



city commission agenda

March 11, 2019
3:30 PM
Commission
Chamber

mayor & commissioners

seat 1
Gregory Seidel

seat 2
Sarah Sprinkel

Mayor
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.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide the 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. The 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.

*times are projected and
subject to change

agenda

1. Meeting Called to Order

2. Invocation

Parsram Rajaram, IT Director

Pledge of Allegiance

3. Mayor's Report

4. Approval of Agenda

5. City Manager's Report

a. City Manager's Report

3 minutes

6. City Attorney's Report

7. Non-Action Items

8. Citizen Comments | 5 p.m. or soon thereafter

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)
(Three (3) minutes are allowed for each speaker)

9. Consent Agenda

- a. Approve the minutes of February 25, 2019.** 1 minute
- b. Approve the updated Mutual Aid Agreement between the Winter Park Police Department and the Sheriff of Orange County by including Sheriff John W. Mina's signature.** 1 minute
- c. Approve the following formal solicitations:** 1 minute
 - 1. CenturyLink, Danella Construction Corp. of Florida, Frog Holdings, Precision Contracting Services, Summit Broadband, Waterleaf International: ITN-6-2019 – Fiber Optic Connectivity; Authorize staff to enter into negotiations.
 - 2. 15 Lightyears, Inc.: RFP-4-2019 – Financing & Installation of Solar Photovoltaic Electric Generating Systems; Authorize staff to enter into negotiations.
 - 3. Central Florida Environmental Corp.: IFB-8-2019 – Installation of CDS Units; \$293,426
- d. Approve the following piggyback agreement:** 1 minute
 - 1. Central Florida Environmental Corp.: Extension of Seminole County contract #CC-0559-15/RTB – Minor Construction Projects Less Than \$2,000,000; Term spending not to exceed \$1,000,000.
- e. Approve the following contract items:** 1 minute
 - 1. Kimley-Horn & Associates, Inc.: Amendment to RFQ-6-2017 – Continuing Contract for Professional Transportation Planning & Engineering Services – to renew the contract for the third of five possible one-year terms; As-needed basis
 - 2. Comprehensive Engineering Services, Inc.: Amendment to RFQ-6-2017 – Continuing Contract for Professional Transportation Planning & Engineering Services – to renew the contract for the third of five possible one-year

terms; As-needed basis

f. Approve the following purchases: 1 minute

1. Ten-8 Fire Equipment, Inc.: Pierce Quantum Pumper to replace engine 64; Not to exceed \$646,496
2. Orlando Freightliner, Inc.: 2019 Freightliner M2-112 Tandem Axle Dump Truck to replace failing unit in W/WW Construction division; \$112,049
3. Top Line Recreation, Inc.: Azalea Lane Playground Equipment; \$82,655.41

10. Action Items Requiring Discussion

11. Public Hearings

a. Resolution - Establishing a Charter Review Advisory Committee 5 minutes

b. Resolution - Establishing a Library Site Evaluation Advisory Committee 5 minutes

12. City Commission Reports

Appeals and Assistance

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

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



city commission **agenda item**

item type	Invocation	meeting date	3/11/2019
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

subject

Parsram Rajaram, IT Director

motion / recommendation

background

alternatives / other considerations

fiscal impact



city commission **agenda item**

item type	City Manager's Report	meeting date	3/11/2019
prepared by	City Clerk	approved by	City Manager
board approval	final vote		
strategic objective			

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

City Manager's Report

Upload Date

3/4/2019

Type

Cover Memo



city commission city manager's report

item type	meeting date
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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
Quiet zones	Material procurement is completed. Railroad street crossing safety improvements construction started February 11 and is expected to be complete by August 2019.
Seminole County Ditch Drainage Improvement	The hydraulic model has been updated. Staff is scheduling to meet with Seminole County Public Works in early March 2019.
Electric undergrounding	<u>Miles of Undergrounding performed</u> Orwin Manor: 25% complete. Project G: 4.03 miles 70% complete. West of Railroad 97% The removal of the large concrete poles on Lakemont Ave. has started and scheduled to be complete within three weeks. Currently waiting on MOT approval. TOTAL so far for FY 2019: 1.8 miles
Fairbanks transmission	Construction on Fairbanks, west of Orlando Ave., is underway.
Denning Drive	Phase 4 (Canton to Webster) is approximately 60% complete, with nearly all new curbing and sidewalk installed. The section will be closed to through traffic beginning March 18 for 2 weeks to allow for median construction and repaving as the final phase of construction. Road will be substantially complete on April 1 st .
Library Design	The Project is within the City's project budget with plans at 60% completion. Fundraising for the add/alternatives is ongoing with a target of the end of March to report results. The Construction drawing phase will begin in early April and wrap up mid-summer.
Mixed Use	Staff has finalized the public input meetings for Orange Avenue. An open public input meeting will be held at the Winter Park Community Center on March 28 from 5:30 to 7:00PM. Any and all public input is welcome on the community vision for a revitalized Orange Avenue area. An Orange Ave property owner and business owner meeting will be held on April 4 at the Winter Park Welcome Center from 5:30 to 7PM to get input from

	stakeholders in the area on their vision for the area. The public is welcome to attend.
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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.



city commission **agenda item**

item type	Consent Agenda	meeting date	3/11/2019
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

subject

Approve the minutes of February 25, 2019.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

Minutes

Upload Date

2/28/2019

Type

Cover Memo

**REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 25, 2019**

Mayor Steve Leary called the meeting of the Winter Park City Commission to order 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.

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 agenda

City Manager Knight announced changes to the agenda: Items 11-d was pulled by the applicant and staff pulled item 11-e from the agenda.

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

Mayor's Report

a. Check Presentation – Donation by Whiting Family for Phelps Park

Mayor Leary spoke about the generous check presented to the City by the Whiting Family to continue to maintain Phelps Park. The family could not attend the meeting to be recognized.

Other issues

Mayor Leary reported that the City needs to seat a Charter Review Committee and asked the Commissioners to provide a name by the next meeting for consideration. The Mayor will appoint two at-large as well.

Mayor Leary addressed the need with determining how to proceed with the existing library property and will be seating 3-5 people at the next meeting to discuss and provide recommendations to the City Commission as to what to do with that property. Mayor Leary commented that he would be happy to consider suggestions of names from the Commissioners.

City Manager's Report

Commissioner Cooper asked Mr. Knight if he met with the Westside resident; she also wanted to make sure the City is not involved in managing contractors from our grants. Mr. Knight stated the meeting is scheduled for next week and that he also met with Ms. Mary Daniels regarding the undergrounding.

Commissioner Cooper spoke about staff and our attorney working with the Department of Environmental Protection (DEP) and asked how the deed restrictions look for our City parks. City Manager Knight stated they are working through all those and have a conference call with the DEP on Thursday.

City Attorney's Report

Attorney Ardaman spoke about the Canvassing Board requirements of our Charter. After discussion, the following are qualified to serve on the board: Commissioners Seidel, Sprinkel and Cooper. **Motion made by Mayor Leary that Commissioners Seidel, Sprinkel and Cooper serve on the 2019 Canvassing Board, seconded by Commissioner Seidel and carried with a 4-0 vote with Commissioner Weldon abstaining from voting due to his conflict.**

Non-Action Items

a. West Lyman & New York Intersection

Budget Manager Peter Moore presented this agenda item that was for informational and discussion purposes only. He addressed the following: In reviewing the quiet zone gates and their installation, it was determined that approximately half the cost of the whole improvement or about \$300k is related solely to the New York/Lyman intersection. This intersection has long been a difficult one as its size and spanning of the railroad tracks, and often results in driver confusion at the 4-way stop. In reviewing this intersection staff is considering the opportunity of closing off Lyman on the east side of the tracks. In addition to saving funding on the gates installation (approximate savings of \$75k), this potential project would also provide a number of other beneficial enhancements:

- Creates nine additional parking spaces by redesigning the lot behind city hall.
- Offers an event space alternative directly in front of the Welcome Center but close enough to downtown to be an alternative to closing Park Avenue.
- Provides convenient adjacency to the Farmers' Market allowing for potential expansion and creating a natural linkage of activity to Park Avenue.
- Removing the stop signs on New York at the intersection would improve traffic flow along New York Avenue and also potentially improve Fire response times as currently engine traffic is routed down Interlachen, which is a difficult street to use because of the schools/churches presence but has fewer stop signs than New York, currently.

- Allows for enhanced beautification and landscaped space in the downtown. At this high visibility area near the Farmers' Market and our Welcome Center, there are numerous possibilities to add enhancements to the landscape/hardscape.
- While this would remove traffic flow on Lyman across the tracks, there exists multiple alternative parallel connector roads and very few businesses that have access directly to Lyman: parking lots of City Hall, Welcome Center, and the real estate and plaza lot. All of these lots can be accessed by Park or Comstock as the City Hall lot would still allow access through to Lyman.

The contractor doing the quiet zones is planning to do this intersection last, which would put their start date in late March; however, there may be some options for delaying that further if more time is necessary to evaluate this project. Staff is also updating traffic counts on Lyman in addition to reaching out to the business community in cooperation with the Winter Park Chamber of Commerce, who supports this concept. In addition, staff will take this concept to the CRA Advisory Board and Transportation Advisory Board for further review and comment. It is staff's intention to have more complete answers to some of these questions by the first Commission meeting in March to bring this back as an action item for approval, while still taking advantage of the timing on the Quiet Zone project.

Mr. Moore answered questions. Commissioner Cooper addressed her preference not to encourage traffic onto New England Avenue with offload from Lyman Avenue because New England does not have alleys and they need to have service to create another Park Avenue. She did not want to move the traffic onto Fairbanks and spoke about what the City will be facing with the success of SunRail and the buses needed to service the trains. She stated they do not need to be diverting traffic from the Central Business District streets and if they have the ability to go east/west and north/south they better hold onto those. She was not interested in moving this forward.

Commissioner Seidel spoke about unintended consequences and the need to evaluate changes to know what these may be. Commissioner Sprinkel commented she is not prepared to discuss or do this. She stated she does not see the advantages and did not believe it was the right time to move forward. Commissioner Weldon noted he did not intend to take any action on this.

Mayor Leary spoke about potential unintended consequences of this that could either be challenging or be good. He did not support it the way it was presented this evening but that he would be open for further review for other options for the intersection but only if the Transportation Advisory Board further discusses it.

In conclusion, there was not a consensus to move forward with further review.

Consent Agenda

- a. Approve the February 11, 2019 Commission minutes.

- b. Approve the following contracts:
 - 1. Pike Engineering: amendment to RFQ-15-2016 – Continuing Contract for Professional distribution Engineering & Substation Consultant Services; as needed basis.
 - 2. CORE Engineering & Construction, Johnson-Laux Construction, LunDev, Ovation Construction, Tyrell Enterprises, Vanson Enterprises: Amendment to RFQ-11-2018 – Repair & Construction Services; not to exceed \$200,000 per contractor.
- c. Approve the following piggyback agreements:
 - 1. Pace Concrete: City of Eustis contract #007-15 – Concrete Sidewalk, Curb & Gutter; Not to exceed \$400,000
 - 2. Flowers Chemical Laboratories: Extension of City of Ocoee contract #RFP14-002 – Laboratory Services for City Water & Wastewater Facilities; Not to exceed \$100,000
- d. Approve the following formal solicitation:
 - 1. Symbiont Service Corp.: IFB-3-2019 – Geothermal Pool Heater for Cady Way Pool; \$135,047

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

Mayor Leary recognized the large number of parents and children present in support of the approval of the Cady Way pool heater bid. Joe Auer, Blue Dolphins Swim Club thanked the Commission on behalf of everyone present. Parks Director Jason Seeley provided an update on the status of the restrooms at Cady Way. He stated there has not been a need for hot water showers at this time because of being a summer pool but once there is a need shown with the pool heater and use of the pool during the winter, they will move toward adding that additional amenity. Mayor Leary asked that the plan for the Cady Way pool be presented on a future agenda.

Action Items Requiring Discussion

No items.

Public Hearings:

- a. ORDINANCE NO. 3140-19: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 2525 CADY WAY PURSUANT TO THE TOWER LEASE WITH OPTION AS AMENDED BY THE FIRST AMENDMENT ATTACHED THERETO AS EXHIBIT 'A' PROVIDING FOR 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 Seidel.** There were no public comments 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. Request of Rollins College: Final Conditional Use approval for the proposed parking garage to be built on the Rollins College Campus at the corner of Fairbanks Avenue and Ollie Avenue, zoned PQP.

Planning Manager Jeff Briggs provided information concerning the request. Rollins College requested Final Conditional Use approval to build a new on-campus parking garage on the property located at the southwest corner of Fairbanks Avenue and Ollie Avenue with 784 parking spaces. On January 28, 2019, the City Commission, in accordance with the P&Z Board recommendation, approved the Final Conditional Use request for the Dormitory project and the Preliminary Conditional Use for the parking garage. The previous plans for the parking garage were conceptual and included only a general footprint outline of the location with some generalized parking numbers. At this time, the more detailed parking garage plans were now ready for review.

The final design is a split plan which has the front one-third of the parking structure along Fairbanks Avenue at 3-stories/4 levels. The rear two-thirds of the structure toward the Lake Virginia/Dinky Dock park is 4-stories/5 levels. All access to the parking garage from public streets is from Ollie Avenue so there is no direct connection out to Fairbanks Avenue. Ollie Avenue is intended to be widened in that northern section to create a three land section allowing for more stacking at the traffic light for left turns and straight thru/right turn movements.

Mr. Briggs spoke about the trees that will remain and the garage aesthetics. He stated this has met all the City design requirements for parking garages. The P&Z Board made a recommendation for approval with one requirement of a Parking Management Plan that comes to them later to permit joint usage of the garage particularly during the peaks of the Dinky Dock usage.

Staff Recommendation was for final approval of the Conditional Use the Parking Garage pursuant to the design description outlined in the staff report and the plans submitted and with the approval of a Parking Garage Management plan prior to completion, as well as adding identification signage for Dinky Dock.

Mr. Briggs answered questions. Attorney Rebecca Wilson, representing the applicant, thanked Mr. Briggs and spoke about the tree approvals they have received and the tree mitigations. She addressed the parking spaces, the SunTrust garage parking spaces, the installation of sidewalks and the landscape plan.

After discussion, the following was made a caveat of approval: "Rollins owned or controlled parking spaces in the SunTrust building shall only be used for SunTrust building tenants, the Alford Inn, open public parking, existing or future City approved development on the block known as the Lawrence Center, and college purposes."

Attorney Wilson clarified that if they ever need to change the caveat that they would have to propose their plan and obtain Commission approval.

Motion made by Commissioner Weldon to approve the conditional use request as recommended by the Planning and Zoning Board; seconded by Commissioner Sprinkel.

Motion amended by Commissioner Seidel to include the language as provided above by the City Attorney; seconded by Mayor Leary. The amendment carried unanimously with a 5-0 vote.

Motion amended by Commissioner Cooper that the sidewalks and curbs along Ollie Avenue and Fairbanks Avenue be upgraded by Rollins College and that they use deciduous trees to the extent possible to encourage pedestrian comfort and circulation. Motion failed for lack of a second.

Upon a roll call vote, the main motion including the amendment carried unanimously with a 5-0 vote.

- c. Request of Rollins College: Conditional Use approval for Phase II of the Alford Inn (pursuant to the Developer's Agreement, as amended by the City of Winter Park and Rollins College, dated December 16, 2011) to build 73 additional hotel rooms, 12,000 square feet of new spa/health club space, and 2,140 square feet of additional meeting space/gallery, added to the existing Alford Inn at 300 East New England Avenue.

Planning Manager Jeff Briggs addressed the request for conditional use approval that will be built on the existing surface parking lot on site. He stated that everything they are asking for is within the entitlements granted to the college by our existing development agreement. He stated that staff recommends approval with the one condition that Rollins provide stickers and R-Cards that will allow 20 Library employees to park in either the new Ollie garage or in the SunTrust garage, until such time as the new Library is completed.

Motion made by Commissioner Sprinkel to approve the conditional use request, seconded by Commissioner Seidel.

Rollins College President Grant Cornwell spoke in support of their request.

The following spoke in favor of the request:

Jennifer Wandersleben, AdventHealth Administrator
Betsy Gardner Eckbert, CEO Chamber of Commerce
Tracy Klingler, 119 E. Morse Boulevard merchant

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. Request of LG Winter Park Fairbanks LLC: Conditional Use approval for a new 2,000 square foot, 60 seat, Wendy's fast food restaurant with a drive-thru component, and an 8,240 square feet retail/office building at 1308/1324/1350 West Fairbanks Avenue, zoned C-3 and O-1.

This item was removed from the agenda.

- e. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ADDING A NEW SECTION 58-368 GOVERNING FERTILIZER USE WITHIN THE CITY; ADOPTING THE ORANGE COUNTY REGULATIONS PERTAINING TO FERTILIZER USE AND AUTHORIZING COUNTY AND CITY ENFORCEMENT THEREOF WITHIN THE CITY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE First Reading

This item was removed from the agenda.

City Commission Reports:

Commissioner Seidel – No report.

Commissioner Sprinkel – Spoke about the leaf blowers and to make sure the rules are followed. Asked about the date of the Board Appreciation event. After discussion, the event will be held on May 15.

Commissioner Cooper – Spoke about the passing of Egerton Vandenberg and his accomplishments. She asked the Commission to consider in his honor to add camphor trees back onto the protected list because of the trees that used to be lined down the street to his home (the Comstock Harris House located at the end of Bonita). She asked that the City Manager research with our Arborist. After comments, there was not a consensus to move forward with this adding camphor trees back onto the protected list.

Commissioner Cooper thanked the Chamber of Commerce and the Mayor for a wonderful State of the City address on Friday.

She spoke about a resident request to start meetings later and to increase the number of Coffee Talks.

Asked about having a resident survey since it has been a long time since the last one. Commissioner Seidel suggesting talking about this during the budget time.

Commissioner Weldon – No report.

Mayor Leary – No report.

PUBLIC COMMENTS (ITEMS NOT THE AGENDA)

Michael Perelman, 1010 Greentree Drive, spoke about the need to have more diversity with who does the invocation at Commission meetings to be more inclusive of other religions or beliefs.

The meeting adjourned at 5:11 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission **agenda item**

item type	Consent Agenda	meeting date	3/11/2019
prepared by	Police	approved by	City Manager
board approval	final vote		
strategic objective			

subject

Approve the updated Mutual Aid Agreement between the Winter Park Police Department and the Sheriff of Orange County by including Sheriff John W. Mina's signature.

motion / recommendation

Motion to sign an updated agreement of the Mutual Aid Agreement between the Winter Park Police Department and the Sheriff of Orange County by including Sheriff John W. Mina's signature.

background

Every four years, the Winter Park Police Department and the Sheriff of Orange County enter into a Mutual Aid Agreement. The Mutual Aid agreement allows the Winter Park Police Department to request assistance from the Orange County Sheriff's Office and the Orange County Sheriff's Office to request assistance from the Winter Park Police Department when additional resources are needed or an investigation leads to the other's jurisdiction. There were no changes to the agreement other than the Sheriff's name.

alternatives / other considerations

N/A

fiscal impact

None.

ATTACHMENTS:

Description

Agreement

Upload Date

2/28/2019

Type

Cover Memo

MUTUAL AID AGREEMENTS

COMBINED ORANGE COUNTY CITIES

EFFECTIVE THROUGH DECEMBER 31, 2020

**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2019**

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the Sheriff of Orange County, Florida ("OCSO"), and the City of Winter Park, Florida ("City"), have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing parties hereby approve and enter into this Agreement whereby each of the parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

- A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.
- B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City of Winter Park, Florida via U.S. Mail shall be addressed to Chief of Police, Winter Park Police Department, 500 North Virginia Avenue, Winter Park, Florida 32789. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.
- C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
- D. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.
- E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.
- F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.
- G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.
- H. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the City police officer shall notify the OCSO as soon as practicable. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.
1. A City police officer in the unincorporated county witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person.

2. A City police officer in the unincorporated county observes a driver engaging in a pattern of conduct that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law.
 3. A City police officer within Orange County observes, or is notified of, an OCSO deputy needing or requesting assistance.
 4. A City police officer taking law enforcement action pursuant to Section III(H)(1), III(H)(2), or III(H)(3) witnesses a related crime (e.g., resisting).
- I. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.
- J. Except as specifically authorized in Section III(H) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

- A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.
- B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.
- C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:
1. The identity of the complainant.
 2. An address where the complaining party can be contacted.
 3. The specific allegation.
 4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree

in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. **Policy and Training:** Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. **Forfeiture Litigation:** If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the Sheriff and Chief of Police may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. **Powers:** Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. **Law Enforcement Related Off-Duty Employment:** This Agreement does not grant law enforcement powers to City police officers for purposes of law enforcement related off-duty employment.

E. **Damages:** This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

F. **Conflicts with Florida Mutual Aid Act:** In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. **Amendments:** This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. **Governing Law and Venue:** This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA



John W. Mina
as Sheriff of Orange County, Florida

Date: 2/4/19

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 13th DAY OF February 2019.



General Counsel

**WINTER PARK POLICE
DEPARTMENT**



Michael Deal
Chief of Police

Date: 2/22/19

**APPROVED:
WINTER PARK, FLORIDA**

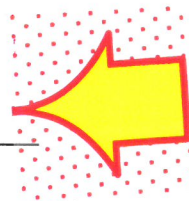
ATTEST: _____

City Clerk

Steve Leary
Mayor

APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____ 2019.

Winter Park Police Department
General Counsel



**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2019**

COMBINED
Winter Park

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the Sheriff of Orange County, Florida ("OCSCO"), and the City of Winter Park, Florida ("City"), have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing parties hereby approve and enter into this Agreement whereby each of the parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

- A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.
- B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City of Winter Park, Florida via U.S. Mail shall be addressed to Chief of Police, Winter Park Police Department, 500 North Virginia Avenue, Winter Park, Florida 32789. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.
- C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
- D. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.
- E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.
- F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.
- G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.
- H. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the City police officer shall notify the OCSO as soon as practicable. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.
1. A City police officer in the unincorporated county witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person.

2. A City police officer in the unincorporated county observes a driver engaging in a pattern of conduct that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law.
3. A City police officer within Orange County observes, or is notified of, an OCSO deputy needing or requesting assistance.
4. A City police officer taking law enforcement action pursuant to Section III(H)(1), III(H)(2), or III(H)(3) witnesses a related crime (e.g., resisting).

I. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

J. Except as specifically authorized in Section III(H) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree

in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. **Policy and Training:** Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. **Forfeiture Litigation:** If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the Sheriff and Chief of Police may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. **Powers:** Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. **Law Enforcement Related Off-Duty Employment:** This Agreement does not grant law enforcement powers to City police officers for purposes of law enforcement related off-duty employment.

E. **Damages:** This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.


F. **Conflicts with Florida Mutual Aid Act:** In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. **Amendments:** This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. **Governing Law and Venue:** This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA



John W. Mina
as Sheriff of Orange County, Florida

Date: 2/14/19

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 12th DAY OF February 2019.



General Counsel

WINTER PARK POLICE
DEPARTMENT



Michael Deal
Chief of Police

Date: 2/22/19

APPROVED:
WINTER PARK, FLORIDA

ATTEST: _____

City Clerk

Steve Leary
Mayor

APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____ 2019.

Winter Park Police Department
General Counsel





city commission agenda item

item type	Consent Agenda	meeting date	3/11/2019
prepared by	Purchasing	approved by	City Manager
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following formal solicitations:

1. CenturyLink, Danella Construction Corp. of Florida, Frog Holdings, Precision Contracting Services, Summit Broadband, Waterleaf International: ITN-6-2019 – Fiber Optic Connectivity; Authorize staff to enter into negotiations.
2. 15 Lightyears, Inc.: RFP-4-2019 – Financing & Installation of Solar Photovoltaic Electric Generating Systems; Authorize staff to enter into negotiations.
3. Central Florida Environmental Corp.: IFB-8-2019 – Installation of CDS Units; \$293,426

motion / recommendation

Commission approve items as presented.

background

Formal solicitations were issued to make these awards.

alternatives / other considerations

N/A

fiscal impact

Items 1 & 2: Total expenditures to be determined.

Item 3: Total expenditure included in approved budget.

ATTACHMENTS:

Description

Formal Solicitations

Upload Date

3/1/2019

Type

Cover Memo



city commission agenda item

item type	Formal Solicitations	meeting date	March 11, 2019
prepared by	Procurement Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
department			
division			
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		final vote

Formal Solicitations

	vendor	item background	fiscal impact	motion recommendation
1.	CenturyLink; Danella Construction Corp. of Florida; Frog Holdings, LLC; Precision Contracting Services, Inc.; Summit Broadband, Inc.; Waterleaf International, LLC	ITN-6-2019 – Fiber Optic Connectivity	Total expenditure to be determined.	Commission authorize staff to enter into negotiations.
2.	15 Lightyears, Inc.	RFP-4-2019 – Financing & Installation of Solar Photovoltaic Electric Generating Systems	Total expenditure to be determined.	Commission authorize staff to enter into negotiations.
3.	Central Florida Environmental Corp.	IFB-8-2019 – Installation of CDS Units	Total expenditure included in approved budget. Amount: \$293,426	Commission approve the contract award and authorize the Mayor to execute.
Fawsett Road & Kings Way: \$167,713 Highland Road: \$125,713				



city commission agenda item

item type	Consent Agenda	meeting date	3/11/2019
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following piggyback agreement:

1. Central Florida Environmental Corp.: Extension of Seminole County contract #CC-0559-15/RTB – Minor Construction Projects Less Than \$2,000,000; Term spending not to exceed \$1,000,000.

motion / recommendation

Commission approve item as presented.

background

A formal solicitation was issued to award the originating contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budget.

ATTACHMENTS:

Description	Upload Date	Type
Backup	3/4/2019	Cover Memo



city commission agenda item

item type	Piggyback Agreements	meeting date	March 11, 2019
prepared by department division	Procurement 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

Piggyback Contracts

	vendor	item background	fiscal impact	motion recommendation
1.	Central Florida Environmental Corp.	Extension of Seminole County contract #CC-0559-15/RTB – Minor Construction Projects Less Than \$2,000,000	Total expenditure included in approved budget. Not to exceed \$1,000,000	Commission approve the extension and authorize the Mayor to execute.



city commission agenda item

item type	Consent Agenda	meeting date	3/11/2019
prepared by	Purchasing	approved by	City Manager
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following contract items:

1. Kimley-Horn & Associates, Inc.: Amendment to RFQ-6-2017 – Continuing Contract for Professional Transportation Planning & Engineering Services – to renew the contract for the third of five possible one-year terms; As-needed basis
2. Comprehensive Engineering Services, Inc.: Amendment to RFQ-6-2017 – Continuing Contract for Professional Transportation Planning & Engineering Services – to renew the contract for the third of five possible one-year terms; As-needed basis

motion / recommendation

Commission approve items as presented.

background

A formal solicitation was issued to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.

ATTACHMENTS:

Description	Upload Date	Type
Contracts	3/1/2019	Cover Memo



city commission agenda item

item type	Contracts	meeting date	March 11, 2019
prepared by department division	Procurement 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.	Kimley-Horn & Associates, Inc.	Amendment to RFQ-6-2017 – Continuing Contract for Professional Transportation Planning & Engineering Services – to renew the contract for the third of five possible one-year terms	Total expenditure included in approved budget. As-needed basis	Commission approve the amendment and authorize the Mayor to execute.
2.	Comprehensive Engineering Services, Inc.	Amendment to RFQ-6-2017 – Continuing Contract for Professional Transportation Planning & Engineering Services – to renew the contract for the third of five possible one-year terms	Total expenditure included in approved budget. As-needed basis	Commission approve the amendment and authorize the Mayor to execute.



city commission agenda item

item type	Consent Agenda	meeting date	3/11/2019
prepared by	Purchasing	approved by	City Manager
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following purchases:

1. Ten-8 Fire Equipment, Inc.: Pierce Quantum Pumper to replace engine 64; Not to exceed \$646,496
2. Orlando Freightliner, Inc.: 2019 Freightliner M2-112 Tandem Axle Dump Truck to replace failing unit in W/WW Construction division; \$112,049
3. Top Line Recreation, Inc.: Azalea Lane Playground Equipment; \$82,655.41

motion / recommendation

Commission approve items as presented.

background

Items 1 & 2 are being purchased utilizing Florida Sheriff's Association contracts FSA18-VEF13.0 and FSA18-VEH16.0, respectively.

Item 3 is being purchased utilizing Osceola County School District contract SDOC-16-B-087-LH.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.

ATTACHMENTS:

Description	Upload Date	Type
\$75k+ Purchases	3/1/2019	Cover Memo



city commission agenda item

item type	Purchases over \$75,000	meeting date	March 11, 2019
prepared by department division	Procurement Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Purchases over \$75,000

	vendor	item background	fiscal impact	motion recommendation
1.	Ten-8 Fire Equipment, Inc.	Pierce Quantum Pumper to replace engine 64	Total expenditure included in approved budget. Not to exceed \$646,496	Commission approve the purchase.
Florida Sheriff's Association contract #FSA18-VEF13.0 is being utilized to make this purchase.				
2.	Orlando Freightliner, Inc.	2019 Freightliner M2-112 Tandem Axle Dump Truck to replace failing unit in W/WW Construction division	Total expenditure included in approved budget. Amount: \$112,049	Commission approve the purchase.
Florida Sheriff's Association contract #FSA18-VEH16.0 is being utilized to make this purchase.				
3.	Top Line Recreation, Inc.	Azalea Lane Playground Equipment	Total expenditure included in approved budget. Amount: \$82,655.41	Commission approve the purchase.
Osceola County School District contract #SDOC-16-B-087-LH is being utilized to make this purchase.				



city commission **agenda item**

item type	Public Hearings	meeting date	3/11/2019
prepared by	City Clerk	approved by	City Manager
board approval	final vote		
strategic objective			

subject

Resolution - Establishing a Charter Review Advisory Committee

motion / recommendation

Adopt the resolution.

background

The City has the ability to evaluate and revise the Charter every 10 years. The Committee will review the Charter and make recommendations to the City Commission for potential modifications to the Charter. Upon majority approval of the recommendations, the modifications will appear on the March 2020 ballot for approval or denial by the voters of Winter Park. This resolution sets forth the membership, scope and termination of the committee. The work will be concluded by September 30, 2019.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

Resolution

Upload Date

3/5/2019

Type

Cover Memo

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF WINTER PARK ESTABLISHING A CHARTER
REVIEW ADVISORY COMMITTEE; PROVIDING FOR
SUNSET AND AN EFFECTIVE DATE.**

WHEREAS, in accordance with Section 1.03(c), City of Winter Park Charter, the City Commission hereby creates a temporary seven member Charter Review Advisory Committee for the purpose of evaluating the City Charter for potential amendments and making recommendations concerning the same to the City Commission; and

WHEREAS, the Winter Park City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Winter Park.

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

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Creation.** The City Commission hereby creates the Charter Review Advisory Committee (“Committee”) for the purpose of evaluating the City Charter for potential amendments and making recommendations concerning the same to the City Commission. The Committee is an ad hoc committee which is intended to sunset as set forth herein. The Committee shall consist of seven (7) members being residents of the City of Winter Park. The Mayor and each Commissioner shall nominate for appointment a member to the Committee for approval by the City Commission. The Mayor shall nominate an additional two (2) members at large for approval by the City Commission. The Committee shall elect from its membership a Chair and Vice Chair. The Committee shall generally follow the rules set forth in Chapter 2, Article III, Division 2, City of Winter Park Code of Ordinances. The recommendations of the Committee to the City Commission must be approved by a majority vote of the Committee. The City Manager (or designee), City Clerk and City Attorney shall provide reasonable assistance to the Committee as needed.

Section 3. **Sunset.** The Charter Review Advisory Committee shall commence on or about April 1, 2019 and sunset and terminate on September 30, 2019, unless terminated earlier or extended by majority vote of the City Commission.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this ____ day of _____, 2019.

Steve Leary, Mayor

Attest:

Cynthia Bonham, City Clerk



city commission **agenda item**

item type	Public Hearings	meeting date	3/11/2019
prepared by	City Clerk	approved by	City Manager, City Attorney
board approval	final vote		
strategic objective			

subject

Resolution - Establishing a Library Site Evaluation Advisory Committee

motion / recommendation

Adopt the Resolution.

background

This Resolution will create the committee to evaluate the reuse of the library site located at 460 E. New England Avenue.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

Resolution

Upload Date

3/5/2019

Type

Cover Memo

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF WINTER PARK ESTABLISHING A LIBRARY
SITE EVALUATION ADVISORY COMMITTEE;
PROVIDING FOR SUNSET AND AN EFFECTIVE DATE.**

WHEREAS, in accordance with Chapter 2, Section 2-48(n), City of Winter Park Code of Ordinances, the City Commission hereby creates a temporary XXX member Library Site Evaluation Advisory Committee for the purpose of evaluating the reuse of the library site located at 460 E. New England Avenue and making recommendations concerning the same to the City Commission; and

WHEREAS, the Winter Park City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Winter Park.

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

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Creation.** The City Commission hereby creates the Library Site Evaluation Advisory Committee (“Committee”) for the purpose of evaluating the reuse of the library site located at 460 E. New England Avenue and making recommendations concerning the same to the City Commission. The Committee is an ad hoc committee which is intended to sunset as set forth herein. The Committee shall consist of XXXXX (X) members being residents of the City of Winter Park. The Mayor shall nominate for appointment members to the Committee for approval by the City Commission. The Committee shall elect from its membership a Chair and Vice Chair. The Committee shall generally follow the rules set forth in Chapter 2, Article III, Division 2, City of Winter Park Code of Ordinances. The recommendations of the Committee to the City Commission must be approved by a majority vote of the Committee. The City Manager (or designee) shall provide reasonable assistance to the Committee as needed.

Section 3. **Sunset.** The Library Site Evaluation Advisory Committee shall sunset and terminate on August 31, 2019, unless terminated earlier or extended by majority vote of the City Commission.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this ____ day of _____, 2019.

Steve Leary, Mayor

Attest:

Cynthia Bonham, City Clerk