



city commission agenda

Regular Meeting

May 12, 2014
3:30 p.m.
Commission Chambers

commissioners				mayor	commissioners			
seat 1	Steve 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.

Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. 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.

agenda

1	Meeting Called to Order	
2	Invocation Building Director George Wiggins Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	*Projected Time *Subject to change
	a. Presentation - Winter Park High School State Championships	10 minutes
	b. Presentation - Best of Show from 2014 Sidewalk Art Festival	5 minutes
	c. Presentation - Healthy Weight Community Champions Award	5 minutes
	d. Proclamation - Building Safety Month	5 minutes
	e. Proclamation - EMS Week	5 minutes
	f. Proclamation - North American Occupational Safety and Health (NAOSH) Week	5 minutes
	g. 2014 Board appointments	30 minutes

5	City Manager's Report	*Projected Time *Subject to change
6	City Attorney's Report	*Projected Time *Subject to change
7	Non-Action Items	*Projected Time *Subject to change
	a. Financial Report – March 2014	
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 *Subject to change
	<ul style="list-style-type: none"> a. Approve the minutes of April 28, 2014. b. Approve the following contracts: <ul style="list-style-type: none"> 1. Authorize the Mayor to execute Contract No. RFQ-9-2014 and subsequent purchase order with Tripp Contracting Construction for the purchase and installation of the Shady Park pavilion. 2. Piggybacking City of Eustis Contract No. 001-10 with Odyssey Manufacturing Company for 12.5% sodium hypochlorite for water and wastewater treatment facilities; and authorize the Mayor to execute the piggyback contract and subsequent blanket purchase orders. 3. Renewal with Florida Bridge & Transportation, Inc. for RFQ-2-2012, Amendment 2 Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering); and authorize the Mayor to execute Amendment 2. 4. Renewal with Base Consultants, P.A. for RFQ-2-2012, Amendment 2, Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering); and authorize the Mayor to execute Amendment 2. 5. Renewal with Universal Engineering Services for RFQ-2-2012, Amendment 2 Continuing Contracts for Professional, Architectural & Engineering Services (Environmental Services); and authorize the Mayor to execute Amendment 2. 6. Renewal with Davey Tree Expert Company for ITN-6-2013, Amendment 1, Continuing Service Contract for Utility Vegetation Management; and authorize the Mayor to execute Amendment 1. c. Approve the lease agreement with National Railroad Passenger Corporation (Amtrak) for occupation of the new Winter Park train station located at 148 W. Morse Boulevard. 	5 minutes

10	Action Items Requiring Discussion	*Projected Time *Subject to change
	No action items.	
11	Public Hearings	*Projected Time *Subject to change
a.	<u>Request of Benjamin Partners, LTD and the Sydgan Corporation representing Bubbalous, Inc. on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction with the Ravaudage Planned Development:</u>	10 minutes
-	Ordinance -Amending the "Comprehensive Plan" Future Land Use Map to change the Future Land use Designations of Commercial and Low Density Residential to Planned Development Future Land Use designation (2)	
-	Ordinance -Amending the Official Zoning Map to change the Commercial (C-3) and Low Density Residential (R-2) District designations to Planned Development (PD-2) District zoning (2)	
b.	Ordinance - Governing garbage collection service in the Center Street business corridor (2)	5 minutes
c.	Resolution – Communicating support of an extension of Lee Road east of US 17-92 and turning south to intersect with Webster Avenue; authorizing the transmittal of this resolution to the Florida Department of Transportation	20 minutes
d.	Resolution – Requesting the Orange County Board of County Commissioners to extend the life of the CRA for five (5) years.	5 minutes
12	City Commission Reports	*Projected Time *Subject to change
a.	Commissioner Leary	
b.	Commissioner Sprinkel	
c.	Commissioner Cooper	
d.	Commissioner McMacken	
e.	Mayor Bradley	10 minutes each

appeals & assistance

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

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

Mayoral Advisory Board Appointments

May 12, 2014

Board	Term	First Name	Last Name	Home Address	Home City	Home State	Home Zip
Board of Adjustment							
Re-appointment	2014-2017	Ann	Higbie	190 Ward Dr	Winter Park	FL	32789
Appointment from Alternate	2014-2017	Patrice	Shirer	461 Fairfax Avenue	Winter Park	FL	32789
Re-appointment	2014-2017	John	Simpson	231 E Reading Way	Winter Park	FL	32789
Appointment	2014-2017	Cynthia	Strollo	777 French Avenue	Winter Park	FL	32789
Alternate	2014-2017	Brian	Mills	2845 Sanbina Street	Winter Park	FL	32789
Code Enforcement							
Re-appointment	2014-2017	Jennifer	Frank	2170 Blossom Ln	Winter Park	FL	32789
Re-appointment	2014-2017	Brian	Kracht	1131 Palmer Avenue	Winter Park	FL	32789
Re-appointment	2014-2017	Chris	Tabor	502 Dunraven Dr.	Winter Park	FL	32792
Appoint, Alternate		James	Boswell	999 Mayfield Ave.	Winter Park	FL	32789

CRA Advisory

Re-appointment	2014-2017	Daniel	Butts	120 W. Reading Way	Winter Park	FL	32789
Appointment	2014-2017	Woody	Woodall	328 N Park Avenue	Winter Park	FL	32789
Alternate	2014-2015	Lance	Decuir	787 Douglas Ave	Winter Park	FL	32789

Construction Board of Adjustment and Appeals

Re-appointment	2014-2017	Eddie	Cox				
Re-appointment	2014-2017	Joe	Fisher				
Re-appointment	2014-2017	Rodney	Kincaid				

Economic Development Advisory Board

Re-appointment	2014-2017	Owen	Beitsch	1629 Park Ave	Winter Park	FL	32789
Re-appointment	2014-2017	John	Gill	1212 Burning Tree Lane	Winter Park	FL	32792

Ethics

Appointment from Alternate	2014-2017	Stephanie	Leonard				
Re-Appointment	2014-2017	Gene	Randall				
Alternate	2014-2015	Laura	Cuty-Ruiz	1445 Holts Grove Circle	Winter Park	FL	32789

Historic Preservation Board

Re-appointment	2014-2017	Genean	McKinnon	701 Via Bella	Winter Park	FL	32789
Regular (replacing Kristi Underwood) from Alternate	2014-2016	Louise	Sprimont				
Regular (replacing William Wilson)	2014-2015	Barbara	DeVane	215 E Swoope Ave	Winter Park	FL	32789
Alternate	2014-2016	Phil	Wood	380 Virginia	Winter Park	FL	32789

Keep Winter Park Beautiful & Sustainable Advisory Board

Re-appointment	2014-2017	Mary	Dipboye	938 Golfside Drive	Winter Park	FL	32792
Re-appointment	2014-2017	Stephen	Pategas	1425 Berkshire Avenue	Winter Park	FL	32789
Re-appointment	2014-2017	Patricia	Schoknecht	220 Overlook Rd	Winter Park	FL	32789
Re-appointment	2014-2017	Laura	Walda	1791 Shiloh Lane	Winter Park	FL	32789
Appointment from Alternate	2014-2017	Mark	Roush				
Appointment (replacing Lucy Roberts)	2014-2017	Bruce	Thomas	1731 Winchester Dr.	Winter Park	FL	32789
Appointment	2014-2016	Fred	Kosiewski	2406 Summerfield Road	Winter Park	FL	32792
Appointment	2014-2015	Cathy	Blanton	2343 Woodcrest Drive	Winter Park	FL	32792
Appointment	2014-2015	John	Tapp	140 East Morse Blvd, Resident G	Winter Park	FL	32789
Alternate	2014-2016	Steven	DiClemente	1210 Alberta Drive	Winter Park	FL	32789

Lakes and Waterways Advisory Board

Re-appointment	2014-2017	James T.	Barnes, Jr	7 Isle of Sicily	Winter Park	FL	32789
Re-appointment	2014-2017	Nora	Miller	375 Sylvan Drive	Winter Park	FL	32789
Appointment	2014-2017	Geoff	Bedine	1860 W. Fawsett Rd	Winter Park	FL	32789
Appointment (replacing Mike Whiting)	2014-2015						
		Robert	Tainsh	323 Trismen Terrace	Winter Park	FL	32789
		Amy Meredith	Byrd	645 Selkirk Drive	Winter Park	FL	32792

Park and Recreation Advisory Board

Appointment from Alternate	2014-2017	Julio	de Arcos				
Re-appointment	2014-2017	Janet	Atkins	1060 McKean Circle	Winter Park	FL	32789
Re-appointment	2014-2017	Marni	Spence	1710 windsor dirve	winter park	FL	32789
Appointment	2014-2017	Carl E	Creasman J	2013 Kimbrace Place	Winter Park	FL	32792
Alternate	2014-2015	Taylor	Sacha	305 Turkey Run	Winter Park	FL	32789

Pedestrian and Bicycle Safety Advisory Board

Re-appointment Appointment from Alternate Appointment to Alternate	2014-2017	Jill	Hamilton B	1935 Oakhurst Avenue	Winter Park	FL	32792
	2014-2017	David	Erne				
		Terry	Bangs	615 Via Lugano	Winter Park	FL	32789

Planning and Zoning Board

Re-appointment	2014-2017	Peter	Gottfried	1841 Carollee Lane	Winter Park	FL	32789
Re-appointment	2014-2017	James	Johnston	616 Langholm Drive	Winter Park	FL	32789
Re-appointment	2014-2017	Thomas	Sacha	304 WING LANE	WINTER PARK	FL	32789
Re-appointment	2014-2017	Randall	Slocum	1162 N. New York Avenue	Winter Park	FL	32789

Tree Preservation Board

Re-appointment	2014-2017	Anthony	Gray	452 SYLVAN DRIVE	WINTER PARK	FL	32789
Appointment	2014-2017	Jeffrey	Berger	1616 Spruce Ave	WinterPark	FL	32789
Appointment from Board of Adjustment	2014-2017	John	Simpson				
Appointment from Parks and Recreation Advisory Board	2014-2017	Janet	Atkins				

Utilities Advisory Board

Appoint from Alternate	2014-2017	Richard	James				
Appoint	2014-2017	Jennifer	Woodall Lyons	jen.w.lyons@gmail.com	Winter Park	FL	32789
Alternate	2014-2017	Cheryl	Forney	1850 Bryan Avenue	Winter Park	FL	32789

Winter Park Firefighter's Pension Board

Re-appointment	2014-2016	Anthony (Tony)	Gray
Re-appointment	2014-2016	Mike	Clifford

Winter Park Police Officer's Pension Board

Appoint	2014-2015	Hans	Heinsen	1940 Via Contessa	Winter Park	FL	32789
Re-appointment	2014-2016	Mike	Broschart	1360 Magnolia Ave.	Winter Park	FL	32789
Re-appointment, Police Department appointee	2014-2016	Sgt. Rafael	Berrios				



city commission city manager's report

item type

City Manager's Report

meeting date

May 12, 2014

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	Public workshop and Commission workshop held. Resolution to be heard supporting Alignment "B" on May 12.	May 12, 2014
Fairbanks Improvement Project	<u>Communication Notices</u> <ul style="list-style-type: none">• Project is complete. Working on settling LD's and workmanship issues prior to closeout.• Working with future customers regarding connection to gravity sewer.	<u>Construction Project</u> Connection to sewer instructions posted on City website.
Quiet Zones	Funds approved for design.	Ongoing coordination with Orlando, MetroPlan, and FDOT.
Winter Park Hospital Parking Garage	Under construction. Met with hospital representatives to discuss current and future plans and options for master plan update. Will continue to meet and discuss options.	Ongoing
Refunding of Electric Revenue Bonds, Series 2005A (Variable rate bonds in auction rate mod)	The tender offer to bondholders was launched on April 22. We are also soliciting quotes to refund auction rate bonds. Once the best source of funding is determined, a resolution documenting finance terms will be presented to the Commission for approval.	June 2014

Mechanisms to encourage owners to place overhead electric service wires underground	Current City ordinances require owners to place overhead electric service wires underground upon: 1) new commercial and residential construction; 2) Renovations that exceed 50% of the appraised value of existing improvements; and 3) change out of electric service equipment caused by code violations. There are 5,000 overhead electric service wires. Our goal is to get all overhead electric service wires placed underground at completion of underground project (10-12 years).	Utilities Advisory Board discussions are ongoing.
Fairbanks electric transmission and distribution undergrounding	Duke reports that engineering cost estimates have been completed and will present them to the project team during the week of May 19.	City Commission update expected at June 9 City Commission meeting.
New Hope Baptist Church Project	All work has proceeded in compliance with our Codes. Exterior painting is complete.	Approved Conditional Use will expire in September 2015
Grant Chapel	Work continues expeditiously including construction of patio and brick walls and wrought iron fencing along Lyman Avenue. New sign to be placed on wall at corner.	Owner requesting permission to final chapel area and complete basement later.
Capen House	Awaiting plans for exterior rear deck and interior alterations for use of building for weddings, receptions, etc.	Completion will take 90+ days depending on funds available from contributions.
ULI TAP Orlando Avenue	Met with ULI representatives to create goals and begin setting agenda for the two day event.	Date for Panel is scheduled for June 2-3, 2014.
America in Bloom certification	On May 4-8 Judges were in Winter Park to tour our City and review the City's application for America in Bloom Certification, a certification we were fortunate to receive last year. The Keep Winter Park Beautiful and Sustainability Board would like to thank Mayor Bradley, Commissioner McMacken, members of the KWPB Board, City Staff, and especially Stephen and Kristin Pategas. The effort and dedication of Mr. Pategas to the board and the America in Bloom Organization is truly appreciated.	

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.

Financial Report

For the Month of March (50% of fiscal year lapsed) Fiscal Year 2014

General Fund

Below is a preliminary analysis of General Fund revenue projections for FY 2014:

	Adjusted Budget	Projected Variance	Comments
Property taxes	14,680,681	(213,154)	Variance is due to more early payment discounts and valuation adjustments than anticipated when the FY 2014 budget was put together
Franchise fees	1,118,000	(14,500)	
Utility taxes	6,830,400	(164,800)	Communications services tax revenue continues to decrease each year
Business license tax	476,500	5,000	
Building permits	1,417,500	752,500	Increased construction activity has improved fee permit revenues
Other licenses & permits	26,000	(7,000)	
Intergovernmental	6,298,461	97,789	Sales tax revenue has continued to improve
Charges for services	5,145,450	126,700	Fire inspection fee revenues are up as a result of the increased construction activity
Fines and forfeitures	1,294,150	28,100	
Miscellaneous	553,907	44,218	
Transfers from other funds	8,549,181	0	
	46,390,230	654,853	

Community Redevelopment Agency Fund

The CRA was credited with tax increment revenue from both the City and County in December.

Charges for services revenue is primarily associated with the ice rink.

Principal on CRA debt is paid in January. After interest payments in July the actual costs will be very close to the budget.

Water and Sewer Fund

Water sales in terms of thousands of gallons are projected to be about 5% below our forecast. This translates to our revenues being projected to be about 3.5% below our budget estimates. Staff is monitoring the impact on revenues. Based on spending for

the first six months of the fiscal year, it does not appear any further adjustments are necessary to our water and sewer budget.

The bottom line reflects a positive \$925,509 and debt service coverage is projected to be a strong 1.98 for the fiscal year.

Electric Services Fund

Electric sales in kWh are about 3% ahead of where we were at this point last year.

Fuel costs are over-recovered by about \$300,000 for the six months ended March 31, 2014. The balance in our fuel cost stabilization fund at March 31, 2014 was \$1,008,737.

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

The bottom line reflects a positive \$680,371 and debt service coverage is projected to be a strong 2.92 for the fiscal year.

Investment Report

This two page report summarizes the City's cash and investment holdings as of March 31, 2014. The overall portfolio has a blended rate of return of 1.36% and the average maturity of investment securities held was 4.27 years. All investment holdings were within the parameters of the City's current Investment Policy as of March 31, 2014.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD March 31, 2014 and 2013
50% of the Fiscal Year Lapsed

Fiscal YTD March 31, 2014							Fiscal YTD March 31, 2013			
Actual			Budget				Actual	Budget		
YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual		YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 13,246,283	180%	\$ 14,680,681	\$ 14,680,681	\$ 7,340,341	\$ 5,905,942	\$ 12,627,543	\$ 14,174,500	\$ 7,087,250	\$ 5,540,293
Franchise Fees	455,991	82%	1,118,000	1,118,000	559,000	(103,009)	443,392	1,103,800	551,900	(108,508)
Utility Taxes	2,805,298	82%	6,830,400	6,830,400	3,415,200	(609,902)	2,913,989	6,768,216	3,384,108	(470,119)
Occupational Licenses	469,238	197%	476,500	476,500	238,250	230,988	460,044	472,000	236,000	224,044
Building Permits	1,138,425	161%	1,417,500	1,417,500	708,750	429,675	777,836	1,450,500	725,250	52,586
Other Licenses & Permits	9,490	73%	26,000	26,000	13,000	(3,510)	15,440	21,500	10,750	4,690
Intergovernmental	2,355,918	75%	6,298,461	6,298,461	3,149,231	(793,313)	2,217,648	6,069,928	3,034,964	(817,316)
Charges for Services	2,728,154	106%	5,145,450	5,145,450	2,572,725	155,429	2,520,184	5,010,068	2,505,034	15,150
Fines and Forfeitures	629,046	97%	1,294,150	1,294,150	647,075	(18,029)	659,001	1,397,600	698,800	(39,799)
Miscellaneous	407,097	147%	553,907	553,907	276,954	130,143	221,897	683,381	341,691	(119,794)
Fund Balance	-	-	-	389,842	194,921	(194,921)	-	616,788	308,394	(308,394)
Total Revenues	24,244,939	127%	37,841,049	38,230,891	19,115,447	5,129,492	22,856,974	37,768,281	18,884,141	3,972,833
Expenditures:										
City Commission	10,600	90%	23,427	23,427	11,714	1,114	11,968	24,077	12,039	71
Legal Services - City Attorney	118,445	101%	245,000	235,000	117,500	(945)	153,813	240,236	120,118	(33,695)
Legal Services - Other	26,119	87%	60,000	60,000	30,000	3,881	-	60,000	30,000	30,000
Lobbyists	86,543	147%	108,000	118,000	59,000	(27,543)	55,475	118,000	59,000	3,525
City Management	237,102	94%	503,379	503,379	251,690	14,588	233,177	501,383	250,692	17,515
Budget and Performance Measurement	63,140	0%	136,316	136,316	68,158	5,018	14,761	-	-	(14,761)
City Clerk	110,378	89%	247,496	247,496	123,748	13,370	89,338	203,145	101,573	12,235
Communications Dept.	205,514	85%	472,491	483,105	241,553	36,039	194,659	463,895	231,948	37,289
Information Technology Services	578,014	97%	1,197,783	1,197,783	598,892	20,878	612,043	1,241,789	620,895	8,852
Finance	399,691	95%	840,785	840,785	420,393	20,702	397,334	831,058	415,529	18,195
Human Resources	127,342	87%	294,311	294,311	147,156	19,814	113,136	250,789	125,395	12,259
Purchasing	91,197	80%	226,775	226,775	113,388	22,191	97,313	225,011	112,506	15,193
Planning & Community Development	223,227	83%	535,256	535,256	267,628	44,401	225,395	592,782	296,391	70,996
Building	486,777	91%	1,066,151	1,066,378	533,189	46,412	470,236	1,002,095	501,048	30,812
Economic Development	4,678	6%	100,000	157,820	78,910	74,232	20,215	211,398	105,699	85,484
Public Works	3,121,722	92%	6,652,758	6,820,122	3,410,061	288,339	3,260,526	6,942,130	3,471,065	210,539
Police	5,678,844	88%	12,888,430	12,907,382	6,453,691	774,847	5,668,520	12,717,307	6,358,654	690,134
Fire	4,943,743	92%	10,722,233	10,727,098	5,363,549	419,806	4,913,293	10,118,777	5,059,389	146,096
Parks & Recreation	3,212,834	94%	6,825,380	6,836,080	3,418,040	205,206	3,137,442	6,879,703	3,439,852	302,410
Organizational Support	1,158,420	151%	1,534,560	1,534,560	767,280	(391,140)	776,613	1,536,560	768,280	(8,333)
Non-Departmental	-	-	(78,475)	(78,475)	(39,238)	(39,238)	-	150,000	75,000	75,000
Total Expenditures	20,884,329	93%	44,602,056	44,872,598	22,436,302	1,551,973	20,445,257	44,310,135	22,155,073	1,709,816
Revenues Over/(Under)										
Expenditures	3,360,610	-101%	(6,761,007)	(6,641,707)	(3,320,855)	6,681,465	2,411,717	(6,541,854)	(3,270,932)	5,682,649
Operating transfers in	4,161,232	97%	8,538,481	8,549,181	4,274,591	(113,359)	4,129,614	8,475,392	4,237,696	(108,082)
Operating transfers out	(888,737)	93%	(1,777,474)	(1,907,474)	(953,736)	64,999	(913,519)	(1,933,538)	(966,769)	53,250
Other Financing Sources/(Uses)	3,272,495	99%	6,761,007	6,641,707	3,320,855	(48,360)	3,216,095	6,541,854	3,270,927	(54,832)
Total Revenues Over										
Expenditures	\$ 6,633,104		\$ 0	\$ -	\$ -	\$ 6,633,104	\$ 5,627,812	\$ -	\$ (5)	\$ 5,627,817

* As adjusted through March 31, 2014

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD March 31, 2014 and 2013
42% of the Fiscal Year Lapsed

	Fiscal YTD March 31, 2014						Fiscal YTD March 31, 2013			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 2,127,789	200%	\$ 2,130,437	\$ 2,130,437	\$ 1,065,219	\$ 1,062,571	\$ 2,003,379	2,024,000	\$ 1,012,000	\$ 991,379
Intergovernmental	-	0%	-	-	-	-	-	-	-	-
Charges for services	182,686	0%	195,000	195,000	97,500	85,186	159,735	175,940	87,970	71,765
Miscellaneous	14,204	41%	70,000	70,000	35,000	(20,796)	39,168	25,300	12,650	26,518
Fund Balance	-	0%	-	531,658	265,829	(265,829)	-	55,845	27,923	(27,923)
Total Revenues	2,324,679	159%	2,395,437	2,927,095	1,463,548	861,132	2,202,282	2,281,085	1,140,543	1,061,739
Expenditures:										
Planning and Development	489,521	74%	794,600	1,326,258	663,129	173,608	503,450	733,802	366,901	(136,549)
Capital Projects	-	0%	-	-	-	-	-	-	-	-
Debt service	1,256,290	169%	1,486,425	1,486,425	743,213	(513,078)	7,043,812	1,547,283	773,642	(6,270,170)
Total Expenditures	1,745,811	124%	2,281,025	2,812,683	1,406,342	(339,470)	7,547,262	2,281,085	1,140,543	(6,406,719)
Revenues Over/(Under)										
Expenditures	578,868	100%	114,412	114,412	57,206	521,662	(5,344,980)	-	-	(5,344,980)
Debt proceeds	-	-	-	-	-	-	5,870,000	-	-	5,870,000
Operating transfers out	(23,967)	0%	(47,934)	(47,934)	(23,967)	-	-	-	-	-
Other Financing Sources/(Uses)	(23,967)	0%	(47,934)	(47,934)	(23,967)	-	5,870,000	-	-	5,870,000
Total Revenues Over/(Under)										
Expenditures	\$ 554,901		\$ 66,478	\$ 66,478	\$ 33,239	\$ 521,662	\$ 525,020	-	\$ -	\$ 525,020

* As adjusted through March 31, 2014

WINTER PARK WATER AND WASTEWATER METRICS

March 31, 2014

	FY 2014				FY 2013	
	FY 2014 YTD	FY 2014 Annualized	FY 2014 Budget	Projected Variance from Budget	FY 2013 YTD	FY 2013 in Total
Operating Performance:						
Water and Irrigation Sales (in thousands of gallons)						
Sewer - inside city limits	483,098	962,440	972,186	(9,746)	490,476	962,785
Sewer - outside city limits	429,501	849,155	870,720	(21,565)	441,212	855,589
Water - inside city limits	707,998	1,416,591	1,441,932	(25,342)	724,724	1,418,781
Irrigation - Inside City	272,974	549,138	609,648	(60,510)	303,409	585,899
Water - outside city limits	615,309	1,199,116	1,275,234	(76,119)	640,547	1,246,393
Irrigation - Outside City	57,676	115,681	129,892	(14,211)	62,676	121,411
Total	2,566,555	5,092,120	5,299,612	(207,492)	2,663,044	5,190,858
<hr/>						
Operating revenues: ¹						
Sewer - inside city limits	\$ 3,097,659	\$ 6,171,234	\$ 6,270,904	\$ (99,670)	3,251,418	6,422,040
Sewer - outside city limits	3,365,609	6,654,061	6,849,038	(194,977)	3,600,800	7,057,057
Water - inside city limits	3,789,719	7,582,619	7,972,870	(390,251)	3,394,193	6,960,691
Water - outside city limits	2,709,067	5,279,439	5,522,295	(242,856)	2,624,095	5,247,434
Other operating revenues	637,116	1,274,232	1,257,500	16,732	676,065	1,350,425
Total operating revenues	13,599,170	26,961,585	27,872,607	(911,022)	13,546,571	27,037,647
Operating expenses:						
General and administration	772,890	1,545,780	1,686,280	140,500	726,366	1,580,493
Operations	5,181,885	10,363,771	12,187,001	1,823,230	5,208,830	11,138,574
Wastewater treatment by other agencies	1,656,281	3,542,563	3,864,459	321,896	1,534,062	3,946,893
Total operating expenses	7,611,057	15,452,114	17,737,740	2,285,626	7,469,258	16,665,960
Operating income (loss)	5,988,113	11,509,471	10,134,867	1,374,604	6,077,313	10,371,687
Other sources (uses):						
Investment earnings	108,857	217,714	168,600	49,114	(3,739)	(327,107)
Miscellaneous revenue	5,016	5,016	-	5,016	6,192	6,782
Transfer to Renewal and Replacement Fund	(1,168,329)	(2,336,658)	(2,336,658)	-	(1,001,209)	(2,002,830)
Transfer to General Fund	(1,010,550)	(2,021,100)	(2,021,100)	-	(957,050)	(1,914,100)
Transfer to Capital Projects Fund	(36,250)	(72,500)	(72,500)	-	(35,500)	(71,000)
Debt service sinking fund deposits	(2,961,348)	(5,922,530)	(5,885,863)	(36,667)	(2,961,404)	(5,923,086)
Total other sources (uses)	(5,062,604)	(10,130,058)	(10,147,521)	17,463	(4,952,710)	(10,231,341)
Net increase (decrease) in funds	\$ 925,509	\$ 1,379,413	\$ (12,654)	\$ 1,392,067	1,124,603	140,346
Debt service coverage		1.98				1.72
Annual Renewal and Replacement (R&R) Funding		2,336,658				
Net Value of Water and Wastewater Plant as of 09/30/2013		84,957,732				
Annual R&R Funding as a Percentage of Plant		2.75%				

¹The City implemented adjustments to water (increasing) and wastewater (decreasing) effective October 1, 2013

Sewer Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2013	91,710			91,710
Sewer impact fee revenues		831,808		831,808
Investment earnings		11,944		11,944
Fairbanks Avenue sewer extension			(101,394)	(101,394)
Other sewer main extension work			(76,537)	(76,537)
Ending balance - 3/31/2014	91,710	843,752	(177,931)	757,531

Water Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2013	2,532,576			2,532,576
Water impact fee revenues		281,883		281,883
Investment earnings		27,605		27,605
Ending balance - 3/31/2014	2,532,576	309,488	-	2,842,064

Renewal and Replacement Fund

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2013	1,314,042			1,314,042
R&R transfer		1,168,329		1,168,329
Investment earnings		19,340		19,340
Upgrade water mains			(359,313)	(359,313)
Upgrade sewer mains			(253,273)	(253,273)
Rehab sewer manholes			(536)	(536)
Replace asbestos cement force mains			(25,513)	(25,513)
Short line sewer rehab projects			(61,237)	(61,237)
Sewer main extensions			(1,253)	(1,253)
Lift station upgrades and repairs			(2,293)	(2,293)
Utility patch crew work			(129,732)	(129,732)
Ending balance - 3/31/2014	1,314,042	1,187,669	(833,150)	1,668,561

WINTER PARK ELECTRIC UTILITY METRICS

March 31, 2014

Variance

	<u>FY'14</u> <u>YTD</u>	<u>FY'14</u> <u>Annualized</u>	<u>FY'14</u> <u>Budget</u>	<u>Variance</u> <u>from</u> <u>Budget</u>	<u>FY'13</u>	<u>FY'12</u>	<u>FY'11</u>
<u>Technical Performance</u>							
Net Sales (kWh)	198,261,534	426,919,754	419,633,177	7,286,577	413,024,741	413,795,957	427,601,415
Average Revenue/kWh	0.1114	0.1114			0.1157	0.1091	0.1212
Wholesale Power Purchased (kWh)	198,668,000	449,170,246	446,266,000	2,904,246	437,823,000	434,514,000	451,951,216
Wholesale Power Cost/kWh	0.0557	0.0553			0.0606	0.0553	0.0674
Gross margin	0.0557	0.0561			0.0551	0.0538	0.0538
SAIDI (rolling 12 month sum)					69.88	72.73	64.44
MAIFI (rolling 12 month sum)	-				-	1.02	0.42
Sold vs. Purchased kWh Ratio	99.80%	95.05%	94.03%		94.34%	95.23%	94.61%
<u>Income Statement</u>							
Electric Sales:							
Fuel	7,856,674	16,917,903	16,647,129	270,774	18,219,274	15,769,044	20,583,619
Non-Fuel	14,228,058	30,637,506	30,027,759	609,747	29,567,092	29,365,745	31,244,725
Other Operating Revenues	157,805	315,610	355,892	(40,282)	437,844	407,431	667,604
Total Operating Revenues	22,242,537	47,871,019	47,030,780	840,239	48,224,210	45,542,220	52,495,948
Operating Expenses:							
General and Administrative	540,827	1,081,654	1,171,065	89,411	1,017,953	981,451	1,047,988
Operating Expenses	3,392,446	6,784,892	6,591,228	(193,664)	5,565,771	4,939,316	5,136,207
Purchased Power							
Fuel	7,554,433	16,917,903	16,647,129	(270,774)	18,236,484	15,992,090	21,212,369
Non-Fuel	3,503,986	7,922,192	9,156,175	1,233,983	8,303,250	8,043,955	9,256,070
Transmission Power Cost	1,056,831	2,113,662	2,489,825	376,163	2,259,347	2,328,188	2,130,671
Total Operating Expenses	16,048,523	34,820,303	36,055,422	1,235,119	35,382,805	32,285,000	38,783,305
Operating Income (Loss)	6,194,014	13,050,716	10,975,358	2,075,358	12,841,405	13,257,220	13,712,643
Nonoperating Revenues (Expenses):							
Investment Earnings (net of interest paid on interfund borrowings)	(3,228)	(6,456)	25,593	(32,049)	(82,277)	57,244	33,506
Principal on Debt	(882,500)	(1,765,000)	(1,765,000)	-	(1,730,000)	(1,620,000)	(1,430,000)
Interest on Debt	(1,349,171)	(2,698,342)	(3,094,378)	396,036	(2,644,119)	(2,579,881)	(2,990,613)
Miscellaneous Revenue	221,841	443,682	-	443,682	239,891	126,183	1,337,683
Proceeds from Sale of Assets		-	-	-	3,151	2,655	(22,089)
Capital Spending from Sources other than Bond Proceeds	(2,745,091)	(5,490,182)	(3,925,000)	(1,565,182)	(3,890,166)	(2,109,061)	(1,621,474)
Contributions in Aid of Construction	395,199	790,398	-	790,398	643,647	389,419	477,746
Residential Underground Conversions	25,050	50,100			1,000		
Capital Contributions for Plug-In Program	59,998	119,996	-	119,996	138,426	102,343	59,593
Total Nonoperating Revenues (Expenses)	(4,277,902)	(8,555,804)	(8,758,785)	152,881	(7,320,447)	(5,631,098)	(4,155,648)
Income (Loss) Before Operating Transfers	1,916,112	4,494,912	2,216,573	2,228,239	5,520,958	7,626,122	9,556,995
Operating Transfers In							
Operating Transfers In	-	-	-	-	-	-	-
Operating Transfers Out	(1,235,741)	(2,660,941)	(2,687,500)	26,559	(2,685,344)	(2,537,830)	(2,869,777)
Total Operating Transfers	(1,235,741)	(2,660,941)	(2,687,500)	26,559	(2,685,344)	(2,537,830)	(2,869,777)
Net Income	680,371	1,833,971	(470,927)	2,254,798	2,835,614	5,088,292	6,687,218

WINTER PARK ELECTRIC UTILITY METRICS

March 31, 2014

Variance

	FY'14 <u>YTD</u>	FY'14 <u>Annualized</u>	FY'14 <u>Budget</u>	from <u>Budget</u>	<u>FY'13</u>	<u>FY'12</u>	<u>FY'11</u>
<u>Technical Performance</u>							
 <u>Other Financial Parameters</u>							
Debt Service Coverage	2.77	2.92			2.54	3.17	3.11
Fixed Rate Bonds Outstanding	57,070,000				58,510,000	59,915,000	61,235,000
Auction Rate Bonds Outstanding	15,260,000				15,585,000	16,610,000	16,910,000
Total Bonds Outstanding	72,330,000				74,095,000	76,525,000	78,145,000
Principal Repayment	1,765,000		1,765,000		2,430,000	1,620,000	1,430,000
Capital Spending from Bond Proceeds	19,460	38,920	-		130,168	1,802,511	514,366
Balance Owed on Advance from General Fund	-				-	-	405,494
Cash Balance	702,746				1,991,503	2,838,999	(2,589,592)

Notes

Fiscal Years run from October to September; FY'14 is 10/1/13 to 9/30/14

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

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

Cash and Investment Portfolio (excluding pension funds and bond proceeds)
31-Mar-14

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
Short-term funds:											
Bank of America					0.25%	6,707,601.93					
BankFirst					0.25%	1,154,818.50					
Money Market Fund					0.01%	161,865.10					
State Board of Administration (SBA)					0.23%	18,964.29					
Total short-term funds						8,043,249.82				14.41%	
Long-term investments:											
US Treasury Note Investments (backed by full faith and credit of the United States Government):											
US TREASURY NOTES	912828SE1	02/07/13	\$ 1,000,000.00	100.102	0.25%	1,001,020.00	02/15/15				
US TREASURY NOTES	912828UG3	02/08/13	\$ 1,500,000.00	100.055	0.38%	1,500,825.00	01/15/16	AAA			
US TREASURY NOTES	912828RJ1	02/21/14	\$ 2,000,000.00	100.820	1.00%	2,016,400.00	09/30/16	AAA			
US TREASURY NOTES	912828UA6	02/07/13	\$ 1,000,000.00	97.789	0.63%	977,890.00	11/30/17	AAA			
Total US Treasury Note Investments						5,496,135.00				9.85%	11.50%
Government National Mortgage Investments (backed by full faith and credit of the United States Government):											
GNMA PASS THRU POOL 488237	36210CLS0	05/03/99	\$ 500,000.00	102.443	6.00%	-	05/15/14				
GNMA II ARM PASS THRU POOL 8258	36202KE76	05/04/99	\$ 490,000.00	102.505	1.75%	3,281.86	08/20/23				
GNMA PASS THRU POOL 372024	36204KG98	05/21/98	\$ 1,730,000.00	113.209	6.50%	77,960.06	01/15/24				
GNMA PASS THRU POOL AD1605	36180CYA1	02/01/13	\$ 1,000,000.00	97.035	2.00%	903,084.94	01/15/28				
GNMA II PASS THRU POOL 2562	36202CZ30	02/08/01	\$ 2,500,000.00	113.547	6.00%	56,611.78	03/20/28				
GNMA PASS THRU POOL 497581	36210NXJ3	02/11/99	\$ 500,000.00	114.327	6.00%	18,017.72	01/15/29				
GNMA II PASS THRU POOL 2795	36202DC82	02/08/01	\$ 2,000,000.00	111.758	6.50%	32,125.59	08/20/29				
GNMA II PASS THRU POOL 2997	36202DKJ9	01/31/01	\$ 1,717,305.00	111.758	6.50%	12,317.85	11/20/30				
GNMA PASS THRU POOL 574674	36200WMX6	03/27/08	\$ 1,700,000.00	109.731	5.00%	202,403.86	04/15/34				
GNMA II PASS THRU POOL 3839	36202EHQ5	01/30/08	\$ 1,000,000.00	107.953	4.50%	259,352.46	04/20/36				
GNMA II PASS THRU POOL 4071	36202EQY8	01/18/08	\$ 1,000,000.00	109.210	5.00%	180,401.20	01/20/38				
GNMA 09-9 TA REMIC MULTICLASS CMO	38374TDH4	03/17/09	\$ 1,000,000.00	105.731	4.50%	593,962.95	08/20/38				
GNMA 10-31 AP REMIC MULTICLASS CMO	38376XL50	04/12/10	\$ 1,000,000.00	106.965	4.00%	232,678.61	08/20/38				
GNMA PASS THRU POOL 702875	36296V2G2	05/10/10	\$ 1,015,000.00	105.284	4.00%	879,130.50	07/15/39				
GNMA 13-28 DE REMIC MULTICLASS CMO	38378FWG1	02/08/13	\$ 1,000,000.00	95.082	1.75%	890,349.46	12/20/42				
GNMA 13-42 DE REMIC MULTICLASS CMO	38378JFT4	03/13/13	\$ 1,000,000.00	97.804	1.75%	885,886.01	01/20/43				
Total Government National Mortgage Investments						5,227,564.85				9.37%	10.94%
Federal Instrumentalities (United States Government)											
Federal Farm Credit Investments:											
FEDERAL FARM CREDIT	3133EA3Z9	10/16/12	\$ 1,000,000.00	96.953	1.42%	969,530.00	07/10/19	AAA	AA+		
FEDERAL FARM CREDIT	3133EDGP1	03/03/14	\$ 2,000,000.00	100.306	2.29%	2,006,120.00	03/10/20	AAA	AA+		
FEDERAL FARM CREDIT	3133EC7L2	12/13/13	\$ 2,000,000.00	96.497	1.29%	1,929,940.00	06/14/19	AAA	AA+		
FEDERAL FARM CREDIT	3133ECMJ0	04/22/13	\$ 1,000,000.00	98.390	0.74%	983,900.00	07/25/17	AAA	AA+		
FEDERAL FARM CREDIT	3133ECNY6	05/03/13	\$ 1,000,000.00	97.696	0.95%	976,960.00	05/08/18	AAA	AA+		
FEDERAL FARM CREDIT	3133EA6F0	10/19/12	\$ 1,000,000.00	97.544	1.24%	975,440.00	10/25/18	AAA	AA+		
FEDERAL FARM CREDIT	31331KAU4	01/21/11	\$ 1,000,000.00	106.888	3.33%	1,068,880.00	01/28/19	AAA	AA+		
FEDERAL FARM CREDIT	3133EAD70	07/31/12	\$ 800,000.00	96.795	1.40%	774,360.00	08/01/19	AAA	AA+		

Cash and Investment Portfolio (excluding pension funds and bond proceeds)
31-Mar-14

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
Total Federal Farm Credit Investments						<u>9,685,130.00</u>				17.35%	20.27%
Federal Home Loan Banks Investments:											
FEDERAL HOME LOAN BANK	313380BQ9	07/31/12	\$ 3,750,000.00	97.477	1.55%	3,655,387.50	08/15/19	AAA	AA+		
FEDERAL HOME LOAN BANK	313380Z83	10/10/12	\$ 1,000,000.00	96.235	1.49%	962,350.00	11/01/19	AAA	AA+		
FEDERAL HOME LOAN BANK	313380S65	02/27/14	\$ 1,007,608.69	97.797	1.67%	985,411.07	10/11/19	AAA	AA+		
FEDERAL HOME LOAN BANK	3133814M4	10/19/12	\$ 1,000,000.00	95.467	1.05%	954,670.00	04/29/20	AAA	AA+		
FEDERAL HOME LOAN BANK	313380C54	07/31/12	\$ 3,000,000.00	94.590	1.00%	<u>2,837,700.00</u>	08/14/20	AAA	AA+		
Total Federal Home Loan Banks Investments						<u>9,395,518.57</u>				16.83%	19.67%
Federal Home Loan Mortgage Investments:											
FEDERAL HOME LN MTG CORP	3134G3M56	09/12/12	\$ 1,000,000.00	98.669	1.15%	986,690.00	03/27/18	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134G4VW5	02/13/14	\$ 2,000,000.00	99.574	0.88%	1,991,480.00	03/10/17	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134G34QO	03/05/13	\$ 1,000,000.00	97.619	1.10%	976,190.00	07/30/18	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134G4VR6	02/19/14	\$ 1,460,000.00	99.645	1.25%	1,454,817.00	12/12/17	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134G42X5	04/11/13	\$ 2,000,000.00	96.683	1.05%	1,933,660.00	10/30/18	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134G4X94	03/04/14	\$ 1,000,000.00	99.178	1.15%	991,780.00	12/27/17	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134G3K58	09/13/12	\$ 1,000,000.00	95.189	1.50%	951,890.00	03/19/20	AAA	AA+		
FHLMC GOLD PASS THRU POOL J01091	3128PCF80	01/17/06	\$ 1,000,000.00	106.883	5.00%	112,152.89	02/01/21				
FHLMC GOLD PASS THRU POOL C91020	3128P7DZ3	03/21/07	\$ 1,000,000.00	110.245	5.50%	<u>99,313.13</u>	03/01/27				
Total Federal Home Loan Mortgage Investments						<u>9,497,973.02</u>				17.02%	19.88%
Federal National Mortgage Association Investments:											
FEDERAL NATL MTG ASSN	3136G16F1	12/11/12	\$ 1,000,000.00	97.385	1.00%	973,850.00	06/27/18	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G13U1	11/27/12	\$ 1,000,000.00	96.544	1.10%	965,440.00	12/18/18	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G0VM0	07/31/12	\$ 1,000,000.00	97.769	1.00%	977,690.00	07/30/19	AAA	AA+		
FEDERAL NATL MTG ASSN	3135G0NK5	08/13/12	\$ 2,000,000.00	97.788	1.63%	1,955,760.00	08/28/19	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G02B6	10/16/12	\$ 1,000,000.00	94.474	1.60%	944,740.00	10/30/20	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G0YZ8	08/15/12	\$ 2,500,000.00	96.909	2.00%	2,422,725.00	12/14/20	AAA			
FNMA PASS THRU POOL 255994	31371MKF3	03/12/07	\$ 1,605,000.00	110.534	5.50%	<u>232,631.05</u>	11/01/25				
Total Federal National Mortgage Association Investments:						<u>8,472,836.05</u>				15.18%	17.73%
Total Federal Instrumentalities (United States)						<u>37,051,457.64</u>				66.38%	77.55%
Total Long-Term Investments						<u>47,775,157.49</u>					
Total Short-Term Funds and Long-Term Investments						<u><u>55,818,407.31</u></u>					
Blended Portfolio Rate of Return						1.36%					
Average Maturity (in years)						4.27					

REGULAR MEETING OF THE CITY COMMISSION
April 28, 2014

The meeting of the Winter Park City Commission was called to order by Vice Mayor Steve Leary at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Minister John McDonald, Flowers Temple Church of God In Christ, followed by the Pledge of Allegiance.

Members present:

Vice Mayor Steven Leary
Commissioner Sarah Sprinkel
Commissioner Tom McMacken
Commissioner Carolyn Cooper

Also present:

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

Members absent:

Mayor Kenneth Bradley

Approval of the agenda

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

Mayor's Report

a. Briefing - Orange County Tax Collector Scott Randolph

Orange County Tax Collector, Scott Randolph spoke about the recent changes to the tax certificate sale process, non-ad valorem tax assessments, Department of Highway and Motor Vehicle Services now being handled through their office, and the two new locations to open in the future.

b. Presentation – Eagle Scout Project, John Michael Thomas

Eagle Scout John Michael Thomas presented a PowerPoint regarding his Eagle Scout Service project to raise \$50,000 for a peacock fountain to be installed in Central Park. He explained that he was inspired by his 13 year old classmate Elizabeth Buckley who passed away from an inoperable brain tumor on December 31, 2012.

c. Recognition of core value coin recipients (January-March 2014)

City Manager Randy Knight recognized the following employees who recently received a core value coin for their outstanding public service: Darrell Clayman, Daniel Maier, George Richardson, Lina Strube, David Lanphear, Cindy Bonham, Anthony Furbush, Mark Manu, Andrew Miller, Lena Petersen, Jim Routson, Theresa Broman, Luke Bryan, Barry Carson, Karen Cockerham, Kaitlin Gonzalez, Steve Mathes, Brian Smith, Kevin Tinch, Rod Blackstone, Mike Ruby and Gail Tinch.

d. Outstanding Class C Water Treatment Plant for the Magnolia Water Treatment Plant award

Chairman Jason Perillo, Florida Section American Water Works Association, presented the City with the Outstanding Class C Water Treatment Plant award for the Magnolia Water Treatment Facility.

City Manager's Report

City Manager Knight reminded the Commission about the meeting tomorrow at 5:00 pm regarding the Lee Road extension which will then come to the Commission at a work session on May 5.

City Manager Knight addressed the Winter Park's SunRail station being a "kiss and ride" station and Maitland being a full service park and ride station. He answered questions regarding the circulator bus.

City Manager Knight reported that the new parking lot next to the City Hall employee lot will have 88 new spaces available and hoped to be completed by the end of the week.

City Manager Knight addressed the ongoing negotiations regarding baseball.

City Manager Knight mentioned the possibility of extending the CRA and is intending on bringing the item forward to the Commission for discussion following the CRA meeting on May 12.

City Attorney's Report: No items.

Non-Action Item: No items.

Consent Agenda

- a. Approve the minutes of April 14, 2014.
- b. Approve the interlocal agreements with Valencia College and other local agencies for fire service training.

Motion made by Commissioner Sprinkel to approve the Consent Agenda; seconded by Commissioner McMacken. No public comments were made. **The motion carried unanimously with a 4-0 vote.**

Action Items Requiring Discussion: No items.

PUBLIC HEARINGS:

- a. Request of Benjamin Partners, LTD and the Sydgan Corporation representing Bubbalous, Inc. on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction with the Ravaudage Planned Development:

Attorney Brown read both ordinances by title. Planning Manager Jeff Briggs explained the request. Upon request, Attorney Brown answered questions regarding the legality.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATIONS OF COMMERCIAL AND LOW DENSITY RESIDENTIAL TO PLANNED DEVELOPMENT FUTURE LAND USE ON THE PROPERTIES AT 970/1000/1008 AND 1306 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. First Reading

Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner McMacken. No public comments were made. **Upon a roll call vote, Vice Mayor Leary and Commissioners Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 4-0 vote. (Mayor Bradley was absent.)**

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE COMMERCIAL (C-3) AND LOW DENSITY RESIDENTIAL (R-2) DISTRICT DESIGNATIONS TO PLANNED DEVELOPMENT (PD-2) DISTRICT ZONING ON THE PROPERTIES AT 970/1000/1008 AND 1306 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. First Reading

Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner McMacken. No public comments were made. **Upon a roll call vote, Vice Mayor Leary and Commissioners Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 4-0 vote. (Mayor Bradley was absent.)**

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF LOREN AVENUE WITHIN THE RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION AREA, MORE PARTICULARLY DESCRIBED HEREIN. First Reading

Attorney Brown read the ordinance by title. Public Works Director Troy Attaway explained the request in detail and displayed a visual map for ease of reference.

Mr. Attaway answered questions pertaining to the overall process for the road abandonment. Upon request, Attorney Brown provided legal counsel.

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

Dr. Rob Hess, Winter Park Veterinary Hospital, 1601 Lee Road, shared concerns that he and his clients will not be able to access his veterinary office due to the proposed realignment of Bennett Avenue. Staff acknowledged the request to coordinate with Dr. Hess to ensure accessibility.

Sam Meiner, Bubbalous Winter Park, 1302 Orange Avenue, shared concerns with reducing the 50 foot turning radius to 40 foot as shown on the proposed plans. He said the large commercial delivery trucks need adequate access to deliver supplies for his business operations.

Applicant Dan Bellows (Benjamin Partners, LTD and Sydgan Corporation), 411 W. New England Avenue, explained the request in detail and addressed concerns pertaining to the turning radius for commercial trucks and local business access. Mr. Bellows clarified that nothing will be done to the existing road until both the City Attorney and staff approve the final engineering and easement documents.

Mr. Attaway advised that staff just received the revised road drawings and at this time do not agree with what is being proposed. He explained that staff will need at least two weeks to review the information to ensure that it meets the appropriate criteria and that revisions may need to be done to address the concerns raised by both Mr. Hess and Mr. Meiner.

Motion made by Commissioner Cooper to table until appropriate staff work has been completed. Motion failed for lack of a second.

Mr. Attaway reassured the Commission that staff intends to produce the easement and the final road layouts showing all turning movements by second reading.

The following spoke in opposition:

Jean Hess, Winter Park Veterinary Hospital, 401 Lee Road
Douglas Loft, 2633 Verona Trail
Lurlene Fletcher, 811 English Court
Sally Flynn, 1300 Highland Road

Upon a roll call vote, Vice Mayor Leary and Commissioners Sprinkel and Cooper voted no. Commissioner McMacken voted yes. The motion failed with a 3-1 vote. (Mayor Bradley was absent.)

Public Comment (5:00 p.m.)

No public comments were made.

c. Request of the City of Winter Park:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO THE PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATIONS; COMBINING THE PD-1 AND PD-2 FUTURE LAND USE DESIGNATIONS, DELETING THE MAPS INDICATING THE CANDIDATE AREAS FOR PLANNED DEVELOPMENT FUTURE LAND USE AND DELETING THE PARAMETERS FOR THE CREATION AND ESTABLISHMENT OF PLANNED DEVELOPMENT ZONING DISTRICTS AND OTHER POLICY TEXT RELATING TO PLANNED DEVELOPMENT FUTURE LAND USE; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS; PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Dori Stone, Director of Planning and Community Development, explained that one of the recommendations of the WRT study of the Comprehensive Plan was to combine the two Planned Development land use designations and to remove the development standards and other limitations that restricted the use of Planned Development future land use within the City. The proposed ordinance reflected the following plan changes:

1. Combines the PD-1 and PD-2 future land use designations into one PD future land use category.
2. Eliminates the four PD candidate area maps but maintains the geographic restriction to locations adjacent to four lane roadways such as Lee Road, Fairbanks Avenue, Orange Avenue, Denning Drive and Aloma Avenue and maintains that PD future land use is not intended or permitted for use within the Central Business District or the downtown core bounded by Fairbanks, Interlachen, Webster and Pennsylvania Avenues.
3. Removes parking garage FAR from the FAR calculations.
4. Eliminates the development standards text such as minimum and maximum parcel size, the lot coverage, setbacks, green space minimums, etc.
5. Eliminates the direction as to the establishment of PD Zoning districts as these have already been adopted.

Upon request, Ms. Stone clarified that the building height restriction maps are not being changed or removed; they will remain in place as is.

Discussion included the pros and cons with possibly removing parking garages from the overall FAR (Floor Area Ratio) calculations and if a minimum parcel size

restriction should remain in the code for Planned Developments. Ms. Stone and Planning Manager Jeff Briggs answered questions.

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

The following spoke in opposition

Marketa Hollingsworth, 646 W. Comstock Avenue
Marty Sullivan, 901 Georgia Avenue
Maura Smith Sullivan, 901 Georgia Avenue
John Bolden, 541 N. Capen Avenue
Mary Daniels, 650 W. Canton Avenue
Mary Randall, 1000 S. Kentucky Avenue
Donna Colado, 327 Beloit Avenue
Sally Flynn, 1500 Highland Road
Lurlene Fletcher, 811 English Court
Linda Erikson, 535 N. Interlachen Avenue

Patrick Chapin, Winter Park Chamber of Commerce, offered to assist the City with holding community conversations in an effort to reach out to the community.

Pete Weldon, 700 Via Lombardy, explained the differences between the current comprehensive plan and the proposed changes in an effort to ease citizen concerns.

Motion amended by Commissioner Cooper to continue to include parking garages in the calculations of FAR in Planned Developments. Motion failed for lack of a second.

Motion amended by Commissioner Cooper to continue to limit PD residential development to 17 density units per acre. Motion failed for lack of a second.

Motion amended by Commissioner Cooper that the western border be changed to Denning Avenue. Motion failed for lack of a second.

Upon a roll call vote on the main motion, Vice Mayor Leary and Commissioners Cooper and McMacken voted no. Commissioner Sprinkel voted yes. The motion failed with a 3-1 vote. (Mayor Bradley was absent.)

A recess was taken from 6:00 p.m. to 6:17 p.m.

d. Request of the City of Winter Park:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA; ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO THE MAXIMUM BUILDING HEIGHT WITHIN THE CENTRAL BUSINESS DISTRICT FUTURE LAND USE

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

Attorney Brown read the ordinance by title.

Dori Stone, Director of Planning and Community Development, addressed the intent of the ordinance to resolve the conflict with the Land Development Code and the Comprehensive Plan. She explained that the Land Development Code allows a 35 foot tall, two story building or a 45 foot tall, three story building in the Commercial Business District, but the Comprehensive Plan prohibits it. The Comprehensive Plan establishes policy and the Land Development Code establishes the maximum height standards.

Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Vice Mayor Leary. No public comments were made. **Upon a roll call vote, Vice Mayor Leary and Commissioners Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 4-0 vote. (Mayor Bradley was absent.)**

e. Request of the City of Winter Park:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA; ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO REPEALING THE REQUIREMENT FOR A SUPERMAJORITY VOTE OF THE CITY COMMISSION TO APPROVE CERTAIN CONDITIONAL USES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS; PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Dori Stone, Director of Planning and Community Development, explained the two types of Conditional Uses which require a supermajority vote for approval: construction within the stream floodways and floodplains of the City and construction of three story buildings within the Central Business District. The intent of the ordinance is to achieve consistency of majority rule by changing the policies of the Comprehensive Plan. Ms. Stone, Attorney Brown and Planning Manager Jeff Briggs answered questions.

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

Mary Daniels, 650 W. Canton Avenue, asked for clarification regarding the supermajority language. Attorney Brown responded.

Upon a roll call vote, Vice Mayor Leary and Commissioners Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 3-1 vote. (Mayor Bradley was absent.)

- f. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES; CREATING A DEFINITION OF "CENTER STREET CORRIDOR"; AMENDING THE DEFINITIONS OF "COMMERCIAL CONTAINER", "REFUSE CAN" AND "REFUSE CART"; AMENDING SECTION 82-2, SCHEDULE OF CIVIL PENALTIES; AMENDING SECTION 82-3 AND 82-6, REGARDING ENFORCEMENT OF VIOLATIONS; REPEALING SECTIONS 82-4 AND 82-5; AMENDING SECTION 82-32, PREPARATION OF REFUSE; AMENDING SECTION 82-33, DIRECTING PLACEMENT OF COMMERCIAL CONTAINERS; AMENDING SECTION 82-35, REFUSE CARTS; AMENDING SECTION 82-36, POINTS OF COLLECTION; AMENDING SECTION 82-37, FREQUENCY OF COLLECTION; AMENDING SECTION 82-40, PROVIDING A REMEDY FOR NONPAYMENT OF FEES; REPLACING "DIRECTOR OF PUBLIC WORKS" WITH "CITY MANAGER OR HIS DESIGNEE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Assistant City Manager Michelle del Valle explained that the intent of the ordinance is to allow consolidation of garbage in the Center Street Business District by replacing the existing dumpsters with a new single front-load garbage compactor, one for each block. Depending on the volume of waste generated, the compactors will be serviced anywhere from three days to six days per week. Citywide information letters have been sent to all impacted businesses regarding the planned changes, the estimated monthly cost impact and the dates for the public hearings. Ms. del Valle answered questions.

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

The following spoke in favor:

Lambrine Macejewski, 151 E. Welbourne Avenue.

David Odaowski, Edyth Bush Charitable Foundation, 199 E. Welbourne Avenue.

Upon a roll call vote, Vice Mayor Leary and Commissioners Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 4-0 vote. (Mayor Bradley was absent.)

City Commission Reports:

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

Commissioner Sprinkel requested that a summary sheet be posted for the public and emailed to the Commission listing all upcoming work sessions and meetings.

c. Commissioner Cooper – No items.

d. Commissioner McMacken

Commissioner McMacken reported he attended this year's Paint Out event which was truly inspirational.

e. Mayor Bradley – Absent.

The meeting adjourned at 6:45 p.m.

ATTEST:

Mayor Kenneth W. Bradley

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	May 12, 2014
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.	Tripp Contracting Construction	Contract No. RFQ-9-2104 for Purchase and Installation of Shady Park Pavilion for City of Winter Park, Quote No. RFQ-9-2014.	Total expenditure included in approved FY14 budget.	Commission approve and authorize the Mayor to execute a Contract No. RFQ-9-2014 and subsequent Purchase Order.
The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded on April 30, 2014.				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
2.	Odyssey Manufacturing Company	Piggyback Contract for 12.5% Sodium Hypochlorite for Water & Wastewater Treatment Facilities	Total expenditure included in approved FY14 budget.	Commission approve piggybacking City of Eustis Contract No. 001-10 to Odyssey Manufacturing Company and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Orders
The City Commission approved piggybacking the City of Eustis contract #001-10 for this product on October 10, 2011. The current contract term renewal expires June 24, 2016. The Blanket Purchase Order will expire September 30, 2014.				

Contracts

	vendor	item background	fiscal impact	motion recommendation
3.	Florida Bridge & Transportation, Inc.	Amendment 2 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering)	Total expenditure included in approved FY14 budget.	Commission approve contract renewal with Florida Bridge & Transportation, Inc. and authorize the Mayor to execute Amendment 2.
The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Florida Bridge & Transportation, Inc. on April 23, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire June 24, 2014.				
4.	Base Consultants, P.A.	Amendment 2 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering)	Total expenditure included in approved FY14 budget.	Commission approve contract renewal with Base Consultants, P.A. and authorize the Mayor to execute Amendment 2.

The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Base Consultants, P.A. on April 23, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire June 24, 2014.

5.	Universal Engineering Services	Amendment 2 for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Environmental Services)	Total expenditure included in approved FY14 budget.	Commission approve contract renewal with Universal Engineering Services and authorize the Mayor to execute Amendment 2.
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The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Universal Engineering Services on April 23, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire June 24, 2014.

6.	Davey Tree Expert Company	Amendment 1 for ITN-6-2013 Continuing Service Contract for Utility Vegetation Management	Total expenditure included in approved FY14 budget.	Commission approve contract renewal with Davey Tree Expert Company and authorize the Mayor to execute Amendment 1.
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The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Davey Tree Expert on June 24, 2013. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire June 24, 2014.



city commission agenda item

item type	Consent Agenda	meeting date	May 12, 2014
prepared by department division	Lena Petersen/Donald Marcotte Public Works	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

Subject:

City Commission approval for Mayor's signature to execute the Lease Agreement between the City of Winter Park and National Railroad Passenger Corporation (Amtrak) for occupation of the new station at 148 W. Morse Boulevard.

Motion | Recommendation:

Recommend approval of lease agreement.

Background:

June 2013	City Attorney drafted lease agreement forwarded to Amtrak for review/comment.
October 2013	Amtrak review and comment reply.
March 2014	City legal, staff and Amtrak lease provisions negotiated and final draft of lease agreement prepared.
April 2014	City legal and Amtrak legal review and acceptance as satisfactory the final lease agreement.
May 2014	Lease Agreement executed.

Alternatives | Other Considerations:

None

Fiscal Impact:

\$17,700 annual compensation by National Railroad Passenger Corporation (Amtrak) to the City to cover janitorial & building maintenance (\$10,200) and utility costs (\$7,500) including electric, water, garbage, stormwater fees.

LEASE AGREEMENT
(Winter Park Train Station)

This Lease Agreement ("Lease") is made and entered into as of this _____ day of _____, 2014, by and between the CITY OF WINTER PARK, a municipal corporation ("LESSOR"), and National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104 ("AMTRAK").

BACKGROUND

LESSOR owns certain real property in the City of Winter Park, located at 148 W. Morse Blvd, Winter Park, FL 32789, which property is commonly known as the Winter Park Train Station ("Station"), which, *inter alia*, consists of a train station building, and a parking area, being more particularly shown on Exhibit "A", attached hereto and made a part hereof; and

AMTRAK desires to lease the a portion of the Station

.NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LESSOR and AMTRAK do hereby agree as follows:

1. **PREMISES**

a. LESSOR hereby leases to AMTRAK, for AMTRAK's exclusive use and AMTRAK leases from LESSOR, for the "Term" (as defined below), and pursuant to the terms and conditions set forth herein, 1,015 square feet of space in the Station and a portion of the parking area as delineated as "AMTRAK ONLY" on the plan attached and incorporated herein as Exhibit "B", ("Premises").

b. LESSOR also hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR, the general public, and all others designated by LESSOR, for the use of the common areas and common facilities in the Station (all parts of the Station shown on Exhibit "B" and not delineated as "AMTRAK only") and on the land on which the Station is located. The Station and the land on which it is located and the "Common Areas" (as defined below and depicted on Exhibit B) are collectively referred to herein as the "Property". Common Areas are the sidewalks, plazas, parking areas (which are not part of AMTRAK's exclusive use), driveways, hallways, public bathrooms, common entrances, lobbies, platforms, other public portions of the Property and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises ("Common Areas"). Office space and luggage areas, as depicted on Exhibit B and the Premises, will be restricted for only AMTRAK's use.

2. **TERM**

a. The term of this Lease shall be for twenty (20) years ("Term") commencing upon occupancy by AMTRAK of the Premises ("Commencement Date). The Term will end twenty (20) years from Commencement Date, unless (a) sooner terminated (i) by AMTRAK giving ninety (90) days prior written notice to LESSOR that AMTRAK's rail passenger service to the Station will relocate or cease, or (ii) in the event LESSOR elects not

to rebuild the Station as provided in paragraph 16, in this Lease

3. MAINTENANCE AND UTILITY FEES

AMTRAK shall pay annual fees to LESSOR to compensate LESSOR for its utility, janitorial and maintenance services ("Annual Fee"). The fee for janitorial and maintenance shall be \$10,200.00 per annum. AMTRAK shall pay to LESSOR \$7,500.00 per annum for utility fees (including water, electric, garbage pickup and stormwater). Therefore, the total Annual Fee payment to LESSOR from AMTRAK is \$17,700.00. The Annual Fee shall be adjusted at the end of each five (5) year period in accordance with the following provisions ("Fee Adjustment").

The Annual Fee will be adjusted in accordance with the following provisions ("Fee Adjustment"):

1) "Index" shall mean the "Consumer Price Index for All Urban Consumers - (CPI-U)" all items, (Base year 1982-84=100) as issued by the Bureau of Labor Statistics of the U.S. Department of Labor with respect to the U.S. city average;

2) The Index for February 2014 shall be designated the Base Index;

3) Commencing on the expiration of five (5) years from Commencement Date, and every five (5) years thereafter, the Annual Fee will be increased by the percentage increase in the Index for every five (5) year period subsequent to Commencement Date, (i.e. compared to the Base Index);

4) If LESSOR is entitled to an increase of the Annual Fee in accordance with the above provisions, LESSOR will send written notice to AMTRAK setting forth the new Annual Fee no later than the 1st of April of each five (5) year period that the Annual Fee is to be increased. If the notice is not received by Amtrak by that date the Annual Fee shall not be subject to an increase for that subsequent five (5) year period.

5) The five (5) year aggregate for the Fee Adjustment shall never be more than seven percent (7%).

4. USE

AMTRAK may occupy and use the Premises for any lawful purpose reasonably related to the operation of a rail passenger station and AMTRAK's business operations, including ticketing, waiting area for passengers, baggage, package, express services, offices, and operations incidental to AMTRAK's business (all uses set forth in this Section shall collectively be referred to as "USE")

5. PARKING

AMTRAK shall have the exclusive right to use, free of charge, ten (10) reserved parking spaces in the parking area located at the Property as shown on Exhibit "B", attached hereto and made a part hereof. LESSOR shall designate said ten (10) reserved spaces with signage indication "FOR AMTRAK PASSENGER USE ONLY".

6. HOURS OF OPERATION

AMTRAK shall have the right to keep the Premises open at all such times as it desires. AMTRAK shall be responsible for opening and closing the Premises during which time AMTRAK shall be solely responsible for the Premises. LESSOR shall have the right to keep the Common Areas open for additional hours as it desires and shall be responsible for the Common Areas for that additional time.

7. UTILITIES

LESSOR shall make all arrangements for the provision of all utilities, subject to AMTRAK's payments as provided in Paragraph No. 3.

8. SIGNS

AMTRAK's business signs, including all signs designed, erected, placed or maintained by AMTRAK, or allowed to be erected, placed, or maintained by it, on the Property prior to the Commencement Date are deemed approved by LESSOR ("Approved Signs"). AMTRAK may (a) keep and maintain Approved Signs on the Property throughout the Term of this Lease, and (b) replace any or all Approved Signs with new signs of similar content when such replacement is warranted in AMTRAK's sole discretion (any such replacement signs shall be deemed Approved Signs). Prior to replacing any Approved Signs with signs of substantially different content or erecting or installing any signs in addition to Approved Signs, AMTRAK must notify LESSOR of its intention to do so, subject to LESSOR's written consent, which shall not be unreasonably delayed, conditioned or denied. AMTRAK shall not erect or install any sign in the Station in violation of any applicable law, ordinance, rule or regulation of any governmental agency.

AMTRAK's business signs and signs needed for security, passenger information display system ("PIDS") or ADA compliance or other signs required for AMTRAK to be in compliance with any laws, statutes, regulations or government requirements are deemed approved by LESSOR ("Business Signs"). AMTRAK may keep and maintain Business Signs and Approved Signs on the Property throughout the Term of this Lease. All other signs shall not be erected without the prior written approval of LESSOR, which approval shall not be unreasonably denied, delayed or conditioned. AMTRAK shall not erect or install any sign in the Station that violates any applicable law, ordinance, rule or regulation of any Federal agency.

9. HVAC

LESSOR shall provide heating, ventilation and air conditioning ("HVAC") systems for the Station, including the Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station at commercially reasonable levels. Heating and cooling temperatures will be set and maintained by LESSOR. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make such necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Premises.

10. LESSOR's MAINTENANCE

LESSOR shall provide:

- (i) Janitorial services to the Property (including the Premises);
- (ii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises or Common Areas;
- (iii) Replacement of lighting tubes, lamp ballasts, starters and bulbs;
- (iv) Extermination and pest control as often as may be deemed necessary in the exercise of prudent management practices and in no event less than semi-annually. To the greatest extent possible, such work shall be performed at times other than when passenger train and bus operations are scheduled;
- (v) Maintenance, cleaning and upkeep of Common Areas in a first-class manner. Such maintenance shall include without limitation cleaning, HVAC, illumination, repairs, replacements, lawn care and landscaping;
- (vi) A building manager or engineer capable of responding to AMTRAK's requests for service within two (2) hours during all times when AMTRAK's passenger train (and bus) operations are scheduled.
- (vii) Security which shall include: (1) police or patrol of the Property; and (2) panic button(s) under the AMTRAK ticket counter at locations as specified by AMTRAK. LESSOR shall ensure that all panic buttons are connected directly to and will contact directly the nearest local police station.
- (viii) LESSOR shall cause utilities (pay telephones in Common Areas, electricity, water, sewer, etc.) to be available to the Property sufficiently for the operation of a first-class commercial facility, including availability of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided in Section 4 of this Lease.

11. MAINTENANCE, REPAIR AND SERVICES

a. LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station and all fixtures, equipment, components and systems that are a part of the Station or necessary to and for the operation of the Station and AMTRAK's use and occupancy of its Premises, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Station before delinquency, except for those as specified in (b).

b. AMTRAK shall be responsible for the maintenance and repair of any trade fixtures, equipment or other personal property of AMTRAK located on or within the Premises and requiring maintenance and repair in AMTRAK's sole discretion and charges for any services for AMTRAK's sole use and benefit arranged for by Amtrak separately from the services provided by or to be provided by LESSOR under this Lease.

12. Notwithstanding anything to the contrary in this Lease, if LESSOR or AMTRAK fails in any of their obligations under Sections 9, 10 and 11, and such failure continues for more than three (3) consecutive days after notice of such failure, the other Party may provide any such maintenance, repairs and services or arrange for the provision of such. In the event such Party provides any such maintenance, repairs or service, the defaulting Party

shall reimburse the non-defaulting Party for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice for such payment. Upon request, the Party demanding payment shall supply verification of all costs.

13. WRITTEN SCHEDULE

At the Commencement Date, AMTRAK shall endeavor to provide to the LESSOR a written schedule of AMTRAK's then current passenger train (and bus, if applicable) operations. Throughout the Term, at LESSOR's written request, AMTRAK shall give a written schedule of AMTRAK's passenger train (and bus, if applicable) operations at the Station.

14. ALTERATIONS AND IMPROVEMENTS

AMTRAK shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:

a. No alterations or improvements made by AMTRAK shall in any way impair the structural stability of the Premises.

b. AMTRAK shall request LESSOR's written approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by LESSOR. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed.

c. AMTRAK shall cause the Premises to be kept free and clear of any mechanic's lien or materialmen's liens which may arise out of the construction of any such alterations or improvements by AMTRAK.

d. Except for AMTRAK's personal property and trade fixtures (including machinery, equipment and furnishings), all alterations and improvements that are permanently affixed to the Station shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

e. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). AMTRAK shall repair any damage to the Premises or Station caused by AMTRAK's removal of its personal property, trade fixtures, or equipment, but AMTRAK shall have no obligation to remove such items from the Station at any time.

f. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Station or adjacent areas for ADA or PIDS purposes. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on over, through and upon any property of LESSOR to obtain access to make such improvements. LESSOR's approval shall not be required for improvements required by the ADA or for the installation of PIDS.

g. AMTRAK, subject to the limitations provided herein, may make improvements to the Station or adjacent areas for security purposes, to include the right to install security cameras and intrusion detection systems. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements. To the extent that LESSOR has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that Amtrak shall have the right to access information, recordings, feeds and

video from such security systems and Amtrak may share such information with federal, state or local law enforcement agencies for security purposes.

15. INSURANCE AND INDEMNIFICATION

a. AMTRAK shall indemnify, defend, and hold harmless LESSOR, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct negligence or willful misconduct of AMTRAK, its officers, officials, directors, employees or agents, in connection with this Lease or AMTRAK's use of the Premises. If LESSOR cannot indemnify AMTRAK because of any provision of the "Sovereign Immunity Acts" (as defined below) or the State Constitution or Federal Law, this Section "a" shall not apply and shall be null and void, it being the intention of the parties that the indemnity provisions in Sections a and d be reciprocal. Hence, if LESSOR cannot indemnify, defend or hold harmless AMTRAK, then AMTRAK shall not indemnify, defend or hold harmless LESSOR. Notwithstanding any other provision set forth herein, AMTRAK's indemnity, duty to defend and requirement to hold harmless shall be limited to the same extent as LESSOR's under the "Sovereign Immunity Acts" (as defined below). By way of example: if LESSOR's payment of a claim or a judgment by any one person is limited to \$200,000.00 under the Sovereign Immunity Acts, AMTRAK's payment of a claim or judgment shall also be limited.

b. AMTRAK shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. AMTRAK shall cause all its subcontractors who perform work at the Station to add LESSOR and AMTRAK as additional insureds on subcontractors' general and auto liability insurance policies.

d. LESSOR shall indemnify, defend and hold harmless AMTRAK, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct negligence or willful misconduct of LESSOR its officers, officials, directors, employees or agents in connection with this Lease, or arising out of its ownership of the Station. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of LESSOR's right to sovereign immunity under Section 768.28, Florida Statutes, as amended from time to time, or other limitations imposed on LESSOR's potential liability under state or federal law, as may be amended from time to time ("Sovereign Immunity Acts"). To the extent that the provisions of Section 768.28, Florida Statutes, as may be amended from time to time, are deemed applicable at any time under this Agreement, said provisions shall be deemed fully incorporated into this Agreement by this reference as if specifically stated herein as a material term and condition of this Agreement. The foregoing is not intended to contractually limit or abrogate the provisions of 768.28, Florida Statutes, as may be amended from time to time.

e. LESSOR shall cause all its subcontractors who perform work at the Station to add LESSOR and AMTRAK as additional insureds on subcontractors' general and auto liability insurance policies.

16. DAMAGE OR DESTRUCTION

In the event of destruction, or substantial damage, to the Premises during the Term of this Lease which renders the Premises unusable to AMTRAK, in LESSOR's sole discretion, LESSOR shall have the option of:

a. Within one hundred eighty (180) days after such damage or destruction, replacing or rebuilding the Station, including the Premises, and in such manner and according to such plans and specifications which would restore the Station, including the Premises, to substantially the same condition as immediately before its destruction or substantial damage; or

b. Declining to replace or rebuild, in which event AMTRAK shall have the option of terminating this Lease Agreement by written notice.

c. LESSOR shall notify AMTRAK within thirty (30) days after such damages or destruction of LESSOR's decision to rebuild the Station including the Premises or declining to rebuild. During the 180 day repair or replacement period identified in Subsection (a) above, AMTRAK shall have no obligation to: (1) Pay any costs or expenses associated with the Station, including the Premises, required under this Lease; or (2) Provide any services to the Premises required under this Lease.

17. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave any remaining portion usable by AMTRAK for purposes of the business for which the Premises are leased in LESSOR's sole opinion will not terminate this Lease Agreement. If LESSOR, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, LESSOR may terminate this Lease by giving written notice of termination to AMTRAK no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should LESSOR not terminate this Lease, will be to terminate this Lease Agreement as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Fee and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of LESSOR, except to the extent that part of the award is allocated as damages to fixtures on the Station which were furnished by AMTRAK, damages for the value of AMTRAK's leasehold estate or relocation expenses for AMTRAK.

18. ACCEPTANCE

AMTRAK hereby acknowledges that when it occupies the Premises it shall be deemed to have received the Premises in good order and condition unless AMTRAK notifies LESSOR of defects or problems with the Premises within one (1) month after AMTRAK takes occupancy. If AMTRAK notifies LESSOR as aforesaid, LESSOR shall correct and repair any defects or problems identified by AMTRAK within thirty (30) days after the date of the notice.

19. SUBLEASE AND ASSIGNMENT

AMTRAK shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. This provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or

legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

20. DEFAULT BY AMTRAK

The failure of AMTRAK to substantially perform or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease Agreement within ninety (90) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default or such longer time period if the correction cannot be completed within said 30 days, provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

21. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK

a. If an Event of Default by AMTRAK occurs, as provided in Section 20, LESSOR shall have the right (unless otherwise specified in the termination notice), in addition to any rights of the LESSOR at law or in equity and after written notice to AMTRAK, to terminate this Lease and enter and take possession of the Premises and expel, oust and remove any and all parties who may occupy any portion of the Premises, all in accordance with all applicable laws and procedures.

b. In case of any termination, re-entry, and/or dispossession by the LESSOR in accordance with lawful proceedings:

(1) The Fees which are due and owing up to the time of termination, re-entry or other dispossession shall become due thereupon and be paid up to the earlier of (a) the time of such termination or (b) upon reentry, dispossession or expiration: and

(2) LESSOR may relet the Premises or any part or parts thereof, in the name of LESSOR, for a term or terms which may at LESSOR's option be less than or exceed the period which would otherwise have constituted the balance of the Term of the Agreement.

22. LESSOR'S DEFAULT

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after notice from AMTRAK identifying such failure, such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance (including attorney's fees) within twenty (20) days after AMTRAK presents an invoice to LESSOR for such performance; (2) terminate this Lease; or (3) pursue any and all rights and remedies available at law or in equity.

23. QUIET ENJOYMENT

If and so long as AMTRAK shall keep all the covenants and agreements required by it to be kept under this Lease, LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by AMTRAK.

24. RIGHT OF ENTRY UPON PREMISES

LESSOR and its agents and employees shall have the right to enter upon the

Premises, if accompanied by an AMTRAK employee, to inspect the same to determine if AMTRAK is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease.

25. TAXES

Pursuant to 49 U.S.C. §24301(l), AMTRAK is exempt from all state and local taxes, surcharges, or fees.

26. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES

AMTRAK agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of Federal authorities now existing or hereinafter created affecting AMTRAK's use and occupancy of the Premises. LESSOR agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county, municipal, or other governmental authorities and various departments there of now existing or hereinafter created regarding LESSOR's ownership and maintenance of the Station and the Property, including compliance with the Americans with Disabilities Act. Nothing in this Lease shall be interpreted as making AMTRAK a responsible party for purposes of accessibility requirements under the Americans with Disabilities Act. LESSOR warrants that the Premises, Property and Station (and platforms if owned by LESSOR) and improvements thereon comply with the Americans with Disabilities Act, as amended ("ADA"). Upon request from any governmental authority including but not limited to the Federal Railroad Administration (or similar successor agency) ("FRA"), the LESSOR shall provide an accessibility plan, (including any proposed ADA related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the Station into ADA compliance ("Accessibility Plan"). To the extent this Lease or development of the Station requires approval by the FRA under 49 CFR 37.42(d), the LESSOR shall provide FRA with a boarding plan for the Station, when requested.

27. CONDITION OF PREMISES UPON SURRENDER

When AMTRAK vacates the Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, AMTRAK shall leave the Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted and as may be altered, modified or improved in accordance with the terms of this Lease.

28. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

29. PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

30. PARTIES BOUND

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns.

31. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LESSOR:

City of Winter Park
401 Park Avenue S.
Winter Park, FL 32789
Attn: Randy Knight
City Manager

AMTRAK:

AMTRAK
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Assistant Vice President
Real Estate Development

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

32. LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

33. TIME OF ESSENCE, BINDING UPON HEIRS, ETC.

Time is of the essence of each and all the terms and provisions of this Lease and the terms and provisions of this Lease Agreement shall extend to and be binding upon and inure to the benefit of the, administrators, successors and assigns of the respective parties hereto.

34. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

35. ENTIRE AGREEMENT

This Lease contains the sole and only agreement of the parties relating to the matters contained herein. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Lease are of no force or effect.

36. ADJUDICATION

All adjudication relating to this Lease shall be in Federal Courts in the Middle District of Florida.

37. HOLDING OVER

If AMTRAK shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

38. AMENDMENT

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

39. NON DISTURBANCE

LESSOR, and all succeeding landlords agree that it shall not sell, transfer, assign or in any manner dispose of or change ownership or control of the Station without providing AMTRAK with evidence that new owner will assume in writing all of the provisions of this Lease. Such consent shall be subject to, inter alia, the new landlord, controlling party or owner agreeing in writing to be bound by all of the provisions of this Lease.

This Lease shall be recorded by LESSOR in the public records in and for Orange County, Florida. This Lease shall not be subordinate to any other liens, mortgages or encumbrances unless such owner or holder of the lien, mortgage or other encumbrance signs a nondisturbance agreement approved by AMTRAK, in its sole discretion, prior to any disposition of the Station.

40 AUDIT RIGHTS

AMTRAK, its Office of Inspector General or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to five (5) years after this Lease is terminated and final payments of all sums due hereunder are made, and after advance notice to LESSOR, to make any examination, inspection or audit of LESSOR's books and records which relate in any way to the Station, the Premises, this Lease, or to any payments of any sums of money due or paid pursuant to this Lease or the Premises or the Station. If it is determined that any fees or charges paid by AMTRAK have, in error, been underpaid or overpaid, then: 1) the party that has been underpaid shall be reimbursed the amount of such underpayment by the other party; or 2) the party that has been overpaid shall refund the amount of such overpayment to the other party.

Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena. Sublandlord agrees to cooperate with all audit activities. [Such audit rights are not subject to arbitration].

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"LESSOR"

CITY OF WINTER PARK, FLORIDA,
a municipal corporation

By _____
Kenneth Bradley
Mayor

"AMTRAK"

NATIONAL RAILROAD PASSENGER
CORPORATION

By _____
Bruce Looloian
Assistant Vice President Real Estate
Development

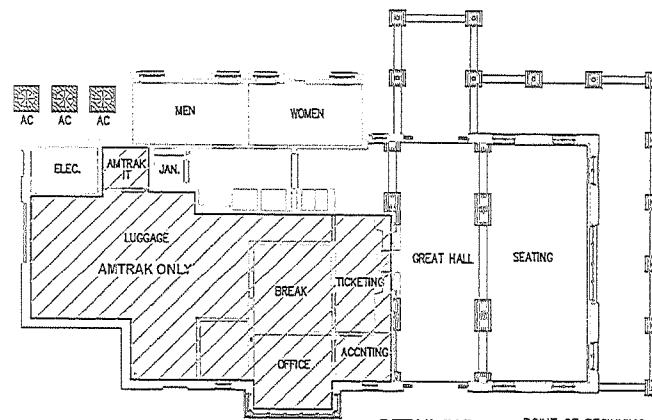
EXHIBIT "A"
LEASE PARCEL

Legal Description:

BEGIN at the Northwest corner of Block 35, Revised Map of the Town of Winter Park, according to the plat thereof, as recorded in Plat Book "A", Pages 67 through 72, of the Public Records of Orange County, Florida; thence run S.00°20'15"E. along the West line of said Block 35, a distance of 276.64 feet; thence departing said West line run N.89°33'42"E. 103.28 feet to the Westerly right-of-way line, as shown on the Central Florida Commuter Rail Transit Segment "G", Mainline Boundary Survey Map, Section No. 75000, Sheet 25 of 42, said point also being a point on a curve concave Westerly and having a radius of 1,100.28 feet; thence from a chord bearing of N.01°32'44"E. run Northerly along said Westerly right-of-way line and the arc of said curve 72.48 feet, through a central angle of 03°46'27" to the point of tangency; thence continue along said Westerly right-of-way line the following courses and distances: N.00°20'29"W. 8.32 feet; thence N.89°33'42"E. 6.00 feet; thence N.00°20'29"W. 195.90 feet to a point of intersection of said Westerly right-of-way line, with the South Right-of-way line of Morse Boulevard, a 70.00 feet wide right-of-way (as it is now established); thence departing said Westerly right-of-way line, run S.89°33'42"W. along said South right-of-way line, a distance of 111.65 feet to the POINT OF BEGINNING.

Containing Therein 30,346 Square Feet, more or less.

SCALE 1" = 30'

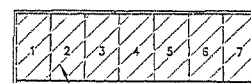


DETAIL "A"
N.T.S.

POINT OF BEGINNING
N.W. CORNER,
BLOCK 35

S00°20'15"E 276.64'

WEST LINE, BLOCK 35



10 SPACES
AMTRAK ONLY

MORSE BLVD.
70' WIDE RIGHT-OF-WAY
S89°33'42"W
111.65'

SOUTH RIGHT-OF-WAY LINE

AMTRAK STATION BLDG.
SEE ENLARGED DETAIL "A" ABOVE

WEST RIGHT-OF-WAY LINE

L=72.48'

R=1100.25' Δ=03°46'27"

N00°20'29"W

WEST RIGHT-OF-WAY LINE
N00°20'29"W 195.90'

EXHIBIT "B"
AMTRAK STATION - LEASE AGREEMENT

SCALE AS NOTED

REVISED : 10 PARKING SPACES FOR AMTRAK ONLY (06-05-13)
"TR STA. EXH B-13"



city commission public hearing

item type	Public Hearing	meeting date	May 12, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Ordinances to Expand the Ravaudage PD by adding six additional properties. **SECOND READING**

Benjamin Partners Ltd./Sydgan Corp. is the owner or has the authorization to apply for rezoning on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive. They desire to add these properties into the Ravaudage Planned Development (PD) and have applied for Planned Development FLU and PD-2 Zoning.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the comprehensive plan future land use map amendment for properties located at 970/1000/1008 and 1306 Loren Avenue, 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction within the Ravaudage PD. Motion carried unanimously with a 7-0 vote.

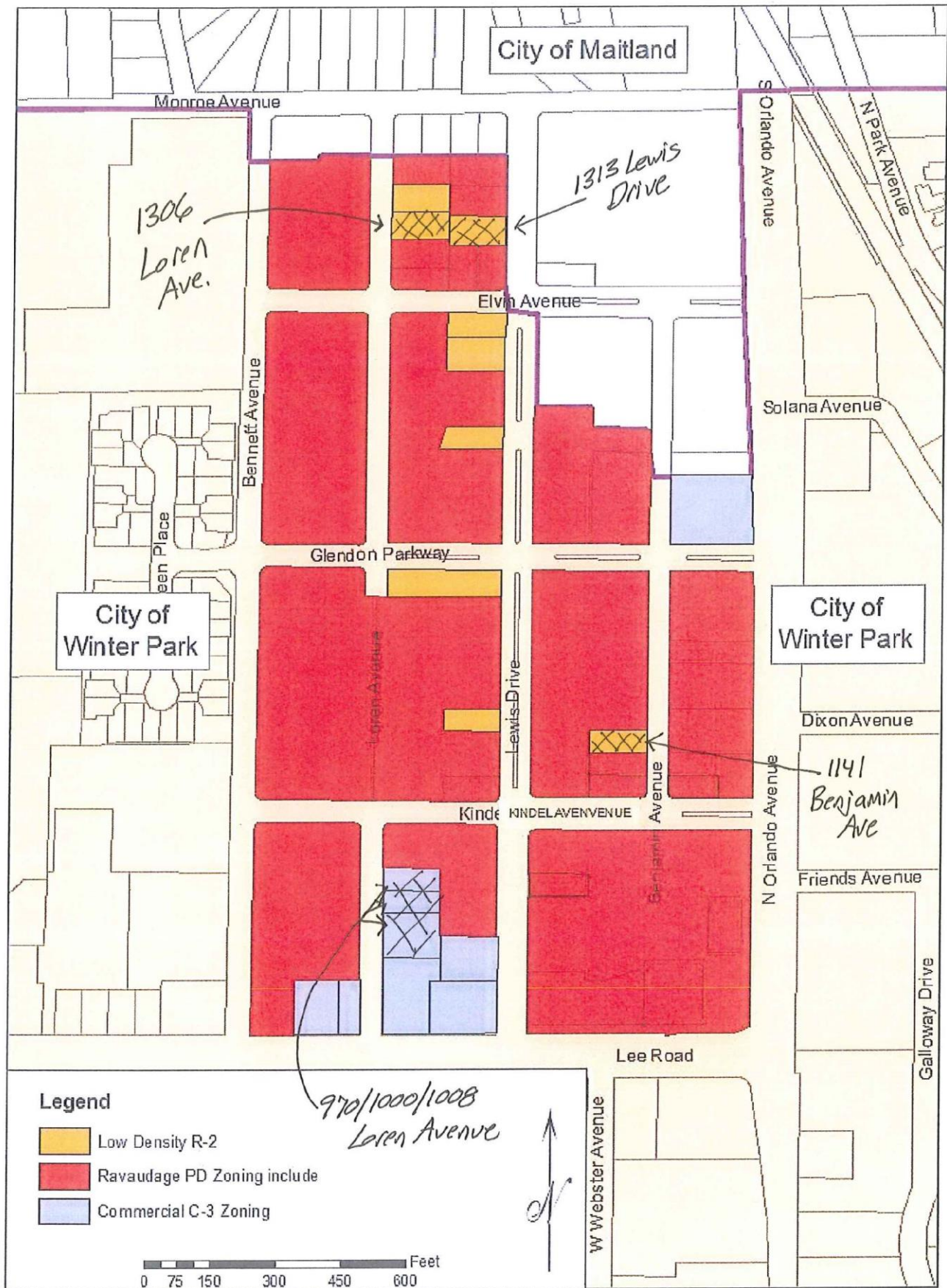
Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the official zoning map to establish PD-2 zoning on properties located at 970/1000/1008 and 1306 Loren Avenue, 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction within the Ravaudage PD. Motion carried unanimously with a 7-0 vote.

Summary:

The attached map shows the six properties to be added into the Ravaudage PD.

All the surrounding properties owned by Benjamin Partners have Planned Development FLU designations and Planned Development (PD) zoning based on the Orange County BCC approvals of May 24, 2011. The annexation agreement with Ravaudage commits the City to honor and abide by those Orange County FLU and Zoning regulations. These Ordinances would do the same. This Ordinance also commits the City to follow the same Orange County rules for these added properties.

This action does not increase the entitlements for the Ravaudage PD but does allow more opportunity to fulfill those entitlements by adding more land and filling in the out-parcels.



REQUEST OF BENJAMIN PARTNERS, LTD TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH A PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATION TO THE PROPERTIES AT 970/1000/1008 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE.
REQUEST OF BENJAMIN PARTNERS, LTD TO: TO AMEND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH PLANNED DEVELOPMENT (PD-2) DISTRICT ZONING ON THE PROPERTIES AT 970/1000/1008 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE.

Planning and Community Development Director Dori Stone and City Attorney Katie Reischmann explained that at the time of application the four properties on Loren were owned by Bubbalous, Inc. and Sydgan was given authorization to represent them in this process. Mrs. Stone explained that since the initial application was filed, the applicant has acquired a majority interest in Bubbalous, Inc., and has revised the application noting this change as well as provided the necessary supporting documentation showing the change.

Mrs. Stone presented the staff report. She explained that Benjamin Partners Ltd. is the owner or has the authorization to apply for rezoning on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive. She stated that the applicant desires to add these properties into the Ravaudage Planned Development (PD) and have applied for similar Planned Development FLU and PD-2 Zoning. All the surrounding properties owned by Benjamin Partners have Planned Development FLU designations and Planned Development (PD) zoning based on the Orange County BCC approvals of May 24, 2011. The annexation agreement with Ravaudage commits the City to honor and abide by those Orange County FLU and Zoning regulations. These Ordinances would do the same. This action does not increase the entitlements for the Ravaudage PD, but does allow more opportunity to fulfill those by adding more land and filling in out-parcels. Staff recommendation is for approval. Mrs. Stone responded to Board member questions and concerns.

Dan Bellows, 411 West New England Avenue, represented Benjamin Partners, Ltd. He explained Benjamin Partners is representing 1306 Loren Avenue, 1313 Lewis Drive and 1141 Benjamin Avenue to come into the PD. The Sydgan Corp. as an agent to Bubbalou's Inc. is requesting 970, 1000, and 1008 Loren Avenue to come into the PD. He noted that the appropriate authorization forms and other materials have been submitted to city staff. He provided clarity on concerns relating to the terms of the pre-annexation agreement. City Attorney Katie Reischmann responded that the City has statutory distinction. The applicant indicated is agreement with her comments. He responded to Board member questions and concerns.

Sam Meiner, 6319 Gibson Drive, Orlando, addressed the Board. He said that he and his wife are 22 ½ % owners of Bubbalou's Inc., (1302 Orange Avenue and also 1471 Lee Road). He stated that there are three properties where the ownership is in question. He provided the Board members further insight of his position on the ownership issue, and requested that the Board table the items and take no action until that is resolved. Chairman Johnston stated that this issue is a separate private matter and does not come under the jurisdiction of this Board. City Attorney Katie explained that the application complies with city code.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the comprehensive plan future land use map amendment. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the official zoning map to establish PD-2 zoning. Motion carried unanimously with a 7-0 vote.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE
MAP SO AS TO CHANGE THE FUTURE LAND USE
DESIGNATIONS OF COMMERCIAL AND LOW DENSITY
RESIDENTIAL TO PLANNED DEVELOPMENT FUTURE LAND
USE ON THE PROPERTIES AT 970/100/1008 AND 1306 LOREN
AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE,
MORE PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the owner of the property more particularly described herein has requested changes in the future land use designations of certain parcels in order to add them into the Ravaudage PD in compliance with City Code and Florida Statutes, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan future land use map to provide such Planned Development future land use designations as a small scale amendment to the Comprehensive Plan, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and Rule 9J-5, Florida Administrative Code and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the existing future land use designations of Commercial and Low Density Residential to a Planned Development future land use designation on the properties more particularly described as follows:

970 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-170
1000 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-160
1008 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-150
1306 Loren Avenue:	Property Tax ID# 01-22-29-3712-16-041
1141 Benjamin Avenue:	Property Tax ID# 01-22-29-3712-07-180
1313 Lewis Drive:	Property Tax ID# 01-22-29-3712-16-131

SECTION 2. Pursuant to the annexation agreement of April 9, 2012 for the Ravaudage PD between the City of Winter Park and Benjamin Partners, Ltd, as recorded in Book 10383, Page 1260 of the Public Records of Orange County, Florida; the aforementioned properties shall be governed by Section 5 of the annexation agreement which states that the City and Owners agree to accept and be governed by the Orange County PD future land use and the Orange County PD zoning and also agree to accept and be governed by the specific approvals of the PD future land use and PD zoning as have been granted by the Orange County BCC on May 24, 2011 including all waivers and conditions thereto and as may be subsequently amended or modified.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2014.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO
AS TO CHANGE THE COMMERCIAL (C-3) AND LOW DENSITY
RESIDENTIAL (R-2) DISTRICT DESIGNATIONS TO PLANNED
DEVELOPMENT (PD-2) DISTRICT ZONING ON THE
PROPERTIES AT 970/1000/1008 AND 1306 LOREN AVENUE;
1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE, MORE
PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the owner of the property more particularly described herein has requested changes in the zoning designations of certain parcels in order to add them into the Ravaudage PD in compliance with City Code and Florida Statutes, and

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

WHEREAS, the establishment of municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designations of Commercial (C-3) district and Low Density Residential (R-2) district to Planned Development (PD-2) district zoning on the properties, more particularly described as follows:

970 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-170
1000 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-160
1008 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-150
1306 Loren Avenue:	Property Tax ID# 01-22-29-3712-16-041
1141 Benjamin Avenue:	Property Tax ID# 01-22-29-3712-07-180
1313 Lewis Drive:	Property Tax ID# 01-22-29-3712-16-131

SECTION 2. Pursuant to the annexation agreement of April 9, 2012 for the Ravaudage PD between the City of Winter Park and Benjamin Partners, Ltd, as recorded in Book 10383, Page 1260 of the Public Records of Orange County, Florida; the aforementioned properties shall be governed by Section 5 of the annexation agreement which states that the City and Owners agree to accept and be governed by the Orange County PD future land use and the Orange County PD zoning and also agree to accept and be governed by the specific approvals of the PD future land use and PD zoning as have been granted by the Orange County BCC on May 24, 2011 including all waivers and conditions thereto and as may be subsequently amended or modified.

SECTION 3. This ordinance shall become effective 31 days after adoption. If this Ordinance or the related companion Ordinance amending the Comprehensive Plan for this property is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption, it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2014.

Mayor

Attest:

City Clerk



city commission public hearing

item type	Public Hearing	meeting date	May 12, 2014
prepared by department division	Wes Hamil, Finance Director Finance	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

Subject:

Ordinance governing garbage collection service in the Center Street business corridor
SECOND READING

Motion | Recommendation:

Approve ordinance governing garbage collection service in the Center Street business corridor

Background:

Currently the businesses in the Center Street business corridor (see map attached to ordinance) receive their garbage collection service through either dumpsters contracted directly with Waste Pro or one of two garbage compactors which are billed by the City.

Implementation of the changes associated with this ordinance will include the replacement of the dumpsters with a single garbage compactor for each block. Overall, this will reduce the number of garbage collection receptacles in this area improving its attractiveness and potentially allocating more space to longer loading zones or a few new parking spaces. The new front-load compactors will be serviced a minimum of three times per week, but likely six times per week (depending on the volume of waste generated).

The ordinance will make the use of these new compactors mandatory which will help in being able to fairly allocate the cost of having the compactors serviced by Waste Pro. Letters (sample attached) have been sent to all businesses impacted by the ordinance letting them know of the changes planned and the projected impact to their particular monthly garbage collection costs. These letters will also advise of the dates public hearings will be held regarding this ordinance.

Alternatives | Other Considerations:

Continue current garbage collection and billing practices.

Fiscal Impact:

There should be no significant fiscal impact associated with this ordinance. The City currently passes on the costs of the two compactors to the businesses it serves and this will continue with the additional compactors. Many businesses will see a small decrease in their monthly bill and some will see an increase.



CITY OF WINTER PARK

401 South Park Avenue

Winter Park, Florida

32789-4386

Business name
Business address
City, state ZIP

Dear xxxx,

The theme of the city's budget and strategic plan this year is *Focus on Quality*. As part of this effort, we are making improvements to enhance the quality of our service areas in several parts of the city. One of our primary focus areas is the downtown corridor, specifically Center Street.

Center Street is a major service corridor for garbage collection and product deliveries. Because of the importance of this corridor, the city is proposing to improve garbage service by:

- Providing new front-load compactors that will be serviced a minimum of three times per week, but likely six times per week (depending on the volume of waste generated).
- Replacing the numerous front-load dumpsters to one large shared compactor per block.
- Potentially allocating more space to longer loading zones or a few new parking spaces through the reduction of the number of dumpsters

Under the new service, the amount of your bill will remain consistent and no longer fluctuate based on the number of pulls to the compactor and the weight of the disposal. Below are current costs of service and the projected new costs of service for your business:

Square footage	Scale* of Garbage Production	Current monthly cost	Projected new monthly cost** (subject to change)

*Scale: 1 – 5 (1=minimum garbage produced to 5=maximum garbage produced)

**These estimated costs are calculated based on variables that may change.

The square footage of your business, scale of garbage production, garbage collection and disposal costs are the factors that will be used to determine your new monthly cost.

In order to implement this new service, the existing solid waste ordinance will need to be modified to require shared service along Center Street and to establish a fee structure that supports that service.

Two public hearings are scheduled for:

- Monday, April 28, and Monday, May 12
- City Commission meetings begin at 3:30 p.m., and are held at the City Commission Chambers located on the 2nd floor of City Hall.

As we make this enhancement to your solid waste service, we ask that you do your part by having your employees make sure all of the garbage is appropriately loaded into the compactors. In addition, it is also important to keep the area around the compactors and the back door of each of your businesses swept and washed clean.

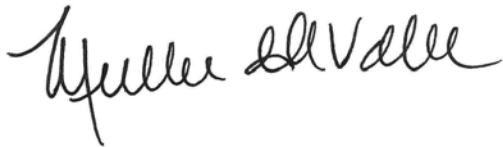
Working together will help supplement the many improvements the city has already made to the downtown corridor, such as the:

- Upcoming addition of 88 public parking spaces via the demolition of the Public Works Administration building and restriping/repurposing of other surrounding parking areas.
- Creation of a merchant employee parking program to allow more prime spaces for your costumers/visitors.
- Increased presence of city personnel on Park Avenue inspecting for cleanliness and emptying of the garbage cans when needed.
- Addition of a second wash cycle for sidewalks.
- Implementation of new holiday light décor that added to the winter wonderland festive atmosphere.
- Improvements to portions of Welbourne Avenue and the intersection at Center Street through a public/private partnership that included the leveling of bricks, new decorative streetlights, underground power lines, modification of drainage and repaving, where needed.

As you can see, our *Focus on Quality* is focused on areas that will help make doing business in Winter Park easier for you and more enjoyable your customers.

If you have any questions related to the enhancements being proposed to your garbage service, please call Delsia Margraf, Utility Services Manager, at 407-599-3371 or email dmargraf@cityofwinterpark.org.

Sincerely,

A handwritten signature in black ink, reading "Michelle del Valle". The signature is fluid and cursive, with the first name "Michelle" and last name "del Valle" clearly distinguishable.

Michelle del Valle, Assistant City Manager
City of Winter Park

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES; CREATING A DEFINITION OF “CENTER STREET CORRIDOR”; AMENDING THE DEFINITIONS OF “COMMERCIAL CONTAINER”, “REFUSE CAN” AND “REFUSE CART”; AMENDING SECTION 82-2, SCHEDULE OF CIVIL PENALTIES; AMENDING SECTION 82-3 AND 82-6, REGARDING ENFORCEMENT OF VIOLATIONS; REPEALING SECTIONS 82-4 AND 82-5; AMENDING SECTION 82-32, PREPARATION OF REFUSE; AMENDING SECTION 82-33, DIRECTING PLACEMENT OF COMMERCIAL CONTAINERS; AMENDING SECTION 82-35, REFUSE CARTS; AMENDING SECTION 82-36, POINTS OF COLLECTION; AMENDING SECTION 82-37, FREQUENCY OF COLLECTION; AMENDING SECTION 82-40, PROVIDING A REMEDY FOR NONPAYMENT OF FEES; REPLACING “DIRECTOR OF PUBLIC WORKS” WITH “CITY MANAGER OR HIS DESIGNEE”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Winter Park, through the operation of franchise agreements with one or more providers, collects and disposes of refuse and recyclable materials within the City; and

WHEREAS, the City Commission has enacted Chapter 82 of the City’s Code of Ordinances, providing direction for the manner in which such refuse and recyclable materials shall be collected and disposed of within the City; and

WHEREAS, the City Commission has determined that it is in the best interest of the citizens of the City of Winter Park to direct that business and residences located within the Center Street Corridor, as defined herein, shall use designated commercial containers located at certain points within the Center Street Corridor; and

WHEREAS, the City Commission has determined that certain other changes to the text of Chapter 82 of the City Code of Ordinances are warranted to clarify the processes that govern the collection of refuse and recyclable materials within the City; and

WHEREAS, the City Commission has determined that Chapter 82 shall be enforced in the manner provided in Chapter 1, Article II, Code Enforcement Citations; and

WHEREAS, the City Commission has determined that the additions and amendments to Chapter 82 of the City’s Code of Ordinances serve to further the health, safety and welfare of the citizens of the City of Winter Park; and

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

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

SECTION 1: **Recitals Adopted.** The forgoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2: **Amendment of Section 82.** Chapter 82 of the Code of Ordinances shall be amended as reflected on attached Exhibit “A”.

SECTION 3: **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4: **Codification.** It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Winter Park, that the sections of this Ordinance may be renumbered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

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.** This Ordinance shall be effective immediately upon adoption on second reading.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2014.

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

EXHIBIT "A"

Sec. 82-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building and clearing wastes means debris or wastes accumulated from land clearing, excavating, building, rebuilding, altering or demolishing buildings, structures, roads, sidewalks and curbs by an owner or contractor.

Center Street Corridor means the area which generally encompasses any establishment or place of business or residence located within the boundaries of Canton Avenue to the north, Knowles Avenue to the east, Lyman Avenue to the South and Park Avenue to the west, (as more particularly described in the Center Street Corridor Map maintained by the City of Winter Park), adjacent to Center Street or having frontage on that portion of streets intersecting Center Street, within the described area.

Commercial container means a trash, ~~or garbage, or recycling~~ receptacle of varied size (one cubic yard to six cubic yards), or a compacting unit, furnished by the city to serve business, commercial or residential customers. ~~apartments. Containers are furnished at the rates referenced in section 82-39.~~

Establishment or place of business means a business, corporation, company, incorporated or limited concern, licensed to do business in the city and occupying space in the city, whether owned, leased or rented.

Garbage means wastes from the preparation, handling, cooking and serving of food; market refuse; waste from the handling, storage and sale of produce and meats. Food containers such as cans and bottles and wrappings for food are considered garbage.

Garden trash means all accumulations of grass or shrubbery cuttings and other refuse attending the care of lawns, shrubbery, vines, trees and tree limbs. Waste or excess citrus fruit grown on the property is considered garden trash.

Hazardous waste means those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect, including but not limited to F.S. § 403.703(21).

Household refuse means a mixture of trash and garbage.

Industrial processing wastes means the waste products of canneries, slaughterhouses, packing plants, large quantities of condemned food products or wastes from other industrial plants or manufacturing processes.

Noncombustible refuse means refuse material that is unburnable at ordinary incinerator temperatures (800 degrees to 1800 degrees Fahrenheit). This includes metals, mineral matter, large quantities of glass or crockery, metal furniture, auto bodies or parts or other refuse not usual to housekeeping or to the operation of stores or offices.

Recyclable materials means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste, including but not limited to newspapers, glass bottles, metal cans (aluminum and delabeled tin), plastic containers and such other recyclable materials as the city may designate as part of its recycling program.

Recycling container means a container made of rigid plastic construction as shall be approved by the city for use for recycling collection services pursuant to the city's recycling program.

Refuse means any material the owner desires to be disposed of, whether it has salvage value or not. Refuse consists of garbage, trash, yard or garden trash or industrial wastes.

Refuse can means a galvanized metal or plastic can commonly manufactured and sold as a refuse can. Capacity shall not be less than four gallons or more than 32 gallons, and shall weigh no more than fifty (50) pounds. The can shall have a tightfitting lid and two handles by which the can may be lifted.

Refuse cart means a container between 64 and 96 ~~60 and 95~~ gallons capacity, on wheels for rolling, with a nonremovable hinged lid, suited to dumping equipment provided by the city garbage collection vehicles, and contents not over 250 pounds.

Trash means accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and other accumulations of a nature other than garbage which are usual to housekeeping and to the operation of stores, offices and places of business. Trash shall not include garden trash, noncombustible refuse, industrial processing wastes or building and clearing wastes.

Sec. 82-2. ~~Schedule of civil penalties.~~

~~(a) There is adopted the following schedule of civil penalties for violations under this chapter occurring within the city payment may be made at City Hall, Park Avenue, Winter Park, Florida. Penalties for violations of this Chapter shall be as provided in Chapter 1, Article II, Code Enforcement Citations. A first offense shall be a Class I violation, as provided in Section 1-24(b). Subsequent offenses shall be subject to penalties as provided in Section 1-23(b).~~

Violation of Section	Fine
82-7(a)	\$ 50.00
82-7(b)	50.00
82-7(c)	500.00
82-7(d)	50.00
82-7(e)	50.00
82-32(a)	25.00
82-32(b)	25.00
82-33	25.00
82-34	25.00
82-35	25.00
82-36(b)	25.00

82-36(c)	25.00
82-38	25.00
82-41	50.00

The imposition of a civil fine hereunder shall not preclude the imposition of criminal fines or penalties for prosecution of the same by the city.

~~(b) — Any person receiving a violation notice shall, within five working days, pay the civil penalty as prescribed in subsection (a) of this section or request a hearing before a judge of the county court. Any person electing to appear before the designated judge shall be deemed to have waived his right to pay the civil penalty as set forth in this section. The judge, after a hearing, shall make a determination as to whether a violation has been committed. If the commission of violation has been proven, the judge may impose a fine not to exceed \$100.00 plus court costs.~~

Sec. 82-3. Procedures for violations. ~~upon noncompliance with violation notice.~~

Enforcement of violations shall follow the procedures set forth in Chapter 1, Article II, Code Enforcement Citations.

- ~~(a) — If any person summoned by a violation notice affixed on a garbage or trash container or to the residence or business where the violation has occurred does not respond to such notice within the time specified on such notice, a delinquent fee of \$10.00 per violation shall be assessed against the owner of the property where the violation occurred. In addition, a notice of summons shall be sent, by certified mail, to the owner so cited, informing such owner of the violation notice and the failure to comply therewith. Such notice shall direct the recipient to respond within ten calendar days; otherwise a summons will be issued for failure to comply in violation of this Code. Costs in the amount of \$25.00 shall be assessed incident to this notification process.~~
- ~~(b) — If a response is not made within the time period specified in the notice of summons, a summons will issue commanding an appearance before a judge of the county court and an additional service of process charge of \$10.00 per summons shall be assessed.~~
- ~~(c) — After issuance of summons, a hearing on the charge of failure to comply shall be scheduled and such charge prosecuted by the state attorney in the county court.~~
- ~~(d) — Any person who fails to respond to the original violation notice within the time period specified on such notice shall be deemed to have waived the right to contest the merits of such violation.~~

Sec. 82-4. ~~Failure to obey notice; alteration or destruction of notice.~~

- (a) ~~The owner of the property who neglects to answer to the charge set forth in a violation notice affixed as stated in section 82-3 by the director of public works or his authorized deputy shall be held to have violated this chapter.~~
- (b) ~~The notice referred to in subsection (a) of this section is and shall remain the property of the city before and after the serving, delivery or affixing thereof. All persons receiving any such notice in writing, whether by personal service or by affixing the notice in the method set forth in section 82-3, shall be required to preserve such notice and to bring and present or otherwise transmit the notice when answering the charge set forth in such notice.~~
- (c) ~~No person, whether the recipient thereof or otherwise, shall willfully throw away, alter, mar, mutilate, destroy or discard the written notice of the city described in subsection (a) of this section.~~
- (d) ~~No person finding affixed to the property the written notice of the city described in subsection (a) of this section, whether or not he is the owner of the property to which the notice is affixed, shall willfully throw away, alter, mar, mutilate, destroy or discard the written notice of the city so found affixed to the property.~~

~~Sec. 82-5. Persons empowered to issue violation notices.~~

~~The director of public works and deputies authorized by him are empowered to issue violation notices for violations of this chapter.~~

Sec. 82-6. Nonpayment of fees and penalties; suspension of utility service.

- (a) Notwithstanding the above provisions providing for enforcement of violations of this Chapter, N~~nonpayment of fees and penalties imposed by this chapter is hereby declared to be a violation of this chapter. Fees and penalties imposed by this chapter for service to a property or for violations relating to a property may at the discretion of the city be incorporated in and added to any utility billing of the city for water, sewer or other utility service to such property.~~
- (b) ~~When incorporated within any water, sewer or other utility billing, nonpayment of fees and penalties imposed by this chapter for a period of 25 days after the billing date shall constitute grounds for the suspension of any or all utility services, including but not limited to water, sewer, electric and refuse, until payment is made. The procedure set forth in section 102-134 shall be followed prior to suspension of any utility services.~~

Sec. 82-7. Refuse disposal.

- (a) *Public places.* No person shall place, throw or abandon any refuse on any traveled way, sidewalk, alley or other public place. No person shall throw or deposit any refuse in any lake, stream or other body of water.

- (b) *Private property.* No person shall place or throw any refuse on private property, whether owned by such person or not, within the city, except in proper containers for collection or under express approval granted by the City Manager or his designee~~director of public works~~.
- (c) *Special collection center.* No person shall cast, place, sweep or deposit any hazardous waste upon the premises of the special collection center located at 1441 Howell Branch Road, Winter Park, Florida, 32789, unless otherwise permitted by law.
- (d) *Unauthorized accumulation.* Any unauthorized accumulation of refuse on any premises is declared to be a nuisance and is prohibited.
- (e) *Scattering refuse.* No person shall cast, place, sweep or deposit anywhere within the city any refuse in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place or into any occupied premises within the city.

Secs. 82-8—82-30. Reserved.

Sec. 82-31. Authority and supervision.

All refuse accumulated in the city shall be collected, conveyed and disposed of by the city under the supervision of the City Manager or his designee~~director of public works~~. The City Manager or his designee~~director~~ shall have the authority ~~under the supervision of the city manager and the city commission~~ to make such regulations pertaining to the days of collection, type and location of refuse containers and such other matters as he shall find necessary, provided that such regulations are not contrary to the provisions of this chapter.

Sec. 82-32. Preparation of refuse.

- (a) *Household refuse.* All household refuse shall have drained from it all free water before being placed in the refuse can or refuse cart. Any wet garbage matter shall be wrapped in paper before being deposited in the refuse can or refuse cart. All cans, bottles, boxes and wrappings which have contained food shall be thoroughly drained before being deposited in the refuse can or refuse cart. All trash shall have drained from it all free water before being placed in refuse cans or refuse carts. Household chemical containers such as bleach, garden sprays or any container for material of a toxic or semitoxic nature shall be thoroughly rinsed and drained before being placed in refuse cans and refuse carts. Plastic refuse bags may be utilized to dispose of refuse. Each plastic refuse bag ~~They shall not exceed 32-gallon capacity or fifty (50) pounds weight limit,~~ and may not be less than 2½ mils thickness. Paper bags specifically manufactured for the disposal of refuse may also be used, subject to the capacity and weight limit maximums for plastic refuse bags.

- (b) *Garden trash.* Tree trimmings, hedge clippings and similar material shall be cut to length not to exceed four feet. Grass trimmings shall be placed in refuse trash containers or refuse bags, which shall not exceed fifty (50) pounds in weight per container or refuse bag. Waste or excess citrus fruit shall be placed in cans or refuse bags. Not more than 16 gallons or one-half of the can or bag shall be filled with fruit due to its weight. If plastic refuse bags are utilized, the same criteria shall apply as that given under household refuse.

Sec. 82-33. Cans, carts and containers—Location.

- (a) Refuse cans, refuse carts and commercial containers shall be kept in a place that is easily accessible to City the employees, designated haulers or contractors, and that does not obstruct any public right of way, of the department of public works. They shall not be kept upon city or public property or property not in the ownership or tenancy of the person by whom the refuse is accumulated, unless approved by the director of public works. In between pick up. Refuse cans and refuse carts shall be kept at the rear of the establishment or residence or in a side yard out of sight from the street, except as provided in subsection (b) of this section.
- (b) Commercial containers for use by any establishment or place of business or residence located within the Center Street Corridor, as defined in Section 82-1, shall be kept in those locations on Center Street specified by the City Manager or his designee.

Sec. 82-34. Same—Condition.

Refuse cans shall be provided by the tenant, owner, lessee or occupant of the premises and shall be maintained in good condition. Any refuse can that does not conform to the provisions of this chapter or that may have ragged or sharp edges or any other defect liable to hamper or injure the person collecting the contents thereof shall be condemned by the department of public works and promptly replaced by the owner on notice. The City Manager or is designee ~~director of public works~~ shall have the authority to refuse collection services for failure to comply with this section.

Sec. 82-35. Refuse carts.

- (a) *Required use.* For each residential property within the city that is not served by a commercial container, If the city commission determines that refuse carts are appropriate containers for residential refuse collection, the city shall provide up to two refuse carts per household for household refuse and garden trash, and one recycling container for recyclable materials, at no charge to the residents to all residents. Use of the refuse carts and recycling containers is mandatory for all residents whose property is not served by a commercial container, except that ~~the city shall not~~

mandate refuse cart use to residents who became residents of the city before July 13, 1988, ~~and such persons shall be required to use the refuse carts deemed appropriate for residential refuse collection by the city commission.~~

- (b) Additional carts Fees. At the request of a resident of any household that is not served by a commercial container, the city may provide additional refuse carts and recycling containers, for which the resident will incur a one-time delivery fee, as well as an additional monthly service charge per additional container. Additional refuse carts and recycling containers are the property of the city or its designated hauler or contractor. A fee shall be paid for the use of each refuse cart, based on the cost of the cart as determined at the end of the previous city fiscal year. The fee shall be payable to the city in one of the following ways:

(1) — Payable in full on or before the date of delivery to the resident; or

(2) — Payable in ten equal monthly installments commencing on the date of delivery to the resident. Fees paid to the city shall be refunded to the resident who returns the refuse cart if the cart is in good condition. The amount refunded shall be the lesser of the sum paid to the city or the fair market value of the cart at the time of return determined by the city.

- (c) Replacement. The city will replace at its expense any refuse carts or recycling container that is are lost, damaged or worn through no fault of the resident. The city will replace at the resident's expense any refuse carts or recycling container that is are lost, damaged or worn through the fault of the resident, based on the cost of the cart or container as determined by the city ~~at the end of the previous city fiscal year.~~

- (d) Collection. If the city commission determines ~~after refuse carts have been made available to the residents that~~ refuse carts or recycling containers they are no longer suitable for refuse collection of refuse or recyclable materials, respectively, the city may terminate refuse cart or recycling container collections, whereupon ~~at the option of each resident the refuse carts or recycling containers shall~~ may be returned to the city, ~~and the fees paid shall be refunded, provided the cart is in good condition. The amount refunded shall be the lesser of the sum paid to the city or the fair market value of the cart at the time of return determined by the city.~~

Sec. 82-36. Points of collection.

- (a) Location. Refuse cans, refuse carts, refuse bags containing household refuse and garden trash, and recycling containers containing recyclable materials, shall be placed at the curb for collection, unless the City Manager or his designee ~~director of public works~~ has arranged collection at the rear or side of the property being served because the residents thereof are not physically able to place the items at the curb.
- (b) Placement and removal times. Unless excepted as provided in subsection (a) of this section, residents shall place all refuse cans, refuse carts, and refuse bags, and recycling containers to be collected at the curb in front of the property being served no earlier than 4:00 p.m. the evening before the day of collection and shall remove all empty refuse cans, and carts, and containers from the curb and return them to a

location at the side or rear of the property being served no later than 9:00 p.m. of the day of collection.

- (c) *Responsibility for compliance.* The residents of the property being served by city collection shall be jointly and severally responsible for placing refuse cans, refuse carts, refuse bags, ~~and garden trash, and recycling containers~~ at the proper location at the proper time for collection and, after collection, removing all empty refuse cans, ~~and carts, and containers~~ from the curb and returning them to the proper locations stated in subsection (b) of this section by the time stated therein. The owners of the property being served shall be presumed to be residents of the property and, therefore, responsible for compliance with this section, unless, within five days after notification of a violation of this section, the owners have provided the City Manager or his designee ~~director of public works~~ with the names and addresses of the persons other than the owners who were the actual residents of the property being served by city collection at the time of the violation.

Sec. 82-37. Frequency of collection; use and maintenance of container, tops.

- (a) *Residential.* Refuse accumulated by residences shall be collected at such times as shall be established by the city. In all cases where garbage is deposited in refuse carts, the top shall be kept closed at all times except when the container is being filled. The customer is responsible for notifying the city if the top of the refuse cart is damaged or inoperable. ~~department of public works shall be notified when the top is damaged or inoperable.~~ (b) *Commercial.* Hotels, apartments, restaurants and such other establishments or businesses shall be served on the basis of need. Terms of collection shall be established by written agreement between the owner of each establishment or place of business or residence utilizing a commercial container and the City's designated contractor, except those establishments or places of business or residences located within the Center Street Corridor. ~~A written agreement between the owner of the establishment or business and the department of public works on the quantity and number of collections per week shall be made prior to commencing service.~~ Where necessary to protect the public health, the City Manager or his designee ~~director of public works~~ shall have the authority to require more frequent collections than those required by the above-described written agreement. It is the responsibility of the user to keep the area around the container clean and free from loose trash or garbage. The City manager or his designee ~~director~~ shall notify the county health department of any violations. In all cases where garbage is deposited in a container, the container top shall be kept closed at all times except when the container is being filled. The customer is responsible for notifying the city if the top of the container is damaged or inoperable. ~~The department of public works shall be notified when the top is damaged or inoperable.~~

- (c) Any establishment or place of business or residence located within the Center Street Corridor, as defined in Section 82-1, shall dispose of refuse only in the commercial containers located on Center Street.
- (de) *Special collections.* Upon request, the department of public works will make unscheduled collections of garden trash that is not in containers or bundled and an extraordinary quantity (more than three cubic yards) of refuse in containers or bundled. Placing such types or quantities of refuse at the curb shall constitute a request for a special collection. For commercial concerns, a special collection beyond the quantity and frequency to which was agreed in accordance with subsection (b) of this section shall be made on the request of the owner of the establishment or business or when the City Manager or his designee ~~director~~ determines that a special collection is necessary to protect the public health.

Sec. 82-38. Removal of recyclable materials.

It shall be unlawful for any person, except city personnel or the city's duly authorized agent, to collect or otherwise remove any recyclable material which has been specifically placed for collection in recycling containers as part of the city's recycling program. It is not the intent of this section to prohibit any nonprofit organization from soliciting recyclable materials for the purpose of resource recovery and recycling in pursuit of the goals of such nonprofit organization.

Sec. 82-39. Schedule of collection fees.

Fees prescribed in this article are payable to the city monthly. Fees due and payable for collection and disposal of refuse and for the availability of service shall be as established by the city.

Sec. 82-40. Nonpayment of fees.

- (a) Fees prescribed in this article are payable to the city monthly ~~quarterly, in advance.~~ ~~Nonpayment of fees is hereby declared a violation of this chapter. There is imposed a penalty of ten percent for each refuse fee which remains unpaid for a period of 60 days after the fee is due and payable, and without further notice such penalty may be added to the next billing.~~
- (b) The penalties and remedies contained in this section shall be cumulative and shall be in addition to any and all other penalties and remedies contained in this Code for the violation thereof.

Sec. 82-41. Removal of special refuse.

The removal, transport and disposal of industrial processing wastes, noncombustible refuse and building and clearing wastes must be accomplished by the owner, occupant, operator or contractor performing such work, as the case may be. Spent oils or grease accumulating at

garages, filling stations or similar establishments shall be removed by the owner, occupant or operator.

Sec. 82-42. Liens for nonpayment of fees—Generally.

All fees and penalties for nonpayment, together with lawful interest thereon, provided for in this article shall be a lien upon the property for which the service is provided. If the fees shall remain unpaid 60 days after the fees are due and payable, an administrative fee of ~~\$10.00~~ shall be imposed, and the lien, including the administrative fee, shall be recorded in the records of the county. The city shall have the power and authority to enforce the liens by foreclosure in accordance with law.

Sec. 82-43. Same—Release; effect of issuance of certificate.

Liens created under section 82-42 shall, upon the request of the user or the owner of the property affected and upon payment of all delinquent fees, including lawful interest thereon, and all penalties imposed, be released by a certificate signed by the Ceity Manager or the city finance director and bearing the seal of the city. The issuance of such certificate shall constitute prima facie evidence of existence or nonexistence of any such delinquent fees, and shall, in the absence of fraud perpetrated by the party requesting the certificate, be binding upon the city as to the existence or nonexistence of any lien created under this article.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, COMMUNICATING ITS SUPPORT OF AN EXTENSION OF LEE ROAD EAST OF US 17-92 AND TURNING SOUTH TO INTERSECT WITH WEBSTER AVENUE; AUTHORIZING THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Florida Department of Transportation completed a PD&E Study in July 2004 which studied a Lee Road extension east of US 17-92 and connecting to Denning Drive for the purpose of relieving traffic congestion; and

WHEREAS, the Lee Road extension project is in the MetroPlan Orlando Long Range Transportation Plan; and

WHEREAS, a developer proposing to develop property to the east of the Lee Road/US 17-92 intersection has requested of the FDOT access at Lee Road/US 17-92 traffic signal; and

WHEREAS, the FDOT has replied that any such access would require implementing the Lee Road extension; and

WHEREAS, the City took on further review of the Lee Road extension as proposed in the PD&E and determined that extending Lee Road all the way to Denning Drive may not be in the City's best interest; and

WHEREAS, the City proposed an alternate route that would connect to Webster Avenue instead; and

WHEREAS, the City's traffic consultant concluded that the alternate route would result in the most relief to congestion and decrease impacts to other city streets that the PD&E route might create; and

WHEREAS, FDOT and the developer determined that the alternate route was acceptable to them and that it would accomplish the congestion relief sought.

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

SECTION 1. The recitals are incorporated herein as a part of this Resolution, and the same shall constitute the legislative findings of the City Commission.

SECTION 2. The City Commission does hereby support the alternate route of extending Lee Road east of US 17-92 as generally depicted in the attached Exhibit. The minimum design should be a two lane facility with two southbound turning lanes at the Webster and Lee Road Extension intersection, a landscaped median, a six foot wide landscape strip on each side, a 10' multimodal path along the east and north sides and a 6' sidewalk located along the west and south sides. The design plan shall also include street lighting along the entire alignment.

SECTION 3. In approving the advancement of the Lee Road portion of the PD&E the City wants to ensure that the US 17-92 portion of the PD&E continues to be included in the Long Range Transportation Plan and funded in line with the existing priorities.

SECTION 4. This Resolution shall be recorded and submitted to the Florida Department of Transportation.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 12th day of May, 2014.

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

EXHIBIT





city commission public hearing

item type	Public Hearing	meeting date	May 12, 2014
prepared by department division	Randy Knight and Dori Stone Administration and Planning	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety <input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure		

subject

Resolution requesting a five year extension to the term of the CRA.

motion | recommendation

Approve the attached Resolution.

background

Minor League Baseball (MiLB) is a low cost, family friendly entertainment opportunity that much like parks, museums, theaters, libraries, art festivals and the like are not for everyone, but can be a great addition to a well-rounded community. In 2013 over 41.2 million people attended MiLB games across the Country. The Orlando Metropolitan Area is the largest market in the US without full-time professional baseball.

The City was approached by Rollins College and a local resident that owns a MiLB team about the possibility of building a joint-use stadium and relocating the team to Winter Park. The City contracted a consultant to preform an economic impact study of bringing MiLB to the City. That study showed an annual economic impact of approximately \$6 million to the community.

On February 24, 2014 the Commission authorized staff to move forward with exploration of that opportunity to see if a location can be found and a deal can be reached that would make sense for the community. The goal was to bring something back to the Commission by August, 2014 for consideration.

Staff has negotiated a tentative deal to jointly build the stadium at the current Alford Stadium/Harper Shepherd Field site owned by Rollins College. Attached is a tentative

deal sheet that spells out the broad parameters of that deal. There are four major components of the capital funding and each has its own approval process and timeframe. One of those components, an approximate \$5 Million CRA Bond issue, requires an extension of the life of the CRA by five years. In order to stay on track to meet the August target decision date the City needs to ask the County for that extension now.

The attached Resolution is a request to Orange County to extend the CRA. If approved by the City it will be forwarded to the County for their consideration. If approved by the County, said extension would only happen if the stadium is ultimately approved and constructed. If the stadium is not ultimately approved by the City or any of the other partners or if any of the funding sources do not come to fruition and the stadium cannot be built, the extension of the CRA would not happen and those future funds would not flow to the City's CRA.

alternatives | other considerations

Three other sites; MLK Park, Votech Property and Ravaudage were also considered but due to funding considerations and various other complications the Alford Stadium site rose to the top. These other sites could still be considered and pursued if the community wants MiLB but not at the Alford site.

fiscal impact

The economic impact to the community is discussed above.

The decision to ask for the extension has no financial impact. However, if the extension is approved and the ultimate stadium deal is approved as currently presented, the CRA's share of the project would be approximately \$6 million. Approximately \$1 million of that would come from CRA cash on hand today and the other \$5 million would come from revenues generated during the CRA extension period.

RESOLUTION NO. 2141-14

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; APPROVING AN UPDATE TO THE REDEVELOPMENT PLAN OF THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, CONTINGENT UPON APPROVAL OF A TIME EXTENSION BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS, CONSISTENT WITH SECTIONS 163.361 AND 163.362, FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park, Florida has adopted Resolution 1587 dated January 11, 1994, finding the existence of certain slum and blighted areas within the boundary of the Winter Park Community Redevelopment District ("the District,") and determining that the rehabilitation, conservation or redevelopment, or a combination thereof, of the District by the Community Redevelopment Agency is necessary in the best interest of the public health, safety, morals, or welfare of the residents and citizens of the City of Winter Park; and

WHEREAS, the City Commission of the City of Winter Park, Florida has established the Winter Park Community Redevelopment Agency (the "CRA") to carry out and effectuate the purposes of community redevelopment within the boundaries of the District; and

WHEREAS, the Orange County Board of County Commissioners has, by Resolution 93-M-71, delegated to the City the right and authorization to exercise powers as described and provided in Chapter 163, Part III, Florida Statutes, such powers to include the power to create and establish a Community Redevelopment Agency; and

WHEREAS, the City Commission of the City of Winter Park, Florida has approved the CRA's Redevelopment Plan and finds that an extension of the term of the Plan is in the best interests of both the City and the District because it will allow for the development of a minor league baseball facility in Winter Park; and

WHEREAS, the development of a minor league team and facility for baseball and associated sporting events in Winter Park will provide a significant enhancement in Winter Park's overall economic condition; and

WHEREAS, the Winter Park CRA, through partnership with the City of Winter Park and Orange County, have been working diligently toward the goal of bringing the enhanced economic development in the City; and

WHEREAS, the CRA wants to continue working toward the stimulation of economic development and a redevelopment project of minor league baseball in Winter Park's Community Redevelopment District; and

WHEREAS, in order to successfully fund the construction and development of a minor league baseball facility in Winter Park, it will be necessary to commit Tax Increment Financing revenues to the year 2032; and

WHEREAS, the projects to be completed using increment financing include, but are not limited to, minor league baseball as well as small business incentives, property assembly, streetscaping, pedestrian/bicycling improvements, public art, signage and marketing efforts which help stimulate the redevelopment of Winter Park's Community Redevelopment District; and

WHEREAS, the current authorized term of the Winter Park CRA expires on January 1, 2027, and in order to accomplish a revised plan of redevelopment to include minor league baseball that term should be extended until January 1, 2032; and

WHEREAS, pursuant to Section 163.362(10), Florida Statutes, at the time the CRA was created, the CRA was approved for an initial term of up to January 1, 2024; and

WHEREAS, this requested extension of the term of the CRA is conditioned upon and subject to approval by the Board of County Commissioners of Orange County, Florida; and

WHEREAS, the Community Redevelopment Agency has adopted Resolution No. 0015-14 to request an extension of the Community Redevelopment Agency's term until January 1, 2032.

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

SECTION 1. The recitals are incorporated herein as a part of this Resolution, and the same shall constitute the legislative findings of the City Commission.

SECTION 2. The City Commission does hereby approve a Winter Park Community Redevelopment Agency Redevelopment Plan Update, the form of which is attached or incorporated as Exhibit "A" hereto, and which is contingent upon approval of a ten year time extension by the Orange County Board of County Commissioners.

SECTION 3. This Resolution shall be recorded and submitted to the Board of County Commissioners of Orange County, Florida.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 12th day of May, A.D., 2014.

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, MMC, City Clerk

Proposed Rollins College/MiLB Stadium
Tentative Deal Points as of April 29, 2014

- Location: Alfond Stadium Site (Harper Shepherd Field)
- Stadium: 2,500 chairback seats, 8 suites, and berm seating. Will be owned by a Special Purpose Entity for the first seven years then will be owned by Rollins College. MiLB Team will be tenant. Scheduled opening Spring, 2016.
- Parking: Approximately 480 space garage onsite, additional parking by lease from surrounding properties. Will be owned by Special Purpose Entity for the first seven years then owned by the City. Garage will be open for public use during non-game times under conditions to be determined by the City.
- MiLB Team: Brevard Manatees (tentative approval has been granted by MiLB)
- Lease: Manatees have agreed to a 20 year lease with a 15 year extension
- Operations: Agreement in final stages of negotiations. In general, Manatees will operate stadium year round. Rollins and Manatees share in revenues and expenses. Rollins responsible for CapX. Rollins, City and Manatees will share in revenue from garage depending on who is using stadium. City gets priority on usage for other events outside of baseball season and gets revenues from those events.

Approximate Project Costs:

• Stadium	15,000,000
• Garage	6,000,000
• Land	<u>12,250,000</u>
	\$33,250,000

Funding Sources:

•	CRA Bonds	\$5,000,000
•	CRA Cash	900,000
•	MiLB Team	2,000,000
•	Rollins Cash	4,100,000
•	Rollins Land	12,250,000
•	New Markets Tax Credits	<u>9,000,000</u>
		\$33,250,000

Note: This is 27.9% public money and 72.1% private money for the cash portion of the deal. If land is factored in, it is 17.7% public contribution and 82.3% private contribution.

Economic Impact: Estimated at \$6 Million per year

Approvals Needed:

Rollins Board – Executive Board tentative approval given 4/18/14. Final deal will still need to be approved by whole board.

City Commission – Approve request for CRA Extension scheduled for May 12th. Final Deal will still need to be approved probably in July/August timeframe. Zoning approvals likely in November/December timeframe

County – CRA 5-year extension request would come before Board in June

NMTC – Application cannot be approved until all other funding approved. Hoping for NMTC approval in July with closing in December. In order to apply for NMTC as special purpose entity (SPE) has to be formed. The SPE would be made up of representatives of the City and Rollins. The SPE would own the stadium and parking garage for the first seven years.