

welcome

agenda

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 commend 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*

1. Meeting Called to Order

2. Invocation

Pastor Weaver Blondin, Mt. Moriah Missionary Baptist Church

Pledge of Allegiance

- 3. Approval of Agenda
- 4. Mayor's Report
- 5. City Manager's Report

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 September 9, 2019 1 minute

b. Approve the following contract items:

1 minute

- ARAG North America: Extension of existing contract for employee Legal Shield services through 9/30/2021; No fiscal impact to be incurred by the city.
- 2. Florida Division of Emergency Management: WPFD Homeland Security Grants for upgrades to its MARC radio system; No fiscal impact to be incurred by the city.
- 3. Foster & Foster: Actuarial services for FY2019-2022; Not to exceed \$16,000.
- Heart Utilities of Jacksonville: RFP-10-2019 Electric Utility Construction & Maintenance Services; Not to exceed \$2,500,000.

c. Approve the following HIDTA pass-through 1 minute purchases:

1. Purchase orders for specialized, confidential investigative services and facility expenses; \$80,000, \$85,000, \$180,000 and \$186,000.

d. Approve the following piggyback agreement: 1 minute

- Odyssey Manufacturing Co.: Extension of existing piggyback of City of Daytona Beach contract #0115-1900 for the provision of sodium hypochlorite; Not to exceed \$152,000.
- e. Approve extension of the Orange Avenue 5 minutes Overlay Steering Committee through December 31st, 2019

10. Action Items Requiring Discussion

a. Florida Department of Environmental 5 minutes Protection Agreement-Howell Branch

Execution of the grant agreement between Winter Park and the Florida Department of Environmental Protection for purchase

and improvement of parcels along Howell Branch Creek.

- **b.** State and Federal Legislative Priorities 10 Minutes
- c. Request for Institutional Support from the 20 minutes Affordable/Workforce Housing Fund

11. Public Hearings

- a. Fee Schedule effective October 1, 2019
- b. Resolution Designating 2230 Howard Drive as 15 minutes a Historic Resource on The Winter Park Register Of Historic Places

12. City Commission Reports

13. Millage and Budget Public Hearings (To be held after 5:00 pm.)

- **a.** Ordinance Adopting FY20 Millage Rate (2) 5 minutes
 Ordinance adopting millage rates for the FY 2020
 budget.
- b. Ordinance Adopting FY20 Budget (2) 20 minutes Ordinance adopting the fiscal year 2020 budget.

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 9/23/2019
prepared by City Clerk	approved by
board approval final vote	
strategic objective	

subject

Pastor Weaver Blondin, Mt. Moriah Missionary Baptist Church

motion / recommendation

background

alternatives / other considerations

fiscal impact

City commission agenda item

item type City Manager's Report	meeting date 9/23/2019
prepared by Assistant City Manager	approved by
board approval final vote	
strategic objective	

<u>subject</u>

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS: Description City Manager's Report

Upload Date 9/16/2019 Type Cover Memo



item type

meeting date

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.

9/23/19 meeting

issue	update	
Quiet Zones	Railroad street crossing safety improvements construction started February 11 and is expected to be complete by September 2019. Quiet Zones implementation is expected by end of 2019.	
Seminole County Ditch Drainage Improvement	The hydraulic model has been updated. Seminole County is reviewing the improvement alternatives and will provide the City feedback regarding participation and phasing over a 5 year capital improvement plan.	
Electric Undergrounding	Miles of Undergrounding performedProject G: 4.1 miles 82% complete.Project H: 2.5 miles 25% complete.Denning south: 0.5 miles 40% completeTOTAL so far for FY 2019: 4.4 miles	
Fairbanks Transmission	Duct bank installation is proceeding toward I-4. Clay and Cherry Street will experience closures scheduled the last week of September that will last a week. March 2020 is the estimated completion date for the Fairbanks project.	
Canopy Project	Project currently in Construction Drawings (CD's) phase. CD's scheduled to be complete in October.	
Orange Avenue Overlay Steering Committee	The Orange Avenue Overlay Steering Committee had to cancel their eighth meeting due to Hurricane Dorian. However, Planning staff is going to make a request to the City Commission at their September 23rd meeting to extend the life of the Steering Committee to December 1st. This extension will allow time to make-up the cancelled meeting and allow the Steering Committee more time to make thoughtful and complete recommendations to the Commission on the draft language of the Overlay.	
Greenway/Connectivity Plan	Planning staff is going to post the Senior Transportation Planner	

Old Library Site Task Force	The Winter Park Day Nursery attended the last meeting on September 11th and the Task Force reviewed a draft version of the final report. Continued refinements to the report will be made at their next meeting on September 25th. The goal is to complete the report by the end of September and provide a presentation to the Commission in October.	
Charter Review Advisory Committee	The next meeting is scheduled for September 20th at Noon p.m. Meetings are subject to change or cancellation if there is not a quorum. Agendas will be posted on the website. Presentation of recommendations to Commission is scheduled for September 23rd at 6:00 p.m.	
MLK Park Plan	Previously performed project scope of MLK Park is being reexamined by staff and will return with recommendations regarding different levels of potential improvements. CRA has ability to address some improvements at this site with potential funding as part of CRA CIP.	
Drainage Plan for City	At the CRA Agency meeting in July, \$350k was approved to masterplan stormwater concerns in the CRA area. Preliminary concepts are being developed and vetted. This process will progress to the entire city as the CRA portion is completed.	
Parks and Recreation Bike Path and Green Spaces Plan	Will be part of the overall Transportation Master Plan being performed by the Planning and Public Works Departments.	
Corridor Traffic Model beyond the CRA FY 20	CRA has \$200k in contractual services for FY 20 which could be used for this project.	
17/92 PDE Intersection improvements beyond the CRA FY20	CIP contributions from General Fund for the 17/92 project can be added to the CIP, either allocating now or closer to the start date when the project is announced after I-4 Ultimate Project completion.	
New Vehicle Purchase	Staff is meeting internally to review potential sustainable upgrade options into the fleet. Review of cost considerations, feasibility, and how other cities have approached this, are underway. Staff will also attend OUC's meeting roundtable on electric vehicles coming up later in the month of September.	
Circulator Shuttle	Staff is looking at grant opportunities and possible use of County- led one cent sales tax increase.	
Lakemont Avenue	Scope to be determined. Work to be tentatively performed by new transportation planner position in conjunction with the Public Works and Planning Departments.	
17/92 Corridor Modeling	Staff is currently working with FDOT Arterial Team to assess needs and scope for model development and funding needs. CRA has reserved funds for this project. Staff met with FDOT on Sept 10th regarding the entire streetscape project and has asked for any updates regarding timing of this project. FDOT hopes to have 60% plans designed by Feb 2020. The city will work with FDOT on design and other associated improvements such as coordinating of utility undergrounding and water & sewer improvements, over the next couple months.	

	Public Works to review and return with recommendations. Public
Lakes Health Analysis	works will provide data detailing historic and existing lake water
	quality.

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 9/23/2019
prepared by City Clerk	approved by
board approval final vote	
strategic objective	

subject

Approve the minutes of September 9, 2019

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS: Description Minutes of September 9, 2019

Upload Date 9/17/2019 Type Cover Memo

REGULAR MEETING OF THE CITY COMMISSION SEPTEMBER 9, 2019

Mayor Steve Leary called the meeting of the Winter Park City Commission to order at 5:00 p.m. in the Commission Chambers, 401 South Park Avenue, Winter Park, Florida. Finance Director Wes Hamil provided the invocation, followed by the Pledge of Allegiance.

<u>Members present</u>: Mayor Steve Leary Commissioner Greg Seidel Commissioner Carolyn Cooper (arrived at 6:08) Commissioner Todd Weaver Commissioner Sarah Sprinkel <u>Also Present</u>: City Manager Randy Knight City Attorney Dan Langley City Clerk Rene Cranis

<u>Approval of agenda</u>

Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Seidel and carried unanimously with a 4-0 vote. Commissioner Cooper arrived late.

<u>Mayor's Report</u>

Mayor Leary thanked John Rivers for opening his restaurants on Sunday during Hurricane Dorian to support relief efforts in the Bahamas.

City Manager's Report

Mr. Knight stated that the joint work session with the Charter Review Committee has been tentatively set for September 24th. Mayor Leary stated he is not available for that meeting. After discussion, staff will look at alternate dates to accommodate all members of the Commission. (Scheduled for

Commissioner Cooper arrived at 6:08.

Commissioner Seidel suggested that the Lakemont Avenue Project listed on the City Manager's report be changed to Lakemont Avenue Roadway Diet Study to avoid the misconception that additional lanes are being considered. He believes the intent is for Lakemont Avenue to be similar to Denning Drive and that part of the study includes a trail. Commissioner Sprinkel stated that as the project is not defined, the title should be general.

Commissioner Weaver commented on the area to be included in the study, which he understood to be Lakemont Avenue, north of Aloma Avenue. Commissioner Seidel stated that he believes the area extends south of the hospital to the bike trails. Commissioner Sprinkel stated she supported this study but not for just one area and not just for bike trails. Commissioner Cooper opposed referring to this as a diet study but agreed with Commissioner Seidel that clarification must be made on the scope of the study.

Commissioner Weaver suggested it be a multimodal study. Mayor Leary suggested that the scope of the study should be defined before determining the title of the study. (Clarification was made in the September 23 report stating that scope of the project has not been determined.)

Commissioner Cooper asked that legislative priorities be added to an upcoming agenda as committee meetings will be starting this month.

In response to Commissioner Cooper's question regarding disposition of the post office, Mr. Knight stated that he will provide regulations for disposition of Federal property.

Commissioner Cooper asked for the restrictions/requirements on use of Affordable Housing fees. Mr. Knight stated that he will send a copy of the ordinance to the Commission.

Public Hearings:

a. Adopting FY 20 Millage Rate:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A 0.1361 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011, AND A 0.3021 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2017 First Reading

b. Adopting Fiscal year 2020 Budget:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, AFFORDABLE HOUSING TRUST FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND,

MAINTENANCE FUND, EQUIPMENT REPLACEMENT FLEET FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2019; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.

Simultaneous public hearings were held on the millage rate and budget ordinances.

Mayor Leary explained the millage rate needed for FY 2020 to generate the same revenue as in FY 2019 and the proposed millage rate, which will remain unchanged but will result an increase in property taxes due to the increase in assessed property values. He reviewed the voted debt service millage rates to cover bonds issued.

Attorney Ardaman read the ordinances by title.

Mr. Knight explained that the millage rate ordinance was revised to include the recommendations of City Attorney Langley to state the millage rate in dollars per \$1,000 of assessed property value. He stated that the budget reflects changes that were made and approved by the Commission in its last meeting. He stated that the 5-year Capital Improvement Plan (CIP) was revised to correct an error in a calculation in the Estimated 5-year Cost.

Commissioner Cooper stated that she would like the athletic fields on Lee Road to remain in the CIP to address in the longer term. Mayor Leary stated that he supports its removal from the CIP since there are no definite plans for that property. Commissioner Cooper stated that its inclusion would indicate to the public that the property is not surplus and is unavailable for purchase. She suggested that this be part of strategic planning. After discussion, consensus was to include it in the CIP as a long-term need.

Commissioner Weaver asked for clarification and additional information on items in the CRA CIP: West Comstock Parking Improvements, Harper Streetscape Improvements, MLK Landscaping and Parking Improvements, and 17-92/PD&E Streetscape.

Public Works Director Troy Attaway provided details on the West Comstock and Harper Streetscape projects which resulted in the difference in the estimated cost. He added that the Harper Street project has not yet been designed and that the estimated costs have not been reviewed by staff. Commissioner Weaver stated that the MLK and 17-92 projects are not planned for FY 2020 and suggested that funding be moved from FY 2020 to FY 2023. Mayor Leary stated that if the projects are not planned for FY 2020, then CRA funds should be re-allocated in future years.

Mr. Knight advised that the projects have not been scheduled and explained that the CRA Agency approved the allocation of funds and the funds could be moved forward to a future year in compliance with new State Statutes.

In response to comments by Mayor Leary, Attorney Ardaman confirmed that any changes to the CRA budget would have to go back to the CRA Agency for approval, and an amendment to the CRA budget would, in essence, result in disapproval of the budget. Mayor Leary acknowledged Commissioner Weaver's concerns and stated he is not in favor of delaying the process although he would support moving the funds for the 17-92 project to a future year.

Mr. Knight clarified that funds must be re-allocated by the CRA Agency.

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

Motion made by Commissioner Weaver to remove the MLK Landscaping and Parking Improvements and Harper Streetscape Improvements from the CRA Capital Improvement Projects. Failed for lack of second.

Attorney Ardaman confirmed that the CRA Agency must approve the CRA budget in order for the City to establish the millage rate. Any changes must be sent back to the CRA Agency. He stated that Commissioner Weaver would have to make a negative motion with the CRA budget going back to the CRA Agency resulting in the disapproval of the budget.

Mr. Knight stated that failure to pass the budget on first reading may require extraordinary notice. He suggested passing the budget on first reading, convening a CRA Agency meeting to consider the amendment and then move forward with second reading of the budget.

Discussion followed on options and outcomes to revise the CRA CIP budget and adopt the budget ordinance. Attorney Ardaman advised Commissioner Weaver that, if it is his intent, the appropriate motion would be to request a CRA Agency meeting prior to second reading of the budget ordinance.

Motion made by Commissioner Weaver to have a CRA Agency meeting before the second reading of the budget; seconded by Commissioner Cooper. Commissioner Sprinkel said although she is not opposed to making the changes she is opposed to making them at the "eleventh hour" and holding up adoption of the budget. She spoke in favor of the CRA Agency looking at this but not tying it to the budget. Mayor Leary agreed and stated that it is a matter of re-allocating funds to a different year and feels there is no need for a CRA Agency meeting.

The following residents spoke about Lake Midget and the problems with the fountain, pump and stormwater and asked that the city make the repairs to make the fountain functional:

Chuck Almand, 1035 N. Kentucky Avenue Richard Snodgrass, 731 Midget Drive Sonia McClain, 935 N. Kentucky Avenue

No other public comments were made.

Mayor Leary asked whether this needs to be addressed in the budget. Mr. Knight stated that staff will assess the problem and bring back information for second reading of the budget.

Commissioner Seidel stated that he considers the additional revenue generated by the increase in assessed property values to be a surplus and would like it to be spent on transportation projects.

Upon a roll call vote to schedule a CRA Agency meeting, Commissioners Cooper and Weaver voted yes. Mayor Leary and Commissioners Seidel and Sprinkel vote no. The motion failed with a 2-3 vote.

Upon a roll call vote on the motion to approve the millage rate ordinance, Mayor Leary and Commissioners Seidel, Sprinkel and Cooper voted yes. Commissioner Weaver voted no. The motion carried with a 4-1 vote.

Upon a roll call vote on the motion to approve the budget ordinance, Mayor Leary and Commissioners Seidel, Sprinkel and Cooper voted yes. Commissioner Weaver voted no. The motion carried with a 4-1 vote.

Public Comments (Items not on the agenda)

Joan Cason, 1915 Woodcrest, expressed her concern for the safety of pedestrians due to a protruding tree stump in front of their condominium complex.

Donna Colado, 327 Beloit Avenue, commented on the inconsistency of city task forces such the size of the boards, majority versus super-majority, voting on matters by phone, and how appointments are made. She suggested procedures be adopted for consistency.

<u>City Attorney's Report</u>

Commissioner Seidel spoke about e-mails he has been receiving regarding the dangers of 5G Technology and the potential for a lawsuit. Attorney Ardaman stated that no response is required and he will send an e-mail to members of the Commission with information and how to respond. Mr. Knight stated that he responded to e-mails stating the city could pre-empt it. Discussion followed on the potential for lawsuits.

Consent Agenda

- a. Approve the minutes of September 26, 2019.
- b. Approve the following contract items:
 - 1. Onix Networking; SeeWriteHear: RFP-17-2019 ADA PDF Remediation Services; not to exceed \$150,000.

Motion made by Commissioner Cooper to approve the Consent Agenda; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. There were no public comments made.

City Commission Reports:

<u>Commissioner Seidel</u> – Commissioner Seidel stated he received information from the post office regarding mailboxes and met with Mr. Knight who is going to review the information and respond to him.

<u>Commissioner Sprinkel</u> – Commissioner Sprinkel stated that her Coffee Talk is Thursday, September 12th.

<u>Commissioner Cooper</u> – Commissioner Cooper asked for consensus on her request made previously for staff to do an analysis of lakefront setbacks as it relates to accessory buildings and non-conforming uses and recommend changes to the code with input from the Lakes Board. Commissioner Seidel stated that the Planning and Zoning Board addresses setback requirements and variances on a case by case basis. He feels that there are a small number of locations and the analysis may not be necessary.

After a brief discussion, consensus was that because this impacts few properties and matters regarding setbacks can be addressed as they arise on a case by case basis.

<u>Commissioner Weaver</u> – Commissioner Weaver asked Commissioner Cooper if she would be willing to talk to the Lakes Board about lakefront setbacks. Commissioner Cooper replied yes.

Commissioner Sprinkel expressed her opposition to the idea of individual commissioners speaking to city boards.

Mayor Leary said he feels that it subverts what the Commission decides based on recommendations of those boards. Board members and residents have expressed their concern about receiving input by individual commissioners.

Attorney Ardaman advised that Commission members have the freedom to approach a board or committee except in the case of quasi-judicial matters such as those heard by the Planning and Zoning board where recommendations are made to the City Commission. He advised that if a member of the Commission wishes to address a city board, they clearly state that their comments are made as an individual not as a member of the Commission and that their comments should be taken as such.

Commissioner Weaver stated that but he has not given direction to a city board but will provide information if asked.

Mayor Leary said he feels members of the Commission are looked at differently when present at board meetings and suggested a policy could be adopted to address Commission member's interaction with city boards. Commissioner Seidel suggested that the Charter Review Committee consider this as part of their review.

Commissioner Weaver complimented Vanessa Balta Cook and Megan Johansson on a successful watershed cleanup at Lake Bell. The next cleanup will be at Lake Chelton next month.

Mayor Leary asked for the status on the documenting non-conforming boat houses. Mr. Attaway stated that staff is documenting the historical boat houses to determine whether they can be rebuilt under today's codes and then discuss possible amendments to the code.

Mayor Leary thanked staff for their hard work in preparing for Hurricane Dorian and for restoring power quickly to the small number of residents who experienced outages.

The meeting adjourned at 6:24 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Rene Cranis, CMC



item type Consent Agenda		meeting date 9/23/2019
prepared by Purchas	sing	approved by
board approval	final vote	
strategic objective	Fiscal Stewardship	

Approve the following contract items:

- 1. ARAG North America: Extension of existing contract for employee Legal Shield services through 9/30/2021; No fiscal impact to be incurred by the city.
- 2. Florida Division of Emergency Management: WPFD Homeland Security Grants for upgrades to its MARC radio system; No fiscal impact to be incurred by the city.
- 3. Foster & Foster: Actuarial services for FY2019-2022; Not to exceed \$16,000.
- 4. Heart Utilities of Jacksonville: RFP-10-2019 Electric Utility Construction & Maintenance Services; Not to exceed \$2,500,000.

motion / recommendation

Commission approve items as presented.

background

Item 3: Proposals received from 3 firms; contract awarded based on lowest cost.

Item 4: RFP-10-2019 was issued and negotiations conducted in order to award the contract.

alternatives / other considerations

N/A

fiscal impact

Items 1 & 2: No fiscal impact to be incurred by the city.

Item 3: Total expenditure throughout the duration of the contract term not to exceed \$16,000.

Item 4: Total expenditure under the initial contract term not to exceed \$2,500,000.

ATTACHMENTS:

Description Contracts Upload Date 9/17/2019 Type Cover Memo



item type	Contracts	meeting date September 23, 2019	
prepared by department division	Procurement Division	approved by City Manager City Attorney N A	
board approval		□ yes □ no ■ N A final vo	ote

Contracts

	vendor(s)	item background	fiscal impact	motion recommendation
1.	ARAG North America	Extension of existing contract for employee Legal Shield services through 9/30/2021	No fiscal impact to be incurred by the city.	Commission approve the amendment and authorize the Mayor to execute.
2.	Florida Division of Emergency Management	WPFD Homeland Security Grants for upgrades to its MARC radio system	No fiscal impact to be incurred by the city.	Commission approve the grant agreements and authorize the Mayor to execute.
3.	Foster & Foster	Actuarial services for FY2019-2022	Total expenditure not to exceed \$16,000 throughout the duration of the contract term.	Commission approve the agreement and authorize the Mayor to execute.
4.	Heart Utilities of Jacksonville	RFP-10-2019 – Electric Utility Construction & Maintenance Services	Total expenditure under the initial contract term not to exceed \$2,500,000.	Commission approve the agreement and authorize the Mayor to execute.



item type Consent Agenda		meeting date 9/23/2019
prepared by Purchas	sing	approved by
board approval	final vote	
strategic objective	Fiscal Stewardship	

Approve the following HIDTA pass-through purchases:

1. Purchase orders for specialized, confidential investigative services and facility expenses; \$80,000, \$85,000, \$180,000 and \$186,000.

motion / recommendation

Commission approve item as presented.

background

The city participates in a joint task force identified as HIDTA (High Intensity Drug Trafficking Agency). Much of the activity of HIDTA is confidential and the information exempt pursuant to several provisions of Florida law, including Section 119.071(2), Florida Statutes, relating to information revealing surveillance techniques and procedures, personnel involved in surveillance techniques and procedures, and criminal investigative techniques and procedures. Estimated HIDTA funding for FY2020 is \$958,661.

alternatives / other considerations

N/A

fiscal impact

No fiscal impact to be incurred by the city. All expenses related to HIDTA activity shall be paid by grant funding awarded to HIDTA by the federal government.

ATTACHMENTS:

Description HIDTA \$75k+ Purchases Upload Date 9/10/2019

Type Cover Memo



Item type	Consent Agenda	meeting date September 23, 2019
prepared by department division	Procurement/Police Department	approved by X City Manager City Attorney N A
board approval		yes no N A final vote
	Exceptional Quality of Life	X Fiscal Stewardship
strategic objective	 Intelligent Growth & Development Investment in Public Assets & Ir 	Public Health & Safety

HIDTA purchase orders

motion | recommendation

Authorize the issuance of purchase orders, in consultation with the City Attorney as needed, in the amounts of \$80,000, \$85,000 and \$180,000 for several independent contractors who provide specialized and confidential investigative services on behalf of HIDTA, as well as a purchase order in the amount of \$186,000 for facility expenses of HIDTA, with all being subject to the condition that HIDTA grant funds will be the sole source of money to pay these obligations.

background

The city participates in a joint task force identified as HIDTA (High Intensity Drug Trafficking Agency). Much of the activity of HIDTA is confidential and the information exempt pursuant to several provisions of Florida law, including Section 119.071(2), Florida Statutes, relating to information revealing surveillance techniques and procedures, personnel involved in surveillance techniques and procedures, and criminal investigative techniques and procedures. Estimated HIDTA funding for FY2020 is \$958,661.

alternatives | other considerations

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N/A
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fiscal impact

No fiscal impact incurred by the city. All expenses related to HIDTA shall be paid by grant funding awarded to HIDTA by the federal government.



item type Consent Agenda		meeting date 9/23/2019
prepared by Purchas	sing	approved by
board approval	final vote	
strategic objective	Fiscal Stewardship	

Approve the following piggyback agreement:

1. Odyssey Manufacturing Co.: Extension of existing piggyback of City of Daytona Beach contract #0115-1900 for the provision of sodium hypochlorite; Not to exceed \$152,000.

motion / recommendation

Commission approve item as presented.

background

A formal solicitation was issued by the City of Daytona Beach to award this contract.

alternatives / other considerations

N/A

fiscal impact Total expenditure not to exceed \$152,000 under the contract term.

ATTACHMENTS:

Description Piggyback Agreements Upload Date 9/10/2019 Type Cover Memo



item type	Piggyback Agreements	meeting date	September 23, 2019
prepared by department division	Procurement Division	approved by	 City Manager City Attorney N A
board approval		🗌 yes 🗌 no 🔳	N A final vote

Piggyback Agreements

	vendor(s)	item background	fiscal impact	motion recommendation
1.	Odyssey Manufacturing Co.	Extension of existing piggyback of City of Daytona Beach contract #0115-1900 for the provision of sodium hypochlorite	Total expenditure not to exceed \$152,000 under the contract term.	Commission approve the extension and authorize the Mayor to execute.

Scity commission agenda item

item type Consent Agenda	meeting date 9/23/2019			
prepared by Planning	approved by City Manager, City Attorney			
board approval yes final vote				
strategic objective Exceptional Quality of Life, Intelligent Growth and Development, Investment in Public Assets and Infrastructiure, Fiscal Stewardship, Public Health and Safety				

subject

Approve extension of the Orange Avenue Overlay Steering Committee through December 31st, 2019

motion / recommendation

Recommendation to approve the extension of the Orange Avenue Overlay Steering Committee through December 31, 2019.

background

The Orange Avenue Overlay Steering Committee has been working diligently over the past few months, receiving input from the public and learning about the issues that have caused Orange Avenue to remain mostly economically stagnant for many years. Due to Hurricane Dorian, the Steering Committee had to cancel their September 4th meeting. This cancellation has placed them behind schedule. This extension will allow time to make-up the cancelled meeting and allow the Steering Committee more time to make thoughtful and complete recommendations to the Commission on the draft language of the Overlay.

alternatives / other considerations

N/A

fiscal impact N/A

City commission agenda item

item type Action Items Re Discussion	quiring meeting date 9/23/2019
prepared by City Clerk	approved by
board approval N/A	inal vote
strategic objective Except	ional Quality of Life

subject

Florida Department of Environmental Protection Agreement-Howell Branch

Execution of the grant agreement between Winter Park and the Florida Department of Environmental Protection for purchase and improvement of parcels along Howell Branch Creek.

motion / recommendation

Approval/authorization to execute the agreement

background

The city owns and manages approximately 50 acres of wetlands near or adjacent to Howell Branch Creek. Approximately 55 additional acres were purchased after the State approved funding to reimburse the city for the purchase cost (up to the appraisal value of \$166,000) of the parcels. The subject agreement is the instrument for reimbursement for the purchase and the proposed improvements.

alternatives / other considerations

Not entering into the agreement/would result in the city being ineligible for reimbursement for the cost of purchasing the parcels and future improvement costs.

fiscal impact

\$2M dollars was allocated for the project. Not entering into the agreement would result in loss of eligibility for reimbursement of approximately \$166,000.00 in purchase costs. I t would also preclude the city from being reimbursed for the cost of any improvements such as habitat enhancement, trail building and educational programs. The properties in question would need to be placed under a restrictive covenant before the any reimbursements are paid.

Other considerations: The State has indicated that some of the available funds may be used on properties that we owned prior to the set aside for the new parcels. In order to be included in the project, they too would need to be protected by a restrictive covenant. To avoid restricting the use of existing features and potentially buildable uplands, the city would need to sub-divide the properties and only place the restrictions over the wetland areas to be included in the preserve. The project manager for the State said that the addition of any parcels could be done as an amendment to the current agreement. If the city

decides not to place those properties under the covenant, then they would not be eligible for reimbursement as part of this project.

ATTACHMENTS:

Description Howell Branch Acquisition Map Agreement Upload Date 9/9/2019 9/9/2019

Type Cover Memo Cover Memo

Howell Branch Ecology Trai Parcel Acquisition



STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement

Th	is Agreement is entered into be	tween the Parties name	ed below, pursuant to Section	215.971, Florida S	Statutes:
1.	Project Title (Project):			Agreement Number:	
2.	Parties State of Florida Department of Environme 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000		rd	ental Protection, (Department)	
	Grantee Name:			Entity Type	:
	Grantee Address:			FEID:	(Grantee)
3.	Agreement Begin Date:	egin Date: Date of Expiration:			
4.	Project Number: (If different from Agreement Number Project Description:	(If different from Agreement Number)			
5.	Total Amount of Funding:	Funding Source? State Federal State Federal	Award #s or Line Item Appr	ropriations:	Amount per Source(s):
		Grantee Match	Total Amount of Funding + G	rantaa Matah if a	
6.	Department's Grant Manager Name:		Grantee's Grant Ma	anager	my.
	Address:	or succes	A .]		or successor
	Phone: Email:		Phone: Email:		
7.		bly with the terms and		g attachments and	d exhibits which are hereby
	Attachment 1: Standard Terms	and Conditions Applic	cable to All Grants Agreement	S	
	Attachment 2: Special Terms a	nd Conditions			
	Attachment 3:				
	Attachment 4: Public Records Attachment 5: Special Audit R	-			
	Attachment 6: Program-Specifi	*			
	Attachment 7:	*	Cerms (Federal) *Copy available a	t https://facts.fldfs.com	m, in accordance with §215.985, F.S.
	Attachment 8: Federal Regulat				
	Additional Attachments (if nec	essary):			
	Exhibit A: Progress Report For				
	Exhibit B: Property Reporting				
	Exhibit C: Payment Request Su	ummary Form			
	Exhibit D: Exhibit E: Advance Payment T	erms and Interest Farr	ned Memo		
-	Additional Exhibits (if necessa				

DEP Agreement No.

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):
Federal Award Identification Number(s) (FAIN):
Federal Award Date to Department:
Total Federal Funds Obligated by this Agreement:
Federal Awarding Agency:
Award R&D?

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Grantee Name

By

(Authorized Signature)

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

By

Secretary or Designee

Print Name and Title of Person Signing

 \Box Additional signatures attached on separate page.

DEPARTMENT

Date Signed

GRANTEE

Date Signed

Rev. 6/20/18

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. <u>Order of Precedence</u>. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. <u>Rejection of Deliverables</u>. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. <u>Withholding Payment.</u> In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. <u>Corrective Action Plan</u>. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. <u>Payment Process.</u> Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. <u>Taxes.</u> The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. <u>Maximum Amount of Agreement</u>. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. <u>Reimbursement for Costs.</u> The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <u>www.myfloridacfo.com/aadir/reference_guide/</u>.
- e. <u>Invoice Detail.</u> All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. <u>Interim Payments.</u> Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. <u>Final Payment Request.</u> A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. <u>Interest Rates.</u> All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <u>www.myfloridacfo.com/Division/AA/Vendors/default.htm</u>.
- j. <u>Refund of Payments to the Department.</u> Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. <u>Salary/Wages.</u> Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. <u>Overhead/Indirect/General and Administrative Costs.</u> If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. <u>Contractual Costs (Subcontractors)</u>. Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect,

and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. <u>Direct Purchase Equipment.</u> For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. <u>Miscellaneous/Other Expenses.</u> If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. <u>Land Acquisition</u>. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting periods. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. <u>Insurance Requirements for Sub-Grantees and/or Subcontractors.</u> The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. <u>Deductibles.</u> The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. <u>Proof of Insurance.</u> Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. <u>Duty to Maintain Coverage</u>. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. <u>Termination for Convenience.</u> When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. <u>Termination for Cause.</u> The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. <u>Grantee Obligations upon Notice of Termination</u>. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. <u>Continuation of Prepaid Services.</u> If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it

has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. <u>Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.</u> If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

Attachment 1 7 of 11 other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. **21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.
- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. <u>Public Entity Crime</u>. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. <u>Discriminatory Vendors</u>. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. <u>Notification</u>. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Attachment 1

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Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

- a. <u>Inspector General</u>. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. <u>Physical Access and Inspection</u>. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. <u>Special Audit Requirements.</u> The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https://apps.fldfs.com/fsaa.
- d. <u>Proof of Transactions.</u> In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department

may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. <u>No Commingling of Funds.</u> The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement. **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions AGREEMENT NO. L1604

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Howell Branch Preserve. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. <u>Reimbursement Period</u>. The reimbursement period for this Agreement begins the first day of the fiscal year in which the funds were appropriated (July 1, 2016), through the Date of Expiration.
- b. <u>Extensions.</u> There are extensions available for this Project.
- c. <u>Service Periods</u>. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. <u>Compensation</u>. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. <u>Invoicing.</u> Invoicing will occur after approval of each deliverable.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
\boxtimes		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
\boxtimes		a. Fringe Benefits, N/A.
\boxtimes		b. Indirect Costs, N/A.
\boxtimes		Contractual (Subcontractors)
		Travel
		Equipment
\boxtimes		Rental/Lease of Equipment
\boxtimes		Miscellaneous/Other Expenses
\boxtimes		Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

<u>Required Coverage</u>. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. <u>Commercial General Liability Insurance.</u>

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

- c. <u>Workers' Compensation and Employer's Liability Coverage.</u> The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
- d. <u>Other Insurance.</u> None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at <u>env.roi@laspbs.state.fl.us</u>, and a copy shall also be submitted to the Department at <u>legislativeaffairs@floridaDEP.gov</u>.

15. Additional Terms.

None.

ATTACHMENT 3 PROJECT WORK PLAN Project Name: HOWELL BRANCH PRESERVE Grantee Name: CITY OF WINTER PARK Project # L1604

SUMMARY: The City of Winter Park (Grantee) received funding in the amount of \$2,000,000 from the Florida Legislature through Specific Appropriation Line Item 1535B, General Revenue Fund, Fiscal Year (FY) 2016-2017, General Appropriations Act, and Section 72, FY 2017-2018, General Appropriations Act for the purpose of land acquisition and the clean-up, mitigation, and reconstruction of Howell Branch Preserve in Winter Park, Florida. Authority for this Project is specified in Section 260.016, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA). The specific CSFA number for this Project is 37.086.

The City of Winter Park will acquire 6 parcels totaling approximately 52 acres of vacant wetlands and stream frontage for restoration, flood attenuation, pollutant removal and preservation of open space. The City of Winter Park will provide environmental restoration and protection through the ability to effectively and efficiently manage invasive plants which have degraded the wetlands and will provide for increased recreation through public access of the Howell Branch Preserve.

The Project, more fully described in the Parcel Identification Numbers of record with the Orange County Property Appraiser, will be located adjacent to Howell Branch Preserve Park which is located at 1205 Howell Branch Road within the City of Winter Park, Orange County Florida.

All work must be completed in accordance with, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$2,000,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$2,000,000.00
Match Ratio:	0%

Scope of Work/Project Tasks	Budget	Deliverables	Due Date	Financial Consequences
PROJECT TASK 1 Land Acquisition and associated fees	TASK 1 \$189,000.00	 PROJECT DELIVERABLE 1 1.A. Purchase of 6 parcels totaling approximately 52 acres for the restoration, flood attenuation, pollutant removal and preservation of open space as evidenced by copies of the appraisal(s), closing statement(s), acreage map, survey, title commitment, environmental site assessment and deed. Title will be held by Winter Park as fee simple. 	Due October 31, 2019, which shall also be the Project Completion Date.	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

DEP Agreement No. L1604, Attachment 3, Page 1 of 4

		1.B. Recording of Deed of Restrictive Covenants.		
 PROJECT TASK 2 2.A. Development of Commencement Documentation Checklist (DRP-107)¹. 2.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). 	TASK 2 NO COST DELIVERABLE	 PROJECT DELIVERABLE 2 The Department will issue "Notice to Commence" upon receipt and approval of: 2.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 2.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
PROJECT TASK 3 Initial Invasive Plant Control	TASK 3 \$40,000.00	 PROJECT DELIVERABLE 3 Cutting of ascending vines and herbicide treatment of all infested area with the purchased parcels as evidenced by: 1. Color photographs of each treatment event; 2. Invoices for Work/Elements Completed; and 3. Final Status Report for this task. 	Due October 31, 2019, which shall also be the Project Completion Date.	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.
PROJECT TASK 4 Quarterly Invasive Plant Control	TASK 4 \$300,000.00	 PROJECT DELIVERABLE 4 Herbicide treatment of all infested area with the purchased parcels as evidenced by: 1. Color photographs of each treatment event; 2. Invoices for Work/Elements Completed; and 3. Final Status Report for this task. 		

PROJECT TASK 5	TASK 5	PROJECT DELIVERABLE 5
Reforestation of Trees	\$255,000.00	Purchase and installation of native wetland trees to restore historic tree canopy as evidenced by: 1. Color photographs of each planting event; 2. Invoices for Work/Elements Completed; and 3. Final Status Report for this task.
PROJECT TASK 6 Design and Construction of Bridges	TASK 6 \$150,000.00	 PROJECT DELIVERABLE 6 Design and construction of bridges as evidenced by: 1. Color photographs of elements constructed; 2. Invoices for Work/Elements Completed; and 3. Final Status for this task Report.
PROJECT TASK 7 Design and Construction of Trails	TASK 7 \$1,026,000.00	 PROJECT DELIVERABLE 7 Design and construction of trails as evidenced by: 1. Color photographs of elements constructed; 2. Invoices for Work/Elements Completed; and 3. Final Status for this task Report.
PROJECT TASK 8 Purchase and Installation of Educational Signage	TASK 8 \$40,000.00	 PROJECT DELIVERABLE 8 Purchase and installation of educational signage as evidenced by: 1. Color photographs of signs; 2. Invoices for Work/Elements Completed; and 3. Final Status for this task Report.
PROJECT TASK 9 Project Completion	TASK 9 NO COST DELIVERABLE	 PROJECT DELIVERABLE 9 Completion of Task 9 as evidenced by: 1. Project Completion Checklist and Certification (DRP-125); 2. Updated Boundary Map; 3. Final Project Status Report (DRP-109).

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of each Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment: Grantee may submit pay request for cost reimbursement upon completion of each task and Department approval of all associated task deliverables.

Payment Request Schedule: Following Department approval of each Deliverable, the Grantee may submit a payment request on Payment Request Summary Form (DRP-115)¹, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110)¹, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

- 1. Documentation is available at https://floridadep.gov/lands/land-and-recreation-grants and/or from the Land and Recreation Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
- 2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.

DEP Agreement No. L1604, Attachment 3, Page 4 of 4

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
- 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable. For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone:	(850) 245-2118
Email:	public.services@floridadep.gov
Mailing Address:	Department of Environmental Protection
	ATTN: Office of Ombudsman and Public Services
	Public Records Request
	3900 Commonwealth Boulevard, MS 49
	Tallahassee, Florida 32399

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

- 1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
- 3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

Attachment 5 1 of 5 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <u>www.cfda.gov</u>

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <u>https://apps.fldfs.com/fsaa</u> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <u>http://www.leg.state.fl.us/Welcome/index.cfm</u>, State of Florida's website at <u>http://www.myflorida.com/</u>, Department of Financial Services' Website at <u>http://www.fldfs.com/</u>and the Auditor General's Website at <u>http://www.myflorida.com/audgen/</u>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail: **Audit Director** Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <u>http://harvester.census.gov/facweb/</u>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail: Audit Director Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of Environmental Protection at one of the following addresses:

By Mail: Audit Director Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

> Attachment 5 3 of 5

orting packages required by PART II of this Attachment sh

Electronically: FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail: Audit Director Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:						
Federal					State	
Program		CFDA			Appropriation	
Number	Federal Agency	Number	CFDA Title	Funding Amount	Category	
				\$		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:						
Federal Program					State Appropriation	
Number	Federal Agency	CFDA	CFDA Title	Funding Amount	Category	

State Resourc	State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State				CSFA Title		State	
Program		State	CSFA	or		Appropriation	
Number	Funding Source	Fiscal Year	Number	Funding Source Description	Funding Amount	Category	
Original Agreement	General Appropriations Act Line Item 1535B – Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay Grants and Aids – Howell Branch Preserve from General Revenue Fund	2016-2017	37.086	Grants and Aids to Local Governments and Nonstate Entities	\$1,475,000	141128	
	General Appropriations Act – Section 72	2017-2018	37.086	Grants and Aids to Local Governments and Nonstate Entities	\$525,000	141128	

Total Award \$2,000,000

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1

Rev. 4/27/2018

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE POGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <u>https://floridadep.gov/lands/land-and-recreation-grants/content/florida-recreation-development-assistance-program</u>, by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of the executed subcontract to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence." The Grantee shall commence Task Performance within 180 days after the "Notice to Commence" is issued by the Department unless extended by the Department for good cause. Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

4. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

- 5. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:
- a. <u>Reimbursement for Costs</u>.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.

i. <u>Pre-Agreement Expenses</u>. Pursuant to Subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of

the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for costreimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

- 6. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. <u>Project Costs</u>. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- 1. <u>Cost Limits</u>. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
- 7. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP Program Funds.
- 8. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <u>https://floridadep.gov/parks/florida-scorpoutdoor-recreation-florida</u> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<u>https://floridadep.gov/parks/florida-outdoor-recreation-inventory</u>).

9. Site Dedication.

- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

10. Management of Project Sites.

- a. <u>Site Inspections</u>. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. <u>Non-Compliance</u>. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in the Agreement. If the

Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

- c. <u>Public Accessibility</u>. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. <u>Native Plantings</u>. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62S-2.070(37), F.A.C. This Agreement is not transferable.

11. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

12. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

13. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

14. Conversion.

This Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

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Florida Department of Environmental Protection



EXHIBIT A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program **Recreational Trails Program Project Status Report**

Required Signatures: A	dobe S	Signat
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ture

Project Name: _____

Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities). **PROVIDE PHOTOS OF WORK IN PROGRESS**

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

January through April: May through August: September through December: Due May 5th Due September 5th Due January 5th

LIAISON: _____

Signature

Date

Required Signatures: Adobe Signature	Florida Department of Environmental Protection EXHIBIT C PAYMENT REQUEST SUMMARY FORM Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Recreational Trails Program		
Date:			
Grantee	Project Na	me and Number	
Billing Period:	Billing #:		
DEP Division:			
	Project Costs This Billing	Cumulative Project Costs	
Contractual Services			
DRP-116 Grantee Labor			
DRP-117			
Employee Benefits			
(% of Salaries)			
Direct Purchases: Materials & Supplies			
DRP-118			
Grantee Stock DRP-120			
Equipment			
DRP-119			
Land Value			
Indirect Costs			
(15% of Grantee Labor)			
TOTAL PROJECT COSTS	\$	\$	

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Date

Date

Project Financial Officer

DRP-115 (Effective 06-19-2015)

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____%

Total project costs to date	\$
State Obligation to date	\$
State retainage (%)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator

Division Director or Designee

Date

Date

City commission agenda item

item type Action Items Requiring Discussion	meeting date 9/23/2019	
prepared by City Manager	approved by	
board approval final vote		
strategic objective Exceptional Quality of Life, Investment in Public Assets and		
Infrastructiure, Fiscal Stewardship		

subject

State and Federal Legislative Priorities

motion / recommendation

Approve the State and Federal legislative priorities.

background

The city has state and federal lobbyists that assists the city with legislative and financial matters at the state and federal level. Attached are staff prepared drafts of legislative priorities for the Commission's consideration.

alternatives / other considerations

The Commission can modify the lists.

fiscal impact

ATTACHMENTS:		
Description	Upload Date	Туре
State Legislative Priorities	9/16/2019	Cover Memo
Federal Legislative Priorities	9/16/2019	Cover Memo

City of Winter Park 2020 State Legislative Priorities -DRAFT-

Projects/Funding:

- Support funding of Public Library Construction Grant Program. Our project is ranked # 16 so the funding needs to be at least \$8M to cover through project 16.
- Broadband/Fiber Optics pilot project
- Acquire excess CSX ROW from State including that within Central Park
- Assist with widening of SR 426 between 17-92 and Pennsylvania Ave.
- Acquisition of post office property for expansion of Central Park
- Expansion of sewer infrastructure to eliminate septic tanks
- Expansion of reuse water system
- Mead Garden natural habitat restoration
- Green energy generation (Solar, etc.)
- Volkswagon settlement money for electric circulator
- Support state funding for cyber security measures

Legislative matters:

- Support overturn of last year's tree regulation preemption. If we can't overturn it at least needs to be clarified
- Dedicated Funding Source for Commuter Rail
- Pension Reform
- Remove statutory requirements for public employers to provide subsidized health, hospitalization and other insurance coverage for retirees (FS 112.0801)
- Protection of home rule authority including control of local planning issues, revenues and expenditures

- Support Bldg Official's Association legislation to expand local internship programs for Inspectors & plans examiners to increase number of eligible certified inspectors.
- Oppose Public Service Commission regulation of municipal owned electric utilities
- Oppose negative modifications to CRA regulations
- Oppose vacation rental preemption

City of Winter Park 2020 Federal Legislative Priorities -DRAFT-

Projects/Funding (in priority order):

- 17-92 beautification and corridor improvements
- Assist with widening of SR 426 between 17-92 and Pennsylvania Ave
- Acquisition of post office property for expansion of Central Park
- Broadband project
- Expansion of reuse water system
- Green energy generation (Solar, etc.)
- Expansion of sewer infrastructure to eliminate septic tanks
- Assist with FEMA storm reimbursements if needed

Legislative matters:

- Oppose legislation negatively impacting tax exempt financings
- Oppose legislation that preempts local control of regulating 5G

Scity commission agenda item

item type Action Items Requiring Discussion	meeting date 9/23/2019	
prepared by Planning	approved by City Manager, City Attorney	
board approval N/A final vote		
strategic objective Exceptional Quality of Life, Intelligent Growth and		
Development, Investment in Public Assets and Infrastructiure, Fiscal		
Stewardship, Public Health and Safety		

<u>subject</u>

Request for Institutional Support from the Affordable/Workforce Housing Fund

motion / recommendation

Staff Recommendation is for Approval as the funding is available, dedicated only for this purpose and is for a long term partner with the City.

background

Habitat for Humanity of Winter Park, Inc. is requesting institutional support from the affordable/workforce housing trust fund in order to purchase two single-family building lots. Habitat has the two lots at 717 and 727 N. Capen Avenue under contract for \$435,000. Habitat is raising \$200,000 in private contributions and is seeking support from the affordable/workforce funds for the balance of \$235,000 that in needed and which is available for this type of purpose. That fund now has a balance of \$647,929. These are monies held from prior years that are designated to be used, only for affordable or workforce housing projects.

Land prices in the Hannibal Square neighborhood reflect the prime location in the City. Staff is aware of a recent sale of a 50 foot wide single-family lot for \$345,000 on Carolina and the sale of two 50 foot wide single family lots on Symonds for \$250,000 each. Thus, Habitat feels that their price at \$217,500 per lot is appropriate.

Habitat for Humanity has been an affordable/workforce housing partner of the City since 1992. In those 27 years, Habitat has built 45 homes in Winter Park. For the last 15+ years, Habitat has built one home per year, with labor provided by the students of Trinity Prep., Winter Park High School, Lake Highland and Rollins College, as a community service project. These two lots would provide the building site for the 2019-2020 house and the 2020-2021 house.

Each Habitat home is sold to a partner family whose employment income is typically in the workforce housing range. Habitat provides a 30 year (interest free) mortgage with 500 hours of sweat equity by the family as the down payment. It provides an opportunity for home ownership otherwise not achievable.

alternatives / other considerations

fiscal impact



item type Public Hearings		meeting date 9/23/2019	
prepared by Finance		approved by City Manager	
board approval	yes final vote		
strategic objective	Fiscal Stewardship		

subject

Fee Schedule effective October 1, 2019

motion / recommendation

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

background

The attached adjustments were prepared to enable the City to recover costs where applicable and were used in the preparation of the FY 2020 budget.

alternatives / other considerations

fiscal impact

The Fee Schedule adjustments will allow the City to realize the revenue forecasted in the FY 2020 budget.

Description

Fee Schedule

Upload Date 9/12/2019 Type Cover Memo

Current Fee

Proposed Fee

Building: Lien and foreclosure research Duplicate permit placard Duplicate business certificate Building and Land Development Code plan review Building and Land Development Code plan review State Fee Reduction in permit fees will help reduce carryforward fund balance for building code enforcement. The financial impact of these reductions will depend on construction activity. Based on FY 2019 activity, the reduction in revenue would be approximately \$300,000.	35.00 5.00 5.00 0.90% of valuation 0.45% of valuation 3.0% of permit amount	50.00 10.00 10.00 0.80% of valuation 0.40% of valuation 2.5% of permit amount
Engineering: Lit stop work order	100.00	500.00
Stormwater: Intintional illicit discharges to storm sewers and/or water bodies	500.00	1,000.00
Garbage: Delivery and maintenance charge for each additional garbage cart Residential bulk pickup – up to two cubic yards (requires photo and city approval prior to collection Residential bulk pickup – each additional cubic yard above two (requires photo and city approval prior to collection Bulk yard waste in excess of three yards (per each additional yard) Open Top Roll-Off - Per Pull Fee (all sizes) Compactor - Vertical - Lease Compactor - 15 cubic yards - Lease Compactor - 20 cubic yards - Lease Compactor - 30 cubic yards - Lease Compactor - 40 cubic yards - Lease Compactor - 9 Per Pull Fee (all sizes) Delivery Develor - 40 cubic yards - Lease Compactor - 9 Per Pull Fee (all sizes) Delivery Deoderizer Front Load Maintenance Gates Lock Bar Lock Bar Lock Bar Lock Bar Receiver Box Roll Out Wheels These are pass through costs from Waste Pro and were increased by 1.93% based on the CPI indexes in the City's contract with Waste Pro. There is no net impact to the City's budget.	80.41 80.55 33.57 12.00 231.34 246.76 493.52 524.36 555.21 586.05 231.34 89.15 162.55 364.84 22.00 31.44 15.72 31.44 209.22 44.03 44.03	$\begin{array}{c} 81.96\\ 82.10\\ 34.22\\ 12.23\\ 235.81\\ 251.53\\ 503.04\\ 534.48\\ 565.93\\ 597.37\\ 235.81\\ 90.87\\ 165.69\\ 371.88\\ 22.42\\ 32.05\\ 16.02\\ 32.05\\ 213.26\\ 44.88\\ 44.88\\ 44.88\end{array}$
Utilities: Commercial and non-single family residential plan review fee: Sitework Vertical construction Interior alterations Single family residential plan review fee: New construction Alterations Each revision	125.00 new fee new fee 125.00 new fee 50.00	225.00 125.00 85.00 80.00 40.00 25.00
These changes make a distinction between commercial and single family residential		
Bacteriological Samples Test Fee: Sampling fee (per sample) Sampling after 3:30 pm (in addition to sampling fee)	25.00 35.00	35.00 50.00
Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (inside city): 1 inch fire line - inside city 1 inch fire line - ouside city	550.00 688.00	675.00 822.00

Changes Proposed to be Effective October 1, 2019		
Gravity cover inspection and light cleaning (per feet)	Current Fee new fee	Proposed Fee 1.50
Gravity sewer inspection and light cleaning (per foot)	new iee	1.50
Cross Connection Control Program:		
Backflow device replacement charges:		
Inside City: 1 inch Reduced pressure	265.00	235.00
1 ½ inch PVB	365.00	495.00
1 ½ inch Reduced pressure	420.00	430.00
2 inch PVB	420.00	570.00
2 inch Reduced pressure	510.00	495.00
Outside City:		
1 inch Reduced pressure	330.00	290.00
1 1/2 inch PVB	450.00	615.00
1 ½ inch Reduced pressure	525.00	535.00
2 inch PVB 2 inch Reduced pressure	525.00 635.00	710.00 615.00
	030.00	013.00
Repair charges:	40.00	45.00
Repair 3/4" – 1" backflow preventors (includes parts and labor) Repair 1 1/4" – 2" backflow preventors (includes parts and labor)	40.00 70.00	45.00 75.00
	70.00	75.00
The above adjustments to utility fees will help bring fees in line with costs. Total additional revenue resulting		
from these increases is not anticipated to exceed \$10,000 annually.		
Water, irrigation, sewer, reclaimed water and fire line rates:		
Water:		
Inside City:		
Residential & multi-family customers:	0.00	0.00
Base Charge 3/4" meter Base Charge 1" meter	8.62 21.55	8.82 22.06
Base Charge 1.5" meter	43.10	44.12
Base Charge 2" meter	68.96	70.59
Base Charge 3" meter	137.92	141.17
Base Charge 4" meter	215.50	220.59
Base Charge 6" meter	431.00	441.17
Base Charge 8" meter	689.60	705.87
Base Charge 10" meter	991.30	1,014.69
Rate block 1	1.21	1.24
Rate block 2 Rate block 3	1.80 2.57	1.84 2.63
Rate block 4	3.44	3.52
Rate block 5	4.41	4.51
Rate block 6	6.39	6.54
Commercial/public authority customers:		
Base Charge 3/4" meter	8.62	8.82
Base Charge 1" meter	21.55	22.06
Base Charge 1.5" meter	43.10	44.12
Base Charge 2" meter	68.96	70.59
Base Charge 3" meter Base Charge 4" meter	137.92 215.50	141.17 220.59
Base Charge 6" meter	431.00	441.17
Base Charge 8" meter	689.60	705.87
Base Charge 10" meter	991.30	1,014.69
Rate block 1	1.21	1.24
Rate block 2	1.80	1.84
Rate block 3	2.57	2.63
Rate block 4 Rate block 5	3.44 4.41	3.52 4.51
Outside City: Residential customers:		
Residential customers: Base Charge 3/4" meter	10.78	11.03
Base Charge 5/4 meter	26.95	27.59
Base Charge 1.5" meter	53.90	55.17
Base Charge 2" meter	86.24	88.28
Base Charge 3" meter	172.48	176.55
Base Charge 4" meter	269.50	275.86
Base Charge 6" meter	539.00	551.72

	Changes Proposed to be Effective October 1, 2019	Current Fee	Proposed Fee
Base Charge 8" meter	-	862.40	882.75
Base Charge 10" meter		1,239.70	1,268.96
Rate block 1		1.52	1.56
Rate block 2		2.25	2.30
Rate block 3		3.22	3.30
Rate block 4		4.29	4.39
Rate block 5		5.51	5.64
Rate block 6		7.98	8.17
Commercial/public authority customers:			
Base Charge 3/4" meter		10.78	11.03
Base Charge 1" meter		26.95	27.59
Base Charge 1.5" meter		53.90	55.17
Base Charge 2" meter		86.24	88.28
Base Charge 3" meter		172.48 269.50	176.55 275.86
Base Charge 4" meter Base Charge 6" meter		539.00	551.72
Base Charge 8" meter		862.40	882.75
Base Charge 10" meter		1,239.70	1,268.96
Rate block 1		1.52	1.56
Rate block 2		2.25	2.30
Rate block 3		3.22	3.30
Rate block 4		4.29	4.39
Rate block 5		5.51	5.64
Irrigation:			
Inside City:			
Base Charge 3/4" meter		8.62	8.82
Base Charge 1" meter		21.55	22.06
Base Charge 1.5" meter		43.10	44.12
Base Charge 2" meter		68.96	70.59
Base Charge 3" meter		137.92 215.50	141.17 220.59
Base Charge 4" meter Base Charge 6" meter		431.00	220.59 441.17
Base Charge 8" meter		689.60	705.87
Base Charge 10" meter		991.30	1,014.69
Rate block 1		2.57	2.63
Rate block 2		3.44	3.52
Rate block 3		4.41	4.51
Rate block 4		6.39	6.54
Outside City:			
Base Charge 3/4" meter		10.78	11.03
Base Charge 1" meter		26.95	27.59
Base Charge 1.5" meter		53.90	55.17
Base Charge 2" meter		86.24	88.28
Base Charge 3" meter		172.48	176.55
Base Charge 4" meter		269.50	275.86
Base Charge 6" meter		539.00	551.72
Base Charge 8" meter		862.40	882.75
Base Charge 10" meter		1,239.70	1,268.96
Rate block 1 Rate block 2		3.22 4.29	3.30 4.39
Rate block 2		5.51	5.64
Rate block 4		7.98	8.17
Sewer:			
Inside City:			
Base Charge 3/4" meter		10.19	10.43
Base Charge 1" meter		25.48	26.08
Base Charge 1.5" meter		50.95	52.15
Base Charge 2" meter		81.52	83.44
Base Charge 3" meter		163.04	166.89
Base Charge 4" meter		254.75	260.76
Base Charge 6" meter		509.50	521.52
Base Charge 8" meter		815.20	834.44
Base Charge 10" meter Charge per thousand gallons consumption		1,171.85 4.75	1,199.51 4.86
Outside City: Base Charge 3/4" meter		12.73	13.03
Base Charge 1" meter		31.83	32.58
Base Charge 1.5" meter		63.65	65.15
		00.00	00.10

Changes Proposed to be Effective October 1, 2019			
	Current Fee	Proposed Fee	
Base Charge 2" meter	101.84	104.24	
Base Charge 3" meter	203.68	208.49	
Base Charge 4" meter	318.25	325.76	
Base Charge 6" meter	636.50	651.52	
Base Charge 8" meter	1,018.40	1,042.43	
Base Charge 10" meter	1,463.95	1,498.50	
Charge per thousand gallons consumption	5.93	6.07	
Reclaimed Water:			
Inside City:			
3/4" meter	8.62	8.82	
1" meter	21.55	22.06	
1.5" meter	43.10	44.12	
2" meter	68.96	70.59	
3" meter	137.92	141.17	
4" meter	215.50	220.59	
6" meter	431.00	441.17	
8" meter	689.60	705.87	
10" meter	991.30	1,014.69	
Charge per thousand gallons consumption	0.97	0.99	
	0.57	0.55	
Outside City:			
3/4" meter	10.78	11.03	
1" meter	26.95	27.59	
1.5" meter	53.90	55.17	
2" meter	86.24	88.28	
3" meter	172.48	176.55	
4" moter	269.50	275.86	
6" meter	539.00	551.72	
8" meter	862.40	882.75	
10" meter	1,239.70	1,268.96	
Charge per thousand gallons consumption	1,239.70	1.24	
Fire Line:			
Inside City:			
3/4" meter			
	-	-	
1" meter	4.25	4.35	
1.5" meter	-	-	
2" meter	11.87	12.15	
3" meter	23.84	24.40	
4" meter	37.02	37.89	
6" meter	74.51	76.27	
8" meter	119.19	122.00	
10" meter	171.39	175.43	
12" meter	234.03	239.55	
16" meter	339.34	347.35	
Outside City:			
3/4" meter	-	-	
1" meter	5.33	5.46	
1.5" meter	-	-	
2" meter	14.86	15.21	
3" meter	29.78	30.48	
4" meter	46.26	47.35	
6" meter	93.12	95.32	
8" meter	148.96	95.32 152.48	
10" meter	214.22	219.28	
12" meter	292.53	299.43	
16" meter	424.19	434.20	

The above adjustments reflect an overall increase in water and sewer revenues of 2.36% which equals the Price Index increase as published by the Public Service Commission as provided for in City Ordinance No. 2605-04. These increases will generate approximately \$675,000 in additional revenue which is anticipated to be necessary for future capital improvements.

Electric:

Customer charge:		
Residential	15.44	16.98
Commercial and Public Authority		
Secondary delivery voltage (GS1) (Non Demand)	15.95	17.55
Primary delivery voltage (GS1) (Non Demand)	201.69	221.86

Changes Proposed to be Effective October 1, 2019	Current Fee	Proposed Fee
Secondary delivery voltage (GS2) (Non Demand)	16.71	18.38
Secondary delivery voltage (GSD-1) (Demand)	16.62	18.28
Primary delivery voltage (GSD-1) (Demand) Time of use:	210.24	231.26
Customer charge - secondary	26.37	29.01
Customer charge - primary	213.57	234.93
The Utility Advisory Board endorsed a 10% increase in the customer charge. This will increase customer bills by about 1% and generate about \$275,000 in additional revenue.		
Police:		
Off-Duty Police Services (four hour minimum):		
Regular Off-Duty Rates per Hour:		
Police officer	40.00	45.00
Details requiring a police supervisor	45.00	50.00
Holiday Off-Duty Rates per Hour: Police officer	50.00	67.00
Details requiring a police supervisor	55.00	75.00
These increases will offset additional costs for paying the officers		
Fire:		
Special Detail Services:	25.00	47.00
Special Events (minimum of 3 hours, fee per hour/per employee) Special Events (supervisor, if necessary, fee per hour/per supervisor)	35.00 45.00	47.00 57.00
Public Education Services:	-0.00	07.00
Offsite training fee (per student)	new fee	5.00
Basic Medical Training Class (per student)	new fee	100.00
Intermediate Medical Training Class (per student) Advanced Medical Training Class (per student)	new fee new fee	150.00 250.00
Fire Training Course (class room only, per student)	new fee	500.00
Advanced Fire Training (includes cost of materials, per student)	new fee	700.00
These increases will offset additional costs for paying the officers. Class fees will offset the costs of course materials and labor.		
Parks and Recreation:		
Adult men's basketball league team fee	375.00	400.00
Multipurpose fields A-1, A-2, C and Showalter East Multipurpose Fields 1, 2:		
Before 5:00 p.m., per hour	32.00	35.00
Ward Park Field B: Before 5:00 p.m., per hour	40.00	45.00
After 5:00 p.m., per hour	40.00	70.00
Winter Park youth league fee	30.00	35.00
After School Program:		
Teen Summer Camp Program (completed grades 5 – 7, per week):		
Resident	55.00	60.00
Free/reduced lunch programs, per child	30.00	35.00
Non-resident Additional non resident child	75.00 60.00	85.00 65.00
	00.00	00.00
Fitness/weight room:		
Annual pass: prorated fee:	05.00	100.00
Resident, military or 1st responder CRA area resident	95.00 70.00	100.00 75.00
Green Fees (Residents/Non-residents):		
Non-resident Friday - Sunday, Holidays	21.00	22.00
Youth 12 and under Juniors (13 to 18)	10.00 new fee	7.00 12.00
Annual summer junior pass	new fee	200.00
Pull cart	3.00	4.00
Tennis Annual membership (all courts)	375.00	350.00

Tennis league rate:

	Changes Proposed to be Effective October 1, 2019		
		Current Fee	Proposed Fee
Full year league fee			150.0
lalf year league fee eague + fee			75.0 \$12 * # of lines * # of
cayue - iee			home meets) / (% of
			home members on
			roster)
Country Club:			
Friday and Saturday- Full Building:			
4 p.m. to 12 midnight		1,000.0	1,200.0
Farmers' Market building rental (hourly, Sun - Thu)		200.0	00 250.00
Azalea Lane playground small pavilion:			
Full day		60.0	00 75.0
Half day		35.0	40.00
Mead Gardens:			
Amphitheater:			
Weekdays (three hours)		300.0	400.0
Weekends (three hours)		350.0	
Deposit		100.0	300.00
Camelia Garden:			
Four hour rental		300.0	
Deposit		100.0	00 300.0
The Grove:			
Less than 400 people		750.0	,
400 - 1,000 people		1,650.0	
Set up		new fe	e 75% of small event fee
Winter Park Garden Center/Reception Hall:			
October - May:			
Mon - Thu, before 4:00 pm (per hour)		250.0	
Mon - Thu, after 4:00 pm (per hour)		250.0	
Fri and Sun (8 hour rentals)		900.0	,
Saturday (8 hour rentals)		900.0	00 1,500.00
June - August: Mon - Thu, before 4:00 pm (per hour)		250.0	00 100.0
Mon - Thu, after 4:00 pm (per hour)		250.0	
Fri and Sun (8 hour rentals)		900.0	
Saturday (8 hour rentals)		900.0	
Deposit		new fe	,
Community playground pavilion full day rental		90.0	00 100.00
lowell Branch Preserve pavilion full day rental		90.0	00 100.00
Phelps Park pavilion full day rental		90.0	00 100.00
Miscellaneous charges:			
Equipment rental, per event Portable public address system		50.0	00 75.0
Set-up/breakdown		New fee	50.00
Operator (hourly)		New fee	30.0
		50.0	00 75.0
Tent - 10' * 10'			/0 /0.0
Tent - 10' * 10' Tent - 10' * 10' fire rated 701		80.0	

were adjusted eluter upward or downward in response to changes in demand, mar service. The impact of these changes is not expected to exceed \$25,000.

CITY OF WINTER PARK



FEE SCHEDULE

Effective October 1, 2019
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Public Works Fees	
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Pricing Basis Legend	
С	Pricing is based on costs
М	Pricing is based on market comparisons
S	Pricing is stipulated by Florida Statutes

GENERAL GOVERNMENT FEES

ADMINISTRATIVE FEES:

Each page thereafter	
	g
City Code and Supplements to City Can be purchased from: Or accessed on-line at www.m	Municipal Code Corporation P. O. Box 2235 Tallahassee, FL 32316
Copy of CD (City provides the CD)	

FINANCE FEES:

Printed copy of annual budget document	
Printed copy of CAFR	
Returned check charge: *	
Check amount \$0.01 to \$50.00	
Check amount \$51.00 to \$300.00	
Check amount greater than \$300.00	
Or 5% of check a	mount, whichever is greater

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

PLANNING FEES:

LAND DEVELOPMENT FEES: Application Fee Schedule:

Application Fee Schedule:	
Annexations	
Annexations requiring citywide notice 500.00, plus actual cost	of notice (M)
Appeals	
Appeals of decisions made by Historic Preservation Board	35.00 (M)
Comprehensive Plan amendments and rezoning:	
Less than one acre (1,500 ft. notice).	1,000.00 (M)
More than one acre (city-wide notice)6	
Conditional use (including extensions/re-establishments):	
(applications with 500 ft notice)	500.00 (M)
(applications with 1,500 ft notice)	
(applications requiring quarter page ad)	
(applications with city-wide notice)	
Development Review Committee Application Fees:	-,(-)
Concept or preliminary plan	300.00 (M)
Final plan submittal	• • •
Revision to plan previously reviewed	
Interpretations by Code Enforcement	
Lakefront site plan reviews:	
Residential construction	150 00 (M)
Commercial or multi-family construction	
Plan storage fees:	
Plan storage fee for approved building plans not retrieved by applican	t:
Up to six months following approval date	
After six months	
After nine months Return all but one plan to applicant	
charge (at option of the City)	
Street abandonments	250 00 (M)
Subdivision:	
Three lots or less	500.00 (M)
Over three lots	
Lot consolidations:	
Three lots or less	500.00 (M)
Over three lots	()
Subdivisions with road improvements	· · · ·
Variances:	.,
Single family residential	200.00 (M)
Multi-family and commercial	

PLANNING FEES (CONTINUED):

LAND DEVELOPMENT FEES (continued):

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

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

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

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

BUILDING AND PERMITTING FEES

Application and Permit Fees:		
Adult entertainment application fee (non-refundable)	200.00 (C))
Adult entertainment application fee - annual fee		
Facilities permit application		
Filming fees:		
Motion pictures:		
Application Processing Fee	100.00 (C))
Private property (registration of exemption)	25.00 (C)
Permit Fees:		
Public streets, parks, buildings or city facilities (per day)	500.00 (C))
Less than 10 persons or 2 vehicles involved (per day)	50.00 (C	Ĵ)
plus reimbursement of additional costs to the City, if a		,
Still photography:	•	
Application Processing Fee	50.00 (C))
On private property		
Permit Fees:		
Public street or public property (per day)	250.00 (C))
Less than 10 persons or 2 vehicles involved (per day)(city facilitie	es). 25.00 (C	Ú)
plus reimbursement of additional costs to the City, if any	, ,	
Lies of City Demonral	1 000/ /0	
Use of City Personnelcost	pius 30% (C))
Closing out sale permit		
Closing out sale permit	50.00 (C	Ċ)
•	50.00 (C 30.00 (C)))
Closing out sale permit Closing out extension fee	50.00 (C 30.00 (C 10.00 (C)))
Closing out sale permit Closing out extension fee Garage sale permit Garage sale permit (residents over age 59) Newsrack permit	50.00 (C 30.00 (C 10.00 (C 5.00 (C 100.00 (C	
Closing out sale permit Closing out extension fee Garage sale permit	50.00 (C 30.00 (C 10.00 (C 5.00 (C 100.00 (C	
Closing out sale permit Closing out extension fee Garage sale permit Garage sale permit (residents over age 59) Newsrack permit	50.00 (C 30.00 (C 10.00 (C 5.00 (C 100.00 (C 50.00 (C	シシンシンシン
Closing out sale permit Closing out extension fee Garage sale permit Garage sale permit (residents over age 59) Newsrack permit Newsrack permit processing fee	50.00 (C 30.00 (C 10.00 (C 5.00 (C 50.00 (C 50.00 (C 50.00 (C	シシンシンシン
Closing out sale permit. Closing out extension fee Garage sale permit. Garage sale permit (residents over age 59) Newsrack permit Newsrack permit processing fee Alcoholic beverage license.	50.00 (C 30.00 (C 10.00 (C 5.00 (C 50.00 (C 50.00 (C 50.00 (C 200.00 (C	
Closing out sale permit. Closing out extension fee. Garage sale permit. Garage sale permit (residents over age 59). Newsrack permit . Newsrack permit processing fee. Alcoholic beverage license. Sidewalk sale permit	50.00 (C 30.00 (C 10.00 (C 5.00 (C 50.00 (C 50.00 (C 50.00 (C 200.00 (C 150.00 (C	
Closing out sale permit. Closing out extension fee. Garage sale permit. Garage sale permit (residents over age 59). Newsrack permit processing fee. Alcoholic beverage license. Sidewalk sale permit Sidewalk sale permit during the Art Festival, per restaurant, with inspection . Sidewalk sale permit during the Art Festival per retail business. Parking lot during the Art Festival.	50.00 (C 30.00 (C 10.00 (C 5.00 (C 50.00 (C 50.00 (C 50.00 (C 200.00 (C 150.00 (C 20.00 (C 80.00 (C	
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Closing out sale permit Closing out extension fee Garage sale permit Garage sale permit (residents over age 59) Newsrack permit processing fee Newsrack permit processing fee Alcoholic beverage license Sidewalk sale permit during the Art Festival, per restaurant, with inspection . Sidewalk sale permit during the Art Festival per retail business Parking lot during the Art Festival per retail business Parking lot during the Art Festival Sidewalk café application processing fee (non-refundable) Sidewalk café permit fee 1 – 4 seats 5 – 8 seats 9 – 12 seats	50.00 (C 30.00 (C 10.00 (C 5.00 (C 50.00 (C 50.00 (C 50.00 (C 200.00 (C 150.00 (C 80.00 (C 80.00 (C 100.00 (C 120.00 (C	シシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシ
Closing out sale permit Closing out extension fee Garage sale permit Garage sale permit (residents over age 59) Newsrack permit processing fee Newsrack permit processing fee Alcoholic beverage license Sidewalk sale permit during the Art Festival, per restaurant, with inspection . Sidewalk sale permit during the Art Festival per retail business Parking lot during the Art Festival per retail business Parking lot during the Art Festival Sidewalk café application processing fee (non-refundable) Sidewalk café permit fee 1 – 4 seats 5 – 8 seats	50.00 (C 30.00 (C 10.00 (C 5.00 (C 50.00 (C 50.00 (C 50.00 (C 200.00 (C 150.00 (C 80.00 (C 80.00 (C 100.00 (C 120.00 (C 140.00 (C	シシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシシ

BUILDING AND PERMITTING FEES (CONTINUED)

Solicitation permits application:	
Processing fee	
Permit fee	
Non-profit solicitation permits application:	
Processing fee	
Permit fee	
Special event permit processing fee	
Special event permit	
Non-profit special event permit processing fee	
(Internal Revenue Code 501C(3) organizations)	10.00 (C)

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

BUILDING AND PERMITTING FEES (CONTINUED)

Application and Permit Fees (continued):	
Non-Profit special event permit)
Special events requiring street closure permit processing fee)
Special event permit for events requiring street closure:	,
Small events (less than 400 persons) 100.00 (C)
Large events requiring multiple department approval	ý
5 1 5 1 1 11	,
Duplicate permit placard 10.00 (C)
Duplicate business certificate	
Lien and foreclosure research (allow five business days))
Business certificate processing	
Building/Land Development Code (LDC) Fees (Based on valuation of construction*):	
Building/Land Development Permit Fee (building & land development code enforcemen	
Minimum to \$1,000 in valuation *)
Over \$1,000 in valuation *0.8% [#] of valuation plus \$30.00 *	*
Building & Land Development Code Plan Review Fee: for valuations over \$4,000 excep	νt
Permit requests not requiring plan review	
Plan review fee for revisions25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required, reduction	
allowed for minor revisions on each page)	
Inspector training0.04% of valuation (C)
Affordable Housing fee\$0.00 per sq. ft. (C)
of new or remodeled floor area, excludes areas of garages, carports, cabanas,	
storage sheds, churches, tax exempt non-profit organizations, nursing homes and	
assisted living facilities.	
Roofing permits	
Inspection fee for other City Departments	
State Fee (new or remodeled floor area) 2.5% of permit amount or \$4 minimum (S	
Transfer of permit to new contractor or applicant)
Reinstatement of expired permit (if approved):	
Valuation of \$5,000 or more100.00 (C	<i>'</i>
Valuation of less than \$5,00025.00(C	/
Extension of building permits	
Pool fence violation inspection	
Stop work order inspection fee)
Site development permit (stand alone):	
Minimum fee)
(or .2% of valuation, if higher)**	
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)*** 1.00 (C)

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

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

BUILDING AND PERMITTING FEES (CONTINUED)

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

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

Building permit fees shall be reduced by approximately 50% when using a private provider (due at time of submittal) and will be determined on a case by case basis.

The cost of inspection fees for other City Departments is determined during plan review and paid with building permit except where special circumstances require extra inspections not known at the time of plan review.

The cost of subpermits (mechanical, electrical, plumbing, gas, roof) are included within the building permit fee for single family residential.

Costs for enforcing the Florida Building Code and Land Development Code related costs shall be determined annually and allocated for those areas.

Excavation/Landfill Permit Fees:

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

Competency Card Fees:

Journeyman	. (\$80 for two years, when available) 50.00 (C)
-	\$200 for two years, when available) 100.00 (C)

Demolition Permits (expires within 30 days):

1 or 2 family dwellings	
Accessory buildings	
	6% of valuation or \$100.00, whichever is greater (C)

Electrical Permit Fees:	
Issuing each permit	40.00 (C)
Čentral air conditioning unit	
Cooktop	• •
Dental unit	
Dishwasher	3.00 (C)
Disposal	3.00 (C)
Dryer	• • •
Electric elevator	()
Electric range	()
Electric welder:	()
Transformer type to 50 amps	3.00 (C)
Transformer type over 50 amps	
Fan - Commercial, ceiling, exhaust or bath	
Fan - Residential, ceiling, exhaust or bath	
Fixture - each	
Furnace, oil	
Heating appliance - each	()
Motor or generator - each	• • •
Outlet - each	
Oven	· · ·
Pool wiring	()
Pre-power inspection requests - Inspection fee:	
Residential	40.00 (C)
Commercial	()
Service up to 200 amps	· · ·
Each additional 100 amps to 1200 amps	
Sign outlet, per circuit	
Subfeed panel	· · ·
Temporary service	
Time switch	
Water heater	()
Window air conditioning unit	• • •
X-Ray	
, ,	
Low Voltage Security Alarm System	40.00 (S)
	()
Solar Photovoltaic Building Permit Fee	
Tier 1	50.00 (C)
Tier 2	150.00 (C)
Tier 2 Interconnection of Customer Owned Renewable Generation Syste	ms .240.00 (C)
Cap Darmit Face	
Gas Permit Fees:	
Issuing each permit	• • •
Each gas fixture	

Electrical Permit Fees:	
Issuing each permit	40.00 (C)
Čentral air conditioning unit	
Cooktop	• •
Dental unit	
Dishwasher	3.00 (C)
Disposal	3.00 (C)
Dryer	• • •
Electric elevator	()
Electric range	()
Electric welder:	()
Transformer type to 50 amps	3.00 (C)
Transformer type over 50 amps	
Fan - Commercial, ceiling, exhaust or bath	
Fan - Residential, ceiling, exhaust or bath	
Fixture - each	
Furnace, oil	
Heating appliance - each	()
Motor or generator - each	• • •
Outlet - each	
Oven	· · ·
Pool wiring	()
Pre-power inspection requests - Inspection fee:	
Residential	40.00 (C)
Commercial	()
Service up to 200 amps	· · ·
Each additional 100 amps to 1200 amps	
Sign outlet, per circuit	
Subfeed panel	· · ·
Temporary service	
Time switch	
Water heater	()
Window air conditioning unit	• • •
X-Ray	
, ,	
Low Voltage Security Alarm System	40.00 (S)
	()
Solar Photovoltaic Building Permit Fee	
Tier 1	
Tier 2	150.00 (C)
Tier 2 Interconnection of Customer Owned Renewable Generation Syste	ms .240.00 (C)
Cap Darmit Face	
Gas Permit Fees:	
Issuing each permit	• • •
Each gas fixture	

Building Moving Permits:	
Into or within the City (for buildings over 1,000 square feet)	400.00 (C)
Into or within the City (for buildings 1,000 or less square feet)	200.00 (C)
Outside the City	
Issuance of Temporary Certificate of Occupancy:	
Single family residence	
All others	175.00 (C)
Mechanical Permit Fees:	
Minimum up to \$1,000 valuation	40.00 (C)
Each additional \$1,000 to \$25,000	
(round to next higher thousand)	5 00 (C)
Each additional \$1,000 above \$25,000	2 50 (C)
	2.30 (0)
Plumbing Permit Fees:	
Issuing each permit	40.00 (C)
For installation, alteration or repair or water treatment equipment	5.00 (C)
For repair or alteration to drainage or vent piping	5.00 (C)
Plumbing fixture floor drain or trap - each	5.00 (C)
Repiping - per structure	
Water heater or vent - each	
Reinspection fee:	
For all trades	30.00 (C)
Repeat reinspection on same item	
Continued repeat inspection (3 rd visit or more)	
After the third inspection there will be a hearing before the	
Construction Board of Adjustment and Appeals with possible	
loss of occupational license and a letter to the CILB	
Missed inspection	100.00(C)
Vacuum Breakers or Backflow Prevention Devices:	
One to five	5.00 (C)
Over five, each	0.50 (C)
Gasoline and fuel oil tanks (residential)	10.00 (C)
Septic tank or drain field - each	
Sewer:	
Commercial - each	60.00 (C)
Residential - each	
Replacement of house sewer:	
20' or more in length	50 00 (C)
Less than 20' in length	
Sprinkler system	

Vehicle for Hire Fees: (Driver permit fees valid from October 1 to September 30	
Taxi Driver permit (per driver, per year)6 Non-Motorized Vehicles:	60.00 (C)
Application Fee (one time fee per business)4 Driver Permit:	0.00 (C)
Initial fee, per driver1	5 00 (C)
Renewal fee, per driver, per year	
Well Permit Fees:	
Issuing each permit	(C) 00.04
plus \$4.00 per inch or diameter	up to 6",
Landscaping Fees:	
First landscaping inspection (included in permit fee)	0.00
Re-inspection fee	
	. ,
Tree Removal Permits:	
Single family residential	
Non-residential or multi-family property	
Reinspection of tree (second and third visits)	
Reinspection of tree (each required visit after the third)	
Compensation for removing a protected tree	dbh(C)
OTHER CHARGES:	
Appeals of Building Code heard by Board of Adjustment & Appeals	(C) 00.00
Address change and /or additional requests (commercial and residential):	
Processing Fee for 1 address (all requests – approved or denied)1	5.00 (C)
Processing Fee per address for additional addresses	
(all requests – approved or denied)	
Letter of Reciprocity for contractors	
Off-site advertising sign permit	
Annual outdoor advertising sign permit (per sign)	0.00(C)
Street name petitions (per application)	0.00 (C)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:	
20" high by 9" wide panel80 20" high by 18" wide panel	
40" high by 18" wide panel	
	· · ·

BUILDING AND PERMITTING FEES (CONTINUED)

Banners:

North Park Ave. (Morse Blvd. to Webster Ave., 17 poles) South Park Ave. (Fairbanks Ave. to Morse Blvd., 16 poles) E. Morse Blvd. (US 17-92 to Pennsylvania Ave., 10 double sided poles) W. Morse Blvd. (Pennsylvania Ave. to Interlachen Ave., 11 double	480.00 (C)
sided poles)	660.00 (C)
New England Ave. (New York Ave. to Hannibal Square West, 16 poles	
Pennsylvania Ave. (Lyman Ave. to Israel Simpson Ct., 26 poles)	
N. Orange Ave. (Fairbanks Ave. to Minnesota Ave., 20 poles)	600.00 (C)
S. Orange Ave. (Denning Dr. to US 17-92, 20 poles)	600.00 (C)
Street Pole Signs:	
One time initial posting fee	450.00 (C)
Annual participation fee	
Administrative charge for having overgrown properties mowed,	
cleaned or cleared of debris, hazardous trees or other unsightly articles	150.00 (C)
Administrative charge for repeated mowing or clearing of properties	300.00 (C)
Recording documents with Orange County:	
Notice of Commencement	20.00 (C)
Deed Covenant	30.00 (C)

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

PUBLICATIONS:

Community Redevelopment Agency Plan	15.50	(C)
Community Redevelopment Agency Plan Amendment for Expansion Area	13.65	(C)
Comprehensive Plan Goals, Objectives and Policies	60.00	(C)
Comprehensive Plan Data, Inventory and Analysis	85.00	(C)
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory		. ,
and Analysis	10.00	(C)
Land Development Code	30.00	(C)
Land Development Code (zoning article only)	15.00	(C)
Historic Resources Survey (color copy)		
Historic Resources Survey (black & white copy)	12.80	(C)
Subdivision regulations	10.00	(C)
Park Avenue "Architectural Design Guidelines"		• •
Morse Boulevard "Facade Design Guidelines"		

BUILDING AND PERMITTING FEES (CONTINUED)

The 6th Edition (2017) Florida Building Code may be purchased through the Building Officials Association of Florida website: <u>www.boaf.net</u> OR the International Code Council website: <u>www.shop.iccsafe.org/state-and-local-codes.html</u>

The 2014 National Electric Code can be purchased through the Building Officials Association of Florida website <u>www.boaf.net</u> OR the National Fire Protection Association website: <u>www.nfpa.org/catalog/product</u>

Maps:

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

Retrieval and research of plans and documents in storage

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

Listings:

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

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

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

PUBLIC WORKS FEES

Street Division:	
Regular rates (per hour):	
Division chief	44 70 (C)
Assistant division chief	
Field supervisor	
Foreman/crew leader	
Traffic Control employee	()
Traffic Signal worker	
Equipment Operator II and III	
Street sweeper/Operator I	
Maintenance Worker	
Crew (1 Supervisor and 2 Workers)	
Overtime rates (per hour):	
Division chief	67 05 (C)
Assistant division chief	
	()
Field supervisor	
Foreman/crew leader	()
Traffic Control employee	
Traffic Signal worker	
Equipment Operator II and III	()
Street sweeper/Operator I	()
Maintenance Worker	()
Crew (1 Supervisor and 2 Workers)	118.50 (C)
Holiday rates (per hour):	
Division chief	()
Assistant division chief	· · · ·
Field supervisor	
Foreman/crew leader	()
Traffic Control employee	
Traffic Signal worker	
Equipment Operator II and III	
Street sweeper/Operator I	
Maintenance Worker	
Crew (1 Supervisor and 2 Workers)	158.00 (C)
Equipment: (per hour)	
Excavator	60.00 (C)
Front end loader	60.00 (C)
Vaccon	60.00 (C)
Bucket truck	60.00 (C)
Rubber tire backhoe	30.00 (C)
Street sweeper	
Semitractor w/trailer	
Tandem Dump truck	
Flatbed truck	. ,
Pickup truck	10.00 (C)
Bobcat/skid steer	. ,
Miscellaneous drills, saws, 3-4 inch water pumps	
6" well point/by pass pump	

PUBLIC WORKS FEES (CONTINUED)

Street Division (continued): Barricade daily rental (each) 1.50 (C) **Facilities Maintenance:** Regular rate (per hour): Overtime rate (per hour): Holiday rate (per hour): Vehicle charge (per hour)......14.00 (C) **Engineering:** Drivewav fee:

Additional fee for reinspection	
Final plat review - per lot	
Pressure test reinspection fee	
Project inspection fee:	
Construction cost:	
\$ 0 - \$ 5,000	
\$ 5,000 - \$ 20,000	\$500 plus 4% above \$5,000 (M)
Over \$ 20,000	\$1,000 plus 3% above \$20,000 (M)
Lift stop work order	
Neglect or failure to schedule required i	inspection100.00 (M)
Failure to have City approved site grad	ing plan on site
for inspection	
Right-of-way Permit Fee	

PUBLIC WORKS FEES (CONTINUED)

Engineering, continued:

Right-of-way permit for construction projects utilizing all or part of street/sidewalk (da	ily
rate equals 1/10 of the monthly rate for each day:	
Blocking sidewalk)
Blocking lane of traffic:	
Over 5,000 vehicles per day\$5,000 per month (M)
Under 5,000 vehicles per day\$2,000 per month (M)
Blocking parking lane:	
Inside Central Business District\$3,000 per month (M)
Outside Central Business District\$1,000 per month (M)
Transverse cuts:	
Open cut - paved areas (each cut))
Open cut - right-of- way (each cut)	
Open cut - dirt road (each cut)	
Bore and jack (each operation)	
Copies of blueprints	
Keep Winter Park Beautiful:	
Personalized park benches, various locations)
Dance lessons & sessions	

REFUSE SERVICE FEES

Residential Refuse Service Fees	
Residential collection service	\$18.50
Residential collection service – each additional solid waste cart	\$9.30
Delivery and maintenance charge for each additional garbage cart	\$81.96
Side door service	\$37.00
Residential bulk pickup – up to two cubic yards (requires photo and city approval prior to collection	\$82.10
Residential bulk pickup – each additional cubic yard above two (requires photo and city approval prior to collection	\$34.22
Bulk yard waste in excess of three yards (per each additional yard)	\$12.23

Multi-Family and Commercial Solid Waste Collection – Uncompacted								
Size/Freq	1	2	3	4	5	6	7	Extra PU (per CY)
2	\$57.05	\$115.24	\$174.57	\$235.04	\$296.67	\$359.41	\$423.32	\$26.34
3	\$86.00	\$173.72	\$263.15	\$354.28	\$447.14	\$541.69	\$637.96	\$39.60
4	\$115.24	\$232.76	\$352.57	\$474.66	\$599.02	\$725.67	\$854.61	\$52.93
6	\$173.72	\$350.86	\$531.42	\$715.41	\$902.83	\$1,093.65	\$1,287.92	\$79.60
8	\$232.76	\$470.09	\$711.98	\$958.45	\$1,209.46	\$1,465.05	\$1,725.19	\$106.40
95G Cart Commercial collection service per garbage cart				\$28.06				
95G Cart	Delivery an	d maintenance	e charge for e	each garbage	cart			\$80.41

Multi-Family and Commercial Solid Waste Collection - Compacted								
Size/Freq	1	2	3	4	5	6	7	Extra PU (per CY)
2	\$94.35	\$192.47	\$294.36	\$400.04	\$509.48	\$622.70	\$739.69	\$65.35
3	\$142.24	\$290.13	\$443.68	\$602.88	\$767.76	\$938.30	\$1,114.50	\$98.19
4	\$190.59	\$388.71	\$594.40	\$807.63	\$1,028.40	\$1,256.72	\$1,492.59	\$131.13
6	\$287.29	\$585.90	\$895.84	\$1,217.10	\$1,549.68	\$1,893.58	\$2,248.80	\$197.02
8	\$384.95	\$784.98	\$1,200.12	\$1,630.34	\$2,075.67	\$2,536.08	\$3,011.62	\$263.14

REFUSE SERVICE FEES (CONTINUED)

Multi-Family and Commercial Recyclables Collection

The collection of recyclable materials from multi-family and commercial customers is not governed by the City's franchise agreement with Waste Pro. Please contact Waste Pro at (407) 774-0800 for recycling service options and rates.

Roll-Off and Compactor Collection Services	Customer Rate
Open Top Roll-Off - Per Pull Fee (all sizes)	\$235.81
Compactor - Vertical - Lease	\$251.53
Compactor - 15 cubic yards - Lease	\$503.04
Compactor - 20 cubic yards - Lease	\$534.48
Compactor - 30 cubic yards - Lease	\$565.93
Compactor - 40 cubic yards - Lease	\$597.37
Compactor - Per Pull Fee (all sizes)	\$235.81
Delivery/Dry Run/Relocate	\$90.87
Deodorizer	\$165.69
Front Load Maintenance Fee	\$371.88
Gates	\$22.42
Lock Bar (\$16.02 each if shared)	\$32.05
Locks	\$32.05
Receiver Box	\$213.26
Roll Out	\$44.88
Wheels	\$44.88

STORMWATER FEES

Monthly Stormwater Utility Fees:

iting Stormwater Othity Fees.
Single family residential property: (based on square feet of impervious area:
Class 1 (1,099 and smaller)
Class 2 (1,100 and 1,699)
Class 3 (1,700 and 2,299)
Class 4 (2,300 and 2,899)
Class 5 (2,900 and 3,499)
Class 6 (3,500 and 4,099)
Class 7 (4,100 and 4,699)
Class 8 (4,700 and 5,299)
Class 9 (5,300 and 5,899)
Class 10 (5,900 and 6,499)
Class 11 (6,500 and 7,099)
Class 12 (7,100 and 7,699)
Class 13 (7,700 and 8,299)
Class 14 (8,300 and 8,899)
Class 15 (8,900 and higher)
Multi-family residential property:
Apartment unit - per dwelling unit
Condominium unit - per dwelling unit
Duplex - per dwelling unit
Non-residential/commercial property (per ERU)
(ERU = Equivalent Residential Unit of 2,324 sq. ft.)
rmwater Variance Request 200.00 (C)

Illicit Discharges to Storm Sewers and/or Water Bodies (lakes, ponds, canals, etc.):

SHORELINE ALTERATION FEES

Shoreline Alteration Permit:	
Vegetation removal	No fee
Revetment or seawall	100.00 (C)
Violation of Shoreline Protection Code	
Dock site plan review (Lakes and Waterways Advisory Board):	
Dock only	75.00 (C)
Dock and Boathouse	

BOAT USER FEES

Boat Stickers:

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

	hp + lg * \$0.50 (C) hp + lg * \$0.75 (C)
Annual commercial	permit:
City resident	
Half-year permit (Ja	nuary 1 to June 30):
City resident	hp + lg * \$0.25 (C)
Daily user fee(regard	dless of size of boat and horsepower of motor)\$6.00 (C)

UTILITY SERVICE FEES

Water and Wastewater:		
Commercial and no	n-single family residential plan review fe	e:
Vertical cons	truction	
Interior altera	ations	
Each revision	٦	
Single family resider	ntial plan review fee:	
New constru	ction	
Alterations		
Each revision	٦	
Utility inspection/site	visit/meetings (each inspection)	
Cut on/off fee:		
Utility Service Applic	ation Fee	5.00 (C)
Service Activation F	ee	
Service Activation F	ee - after 4:30 p.m	
Broken Lock	·	
Broken Yoke		
Emergency cut on/o	ff - 7:00 a.m. to 3:30 p.m	No charge (C)
Emergency cut on/o	ff - 3:30 p.m. to 4:30 p.m	
Emergency cut on/o	ff - after 4:30 p.m	
	·	
Non-payment – up t	o 4:30 p.m	
	4:30 p.m.	
Broken/damaged cu	rb stop valve replacement fee	
	e	
Meter and Service Installa	tion:	
Inside City:		
3/4 inch meter		
1 inch meter		
1 ½ inch meter		
2 inch meter		
3 inch meter		see below
4 inch meter		see below
6 inch meter		see below
8 inch meter		see below
10 inch meter		see below

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

UTILITY SERVICE FEES (CONTINUED)

Outside City (*):

3/4 inch meter	·	
1 inch meter		
	r	
3 inch meter		see below
4 inch meter		see below
6 inch meter		see below
8 inch meter		see below
10 inch meter		see below

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

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

Field Testing Meters (flow test):

3/4 inch meter

Bench Testing Meters:

Cost of Test - by meter size - Outside Service Contracted:	
3/4 inch meter	108.00 (C)
1 inch meter	108.00 (C)
1 ½ inch meter	
2 inch meter	
Cost of Test - by meter size - In-House City Staff Utilized	
3/4 inch meter x 2.0 hours	
1 inch meter x 2.0 hours	
1 ¹ / ₂ inch meter x 2.5 hours	
2 inch meter x 2.5 hours	

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

Bacteriological Samples Test Fee:

Sampling fee (per sample)	35.00 (C)
Sampling after 3:30 pm (in addition to sampling fee)	

UTILITY SERVICE FEES (CONTINUED)

Water Impact Fees:	
Inside City:	
3/4 inch	
1 inch	
1 ½ inch	
2 inch	
3 inch	
4 inch	
6 inch	
8 inch	
Outside City:	
3/4 inch	
1 inch	
$1\frac{1}{2}$ inch	
2 inch	11,000.00 (C)
3 inch	22,000.00 (C)
4 inch	34,375.00 (C)
6 inch	68,750.00 (C)
8 inch	

Note 1: Water impact fees will be assessed based on number of dwelling units (e.g. multi-family) or other methods as deemed appropriate by the Water and Wastewater Department in lieu of the meter sizes noted above. Contact the Department for additional information or estimate for water impact fees.

Note 2: Water impact fee for one dwelling unit (single family or multi-family) is based on the 3/4 inch meter size above.

Water Main Extension Fees:

Inside City, per foot	actual cost
Outside City, per foot	1.25 times actual cost

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

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

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

1 inch fire line	
2 inch fire line	
Larger than 2 inch fire line	(actual cost at time of installation)

UTILITY SERVICE FEES (CONTINUED)

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

1 inch fire line	
2 inch fire line	
Larger than 2 inch fire line	(actual cost at time of installation)

Water Main Tapping Fees (Inside City):

2 inch		158.00 (C)
4 inch		237.00 (C)
6 inch		260.00 (C)
8 inch		300.00 (C)
	٦	
		· · ·

Water Main Tapping Fees (Outside City):

2 inch)
4 inch)

Meter Relocation Fee:

Inside City:	
3/4 inch	
1 inch	
1 ½ inch – 2 inch	
3 inch - 8 inch	Labor and materials (C)
Outside City (*):	
3/4 inch	
1 inch	
1 ½ inch – 2 inch	
3 inch - 8 inch	Labor and materials plus 25% (C)

Lot split relocation fees shall be assessed upon the Meter and Installation of Service Fee if a new service is required.

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

Sewer Impact Fees:

Inside City:	
Impact fee - singe family	2,700.00 (C)
Impact fee - multiple dwelling	2,700.00 (C)
Impact fee - ERC	
Outside City:	
Impact fee - singe family	3,375.00 (C)
Impact fee - multiple dwelling	3,375.00 (C)
Impact fee - ERC	

UTILITY SERVICE FEES (CONTINUED)

Sewer Laterals:	
Installation Fee:	
Inside City:	
0-6' Deep	1,730.00 (C)
6-12' Deep	
>12' Deep	Actual Cost
Outside City:	
0-6' Deep	
6-12' Deep	
>12' Deep	1.25 x actual Cost
FDOT permit application fee	
Gravity sewer inspection and light cleaning (per foot)	

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

Note: Installation fees above are for typical lateral installations. As determined by the Water and Wastewater Department, sewer lateral installations that are not typical in length, depth or complexity may require a specific cost estimate for the installation fee.

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

Regular rates: (per hour)	
Water Distribution and Wastewater Collection Division Chief	58.00 (C)
Field Supervisor	47.00 (C)
Equipment Operator	35.00 (C)
Foreman/Crew Leader	44.00 (C)
Utility Service Worker	25.00 (C)
Overtime rates: (per hour)	
Water Distribution and Wastewater Collection Division Chief	73.00 (C)
Field Supervisor	70.00 (C)
Equipment Operator	52.00 (C)
Foreman/Crew Leader6	6.00 (C)
Utility Service Worker	37.00 (C)
Holiday rates: (per hour)	
Water Distribution and Wastewater Collection Division Chief 17	16.00 (C)
Field Supervisor	94.00 (C)
Equipment Operator	70.00 (C)
Foreman/Crew Leader	38.00 (C)
Utility Service Worker	50.00 (C)
Vehicle Charges: (per hour)	
Flatbed dump truck1	15.00 (M)
Small dump truck1	15.00 (M)
Tandem dump truck	30.00 (M)
Pickup truck1	15.00 (M)
Crew cab2	20.00 (M)
TV Van7	75.00 (M)
Locator (call duty) van1	15.00 (M)
Vaccon	35.00 (M)
Semitractor6	30.00 (M)

UTILITY SERVICE FEES (CONTINUED)

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

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

WATER AND WASTEWATER USAGE FEES (COST BASED)

	Inside the City Limits					
		Water Reclaimed				
	Water	(Commercial/Public	Water	Water		
	(Residential)	Authority)	(Irrigation)	(Irrigation)	Sewer	
	Rates per 1,00	0 gallons of consumptio	n			
Block 1	1.24	1.24	2.63	0.99	4.86	
Block 2	1.84	1.84	3.52	0.99	4.86	
Block 3	2.63	2.63	4.51	0.99	4.86	
Block 4	3.52	3.52	6.54	0.99	4.86	
Block 5	4.51	4.51	6.54	0.99	4.86	
Block 6	6.54	4.51	6.54	0.99	4.86	
Base ERM						
Charge	8.82	8.82	8.82	8.82	10.43	
Additional						
Unit Charge	4.75	4.75	4.75	N/A	5.61	

	Outside the City Limits				
		Water		Reclaimed	
	Water	(Commercial/Public	Water	Water	
	(Residential)	Authority)	(Irrigation)	(Irrigation)	Sewer
	Rates per 1,00	0 gallons of consumptio	n		
Block 1	1.56	1.56	3.30	1.24	6.07
Block 2	2.30	2.30	4.39	1.24	6.07
Block 3	3.30	3.30	5.64	1.24	6.07
Block 4	4.39	4.39	8.17	1.24	6.07
Block 5	5.64	5.64	8.17	1.24	6.07
Block 6	8.17	5.64	8.17	1.24	6.07
Base ERM					
Charge	11.03	11.03	11.03	11.03	13.03
Additional					
Unit Charge	5.94	5.94	5.94	N/A	7.01

ERM = Equivalent Residential Meter

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

WATER AND WASTEWATER USAGE FEES (CONTINUED)

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

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

Block Structure Price Breaks by Meter Size:

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

Residential Water Block Structure						
					Usage	
	L	Isage Up To	0		Over:	
Block 1	Block 2	Block 3	Block 4	Block 5	Block 6	
(1,000	(1,000	(1,000	(1,000	(1,000	(1,000	
gallons/	gallons/	gallons/	gallons/	gallons/	gallons/	
month)	month)	month)	month)	month)	month)	
4	8	12	16	20	20	

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

WATER AND SEWER DEPOSITS

Water or Irrigation Deposits:

Inside City:		
3/4 inch meter		
1 inch meter		
1 ½ inch meter		105.00 (C)
2 inch meter		
3 inch meter		
4 inch meter		
6 inch meter		600.00 (C)
8 inch meter		Average bill x 3 (C)
10 inch meter		Average bill x 3 (C)
Outside City:		
3/4 inch meter		
1 inch meter		100.00 (C)
1 ½ inch meter		130.00 (C)
2 inch meter		165.00 (C)
3 inch meter		
4 inch meter		
6 inch meter		
10 inch meter		Average bill x 3 (C)
Water and Sewer De	<u>posits:</u>	
Inside City:		
3/4 inch meter		105.00 (C)
1 inch meter		120.00 (C)
1 ½ inch meter		150.00 (C)
2 inch meter		
		600.00 (C)
6 inch meter		
		Average bill x 3 (C)
Water and Sewer De	<u>posits (continued):</u>	
Outside City:		
1 ½ inch meter		
3 inch meter		
4 inch meter		
6 inch meter		
8 inch meter		
10 inch meter		Average bill x 3 (C)

WATER AND SEWER DEPOSITS (CONTINUED)

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

3/4 inch meter	······································	135 00 (C)
	r	
2 inch meter		()
3 inch meter		
4 inch meter		
6 inch meter		()
8 inch meter		
10 inch meter		Average bill x 3 (C)
Fire Line Deposits:		
Inside City:		
1 inch meter		11.25 (C)
2 inch meter		
3 inch meter		()
4 inch meter		
6 inch meter		()
8 inch meter		()
		()
	e connection	
	e connection	()
Outside City:		
1 inch meter		14.00(C)
2 inch meter		()
3 inch meter		
4 inch meter		
		()
6 inch meter		
8 inch meter		()
		()
	e connection	
16 inch service	e connection	1,225.00 (C)
Fire Hydrant Meter De	eposit	

ELECTRIC RATES (COST)

Residential Rates							
Customer Charge	\$	16.98	per month				
Energy Charge:							
1 st 1,000 kWh	\$	0.066240	per kWh				
All kWh above 1,000	\$	0.088400	per kWh				
Fuel Cost Recovery Factor:							
1 st 1,000 kWh	\$	0.024990	per kWh				
All kWh above 1,000	\$	0.034990	per kWh				
Franchise Fee		6.0000%					
Gross Receipts Tax		2.5641%					
Electric Utility Tax		10.0000%					
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to	Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.						

Lighting Service (LS-1)								
Fixture and Maintenance Charge (includes energy charge a	Depends upon fixture							
recovery)			type					
Customer charge (per line of billing):								
Metered accounts	\$	3.49	per month					
Non metered accounts	\$	1.22	per month					
Energy & demand charge	\$	0.023490	per kWh					
Fuel cost recovery factor	\$	0.028980	per kWh					
Franchise Fee	\$	0.060000						
Gross Receipts Tax	\$	0.025641						
Electric Utility Tax	\$	0.100000						
Subsequent Re-establishment of service	\$	10.00						

GENERAL SERVICE ELECTRIC RATES

Non-Demand (GS-1) Rates will also apply to Temporary Service (TS-1)							
Customer Charges:		· · · ·					
Non Metered Accounts	\$	7.11	per month				
Metered Accounts:							
Secondary Delivery Voltage	\$	17.55	per month				
Primary Delivery Voltage	\$	221.86	per month				
Energy Charge	\$	0.073680	per kWh				
Fuel Cost Recovery Factor	\$	0.028980	per kWh				
Franchise Fee		6.0000%					
Gross Receipts Tax		2.5641%					
Electric Utility Tax		10.0000%					
EL State Sales Tax (commercial only, first \$5,000)		7.4500%					
EL State Sales Tax (commercial only, over \$5,000)		6.9500%					
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subj	ect t	o the 10.0% ele	ectric utility tax.				

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2)							
(For customers with fixed wattage loads operating continuously throughout the billing period)							
Customer Charges:							
Non Metered Accounts	\$	7.45	per month				
Metered Accounts	\$	18.38	per month				
Energy Charge	\$	0.037360	per kWh				
Fuel Cost Recovery Factor	\$	0.028980	per kWh				
Franchise Fee		6.0000%					
Gross Receipts Tax		2.5641%					
Electric Utility Tax		10.0000%					
EL State Sales Tax (commercial only, first \$5,000)		7.4500%					
EL State Sales Tax (commercial only, over \$5,000) 6.9500%							
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject	ect to	the 10.0% ele	ectric utility tax.				

Demand (GSD-1)						
Rates will also apply to Temporary Service (TS)						
Applicable for any customer other than residential with a measurable annual kWh consumption of						
24,000 kWh or greater per yea	ar					
Customer Charges:						
Secondary Delivery Voltage	\$	18.28	per month			
Primary Delivery Voltage	\$	231.26	per month			
Demand Charge	\$	5.05	per kWh			
Energy Charge	\$	0.042160	per kWh			
Fuel Cost Recovery Factor	\$	0.028980	per kWh			
Delivery Voltage Credit: when a customer takes delivery at	\$	0.350000	Per kWh			
primary voltage, the demand charge will be subject to this credit						
Metering Voltage Adjustment: When a customer takes delivery		1.0000%				
at primary voltage, the energy charge, demand charge and						
delivery voltage credit will be subject to this adjustment						
Franchise Fee		6.0000%				
Gross Receipts Tax		2.5641%				
Electric Utility Tax		10.0000%				
EL State Sales Tax (commercial only, first \$5,000)		7.4500%				
EL State Sales Tax (commercial only, over \$5,000)		6.9500%				
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subje	ect to	the 10.0% ele	ectric utility tax.			

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

	611-	- (00DT 4)				
General Service Demand Optional Time of Use (GSDT-1) Closed to new customers as of 06-01-2006						
Customer Charges:		500				
Secondary Delivery Voltage	\$	29.01	per month			
Primary Delivery Voltage	\$	234.93	per month			
Demand Charges:						
Base Demand	\$	1.27	per kWh			
On Peak Demand	\$	3.84	per kWh			
Energy Charges:						
On-peak kWh	\$	0.070080	per kWh			
Off-peak kWh	\$	0.028430	per kWh			
Fuel Cost Recovery Factors:						
On-peak kWh	\$	0.036910	per kWh			
Off-peak kWh	\$	0.026370	per kWh			
Delivery Voltage Credit: when a customer takes delivery at	\$	0.350000	Per kWh			
primary voltage, the demand charge will be subject to this credit						
Metering Voltage Adjustment: When a customer takes delivery		1.0000%				
at primary voltage, the energy charge, demand charge and						
delivery voltage credit will be						
Franchise Fee		6.0000%				
Gross Receipts Tax		2.5641%				
Electric Utility Tax		10.0000%				
EL State Sales Tax (commercial only, first \$5,000)		7.4500%				
EL State Sales Tax (commercial only, over \$5,000)		6.9500%				
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subje	ect to	the 10.0% ele	ectric utility tax.			

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

TEMPORARY SERVICE (TS)

(Rate from appropriate General Service schedules are applied)

Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes

Deposit required at the time of initiating service

Service Charges		
Opening an account at a new service location (permanent connection)	\$ 61.00	
Opening an account at a new service location (temporary connection)	\$ 104.00	
Utility service application fee	\$ 5.00	
Service activation fee (up to 4:30)	\$ 29.00	
Service activation fee (after 4:30)	\$ 87.00	
Reconnect service	\$ 29.00	
Reconnect service after a disconnection for nonpayment or		
Violation of a rule or regulation (up to 4:30)	\$ 44.00	
after normal business hours (after 4:30)	\$ 87.00	
Change of account with leaving service active (applicable to multi-	\$ 10.00	
housing only)		
Electric meter tampering fee	\$ 77.00	
Disconnect of electric service at the pole (non-payment)	\$ 250.00	
Demolition of building (per metering location)	\$ 250.00	
Deposit for electric service	\$ 250.00	Or two months estimated charges, whichever is greater
Prepare trees around power lines for safe private trimming or removal if necessary		Actual cost

RESIDENTIAL UNDERGROUND SERVICE FEE (applies to single family residential projects only)	
Remodels	3,000.00
Under 400 amp service	3,000.00
400 amp and greater	Cost to serve

Deposit required for electric service:

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

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

Fire line size (flat rate per month):	
1 inch service connection	
2 inch service connection	11.87 (C)
3 inch service connection	
4 inch service connection	
6 inch service connection	
8 inch service connection	119.19 (C)
10 inch service connection	171.39 (C)
12 inch service connection	
16 inch service connection	

Outside City: (buildings with separate plumbing facilities for fire protection): Fire line size (flat rate per month):

1 inch service connection	
2 inch service connection	
3 inch service connection	
4 inch service connection	
6 inch service connection	
8 inch service connection	
10 inch service connection	
12 inch service connection	()
16 inch service connection	()
	()

CROSS CONNECTION CONTROL PROGRAM FEES

Backflow testing charge (per device inside City)
Backflow testing charge (per device outside City)40.00 (M)
Replacement charges: Inside City:
1 inch PVB
1 ½ inch PVB
2 inch PVB
Outside City:
1 inch PVB
1 inch Reduced pressure290.00 (C)
1 ½ inch PVB
2 inch PVB
Repair charges: Repair 3/4" – 1" backflow preventors (includes parts and labor) 45.00 (C) Repair 1 1/4" – 2" backflow preventors (includes parts and labor) 75.00 (C)

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

UTILITY DEMOLITION DISCONNECT FEES

lity disconnects for demolition:	
Inside City: Water services (cut and cap behind meter @ propert	w line and installation of her
bib stand):	
3/4" - 1"	
1.5" - 3"	
4"	
6"	()
8"	
Fire lines (cut and cap @ property line):	
2"	36.00 (C)
4"	
6"	
-	
Sanitary sewer laterals (cut and cap & install cleanou	
Up to 6" (per line), 6' deep or less	
Up to 6" (per line), greater than 6' deep	
Electric services	
Outside City:	
Water services (cut and cap behind meter @ propert	y line and installation of hos
bib stand):	-
3/4" - 1"	
1.5" - 3"	
4"	
6"	
8"	
Fire lines (cut and cap @ property line):	
2"	45 00 (C)
4"	
6"	
Sanitary sewer laterals (cut and cap & install cleanou	it @ property line:
Up to 6" (per line), 6' deep or less	
Up to 6" (per line), greater than 6' deep	719.00 (C)
Electric services	
e hydrant relocation fee:	
Inside City	1,902.00 (C)
Inside City Outside City applicable Orange County permit fees. Addition extensive restoration costs as required by FDOT or Orange C	2,377.00+ (C) onal costs may be assessed o

LINE STOP FEES

Inside City:

Line stop fees (with contractor or owner support):

4", single	
4", double	
6", single	
6", double	
8", single	
8", double	
10", single	
10", double	
12", single	
12", double	

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

4", single	
4", double	
6", single	
6", double	
8", single	
8", double	
10", single	
10", double	
12", single	
12", double	

Outside City:

Line stop fees (with contractor or owner support):

4"0, single	2,360.00 (C)
4", double	
6", single	
6", double	
8", single	
8", double	
10", single	
10", double	
12", single	
12", double	
	. ,

LINE STOP FEES (CONTINUED)

Outside City:

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

4", single	
4", double	
6", single	
6", double	
8", single	
8", double	
10", single	
10", double	
12", single	
12", double	

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

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

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

Plus Orange County right-of-way permit use fees

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

Inside City	
Outside City	

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

INSTA-VALVE FEES

Inside City:

Insta-va	live fees (with contractor or owner support):	
4	4"	
	6"	
8	8"	4,671.00
	10"	6,281.00
	12"	

Inside City:

Insta-valve fees (with no support from contractor or owner):

4"	4,922.00
6"	4,948.00
8"	
10"	
	-,

Outside City:

Insta-valve fees (with contractor or owner support):

4"	
	4,990.00
8"	
10)"

Outside City:

Insta-	valve fees (with no support from contractor or owner):	
	4"	6,153.00
	6"	6,185.00
	8"	6,655.00
	10"	9,176.00
	12"	10,478.00

Support from contractor or owner includes assisting the Insta-vale procedure by excavating around pipe, and provide backhoe as needed.

INDUSTRIAL WASTE FEES

A formula is used to determine the surcharges. The surcharge is proportionate to the water consumption and exceedance of any or all of BOD, TSS or oil and grease. The more water used, the higher the surcharge will be, likewise, the less water used the lower the surcharge will be.

The charges are based on three factors:

- Biological Oxygen Demand (BOD) 300 mg/L
- Total Suspended Solids (TSS) 300 mg/L
- Oil and Grease 100 mg/L

Biological Oxygen Demand (BOD):

BOD is a measurement of the amount of oxygen being depleted in the wastewater. Oxygen depletion can occur because of a number of reasons. The main reason is the decaying of organics. Anything that had life in it at one time will use oxygen in its decaying process. Oxygen is critical for the proper treatment of wastewater. It is very expensive to oxidize wastewater. This test is performed by an independent laboratory. It takes five days to get the results back. The maximum allowable limit is 300 mg/L.

Total Suspended Solids (TSS):

Total Suspended Solids are any solids that will not settle in moving water. This test is performed by an independent laboratory. The laboratory bakes the water out of the sample. The maximum allowable limit is 300 mg/L.

Oil and Grease:

Any petroleum product, oil based product, or animal or vegetable fat will show up as an oil or grease. An independent laboratory on an as needed basis performs this test. The maximum allowable limit is 100 mg/L.

Formula for calculation- Test results from all 3 parameters express in mg/l will be added for the total surcharge amount plus laboratory fees.

Milligrams per liter TSS-300 times the monthly flow expressed MGD (60,000=0.060)*3.3054=

Milligrams per liter BOD-300 times the monthly flow expressed MGD (60,000=0.060)*3.3054=

Milligrams per liter Oil & Grease 100 times the monthly flow expressed MGD (60,000=0.060)*3.3054=

INDUSTRIAL WASTE FEES (CONTINUED)

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

Copies:

copies.		
Parking or uniform traffic citation	0.15 ((S)
Double sided copies	0.20 ((S)
Certified copies	1.00 ((S)
Reports except traffic or homicide (per page)	0.15 ((S)
Traffic or homicide reports	25.00 ((S)
Fingerprinting of civilians (except employee applicants) (city residents)	5.00 ((C)
Fingerprinting of civilians (except employee applicants) (non-residents)	10.00 ((C)
Photographs, recordings and videos on CD	1.00 ((S)
Audio tapes (including 911 calls)	1.00 ((S)
Video copy of DUI cases	1.00 ((S)
Background checks	5.00 ((C)
Crash report	2.00 ((S)
Good conduct letter	10.00 ((C)

Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time.

Off-Duty Police Services (four hour minimum):

Regular Off-Duty Rates per Hour:	
Police officer	45.00 (C)
Details requiring a police supervisor	
Holiday Off-Duty Rates per Hour:	
Police officer	67.00 (C)
Details requiring a police supervisor	
City Holidays:	
New Year's Day	
Martin Luther King, Jr. Day	
Memorial Day	
Independence Day	
Labor Day	
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Eve	
Christmas Day	
New Year's Eve	

Civil Penalty Fines:

Interference with overtime parking enforcement	50.00	(M)
Tampering with immobilization device		
Removal of immobilization device by enforcement officer	75.00	(M)
Skateboarding within central business district	10.00	(M)

Responding to false alarms:

First response	
Second and third response within 6 months of first response	0.00
Business:	
Fourth response within 6 months of third response	50.00 (M)
All succeeding responses within 6 months of the last response	
Residential:	
Fourth response within 6 months of third response	25.00 (M)
All succeeding responses within 6 months of the last response	
Parking Fines: *	
Each fine amount includes a \$5.00 surcharge as authorized by Fl	orida Stato Staturo
316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossir	
within the City of Winter Park	ig Odard programs
Blocking drive or roadway (travel lane/obstructing traffic)	25 00 (M)
Bus zone or taxi stand	
Disabled only/permit required.	()
Double parking	
Extended over lines	
Fire lane/hydrant/red curb	()
Loading zone (commercial vehicles only)	
Other	
On parkway	()
On sidewalk/crosswalk	
Over posted time limit	()
	()
Parking prohibited (yellow curb/no sign) Rear or left wheels to curb	
Successive overtime (each offense)	
Unauthorized (reserved) space	
Where signs prohibit Movement of vehicle in Central Business District to circumvent	25.00 (IVI)
-	
posted parking restrictions	

After five days, an additional \$5.00 will be assessed for any of the parking fines listed above.

* After receiving a mailed Notice of Summons for any or the above parking fines, an additional \$15.00 will be assessed.

Traffic signal violations:

PUBLIC SAFETY FEES (CONTINUED)

FIRE FEES: EMS Transport Fee:

720.00 (M)
1,028.00 (M)

Motor Vehicle Fire Response:

Motor Vehicle Fire Response:	500.00 (M)
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False Alarm Response fee:

First response	0.00 (M)
Second and third response within 6 months of first response	
Fourth response within 6 months of third response	
All succeeding within 6 months of the last response	250.00 (M)
Known alarm is activated by on scene construction workers	ζ,
or alarm company technicians	

Fire/Rescue Service fees:

Fire inspections:

After hour inspections	
Maintenance reinspection fee:	
First reinspection	No Charge (M)
Second reinspection	
Third reinspection	
Fourth reinspection	
Any subsequent reinspections	

Inspector Training fee, per project (\$1,000 minimum project value)25.00 (M)

PUBLIC SAFETY FEES (CONTINUED)

Licensing Fees:	
Health Department inspections	40.00 (M)
HRS inspections	
Occupational License inspections	
Permits By Use: (annual registration fee)	
Ammunition, explosives and blasting agents	40.00 (M)
Burn permits (bonfires)	40.00 (M)
Cryogenic fluids	
Dry cleaning plants	
Fire lane permits	
Fireworks	
Flammable/combustible liquids	
High piled combustible stock	
Hazardous chemicals	
LP gas	
Lumber storage	
Places of assembly	
Repair garages	
Tents and air supported structures	
<u>Plans Review Fees:</u> Construction plans review - new and existing:	
\$1,000 value or less (no inspector training fee)	25.00 (M)
\$1,001 value or over	s 0.05% of total work (M)
Revised plans25.00 (unless more than 50% of original pl	an, then full fee applies) (M)
Construction inspections 25.00 or 1/2% of valuation (
After hour inspections	
Construction reinspection fees:	
First reinspection	40.00 (M)
Second reinspection	
Additional reinspection	
	()

Special Detail Services:

Personnel requested or required to be detailed for	
Special events (minimum of 3 hours)	47.00 per hour/per employee (C)
Special events (supervisor, if necessary)	57.00 per hour/per supervisor (C)

PUBLIC SAFETY FEES (CONTINUED)

Public Education Services:

Fire station birthday party program:	
Basic program	175.00 (C)
Plus \$5.00 per person up to a maximum of 20 attendee	
First aid class (per student)	20.00 (C)
CPR classes (per student)	
Offsite training fee (per student)	
Combination first aid and CPR class (per student)	
Babysitter training class (per student)	55.00 (C)
Basic medical training class (per student)	100.00 (C)
Intermediate medical training class (per student)	150.00 (C)
Advanced medical training class (per student)	
Fire training course (classroom only, per student)	500.00 (C)
Advanced fire training (includes cost of materials, per student).	700.00 (C)

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball	450.00 (N	1)
Men's Basketball League Team Fee	•	
Co-ed Kickball		

Field Rental Rates: 50% of field rental fees allocated to field maintenance fund.

Cady Way, Martin Luther King, Jr. and Ward Park Baseball, Softball and Multipurpose fields A-1, A-2, C and Showalter East Multipurpose Fields 1, 2:

Non-Profit Organizations and Winter Park Residents will receive 20% off listed rates.

Before 5:00 p.m., per hour))
After 5:00 p.m., per hour	
Saturday and Sunday55.00 (M	
Unscheduled or late reservation rates (less than two full business days),	
per hour/before 5:00 pm	1)
Unscheduled or late reservation rates (less than two full business days),	
per hour/after 5:00 pm75.00 (M	1)
Field prep (lines), per field each time (standard lining multipurpose field) 50.00 (C)
Field prep (lines), per field each time (multi lining multipurpose field) 100.00 (C	;)
Field prep (lines), late reservations per multipurpose field Standard lines 100.00 (C (less than two full business days notice)	;)
Field prep (lines), for late reservations per multipurpose field Multi lines 150.00 (C (less than two full business days notice)	;)
Field prep (lines), per field each time (standard lining Baseball/Softball) 25.00 (C	;)
Field prep (lines), per field each time (specialty lining Baseball/Softball) 50.00 (C)
Field prep (lines), for late reservations per Baseball Softball field	;)
All day (8:00 am to 9:00 pm))
All day (8:00 am to 9:00 pm) Weekend650.00 (M	
Winter Park Youth League Fee: (specific guidelines apply) Martin Luther King, Jr., Showalter East 1,2 and Ward A1, A2, C,	:)
Baseball, Softball Fields	•)
Ward Park Field B:	
Before 5:00 p.m., per hour	
After 5:00 p.m., per hour	
Saturday and Sunday70.00 (M	1)

PARKS AND RECREATION FEES (continued)

Ward Park Field B (continued):

Unscheduled or late reservation rates (less than two full business days), per hour/before 5:00 pm	50.00 (M
Unscheduled or late reservation rates (less than two full business days),	
per hour/after 5:00 pm	75.00 (M)
Field prep (lines), per field each time (standard lining)	50.00 (C)
Field prep (lines), per field each time (multi lining)	100.00 (C)
Field prep (lines), for late reservations per field Standard lining	100.00 (C)
Field prep (lines), for late reservations per field multi lining	150.00 (C)
All day (8:00 am to 9:00 pm)	. 500.00 (C)
All day (8:00 am to 9:00 pm) Weekend	900.00 (M)
Winter Park Youth League Fee Field B: Field B	35.00 (C)
	00.00 (0)

Showalter Stadium: 25% of Stadium rental fees allocated to field maintenance account.

Track Only (less than 400 people, 2 hour minimum, includes starting blocks)	
Deposit	
Before 5:00 p.m., per hour	
After 5:00 p.m., per hour	
Saturday/Sunday	
Full Day 8:00 a.m. to 5:00 p.m	
Full Evening 5:00 p.m. to 10:00 p.m	
Full Day Weekend 8:00 a.m. to 5:00 p.m	400.00 (M)

Field Only (less than 400 people, 2 hour minimum,)	
Deposit	500.00 (M)
Before 5:00 p.m., per hour	
After 5:00 p.m., per hour	
Saturday/Sunday	75.00 (M)
Full Day 8:00 a.m. to 5:00 p.m	
Full Evening 5:00 p.m. to 10:00 p.m	
Full Day Weekend 8:00 a.m. to 5:00 p.m	500.00 (M)

PARKS AND RECREATION FEES (continued)

Stadium (includes scoreboard, track, equipment package, Ward C and Showalter East Fields. Video display scoreboard not included) Deposit
Concession Stand (2 hour minimum)
Deposit
Hourly
Full Day 8:00 a.m. to 5:00 p.m
Full Evening 5:00 p.m. to 10:00 p.m
Equipment (includes pole vault pads and standards, high jump pads and standards, steeplechase, One discus cage, nine starting blocks, one shotput circle and 130 hurdles) Deposit
Showalter Track Membership October 1 through September 30 Prorated
Monthly Resident
Monthly Non Resident
Annual Resident
Annual Non Resident250.00 (M)
Trainer/Instructor: Less than 15 students, October 1 through September 30 Prorated Monthly

PARKS AND RECREATION FEES (continued)

Program Fees:

Recreation ID Card:	
Resident, Military or 1 st Responder	
Non-resident	
Card Replacement Fee	

After School Program:

Resident (monthly).	.50.00 (M)
Non-resident (monthly)	
Registration fee	• • •
Fee for students qualifying for reduced lunch, (monthly), (City residents only)	
Fee for students qualifying for free lunch, (monthly), (City residents only)	

After School Program (continued):

Middle School After School Program (per semester):	
Resident, Registration Fee	25.00 (M)
Non-Resident Registration	

Teen Summer Camp Program (completed grades 5 – 7, per week):	
Resident	60.00 (M)
Each Additional Resident Child in same family	40.00 (M)
Free/reduced lunch programs, per child	
Non-resident	
Additional non resident child	65.00 (M)
Registration fee	25.00 (M)

Summer Camp Program (completed grades K – 4, per week):	
Resident:	
1 st child in family	85.00 (M)
Each additional child in family	
Non-resident	
Non Resident Additional Child	
Registration Fee	
Free lunch	
Reduced lunch,	
Registration Fee	
School's Out Program (single day camp during school year holidays:	
Resident, per day	15.00 (M)
Non-resident, per day	
After School Participant	· · · · · · · · · · · · · · · · · · ·

PARKS AND RECREATION FEES (continued)

Holiday Camps: Half Session – 2-3 Days	
Resident	50.00 (M)
Non-resident	75.00 (M)
After School Participant	25.00 (M)
Full Session – 4-5 Days	
Resident	· · ·
Non-resident,	· · ·
After School Participant,	35.00 (M)
Kid Night Out:	
Early Bird Fee (Tuesday before kid night out)	5.00(M)
Registration Fee	8.00(M)
Late pick up fee:	
1 st 30 minutes	
Each additional 15 minutes	· · /
Late payment fee	5.00 (M)
General Program Guidelines: Youth/Teen Program Fees (based on minimum enrollment)	. Direct Cost
Adult Programs (based on minimum enrollment)Direct Cos	sts plus 15%
Contracted program fees will not exceed 110% of the regional market rat program. CRA funded programs will be offered at a zero to nominal fee.	e for a similar
Community Center & Cady Way Pool:	
Daily (Resident, Military or 1 st Responder)	2.00 (M)
Daily (non-resident)	
Group rate (residents, over 15 guests in a group, per group member)	
Group rate (non-residents, over 15 guests in a group, per group member)	
Ten visit punch pass (resident)	
Ten visit punch pass (non-resident)	
Pool rental:	
Less than thirty guests (hourly, 2 hour minimum)	100 00 (M)
Additional hourly fee per fifteen guests over initial thirty guests	
Deposit	
Pool Party – 2 hours, maximum of 40 guests, normal operational hours	
(Seasonal Passes Run May-October, November-April)	
Individual Pool Pass – (Resident, Military or 1 st Responder)	55.00 (M)
Individual Pool Pass – (non-resident)	()
(,,,	

PARKS AND RECREATION FEES (continued)

Community Center & Cady Way Pool (continued):

Family Pool Pass – (residents, up to 5 family members per pass)	. 150.00 (M)
Family Pool Pass – (non-residents, up to 5 family members per pass)	
Family Pool Pass – (CRA residents, up to 5 family members per pass)	
Lap Swim Pass – (Resident, Military or 1 st Responder)	35.00 (M)
Lap Swim Pass – (non-resident)	
Lap Swim Pass – (CRA resident)	
Cady Way Reserved Camp Swim	
Dive In's & City Sponsored Events (current pass holders)	
Dive In's & City Sponsored Events (residents)	1.00 (M)
Dive In's & City Sponsored Events (non-residents)	3.00 (M)
Swim Lessons	
Resident Group lessons	35.00(M)
Non-Resident Group lessons	50.00(M)
Private Lessons	
1 lesson	30.00(M)
5 lessons	125.00(M)
10 Lessons	200.00(M)
Semi Private Lessons	
1 lesson	35.00(M)
5 lessons	
10 Lessons	235.00(M)
Fitness/Weight Room:	
Annual Pass: *prorated fee	
Resident, Military or 1 st Responder	100.00 (M)
Non-resident	
CRA area resident	75.00 (̀M)
Corporate rate:	()
Gold (includes 60 vouchers, \$60 each per year for each additiona	I
voucher over 60, provides access to lap swim, open gym, and	
open volleyball)	
Silver (includes 10 vouchers, \$65 each per year for each addition	
voucher over 10, provides access to lap swim, open gym, and	
open volleyball)	550.00 (M)

PARKS AND RECREATION FEES (continued)

Fitness/Weight Room (continued): Bronze (includes 5 vouchers, \$70 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball)) (M)
Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend training) Resident) (M)
Monthly Pass: *prorated fee Resident, Military or 1 st Responder) (M)) (M)

Senior Program

Resident, Military or 1 st Responder	Free with Recreation ID
Non Resident Annually (Unlimited Wellness Class Pass,	, must have Rec ID)\$25.00 (M)

CEMETERY FEES

Palm Cemetery:	
Single space - resident	5,000.00 (M)
Single space – qualified non-resident	
Cremation space - resident	
Cremation space – qualified non-resident	900.00 (M)
Baby space	
Qualified non-resident baby space	170.00 (M)
Interment of cremains:	()
Weekdays	
Saturdays	. ,
Tent for cremains interment:	
Weekdays	1.000.00 (M)
Saturdays	
Opening and closing charges:	,()
Weekdays	1 200 00 (M)
Weekdays, for graveside services beginning after 5:00 pm)	
Saturdays	
Infant burial	
Disinterment of vault (weekdays only, rules apply)	
Mausoleum space (limited number of spaces)	
Extra Tent for graveside service	
Extra set of chairs	
Pineywood Cemetery:	
Single space - resident	2 500 00 (M)
Single space – qualified non-resident	
Baby space	
Qualified non-resident baby space	
Cremation space - resident	. ,
Cremation space – qualified non-resident	
Interment of cremains:	
Weekdays	250 00 (M)
•	
Saturdays Tent for cremains interment:	
	1 000 00 (M)
Weekdays	
Saturdays	1,200.00 (IVI)
Opening and closing charges:	
Weekdays	1,200.00 (M)
Weekdays, for graveside services beginning after 5:00 pm)	1,300.00 (M)
Saturdays	
Infant burial	
Disinterment of vault (weekdays only, rules apply)	
Extra Tent for graveside service	
Extra set of chairs	

CEMETERY FEES (CONTINUED)

Columbarium:

GOLF COURSE FEES (all include sales tax)

Green Fees (Residents/Non-residents): Resident Monday-Thursday......15.00 (M) Non Resident Monday - Thursday 18.00 (M) Green Fees: Annual Play Pass: Cart Rental: Electric Cart 9-Hole – Single (includes sales tax)......10.00 (M) **Tournament Fees (includes tax):** 30% discount off tournament fee for verified non-profits Weekday Night scramble (36 person minimum)1000.00 (M) Weekend Night scramble (36 person minimum)1900.00 (M) Weekday Private scramble (36 person minimum)......1,600.00 (M) Each additional golfer above 3625.00 (M) Weekend Private scramble (36 person minimum)2500.00 (M)

Groupon and other such marketing discounts as well as seasonal discounts may be offered at the discretion of the City Manager

Each additional golfer above 3625.00 (M)

GOLF COURSE FEES (CONTINUED)

Golf lessons: Individual lessons: Half hour Hour 3 hour package 210.00 (M) 5 hour package 300.00 (M) 10 hour package 500.00 (M) Playing lessons, per person:
Hour
Hour
5 hour package
10 hour package
10 hour package
Playing lessons, per person:
9 holes
18 holes
10 Holes
Group lessons, per person:
One hour package:
2 students60.00 (M)
3 students
4 students
Three hour package:
2 students
3 students
4 students
Five hour package:
2 students
3 students
4 students
Ten hour package:
2 students
3 students
4 students
Course Rental
Full Course Rental – Daily 7am to Dusk Events - Free to Public6,000.00 (M)
Full Course Rental – Daily 7am to Dusk – Paid Admission Events12,000.00 (M)
Admission/Income percentage subject to negotiation.
Putting Course Rental
Full Day – Free to Public or Private\$1000.00 (M)
Half Day – Free to Public or Private\$500.00 (M)
Full Day – Paid Admission Events
Half Day – Paid Admission Events\$1000.00 (M)

TENNIS FEES

Tennis Court Memberships:

Annual Membership

All Courts

Resident	
Non Resident	
Senior Resident	
Senior Non Resident	
Youth Resident (21 and under)	
()	()

Additional Family Member

Resident	200.00 (M)
Non Resident	
Senior Resident	
Senior Non Resident	
Youth Resident (21 and under)	

Monthly Play Pass (3-month minimum)

All Courts

Resident	40.00 (M)
Non Resident	
Senior Resident	
Senior Non Resident	
Youth Resident (21 and under)	

Non Member Fees:

Singles - 1 ½ hours; Doubles - 2 hours	
Residents	
Clay court (includes tax)	6.00 (M)
Hard court (includes tax)	5.00 (M)
Non-Residents	
Clay court (includes tax)	7.00 (M)
Hard court (includes tax)	6.00 (M)
Child, non-prime time, hourly:	
Hard court (includes tax):	
Resident	3.00 (M)
Soft court (includes tax):	
Resident	4.00 (M)

TENNIS FEES (continued)

Punch Pass (10 visits): Resident	
Non Resident65.00 (M)	
League Rate:	
Full Year League Fee	
Half Year League Fee	
League Fee +	
Annual Pass Ball rental machine, hourly	
Ball rental machine, hourly	
Annual ball machine membership, per person	
(twenty memberships available)	
Annual ball machine membership, family	
(twenty memberships available)250.00	
Special Events	
Member0 – 20.00 (M	/
Non Member6.00 – 30.00 (M)

Groupon and other such marketing and seasonal discounts may be offered at the discretion of the City Manager

Before any contract agreement is reached with such discount organizations and subcontractor, the subcontractor must submit the terms for approval to the City Manager through the Parks and Recreation Department Management.

Tennis Instructors must be contracted through City of Winter Park and/or Winter Park Tennis Center contracted tennis instruction provider.

No tournaments may be longer than five days, holidays are time and one half rates. The price includes six folding tables and twenty five chairs and a pop up tent.

Winter Park Tennis Center Program Fees: Fees will be approved upon completion of contract.

RECREATION FACILITY RENTAL FEES

AZALEA LANE RECREATION CENTER - Meeting room: (20% discount off regular fee for Resident, Military or 1 st Responder or 30% discount off regular fee for verified non-profits East Room (30' x 30'):	
Hourly)
Deposit)
<u>West Room (30' x 50'):</u>	,
Hourly)
Deposit)
COMMUNITY CENTER:	
20% discount off regular fee for Resident, Military or 1 st Responder or 30% discount off	
regular fee for verified non-profits, 15% additional discount for continuous groups.	
CRA district resident discount off regular fee25%	D
Deteror	
Rates:	、
Small room, A or B or senior room, hourly	
Large room, C or D, hourly	
Ballroom; A,B,C and D combined, hourly	
Rooms C, D and kitchen combined, hourly	
4:00 pm to midnight, Friday, Saturday, Sunday1,275.00 (M	
Ballroom and kitchen combined, hourly	
4:00 pm to midnight, Friday, Saturday, Sunday1,650.00 (M	
Rooms C and D, hourly180.00 (M	
Ballroom, kitchen 4:00 pm to midnight with 2 hour amph1,750.00 (M	·
Kitchen, hourly50.00 (M	
Early start fee (events requiring building access before 7:00 am) 50.00 (C	·
Early set up fee200.00 (M)
Amphitheater (outdoor stage):	
Two hours175.00 (M)
Six hours500.00 (M)
Gymnasium:	
Half of gym, hourly50.00 (M)
Entire gym, hourly125.00 (M)
Deposit:	
Each meeting room/amphitheater, kitchen)
Ballroom A,B,C and D combined400.00 (M	
Unscheduled time premium over regular rate, hourly15.00 (M)

RECREATION FACILITY RENTAL FEES (CONTINUED)

COUNTRY CLUB (20% discount off regular fee for Resident, Military or 1st Responder **or** 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.)

<u>(Friday and Saturday- Full Building)</u>	
Hourly	
4 p.m. to 12 midnight	· · · · · · · · · · · · · · · · · · ·
Deposit	
Hourly: (Sunday through Thursday)	· · · ·
Dining Room (hourly)	
Club lounge (hourly).	· · · · · · · · · · · · · · · · · · ·
Full building (hourly)	
Deposit	· · · · · · · · · · · · · · · · · · ·
FARMER'S MARKET:	
Saturday Market:	
12' x 10' space Outside without electricity (per week)	
Additional 6 feet (per week)	14.00 (M)
12' x 10' space outside with electricity (per week)	20.00 (M)

Additional C fact (nonvecto)	
Additional 6 feet (per week)	14.00 (M)
12' x 10' space outside with electricity (per week)	
Additional 6 feet with electricity (per week)	17.00 (M)
12' x 10' inside space without electricity (per week)	
12' x 10' inside space with electricity (per week)	35.00 (M)
Part-Time Vendor Fees:	
12' x 10' Outdoor space without electricity (per week)	36.00 (M)
Additional 6 feet without electricity (per week)	24.00 (M)
12' x 10' Outside space with Electricity (per week)	40.00 (M)
Additional 6 feet with electricity (per week)	27.00 (M)
12' x 10' inside space without electricity (per week)	
12' x 10' inside space with electricity (per week)	45.00 (M)
Vendor's deposit	()
	()

Building Rental: (20% discount off regular fee for Resident, Military or 1st Responder **or** 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.):

Hourly	M)
<u>Entire Building</u>	,
6:00 p.m. to midnight, Fri.and Sat2,000.00 (I	M)
Parking Lot - in addition to building rental	
Deposit	M)

RECREATION FACILITY RENTAL FEES (CONTINUED)

LAKE ISLAND HALL RECREATION CENTER - Meeting room : (20% discout fee for Resident, Military or 1 st Responder or 30% discount off regular fee for ve profits, 15% additional discount for continuous groups.):	
Hourly	80.00 (M)
Deposit	100.00 (M)
Winten Dauk Walaama Cantan	
Winter Park Welcome Center:	
Winter Park Community Foundation Room	
(includes catering kitchen, restrooms and outdoor patio):	
Weekday for 1 – 4 hours, per hour	
Weekday for over 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for 1 - 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for over 4 hours, per hour	50.00 (M)
Weekend (all day)	
Note: rental rates can be reduced by 50% for one half of room Entire First Floor (includes Galloway Foundation gallery, Welcome gallery Park Health Foundation Community Room): Weekday (until 6:00 pm) Weekday (after 6:00 pm), per hour Weekend (all day) Fire marshal, required to be on site for events hosting over 90 people per hour	not available 90.00 (M) 750.00 (M)
Winter Park Welcome Center (continued):	
Additional one-time fees:	
Cleaning (for events over 4 hours)	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour	20.00 (M)
Staffing (weekends), per hour	
Gallery display use deposit	100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than	
thirty days in advance)	25.00 (M)

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% Resident, Military or 1 st Respon	nder discount):
Small Pavilion:	
Full day	()
Half day	40.00 (M)
Central Park:	
Small events (less than 400 people)	
North Park or South Park	
North and South Park	
Large events (400 – 2,000 people)	
Significant events 2,001 + people	
Set up days for event preparation	
Rose Garden wedding	200.00 (M)
20% Resident, Military or 1 st Responder discount Deposit	
Dopoon	
Central Park West Meadows:	
(fee is doubled for functions charging admission):	
Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	
Set up days for event preparation	
Mead Garden:	
Group Events:	
Small events (less than 400 people)	750 00 (M)
Large events (400 – 2,000 people)	
Significant events 2,001 + people	
Set up days for event preparation	
Amphitheater (20% resident Military or 1st Responder of	
Weekdays (three hours)	
Weekends (three hours)	500.00 (M)
Deposit	
Large Pavilion (20% resident Military or 1 st Responder	
Full day	()
Half day (open to noon or 2 pm to close)	
Alice's Pond	
North Side (Capacity 50/4 hr rental)	
South Side (Capacity 150/4 hr rental)	
Deposit	200.00 (M)

PARK FEES (continued)

Mead Garden (continued):

Butterfly Garden: Small Event only (30 max/4 hr rental) Deposit	
Camellia Garden: Capacity 50/ 4 hr rental) Deposit	
Discovery Barn:	
Capacity 100/ 4 hr rental) Deposit	
The Grove – includes stage, lawn and Pole Barn Capacity 1,00	
Less than 400 people	
400-1,000 people	
Deposit	
Set Up Day	75% of small event fee
Legacy Garden:	
Capacity 150	\$750.00 (M)
Deposit	\$300.00 (M)
Pole Barn:	
Capacity 30	\$250.00 (M)
Deposit	
·	
Winter Park Garden Center/Reception Hall: October – May:	
Mon – Thu, before 4:00 pm (per hour)	125 00 (M)
Mon – Thu, after 4:00 pm (per hour)	
Fri and Sun (8 hour rentals)	
Saturday (8 hour rentals)	
June – September:	
Mon – Thu, before 4:00 pm (per hour)	
Mon – Thu, after 4:00 pm (per hour)	
Fri and Sun (8 hour rentals)	
Saturday (8 hour rentals)	1,375.00 (M)
Deposit	500.00 (M)

Tables and chairs setup included. Kitchen, side room, patio included. Hourly rentals require a three hour minimum.

PARK FEES (continued)

Lake Baldwin Park: Group Events: Small events (less than 400 people)
Large events (400 – 2,000 people)
Set up days for event preparation
Martin Luther King, Jr., Park: Group Events:
Small events (less than 400 people)
Community Playground pavilion (20% Resident, Military or 1 st Responder discount): Full day100.00 (M) Half day (open from noon or 2 pm to close)
Ward Park: Large Pavilion (20% Resident, Military or 1 st Responder discount): Full day125.00 (M) Half day (open to noon or 2 pm to close)
Howell Branch Preserve: Pavilion (20% Resident, Military or 1 st Responder discount):
Full day
Full day
Cady Way Park: Group Events: Small events (less than 400 people)

PARK FEES (continued)

Shady Park:	
Group Events:	
Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	
Set up days for event preparation	I Event Fee (M)
Large Pavilion (20% Resident Military or 1 st Responder discount):	
Full day	125.00 (M)
Half day (open to noon or 2:00 pm to close)	
Phelps Park:	
Pavilion Rental (20% Resident, Military or 1 st Responder discount)	
Full day	100.00 (M)
Half day (open to noon or 2:00 pm to close)	60.00 (M)
Small Pavilion (20% Resident, Military or 1 st Responder discount)	()
Full day	60.00 (M)
Half day (open to noon or 2:00 pm to close)	
······	(,
Kraft Azalea Garden:	
Exedra area wedding	300.00 (M)
20% Resident, Military or 1 st Responder discount	
Exedra area wedding deposit	100.00 (M)
Violation of dog ordinance:	50.00 (11)
1 st offense	()
2 nd offense	100.00 (M)
Open Space Business Permit: Programs and Services offered in Central Pa	ark are limited to 50
attendees or less. Over 50 attendees will require a small event rental fee and	
Twenty attendees or less	35.00 (M)
Over twenty attendees	110.00 (M)
Open Space Park Concessionaire Permit:	
Category A: Prepackaged food/beverage, no cooking.	
Per sales day per sales station	25.00 (M)
Per week (three day limit) per sales station	60.00 (M)
Per month (12 day limit) per sales station	150.00 (M)
Category B: Prepared Food as defined by Florida DBFR.	()
Per sales day per sales station	50.00 (M)
Per week (three sales day limit) per sales station	
Per month (12 sales day limit) per sales station	
Open Space Park Photography Business Permit:	
Daily Fee.	
Weekly Fee	()
Annual Fee	500.00 (M)

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES: Rental equipment fees allocated to equipment
replacement account.
Special Use permit fee25.00 (M)
Building and Pavilion Holiday Rate
Rental Rates (M)
Facility rental building late payment fee
Special event application fee50.00 (M)
Parks Alcohol Usage Request Application Fee (non-refundable)
Sat Market Tables, each (round and rectangular, inside use only)
LCD projector and screen50.00 (M)
Wireless microphone
Pipe and Drape50.00 (M)
Portable stage100.00 (M)
Staffing (per hour)35.00 (M)
Crowd control fencing (per 200 feet)150.00 (M)
Special event trailer with tables and chairs
Equipment Rental - Per Event:
Banquet tables (each, off site events only)Banquet tables (each, off site events only)
Folding chairs (each)2.00 (M)
Podium (each)
Portable public address system75.00 (M)
Set-Up/Breakdown50.00 (C)
Operator (hourly)
Risers 3' x 8' (each)40.00 (M)
Table skirts (each)15.00 (M)
Tent 20' x 40'
Tent 10' x 10'75.00 (M)
Tent 10' x 10' Fire Rated 701100.00 (M)
Portable Scoreboard per day50.00 (M)
Cancellation Fees:
Pavilions and Fields (no deposit is required):
Cancellation with less than 14 days notice
Cancellation with 14-30 days notice Retain 50% of rental fee (M)
Cancellation with 30-90 days notice Retain 25% of rental fee (M)
Cancellation with over 90 days notice\$20 processing fee (M)
Buildings*, amphitheater, park rentals (deposit is required):
Cancellation with less than 30 days notice Retain 100% of rental fee (M)
Cancellation with 30-60 days noticeRetain deposit (M)
Cancellation with 60-90 days noticeRetain 50% of deposit (M)
Cancellation with over 90 days notice\$20 processing fee (M)

A double deposit is required for all functions charging admission and serving alcohol

A double deposit is required for all functions for minors charging admission

Scity commission agenda item

item type Public Hearings	meeting date 9/23/2019
prepared by Planning approved by City Manager, City Attorney	
board approval yes final v	/ote
strategic objective Exceptional Quality of Life, Intelligent Growth and Development	

subject

Resolution Designating 2230 Howard Drive as a Historic Resource on The Winter Park Register Of Historic Places

motion / recommendation

Staff recommendation is for approval, and the Historic Preservation Board recommended approval of the historic designation at their meeting on August 29, 2019.

background

The property is located on the corner of Howard Drive and Mulbry Drive. It was originally built in 1952.

Description

The one-story house is in poor to good condition and retains its original vertical casement windows. The outstanding feature of the home is the low-pitched roof, emblematic of the Mid-Century Modern (MCM) style. It also was constructed with four-inch masonry units, that were used in this time period, as well as vertically expressed windows and porch design.

The scale of this home contributes well to the heritage of this architecturally diverse neighborhood and maintains the character of its original MCM significance. There are several other MCM homes in the Lake Forest Park neighborhood, some of which have been demolished just since this project has been proposed.

Architectural Significance

The Mid-Century Modern style is now almost seventy years old and represents a depth of residential design that deserves to be preserved in Winter Park. This home is typical of the MCM style and may be one of the Sorensen + Fletcher design/built homes, so prevalent in Winter Park in the 1950's and 1960's.

The Owner has stated that she is a strong proponent of MCM and wants to preserve this home, while making appropriate additions and restorations to bring it back to its original character and proper condition. This kind of enthusiasm is to be commended.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description Backup Materials Upload Date 9/17/2019

Type Backup Material
RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 2230 HOWARD DRIVE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined that the property at 2230 Howard Drive meets the criterion for historic resource status through its association with a Mid-Century Modern architectural style that was predominant in the 1950's and 1960's within this Lake Forest neighborhood and built in many other places as well throughout the City by Sorensen & Fletcher,

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

The City Commission of the City of Winter Park hereby supports and endorses the designation of the property located at 2230 Howard Drive as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2019.

ATTEST:

Steve Leary, Mayor

City Clerk



. . . beginning with fine lands and a beautiful natural setting, Sorensen and Fletcher, designers and builders, combine superior materials and utilities to create homes of outstanding merit. Homes in the \$15,000 to \$50,000 field . . . there is an open house for your inspection at all times. Sorensen and Fletcher

DESIGNERS • BUILDERS

Winter Park, Florida

.

P. O. Box 782

Phone Winter Park 5-2051

Jeffrey Briggs Manager, Planning & Community Development **City of Winter Park** 401 Park Ave, South Winter Park, FL 32789 jbriggs@cityofwinterpark.org

Mr. Briggs:

I am writing today to express my support for the design and variances requested by April Hughes for the restoration of her home at 2230 Howard Drive. As a neighbor, I am pleased April plans to restore this home and feel the proposed added square footage would be a beautiful complement to the existing architecture. Furthermore, I would love to see this home added to the list of historic homes in Winter Park. It is a classic example of Mid-Century architecture and should be preserved.

Sincerely,

Driat David Emmons

Sonia and David Emmons 2375 Mulbry Dr. Winter Park, FL 32789

Jeffrey Briggs Manager, Planning & Community Development City of Winter Park 401 Park Ave, South Winter Park, FL 32789 jbriggs@cityofwinterpark.org

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Sincerely,

Name: Shelli Johnson & Justin Okimi

Address:

2231 Howard Prive Winter Park, FL 32789

Jeffrey Briggs Manager, Planning & Community Development City of Winter Park 401 Park Ave, South Winter Park, FL 32789 jbriggs@cityofwinterpark.org

Mr. Briggs:

I am writing today to express my support for the design and variances requested by April Hughes for the restoration of her home at 2230 Howard Drive. As a neighbor, I am pleased April plans to restore this home and feel the proposed added square footage would be a beautiful complement to the existing architecture. Furthermore, I would love to see this home added to the list of historic homes in Winter Park. It is a classic example of Mid-Century architecture and should be preserved.

Sincerely,

Liane and Anthony Lee 2233 Howard Dr. Winter Park, FL 32789

Jeffrey Briggs Manager, Planning & Community Development City of Winter Park 401 Park Ave, South Winter Park, FL 32789 jbriggs@cityofwinterpark.org

Mr. Briggs:

I am writing today to express my support for the design and variances requested by April Hughes for the restoration of her home at 2230 Howard Drive. As a neighbor, I am pleased April plans to restore this home and feel the proposed added square footage would be a beautiful complement to the existing architecture. Furthermore, I would love to see this home added to the list of historic homes in Winter Park. It is a classic example of Mid-Century architecture and should be preserved.

Sincerely,

Men

Kena and Spencer Freeman 2229 Howard Dr. Winter Park, FL 32789

Jeffrey Briggs

From: Sent: To: Cc: Subject: Richard Legg <rlrick1958@yahoo.com> Friday, August 23, 2019 1:50 PM Jeffrey Briggs Rob Legg; Rebecca Legg [External] 2230 Howard Drive Restoration

[Caution: This email originated from outside the City of Winter Park email system. Before clicking any hyperlinks contained in the email, verify the real address by hovering over the link with your mouse. Do not open attachments from unknown or unverified sources.]

Mr. Briggs:

We are writing to express our support for the design and variances requested by April Hughes for the restoration of her home at 2230 Howard Drive. As neighbors, we are pleased April plans to restore this home. Furthermore, we would like to see this home added to the list of historic homes in Winter Park.

Sincerely,

Rebecca and Richard Legg 2228 Howard Drive Winter Park, Florida 32789

Jeffrey Briggs

From:	sarahwildeman@gmail.com
Sent:	Monday, August 26, 2019 1:07 PM
То:	Jeffrey Briggs
Subject:	[External] Support of April Hughes renovation

[Caution: This email originated from outside the City of Winter Park email system. Before clicking any hyperlinks contained in the email, verify the real address by hovering over the link with your mouse. Do not open attachments from unknown or unverified sources.]

Greetings Mr Briggs and the Winter Park Historical Preservation Board:

I'm sending this email to express my support of the design and variances requested by April Hughes for the restoration of her home at 2230 Howard Drive. I live close by in a 1950s Sorensen & Fletcher designed home that I own at 111 Spring Lane, Winter Park. Many of the homes of this era are being demolished and replaced with new homes that I do not feel represent Winter Parks mission of maintaining the scale and charm of the city. Many people are building two story homes in place of one story, and to the maximum square footage allowed on the lot. April is looking to add minimal square footage which complements the original look and feel of her mid century home. Her additional square footage is NOT a second story — which preserves the sight lines, sky and tree view of her neighbors.

I believe this would be the first mid century home on the list of historic homes if it is approved? I'm so inspired that April is willing to step up, take a stand and hopefully be the very first mid century home. Hopefully it will inspire others, so that we can keep a variety of style of homes in Winter Park. Her home is a classic example of mid century architecture and should be preserved.

Last, Mr Briggs, can you please let me know how I can learn more about possibly listing my home on the historic register? Are there regular meetings or a way that I can become more involved as a citizen and homeowner looking to preserve the character of Winter Park?

I'm leaving for vacation today and will be in a remote area with no WiFi or cell service. I'll check my email again after Labor Day and look forward to hearing from you.

Warm Regards, Sarah Wildeman 917-584-9223

Sent from my iPhone

City commission agenda item

item type Millage a Hearings (To be held	-	meeting date 9/23/2019			
prepared by Budget and Performance Measurement		approved by City Manager, City Attorney			
board approval	N/A final vote				
strategic objective	Fiscal Stewardship				

subject

Ordinance - Adopting FY20 Millage Rate (2)

Ordinance adopting millage rates for the FY 2020 budget.

motion / recommendation

Approve operating millage rate at 4.0923 mills and debt service millage rate at 0.1361 for the General Obligation Bonds, Series 2011, and 0.3021 for the General Obligation Bonds (Library/Events Center), Series 2017, respectively.

background

The proposed FY 2020 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations increased, the proposed property tax levy represents a 4.91% increase from FY 2019. The city's tax rate has been held constant for the last 11 years and the overall combined millage rate will decrease due to the reduction in the debt service millage.

The operating millage rate of 4.0923 mills was approved by the City Commission as the tentative millage rate on July 22. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the proposed millage rates above. This notice also advised property owners of this public hearing on millage rates and the budget.

The operating millage rate can be reduced below 4.0923 mills but not increased. Any reduction in projected property tax revenues would require a corresponding reduction in General Fund budget appropriations.

alternatives / other considerations

fiscal impact

No fiscal impact unless the Commission chooses to reduce the operating millage rate below 4.0923 mills. Every 0.25 of a mill generates approximately \$1.5 million in annual property tax revenue.

ATTACHMENTS:

Description Millage Rate Ordinance (Revised) Upload Date 9/10/2019 Type Cover Memo

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A 0.1361 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011, AND A 0.3021 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2017.

WHEREAS, the Legislature of the State of Florida mandated a procedure for calculating the taxable value for each taxing authority by the County Property Appraiser and provided for the calculation of rolled back millage rate, and

WHEREAS, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 3.9009 mills.

WHEREAS, the citizens of Winter Park approved the issuance of \$11,000,000 General Obligation Bonds, Series 2001 at the May 16, 2000 bond referendum which were subsequently refunded by General Obligation Bonds, Series 2011.

WHEREAS, the citizens of Winter Park approved the issuance of up to \$30,000,000 General Obligation Bonds, Series 2017 at the March 15, 2016 bond referendum.

WHEREAS, the millage rates to be levied under this Ordinance are also stated in dollars and cents for every one thousand dollars of assessed property value as follows: 4.0923 mills as \$4.0923 for every \$1,000 of assessed property value; 0.1361 mills as \$0.1361 for every \$1,000 of assessed property value; and 0.3021 mills as \$0.3021 for every \$1,000 of assessed property value.

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

SECTION 1. That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 0.1361 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2011 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 0.3021 mills, the same to be appropriated for the City of the City of the City of Winter Park, Florida General Obligation Bonds, Series 2011 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 0.3021 mills, the same to be appropriated for the City of the City of Winter Park, Florida General Obligation Bonds, Series 2017 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2011 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 0.3021 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2017.

SECTION 2. The above levy to cover general operating expenses of the City is one thousand nine hundred fourteen ten-thousandths above the rolled back millage of 3.9009 mills. Pursuant to State Statutes this levy represents a 4.91% increase in property taxes above the rolled back rate.

SECTION 3. The City Commission, after full, complete and comprehensive hearings and expressions of parties wishing to be heard, declares the tax levy to be reasonable and necessary for the immediate preservation and benefit of the public health, safety and welfare.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this _____ day of _____, 2019.

Steve Leary, Mayor

Attest:

Rene Cranis, City Clerk



item type Millage a Hearings (To be held		meeting date 9/23/2019
prepared by Budget and Performance Measurement		approved by City Manager, City Attorney
board approval	N/A final vote	
strategic objective	Fiscal Stewardship	

subject

Ordinance - Adopting FY20 Budget (2)

Ordinance adopting the fiscal year 2020 budget.

motion / recommendation

Adopt the attached Ordinance setting forth the FY 2020 Budget and Five-year Capital Plan.

background

This is the second of two public hearings on the budget. A summary of the proposed budget is included as Schedule A. This will represent the 12th year that the City Commission has been presented with an annual budget with no change in the property tax rate to pay for city services.

The City Manager presented his proposed budget to the City Commission at the July 8, 2019 City Commission Meeting. The Commission has discussed the budget at subsequent meetings. Based on those discussions the Commission has reached consensus regarding the following changes to the proposed budget:

CRA Budget:

- a. Added \$382,775 to complete the Harper Streetscape Improvements adding 24 parking spaces along this road.
- b. Added \$350,000 for MLK Stormwater Improvements.
- c. Added \$350,000 to master plan stormwater improvements for the CRA area.
- d. Increased funding to the W. Comstock Parking improvement by \$25,000 for a total of \$175k, to provide 65 parking spaces south of MLK Park and to make the improvements using pervious pavers.
- e. Increased funding in Contractual Services to \$200k to address needs related to pursuit of the Post Office Property, corridor studies, and other consulting services as necessary.

- f. Reduced Downtown Enhancement Program funding by \$700k. Funding to make irrigation, trash receptacles, and light improvements was maintained at \$250k.
- g. Added \$150k to further implement the Kimley-Horn Parking Study.

All cash and project surplus in the CRA is now allocated to pending projects, no additional contingency remains.

General Fund Budget:

- a. Revised State Revenue estimates to match most recent figures. Increased General Fund Revenues by \$107k
- b. Revised School Resource Officer Budget by \$50k to reflect newly signed agreement with Orange County.
- c. Added \$85k to support Cybersecurity efforts in the Information Technology Department.
- d. Added \$10k to the Parks Maintenance budget to include weeding services in the contractual work performed at Mead Gardens.
- e. Added \$56k to assist the Winter Park Library with the purchase of a new card reader software program.

Overall contingency in the General Fund is now estimated at \$945k. This includes \$316k for the Commuter Rail carve out, \$319k as required savings per budget policy, and \$310k as additional contingency balance.

Other Funds:

- a. Reallocate \$190k in contingency in the Water Fund to cover new cost estimates for the treatment of wastewater with the South Seminole & North Orange County Wastewater Transmission Authority.
- b. Provide for the purchase of at least two electric vehicles in the city's fleet. This will vary depending upon the vehicle type chosen and will be accommodated by the Equipment Replacement Fund. Estimated cost of \$20k.
- c. Provide \$23,000 to the Polasek Museum for operational support out of the funding remaining in the organizational support pool.
- d. Provide \$25,000 to the Winter Park Housing Authority for the Plymouth Apartments.

These changes have been incorporated into the proposed budget and are reflected in Schedule A (attached).

alternatives / other considerations

fiscal impact

The budget is balanced per Statute.

ATTACHMENTS: Description

Upload Date

Budget Ordinance	8/30/2019	Cover Memo
Schedule A	8/30/2019	Cover Memo
5-Year CIP	9/16/2019	Cover Memo

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1. 2019 AND ENDING SEPTEMBER 30, 2020 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND. DESIGNATIONS TRUST FUND. STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, AFFORDABLE HOUSING TRUST FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, EQUIPMENT REPLACEMENT FUND. EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND: PROVIDING FOR MODIFICATIONS: PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2019; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE **INCREASED THEREBY.**

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

SECTION 1. The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2019 and ending September 30, 2020 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

SECTION 2. There are hereby expressly appropriated out of anticipated revenues and funds available for such purposes and not otherwise appropriated, the funds and monies necessary to meet the appropriations set forth in said budget. It is hereby declared that the funds available are those in excess of the amount required by law to be held by the City of Winter Park.

SECTION 3. The budget approved by this ordinance may be reviewed by the City Commission and shall be subject to modification by ordinance if the actual revenues and necessary expenditures are found to differ substantially from the estimates contained in said budget.

SECTION 4. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2019, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2019. The City Manager shall report to the City Commission all such purchase orders.

SECTION 5. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover the unspent portion of project length budgets as of September 30, 2019.

The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2019 to fiscal year 2020.

SECTION 6. The City Manager shall have the authority to transfer appropriations from one line item to another line item within a fund budget so long as the total fund appropriations shall not be increased. Appropriation transfers between funds shall require the approval of the City Commission.

SECTION 7. The accompanying five year capital improvement plan is hereby adopted as part of this ordinance and is made a part of the Comprehensive Plan, Data, Inventory and Analysis document replacing and substituting therefore any previous five year capital improvement plan. Funding for the first year of the plan is included in the annual budget. Funding for projects in years two through five is subject to the annual budgets adopted for each of those years.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this _____ day of _____, 2019.

Steve Leary, Mayor

Attest:

Cynthia S. Bonham, City Clerk

Ordinance No. Page 2 of 2

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 General Fund Summary

		Schedule A			
		2020 Proposed		2019 Adopted	
Revenues:					
Property Taxes	\$	24,461,639	\$	22,624,661	
Franchise Fees & Utility Taxes		7,295,644		7,688,707	
Licenses & Permits		3,328,650		3,132,241	
Intergovernmental		8,530,856		7,787,166	
Charges for Services		9,343,810		8,910,710	
Fines and Forfeitures		1,414,449		1,208,659	
Miscellaneous		665,700		536,839	
Transfers from Other Funds		5,388,550		5,371,908	
Fund Balance	_	342,500		326,136	
Total Revenues	\$	60,771,798	\$	57,587,027	
Expenditures:					
General Administration	\$	6,458,871	\$	5,787,845	
Planning & Development		2,934,296		3,082,054	
Public Works		10,103,297		9,873,667	
Police		15,541,958		14,746,894	
Fire		13,428,666		12,926,443	
Parks and Recreation		8,634,443		8,550,428	
Organizational Support		1,657,004		1,554,373	
Transfers To Other Funds		5,407,556		4,814,385	
Non-Departmental		(260,000)		(248,000)	
Reimbursements from Other Funds		(4,079,443)		(4,209,512)	
Contingency Reserve	_	945,150		708,450	
Total Expenditures	\$	60,771,798	\$	57,587,027	
Excess of Revenues Over (Under) Expenditures	\$	0	\$	0	

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Designations Trust Fund Summary

	-	2020 Proposed		2019 Adopted
Revenues:				
Miscellaneous	\$	75,000	\$	108,000
Transfers from other funds		400,842		370,948
Fund Balance	\$	0	\$_	0
Total Revenues	\$	475,842	\$	478,948
Expenditures:				
Transfers to other funds		75,000		75,000
Organizational Support		350,842		345,948
Parks & Recreation/Planning	\$	50,000	\$_	58,000
Total Expenditures	\$	475,842	\$_	478,948
Excess of Revenues Over (Under) Expenditures	\$_	0	\$	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Stormwater Utility Fund Summary

	_	2020 Proposed	 2019 Adopted
Revenues:			
Licenses	\$	30,000	\$ 40,000
Charges for Services		2,718,073	2,583,362
Intergovernmental		20,000	20,000
Miscellaneous		0	2,000
Transfers From Other Funds		0	0
Fund Balance		0	 0
Total Revenues	\$	2,768,073	\$ 2,645,362
Expenditures:			
Operations	\$	2,748,273	\$ 2,645,362
Reimbursements to Other Funds		0	0
Contingency		19,800	 0
Total Expenditures	\$	2,768,073	\$ 2,645,362
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Community Redevelopment (CRA) Fund Summary

	_	2020 Proposed		2019 Adopted
Revenues:				
Intergovernmental Revenues	\$	2,753,423	\$	2,462,513
Charges for Services		0		0
Miscellaneous		100,000		65,000
Transfers		2,838,798		2,455,299
Fund Balance	_	3,888,324	. <u> </u>	0
Total Revenues	\$	9,580,545	\$	4,982,812
Expenditures:				
Operating Expenses	\$	997,635	\$	819,859
Capital Projects		5,733,453		1,161,000
Debt Service		1,499,412		1,483,491
Organizational Support		256,000		224,000
Reimbursements To Other Funds		94,045		67,955
Transfers To Other Funds		1,000,000		-
Contingency Reserve		0	. <u> </u>	1,226,507
Total Expenditures	\$	9,580,545	\$	4,982,812
Excess of Revenues Over (Under) Expenditures	\$	0	\$	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Police Grant Fund Summary

	_	2020 Proposed	 2019 Adopted
Revenues:			
Intergovernmental	\$	1,012,022	\$ 984,921
Total Revenues	\$	1,012,022	\$ 984,921
Expenditures:			
Police	\$	1,012,022	\$ 984,921
Total Expenditures	\$	1,012,022	\$ 984,921
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Federal Forfeiture Fund Summary

	 2020 Proposed	 2019 Adopted
Revenues:		
Fund Balance	\$ 0	\$ 0
Total Revenues	\$ 0	\$ 0
Expenditures:		
Transfers to other funds	\$ 0	\$ 0
Total Expenditures	\$ 0	\$ 0
Excess of Revenues Over (Under) Expenditures	\$ 0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Debt Service Fund Summary

	_	2020 Proposed	 2019 Adopted
Revenues:			
Property Taxes	\$	2,615,700	\$ 2,620,550
Special Assessments		154,000	154,000
Transfers From Other Funds		386,764	383,750
Fund Balance		48,704	 46,125
Total Revenues	\$	3,205,168	\$ 3,204,425
Expenditures:			
Debt Service	\$	3,205,168	\$ 3,204,425
Total Expenditures	\$	3,205,168	\$ 3,204,425
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Water and Sewer Fund Summary

	_	2020 Proposed	 2019 Adopted
Revenues:			
Utility Fee	\$	33,825,006	\$ 33,497,173
Miscellaneous		70,154	27,000
Fund Balance	_	2,978,494	 3,504,415
Total Revenues	\$	36,873,654	\$ 37,028,588
Expenditures:			
Operations	\$	19,719,592	\$ 18,557,399
Debt Service		4,849,490	5,418,995
Capital Projects		5,689,203	7,345,815
Reimbursements to Other Funds		2,256,986	2,568,908
Transfers to Other Funds		3,014,086	2,863,871
Contingency Reserve	_	1,344,297	 273,600
Total Expenditures	\$	36,873,654	\$ 37,028,588
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Electric Utility Fund Summary

	_	2020 Proposed	 2019 Adopted
Revenues:			
Utility Fee	\$	46,756,074	\$ 48,666,163
Intergovernmental Revenues		0	0
Miscellaneous		0	(7,000)
Transfers from Other Funds		181,995	188,431
Fund Balance		0	0
Total Revenues	\$	46,938,069	\$ 48,847,594
Expenditures:			
Operations	\$	4,618,885	\$ 4,386,153
Bulk Power Costs		25,452,309	29,863,880
Debt Service		4,791,526	5,128,230
Capital Projects		6,605,000	4,757,320
Transfers to Other Funds		2,800,999	2,860,645
Reimbursements to Other Funds		1,728,412	1,572,649
Contingency Reserve		940,938	 278,717
Total Expenditures	\$	46,938,069	\$ 48,847,594
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Fleet Maintenance Fund Summary

	 2020 Proposed	 2019 Adopted
Revenues:		
Charges for Services	\$ 1,653,251	\$ 1,584,924
Miscellaneous	0	0
Fund Balance	 0	 0
Total Revenues	\$ 1,653,251	\$ 1,584,924
Expenditures:		
Operations	\$ 1,653,251	\$ 1,538,953
Reimbursements to Other Funds	0	0
Contingency Reserve	 0	 45,971
Total Expenditures	\$ 1,653,251	\$ 1,584,924
Excess of Revenues Over (Under) Expenditures	\$ 0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Equipment Replacement Fund Summary

	 2020 Proposed	 2019 Adopted
Revenues:		
Vehicle/Equipment Rentals	\$ 1,888,946	\$ 1,856,879
Debt Proceeds	0	0
Miscellaneous	0	0
Fund Balance	 0	 0
Total Revenues	\$ 1,888,946	\$ 1,856,879
Expenditures:		
Operations	\$ 0	\$ 0
Vehicle and Equipment Acquisitions	1,888,946	1,856,879
Debt Service	0	0
Reimbursements to Other Funds	0	0
Transfers to Other Funds	0	0
Contingency Reserve	 0	 0
Total Expenditures	\$ 1,888,946	\$ 1,856,879
Excess of Revenues Over (Under) Expenditures	\$ 0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Employee Insurance Fund Summary

	 2020 Proposed	_	2019 Adopted	
Revenues:				
Charges To Departments	\$ 6,058,519	\$	5,999,686	
Charges To Employees	1,893,714		1,775,809	
Miscellaneous	125,000		75,000	
Fund Balance	 0	_	0	
Total Revenues	\$ 8,077,233	\$_	7,850,495	
Expenditures:				
Insurance Costs	\$ 8,077,233	\$	7,850,495	
Reimbursements to Other Funds	0		0	
Contingency Reserve	 0	_	0	
Total Expenditures	\$ 8,077,233	\$_	7,850,495	
Excess of Revenues Over (Under) Expenditures	\$ 0	\$_	0	

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 General Insurance Fund Summary

	_	2020 Proposed		2019 Adopted	
Revenues:					
Charges To Departments	\$	2,657,919	\$	2,517,355	
Miscellaneous		0		0	
Fund Balance		0		0	
Total Revenues	\$	2,657,919	\$	2,517,355	
Expenditures:					
Insurance Costs	\$	2,657,919	\$	2,517,355	
Reimbursements to Other Funds		0		0	
Transfers to Other Funds		0		0	
Contingency		0		0	
Total Expenditures	\$	2,657,919	\$	2,517,355	
Excess of Revenues Over (Under) Expenditures	\$	0	\$	0	

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Cemetery Fund Summary

	 2020 Proposed		2019 Adopted	
Revenues:				
Lot Sales	\$ 345,000	\$	350,000	
Miscellaneous	0		0	
Fund Balance	 101,308		0	
Total Revenues	\$ 446,308	\$	350,000	
Expenditures:				
Transfers To Other Funds	\$ 446,308	\$	290,588	
Reimbursements to Other Funds	0		0	
Contingency Reserve	 0		59,412	
Total Expenditures	 446,308		350,000	
Excess of Revenues Over (Under) Expenditures	\$ 0	\$	0	

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 General Capital Projects Fund Summary

	_	2020 Proposed		2019 Adopted
Revenues:				
Transfers From Other Funds	\$	3,547,000	\$	2,134,153
Intergovernmental Revenues		0		0
Debt Proceeds		0		0
Fund Balance		0		0
Total Revenues	\$	3,547,000	\$	2,134,153
Expenditures:				
Capital Projects	\$	3,497,000	\$	2,084,153
Contingency Reserve		50,000		50,000
Total Expenditures	\$	3,547,000	\$	2,134,153
Excess of Revenues Over (Under) Expenditures	\$	0	\$	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Stormwater Capital Projects Fund Summary

	_	2020 Proposed		2019 Adopted
Revenues:				
Stormwater Utility Fees	\$	630,000	\$	500,000
Intergovernmental		0		0
Fund Balance		0	_	0
Total Revenues	\$	630,000	\$_	500,000
Expenditures:				
Capital Projects	\$	630,000	\$	500,000
Transfers to other funds		0		0
Contingency Reserve		0	_	0
Total Expenditures	\$	630,000	\$_	500,000
Excess of Revenues Over (Under) Expenditures	\$	0	\$_	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2020 Affordable Housing Fund Summary

	2020 Proposed		 2019 Adopted	
Revenues:				
Affordable Housing Fee	\$	0	\$ 0	
Other Revenue		0	0	
Fund Balance	_	25,000	 0	
Total Revenues	\$	25,000	\$ 0	
Expenditures:				
Affordable Housing Operations	\$	25,000	\$ 0	
Contingency Reserve	_	0	 0	
Total Expenditures	\$	25,000	\$ 0	
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0	

CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS

		Estimated 5		Schedule of Planned CIP Expenditures				
Description F	Funding Source	Yr. Cost	FY 2020	FY 2021 FY 2022 FY 2023 FY 2024			FY 2024	Other Long- term Needs
	General Fund	15,441,756	2,964,465	2,985,439	3,127,072	3,305,384	3,059,396	-
	Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	-
	Cemetery Trust Fund	650,000	150,000	500,000	-	-	-	-
General Capital Projects	General Obligation Bonds - Subject to Referendum	-	-	-	-	-	-	17,500,000
	TBD	-						6,500,000
Stormwater Capital Projects	Stormwater Utility	3,630,000	630,000	750,000	750,000	750,000	750,000	-
Community Redevelopment	Tax Increment	8,693,453	6,733,453	1,540,000	140,000	140,000	140,000	-
	Water & Sewer Fees	8,599,959	1,464,959	1,562,500	1,852,500	1,857,500	1,862,500	-
	Sewer Impact Fees	2,553,250	1,453,250	625,000	475,000	-	-	-
Water and Sewer Fund	Water Impact Fees	1,100,000	-	625,000	475,000	-	-	-
	Water & Sewer Reserves	5,246,085	2,978,494	987,791	1,264,900	14,900	-	-
Electric Services Fund	Electric Service Fees	29,928,267	6,737,500	5,766,100	5,795,172	5,824,725	5,804,770	-
Totals	l	76,537,771	23,187,121	15,416,830	13,954,644	12,287,510	11,691,666	24,000,000
SUMMARY OF CAPITAL PROJECTS GENERAL CAPITAL PROJECTS

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Other Long- term Needs
Public Works	Pavement Resurfacing and Brick Road Repairs	General Fund	3,888,756	732,465	754,439	777,072	800,384	824,396	on-going
Public Works	Sidewalk, bike path and curb repairs	General Fund	1,650,000	300,000	325,000	325,000	350,000	350,000	on-going
	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund).	General Fund	1,625,000	325,000	325,000	325,000	325,000	325,000	on-going
	Information Technology Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund).	General Fund	925,000	165,000	175,000	185,000	195,000	205,000	on-going
Parks	General Parks Major Maintenance	General Fund	985,000	155,000	335,000	145,000	150,000	200,000	on-going
		General Fund	625,000	25,000	50,000	200,000	90,000	260,000	
Parks	Mead Garden Master Plan Renovation	Grants/Fund Raising	320,000				320,000		
Parks	Showalter Field Improvements	General Fund	390,000	100,000	15,000	125,000	150,000		
Parks	Tennis Center	General Fund	150,000			150,000			
Parks	Phelps Park Playground	General Fund	170,000	170,000					
		General Fund	624,000	147,000	102,000	125,000	125,000	125,000	
Parks	Athletic Field and Tennis Center Lighting	Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	
Parks	Pavilion Replacement (Ward (2) and Phelps)	General Fund	134,000		134,000				
Parks	Golf Course Improvement	General Fund	100,000	100,000					
Parks	Lake Baldwin Park Improvements	General Fund	350,000				350,000		
Parks	Cemetery Improvements	Cemetery Trust Fund	650,000	150,000	500,000				
Public Works	Bicycle & Pedestrian Improvements	General Fund	500,000	100,000	100,000	100,000	100,000	100,000	on-going
Public Works	Signalization Upgrades	General Fund	500,000	100,000	100,000	100,000	100,000	100,000	on-going
Public Works	Ravadauge Infrastructure Reimbursement	General Fund	1,000,000	200,000	200,000	200,000	200,000	200,000	

SUMMARY OF CAPITAL PROJECTS GENERAL CAPITAL PROJECTS

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Other Long- term Needs
Fire	Fire Safety & Equipment Fund	General Fund	975,000	175,000	200,000	200,000	200,000	200,000	
Police	Police Safety & Equipment Fund	General Fund	850,000	170,000	170,000	170,000	170,000	170,000	
General	Construct new City Hall (50,000 square feet)	General Obligation Bonds - Subject to Referendum	-						12,500,000
General	Acquisition of the Post Office Property	TBD	-						6,500,000
General	Development of Northwest Sports Complex	General Obligation Bonds - Subject to Referendum	-						5,000,000
	Totals		16,786,756	3,189,465	3,560,439	3,202,072	3,700,384	3,134,396	19,000,000
	Totals by Funding Source:		5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023		Other Long- term Needs
	General Fund		15,441,756	2,964,465	2,985,439	3,127,072	3,305,384	3,059,396	-
	Tower Rental Revenues		375,000	75,000	75,000	75,000	75,000	75,000	-
	Cemetery Trust Fund		650,000	150,000	500,000	-	-	-	-
	Grants/Fund Raising		320,000	-	-	-	320,000	-	-

		0 100 105	0 560 400	0 000 070	0 700 004	0 101 000	24.000.000
TBD	-	-	-	-	-	-	6,500,000
Referendum							
General Obligation Bonds - Subject to	-	-	-	-	-	-	17,500,000
Grants/Fund Raising	320,000	-	-	-	320,000	-	-

 16,786,756
 3,189,465
 3,560,439
 3,202,072
 3,700,384
 3,134,396
 24,000,000

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Public Works	Pavement Resurfacing	The City's pavement resurfacing program calls for the resurfacing of eight to nine miles of streets in the upcoming fiscal year. A pavement condition assessment identifies those streets in most need of resurfacing to prevent degradation of the road base.	Local option gas tax revenues	\$ 732,465	Investments in routine road repaving reduces the annual costs of road repairs.
Public Works	Sidewalk, Bike path & Curb Repairs	Replacement of sidewalks, bike paths and curbing where necessary for public safety.	Local option gas tax revenues	\$ 300,000	No additional impact on operating budget
Public Works	Facility Replacement Account	This account will accumulate funds for the replacement of roofs, air conditioning, paint and flooring and other major capital expenditures for City's facilities.	General Fund - \$325,000, Water & Sewer Fund - \$125,000 and Electric Services Fund - \$50,000	\$ 500,000	No additional impact on operating budget
Information Technology	Information Technology Upgrades	Upgrades to computers, networks, servers and phone systems. Also contains funding to continue the City facilities underground fiber network.	General Fund - \$165,000, Water & Sewer Fund - \$82,500 and Electric Services Fund - \$82,500	\$ 330,000	No additional impact on operating budget
Parks	Major Parks Maintenance Items	This funding is set aside for needed Parks Department capital equipment and facility maintenance and repairs.	General Fund	\$ 155,000	No additional impact on operating budget
Parks	Mead Garden Master Plan Renovation	This years funding is for enlarging the stage and renovating the hardscape and landscape.	General Fund - \$25,000	\$ 25,000	No additional impact on operating budget
Parks	Showalter Field Improvements	Upgrades to the audio system and simplify control system.	General Fund	\$ 100,000	No additional impact on operating budget
Parks	Phelps Park	Replace playground	General Fund	\$ 170,000	No additional impact on operating budget.
Parks	Athletic Field & Tennis Court Lighting	Multi-year lighting enhancement project at the city's athletic venues. Includes replacement of worn poles and fixtures.	General Fund - \$125,000; Cell Tower Revenues - \$75,000	\$ 222,000	No additional impact on operating budget. Reduces maintenance on existing aging lighting stock.

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Parks	Golf Course Improvements	Entry and patio renovations	General Fund	\$ 100,000	
Parks	Cemetery Improvements	Funding for this project will be used to create columbarium's for a cremation garden to expand capacity at the cemetery.	Cemetery Trust Fund	\$ 150,000	Improvements in 2020 and 2021 will allow for additional sales.
Public Works	Bicycle/Pedestrian Plan Improvements	Funding for this project will be used to create and promote a viable and safe pedestrian and bicycle-friendly infrastructure and promote these modes of transportation throughout the city.	General Fund	\$ 100,000	No additional impact on operating budget
Public Works	Pedestrian & Traffic Signal Upgrades	This project is part of a multi year plan to upgrade antiquated traffic signals and improve the safety of pedestrians crossing intersections.	General Fund	\$ 100,000	No additional impact on operating budget
Public Works	Ravadauge Infrastructure Reimbursement	Provides funding estimate for the reimbursement of developer built city roads in the Ravaudage redevelopment area.	General Fund (paid from permit and tax revenues received by the development.)	\$ 200,000	The city will ultimately take over the maintenance of these roads however the reimbursement does not effect the city's obligation to do so.
Fire	Fire Safety Equipment Replacement Fund - Lifepak replacement	This fund will allow the Fire Department to create a funding pool for replacement of crucial life-saving equipment. In FY19 and 20, funds will be saved to replace the aging 11 Lifepak units.	General Fund	\$ 175,000	No additional impact on operating budget
Police	Police Safety & Equipment Fund	This fund will allow the Police Department to create a funding pool for replacement of crucial life-saving equipment. In FY20- 24, funds will be saved to replace the aging 124 Motorola Radios.	General Fund	\$ 170,000	No additional impact on operating budget

CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS STORMWATER CAPITAL PROJECTS FUND

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Public Works	Drainage Improvements - Most of the City's stormwater sewer infrastructure is over fifty years old. Some of these older systems do not meet the City's current drainage standards and in many cases are experiencing pipe material failures. Groundwater seepage into the stormwater sewer system is considered an illicit discharge carrying sediments to the City's lakes compromising water quality.	Stormwater Fees	650,000	150,000	150,000	150,000	75,000	125,000
Public Works	Kings Way Outfall Improvements	Stormwater Fees	700,000		200,000	200,000	150,000	150,000
Public Works	N Lakemont Seminole Ditch Piping	Stormwater Fees	500,000				250,000	250,000
Public Works	Sharon Place Stormwater Infrastructure Rehabilitation	Stormwater Fees	150,000	150,000				
Public Works	Arbor Park Drainage Improvements	Stormwater Fees	880,000	330,000	200,000	200,000	100,000	50,000
Public Works	Temple Dr Stormwater Replacement	Stormwater Fees	750,000		200,000	200,000	175,000	175,000
	Totals		3,630,000	630,000	750,000	750,000	750,000	750,000

Note: The stormwater capital improvement plan has been approved by the Lakes and Waterways Board.

CITY OF WINTER PARK CAPITAL IMPROVEMENT PLAN - Stormwater Fund Fiscal Year 2019-2020

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Public Works	Drainage improvements	Rainfall events within recent years have produced increased intensities which have exceeded the capacity of the storm sewer infrastructure and as result the City has been experiencing localized flooding in areas that have not been prone to flooding in the past.	Stormwater utility fee	\$ 150,000	No additional impact on operating budget
Public Works	Sharon Place Stormwater Infrastructure Rehabilitation	Renovate existing inlets to improve system optimization.	Stormwater utility fee	\$ 150,000	No additional impact on operating budget
Public Works	Arbor Park Drainage Improvements	Replace drainage system, inlets, and piping.	Stormwater utility fee	\$ 330,000	No additional impact on operating budget

CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS COMMUNITY REDEVELOPMENT AGENCY FUND

Current Adopted CIP

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
CRA	Small Scale CIP Improvements	TIF	200,000	40,000	40,000	40,000	40,000	40,000
CRA	CRA Infrastructure Improvements	TIF	500,000	100,000	100,000	100,000	100,000	100,000
CRA	17-92 / PD&E Streetscape	TIF	4,335,678	2,935,678	1,400,000	-	-	
CRA	Denning & West Fairbanks Stormwater and Traffic Flow Improvements	TIF	1,000,000	1,000,000				
CRA	MLK Landscaping & Parking Improvements	TIF	1,000,000	1,000,000				
CRA	Harper Streetscape Improvements	TIF	382,775	382,775				
CRA	MLK Stormwater Improvements	TIF	350,000	350,000				
CRA	CRA Stormwater Master Plan	TIF	350,000	350,000				
CRA	Downtown Enhancement Project (CBD refresh)	TIF	250,000	250,000				
CRA	Implement Parking Strategies	TIF	150,000	150,000				
CRA	West Comstock Parking Improvements	TIF	175,000	175,000				
	Totals		8,693,453	6,733,453	1,540,000	140,000	140,000	140,000

Totals by Funding Source:

Tax Increment Financing (TIF)

8,693,453 6,733,453 1,540,000 140,000 140,000 140,000

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
CRA	17-92 PD&E Streetscape Improvements	This project covers improvements all along the 17-92 corridor including the intersections of Fairbanks, Morse, and Webster Ave. Project will include improvements to landscape, lighting, curbing, and other hardscape enhancements.	Tax Increment Financing	\$ 2,935,678	This project is a one time expenditure and should not impact ongoing operational costs.
CRA	Small Scale CRA Improvements	Purpose of this fund is to include minor project expenditures that may be incurred throughout the year such as SunRail weekend ridership, district enhancements, or other small scale projects.	Tax Increment Financing	\$ 40,000	These projects would be one time expenditures and should not impact ongoing operational costs.
CRA	CRA Infrastructure Improvements	This fund will provide for infrastructure improvement needs that enhance the CRA district and are in accordance with the adopted plan.	Tax Increment Financing	\$ 100,000	These projects would be one time expenditures and should not impact ongoing operational costs.
CRA	Denning & West Fairbanks Stormwater and Traffic Flow Improvements	Funding allocated by the CRA Agency to make acquisitions or improvements to the intersection to improve traffic flow and stormwater.	Tax Increment Financing	\$ 1,000,000	This project is in the early stages but any capital changes or acquisitions could impact operating costs but until a scope is finalized, there is no estimate
CRA	MLK Landscaping & Parking Improvements	Funding allocated by the CRA Agency to make landscaping and parking enhancements in conjunction with the Canopy Project at MLK Park.	Tax Increment Financing	\$ 1,000,000	Additional landscaping improvements will impact the Parks Department budget operations costs in future years, but the impact would be less than \$15k
CRA	Harper Streetscape Improvements	Streetscape improvement along Harper to include grading improvements and the addition of 24 parallel parking spaces.	Tax Increment Financing	\$ 382,775	These projects would be one time expenditures and should not impact ongoing operational costs.

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
CRA	MLK Stormwater Improvements	Includes funding to purchase the remaining parcels of Lake Rose and to connect the water basin with the MLK Lake.	Tax Increment Financing	\$ 350,000	These projects would be one time expenditures and should not impact ongoing operational costs.
CRA	CRA Stormwater Master Plan	Provides capital funding to begin master planning the stormwater system of the CRA area.	Tax Increment Financing	\$ 350,000	This effort could lead to capital projects that would effect the ongoing operating costs of the Stormwater Utility.
CRA	Downtown Enhancement Project (CBD refresh)	Purpose of this fund is to Enhance our Downtown aesthetics. Project will include restrooms in the downtown, screening of dumpsters, improvements to street fixtures, and central park stage renovation.	Tax Increment Financing	\$ 250,000	These projects would be one time expenditures and should not impact ongoing operational costs.
CRA	Implement Parking Strategies	Funding allocated by the CRA Agency to explore the continued implementation of the Kimley-Horn Parking study, including considering looking at a circulator transport system.	Tax Increment Financing	\$ 150,000	The study outlines multiple parking enhancements, including adding enforcement personnel, technological improvements, and a transportation circulator. Early estimates would assume ongoing operating costs would be \$150k to operate a circulator.
CRA	West Comstock Parking Improvements	This project will provide additional parking to MLK park on West Comstock by re-curbing and making sight improvements	Tax Increment Financing	\$ 175,000	These projects would be one time expenditures and should not impact ongoing operational costs.

CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS WATER AND WASTEWATER FUND

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Water and Sewer	Rehabilitation of defective sewer mains with heavy ground water infiltration.	Water and Sewer Fees	1,725,000	325,000	350,000	350,000	350,000	350,000
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	560,000	100,000	100,000	120,000	120,000	120,000
	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line.	Water and Sewer Fees	1,075,000	-	100,000	325,000	325,000	325,000
Water and Sewer	standard water mains throughout the water distribution system.	Water and Sewer Fees	3,310,000	650,000	650,000	670,000	670,000	670,000
Water and Sewer	Replacement of asbestos cement sanitary force mains deteriorated by hydrogen sulfide gas.	Water and Sewer Fees	60,000	-	-	20,000	20,000	20,000
Water and Sewer	Lift Station Upgrades	Water and Sewer Fees	750,000	150,000	150,000	150,000	150,000	150,000
		Water and Sewer Reserves	1,550,000		300,000	1,250,000		
Water and Sewer	Expansion of reclaimed water system	Sewer Impact Fees	1,100,000		625,000	475,000		
		Water Impact Fees	1,100,000		625,000	475,000		
	Wastewater Treatment Facility (City of	Water and Sewer Reserves	3,696,085	2,978,494	687,791	14,900	14,900	
Water and Sewer	Eastern Service Area Improvements	Sewer Impact Fees	653,250	653,250	-	-		
Water and Sewer	Richard Crotty Parkway Utility Upgrade	Water and Sewer Fees	32,459	32,459				
Water and Sewer	Kennedy Blvd Road Widening Force Main Upgrade	Sewer Impact Fees	800,000	800,000				

CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS WATER AND WASTEWATER FUND

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
ITS		Water and Sewer Fees	462,500	82,500	87,500	92,500	97,500	102,500
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund).	Water and Sewer Fees	625,000	125,000	125,000	125,000	125,000	125,000
	Totals		17,499,294	5,896,703	3,800,291	4,067,400	1,872,400	1,862,500

Totals by Funding Source:

Water and Sewer Fees	8,588,997	1,464,959	1,562,500	1,852,500	1,857,500	1,862,500
Water and Sewer Reserves	5,800,106	2,978,494	987,791	1,264,900	14,900	-
Sewer Impact Fees	5,129,391	1,453,250	625,000	475,000	-	-
Water Impact Fees	1,631,400	-	625,000	475,000	-	-
Prior Bond Proceeds	1,984,253	-	-	-	-	-
	25,721,921	5,896,703	3,800,291	4,067,400	1,872,400	1,862,500

CITY OF WINTER PARK CAPITAL IMPROVEMENT PLAN - Water & Sewer Fiscal Year 2019-2020

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Water and Sewer	Upgrade sanitary sewer mains	Defective sanitary sewer mains will be rehabilitated to decrease heavy ground water infiltration, in effect reducing the total flow to waste water facilities.	Water and Sewer Fees	\$ 325,000	This project will reduce wastewater treatment costs by reducing ground water infiltration
Water and Sewer	Rehabilitate sanitary sewer mains - short liner installation	Rehabilitation of defective sanitary sewer mains with heavy ground water infiltration or structural deficiencies by internally inserting a short liner system.	Water and Sewer Fees	\$ 100,000	This project will reduce wastewater treatment costs by reducing ground water infiltration
Water and Sewer	Upgrade water mains	Water main upgrades consist of construction and upgrade of water mains and service lines to replace sub- standard water mains throughout the water distribution system. This work will improve water quality, flows and fire protection in the impacted areas.	Water and Sewer Fees	\$ 650,000	No additional impact on operating budget
Water and Sewer	Lift station upgrades	Replacement of "can" type lift stations close to failure with submersible "rail" type lift stations. Includes completing projects at stations 2 and 35.	Water and Sewer Fees	\$ 150,000	No additional impact on operating budget
Water and Sewer	Iron Bridge Regional Wastewater Treatment Facility	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Water and Sewer Reserves	\$ 2,978,494	No additional impact on operating budget
Water and Sewer	Eastern Service Area Improvements	This combines three projects affecting the eastern service area of the utility: restructuring of territory with Orange County, Cady Way lift station, and a 12- inch force main.	Sewer Impact Fees & Water Impact Fees	\$ 653,250	The city will provide water and wastewater services but will offset costs with charges for services.
Water and Sewer	Richard Crotty Parkway Utility Upgrade	In partnership with Orange County, this project will realign Hanging Moss road which necessitates a water main upgrade and a force main replacement.	Water and Sewer Fees	\$ 32,459	No additional impact on operating budget
Water and Sewer	Kennedy Road Widening & Force Main Upgrade	In conjunction with Orange County, the City will be upgrading the force main along Kennedy Blvd. from I-4 to Forest City Rd.	Sewer Impact Fees	\$ 800,000	No additional impact on operating budget

CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS ELECTRIC SERVICES FUND

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Electric Services	Routine Capital improvements including: undergrounding electric lines, renewals and replacements, and other improvements required to provide service and improve the reliability of the electric system	Electric System Revenues	6,140,767	1,180,000	1,203,600	1,227,672	1,252,225	1,277,270
Electric Services	Undergrounding of Electric Lines	Electric System Revenues	22,125,000	4,425,000	4,425,000	4,425,000	4,425,000	4,425,000
Electric Services	Substation Transformer Repalcement	Electric System Revenues	1,000,000	1,000,000				
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund)	Electric System Revenues	250,000	50,000	50,000	50,000	50,000	50,000
	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric System Revenues	462,500	82,500	87,500	92,500	97,500	102,500
Totals				6,737,500	5,766,100	5,795,172	5,824,725	5,854,770

Totals by Funding Source:

Electric System Revenues

28,019,207 6,737,500 5,766,100 5,795,172 5,824,725 5,804,770

Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan

CITY OF WINTER PARK CAPITAL IMPROVEMENT PLAN - Electric Services Fiscal Year 2019-2020

Function	Project	Project Description	Primary Funding Source	Amount		Impact on Operating Budgets		
Electric Services	Routine Capital: annual electric system improvements	These improvements include undergrounding electric lines and other improvements to increase the reliability of the electric system.	Electric Service Fees	\$	1,180,000	No impact on operating budget		
Electric Services	Undergrounding Electric Utilities	This is part of an ongoing plan to underground electric utility lines over the next 8 years.	Electric Service Fees	\$	4,425,000	As electric utilities are placed underground there will be less costs for trimming trees around power lines.		
Electric Services	Substation Transformer Repalcement	This is a replacement purchase for a back up transformer at the substation. Lead time on a replacement is 12-18 months.	Electric Service Fees	\$	1,000,000	No impact on operating budget		