
General Capital Projects Fund Summary

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Transfers From Other Funds	\$ 1,056,000	\$ 1,207,500
Intergovernmental Revenues	0	0
Debt Proceeds	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>1,056,000</u>	\$ <u>1,207,500</u>
Expenditures:		
Capital Projects	\$ 1,056,000	\$ 1,207,500
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>1,056,000</u>	\$ <u>1,207,500</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2014
Stormwater Capital Projects Fund Summary**

	<u>2014 Proposed</u>	<u>2013 Adopted</u>
Revenues:		
Stormwater Utility Fees	\$ 650,000	\$ 710,000
Intergovernmental	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>650,000</u>	\$ <u>710,000</u>
Expenditures:		
Capital Projects	\$ 650,000	\$ 710,000
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>650,000</u>	\$ <u>710,000</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>