



# city commission agenda

## Regular Meeting

June 27, 2016

3:30 p.m.

Commission Chambers

commissioners				mayor	commissioners			
seat 1	Gregory Seidel	seat 2	Sarah Sprinkel	Steve Leary	seat 3	Carolyn Cooper	seat 4	Pete Weldon

## 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 website at [cityofwinterpark.org](http://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

<b>1</b>	<b>Meeting Called to Order</b>	
<b>2</b>	<b>Invocation</b> Building Official George Wiggins <b>Pledge of Allegiance</b>	
<b>3</b>	<b>Approval of Agenda</b>	
<b>4</b>	<b>Mayor's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Presentation - Representatives Miller and Cortes Legislative Update b. Proclamation - Parks and Recreation Month - July 2016	15 minutes
<b>5</b>	<b>City Manager's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b> 5 minutes
<b>6</b>	<b>City Attorney's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>

<b>7</b>	<b>Non-Action Items</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>8</b>	<b>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)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
<b>9</b>	<b>Consent Agenda</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Approve the minutes of June 13, 2016. b. Approve the following contracts: 1. Tyler Technologies, ITN-11-2015, Enterprise Resource Planning (ERP) System Selection and authorize the Mayor to execute contract. 2. Kimley Horn, RFQ-11-2016, Traffic Consultant for City Comprehensive Plan and authorize the Mayor to execute contract. c. Approve the one (1) year contract renewal with the YMCA for the operation of the Cady Way swimming pool to expire April 12, 2017.	5 minutes
<b>10</b>	<b>Action Items Requiring Discussion</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Options for Notice of Disposal for 301 Comstock Avenue (City's Blake Yard property)	15 minutes
<b>11</b>	<b>Public Hearings</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Ordinance – Abandoning a portion of Via Palermo right-of-way while retaining a utility easement over the entire area and also retaining a 6 foot wide ingress/egress easement aligning with existing easement to the north (2)	5 minutes
	b. Ordinance – Solid Waste franchise (Waste Pro) (2)	5 minutes
	c. <u>Request of Morney Partnership Ltd. for the property at 226 Hannibal Square, East:</u> - Ordinance – Amending the Comprehensive Plan Future Land Use designation from a Medium Density Residential designation to Central Business District (1) - Ordinance – Amending the zoning from Parking Lot (PL) District zoning to Commercial (C-2) District zoning (1) - Conditional use approval to redevelop the existing parking lot property with a single unit residential project of three stories in height.	20 minutes



d. Request of the City of Winter Park:

- Ordinance – Amending Chapter 58 “Land Development Code”, Article I, “Comprehensive Plan” to add and amend policies in the text of the Future Land Use Element and within the West Fairbanks Corridor Study Area “L” to revise and adopt new policies concerning business types to be prohibited within specified gateway corridor entrances into the City of Winter Park (1)

20 minutes

e. Request of Ladybird Academy:

- Conditional use approval to develop and operate a day care and pre-school within a new one story 13,000 square foot building to be constructed on the properties at 1424-1428 Gay Road and 1419-1421 Trovillion Avenue on properties zoned O-2 and R-3.

45 minutes

**12 City Commission Reports**

- a. Commissioner Seidel
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner Weldon
- e. Mayor Leary

**\*Projected Time**  
**\*Subject to change**

10 minutes total

## appeals & assistance

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

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



# city commission city manager's report

item type City Manager's Report

meeting date June 27, 2016

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
Railroad crossing update	Four of Winter Park's street crossings are included in FDOT's CIP for installing concrete panels.	FDOT is expected to begin the work in July 2016. All crossing improvements are to be completed by August 2017.
Visioning Steering Committee	Inviting community to participate at <a href="http://www.visionwinterpark.org">www.visionwinterpark.org</a> .	Vision Plan and supporting documents going to the City Commission on July 11.
New Hope Baptist Church Project	The Pastor had agreed to obtain assistance of a designer to improve the architectural appearance of the buildings to include the area at the base of the structures.	The Pastor's daughter will be following up on this by coordinating with the Planning Department actions that can be taken and then coming back to the Commission to finalize this matter.
Ward Park restrooms	Design is complete on two new restrooms by the new soccer fields and adjacent to the existing restrooms at the Little League fields.	Site work for the soccer field restroom began June 13. Site work for the baseball field restroom began June 20.
Denning Drive	Denning Drive public meetings	CRA Agency to discuss on June 27 at 2:00 p.m.
Comprehensive Plan Update	Staff is updating the data, inventory and analysis for each element.	The update is due to the Department of Economic Opportunity by February 1, 2017. Schedule is available at <a href="http://www.cityofwinterpark.org/comp-plan">www.cityofwinterpark.org/comp-plan</a>
Seminole County Drainage Ditch	Perform flood study for the contributing Seminole County and Winter Park drainage basins.	Execute joint participation agreement by July 2016.

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

**REGULAR MEETING OF THE CITY COMMISSION**  
**June 13, 2016**

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Reverend Alison Harrity, St. Richard's Episcopal Church, followed by the Pledge of Allegiance. There was a moment of silence for the Orlando victims from the attack over the weekend.

Members present:

Mayor Steve Leary  
Commissioner Greg Seidel  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper  
Commissioner Pete Weldon

Also present:

City Manager Randy Knight  
City Attorney Kurt Ardaman  
City Clerk Cynthia Bonham

Approval of the agenda

**Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.**

**Mayor's Report**

Mayor Leary announced that Winter Park High School was voted number one for the 9-A All Sports Award for the entire state of Florida.

Mayor Leary spoke about the support our police department provided to assist Orlando with the attack at the Pulse nightclub incident on Saturday night/Sunday morning. He addressed the 102 flags in front of City Hall; 49 flags for the victims and 53 flags for the ones suffering injuries.

a. Presentation – Best of Show artwork – 2016 Sidewalk Art Festival

Holly Henson, President of the Winter Park Sidewalk Art Festival Board and Past President Louise Alimahomed presented Mayor Leary with the Best of Show from the 2016 Sidewalk Art Festival. The watercolor painting was by Aletha Jones and was called "A Grand Croquet Masquerade" inspired by the classical Renaissance Gardens of Italy.

b. Presentation – I-4 Ultimate

Laureen Bobo, Florida Department of Transportation's I-4 Ultimate Construction Program Manager and David Parks, I-4 Ultimate Public Information Officer provided a presentation on how the I-4 Ultimate Project affects travel in and around the City and an update on the latest I-4 Ultimate happenings.

c. Proclamation – Patrick Chapin Day

Mayor Leary presented Winter Park Chamber of Commerce President/CEO Patrick Chapin with a proclamation proclaiming June 15, 2016 as Patrick Chapin Day who is leaving Winter Park after 6 ½ years for a job in North Carolina. Patrick's family was also present. Mayor Leary spoke about his many accomplishments during his time in Winter Park and wished him well.

d. Establishment of Auditor Selection Board

City Manager Knight explained the requirement in the City Charter to establish this board.

**Motion made by Mayor Leary to appoint David Currie (Emeritus Professor of Finance and Economics at Rollins College), Steve Miller (Miller's Hardware), David Moore (financial advisor) and David Satcher (practicing CPA). The motion was seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.**

**Motion made by Commissioner Cooper to appoint Commissioner Weldon to the board as the Commissioner appointee; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.**

e. Board Appointment – Keep Winter Park Beautiful and Sustainable

**Mayor Leary appointed Ellen Wolfson as the alternate member by Mayor Leary; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

**City Manager's Report**

City Manager Knight spoke about the Visioning Committee completing its work and that the report will come to the Commission on July 11. He reported that staff is continuing to work with FDOT on the quiet zones to try and determine what to do since the bids came in higher than anticipated. Assistant Public Works Director Don Marcotte will check with MetroPlan as to the status of any funding for the shortfall.

**City Attorney's Report**

Attorney Ardaman provided information regarding drones. Upon discussion, there was a consensus to ask the Florida League of Cities what they have and find out if there are other cities and counties that have some regulation they can provide from a local standpoint, evaluate those and bring back to the Commission for further discussion to see if they want to move forward with changes. If nothing is found from other cities/counties, the City Attorney will draft an ordinance for the City Commission to determine if they want to send it to the FAA's general counsel for their approval and for our consideration at a Commission meeting.

### **Non-Action Item**

a. Presentation – Body worn camera technology

Police Chief Brett Railey and Police Lieutenant Jamie Watson provided a PowerPoint presentation with an update on the applicability of body worn camera technology for the Winter Park Police Department. The police department recommendation was to continue their research as to the perceived need and the fiscal impact associated with the implementation. City Manager Knight informed the Commission that this is only informational but that this may be a conversation the Commission may want to have during the budget process.

Commissioner Sprinkel asked what other Florida cities are doing. Chief Railey stated he could obtain that information but many agencies who had implemented this are backing out of the program because of the cost. Mayor Leary mentioned that there is no legislation currently in place providing direction. In conclusion, no action was taken but it was agreed that there is more work that should be done to decide at budget time whether this is something to pursue or not.

### **Consent Agenda**

- a. Approve the minutes of May 23, 2016.
- b. Approve the following purchases, contracts and formal solicitations:
  - 1. Piggyback contract with FieldTurf USA, Inc. for Showalter Field synthetic turf installation; \$783,905.94; and authorize the Mayor to execute the contract.  
**PULLED FOR DISCUSSION BY COMMISSIONER SEIDEL. SEE BELOW.**
  - 2. Blanket Purchase Order to Layne Inliner LLC for sewer line rehab cleaning/manhole; \$250,000.
  - 3. Change Orders to Blanket Purchase Orders 156938, 156939, & 156940 for bulk power with Gainesville Regional Utility, Orlando Utilities Commission, and Florida Power & Light.
  - 4. Change Orders to Blanket Purchase Orders 156942 & 156943 for transmission services, reallocation of transmission service charges with Florida Power & Light and Duke Energy Florida).
  - 5. Change Orders to Blanket Purchase Orders 156944, 156945, & 156946 for operations – Removal of remaining funding for ENCO and adjustments to contracted labor with ENCO and Heart Utilities.
  - 6. Amendment No. 4 to BASE Consultants, P.A., RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute renewal.
  - 7. Amendment No. 4 to Florida Bridge & Transportation Inc., RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute renewal.
  - 8. Amendment No. 3 to The Davey Tree Expert Company, ITN-6-2013, Utility Vegetation Management; and authorize the Mayor to execute renewal.

9. Amendment No. 1 to Massey Services, Inc., RFP-16-2013, Pest Control Services; and authorize the Mayor to execute renewal.
  10. Amendment No. 4 to Universal Engineering Sciences, RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Environmental Services); and authorize the Mayor to execute renewal.
  11. Interlocal agreement with Seminole County for solid waste management; and authorize the Mayor to execute contract.
  12. Award to CBRE, Inc., RFP-10-2016, Commercial Broker Service; and authorize the Mayor to execute contract.
  13. Award to Kimley Horn, RFQ-11-2016, Traffic Consultant for City Comprehensive Plan; and authorize staff to enter into negotiations. **PULLED FOR DISCUSSION BY COMMISSIONER COOPER. SEE BELOW.**
- c. Approve the Interlocal Aid Agreement for fire protection and rescue services between the City and the City of Orlando; and approve the Memorandum of Understanding (MOU) between the City of Winter Park Fire Rescue and the Orlando Fire Department for Special Operations response and training.

Commissioner Seidel advised a conflict of interest on items b-7, b-10, and b-13 that he would not be voting on. Form 8B was submitted as part of the record.

**Motion made by Commissioner Sprinkel to approve the Consent Agenda with the exception of items b-1 and b-13 (pulled); seconded by Commissioner Cooper. No public comments were made. The motion carried with a 5-0 vote on items a, b-2, b-3, b-4, b-5, b-6, b-8, b-9, b-11, b-12, and c. The motion carried with a 4-0 vote on items b-7 and b-10 with Commissioner Seidel abstaining from voting due to a conflict of interest.**

Consent Agenda Item b-13: Award to Kimley Horn, RFQ-11-2016, Traffic Consultant for City Comprehensive Plan; and authorize staff to enter into negotiations:

Commissioner Cooper asked why Kimley Horn was the only bidder and that she believed policy decisions needed to be made by the City and Commission before the consultant finishes their work product because of transportation impact fees, concurrency and proportionate fair share.

City Manager Knight addressed not knowing the reason why we only received one response. There was further discussion and agreed by most of the Commission that they need to wait until the study is completed and a recommendation is brought forward and presented to the Commission. Commissioner Weldon asked Commissioner Cooper to bring forward her concerns to review beforehand.

**The motion carried with a 4-0 vote with Commissioner Seidel abstaining from voting due to a conflict of interest.**



Consent Agenda item b-1: Piggyback contract with FieldTurf USA, Inc. for Showalter Field synthetic turf installation; \$783,905.94; and authorize the Mayor to execute the contract

Commissioner Seidel pulled this item for discussion because he disagreed with the cool play ¼" layer and instead proposed to use type #5 organic. Discussion ensued regarding the timeliness of the turf installation, the organic turf that Rollins has had to replace, the rubberized turf, and safety concerns with certain types of harder surfaces with potential concussions. Number 2 was staff's recommendation.

Commissioner Sprinkel addressed the need to support this and move forward and stated that she would never recommend anything that could potentially harm a child. Further discussion ensued regarding the types of turf and the need to make sure whatever is used will not harm the children. Commissioner Weldon spoke about being very comfortable that no risks are being taken in pursuing staff's recommendation. Discussion ensued regarding the additional cost for option #3 that will further protect the players.

Chris Wedge of FieldTurf USA, Inc. addressed the safety concerns of using SBR rubber which he stated is and has been safe, the maintenance costs incurred with using the organic, and using the cool play system.

**Motion made by Commissioner Weldon to approve consent agenda item b-1 as recommended by staff (option #2); seconded by Commissioner Sprinkel.**

**Motion amended by Commissioner Seidel to approve option #3 (thicker cool play); seconded by Commissioner Cooper.**

The following from Winter Park High School spoke in favor of approving the turf: Coach David Benson; Paul Lansbury; Coach Tim Shifflet; and Sid Cash (Pop Warner). Several Winter Park High football players were present in support of new turf.

Mayor Leary spoke about the City getting involved so this was made a reality.

**Upon a roll call vote to approve the amendment to the main motion with option #3, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

**Public comments (items not on the agenda)**

No public comments were made.

**Recess**

A recess was taken from 5:33 to 5:45 p.m.

### **Action Items Requiring Discussion**

No items.

### **Public Hearings:**

- a. ORDINANCE NO. 3037-16: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 74, PERSONNEL, ARTICLE V, RETIREMENT AND PENSION PLANS, DIVISION 4, POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK; AMENDING SECTION 74-201, DEFINITIONS; AMENDING SECTION 74-204, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 74-209, VESTING; AMENDING SECTION 74-210, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 74-215, MAXIMUM PENSION; AMENDING SECTION 74-216, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 74-226, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 74-228, PRIOR POLICE SERVICE; ADDING SECTION 74-230, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

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

- b. ORDINANCE NO. 3038-16: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING UTILITY EASEMENTS FOR LOTS 7 AND 8 OF SEVILLA SUBDIVISION Second Reading

Attorney Ardaman read the ordinance by title.

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

- c. ORDINANCE NO. 3039-16: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, REPEALING AND REPLACING CHAPTER 58, ARTICLE V, DIVISION 3 FLOODPLAIN REGULATIONS; ADOPTING FLOOD HAZARD MAPS, DESIGNATING A FLOODPLAIN ADMINISTRATOR, ADOPTING PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; ADOPTING LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE BY AMENDING CHAPTER 22, ARTICLE II, SECTION 22-28; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION, FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

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

- d. ORDINANCE NO. 3040-16: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE VIII, "HISTORIC PRESERVATION"; AMENDING SECTION 58-433 TO CLARIFY THE INTENT AND PURPOSE OF THE WINTER PARK HISTORIC PRESERVATION CODE; AMENDING SECTION 58-457 CONCERNING THE REQUIREMENTS AND VOTING THRESHOLDS FOR THE DESIGNATION OF A HISTORIC DISTRICT AND CONCERNING THE IDENTIFICATION OF DESIGNATED PROPERTIES AND PROPERTIES WITHIN HISTORIC DISTRICTS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

**Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Weldon.** No public comments were made. Commissioner Cooper expressed her opposition to reducing the percentage back to the original level. Commissioner Seidel addressed the lakes review ordinance concerning Section 58-87 (lakefront lots, etc.) and expressed the importance to preserve the City's character. **Upon a roll call vote, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioners Seidel and Cooper voted no. The motion carried with a 3-2 vote.**

- e. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA RELATING TO ABANDONMENT OF A RIGHT OF WAY; ABANDONING THAT PORTION OF VIA PALERMO ROAD First Reading

Attorney Ardaman read the ordinance by title. Public Works Director Troy Attaway addressed this being a right-of-way that was granted through the plat of Sicilian Shores.

**Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner Weldon.** No public comments were made.

Commissioner Seidel expressed concerns with the future maintenance of the drainage pipe. He spoke about the 6 foot walkway and recommended a 10' wide opening. Mr. Attaway explained the walkway going through is not part of the City and is between the property owners and the Racquet Club.

**Motion amended by Commissioner Seidel to make the connection 10' wide; seconded by Commissioner Cooper.** **Upon a roll call vote on the amendment, Mayor Leary and Commissioners Sprinkel and Weldon voted no. Commissioners Seidel and Cooper voted yes. The motion failed with a 3-2 vote.**

**Upon a roll call vote on the main motion, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

- f. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING A RESIDENTIAL, COMMERCIAL AND CONSTRUCTION SOLID WASTE COLLECTION FRANCHISE TO WASTE PRO OF FLORIDA, INC.; PROVIDING TERMS, CONDITIONS AND OTHER PROVISIONS; PROVIDING AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Assistant City Manager Michelle Neuner summarized the residential and commercial solid waste changes from the previous franchise, including the various size containers that will be provided.

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

- g. Request of Phil Kean Designs, Inc.: Amend the conditional use approval granted on October 12, 2015 to redevelop the property at 652 West Morse Boulevard in order to develop 10 residential units in lieu of the approved 11 residential units and to modify the approved architectural elements. This item was tabled until June 27, 2016.
- h. Request of Mr. Robert Moore: Withdrawn by the applicant.

#### **City Commission Reports:**

a. Commissioner Seidel – Asked about holding a work session with the Visioning Committee before bringing it forward to the Commission meeting. It was determined that this will be an action item at the July 11 meeting and that they can always bring it back again based on changes they would like to see made to it. Commissioners Seidel and Sprinkel addressed already speaking with the consultant to bring them up to speed. Commissioner Seidel agreed with the July 11 date.

Commissioner Seidel asked about the comprehensive plan update and if the Historic Preservation Board should be made part of the process. Commissioner Cooper spoke about the recommendation by the consultant that historic preservation is something that needs to be focused on and would like to see the HPB added to the list of boards working on this. Mayor Leary spoke about the Planning Director overseeing the comprehensive plan update and that he believed this will be a part of it. No consensus was reached.

- b. Commissioner Sprinkel

Commissioner Sprinkel spoke about the Mayor's Coffee Talk, the Aspen Institute event, and that Mead Garden will cut the ribbon for the new walkway this week.

- c. Commissioner Cooper

Commissioner Cooper spoke about the comprehensive plan task force appointees made at the last meeting and asked if each Commissioner could also recommend a

person to this task force. Commissioner Cooper stated she did not object to the appointments made but wanted to be able to include others. Commissioner Seidel commented about the smaller task force that he believed could get things done faster because of the smaller number. Commissioner Cooper stated she would have liked for this to be on the agenda so that the community can express interest over and above the three members appointed by the Mayor.

Commissioner Weldon addressed agreeing with the appointments made but expressed concerns that this added another layer that may slow things down and confuse the issues. He believed the process is going along well in terms of having staff and the focused boards on the elements that they have agreed to pursue followed by a lot of public input.

d. Commissioner Weldon

Commissioner Weldon congratulated the Commission on the Showalter Field agreement that is a tremendous benefit for the City.

e. Mayor Leary

Mayor Leary addressed the large crowd that attended his Coffee Talk, the library discussion event, and the attack on Orlando this weekend whereby he is comforted with having our City staff to handle any tragedies that may occur in the City.

The meeting adjourned at 6:48 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Cynthia S. Bonham, MMC



# city commission agenda item

item type	Consent Agenda	meeting date	June 27, 2016
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

## Contracts

	vendor	item   background	fiscal impact	motion   recommendation
1.	Tyler Technologies	ITN-11-2015 – Enterprise Resource Planning (ERP) System Selection	Total expenditure: Not to Exceed \$2.3 Million	Commission approve negotiated contract with Tyler Technologies and authorize the Mayor to execute contract.
<p>On October 12, 2015, the City Commission authorized staff to enter into contract negotiations with Tyler Technologies. The initial proposed contract amount was \$2.65 million. Staff successfully negotiated a reduced contract amount of Not-to-Exceed \$2.3 million.</p> <p>This planned purchase has been part of the adopted CIP for the last two years with the final funding to come from the FY17 and FY18 budget cycles. This three year wholesale software replacement of the city's core operating functions will affect every operating unit and add increased efficiency and customer service experience city-wide.</p>				
2.	Kimley Horn	RFQ-11-2016 – Traffic Consultant for City Comprehensive Plan	Total expenditure included in approved FY16 budget.	Commission authorize Mayor to execute contract.
<p>The City utilized a formal solicitation process to select this firm. On June 13, 2016, the City Commission authorized staff to enter into contract negotiations with Kimley Horn.</p>				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract





# city commission agenda item

Item type	Consent Agenda	meeting date	June 27, 2016		
prepared by	John Holland	approved by	<input checked="" type="checkbox"/> City Manager		
department	Parks and Recreation Department		<input checked="" type="checkbox"/> City Attorney		
division	Administration		<input type="checkbox"/> N/A		
board approval	Parks and Recreation Advisory Board	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input 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

One Year Contract Renewal with Winter Park YMCA for operation of the Cady Way Swimming Pool

## motion | recommendation

Approve the one (1) year contract renewal with the YMCA for the operation of the Cady Way Swimming Pool

## background

The Contract allows for the Winter Park YMCA to staff, manage and operate the City owned swimming pool facility at Cady Way Park. The renewal of the existing contract by Addendum will provide for a continuation of the agreement for one additional year beginning on April 13, 2016 through April 12, 2017.

The City Attorney has reviewed the document for legality.

## alternatives | other considerations

The alternative to renewing the Agreement would be for the city to hire staff and operate the facility.

## fiscal impact

The City is saving an estimated operating and personnel cost of approximately \$40,000 per year based upon the yearly revenue and expense statements provided by the YMCA. The City maintains the property, buildings and swimming pool filtration system. The YMCA provides staffing, supervision and operational expenses and receives the revenues from the daily attendance.

## **FIRST AMENDMENT TO CADY WAY POOL COMPLEX AGREEMENT**

**THIS FIRST AMENDMENT TO CADY WAY POOL COMPLEX AGREEMENT** between the City of Winter Park ("City") and Winter Park Family YMCA ("YMCA") is hereby entered into to amend the Agreement dated April 8, 2013 ("Agreement"), a copy of which Agreement is attached hereto as Exhibit "1." The parties agree to amend the Agreement as follows:

1. The Agreement is hereby renewed by mutual agreement of the City and YMCA with the following changes and additions:

A. The term of this First Amendment is for a period of one (1) year, commencing April 13, 2016 and terminating on April 12, 2017, subject to prior termination as provided in the Agreement.

B. Paragraph 7 of the Agreement is deleted and replaced with the following:

**"No Warranties.** The City makes no representations or warranties regarding the condition of the Premises or its fitness for the particular uses contemplated by this Agreement, as amended, and the YMCA accepts the Premises in its as-is condition and assumes all liability relating thereto. If the pool on the Premises becomes inoperable due to maintenance or other reasons, the City has no obligation to take any actions to make such operable, and City shall not be liable to YMCA for any costs or damages incurred by YMCA as a result of such inoperability or other problems or issues related to the pool."

C. The indemnification and hold harmless obligations set forth in the Agreement as amended by this First Amendment survive any termination and expiration of the Agreement, as amended.

D. All words and phrases defined in the Agreement which are used in this First Amendment shall have the same meaning. Except as expressly modified by this First Amendment, the terms, conditions and provisions of the Agreement remain in full force and effect.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the City of Winter Park and the Winter Park Family YMCA have caused this First Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

CITY OF WINTER PARK

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

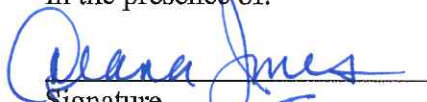
\_\_\_\_\_  
Signature


\_\_\_\_\_  
Print Name


By: \_\_\_\_\_  
Steve Leary, Mayor

Signed, sealed and delivered  
In the presence of:

WINTER PARK FAMILY YMCA

  
Signature  
Deana JONES  
Print Name

By:   
Its: CFO

  
Signature  
Jody Alexander  
Print Name

**CITY OF WINTER PARK WINTER  
PARK FAMILY Y.M.C.A. CADY WAY  
POOL COMPLEX AGREEMENT**

**THIS AGREEMENT**, made effective as of 8<sup>th</sup> day of April, 2013 between the City of Winter Park, Florida, a municipal corporation existing under the laws of the State of Florida (the "City"), and Winter Park Family Y.M.C.A., a Florida Corporation not for profit.

**WITNESSETH**

**WHEREAS**, the City is the owner of the swimming pool and other buildings located at 2325 Cady Way, Winter Park, Florida ("Premises"); and

**WHEREAS**, the City deems it advantageous to itself to enter into an agreement regarding the operation of the Premises by Winter Park Family Y.M.C.A.; and

**NOW, THEREFORE**, for and in consideration of the foregoing Premises, and in consideration of the covenants and agreements hereinafter contained, the City and Winter Park Family Y.M.C.A. agree as follows:

- 1.) **Term:** The term of this agreement shall be for a period of three (3) years, commencing on April 13, 2013 and terminating on April 12, 2016 subject to prior termination as hereinafter provided. This contract is renewable upon agreement of both parties.
- 2.) **Duties and Responsibilities of Y.M.C.A.:** During the term of this agreement Y.M.C.A. agrees:
  - (a) To operate a quality-swimming program at their own cost, risk and expense.
  - (b) To staff the pool with an adequate number of qualified lifeguards during all hours of operation.
  - (c) To provide the City with proof of certification for all lifeguards. American Red Cross or Y.M.C.A. certified (or accepted equivalent), required on an annual basis.
  - (d) To provide on an annual basis and maintain during the term of this agreement, at its own expense, a policy of Public Liability Insurance or other coverage satisfactory to the City, protecting the Y.M.C.A. and City against claims for personal injury, bodily injury, death or property damage occurring on, in or about the Premises. Such policy of insurance shall have limits of not less than one million dollars

**Exhibit  
"1"**

(\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) in the aggregate. The policy shall name the City as an insured of this agreement with a Certificate of Insurance indicating coverage in favor of City, and each renewal certificate of such policy shall be furnished to City at least thirty (30) days prior to the expiration of the policy it renews. Such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without (30) days prior written notice to City. The Y.M.C.A. agrees to provide the City with copies of the paid premium bills on said policy upon demand therefore by City.

- (e) To pay for gas or electricity to heat the pool if the heater is repaired or replaced.
- (f) To pay for all reasonable and necessary pool chemicals, janitorial and bathroom supplies.
- (g) To operate full range of swimming programs. To operate open (Recreational) swimming as delineated by Appendix A. Requests for changes in hours of operation or programs must be submitted in writing by Y.M.C.A. and approved by the Director of Parks and Recreation Department.
- (h) To charge fees as delineated by Appendix B. Requests for changes in fees and or prices must be submitted in writing and approved by the Director of the Parks and Recreation Department and City Commission.
- (i) To maintain the pool, locker rooms and surrounding areas in a clean and safe manner. The Director of Parks and Recreation or his representative will perform periodic inspections.
- (j) To provide and pay for a telephone for the Aquatics Program.
- (k) To provide minor equipment and facility repair to the Premises not to exceed two thousand dollars (\$2,000) per calendar year, except that Y.M.C.A. shall be responsible for all repairs and damages occasioned by its own negligent or wrongful acts or omissions without any limitation.
- (l) To provide an annual financial report with full financial records and accounts in respect to the Cady Way Pool operation, which records and accounts shall at all times be available for inspection by the City, its auditors and Finance Director.

(m) To seek Parks and Recreation Commission approval for special events proposed to extend normal operating hours, excluding the annual "WEEKENDS 5TH Quarter Dance" and Y.M.C.A. "Dive-In Movies".

(n) The YMCA agrees to include the Cady Way Pool in the current Development Agreement voucher program as an additional location that provides swimming lessons for all Winter Park kindergarten and elementary school students.

3.) **Compliance with Laws:** The Y.M.C.A. agrees that it will comply with all present and future laws, ordinances, rules and regulations of the United States, the State of Florida, Orange County, the City of Winter Park, and any and all agencies thereof (including but not limited to those relating to health and sanitary conditions, safety and fire prevention) and will not use or cause the Premises to be used for any illegal, unsafe or immoral purpose.

4.) **Duties and Responsibilities of the City of Winter Park:**

(a) To provide reasonable water at no cost to the Y.M.C.A.

(b) To provide reasonable and necessary electricity, with the exception of that which is used to heat the pool, at no cost to the Y.M.C.A.

(c) To provide reasonable and necessary waste collection at no cost to the Y.M.C.A.

(d) To provide exclusive use of all structures within the Cady Way Pool Complex.

(e) To maintain grounds.

5.) **Termination:** (a) If for any reason the Y.M.C.A. fails to perform its obligations pursuant to this agreement, the City may terminate this agreement upon thirty (30) days written notice to Y.M.C.A. If for any reason, the City is unable to perform its obligations pursuant to this agreement, the Y.M.C.A. may terminate this agreement upon thirty (30) days written notice to the City.

(b) Y.M.C.A. acknowledges and understands that the Cady Way Pool Complex is in an area where a number of developments, redevelopments, and other changes are believed likely to occur over the succeeding years, and perhaps during the term of this agreement. Y.M.C.A. acknowledges and agrees that should the City determine that it is necessary or advisable to terminate this agreement to facilitate changes or improvements to the pool complex, the parks and recreational facilities in the area, the streets or



utilities in the area, changes to or relocation of public school facilities, or for other similar reasons, the City in its sole discretion may terminate this agreement upon thirty (30) days' written notice to Y.M.C.A.

**6.) Indemnification of City:** The Y.M.C.A. shall, up to and including the sum of one million dollars (\$1,000,000), indemnify, save harmless and defend City from and against all liabilities, obligations, damages, penalties, claims, attorney's fees and costs, charges and expenses, which may be imposed upon or incurred by or asserted against City by reason or arising out of or in connection with any of the following occurrences during the term of this agreement:

- (a) Any accident, injury or damage to any person or property occurring in, on or about the Premises;
- (b) Any failure on the part of the Y.M.C.A. to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this agreement on the City's part to be performed or complied with; or
- (c) Any failure on the part of Y.M.C.A. to comply with any governmental authority;

The City of Winter Park's right to indemnity hereunder shall arise notwithstanding that joint or concurrent liability may be imposed on City by statute, ordinance, regulation or other law.

**7.) No Warranties:** The City makes any representations or warranties regarding the condition of the Premises or its fitness for the particular uses contemplated by this agreement. If the pool on the Premises becomes inoperable due to maintenance or other reasons, this agreement shall abate during any such non-operational period, and City shall not be liable to Y.M.C.A. for any costs or damages incurred by Y.M.C.A. as a result of such abatement.

**8.) Major Repairs:** If any repairs exceeding two thousand dollars (\$2,000) are required to be made to Premises in any calendar year ("Major Repairs"), the Y.M.C.A. shall not be liable therefore, provided the damage necessitating such repairs was not caused by a negligent, wrongful or intentional act or omission of Y.M.C.A. If Major Repairs are necessary in order to render pool operable, the City, at its option, may make such repairs or not make such repairs. If City elects not to make such repairs, the Y.M.C.A. may terminate this agreement upon thirty (30) days written notice to City.

IN WITNESS WHEREOF, the City of Winter Park and Winter Park Family Y.M.C.A. have caused this agreement to be executed as of the day and year first above written.

Signed, sealed and delivered

In the presence of:

Michelle Bernstein

Michelle Bernstein

City of Winter Park, Florida

BY: Kenneth W. Bradley  
Mayor Kenneth W. Bradley "City"

Central Florida Y.M.C.A.  
Winter Park Family Y.M.C.A.

A Florida Corporation Not for Profit

BY: Mont A. Russell

Title: Chief Financial Officer  
Mont A. Russell



# city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	June 27, 2016		
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Planning & Community Development		<input type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" 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 type="checkbox"/> Investment in Public Assets & Infrastructure				

## subject

Options for Notice of Disposal for 301 Comstock Avenue (city's Blake Yard property)

## motion | recommendation

Direct staff to prepare either one or two NODs for the city-owned property located at 301 Comstock Avenue.

## background

At the City Commission work session on June 13, 2016, there was conversation about a possible Notice of Disposal (NOD) for the city's property located at 301 Comstock Avenue. Staff is requesting direction from the Commission to prepare either two NODs that would cover a strip of land for the potential of additional parking for the property owners along Lyman and a piece for development or preparation of one NOD for the entire site.

The property owners along Lyman have met with Michelle Neuner, Assistant City Manager since the work session and continued to express interest in a 30'x 200' strip along the northern boundary of the property.

Releasing two NODs for the property would not preclude an interested party from bidding on both. Should the Commission decide to prepare two NODs, staff would prepare them for Commission review on the July 11, 2016 meeting prior to advertising.

## alternatives | other considerations

The Commission could choose to not issue an NOD on this site at this time.

**fiscal impact**

N/A



# city commission **public hearing**

item type	Public Hearing	meeting date	June 27, 2016
prepared by	Troy Attaway	approved by	<input checked="" type="checkbox"/> City Manager
department	Public Works		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N A		
	final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		<input type="checkbox"/> Fiscal Stewardship
	<input checked="" type="checkbox"/> Intelligent Growth & Development		<input type="checkbox"/> Public Health & Safety
	<input type="checkbox"/> Investment in Public Assets & Infrastructure		

## Subject

Abandonment of a portion of Via Palermo right-of-way while retaining a utility easement over the entire area and also stipulating a 6-foot wide ingress/egress easement aligning with existing easement to the north. SECOND READING AND ADOPTION OF ORDINANCE

## motion | recommendation

Approve vacate

## Background

Via Palermo, north of Via Lombardy, is a 50-foot platted right-of-way that has never been used as a roadway. In 2007, the adjacent residents to the north end of the Via Palermo right-of-way, abutting the Winter Park Racquet Club, requested of the City a vacate of this northern unused right-of-way. As the neighborhood had historically used this area as an access to the racquet club, a stipulation was made that an ingress/egress easement be granted to the racquet club to continue this use. A copy of the ordinance is attached for your use.

Recently, the residents abutting the southern portion of Via Palermo (immediately north of Via Lombardy) requested the City vacate this right-of-way (request attached). The City does have some storm drainage utilities in this area but has no need for a roadway. Therefore, Staff is amenable to the vacate of the unused right-of-way while retaining a utility easement over the entire area and requiring a continuation of the 6-foot wide ingress/egress easement for pedestrians.

## alternatives | other considerations

Do not vacate the right of way

## fiscal impact

None

After Recording Return To:  
City of Winter Park, City Clerk's Office  
401 Park Avenue South  
Winter Park, Florida 32789

ORDINANCE NO. \_\_\_\_\_-16

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR VACATION AND ABANDONMENT OF THAT PORTION OF THE NON-VACATED VIA PALERMO ROAD LYING NORTH OF VIA LOMBARDY AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR RESERVATION OF A UTILITY EASEMENT; AUTHORIZING EXECUTION OF EFFECTING DOCUMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights of way no longer needed for public purposes; and**

**WHEREAS, the City has determined that portion of the non-vacated Via Palermo right of way lying north of Via Lombardy is no longer needed by the City of Winter Park.**

**NOW, THEREFORE, BE IT ENACTED by the City of Winter Park, Florida as follows:**

**Section 1.** The City Commission of the City of Winter Park, Florida, hereby finds and declares that the property described below is no longer necessary for a public right of way and said property is vacated and abandoned as a public right of way:

THAT PART OF VIA PALERMO, OF SICILIAN SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "O", PAGE 34, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK "E" AND THE WEST RIGHT OF WAY LINE OF VIA PALERMO, OF SAID SICILIAN SHORES; THENCE RUN S.00°45'00"W. ALONG SAID WEST RIGHT OF WAY LINE 186.00 FEET TO THE SOUTHEAST CORNER OF LOT 7, OF SAID BLOCK "E"; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N.79°29'21"E. A DISTANCE OF 50.98 FEET TO THE SOUTHWEST CORNER OF LOT 14, BLOCK "C", OF SAID SICILIAN SHORES; THENCE N.00°45'00"E. ALONG THE EAST RIGHT OF WAY LINE OF THE AFORESAID VIA PALERMO, A DISTANCE OF 188.70 FEET TO THE NORTHWEST CORNER OF LOT 12, OF SAID BLOCK "C"; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N.89°15'00"W. A DISTANCE OF 25.00 FEET TO THE CENTER LINE OF SAID VIA PALERMO; THENCE S.00°45'00"W. ALONG SAID CENTER LINE 12.65 FEET; THENCE DEPARTING SAID CENTER LINE RUN N.89°15'00"W. 25.00 FEET TO THE POINT OF BEGINNING.



Reserving to the City of Winter Park, its successors and assigns, a utility easement over the entire portion of the right of way of Via Palermo Road vacated by this ordinance, and a pedestrian and bicycle easement over the middle six (6) feet of said vacated right of way.

**Section 2.** The City Manager is hereby authorized and directed to execute such instruments as may be necessary or required to abandon, vacate and close that portion of the Via Palermo right of way as well as other necessary instruments relating to the reservation of a utility easement and pedestrian and bicycle easement to be recorded in the public records of Orange County, Florida.

**Section 3.** That this vacation and abandonment is specifically conditioned upon the conveyance to the Winter Park Racquet Club of the middle six (6) feet of the right of way by the property owners to the east and west sides of the portion of the right of way of Via Palermo Road vacated by this ordinance, for purposes of pedestrian and bicycle passage; and, further, that the Winter Park Racquet Club shall not install a locked gate preventing use of the easement.

**Section 4.** In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

**Section 5.** The parties intend that any error in legal description or in depiction of the portion of the easement vacated and abandoned may be corrected by subsequent curative document if the parties agree that there was an error in the survey or description.

**Section 6.** This ordinance shall take effect immediately upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Mayor Steven Leary

ATTEST:

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City Clerk Cynthia S. Bonham

Ordinance No. \_\_\_\_\_-16

Page 2

U:\AKA\CLIENTS\WINTER PARK\GENERAL W600-26000\VACATION AND ABANDONMENT\VIA PALERMO ROW\ORDINANCE VACATION ABANDONMENT  
VIA PALERMO CLEAN 6-9-16.DOC

PETITION  
Via Palermo Abandonment  
East Half ; North of Via Lombardy

December 22, 2015

Mr. Jeff Briggs  
Manager Planning & Zoning Commission; Executive Secretary  
City of Winter Park  
401 Park Ave. S.  
Winter Park, Florida 32789

**RE: Abandonment Request: Via Palermo (formerly a Street between Via Lombardy and the Winter Park Racquet Club:**

Petitioner Requesting Deed of Ownership:

Address:	Michael J. & Jane M. Schweitzer
Description:	903 Via Lombardy, Winter Park. Sicilian Shores 0/34 Lots: 12,13 &14 of BLK C

History: Via Palermo, running North from Via Lombardy to the Winter Park Racquet Club, approximately 50 feet in width, was closed approximately 60 years ago; since that time the Northern portion of the Road nearest to the Racquet Club was abandoned and deeded to Sicilian Shores: Lots 9 &10 of Block C; and to Lots 3 &4 of BLK E. Collectively the two beneficial properties, ceded a walkway ('Klingler Way') of 6 feet, with a one foot setback for fencing, totaling 8 feet (thereby dividing the 50 equally into two 25 foot, less a total of 3 feet; netting 22 feet each as deeded), for the continuation of a foot path to respect legacy access for neighborhood residents to enter the racquet club.

Petitioner will respect the same footpath ('Klingler Way') setback as currently exists from the negotiated previous abandonment to the North of subject property.

As required:

- A. Petitioner below provides the approval, by signature, of the owner of the Property that abuts to the West, the abandoned Via Palermo; 845 Via Lombardy, Sicilian Shores; BLK E, Lots 5,6,and 7.
- B. The Approval of the Winter Park Racquet Club; as required in the first abandonment for the creation of 'Klingler Way', the 6 foot access foot path; is provided below.

Thank you in advance for your consideration. Please advise if there are any questions.

Page 1 of 2

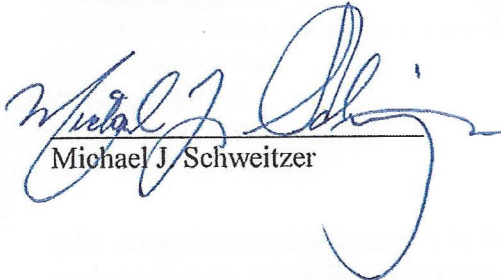
PETITION  
Via Palermo Abandonment  
East Half ; North of Via Lombardy

Page 2 of 2

**SIGNATURE PAGE:**

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

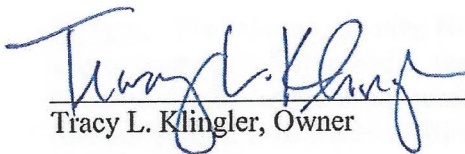
**Petitioners/Owners:**

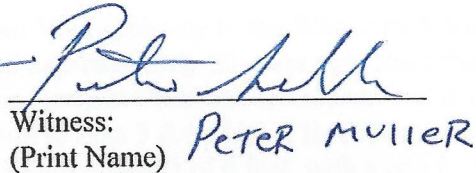
  
Michael J. Schweitzer

  
Jane M. Schweitzer

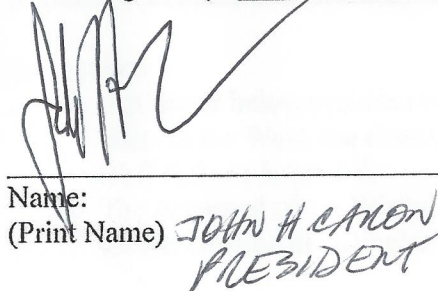
**Agreed to Petitioner's Request for Abandonment described herein:**

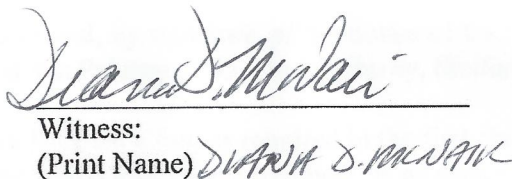
**A. Signatory: 845 Via Lombardy (Sicilian Shores; BLK E, Lots 5,6,and 7)**

  
Tracy L. Klingler, Owner

  
Witness:  
(Print Name) PETER MULLER

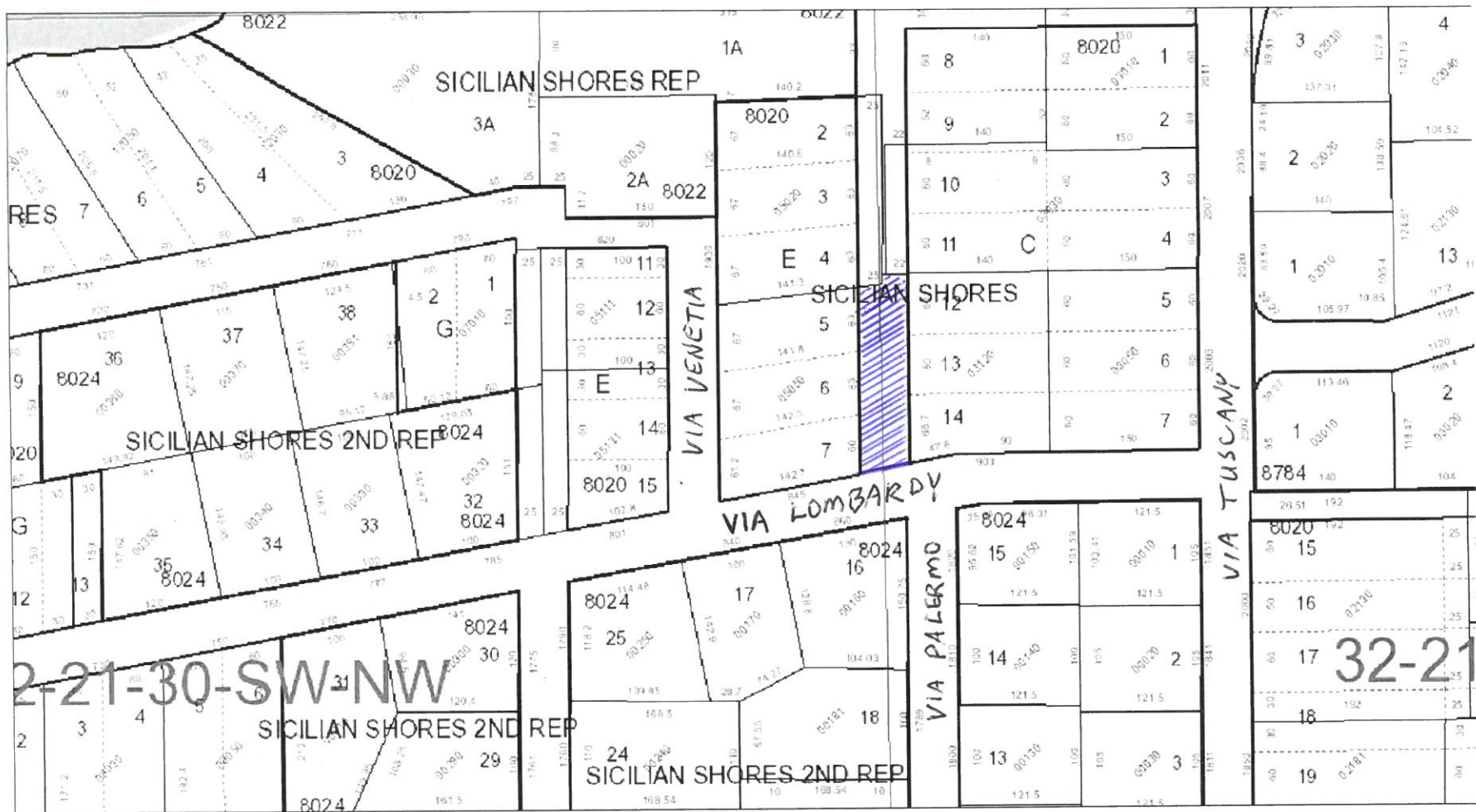
**B. Signatory: Winter Park Racquet Club: 2111 Via Tuscany**

  
Name:  
(Print Name) JOHN H. CANON  
PRESIDENT

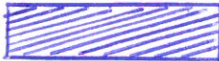
  
Witness:  
(Print Name) DIANA S. MWANIK

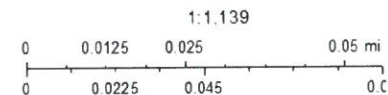
Seal:

Exhibit "A"



May 31, 2016

 = AREA OF VIA PALERMO  
PROPOSED FOR VACATION







INSTR 20070244152 OR BK 09212 PG 3389 PGS=4 RECD 04/16/2007 11:06:06 AM  
MARTHA O. HAYNIE, COMPTROLLER, ORANGE COUNTY  
REC FEE 35.50

**ORDINANCE NO. 2700-07**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA RELATING TO ABANDONMENT OF A RIGHT-OF-WAY; ABANDONING THAT PORTION OF VIA PALERMO ROAD EXTENDING APPROXIMATELY 282 FEET SOUTH FROM THE NORTH LINE OF LOT 1A OF SICILIAN SHORES, PLAT BOOK O, PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN; RETAINING UTILITY RIGHTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it appears that the northernmost portion of the platted right-of-way of Via Palermo Road is not now used and has not been used for public vehicular traffic for some years; and

**WHEREAS**, the property owners adjacent to the northernmost portion of the platted right-of-way of Via Palermo Road have properly and appropriately requested that the City of Winter Park vacate and abandon said right-of-way; and

**WHEREAS**, the City of Winter Park is concerned about the preservation of pedestrian and non-motorized bicycle access and passage upon the Via Palermo Road right-of-way; and

**WHEREAS**, the property owners who will directly benefit from the vacation and abandonment have agreed that said access to the Winter Park Racquet Club will be maintained in perpetuity through the transfer of a six-foot path in the middle of the existing Via Palermo Road right-of-way; and

**WHEREAS**, this commitment by the property owners to pedestrian and non-motorized bicycle access is necessary for the City of Winter Park to consider vacation and abandonment appropriate, and, further, such commitment has been represented by the affected parties to have been reduced to writing in a legally enforceable, recordable document;

**NOW, THEREFORE, LET IT BE ENACTED by the People of the City of Winter Park, Florida as follows:**

**Section 1.** The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Via Palermo Road extending approximately 282 feet South from the North line of Lot 1A of Sicilian Shores, Plat Book O, Page 34, Public Records of Orange County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Reserving to the City of Winter Park, its successors and assigns, a utility easement over the entire portion of the

right-of-way of Via Palermo Road vacated by this ordinance, and a pedestrian and bicycle easement over the middle six (6) feet of said vacated right-of-way.

**Section 2.** That this vacation and abandonment is specifically conditioned upon the conveyance to the Winter Park Racquet Club of the middle six (6) feet of the right-of-way by the property owners to the East and West sides of the portion of the right-of-way of Via Palermo Road vacated by this ordinance, for purposes of pedestrian and bicycle passage; and, further, that the Winter Park Racquet Club shall not install a locked gate barring passage over the easement.

**Section 3.** All ordinances or portions of ordinances in conflict herewith are hereby repealed.

**Section 4.** This ordinance shall take effect immediately upon its passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 12<sup>th</sup> day of February, 2007.



  
\_\_\_\_\_  
Mayor David C. Strong

Attest:

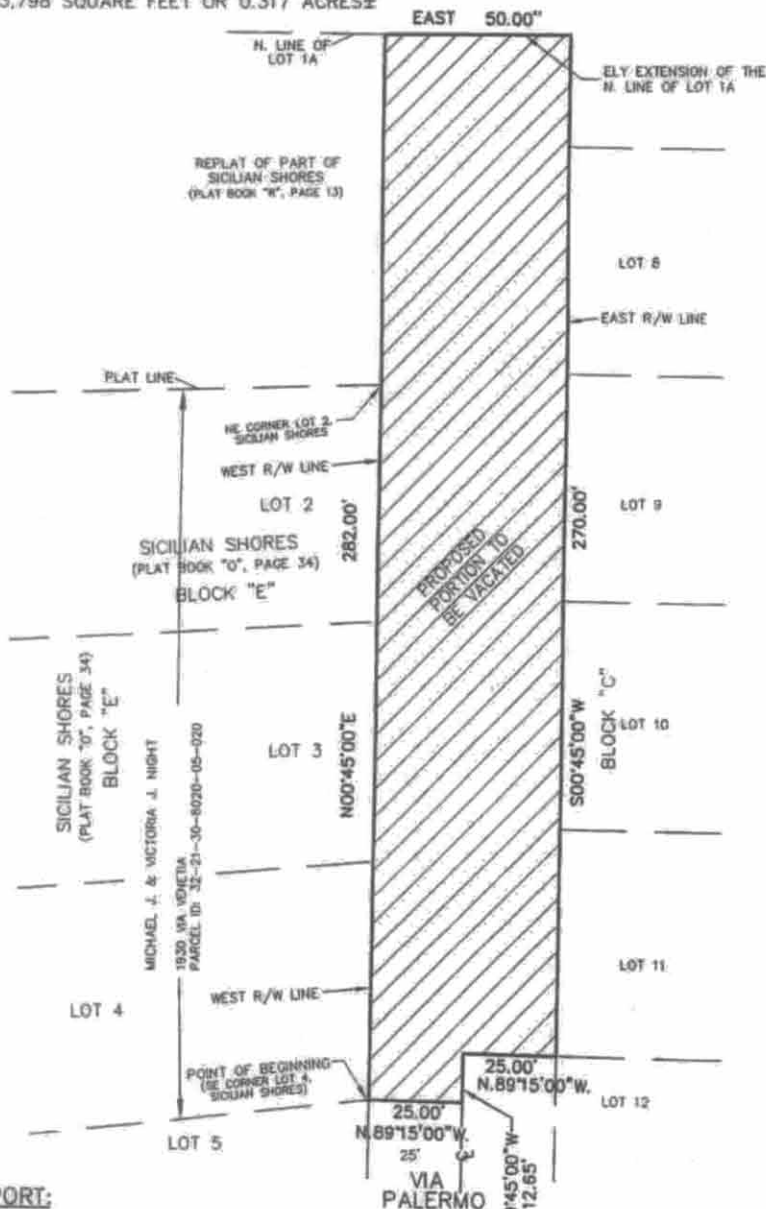
  
\_\_\_\_\_  
City Clerk

SKETCH AND DESCRIPTION  
FOR  
**CHARLES CLAYTON CONSTRUCTION**

DESCRIPTION: (PROPOSED VACATED PORTION  
OF VIA PALERMO)

THAT PART OF VIA PALERMO, LYING IN SICILIAN SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "O", PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND REPLAT OF PART OF SICILIAN SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "R", PAGE 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK "E" AND THE WEST RIGHT OF WAY OF VIA PALERMO OF SAID SICILIAN SHORES; THENCE RUN N.00°45'00"E. ALONG THE WEST RIGHT OF WAY LINE OF VIA PALERMO, A DISTANCE OF 282.00 FEET TO A POINT ON THE NORTH LINE OF LOT 1A OF SAID REPLAT OF PART OF SICILIAN SHORES; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID VIA PALERMO; THENCE DEPARTING SAID EASTERLY EXTENSION RUN S.00°45'00"W., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 270.00 FEET; THENCE DEPARTING SAID EAST LINE RUN N.89°15'00"W., A DISTANCE OF 25.00 FEET; THENCE S.00°45'00"W. 12.65 FEET; THENCE N.89°15'00"W. 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13,798 SQUARE FEET OR 0.317 ACRES±



BASIS OF BEARINGS: (ASSUMED PER PLAT)  
N  
SCALE:  
1"=40'

**SURVEY REPORT:**

1. This is not a survey. This is a sketch for the purpose of depicting the right of way to be vacated.
2. This sketch does not reflect or determine ownership.
3. Bearings or angles and distances shown on this survey are as plotted or as deduced, and are unchanged according to field measurements.
4. This property lies Section 32, Township 21 S., Range 30 E., Orange County, Florida.

**HENRICH-LUKE & SWAGGERTY, LLC**  
surveyors & mappers

250 S. Ronald Reagan Blvd., Ste. 114

Agenda Packet Page 34

FAX (407) 647-8097  
Orlando, Florida 32811

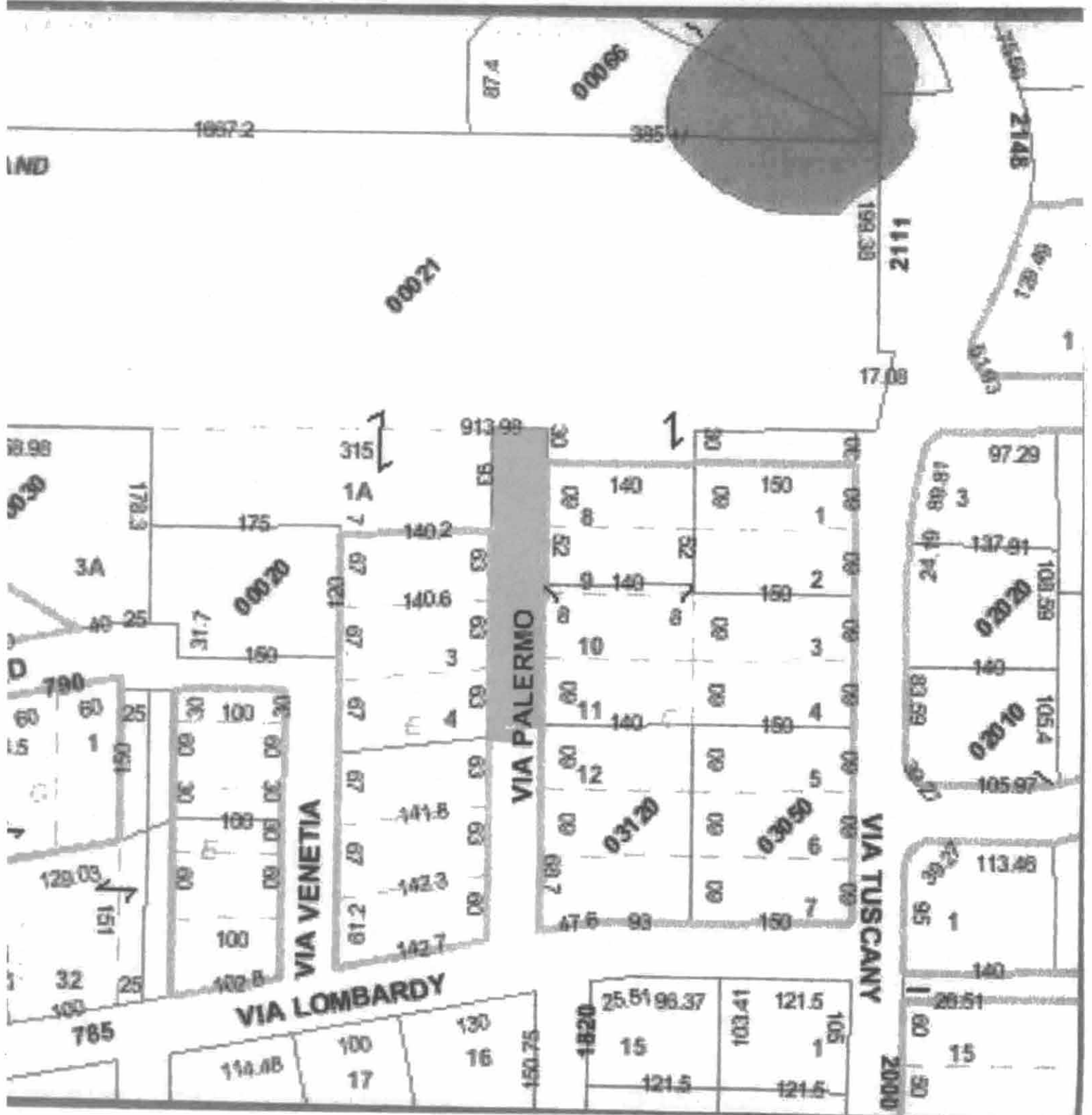
SKETCH AND  
DESCRIPTION: 5-22-06

Mark T. Luke  
Professional Surveyor and Mapper  
Florida License No. 5006

This survey report and survey map or copies thereof are not valid without the signature and the original raised seal of

FILE 319-06







# city commission public hearing

Item type	Public Hearing	meeting date	June 27, 2016
prepared by	Michelle Neuner	approved by	<input checked="" type="checkbox"/> City Manager
department	City Management		<input checked="" type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		
	<input type="checkbox"/> Intelligent Growth & Development		
	<input type="checkbox"/> Investment in Public Assets & Infrastructure		
	<input type="checkbox"/> Fiscal Stewardship		
	<input type="checkbox"/> Public Health & Safety		

## subject

Solid Waste Franchise SECOND READING AND ADOPTION OF ORDINANCE

## motion | recommendation

Adopt recommended ordinance granting solid waste franchise to Waste Pro of Florida, Inc.

## background

Through a competitive RFP process, the City has selected Waste Pro of Florida, Inc. as its recommended franchise partner for delivery of exclusive solid waste services. The agreement is proposed for seven years with one additional three-year renewal option.

Kessler Consulting, Inc. (KCI) was hired to manage the RFP process, negotiate with the successful vendor, establish new rates, and modernize the city code related to solid waste. KCI worked with staff, Keep Winter Park Beautiful and Sustainable Board, and many merchants to develop a modern RFP with emphasis on moving towards a more sustainable waste program and offering flexibility in future years to further enhance the City's solid waste and recycling program.

Highlights of the new agreement:

- Provides new 95-gallon garbage carts and new 65-gallon recycling carts that the City will own at the expiration of the franchise.
- Utilizes RFID technology on all containers serviced to help in facilitating contract management, verifying services, validating franchise payments, ensuring accurate billing, adding visibility and accountability, managing assets, and much more.

- Maintains current residential collection service level with twice per week garbage and once per week recycling and yard waste and keeping all service dates -the same.
- Unbundles collection and disposal costs, potentially reducing costs and adding flexibility for future recycling efforts
- Provides a comprehensive Center Street Service Area program with shared containers and a daily cardboard collection valet service with potential expansion to other Central Business District areas.

Residents and businesses will receive educational material related to the cart swap, recycling programs offered and an explanation of important points of the new franchise. The agreement is set to take effect on October 31, 2016.

### **alternatives | other considerations**

Five vendors responded to the RFP.

### **fiscal impact**

The approximate annual value of the contract is \$3.3 million.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA  
GRANTING A RESIDENTIAL, COMMERCIAL AND  
CONSTRUCTION SOLID WASTE COLLECTION FRANCHISE  
TO WASTE PRO OF FLORIDA, INC.; PROVIDING TERMS,  
CONDITIONS AND OTHER PROVISIONS; PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, the City of Winter Park, Florida (the "City") has previously granted a franchise for the collection of solid waste materials from residential and commercial establishments within the city, the term of which franchise expires October 30, 2016; and

**WHEREAS**, the City, pursuant to the authority granted by Article VIII, Section 2, Florida Constitution (1968, as amended), Section 166.021, Florida Statutes, Section 180.14, Florida Statutes, and Chapter 403, Part IV, Florida Statutes, may grant to private companies or corporations the privilege or franchise for the collection and disposal of solid waste, other waste, and recyclable material for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

**WHEREAS**, Section 2.11 (b) (4) of the Charter of the City authorizes the granting, renewing or extending of a franchise; and

**WHEREAS**, the City has requested proposals for solid waste and recyclables collection within the city,

**WHEREAS**, after due and proper review, evaluation, and consideration of the proposals submitted, the city finds that it is expedient and in the best interest of the City to award a franchise to Waste Pro of Florida, Inc. a Florida corporation ("Franchisee"), for the collection and delivery for disposal of solid waste, yard waste, bulk waste, recyclables, and construction and demolition debris (collectively "Waste") from residents, businesses, and other entities within the municipal boundaries of the City.

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

**SOLID WASTE COLLECTION FRANCHISE**

**Section 1. Grant of franchise.**

That there is hereby granted to the Franchisee, certain exclusive and certain non-exclusive rights, privileges and franchise to collect and deliver for disposal, Waste from residential, commercial and other establishments within the City, all as provided in the attached Franchise Agreement.

Section 2. Exclusive right.

So long as Franchisee shall perform the services set forth herein and in the attached Franchise Agreement, no other private refuse collector shall be permitted by the City to provide residential and commercial solid waste collection services within the City, except as provided in the attached Franchise Agreement or upon the prior written consent of the Franchisee.

Section 3. Contract.

The franchise shall be carried out in accordance with the Franchise Agreement attached to this Ordinance which Franchise Agreement is incorporated herein as part of this Ordinance, provided however the Franchise Agreement shall not be codified.

Section 4. Illegal provisions.

If any provision of the franchise shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

Section 5. Conflict.

In the event of any conflict between this Ordinance and any other ordinances or portions of other ordinances, this Ordinance controls.

Section 6. Effective date.

This Ordinance shall take effect on October 31, 2016. The franchise herein created shall become effective as to the Franchisee named herein on the date when the Franchisee accepts the same in writing, which date shall not be more than thirty (30) days after the date of final passage and adoption.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida on the      day of June, 2016.

\_\_\_\_\_  
Steve Leary, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia S. Bonham, City Clerk

Ordinance No. \_\_\_\_\_



**Solid Waste and Recyclables Collection  
Franchise Agreement**

**Between**

**City of Winter Park  
("City")**

**And**

**Waste Pro of Florida, Inc.  
("Franchisee")**

## **SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

**THIS AGREEMENT** made and entered into this <<#>> Day of <<MONTH>>, 2016, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida Municipal Corporation, located at 401 Park Avenue South, Winter Park, Florida 32789 (hereinafter "City") and **WASTE PRO OF FLORIDA, INC.**, a Florida Corporation, located at 2101 West State Road 434, Suite 305, Longwood, Florida 32779 (hereinafter "Franchisee").

WITNESSETH:

**WHEREAS**, there is an immediate and continuing need for the collection and disposal of Solid Waste, Recyclables, Yard Waste, and Bulk Waste from residents, businesses, and other entities within the municipal boundaries of the City of Winter Park; and

**WHEREAS**, Franchisee has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

**WHEREAS**, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Winter Park and its resident businesses and entities to award a franchise to Franchisee to provide for the collection and disposal of Solid Waste, Recyclables, Yard Waste and Bulk Waste, upon the terms and conditions more particularly described herein.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Franchisee agree as hereinafter set forth:

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## ARTICLE 1. DEFINITIONS

To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail for the purposes of this Agreement. However, nothing contained herein shall be interpreted to require Franchisee to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa.

**Applicable Law** shall mean all applicable federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

**Bulk Waste** shall mean any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods.

**Center Street Service Area** shall mean the specified area which generally encompasses any Commercial 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, adjacent to the Center Street or having frontage on that portion of streets intersecting Center Street, within the described area. [A graphic depiction of the Center Street Service Area is provided in Exhibit 4.]

**Change in Law** shall mean (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Franchisee's operation under this Agreement more burdensome than the requirements that are applicable to Franchisee in effect as of the Effective Date. A change in any federal, state, county, or other tax law or worker's compensation law shall not be a Change in Law. However, in the event that a federal, state, or local entity imposes a fee, charge, or tax after the Effective Date that applies to Franchisee's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

**City** shall mean the City of Winter Park, Florida.

**City Commission** or **Commission** shall mean the City Commission of the City of Winter Park, Florida.

**Code** shall mean the Code of Ordinances of the City of Winter Park, Florida.

**Commencement Date** shall mean October 31, 2016, the date services pursuant to the Agreement shall commence.

**Commercial Collection Service** shall mean the collection of Solid Waste within the Service Area from Commercial Establishments.

**Commercial Customers** shall mean any person receiving Commercial Collection Service.

**Commercial Establishment** shall mean a business, corporation, company, incorporated or limited concern, licensed to do business in the City, whether owned, leased, or rented.

**Compactor** shall mean a Container that has a compaction mechanism, whether stationary or mobile.

**Construction and Demolition** or **C&D** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of C&D with other types of Solid Waste will cause it to be classified as other than C&D. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other Solid Waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other Solid Waste; and
- (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

**Container** shall mean Roll Cart, Dumpster, Compactor, Roll-Off, or any other container approved by the City intended for collection of Solid Waste or Recyclable Materials.

**Contaminates** or **Contamination** means the same as Rejects: that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables.

**Contract Manager** shall mean the person designated by the City to act as City's representative during the term of this Agreement.

**Day** shall mean one calendar day.

**Designated Facility** shall mean the facility designated by the City for delivery of materials collected pursuant to this Agreement.

**Dumpster** shall mean a large metal or plastic box for multi-family or commercial Solid Waste or Recyclables, usually of the two-cubic-yard to eight-cubic-yard size which is lifted by mechanical means. Dumpsters normally have plastic lids.

**Effective Date** shall mean the date this Agreement has been executed by both the City and Franchisee, whichever is later.

**E-Waste** shall mean discarded electronic devices and components including, but not limited to, computers, monitors, keyboards, mice, terminals, printers, modems, scanners, cell phones, televisions, copiers, and other electronic equipment as defined by the City.

**Franchise Agreement** or **Agreement** shall mean this Franchise Agreement between the City and Franchisee, together with all exhibits and other documents that are expressly incorporated by reference.

**Franchisee** shall mean the person, firm, corporation, organization, agency, or joint venture with whom the City has executed this Franchise Agreement.

**Hazardous Waste** shall mean solid waste or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under F.S. § Chapter 497

**Holidays** shall mean the Days in which the Designated Facility is closed. The current Holidays include New Year's Day, Thanksgiving, and Christmas.

**Household Hazardous Waste** or **HHW** shall mean household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

**Multi-Family Collection Service** shall mean the collection of Solid Waste and Program Recyclables from Multi-Family Units, and delivery of collected materials to the Designated Facility. Residential Units not desiring to receive curbside Residential Collection Service may choose to receive Multi-Family Collection Service.

**Multi-Family Customers** shall mean any person receiving Multi-Family Collection Service.

**Multiple Dwelling Unit** or **Multi-Family Unit** shall mean any building containing four (4) or more permanent residential living units.

**Program Recyclables** refers to Recyclables, including Single Stream and segregated cardboard, collected from Residential and Multi-Family Units, Center Street Service Area, City facilities, City-sponsored events, and City-designated public areas. Program Recyclables shall include the following list of materials which may be amended at the City's discretion as markets develop for additional materials: all paper; aseptic cartons; all plastic bottles and containers; rigid bulky plastics; glass food and beverage containers; and aluminum, tin/seal, bimetal food and beverage containers, aluminum foil, and scrap metal. Program Recyclables include incidental amounts of rejects and non-designated materials as can normally be expected as part of municipal recycling collection.

**Recyclable Materials** or **Recyclables** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

**Rejects** means that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables, also referred to as Contaminates or Contamination.

**Residential Collection Service** shall mean curbside collection of Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste from Residential Units, and delivery of collected materials to the Designated Facility. Multi-Family Units with adequate curbside access may choose to receive Residential Collection Service and be billed individually as a Residential Unit.

**Residential Customers** shall mean any person receiving Residential Collection Service.

**Residential Unit** shall mean single family detached homes, duplexes, and triplexes.

**Residue or Residuals** means the portion of the Recyclable Materials stream, other than Rejects, accepted by the Franchisee that is not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

**Roll Cart** shall mean a wheeled container designed and intended to be used for automated collection of Solid Waste and Program Recyclables, which is a type and size approved by the City.

**Roll-Off Container or Roll-Off** shall mean a large metal box normally used for C&D debris or other large amounts of Solid Waste, usually of the ten-, twenty-, thirty-, or forty-cubic-yard size which are lifted by mechanical means. These containers may be either open top or closed compaction type.

**Service Area** shall mean the area within the municipal boundaries of the City of Winter Park, Florida, as may be modified from time to time pursuant to F.S. § Chapter 171.

**Single Stream** refers to a recycling process that allows for Recyclables to be collected commingled, with containers and paper collected in the same Container.

**Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

**Solid Waste** as defined by Section 403.703(13), F.S., as may be amended, to mean Sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, Special Wastes, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. For the purposes of this Agreement, Solid Waste shall not include Sludge or Recyclable Materials.

**Special Collection Service** shall mean any Solid Waste collection services provided to Residential, Multi-Family, and Commercial Customers upon customer request.

**Special Wastes** shall mean Solid Waste that can require special handling and management, including but not limited to, White Goods, waste tires, used oil, lead acid batteries, C&D debris, ash residue, yard waste, and biological wastes.

**Ton** means a short ton, 2,000 pounds.

**Uncontrollable Force** shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, terrorism, sabotage, and governmental actions. Labor disputes, including, without limitation, strikes and slowdowns, are not an Uncontrollable Force.

**White Goods** shall mean and include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

**Yard Waste** shall mean vegetative matter resulting from yard and landscaping maintenance and land clearing operations and includes associated rocks and soils. For the purposes of the City's ordinance, yard waste does not include land clearing operations or associated rocks and soils. Additionally, Yard Waste does not include debris generated by landscapers or lawn maintenance services.

## **ARTICLE 2. TERM**

### **2.1. Effective and Commencement Dates**

The Effective Date is the date the Agreement is executed and has been signed by the City and Franchisee, whichever date is later. The Commencement Date is the date that collection services required by this Agreement shall commence. The Commencement Date shall be October 31, 2016.

### **2.2. Initial Term**

The term of this Agreement shall be for a period of seven (7) years beginning on the Commencement Date, October 31, 2016, and terminating October 29, 2023.

### **2.3. Renewal Option**

At the sole option of the City, this Agreement may be renewed for one (1) additional term of three (3) years under the same terms and conditions as the initial term, including amendments. Franchisee shall be notified no later than one hundred eighty (180) Days prior to the end of the initial term of the City's intent to renew or not renew this Agreement. If renewed, the additional three (3) year term will begin on October 30, 2023, and terminate on October 31, 2026.

## **ARTICLE 3. COLLECTION SERVICES**

### **3.1. Exclusive Services**

Franchisee is herein granted the exclusive right to provide the following collection services in the Service Area:

- a. Residential Collection Service including the collection of Solid Waste, Program Recyclables, and Yard Waste from Residential Units.
- b. Multi-Family Collection Service including the collection of Solid Waste and Program Recyclables from Multi-Family Units.
- c. Commercial Collection Service including the collection of Solid Waste from Commercial Establishments.

### **3.2. Non-Exclusive Services**

- 3.2.1. Franchisee shall provide Special Collection Service to Residential, Multi-Family, and Commercial Customers upon request; however, this service is not exclusive to the Franchisee.
- 3.2.2. Franchisee shall provide collection of Recyclables from Commercial Establishments upon request and as required in this Agreement; however, provision of this service is not exclusive to Franchisee.
- 3.2.3. The Franchisee is not granted the exclusive right to collect Yard Waste from Multi-Family Customers, Commercial Customers, or contractor-generated waste. The Franchisee may provide these services at competitive rates that shall not be controlled by this Agreement.
- 3.2.4. The Franchisee is not granted the exclusive right to collect, haul, and dispose of C&D generated from existing residential single family dwelling units, duplexes, and triplexes. Existing means that the unit has been built at time collection service for C&D is desired.

- 3.2.5. The City reserves the right to exclude the collection of other materials from this Agreement in the future for the purposes of increasing waste diversion.

#### **ARTICLE 4. TITLE TO SOLID WASTE AND RECYCLABLE MATERIALS**

After Solid Waste or Program Recyclables have been placed by the customer/generator to be collected by Franchisee, the Franchisee shall hold title and ownership to all such materials. However, the Franchisee shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials, unless provided for in this Agreement or by prior written agreement of the Contract Manager, except that Franchisee shall have the right and obligation to transport all such materials to the Designated Facility.

#### **ARTICLE 5. TRANSITION OF COLLECTION SERVICES**

##### **5.1. Transition Prior to Commencement of Collection Services**

Franchisee is responsible for providing a smooth transition in services to minimize inconvenience to customers. To accomplish this objective, Franchisee shall participate in transition meetings as scheduled and conducted by the Contract Manager, to plan and manage the transition process so that no service interruption occurs.

Franchisee shall submit to the Contract Manager, no later than fifteen (15) Days following the Effective Date, a transition plan detailing how the Franchisee will plan and prepare for providing Residential Collection Services, Multi-Family Collection Services, Commercial Collection Services, and Special Collection Services leading up to the Commencement Date. The transition plan must be in Microsoft Excel format, detailed to the task level, and provide a thorough action plan with description by task, responsible party, and due date for each action item.

The transition plan must meet the approval of the Contract Manager. If the Contract Manager does not approve any part of the transition plan, the Franchisee shall provide a revised proposed transition plan within five (5) Days of notification.

At a minimum, Franchisee must address the following categories in the transition plan. This list is not intended to identify all necessary tasks to be performed by the Franchisee, but to provide a springboard for the Franchisee to develop a comprehensive transition plan:

- a) Contact List: List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations director (or similarly titled positions).
- b) Transition Meeting and Call Schedules: Proposed meeting and call schedules to include, but not be limited to, meetings with the Contract Manager, City staff, and outgoing franchisee leading up to the Commencement Date.
- c) Local Office: Schedule for setting up local office, installing local telephone number routed to the local office, and staffing in place to begin receiving calls.
- d) Cart Procurement: Schedule for purchase and manufacturing of Franchisee-provided Roll Carts for Residential Collection Service including artwork approval by City and prototype delivery. The City retains the



right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.

- e) Cart Assembly and Distribution (A&D): Schedule for Roll Cart A&D including cart shipment dates, days and hours of operations, and completion of A&D. An A&D plan should also be included identifying contractor and contact information, staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method of assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database.
- f) Cart Swaps: Schedule for Roll Cart swaps including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.
- g) Fleet: Schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) and providing a vehicle/equipment list and route summary to the Contract Manager. For all new purchases, contractor shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date.
- h) Education and Outreach: Schedule for delivering information brochure to all customers prior to the Commencement Date. Schedule to produce, acquire City approval, print and collate information packet to be attached to Roll Carts during A&D.
- i) Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
- j) Commercial Containers: Schedule for purchasing Containers, equipping Containers with Radio Frequency Identification (RFID) tags, and removing/replacing all multi-family and commercial Containers owned by outgoing franchisee. Or, if applicable, plan to purchase current containers from outgoing service provider, paint containers, and equip with RFID tags.
- k) Routing: Schedule for developing waste and recycling routes, identifying obstacles such as low trees and overhead wires, and conducting dry-runs of collection routes.
- l) RFID: Schedule for testing/calibrating truck-mounted RFID readers. Schedule for onsite training for City staff on the use of web-based service verification system by appropriately-trained professional personnel.

## 5.2. Solid Waste Service Contracts

- 5.2.1. Any and all contracts that provide exclusive Solid Waste collection service, disposal, and/or related Solid Waste services between the previous franchisee, including without limitation Waste Pro of Florida, Inc., and customers within the municipal boundaries of the City, not including non-exclusive services and any indemnification, hold harmless and prior franchisee continuing liability obligations, shall be null and void as of 11:59 p.m. on October 30, 2016.
- 5.2.2. The term of any contract written by the Franchisee for Solid Waste collection service, disposal, and/or related Solid Waste Services, not including non-exclusive services, shall not extend past the term of this Agreement.

### 5.3. Transition Prior to Expiration of Collection Services

- 5.3.1. Should the City choose not to renew this Agreement or should no renewal options remain, the City anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Franchisee agrees to provide service to the City for an additional ninety (90) Day period beyond the expiration of the Agreement at the then established service rates, provided the City requests said services in writing at such time.
- 5.3.2. At the expiration of this Agreement, Franchisee shall work with the City and the newly selected franchisee to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the City and newly selected franchisee, coordination and cooperation in removal of Containers, a comprehensive customer list, and providing service information, as requested.
- 5.3.3. Franchisee will coordinate with City to ensure the transmission of a complete and accurate asset management database including all information associated with Roll Cart management.
- 5.3.4. The City reserves the right to withhold payment to Franchisee for the final month of service until Franchisee has complied with all requirements of this Article.

## **ARTICLE 6. RESIDENTIAL SERVICE**

### 6.1. Service Requests

Residential Customers will initiate and terminate service directly with the City. The City shall promptly notify the Franchisee of all changes in service.

### 6.2. Residential Collection Service

- 6.2.1. Solid Waste shall be collected twice per week in Franchisee-provided Roll Carts. See Article 9.2 for further details regarding Roll Carts.
- 6.2.2. Residents will be instructed to place all materials inside of Roll Carts. Should a resident place materials outside of the Roll Cart for collection, the Franchisee shall collect the materials outside the Roll Cart and leave a notice instructing the resident that in the future materials left outside of the Roll Cart will not be collected and providing instruction for how to request an additional Roll Cart should the resident require it. After the initial notice has been left, the Franchisee shall leave a non-collection notice on materials left outside of the Roll Cart.
- 6.2.3. Program Recyclables shall be collected once per week in Franchisee-provided Roll Carts in Single Stream. The types of materials included for collection as Program Recyclables may be modified upon mutual agreement between the City and the Franchisee. Such modification shall be at no additional cost to the City or resident unless the Franchisee can document that the addition of such items substantially impacts the cost of providing service.
- 6.2.4. Yard Waste placed curbside by Residential Customers for collection according to the provisions herein shall be collected once per week. Residential Customers are to containerize in Franchisee-provided roll

carts (Franchise-provided Yard Waste are roll carts that are repurposed solid waste carts used during the City's previous franchise), resident-provided cans, plastic or paper bags, bundle, or neatly stack Yard Waste and place it curbside. Yard Waste may not exceed four (4) feet in length or be greater than fifty (50) pounds in weight for any single can, bag, or bundle. Franchisee shall collect all Yard Waste set out for collection that does not require a special vehicle for collection service.

- 6.2.5. Franchisee shall provide collection of all small piles of Bulk Waste not requiring a special vehicle to service twice per week at the same time as Solid Waste collection. In addition, Franchisee shall provide an unlimited collection of Bulk Waste from Residential Customers twice per year at a time agreed upon by the City and Franchisee (typically during the months of May and November) at no cost to the City or customer.

6.3. Side/Backdoor Collection

Franchisee shall, at no additional cost to the Residential Customer or the City, provide side/backdoor collection of Solid Waste, Program Recyclables, and Yard Waste in Roll Carts to Residential Customers who are unable to deliver their Solid Waste or Program Recyclables to the curb. Franchisee shall commence backdoor collection within one (1) week of notification by the City.

6.4. Procedures for Non-Collection

- 6.4.1. In the event that the Solid Waste or Yard Waste placed out for collection does not comply with set out procedures pursuant to this Agreement, Franchisee is not required to collect it. If Franchisee elects to not collect such materials, a non-collection notice shall be placed on the container or non-conforming materials explaining why collection was not made and Franchisee shall notify the Contract Manager pursuant to Article 13.2.
- 6.4.2. In the event that Program Recyclables are contaminated through commingling with materials that are not a Program Recyclable, Franchisee shall collect the Program Recyclables and leave material that is not Program Recyclables in the Recycling Roll Cart along with a non-collection notice explaining why all materials were not collected. However, in the event that the Program Recyclables and materials that are not Program Recyclables are commingled to the extent that they cannot easily be separated by the Franchisee, or the nature of the non-Program Recyclables renders the entire Recycling Roll Cart contaminated, Franchisee shall leave all the materials along with a non-collection notice explaining why collection was not made.
- 6.4.3. In the event that a repurposed Yard Waste roll cart is contaminated through commingling with non-Yard Waste, Franchisee shall collect the Yard Waste and leave material that is not Yard Waste in the roll cart along with a City-provided non-collection notice explaining why all materials were not collected. However, in the event that the Yard Waste and materials that are not Yard Waste cannot be easily separated by Franchisee, or the nature of the non-Yard Waste renders the entire Yard Waste roll cart contaminated, Franchisee shall leave all the materials along with a City-provided non-collection notice explaining why collection was not made. Franchisee shall collect contaminated Yard Waste containers with Solid Waste collection if non-collection notices

have been issued. Should a Residential Customer continue to set out contaminated Yard Waste in the repurposed roll cart, the Franchisee shall remove the Yard Waste roll cart from the customer's residence.

6.4.4. Franchisee shall develop and produce non-collection notices for Solid Waste, Yard Waste, and Program Recyclables collection. The City shall provide the Franchisee a special non-collection notice for repurposed roll carts used for segregated Yard Waste. The design and content of non-collection notice are subject to approval by the City.

6.4.5. As further specified in Article 13.2, Franchisee shall electronically notify the Contract Manager regarding all non-collection events.

6.5. Hours and Holidays

6.5.1. Residential Collection Service shall take place between 7:00 a.m. and 7:00 p.m. Monday through Friday, unless prior approval by the Contract Manager is obtained. There shall be absolutely no Residential Collection Service on Saturdays or Sundays, unless prior approval is given by the Contract Manager.

6.5.2. Residential Collection Service is not required on Days in which the Designated Facility is closed for a Holiday.

6.5.3. No makeup collection is required for Solid Waste but missed Recyclables and Yard Waste must be collected on the next Day. The Franchisee may provide makeup collection services for Recyclables and Yard Waste on the Saturday following each of the three Holidays. No other Saturday collection is permissible. All holiday makeup collection schedules must have prior approval by the Contract Manager.

## **ARTICLE 7. MULTI-FAMILY SERVICE**

7.1. Service Requests

Multi-Family Customers will initiate, change, and terminate services directly with the City. The City will electronically transmit initiated, terminated, or changed service requests to the Franchisee on a daily basis. Collection service shall start, terminate, or change on the next scheduled collection day from the date requested by the Multi-Family Customer.

7.2. Multi-Family Collection Service

7.2.1. The Franchisee shall collect Solid Waste from Multi-Family Units at least once per week. Franchisee shall provide Containers for the accumulation of Solid Waste. The number and size of Containers shall be mutually agreed upon by the customer and Franchisee. The City retains the right to determine the appropriate number and size of Containers.

7.2.2. The Franchisee shall collect Program Recyclables from Multi-Family Units at least once per week. Franchisee shall provide Containers for the accumulation of Program Recyclables. The number and size of Containers shall be mutually agreed upon by the customer and the Franchisee. The City retains the right to determine the appropriate number and size of Containers.

- 7.2.3. Franchisee shall provide an unlimited collection of Bulk Waste from Residential Customers twice per year at a time agreed upon by the City and Franchisee (typically during the months of May and November) at no cost to the City or customer.

7.3. Hours and Holidays

- 7.3.1. Multi-Family Collection Service shall take place between 7:00 a.m. and 7:00 p.m. Monday through Friday. Any variation must have prior approval by the Contract Manager.
- 7.3.2. Franchisee shall not be required to provide Multi-Family Collection Service on a Holiday.

**ARTICLE 8. COMMERCIAL COLLECTION SERVICE**

8.1. Service Requests

- 8.1.1. Commercial Customers will initiate, change, and terminate service directly with City, excluding Roll-Off services. The City will electronically transmit initiated, terminated, or changed service requests to the Franchisee on a daily basis. Collection service shall start, terminate, or change on the next scheduled collection day from the date requested by the customer.
- 8.1.2. Commercial Customers utilizing Roll-Offs will initiate, terminate, or change level of service directly with the Franchisee.

8.2. Commercial Collection Service

- 8.2.1. Collection of Solid Waste shall be provided at least once per week, unless otherwise approved by the City. Collection shall be provided frequently enough to prevent the creation of a public nuisance or a threat to the public health, safety, or welfare. If necessary, the Contract Manager or their designee shall assist Franchisee and customer in confirming that the size of the collection Container and frequency of collection are sufficient to ensure that Solid Waste is not routinely placed or stored outside of the collection Container.
- 8.2.2. Collection Containers shall be placed at locations that are mutually acceptable to Franchisee and Commercial Customer, and in compliance with Code. If a dispute should arise between a Commercial Customer and Franchisee regarding the location of a Container, the Contract Manager shall designate the location.

8.3. Center Street Service

- 8.3.1. The City shall designate the size, quantity, type, and location of all shared Containers for Solid Waste and Recyclables in the Center Street Service Area.
- 8.3.2. No other Commercial Collection Service is allowed in the Center Street Service Area without the written approval of the Contract Manager.
- 8.3.3. All Recyclables collected from City-designated shared Containers shall be considered Program Recyclables.
- 8.3.4. Franchisee shall provide daily valet service to collect cardboard from Commercial Establishments and residences that set cardboard out at

their back door. Franchisee shall collect properly prepared and set out cardboard once per day Monday through Saturday. Saturday collection shall be scheduled to facilitate the completion of the valet service prior to 12:00 p.m. The City shall pay the Franchisee the per cubic yard rate for loose commercial Recyclables as identified in Exhibit A. The daily valet service shall be provided only with the coordination of and at the direction of the Contract Manager.

- 8.3.5. The City retains the right to designate other areas within the City, similar to Center Street Service Area, for shared Container program(s).

8.4. Commercial Recycling

- 8.4.1. Franchisee shall encourage all persons utilizing a Commercial Establishment to recycle and shall provide for collection of Recyclables. The types of Recyclables collected from Commercial Customers shall, at a minimum, include those materials collected as Program Recyclables.

- 8.4.2. Frequency of collection for Recyclables may be provided as agreed upon by the Commercial Customer and Franchisee.

- 8.4.3. The rate charged by Franchisee for collection of commercial Recyclables shall be less than the collection rate charged for servicing a Solid Waste Container of equal size and frequency.

8.5. Hours and Holidays

- 8.5.1. Commercial Collection Service shall take place between 6:00 a.m. and 6:00 p.m. Monday through Sunday. Any variation must have prior Contract Manager approval.

- 8.5.2. Franchisee shall not be required to provide Commercial Collection Service on Holidays.

**ARTICLE 9. CONTAINERS**

9.1. Customer-Provided Containers

Franchisee shall replace personal containers used for Yard Waste of a Residential Customer within three (3) business days after being notified by a customer or the City that Franchisee or its employees damaged the customer's container. Franchisee shall provide a replacement container (as applicable) that is similar in style, material, quality, and capacity to the customer's original container. Franchisee is not responsible for a replacement container if it can satisfactorily prove to the Contract Manager that Franchisee or its employees did not damage the customer's container.

9.2. Residential Roll Carts

- 9.2.1. Prior to the Commencement Date, in accordance with transition plan specified in Article 5, Franchisee shall deliver Solid Waste and Recyclables Roll Carts for all Residential Customers within the Service Area. Following the Commencement Date Franchisee shall deliver Solid Waste and Recyclable Roll Carts within three (3) business days of notification of a new Residential Customer. Roll Carts must meet the technical specifications provided in Exhibit 6. Roll carts shall be delivered with information attached pursuant to Article 14.1.

- 9.2.2. Ownership of Roll Carts provided for Residential Collection Service shall rest with Franchisee until expiration or termination of this Agreement, at which point ownership and warranty transfer shall rest with the City. Should the Agreement be terminated early for convenience, the City shall pay the Franchisee a prorated amount for the purchase price of the Roll Carts based on the initial term of the Agreement.
- 9.2.3. The standard program-size Roll Carts include a ninety-five (95) gallon cart, or similar size, for Solid Waste and a sixty-five (65) gallon cart, or similar size, for Program Recyclables issued to each Residential Customer. However,  $\approx 95$ -,  $\approx 65$ -, and  $\approx 35$ -gallon Solid Waste and Recycling Roll Cart sizes will be made available for customers that request alternative sizes.
- 9.2.4. Franchisee shall exchange a Residential Customer's Roll Cart with an alternatively-sized Roll Cart. Franchisee shall provide one (1) Roll Cart exchange for Solid Waste and one (1) Roll Cart exchange for Recyclables per customer at no charge to the customer or the City. Should a Residential Customer request additional exchanges, Franchisee may charge the Residential Customer no more than thirty-five dollars (\$35) per Roll Cart that is exchanged. Franchisee shall track and report exchanges as specified in Article 13.2.
- 9.2.5. If a customer generates large quantities of Solid Waste, the customer may request up to one (1) additional Roll Cart to accommodate the extra materials. The City will request the Franchisee to deliver additional Roll Carts at no charge to the Residential Customer or the City.
- 9.2.6. If a customer generates large quantities of Program Recyclables, the customer may request an additional Roll Cart to accommodate the extra materials. The City will request the Franchisee to deliver additional Roll Carts at no charge to the Residential Customer or the City.
- 9.2.7. Franchisee shall repair or replace a Roll Cart within three (3) business days of receiving notice from the City or customer of the need for repair, or if identified unserviceable by Franchisee.
- 9.2.8. Roll Carts shall be delivered to customers within three (3) business days from the date of request.
- 9.2.9. Franchisee shall make every reasonable effort to track and locate all Roll Carts reported by a Residential Customer as stolen, lost, or missing. If a Roll Cart is unable to be located after sixty (60) Days from the date a claim was made, the City will reimburse the Franchisee for the lost, stolen, or missing cart. Franchisee must provide the Contract Manager a recent Roll Cart invoice showing the price paid for a replacement Roll Cart.
- 9.2.10. If the Franchisee can prove that a damaged Roll Cart is the fault of the customer, the City will reimburse the Franchisee for the damaged Roll Cart. Franchisee must provide the Contract Manager a recent Roll Cart invoice showing the price paid for a replacement Roll Cart.
- 9.2.11. The City will inform residents of options for repurposing or recycling their recycling bins. Recycling options will include placing bins curbside during first month of carted collection service. If placed curbside, Franchisee shall collect and recycle the recycling bins.

- 9.2.12. Franchisee shall provide one (1) repurposed solid waste roll cart from the City's previous franchise to Residential Customers, upon request, for segregated Yard Waste. Ownership of the repurposed Yard Waste roll carts shall rest with the Franchisee. The Contract Manager shall provide a sticker identifying that the repurposed roll cart is for segregated Yard Waste only. Franchisee shall only provide repurposed roll carts to Residential Customers based on Franchise's existing inventory. At no time shall the Franchisee be required to purchase Roll Carts for Yard Waste collection.

9.3. Multi-Family and Commercial Containers

- 9.3.1. Franchisee shall purchase, equip, and maintain Ultra High Frequency (UHF) RFID tags on all commercial Containers serviced, with the exception of Compactors and Roll-Offs. However, receiving containers used with vertical compactors in the Center Street Service Area are required to have RFID tags. Technical specifications for the required RFID tags are provided in Exhibit 7. Roll Cart RFID tags shall meet the technical specifications as described in Exhibit 6.
- 9.3.2. Prior to the Commencement Date and in accordance with transition plan specified in Article 5, Franchisee shall provide appropriate Solid Waste and Recyclables Containers, as required to service Multi-Family and Commercial Customers.
- 9.3.3. All Containers shall be painted (with the exception of Roll Carts) and have the Franchisee's name and phone number clearly displayed. No advertising shall be posted on Containers.
- 9.3.4. Roll Carts used for Multi-Family and Commercial Collection Service shall meet the specifications in Exhibit 6, with the exception of markings and warranty transfer. Roll Carts used for Multi-Family and Commercial Collection Service shall have the Franchisee's name displayed on the outside of the Roll Cart and remain the property of the Franchisee at the expiration or termination of this Agreement.
- 9.3.5. Containers shall be maintained in accordance with general industry standards, which include being rust-free, having drain plugs installed to retain storm water and prevent leaching, having properly fitting lids that close tightly, and are in proper, safe, working condition.
- 9.3.6. Maintenance of all Containers is the sole responsibility of the Franchisee. RFID technology maintenance shall be considered part of Container maintenance. The Franchisee shall repair or replace any Container in need of such repair or replacement within three (3) business days of notification. All repair or replacement costs shall be borne by the Franchisee.
- 9.3.7. Franchisee shall maintain Containers so they are clean and free from offensive odors. Containers (with the exception of Roll Carts) shall also be painted on a regular basis to maintain an acceptable appearance. Upon request, Franchisee shall deodorize, wash-out, paint, or switch out Containers as needed.
- 9.3.8. Any Container not conforming to the requirements in this Article 9.3, as determined by the Contract Manager, shall be replaced within three (3) business days.



- 9.3.9. Franchisee shall provide Containers to new Multi-Family and Commercial Customers within two (2) business days of request, or as agreed upon by the customer.

## **ARTICLE 10. ADDITIONAL COLLECTION SERVICES**

### **10.1. Special Collection Service**

- 10.1.1. Franchisee shall provide Special Collection Services to Residential, Multi-Family, and Commercial Customers upon request.
- 10.1.2. Special Collection Services shall be provided according to the pricing schedule in Exhibit 3. Prices for Special Collection Services are approved by the City and may be periodically adjusted, but are not subject to the annual service fee adjustment.
- 10.1.3. All requests for Special Collection Services shall initiate with the City. The Franchisee shall provide the City access to an electronically transmitted or web-based work order system that will track the status of all Special Collection Service requests including customer request for collection, request for quote, Franchisee quote, customer acceptance of price, completion of work, and any other pertinent information. Items requested for Special Collection Service shall not be collected by the Franchisee unless the price has been accepted by the customer.

### **10.2. Household Hazardous Waste and E-Waste Collection**

Franchisee shall provide one (1) HHW and E-Waste collection event for residents within the Service Area per Agreement year. Event dates, hours, and location are subject to approval by the City; however, collection events are typically a single Day event on a weekend scheduled from 9:00 a.m. to 3:00 p.m. Franchisee shall be responsible to provide sufficient, qualified, and trained staff to accept and properly manage materials delivered including, as required, pallets, shrink wrap, fork-lift, gaylord boxes, containers, transport truck and any other equipment needed. Franchisee personnel shall receive residential household HHW and E-Waste from residents, properly containerize it, load it, and deliver it to the Designated Facility. Franchisee shall screen residents at the HHW and E-Waste collection event to reasonably assure that only residential household waste from City residents is received. Properly prepared HHW and E-Waste will be received at the Designated Facility at no cost to Franchisee.

Upon request of the City, Franchisee shall provide one (1) additional HHW and E-Waste collection event within the Service Area per Agreement year, as described above, for the fee provided in Exhibit 1.

### **10.3. City Facilities**

Franchisee shall, at no cost to the City, provide collection services at all City facilities and designated bus shelter locations. Collection services shall include collecting and delivering materials to the appropriate Designated Facility, as well as providing and maintaining Containers, if required by the City. The bus shelter location containers will be provided by the City but the Franchisee shall provide plastic liners. Franchisee shall service all Solid Waste and Recyclables containers on Park Avenue prior to 7:00 a.m. The City reserves the right to modify these services, within reason, throughout the duration of this Agreement as necessary. The Franchisee agrees to provide reasonable modified services at no cost.

#### 10.4. City-Sponsored Events

Contractor shall provide temporary Containers and/or collection service for the following City-sponsored events at no cost to the City: Taste of Winter Park, winter holiday events, Winter Park Sidewalk Art Festival, Autumn Art Festival, July 4<sup>th</sup> Celebration, Dinner on the Avenue, and downtown road races (4 per year).

#### 10.5. Dead Animals

Franchisee shall collect dead animals from City right of ways within twenty-four (24) hours of notice.

### **ARTICLE 11. DESIGNATED FACILITIES**

#### 11.1. Disposal

11.1.1. Franchisee shall deliver all Solid Waste collected pursuant to the Agreement to a facility designated by the City, unless otherwise approved by the Contract Manager in writing. The Designated Facilities are specified below.

a. Solid Waste

Seminole County Central Transfer Station  
1950 State Road 419, Longwood, FL 32750

b. Yard Waste

Seminole County Central Transfer Station  
1950 State Road 419, Longwood, FL 32750

c. C&D

Franchisee may deliver C&D to any legally permitted facility to receive such materials. Franchisee is encouraged to deliver C&D to a facility that recycles C&D.

11.1.2. The City reserves the right to change a Designated Facility during the term of the Agreement. Should the City change a Designated Facility, collection fees may be adjusted according to the average change in distance driven by the Franchisee. Supporting information justifying the need for an adjustment will be required.

#### 11.2. Processing

11.2.1. All Recyclables must be processed and/or disposed at a legally permitted and licensed facility to process such materials. The Franchisee shall not dispose of or landfill any Recyclables or deliver such Recyclables to another agent that landfills or disposes of material other than through recycling without prior approval by the City.

11.2.2. Franchisee shall be responsible for the transport, processing, and marketing of Recyclables collected pursuant to this Agreement in accordance with all Applicable Law.

11.2.3. Franchisee shall deliver the City's Program Recyclables to the Waste Management Inc. of Florida – Recycle America (Waste Management) MRF in Orange County at no charge to the City. Should Waste Management begin charging a tip fee for Recyclable Materials, the City shall be responsible to pay the tip fee.

- 11.2.4. Should the Contract Manager request the Franchisee to identify an alternative processing location, upon identification of a mutually acceptable facility the City and the Franchisee shall negotiate a reasonable processing payment based on market prices that shall not to exceed the processing payment in Exhibit 8.
- 11.2.5. The City reserves the right to amend this clause and designate a facility for the processing and marketing of Program Recyclables. Should the City designate a facility for the processing of Program Recyclables, the City shall no longer be responsible for making payments pursuant to Article 11.2.3 and Exhibit 8 herein and shall be responsible for any associated processing and marketing fees. Should the Designated Facility change, collection rates may be adjusted to take into account the change in location if Franchisee submits adequate documentation that its costs have increased and the City approves such increase.

## **ARTICLE 12. GENERAL SERVICE REQUIREMENTS**

### **12.1. Restrictions on Collection of Mixed Loads**

- 12.1.1. Franchisee shall collect materials generated within the City Service Area separate from materials generated outside of the City Service Area.
- 12.1.2. Franchisee shall collect Solid Waste, Yard Waste, and Recyclables separate from each other, and shall not combine loads of different material types. Franchisee shall be responsible for all disposal costs associated with loads of mixed materials.
- 12.1.3. Franchisee shall collect Solid Waste and Yard Waste generated by Residential Customers separate from Solid Waste and Yard Waste generated by Multi-Family and Commercial Customers, unless otherwise approved by the City. If it is operationally more efficient, the Franchisee may choose to include the collection of Multi-Family and Commercial Solid Waste collected in Roll Carts with Residential Solid Waste collected in Roll Carts. If Multi-Family and Commercial Solid Waste collected in Roll Carts is combined with Residential Solid Waste collected in Roll Carts, the Residential Solid Waste tonnage report must note the additional sources of Solid Waste.
- 12.1.4. Franchisee shall collect Program Recyclables separate from Recyclables from Commercial Customers. Any Recyclables from Commercial Customers that are commingled with Program Recyclables shall be considered Program Recyclables.

### **12.2. Future Recycling Initiatives**

To further the City's sustainability goal the City may expand future recycling initiatives, such as residential, multi-family and commercial food waste collection programs. Nothing in this Agreement shall preclude the City from allowing a Commercial Establishment or resident to source separate and provide for the transport of food waste or recyclable material outside of this Agreement for the purpose of diverting it from disposal.

### **12.3. Routes and Schedules**

- 12.3.1. Franchisee shall not change the scheduled collection days until Franchisee receives the Contract Manager's prior written authorization.

The Contract Manager's approval of such changes shall not be unreasonably withheld. In the event that the Contract Manager authorizes a change in schedule that alters the collection day for any Residential Customer, Franchisee shall, at its expense, notify each affected Residential Customer by mail or other manner approved by the Contract Manager not less than one (1) week prior to the change.

12.3.2. Franchisee shall provide routes and map information in GIS-compatible format to the Contract Manager at least thirty (30) Days prior to the Commencement Date. All updates during the term of this Agreement shall be provided in a GIS-compatible format prior to implementation.

12.3.3. In those instances where a public or private street is temporarily closed to vehicular traffic, Franchisee shall return within twenty-four (24) hours of the normal collection schedule for that street to service customers located on the street. If at that time the street is still temporarily closed, Franchisee shall notify the City immediately and work with the City to determine appropriate service alternatives.

#### 12.4. Manner of Collection

12.4.1. All containers and Roll Carts shall be completely emptied and placed back in an upright position at the point where collected. Containers with an unattached lid shall be completely emptied and placed back in an upright or inverted position with the lid set on top, or placed beside the container. Roll Carts shall be placed with the lid in the closed position.

12.4.2. Franchisee shall provide all collection services with as little noise and disturbance as possible.

12.4.3. No trespassing by Franchisee's employees will be permitted. Franchisee's employees are permitted access to residential property when providing approved side/backdoor collection service.

12.4.4. No Franchisee employee shall remove or tamper with any property not placed for collection.

12.4.5. All collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service and at no time shall collection crews cross to the left-hand side of the road to retrieve containers, Roll Carts, or materials that have been set out for collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left side service is permitted, but only in a manner that ensures the safety of residents and collection workers. At no time shall collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

12.4.6. Franchisee's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

#### 12.5. Protection of Private and Public Property

12.5.1. Franchisee acknowledges that collection points on right of ways are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use

the easement does not abrogate Franchisee's responsibility to exercise caution in relationship to the property of other authorized users.

12.5.2. Franchisee shall take care to prevent damage to all public and private property while conducting services pursuant to this Agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, trees and tree canopies, flowers, shrubs, and other plantings. The City acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Franchisee.

12.5.3. Franchisee shall immediately notify the Contract Manager of any personal injury or damage to public or private property caused by Franchisee during the provision of collection services. Wherever such property is damaged due to the activities of Franchisee, it shall be restored to its original condition by Franchisee at Franchisee's expense. If any damage caused by the Franchisee impacts the safety, health, or welfare of the City's citizens and the Franchisee fails to restore such property or make good such damage or injury with a sense of urgency, the City may, upon twenty-four (24) hours written notice to the Franchisee, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to the Franchisee. The repairs will be arranged by the City and billed to the Franchisee based on the actual cost incurred to repair the said damages, plus ten percent (10%) to account for the City's administrative costs. In addition, if on City property, Franchisee shall submit an accident/investigation report within forty-eight (48) hours to Contract Manager.

#### 12.6. Spillage and Littering

12.6.1. Franchisee shall not litter or cause any spillage to occur upon the premises or the right of way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling and blowing.

12.6.2. In the event of any confirmed spillage/leakage/blowing from a Franchisee's vehicle, Franchisee shall promptly, at least within twenty-four (24) hours, clean up all spillage/leakage/blowing at no cost to the City. Franchisee is responsible to clean such spills, leaks, or blown materials to the satisfaction of the Contract Manager up to, and including, resealing or resurfacing depending on the severity of the damage. If Franchisee can satisfactorily prove to the Contract Manager that the responsibility for the spillage/leakage/blowing belongs to a third party, then Franchisee will not be responsible for the cleanup.

#### 12.7. Collection Plan

Franchisee shall maintain a collection plan, initially developed during the transition prior to Commencement Date, describing in detail how Franchisee will provide collection services in compliance with the requirements in the Agreement. Any change to the collection plan shall be submitted to the Contract Manager for approval.

## 12.8. Permits and Licenses

Franchisee shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Franchisee's licenses or permits shall be reported to the Contract Manager within three (3) business days.

## 12.9. Relationship with the City

Franchisee shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated in this Agreement. Franchisee shall assign a qualified person or persons as a point of contact to be in charge of Franchisee's operations within the City. The City shall have direct access to Franchisee's point of contact as designated by Franchisee. The City's point of contact shall be the Contract Manager. Alternates may be designated by either party upon written notification.

## 12.10. Personnel

- 12.10.1. Within three (3) business days following the Effective Date, Franchisee shall provide the Contract Manager with a written list containing the names, addresses, emails, and telephone numbers of Franchisee's operations manager and other key personnel, and the telephone numbers that are to be used to contact Franchisee in the event of an emergency.
- 12.10.2. Franchisee shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the City. Franchisee shall only utilize personnel in providing services pursuant to this Agreement that have passed criminal background checks. Franchisee shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.
- 12.10.3. Franchisee shall furnish each employee with an appropriate means of identifying him or her as an employee of Franchisee. At a minimum each Franchise employee shall have a uniform with a nametag and company logo. Franchisee's employees shall wear the uniform and identification at all times while on duty.
- 12.10.4. All of Franchisee's personnel shall maintain a courteous and respectful attitude at all times. Franchisee shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Franchisee's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.
- 12.10.5. Franchisee shall comply with all Applicable Law relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.
- 12.10.6. The City reserves the right to disapprove and request removal of any Franchisee personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to Franchisee. Notwithstanding the foregoing, Franchisee shall not be required to take any action with regard to Franchisee's personnel that would violate any Applicable Law.

#### 12.11. Employee Training and Licenses

- 12.11.1. All of Franchisee's employees shall be qualified and appropriately trained for the tasks assigned to them. Franchisee shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Law. The City has the right to review Franchisee's training records.
- 12.11.2. At all times when operating vehicles or equipment pursuant to this Agreement, Franchisee's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

#### 12.12. Office Requirements

- 12.12.1. Franchisee shall maintain a local office within a two-hour drive time from City Hall that is accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays.
- 12.12.2. Franchisee's local office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints in a timely manner (not longer than twenty-four (24) hours). Franchisee's office staff shall be familiar with the City and Franchisee's obligations under this Agreement.
- 12.12.3. Franchisee shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Franchisee. Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Franchisee can respond to the message within sixty (60) minutes.
- 12.12.4. Franchisee shall establish a process, subject to the Contract Manager's approval, for receiving and handling emergency calls, both during and after normal operating hours.

#### 12.13. Customer Service Standards

- 12.13.1. Franchisee shall be responsible for providing the highest quality service to all customers under the provisions of this Agreement.
- 12.13.2. Franchisee shall designate Route Managers to ride behind all routes in order to pick up misses or late set outs.
- 12.13.3. Franchisee shall keep a written record of all calls it receives regarding the Franchisee's service under this Agreement including, but not limited to, inquiries, missed pickups, and complaints. Franchisee shall use a standard form to record the pertinent facts regarding each call, how it was responded to, and resolution, if required. The form shall identify source of the call (customer name, customer type – residential, multi-family, or commercial, account number, and contact information), the time and date when a call was received, when Franchisee responded to the call, and the date and time when any issue was resolved. Franchisee's records and forms shall be kept up to date and a record of all calls shall be submitted daily as outlined in Article 13.2, unless

otherwise directed by the Contract Manager. In addition, Franchisee's records and forms shall be maintained throughout the term of this Agreement. The call log shall be maintained at Franchisee's office in Orange or Seminole County and shall be electronically transmittable upon request.

- 12.13.4. Franchisee shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving notification.
- 12.13.5. If the City receives a complaint regarding Franchisee's service under this Agreement, the complaint shall be immediately forwarded to Franchisee by telephone or electronic communication. Within twenty-four (24) hours of receipt the Franchisee shall notify the City by telephone or electronic communication of the action taken to resolve the complaint.
- 12.13.6. If the City or customer notifies Franchisee of a missed collection before 12:00 p.m. Monday through Friday, Franchisee shall return to the customer's premises before 6:00 p.m. the same Day of the notification and collect all of the Solid Waste or Recyclables that have been set out for collection. If Franchisee is notified after 12:00 p.m. Monday through Friday of a missed collection, collection shall be made by 12:00 p.m. the next Day following notification. Notifications received Friday after 12:00 p.m. Friday through Sunday shall be corrected before 12:00 p.m. on Monday.
- 12.13.7. Franchisee shall notify the Contract Manager regarding any issues that have not been resolved within twenty-four (24) hours after receiving notification. Franchisee may request, and the Contract Manager may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a customer's satisfaction, the City shall have the authority to determine how the dispute will be resolved.

#### 12.14. Vehicle and Collection Equipment

- 12.14.1. Franchisee shall maintain a dedicated frontline fleet of collection vehicles designated for the City of Winter Park to fulfill this Agreement. No single frontline or spare vehicle shall exceed the maximum age of ten (10) years. The City reserves the right, at its discretion, to require a vehicle be taken out of service for habitual maintenance issues.
- 12.14.2. Franchisee shall provide the Contract Manager with a list of vehicles and other collection equipment that will be used by the Franchisee to provide services under this Agreement as required in Article 5.1. This list shall identify the use of each vehicle (e.g., garbage or recycling collection, residential or commercial collection, etc.), make and model, license tag number, and age for each vehicle. Franchisee shall revise and resubmit the list to the Contract Manager during the term of this Agreement if there are any changes to the list of vehicles or other collection equipment. The requirements of this paragraph do not apply to: (a) vehicles and other collection equipment used in the City for thirty (30) Days or less; or (b) bona fide demonstration trucks and other collection equipment.
- 12.14.3. Franchisee shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of



- this Agreement. Franchisee's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized.
- 12.14.4. All of Franchisee's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 12.14.5. Franchisee shall monitor, maintain and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations and Applicable Law. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.
- 12.14.6. All collection vehicles shall be painted a uniform color.
- 12.14.7. The City reserves the right to conduct periodic inspections of operations, vehicles, and equipment to ensure compliance with Applicable Law, as well as requirements of this Agreement.
- 12.14.8. All vehicles used to provide collection service under this Agreement shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchisee's collection vehicles.
- 12.14.9. Franchisee shall have sufficient reserve vehicles and equipment available to complete daily routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection route(s) within the established hours of collection.
- 12.14.10. The reserve vehicles and equipment shall be in service within two (2) hours of any breakdown or delay of the frontline collection vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.
- 12.14.11. Franchisee shall keep all collection vehicles and equipment cleaned. All collection vehicles used for the collection of Solid Waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Contract Manager approves an alternate cleaning schedule. Other collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 12.14.12. Franchisee's vehicles shall clearly display Franchisee's logo, name, and telephone number printed in letters not less than four inches (4") on each side of the vehicle.
- 12.14.13. Franchisee vehicles shall be numbered with numbers not less than four inches (4") high on each side of the vehicle. Franchisee shall keep a record of the vehicle to which each number is assigned.

12.14.14. Franchisee shall display the City theme and logo on the sides and rear of every frontline vehicle used to collect Solid Waste or Program Recyclables pursuant to this Agreement. The signs shall be appropriately sized, as mutually agreed. The City will provide the approved artwork for the Franchisee's vehicles.

12.15. Service Verification System

12.15.1. Franchisee shall provide, populate, and maintain a web-based service verification system to which the City has access. Service verification software shall be capable of providing reports online that can be downloaded in PDF and Excel formats. Franchisee is responsible for all associated costs and maintenance. The service verification system must be operational and accessible no later than by the Commencement Date.

12.15.2. Service verification system shall be capable of providing map-based location visibility of frontline and reserve collection vehicles. Service verification system shall be capable of providing location-based Container collection service and be able to generate reports as needed based on Container collection service activity, including, but not limited to, collection and non-collection events and set-out data. Variables and fields used to supply and manage this information shall include, but not be limited to:

- a. Roll Cart or Container type (garbage or recycling)
- b. Generator type (residential, multi-family, or commercial)
- c. Customer name/ID and address
- d. Collection event date, time, and latitude/longitude coordinates
- e. RFID tag number
- f. Serial number
- g. Cart/Container size
- h. Route and truck information

12.15.3. Service verification system shall include an asset management database through which Franchisee shall be responsible for reporting and tracking the movement of all Roll Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to City approval. The initial database must be populated and uploaded into the web-based Service Verification Database no later than seven (7) Days following the Commencement Date. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. The service verification system shall be able to generate reports as needed on residential Roll Cart activity including maintenance and inventory reports. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include, but not be limited to:

- a. Work order number, date, and status
- b. Roll Cart type (garbage or recycling)
- c. Residential Customer name/ID and address

- d. RFID tag numbers
- e. Serial number
- f. Cart size
- g. Recovery and delivery latitude/longitude coordinates
- h. Route information

12.15.4. Franchisee shall provide necessary access to the City of the Franchisee's web-based service verification and asset management system and work with the City to develop regular reports.

## **ARTICLE 13. RECORD KEEPING AND REPORTING**

### **13.1. Record Keeping**

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

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

### **13.2. Reporting**

13.2.1. Franchisee shall provide the City with complete visibility of daily collection service operations through the use of a web-based RFID tracking software system. The software shall have the ability to generate reports based on Container activity such as inventory reports, maintenance reports, set out rates, non-collection events, and any others requested by the City. Reports should be able to be viewed in Adobe PDF format or downloadable in Microsoft Excel format. The system shall also have the following capabilities and/or requirements:

- a. Visibility of every collection event by customer, truck, route, Container, location, date, and time.
- b. Visibility of Containers serviced by associated customer/address, serial number (for Roll carts), GPS location of service, date and time of collection event.
- c. The system shall be free of any requirements for the City to install and support any back office software for the collection and delivery of collection data.
- d. The system provider shall provide onsite training as part of the transition (Article 5.1.)

13.2.2. Daily Report: Franchisee shall electronically submit a daily report, by 11:00 a.m. each day, to the Contract Manager, in a format pre-approved by the Contract Manager, containing the following information for the previous day:

- a. Weight ticket information for all Solid Waste delivered to the Designated Facility on behalf of the City including daily tonnage by material type and individual load tonnage by route type.
  - b. Weight ticket information for all Program Recyclables collected and delivered to the Designated Facility by the Franchisee.
  - c. Call log for all calls received (cumulative for the current month) as specified in Article 12.13.
  - d. Non-collection as specified in Article 6.4.
  - e. Incidences of personal injury or property damage, including vehicular damage, to public or private property by Franchisee as specified in Article 12.5.
  - f. Spillage and Littering occurrences as specified in Article 12.6.
- 13.2.3. Monthly Report: Franchisee shall electronically submit a monthly report, prior to the fifteenth (15) Day of each month, to the Contract Manager, in a format pre-approved by the Contract Manager, containing the following information for the previous service month:
- a. Tonnage of Solid Waste, Yard Waste, and Bulk Waste collected from Residential Customers during the previous month, each reported separately.
  - b. Tonnage of Solid Waste collected from Multi-Family Customers and Commercial Customers during the previous month. If it is operationally more efficient, the Franchisee may choose to include the collection of Multi-Family and Commercial Solid Waste collected in Roll Carts with Residential Solid Waste collected in Roll Carts. If Multi-Family and Commercial Solid Waste collected in Roll Carts is combined with Residential Solid Waste collected in Roll Carts, the Residential Solid Waste tonnage report must note the additional sources of Solid Waste.
  - c. Tonnage of Program Recyclables collected during the previous month.
  - d. A summary of calls as specified in Article 12.13.
  - e. Roll Cart asset management report as specified in Article 12.15.
  - f. List of customers receiving commercial Recyclables collection service. Include customer name, address, type of material (such as segregated cardboard, paper, commingled containers, glass, Single Stream, etc.) container size, frequency of collection and billing rate. If possible, the total tonnage of Recyclables collected from Commercial Customers during the previous month.
  - g. Documentation of all activities conducted by the Franchisee to encourage participation in recycling.
- 13.2.4. Franchisee shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement or the City's Solid Waste and recycling programs.

## **ARTICLE 14. EDUCATION AND OUTREACH**

### **14.1. Distribution of Information**

- 14.1.1. All forms of communication regarding the City's Solid Waste and Recycling program including, but not limited to, electronic, written, audio, video, graphics, logos, etc. shall be reviewed and approved by the Contract Manager, or designee, prior to disseminating or presenting publically. The City desires to follow the Recycle Across America standards but may choose alternative messaging.
- 14.1.2. Prior to the Commencement Date and at least annually thereafter, the Franchisee shall provide each customer with an informational brochure summarizing the obligations of the customer and the Franchisee. Residential Customer information should include, but is not limited to, information regarding Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste collection, and Special Collection Services, and include setout procedures, regulations, days of collection, and complaint procedures. Multi-Family and Commercial Customers information should include information appropriate for their collection service. The brochure(s) must be approved by the Contract Manager prior to distribution. The Franchisee shall be responsible for all costs of production and distribution.
- 14.1.3. At the time of Roll Cart delivery to a Residential Customer, Franchisee shall include, at a minimum, the information brochure described in Article 14.1.2. and service day notice bagged and secured to each Roll Cart in a manner approved by the City. The City reserves the right to provide additional documents to the Franchisee for distribution in the Roll Cart delivery packet. If both a Solid Waste Roll Cart and Recycling Roll Cart are delivered at the same time to the same Residential Customer, the information packet shall be secured to the Solid Waste Roll Cart and is not required for the Recycling Roll Cart.

### **14.2. City and Franchisee Responsibilities**

The City shall have the primary responsibility for creating public education and outreach promotional materials for the City's Solid Waste services in partnership with the Franchisee. The Franchisee shall contribute a yearly education and outreach fee of twenty-five thousand dollars (\$25,000) to support the City's education and outreach efforts. A check shall be due by August 1 prior to each year during the term of the Franchise Agreement. The first year's education and outreach fee shall be due October 30, 2016.

## **ARTICLE 15. FRANCHISE FEE**

The Franchise Fee shall pertain to collection and disposal service for all Multi-Family and Commercial Customers with Compactor and Roll-Off services, except for City-designated Compactors and/or Roll-Offs in the Center Street Service Area. Franchisee shall remit a Franchise Fee in the amount of fifteen percent (15%) of services provided in the immediately preceding month pursuant to the Franchise granted herein to the City, by check, on or before the fifteenth (15th) Day of each month.

## **ARTICLE 16. COMPENSATION**

### **16.1. Billing and Payment**

- 16.1.1. The City will bill and collect payment for collection services, including Special Collection Services, from all Residential, Multi-Family, and Commercial Customers, with the exception of Compactor and Roll-Off service. However, the City will bill and collect payment for all services provided in the Center Street Service Area including Compactor and Roll-Off services. An account of the customers receiving collection services and the level of service provided will be taken each month and used to determine the amount due to the Franchisee. The City will remit payment for services each month by the fifteenth (15<sup>th</sup>) Day of the following service month.
- 16.1.2. The City shall be responsible for payment for disposal services to the Designated Facilities for Solid Waste collected in Roll Carts and Dumpsters from Residential, Multi-Family, and Commercial Customers pursuant to this Agreement. Franchisee shall be responsible for payment for disposal services to Designated Facilities for Solid Waste collected in Compactors and Roll-Offs from Multi-Family and Commercial Customers, with the exception of City-designated Compactors and/or Roll-Offs from the Center Street Service Area. The City shall be responsible for payment for disposal services to the Designated Facilities for Solid Waste collected in Compactors or Roll-Offs in the Center Street Service Area.
- 16.1.3. Billing and collection of all other non-exclusive services including, but not limited to, collection of commercial Recyclables and C&D generated from existing residential single family dwelling units, duplexes, and triplexes shall be the sole responsibility of the Franchisee.

### **16.2. Collection Service Fees**

- 16.2.1. Service fees for Residential, Multi-Family, and Commercial Collection Service are provided in Exhibit 1. Service fees for Special Collection Service are provided in Exhibit 3.
- 16.2.2. Annual Service Fee Adjustments
  - All fees in Exhibit 1 are subject to annual service fee adjustments as set forth in Exhibit 5.
  - 16.2.2.1. Service fees shall remain the same through the first year of the Franchise Agreement.
  - 16.2.2.2. On October 1, 2017 and October 1 of each subsequent year during the term of this Agreement, service fees, shall be adjusted as specified in Exhibit 5. The annual service fee adjustment shall not exceed three and a half percent (3.50%).
- 16.2.3. Change in Law Fee Adjustment
  - Franchisee may petition the City for an additional collection service fee adjustment resulting from a Change in Law. Franchisee's request shall contain substantial proof and justification to support the need for the fee adjustment. The City may request from Franchisee such further

information as may be reasonably necessary in making its determination. Within sixty (60) Days of receipt of the request and all other additional information required by the City, the Contract Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the Commission. The Commission shall consider the request at a regularly scheduled meeting. If the Commission approves the request, adjusted fees shall become effective upon the Commission's approval.

**16.2.4. Limitation on Fee Changes**

Franchisee shall not be allowed a collection service fee increase for any reason other than those expressly specified in this Agreement. Notwithstanding the foregoing, in the event that a federal, state, or local entity imposes a fee, charge, or tax after August 1, 2016 that applies to Franchisee's operations, such fee, charge, or tax shall be treated as a Change in Law and shall be passed through as a separate billed item after notice to, and confirmation by, the City.

**16.3. Processing Payment**

The processing payment shall be remitted quarterly for all Single Stream and segregated cardboard Program Recyclables collected from Residential Customers, Multi-Family Customers, the Center Street Service Area, City Facilities, City-sponsored events, and City-designated public areas. The processing payment shall be based on the inbound tons of Program Recyclables as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables. Payment shall be made according to the following schedule with a report detailing monthly tonnage and revenue calculation in a format approved by the Contract Manager. Revenue payment per ton shall be calculated as specified in Exhibit 8.

Collection Schedule	Payment Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 31

**ARTICLE 17. EMERGENCY SERVICES**

**17.1. Contingency Plan**

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, resulting in the temporary closure of the Designated Facility, the Contract Manager may grant Franchisee a variance from regular routes and schedules. However, Franchisee shall resume regular collection service upon re-opening of the Designated Facility. Should the Designated Facility be in operation but the Franchisee is unable to perform regular collection service, the Franchisee may be granted a variance upon request by Franchisee in writing to the Contract Manager. Franchisee shall coordinate with the City to inform customers of any change in schedule as soon as possible after variance has been granted. In such cases, Franchisee shall make the City its highest priority and additional effort will be

rendered to make up for missed collections. As soon as practicable after such event, Franchisee shall advise the Contract Manager when it is anticipated that normal routes and schedules can be resumed. All of the vehicles normally used by Franchisee in the City shall be dedicated to the collection of Solid Waste in the City during the emergency and any subsequent recovery periods.

**17.2. Franchisee Unable to Provide Contracted Services**

In the event that Franchisee is unable to provide adequate services during an emergency or other event involving an Uncontrollable Force, the City may hire other contractors to provide those services. In such case, the City, as applicable, reserves the right to charge Franchisee for all costs and expenses that the City incurs while providing the services that Franchisee is obligated to provide pursuant to the requirements of this Agreement, subject to set-off for the amounts that would have been paid to Franchisee for services.

**17.3. Disaster Response Plan**

Franchisee shall develop and provide to the City a written disaster preparedness and response plan (Disaster Plan) thirty (30) Days prior to the Commencement Date. Thereafter, Franchisee shall provide an updated Disaster Plan by April fifteenth (15<sup>th</sup>) of each year. This Disaster Plan shall include provisions for additional personnel and equipment, and shall establish a reasonable, verifiable basis for any charges associated therewith. The City shall coordinate with Franchisee if a disaster should require temporary closure, or modification to the hours of operation of the Designated Facility. Franchisee shall be familiar with local, state, or federal agency documentation requirements, including but not limited to the generality of the foregoing, rules, regulations, and guidelines applicable to the Federal Emergency Management Agency's (FEMA's) Public Assistance Program for Debris Removal, as such requirements change from time to time. Franchisee shall maintain complete and accurate records of any and all such disaster work and provide all required and necessary documentation for submission of cost reimbursement requests. Franchisee shall be required to submit its FEMA documentation of costs to the City as a condition of payment for additional personnel and equipment pursuant to this section.

**ARTICLE 18. PERFORMANCE**

**18.1. Performance Bond**

Upon award, the Franchisee shall be required to furnish and pay for bonds covering faithful performance of the Agreement and payment of all obligations arising thereunder by delivering to the City a Performance & Payment (P&P) bond. The P&P bond shall be furnished in the amount equal to fifty percent (50%) of the annual Agreement value, in such a form as the City may prescribe and with a surety company acceptable to the City. The amount of the performance bond shall be adjusted in accordance with this provision annually on October 1, 2017 and October 1 of each subsequent year during the term of this Agreement.

All P&P bonds are to be issued from a company licensed to sell bonds in the State of Florida and with a rating no less than A in the Best Key Rating Guide. The City has the right but not the obligation to verify that these requirements are met. The Performance & Payment Bond must be delivered to the City within ten (10) Days following the Effective Date. Failure or neglect to deliver said bond as specified shall be considered as having abandoned the contract. Letters of Credit are not acceptable in lieu of the required bond.



18.1.1. Said bond shall be forfeited should Franchisee:

- a. Fail to comply with the requirements of this Agreement; or
- b. Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of Franchisee's property; or
- c. By an order or decree of a court to be adjudicated bankrupt; or
- d. Have an order or decree of a court entered approving a petition filed by any of Franchisee's creditors seeking a reorganization or readjustment of Franchisee's indebtedness under the Federal Bankruptcy laws or any law or statute of the United States or any state thereof.

18.2. Liquidated Damages

- 18.2.1. It is the intent of the City to ensure that the Franchisee provides a quality level of Solid Waste and Recyclables collection service. The City and Franchisee acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to service failures or circumstances described in this section for which the Franchisee would otherwise be liable. Accordingly, the City has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, for the Franchisee's breach of this Agreement.
- 18.2.2. The Contract Manager shall notify Franchisee in writing by the twenty-fifth (25th) Day of the month of the City's intent to deduct any liquidated damages, including the basis for each assessment, from payments due or to become due to Franchisee for service provided under this Agreement.
- 18.2.3. In the event Franchisee wishes to contest such monthly assessment, Franchisee must do so within five (5) Days of issuance of each assessment notification by requesting, in writing, a meeting with the Contract Manager to resolve the issue. Following such a meeting, the Contract Manager shall notify Franchisee in writing of any action taken with respect to Franchisee's claims. Franchisee may further appeal, in writing, the decision of the Contract Manager to the City Manager, who shall conduct a review of all of the facts and circumstances, and make a determination in writing. The City Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 18.2.4. Prior to the Commencement Date, the Franchisee shall prepare to provide its collection services in a responsible manner. Franchisee shall, at a minimum, adhere to the requirements set out in Article 5.1 including

gaining approval of a detailed transition plan by the Contract Manager. In the event that the Franchisee fails to meet the deadlines in the transition plan without prior Contract Manager approval, the City has the right to assess liquidated damages for each deadline that is missed. Failure to meet the deadline of more than two (2) tasks may lead to the termination of this Agreement. The Contract Manager may impose liquidated damages for the Franchisee's actions during the Transition Period, as set forth below, and deduct from payments due or to become due to Franchisee for services provided under this Agreement.

Transition Performance Standard Violation		Liquidated Damages
1	Failure to provide the Contract Manager with contact information for the Franchisee's operations manager and other key personnel within three (3) business days of the Effective Date. (Article 12.10.1)	\$1,000 per Day past the due date
2	Failure to submit a detailed, task-level transition plan to the Collection Manager no later than fifteen (15) Days following the Effective Date. (Article 5.1.)	\$3,500 per Day past the due date
3	Failure to revise the transition plan based on Contract Manager directive within five (5) Days of notification. (Article 5.1.)	\$7,000 per Day past the due date
4	Failure to provide, populate, and maintain the Service Verification System no later than by the Commencement Date. (Article 12.15.)	\$5,000 per Day past the due date
5	Missed deadline on Contract Manager-approved transition plan	\$1,000 per incident per Day past the due date

18.2.5. The Contract Manager may assess the following liquidated damages pursuant to this Article on a monthly basis in connection with the Agreement:

Performance Standard Violation		Liquidated Damages
1	Failure to deliver materials to a Designated Facility. (Article 11.)	Per occurrence (occ.) 1 <sup>st</sup> occ. = \$1,000 2 <sup>nd</sup> occ. = \$5,000 3 <sup>rd</sup> + occ. = \$10,000
2	Mixing materials. (Article 12.1.)	\$5,000 per occ.
3	Failure to submit to City all plans, reports, or other documents in the time required under the provision of this Agreement, unless otherwise approved by the Contract Manager. (Article 13)	\$500 per item per Day past the due date
4	Failure to leave a non-collection notice for customer explaining why material was not collected. (Article 6.4)	\$50 per occ.

5	Failure to comply with the hours and days of operation. (Articles 6.5., 7.3., and 8.5.)	\$100 per occ. per vehicle
6	Failure to repair, replace, or deliver a Container or RFID tag on commercial Containers within the required timeframe. (Article 9.)	\$50 per Container per Day
7	Failure to complete each route on the regularly scheduled day except when such completion is made impossible by weather or other conditions, as determined by City.	\$250 per incomplete route per Day
8	Changing routes or route order without proper notification. (Article 12.3.)	\$1,000 per occ.
9	Failure to clean spillage, leakage, or blowing of material (oil, hydraulic fluid, Solid Waste, Recyclables, etc.) within twenty-four (24) hours. (Article 12.6.)	\$250 per incident per Day
10	Failure to have vehicle operators properly licensed. (Article 12.11.)	\$1,000 per occ. per Day
11	Failure to maintain a local customer service office for the hours required (Article 12.12.)	\$500 per occ. per Day
12	Failure to resolve missed pickups or complaints within the specified time frame, unless otherwise approved by the Contract Manager. (Articles 12.13.)	\$100 per unresolved missed pickup or complaint per Day
13	Failure to provide proper vehicles and equipment as required. (Article 12.14.)	\$250 per occ.

## **ARTICLE 19. TERMINATION**

### **19.1. Failure to Maintain Performance Bond and Insurances.**

The City reserves the right to terminate this Agreement if Franchisee fails to obtain and maintain the Performance Bond as set forth in Article 18.1 or the insurance set forth in Article 20.

### **19.2. Scrutinized Companies**

Franchisee is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. The City reserves the right to terminate this Agreement if the City discovers that Franchisee has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the term of the Agreement, Franchisee has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

### 19.3. Bankruptcy

- 19.3.1. The City reserves the right to terminate this Agreement if Franchisee takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
- 19.3.2. The City reserves the right to terminate this Agreement if by order or decree of a court, Franchisee shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of Franchisee seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.
- 19.3.3. The City reserves the right to terminate this Agreement if by or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Franchisee, and such possession or control shall continue in effect for a period of sixty (60) Days.

### 19.4. Convenience

The City may terminate this Agreement in whole, or in part, by giving Franchisee thirty (30) Days advanced written notice, to be served as hereafter provided, under determination by the City Manager that such termination is in the best interest of the City. Any such termination shall be effected by the delivery, via mail or otherwise, to the address provided in Article 21.17., of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, Franchisee shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to the Franchisee. Franchisee shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

## **ARTICLE 20. INSURANCE**

The Franchisee, and any subcontractors, shall require its insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The Franchisee shall instruct their agent to issue certificates of insurance to the City immediately upon signed Agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable) in the amount of \$1,000,000.00, and other requirements, as summarized on and in the amounts specified below. The Franchisee shall not commence work under this Agreement until obtaining

all insurance coverage under this section and until the City has received and approved such insurance.

The City of Winter Park shall be named as an **ADDITIONAL INSURED** on the General Liability coverage. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. This information will be verified at the City's discretion.

The certificate holder shall be named as City of Winter Park. Thirty (30) Days cancellation notice is required.

Insurance Type		Required Limits
✓	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓	Employer's Liability	\$500,000.00 each accident, single limit per occurrence
✓	Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓	Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

## **ARTICLE 21. OTHER TERMS AND CONDITIONS**

### **21.1. Indemnification**

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

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

## 21.2. Assignment

### 21.2.1. Assignment

Assignment of this Agreement, or any portion of this Agreement, cannot be made without the advance written consent of the City, in the City Commission's sole discretion.

### 21.2.2. Subcontracting

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

## 21.3. Severability

If any term, provision or condition contained in this Agreement shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law,

the remainder of this Agreement, or the application of such term or provision shall otherwise be fully enforceable.

#### 21.4. Compliance with Laws and Regulations

The Franchisee at all times shall be familiar with and observe and comply with all Applicable Law, which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and hold harmless the City against any claims or liability arising from, or based on, the violation of any Applicable Law. Noncompliance may be considered grounds for termination of this Agreement.

The Franchisee is assumed to have made himself/herself/itself familiar with all Applicable Law, including which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

#### 21.5. Compliance with Occupational Safety and Health

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

#### 21.6. License, Permits or Fees

It shall be the responsibility of the Franchisee to obtain all licenses and permits, as required, to complete this service at no additional cost to the City. Permits and the payment of related fees are required from the City of Winter Park within the scope of work in these specifications. Said fees paid for required building permits may be reduced by 33% for the City of Winter Park, only. Fees paid for trade permits including plumbing, electrical, gas, mechanical and demolition permits cannot be waived. The successful proposer is required to obtain the permits; however, the successful proposer may inform the Building Division they are under contract to the City, and request a reduction of the required fees as referenced above. Payment of these fees does not relieve the successful proposer from the financial responsibilities or other requirements imposed by other governmental agencies relating to permits, licenses or fees which they may impose. This does not include waiving school impact fees or Competency Card License fee when applicable. The Franchisee is required to obtain all necessary inspections including building, plumbing, mechanical and electrical inspections and the Certificate of Occupancy must be obtained prior to occupancy as is required by the Winter Park Building Division. All other related Land Development Code requirements related to building projects must be observed including, but not limited to, landscape, irrigation, lighting and storm water provisions. All required licenses and permits shall be disclosed by true and correct copy thereof upon submission of the proposal, and thereafter, shall be readily available for review by the City.

**21.7. Sovereign Immunity**

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

**21.8. Modification**

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

**21.9. Reservation of Rights**

The City hereby expressly reserves the right to amend this Agreement, which may be necessary or proper to secure and protect the health, safety, moral, general welfare and accommodation of the public including, but not limited to, amendments related to rates, and to protect the public from danger and inconvenience in the management and operations of solid waste services business, and to provide such services as is contemplated by this Agreement.

**21.10. Independent Franchisee**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting Franchisee as an agent, representative or employee of the City for any purpose whatsoever. Franchisee is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Franchisee in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

**21.11. Governing Law, Venue**

In the event of any litigation or claim between the Franchisee and the City, including but not limited to any claim or litigation the venue shall be in Orange County, Florida, where all Applicable Law shall be used in the adjudication.

**21.12. Public Access and Public Records**

Franchisee acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Franchisee's possession relating to services performed pursuant to this Agreement are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. Franchisee agrees that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or writing of the Franchisee and its employees, agents and subcontractors related, directly or indirectly, to this Agreement or the services contemplated by this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Franchisee. Specifically but without limiting Franchisee's obligations, Franchisee agrees to: i. at Franchisee's expense, keep, secure, maintain, preserve, and retain the Public Records in the manner specified pursuant to the Public Records Law; ii. provide the public with access to the Public Records on the same terms and conditions that apply to the City and at a cost that does not



exceed the cost provided by law; iii. ensure that the Public Records that are exempt or confidential and exempt from disclosure to the public are not disclosed except as authorized by law for the duration of this Agreement and following the termination and expiration of this Agreement if the Franchisee does not transfer the Public Records to the City; and iv. Meet all requirements for retaining Public Records, and transfer, at no cost to the City, all Public Records in the Franchisee's possession upon termination and expiration of the Agreement or keep and maintain the Public Records required by the City. If the Franchisee transfers all Public Records to the City upon termination and expiration of this Agreement, the Franchisee shall destroy any duplicates that are exempt or confidential and exempt. If the Franchisee keeps and maintains the Public Records upon termination and expiration of this Agreement, the Franchisee shall meet all applicable requirements for retaining Public Records. Upon request from the City's custodian of Public Records, Franchisee must provide the electronically stored Public Records to the City in a format that is compatible with the City's information technology systems. During the effectiveness of this Agreement, upon request by the City, the Franchisee shall, within three business days, supply copies of any requested Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall, at any and all reasonable times during the normal working hours of the Franchisee, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Franchisee by the Public Records Law, Franchisee agrees that it shall, under no circumstances, withhold possession of any Public Records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Franchisee and the City. This provision shall survive expiration and termination of this Agreement.

**IF THE FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-599-3277, [CITYCLERK@CITYOFWINTERPARK.ORG](mailto:CITYCLERK@CITYOFWINTERPARK.ORG), 401 S. PARK AVE., WINTER PARK, FL 32789.**

#### 21.13. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

#### 21.14. Survival of Obligation

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

**21.15. Dispute Resolution**

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

**21.16. Headings**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

**21.17. Notice**

Unless otherwise specified by the Contract Manager, all notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the City and Franchisee as follows:

To the City:               City of Winter Park  
Michelle Neuner, Assistant City Manager  
401 South Park Avenue  
Winter Park, FL 32789

To Franchisee:       Waste Pro of Florida, Inc.  
Tim Dolan, Regional Vice President  
3705 St. Johns Pkwy  
Sanford, FL 32771

**IN WITNESS WHEREOF**, the parties have executed, or caused to be executed by their duly authorized officers, this **AGREEMENT** in duplicate each of which shall be deemed an original on the first date as written.

**City of Winter Park, Florida**

**Waste Pro of Florida, Inc.**

Steve Leary

Tim Dolan

Mayor

Regional Vice President

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

**Attest**

**Attest**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT 1 – COLLECTION SERVICE FEES

<b>2-1-1 RESIDENTIAL COLLECTION SERVICE</b>	Monthly Collection Fee/Unit*
Solid Waste: 2x/week in Franchisee-provided Roll Carts	\$1.50
Recyclables: 1x/week in Franchisee-provided Roll carts	\$5.52
Yard Trash: 1x/week	\$6.36
<b>Total Monthly Residential Collection Service Fee</b>	<b>\$13.38</b>
Monthly Service Fee for 2 <sup>nd</sup> Solid Waste Roll Cart	\$1.50

<b>COMMERICAL RECYCLING</b>	Monthly Collection Fee/Unit*
Cart Service: 95-gallon Roll Cart collected 1x/week	\$2.30
Dumpster Service: per cubic yard (loose)	\$3.75

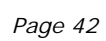
<b>COMMERCIAL COLLECTION SERVICE</b>		Monthly Collection Fee/Unit*
95-gallon Roll Cart collected 2x/week		\$20.00
Per Cubic Yard (loose)		\$3.76
Per Cubic Yard (compacted)		\$3.76
	Container and Maintenance Fee/Month**	Fee/Pull
Open Top Roll-Off - 15 cubic yards	\$0.00	\$187.50
Open Top Roll-Off - 20 cubic yards	\$0.00	\$187.50
Open Top Roll-Off - 30 cubic yards	\$0.00	\$187.50
Open Top Roll-Off - 40 cubic yards	\$0.00	\$187.50
Compactor - Vertical	\$200.00	\$0.01
Compactor - 15 cubic yards	\$400.00	\$187.50
Compactor - 20 cubic yards	\$425.00	\$187.50
Compactor - 30 cubic yards	\$450.00	\$187.50
Compactor - 40 cubic yards	\$475.00	\$187.50

\*Includes container and maintenance

\*\* Maximum fee charged for monthly container and maintenance fee; Franchisee may negotiate lower container and maintenance fees. Franchisee may not charge the container and maintenance fee for the collection of Program Recyclables.

NOTE: Disposal fees for compactors and roll-offs will be actual.

2 <sup>nd</sup> HHW/E-Waste Collection Event, if requested	\$20,000.00
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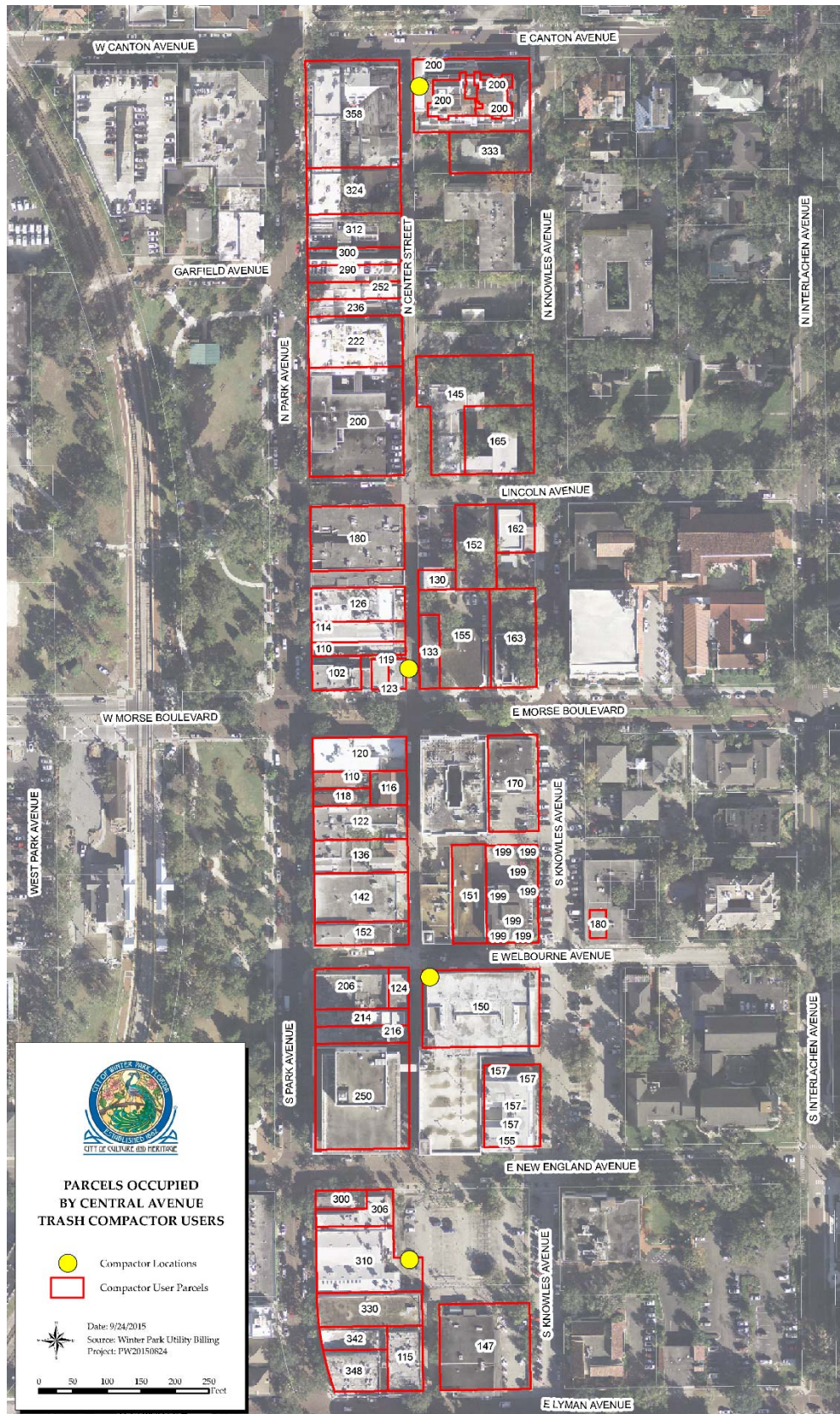


**EXHIBIT 3 – SPECIAL COLLECTION FEES**

Item	Fee
White Goods	\$30.00 each
Furniture	\$20.00 each
E-Waste	\$20.00 each
Yard Waste	\$10.00 per cubic yard
C&D	\$15.00 per cubic yard



## EXHIBIT 4 – CENTER STREET SERVICE AREA



## EXHIBIT 5 – CALCULATION OF RATE ADJUSTMENT

Ninety percent (90%) of the rate adjustment shall be based on seventy five percent (75%) of the change in the average monthly Consumer Price Index (CPI) from July through June in the prior year (CPI1) and the average monthly CPI from July through June in the current year (CPI2). The index used shall be the CPI for All Urban Consumers; South Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CUUR0300SA0).

Ten percent (10%) of the rate adjustment shall be based on the percentage change in the average monthly fuel price from July through June in the prior year (FI1) and the average monthly fuel price from July through June of the most recent year (FI2). If Franchisee utilizes primarily CNG vehicles, fuel prices shall be based on the Henry Hub Gulf Coast Natural Gas Spot Price (dollars/million BTUs) published by the United States Energy Information Administration. If Franchisee utilizes primarily diesel vehicles, fuel prices shall be based on the Lower Atlantic (PADD1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (dollars per gallon) published by the United States Energy Information Administration.

If any of the designated indices are discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three and a half percent (3.50%) of the previous rate.

### EXCEL FORMULA FOR CALCULATING RATE ADJUSTMENT

$$\text{Rate Adjustment (\%)} = \text{ROUND} \left( \left( \left( \text{CPI2} - \text{CPI1} \right) / \text{CPI1} \right) * 0.75 * 0.90 \right) + \left( \left( \text{FI2} - \text{FI1} \right) / \text{FI1} \right) * 0.10, 4 \right)$$

Where:

"CPI1" = averaged published monthly CPI from July through June of the year prior to CPI2.

"CPI2" = averaged published monthly CPI from July through June of the most recent year

"FI1" = average published monthly fuel price from July through June of the year prior to FI2

"FI2" = average published monthly fuel price from July through June of the most recent year

### SAMPLE CALCULATION OF RATE ADJUSTMENT

Assumptions: Current Rate = \$8.00	CPI1 = 225.838	FI1 = 3.9185
	CPI2 = 230.195	FI2 = 3.8747

Rate Adjustment:

$$= \text{ROUND} \left( \left( \left( (230.195 - 225.838) / 225.838 \right) * 0.75 * 0.90 \right) + \left( \left( (3.8747 - 3.9185) / 3.9185 \right) * 0.10 \right), 4 \right) = 1.19\%$$

*Rate Adjustment of 1.19% is less than 3.5%, the maximum allowed.*

$$\text{New Rate} = \text{ROUND} (\$8.00 * (1 + 0.0119), 2) = \$8.10$$

## EXHIBIT 6 – TECHNICAL SPECIFICATIONS FOR ROLL CARTS

Following are minimum requirements for Solid Waste and Recyclables Roll Carts as required within the scope of this Agreement. Franchisee must provide a prototype of each of the City's program-sized Roll Carts (Solid Waste and Recycling) that meet the following technical specifications for City approval prior to ordering the City's Roll Carts. The City reserves the right to waive the requirement of a prototype.

<b>Construction and Design</b>	<ul style="list-style-type: none"> <li>• Must meet ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulations, and laws pertaining to this product.</li> <li>• Roll Carts must be produced by a major manufacturer.</li> <li>• The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable.</li> <li>• The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening.</li> </ul>
<b>Size (Capacity)</b>	<ul style="list-style-type: none"> <li>• Three different sized Roll Carts are required with the following capacities: <ul style="list-style-type: none"> <li>○ Large = 94-96 gallon</li> <li>○ Medium = 64-66 gallon</li> <li>○ Small = 32-35 gallon</li> </ul> </li> </ul>
<b>Materials</b>	<ul style="list-style-type: none"> <li>• Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene.</li> <li>• Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: <ul style="list-style-type: none"> <li>○ 30 pounds or greater for large Roll Cart</li> <li>○ 22 pounds or greater for medium Roll Cart</li> <li>○ 15 pounds or greater for small Roll Cart</li> </ul> </li> <li>• Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material.</li> <li>• All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive.</li> </ul>
<b>Body</b>	<ul style="list-style-type: none"> <li>• The body of the Roll Cart must be one piece.</li> <li>• The Roll Cart wall and bottom thickness must be a minimum of .150 inches.</li> <li>• The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.</li> <li>• The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container.</li> </ul>
<b>Lid</b>	<ul style="list-style-type: none"> <li>• Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body property or becomes otherwise unserviceable.</li> </ul>



	<ul style="list-style-type: none"> <li>• The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.</li> <li>• The lid must be hinged to open to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart.</li> <li>• Lids must be designed to be easily removed in the event of damage or failure. Lid latches are not acceptable.</li> </ul>
<b>Handle</b>	<ul style="list-style-type: none"> <li>• Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart.</li> <li>• The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.</li> </ul>
<b>Wheels/Axle</b>	<ul style="list-style-type: none"> <li>• Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered.</li> <li>• Wheels shall be snap-on or attached in a way that prevents unintended detachment.</li> <li>• Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts.</li> <li>• Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.</li> <li>• The wheels and axle must be rated to meet the maximum load requirements of 3.5 pounds per gallon.</li> </ul>
<b>Stability</b>	<ul style="list-style-type: none"> <li>• Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.</li> </ul>
<b>Color</b>	<ul style="list-style-type: none"> <li>• Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable.</li> <li>• The Solid Waste Roll Cart shall be grey with a grey lid and black wheels.</li> <li>• The Recycling Roll Cart shall be blue with a blue lid and black wheels.</li> <li>• The final color selection must be approved by the City prior to manufacturing.</li> </ul>
<b>Markings</b>	<ul style="list-style-type: none"> <li>• The City must approve all markings.</li> <li>• Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color.</li> <li>• An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the City.</li> <li>• A Winter Park City logo and recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following wording in 1 inch lettering on the lid: <ul style="list-style-type: none"> <li>○ Property of the City of Winter Park.</li> <li>○ Instructions for which side of the Roll Cart must face the street for collection.</li> <li>○ Recycling Roll Cart lids must include program instructions as determined by the City.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ ANSI and regulatory labeling required.</li> <li>● In-mold label on the cart lid.</li> </ul>
<b>RFID Tags</b>	<ul style="list-style-type: none"> <li>● Each Roll Cart must have a unique integrated RFID tag installed into the Roll Cart.</li> <li>● RFID tags must be passive UHF with an optimal operating frequency of 860-960 MHz.</li> <li>● RFID tags must have an optimal operating temperature of -40°F to +149°F.</li> <li>● The dry inlay must meet ISO/IEC 18000-6C and EPD Global Gen 2 standards.</li> <li>● RFID tag values must be written and locked.</li> <li>● All RFID tags must be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper-resistant.</li> <li>● RFID tags placed inside of the body of the Roll Cart are unacceptable.</li> <li>● Adhesive or sticker RFID tags are unacceptable.</li> <li>● Each RFID tag must be tested at the manufacturing facility to ensure that it is working properly.</li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>● Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the City at the expiration of this Agreement.</li> <li>● The warranty must be unconditional and non-prorated providing the City with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or A&amp;D of Roll Carts.</li> <li>● Warranty is understood to include the following coverage: <ul style="list-style-type: none"> <li>○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body.</li> <li>○ Damage to the body, the lid, or any component parts through opening or closing the lid.</li> <li>○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed.</li> <li>○ Failure of the body and lid to maintain its original shape.</li> <li>○ Wear through of Roll Cart bottom so that it leaks liquid.</li> <li>○ Failure of the wheels to provide continuous, easy mobility, as originally designed.</li> <li>○ Failure of any part to conform to minimum standards as specified.</li> </ul> </li> </ul>
<b>Asset Management</b>	<ul style="list-style-type: none"> <li>● A manufacturing database must be maintained that includes each Roll Cart's RFID tag identification, serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size.</li> <li>● At the time and point of delivery, the RFID tag, date, time, and latitude/longitude of the Roll Cart's delivery must be captured and associated with the manufacturing database and the residential physical address to which the Roll Cart is assigned.</li> </ul>

	<ul style="list-style-type: none"><li>• The combined databases consisting of the manufacturing information and A&amp;D information shall be uploaded into the web-based Service Verification System no later than seven (7) Days following the Commencement Date and maintained through the term of this Agreement as provided for in Article 12.15.</li><li>• At the termination of this Agreement the asset management database shall be transmitted to the City in an acceptable format.</li></ul>
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## EXHIBIT 7 – TECHNICAL SPECIFICATIONS FOR CONTAINER RFID TAGS

Following are minimum requirements for the RFID tags required to be placed on all Containers, except for Roll Carts, used for Multi-Family and Commercial Collection Service within the scope of this Agreement. Roll Carts shall meet the RFID tag requirements defined in Exhibit 6. Compactors and Roll-Offs are not required to have RFID tags.

<b>Technical Specs</b>	<ul style="list-style-type: none"><li>• RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860 – 960 MHz</li><li>• Read range: 6 foot minimum</li><li>• Protocol: EPC Class 1 Gen 2</li></ul>
<b>Environmental Specs</b>	<ul style="list-style-type: none"><li>• RFID tags must have an optimal operating temperature of -40°F to +149°F</li><li>• Waterproof</li><li>• Chemical resistant appropriate for Solid Waste collection application</li><li>• Mechanical resistant appropriate for Solid Waste collection application</li></ul>
<b>Mounting Specs</b>	<ul style="list-style-type: none"><li>• Encapsulated tag designed for mounting</li><li>• Mounting surfaces: Metal, plastic, etc.</li></ul>
<b>Memory Requirement</b>	<ul style="list-style-type: none"><li>• EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer</li></ul>

## EXHIBIT 8 – RECYCLABLES PROCESSING PAYMENT

The processing payment shall be remitted quarterly for all Program Recyclables collected from Residential Customers, Multi-Family Customers, the Center Street Service Area, City Facilities, City-sponsored events, and City-designated public areas. The Recyclables processing payment shall be based on the inbound tons as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables.

**Payment per inbound ton of Single Stream Program Recyclables shall be calculated as follows:**

The Franchisee shall calculate the Average Market Value (AMV) of the Single Stream Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. dollars per ton) first posted in the collection schedule for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the table below. For illustrative purposes, the Table 1 below calculates the AMV for a collection schedule January 1 – March 31, 2016, which is based on the commodity prices first posted in January 2016.

**Table 1 – Average Market Value of Single Stream Program Recyclables Sample Calculation**

AMV Calculation for January 1, 2016 – March 31, 2016					
Material	Index Description	January 2016 Index Value	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed paper	PS 1 baled, F.O.B. seller's dock	42.50	\$42.50	23.97%	\$10.19
Newspaper	PS 8 baled, F.O.B. seller's dock	52.50	\$52.50	13.72%	\$7.20
Corrugated containers	PS 11 baled, F.O.B. seller's dock	77.50	\$77.50	15.76%	\$12.21
Aseptic cartons	PS 52 baled, F.O.B. seller's dock	0.00	\$0.00	0.43%	\$0.00
Aluminum cans	Cents/lb., sorted, baled and delivered	54.50	\$1090.00	1.42%	\$15.48
Steel cans	\$/Ton, sorted, baled and delivered	17.50	\$17.50	2.01%	\$0.35
PET	Cents/lb., baled and picked up	7.75	\$155.00	4.60%	\$7.13
Natural HDPE	Cents/lb., baled and picked up	28.50	\$570.00	1.64%	\$9.35
Colored HDPE	Cents/lb., baled and picked up	21.50	\$430.00	1.53%	\$6.58
Plastics #3-7	Commingled #3-7, cents/lb., baled & picked up	0.50	\$10.00	4.36%	\$0.44
Bulky mixed rigid	Cents/lb., baled and picked up	0.50	\$10.00	0.62%	\$0.06
Glass (3 Mix)	\$/Ton, delivered	-17.50	(\$17.50)	15.28%	(\$2.67)
Contamination	N/A (market value shall remain fixed at 0)	N/A	\$0.00	14.66%	\$0.00
				100.00%	<b>\$66.32</b>

The processing payment for Single Stream Program Recyclables shall be made according to the payment schedule in Article 16.3. for the inbound tons of Single Stream Program Recyclables as measured by the facility scales at which the materials are initially received multiplied by the payment in Table 2.

**Table 2 – Payment per Inbound Ton of Single Stream Program Recyclables based on the AMV Value**

Average Market Value (\$/Ton)		Contractor Payment to City/ (City Payment to Contractor) (\$/Ton)
Low	High	
<\$70.00	\$70.00	(\$50.00)
\$70.01	\$80.00	(\$40.00)
\$80.01	\$90.00	(\$30.00)
\$90.01	\$100.00	(\$20.00)
\$100.01	\$110.00	(\$10.00)
\$110.01	\$120.00	\$0.00
\$120.01	\$130.00	\$0.00
\$130.01	\$140.00	\$0.00
\$140.01	\$150.00	\$0.00
\$150.01	>\$150.01	\$0.00

Sample Calculation of Single Stream Program Recyclables

Assumptions: Inbound Tons = 800  
Calculated AMV (Table 1) = \$66.32  
Proposed payment for AMV <\$70.00 = \$5.00

Inbound Tons \* Proposed Payment = 800 \* \$5.00 = \$4,000

**Payment per inbound ton of Segregated Cardboard shall be calculated as follows:**

The processing payment for segregated cardboard shall be remitted according to the payment schedule in Article 16.3. for the inbound tons of segregated cardboard collected from the Center Street Service Area, City Facilities, and any other City-designated collection Containers as measured by the facility scales at which the cardboard is initially received multiplied by zero percent (0%) of the market value of cardboard as identified in the AMV, Corrugated Containers (PS 11 baled, F.O.B. seller's dock). Should it not be operationally feasible to maintain a separate route for the City's segregated cardboard, the Franchisee may mix the City's segregated cardboard with non-City segregated cardboard and assume the tonnage collected to be equal to seventy-five (75) pounds per uncompacted cubic yard based on the size of Containers serviced.

Sample Calculation of Segregated Cardboard

Assumptions: Inbound Tons = 15  
Market index for corrugated containers (Table 1) = \$77.50  
Proposed percentage = 75%

Inbound Tons \* Market Index \* Proposed percentage = 15 \* \$77.50 \* 75% = \$871.88

The Franchisee acknowledges and accepts the following:

- A. The material percentages used for calculating the AMV are best estimates of the composition of the City's Program Recyclables. The composition used is an average of the results of ten (10) Single Stream recycling composition studies performed in Florida jurisdictions during the past two years. Because different processors use different equipment and technologies, they will have varying amounts of processing Residue. Therefore, the material percentages do not attempt to estimate or include processing Residue. Franchisee has utilized its industry knowledge and experience processing materials similar to the City's Program Recyclables as defined herein in evaluating the accuracy of these percentages to the City's recycling stream and developing its financial proposal accordingly.
- B. The market index utilized (RecyclingMarkets.net) is intended to reflect the average value, in the Southeast United States, of each material included in Program Recyclables. It is not intended to equate to the commodity revenue received by the Franchisee. Franchisee took this into consideration when developing its financial proposal.
- C. For the purposes of calculating revenue, the value of contamination in the AMV table shall remain fixed at \$0. Franchisee took this into consideration when developing its financial proposal.
- D. If at any time during the term of the Agreement RecyclingMarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
- E. The payment formulas shall be used for calculating the Recyclables processing payment throughout the term of the Agreement. Franchisee shall submit the detailed AMV calculation showing how the AMV was determined for the payment period, as well as the calculation for determining the payment per inbound ton of Single Stream Program Recyclables and segregated cardboard.
- F. If, in the future, the City or Franchisee wishes to have a recyclables composition study performed, the party requesting such study shall pay for the study unless otherwise agreed upon. The final methodology and selection of a qualified entity to conduct the study must be approved by the Contract Manager. The City reserves the right to have a representative onsite throughout the recycling composition study. Study results are subject to final approval by the Contract Manager and shall not be unreasonably withheld. If approved by the Contract Manager, adjustments to the composition percentages provided in this Exhibit, shall become effective for the following month and the remainder of the Agreement, or until further adjusted in a future composition study.





# city commission public hearing

item type	Public Hearing	meeting date	June 27, 2016
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning & Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

**Subject: Request to Change the Future Land Use and Zoning from Multi-Family Residential and Parking Lot at 226 Hannibal Square, East and Conditional Use for a Three Story, Single Unit Residential Building.**

The Morney Partnership Ltd. (property owner) is requesting the following:

1. Change to the Comprehensive Plan future land use designation from Medium-Density Multi-Family Residential to Central Business District on the property at 226 Hannibal Square, East;
2. Change to the Zoning on the same property from Parking Lot (PL) to Commercial (C-2); and
3. Conditional Use Approval for a three-story building holding one single residential unit, as shown on the plans submitted.

## Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Hahn for DENIAL of the request to change the Comprehensive Plan future land use designation of Medium-Density Multi-Family Residential to Central Business District on the property at 226 Hannibal Square, East.

Motion carried with a 4-2 vote. The Board voted as follows: Tom Sacha, Bob Hahn, Randall Slocum and Shelia De Ciccio voted in favor of the motion. Raymond Waugh and Peter Gottfried voted against the motion.

Motion made by Mr. Sacha, seconded by Mr. Hahn to APPROVE, alternatively a change of zoning on the same property from parking lot (PL) to multi-family residential (R-3) as recommended by staff.

Motion carried unanimously with a 6-0 vote.

Motion made by Mr. Sacha, seconded by Raymond Waugh to approve the Conditional Use together with the setback variance required, to allow a three-story, single unit residential building per the plans presented.

Motion carried with a 4-2 vote. The Board voted as follows: Tom Saha, Raymond Waugh, Shelia De Ciccio and Peter Gottfried voted in favor of the motion. Randall Slocum and Bob Hahn voted against the motion.



**Summary:** The property at 226 Hannibal Square, East is 4,875 square feet in size with 65 feet of frontage on the Hannibal Square, East and 75 feet of lot depth. It currently holds 14 parking spaces. It sits north of Armando's restaurant and south of an unimproved parking lot used by Ward Chapel. The property was rezoned from R-3 to PL in order to permit the construction of the existing parking lot in October, 2000. At that time, the bulk of the property was zoned R-3 and the Future Land Use designation in the Comprehensive Plan was Medium-Density Multi-Family Residential. The City purposefully maintained that Multi-Family Residential future land use so that if the property were further developed (as something other than a parking lot), that the future development would be residential and not office or commercial.

**Comprehensive Plan Future Land Use and Zoning Change:** Based upon the proposed Conditional Use plans for a three story building, holding one single residential unit and some storage space, the Planning and Zoning Board did not see any reason for the proposed change of the Comprehensive Plan FLU to Central Business District FLU or to C-2 Zoning. The P&Z Board agreed that if the property was alternatively rezoned back to the Multi-Family (R-3) zoning (which it had prior to October, 2000) and in conformance with the Comprehensive Plan future land use designation that currently exists on the property, then that allows the applicant to build the same exact project as requested. The Planning and Zoning Board was concerned that a change to Commercial in the Comprehensive Plan future land use and Zoning would allow this proposed 4,016 square foot building, to be used in the future for office or commercial purposes. However, that is not the case, because this proposed building would need 16 parking spaces and is far short of the required parking for any other usage than as a residential building.

Because the applicant cannot use the property commercially without the required parking and because the exact project as submitted can be built without changing the Comprehensive Plan future land use designation were the reasons why the Planning and Zoning Board voted for DENIAL of that requested change. The P&Z Board however voted for APPROVAL of the rezoning to R-3 since that would enable the applicant to build the project that is presented to the City.

**Request for Conditional Use Approval:** The proposed three story building conforms to the unit density of Medium-Density Multi-Family Residential future land use and R-3 zoning. It conforms to the potential building height in R-3 (3 stories is permitted via Conditional Use), the Floor Area Ratio in R-3 (82.3% versus the permitted 110%); and the Building Lot Coverage in R-3 (30% versus the permitted 40%). There would be variances for some setbacks, but that is the same with the request for C-2 zoning which also needs setback variances. In both cases these setback variances are handled via the Conditional Use approval.

The predominant factor in all Conditional Use requests is first and foremost, compatibility with the surrounding area. If one looks to the south toward New England Avenue, there is commercial development with two and three story buildings. If one looks north there is Ward Chapel, the Welbourne Day Nursery and other one or two story buildings, zoned residential. This property is on the transitional edge of a business district adjacent to a residential area.

There was not a unanimous consensus from the Planning and Zoning Board on the compatibility and approval of this project based upon the transitional nature of this block and site location on the edge of a business district adjacent to residential. The majority of the Planning Board felt that the three stories and design were appropriate. The minority of the Planning Board felt three stories and 40 feet of building height were not appropriate at this location.

## **P&Z Minutes – June 7, 2016:**

**REQUEST OF THE MORNEY PARTNERSHIP LTD. TO:** AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION FROM A MEDIUM DENSITY RESIDENTIAL DESIGNATION TO CENTRAL BUSINESS DISTRICT ON THE PROPERTY AT 226 HANNIBAL SQUARE, EAST.

**REQUEST OF THE MORNEY PARTNERSHIP LTD. TO:** AMEND THE ZONING FROM PARKING LOT (PL) DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON THE PROPERTY AT 226 HANNIBAL SQUARE, EAST.

**REQUEST OF THE MORNEY PARTNERSHIP LTD. FOR:** CONDITIONAL USE APPROVAL TO REDEVELOP THE EXISTING PARKING LOT PROPERTY AT 226 HANNIBAL SQUARE, EAST WITH A SINGLE UNIT RESIDENTIAL PROJECT OF THREE STORIES IN HEIGHT.

Planning Manager Jeffrey Briggs presented the staff report. He explained that the applicant, the Morney Partnership Ltd. (property owner) is requesting the following:

4. Change to the Comprehensive Plan future land use designation from Medium-Density Multi-Family Residential to Central Business district on the property at 226 Hannibal Square, East;
5. Change to the Zoning on the same property from Parking Lot (PL) to Commercial (C-2); and
6. Conditional Use for a three-story building holding one single residential unit, as shown, on the plans submitted.

Mr. Briggs reviewed the requests to change the Future Land Use and Zoning of the subject property, and the conditional use request. He discussed staff's concerns with regard to the proposed change to C-2 (Central Business District), FAR, necessary variances and the conditional use request. Staff recommended denial of the request to change the Comprehensive Plan future land use map to Central Business District and the Zoning Map change to Commercial (C-2). As outlined previously, everything that the applicant desires to accomplish in their proposed plan submittals, can be accomplished by simply changing the Zoning from Parking Lot (PL) back to the Multi-Family (R-3) zoning that was in place prior to the change to PL in October, 2000. The R-3 Zoning then conforms to the current Comprehensive Plan designation and the City doesn't need to amend the Comprehensive Plan. Thus, staff recommends APPROVAL of the rezoning to R-3.

Mr. Briggs then discussed his concerns with the Conditional Use request. The site and location is on the transitional edge of a business district adjacent to residential. That location does not seem to be the appropriate place to build the largest building possible (42 feet in total height) within 3 feet of the property lines. Under the current Parking Lot (PL) zoning, the applicant cannot build anything, because the only permitted use is for a surface parking lot. The value gained by to the applicant from the rezoning to R-3 is the ability to now build a 2,600 square foot residence. It would seem to be a reasonable compromise by the applicant to gain the ability from the City to build a 2,600 square foot, two-story residence and only have to compromise with a two-story building versus three stories.

Staff Recommendation is as follows:

1. DENIAL of the request to change the Comprehensive Plan future land use designation of Medium-Density Multi-Family Residential on the property at 226 Hannibal Square, East;
2. APPROVAL of the change of Zoning on the same property from Parking Lot (PL) to Multi-Family Residential (R-3); and
3. APPROVAL of the Conditional Use together with the setback variances required, pursuant to a two-story residential building located in the rear of the property.



Dan Bellows, the applicant, 411 West New England Avenue, gave the Board members an overview of the request.

The following people addressed the Board concerning the request: Mary Daniels, 650 Canton Avenue; Lurline Fletcher, 811 English Court; and Martha Bryant-Hall, 331 Lyman Avenue. No one else wished to speak concerning the request. Public Hearing closed.

The Board members extensively discussed the pros/cons of the request. Mr. Gottfried complimented the applicant on the decades of development of the Hannibal Square business district and felt that this project was also in keeping with those plans and designs. Mr. Waugh also expressed that the proposed building is consistent with the surrounding development and would help finish out this block versus an unattractive parking lot. Mr. Hahn indicated that he understood the concerns expressed by neighbors and the staff that this project was too large for this location on the edge of residential. Ms. DeCiccio expressed that she was comfortable with the building but not the rezoning to C-2. Mr. Sacha agreed that the project itself was not objectionable but there were too many unknowns with C-2 zoning and if it could be built with R-3 zoning in conformance with the Comprehensive Plan then that was his preference. Mr. Slocum expressed that he felt that the scale of the building was definitely not compatible with this interior location at the three stories proposed.

**Motion made by Mr. Sacha, seconded by Mr. Hahn for DENIAL of the request to change the Comprehensive Plan future land use designation of Medium-Density Multi-Family Residential to Central Business District on the property at 226 Hannibal Square, East.**

**Motion carried with a 4-2 vote. The Board voted as follows: Tom Sacha, Bob Hahn, Randall Slocum and Shelia De Ciccio voted in favor of the motion. Raymond Waugh and Peter Gottfried voted against the motion.**

**Motion made by Mr. Sacha, seconded by Mr. Hahn to APPROVE, alternatively a change of zoning on the same property from parking lot (PL) to multi-family residential (R-3) as recommended by staff.**

**Motion carried unanimously with a 6-0 vote.**

**Motion made by Mr. Sacha, seconded by Raymond Waugh to approve the Conditional Use together with the setback variance required, to allow a three-story, single unit residential building per the plans presented.**

**Motion carried with a 4-2 vote. The Board voted as follows: Tom Saha, Raymond Waugh, Shelia De Ciccio and Peter Gottfried voted in favor of the motion. Randall Slocum and Bob Hahn voted against the motion.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL TO CENTRAL BUSINESS DISTRICT DESIGNATION ON THE PROPERTY AT 226 HANNIBAL SQUARE, EAST, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

**WHEREAS**, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended DENIAL of the proposed Comprehensive Plan amendment by a 7-0 voted after having held an advertised public hearing on June 7, 2016, and provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on June 27, 2016 and July 11, 2016 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of medium density multi-family residential to central business district on the property at 226 Hannibal Square, East, more particularly described as follows:

LOT 10 & THE N 10 FT OF LOT 11 AND THE VACATED ALLEY BETWEEN SAID LOTS LOT 7, BLOCK 41 PER THE REVISED MAP OF THE TOWN OF WINTER PARK, AS RECORDED IN PLAT BOOK "A", Pages 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Property Tax ID # 05-22-30-9400-41-100

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

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

**SECTION 4. Effective Date.** An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment is in compliance.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Mayor

\_\_\_\_\_  
Mayor Steve Leary

Attest:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE PARKING LOT (PL) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTY AT 335 WEST COMSTOCK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS,** the owners of property at 226 Hannibal Square, East has requested a Zoning map amendment THAT IS NOT consistent with the Comprehensive Plan, and the requested zoning text change WILL NOT achieve conformance with the Comprehensive Plan for the property and such municipal zoning DOES NOT meet the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS,** the Planning and Zoning Board of the City of Winter Park has recommended DENIAL of this Ordinance at their June 7, 2016 meeting; and

**WHEREAS,** the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Parking Lot (PL) District to Commercial (C-2) District zoning on the property at 226 Hannibal Square, East, more particularly described as follows:

LOT 10 & THE N 10 FT OF LOT 11 AND THE VACATED ALLEY BETWEEN SAID LOTS LOT 7, BLOCK 41 PER THE REVISED MAP OF THE TOWN OF WINTER PARK, AS RECORDED IN PLAT BOOK "A", Pages 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Property Tax ID # 05-22-30-9400-41-100

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

**SECTION 4. Effective Date.** This Ordinance shall become effective upon the effective date of Ordinance \_\_\_\_\_. If Ordinance \_\_\_\_\_ does not become effective, then this Ordinance shall be null and void.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Steve Leary

Attest:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE PARKING LOT (PL) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTY AT 335 WEST COMSTOCK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the owners of property at 226 Hannibal Square, East has requested a Zoning map amendment THAT IS NOT consistent with the Comprehensive Plan, and the requested zoning text change WILL NOT achieve conformance with the Comprehensive Plan for the property and such municipal zoning DOES NOT meet the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended DENIAL of this Ordinance at their June 7, 2016 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Parking Lot (PL) District to Commercial (C-2) District zoning on the property at 226 Hannibal Square, East, more particularly described as follows:

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Property Tax ID # 05-22-30-9400-41-100



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

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

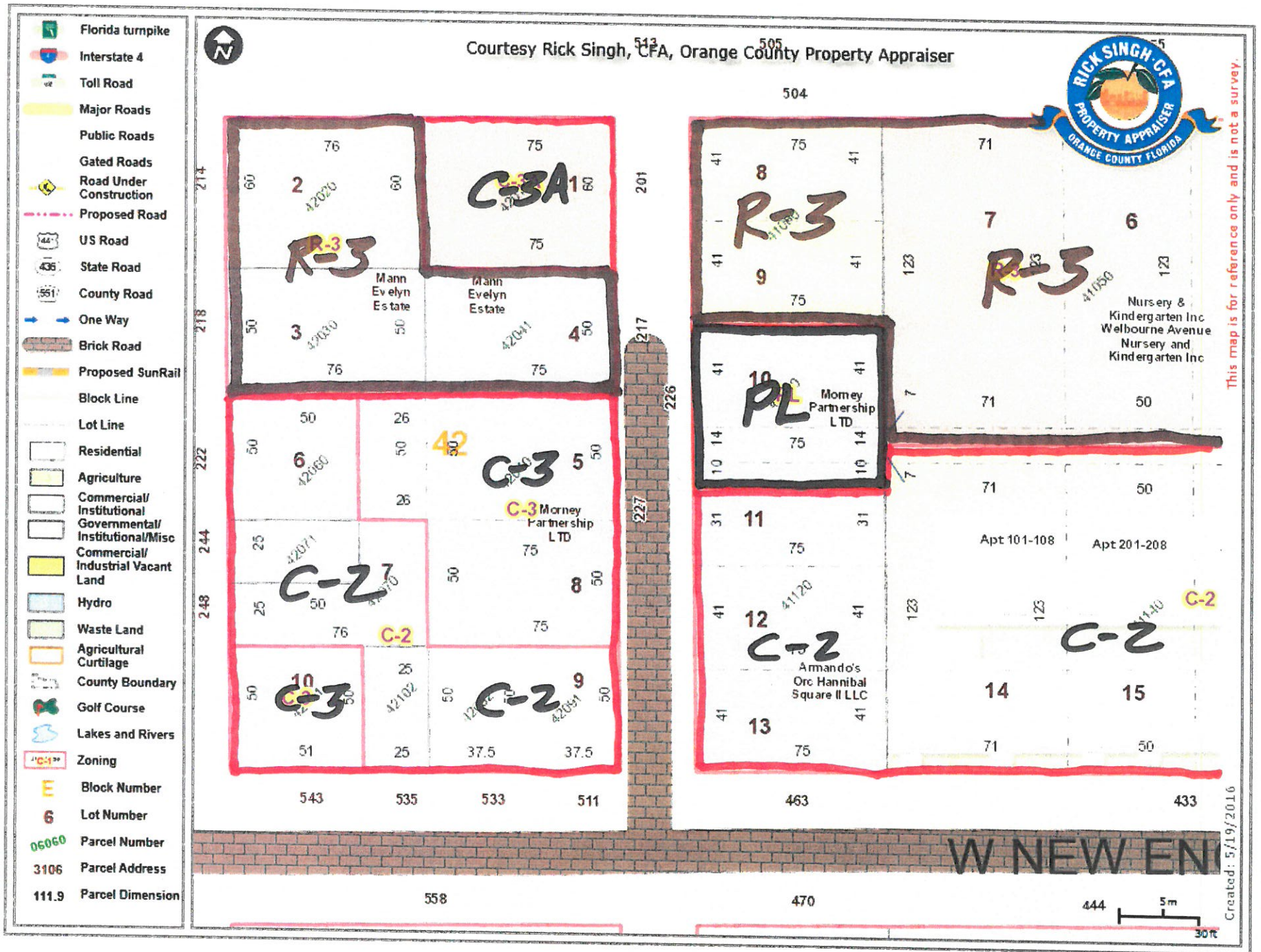
**SECTION 4. Effective Date.** This Ordinance shall become effective upon the effective date of Ordinance \_\_\_\_\_. If Ordinance \_\_\_\_\_ does not become effective, then this Ordinance shall be null and void.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Steve Leary

Attest:

\_\_\_\_\_  
City Clerk



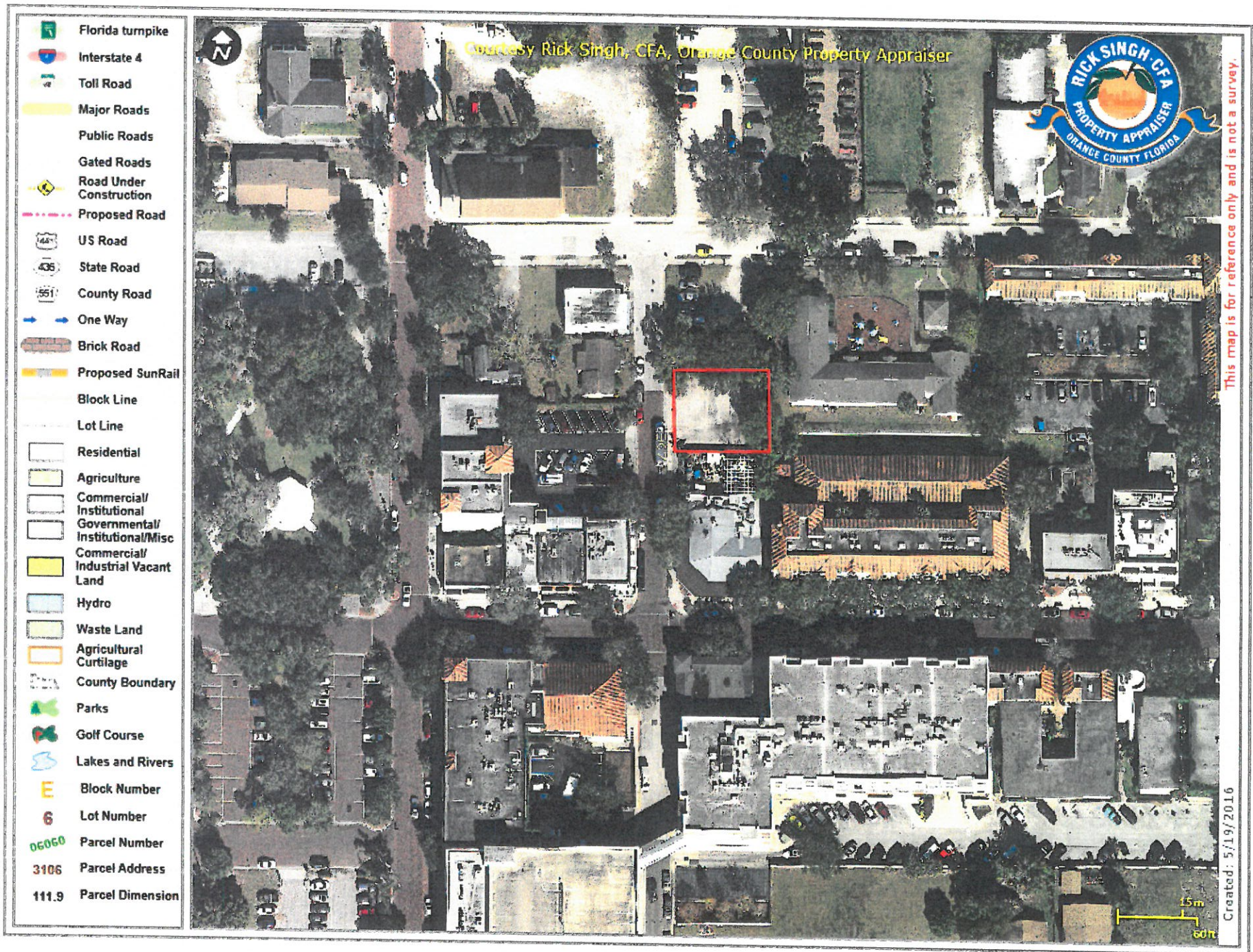




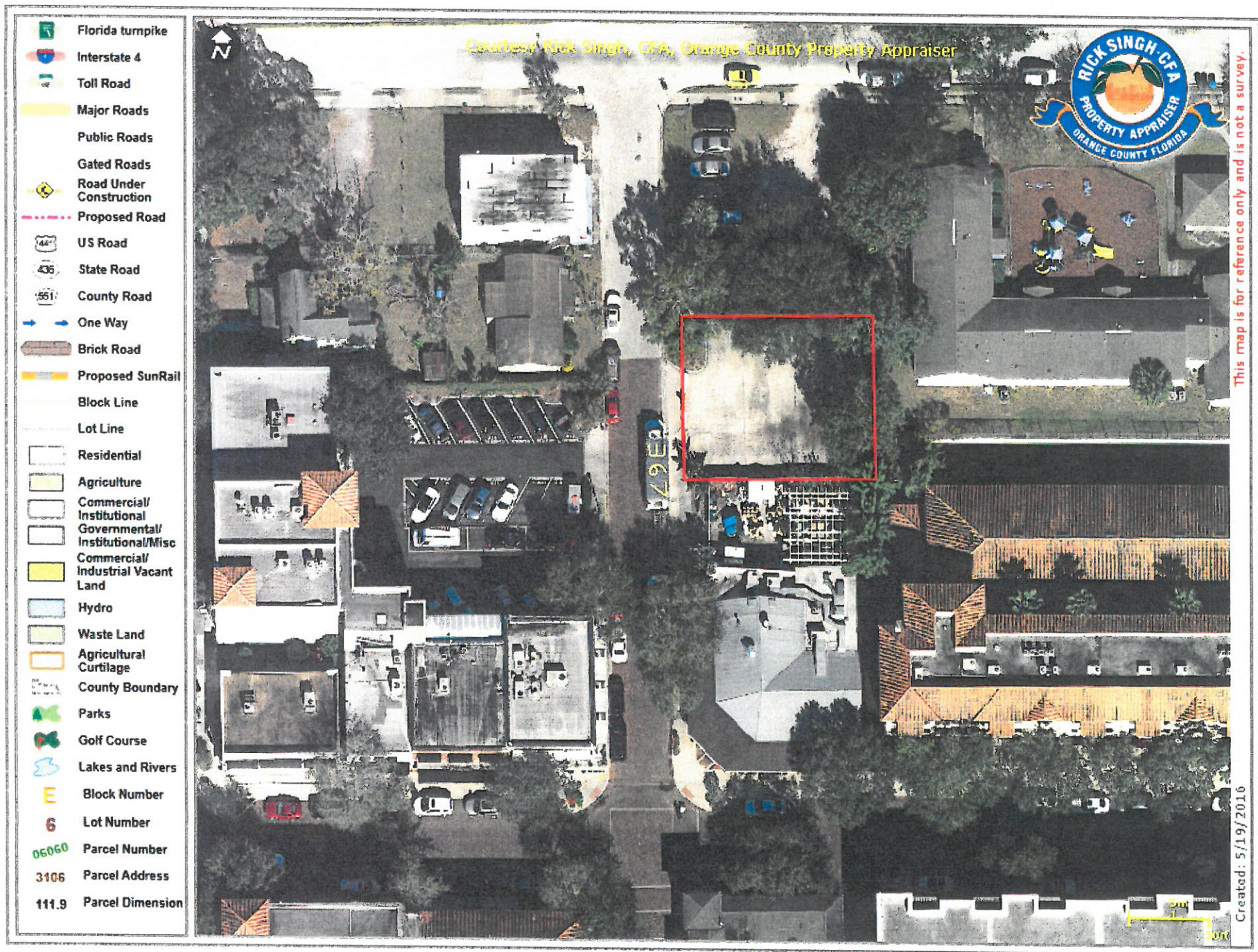






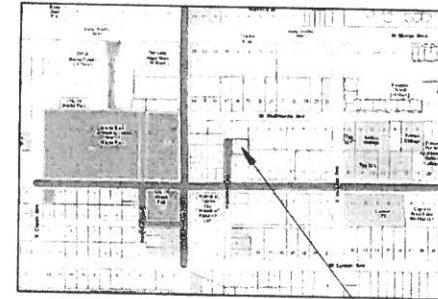
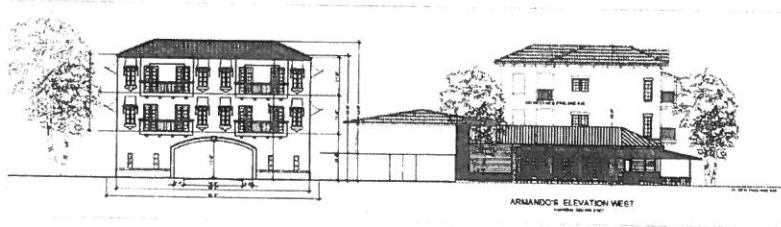




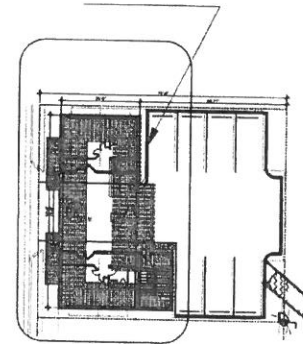




MORNEY PARTNERSHIP, LTD.  
**226 HANNIBAL SQUARE EAST**  
 WINTER PARK, FL 32789



PROPERTY DESCRIPTION  
 TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220  
 LOT 10 & THE N 10 FT OF LOT 11 BLK 41 & THE VACATED  
 ALLEY BETWEEN SAID LOTS PER 3466/554  
 226 HANNIBAL SQ E < 05-22-30-9400-41-100 >  
 AREA OF WORK



**1 AREA OF WORK - PLAN** SCALE: 1/16" = 1'-0"

**226 HANNIBAL SQUARE EAST**  
 WINTER PARK, FL 32789

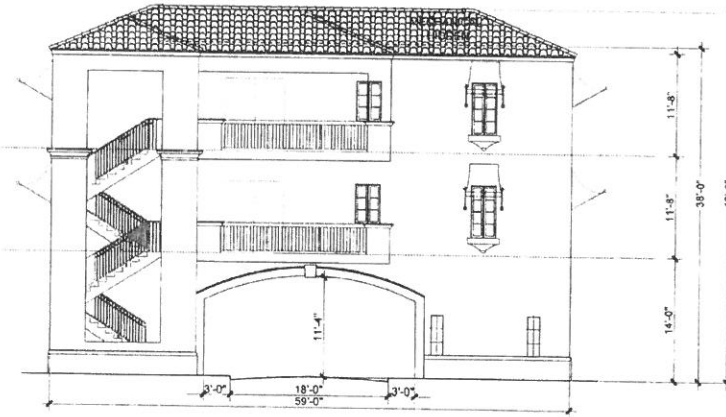
SYDGAN CORP.  
 PO BOX 350  
 WINTER PARK, FL 32790  
 407-644-3151

MARGARET H. O'ROURKE DESIGN, INC.  
 PO BOX 2071 WINTER PARK, FLORIDA 32790  
 T/ 407.740.5585 MO@MODInc.US

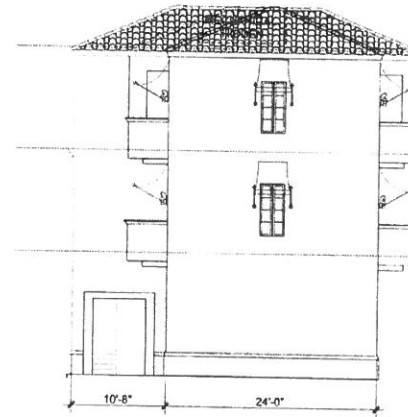
DWG NO	SCALE	DATE	NO	REVISIONS
CS				



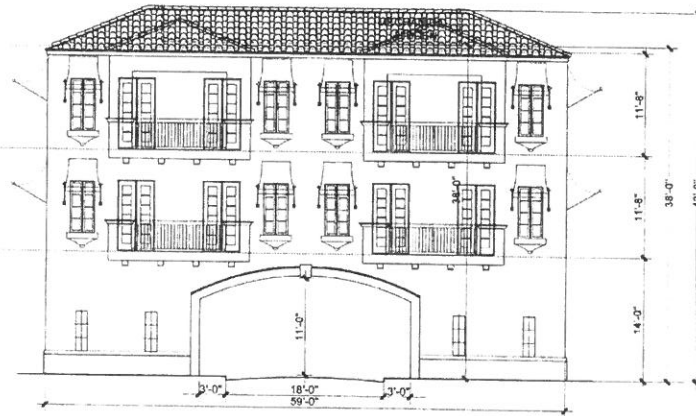




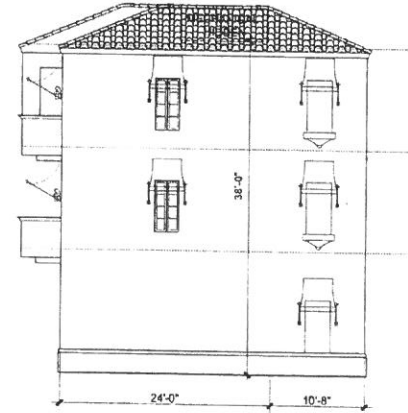
REAR ELEVATION EAST



SIDE ELEVATION NORTH



FRONT ELEVATION WEST



SIDE ELEVATION SOUTH

226 HANNIBAL SQUARE EAST

ELEVATIONS  
N.T.S.

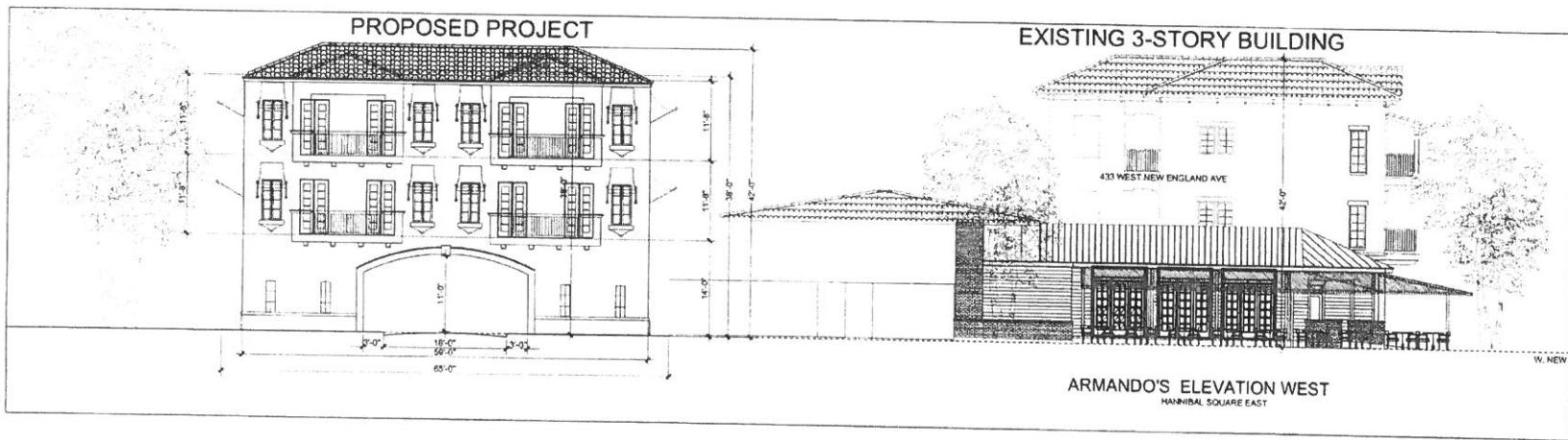
MORNEY PARTNERSHIP, LTD.  
226 HANNIBAL SQUARE EAST  
WINTER PARK, FL 32789

PRELIMINARY NOT FOR  
CONSTRUCTION  
CONTRACTOR/  
DEVELOPER  
SYDGAN CORP.  
P.O. BOX 350  
WINTER PARK, FL  
32790

MARGARET H. O'ROURKE DESIGNS, INC.  
PO BOX 2071 WINTER PARK, FLORIDA 32790  
MargO'Rourke@aol.com TEL / 407.740.5585

DWG. NO.	SCALE	AS NOTED	DATE
N			5-4-16

ELEVATIONS



HEIGHT STUDY ELEVATIONS  
N.T.S.

MORNEY PARTNERSHIP, LTD.  
226 HANNIBAL SQUARE EAST  
WINTER PARK, FL 32789

CONTRACTOR/  
DEVELOPER  
SYDGAN CORP.  
P.O. BOX 350  
WINTER PARK, FL  
32790

MARGARET H. O'ROURKE DESIGNS, INC.  
PO BOX 2071 WINTER PARK, FLORIDA 32790  
MargO'Rourke@aol.com TEL/ 407.740.5585

SCALE  
AS NOTED  
DATE 5-4-18

DWG NO 3

HEIGHT STUDY ELEVATIONS



June 7, 2016

Attn: Lisa Smith, Senior Staff

Planning & Zoning Department

Cc: Dori Stone, Director

Jeff Briggs, Manager

Dear Planning & Zoning Board Members,

***I/we are asking for the Denial of this proposal and agree with the Staff recommendation of Denial!***

However it concerns me and other residents how we continue to perhaps to send a message to the developers that if you purchase property in this community and design it to something other than the zoning and compatibility of the residential area when purchased, the City of Winter Park will approve it!

***I am opposed to a 3 story building at this location transistioning into the residential surrounding residential street of Welbourne with one story building and even the adjacent Pizza place which is adjaent to this site.***

***Staff has made a strong recommendation for Denial and I/we are requesting that this board follow those recommendation and to also not allow a 3 story building at this site. A similar request was made for the property on Lyman Ave. A Line in the sand must be drawn to preserve what is left of this R1A and the residential compatibility with the surrounding residential character in this community and their Must be scaled down transistioning onto the residential streets not to exceed 2 story buildings!***

***We are not opposed to new appropriate, responsible development but Lets STOP THE PIECE MIILLING OF THIS community AND SENDING THE WRONG PRECEPTIONS/MESSAGES to the prospective developers that if you purchase R1A zoning it will not be UPzoned, out of scale and out of the character of the neighborhood.***

It has been mentioned that wouldn't you rather see what is being proposed to seeing a vacant lot! Well just why are the lots still vacant because the developers are not being given their request to Upzone to satisfy their vision/plan! It sounds a lot like an ultimatum to me. (Just an observation).

Respectfully,

Mary R. Daniels, Resident





# city commission public hearing

item type	Public Hearing	meeting date	June 27, 2016
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Department		<input checked="" type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	Planning & Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

**Subject: Comprehensive Plan Amendment to Address Gateway Entrance Protections and Fast Food Businesses along West Fairbanks Avenue.**

This proposed new Policy to the Comprehensive Plan accomplishes two goals:

1. It resolves the issue of the current prohibition on fast casual and fast food restaurants along West Fairbanks Avenue, and
2. It extends protections to other gateway entrances to the City.

**Planning and Zoning Board Recommendation:**

**Motion made by Mr. Sacha, seconded by Mrs. De Ciccio recommending approval of the Ordinance amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" so as to add and amend policies in the text of the future land use element to revise and adopt new policies concerning business types to be prohibited within specified gateway corridor entrances into the City of Winter Park. Motion carried unanimously with a 7-0 vote.**

**Summary:**

The Planning and Zoning Board discussed at their January 5<sup>th</sup> meeting, at their February 17<sup>th</sup> work session, and at their April 5<sup>th</sup> meeting, the issue involving the Comprehensive Plan regulations for certain business types along the West Fairbanks gateway corridor. The City had previously determined that given the significant \$20+ million dollar investment in infrastructure improvements along the West Fairbanks Avenue corridor, and in order to guide the future redevelopment along that corridor, that certain business types that would not be conducive to upgrading this gateway corridor should be excluded, which is implemented by the Comprehensive Plan policy below.

**Planning Area L: West Fairbanks Avenue**

**Policy 1-4.1.L.4: Support West Fairbanks Gateway Enhancements and Prohibit Certain Uses to Reinforce the Gateway Design and Land Use Principles.** In order to establish the character of this corridor as a gateway entrance to Winter Park, the City shall prohibit certain business types along the frontage of the corridor including new or used car sales, auto repair businesses, resale stores or pawn shops, tattoo businesses, adult oriented businesses, **fast food businesses** and convenience stores.



Due to the issues regarding the prohibition applying to both “fast casual” and the typical “fast food” restaurants with drive-in’s, the Planning Board’s recommendation at the April 5<sup>th</sup> meeting was to modify the Comprehensive Plan regulation so that the West Fairbanks corridor from Orlando Avenue to Interstate Four was treated the same as all the other commercial corridors of the City such as East Fairbanks Avenue, Orlando Avenue, Orange Avenue and Aloma Avenue. Thus, fast food with drive-in components could apply for conditional use approval for a future location. The City then determines if the business is compatible with the surrounding area, if the site and building plans are adequate to provide for such a business and meet applicable codes and that the nearby property owners are effectively safeguarded from noise, off-site parking and traffic impacts.

The informal comments that staff received after the April 5<sup>th</sup> P&Z meeting was that this Policy direction was a good idea but that it should also be applied to other important gateway entrances into the City, such as South Orlando Avenue and Aloma Avenue. As a result, this matter was continued until the Comprehensive Plan policy could be broadened to apply to those gateway entrances as well. That new Policy would be as follows:

**Policy 1-3.8.14: Enhance the Appeal and Improve the Property Values of Certain Gateway Corridor Entrances into the City of Winter Park.** In order to establish, maintain and enhance the character and aesthetic appeal of certain important gateway corridor entrances into the City of Winter Park, and to increase the property values along such gateway corridor entrances to the City in order to distinguish those gateways as attractive entrances into the City, the City shall, along the roadway corridors identified below, prohibit certain business types along the frontage of those roadway corridors to exclude any new or used car sales businesses, auto repair businesses, resale stores or pawn shops, vapor lounges or smoke shops, adult oriented businesses, gas/service stations and convenience stores. This policy shall apply to the following gateway corridor entrances into the City:

1. West Fairbanks Avenue from I-4 east to Orlando Avenue;
2. South Orlando Avenue from the city limits north to Orange Avenue;
3. Aloma Avenue from the city limits west to Lakemont Avenue.

The only business use in this listing that has caused some comment is the inclusion of gas/service stations. There are currently eight gas stations in the City and another just outside at Clay & Par Avenues, so the City is adequately served.

### **Planning Staff Analysis:**

This Comprehensive Plan amendment solves the issue of the fast food/fast casual restaurants by deleting that Policy and relying upon the standard Conditional Use review done city-wide. That 2009 Policy was never the intent to shut out fast casual restaurants from developing along the West Fairbanks corridor and treating fast food with or drive-in components the same as is done through-out the rest of the City is logical. There are other existing situations in the City where drive-in’s exist compatibly with adjacent or nearby residential such as the McDonald’s and Panera Bread on Aloma and the Krispy Kreme and Steak ‘n Shake. The revised new Policy extends protections against undesirable business types to other important gateway entrances into the City.

**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADD AND AMEND POLICIES IN THE TEXT OF THE FUTURE LAND USE ELEMENT AND WITHIN THE WEST FAIRBANKS CORRIDOR STUDY AREA "L" SO AS TO REVISE AND ADOPT NEW POLICIES CONCERNING BUSINESS TYPES TO BE PROHIBITED WITHIN SPECIFIED GATEWAY CORRIDOR ENTRANCES INTO THE CITY OF WINTER PARK.

The Planning and Zoning Board has discussed at the January 5<sup>th</sup> meeting, at the February 17<sup>th</sup> work session, and at the April 5<sup>th</sup> meeting, the issue involving the Comprehensive Plan regulations for certain business types along the West Fairbanks gateway corridor. This Comprehensive Plan amendment solves the issue of the fast food/fast casual restaurants by deleting that Policy and relying upon the new city-wide policy. The intention was never to prohibit fast casual restaurants from developing along the West Fairbanks corridor and treating fast food with or drive-in components the same as is done through-out the rest of the City is logical. There are other existing situations in the City where drive-in's exist compatibly with adjacent or nearby residential such as the McDonald's and Panera Bread on Aloma and the Krispy Kreme and Steak 'n Shake. The other business types on the exclusion list have ample other locations along other commercial corridors to conduct business. Staff recommended approval. Mr. Briggs responded to Board member questions and concerns.

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

The Board members expressed that they had taken considerable time in discussing these issues at previous meetings. It made sense to extend the protections to other gateway areas of the City, as well as Fairbanks Avenue.

**Motion made by Tom Sacha, seconded by Shelia De Ciccio recommending approval of the ordinance amending chapter 58 "Land Development Code" Article I, "Comprehensive Plan" so as to add and amend policies in the text of the future land use element so as to revise and adopt new policies concerning business types to be prohibited within specified gateway corridor entrances into the City of Winter Park.**

**Motion carried unanimously with a 6-0 vote.**



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADD AND AMEND POLICIES IN THE TEXT OF THE FUTURE LAND USE ELEMENT AND ALSO WITHIN THE WEST FAIRBANKS CORRIDOR STUDY AREA "L" SO AS TO REVISE AND ADOPT NEW POLICIES CONCERNING BUSINESS TYPES TO BE PROHIBITED WITHIN SPECIFIED GATEWAY CORRIDOR ENTRANCES INTO THE CITY OF WINTER PARK IN ORDER TO ENHANCE THEIR AESTHETIC APPEAL AND IMPROVE PROPERTY VALUES ALONG SUCH GATEWAY CORRIDORS.**

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

**WHEREAS,** the City Commission desires to amend the Comprehensive Plan, Future Land Use Element, in order to enhance and improve the aesthetic appeal and property values of certain gateway corridor entrances into the City of Winter Park, and

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

**WHEREAS,** the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on June 7, 2016, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

**WHEREAS,** the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

**WHEREAS,** words with double underline shall constitute additions to the original text and strike through text shall constitute deletions to the original text.

**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", is hereby amended by adding a new Future Land Use Policy 1-3.8.14 on Page 1-25 within the Goals, Objectives and Policies to read as follows:



**Policy 1-3.8.14: Enhance the Appeal and Improve the Property Values of Certain Gateway Corridor Entrances into the City of Winter Park.** In order to establish, maintain and enhance the character and aesthetic appeal of certain important gateway corridor entrances into the City of Winter Park, and to increase the property values along such gateway corridor entrances to the City, in order to distinguish those gateways as attractive entrances into the City, the City shall, along the roadway corridors identified below, prohibit certain business types along the frontage of those roadway corridors to exclude any new or used car sales businesses, auto repair businesses, resale stores or pawn shops, vapor lounges or smoke shops, adult oriented businesses, gas/service stations and convenience stores. This policy shall apply to the following gateway corridor entrances into the City:

1. West Fairbanks Avenue from I-4 east to Orlando Avenue;
2. South Orlando Avenue from the city limits north to Orange Avenue;
3. Aloma Avenue from the city limits west to Lakemont Avenue.

**SECTION 2.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended by rescinding and deleting the Future Land Use Policy 1-4.1.L.4 within the West Fairbanks Corridor Planning Area "L" on Page 1-68 of the Goals, Objectives and Policies as follows:

~~**Policy 1 4.1.L.4: Support West Fairbanks Gateway Enhancements and Prohibit Certain Uses to Reinforce the Gateway Design and Land Use Principles.**~~ In order to establish the character of this corridor as a gateway entrance to Winter Park, the City shall prohibit certain business types along the frontage of the corridor including new or used car sales, auto repair businesses, resale stores or pawn shops, tattoo businesses, adult oriented businesses, fast food businesses and convenience stores.

**SECTION 3. Codification.** This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**SECTION 4. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 5. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 6. Effective Date of Ordinance.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by

the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Steve Leary

Attest:

\_\_\_\_\_  
City Clerk



# Public Hearing

## NOTICE OF A COMPREHENSIVE PLAN AMENDMENT TO PROVIDE FOR POLICIES RELATED TO RESTRICTED BUSINESSES AT CERTAIN GATEWAY CORRIDOR LOCATIONS

**NOTICE IS HEREBY GIVEN** that the Winter Park City Commission will hold a Public Hearing on Monday, June 27, 2016 at 5:01 p.m., in City Hall Commission Chambers, located at 401 S. Park Avenue in the City of Winter Park, Florida, to consider the first reading for adoption and transmittal of an Ordinance to amend and add Policies in the Future Land Use Element of the Comprehensive Plan related to restrictions on certain business types prohibited along specified gateway corridor locations into the City of Winter Park.

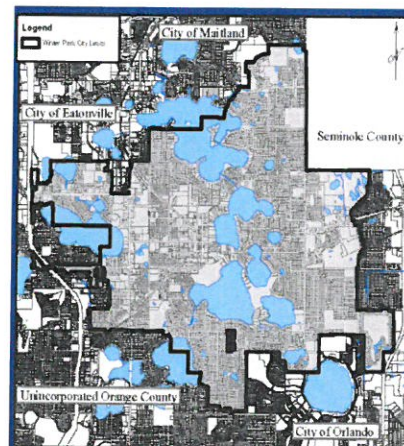
Copies of the proposed ordinance and Comprehensive Plan are available for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., as well as on the city's official web site at [www.cityofwinterpark.org](http://www.cityofwinterpark.org).

All interested parties are invited to attend and be heard with respect to the adoption of the proposed amendments. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the hearing.

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning Department at 407-599-3324 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statutes: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Publish: June 19, 2016.







# city commission public hearing

item type	Public Hearing	meeting date	June 27, 2016
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning & Zoning Board	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no <input type="checkbox"/> N/A	5-1 final vote

**Subject: Conditional Use Approval for a Ladybird Academy Daycare and Preschool to be constructed on the properties located at 1421 and 1419 Trovillion Avenue and 1424 and 1428 Gay Road on Properties Zoned O-2 and R-3.**

This public hearing involves a Conditional Use approval request by Ladybird Academy to develop a one-story, 13,000-square foot daycare and pre-school on the properties located at 1421 and 1419 Trovillion Avenue (zoned R-3) and 1424 and 1428 Gay Road (zoned O-2). Both R-3 and O-2 zoning districts allow for a daycare with a Conditional Use. The existing buildings located on these properties are to be demolished for redevelopment of this land.

## **Planning and Zoning (P&Z) Board Recommendation:**

**Motion made by Mr. Hahn, seconded by Mr. Slocum to DENY the conditional use request of the Ladybird Academy. The motion to DENY was based on the following findings:**

- 1. That the increase in traffic for the day care/preschool use versus that permitted under the existing permitted zoning was detrimental to the surrounding area, and**
- 2. That the noise from the playground activities would be detrimental to the peaceful and quiet environment of the adjacent residential properties and would negatively affect property values.**

**Motion carried with a 5-1 vote. Tom Sacha voted against the motion.**

## **Summary:**

The site has street frontages along Gay Road and along Trovillion Avenue. The site is surrounded by office, commercial and medium density residential properties. To the immediate west are the Chateaux Du Lac condominiums, to the south is Trovillion Avenue and the Killarney Bay condominiums, to the east are various office and commercial properties, and to the north is Gay Road and the former K-Mart shopping plaza.

The project site measures 1.7 acres (74,037-square feet) in size. The proposed Ladybird Academy daycare/pre-school building is a one-story building that extends just less than 30' in height at 13,000-square feet, which is a Floor Area Ratio (FAR) of 17.6%. The proposed impervious area is 35,960-square feet (48.6%). These percentages are both well below the maximum allowed in R-3 and O-2. The front, side and rear setbacks also exceed the minimum code requirements.



The anticipated capacity for this facility is 144 students and 17 employees. The hours of operation for the daycare will be 6:30 a.m. to 6:30 p.m., Monday through Friday. The project is proposing a seven foot wide and three foot tall landscaped hedge buffer with Magnolia trees along the perimeter of the property, as well as a wall around the playground and most of the building. This wall is proposed to be six feet in height which will provide safety for the children using the playground as well as a noise buffer for the surrounding residences.

The applicant is requesting a variance for the wall portion that extends along Trovillion Avenue. A variance is necessary because this portion of the site is also a street frontage, and therefore the location of this fence line along Trovillion Avenue is within the required 25' setback and exceeds the maximum four foot height restriction along street frontages. However, firm design details of this wall were not presented at the P&Z Board meeting.

Also, the applicant will need to provide a final landscape plan or a survey of the existing trees on the property, including the trees to be removed on the site.

### **Traffic/Mobility Impacts:**

As required by the Land Development Code, the applicant has provided a traffic impact study to outline the traffic impacts of this project. As previously mentioned, the anticipated capacity for the daycare is 144 students, and the density allowed without a conditional use on this property would yield 22 residential units and 7,840-square feet of office space. The study quantified the traffic generation that could be produced by the existing zoning without the conditional use at 362 daily trips, versus the traffic generation to be produced by the proposed daycare at 631 daily trips, which is a net increase of 269 daily trips. Furthermore, the proposed daycare would produce 75 additional trips in the A.M. peak hour and 13 additional trips in the P.M. peak hour more than the office/residential use. The study also stated that there would be a 3.3 second increase in delay for cars traveling thru the Gay Road traffic light intersection at Orlando Avenue with the proposed daycare.

The applicant's site plan was also analyzed within the traffic study. The City's parking code requires that there is one parking spot for every employee plus sufficient off-street space for the safe and convenient loading and unloading of students. The traffic study summarized a need for 17 parking spaces based on a comparable Ladybird Academy with 190 students in Winter Garden. With the only access to the property from Gay Road, the site plan layout has adequate circulation and stacking length for easy loading and unloading of the students. They are also providing 35 parking spots, which is over double the code requirement and the need of parking spots at the comparable facility.

This application package is intended to provide the detail needed both for the "preliminary" and "final" conditional use approvals. Aside from the two items previously mentioned, (landscaping and wall design) which can be conditions of approval, everything else appears to have been provided.

### **Planning and Zoning Board Summary and Recommendation:**

The predominant factor in all Conditional Use requests is first and foremost, compatibility with the surrounding area. As previously mentioned, there are multifamily (R-3) properties to the south and west of this property. This property is on the transitional edge of a residential area to an office/commercial area. The P&Z Board concluded by a 5-1 vote that the daycare use is not a suitable transition.



The majority of the P&Z Board felt that Gay Road has too much pedestrian activity to also have a daycare/preschool located here. They felt that this use would bring too much traffic that would have a negative affect on the surrounding residences. Also, that the noise generated from the outdoor playground would be a noise nuisance to the predominantly quiet, residential area and negatively affect property values.

### **P&Z Minutes – June 7, 2016:**

**REQUEST OF THE LADYBIRD ACADEMY FOR: CONDITIONAL USE APPROVAL TO DEVELOP AND OPERATE A DAY CARE AND PRE-SCHOOL WITHIN A NEW ONE STORY 13,000 SQUARE FOOT BUILDING TO BE CONSTRUED ON THE PROPERTIES AT 1424-1428 GAY ROAD AND 1419-1421 TROVILLION AVENUE ON PROPERTIES ZONED O-2 AND R-3.**

Planner Allison McGillis, gave the staff report and explained that the applicant, Ladybird Academy, requests Conditional Use approval to develop a one-story, 13,000-square foot daycare and pre-school on the properties located at 1421 and 1419 Trovillion Avenue (zoned R-3) and 1424 and 1428 Gay Road (zoned O-2). Both R-3 and O-2 zoning districts allow for a daycare with a Conditional Use. The existing buildings located on these properties are to be demolished for redevelopment of this land. She provided a detailed overview of the request to include site and context, the project proposal, traffic/mobility impacts, tree preservation and landscaping, and storm water retention. She summarized by the stating that the scale of the proposed building (one-story) and the size of 13,000-square feet (FAR of 17.6%) is significantly smaller than allowable building area. The architectural style and traffic circulation all work to make the proposal compatible with the surrounding neighborhood. The applicant has also provided adequate buffering of the outdoor playground from the surrounding residences. She noted that the application package submitted by the applicant is intended to provide the detail needed for both the "preliminary" and "final" conditional use approvals. Aside from the two items previously mentioned, (landscaping and wall design) which can be conditions of approval, everything else appears to have been provided. Staff recommendation is for approval of the Conditional Use request subject to the following conditions:

1. The final design of the wall surrounding the playground and building shall be reviewed and approved by the P&Z Board.
2. The final landscape design including trees to be removed onsite be reviewed and approved by the P&Z Board.

She responded to Board member questions and concerns.

Derreck Secala, represented the Ladybird Academy. He introduced the members of the development team: Solange Dao of Dao Consultants Inc, 1110 East Marks Street, Orlando; and Patricia Crews-Tice, 606 Courtlea Cove Avenue, Winter Garden. They provided the Board members with a comprehensive overview of the proposed daycare, traffic stacking and the traffic impact study. They responded to Board members and concerns.

The following people addressed the Board concerning the request: Joan Cason, 1915 Woodcrest Drive; David Dotherow, 1500 Gay Road, #3A; Janice Erickson, 1500 Gay Road, #17D; Jackie Moore, 1500 Gay Road, #B10; Dominick Serego, 510 Killarney Bay Court; Pamela Dressel, 1500 Gay Road #17A; Stephanie Barnes, 620 Killarney Bay Court; Jessica Petravich, 630 Killarney Bay Court; Terry Duke, 520 Killarney Bay Court; and David Robald, 612 Country Club Drive. There concerns were about the increase in traffic, the traffic congestion already present in the area and the negative affect that the playground noise would have on their quiet and peaceful use of their residences.

The applicant was allowed an opportunity to rebut to address the concerns of the neighbors.

No one else wished to speak. Public Hearing closed.

Mr. Slocum expressed that he was originally comfortable with the request but upon learning more tonight about the impact of this facility on traffic and the neighbors, he did not think that the location was compatible with the proposed use. Mr. Hahn stated that he agreed and that such a facility would be better located on a more arterial roadway better able to handle the traffic. Other Board members expressed concerns about the impacts from traffic and the playground activities.

**Motion made by Mr. Hahn, seconded by Mr. Slocum to DENY the conditional use request of the Ladybird Academy. The motion to DENY was based on the following findings that the increase in traffic for the day care/preschool use versus that permitted under the existing permitted zoning was detrimental to the surrounding area, and that the noise from the playground activities would be detrimental to the peaceful and quiet environment of the adjacent residential properties and would negatively affect property values.**

**Motion carried with a 5-1 vote. Tom Sacha voted against the motion.**

# SITE DEVELOPMENT PLAN

## LADYBIRD - ACADEMY

1524-1528 GAY ROAD & 1419-1421 TROVILLION AVE  
WINTER PARK, FLORIDA 32789

### SITE DATA

#### OWNER:

DEREK SAKALA

#### FLOOD ZONE:

THIS SITE IS NOT IN A 100 YEAR FLOOD PLAIN ELEVATION ZONE AREA

#### EXISTING ZONING:

O-2 AND R-3

#### EXISTING LAND USE

RESIDENTIAL AND COMMERCIAL

#### TOTAL LAND AREA:

PARCEL #1= 8,810.00 SF ---0.2 ACRES  
PARCEL #2= 8,869.82 SF ---0.2 ACRES  
PARCEL #3= 37,369.0 SF ---0.86 ACRES  
PARCEL #4= 18,969.0 SF ---0.44 ACRES

TOTAL LAND AREA = 74,052 SF (1.7 ACRES)

#### FUTURE LAND USE:

DAY CARE

#### SET BACKS

FRONT = 50 FT  
SIDE = 10 FT  
REAR = 10 FT

PROPOSED FLOOR AREA RATIO (FAR) : 0.175

PARKING CALCULATIONS SEE SHEET C-2

### LEGAL DESCRIPTION

PARCEL #1 : KILLARNEY SHORES INC Q/135 LOT 5 BLK B

PARCEL #2 : KILLARNEY SHORES INC Q/135 LOT 6 BLK B & THAT PORTION OF VAC SOUTH BLVD LYING ON N THEREOF EXTENDING TO THE S R/W LINE OF GAY RD

PARCEL #3 : KILLARNEY SHORES INC Q/135 LOTS 7 & 8 & 10 & 11 BLK B & LAND LYING ON N OF LOTS 7 & 8 EXTENDING TO THE S R/W LINE OF GAY RD BEING A PORTION OF VAC SOUTH BLVD

PARCEL #4 : KILLARNEY SHORES INC Q/135 LOT 9 & E 30 FT OF VAC ST W OF LOT 9 BLK B & E 30 FT OF VAC ST W OF LOT 6 BLK B & LAND LYING ON N THEREOF EXTENDING TO S R/W LINE OF GAY RD BEING A PT OF VAC SOUTH BLVD

### TAX PARCELS ID:

PARCEL #1 : 01-22-29-4184-02-050  
PARCEL #2 : 01-22-29-4184-02-060  
PARCEL #3 : 01-22-29-4184-02-070  
PARCEL #4 : 01-22-29-4184-02-080

### PROJECT DIRECTORY

#### OWNER:

BOND KATHLEEN A MCKIENNA  
105 HARBOR GATE LN  
THOMASVILLE, GA 31792  
(229) 221-8247

#### APPLICANT:

DEREK SAKALA  
118 OSPREY HAMMOCK TRAIL  
SANDFORD, FL 32771  
TEL (407) 898-6368

#### CIVIL ENGINEER:

DAO CONSULTANTS, INC.  
1110 E MARKS ST  
ORLANDO, FL 32803  
TEL (407) 898-6872

### PLAN SHEET INDEX

C-0 COVER SHEET  
C-1 SITE & LANDSCAPE PLAN  
A-4.0 RENDERED EXTERIOR ELEVATIONS  
A-4.1 EXTERIOR ELEVATIONS



PROJECT SITE

VICINITY MAP N.T.S.

#### REVISIONS

△  
△  
△  
△  
△



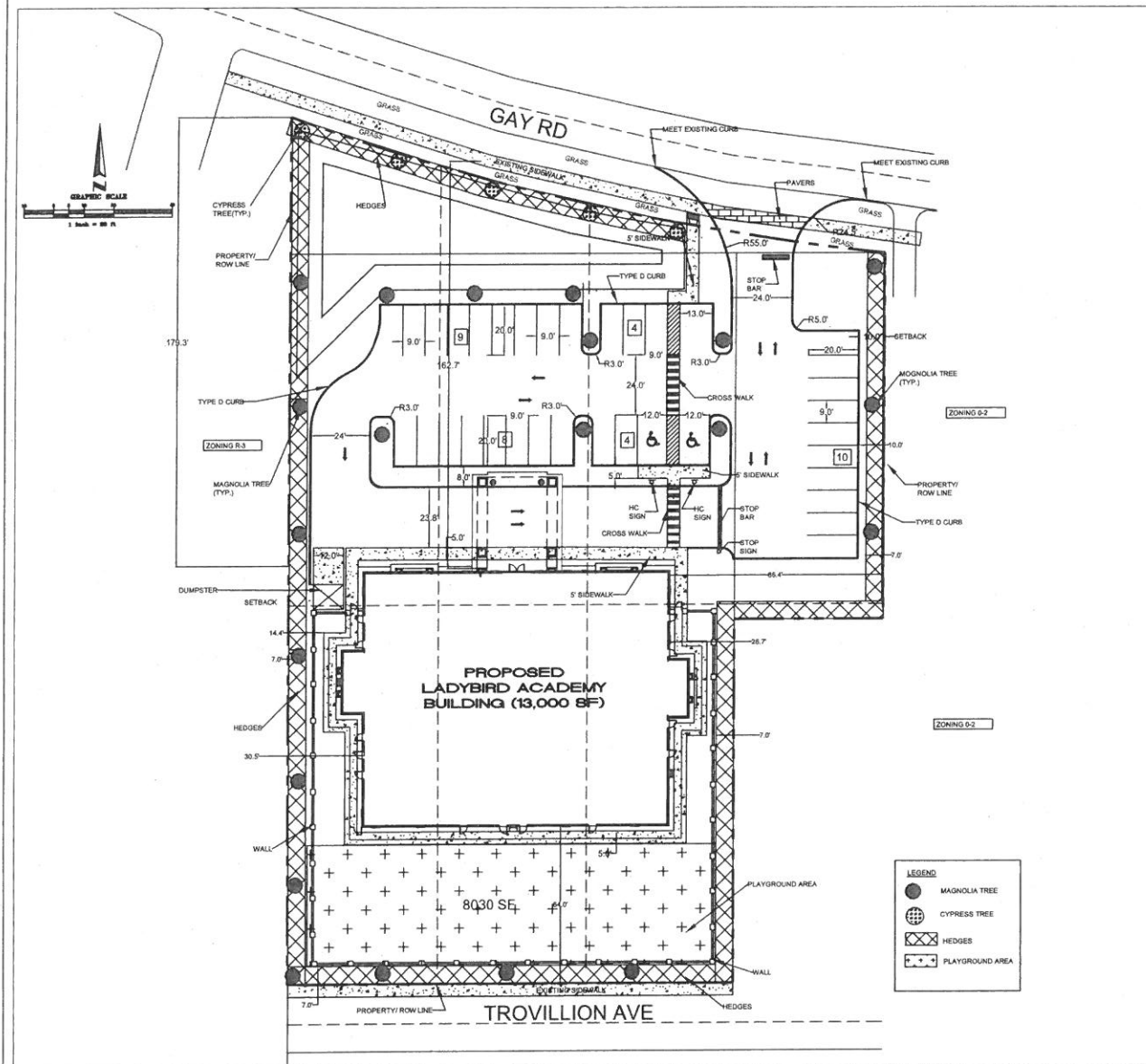
DAO CONSULTANTS, INC.  
CERTIFICATE OF AUTHORIZATION NO.: FL #5402  
1110 EAST MARKS STREET  
ORLANDO, FLORIDA 32803-4018  
PHONE: (407) 898-6872  
FAX: (407) 898-3776

LADY BIRD ACADEMY  
ORANGE COUNTY  
COVER SHEET

DRAWN BY: ML  
CHECKED BY: SCD  
ISSUE DATE: 5/15/16  
PROJECT NO: ---  
SHEET C-1 of 2







PARCEL I.D. NUMBER 01-22-28-4184-02-050  
01-22-28-4184-02-060  
01-22-28-4184-02-070  
01-22-28-4184-02-080

EXISTING PROPERTY AREA 74,052.0 SF (1.70 AC)

PROPERTY ZONING R-3 AND O-2

EXISTING PROPERTY LAND USE : RESIDENTIAL & COMMERCIAL

FUTURE LAND USE : DAY CARE

EXISTING BUILDING AND PARKING

PARKING SUMMARY

REQUIREMENTS: ONE SPACE FOR EACH EMPLOYEE PLUS ONE SPACE FOR EACH TEN STUDENTS

NUMBER OF EMPLOYEES: 17

PARKING SPACES REQUIRED: 17

NUMBER OF STUDENTS: 144

PARKING SPACES REQUIRED: 15

TOTAL PARKING SPACES REQUIRED:

17+15=32 SPACES

PROVIDED = 33 REGULAR SPACES AND 2 ADA =35 SPACES TOTAL

SITE DATA:

TOTAL SITE AREA = 74,052.0 SF (1.70 AC)

BUILDING AREA = 13,000 SF (0.3 AC)

IMPERVIOUS AREA = 35,926.92 SF (0.825 AC)

SWALE VOLUME CALCULATIONS:

SWALE AREA:

AREA1+AREA2 / 2

=7227.37+3203.26 / 2=5215.3 SF

VOLUME = 5215.3 SF x 1.5' = 7822.97 CF

IMPERVIOUS AREA:

PARKING AND DRIVEWAY = 19,994.72 SF

DUMPSTER = 297.5 SF

BUILDING = 13,000.0 SF

SIDEWALK = 2837.69 SF

TOTAL = 33,926.92 SF

POND VOLUME REQUIRED:

1-INCH OVER THE IMPERVIOUS AREA

VOLUME REQUIRED: 35,926.92 X 1/12 = 2994.16 CF (0.0687 AC-FT)

POND STORAGE VOLUME PROVIDED

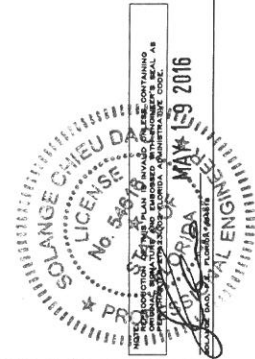
VOLUME PROVIDED = 7822.97 CF (0.18 AC-FT)

REVISIONS	
1	
2	
3	
4	
5	

**DAO CONSULTANTS, INC.**  
CERTIFICATE OF AUTHORIZATION NO: FL 95482  
1110 EAST MARKS STREET  
ORLANDO, FLORIDA 32803-4018  
PHONE: (407) 898-8872  
FAX: (407) 898-3778

# LADY BIRD ACADEMY ORANGE COUNTY CONCEPTUAL SITE PLAN

DRAWN BY: ML  
CHECKED BY: SCD  
APPROVED BY: SCD  
ISSUE DATE: 04/16  
PROJECT NO.:  
SHEET C-2 OF 2



RODNEY JEFFERSON ARCHITECT ASSOCIATES, INC. 1515 N. 11TH AVE., SUITE 300, DALLAS, TEXAS 75201. PHONE: (214) 742-1144. FAX: (214) 742-1145. WWW: RODNEYJEFFERSONARCHITECTS.COM. THESE DOCUMENTS, DRAWINGS, AND SPECIFICATIONS SHALL NOT BE REPRODUCED, COPIED, OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION FROM RODNEY JEFFERSON ARCHITECT ASSOCIATES, INC.

FASCIA -  
PNT - SW  
WHITE

STUCCO - PNT  
- LADYBIRD  
YELLOW  
- BUTTER UP SW  
688

RAISED  
STUCCO  
BANDS AND  
COLUMNS -  
PNT - SW  
WHITE



**A FRONT ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"

1. 1/8" STUCCO FINISH  
- PNT - TYP.  
TRACIC EYE 3601-06

ARCHITECTURAL PREENGLASS ASPHALT  
FIBROUS RESISTANT SHINGLES -  
LANDMARK 150000 0.000

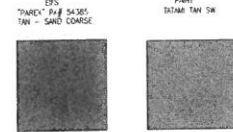
FASCIA / RAISED STUCCO BANDS / COLUMNS - SW WHITE  
(STOREFRONT) / ALUMINUM WINDOWS - PREFINISHED WHITE



FIELD AREA - LADYBIRD YELLOW - BUTTER UP SW 688



SHADE AREA -  
EYES TRACIC EYE 3601-06  
TAN - SAND COARSE



SEAL



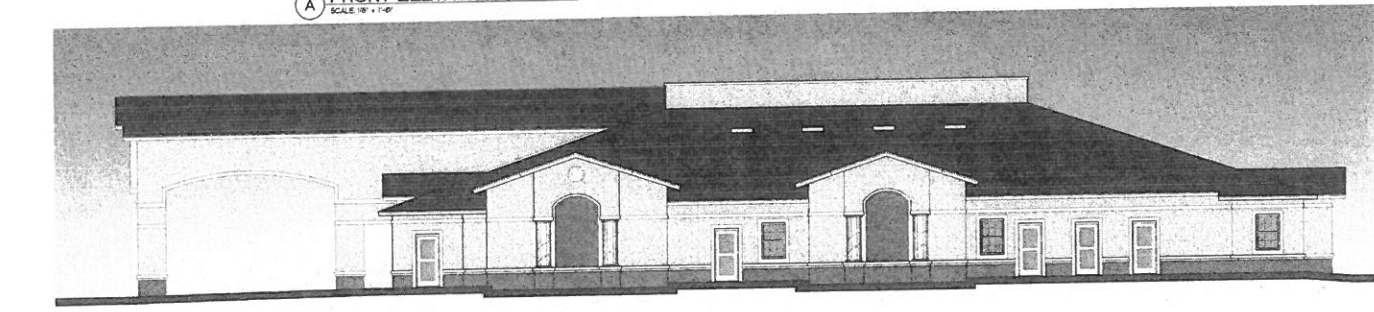
1515 N. 11TH AVE., SUITE 300  
DALLAS, TEXAS 75201  
PHONE: (214) 742-1144  
FAX: (214) 742-1145  
WWW: RODNEYJEFFERSONARCHITECTS.COM

**Ladybird Daycare**  
DAYCARE  
(PROTOTYPE)  
  
RENDERED EXTERIOR ELEVATIONS

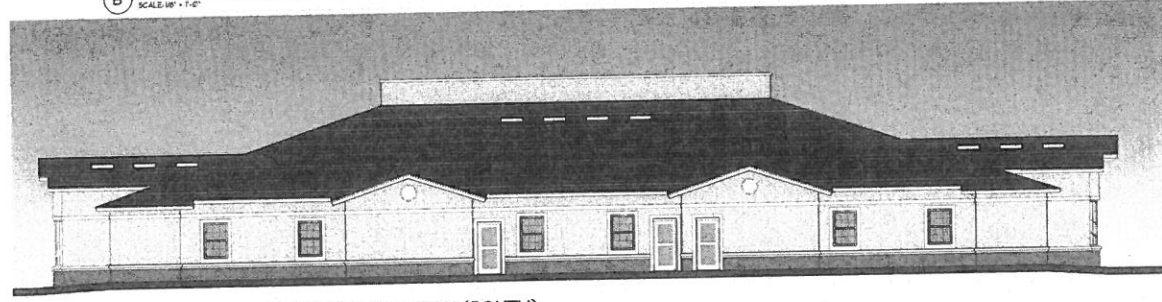
**Rodney Jefferson Architect**  
1515 N. 11TH AVE., SUITE 300  
DALLAS, TEXAS 75201  
PHONE: (214) 742-1144  
FAX: (214) 742-1145  
WWW: RODNEYJEFFERSONARCHITECTS.COM  
ARCHITECT: RODNEY JEFFERSON  
DESIGNER: RODNEY JEFFERSON  
DATE: 03/22/14

job no. 15014  
drawn by: RJ  
date: 03/22/14  
revisions:

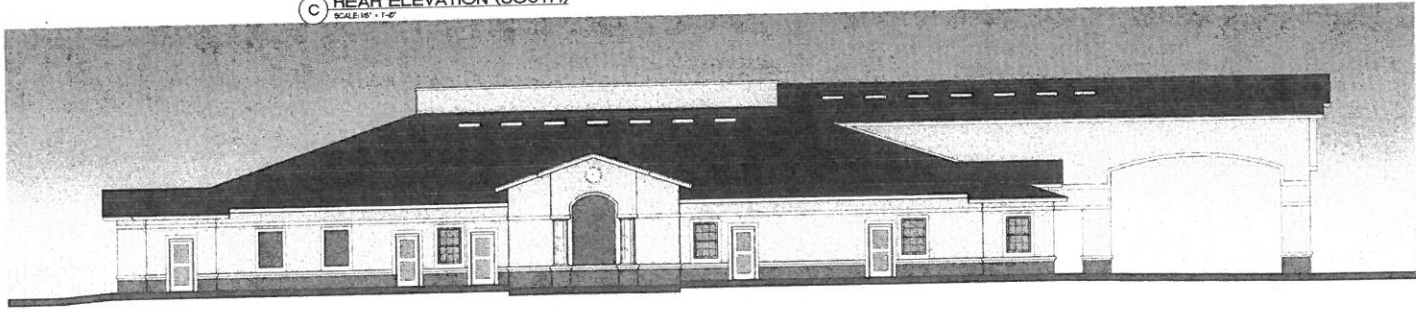
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R001 - EXTERIOR ELEVATIONS  
DATE: 03/22/14



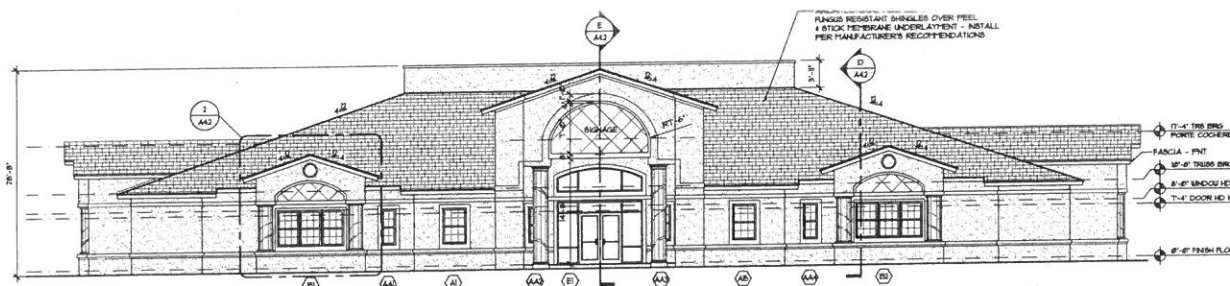
**B RIGHT ELEVATION (WEST)**  
SCALE: 1/8" = 1'-0"



**C REAR ELEVATION (SOUTH)**  
SCALE: 1/8" = 1'-0"



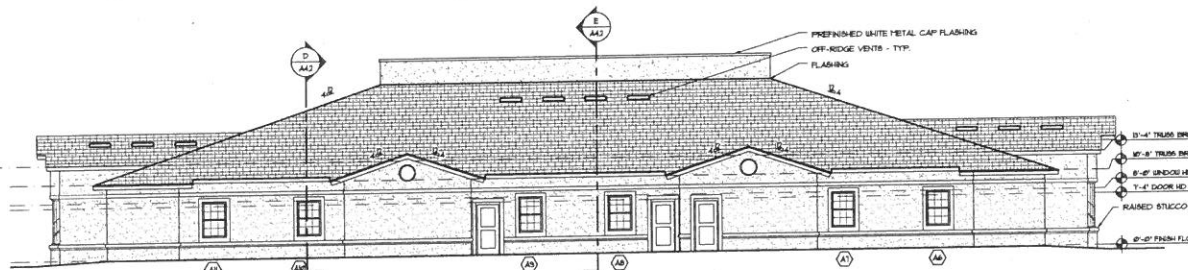
**D LEFT ELEVATION (EAST)**  
SCALE: 1/8" = 1'-0"



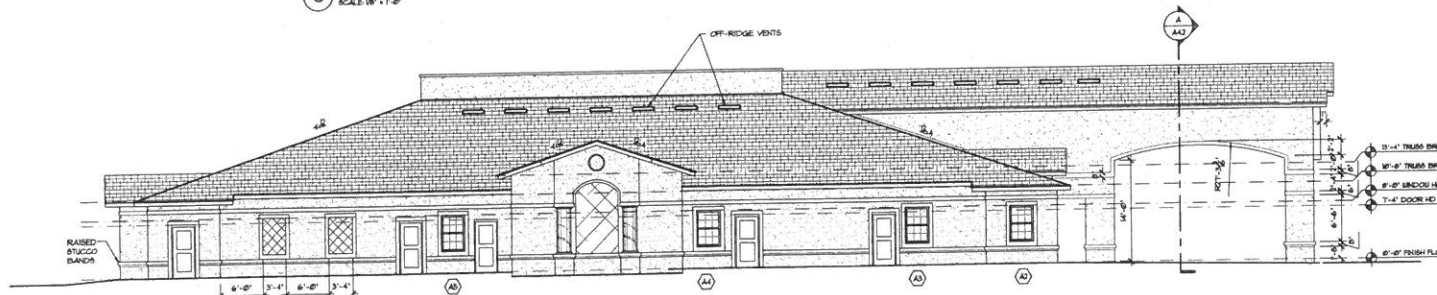
**A FRONT ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"



**B RIGHT ELEVATION (WEST)**  
SCALE: 1/8" = 1'-0"



**C REAR ELEVATION (SOUTH)**  
SCALE: 1/8" = 1'-0"



**D LEFT ELEVATION (EAST)**  
SCALE: 1/8" = 1'-0"

1. ARCHITECTURAL FINISH FLOOR ELEVATION 0'-0" = 0'-0" C.A.L.
2. ROOF T-E-EDGE FLASHING, GUTTER, DOWNSPOUTS, AND MISCELLANEOUS TRIM SHALL BE WHITE. SUBMIT SAMPLES FOR APPROVAL.
3. ROOFING TO BE ARCHITECTURAL FIBERGLASS ASPHALT FIBERGLASS RESISTANT SHINGLES - LANDMARK "NEATHER BLEND"
4. ALL NOTES REFERRING TO STUCCO TO BE PLANE COAT W/ REINFORCED FIBERGLASS MESH W/ SYNTHETIC FINISH THAT HAS INTEGRAL COLOR FINISH (STO) FINISH. SYNTHETIC EXTERIOR FINISH SYSTEM TO BE "STO" OR "DARYN" FINE-TONED WITH INTEGRATED COLOR TO MATCH WHITE. INSTALL IN COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS. SUBMIT COLOR SAMPLE FOR APPROVAL.
5. SEE ELECTRICAL FOR COORDINATION OF LIGHTING AND POWER REQUIREMENTS. COORDINATE W/OWNER / ELECTRICAL LOCATIONS OF EXTERIOR OUTLETS & FANS.
6. STORE FRONT TO BE PRE-FINISHED ALUMINUM - WHITE.
7. SIGNAGE BY OWNER. G.C. TO COORDINATE INSTALLATION OF SIGNAGE WITH OWNER.



**Ladybird Daycare**  
DAYCARE

**EXTERIOR ELEVATIONS**

**Robert Jefferson Architect**  
ARCHITECT  
1000 N. 10TH AVE.  
SUITE 200  
TAMPA, FL 33602  
PH: (813) 241-1111  
WWW.RJA-ARCHITECT.COM

**Job No:** RJD14  
**Drawn by:** RJA  
**Date:** 01/27/14  
**Revisions:**

**Sheet Number**  
**A4.1**  
cadd filename: RJD03014.EV  
RJD03014.EV  
drawn by: RJA



























C-1

C-3

GAY RD

1428

1424

O-2

C-3

1419

1421

TROVILLION AVE

O-2

KILLARNEY BAY CT

C-3

R-3

N ORLANDO AVE



TRAFFIC IMPACT STUDY

**LADYBIRD ACADEMY**  
WINTER PARK, FLORIDA



Prepared for:

Dao Consultants, Incorporated  
1110 E Marks Street  
Orlando, Florida 32803

Prepared by:

Traffic Planning and Design, Inc.  
535 Versailles Drive  
Maitland, Florida 32751  
407-628-9955

June 2016

TPD № 4783

## PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

**PROJECT:** Ladybird Daycare  
**LOCATION:** Winter Park, Florida  
**CLIENT:** Dao Consultants, Incorporated

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

**NAME:**

Turgut Dervish, P.E.

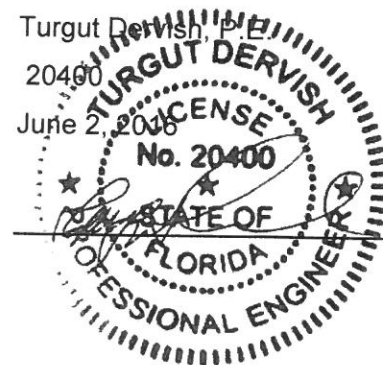
**P.E. No.:**

20400

**DATE:**

June 2, 2018

**SIGNATURE:**



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Intersection Analysis	
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B ITE Trip Generation Sheets	
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## INTRODUCTION

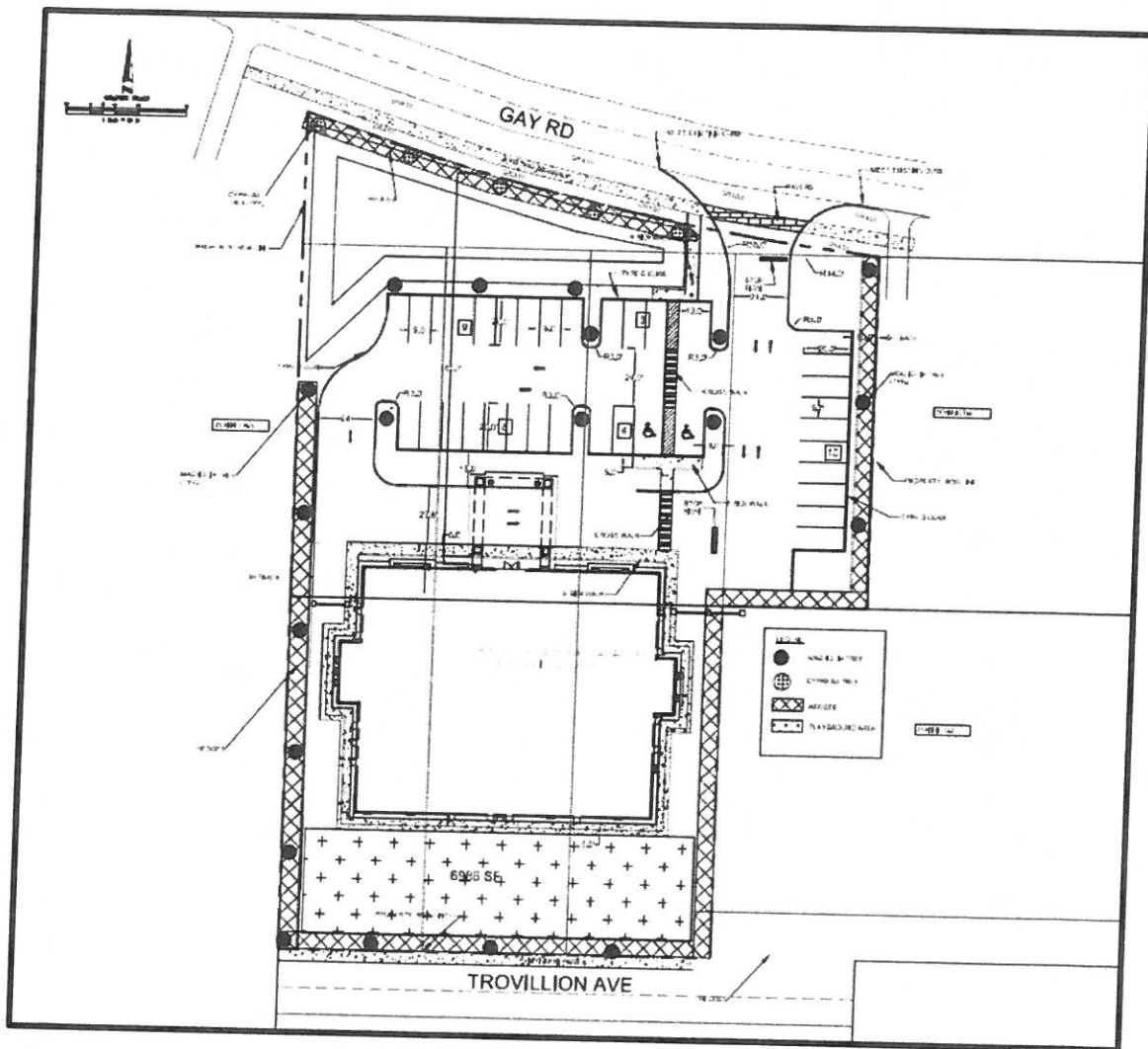
This analysis was undertaken in order to assess the traffic impact of the proposed Ladybird Academy to be located between Gay Street and Trovillion Avenue in Winter Park, Florida. The proposed development will consist of a day care center that can serve up to 144 students. The site is zoned R-3 (Medium Density Multiple Family Residential) and O-2 (Office) and a day care is an allowable conditional use under both categories. The 1.3 acre R-3 portion of the site can be developed at 17 dwelling units (DU) to the acre which would net 22 units. The 0.4 acre O-2 portion of the site can be developed with an FAR up to 0.45, which yields 7,840 square feet of office space. **Figure 1** depicts the site location and **Figure 2** depicts its site plan and its access configuration.



**Figure 1**  
**Site Location**



Ladybird Academy, Winter Park  
Project № 4783  
Page 1



**Figure 2**  
**Site Plan and Access Configuration**

The analysis compares the project traffic for the allowable uses on the site under the current zoning to the proposed day care use, which is a conditional use. It also assesses the impact of the proposed land use on the intersection of Gay Road and US 17/92. The site plan will also be reviewed to determine whether the proposed stacking and parking will meet the needs of the proposed development.

The data used in this analysis consists of site plan/development information provided by the Project Engineers, the applicant and the City of Winter Park, and A.M./P.M. peak hour traffic counts obtained by Traffic Planning and Design, Inc. The P.M. peak hour intersections counts are included in **Appendix A**.



**Ladybird Academy, Winter Park**  
**Project № 4783**  
**Page 2**

## PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist a day care that can serve up to 144 students, while the existing zoning allows up to 22 multifamily condo units and 7,840 square feet of office space. The ITE Trip Generation Report provides information on the anticipated trip generation for these land uses which is summarized in **Table 1**. The ITE trip generation sheets are included in **Appendix B**.

**Table 1**  
**Trip Generation Summary**

ITE Code	Land Use	Quantity	Unit	A.M. Peak Hour				P.M. Peak Hour			
				Rate	Enter	Exit	Trips	Rate	Enter	Exit	Total
Existing Zoning											
230	Multifamily Condo	22	DU	0.68	3	12	15	0.77	11	6	17
710	Office	7.84	KSF	3.19	22	3	25	11.09	15	72	87
Total					25	15	40	--	26	78	104
Proposed Day Care (Conditional Use)											
565	Day Care	144	Stu	0.799	61	54	115	0.813	55	62	117
Total					61	54	115	--	55	62	117
Difference					36	39	75		29	-16	13

As can be seen from the table, the proposed day care is anticipated to generate a slight increase in the critical PM peak hour period and a measurable increase in the AM peak hour period.



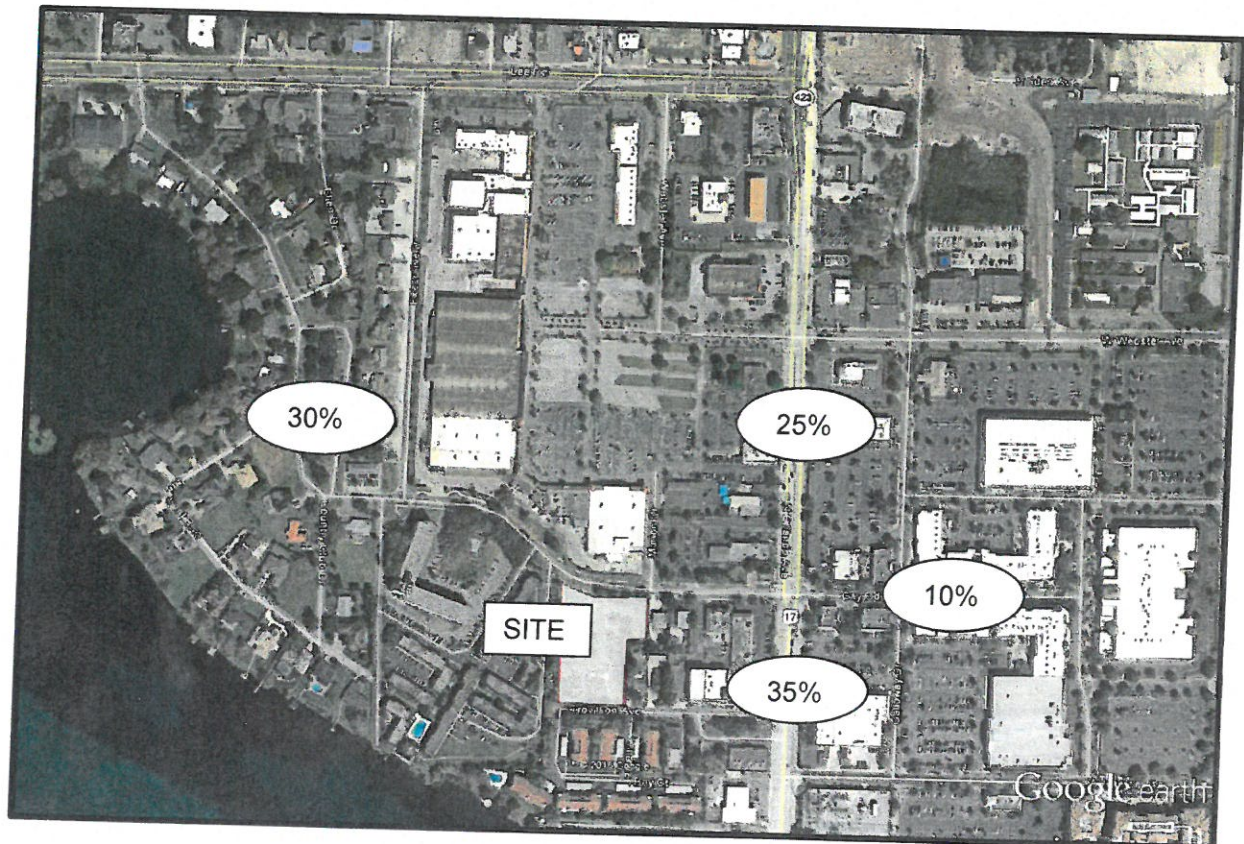


## OPERATIONAL CONDITIONS

Capacity analyses were performed for the intersection of Gay Road and US 17/92 to assess the operational conditions. This analysis was performed for both the land uses allowed under the existing zoning and the requested conditional use. Detailed printouts of the intersection capacity analysis are included in **Appendix C**.

### Trip Distribution / Trip Assignment

The distribution of the project trips in the area was determined from review of the counts at the study intersection and the access conditions surrounding the site. This distribution is illustrated in **Figure 3**.

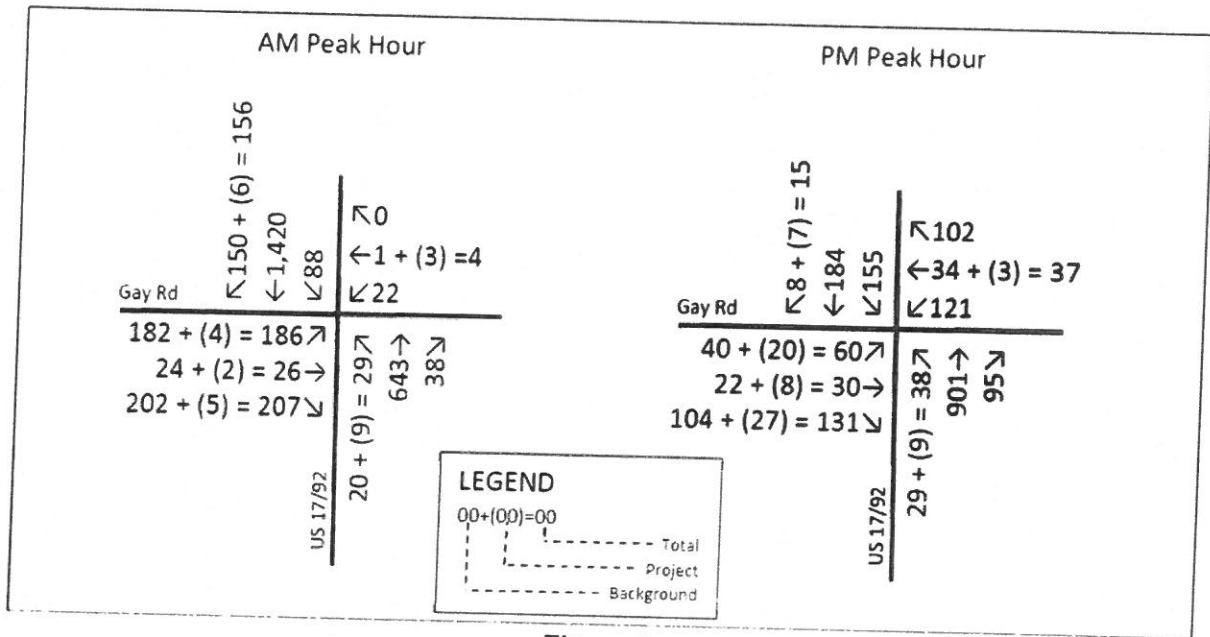


**Figure 3**  
**Project Trip Distribution**

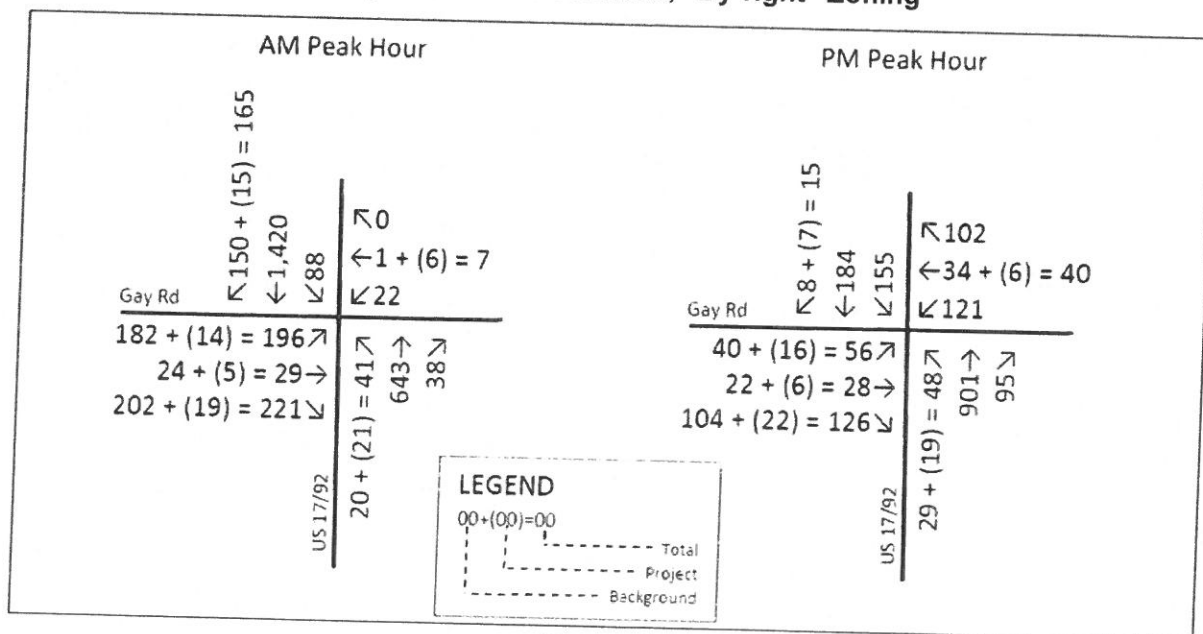




This distribution was used to assign the traffic from the proposed development to the intersection of US 17/92 and Gay Road for the trips generated by both the "by-right" zoning and the proposed conditional use during the A.M. and P.M. peak hours. This project traffic was combined with the existing traffic volumes as shown in **Figure 4 and 5**.



**Figure 4**  
Projected Traffic Volumes, "By-right" Zoning



**Figure 5**  
Projected Traffic Volumes, Conditional Use



### Intersection Analysis

To assess the projected operating conditions at the study intersection, intersection capacity analyses were conducted using existing timings and the projected traffic volumes as shown above in **Figures 5 and 6**. The intersection was analyzed using the procedures of the *2010 Highway Capacity Manual* and the results are summarized in **Table 2**. Printouts of the capacity analysis are included in Appendix C.

**Table2**  
**Projected Intersection Capacity Analysis**

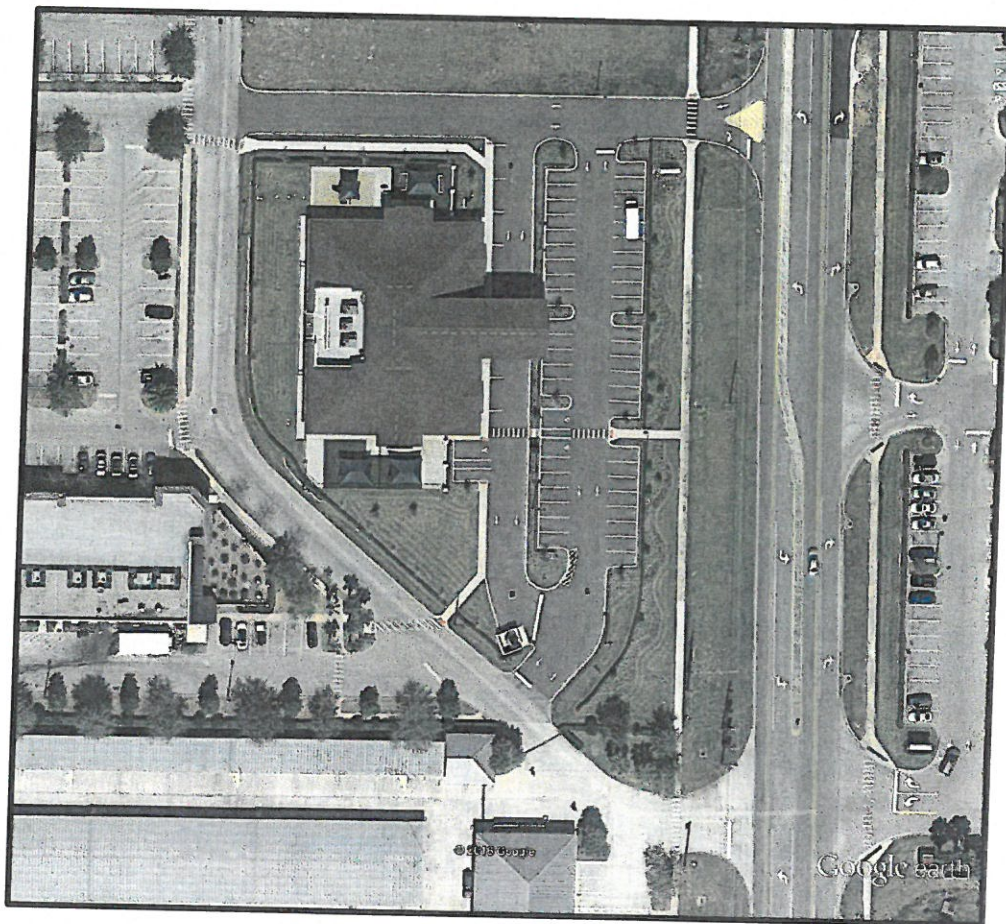
Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
By-right Zoning, A.M. Peak	Signal	109.5	F	91.2	F	14.2	B	23.6	C	34.6	C
By-right Zoning, P.M. Peak	Signal	111.9	F	90.3	F	19.0	B	13.8	B	38.9	D
Conditional Use, A.M. Peak	Signal	117.1	F	88.7	F	15.2	B	25.7	C	37.9	D
Conditional Use, P.M. Peak	Signal	114.2	F	90.6	F	18.4	B	13.5	B	38.3	D

The study intersections are projected to operate with failing conditions in the east/west direction and more than adequate conditions in the north/south direction. The overall LOS for the intersection is acceptable under all evaluated conditions and reflects the high level of activity in the corridor. The overall delay does not vary more than 3.3 seconds per vehicle between the by-right and conditional uses. In the critical PM peak hour time period, the delay is less under the conditional use than the by-right use.



## ONSITE PARKING AND STAKING

As requested by City staff, the proposed site plan for the Day Care was evaluated to determine if the parking and onsite circulation will be adequate for the intended use. To evaluate the onsite operational conditions, a similar site was observed in Winter Garden, Florida from 7 A.M. to 8 A.M. and from 5 P.M. to 6 P.M. According to staff at this location, the day care is permitted to serve up to 190 students. **Figure 6** shows the aerial photograph of the study site. This site is in a suburban setting in contrast to the more urban Winter Park site, but should provide a conservative estimate of the project's operational needs.



**Figure 6**  
**Ladybird Academy, Winter Garden**



Ladybird Academy, Winter Park  
Project No 4783  
Page 7

Parking and loading counts at the study site showed a maximum of 15 passenger vehicles and one school van parked at any one time during the A.M. peak and a maximum of 21 passenger vehicles and one school van during the P.M. peak. Based on the allowable student population at the proposed site, the projected demand is estimated to be 17 vehicles, including a school van, if necessary. The ITE Parking Generation Manual indicates a maximum typical parking demand of 0.24 spaces per student, which corresponds to 34 needed spaces. The site plan includes 35 spaces.

Transit accessibility to the site is exceptional, with the Winter Park Village transit super-stop located a ½ mile (5 minute) walk through the Winter Park Village. This stop serves 9 bus lines and provides a 6-minute bus trip to the Winter Park SunRail Station three times an hour Monday through Friday during peak periods. The pathways for the walk trip to this station are shaded and engaging, providing an outstanding pedestrian environment. The intersection of Gay Road and US 17/92 is busy and the crossing is wide, but the signal includes high visibility pedestrian crosswalks and pedestrian signals. All four corners include access ramps that can accommodate strollers.





## STUDY CONDITIONS

This analysis was undertaken in order to assess the traffic impact of the proposed Ladybird Academy in Winter Park, Florida. Located between Gay Road and Trovillion Road, west of US 17/92, the proposed development will consist of a day care center that can serve 144 students. The site is currently zoned for R-3 and O-2 uses and a day care is an allowable conditional use under both zoning categories. Under these zoning categories, the site can be developed with 22 condo units and 7,840 square feet of office space. The results of the study as documented herein are summarized below:

- By-right, the condo/office land uses are projected to generate 40 AM peak hour trips and 104 PM peak hour trips. The day care is projected to generate 115 AM peak hour and 117 PM peak hour trips. **This is a net increase of 75 AM peak hour trips and 13 PM peak hour trips.** This is a small increase in comparison to the traffic volumes on Gay Road and US 17/92. The difference reflects 11 AM peak hour directional trips added to US 17/92 and Gay Road which is less than 2% of the capacity of Gay Road and less than 1% of the capacity of US 17/92.
- The intersection of US 17/92 and Gay Road shows a slight decrease in delay during the PM Peak Hour under the conditional use when compared to the by-right use. During the AM peak hour there is a 3.3 second increase in delay in the AM peak hour for the conditional use in comparison to the by-right use.
- The ITE parking generation manual indicates the day care will need 34 parking spaces and the site provides 35 spaces. A review of a similar site in Winter Garden showed a projected demand of 17 spaces.
- The transit accessibility for this site is exceptional. A LYNX superstop is located in Winter Garden Village less than ½ mile from this site.





## **APPENDICES**

## **APPENDIX A**

### P.M. Peak Hour Intersection Counts

Date: 31-May-2016		City: Winter Park	
E/W Street Name: Gay Rd		County: Orange	
N/S Street Name: US 17-92		Study Period: AM	

1%      1%      1%

**150**    **1420**    **88**

↙        ↓        ↘

US 17-92

Gay Rd

1%    **182**    ↗

4%    **24**     →

0%    **202**    ↘

US 17-92

↖    **0**    0%

←    **1**    0%

↗    **22**   0%

Gay Rd

US 17-92

↖    **20**    5%

↑    **643**   3%

↗    **38**    0%

% = Percentage of Trucks / Total

Peak Hour Traffic													
	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Cars	87	1404	148	22	1	0	19	622	38	181	23	202	2747
Trucks	1	16	2	0	0	0	1	21	0	1	1	0	43
<b>Total</b>	<b>88</b>	<b>1420</b>	<b>150</b>	<b>22</b>	<b>1</b>	<b>0</b>	<b>20</b>	<b>643</b>	<b>38</b>	<b>182</b>	<b>24</b>	<b>202</b>	<b>2790</b>
Peak Hour Factor	0.905												
Peak Hour	07:45 AM to to 08:45 AM												

Total Vehicle Traffic													
Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00:00 AM	4	222	24	3	0	1	0	100	3	22	0	35	414
7:15:00 AM	11	283	24	7	0	0	1	123	7	36	3	42	537
7:30:00 AM	15	308	32	9	2	2	3	111	4	39	4	49	578
7:45:00 AM	17	329	35	5	1	0	7	182	11	41	5	57	690
8:00:00 AM	27	378	47	8	0	0	3	189	12	53	8	46	771
8:15:00 AM	20	389	38	5	0	0	7	139	8	52	5	60	723
8:30:00 AM	24	324	30	4	0	0	3	133	7	36	6	39	606
8:45:00 AM	5	260	29	17	0	0	12	122	18	48	8	70	589

Date: 31-May-2016  
 E/W Street Name: Gay Rd  
 N/S Street Name: US 17-92  
 City: Winter Park  
 County: Orange  
 Study Period: AM

### Total Vehicle Traffic

Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00:00 AM	4	222	24	3	0	1	0	100	3	22	0	35	414
7:15:00 AM	11	283	24	7	0	0	1	123	7	36	3	42	537
7:30:00 AM	15	308	32	9	2	2	3	111	4	39	4	49	578
7:45:00 AM	17	329	35	5	1	0	7	182	11	41	5	57	690
8:00:00 AM	27	378	47	8	0	0	3	189	12	53	8	46	771
8:15:00 AM	20	389	38	5	0	0	7	139	8	52	5	60	723
8:30:00 AM	24	324	30	4	0	0	3	133	7	36	6	39	606
8:45:00 AM	5	260	29	17	0	0	12	122	18	48	8	70	589

### Car Traffic

Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00:00 AM	4	220	23	3	0	1	0	100	3	21	0	35	410
7:15:00 AM	11	281	24	5	0	0	1	120	7	36	2	42	529
7:30:00 AM	15	305	32	7	2	0	2	107	4	39	4	49	566
7:45:00 AM	17	325	34	5	1	0	7	178	11	40	5	57	680
8:00:00 AM	26	375	46	8	0	0	3	179	12	53	8	46	756
8:15:00 AM	20	382	38	5	0	0	7	132	8	52	4	60	708
8:30:00 AM	24	322	30	4	0	0	2	133	7	36	6	39	603
8:45:00 AM	5	258	29	16	0	0	12	121	18	47	8	70	584

### Truck Traffic

Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00:00 AM	0	2	1	0	0	0	0	0	0	1	0	0	4
7:15:00 AM	0	2	0	2	0	0	0	3	0	0	1	0	8
7:30:00 AM	0	3	0	2	0	2	1	4	0	0	0	0	12
7:45:00 AM	0	4	1	0	0	0	0	4	0	1	0	0	10
8:00:00 AM	1	3	1	0	0	0	0	10	0	0	0	0	15
8:15:00 AM	0	7	0	0	0	0	0	7	0	0	1	0	15
8:30:00 AM	0	2	0	0	0	0	1	0	0	0	0	0	3
8:45:00 AM	0	2	0	1	0	0	0	1	0	1	0	0	5

Date: 31-May-2016  
 E/W Street Name: Gay Rd  
 N/S Street Name: US 17-92

City: Winter Park  
 County: Orange  
 Study Period: PM

0% 1% 0%  
 8 784 155  
 ← ↓ ↘

US 17-92

Gay Rd  
 3% 40 ↗  
 0% 22 →  
 0% 104 ↘

Gay Rd  
 ↖ 102 0%  
 ← 34 0%  
 ↙ 121 1%

US 17-92

↖ 29 0%  
 ↑ 901 1%  
 ↗ 95 0%

% = Percentage of Trucks / Total

### Peak Hour Traffic

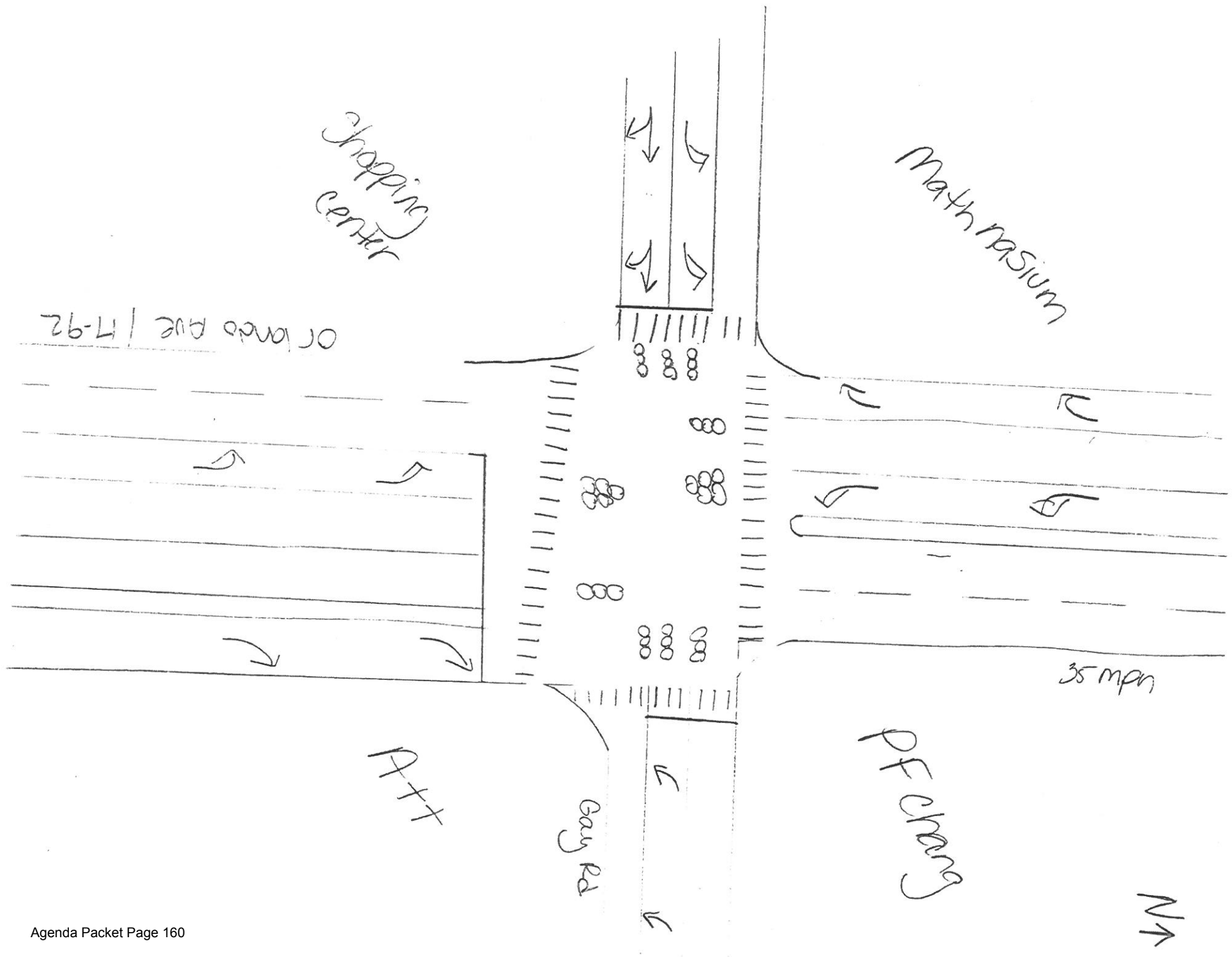
	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Cars	155	777	8	120	34	102	29	895	95	39	22	102	2378
Trucks	0	7	0	1	0	0	0	6	0	1	0	2	17
<b>Total</b>	<b>155</b>	<b>784</b>	<b>8</b>	<b>121</b>	<b>34</b>	<b>102</b>	<b>29</b>	<b>901</b>	<b>95</b>	<b>40</b>	<b>22</b>	<b>104</b>	<b>2395</b>
Peak Hour Factor	0.902												
Peak Hour	05:00 PM to 06:00 PM												

### Total Vehicle Traffic

Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
4:00:00 PM	32	230	5	26	10	17	10	257	19	8	8	17	639
4:15:00 PM	28	191	2	22	2	16	12	233	17	2	3	23	551
4:30:00 PM	27	190	0	23	4	26	7	222	13	14	3	15	544
4:45:00 PM	29	180	3	14	7	26	11	253	16	10	2	21	572
5:00:00 PM	24	179	1	27	7	20	1	203	26	7	3	35	533
5:15:00 PM	47	198	3	26	12	35	9	270	17	13	10	24	664
5:30:00 PM	40	234	3	29	11	22	11	204	17	11	4	19	605
5:45:00 PM	44	173	1	39	4	25	8	224	35	9	5	26	593



Date:	31-May-2016						City:	Winter Park					
E/W Street Name:	Gay Rd						County:	Orange					
N/S Street Name:	US 17-92						Study Period:	PM					
Total Vehicle Traffic													
Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
4:00:00 PM	32	230	5	26	10	17	10	257	19	8	8	17	639
4:15:00 PM	28	191	2	22	2	16	12	233	17	2	3	23	551
4:30:00 PM	27	190	0	23	4	26	7	222	13	14	3	15	544
4:45:00 PM	29	180	3	14	7	26	11	253	16	10	2	21	572
5:00:00 PM	24	179	1	27	7	20	1	203	26	7	3	35	533
5:15:00 PM	47	198	3	26	12	35	9	270	17	13	10	24	664
5:30:00 PM	40	234	3	29	11	22	11	204	17	11	4	19	605
5:45:00 PM	44	173	1	39	4	25	8	224	35	9	5	26	593
Car Traffic													
Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
4:00:00 PM	32	228	5	26	9	17	10	256	19	8	8	17	635
4:15:00 PM	28	188	2	22	2	15	12	231	17	2	3	22	544
4:30:00 PM	27	190	0	23	4	25	7	220	13	14	3	15	541
4:45:00 PM	29	180	3	14	7	26	11	252	16	10	2	21	571
5:00:00 PM	24	176	1	27	7	20	1	201	26	7	3	34	527
5:15:00 PM	47	197	3	26	12	35	9	268	17	13	10	24	661
5:30:00 PM	40	234	3	29	11	22	11	202	17	11	4	19	603
5:45:00 PM	44	170	1	38	4	25	8	224	35	8	5	25	587
Truck Traffic													
Interval Starts	Southbound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
4:00:00 PM	0	2	0	0	1	0	0	1	0	0	0	0	4
4:15:00 PM	0	3	0	0	0	1	0	2	0	0	0	1	7
4:30:00 PM	0	0	0	0	0	1	0	2	0	0	0	0	3
4:45:00 PM	0	0	0	0	0	0	0	1	0	0	0	0	1
5:00:00 PM	0	3	0	0	0	0	0	2	0	0	0	1	6
5:15:00 PM	0	1	0	0	0	0	0	2	0	0	0	0	3
5:30:00 PM	0	0	0	0	0	0	0	2	0	0	0	0	2
5:45:00 PM	0	3	0	1	0	0	0	0	0	1	0	1	6



## **APPENDIX B**

### ITE Trip Generation Sheets

# Residential Condominium/Townhouse (230)

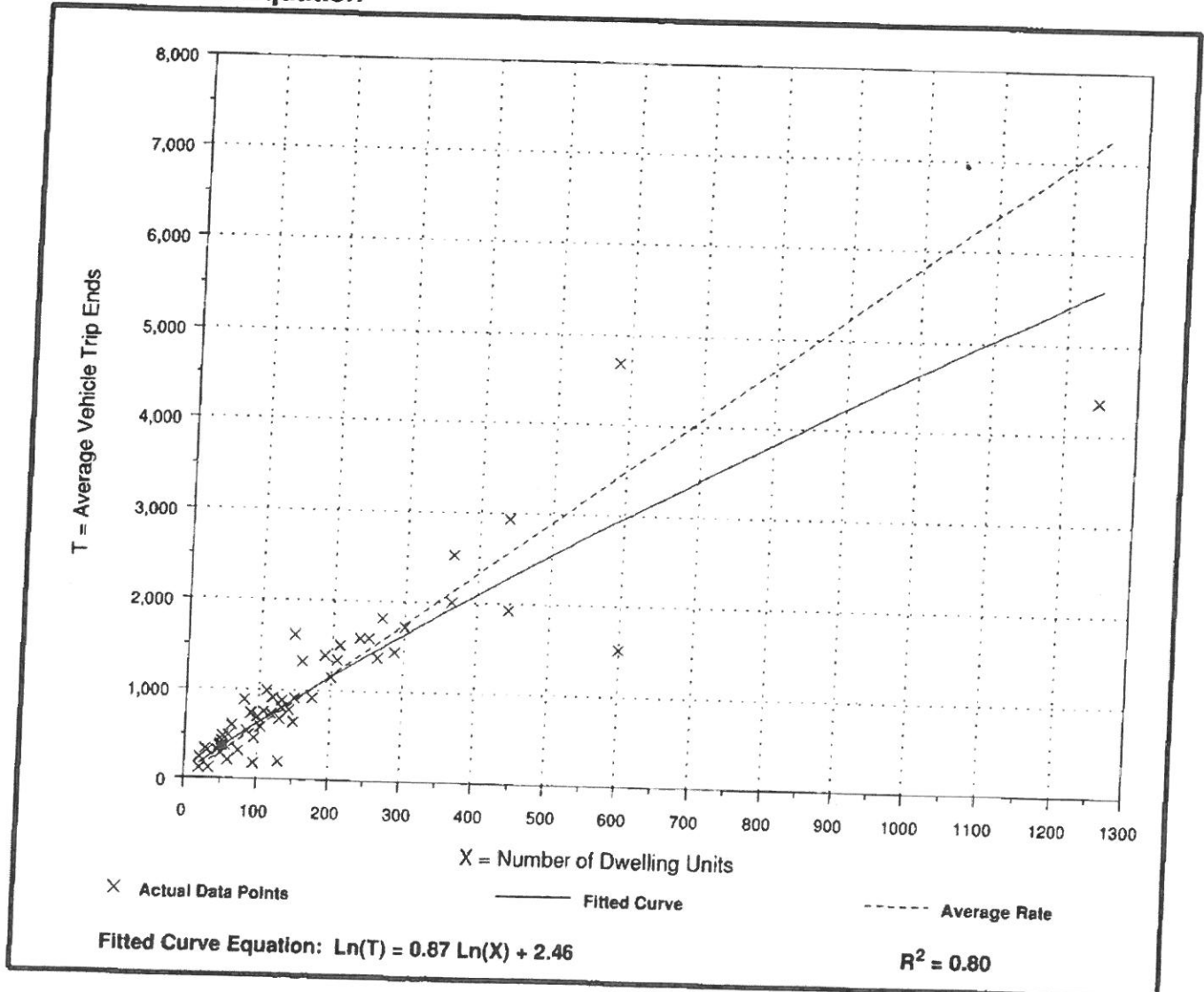
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

Number of Studies: 56  
Avg. Number of Dwelling Units: 179  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.81	1.53 - 11.79	3.11

## Data Plot and Equation



# Residential Condominium/Townhouse (230)

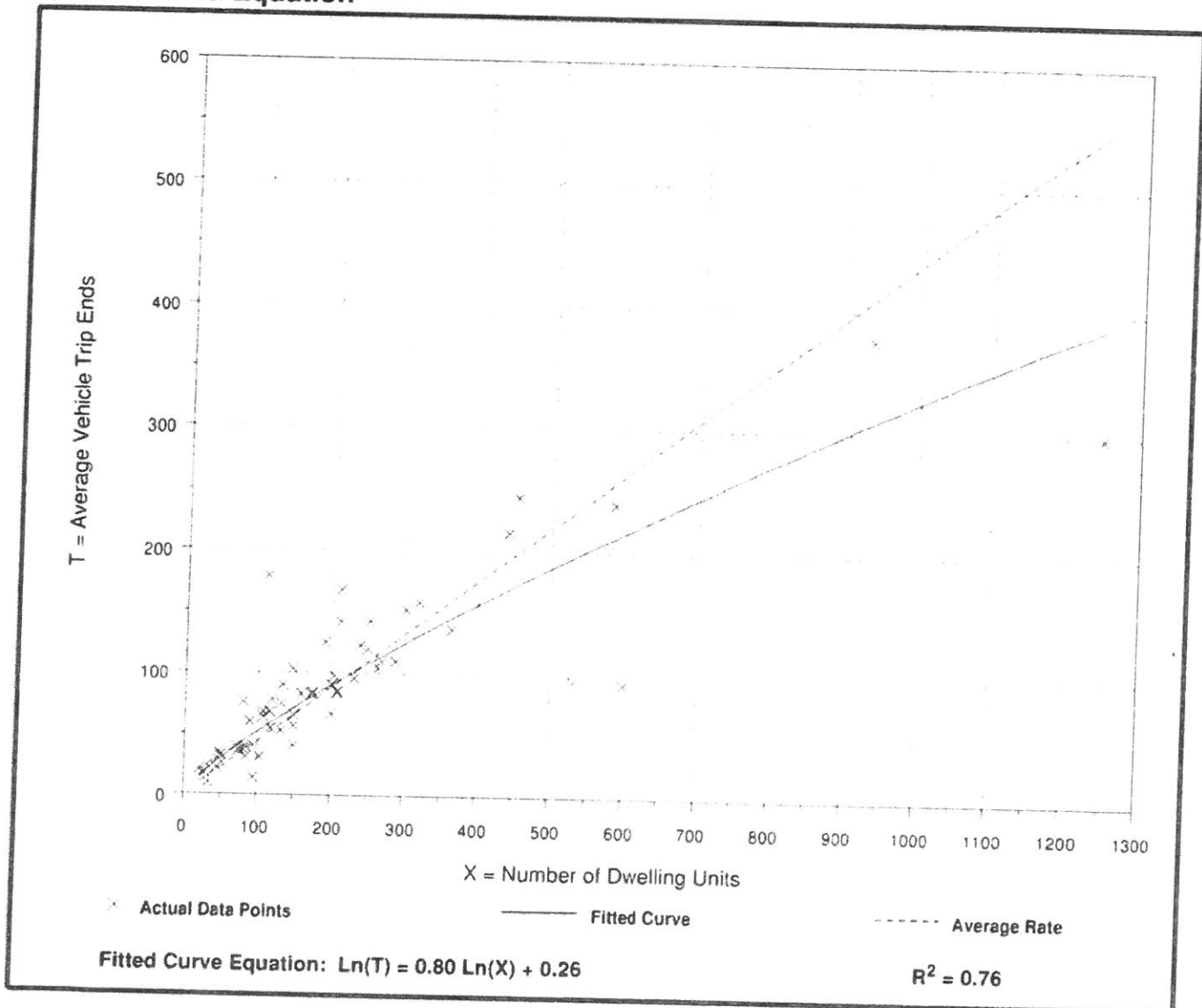
**Average Vehicle Trip Ends vs: Dwelling Units**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 7 and 9 a.m.**

Number of Studies: 59  
 Avg. Number of Dwelling Units: 213  
 Directional Distribution: 17% entering, 83% exiting

## Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.61	0.69

## Data Plot and Equation





# Residential Condominium/Townhouse (230)

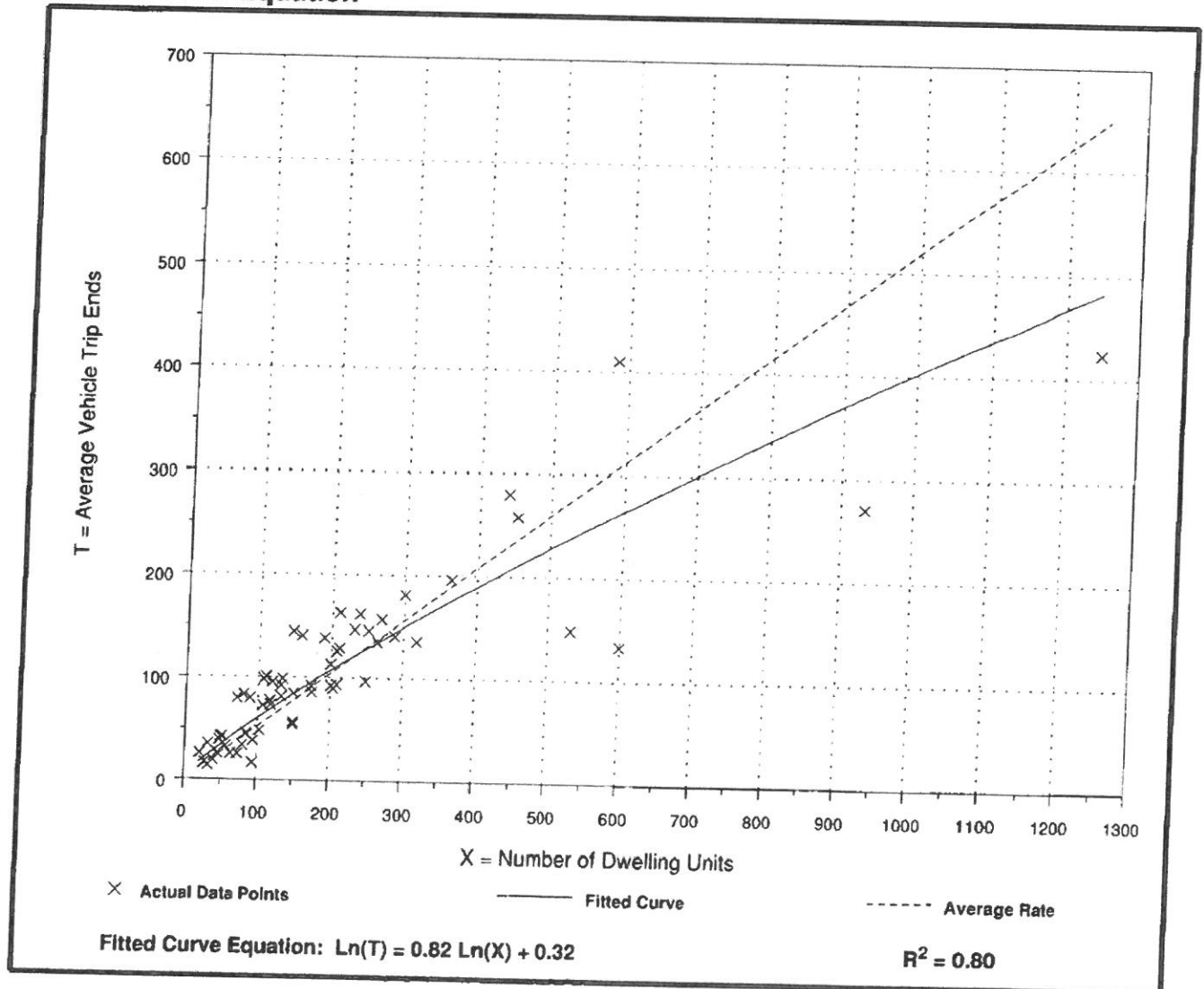
**Average Vehicle Trip Ends vs: Dwelling Units**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**

Number of Studies: 62  
 Avg. Number of Dwelling Units: 205  
 Directional Distribution: 67% entering, 33% exiting

## Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.52	0.18 - 1.24	0.75

## Data Plot and Equation



# General Office Building (710)

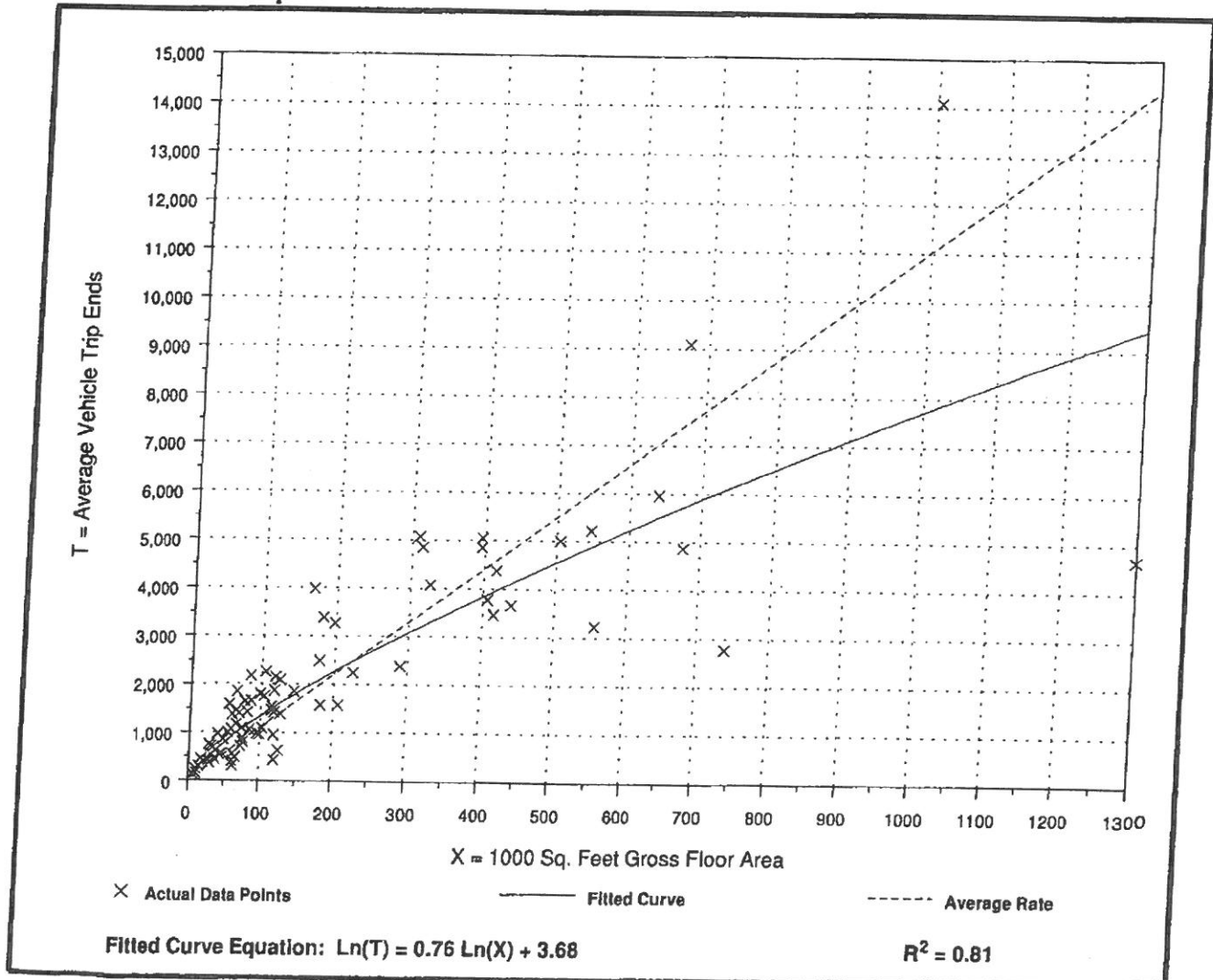
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area  
On a: Weekday

Number of Studies: 79  
Average 1000 Sq. Feet GFA: 197  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
11.03	3.58 - 28.80	6.15

## Data Plot and Equation



# General Office Building (710)

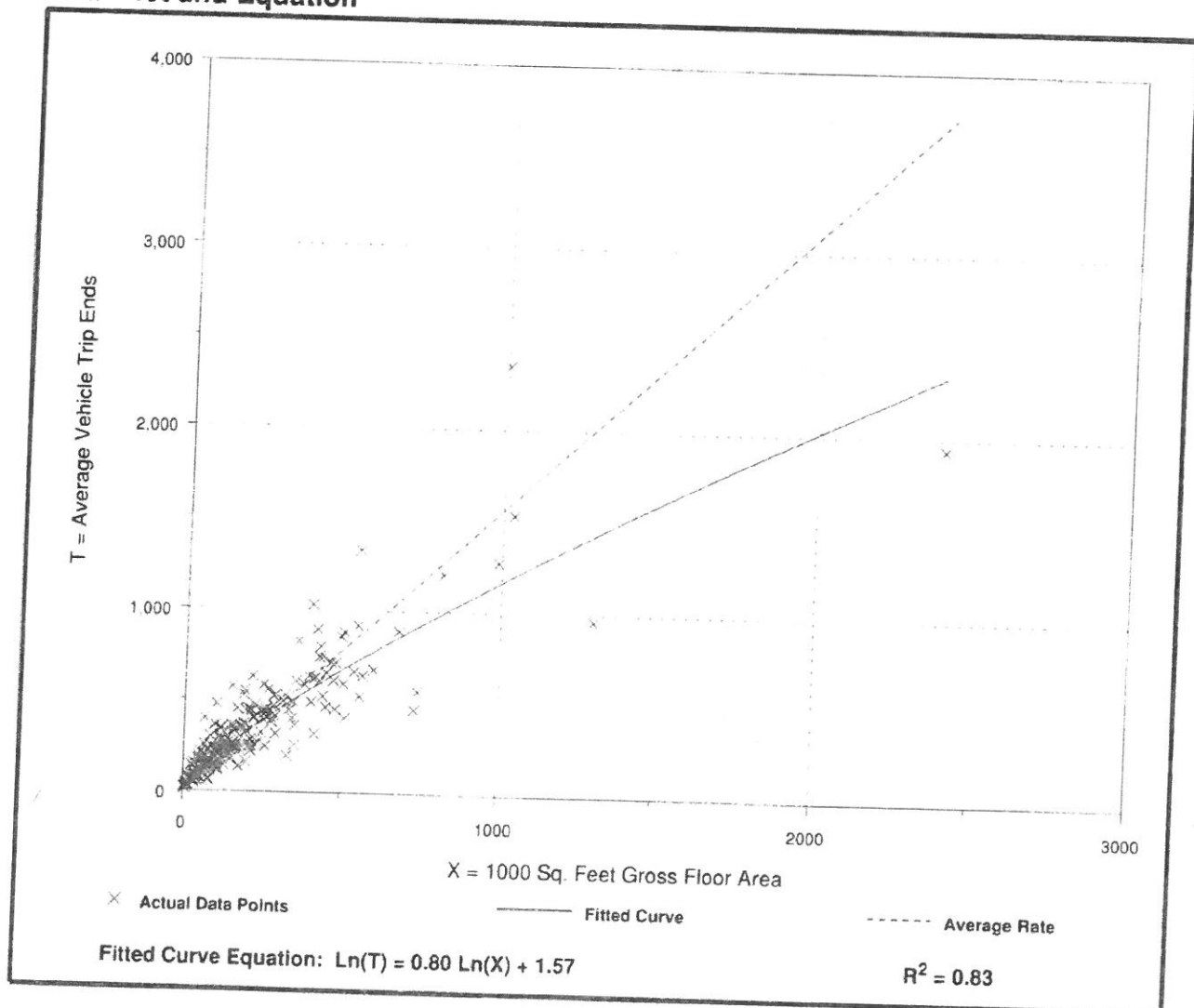
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area  
On a: Weekday,  
A.M. Peak Hour

Number of Studies: 218  
Average 1000 Sq. Feet GFA: 222  
Directional Distribution: 88% entering, 12% exiting

## Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
1.56	0.60 - 5.98	1.40

## Data Plot and Equation



# General Office Building (710)

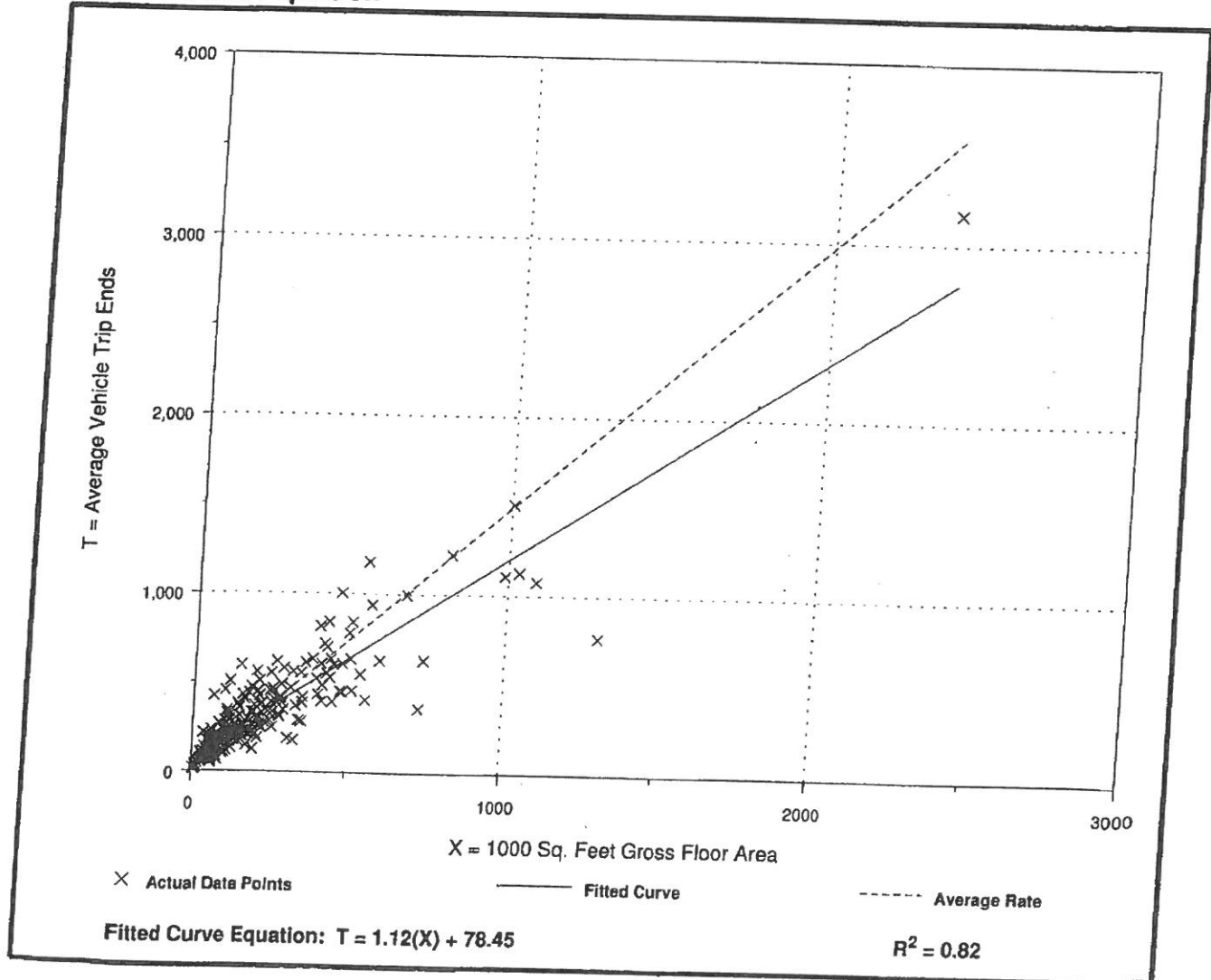
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area  
On a: Weekday,  
P.M. Peak Hour

Number of Studies: 236  
Average 1000 Sq. Feet GFA: 215  
Directional Distribution: 17% entering, 83% exiting

## Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
1.49	0.49 - 6.39	1.37

## Data Plot and Equation



# Day Care Center (565)

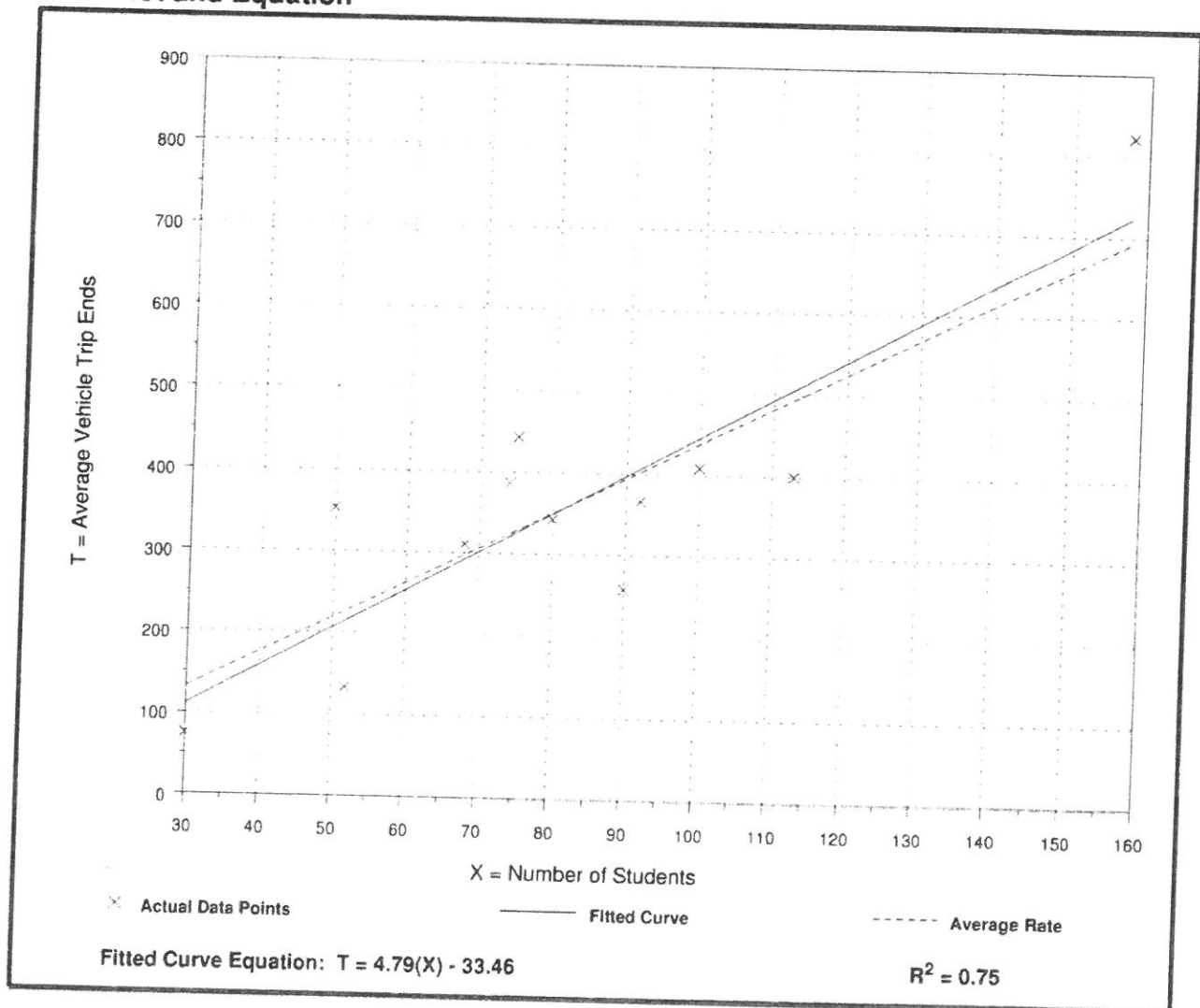
Average Vehicle Trip Ends vs: Students  
On a: Weekday

Number of Studies: 12  
Average Number of Students: 82  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
4.38	2.50 - 7.06	2.37

## Data Plot and Equation





# Day Care Center (565)

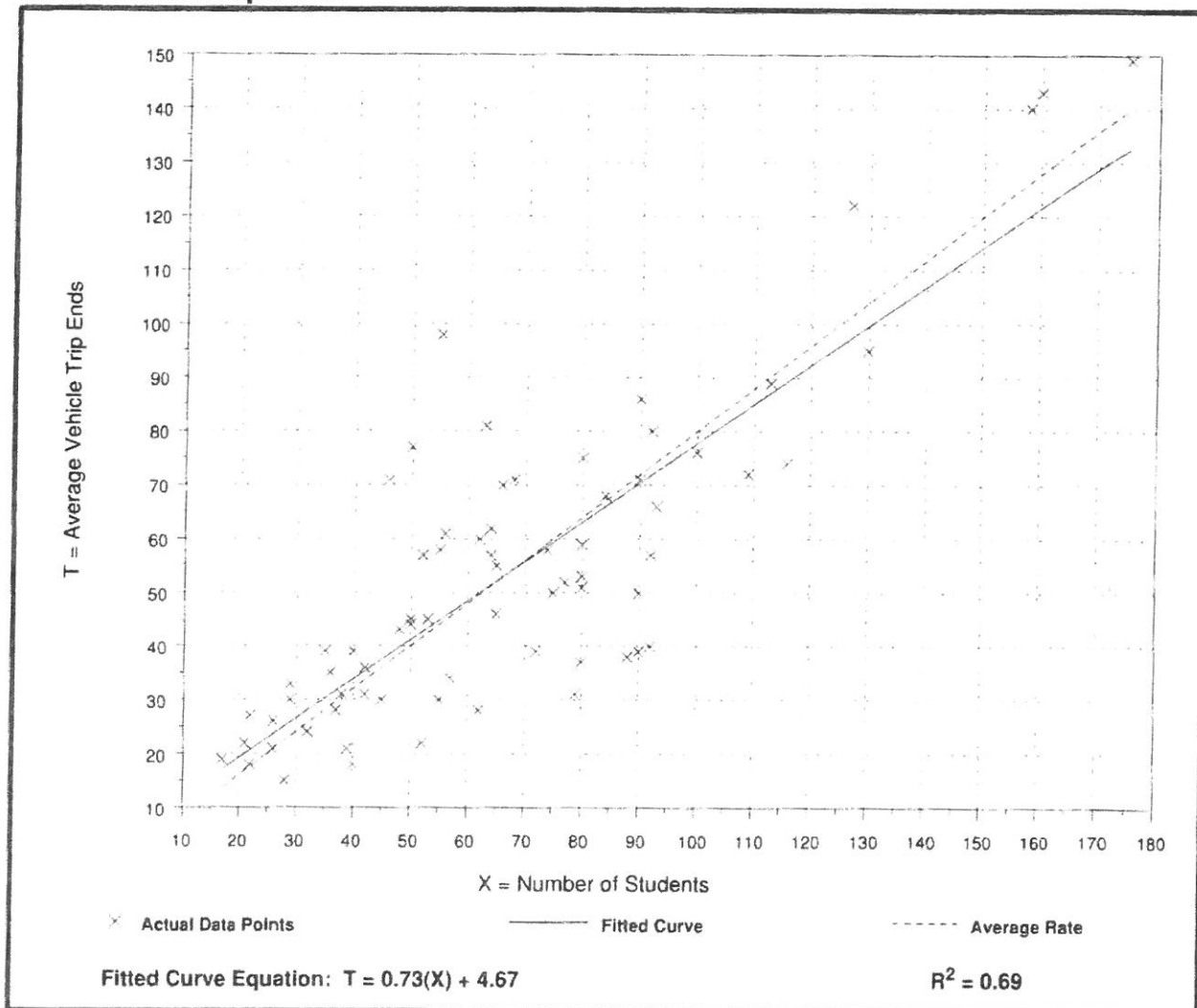
**Average Vehicle Trip Ends vs: Students**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 7 and 9 a.m.**

Number of Studies: 71  
 Average Number of Students: 67  
 Directional Distribution: 53% entering, 47% exiting

## Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.80	0.39 - 1.78	0.92

## Data Plot and Equation



# Day Care Center (565)

## Average Vehicle Trip Ends vs: Students

On a: Weekday,

Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

Number of Studies: 72

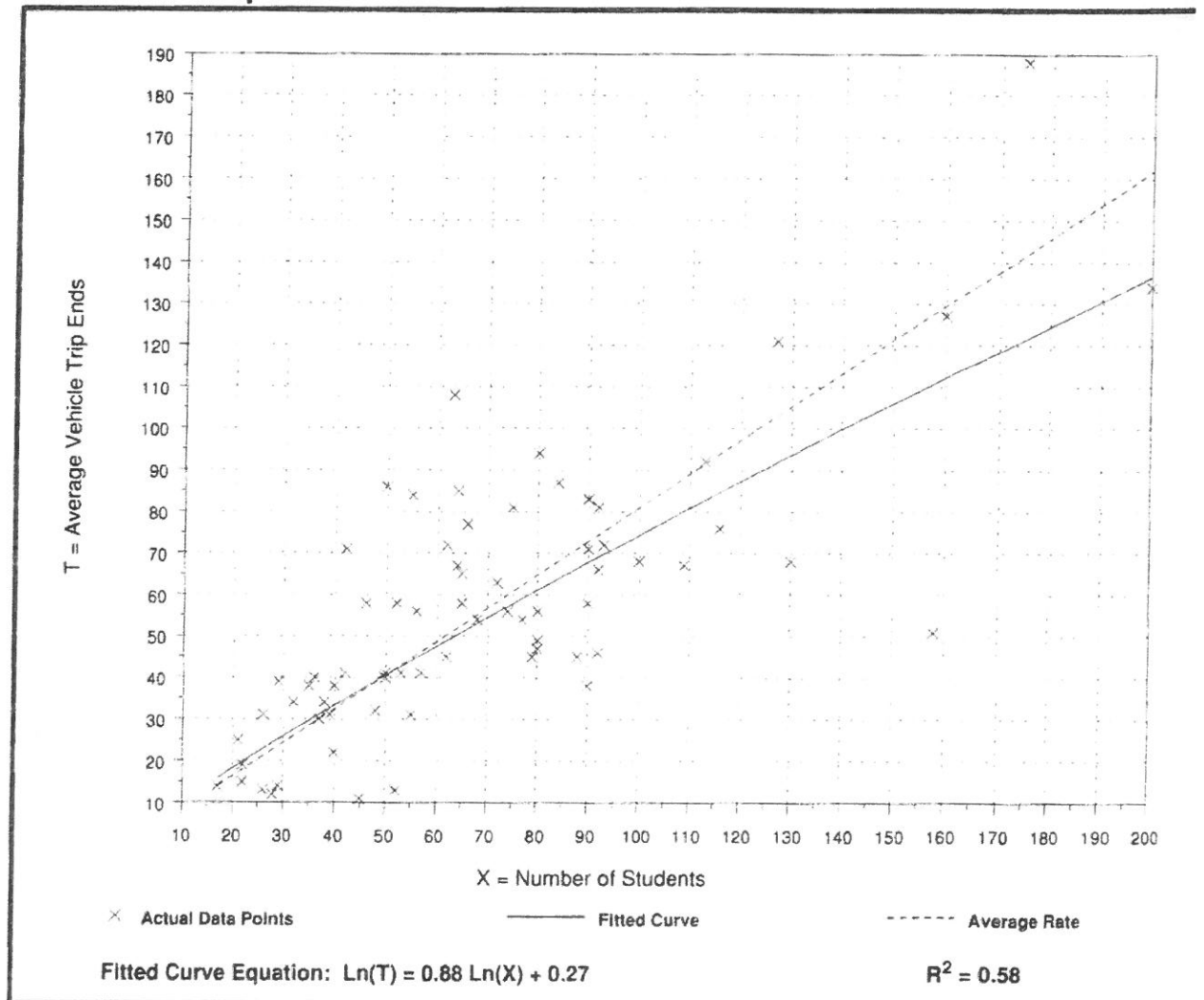
Average Number of Students: 69

Directional Distribution: 47% entering, 53% exiting

## Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.81	0.24 - 1.72	0.94

## Data Plot and Equation



## **APPENDIX C**























### **HCS Capacity Worksheets**

# HCM 2010 Signalized Intersection Summary

3:

AM Peak, By-right Use

6/2/2016

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	186	26	207	22	4	0	29	643	38	88	1420	156
Future Volume (veh/h)	186	26	207	22	4	0	29	643	38	88	1420	156
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	196	27	218	23	4	0	31	677	40	93	1495	164
Adj No. of Lanes	1	1	0	1	1	0	1	2	1	1	2	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	198	29	237	29	132	0	171	2220	993	484	2040	222
Arrive On Green	0.11	0.17	0.17	0.02	0.07	0.00	0.02	0.63	0.63	0.03	0.63	0.63
Sat Flow, veh/h	1774	177	1433	1774	1863	0	1774	3539	1583	1774	3220	350
Grp Volume(v), veh/h	196	0	245	23	4	0	31	677	40	93	815	844
Grp Sat Flow(s),veh/h/ln	1774	0	1610	1774	1863	0	1774	1770	1583	1774	1770	1801
Q Serve(g_s), s	17.6	0.0	24.0	2.1	0.3	0.0	1.0	14.1	1.5	3.1	50.1	51.7
Cycle Q Clear(g_c), s	17.6	0.0	24.0	2.1	0.3	0.0	1.0	14.1	1.5	3.1	50.1	51.7
Prop In Lane	1.00		0.89	1.00		0.00	1.00		1.00	1.00		0.19
Lane Grp Cap(c), veh/h	198	0	266	29	132	0	171	2220	993	484	1121	1141
V/C Ratio(X)	0.99	0.00	0.92	0.80	0.03	0.00	0.18	0.30	0.04	0.19	0.73	0.74
Avail Cap(c_a), veh/h	198	0	315	49	210	0	182	2220	993	484	1121	1141
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	70.9	0.0	65.8	78.4	69.2	0.0	19.2	13.7	11.4	10.9	19.9	20.2
Incr Delay (d2), s/veh	60.0	0.0	26.6	16.6	0.0	0.0	0.2	0.4	0.1	0.1	4.1	4.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	12.0	0.0	12.7	1.1	0.2	0.0	0.5	7.0	0.7	1.5	25.5	26.9
LnGrp Delay(d),s/veh	131.0	0.0	92.4	95.0	69.2	0.0	19.3	14.1	11.5	11.0	24.1	24.5
LnGrp LOS	F		F	F	E		B	B	B	B	C	C
Approach Vol, veh/h	441			27			748			1752		
Approach Delay, s/veh	109.5			91.2			14.2			23.6		
Approach LOS	F			F			B			C		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.2	106.9	9.3	33.6	9.2	107.9	24.4	18.5				
Change Period (Y+Rc), s	6.2	6.5	* 6.7	* 7.2	6.2	6.5	6.5	* 7.2				
Max Green Setting (Gmax), s	4.0	93.7	* 4.4	* 31	4.0	93.7	17.9	* 18				
Max Q Clear Time (g_c+l1), s	5.1	16.1	4.1	26.0	3.0	53.7	19.6	2.3				
Green Ext Time (p_c), s	0.0	39.7	0.0	0.5	0.0	27.2	0.0	0.9				

## Intersection Summary

HCM 2010 Ctrl Delay	34.6
HCM 2010 LOS	C

## Notes

6/2/2016 Baseline

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
















# HCM 2010 Signalized Intersection Summary

3:

PM Peak--By-right Use

6/2/2016

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	60	30	131	121	37	102	38	901	95	155	184	15
Future Volume (veh/h)	60	30	131	121	37	102	38	901	95	155	184	15
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	63	32	138	127	39	107	40	948	100	163	194	16
Adj No. of Lanes	1	1	0	1	1	0	1	2	1	1	2	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	78	36	153	144	68	187	798	2216	991	376	2160	177
Arrive On Green	0.04	0.12	0.12	0.08	0.15	0.15	0.02	0.63	0.63	0.04	0.65	0.65
Sat Flow, veh/h	1774	307	1323	1774	441	1209	1774	3539	1583	1774	3314	271
Grp Volume(v), veh/h	63	0	170	127	0	146	40	948	100	163	103	107
Grp Sat Flow(s),veh/h/ln	1774	0	1629	1774	0	1649	1774	1770	1583	1774	1770	1815
Q Serve(g_s), s	7.0	0.0	20.6	14.2	0.0	16.4	1.6	27.4	5.0	6.6	4.3	4.4
Cycle Q Clear(g_c), s	7.0	0.0	20.6	14.2	0.0	16.4	1.6	27.4	5.0	6.6	4.3	4.4
Prop In Lane	1.00		0.81	1.00		0.73	1.00		1.00	1.00		0.15
Lane Grp Cap(c), veh/h	78	0	189	144	0	255	798	2216	991	376	1154	1183
V/C Ratio(X)	0.81	0.00	0.90	0.88	0.00	0.57	0.05	0.43	0.10	0.43	0.09	0.09
Avail Cap(c_a), veh/h	146	0	226	233	0	312	809	2216	991	447	1154	1183
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	94.8	0.0	87.3	90.9	0.0	78.5	13.0	19.1	14.9	14.5	12.9	12.9
Incr Delay (d2), s/veh	7.2	0.0	28.4	12.1	0.0	0.8	0.0	0.6	0.2	0.3	0.2	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.6	0.0	10.8	7.4	0.0	7.6	0.8	13.5	2.2	3.2	2.1	2.3
LnGrp Delay(d),s/veh	101.9	0.0	115.6	103.1	0.0	79.2	13.0	19.7	15.1	14.8	13.0	13.0
LnGrp LOS	F		F	F		E	B	B	B	B	B	B
Approach Vol, veh/h	233			273			1088			373		
Approach Delay, s/veh	111.9			90.3			19.0			13.8		
Approach LOS	F			F			B			B		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.9	131.7	23.0	30.4	9.8	136.9	15.3	38.1				
Change Period (Y+Rc), s	6.2	6.5	* 6.7	* 7.2	6.2	6.5	6.5	* 7.2				
Max Green Setting (Gmax), s	16.8	102.5	* 26	* 28	4.8	114.5	16.5	* 38				
Max Q Clear Time (g_c+I1), s	8.6	29.4	16.2	22.6	3.6	6.4	9.0	18.4				
Green Ext Time (p_c), s	0.1	11.7	0.1	0.6	0.0	11.8	0.0	1.2				
Intersection Summary												
HCM 2010 Ctrl Delay	38.9											
HCM 2010 LOS	D											
Notes												

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# HCM 2010 Signalized Intersection Summary

3:

AM Peak, Conditional Use

6/2/2016

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	196	29	221	22	7	0	41	643	38	88	1420	165
Future Volume (veh/h)	196	29	221	22	7	0	41	643	38	88	1420	165
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	206	31	233	23	7	0	43	677	40	93	1495	174
Adj No. of Lanes	1	1	0	1	1	0	1	2	1	1	2	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	198	33	251	29	152	0	166	2181	976	474	1983	229
Arrive On Green	0.11	0.18	0.18	0.02	0.08	0.00	0.02	0.62	0.62	0.03	0.62	0.62
Sat Flow, veh/h	1774	189	1422	1774	1863	0	1774	3539	1583	1774	3199	369
Grp Volume(v), veh/h	206	0	264	23	7	0	43	677	40	93	820	849
Grp Sat Flow(s),veh/h/ln	1774	0	1612	1774	1863	0	1774	1770	1583	1774	1770	1798
Q Serve(g_s), s	17.9	0.0	25.8	2.1	0.6	0.0	1.4	14.5	1.6	3.2	52.6	54.4
Cycle Q Clear(g_c), s	17.9	0.0	25.8	2.1	0.6	0.0	1.4	14.5	1.6	3.2	52.6	54.4
Prop In Lane	1.00		0.88	1.00		0.00	1.00		1.00	1.00		0.21
Lane Grp Cap(c), veh/h	198	0	284	29	152	0	166	2181	976	474	1097	1115
V/C Ratio(X)	1.04	0.00	0.93	0.80	0.05	0.00	0.26	0.31	0.04	0.20	0.75	0.76
Avail Cap(c_a), veh/h	198	0	315	49	210	0	172	2181	976	474	1097	1115
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	71.1	0.0	64.9	78.4	67.7	0.0	21.3	14.6	12.1	11.6	21.5	21.9
Incr Delay (d2), s/veh	74.2	0.0	30.1	16.6	0.0	0.0	0.3	0.4	0.1	0.1	4.7	4.9
Initial Q Delay(d3),s/veh	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	12.9	0.0	13.9	1.1	0.3	0.0	0.8	7.2	0.7	1.6	26.9	28.4
LnGrp Delay(d),s/veh	145.3	0.0	95.0	95.0	67.7	0.0	21.6	14.9	12.2	11.7	26.2	26.8
LnGrp LOS	F		F	F	E		C	B	B	B	C	C
Approach Vol, veh/h	470			30			760			1762		
Approach Delay, s/veh	117.1			88.7			15.2			25.7		
Approach LOS	F			F			B			C		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.2	105.1	9.3	35.4	9.6	105.7	24.4	20.3				
Change Period (Y+Rc), s	6.2	6.5	* 6.7	* 7.2	6.2	6.5	6.5	* 7.2				
Max Green Setting (Gmax), s	4.0	93.7	* 4.4	* 31	4.0	93.7	17.9	* 18				
Max Q Clear Time (g_c+I1), s	5.2	16.5	4.1	27.8	3.4	56.4	19.9	2.6				
Green Ext Time (p_c), s	0.0	40.0	0.0	0.4	0.0	26.1	0.0	1.0				
Intersection Summary												
HCM 2010 Ctrl Delay	37.9											
HCM 2010 LOS	D											
Notes												

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





# HCM 2010 Signalized Intersection Summary

PM Peak--Conditional Use

3:

6/2/2016

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	56	28	126	121	40	102	48	901	95	155	184	15
Future Volume (veh/h)	56	28	126	121	40	102	48	901	95	155	184	15
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	59	29	133	127	42	107	51	948	100	163	194	16
Adj No. of Lanes	1	1	0	1	1	0	1	2	1	1	2	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	32	148	144	71	180	807	2235	1000	379	2173	178
Arrive On Green	0.04	0.11	0.11	0.08	0.15	0.15	0.02	0.63	0.63	0.04	0.66	0.66
Sat Flow, veh/h	1774	291	1336	1774	466	1187	1774	3539	1583	1774	3314	271
Grp Volume(v), veh/h	59	0	162	127	0	149	51	948	100	163	103	107
Grp Sat Flow(s), veh/h/ln	1774	0	1627	1774	0	1653	1774	1770	1583	1774	1770	1815
Q Serve(g_s), s	6.6	0.0	19.7	14.2	0.0	16.8	2.1	27.0	5.0	6.5	4.2	4.3
Cycle Q Clear(g_c), s	6.6	0.0	19.7	14.2	0.0	16.8	2.1	27.0	5.0	6.5	4.2	4.3
Prop In Lane	1.00		0.82	1.00		0.72	1.00		1.00	1.00		0.15
Lane Grp Cap(c), veh/h	74	0	180	144	0	251	807	2235	1000	379	1160	1190
V/C Ratio(X)	0.80	0.00	0.90	0.88	0.00	0.59	0.06	0.42	0.10	0.43	0.09	0.09
Avail Cap(c_a), veh/h	129	0	210	233	0	312	816	2235	1000	460	1160	1190
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	95.0	0.0	87.8	90.9	0.0	79.1	12.6	18.5	14.5	14.1	12.6	12.6
Incr Delay (d2), s/veh	7.4	0.0	30.7	12.1	0.0	0.8	0.0	0.6	0.2	0.3	0.2	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.4	0.0	10.4	7.4	0.0	7.8	1.0	13.4	2.2	3.2	2.1	2.2
LnGrp Delay(d),s/veh	102.4	0.0	118.5	103.1	0.0	79.9	12.6	19.1	14.7	14.4	12.7	12.7
LnGrp LOS	F		F	F		E	B	B	B	B	B	B
Approach Vol, veh/h	221			276			1099			373		
Approach Delay, s/veh	114.2			90.6			18.4			13.5		
Approach LOS	F			F			B			B		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.9	132.8	23.0	29.4	10.0	137.7	14.8	37.5				
Change Period (Y+Rc), s	6.2	6.5	* 6.7	* 7.2	6.2	6.5	6.5	* 7.2				
Max Green Setting (Gmax), s	17.8	103.5	* 26	* 26	4.8	116.5	14.5	* 38				
Max Q Clear Time (g_c+I1), s	8.5	29.0	16.2	21.7	4.1	6.3	8.6	18.8				
Green Ext Time (p_c), s	0.1	11.7	0.1	0.5	0.0	11.8	0.0	1.2				

## Intersection Summary

HCM 2010 Ctrl Delay 38.3  
 HCM 2010 LOS D

## Notes

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## Trip Generation Summary

Alternative: Alternative 1

Phase:

Project: WP Day Care, Gay Rd

Open Date: 5/30/2016

Analysis Date: 5/30/2016

ITE	Land Use	Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
230	CONDO 1												
	22 Dwelling Units		86	86	172		3	12	15		11	6	17
710	OFFICEGENERAL 1												
	7.84 Gross Floor Area 1000 SF		95	95	190		22	3	25		15	72	87
Unadjusted Volume			181	181	362		25	15	40		26	78	104
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			181	181	362		25	15	40		26	78	104

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

\* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 9th Edition, 2012  
TRIP GENERATION 2014, TRAFFICWARE, LLC

## Trip Generation Summary

Alternative: Alternative 1

Phase:

Project: Gay Rd Daycare

Open Date: 5/30/2016

Analysis Date: 5/30/2016

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic					
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
565	DAYCARE 1												
	144 Students		316	315	631		61	54	115		55	62	117
Unadjusted Volume			316	315	631		61	54	115		55	62	117
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			316	315	631		61	54	115		55	62	117
Total Weekday Average Daily Trips Internal Capture = 0 Pass-By = 0													

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

\* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 9th Edition, 2012  
**TRIP GENERATION 2014, TRAFFICWARE, LLC**



June 6, 2016

Linda Dozier  
American Institute of Certified Planners, Ret.  
640 Killarney Bay Court  
Winter Park, FL 32789

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

Re: Ladybird Academy

Dear Board Members:

Please recognize that the proposed Ladybird Academy is a commercial intrusion into a quiet residential neighborhood and that the building and playground are to be constructed where two single-family homes are now located on Trovillion Avenue.

I urge you to recommend denial of this request.

I have been a resident of Winter Park since 1950, other than military moves. I also have been an Urban Planner in Central Florida and the Southeast since 1980 addressing problems and opportunities for development for 32 years. I see two problems and one opportunity for this project.

As mentioned, it is a commercial intrusion into a quiet, predominantly retiree neighborhood. This proposal provides only a six-foot wall between 144 children at play and two-story retirees' homes a mere right-of-way width away. At the very least, in addition to a six-foot decorative masonry wall, they should provide extensive tree screening for noise abatement, not laughter which would be fine, but the yelling and shrill screams that we know are the reality of a playground of young children. If recommended, please require this wall and vegetative screen as a condition of approval.

The traffic impact of 144 parents stacking to pick up their children at 5:30 in the afternoon is mind boggling. Think of the Fairbanks-to-Lee Road corridor now at peak hour. Add 144 vehicles trying to turn onto Gay Road as slowly, one child at a time is loaded into a car and buckled into the car seat before that car pulls away and the next pulls up. Orlando Avenue/17-92 will be shut down.

On the other hand, the City's Future Land Use Element envisions allowing an additional out parcel within the parking lot of the K-Mart Center property. The FLUE acknowledges that, while the parking count is appropriate for the existing square footage by code, it is clearly excessive and additional development is encouraged at that location. The Academy could be located there and because it needs very little parking itself, this would be a perfect solution for the two problems above.



First, the commercial use would be located in a commercial development and the noise removed from the neighborhoods. The quality of the playground would be the same as the currently proposed location which has no tree coverage for shade.

Most importantly, traffic impacts could be spread between the Webster Street signal light, Gay Road light and access to Lee Road, and the stacking for pick up would be completely off road.

This solution supports the Comprehensive Plan at a time when the K-Mart redevelopment project is coordinating with the City. This is a win-win for everyone.

Thank you for your consideration,

A handwritten signature in cursive script, appearing to read "Linda Dozier".

Linda Dozier

Dear Mayor and City of Winter Park Commissioners,  
We live at 1500 Gay Road in the Chateaux du Lac Condominiums. Our residential condominium community is directly adjacent to the property on which the proposed Lady Bird Academy, if approved, would be built.

We beg you to not permit any zoning change that would enable this project to move forward. We, as a community, have been inundated with commercial growth. The old Mount Vernon Inn site, the Trader Joe's center, the redevelopment of the old K-Mart Center, the Whole Foods/Nordstrom Rack development, and the further development of the Ravudauge property. At some point, we expect to have the new library/civic center project proceed; and we are still absorbing the additional traffic of The Paseo.

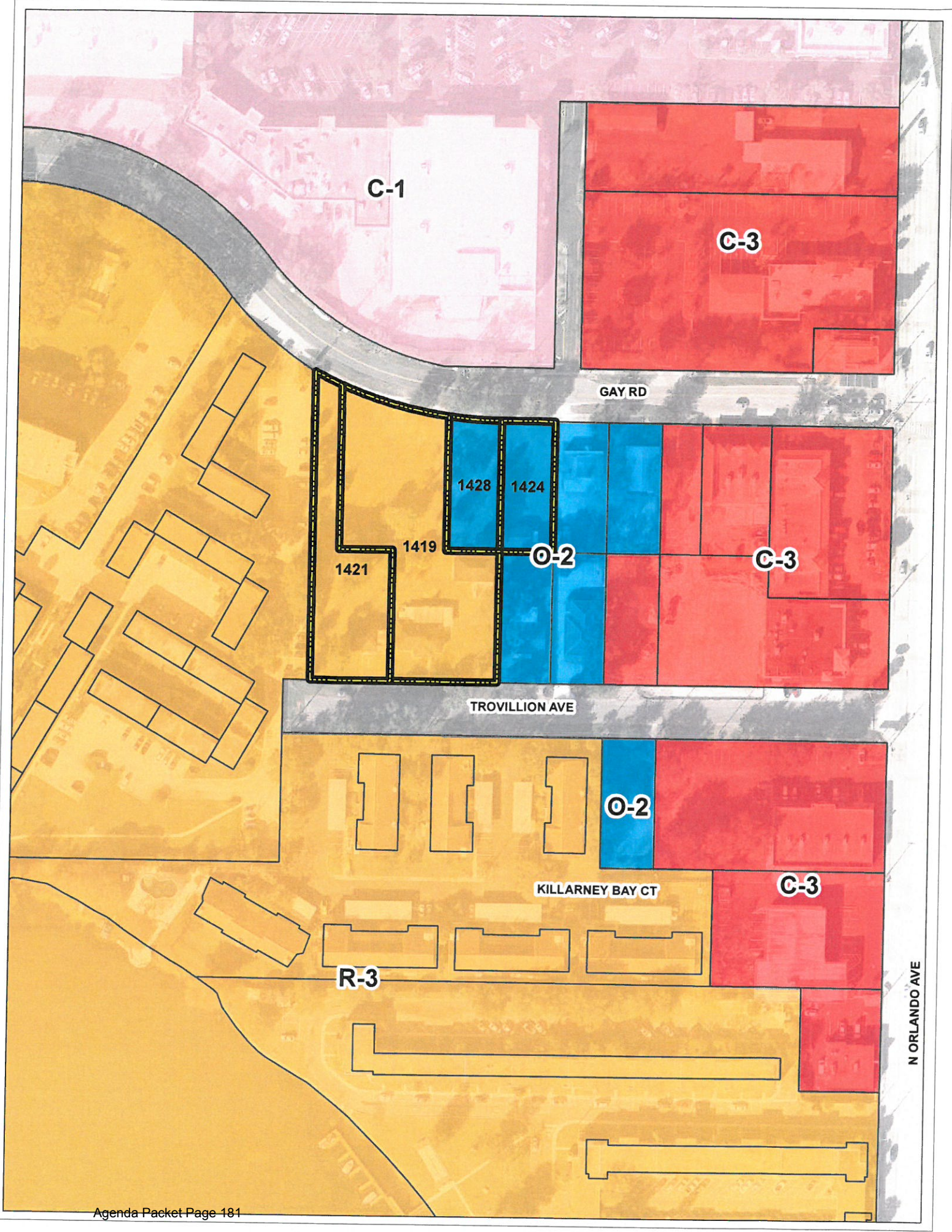
In our opinion, and that of many of our neighbors, Winter Park's west side has been the dumping grounds for commercial development. We believe strongly that we must retain what little residential character we have left. Our neighbors at 1550 Gay Road, The Plymouth, are mainly seniors who walk or use motorized scooters to cross 17-92 to go to the Winter Park Village and to shop at Publix, the only grocery store accessible to people who cannot drive or do not wish to do so. At this point, they are taking their lives in their hands to make this perilous crossing. Imagine what they, and some of our residents, will have to contend with when there are lines of cars of parents dropping off or picking up their children at the proposed day care site. Certainly, with central Florida's reputation for being the deadliest for pedestrians, this should be an important factor in development planning. Right now, cars fly through Gay Road after either flying through the K-Mart Center or coming off Lee Road or 17-92 to avoid the congestion at the intersection of Lee Road and 17-92. Soon, we can expect many more cars pulling into and out of the redeveloped K-Mart center.

We love living in Winter Park. We applaud development and the interest in upgrading the corridors. But Gay Road is NOT a corridor, and we cherish our little bit of green and the feeling that we are living in an oasis in the midst of all the busyness of our city. If the project at 1424-1428 Gay Road consisted of a few town homes, we would feel that at least they were homes with people living in them and would be less opposed to the development. But they are not residences, and we are, therefore, wholeheartedly against this project.

We are communicating by e-mail as we will be traveling on the dates of both the Planning and Zoning Board and City Commission meetings and wanted to have our voices heard. Thank you for your consideration.

Sincerely,  
Jerry and Adrienne Altomari  
1500 Gay Road - #4B  
Winter Park, FL 32789  
407 647-9667      E-mail: [adriennealtoma@yahoo.com](mailto:adriennealtoma@yahoo.com)







Dear Planning and Zoning Board and City Commissioner,

My letter is in regard to the request by Ladybird Academy (the Wal-Mart of daycares) to rezone and bulldoze residential homes (R-3) and build a pre-school/daycare megaplex (C-2).

From my understanding, you're probably tired of the **Not In My Back Yard** type of people trying to prevent any area development that they say somehow affects them. You've probably already heard the noise complaints and the traffic cut through complaints, so I won't even go into those.

Its just probably not the best location for a pre-school and daycare. All of you reading this know that ABC Liquor is doing business like theres a fire sale everyday. Yeah, i've seen you in there. We've got some drinkers in Winter Park and they love their liquor. What kind of statement are we trying to promote in Winter Park by making all of our little ones attend a school right next door to the largest liquor supplier in Winter Park. At least the kids will learn their ABC's a bit faster by reading them right off the giant sign they will be staring on the planned playground. It's working out for Pine Hills, right?

Maybe the kids can meet some of the friendly neighbors living in the surrounding condos, as they walk right past the playground to the liquor store to grab their daily afternoon treat. We had to put gates up on our property to prevent all the cut-through foot traffic of the daily customers. But i'm sure parents don't mind their kids getting social with ~~strangers~~ neighbors!

In reality, it'll probably make my property value go up and I probably won't even hear the kids since im a bit farther back, but like the other 600+ people living in the 4 condos within a rocks throw, most of us moved here to not be around kids. Whether its some have lost their own kids, cannot have them, or just don't like them, we chose the condo life to not see kids. I understand someone dropping millions of dollars to make it happen speaks much louder than the voices of hundreds, but my grandmother always told me to write a letter, so here it is.

PS: Don't build the daycare.

PPS: Build a mongolian grill instead.

Your friendly Winter Park resident,

Nick W.

June 6, 2016

Linda Dozier  
American Institute of Certified Planners, Ret.  
640 Killarney Bay Court  
Winter Park, FL 32789

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

Re: Ladybird Academy

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Linda Dozier

in the last 2 months. Now there  
would be hundreds of more  
cars - especially after Whole  
Foods and the new shopping  
center (and library) at  
Marise Rd.

Please stop the madness!  
if you must build - build  
more homes if you must...  
nice homes, duplexes - but  
no schools!

N. Jill Taylor  
740 Killarney Bay Ct  
Winter Park, FL  
32789

Dear Commissioners,  
I was so very disappointed to  
learn of this "plan", put together  
in March - only two weeks ago.  
I have lived here at Killarney  
Bay for 30 years, and was  
looking forward to selling my  
home - my mortgage - next year  
when I retire. The new school  
will devastate my life's plan.  
The city of Winter Park is not  
taking into consideration the  
people - only money-making  
programs. I feel as the we  
are being rail-roaded and  
it is very sad.  
The traffic is already terrible;  
both my neighbors and also  
myself were near-ended just

Dear Mayor and City of Winter Park Commissioners,  
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**Petition to Prevent LadyBird Academy  
From Being Built  
At 1424-1428 Gay Road &  
1419-1421 Trovillion Avenue**

**To: City Of Winter Park Planning & Zoning Board and  
The City Of Winter Park Commission**

**From: Chateaux Du Lac Condominiums  
Owners & Residents**

1. Traffic on Gay Road at 17-92 is congested at present and the addition of 144 vehicles will degrade and negatively affect daily and peak hour traffic and create additional traffic problems for current residents who use Gay Road at 17-92 for vehicle and foot traffic.

2. The LadyBird Academy building shown on the website is brightly colored and not aesthetically pleasing to look at when visible from a landscaped residential neighborhood.

3. The noise generated by 144 children playing outside at various times of the day on the playground next to Killarney Bay Condominiums will greatly impact the quiet & peaceful nature of our neighborhood that we all enjoy/

*Potential Drainage Issues. Overflow Parking Concerns*  
4. For the above reasons we are all concerned our property values will greatly be impacted & decline.

Name:	ADDRESS + Phone :	Signature :
JENNIS KRISTON	1500 GAY RD 407 628 2353	<i>Jennis Kriston</i>
BARBARA WENDRZYK	1500 GAY Rd 407 644- 7222	<i>Barbara Wendryk</i>
DAVID DOTTEREAU	1500 GAY ROAD 407-761-5972	<i>David Dotterneau</i>
VINCENT WENDZEM	1500 GAY RD 407 619 2295	<i>Vincent Wendzem</i>
Nancy Stricker	1500 Gay Rd 407-625-0252	<i>Nancy Stricker</i>
SHARON HAMILTON	1500 GAY RD 3B 770-329-8026	<i>Sharon Hamilton</i>
TOM TAYLOR	1500 GAY RD #23-D 407-951-7050	<i>Tom Taylor</i>
Jane Erickson	1500 Gay Rd #17D 407-621-6856	<i>Jane Erickson</i>
Marian Locke	1500 Gay Rd #17B 407-622-5625	<i>Marian Locke</i>
PAMELA M. DRESSSELL	1500 GAY RD 17A 910 515 9455	<i>Pamela M. Dressell</i>

Name:	ADDRESS + Phone:	Signature:
Douglas Stroup	1500 Gay Rd #17C	Douglas R. Stroup
GILLIAN EKINS	1500 GAY RD #12B	<i>[Signature]</i>
CHRISTOPHER EKINS	1500 GAY ROAD #12B	<i>[Signature]</i>
Dora Claus	1500 " " 12C	"647-539.3 Dora Claus
James Elder	1500 " " 11A	407-415-2854 JAMES ELDER
Janet Elder	1500 Gay Rd #11A	Janet K. Elder
Jackie Moore	1500 Gay Rd B-10	Jackie Moore
Patricia Roulson	1500 Gay Rd B16	Patricia Roulson
Luise StrangedeSoria	1500 Gay Rd #18A	Luise StrangedeSoria
Steve Cox	1500 Gay Rd #11D	<i>[Signature]</i>
EDWARD COOPER	1500 GAY RD #16C	<i>[Signature]</i>
MATTHEW MENDEZ	1500 GAY RD #16A	<i>[Signature]</i>
DAVID BARWIN	1500 GAY RD 18C	<i>[Signature]</i>
Norma Budwin	1500 Gay Rd 18C	Norma Budwin
Jean Wellington	1500 Gay Rd 12D	Jean Wellington
<i>[Signature]</i>	1500 Gay Rd 11C	James R. Bumgardner
<i>[Signature]</i>	1500 Gay Rd 10A	SCOTT DAVIS
Suzanne Bant	1500 Gay Rd 10D	<i>[Signature]</i>
J. Liet Erickson	1500 Gay Rd 17-D	<i>[Signature]</i>
La Rue Baker	1500 Gay Rd #22B	La Rue Baker
Julie Marcello	1500 Gay Rd #16D	Julie Marcello
Theron Marcello	1500 Gay Rd #16D	Theron Marcello



②

Name:	ADDRESS + Phone:	Signature:
Mildred A. Arnett	1500 Gay Rd. 24B (407) 647-5906	Mildred A. Arnett
Christine McDonald	(407) 740-5049	Christine McDonald
Mary Laessig	1500 Gay Rd. #24-D	Mary Laessig
Phil Edwards	1500 Gay Rd. #25A (407) 411-3433	
Lisa Todd	1500 Gay Rd. #25C (407) 252	Lisa Todd
ELEANOR HALL	4076446460 555 LAKEFRONT BLVD WP	Eleanor Hall
RICHARD W HALL	4076446460 LAKEFRONT BLVD WP.	RWH
Darlene Redse	4073259323 1500 Gay Rd. 215 WP mit	Darlene Redse

Name:	ADDRESS + Phone:	Signature:
IZOB REED	1500 Gay Rd. Apt 9B	[Signature]
BETH C. ALLEN	1500 Gay Rd. Apt 8	Beth C. Allen
Michelle Smith	1500 Gay Rd. 10B	[Signature]
RICHARD SPOELNER	1500 GAY RD, TC	[Signature]
Judith Barry	1500 Gay Rd 9C WP 32789	[Signature]
Nicol T.	1500 Gay Rd Winter Park FL 32789	[Signature]
Erin Sewell	1500 Gay Rd Winter Park FL 32789	[Signature]
Laura Bruce	" " " " apt. 5B	[Signature]
KENNETH HARWOOD	1500 GAY RD, #4D WINTER PARK FL 32789	[Signature]
Joy DeCosta	1500 Gay Rd #5A Winter Park FL	[Signature]
Sam Howell	1500 Gay Rd #6A Winter Park FL	[Signature]

Name:	ADDRESS + Phone:	Signature:
Thomas Thorspecken	1500 Gay Rd Apt 22D	Thomas Thorspecken
Cathleen Daus	1500 Gay Rd 22D	Cathleen Daus
Kiersten Bakowski	1500 Gay Road 27D	Kiersten Bakowski
Lynda G. O'Dell	1500 Gay Rd 21-B	Lynda G. O'Dell
Jim O'Dell	1500 GAY Rd 21-B	James E O'Dell
Erick X. Perez	1500 Gay Rd 2-D	Erick X. Perez
Katarina L. Perez	1500 Gay Rd 2-D	Katarina L. Perez
Heather L. Davis	1500 Gay Rd #2A	Heather L. Davis
Swift A. Davis	1500 Gay Rd #2A	Swift A. Davis
CHARLENE P. CUTLER	1500 GAY RD #1B	Charlene P. Cutler
Peter Oddo	1500 GAY ROAD #1-D 407.489.2770	Peter Oddo
Mike Hamilton	1500 Gay Rd 3-B	Mike Hamilton

Debra Fontenot

I OPPOSE THE  
DAYCARE CENTER  
Beside MY COMMUNITY  
ON GAY ROAD.

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Name:	ADDRESS + Phone :	Signature :
Donnick Serago	610 Killarney Bay Ct	Donnick Serago
Ruth Sittmann	730 Killarney Bay Ct	Ruth Sittmann
Brad Sittmann	730 Killarney Bay Ct	Brad Sittmann
Thor Chase	596 Killarney Bay Ct	Thor Chase
Anne M. Burns	510 Killarney Bay Ct	Anne M. Burns
Johnny Jones	440 Killarney Bay Ct	Johnny Jones
L.W. TAPKE	350 Killarney Bay Ct.	L.W. TAPKE
YLLSON TALO	320 Killarney Bay Ct	YLLSON TALO
Marianne Tapke	350 Killarney Bay Ct.	Marianne Tapke
Terry Godsell	750 Killarney Bay Ct	Terry Godsell

NAME	ADDRESS + Phone	SIGNATURE
R BREWARD	150 KILLARNEY	Robt G. Beward
Chris Laidley	120 Killarney Bay CT	Chris Laidley
Charles Thompson	210 Killarney Bay Ct.	Charles Thompson
Josh Huber	220 Killarney Bay Ct.	Josh Huber
Stephanie Barnes	670 Killarney Bay Ct.	Stephanie Barnes
Linda Dwyer	640 Killarney Bay Ct.	Linda Dwyer
Joanne Crowe	510 Killarney Bay Ct.	Joanne Crowe
Eleanor S. Tennant	430 Killarney Bay Ct.	Eleanor S. Tennant
Billy L. Tennant	430 Killarney Bay Ct.	Billy L. Tennant
Paul Roeder	310 Killarney Bay Ct.	Paul Roeder
MARK DRAY	310 Killarney Bay Ct.	Mark Dray
Mary Lu Sheets	230 Killarney Bay Ct.	Mary Lu Sheets
Walter R	See 760 KILLARNEY Bay	Walter R
Christina Sarago	410 Killarney Bay Ct.	Christina Sarago
Gill Taylor	740 Killarney Bay Ct.	Gill Taylor
Theresa M. Lake	650 Killarney Bay Ct.	Theresa M. Lake
John Ogle	520 Killarney Bay Ct.	John Ogle
Mitzi Jensen	360 Killarney Bay Ct.	Mitzi Jensen
Nancy Potter	570 Killarney Bay Ct.	Nancy Potter
Dennis	660 Killarney Bay Ct.	Dennis
Angela Trull	410 KILLARNEY BAY CT	Angela Trull
Jessica Petrucci	630 KILLARNEY Bay Ct.	JESSICA PETRUCCI
Patricia	710 Killarney Bay Ct.	Patricia
John	660 Killarney Bay	John
John	330 Killarney Bay Ct.	John
Patricia	550 Killarney Bay Ct.	Patricia
Jim	880 Killarney Bay Ct.	Jim





# SAXON COVE

SENIOR LIVING

June 2, 2016

To Whom It May Concern:

Please be advised that our community, Saxon Cove, has been neighbors to Ladybird Academy since January 2013. We currently have 84 apartment homes that have one access road in and out of the community, which is shared with the school. To date, we have not received any complaints regarding traffic being backed up on the access road or at the stop sign, which leads to Saxon Blvd. Also, Ladybird Academy is less than 100 feet from our closest homes & we have not received any complaints regarding noise as well.

If you have any further questions regarding these matters, please feel free to give me a call at 386-259-9874.

Sincerely,



Lilly Sanchez  
Community Director  
Saxon Cove Apartments

