Meeting Called to Order

Invocation
John Holland, Parks and Recreation Director

Pledge of Allegiance

Approval of Agenda

Mayor’s Report
a. Recognition as a “Fit Friendly” company by American Heart Association
b. Presentation of check from the Kenneth Murrah for the City of Winter Park Tree Fund
c. 2012 Board appointments
d. Proclamation - Emergency Medical Services Week, May 20-26, 2012
e. Proclamation – Civility Month
f. Presentation of FSAWWA Most Outstanding Class C Water Plant Award
g. "W" prize: water conservation inter-municipality competition
h. Katherine Ford’s passing

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

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

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

### City Attorney’s Report

### Non-Action Items

### Consent Agenda
#### a. Approve the minutes of 4/23/2012.
#### b. Approve the following contracts and formal solicitation:
   1. Continuing Services Contract with BASE Consultants, P.A. for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute the contract.
   2. Continuing Services Contract with Florida Bridge & Transportation, Inc. for RFQ-2-2012, Continuing Professional, Architectural & Engineering Services (Discipline: Structural Engineering); and authorize the Mayor to execute the contract.
   4. Continuing Services Contract with Universal Engineering Sciences for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Environmental Services); and authorize the Mayor to execute the contract.
   5. Authorize staff to enter into negotiations with the top ranked firms Ardaman & Associates, Inc. and Universal Engineering Sciences for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Geotechnical Services).
#### c. Approve the Interlocal Agreement with the City of Casselberry for Fire-Rescue Apparatus Inspections, Preventative Maintenance, Maintenance and Repairs.
#### d. Approve the 4th annual Winter in the Park Holiday Ice Equipment Rental and Management Agreement with Magic Ice USA (and subsequent purchase requisitions), and authorize the Mayor to execute the contract.
#### e. Approve the development and easement agreement for 121 Garfield Avenue to be able to officially record the sanitary sewer easement granted to the City in 2004 and the parking waivers approved at that time.
## 10 Action Items Requiring Discussion

<table>
<thead>
<tr>
<th>Projected Time</th>
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<tbody>
<tr>
<td>30 minutes</td>
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<td>15 minutes</td>
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<td>15 minutes</td>
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</tbody>
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### a. Hannibal Square East street dining (Armando’s and Hannibal’s).

### b. Discussion of bidding out City Attorney contract.

### c. Discussion of bidding out Federal Lobbyist position.

### d. Modification or amendment to Purchasing Policy regarding local preference.

### e. Discuss a potential policy that governs City Commission written communication.

### f. Proposed Sustainability Advisory Board

## 11 Public Hearings

<table>
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<tr>
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<tr>
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<td>10 minutes</td>
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<td>10 minutes</td>
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</tbody>
</table>

### a. Ordinance – Enacting revisions to single family and accessory building regulations; adding Pain management Clinics as a permitted use in the I-1 zoning district, establishing parking requirements and definition of Pain Management Clinic; and adding special buffer requirements for vehicle use areas abutting residential areas (1)

### b. Ordinance – Increasing taxicab rates (1)

### c. Resolution – Designating 1500 Berkshire Avenue, Winter Park as a historic resource in the Winter Park Register of Historic Places

### d. Resolution – Supporting a community-wide initiative to reduce pedestrian injuries and fatalities in Central Florida through education, engineering and enforcement

### e. Resolution – Requesting Florida Department of Transportation change the sign at the Interstate 4 Fairbanks Avenue exit from “Winter Park” to “Winter Park Historic District”

## 12 City Commission Reports

### a. Commissioner Leary

### b. Commissioner Sprinkel

### c. Commissioner Cooper

1. Records retention policy

### d. Commissioner McMacken

### e. Mayor Bradley

### Time permitting; a shade meeting will be held at the end of today’s meeting regarding the Pension update. No public input will be taken at this meeting.

### appeals & assistance

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

“Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting.”
Board appointment list will be provided later this week.

Please call the City Clerk’s office at 407-599-3277 for a list of the Mayor’s appointments.
April 13, 2012

Re Proclamation and Pledge of Civility for the Month of May

Dear Madam/Sir:

The attorneys of the City, County and Local Government Law Section of The Florida Bar ask your local government to join with other cities and counties throughout the State of Florida in proclaiming May as “Civility Month.”

Civil discourse is a cornerstone of American democracy and is a vital ingredient to successful local governance. The attorneys of the City, County and Local Government Law Section of The Florida Bar ask you to renew the pledge of public conduct that your local government may have adopted in prior years.

A sample proclamation is enclosed for your use. We are asking all local governments in Florida to adopt such a proclamation to help to uplift the tone and conduct in public meetings throughout the State. We join with our public officials in urging all citizens to exercise civility toward each other throughout the year as they participate in Florida’s democratic process.

If you choose to adopt the proclamation, please send us a copy to: Ricky Libbert, The Florida Bar, 651, E. Jefferson St., Tallahassee, Florida 32399-2300, rlibbert@floridadar.org

Thank you for your attention to this important matter and for your dedicated public service.

Sincerely,

Kenneth A. Tinkler
Chair

Enclosure
PROCLAMATION

Whereas, the open exchange of public discourse is essential to the democratic system of government; and

Whereas, as a cornerstone of democracy Americans have observed certain rules of behavior generally known as civility;

Whereas, civility, derived from the Latin words “civitas” meaning city and “civis” meaning citizen, is behavior worthy of citizens living in a community or in common with others; and

Whereas, displays of anger, rudeness, ridicule, impatience, and a lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

Whereas, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and

Whereas, civility can uplift our daily life and make it more pleasant to live in an organized society; and

Whereas, the City, County and Local Government Law Section of The Florida Bar urges the adoption of a pledge of civility by all citizens in the State of Florida.

Now, therefore, be it resolved, by the County Commission of the County of ______________ that the month of May is proclaimed as Civility Month, and calls upon all citizens to exercise civility toward each other.

Passed and adopted this _______ day of _______________________, 2010.

ATTEST:

__________________________________________
CLERK
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.

<table>
<thead>
<tr>
<th>issue</th>
<th>update</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall Renovation</td>
<td>The mechanical contractor has constructed and installed all 3 of the large air handling units and chiller, as well supply ducting. The individual VAV (variable air volume, which are controlled by the room thermostats) valves have been installed and ducted on the second floor. Work continues on the installing the VAV's on the first floor. All demolition is complete of ceilings, existing lighting, old wall radiators and unnecessary walls. Construction of new walls to create new work spaces is underway on the second floor as well as installation of new ceilings and new light fixtures. Plan is complete for new a/v system in the chambers and conference rooms and acquisition of materials is underway. New painting, carpeting and installation of built in furniture will be completed the first week in June with the June 11th commission meeting being held in the newly renovated chambers.</td>
</tr>
<tr>
<td>Pensions</td>
<td>Detailed projections provided to Commission on March 6, 2012.</td>
</tr>
<tr>
<td>Lee Road Median Update</td>
<td>FDOT has verbally accepted the City’s variance to maintain existing non confirming vegetation and we are awaiting the formal acceptance. Once that is received, a final landscape plan will be submitted and final approval should occur within 4-5 weeks.</td>
</tr>
<tr>
<td>Fairbanks Improvement Project</td>
<td>Bids are due May 14, 2012.</td>
</tr>
<tr>
<td>Parking Study Alford Inn</td>
<td>Traffic counts are complete and the consultant is currently working on alternatives.</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Hazardous Waste</td>
<td>Hazardous waste disposal was conducted on April 21st, in conjunction with Earth Day.</td>
</tr>
<tr>
<td>Dead Tree Removal</td>
<td>Replanting of first round of removals is expected to be completed by May 2012. A second round of removals is underway.</td>
</tr>
<tr>
<td>Wayfinding Signs</td>
<td>We are on schedule for the non FDOT signs to be installed in May. Permitting of the FDOT signs in underway and a contractor is being selected for placement.</td>
</tr>
<tr>
<td>Street Musicians</td>
<td>CRA staff met with merchants and the PAATF about some type of regulations. The general feeling is that there is no regulations needed for this and it is currently not a significant problem on Park Avenue.</td>
</tr>
<tr>
<td>125th Anniversary Celebration</td>
<td>Two task force meetings have been held thus far. A 125th Anniversary logo has been adopted and has been implemented on many city communication tools already, including the Winter Park Update, city employee emails, press release templates, the Winter Park Sidewalk Art Festival Program, the Orlando Philharmonic Orchestra concert program, and various invitations. Each member of the task force will also begin using the logo to remind and prepare the community of this important milestone. The task force is working on ideas to tie in the 125th anniversary to existing events and also has been discussing events specifically for the anniversary date. The Winter Park Police Department is also celebrating its 125th anniversary on October 12, and has joined the task force at its regular meetings. Each member is excited and enthusiastic about this milestone and is eager to help the city promote the 125th anniversary in their various disciplines. This will be done through cooperative marketing, website presence, logo</td>
</tr>
</tbody>
</table>
inclusion, special event planning and historical displays.

Task force members are:

1. Kenneth Murrah, Winter Park resident  
2. Fairolyn Livingston, Hannibal Square Heritage Center  
3. Susan Skolfield, Winter Park Historical Association  
4. Bob Melanson, Winter Park Public Library  
5. Patrick Chapin, Winter Park Chamber of Commerce  
6. Cindy Bowman LaFronz, Rollins College  
7. Rev. Bryan G. Fulwider, 1st Congregational Church

On April 10 and April 24, two public input meetings were held for the purpose of the Dr. Martin Luther King, Jr., (MLK) Task Force to hear the community’s input on potential naming opportunities within the City of Winter Park. The input gathered from these two sessions will be discussed by the task force keeping the following criteria in mind:

- The street, park or venue should have significant visibility.
- No street, park or venue already named after one of the founding or other prominent families should be renamed.
- If a street is selected, the number of businesses/residences that will have to incur the inconvenience and cost of an address change should be minimized.
- If a street is selected for renaming, it should either be the whole street or at least start at one end of the street.

The MLK Task Force is expected to present its recommendations to the City Commission on Monday, June 11.

ULI Fairbanks Avenue TAP

Staff met with ULI staff and is preparing the briefing book materials as well as locating a venue for the TAP. The date is set for June 18 and 19, 2012.
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.
Below is the status of development projects previously approved by the City Commission and others that may be of interest. The changes since the last report on March 26th are shown in blue.

Rollins College: Alfond Inn at Rollins – Building permit issued. Construction start was to be May 1st. Fifteen month construction time period. Expected opening in July-August of 2013.

1150 S. Orlando Avenue: Redevelopment of the former paint store, just north of Einstein’s – Permit issued and construction started on May 1st. The end result will be a 3,620 sq. ft. building with 30 parking spaces. About half of the space will be a Jersey Mike’s Sub shop and the other half retail or office space.

200 E. Canton Avenue: Sestiere Santa Croce This is the former Rob Vega luxury condo (6 units) across from St. Margaret Mary. It has been purchased from the Bank and a permit has been issued to complete the exterior building shell (Italian Venetian Mediterranean architecture). It is planned to be a single residential condo on the second and third floors and office space on the ground floor.

1302 W. Fairbanks Avenue: McDonald’s - They submitted for the building permit at the end of March. There are numerous building plan comments including revisions to comply with the conditions of approval, abandonment of the utility easement bisecting the site and obtaining the approval from FDOT to extend the median which must be addressed.

600 N Orlando Avenue: Borders Books – Redevelopment approved by the City Commission on March 26th. The new bank is the linchpin to the project and the bank has a very long due diligence period. So it may be some time until we know if that project is moving ahead.

601 S New York Avenue – former Urban Flats restaurant next to Hot Olives – Staff is told the space has been leased to Ethos Vegan Kitchen which has been in operation since 2007 at 1235 N. Orange Avenue in Orlando opposite Lake Ivanhoe. No permit has been received yet for the interior renovation but we understand the existing location is closing at the end of July so the opening here should be soon thereafter.

1600 W. Fairbanks Avenue – Four Rivers restaurant – Construction ongoing. They hope to open in July-August 2012.

326 S. Park Avenue – former Spice restaurant – The owners of the 310 S. Park Ave. restaurant are taking over the space and will be doing a separate restaurant with separate menu. Demo permit has been issued. Awaiting interior remodel permit.
358 N. Park Avenue – former Circa restaurant – New restaurant is going in to that space to be called “Galopin Cuisine”. They have their demo permit and the staff is reviewing the interior remodel permit.

538 S. Park Avenue: BurgerFi – A permit has been issued for the new restaurant going in at the former Orvis Store. They are under construction. They hope to be open by mid-June.

565 W. Fairbanks Avenue: Cask and Larder – New restaurant from the Ravenous Pig ownership going into the old Harper’s location. Interior renovation building permit was issued on April 19th. Construction should start soon and they hope to be open in August 2012.

941 W. Morse Blvd.: CNL Building (former State Office building) – Have received the preliminary Conditional Use and expect to be on the June P&Z and City Commission agendas for approval of the final conditional use.

100 Perth Lane – Dr. Bruce Breit (Women’s Care Florida) - Conditional Use approved by the City on January 23rd to a new construct 22,000 sq. ft. medical office. Working on finalizing the adjacent property purchase from Florida Hospital and other construction permit details.

2701 Lee Road: New Aamco transmission - Building permit issued on April 5th. Construction just starting now. As part of I-4 widening project the Aamco Transmission (now on Lee Road on the west side of I-4) is being moved into the former Mobil gas station property on the east side of I-4. They are building a new service building and the former convenience store building will be used for the office and customers.

900 N. Orlando Avenue: Wawa Store – The project is still on, staff is told, by the developer but they are having problems with the contamination and cleanup clearances from FDEP. (The previous owners demolished not only the building but all the cleanup monitoring test wells) Property still under contract but start date is uncertain.

Rollins College: Bush Science Center – The building permit has been issued and work has begun. Completion expected in the late summer of 2013. The temporary modular administration and classroom buildings are now on site and being set up to be in use for the fall classes.

Rollins College: Strong Hall – Construction has begun. Completion expected in August, 2012. Several banks looking at properties along Fairbanks and Orlando Avenue for branch locations.

For more information on these or other projects, please contact Jeff Briggs, Planning Director at jbriggs@cityofwinterpark.org or at (407) 599-3440.
General Fund

The following items were noted in reviewing the financial results for the six months of FY 2012:

- Property taxes are on track with budget estimates.
- Franchise fee revenues are less than the prior year mostly due to the timing of a payment from Waste Pro. As of April, we are on target with budgeted receipts.
- Electric utility taxes, water utility taxes and communications services taxes are on track with the revised projections.
- Business taxes are due October 1 of each year so the largest portion of this revenue has already been received.
- Building permit revenues are well ahead of budget and the prior year at the midpoint in the fiscal year. Large receipts in April related to the Bush Science Center renovation project will push this balance even higher.
- Revenue estimates for half cent sales tax and state revenue sharing are on track with the revised projections.
- Charges for services now include the Golf Course. Golf course revenues increased total charges for services revenue for the first six months by $208,413.
- Fines and forfeiture revenues are on track with the revised projections.
- Expenditures are generally in line with or below budget. Information Technology expenditures are ahead of budget due to the renewal of maintenance contracts at the beginning of the fiscal year.
- Revenues and spending will continue to be monitored and if it becomes necessary to adjust the budget an adjustment will be brought to the Commission for approval.

Community Redevelopment Agency Fund

The CRA was credited with tax increment revenue from both the City and County in December. The decrease in comparison to the prior year is due to the 4.79% decrease in valuation.

Charges for services revenue is from daily passes and sponsorships for the ice skating rink.

Annual principal payments and semiannual interest payments on CRA debt were paid in January.

Water and Sewer Fund
Revenues are $395,211 short of half the annual budget at the midpoint of the fiscal year but are on track to meet the projection in total based on historic water sales trends. Sales revenues exceed those of the prior year as a result of higher volume of water sold as noted in the table below:

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<tr>
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<tbody>
<tr>
<td>Water</td>
<td>1,653,779</td>
<td>1,767,052</td>
<td>113,273</td>
</tr>
</tbody>
</table>

Expenses are within budget.

Bottom line reflects a loss of $300,731 for the first six months of the fiscal year.

**Electric Services Fund**

Sales in kWh are down 4.0% through March 31 in comparison to the same period in the prior year. Revenues are also less than last year due to the lower fuel cost recovery rates.

Fuel cost over recovery for the first six months of the fiscal year is a bit over $400,000.

Expenses are in line with budget.

Bottom line reflects positive net income of $2,123,789 for the first six months of the fiscal year.

The balance outstanding on the advance from the General Fund and other interfund borrowing was $1,716,432 as of March 31, 2012 and we anticipate this being fully repaid in FY 2012.
The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD March 31, 2012 and 2011
50% of the Fiscal Year Lapsed

### General Fund

#### Revenues:

<table>
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<tr>
<th>Revenues</th>
<th>Original YTD</th>
<th>Actual YTD</th>
<th>Variances from Prorated YTD</th>
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<tbody>
<tr>
<td></td>
<td>YTD %</td>
<td>Adjusted</td>
<td>Prorated</td>
</tr>
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<td></td>
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<td>Property Tax</td>
<td>12,364,122</td>
<td>14,265,000</td>
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<tr>
<td>Franchise Fees</td>
<td>388,700</td>
<td>1,132,500</td>
<td>566,250</td>
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<td>Utility Taxes</td>
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<td>7,022,000</td>
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<tr>
<td>Occupational Licenses</td>
<td>444,506</td>
<td>459,500</td>
<td>229,750</td>
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<tr>
<td>Building Permits</td>
<td>677,429</td>
<td>1,249,050</td>
<td>624,525</td>
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<tr>
<td>Other Licenses &amp; Permits</td>
<td>15,030</td>
<td>21,000</td>
<td>10,500</td>
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<tr>
<td>Intergovernment</td>
<td>2,198,430</td>
<td>6,206,702</td>
<td>3,110,851</td>
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<tr>
<td>Charges for Services</td>
<td>2,322,110</td>
<td>4,939,600</td>
<td>2,469,800</td>
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<tr>
<td>Fines and Forfeitures</td>
<td>373,180</td>
<td>116,000</td>
<td>56,000</td>
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<tr>
<td>Miscellaneous</td>
<td>206,505</td>
<td>21,000</td>
<td>10,500</td>
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<td>Fund Balance</td>
<td>-</td>
<td>642,911</td>
<td>-</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>21,682,900</td>
<td>37,072,009</td>
<td>18,864,961</td>
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#### Expenditures:

<table>
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<th>Expenditures</th>
<th>Original YTD</th>
<th>Actual YTD</th>
<th>Variances from Prorated YTD</th>
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<tbody>
<tr>
<td></td>
<td>YTD %</td>
<td>Adjusted</td>
<td>Prorated</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Commission</td>
<td>12,317</td>
<td>22,376</td>
<td>(11,188)</td>
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<tr>
<td>Legal Services - City Attorney</td>
<td>159,463</td>
<td>240,236</td>
<td>(142,118)</td>
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<tr>
<td>Lobbyists</td>
<td>22,524</td>
<td>116,000</td>
<td>56,000</td>
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<td>City Management</td>
<td>226,970</td>
<td>487,729</td>
<td>243,865</td>
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<td>City Clerk</td>
<td>87,292</td>
<td>239,071</td>
<td>119,536</td>
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<td>Communications Dept.</td>
<td>195,225</td>
<td>447,729</td>
<td>223,714</td>
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<td>Information Technology Services</td>
<td>697,907</td>
<td>445,477</td>
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<tr>
<td>Finance</td>
<td>390,142</td>
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<td>404,294</td>
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<td>Human Resources</td>
<td>138,099</td>
<td>357,565</td>
<td>178,788</td>
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<td>Purchasing</td>
<td>60,079</td>
<td>204,799</td>
<td>103,483</td>
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<td>Planning &amp; Community Development</td>
<td>277,122</td>
<td>743,135</td>
<td>430,252</td>
</tr>
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<td>Building &amp; Code Enforcement</td>
<td>606,368</td>
<td>1,299,365</td>
<td>646,382</td>
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<tr>
<td>Public Works</td>
<td>3,068,265</td>
<td>5,999,860</td>
<td>3,999,596</td>
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<tr>
<td>Police</td>
<td>5,416,739</td>
<td>12,011,363</td>
<td>6,600,626</td>
</tr>
<tr>
<td>Fire</td>
<td>4,442,263</td>
<td>9,334,812</td>
<td>4,685,794</td>
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<tr>
<td>Parks &amp; Recreation</td>
<td>2,988,816</td>
<td>6,586,218</td>
<td>3,789,402</td>
</tr>
<tr>
<td>Organizational Support</td>
<td>817,648</td>
<td>1,550,212</td>
<td>776,598</td>
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<tr>
<td>Non-Departmental</td>
<td>-</td>
<td>197,000</td>
<td>198,750</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>19,956,319</td>
<td>42,836,969</td>
<td>21,847,691</td>
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</table>

#### Revenues Over/(Under)

<table>
<thead>
<tr>
<th>Revenues Over/(Under)</th>
<th>Original</th>
<th>Actual</th>
<th>Variances from Prorated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD %</td>
<td>Adjusted</td>
<td>Prorated</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating transfers in</td>
<td>3,916,905</td>
<td>8,432,000</td>
<td>4,216,000</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(1,233,270)</td>
<td>(2,466,540)</td>
<td>(2,466,540)</td>
</tr>
<tr>
<td><strong>Other Financing Sources/(Uses)</strong></td>
<td>2,683,635</td>
<td>5,965,460</td>
<td>5,965,460</td>
</tr>
<tr>
<td><strong>Total Revenues Over</strong></td>
<td>4,410,216</td>
<td>6,034,857</td>
<td>6,034,857</td>
</tr>
</tbody>
</table>

* As adjusted through March 31, 2012
The City of Winter Park, Florida
Month Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD March 31, 2012 and 2011
50% of the Fiscal Year Lapsed

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD</td>
<td>YTD %</td>
<td>Original Annual</td>
<td>Adjusted Annual</td>
<td>Prorated Annual</td>
<td>Prorated Annual</td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>2,090,102</td>
<td>198%</td>
<td>$2,107,423</td>
<td>$2,107,423</td>
<td>$1,053,712</td>
<td>$1,036,391</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>0%</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Charges for services</td>
<td>139,293</td>
<td>307%</td>
<td>25,000</td>
<td>25,000</td>
<td>12,500</td>
<td>25,883</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>38,383</td>
<td>307%</td>
<td>25,000</td>
<td>25,000</td>
<td>12,500</td>
<td>25,883</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>-</td>
<td>0%</td>
<td>147,983</td>
<td>1,039,263</td>
<td>519,632</td>
<td>(519,632)</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>2,267,778</td>
<td>136%</td>
<td>2,442,406</td>
<td>3,333,686</td>
<td>1,666,843</td>
<td>600,935</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning and Development</td>
<td>310,847</td>
<td>103%</td>
<td>594,983</td>
<td>605,283</td>
<td>302,642</td>
<td>(8,206)</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>482,507</td>
<td>84%</td>
<td>265,000</td>
<td>1,145,980</td>
<td>572,990</td>
<td>90,483</td>
</tr>
<tr>
<td>Debt service</td>
<td>1,223,913</td>
<td>158%</td>
<td>1,550,823</td>
<td>1,550,823</td>
<td>775,412</td>
<td>(448,502)</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>2,017,267</td>
<td>122%</td>
<td>2,410,806</td>
<td>3,302,086</td>
<td>1,651,043</td>
<td>(366,224)</td>
</tr>
<tr>
<td>Revenues Over/(Under)</td>
<td>250,511</td>
<td>158%</td>
<td>31,600</td>
<td>31,600</td>
<td>15,800</td>
<td>234,711</td>
</tr>
<tr>
<td>Debt proceeds</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(15,800)</td>
<td>100%</td>
<td>(31,600)</td>
<td>(31,600)</td>
<td>(15,800)</td>
<td>-</td>
</tr>
<tr>
<td>Other Financing Sources/(Uses)</td>
<td>(15,800)</td>
<td>100%</td>
<td>(31,600)</td>
<td>(31,600)</td>
<td>(15,800)</td>
<td>-</td>
</tr>
<tr>
<td>Total Revenues Over/(Under)</td>
<td>$ 234,711</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

* As adjusted through March 31, 2012
# Monthly Financial Report - Budget vs. Actual

## Water & Sewer Funds

### Fiscal YTD March 31, 2012 and 2011

50% of the Fiscal Year Lapsed

<table>
<thead>
<tr>
<th></th>
<th>Fiscal YTD March 31, 2012</th>
<th></th>
<th>Fiscal YTD March 31, 2011</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD Original Budget</td>
<td>Adjusted Budget</td>
<td>Adjusted %</td>
<td>YTD Actual</td>
</tr>
<tr>
<td>Operating Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$ -</td>
<td>-</td>
<td>0%</td>
<td>$ -</td>
</tr>
<tr>
<td>Charges for services</td>
<td>13,315,289</td>
<td>27,421,000</td>
<td>49%</td>
<td>12,849,909</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>13,315,289</td>
<td>27,421,000</td>
<td>49%</td>
<td>12,849,909</td>
</tr>
<tr>
<td>Operating Expenses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and Administration</td>
<td>697,293</td>
<td>1,564,064</td>
<td>43%</td>
<td>671,085</td>
</tr>
<tr>
<td>Operations</td>
<td>5,412,313</td>
<td>14,188,677</td>
<td>38%</td>
<td>5,534,340</td>
</tr>
<tr>
<td>Facility Agreements</td>
<td>1,395,759</td>
<td>3,207,000</td>
<td>44%</td>
<td>1,329,269</td>
</tr>
<tr>
<td>Depreciation &amp; Amortization</td>
<td>2,332,542</td>
<td>-</td>
<td>0%</td>
<td>2,248,160</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>9,837,907</td>
<td>18,959,741</td>
<td>51%</td>
<td>9,782,854</td>
</tr>
<tr>
<td>Operating Income (Loss)</td>
<td>3,477,382</td>
<td>8,461,259</td>
<td>42%</td>
<td>3,067,055</td>
</tr>
<tr>
<td>Nonoperating Revenues (Expenses):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td>85,045</td>
<td>143,200</td>
<td>59%</td>
<td>(39,133)</td>
</tr>
<tr>
<td>Debt Service - Principal</td>
<td>(1,247,500)</td>
<td>(2,495,000)</td>
<td>50%</td>
<td>(1,205,000)</td>
</tr>
<tr>
<td>Debt Service - Interest</td>
<td>(1,781,195)</td>
<td>(3,559,463)</td>
<td>50%</td>
<td>(1,603,754)</td>
</tr>
<tr>
<td>Miscellaneous revenue</td>
<td>6,976</td>
<td>-</td>
<td>0%</td>
<td>1,121</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>Total Nonoperating Revenues (Expenses)</td>
<td>(2,936,672)</td>
<td>(5,911,263)</td>
<td>52%</td>
<td>(2,846,766)</td>
</tr>
<tr>
<td>Income (Loss) Before</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Transfers</td>
<td>540,710</td>
<td>2,549,996</td>
<td>21%</td>
<td>220,289</td>
</tr>
<tr>
<td>Capital Contributions</td>
<td>116,607</td>
<td>-</td>
<td>-</td>
<td>689,196</td>
</tr>
<tr>
<td>Operating transfers in</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(958,048)</td>
<td>(1,916,096)</td>
<td>50%</td>
<td>(978,026)</td>
</tr>
<tr>
<td>Total Contributions and Transfers</td>
<td>(841,441)</td>
<td>(1,916,096)</td>
<td>44%</td>
<td>(288,830)</td>
</tr>
<tr>
<td>Net Income</td>
<td>$(300,731)</td>
<td>$633,900</td>
<td>$633,900</td>
<td>$(68,541)</td>
</tr>
</tbody>
</table>

* As adjusted through March 31, 2012
<table>
<thead>
<tr>
<th>Fiscal YTD March 31, 2012</th>
<th>Fiscal YTD March 31, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Actual</td>
<td>Original Budget</td>
</tr>
<tr>
<td>Charges for services - Fuel</td>
<td>7,241,950</td>
</tr>
<tr>
<td>Charges for services - Non-fuel and all Other Charges</td>
<td>$13,922,005</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>21,163,955</td>
</tr>
<tr>
<td>Operating Expenses:</td>
<td></td>
</tr>
<tr>
<td>General and Administration</td>
<td>553,261</td>
</tr>
<tr>
<td>Operations</td>
<td>2,216,366</td>
</tr>
<tr>
<td>Purchased Power Cost - Fuel</td>
<td>6,835,401</td>
</tr>
<tr>
<td>Purchased Power Cost - Non-fuel</td>
<td>3,246,205</td>
</tr>
<tr>
<td>Transmission Power Cost</td>
<td>866,259</td>
</tr>
<tr>
<td>Depreciation &amp; Amortization</td>
<td>1,821,597</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>15,539,089</td>
</tr>
<tr>
<td>Operating Income (Loss)</td>
<td>5,624,866</td>
</tr>
<tr>
<td>Nonoperating Revenues (Expenses):</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td>(65,071)</td>
</tr>
<tr>
<td>Debt Service - Principal</td>
<td>(812,500)</td>
</tr>
<tr>
<td>Debt Service - Interest</td>
<td>(1,469,435)</td>
</tr>
<tr>
<td>Miscellaneous revenue</td>
<td>8,434</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>-</td>
</tr>
<tr>
<td>Total Nonoperating</td>
<td>(2,338,572)</td>
</tr>
<tr>
<td>Income (Loss) Before Transfers</td>
<td>3,286,294</td>
</tr>
<tr>
<td>Operating transfers in</td>
<td>-</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(1,162,505)</td>
</tr>
<tr>
<td>Total Operating Transfers</td>
<td>(1,162,505)</td>
</tr>
<tr>
<td>Net Income (Loss)</td>
<td>$ 2,123,789</td>
</tr>
</tbody>
</table>

* As adjusted through March 31, 2012
REGULAR MEETING OF THE CITY COMMISSION
April 23, 2012

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:36 p.m. in the Winter Park Community Center, 721 West New England Avenue, Winter Park, Florida.

Mayor Bradley requested a moment of silence in memory of Winter Park High School students Nicholas Presha and Jeremy Stewart who recently passed away.

The invocation was provided by Pastor Eric Doran, Kress Memorial Seventh Day Adventist; followed by the Pledge of Allegiance.

Members present:  Also present:
Mayor Kenneth Bradley  City Manager Randy Knight
Commissioner Steven Leary  City Attorney Larry Brown
Commissioner Sarah Sprinkel  Deputy City Clerk Michelle Bernstein
Commissioner Carolyn Cooper
Commissioner Tom McMacken

Approval of the agenda

Motion made by Mayor Bradley to approve the agenda as presented moving item 4.f to Action Items Requiring Discussion which would follow after 10.a and 10.b; and adding a new item 10.d which is a review of our lawyers contract; seconded by Commissioner Leary.

Motion amended by Commissioner Cooper that they move the discussion of our tree canopy (item 5.a) to Action Items Requiring Discussion; seconded by Mayor Bradley.

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

Upon a roll call vote on the main motion, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

Mayor’s Report

a. Recognition of Dr. Barbara Jenkins, Orange County Public Schools Superintendent

Mayor Bradley announced that the long standing Superintendent of Education for Orange County Public Schools Dr. Ron Blocker is retiring.
Motion made by Mayor Bradley to offer a proclamation in honor of Dr. Ronald Blocker and approved by acclamation with a 5-0 vote.

Mayor Bradley recognized Dr. Barbara Jenkins for her contributions to the education system and for being elected as the new Superintendent for the School Board of Orange County. Ms. Jenkins was present and thanked the City for recognizing her.

b. Proclamation – WPHS Cheerleading State and National Championships Day

Mayor Bradley proclaimed April 23, 2012 as Winter Park High Varsity Cheerleading Day in Winter Park. Assistant Coach Robin McCormick and the cheerleading team members were present to accept the proclamation.

c. Proclamation – North American Occupational Safety and Health Week and Occupational Safety and Health Professional Day

Mayor Bradley proclaimed the week of May 6-12, 2012 as North American Occupational Safety and Health Week and May 9, 2012 as Occupational Safety and Health Day. Jennifer Zipeto, Central Florida Chapter of American Society of Safety Engineers, was present to accept the proclamation.

d. Employee of the Quarter – Craig M. O’Neil, Assistant Director of Communications

Mayor Bradley recognized Assistant Communications Director Craig M. O’Neil as employee of the Second Quarter of 2012. He thanked him for his hard work and dedication.

e. Appointment of “Wired for Winter Park” Task Force

Mayor Bradley advised that he will appoint three additional members to this board at the next meeting.

f. Resolution – Supporting Fair Trade when possible among merchants in the City of Winter Park

This item was moved to Action Items Requiring Discussion.

City Manager’s Report

a. Presentation – Interim report on tree/vegetation management

City Manager Knight provided background and explained that the City purchased the electric utility in 2005 and since that time the line clearance pruning has been under the electric utility services. He noted that the City spends a considerable amount of money on tree trimming so about a year ago the City brought in a
consultant to look at the overall operations and tell us what we can do differently. We learned that the trees were not being pruned properly and cuts were being made in the wrong place resulting in rapid regrowth.

In January, the Commission approved the hiring of a forestry manager to manage electric system line clearance functions and coordinate the City’s tree trimming activities with those of electric to help reduce the cost of City's tree trimming functions. The Commission requested that staff provide a follow up report regarding the in-house tree task force that was to be created and present their potential goals and recommendations to the Commission.

Assistant City Manager Michelle del Valle introduced the members of the in-house tree task force: Parks and Recreation Director John Holland, Electric Utility Director Jerry Warren, Chief of Forestry Lee Mackin, Contracted Tree Manager Ms. Drew Denson, ENCO Operations Manager Dave Mullholand, Code Enforcement Director Sylvia Hawkins and Code Enforcement Arborist Alan Lee.

Ms. del Valle provided a PowerPoint presentation and provided a brief outline for each item. She advised that currently they are working on revising the guidelines for utility vegetation and street tree maintenance which will increase electric system reliability and safety, creating a comprehensive educational program, enhancing the tree planting and reforestation program and recommending changes to the tree preservation code and the landscape code. Questions were answered by Ms. del Valle, City Manager Knight, Ms. Denson and Mr. Holland regarding the different management plans, the age/species diversity for tree replacement, educational support and guidelines for tree pruning, and the health of the trees at the City’s tree farm on Lee Road and if they can be used/replanted.

Commission discussion ensued as to what the timeline would be to complete the overall package for the vegetation management plan, tree preservation plan and forestry management plan and that a decision should not be made until all of the items are presented at the same time since they are all integrated. Ms. del Valle advised that staff has been working on this for about four (4) months and should take approximately five (5) more months.

Commissioner Cooper shared her concerns and said we need to have a balance between aesthetics, the impact on property values and electric utility reliability. She wanted to have a plan in place that everyone agrees with prior to sending anymore crews out with chain saws.

Steve Goldman, 2009 Venetian Way, spoke about liability and aesthetics and encouraged the City to settle this issue right away so they can save the tree canopy.

Pete Weldon, 700 Via Lombardy, said one positive outcome regarding this controversial issue is that everyone will be better educated.
Mark Hagle, 1220 Park Avenue North, said while the City addresses the health of trees and the safety of the public, the City should take into consideration the image that the citizens desire and not the power company’s image.

Nancy Shutts, 2010 Brandywine Drive, suggested establishing a team of residents to work with the City’s team so they can move forward more quickly.

John Murphy, 2221 Hawick Lane, addressed the relationship between the trees and the electric company. He encouraged the City to move forward quickly so they can trim the trees in the right-of-way by his home.

Michele Meskos, 634 Penn Place, said she likes receiving Commissioner Cooper’s emails regarding upcoming topics but disliked that her email address was provided in a public record request.

A recess was taken from 5:51 p.m. to 6:14 p.m.

**City Managers Report**

City Manager Knight addressed the following items:
- After speaking with the Merchant’s Association regarding the street performer issue they felt this is not a huge problem; therefore, there is no need to implement legislation. Since this item was previously tabled, the Commission requested to place this item on the next agenda and provide recommendations so they can address it.
- The Urban Land Institute Technical Assistance Panel has tentatively scheduled their forum for May 21 and 22. It was noted that this meeting may be rescheduled to June depending on the Commissioners schedule.
- The cancellation of “Dinner on the Avenue” due to the forecast of bad weather. After a brief discussion, the Commission suggested having a right of first refusal for next year or to possibly schedule a backup venue.
- The legislative delegation visit is scheduled for May 8. Mr. Knight asked the Commissioners to review the priority list that was handed out and if they have changes to send them via email.
- The Hazardous Waste Collection held this past Saturday was extensive and there was an overwhelming response. There was talk about having this more frequently to allow for shorter lines.
- The next Commission meeting will be held at the Rachel D. Murrah Civic Center since this venue was previously booked.

City Manager Knight responded to Commissioner Cooper’s concern with developing a strategy for pension reform and requested that a shade meeting be scheduled. The Commission agreed to schedule the meeting for May 14 following the Commission meeting and for staff to provide recommendations. A reminder was given that there is a CRA meeting scheduled for 2:00 p.m. this same day.
City Attorney’s Report

a. Tolling agreements

Attorney Brown provided a status report regarding the three tolling agreements that the City entered into in March and May of 2010. He advised that the New England Partners LLC and Dan Bellows tolling agreements have been terminated and provided a brief background regarding these two terminations.

Attorney Brown then noted that the 2010 tolling agreement with the Holler family still remains open and recommended that the City terminate it. He asked for direction and suggested communicating with Frank Hamner, counsel for the Holler family, to explain the City’s basis for proposing the termination.

Commission discussion ensued as to how they should proceed. Attorney Brown provided legal counsel regarding the Bert Harris statute and the City’s legal rights. He mentioned that last year he suggested that the City consider adding additional procedures, including notice to property owners who may be affected by land regulations enacted by the City.

Motion made by Commissioner Cooper to sit down and communicate with the owners of the tolling agreement to see if we can come to a resolution of their concerns on their individual properties; seconded by Commissioners McMacken.

Attorney Brown advised that he can only speak with the Attorney representing the Holler family and not the individual family members. Commissioner Cooper clarified her motion that the City Attorney contacts the representative of this particular tolling agreement; seconded by Commissioner McMacken.

Mayor Bradley asked what the above motion accomplishes. Attorney Brown said he would speak with Attorney Hamner and find out if the Holler family has any interest in taking advantage of the tolling agreement and if they do not, he will let the Commission know so they can decide whether or not to cancel the agreement. If the Holler families are interested in working with the City, then his firm and the Planning Department can start the process once again. Commissioner Leary asked if a formal motion is needed to ask the City Attorney to make a telephone call and speak with the Attorney representing the Holler family.

Commissioners Cooper and McMacken withdrew their motion.

Non-Action Item

No items.
**Consent Agenda**

a. Approve the minutes of 4/9/12.

b. Approve the following purchase, change order and contract:
   1. Staff to enter into negotiations with the top ranked firms, BASE Consultants, Inc.; Florida Bridge & Transportation, Inc. (RFQ-2-2012) Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Structural Engineering)
   2. Staff to enter into negotiations with the top ranked firm, John J. Christie & Associates (RFQ-2-2012) Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Mechanical & Electrical Engineering)
   3. Staff to enter into negotiations with the top ranked firm, Universal Engineering Sciences; RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Discipline: Environmental Services)

c. Approve the Cemetery Disinterment Policy.

d. Approve the mid-year budget adjustment for the General Fund.

e. Approve the adjustment to the Waste Pro rates. **PULLED FOR DISCUSSION, SEE BELOW**

*Motion made by Commissioner McMacken to approve Consent Agenda items ‘a’-‘d’; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.*

Consent Agenda Item ‘e’ – Approve the adjustment to the Waste Pro rates.

Mayor Bradley asked what would happen if they said no to this adjustment. City Manager Knight said Waste Pro would then have to decide if we are in breach of our contract. He noted that the current contract allows for the CPI adjustment.

*Motion made by Commissioner Leary to approve Consent Agenda item ‘e’; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.*

**Action Items Requiring Discussion**

a. Approval of the strategic planning session list of priorities

*Motion made by Mayor Bradley to approve as presented; seconded by Commissioner McMacken.*

Commissioner Cooper spoke about the Tier Two Objectives, specifically the one labeled “Assessment of potential efficiencies right sizing of City”. She said they have two different things going on with right sizing of the City; if we have the right number of departments, if we have the right amount of staff and if we have the right amount of cars. The other relates to how many annexations, how far we should annex and what our annexation schedule is. She requested for these two items be tracked as two separate objectives.
City Manager Knight clarified that staff will develop a work plan for each of the individual items and agreed that some items need to be grouped.

**Motion made by Commissioner Cooper that under key objectives, right sizing of the City be separated between an annexation analysis and a staffing facilities analysis. By acclamation, a consensus was reached to change the circle bullet to be a dark bullet for both items labeled Staff and Annexation.**

Commissioner Sprinkel shared her concerns with the list not being finalized and felt that it does not clearly represent what the Commission spoke about. Even though some items did not earn enough dots to make the list there needs to be a way to track these items so they are not forgotten about.

**Motion made by Commissioner Cooper to amend our strategic issues and key objectives to include a maintenance program for our tree canopy under the Environmental Section of our strategic plan. Motion failed for lack of a second.**

Discussion ensued as to the next steps moving forward. Commissioner Sprinkel wanted for the Commission to have another 3 hour session to finalize the list without a facilitator so that it can be distributed to the community as a final plan.

Mayor Bradley recommended keeping this item on our agenda for a short period of time until it becomes more directional. He also agreed that they should seek citizen input and advised that with the help of staff he will be sending an email this week to the citizens asking for their input on these key issues.

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

b. **Winter Park train station design development update from ACi**

Public Works Director Troy Attaway provided background and informed the Commission that staff is requesting approval of the preliminary plans for the Amtrak Station so that ACi can move forward with the plans for development.

John Cunningham, ACi, provided a PowerPoint presentation illustrating the schematic design of the train station building which included the conceptual site plan, floor plan and building elevations.

Mr. Attaway and Mr. Cunningham answered questions regarding the site plan and parking lot layout, the landscaping, the possible need for additional restrooms and operable windows and the style of the columns and coupla.
The Commission shared their concerns regarding the canopy/overhang at the drop-off location and requested to extend it a few more feet to avoid exposure to rain when entering/exiting a vehicle. The request was acknowledged.

**Motion made by Mayor Bradley to approve the design development as presented; seconded by Commissioner Sprinkel.**

Joe Terranova, 151 North Virginia Avenue, spoke in favor of the project. He said this is the best plan he has seen so far and suggested the Commission approve it.

Shay Silver, 735 Pansy Avenue, spoke in favor of the request to extend the canopy or overhang at the drop off location to protect citizens from the rain.

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

c. **RESOLUTION NO. 2107-12: A RESOLUTION OF THE CITY OF WINTER PARK IN SUPPORT OF THE WINTER PARK, FLORIDA LOCAL STEERING COMMITTEE’S INITIATIVE TO BECOME A FAIR TRADE TOWN**

Attorney Brown read the resolution by title.

CRA Director Dori Stone explained that the purpose of the Fair Trade Towns USA campaign is to strengthen our local community by connecting with and supporting those in our global community. It is a way to educate local businesses, community organizations and consumers about fair trade. It is also a platform for growing awareness, availability and commitment to fair trade in the United States. Ms. Stone noted that the Park Avenue Area Association recommended approval of the resolution.

Lisa Dunaway, member of the Winter Park Fair Trade Town Committee and co-owner of Ten Thousand Villages of Winter Park spoke in favor of the campaign and the benefits associated with the approval of the resolution. She advised that currently there are 26 Fair Trade Towns in the United States. Based on the support of the local businesses and organizations, the City of Winter Park will be the first to receive the Fair Trade Town designation in the Southeast. This prestigious recognition will allow the City of Winter Park, Florida to be a leader in the Fair Trade community and a role model for other cities and towns in the United States.

**Motion made by Commissioner Sprinkel to adopt the resolution; seconded by Commissioner McMacken.**

**Motion amended by Commissioner Cooper that in the second paragraph to change the word “commit” in the second sentence to “consider”; seconded by Mayor Bradley.**
Ms. Stone answered questions and advised that the Purchasing Department reviewed the resolution to make sure it was in compliance with our current purchasing policy and there was no negative feedback.

Patrick Chapin, President/CEO of the Winter Park Chamber of Commerce, spoke in favor of the resolution.

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

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

**d. Review of City Attorney Contract (Brown, Garganese, Weiss & D’Agresta, P.A)**

Mayor Bradley advised that the City Attorney and City Manager serve at the will of the Commission; therefore, he would like to review the procurement of our City Attorney’s services. He asked City Manager Knight if they could do an RFP for professional services while maintaining the current contract and/or look at establishing an in-house firm/counsel to see if that might be less expensive.

City Manager Knight advised that the Commission has the option to do both; continue the existing contract while looking to solicit for bids or they can continue to look into bidding while considering in-house counsel.

**Motion made by Mayor Bradley to send an RFP for the provision of City Attorney services and to also ask staff to review whether or not an in-house counsel is appropriate at this time in our City’s history; seconded by Commissioner Leary.**

Commission discussion ensued as to the reason for the current motion, the disadvantages created by not listing the item on the agenda with supporting documentation and the potential RFP process. It was noted that the City Attorney’s contract has a 30 day notice clause and was signed in August of 2009.

**Motion made by Commissioner Cooper to have an opportunity to have this officially placed on the agenda, to have this contract made available to all Commissioners and to have an opportunity to speak with senior staff relative to anything that they may not know that they are privy to relative to their performance; seconded by Commissioner McMacken.**

Commissioners Cooper, Sprinkel and McMacken agreed that from a procedural standpoint they would have preferred for this item to be listed on the agenda with
supporting documentation prior to voting. Commissioner Leary mentioned that he is open to seeking other options for the City and felt it might be worthwhile to see what other services can be provided by other organizations. Commissioner comments were made that our current firm does a great job at representing the City.

Commissioners Sprinkel and Cooper requested that City Manager Knight provide the following supporting documentation prior to the RFP process: The yearly bills/costs, a cost comparison with other cities of same size for similar services, a cost comparison with like cities who have in-house attorneys, the prior costs from the previous City Attorney (Winderweedle Law Firm), and the resumes and client list from Attorney Brown’s firm.

Motion amended by Mayor Bradley to table this agenda item to our next meeting (May 14, 2012); seconded by Commissioner Leary.

Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

Public Hearings

a. ORDINANCE NO. 2874-12: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO PAIN MANAGEMENT CLINICS AND PHARMACIES; REPEALING THE MORATORIUM ON PAIN MANAGEMENT CLINICS ADOPTED BY ORDINANCE NO. 2840-11 AS EXTENDED BY ORDINANCE NO. 2872-12; ESTABLISHING REGULATIONS OF PHARMACIES AND PAIN MANAGEMENT CLINICS; TO BE CODIFIED AS ARTICLE II, CHAPTER 54 WINTER PARK CITY CODE; CREATING REGISTRATION AND SUPPLEMENTAL MONTHLY REPORTING REQUIREMENTS FOR ALL PAIN MANAGEMENT CLINICS; CREATING SUPPLEMENTAL ZONING REGULATIONS FOR NEW PAIN MANAGEMENT CLINICS; CREATING SUPPLEMENTAL REGULATIONS FOR ALL PHARMACIES; PROVIDING THAT PHARMACIES AND PAIN MANAGEMENT CLINICS SHALL NOT CO-LOCATE; ALLOWING FOR APPLICATION FOR VARIANCE FROM THE COLOCATION BAN; CREATING A REQUIREMENT FOR ALL PHYSICIANS AND PHARMACISTS TO CHECK THE PRESCRIPTION DRUG MONITORING PROGRAM PRIOR TO PRESCRIBING OR DISPENSING DANGEROUS DRUGS; PROVIDING DEFINITIONS, TO ADD A DEFINITION FOR “PAIN MANAGEMENT CLINIC” AND TO EXCLUDE PAIN MANAGEMENT CLINIC FROM THE TERM “CLINIC”; AMENDING SECTION 58-78 PERMITTED ZONING USES, ADDING PAIN MANAGEMENT CLINIC AS A PERMITTED USE IN THE I-1 ZONING DISTRICT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

Motion made by Commissioner McMacken to adopt the ordinance; seconded by Commissioner Sprinkel. No public comments were made. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and
McMacken voted yes. The motion carried with a 4-0 vote. (Commissioner Cooper was not present for the vote.)

b. RESOLUTION NO. 2106-12: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1509 NORTH ORANGE AVENUE, WINTER PARK, FLORIDA, AS A HISTORIC RESOURCE IN THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Brown read the resolution by title.

Motion made by Commissioner McMacken to adopt the resolution; seconded by Commissioner Sprinkel. No public comments were made. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. The motion carried with a 4-0 vote. (Commissioner Cooper was not present for the vote.)

A recess was taken from 8:16 p.m. to 8:24 p.m.

c. Request of Mr. Barry Render:

- Subdivision approval to split the property at 1200 Howell Branch Road into two single family lots zoned R-1AA. A variance is requested for the lot widths of 82.5 feet in lieu of the required 100 feet and lot areas of 6,850 square feet in lieu of the required 10,000 square feet.

Planning Director Jeff Briggs explained that the applicant Barry Render owns the 2.2 acre property to the rear (south) at 2630 Via Tuscany. Mr. Render bought the property at 1200 Howell Branch Road with an existing house in a deteriorated condition so he could control its destiny and its effect upon his property. However, now that he owns the property, Mr. Render does not feel (and staff concurs) that this is an economically viable location for a new 3,000-4,000 square foot home on Howell Branch Road with 39,000 cars a day going by. Mr. Render’s idea is to build two small one story homes of about 1,500 square feet in size.

The Planning and Zoning Board voted 5-0 to approve the lot split and establish 15 foot rear setbacks and 5 foot side setbacks on the interior/common property line. P&Z approved the request with the condition that the resultant house plans be subject to review and approval by the Planning Board following notice to neighbors prior to issuance of building permits. Mr. Briggs answered questions.

Motion made by Commissioner Cooper to approve the request; seconded by Commissioner McMacken. No public comments were made. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.
d. Request of CNL Commercial Real Estate:

- Conditional Use approval to construct a three story; 88,366 square foot office building on the former State Office Building site at 941 W. Morse Boulevard

Planning Director Jeff Briggs explained that this is a conditional use because it is over 10,000 square feet and because it has a drive-in teller component. City-wide notices of the public hearings were mailed to all 14,500 households in the City as well as notices mailed to the property owners within 1,500 feet.

The Planning and Zoning Board voted 4-0 to recommend preliminary conditional use approval of the request, subject to the following conditions:

1. That the dumpster is relocated to the rear of the property.
2. That the drive-in teller component be screened substantially from view from the property to the west (Bank First) and that the direction of the car traffic be reversed so that it is a one-way exit onto Morse Boulevard.
3. That the two parking spaces along Denning Drive at the northeast corner of the site/parking lot are eliminated in order to increase the landscape frontage and visual appeal of the site.
4. That the building height variance be approved as requested (4.5 feet) and that any variance needed for the building height screen wall for the rooftop AC/mechanical be also granted to match the specifications for the height of that equipment. The parapet will be equal or less than three feet and that the mechanical/AC equipment is to be screened and recessed from the edge for visual purposes. That the site be granted the minor parking variances to accommodate for the dumpster relocation, drive-in teller screening, increased landscaping on Denning and usable/leasable floor area of the building.
5. Relocation of the building approximately 2.5 feet to the west so that all floors of the building rotunda meet the 10 foot setback from Denning Drive.
6. That the street landscape strip be according to code which is 7 feet.

Commissioner McMacken advised his employer is currently under a subcontract agreement with the Civil Engineer on this project. He clarified that he will participate in the discussion but will be recusing himself from voting on this issue (conflict of interest). Form 8B is made part of this record.

Mr. Briggs answered questions regarding the setbacks and the drive-thru teller. He verified that all of the stormwater treatment is on site with underground exfiltration.

Commissioner McMacken presented PowerPoint pictures of a streetscape program to enhance Denning Drive which would require a 9 foot easement on the CNL property. He suggested eliminating one row of landscape islands to allow the space
for the installation of the streetscape as depicted. Mr. Briggs indicated the P&Z had discussed this at their work session and liked the streetscape program but suggested eliminating the bike lane so it could be done with no impact on the CNL property. Mr. Cunningham indicated that CNL wished to retain all of their landscaping in order to befit their Class A office building.

**Motion made by Commissioner Leary to approve the request; seconded by Mayor Bradley.**

**Motion amended by Commissioner Cooper to request that the applicant reserve an opportunity for a 9 foot sidewalk right-of-way (easement); seconded by Commissioner Leary.**

Applicant Paul Ellis of CNL Real Estate spoke in response to the amendment and said it does not seem reasonable. He also provided a brief update on the project said they are at 60% pre-leasing. They are finalizing their programming with Brassfield & Gorrie and CNL Bank and both groups are currently reviewing the lease documents. He also noted that the financing packages will be sent out to the banks this week for review and they will be finalizing the remaining items in 30-60 days.

After hearing comments from the applicant; Commissioner Leary withdrew his second to the amendment.

Shay Silver, 735 Pansy Avenue, asked where the location of the bus stop is.

Jim Barnes, 7 Isle of Sicily, spoke about the bank drive-in and agreed that the landscaping will help control the noise. He supported the project.

**Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and Cooper voted yes. The motion carried with a 4-0 vote. Commissioner McMacken abstained from voting.**

**City Commission Reports:**

a. Commissioner Leary – No items to report.

b. Commissioner Sprinkel

Commissioner Sprinkel announced the following events:

- This week starts “Week of the Young Child” an annual event that celebrates young children.
- Winter Park High School Annual “Picnic in the Park”, Saturday, April 28th.
- Winter Park High School Girls and Boys Lacrosse teams won the District playoffs and now moved onto Regional playoffs; both have games scheduled for this Friday, April 27th at Showalter Field.
- Winter Park Day Nursery will hold their annual event this Friday, April 27th.
Commissioner Sprinkel requested to schedule another work session to finish up the “Planning the Possibilities” conversation. The Commission agreed to set aside one hour at the next meeting to start the conversation and if time does not allow, they will officially schedule a work session.

c. Commissioner Cooper

Commissioner Cooper mentioned that last week City Manager Knight hosted the Florida League of Cities benefits training and did a fabulous job.

d. Commissioner McMacken – No items to report.

e. Mayor Bradley

Mayor Bradley requested support to discuss at the next meeting a modification or amendment to our purchasing policy that would provide some extra credit points for Winter Park businesses that are headquartered or work here. There was Commission support to add this item to the next meeting agenda.

Mayor Bradley requested support to discuss establishing a policy that governs City Commissioners emails and communications especially those that go out in mass quantities. There was Commission support to add this item to the next meeting agenda.

Mayor Bradley requested support to review our Federal Lobbyist contract upon their return from Washington to discuss whether or not they maintain this service or send it out for an RFP. There was Commission support to add this item to the next meeting agenda.

Mayor Bradley thanked City staff, the local businesses and vendors for their outstanding efforts conducting the Hazardous Waste Day event and the Earth Day event.

The meeting adjourned at 9:22 p.m.

______________________________
Mayor Kenneth W. Bradley

ATTEST:

______________________________
City Clerk Cynthia S. Bonham
## Contracts

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
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</thead>
<tbody>
<tr>
<td>BASE Consultants, P.A.</td>
<td>RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Discipline: Structural Engineering)</td>
<td>Continuing contract to be used on a per project basis with approved budget.</td>
<td>Commission approve continuing services contract with BASE Consultants, P.A., and authorize the Mayor to execute the contract.</td>
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<tr>
<td>Florida Bridge &amp; Transportation, Inc.</td>
<td>RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Discipline: Structural Engineering)</td>
<td>Continuing contract to be used on a per project basis with approved budget.</td>
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<tr>
<td>Universal Engineering Sciences</td>
<td>RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Discipline: Environmental Services)</td>
<td>Continuing contract to be used on a per project basis with approved budget.</td>
<td>Commission approve continuing services contract with Universal Engineering Sciences and authorize the Mayor to execute the contract.</td>
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The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing structural engineering services. The City Commission authorized staff to negotiate with this firm on April 23, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.

The City utilized a formal solicitation process to shortlist two (2) firms to provide continuing structural engineering services. The City Commission authorized staff to negotiate with this firm on April 23, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.

The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing mechanical & electrical engineering services. The City Commission authorized staff to negotiate with this firm on April 23, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.

The City utilized a formal solicitation process to shortlist one (1) firm to provide continuing environmental services. The City Commission authorized staff to negotiate with this firm on April 23, 2012. Contract will be for a period of one (1) year with four (4) renewal options, not to exceed five (5) years in total.
This fiscal year the City issued a Request for Qualifications for various professional services. The evaluation committee short listed a total of four (4) firms for oral presentations for Geotechnical Services. A post presentation ranking identified the top two ranked firms as Ardaman & Associates, Inc. and Universal Engineering Sciences. Under the CCNA requirements (F.S. 287.055), staff seeks authorization to enter into negotiations with those two firms for continuing services contracts for the discipline of Geotechnical Services.
subject

Amend the interlocal agreement with the City of Casselberry to allow annual adjustments to the labor rate and change the term of the agreement to open-ended. Either party can terminate the agreement by written notice.

motion | recommendation

Approve amended agreement.

background

This agreement was initiated in May of 2010. The City of Casselberry agreed to the change in the labor rate charged and due to their complete satisfaction with our service provided, requested to have the agreement remain in effect indefinitely.

alternatives | other considerations

N/A

fiscal impact

The Agreement generates $9,300 average per month in revenue.

long-term impact

N/A

strategic objective

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF CASSELBERRY
AND
THE CITY OF WINTER PARK
FOR FIRE-RESCUE APPARATUS INSPECTIONS, PREVENTATIVE MAINTENANCE, MAINTENANCE & REPAIRS

This AGREEMENT is made and entered into this 14th day of May, 2012 by and between the City of Casselberry (hereinafter referred to as the “City”), a municipal corporation of the State of Florida, and the City of Winter Park, a municipal corporation of the State of Florida (hereinafter referred to as the “Supplier”).

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, City and Supplier desire to enter into an Interlocal Agreement providing inspections, preventative maintenance, maintenance & repairs to the City’s fire-rescue apparatus; and

WHEREAS, it is the intent of the Cities to utilize the powers and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Interlocal Agreement.

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

Section 1 - Term

This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the City of Casselberry’s City Commission. This Agreement shall commence on the Effective Date and continue until terminated consistent with the following. This Agreement may be terminated by either party immediately upon written notice to the other party. The effective date of such termination shall be stated in the Notice of Termination. In no event shall the effective date of termination be sooner than six (6) months after the date the Notice of Termination was received by the non-terminating party. Every effort will be made to initiate a termination consistent with the start of a new fiscal year for each of the parties.

Section 2 - Insurance
The Supplier shall carry and maintain comprehensive general liability insurance covering claims arising from bodily injury and property damage naming the City of Casselberry as additional insured, with such coverage and deductible amounts, and in such form as reasonably required by the City. The Supplier shall deliver to the City a certificate of insurance evidencing such coverage, promptly upon request. Upon request from the Supplier, the City shall provide estimates on the value of its fleet covered under this Interlocal Agreement to facilitate insurance coverage(s).

Section 3 - Indemnification

To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the performance of required services by that party, its supervisors, officers, agents, employees or independent contractors. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either party, including their supervisors, officers and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 4 - Default

A default by either party under this Interlocal Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

Section 5 – Enforcement

In the event that either party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6 - Amendment

This Interlocal Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

Section 7 - Time of the Essence

The parties each agree that time is of the essence in this Interlocal Agreement.
Section 8 – Notices

All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Supplier, shall be mailed or delivered to Supplier at:

City of Winter Park Purchasing Department  
401 Park Avenue South  
Winter Park, FL 32789-4386  
Attn: Purchasing Manager  
(407) 599-3434

and if to City, shall be mailed or delivered at:

City of Casselberry  
95 Triplet Lake Drive  
Casselberry, FL 32707  
Attn: Purchasing Agent  
(407) 262-7700 ext. 1142

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Fridays, Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section 9 – Scope of Work

The City hereby consents to the Supplier providing inspections, preventative maintenance, maintenance & repairs at its site location within the City of Winter Park (hereinafter referred to as the “Facilities”) and at such locations of independent, third party service providers utilized by the Supplier under the conditions set forth in this Agreement.

The Supplier agrees to perform the following services pursuant to the Agreement:

- Perform inspections and preventive maintenance (PM) in accordance with the National Fire Protection Association’s (NFPA’s) Standard No. 1911 (most recent edition) and the recommendations of the manufacturers of fire-rescue apparatus owned and operated by the City.
- Notify the City by providing estimates prior to performing any major repairs. Generally, “major repairs” shall be considered as those repairs where costs will exceed $500.00 and/or the fire-rescue apparatus will remain out of service for longer than one (1) week.
• Notify the City if inspections, preventative maintenance, maintenance & repairs will be performed by other than the Supplier’s employees.
• Notify the City if the apparatus repairs will be performed at off site location(s).
• Ensure that all Supplier’s employees and/or independent third party service providers have the minimum certifications:
  – Automotive Standards of Excellence (ASE) certification in applicable Automotive or Medium – Heavy Trucks.
  – Emergency Vehicle Technician (EVT) certification in either Ambulance or Fire Apparatus.
• Supplier shall have or will obtain warranty repair authorization(s) and capability for fire-rescue apparatus used by the City. Should the Supplier be unable to obtain such authorization, then the Supplier will coordinate such warranty repair(s) through the (a) authorized third party, independent warranty service provider.
• All replacement parts shall meet original equipment manufacturer’s (OEM) specifications.
• Supplier shall provide detailed invoice(s) for services rendered for each piece of apparatus and complete the appropriate Quarterly/Annual Apparatus Inspection Report(s) in Annex C “Developing a Preventative Maintenance Program” of NFPA Standard No. 1911, current edition. Each invoice shall include a detailed list of all parts, supplies and materials used, independent third party service provider’s invoices and costs/hours for Supplier mechanic/labor cost. Alternately, the Supplier may provide read only access to its fleet management software for the City’s fire-rescue apparatus. Supplier shall be responsible for the cost, removal, and proper disposal of all waste fluids, chemicals, aerosols, and materials in accordance with State and Local regulations.
• Any required repair that exceeds $500.00 shall be authorized by the Fire Chief or his/her designee before the work is scheduled and completed.

**Emergency Repairs**

Supplier shall initiate emergency repairs within four (4) hours of notification by the City’s Fire Chief or his/her designee. Every effort will be made to minimize out of service time and return units to service as soon as possible and/or practical.

The City shall utilize the services of its towing contractor to provide all tow services to the Supplier’s facility. Supplier shall be responsible for transfer of the City’s fire-rescue apparatus to independent, third party service providers when necessary.

**Non-Emergency Repairs**

Supplier shall initiate non-emergency repairs in a timely manner and within not more than forty-eight (48) hours of notification from the City’s Fire Chief or his/her designee. Again, every effort will be made to minimize out of service time and return units to service as soon as possible and/or practical.

**Section 10 - Payments**

For inspections, preventative maintenance, maintenance & repairs, the City agrees to compensate the Supplier as follows:
- Hourly rate of $75.00 beginning on the effective date of this Interlocal Agreement. This hourly rate will be adjusted annually, at the beginning of the new fiscal year to a rate consistent with that charged to other Supplier fleet users internal to the City of Winter Park, Florida.
- Parts, material, and supplies cost plus 15% and/or consistent with that charged to other Supplier fleet users internal to the City of Winter Park, Florida.
- Independent, third party service providers utilized by the Supplier under the terms and conditions of this Interlocal Agreement, shall be compensated by the Supplier; The City will be invoiced for such services at the rate charged the Supplier.

Authorization(s) granted to the Supplier by this Agreement and subsequent consent granted by the City shall extend only to those individuals employed as full time employees of the Supplier and under the direct, on-site supervision of qualified personnel.

Section 11 – Assignment

This Agreement is not assignable.

Section 12 – Liability

Each party shall be liable for its own actions and negligence, and, to the extent permitted under Florida law.

Section 13 - Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Florida. No remedy herein conferred is intended to be exclusive of any other remedy, shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

Section 14 – Enforceability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 15 – Severability

If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
Section 46-15 – Sovereign Ability

Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies for the City and Supplier shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

Section 47-16 – Entire Agreement

City and Supplier agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties.

Section 17 – Remedies and Right to Cure

The Parties shall have all remedies under Florida law to enforce their rights under this Agreement and to recover damages in the event of a material breach that is not cured in accordance with the procedures for cure provided hereinafter. This provision is subject to the following agreed additional conditions and requirements:

1. Disputes arising out of the performance of this Agreement or related to the Agreement are subject to the procedures for dispute resolution in the Florida Governmental Conflict Resolution Act, (the “Act”), Chapter 164, Florida Statutes. However, notwithstanding the foregoing, the Supplier is exempted from the Act and is not required to comply with the Act if Supplier brings a lawsuit to collect money owed by the City for services rendered and/or materials delivered.

2. Florida’s Prompt Payment Act for Local Governments (Sections 218.70 – 218.80, Florida Statutes) shall apply. Specifically, Sections 218.73 and 218.74, Florida Statutes, shall apply to the due date for City’s payment of Supplier’s invoices.

3. City shall pay all undisputed amounts invoiced by Supplier within the time period set by Sections 218.73 and 218.74, Florida Statutes, (i.e., within 45 days of submission), or sooner. City will provide within 10 days from submission a detailed explanation for any disputed amount and/or allegedly insufficient or disputed invoice that is unpaid.

4. City shall provide written notice of any alleged failure by Supplier to adequately perform services as required by Section 9 of the Agreement, and Supplier will have 30 days in which to cure the alleged default.
5. Venue of any dispute resolution shall be in the court of appropriate jurisdiction in Orange County, Florida, which is the location where services hereunder will be delivered and where payment is due.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their official seal to this Agreement as of the ___ day ________, 2012.

City of Winter Park, Florida

By:  

Kenneth W. Bradley, Mayor/Commissioner

Witness:  Attest:  

_________________________________  Cindy Bonham, City Clerk

Print Name

Witness:  Print Name

Witness:  Print Name
subject

4th Annual Winter in the Park Holiday Ice Rink

motion | recommendation

Approve the 4th Annual Winter in the Park Holiday Ice Rink event contract with Magic Ice USA and subsequent purchase requisitions, and authorize the Mayor to execute the contract.

background

Following the survey efforts of America’s Research Group which indicated a desire for more “family friendly” events in the downtown area, the Winter in the Park Ice Rink event was developed.

For three years the CRA of Winter Park has funded this event which provides residents and visitors a vibrant and unique opportunity to visit and shop in Winter Park’s downtown core during the crucial holiday season. Last year’s event brought in over 14,000 skaters, a 14% increase over the prior year and resulted in over a quarter million dollars in spending in downtown shops and restaurants.

Skater and Merchant surveys were completed as part of the event and provided valuable feedback as to the quality of the event, demographics of the participants, and impact on downtown businesses. Overwhelmingly visitor and merchant surveys support the continued tradition of the Winter in the Park event. With over 97% of visitor surveys expressing delight or satisfaction of the event and 80% of merchant responses stating the event was positive for the downtown. The merchant survey results and a copy of the presentation outlining last year’s event and recommendations for moving forward this year are attached.

Staff is proposing to start the event November 16, 2012 and end on January 6, 2013 and the event will be managed by Magic Ice USA the operator for the last three years’ events and owned by a Winter Park resident.

Staff has reached out to last year’s sponsors and is working to confirm their support for this upcoming year. Most of last year’s sponsors have indicated interest in continuing.
alternatives | other considerations

Discontinue the event.

fiscal impact

The event is funded by the CRA and last year it came close to breaking even with a less than $5,000 loss. Staff anticipates the event to continue to grow in both attendance and sponsorship.

Bids were solicited from other companies to provide ice rink services but both came in well above the Magic Ice contract at approximately $93,000 (actual contract is $85K but we have approximately $8K in negotiated profit share and concession arrangements). If the event makes a profit after all expenses we do agree to reimburse Magic Ice up to $4,000 however even with this profit share arrangement in place, the total cost is well below comparable bids.

Ice Anywhere - $135,000
Everything Ice - $123,699

long-term impact

N/A

strategic objective

Quality Economic Development.
WINTER PARK HOLIDAY ON ICE
EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT

THIS EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT ("Agreement") is entered into this ___ day of ______________, 2012 by and between Magic Ice USA, Inc., a Florida corporation ("Magic") whose address is 10364 SW 128 Terrace, Miami, Florida 33176, and the City of Winter Park, a Florida municipal corporation ("City") whose address is 401 Park Avenue South, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the City desires to install a tented ice rink in Central Park for the Winter Holiday Season; and

WHEREAS, Magic represents and warrants that it has the expertise and ability to install, and remove a temporary ice skating rink and to safely and reasonably operate and maintain the temporary ice skating rink under the terms and conditions stated herein; and

THEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Magic and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby expressly incorporated into this Agreement.

2. **Scope of Services – Generally Provided by Magic.**

   a. Magic shall provide to City all of the Equipment and personnel that are necessary to install, maintain, operate, manage, and remove a temporary tented ice skating rink in the West Meadow of Central Park located on New York Avenue, as more specifically described hereunder. Said rink shall be operated during the holiday season from November 16, 2012 through January 6, 2013. The rink management services shall be as provided on Exhibit “A,” which is attached hereto and incorporated herein by this reference.

   b. Magic shall take sole and absolute responsibility of managing, operating, and maintaining the ice rink on a daily basis and will provide general liability insurance coverage, as more specifically provided herein, to protect against any damages and indemnification claims arising out of, or related to the managing, maintenance and operation of the ice skating rink.

3. **Equipment Provided by Magic.** The ice Equipment rental which shall be provided by Magic under this Agreement shall include, but not be limited to:

   a. A 54’x76’ ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
b. 200 horsepower air-cooled refrigeration system and pump; suitable for making ice.
c. Ice maintenance tools.
d. Insulation and/or vapor barriers.
e. Module dasher board and railing system.
f. Secondary refrigerant cooling liquid.
g. Ice painting equipment and supplies.
h. A minimum of 300 pairs of rental skates of various sizes.
i. 500 square feet of rubber flooring.
j. Transformer to convert from 480 volt/250 amp to 208 volt/1000 amp.

(collectively “Equipment”). City acknowledges the Equipment being leased pursuant to this Agreement may be used Equipment. However, at all times, Magic represents and warrants that the Equipment shall be in good working order and shall operate and perform for its intended purpose.

4. **Additional Services Provided by Magic.** Magic will also provide the following services:

a. Except as otherwise provided herein, all tools, supplies and Equipment necessary for installation and removal of the Equipment.
b. Magic shall provide training to any employees or contractors hired to maintain and operate the ice rink.
c. All transportation and freight to and from installation site.
d. Professional installation supervisor.
e. Professional refrigeration technician at installation and as needed to make any repairs.
f. Laborers to assist with installation and removal, which is estimated to take approximately six (6) days for installation and six (6) days for removal.
g. Travel expenses for all out-of-town professional personnel for installation and removal.
h. Day-to-day professional management of the ice rink.
i. Day-to-day operating personnel.

5. **Items Provided by City.** City, at City’s expense, is required to provide the following at site prior to installation of the Equipment;

a. Connection to a power source to achieve continuous three-phase, 208-volt, 1000 amp, electric capacity for connection to refrigeration system.
b. Access to 110-volt power for tools etc.
c. Electrician at site during installation to make all electrical connections to refrigeration unit.
d. Refrigeration system designated location in the closest position to the rink possible; however, no more than 50 feet from the rink.
e. Protection of the hoses from the rink to the refrigeration unit via wood frame enclosure or other protection reasonably acceptable to Magic.
f. Graphic or cosmetic enhancement of the ice skating rink, if desired.
g. A wood-frame cover and trim boards over the header manifold along one end of the rink in order to protect header manifold.
h. All equipment needed to unload, position, and load Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and any other equipment reasonably required by Magic.

i. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.

j. Adjacent parking for technicians and supervisors during installation and removal periods.

k. Water supply adjacent to the site.

l. Safety equipment to include without limitation first aide, traffic cones, and barricades as needed.

m. Any local permits and licenses required to install and/or operate the facilities.

n. Ticket and skating booth, if desired.

o. Any and all warming or convenience tents, if desired.

p. All appropriate signage.

q. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, rubber floor coverings in addition to what Magic provides (if necessary), outdoor carpeting, containment around rink facilities via picket fences, etc.

r. Ambient lighting, special effects lighting, if desired, sound system, public address system.

s. Operational items, which include but are not limited to first aid kit, cash control, janitorial, etc.

t. Security for skates and all other equipment on site.

u. City shall provide manpower, as specified in this Agreement, for unloading Equipment, positioning Equipment at site and loading Equipment for removal; and for providing all equipment necessary to accomplish the same.

v. A laser leveled site on which to install the ice rink, via sandbox or platform.

6. **Term; Installation; Hours of Operation.** The term of the rental is from November 10, 2012 to January 12, 2013, which includes an anticipated period of six (6) days for installation and six (6) days for removal. Hours during which installation and removal of equipment may occur will be restricted to 8 a.m. to 9 p.m. to reduce neighborhood disturbances. Operational days shall be November 16, 2012 through January 6, 2013. Unless otherwise mutually agreeable between the parties in writing, the ice rink will be open to the public from 3 p.m. to 9 p.m., Monday through Thursday; 3 p.m. to 10 p.m. on Friday; 10 a.m. to 10 p.m., on Saturday; and 12 p.m. to 8 p.m. on Sundays. Use of the ice rink will be scheduled to coincide with City sponsored special events occurring in Central Park and on Park Avenue including, but not limited to, tree lighting and holiday parade. Additional hours may also be scheduled to accommodate special rentals and private parties and events, as well as extended skating hours during school holidays. While Magic will use reasonable efforts to install and remove within the time period above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Magic represents and warrants that they will
attempt to correct all delays as quickly as possible; however, Magic will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual operation of the ice skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink. Magic will diligently repair said conditions and cure such problems as quickly as possible; however, Magic is not liable for delays or for periods of time in which the rink is not suitable for skating due to weather or mechanical problems. However, in the event the rink is not suitable for skating on any particular day due to Magic’s negligence, Magic agrees that the rental term shall be extended one day for each day that the rink is not suitable for skating at no additional cost to the City, provided the rental terms shall not be extended by more than three additional days unless mutually agreed to by the parties in writing.

7. **Responsibility for Equipment; Repairs.**

a. Magic shall be responsible for the Equipment at all times during the term of this Agreement, except if the Equipment must be repaired due to the negligence of or misuse by City or City’s employees. As such, Magic is responsible to repair the Equipment on an as needed basis unless the repair is necessary due to a cause for which City is responsible, in which event, Magic may seek reimbursement from the City for any incurred charges to repair the Equipment.

b. City further understands that in the event repair to Equipment is needed, that Magic would be sending repair technicians from a different location, which can cause additional delay. To the extent that Equipment repairs are needed because of the misuse of the Equipment by the City or due to the negligence of the City, the City will be responsible to provide lodging at a clean, medium priced hotel in close proximity to the rink site for technicians during repair periods, provided an overnight stay is necessary in the Winter Park area to timely accomplish the repairs. However, in the event that repairs are necessary because of equipment malfunction or improper performance that is due to circumstances not caused by City, its employees, agents, representatives, customers or the public, or that are the result of equipment defects or non-maintenance related failures, Magic shall be responsible for lodging of its repair technicians.

8. **Removal of Equipment.** Removal of the Equipment shall be completed no later than ten (10) days following the conclusion of the rental period set forth in paragraph 6. Both parties will make every good faith effort to facilitate the removal of equipment in a timely manner.

9. **Compensation.** For the Equipment and personnel provided by Magic that are necessary to install, maintain, operate, manage, and remove the temporary tented ice skating pursuant to this Agreement, City shall compensate Magic a total of $84,750.00, together with all applicable sales use and other taxes (if any), payable on progressive installment payment terms as follows:
a. Upon delivery of a proper invoice to the City by Magic, 95% of the Equipment rental and management services charges ($80,512.50) shall be due and payable at such time the Equipment has been delivered to the ice rink site. Magic will use its best efforts and endeavor to deliver the Equipment on or about November 10, 2012.

b. The remaining 5% of the Equipment rental and management services charges ($4,237.50) shall be due and payable in full upon Magic completing performance under this Agreement and completely removing all the Equipment after the rental term has been completed. If Magic fails to complete performance under this Agreement, the remaining payment shall be prorated based on the actual services provided by Magic, subject to any deduction for Equipment removal costs. In addition, if non-performance includes Magic’s failure to complete the removal of the Equipment in accordance with the terms of this Agreement, the City may, at its sole discretion and after prior written notice to Magic, use the remaining funds to remove and store the Equipment until such time Magic retrieves the Equipment from the City. However, under no circumstances shall this paragraph be construed as requiring the City to remove and store the Equipment or come out-of-pocket to remove and store the Equipment.

c. If at the conclusion of the term of this Agreement, the City determines that it has earned a net profit from the operation of the ice skating rink, with revenues collected by the City exceeding all City expenses including, but not limited to, rental fees, grass replacement, structure and facility rental, overhead, decorating, labor and applicable sales taxes, the City agrees to pay Magic one hundred percent (100%) of the City’s net profit up to a maximum amount of $4,000. All net profits earned by the City which exceed $4,000 shall be retained by the City.

d. The personnel costs for the day-to-day operation of the temporary ice rink, other than the on-site Manager and any employees or employee time dedicated to the operations of the concession area, shall be paid by the City. Magic shall pay the personnel costs and subsequently invoice the City on a bi-weekly basis for the actual costs plus payroll processing costs. The payroll costs shall be reasonable in the local employment market and subject to the express prior approval of the City. Said approval shall not be unreasonably withheld by the City.

e. No other compensation shall be paid to Magic by City other than the amount stated in this paragraph.

f. All monies that are required to be paid under this Agreement to Magic are payable to Magic Ice USA, Inc. by check at 10364 SW 128 Terrace, Miami, FL 33176.
10. **Use of Equipment.** The parties agree that they will not use, operate, maintain, or store the Equipment improperly, carelessly or in violation of any applicable law or regulation or for any purpose other than for the operation of an ice skating rink on the site designated in this Agreement.

11. **Relocation or Removal of Equipment.** Except as provided in Paragraph 9b, City shall not relocate or remove the Equipment without the consent of Magic, which consent may be withheld for any or no reason. However, in the event of emergency, City shall have the right to relocate or remove the Equipment pursuant to its inherent police powers under Chapter 166, Florida Statutes.

12. **Sublease or Alteration of Equipment Prohibited.** City shall not sublease the Equipment, permit the use of the Equipment by any one other than City, alter or modify Equipment, place any accessories on the Equipment except as authorized hereunder, assign its rights or obligations under this Agreement, or change the use or location of the Equipment without the prior written consent of the Magic, which consent may be withheld for any or no reason.

13. **Magic’s Right of Entry.** Magic shall have the right to enter the site occupied by the Equipment and inspect and repair the Equipment with reasonable notice to the City to the extent required to ensure that the Equipment is operating as intended under this Agreement.

14. **Loss or Damage of Equipment Due to City.** City shall be liable to Magic for all loss and damage to the Equipment, at its actual cash value, only to the extent that any loss or damage is attributable to the negligence or willful acts or omissions of City, its employees, agents or representatives.

15. **Indemnity and Hold Harmless.** To the extent permitted by Florida law, each party shall indemnify, defend and hold the other party, including their respective employees, officers, and contractors, harmless against and from any and all claims, lawsuits, losses, damages, injuries (including death), attorney’s fees, expenses, liabilities or penalties which arise from, and out of, the negligent or willful acts or omissions of their own employees, officers or contractors and their respective performance under this Agreement.

16. **Insurance Requirement – Magic.** Magic agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than one million dollars ($1,000,000.00), one million dollars ($1,000,000.00) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the Equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in Florida and acceptable to City. City shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing City at least ten days prior notice of cancellation. Magic shall provide City evidence of insurance prior to shipment of Equipment. A breach of Magic’s obligation to
furnish insurance pursuant to this Agreement is a material breach of this Agreement.

17. **Insurance Requirement – City.** City shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for actual cash value and written on an occurrence basis with an insurance company duly licensed in Florida and acceptable to Magic. Magic shall be named as both a loss payee and an additional insured on such policy. City shall provide Magic evidence of insurance prior to shipment of Equipment. A breach of City’s obligation to furnish insurance pursuant to this Agreement is a material breach entitling Magic to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.

18. **Site Topography.** Magic acknowledges that it is familiar with the topography of the proposed site set forth in this Agreement, that it has inspected said site, and that it represents and warrants, based on its past experiences, that the site is suitable for installing and operating the tented ice rink required hereunder.

19. **Taxes.** To the extent that City is not exempt, City shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the Equipment for the term of this Agreement.

20. **Title to Equipment.** Title to and ownership of the Equipment is and shall at all times remain with Magic and City shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement.

21. **City Responsibilities Regarding Equipment.**

   a. City shall not remove or deface any of the Equipment nor remove any marking or serial number on the Equipment. However, it is understood that City shall be permitted to install sponsorship dasher boards.

   b. City shall keep the Equipment free and clear of all levies, liens, security interests and encumbrance of any nature or kind and shall promptly remove the same. Failure to take immediate steps to remove any such levy, lien, security interests or encumbrance, shall constitute a material breach of this Agreement giving the Magic the right to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement shall be considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
22. **Non-compete.** The Parties acknowledge that:

a. This Agreement is for City’s legitimate business and proprietary interests of operating a temporary ice-skating rink.

b. To protect City’s legitimate business and proprietary interests, Magic agrees that it will not provide the same or similar temporary ice rink services to any other governmental or private entity, within an eight (8) mile radius from the outer perimeter of the ice skating rink site, without the prior express, written approval of City.

c. The term of this non-compete agreement shall coincide with the term of this Agreement, and any subsequent options to renew this Agreement.

d. Should City exercise one or more of the options to renew this Agreement as set forth in Paragraph 23, such renewal shall not constitute an extension of this non-compete provision, but instead shall constitute a re-negotiated new and separate non-compete provision for the term of each particular exercised option to renew.

23. **Renewal Option.** The City shall, at its discretion, have the right to exercise three (3) options to renew this Agreement under the same terms by providing written notice to Magic; except, however, the operational dates set forth in paragraph 6 will be adjusted to reflect the upcoming Thanksgiving and New Year’s Day holiday. Said renewal notice shall be provided by the City no later than May 31st following the previous year’s performance by Magic and shall set forth date adjustments for the upcoming holiday.

24. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City’s right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on City’s potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

25. **Force Majeure.** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; terrorism, explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay
is given by such party to the other and each of the parties hereto shall be
diligent in attempting to remove such cause or causes. If any circumstance of
Force Majeure remains in effect for thirty (30) days, either party may terminate
this Agreement.

26. **Public Records.** Magic agrees that all documents, transactions, writings, papers,
letters, tapes, photographs, sound recordings, data processing software, or other
material, regardless of the physical form, characteristics, or means of
transmission, made or received pursuant to this Agreement or in connection with
the funds expended under the terms of this Agreement are considered public
records pursuant to Chapter 119, Florida Statutes and Magic agrees to comply
with all applicable public access and retention requirements of such records.

27. **Default/Breach: Opportunity to Cure.** Notwithstanding any other provision set
forth in this Agreement, should either party desire to declare the other party in
default or breach of any term or condition of this Agreement, the non-defaulting
party shall provide the defaulting party a written notice of default. The written
notice shall, at a minimum, state with particularity the nature of the default or
breach, the manner in which the default or breach can be cured, and a reasonable
time period of not less than five (5) days, excluding weekends and legal holidays,
in which the default must be cured. No action may be taken in a court of law on
the basis that a breach of this Agreement has occurred until such time as the
requirements of this paragraph have been satisfied.

28. **Attorney’s Fees.** Should either party bring an action to enforce any of the terms
of this Agreement, the prevailing party shall be entitled to recover from the non-
prevailing party the costs and expenses of such action including, but not limited
to, reasonable attorney’s fees, whether at settlement, trial or on appeal.

29. **City Revenues, Merchandise, and Sponsorships.** The parties acknowledge and
agree that City shall have the right to charge public admission for the use of the
ice rink, sell merchandise, and obtain dasher board and other sponsors related to
the ice rink. All fees collected for admission, merchandise sales, and
sponsorships of any kind shall be considered in their entirety as revenues of City.
Magic hereby waives any right or claim to said revenues. To the extent Magic
collects any of these revenues on City’s behalf, Magic agrees to promptly pay all
collected revenues to City and shall provide City with a full accounting of said
revenues.

30. **Snack Bar/Concession Sales.**

(a) The parties agree that there will be one concession area at the ice rink
which shall be open for business during the operational hours set forth in section 6
of this Agreement. Magic will provide all equipment, counter/set-up space, and
signage required to display, prepare, serve, and sell concession items. In addition,
Magic shall be responsible for obtaining all necessary state and local licenses to
operate the concession area, and shall be responsible for training all workers who
will be operating the concession area in accordance with all legal requirements.
Magic will also pay all labor costs associated with operating the concession area and will provide electric power necessary to operate the concession area.

(b) With respect to the sale of food and drink items at the concession area, Magic agrees to pay the City $4,000 for the right to operate concessions at the ice rink event. The first payment installment of $2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(a) of this Agreement and the second installment of $2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(b) of this Agreement. All revenues and loss associated with the sale of food and drinks items will solely be the responsibility of Magic. Magic will keep a written accounting of all costs, revenues, and profits associated with the sale of food and drink items. The written accounting of profits/loss shall be provided to the City no later than three (3) business days following the conclusion of the operation of the ice rink.

(c) The food and drink menu items sold at the concession area shall be exclusively provided as required by this section of the Agreement. The pricing of the menu items will be mutually agreed upon between the City and Magic.

31. **Miscellaneous Provisions.**

a. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.

b. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.

c. Magic and City acknowledge that this Agreement was entered into in Orange County, Florida and that the site of services is in Winter Park, Orange County, Florida.

d. Magic and City agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.

e. The parties agree that venue shall be exclusively in Orange County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

f. Neither Magic nor City shall be considered an agent or employee of the other party for any purpose whatsoever. For purposes of this Agreement, Magic shall be considered an independent contractor while performing services under this Agreement.
g. No agreement varying or extending the warranties, remedies, or obligations contained in this Agreement will be binding upon Magic or City unless in writing and signed by a duly authorized officer of Magic or City.

h. Under no circumstances shall Magic be held liable for any special, indirect, incidental or consequential damages unless said damages are the result of Magic’s negligence, or willful acts or omissions of Magic, Magic’s employees, agents, assigns, or subcontractors.

i. The parties hereby agree that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity (“Acts”) may cause the melting of the ice surface or portions thereof, and Magic and City shall not be responsible for any such conditions or loss of use of the ice skating rink or Equipment due to such Acts.

j. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding unless made in writing and duly executed by all parties hereto.

k. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superseded by this Agreement.

l. This Agreement shall be binding and inure to the benefit of the Magic and the City. There are no third parties that are intended to be beneficiaries under this Agreement.

m. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.

o. This Agreement is only effective and enforceable against the City if this Agreement is approved by the City Commission of Winter Park.
Dated this ___ day of ____________________, 2012.

MAGIC:
MAGIC ICE USA, INC.

By:______________________________  By:___________________________
   Byron J. Sharp, President               Kenneth Bradley, Mayor

STATE OF FLORIDA
COUNTY OF __________

The foregoing instrument was acknowledged before me this _ day of____, 2012, by Byron J. Sharp, [ ] who is personally known to me or [ ] who has produced as identification.

________________________________
NOTARY PUBLIC, State of Florida
My commission expires:______________
EXHIBIT “A”

OUTDOOR TEMPORARY ICE SKATING RINK MANAGEMENT

Magic’s management and day-to-day operation service includes a fully trained manager supported by a Magic Ice USA, Inc. management home office team that shall professionally service the seasonal temporary ice rink project, which shall include the following:

- Fully trained ice rink manager with responsibility for day-to-day operations.
- Provide all travel and living quarters for the on-site manager.
- Develop and implement business operational procedures.
- Work with Pay-Chex pay-roll preparation company to provide full and accurate payroll for ice rink general employees and personnel.
- Help to establish proper disclaimer wristbands, flyers, free passes. Include wristband sponsor name and logo on wristbands. Cost of including sponsor on wristband will be billed to the City and reimbursed to Magic.
- Help to establish general rate information signage.
- Provide assistance in proper outfitting and startup of ice rink project.
- Provide assistance in outfitting employee’s uniforms.
- Hiring and, if necessary, firing of general employees.
- Training of all general employees.
- Maintaining and cleaning of skate rental areas, office, etc.
- Responsibility for depositing daily receipts to a Magic bank account and accurate income and expense reporting to City. Magic will then be responsible for reporting on a weekly basis the cash and credit cards that were deposited for that week and cutting a check in that reported amount each week to City. Credit card fees will be billed to City on a monthly basis once Magic receives the credit card statement.
- Establish customer credit card acceptance account and daily control and credit card batching out for accurate accounting and record keeping. Credit card account will be in Magic’s name and all monies deposited into Magic’s account will then be reported in the weekly amount to City.
- Clean and maintain dasher boards and all ice rink equipment.
- Establish safety measures and oversee risk management procedures.
- Operate your ice surface, ice edger and other ice maintenance equipment.
- Maintain ice surface integrity and safe ice surface for skating.
- Oversee and operate skate sharpening equipment for customer and rental skate maintenance.
- Maintain safe ice skating environment through all weather conditions.
- Organize music selection and assure proper family friendly music.
- Establish proper loudspeaker announcements to assist in risk management and minimize liability claims.
- Provide general liability insurance coverage protection as required by the City. Insurance coverage will expressly list the City of Winter Park as an additional insured.
- Immediately notify the City of all claims, take and maintain incident reports and handle all liability claims and issues, and provide City with timely appraisal reports of said claims and issues.
- Ice rink business procedures development and implementation.
- Insure proper record keeping in all areas of the ice rink operation.
- Magic’s management team and hired rink employees will operate the rink based on hours of operation as determined by City.
- Magic will provide day-to-day operating personnel and will bill the City for payroll costs on a bi-weekly basis.
Winter in the Park 2011

A Holiday Tradition

Event Summary and Financial Results

Presented by Economic Development/CRA
Winter in the Park 2011

Overview

✓ Total Skaters: 14,290 (14% increase over prior year period)
✓ Professional management handled by Magic Ice USA
✓ Major sponsors of Florida Hospital, Florida Hospital for Children, Rollins College, Ruth’s Hospitality Group, and the Department of Health.
✓ Media sponsors of Mix 105.1, Sunny 105.9, Orlando Sentinel, and Local Channel 6
✓ Over $18,000 from participating dasher board sponsors
✓ Record participation in the Holiday Window Contest and Wristband Promotion
✓ Cost of approximately $3,000
✓ Economic Impact of $165,000 – $323,000 in direct spending in downtown businesses during the Holiday season
# Winter in the Park 2011

## Financial Results

**Budgeted Estimate**

<table>
<thead>
<tr>
<th>Revenue &amp; Expenditures</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skating, Merchandise, and Private Party Sales (less sales tax)</td>
<td>$115,590</td>
<td>$127,149</td>
<td>$127,149</td>
</tr>
<tr>
<td>Sponsorship &amp; Concession Sales</td>
<td>$46,000</td>
<td>$46,000</td>
<td>$56,000</td>
</tr>
<tr>
<td>Total Expenditures (w 5% contingency)</td>
<td>$180,448</td>
<td>$180,448</td>
<td>$180,448</td>
</tr>
<tr>
<td><strong>Est. Profit/Loss</strong></td>
<td>$(18,858)</td>
<td>$(7,299)</td>
<td>$2,701</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue &amp; Expenditures</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skating, Merchandise, and Private Party Sales (less sales tax)</td>
<td>$120,453</td>
</tr>
<tr>
<td>Sponsorship &amp; Concession Sales</td>
<td>$54,890</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$178,157</td>
</tr>
<tr>
<td><strong>Actual Profit/Loss</strong></td>
<td>$(2,814)</td>
</tr>
</tbody>
</table>

Results were closest in-line with our “best case” scenario 3.
$50,000 in Sponsorships

- Winter Park Memorial Hospital - $10,000
- Florida Hospital for Children - $8,000
- Rollins College - $5,000
- Ruth’s Hospitality Group - $5,000
- Department of Health - $3,400
- Dasher board sponsors - $18,500

In-Kind Sponsors
- Radio: Mix 105.1 & Sunny 105.9
- Orlando Sentinel
- Local Channel 6
**Skater Survey Results:**
- 44% of respondents were new to the event
- 97.3% of respondents were Delighted or Satisfied with the event
- Word-of-Mouth and Friends and Family (28%), followed by Orlando Sentinel (12%), Drive-bys (10%), Park Press and Radio (5% each) were the most mentioned advertisement methods.
- 86% of respondents planned to shop or dine, substantial increase over last year’s 61% figure.
- Minimum of $165K – $323K in planned spending downtown

**Demographics:**
- Primarily Winter Park and Maitland zip codes (38%)
- Predominately of the ages 31-50 (61%)
- Mostly female (72%)
- Household income above $75K (51%); income above $100K (36%)
- Race: White (81%), Hispanic (11%), Asian (5%)
Winter in the Park 2011
Survey Graphs

Feelings About the Visit

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delighted</td>
<td>69.6%</td>
<td>69.5%</td>
</tr>
<tr>
<td>Satisfied</td>
<td>27.7%</td>
<td>26.7%</td>
</tr>
<tr>
<td>Neutral</td>
<td>1.8%</td>
<td>1.9%</td>
</tr>
<tr>
<td>Disappointed</td>
<td>0.0%</td>
<td>1.0%</td>
</tr>
<tr>
<td>Blank</td>
<td>0.9%</td>
<td>1.0%</td>
</tr>
</tbody>
</table>
Winter in the Park 2011

Survey Graphs

Household Income (in $1,000s) of Respondent - WIP 2011

- 2011
- 2010

-35: 11.4% 11.1%
36-50: 20.5% 25.0%
51-75: 17.0% 13.9% 14.8%
76-100: 33.3%
101-150: 17.0% 0.0%
151+: 19.3% 16.7%
### Winter in the Park 2011

#### Survey Graphs

Response to Advertising: Awareness of Event by Marketing Channel - WIP 2011

<table>
<thead>
<tr>
<th>Marketing Channel</th>
<th>Awareness Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friends/Family</td>
<td>18.7%</td>
</tr>
<tr>
<td>Orlando Sentinel</td>
<td>12.0%</td>
</tr>
<tr>
<td>Other</td>
<td>11.4%</td>
</tr>
<tr>
<td>Drive By</td>
<td>10.2%</td>
</tr>
<tr>
<td>Other</td>
<td>9.0%</td>
</tr>
<tr>
<td>Orlando Home</td>
<td>7.3%</td>
</tr>
<tr>
<td>Orlando Sentinel</td>
<td>6.2%</td>
</tr>
<tr>
<td>Orlando Observer</td>
<td>5.7%</td>
</tr>
<tr>
<td>Orlando Home Magazine</td>
<td>5.0%</td>
</tr>
<tr>
<td>Orlando Observer</td>
<td>4.8%</td>
</tr>
<tr>
<td>Orlando Other</td>
<td>4.8%</td>
</tr>
<tr>
<td>Orlando Return Customer</td>
<td>4.2%</td>
</tr>
<tr>
<td>Orlando Groupon</td>
<td>4.2%</td>
</tr>
<tr>
<td>Orlando TV</td>
<td>3.6%</td>
</tr>
<tr>
<td>Orlando Observer</td>
<td>3.6%</td>
</tr>
<tr>
<td>Orlando City's Website</td>
<td>3.6%</td>
</tr>
<tr>
<td>Orlando TV</td>
<td>3.0%</td>
</tr>
<tr>
<td>Orlando Winter Park Home</td>
<td>2.4%</td>
</tr>
<tr>
<td>Orlando Bus Stop</td>
<td>2.0%</td>
</tr>
<tr>
<td>Orlando Banners</td>
<td>1.8%</td>
</tr>
<tr>
<td>Orlando Press Releases</td>
<td>1.8%</td>
</tr>
<tr>
<td>Orlando Twitter</td>
<td>1.2%</td>
</tr>
<tr>
<td>Orlando Utility Bill</td>
<td>0.6%</td>
</tr>
<tr>
<td>Orlando Observer</td>
<td>0.6%</td>
</tr>
<tr>
<td>Orlando Other</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Other Customer</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Magazine</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Observer</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando TV</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Observer</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando City's Website</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando TV</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Observer</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Other</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Other Customer</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Orlando Magazine</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Orlando Observer</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Orlando TV</td>
<td>0.0%</td>
</tr>
<tr>
<td>Orlando Orlando Orlando Observer</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
Winter in the Park 2011

Survey Graphs

Percent of Respondents that Indicated they Would Participate in the Following Activities - WIP 2011

- **Museums**
  - 2011: 0.0%
  - 2010: 3.8%

- **Shop**
  - 2011: 14.3%
  - 2010: 38.1%

- **Dine**
  - 2011: 23.2%
  - 2010: 41.9%

- **Shop or Dine**
  - 2011: 85.7%
  - 2010: 61.0%

- **Shop and Dine**
  - 2011: 35.7%
  - 2010: 19.0%

- **Shop, Dine, and Museums**
  - 2011: 5.4%
  - 2010: 2.9%
Planned Spending in the Downtown by Respondents - WIP 2011

Amount in $

- Blank: 7.1% (2011), 20.0% (2010)
- 0-20: 15.2% (2011), 26.7% (2010)
- 21-50: 37.5% (2011), 23.8% (2010)
- 101+: 13.4% (2011), 7.6% (2010)
Winter in the Park 2011
Recommendations for 2012

1) Pursue longer term contract with Magic Ice
2) Expand local merchant participation options
3) Promote programs and sponsors at POS
4) Increase special event nights
5) Consider bulk advertising of dasher sales
6) Improve the sponsor experience (projection system)
7) Upgrade speaker system
8) Provide handicap and valet parking
9) Time Groupon release at beginning of event

Looking Forward:
1) Continue to see organic growth in attendance (est. 5-10%)
2) Increase sponsorship funding (est. 10%, or +$5,000)
3) Expand tent rental for special events (est. 200% increase, or +$2,000)
4) Maintain 7 week schedule of 1 week prior to Thanksgiving through 1st week of January.
<table>
<thead>
<tr>
<th>Do you believe this event had a positive impact in Downtown Winter Park?</th>
<th>Comments:</th>
<th>Did your business receive phone or in-person inquiries about this event?</th>
<th>Comments:</th>
<th>Did you feel that the Winter in the Park Holiday Ice Rink helped your business during the Holiday season?</th>
<th>Comments:</th>
<th>Did your business experience an increase, decrease, or no change in sales over the 2011 Holiday season?</th>
<th>Comments:</th>
<th>Did your business participate in the Winter in the Park Ice Rink wristband discount promotion?</th>
<th>Comments:</th>
<th>List any specific way your business would be willing to participate in the 2012 Winter in the Park Ice Rink</th>
<th>If this event were to continue next year would you like to be notified of sponsorship and marketing opportunities?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maybe</td>
<td>Yes</td>
<td>No change</td>
<td>Increase</td>
<td>&gt;20%</td>
<td>No</td>
<td>No Change</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Unstable</td>
<td>We know that it affected parking and we know that we lost business due to some of our mail clients inability to find a spot.</td>
<td>Increase</td>
<td>&gt;20%</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes, some help</td>
<td>Increase</td>
<td>0-5%</td>
<td>Yes</td>
<td>No Change</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Unstable</td>
<td>Wasn’t here last year to compare.</td>
<td>No Change</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes, very much</td>
<td>Increase</td>
<td>5-10%</td>
<td>Yes</td>
<td>Increase</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Unstable</td>
<td>We saw more people. And our partnering with various publicity channels also brought in more people</td>
<td>No</td>
<td>No</td>
<td>Wristband, Advertisements opportunities inside the ring</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>No change</td>
<td>Decrease</td>
<td>Yes</td>
<td>Decrease</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Yes, some help</td>
<td>No Change</td>
<td>Unsure</td>
<td>No Change</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Yes, some help</td>
<td>Increase</td>
<td>10-20%</td>
<td>No</td>
<td>No Change</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>No change</td>
<td>Decrease</td>
<td>Yes</td>
<td>Decrease</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td>Negative effect</td>
<td>Increase</td>
<td>10-20%</td>
<td>No</td>
<td>No Change</td>
<td>None.</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Unsure</td>
<td>Increase</td>
<td>&gt;20%</td>
<td>Yes</td>
<td>No Change</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Did your business distribute fliers, brochures or other promotional materials in association with this event or activity?</td>
<td>If this event continues next year, would you be willing to distribute marketing material to customers and post notices in your business?</td>
<td>What changes or recommendations do you have regarding the best way to bring customers to your business in cooperation with the Winter in the Park to Think Event?</td>
<td>Please provide any further comments or observations regarding the event.</td>
<td>Business Name:</td>
<td>Business Address:</td>
<td>Contact Name:</td>
<td>E-Mail address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
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<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td>Retail</td>
<td>Printing correct business hours in the FAA holiday brochure.</td>
<td>Please pref read the holiday guide before it is sent out!</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td>Retail</td>
<td>summers...not sure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Lighten Up!</td>
<td>308 S park ave 32789</td>
<td>Shein Jenkins</td>
<td><a href="mailto:sheinjenkins@gmail.com">sheinjenkins@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Breakaway Bicycles</td>
<td>141 190th Ave</td>
<td>Erin Dowman</td>
<td><a href="mailto:erin@breakawaybicycleswinterpark.com">erin@breakawaybicycleswinterpark.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td>Retail</td>
<td>more publicity inside the ring. Maybe a offer of various merchants offering promotions</td>
<td>Since parking is a big issue it would be nice to some additional parking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td>Retail</td>
<td>Rosie Ware's Roof</td>
<td>515 Park Ave. N.</td>
<td>Linda or Tina Schmitt</td>
<td><a href="mailto:twmcoast@gmail.com">twmcoast@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Interface</td>
<td>119 east mille blu</td>
<td>marge marley</td>
<td><a href="mailto:marleymarley@aol.com">marleymarley@aol.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Spice and tea exchange</td>
<td>302 m park ave</td>
<td>Jeffrey</td>
<td><a href="mailto:Winterpark@spiceandtea.com">Winterpark@spiceandtea.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td>Retail</td>
<td>more free valet parking...we had customers driving around and couldn't find parking...very frustrating.</td>
<td>I think it should be moved to the park in Isabel Square.</td>
<td>152 park avenue sout</td>
<td>Janice</td>
<td><a href="mailto:jan@beencompany.com">jan@beencompany.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Put the ring in Central Park</td>
<td>This is a fantastic community event. Not sure it brings any additional sales to our retail store as no one redeemed our promotion with their wristbands which was disappointing. But it was a wonderful Community building event which I enthusiastically support.</td>
<td>355 Park Avenue South</td>
<td>Julie van Weller</td>
<td><a href="mailto:Threadparkeravenue@yahoo.com">Threadparkeravenue@yahoo.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I LOVE anything that brings people and culture to the avenue so I'm all positive but lack of parking did have an impact upon our business the 2 weeks leading up to Christmas.

It doesn't add anything to our business that I see...we had a lot of customers complaining about lack of parking because this is us too...I think it's a lovely idea but maybe not in such prime space so close to the shops on the avenue...maybe Hanibal Sq.

As I stated previously, I believe this to be a fantastic community building event which is enthusiastically supported, but is not considered to add actual sales. We participated in the wristband promotion and not one person brought them into the store to be redeemed. This was surprising and disappointing. I wonder if the participants were made aware of this opportunity in a way that was clearer and direct. I do hope the event continues next year. It would be tremendous if it was moved to Central Park as I believe this would bring patrons directly into the stores after they were finished skating.
| Do you believe this event had a positive impact on downtown winter park? | Comments: | Did your business receive phone or in-person inquiries about this event? | Comments: | Did you feel that the winter in the Park Holiday Ice Rink helped your business during the holiday season? | Comments: | Did your business experience an increase, decrease, or no change in sales over the 2013 holiday season? | Comments: | If so, did your business participate in the winter in the Park Ice Rink winter band discount promotion? | Comments: | List any specific ways your business would be willing to participate in the 2012 Winter in the Park Ice Rink? | Comments: | If this event were to continue next year, would you like to be notified of sponsorship and marketing opportunities? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Yes | No | Yes, some help | Increase | 10-20% | No | No Change | No | | | | | | Yes |
| Yes | No | No Change | Increase | 10-20% | Yes | No Change | Yes | | | | | | Yes |
| Yes | No | Yes, some help | Decrease | No | | | | I'd be interested in the winter band promotion. I don't recall hearing about it. Overall, I think it's a great event for winter Park and I intend to continue to advertise it. Thanks, John. | | | | Yes |
| Yes | No | No Change | No Change | Yes | No Change | Yes | | We tried the winter band promo, print 20% off the guest check. We had one customer (ah-ah) come to redeem. Used hoped for a little better than that. | | Yes |
| Yes | No | Unknown | Increase | 10-20% | No | No Change | No | | | | | | Yes |
| Maybe | No | Negative effect | It took up parking spaces for our holiday shoppers. It doesn't bring qualified buyers to the Avenue, as it attracts children and teenagers who don't spend money. | Decrease | Yes | No Change | Not interested. | | | | | | No |
| No | No | No change | No Change | No | No Change | No | | | | | | | No |
| Yes | No | No change | Increase | 5-10% | No | No Change | No | | | | | | Yes |
| Yes | Yes | Yes, some help | No Change | No | No Change | No | | | | | | | No |
### 2011 Winter in the Park Merchant Survey Results

| Did your business distribute fliers, brochures or other promotional materials in association with this event or activity? | If this event continues next year, would you be willing to distribute marketing material to customers and post notices in your business? | What changes or recommendations do you have regarding the best way to bring customers to your business in cooperation with the Winter in the Park Ice Rink Event? | Please provide any further comments or opinions regarding the event. | Business Name | Business Address | Contact Name | E-Mail address |
|---|---|---|---|---|---|---|---|---|
| No | Unsure | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Yes | Yes | Restaurant/Cafe | Skofield Homes | 118 West Comstock Ave | Winter Park, IL 60093 | John Skofield | john@skofield.com | Overall, a great event that should be promoted. Thanks for all your work! |
| No | Yes | Real Estate | Utilization of the parking garage on Pennsylvania and Lyman (250 spaces), it is a walk up to New England (to view the shops and restaurants) and over to Morse and New York where the rink is located. This garage is empty for the most part, nobody uses it because nobody knows about it. Its free! | Dexter's of Winter Park | 558 West New England Ave | Winter Park IL 60093 | Adrian Mann | dexteradmin@dixwine.com | Possibly drew people away from my business. Only one wristband promo still. They seem to be unknown at this time. |
| No | Unsure | Restaurant/Cafe | Intensity social media presence. Social media is not being used. It is not being used. | N/A | N/A | N/A | N/A | N/A |
| Yes | Yes | Retail | N/A | N/A | N/A | N/A | N/A | N/A |
| No | Unsure | Retail | I don't use my customers coming to the ice rink | N/A | N/A | N/A | N/A | N/A |
| No | No | Retail | Maureen Hall Invitations | N/A | N/A | N/A | N/A | N/A |
| Yes | Yes | Retail | N/A | N/A | N/A | N/A | N/A | N/A |
| Yes | Yes | Retail | N/A | N/A | N/A | N/A | N/A | N/A |
### 2011 Winter in the Park Merchant Survey Results

<table>
<thead>
<tr>
<th>Do you believe this event had a positive impact in Downtown Winter Park?</th>
<th>Comments:</th>
<th>Did your business receive phone or in-person inquiries about this event?</th>
<th>Comments:</th>
<th>Did you feel that the Winter in the Park Holiday Ice Rink helped your business during the Holiday season?</th>
<th>Comments:</th>
<th>Did your business experience an increase, decrease, or no change in sales over the 2011 Holiday season?</th>
<th>Comments:</th>
<th>Did your business participate in the Winter in the Park Ice Rink wristband discount promotion?</th>
<th>Comments:</th>
<th>If so, did your business experience an increase, decrease, or no change in sales by participating in the wristband discount promotion?</th>
<th>Comments:</th>
<th>List any specific way your business would be willing to participate in the 2012 Winter in the Park Ice Rink</th>
<th>Comments:</th>
<th>If this event were to continue next year would you like to be involved in sponsorship and marketing opportunities?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>Unsure</td>
<td>Decrease</td>
<td>5-10%</td>
<td>Yes</td>
<td>No Change</td>
<td>We didn’t have a single request for the wristband discount</td>
<td></td>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>No change</td>
<td>Increase</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Not only traffic, but helps to brand the avenue as a family-friendly, family-oriented area.</td>
<td>Yes</td>
<td>Yes, very much</td>
<td>Increase</td>
<td>10-20%</td>
<td>Yes</td>
<td>Increase</td>
<td></td>
<td></td>
<td></td>
<td>Wristband promotion, posters, F9</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>
## 2011 Winter in the Park Merchant Survey Results

| Did your business distribute flyers, brochures or other promotional materials in association with this event or activity? | If this event continues next year, would you be willing to distribute marketing material to customers and post notices in your business? | What would best describe your type of business? | What changes or recommendations do you have regarding the best way to bring customers to your business in cooperation with the Winter in the Park Ice Rink Event? | Please provide any further comments or opinions regarding this event. | Business Name | Business Address | Contact Name | E-Mail address |
|---|---|---|---|---|---|---|---|---|---|
| Yes | Yes | Retail | | | | | | | |
| No | No | Health Care | Health Care | | | | | | |
| Yes | Yes | Retail | Maybe post a wristband in the window of these businesses that participate in the discount promotion? Or a poster that looks like a wristband? Tie it to thanking folks for shopping local! | | Earth Inspired Living | 500 North Park Avenue, Winter Park, FL 32789 | Linda Semmler | earthinspired@gmail.com |
Subject: Development and Easement Agreement for 121 Garfield Avenue.

City Commission approval is requested of the attached Development and Easement Agreement to be able to officially record the sanitary sewer easement granted to the City in 2004 and the parking agreement approved at that time.

Background:

Back in 2004 when the Park Place project was being designed there was a complication with needing to re-route a sanitary sewer line and an easement was needed from the Kilbourne’s, the owners of the historic home at 121 Garfield Avenue. The City purchased that easement for $5,000 and to the recollection of those involved also promised an agreement for 10 parking spaces for further development of this property.

Windsong Properties LLC has purchased this property and has converted the home to office space and in addition to the Property being placed on the National Register of Historic Places, the owners voluntarily dedicated to the City a façade easement on all four (4) sides of the Property, greatly enhancing the protection of this unique Property from any change to its current look/façade. This is a designated historic landmark property under the City’s code and as such that designation and the façade easement guarantee the preservation of this historic home.

The problem is that the sanitary sewer easement (attached) was never recorded in the public records and no one can find the original to get it recorded. In addition, there was never any formal documentation as to the parking decision. So the staff and owner have put together this development and easement agreement, so we can have a recordable document that legally grants the easement and also puts on record the parking agreement.

Staff Recommendation:

Approval of the attached development and easement agreement with Windsong Properties LLC.
April 27, 2012

Mr. Jeff Briggs
Planning & Community Development Director
Winter Park Planning Dept.
401 Park Av S
Winter Park, FL 32789

Re: 121 Garfield Avenue ("Subject Property")

Dear Jeff:

As you may know, I represented the Kilbourne family with respect to the sale of the Subject Property last year. The current owner requested that I send you a letter stating my knowledge of the agreements related to the utility easement and parking.

In 2004, the City approached the Kilbournes for a utility easement across the Subject Property. At that time my wife and I represented the Kilbournes with respect to the negotiations with the City for the easement. In return for granting the easement, the Kilbournes were paid $5,000 and the City would give them some parking benefits. It was our understanding with the Kilbournes and the City that the existing buildings were grandfathered for retail and office uses. Further, it was our understanding that the City would provide an additional 10 parking spaces for use by the Subject Property in the event of redevelopment or expansion. It was later clarified by the City that it would allow for expansion/redevelopment of the buildings without the need to provide an additional 10 parking spaces, as opposed to actually providing such spaces. This concept was presented to potential buyers for this site in 2011.

I am happy to answer any questions you may have regarding the above.

Very truly yours,

Robert R. Hahn
THIS INSTRUMENT PREPARED BY
AND RETURN TO:
C. Brent McCaghren, Esquire
Windzuwelde, Reines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32703

EASEMENT
(UNDERGROUND SANITARY SEWER)

THIS EASEMENT made this 16th day of March, 2005,
between CHRISTINE KILBOURNE, Trustee under that unrecorded Revocable Trust
Agreement entitled CHRISTINE KILBOURNE REVOCABLE TRUST dated February 3, 1997,
Grantor, Post Office Box 61, Winter Park, Florida 32780, and the CITY OF
WINTER PARK, a Florida municipal corporation, of 401 Park Avenue South, Winter
Park, Florida 32789, Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the mutual benefits,
covenants and conditions herein contained, and in consideration of the sum of
One and No/100 Dollar ($1.00) and other good and valuable consideration paid
by the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby give and grant unto the Grantee and its successors and assigns, an
underground sanitary sewer easement, as is more particularly hereinafter
described, with full authority to enter upon, install, construct, operate and
maintain such underground sanitary sewer facilities within said easement as
the Grantee and its successors and assigns may deem necessary or desirable;
said sanitary sewer facilities being located in the easement area (the
"Easement Area") within Grantors' premises in Orange County, Florida, to-wit:

The East 5 feet of the North 40 feet of Lot 13, Block
13, Block 20, and the South half of the vacated alley
north of Lot 11, 12 and 13, Block 20, REVISED MAP OF
THE TOWN OF WINTER PARK, as recorded in Plat Book "A",
Pages 67-72, Public Records of Orange County, Florida.

Tax Parcel ID: 05-22-30-9400-20-110

TO HAVE AND TO HOLD the same unto the Grantee, its successors and
assigns forever.

Grantor hereby warrants and covenants (a) that Grantor is the owner of
the fee simple title to the premises in which the above-described Easement
Area is located, (b) that Grantor has full right and lawful authority to grant
and convey this easement to Grantee, and (c) that Grantee shall have quiet and
peaceful possession, use and enjoyment of this easement.

Grantee will only enter upon the Easement Area or utilize the Easement
Area for the installation, construction, maintenance, operation, or
replacement of its underground sanitary sewer facilities.
Grantee will restore or replace, at Grantee’s expense, any part of said Easement Area that is damaged (including, but not limited to, any walls, fences, shrubbery, grass, trees, sprinkler systems and other improvements) resulting from the installation, construction, operation, maintenance, or replacement of the sanitary sewer facilities. Grantee agrees that any construction and/or maintenance in the Easement Area will be accomplished as expeditiously as permitted by customary construction practices and with as little inconvenience to Grantee as the circumstances permit. Further, restoration of the Easement Area to the condition that existed prior to such construction and/or maintenance shall be completed as quickly as the circumstances reasonably permit.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal effective as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

[Signature]

[Print Name]

[Print Name]

CHRISTINE KILBOURNE, Trustee under that unrecorded Revocable Trust Agreement entitled CHRISTINE KILBOURNE REVOCABLE TRUST dated February 3, 1997
Post Office Box 61
Winter Park, Florida 32790

Co-Trustee

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of
MAY, 2005 by Christine Kilbourne, Trustee under that unrecorded
Revocable Trust Agreement entitled CHRISTINE KILBOURNE REVOCABLE TRUST dated
February 3, 1997, who personally appeared before me and who is personally
known to me, or who produced

as identification.

My Commission

[Notary Public]

[Print Name]
DEVELOPMENT AND EASEMENT AGREEMENT

THIS DEVELOPMENT AND EASEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of ___________, 2012, by and between the CITY OF WINTER PARK, FLORIDA, a Florida municipal corporation (the “City”), whose address is 401 South Park Avenue, Winter Park, Florida 32789, and WINDSONG PROPERTIES LLC, a Florida limited liability company ("Owner"), c/o The Keewin Real Property Company, 121 Garfield Avenue, Winter Park, Florida 32789;

WHEREAS, the City and Owner desire to memorialize the City’s zoning official’s administrative determination of grandfathered uses ("Determination") for the real property located at 121 Garfield Avenue, more particularly described as Lots 11, 12 and 13, plus the south half of vacated alley lying to the north thereof, Block 20, Revised Map of the Town of Winter Park, as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida. (Tax ID # 05-22-30-9400-20-110) herein referred to as “Property”; and

WHEREAS, the City and Owner wish to memorialize an underground sanitary sewer easement that was granted on March 16, 2005, by the previous owners but said easement was not recorded in the public records and thus upon the granting of a replacement easement via this Agreement, the underground sanitary sewer easement granted on March 16, 2005 by the previous owners shall be terminated and no longer be in force and effect; and
WHEREAS, the City and the Owner desire to memorialize and record the Determination granted by the City as well as the underground sanitary sewer easement with respect to the Property in the form of a Development and Easement Agreement which will constitute a deed covenant to run with title to the land;

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

SECTION 1. RECITALS. The recitals above are true and correct and incorporated herein.

SECTION 2. GRANT OF UNDERGROUND SANITARY SEWER EASEMENT: That the Owner, for and in consideration of the mutual benefits, covenants, and conditions herein contained, and in consideration of the sum of One and no/100 Dollar ($1.00) and other good and valuable consideration paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant unto the City and its successors and assigns, an underground sanitary sewer easement, as is more particularly hereafter described, with full authority to enter upon, install, construct, operate and maintain such underground sanitary sewer facilities within said easement as the City and its successors and assigns may deem necessary or desirable; said sanitary sewer facilities being located in the easement area (the “Easement Area”) within Owner’s premises in Orange County, Florida, to-wit:

The East 5 ft of the North 40 ft of Lot 13, Block 20 and the S ½ of the vacated alley North of Lots 11, 12 and 13, Block 20, REVISED MAP OF THE TOWN OF WINTER PARK, as recorded in Plat Book “A”, Pages 67-72, Public Records of Orange County, Florida.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns forever.

Owner hereby warrants and covenants (a) that Owner is the owner of the fee simple title to premises in which the above-described Easement Area is located, (b) that the Owner has full right and lawful authority to grant and convey this easement to City,
and (c) that the City shall have quiet and peaceful possession, use and enjoyment of this underground easement.

City will only enter upon the Easement Area or utilize the Easement Area for the installation, construction, maintenance, operation or replacement of its underground sanitary sewer facilities.

City will restore or replace, at City’s sole expense, any part of said Easement Area that is damaged (including, but not limited to, any walls, fences, shrubbery, grass, trees, sprinkler systems and other improvements) resulting from the installation, construction, operation, maintenance or replacement of the sanitary sewer facilities. The City agrees that any construction and/or maintenance or replacement of the sanitary sewer facilities in the Easement Area will be accomplished as expeditiously as permitted by customary construction practices and with as little inconvenience to the Owner as the circumstances permit. Further, restoration of the Easement Area to the condition that existed prior to such construction and/or maintenance shall be completed as quickly as the circumstances reasonably permit.

To the extent allowed by law, City shall indemnify and hold harmless Owner (and its successors, assigns, principals, employees, directors, officers, and tenants) from and against, and, if and to the extent paid, reimburse them on demand for, any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, paralegals, consultants, contractors, experts and laboratories), of any and every kind or character, contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, made, incurred, suffered, brought, or imposed at any time and from time to time, and arising in whole or in part from any presence of any hazardous material within or upon the Easement Area, or any escape, seepage, leakage, spillage, emission, release, discharge or disposal of any hazardous material on or from the Easement Area, or the migration or release or threatened migration or release of any hazardous material to, from or through the Easement Area.

SECTION 3. PARKING ADMINISTRATIVE DETERMINATION: The City acknowledges that the Zoning Code parking exclusion area for the Central Business District and the Determination granted by the City herein, means the Property is not required to provide off-street parking for the existing buildings on the Property (the
“Buildings”). As such, the Buildings are grandfathered-in with respect to parking and said Buildings may be used for any permitted use within the commercial (C-2) zoning without regard to the requirement for off-street parking for the Buildings. This parking exclusion shall also apply to any new or redeveloped structures on the Property, if said redevelopment is permitted in C-2, and is properly approved in all other respects. As such, no off-street parking is required for the existing floor space within the Buildings or any redevelopment or reconstruction of the Buildings. In addition to the forgoing, the Determination also allows for new square footage without the need to provide up to ten (10) parking spaces based upon the City’s zoning code requirements for such space at the time of construction, so long as all necessary land use approvals are obtained.

SECTION 4. DESIGNATED HISTORIC LANDMARK OR RESOURCE:
The Owner acknowledges that the Buildings are designated “Historic Landmark or Resource” that were voluntarily nominated and submitted by the previous owner and was approved by the City Commission on January 26, 2004. As such the Winter Park Historic Preservation Code applies to the Buildings. The parties also acknowledge that the Owner has voluntarily placed a Historic Preservation Façade Easement on the Property and has granted said Façade Easement to the City, which easement has been recorded in O.R. Book 10316, Page 325, Public Records of Orange County, Florida, and that the Buildings have been placed on the National Register of Historic Places by the United States Department of Interior.

SECTION 5. AMENDMENTS AND MODIFICATIONS TO THIS AGREEMENT.
Any amendments or modifications to this Agreement must be approved by both parties.

SECTION 6. AGREEMENT TO BE BINDING
This Agreement shall be binding upon the Owner and their successors and assigns in title or interest. The provisions of the Agreement shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.
SECTION 7. ENFORCEMENT

In the event that enforcement of this Agreement by the City or the Owner becomes necessary, and the City or the Owner is successful in such enforcement (the “Prevailing Party”), the non-Prevailing Party shall be responsible for all costs and expenses, including attorney’s fees whether or not litigation is necessary and if necessary, both trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon the Property superior to all others. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compound annually or at the maximum rate allowed by law.

SECTION 8. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Venue for purpose of litigation shall in Orange County, Florida.

SECTION 9. RECORDING

This Agreement shall be recorded, at Owner’s expense, among the Public Records of Orange County, Florida no later than fourteen (14) days after full execution. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Property and shall instead constitute record notice of governmental regulations, which may regulate the use and enjoyment of the Property.

SECTION 10. TIME IS OF THE ESSENCE

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 11. SEVERABILITY

If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.
SECTION 12. EFFECTIVE DATE

This Agreement shall not be effective and binding until the latest date that this Agreement is signed by all parties hereto.

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

Signed, sealed and delivered in the presence of

OWNER:

Windsong Properties LLC

By: ________________________________

Alan E. Keen, Managing Member

STATE OF FLORIDA
COUNTY OF ____________

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared______________, who [___] is personally known to me or [___] produced __________________________ as identification, and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _________________, 2011.

______________________________

Signature of Notary

______________________________

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _______

My Commission Expires (if not legible on seal): _______
Signed, sealed and delivered in the presence of:

Print Name: ________________________________

By: ________________________________

Ken Bradley, Mayor

Date: ________________________________

Attest: ________________________________

City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ken Bradley, personally known to me to be the Mayor of the CITY OF WINTER PARK, FLORIDA and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _________________, 2011.

______________________________
Signature of Notary

______________________________
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _______
subject

Request to allow street dining on Hannibal Square East by adjacent restaurants (Armandos and Hannibals) for an indefinite time period.

motion | recommendation

Approve for six months subject to conditions below ("Criteria for Street Closures"), payment of event fees, sewer and water fee for any added restaurant seating (if any), waiver of alcoholic beverage prohibition and approval of street barriers by Public Works Department.

Background

On 2/13/12 the Commission granted approval to proceed with this request for a temporary time period and for City staff to monitor this activity to observe an issue that may have developed.

The following criteria was developed by staff to evaluate these type of requests.

Additional Criteria for Street Closures involving restaurants:

1) The street to be closed must not exceed a traffic count of 1000 vehicles per day unless a traffic study documents minimal impact to traffic during street closure periods.
2) The area of street closure must be directly adjacent to and operated by the restaurant(s) requesting closure.
3) Written consent for the closure must be approved by all abutting property owners/leasees including those directly across the road to be closed.
4) Road closure can only be allowed if there is a parallel alternate route within 350 feet. [Park Avenue blocks are 300 feet]
5) Road closure can only be allowed if other property owners, residents or businesses located on the same street have public street access to their properties, residences or businesses.
6) Standards for the outdoor tables, seating, umbrellas (if any), menu signs and provision of maintenance cleaning of street or sidewalk areas shall comply with the City’s Sidewalk Café Ordinance. A seating diagram shall be provided for review and
approval. All other applicable provisions of the Sidewalk Café Ordinance shall apply, including maintaining cleanliness of the area and debris removal.

7) The impact of any additional required parking can be absorbed by existing parking available at the time of the closure.

8) No amplified or live music without specific separate authorization with an amended event permit application.

9) The City Manager retains the right to terminate the approval of the event or further limit the times of the event at any time deemed appropriate, due to noise, safety concerns or other reasons not enumerated herein.

The various city departments have reported that there were no major problems experienced during the last two months since this street dining started.

alternatives | other considerations

Deny request.

fiscal impact

No fiscal impact to City except departments involved in policing the event for compliance (Code Enforcement, Public Works, Police and Fire) will expend extra staff time checking the event for compliance with conditions at intermittent times.

long-term impact

This type of on-street dining on Hannibal Square and other appropriate areas of the City (perhaps off Park Avenue) could help generate more economic activity in those areas.

strategic objective

Quality economic development
subject

Discuss issuance of RFQ for City Attorney services.

motion | recommendation

Determine whether or not the Commission wants to issue an RFQ for City Attorney services, explore hiring an in-house attorney or continue with the current contract.

background

The City last bid out City Attorney services in 2009. As a result of that process, Brown, Garganese, Weiss & D’Agresta, P.A. (the Firm) began serving as City Attorney for the City beginning in August, 2009. At the request of the City Commission, the original contract was billed on an hourly basis with no retainer.

After several months under the above fee arrangement the Firm and the City agreed to modify the contract to a monthly retainer of $25,000 that covers routine legal work. Litigation beyond an initial 3 hours continued to be billed at an hourly rate. The retainer arrangement saved the city money over the original arrangement. A copy of the current contract is attached.

Attached is a summary of legal expenses by year, however comparisons from year to year are difficult because workload is often driven by issues somewhat out of the city’s or at least the attorney’s control. For example, since the Firm began working with the City, we have had litigation matters with the former city manager and Club Harem as well as significant work surrounding the commuter rail agreement with Orange County. It should also be noted that the Firm provides an attorney for Planning and Zoning meetings, which under our previous attorney arrangements was only done on an on-call basis.

Per the Commission’s request, attached is information obtained in a comparison of what other cities are doing.

fiscal impact

Unknown.

long-term impact

n/a

strategic objective

n/a
RETAINER AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (hereinafter: "Agreement") is entered into between BROWN, GARGANESE, WEISS & D'AGRESTA, P.A., a Florida corporation, whose address is 111 North Orange Avenue, Suite 2000, Post Office Box 2873, Orlando, Florida 32802-2873 (hereinafter: the "Law Firm") and THE CITY OF WINTER PARK a Florida municipal corporation, whose address is 401 Park Avenue South, Winter Park Florida 32789 (hereinafter: the "City"). This Agreement shall bind the parties upon its execution by their representatives and shall become effective upon the date of the last signature.

RECITALS:

WHEREAS, the Law Firm desires to provide legal services to the City and the City desires to receive such services; and

WHEREAS, this Agreement is entered into in accordance with a competitive request for proposal process; and

WHEREAS, the parties mutually desire to finalize in writing this Agreement; and

WHEREAS, the City Commission finds this Agreement is in the best interests of the public health, safety, and welfare of the City of Winter Park.

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

1.0 ENGAGEMENT OF THE LAW FIRM. The City hereby engages the Law Firm and the Law Firm agrees to perform the legal services set forth below. In accordance with its proposal, the Law Firm hereby designates Larry Brown and Anthony Garganese as the primary attorneys to provide legal services under this Agreement. In addition, the Law Firm agrees to designate one of the primary attorneys to serve as the designated individual City Attorney. Upon the commencement of the Agreement, the Law Firm hereby designates, and the City accepts, Larry Brown to serve in the capacity of City Attorney under the City's Charter. Mr. Brown will be responsible for attending all City Commission Meetings. In Mr. Brown's temporary absence due to scheduling conflicts, vacation, or sickness, the Law Firm will assign an experienced municipal lawyer to attend City Commission meetings while Mr. Brown is temporarily absent including, but not limited to, Anthony Garganese, William Reischmann, and Katie Reischmann. The other attorneys of the Law Firm will also provide legal services to the City as the need arises and shall serve as assistant city attorneys. As mentioned below and for continuity purposes, the Law Firm will assign one attorney to primarily attend other board meetings that are
required by the City. The Law Firm agrees that all services contracted for are to be performed solely by the Law Firm and may not be subcontracted for or assigned unless provided in this Agreement.

2.0 **SCOPE OF SERVICES.**

A. The Law Firm agrees under the direction of the City Commission and City Manager to perform certain professional legal services more particularly described as follows: 1) Represent the City and attend City Commission meetings (unless excused from attendance by the City Commission or City Manager); 2) Draft/Review ordinances, resolutions, contracts, and correspondence relating to the transaction of City business and affairs; 3) Prepare and file pleadings, motions, or briefs which may be required and represent the City in any and all litigation (including, but not limited to, actions brought by or against the City in a judicial or administrative forum and all appeals), except such actions as may be assigned to special counsel or be covered by an insurance policy naming the City as the insured or actions jointly defended with the City of Winter Park; 4) Initiate and conduct discovery including depositions on behalf of the City and represent the City in discovery initiated by opposing parties; 5) Perform legal research and render legal advice; 6) Review and analyze City legal files, data, documents and other materials concerning the matters referenced in this paragraph and advise on recommended legal course of action; 7) Attend and participate in meetings, conference calls, field trips or similar functions and report on the status of the legal matters; 8) Act as an intermediary and legal advisor for the City when special counsel or insurance defense counsel is appointed to represent the City in any legal proceeding; 9) Assist in bond transactions and bids; 10) Prepare formal legal opinions; 11) Provide legal representation, as set forth above, to City boards as required by the City Commission or City Manager and when requested to do so, the Law Firm will designate one attorney to be primarily responsible for attending a particular city board; 12) at the election of the City Commission either prosecute cases before the City’s Code Enforcement Board or represent said Board and defend on appeal Board decisions rendered in such prosecutions; 13) Complete real property transactions; 14) Prosecute code enforcement citations before a court of competent jurisdiction; and 15) Such other legal services required by the City Commission or City Manager.

B. As the Law Firm deems appropriate and in specialized matters, the Law Firm may recommend to the City that special legal counsel be used for defined purposes. If recommended by the Law Firm, the City Manager may approve use of special counsel for an expenditure of legal fees payable to the special legal counsel.
not to exceed the City Manager's spending authority approved by the City Commission. All other requests to utilize special counsel shall be subject to prior approval of the City Commission.

C. The Law Firm and the attorneys therein shall be bound by the requirements of Section 112.313(2), (4), (5), (6), and (8), Florida Statutes (code of ethics). The Law Firm and the attorneys therein shall represent no private individual or legal entity before the City in any proceeding or matter.

3.0 CONSIDERATION.

A. Compensation – Fees and Expenses.

1. For payment of all legal services, beginning July 1, 2010, called for under this Agreement, the City of Winter Park will compensate the Law Firm by paying it a monthly retainer of $25,000.00 (“Retainer”) per month. This Retainer will be paid on or before the 10th day of each month during the course of this Agreement unless the Agreement is amended or terminated. This Retainer will cover all legal services (but not properly billable costs) with the exception of those matters stated in subparagraph B hereinafter.

2. Included within this Retainer will be office hours to be provided by Usher L. Brown, Catherine D. Reischmann, and other qualified attorneys within the Law Firm. These office hours will be performed at City Hall in space designated by the City Manager. There will be regular office hours scheduled periodically, but in no event will these office hours exceed 15 hours per week unless this Agreement is amended. The parties agree that to the extent reasonably possible, staff will resolve all issues that can reasonably be resolved by working with the attorneys during these office hours. Of course, if staff have any reasonable need to access the attorneys, subject to control of such access by the City Manager, staff shall have the right to contact the attorneys outside of these office hours and the attorneys shall be responsive to these requests for service. The attorneys of the Law Firm agree to respond to requests for service by the City of Winter Park as quickly as reasonably possible.
3. The following constitutes the exceptions to the Retainer. These matters shall be billable in accordance with the provisions of this subparagraph. Litigation will include litigation and matters pending before any administrative tribunal (such as EEOC). Litigation will also include arbitrations as well as any type of **quasi judicial** proceeding other than a proceeding wherein an attorney from the law firm is advising the City of Winter Park or a subsidiary board of the City (such as P&Z). And, litigation will include matters pending before any federal or state court, or before any administrative law judge from the Division of Administrative Hearings or any other agency.

4. Litigation (defined above) will be billed separately and in addition to the Retainer. Litigation services will be billed at $170.00 per hour for attorneys of the Law Firm for any State of Florida proceeding (whether arbitration, administrative or court) and $185.00 per hour for any federal court litigation. These rates will be guaranteed for the remainder of the current fiscal year and the next fiscal year (through September 30, 2011). Paralegals will be billed at $85.00 per hour.

5. For each Litigation matter, the City shall receive a credit within the Retainer for the first 3 hours of work. Thus, if a matter may be quickly resolved with 3 hours or less of time, there will be no charge to the City.

6. Costs that are reimbursable in accordance with this Agreement will continue to be separately stated and charged in all Litigation matters (and in all Retainer matters as well).

7. In addition to Litigation being billed outside the Retainer, if there is a bond or financial transaction where the financial advisor to the City or its bond counsel establishes a payment to the Law Firm for services rendered on behalf of the issuer as issuer’s or borrower’s counsel, then such mutually agreed fee to be paid from the proceeds of the bond or other borrowing would be in addition to the Retainer.

8. In addition to Litigation and for services rendered in connection with certain bond or financial transactions, the Law Firm will also be entitled to receive any title insurance.
premium paid in accordance with law in connection with any real estate transaction in which the Law Firm acts as title insurance agent.

9. In the event the Law Firm is entitled or eligible to receive a recovery of attorneys' fees in any case, the Law Firm will be entitled to receive such recovery, but only to the extent the recovery exceeds the amount the City has already paid the Law Firm with respect to the specific Litigation invoicing related to the matter. After the City has been reimbursed for such fees and costs that it has paid the Law Firm may recover the excess.

Upon request by the Law Firm, the City's City Commission may be asked to review and adjust this rate of compensation. Upon request by the City, the Law Firm will negotiate alternative pricing utilizing a monthly retainer for items specified and an hourly rate for matters outside the retainer.

B. **Costs/Expenses.**

1. Routine expenses such as local phone calls, local travel expenses, routine copies, word processing, and clerical or secretarial services are overhead and will not be separately compensated.

2. Billing for services performed shall be on a monthly basis. Billable hours shall be measured in 6-minute increments. All bills shall denote what attorney conducted the work, a brief explanation of the type of work performed, the date on which the work was performed, the amount of time expended in performing the work, and for which City department the work was performed. Reimbursement of costs for items such as exhibits, title insurance commitment and policy, priority and overnight postage, computer research (e.g., Westlaw), environmental studies, appraisals, surveys, transcripts, document reproduction for non-routine copies (e.g., filing of appellate briefs and records; bate stamping and indexing litigation discovery), and witness fees will be at cost to the Law Firm and will also be billed monthly. City will pay billing invoices within thirty (30) days after receipt.
C. **Travel.** In addition to the above compensation for fees and costs, justified and reasonable non-local travel expenses which are directly and exclusively related to the professional services rendered under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, or as otherwise provided in City ordinances. Pursuant to Section 112.061, Florida Statutes, attorneys of the Law Firm are designated as authorized travelers during the life of this Agreement. For the purposes of computing travel expenses, the Law Firm’s place of business shall be utilized for computation of all travel expenses. The Law Firm will not bill for travel time within Orange County, Florida.

D. **Sales Tax.** The Law Firm shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Law Firm to suppliers for taxes on materials used to fulfill its contractual obligations with the City. The Law Firm shall not use the City’s exemption number in securing such materials. The Law Firm shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement for their respective employees.

E. **No Pledge of Credit.** The Law Firm shall not pledge the City’s credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

**4.0 DOCUMENTATION.**

A. The Law Firm shall submit monthly written invoices. All invoices shall be submitted to the City Manager at the address listed above unless the City Manager directs otherwise.

B. The Law Firm shall maintain files, available for inspection by the City Manager, containing documentation of costs and fees incurred in connection with this Agreement. The files shall be maintained for a period of one year after the cost or fee is incurred by the Law Firm, unless otherwise notified in writing by the City specifying the document to be maintained.

**5.0 PUBLIC RECORDS.** As provided by Florida Statutes, anything, by whatsoever designation it may be known, that is produced by or developed in connection with this Agreement shall remain the exclusive property of the City and may not be copyrighted, patented, or otherwise restricted as provided by Florida Statutes. Neither the Law Firm nor any other individual employed under this Agreement shall have any proprietary interest in any product(s) delivered under this Agreement. The reasonable cost of preparing and photocopying the documents for the City may be charged for said services.
6.0 **TERMINATION OF AGREEMENT.**

A. In the event this Agreement is terminated by either party for convenience or cause, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Law Firm under this Agreement shall be made available to and for the exclusive use of the City.

B. This is a continuing services agreement; however, the City Commission may terminate this Agreement for any reason or for its convenience (without cause) by giving ten (10) days written notice to the Law Firm including the effective date of termination. The Law Firm may at any time terminate their interests in this Agreement for any reason or for convenience (without cause) by giving ninety (90) days written notice to the City, including the effective date of termination. Upon termination of this Agreement by either party, the Law Firm shall honor the provisions of Rule 4-1.16, of the Code of Professional Conduct of the Florida Bar.

7.0 **AMENDMENTS.** Any party may, from time to time, request changes under this Agreement. Such changes, which are mutually agreed upon, shall be incorporated in written amendments to this Agreement.

8.0 **AGREEMENT AS INCLUDING ENTIRE AGREEMENT.** This instrument, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions; or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

9.0 **LIABILITY.** The City shall defend the actions of the Law Firm in performing legal services on behalf of the City. As required by the City, the Law Firm shall maintain, during the period of this Agreement, a professional liability insurance policy or policies for the professional services to be rendered to the City under this Agreement with a minimum of five million dollars of liability coverage.

10.0 **ADMINISTRATION OF AGREEMENT.**

A. The City contract administrator is the City Manager. The Law Firm’s managing shareholder is the contract administrator for the Law Firm. All written and verbal approvals reference in this Agreement (unless specified as being required to be obtained from the City Commission) must be obtained from the parties’ contract administrators or their designees. From time to time any party may notify the other, making a unilateral change in the person named by said party as the contract administrator for said party. This contract shall be governed by and construed under the laws of the State of Florida.
B. Any attorney employed by the Law Firm may provide legal representation under this Agreement to the City, its officers and employees. The Law Firm may refer work under this Agreement to attorneys in said law firm.

C. The City of Winter Park, acting by and through its City Commission as a collegial body, shall be considered Law Firm's client.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth below.

CITY OF WINTER PARK, FLORIDA:

By: 

Kenneth W. Bradley, Mayor

DATE APPROVED BY CITY COMMISSION: 6/14/10

ATTEST: 

City Clerk

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

By: 

Anthony A. Garganese, President and Managing Shareholder

Date: 6-27-10
### Brown, Garganese, Weiss & D’Agresta, P.A.
City of Winter Park
Account Reconciliation by Fiscal Year

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(2,267.57 on Retainer - was applied towards invoices in 2011/2012)
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**TOTALS**                                      |            | $70,706.00 | $3,580.73 | $74,286.73 |
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**TOTALS**

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<td>Litigation</td>
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<td>Longwood</td>
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<td>Retainer of $5,000 monthly. Other not covered under retainer: $200 per hour</td>
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<td>Maitland</td>
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<td>$5,000 for 1st 40 hours; then hourly at $190.00 per hour</td>
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<td>18,483</td>
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<td>Annual retainer of $25,000. Includes Commission meetings, P&amp;Z and CEB. Other non-retainer services are $160 per hour for attorney and $60 for paralegal.</td>
<td>Litigation services billed at $250 per hour for Circuit Court litigation and $300 per hour for Federal Court. Paralegal fees are $100 per hour</td>
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<td>Casselberry</td>
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<td>$200/month retainer $155/hour for everything</td>
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<td>Ocoee</td>
<td>35,579</td>
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<td>No retainer. General municipal work $225/hour Development and land use matters $295/hour</td>
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<td>$6,000/month for retainer</td>
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subject
Discuss issuance of RFQ for Federal Lobbying services.

motion | recommendation
Determine whether or not the Commission wants to issue an RFQ for federal lobbying services.

background
The City last bid out lobbying services in 2002. A copy of our current contract with Alcalde and Fay is attached.

Alcalde and Fay has secured more funds for the city than they have costs the city over the years. They have brought in $1,368,000 while their fees to the city have been $594,397.

No new funds have been secured since 2009.

fiscal impact
The current cost is $5,000 per month. While the potential return is great as can be seen from the results above, there are no guarantees of return.

long-term impact
Unknown.

strategic objective
n/a
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF WINTER PARK AND
ALCALDE AND FAY, LTD.

The following is an agreement between the City of Winter Park, hereinafter referred to as “CITY” and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as “CONTRACTOR”.

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, communications, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the City Commission, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation, communications, water resources, housing and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on public works, transportation, economic development, communications, water resources, housing and Federal grant programs, including but not limited to:

1. Developing strategies to obtain and maximize funding for public works, transportation, economic development, water resources, housing and Federal grant programs.

2. Coordinating funding, legislation and policy related activities with the United States Congress and federal agencies;

3. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the CITY’S projects;

4. Maintaining direct and frequent contact with key United States Senators and Representatives;

5. Advocating CITY interests during the United States legislative and regulatory process;

6. Providing the CITY with a written report of activities and attending CITY meetings upon the CITY’S request;

7. Upon reasonable written request from CITY, CONTRACTOR shall provide to CITY a complete statement identifying all Florida state, county or municipal entities upon whose behalf CONTRACTOR currently provides professional services.

B. PAYMENT: CONTRACTOR’S compensation for the services provided hereunder shall not exceed $5,000.00 per month. The monthly $5,000.00 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on February 1, 2003. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR’S work at actual cost. Expenses that are to be reimbursed include, but not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the City Manager.

C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have L.A. “Skip” Bafalis and Jim Davenport, principals of CONTRACTOR’S services, in the performance of CONTRACTOR’S duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.
PART II - GENERAL PROVISIONS

A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: JAMES WILLIAMS
       CITY MANAGER
       CITY OF WINTER PARK
       401 SOUTH PARK AVENUE
       WINTER PARK, FL 32789

CONTRACTOR: ALCALDE & FAY, LTD.
             2111 WILSON BLVD., 8TH FLOOR
             ARLINGTON, VA 22201
             (703) 841-0626

D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. TERM OF AGREEMENT: This Agreement shall become effective on February 1, 2003 and shall terminate upon 30 day’s written notice by either party with or without cause.

F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the CONTRACTOR related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the CITY or the CONTRACTOR. Such public records may not be destroyed without the specific written approval of the Mayor. Upon request by the CITY, the CONTRACTOR shall promptly supply copies of said public records to the CITY. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.
H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the City of Winter Park. The cost of the mediator’s fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule a mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

I. ATTORNEY’S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney’s fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Orange County.

J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 30th day of January, 2003.

ATTEST:  

CITY OF WINTER PARK

By:

AGatha L. Backlund

WITNESSES:

ALCALDE AND FAY, LTD.

By: S. A. Bajali

James J. Alcald

James J. Alcald
subject

Amendment of the Purchasing Policy & Procedures Manual to include a local preference policy

motion | recommendation

Determine whether or not the Commission wants to adopt a local preference policy for incorporation into the Purchasing Policies & Procedures Manual.

background

The Purchasing Division was tasked with drafting a local preference policy. A total of six (6) local preference policies were reviewed from governmental agencies throughout Florida including City of Orlando, City of Palm Bay, City of Port St. Lucie, Collier County, Miami-Dade County, and Orange County.

The proposed local preference policy includes the following:

- Process for verifying “local business” status
- Process detailing local price match option for competitive bids within 5% of overall apparent low bid submitted by a non-local business.
- Process for assigning five (5) additional points for verified “local businesses” responding to Request for Proposals or Qualifications, during the short listing process.
- Exemptions

If adopted, this Local Preference Policy shall supersede Section 2.04(F) of the Purchasing Policy & Procedures Manual.

Local Preference Policy shall become effective fourteen (14) days after adoption. This will allow staff proper time to finalize current formal solicitations and adjust internal procedures accordingly.

alternatives | other considerations

No implementation of a local preference policy.
fiscal impact
N/A

long-term impact
N/A

strategic objective
Quality government services & financial security
subject

Discuss a potential policy that governs City Commission written communication.

motion | recommendation

N/A

background

There was a consensus at the April 23, 2012 meeting to discuss establishing a policy that governs City Commissioners emails and communications, especially those that go out in mass quantities.

fiscal impact

N/A

long-term impact

N/A

strategic objective

N/A
subject

Proposed Sustainability Advisory Board

motion | recommendation

To combine the Environmental Review and Keep Winter Park Beautiful boards and create a Sustainability Advisory Board.

If this is approved by the Commission, staff will bring back a revision of the citizen board ordinance to make the change official.

Background

In 2008, Mayor Strong and City Commission passed a resolution stating that the city shall take measurements to achieve the Florida Green Building Coalition’s Green Local Government certification. In 2011, the city achieved the certification at the Gold level. Both the city’s Environmental Review board and Keep Winter Park Beautiful board have embraced the concept of sustainability while striving to achieve the Green Local Government certification at the Platinum level, which is the highest level of the certification. Both boards share the city’s Sustainability Coordinator as staff liaison.

During 2012, both boards began working together, holding several meetings in effort to plan for an event to celebrate Earth Day. The purpose of the event was to raise awareness of what the city has done to date to become more sustainable while also encouraging Winter Park residents, businesses, and schools to work together on making Winter Park more sustainable. Planning for the event has provided both boards with the opportunity to develop synergies with each other as well as other local businesses, schools, and Rollins College. To date, the City of Winter Park and Rollins College are co-presenting “Earth Day in the Park” on April 21 in Central Park along with the “Synergy of Sustainability: Campus and Community” to be held on April 16.

It is proposed that the city’s Environmental Review Board and the Keep Winter Park Beautiful Board shall be combined into one citizen advisory board. The name of that board shall be the Sustainability Advisory Board. The affiliation with Keep America Beautiful shall continue through Keep Winter Park Beautiful. The Sustainability Advisory Board would assist in issues related to the city’s Sustainability Program. Keep Winter Park Beautiful will be a component of the Sustainability Program, acting as a bridge between the city’s internal operations and the rest of the community. The city’s Sustainability Coordinator would be the staff liaison to the board.
Sustainability Advisory Board Duties

The Board shall advise the city staff and elected officials in the following ways:

1. Monitor and review present environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.
2. Assist the city staff and elected officials to develop and establish goals and priorities for future environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.
3. Advise the city staff and elected officials on practical methods and programs to reach their goals for future environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.
4. Serve as an information resource for the city staff and elected officials. Receive reports on environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.
5. Maintain regular communication with the city staff and elected officials regarding Board activities and recommendations.

(See Attached Memo)

alternatives | other considerations

Not combining the two boards.

fiscal impact

Reduction in Board expenses ($1,500 per year)

long-term impact

Having one board dedicated to development of sustainability action plan and Green Local Government certification and issues effecting certification and overall sustainability of the city.

strategic objective

Quality Environment and Quality Government Services
MEMORANDUM

TO: MICHELLE DEL VALLE
   ASST. CITY MANAGER

FROM: TIM MASLOW

THRU: TROY ATTAWAY

DATE: MAY 7, 2012

SUBJECT: SUSTAINABILITY ADVISORY BOARD

History

In 2008, Mayor Strong and City Commission passed a resolution stating that the city shall take measurements to achieve the Florida Green Building Coalition’s Green Local Government certification. In 2011, the city achieved the certification at the Gold level. Both the city’s Environmental Review board and Keep Winter Park Beautiful board have embraced the concept of sustainability while thriving to achieve the Green Local Government certification at the Platinum level, which is the highest level of the certification. Both boards share the city’s Sustainability Coordinator as staff liaison.

During 2012, the City decided to hold an expanded Earth Day celebration. The purpose of the event was to raise awareness of what the city has done to date to become more sustainable while also encouraging Winter Park residents, businesses, and schools to work together on making Winter Park more sustainable. In planning the event, both boards saw the opportunity to develop synergies with each other as well as other local businesses, schools, and Rollins College.

Proposal

Since the Boards share a parallel track in promoting sustainability in Winter Park, it is proposed that the city’s Environmental Review Board and the Keep Winter Park Beautiful Board shall be combined into one citizen advisory board. This will allow a more efficient use of city resources as well as utilizing the talents of both Boards’ members for this common goal. The name of that board shall be the Sustainability Advisory Board. The affiliation with Keep America Beautiful shall continue through Keep Winter Park Beautiful.

Given the members terms that are ending in 2012, the Board would consist of thirteen (13) members, (with no additional appointees). The membership would be reduced to nine (9) members as proposed through attrition.

The Sustainability Advisory Board would assist in issues related to the city’s Sustainability Program. Keep Winter Park Beautiful will be a component of the Sustainability Program, acting as a bridge between the city’s internal operations and the rest of the community. The city’s Sustainability Coordinator would be the staff liaison to the board.
SUSTAINABILITY ADVISORY BOARD DUTIES

The Board shall advise the city staff and elected officials in the following ways:

1. Monitor and review present environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.

2. Assist the city staff and elected officials to develop and establish goals and priorities for future environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.

3. Advise the city staff and elected officials on practical methods and programs to reach their goals for future environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.

4. Serve as an information resource for the city staff and elected officials. Receive reports on environmental assessment, waste reduction and recycling, renewable energy and energy efficiency, water conservation, green building and neighborhood design, and local food production.

5. Maintain regular communication with the city staff and elected officials regarding Board activities and recommendations.

ORGANIZATION AND STRUCTURE OF THE BOARD

SECTION I  MEMBERSHIP-

The Board shall be composed of nine members nominated by the Mayor and ratified by the City Commission.

SECTION II TERM

Each member shall serve for a term of three (3) years and may be reappointed for no more than two (2) consecutive terms, beginning June 1 of each year, unless filling the remaining unexpired term of a vacated seat.

SECTION III ORGANIZATION

A. OFFICERS - the officers of the Board shall be Chairman and Vice-Chairman. The nomination and election of Chairman and Vice-Chairman are to be made during the June meeting of every year.

1. Chairman – The Chairman shall preside over all meetings of the Board, decide all points of order and procedure at such meetings, unless otherwise directed by a majority of the members of the Board, and perform any duties customary to the office.
2. Vice-Chairman – The vice-chairman shall act in the place of the Chairman, in the event of his/hers absence, resignation, or removal, and perform any duties customary to the office.

B. EXECUTIVE DIRECTOR/STAFF LIAISON – the Executive Director/Staff Liaison shall be the managing officer of the Board. He/She shall perform the duties usually performed by the business manager of a non-profit organization and Treasurer while acting as the liaison to the City of Winter Park.

C. ADDITIONAL DUTIES – The Officers shall perform such other duties and functions as may, from time to time, be assigned by the Board.

D. SELECTION OF OFFICERS/TERM OF OFFICE – Nomination and election of Officers of the Board shall be made by a majority of the members attending the June meeting. Officers shall serve for a term of one year and may be reelected.

SECTION II SPECIAL MEETINGS/EVENTS

A. Special meetings may be called by the Chairman, Executive Director/Staff Liaison, Mayor, or City Commission, when necessary to act upon matters.

SECTION III QUORUM – A quorum shall consist of one-half plus one of the membership. If a quorum is not in place within fifteen minutes of the meeting’s start time then the entire meeting shall be rescheduled. Members may participate in the meeting through other outlets, such as telephone and internet related communication, however, members choosing to participate in this manner will not count towards reaching a quorum and may not vote during that particular meeting.

ARTICLE V.

FINANCES

Section I. Funding: The Sustainability Advisory Board is responsible for the appropriations and disbursements of the operational funds for Keep Winter Park Beautiful. The Board will go through an annual budget review. The Board shall oversee fundraising efforts, donations, and other proceeds generated under the City of Winter Park financial governing regulations in the name of Keep Winter Park Beautiful.

Section II. The Executive Director/Staff Liaison shall submit for payment of all invoices for KWPB. The Public Works Department will issue a request for payment to purchase supplies, promotional items and approved Board expenditures for KWPB.

Section III. All KWPB financial expenditures of and over $1,000 shall be supported by a majority vote from the Board.
## 2011 Keep Winter Park Beautiful
### Roster

**Term:** 3 years

<table>
<thead>
<tr>
<th>Vacant</th>
<th>Term</th>
<th>Office</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Myriam Garzon Greenberg</td>
<td>2009-2012</td>
<td>495 Lakewood Dr</td>
<td>407-539-0951</td>
<td><a href="mailto:mpgarzon@aol.com">mpgarzon@aol.com</a></td>
</tr>
<tr>
<td>Martha McHenry</td>
<td>2010-2013</td>
<td>530 Clarendon Ave</td>
<td>407-415-8461(home)</td>
<td><a href="mailto:marthamchenryfl@aol.com">marthamchenryfl@aol.com</a></td>
</tr>
<tr>
<td>John Rife III</td>
<td>2011-2014</td>
<td>1650 Pine Ave</td>
<td>407-529-9717</td>
<td><a href="mailto:johnrife@gmail.com">johnrife@gmail.com</a></td>
</tr>
<tr>
<td>Kimberly Roberts</td>
<td>2011-2014</td>
<td>1411 Hibiscus Ave</td>
<td>407-628--4947</td>
<td><a href="mailto:kroberts.florida@yahoo.com">kroberts.florida@yahoo.com</a></td>
</tr>
<tr>
<td>Lucy Roberts</td>
<td>2011-2014</td>
<td>1310 Temple Grove Ct</td>
<td>407-587-9924</td>
<td><a href="mailto:Robertslucy2001@yahoo.com">Robertslucy2001@yahoo.com</a></td>
</tr>
<tr>
<td>Julia Tensfeldt</td>
<td>2010-2013</td>
<td>1700 Diana Dr</td>
<td>407-599-2249</td>
<td><a href="mailto:julia@cfrr.com">julia@cfrr.com</a></td>
</tr>
<tr>
<td>Barbara Chandler</td>
<td>2011-2014</td>
<td>1054 Azalea Ln</td>
<td>321-594-3922</td>
<td><a href="mailto:gobcms@aol.com">gobcms@aol.com</a></td>
</tr>
<tr>
<td>Lauren Bradley</td>
<td>2011-2014</td>
<td>780 Williams Drive</td>
<td>407-694-2604</td>
<td><a href="mailto:lbradley@rollins.edu">lbradley@rollins.edu</a></td>
</tr>
<tr>
<td>Kelda Senior</td>
<td>2011-2014</td>
<td>2367 Nautical Way, Unit 209</td>
<td>904-703-1578</td>
<td><a href="mailto:keldasenior@gmail.com">keldasenior@gmail.com</a></td>
</tr>
<tr>
<td>Kelly Olinger</td>
<td>2011-2014</td>
<td></td>
<td></td>
<td><a href="mailto:kolinger@hgvc.com">kolinger@hgvc.com</a></td>
</tr>
<tr>
<td>NAME</td>
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<tr>
<td>Mary Dipboye</td>
<td>2011-2014</td>
<td>938 Golfside Dr., 32792</td>
<td>407/340-9680</td>
<td><a href="mailto:mdpboye@yahoo.com">mdpboye@yahoo.com</a></td>
</tr>
<tr>
<td>Agatha Frances</td>
<td>2009-2012</td>
<td>891 Carver St</td>
<td>407/782-8256 (cell)</td>
<td><a href="mailto:agatha.frances@yahoo.com">agatha.frances@yahoo.com</a></td>
</tr>
<tr>
<td>Sue Foreman</td>
<td>2009-2012</td>
<td>1941 Summerland Ave</td>
<td>407/342-3242 (cell)</td>
<td><a href="mailto:sueforeman@mac.com">sueforeman@mac.com</a></td>
</tr>
<tr>
<td>Laura Gimpelson</td>
<td>2011-2012</td>
<td>1905 Onaka Dr.</td>
<td>407-849-0293</td>
<td><a href="mailto:lg_environmental@bellsouth.net">lg_environmental@bellsouth.net</a></td>
</tr>
<tr>
<td>David Hayes</td>
<td>2009-2012</td>
<td>2260 Temple Dr.</td>
<td>407/622-7690</td>
<td><a href="mailto:dvhayes@aol.com">dvhayes@aol.com</a></td>
</tr>
<tr>
<td>Brad James -</td>
<td>2010-2013</td>
<td>416 Balmoral Rd</td>
<td>407-951-6271</td>
<td><a href="mailto:bjer79@gmail.com">bjer79@gmail.com</a></td>
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<tr>
<td>Stephen Pategas (Chair)</td>
<td>2008-2014</td>
<td>1425 Berkshire Ave</td>
<td>407-622-4885</td>
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<tr>
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<td>1411 Elizabeth Dr.</td>
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<td><a href="mailto:coastalenviro@aol.com">coastalenviro@aol.com</a>;</td>
</tr>
<tr>
<td>Robinson - alter.</td>
<td></td>
<td></td>
<td>407-921-7472 (cell)</td>
<td><a href="mailto:jrrobinson@masseyservices.com">jrrobinson@masseyservices.com</a></td>
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<td>Kent Tse</td>
<td>2009-2012</td>
<td>1600 Spruce Ave</td>
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<td><a href="mailto:mailpod88@gmail.com">mailpod88@gmail.com</a></td>
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<td>1791 Shiloh Ln.</td>
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<td><a href="mailto:laura.walda@gmail.com">laura.walda@gmail.com</a></td>
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<tr>
<td>City Staff</td>
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**ENVIRONMENTAL REVIEW BOARD CONTACT INFORMATION**

As of June 2011

**PHONE NUMBERS**

<table>
<thead>
<tr>
<th>NAME</th>
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<td>Green Building &amp;</td>
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<tr>
<td>Troy Attaway,</td>
<td>180 W. Lyman</td>
<td>407/599-3417-fax</td>
<td>407/599/3233</td>
<td><a href="mailto:tattaway@cityofwinterpark.org">tattaway@cityofwinterpark.org</a></td>
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<td>PW Director</td>
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<tr>
<td>Debbie Wilkerson</td>
<td>180 W. Lyman</td>
<td>407/599-3417-fax</td>
<td>407/599-3285</td>
<td><a href="mailto:dwilkerson@cityofwinterpark.org">dwilkerson@cityofwinterpark.org</a></td>
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subject

Residential Zoning Glitch & Improvement Ordinance

motion | recommendation

Approve Ordinance

summary

The Ordinance updates, improves and corrects glitches and makes improvements in our current single family zoning standards, incorporates necessary language related to recently enacted Pain Management Clinic Ordinance into the Zoning Code and provides an amendment to our Landscape Code which codifies prescriptive criteria for parking lot landscape buffers across the street from residential properties. The following documents provide background on the residential zoning changes along with a summary document of the changes and rationale for the changes is included.

board comments

On May 1, the Planning and Zoning Board held a public hearing on the ordinance and recommended adoption of the ordinance by a unanimous vote of 6-0.

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

SECTION 1. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified by amending Section 58-65 “Lakefront (R-1AAA) District” Subsection (f) to read as follows:

Sec. 58-65. R-1AAA lakefront district.

(f) Site and building improvement regulations.

(2) Impervious lot or site coverage.

b. Buildings, accessory structures, patios, decks, drives and other impervious surfaces shall not cover more than 50 percent of the total land area of the lot and at least 50 percent of the front yard area must consist of pervious surfaces with landscaping material. In any area of the front yard hard surfaces such as concrete, asphalt, brick, pavers or similar materials and driveways with stone or gravel may cover a maximum of 50 percent of the front yard area. Mulch drives are prohibited. The front yard area includes that area between the front lot line and the front wall(s) or front porch of the home. One story homes may utilize a maximum impervious coverage of 60 percent.

(5) Front yard setbacks.

e. See Section 58-71(i)(3) for provisions on garages and carports.
(6) **Side yard setbacks**

e. **One or Two story homes on lots over 60 feet and up to 100-110 feet in width which have a first floor side wall height of 11 feet or less measured from the natural grade to the top of the roof sheathing may utilize a side setback of 10 feet to the first floor wall. To utilize this setback allowance homes with a gable end side wall must limit the gable end width to 24 feet and the roof height to 24 feet. The side wall height of a gable end wall is measured from pre-construction existing grade to plate height or to a point twelve (12) feet below the gable roof ridge whichever is a lower in elevation. One story homes with a flat roof may utilize a side setback of 10 feet when the maximum height of the roof is 13 feet.**

f. **Special side setback option for narrow lots (65 feet wide or less) with rear parking areas or garages:** Provide a side setback of 11 feet on one side to allow driveway access and provide a minimum setback of 7.6 feet on the other side with a side wall height limit of 11 feet measured from existing grade to the top of the roof sheathing and a second floor setback of 10 feet. The driveway may utilize a side setback of one foot subject to not diverting drainage onto the neighboring property. The maximum allowed floor area ratio is permitted when using this option.

i. Lot width is measured at the front building line across the lot. The building line is located at the required front setback for vacant home sites or properties being redeveloped and at the front building wall closest to the street of the existing homes. If an existing home has an open front porch or carport encroaching into the established front setback as determined above in paragraph (5), then the building line shall be determined to be located 5 feet behind the front support columns of the porch or carport. For unusual shaped lots such as pie shaped lots that have a reducing or increasing width toward the rear of the lot, an average lot width may be utilized as measured between the front setback line and the required rear setback line. In addition, the lot width shall be determined by the building director for other unusual lot configurations.

(7) **Rear yard setbacks.** The rear setback shall be 25 feet to a one-story structure and 35 feet to the two-story portion of any building. The rear setback may be reduced to 25 feet from 35 feet for two-story components when those consist of a second story loft or mezzanine that is within the normal scale and height (not to exceed 18 feet) of a typical one-story structure.

The rear setback may be reduced to ten feet when the rear yard of the residential property abuts non-residentially zoned property or property zoned R-3 or R-4, State of Florida railroad property or a permanent storm water retention area over 25 feet in width.

(8) **Side wall articulation.** Each side wall shall provide architectural articulation by stepping the wall plane in or out by at least 2 feet when the side wall plane and side roof line extend more than 36 feet along the side lot line. The articulation must be provided on one story walls, on both floors for two story high walls homes, and on the first floor of two story homes where the second floor is set back from the first floor by at least two feet and include roof articulation, and on the wall nearest to the side lot line of other homes by providing a minimum inset or projection for the height of the wall. The inset or projection must extend a
distance of at least 6 feet along the side property line and may continue for another 36 feet of wall length before repeating the articulation. Projections designed to accomplish this articulation requirement must meet the required side setback. For lots less than 80 feet in width, the minimum inset or projection is 2 feet. For lots over 80 feet in width, the minimum inset or projection is 3 feet. Other architectural features that project, such as bay windows, chimneys or imitation chimneys up to 8 feet wide may be utilized if they meet the criteria and do not extend up to two (2) feet into the required side setback except where the permitted side setback is 6 feet. Both side walls of the home must meet the articulation criteria. [Redundant provision removed]

Alternate allowances for articulation:

a. For existing homes without articulation which have a side wall length of 48 feet or less, extending the existing side wall without articulation is permitted for a maximum additional distance of twelve (12) feet for one story homes.

b. A one story side entry garage set back at least 24 feet from the side lot line with entry door(s) recessed at least 8 inches from the plane of the garage wall that faces the side lot line.

c. Glazed openings covering over 25% of the side wall that provide relief in the mass of the wall area by recessing the plane of the glazed surface by at least 2 inches from the wall plane and with a maximum side wall length of 48 feet.

d. An open or screened porch having one side in line with the side wall plane or within 2 feet the side wall plane at the rear of a one story home with roof line articulation when the wall plane changes.

e. Articulation breaks of 12 inches in lieu of 2 feet including the roof line, combined with the use of contrasting materials with a minimum 3 inch depth, such as brick, stone, siding or similar materials that provide relief in the mass of the wall.

(9) Special setback situations.

a. Special setbacks exist for corner lots and through lots that may impose more restrictive setbacks for principal and accessory structures, garages, swimming pools and other improvements. See Section 58-71(h)(i).

(10) Privacy view protection: For two story homes on corner lots with a side yard adjacent to an existing one story home, an additional second floor setback of 5 feet in the rear half of lot must be provided. Balconies overlooking the adjacent one story home shall be non-functional with no access from the new home. The requirements of this subsection may be omitted with a letter of approval from the adjacent property owner, subject to providing an additional landscaping buffer to act as a privacy barrier. Details of the proposed landscaping barrier must be presented and approved during the building permit review of the plans.

SECTION 2. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified by amending Section 58-66 “R-1AA and R-1A districts” Subsection (f) to read as follows:

Sec. 58-66. R-1AA and R-1A districts.
(f) Site and building improvement regulations.

[Municode note: Insert here, the site and building improvement regulations which are amended in Section 1 which are the same as amended in the Lakefront (R-1AAA) District under Section 58-65(f). The codified version shall include all amended text and previous diagrams remain unchanged.]

SECTION 3. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified by amending Section 58-70 “Planned unit residential development (PURD) district” to amend subsection (e) to read as follows:

(a) Approved development plan standards for approved PURD’s. Except as shown below, the applicable zoning standards (based on the comprehensive plan) shall apply for all principal and accessory structures. See Section 58-71 “General provisions for residential zoning districts” for applicable standards for corner lots, accessory structures, fences, and other miscellaneous criteria not included within the PURD development standards. In addition, for Waterbridge and Windsong subdivisions, the development standards of Section 58-65 Lakefront (R-1AAA) District, subsection (f)(8) “Side wall articulation” shall be applied and other development standards of Section 58-65(f) may be utilized in lieu of the Waterbridge of Windsong development standards if used exclusively without mixing the two sets of development standards within one property. However, the Windsong Subdivision standards shall apply for lot types “A,” “B,” and “C,” exclusively. The building heights in Section 58-65(f)(2) shall apply in all PURD’s, and the impervious coverage criteria of Section 58-65(f)(2) shall apply to single family home lots in Waterbridge Subdivision, applied except where the approved Windsong and Waterbridge development standards contain more restrictive requirements.

SECTION 4. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended by amending Section 58-71 “General provisions for residential districts” subsections (c)(1), (h)(2), and (i)(2)b, & d and adding a new paragraph (n) to read as follows:


(c) Architectural towers, spires, chimneys, or other architectural appendages, etc.
(1) Any architectural tower, spire, chimney, flag pole or other architectural appendage to a building shall conform to that districts height limit. However, when necessary to meet the building code requirements, chimneys may exceed the height by that minimum required distance. One flag pole may be placed on a residential lot or parcel subject to a height limit of five (5) feet less than the permitted building height and located in front of the home up to ten (10) feet into the front setback and not within the required side and rear yard setbacks established for the subject property.

(h) Corner lot and other residential setbacks.

(2) Corner lot. In case of corner lots, the side yard setback toward the street shall be 15 feet on lots where the front of the lot has a width at the building line of 65 feet or less. On
corner lots where the front of the lot has a width at the building line of more than 65 feet to 75 feet, a setback of 20 feet to the first floor and 22.5 feet to the second floor shall be provided on the street side yard. A setback of 25 feet shall be provided on corner lots over 75 feet in width, and the rear yard setback may be reduced by five (5) feet on each floor. As an alternative, corner lots over 75 feet in width may utilize a side yard setback toward the street of 20 feet when the rear setbacks of 25 feet and 35 feet are provided to the first and second floors walls. These special corner lot setbacks are applicable within the R-1AAA, R-1AA and R-1A districts and within single family areas of planned unit residential districts (PURD). The street side yard setback for lots over 65 feet in width for lots in the R-2 district shall be twenty (20) feet. Accessory buildings (structures), swimming pools, spas and tennis courts shall also be set back according to these setbacks. The 22.5 and 25 foot side yard setbacks shall not apply to properties in the R-3, and R-4 districts.

(i) Accessory buildings, structures and uses in residential zones.

(2)

b. Air-conditioning equipment, swimming pool equipment and electric generators shall not be located in any front yard or side yard with street frontage unless totally shielded from view from the street by shrubbery or walls and fences otherwise complying with the zoning code. Air-conditioning equipment may be located up to ten feet from a rear lot line as long as they are adjacent to the accessory structure or principal structure. Air-conditioning compressors and electric generators shall not be located in any side yard or within ten feet from the rear lot line except that they may be permitted six feet from a side or rear property line if written permission is granted by the adjacent property owner. In addition, for lots over 75 feet in width air conditioning compressors and electric generators may be located 10 feet from the side lot line. Any air-conditioning equipment placed on a roof must be screened from view from surrounding properties and from public streets.

d. Accessory buildings in rear yards. The exterior walls of accessory buildings shall not exceed 10.5 feet in height measured from natural grade to the roof sheathing surface unless placed at the same setback as required for the principal building. Additionally, accessory buildings located less than ten feet from an interior side lot line must have a sloped or flat roof, e.g., the side wall adjacent to the lot line cannot be a gable end wall. Accessory buildings greater than 550-600 square feet (including garages) must comply with building setbacks of the principal building, except a garage with a maximum area of 820 square feet which meets the requirements of this section may be located ten feet from the rear lot line and must meet the required side setback of the home. A rear garage utilizing the setbacks in this section must be located in the rear third of the lot depth. All accessory buildings exceeding 320 square feet in size shall comply with the setback requirements of the principal building, except that a garage not exceeding 550-600 square feet may be located five feet from the interior side lot line and ten feet from the rear lot line. Additionally, private garages (attached or detached) shall be limited in size to no greater than 50 percent of the living area of the dwelling.

(3) Garages and carports for single-family dwellings on any lot and or two-family dwellings on lots over 65 feet wide:
a. Front-facing garages must meet one of the following design standards:

1. The front wall of the garage must be located at least 2 feet behind or at least 2 feet in front of the main wall of the home with a maximum of two doors no greater than 9 feet wide with the garage door face recessed at least 6 inches from the plane of garage wall. For an existing home undergoing a remodel or enclosing a carport one garage door may be permitted up to 18 feet wide with architectural design features integrated into the door.

2. The garage wall face must be set back at least four feet behind the front building wall.

3. The garage must have a side entry or be located at the rear of the property behind the main dwelling.

be set back at least four feet behind the front building wall. Open carports must be located at least 2 feet behind or at least 2 feet in front of the main house wall. In cases where the front setback is permitted to be less than 20 feet, the minimum front setback to the garage or carport opening shall be at least 20 feet after complying with one of the design standards in this section, the four-foot minimum step back behind the front building wall. The depth of the open porch cannot be included in the required four-foot garage setback. Alternate methods to accomplish the step back shall be reviewed on a case-by-case basis. In addition, no front facing garages on the front half of the lot shall have doors exceeding 10 feet in height.

(n) Walls and fences.

(7) Existing nonconforming walls or fences on corner lots located within a required setback may be repaired or replaced subject to verification that the new wall or fence does create a traffic visibility obstruction, is not closer that five (5) feet to a street side property line and is constructed of a material permitted by this section. In addition, where a hedge or landscaping material was required as a screening buffer due to a variance or a condition of a permit, the hedge or landscaping material shall be maintained and irrigated to ensure continued viability.

SECTION 4. That Chapter 58 “Land Development Code”, Article III "Zoning" of the Code of Ordinances is hereby amended and modified as follows:

Section 58-78(b) is amended to add under Permitted Uses, new paragraph 13, Pain Management Clinics.

Section 58-86(b) is amended to add under “Specific Requirements,” new paragraph 28 to read: Pain Management Clinics: one parking space for each 100 square foot of gross floor space in the building.

Section 58-95 is amended by adding a new definition “Pain Management Clinic”, as follows:

Pain Management Clinic means any privately-owned clinic, facility or office, whatever its title, including but not limited to a “wellness center”, “urgent care facility”, or “detox center,” which has at least one of the following characteristics:
1. Where a physician practices who issues prescriptions for a Dangerous Drug to more than twenty (20) patients in a single day;

2. It holds itself out through a sign or advertising in any medium as being in business to prescribe or dispense pain medication, whether for Acute Pain or Chronic Pain;

3. It holds itself out through a sign or advertising in any medium as being in business to provide services for the treatment or management of pain and where the services are also accompanied with the prescription or dispensing of a Dangerous Drug for the treatment of pain, whether Acute Pain or Chronic Pain; or

4. It meets the definition of Pain Management Clinic in Section 458.3265, Florida Statutes, as may be amended from time to time, or is registered as a Pain Management Clinic with the State.

Exceptions. There is an affirmative defense that a business is not a Pain Management Clinic if it has at least one of the following characteristics:

1. Licensed as a hospital or other licensed facility pursuant to Chapter 395, Florida Statutes, as may be amended;

2. The majority of the physicians who provide services in the clinic primarily provide surgical services;

3. Affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows;

4. Does not prescribe or dispense controlled substance for the treatment of pain; or

5. Operated for the sole purpose of service a governmental entity.

SECTION 5. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified as follows:

Section 58-86 “Off-Street Parking and Loading Regulations” (c) is amended by renumbering (4) Bicycle parking to (5) and adding a new paragraph as follows:

(4) Driveways serving as access to parking areas or other areas accessed from streets: Vehicular access to parking areas or other areas being accessed by motorized vehicles from a public or approved private street is not permitted unless an approved driveway apron is constructed in the public right of way from the abutting street to the adjacent property after obtaining the required permit and meeting all requirements and standards of the Public Works Department.
SECTION 6. That Chapter 58 “Land Development Code”, Article V “Environmental regulations of Code of Ordinances is hereby amended as follows:

In Section 58-333 “General criteria for all properties” amend paragraph (i) to read as follows:

(i) Deviations due to topography, building layout, or other special circumstances may be granted by the building official, the planning and zoning board, or the City Commission on a case-by-case basis subject to meeting the intent of the landscape regulations.

In Section 58-336 “Non-residential and multifamily properties” renumber existing paragraph (e)(2) to (e)(2)(a) and add a new paragraph (e)(2)(b) to read as follows:

b.) Special landscape and wall buffer requirements for vehicle use areas across the street from residential areas.

The development of parking lots or vehicle use areas on properties fronting on streets directly across from residential properties must be developed with a landscape buffer so as to be in harmony with the existing residential properties. In order to accomplish this, the following mandatory design criteria for this landscape buffer is required:

A minimum ten (10’) foot setback from the property line to such parking lot or vehicle use area must be provided from the street front property line across the street from the residential properties, and a five (5’) high stucco masonry wall with a neutral color must be provided at this ten (10’) foot setback with six (6’) columns placed every twenty to thirty (20 - 30’) feet along the length of the wall. Staggering the wall to provide articulation at setbacks greater than ten (10’) is permitted.

Within the required ten (10’) foot setback, a landscape buffer shall be provided which shall consist of minimum of seven gallon plantings spaced every (30) inches of podocarpus, viburnum or Florida anise planting so as to create a hedge along with with a minimum of 65 gallon ligustrum, japanese bluberry or magnolia trees spaced every thirty (30) feet apart among the hedge. In addition, the exterior landscape area shall have one gallon groundcover spaced 18 inches apart of either asian jasmine, ground mound lantana or yellow bulbine. As a future substitute for the hedges the exterior face of the wall may be planted with wandering fig in order to create a “green wall” within two years from the time of planting, with the hedging material planted simultaneously to provide a buffer until the vine has substantially covered the wall after which the hedging material may be removed. An in-ground irrigation system shall be provided in order to ensure that all planting materials will grow and thrive.

Solid waste containers, trash containers, storage enclosures or any other structures shall not be constructed or placed in locations that are visible to the residential properties on the opposite side of the street.

In Section 58-336 “Non-residential and multifamily properties” amend paragraph (j) to read as follows:
(j) **Solid waste storage areas.** All solid waste refuse facilities shall be screened on three sides by a solid wall with opaque gates and a hedge maintained at a six-foot height in a minimum four-foot wide planting area clear of wall footers. A vine maintained at a six-foot height in a minimum two-foot wide planting area clear of wall footers may be substituted for a hedge. The wall shall be a minimum of six feet in height using architectural design, materials, and colors that are consistent with those of the primary structure. Smaller planting areas around the container or alternate methods to accomplish the goal of an attractive enclosure may be authorized in existing parking lots and new projects with limited space.

**SECTION 7.** All ordinances or portions or ordinances in conflict herewith are hereby repealed.

**SECTION 8.** This ordinance shall become effective immediately upon adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ___ day of ________, 2012.

______________________________  Mayor Kenneth W. Bradley

ATTEST:

______________________________  City Clerk Cynthia S. Bonham
SUMMARY OF RESIDENTIAL ZONING CHANGES

4/27/12

1. Special setback for smaller homes with less side wall height. Currently only 2 story homes with shorter side wall heights (11’ or less) can utilize a 10’ side setback to first floor wall.

   Change to allow one story homes & lots up to 110’ in width, and allow one story homes with a flat roof up to 13’ in height to utilize the 10’ side setback.

   Rationale: Allows smaller side setback for reduced height side walls & one story homes with less overall mass.

2. Provide more favorable side setback on one side of homes with garages in the rear to allow adequate drive width on the opposite side for narrow lots, 65’ or less in width.

   Change to allow a 6 foot side setback on the non-driveway side of the home & allow second floor setback of 10’.

   Rationale: Provide incentive to give adequate room to place parking toward the rear of the property on narrow lots while allowing adequate buildable area on the lot.

3. Provide methodology to measure the lot width on unusual shaped lots such as pie shaped lots by utilizing an average lot width.

   Change to allow utilizing an average lot width.

   Rationale: Provides fair method to determine the lot width on non-rectangular lots that provides a proportionally accurate way to calculate the required side setback.

4. Allow reducing rear setback to 10’ for properties that back up to the railroad & non-residential property. Currently, this requirement is in place for homes that back up to non-residentially zoned properties only.

   Rationale: The current code required setbacks of 25’ to the first floor and 35’ to the second floor need not apply if the residence is not backing up to another residential property.

5. Side wall articulation. Unify the articulation requirement to 2 feet for all lot widths instead of requiring 3 feet for lots 80 feet wide and allow various alternate methods that accomplish architecturally breaking up the side wall of the home.

   Rationale: Having various options gives more flexibility in the home design, and one of the alternates addresses how existing homes undergoing remodeling may achieve articulation without requiring a variance.

6. Remove “privacy view protection” provision.

   Rationale: This provision was found to be unneeded, not practical to enforce, and the new wider side setbacks address this concern without having this additional regulation.
7. Clarify the allowance to use the single family zoning standards within Windsong and Waterbridge subdivisions.
   **Rationale:** Currently, use of the new standards are permitted except where the Planned Development standards are more restrictive. The change allows use of the standards but only if used exclusively for the subject property without mixing provisions. New residents, designers and builders have found them useful on certain properties.

8. Adjust corner lot setback provision to allow an alternate 20’ street side setback instead of 25’ when using the normal required rear setbacks of 25’ to the first floor and 35’ to the second floor.
   **Rationale:** Previous zoning standards allowed the 20 foot setback, and this allows greater design flexibility that may be needed due to the lot width by allowing either option.

9. Allow a unified 10’ side setback to air conditioning equipment and generators on lots over 75 feet wide.
   **Rationale:** The new zoning standards unintentionally removed this ability with the wider side setback requirements.

10. Allow greater design flexibility and options for front facing garages.
    **Rationale:** Designers have shown various ways to minimize the impact of a front facing garage, and an alternate mechanism needs to be in place to allow garage conversions or additions onto existing homes without requiring a variance.

11. Allow certain nonconforming walls or fences on corner lots to be repaired or replaced under certain conditions.
    **Rationale:** The rules on setbacks for corner lots have changed over time creating many non-conforming situations for fences and walls. The provision allows the owner a mechanism to replace the wall or fence without having to move it or obtain a variance.

12. Insert provisions into zoning code related to new Pain Management Clinic Ordinance.
    **Rationale:** The City Commission recently enacted a comprehensive pain management clinic ordinance modeled after Orange County’s Ordinance to be adopted in late June. Certain definitions, identification of the permitted zoning district and parking criteria needed to be added to the zoning code to fit with the Pain Management Clinic Ordinance.

13. Insert specific provisions into the landscape ordinance addressing landscape and wall buffer requirements for vehicle use areas across the street from residential areas.
    **Rationale:** Instead of continually referring to the landscape street front buffer at the YMCA, the needed criteria is inserted into the City’s landscape ordinance when similar buffer requirements are needed.
MEMORANDUM

TO: PLANNING & ZONING BOARD MEMBERS

FROM: GEORGE WIGGINS, DIRECTOR OF BLDG/CODE ENFORCEMENT

DATE: APRIL 23, 2012

SUBJECT: HISTORY OF RESIDENTIAL ZONING CODE CHANGES

IN THE SPRING OF 2009, THE CITY HELD A RESIDENTIAL ZONING WORKSHOP IN WHICH RESIDENTS, DESIGNERS AND BUILDERS MEET AT THE WELCOME CENTER FOR TWO DAYS AND DEVELOPED GUIDANCE STANDARDS GIVEN TO STAFF TO REVISE THE RULES USED TO CONSTRUCT DWELLINGS WHICH ADDRESS MASS OF BUILDINGS, SETBACKS, HEIGHT AND OTHER PARAMETERS TO ADDRESS REDUCING THE IMPACT OF NEW AND INFILL DEVELOPMENT IN NEIGHBORHOODS THROUGHOUT THE CITY. THE CONSULTANT, NORE WINTER OF WINTER AND COMPANY, A PLANNING AND DESIGN FIRM FROM BOULDER, COLORADO, CONDUCTED THE WORKSHOP AND DELIVERED A WORK PRODUCT WITH RECOMMENDATIONS THAT RESULTED IN THE CURRENT ZONING CODE CRITERIA FOR SINGLE FAMILY CONSTRUCTION. MR. WINTER WAS KNOWN IN THE COMMUNITY FROM HAVING VISITED HERE SEVERAL TIMES AND GIVING PRESENTATIONS ON RESIDENTIAL STANDARDS FOR INFILL DEVELOPMENT AND HISTORIC PRESERVATION. MORE INFORMATION CAN BE FOUND AT HTTP://WWW.WINTERANDCOMPANY.NET/

AFTER RECEIVING THE RESULTS OF THE RESIDENTIAL WORKSHOP, A SERIES OF ROUGH DRAFTS OF PROPOSED ZONING REGULATIONS WERE DEVELOPED AND MEETINGS WERE CONDUCTED WITH INTERESTED RESIDENTS, BUILDERS AND DESIGNERS OVER SEVERAL MONTHS. THE FIRST DRAFT SET OF STANDARDS WERE PREPARED BASED ON CREATING A SIDE SETBACK PLANE BEHIND WHICH A HOME COULD BE BUILT. THIS 45 DEGREE SETBACK PLANE WAS MODELED AFTER SEVERAL OTHER PREMIER TOWNS SUCH AS NAPLES, FLORIDA AND TOWNS IN SOUTHERN CALIFORNIA & OTHERS. THE CHALLENGE WITH THIS APPROACH IS THE COMPLEXITY AND DIFFICULTY IN ENFORCING THESE STANDARDS, THEREFORE THE PLANNING & ZONING BOARD DIRECTED STAFF TO COME BACK WITH A LESS DRASTIC APPROACH WHILE WORKING WITH RESIDENTS, BUILDERS AND DESIGNERS ACTIVE IN THE COMMUNITY.

AFTER A FEW MONTHS OF FURTHER WORK AND MEETING WITH INTERESTED PARTIES, A NEW VERSION WAS BROUGHT BACK TO THE PLANNING BOARD WHICH PROVIDES A BALANCED APPROACH TO DEAL WITH BUILDING MASS BY SETTING UP SIDE SETBACK REQUIREMENTS BASED ON A PERCENTAGE OF LOT WIDTH, SPECIAL INCENTIVES FOR ONE STORY ONLY HOMES, AND MANY OTHER FEATURES THAT DEAL WITH BUILDING HEIGHT, COVERAGE AND SIMILAR STANDARDS. WITH AGREEMENT BY THE DESIGN COMMUNITY AND RESIDENTS, THE PLANNING BOARD ADOPTED THE STANDARDS WHICH HAVE BEEN IN EFFECT FOR OVER TWO YEARS. WE FEEL THEY HAVE WORKED; HOWEVER, AS WITH ANY MAJOR NEW SET OF STANDARDS VARIOUS GLITCH CHANGES AND IMPROVEMENTS HAVE BEEN IDENTIFIED AND ARE INCLUDED IN THE PROPOSED ORDINANCE.
subject

Ordinance adjusting taxi cab rates to match City of Orlando

motion | recommendation

Approve ordinance

summary

On April 23, 2012, the City of Orlando adjusted taxicab rates which are in effect throughout the central Florida area. Winter Park is the only other local government that also regulates vehicles for hire taxicab rates. Last year on July 11, 2011, the City adopted a resolution allowing a fuel surcharge on taxi fares in line with the City of Orlando. This surcharge expired on March 31, 2012. The proposed ordinance enacts a rate increase of 9% which is identical to the City of Orlando, and represents an effective rate increase of 5% after factoring in the fuel surcharge that recently expired. Although Winter Park taxicab rates have been separately adopted, they have matched the rates established by Orlando since 1960.

In order to streamline this rate change process, the proposed ordinance establishes a mechanism whereby the City Commission may set taxicab rates by resolution (instead of by ordinance) or by recognizing Orlando’s vehicle for hire rate adjustment process based on an Analysis of Meter Rates and Comparison to Other Cities performed by the Orlando Vehicle for Hire Administrator and approved by the Orlando City Council.

board comments

Not applicable.
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO TAXICABS; AMENDING SECTION 110-107 OF THE CODE OF ORDINANCIES OF THE CITY OF WINTER PARK TO ALLOW AN INCREASE IN TAXICAB RATES; AND TO ALLOW ADJUSTMENT OF RATES THROUGH A RESOLUTION OR THROUGH THE RATE DETERMINATION PROCESS ENACTED IN THE CITY OR ORLANDO; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the rates charged by taxicabs operating within the City of Winter Park are regulated pursuant to Chapter 110, Article III of the code of Ordinances, and the rates are prescribed in Section 110-107 of the Code of Ordinances; and

WHEREAS, the City of Winter Park, Florida has been requested by its taxicab operations to allow for an increase in taxicab rates, to help defray additional operational and insurance costs

WHEREAS, the City of Winter Park, Florida has in the past recognized the taxicab rate in effect in the City of Orlando which have established taxicab rates for vehicles for hire in the greater Orlando area for many years,

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

SECTION 1. Section 110-107(1)a&b of the Code of Ordinances of the City of Winter Park is hereby amended and Section 110-107(4) is added to read as follows:

Sec. 110-107. Rates

Taxicab rates shall be as follows:

(1) All rate charges or fees for the use of taxicabs using meters shall be determined by a meter rate, hourly rate or special trip rate, as follows and by no other method:

   a. Meter rate shall be $2.2040 for the first one-quarter of a mile or fraction thereof and $0.25 for each additional one-eighth of a mile or fraction thereof and $0.5560 for each additional one-quarter of a mile or fraction thereof.

   b. Waiting time for the first 80 seconds will be $2.2040 and $.5560 for each additional 80 seconds or fraction thereof.

(4) Subsequent taxicab rates shall be determined through a resolution of the City Commission or through the Vehicle for Hire Rate rate process as established by the city of Orlando which may be recognized as the taxicab rate for the city.
SECTION 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Winter, Florida.

SECTION 3. All ordinances or portions or ordinances in conflict herewith are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency, or other subsection, sentences, clauses or phrases under application shall not be affected thereby.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ___ day of ______, 2012.

______________________________
Mayor Kenneth W. Bradley

ATTEST:

______________________________
City Clerk, Cynthia Bonham
RESOLUTION NO. 2088-11

A RESOLUTION OF THE WINTER PARK CITY COMMISSION,
AMENDING RESOLUTION NO. 2013-08, PURSUANT TO THE
PROVISIONS OF SECTION 110-107 OF CHAPTER 110 OF THE
CODE OF THE CITY OF WINTER PARK, ESTABLISHING AN
EMERGENCY FUEL SURCHARGE FOR TAXICABS.

WHEREAS, the City Commission of the City of Winter Park has determined that it is in
the interest of the public health, safety, and welfare of the citizens of the City of Winter Park to
regulate taxicab rates; and

WHEREAS, the regulation of taxicab rates serves a substantial public purpose; and

WHEREAS, pursuant to the criteria in Section 110, the current taxicab rates were
established February 25, 2008 by Ordinance of the City Commission; and

WHEREAS, for the economic well-being of the taxicab industry, it is necessary and
appropriate that the taxicab rates include an emergency fuel surcharge to offset increased
taxicab fuel expenses; and

WHEREAS, according to industry experts, the average price of fuel in March, 2008 was
$3.30 per gallon; and

WHEREAS, the City Commission authorized an emergency fuel surcharge on August
25, 2008 when gas prices reached $3.838; and

WHEREAS, the cost of fuel nationwide has increased drastically and in April 2011, the
Consumer Price Index records the average price per gallon of gas at $3.863; and

WHEREAS, such surcharge is authorized by Section 110-107(3) of the Code of the City
of Winter Park.

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

SECTION 1.
(a) Pursuant to the provisions of Section 110-107(3) (Surcharges) of the Code of
Ordinance of Winter Park, Florida, the City Commission hereby establishes an emergency fuel
surcharge of $1.00 on all trips which initiate from or terminate at airports operated by the
Greater Orlando Aviation Authority and a surcharge of $.50 on all other trips.

(b) This fuel surcharge shall apply to taxicabs permitted pursuant to Section 110-121
(a) of the Winter Park City Code.

(c) This emergency surcharge shall be retained by the Driver and shall not be used
by the Taxicab Permit-Holder as a basis for an increase in the Driver’s lease rate.
SECTION 2.
This Resolution shall take effect immediately upon approval by the City Commission and will expire March 31, 2012 unless new rates are approved prior to that date. Additionally, on the date any new rates take effect or if the national average of fuel prices drops below $3.40 for two consecutive months this resolution shall expire.

Adopted by the Winter Park City Commission on the 11th day of July, 2011.

Attest: Kenneth W. Bradley, Mayor

Cynthia Bonham, City Clerk
RESOLUTION

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ORLANDO PURSUANT TO THE PROVISIONS OF SECTION 55.16(2) OF CHAPTER 55 OF THE CODE OF THE CITY OF ORLANDO TO ESTABLISH A TAXICAB RATE INCREASE.

WHEREAS, the Mayor and City Council of the City of Orlando have determined that it is in the interest of the public health, safety, and welfare of the citizens of the City of Orlando to regulate taxicab rates; and

WHEREAS, the regulation of taxicab rates serves a substantial public purpose; and

WHEREAS, for the economic well-being of the taxicab industry, it is necessary and appropriate that the taxicab rates currently in force be increased to offset growing taxicab expenses; and

WHEREAS, such regulation of rates is authorized by Section 55.16(2) of the Code of the City of Orlando;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORLANDO AS FOLLOWS:

SECTION 1. Pursuant to the provisions of 55.16(2) of the Code of the City of Orlando, Florida, the City Council hereby establishes a new taxicab rate of $2.40 for the first 1/4th mile or the first 80 seconds of waiting time, and $.60 for each additional 1/4 mile or 80 seconds waiting time thereafter.
SECTION 2. This Resolution shall take effect immediately upon approval by the City Council.

ADOPTED AND APPROVED BY THE CITY COUNCIL APRIL 23, 2012.

CITY OF ORLANDO, FLORIDA

Attest:                                      Mayor / Pro Tem

__________________________________________

Alana Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

______________________________, 2012.

__________________________________________

City Attorney
Orlando, Florida

Vehicle for Hire Resolution
April 9, 2012
Analysis of Meter Rates and Comparison to Other Cities

<table>
<thead>
<tr>
<th>Location</th>
<th>Drop Cost</th>
<th>Drop Increment (Mile)</th>
<th>Additional Increment</th>
<th>Cost Per Increment</th>
<th>Wait Time Increment</th>
<th>Wait Time Cost Per Hour</th>
<th>Cost for 1 Mile of Service</th>
<th>Cost Per Additional Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orlando - Current</td>
<td>$2.20</td>
<td>1/4 mile</td>
<td>1/4 mile</td>
<td>$0.55</td>
<td>80 sec</td>
<td>$0.55</td>
<td>$24.75</td>
<td>$3.85</td>
</tr>
<tr>
<td>Tampa - No Increase in 4 years</td>
<td>$2.00</td>
<td>1/5 mile</td>
<td>1/5 mile</td>
<td>$0.45</td>
<td>90 sec</td>
<td>$0.45</td>
<td>$18.00</td>
<td>$3.80</td>
</tr>
<tr>
<td>Ft. Lauderdale - No Increase in 4 years</td>
<td>$2.50</td>
<td>1/6 mile</td>
<td>1/6 mile</td>
<td>$0.40</td>
<td>1 minute</td>
<td>$0.40</td>
<td>$24.00</td>
<td>$4.50</td>
</tr>
<tr>
<td>Miami - No Increase in 4 years</td>
<td>$2.50</td>
<td>1/6 mile</td>
<td>1/6 mile</td>
<td>$0.40</td>
<td>1 minute</td>
<td>$0.40</td>
<td>$24.00</td>
<td>$4.50</td>
</tr>
<tr>
<td>Las Vegas</td>
<td>$3.30</td>
<td>1/13 mile</td>
<td>1/13 mile</td>
<td>$0.20</td>
<td>30 sec</td>
<td>$0.25</td>
<td>$30.00</td>
<td>$5.70</td>
</tr>
</tbody>
</table>

Proposed Orlando Rates: $2.40 1/4 mile, 1/4 mile $0.60 80 sec $0.60 $27.00 $4.20 $2.40

Wait Time Per Hour Calculation:

<table>
<thead>
<tr>
<th>Seconds Per Hour</th>
<th>Current</th>
<th>Proposed</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>3600</td>
<td>3600</td>
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<td></td>
</tr>
<tr>
<td>80</td>
<td>80</td>
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</table>

<table>
<thead>
<tr>
<th>Increments Per Hour</th>
<th>Current</th>
<th>Proposed</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate Per Increment</th>
<th>Current</th>
<th>Proposed</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.55</td>
<td>$0.60</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Hour</th>
<th>Current</th>
<th>Proposed</th>
<th>Increase</th>
</tr>
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<tbody>
<tr>
<td>$24.75</td>
<td>$27.00</td>
<td></td>
<td>9.09%</td>
</tr>
</tbody>
</table>

Estimated Fares

<table>
<thead>
<tr>
<th>Location</th>
<th>5 Miles</th>
<th>10 Miles</th>
<th>15 Miles</th>
<th>20 Miles</th>
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</thead>
<tbody>
<tr>
<td>Orlando - Current</td>
<td>$12.65</td>
<td>$23.65</td>
<td>$34.65</td>
<td>$45.65</td>
</tr>
<tr>
<td>Tampa</td>
<td>$12.80</td>
<td>$24.05</td>
<td>$35.30</td>
<td>$46.55</td>
</tr>
<tr>
<td>Ft. Lauderdale</td>
<td>$14.10</td>
<td>$26.10</td>
<td>$38.10</td>
<td>$50.10</td>
</tr>
<tr>
<td>Miami</td>
<td>$14.10</td>
<td>$26.10</td>
<td>$38.10</td>
<td>$50.10</td>
</tr>
<tr>
<td>Las Vegas</td>
<td>$16.10</td>
<td>$29.10</td>
<td>$42.10</td>
<td>$55.10</td>
</tr>
<tr>
<td>Proposed Orlando Rates</td>
<td>$13.80</td>
<td>$25.80</td>
<td>$37.80</td>
<td>$49.80</td>
</tr>
</tbody>
</table>

Proposed % Increase in Orlando Rates: 9.09% 9.09% 9.09% 9.09%

Rate Comparison With and Without the Fuel Surcharge

| Current Orlando Rates | $12.65  | $23.65  | $34.65  | $45.65  |
| $0.50 Per Trip Surcharge | $0.50  | $0.50   | $0.50   | $0.50   |

(Note: the Surcharge is $1 for OIA Trips)

| Current Orlando Rates with Surcharge | $13.15  | $24.15  | $35.15  | $46.15  |
| Proposed Orlando Rates - No Surcharge | $13.80  | $25.80  | $37.80  | $49.80  |

Percent Increase Factoring the Elimination Of the Surcharge: 4.943% 6.832% 7.539% 7.909%

CPI Calculation

<table>
<thead>
<tr>
<th>Date</th>
<th>CPI</th>
<th>% Increase From Prior Year</th>
<th>Cumulative % Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec. 2007</td>
<td>210.036</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Dec. 2008</td>
<td>210.228</td>
<td>0.091%</td>
<td>0.091%</td>
</tr>
<tr>
<td>Dec. 2009</td>
<td>215.949</td>
<td>2.721%</td>
<td>2.815%</td>
</tr>
<tr>
<td>Dec. 2010</td>
<td>219.179</td>
<td>1.496%</td>
<td>4.353%</td>
</tr>
<tr>
<td>Dec. 2011</td>
<td>225.672</td>
<td>2.962%</td>
<td>7.444%</td>
</tr>
<tr>
<td>Jan. 2012</td>
<td>226.665</td>
<td>0.440%</td>
<td>7.917%</td>
</tr>
<tr>
<td>Feb. 2012</td>
<td>227.663</td>
<td>0.440%</td>
<td>8.293%</td>
</tr>
</tbody>
</table>

Note: Based on the January CPI increase, we are tracking for a 5.3% inflation rate in 2012.
subject

Owners Sam and Catherine Bowers are requesting the listing of their house at 1500 Berkshire Avenue in the Winter Park Register of Historic Places.

motion | recommendation

The Historic Preservation Board voted unanimously on April 25, 2012 to recommend listing 1500 Berkshire Avenue in the Winter Park Register of Historic Places. The listing is finalized by resolution of the City Commission. (attached)

summary

1500 Berkshire Avenue retains its architectural integrity and is significant for its association with the early development of the Orwin Manor subdivision. It is a unique example of the bungalow style with a belvedere feature in Winter Park. (HPB staff report follows)

board comments

The board voted in favor of listing 1500 Berkshire Avenue on the Winter Park Register of Historic Places.
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1500 BERKSHIRE AVENUE, WINTER PARK, FLORIDA, AS A HISTORIC RESOURCE IN 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 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 for current and future generations; and

WHEREAS, the property located at 1500 Berkshire Avenue, Winter Park, Florida is associated with the early development of Orwin Manor, represents an example of the bungalow style of architecture with a distinctive belvedere feature, retains its historical integrity, and the City of Winter Park Historic Preservation Board found that it meets the criterion for historic resource status and recommends listing in the Winter Park Register of Historic Places,

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 1500 Berkshire Avenue 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 ___14th___ day of ___May___ 2012.

_______________________________
Kenneth W. Bradley Mayor

ATTEST:

_______________________________
City Clerk Cynthia S. Bonham, MMC
HDA 12-003 Request of Sam and Catherine Bowers to designate their property located at 1500 Berkshire Avenue, Winter Park, Florida to the Winter Park Register of Historic Places; Zoned R-1A, Parcel ID #12-22-29-6432-13-160.

Description. 1500 Berkshire Avenue was sold in 1925 by Walter Rose's Central Florida Development Company to George F. Brass. The October 16, 1925 deed indicates that the property was sold as vacant land and states that the buyers "shall at no time erect any dwelling on the above described premises costing any less than $6,500.00." The Central Florida Development Company also held the right to approve the buildings in Orwin Manor. Located on the southern side of the Westminster section of Orwin Manor, it is a bungalow with Craftsman and Prairie style influences that was part of the initial construction of the Orwin Manor Westminster section. The architect remains unknown but it is a singular design for Winter Park.

The one house has a continuous raised foundation and an irregular footprint. The moderately-pitched and hipped roof is surfaced with composition shingles. Less than 10% of Craftsman bungalows are the hipped roof subtype and the deep, wide boxed overhang is more similar to Prairie style houses. There is a second story belvedere on the front (west) corner of the house. It appears as an open porch with decorative shaped columns; however it can be considered an architectural folly because there is no access into it. The exterior wall finish is smooth stucco over wood framing. The façade is asymmetrical with the entry porch recessed through a broad arch with knee walls. The nine light front door is in a popular pattern for Prairie and Craftsman style homes. The six over one glazing pattern windows are original and include wood-framed screens. The rear of the house has an added screened porch and deck. The rear porch is accessed through a pair of the nine light doors that have glass transom over them. There is a freestanding stucco garage in the style of the house at the southeast corner of the lot. The property also includes 10 feet of lot 17 on the left (east) side. The house is restored to excellent condition.

Architectural Style.
1500 Berkshire Avenue is a hybrid style bungalow with Prairie style influences. The Prairie style emerged in the Midwest at the beginning of the twentieth century, borrowed largely from Japanese design and the English Arts and Crafts movement. It grew from the inspiration of Frank Lloyd Wright in reaction against the formalism and historicism of the Beaux Arts and
other classical styles at the turn of the century. The Prairie school emphasized horizontal lines, low-pitched roofs bands of windows and unity between house and landscape. The Florida the style was almost exclusively applied to residential designs, most typically to American Four-Square homes. The style is typified by low-pitched hipped roofs with wide overhanging eaves. While Prairie style homes are two-story with one-story wings, 1500 Berkshire is one story with the two story belvedere. The

**Orwin Manor.** In 1924 the property that would become Orwin Manor subdivision was sold to Walter Rose’s Central Florida Development Company for $260,000 at a rate of $1,300 per acre. Central Florida Development Company had obtained their charter to sell real estate on February 23, 1924. Walter Washington Rose was the President of Central Florida Development Company. Earlier, Rose had developed Rosearden and Rosemere subdivisions in Orlando.

Walter Rose started his career as a Western Union operator after his school days in Athens, Georgia. He came to Orlando in November of 1909 to straighten out a Western Union management difficulty. After a few years he quit Western Union to take a sales position with a drug manufacturing firm, but in 1913 entered the real estate business here with twenty-five dollars. Walter Rose served Orange County and Florida with distinction and notable success as state senator from 1932-1949, totaling 16 years. He retired in 1949 after serving a term as senate president in 1943. As a senator, he fathered the Florida real estate license law which created the Florida Real Estate Commission. He served as chairman from 1925 through 1932, when he was then elected to the senate.

During the 1920s Florida Land Boom days, Rose’s Central Florida Development Company launched its sixth development called Orwin Manor. The name ‘Orwin’ was a combination of Orlando and Winter Park, and was suggested by Louise Morton. The Westminster section bounded by Clay Street to the west, Harmon Avenue to the north and the railroad tracks to the east was platted in 1924 and developed first. It was closely followed by the Stratford section to the east of the railroad tracks.

The first structures in Orwin Manor were the great stuccoed gates spanning three corners at the intersection of Orange Avenue, Clay Street and Wilkinson Street. The remaining structures were restored and designated an Orlando historic landmark in 1990. Similar gates flanking Orange Avenue just southeast of US 17/92 were demolished at some point. A sales office constructed in the Mediterranean revival style was soon constructed at 1701 North Orange Avenue along what was then the main and only two lane road (called Dixie Highway) between Orlando and Winter Park. The sales office was later demolished.

The first homes in Orwin Manor’s Westminster Section were built starting in 1925. A June 10, 1926 article in The Winter Park Herald stated, “... in November of 1925 sales amounting to one-half million dollars were completed in twenty-six days. In this first (Westminster) section more than fifty homes are occupied or under construction.” These homes were mostly Mediterranean themed styles which virtually defined Florida’s great 1920’s Land Boom era along with a variety of styles including Colonial Revival, Tudor Revival, Spanish Revival, Mission
and Bungalow. Due to Walter Rose’s foresight, the streets of Orwin Manor, marketed as ‘The Great White Way’, were lined with curbs, sidewalks, streetlights with underground wiring, oak trees and palms. When the Land Boom went bust, construction in Orwin Manor slowed and didn’t seriously pick up again until the post World War II building boom when many vacant lots were developed with new homes. The restrictions included in the early sales agreements offers an interesting view into the patterns of development, culture and the standards of the times (see attached October 16, 1925 document).

Significance. 1500 Berkshire Avenue retains its architectural integrity and is significant for its association with the early development of the Orwin Manor subdivision. One of the first homes built in Orwin Manor; it is an unusual example of a bungalow with Prairie influences in Winter Park.

RECOMMENDATION:

Staff recommendation is for listing as a historic resource in the Winter Park Register of Historic Places.
City of Winter Park Historic Designation Application

1. 1500 BERKSHIRE AVE

Building address

Sam + Catherine Bowers (same as above) 407-644-6837
Owner's name(s) Address Telephone

Applicant's name (if different from above) Address Telephone

2. I, Catherine Bowers, as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.

Catherine Bowers 2/22/12
Owner's Signature Date

Historic Preservation Commission Office Use

Criteria for Designation

☑ A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or

☐ B. Association with the lives of a person or persons significant in our past; or that

☐ C. Embodies the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or

☐ D. Has yielded or are likely to yield information important in prehistory or history.

Parcel ID: 12-22-29-0432-13-160 C: 1926
Legal description Year built

Historic name of building (if any) Historic district name (if any)

Date received: 2/22/12 HPC Meeting: 4/35/12
Case File No.: 12-003 Florida Master Site File No.: OR-0541
☐ Local Historic Landmark ☑ Local Historic Resource
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my office in Seattle, the day and year first above written.

(Rudolph Kowar) Commission expires June 22, 1927

Filed in office and recorded this 10 day of December 1926 at 3:48 P.M.

[Signature]

Clark

By

A.B.C.

This indenture, made this sixteenth day of October A.D. 1926 between Central Florida Development Company, a corporation existing under the laws of the State of Florida having its place of business in the County of Orange and State of Florida party of the first part, and Geo. F. Bass of the county of Orange and State of Florida party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of Ten and no/100 Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remiss, release, convey, and confirm unto the said party of the second part and his heirs and assigns forever, all that certain parcel of land, lying and being in the County of Orange and State of Florida more particularly described as follows:

Lot No. 16 Block 18 of Orwin Manor, according to Plat Book J, Page 118 Records of Orange County, Florida.

The above lot or parcel of land sold subject to following restrictions:

1. That no unlawful or immoral use shall be made of the premises hereby agreed to be conveyed nor shall the same nor any part thereof, nor any interest therein, be sold, leased or otherwise conveyed to any person other than of the Caucasian race, provided that nothing herein contained shall prevent the keeping and maintaining of servants on the said property for reasonable family use.

2. That the Grantee his heirs or assigns, shall at no time erect any dwelling on the above described premises costing less than $6,500.00 and that no part of said dwelling or any other structure shall be within 50 feet of the front property line of said premises and that such dwelling shall face upon Berkshire Avenue.

3. No building shall be constructed or erected on any of the above lots in Orwin Manor until after the plans, specifications and location of same shall have been approved by the Grantor, its successors or assigns.

4. No garage or other outbuilding shall be used for residential purposes until the main residence shall have been erected.

5. No outside toilet shall be permitted in any part of said Orwin Manor, but there shall be constructed by said Grantee in connection with any residence or any of said lots a septic tank in accordance with specifications approved in writing by Grantor.

6. The privilege hereby reserved to the Grantor, its successors or assigns to erect and maintain electric and telephone poles, and suitable equipment for any other utilities and lay water mains on or in the rear three feet of the land hereby conveyed or on or in the three foot strip along the side lines thereof, when necessary to gain access to the three foot strip reserved along the rear lines of lots in Orwin Manor for utility purposes, and for such purposes as well as to repair, remove or replace said poles, equipment and mains,
the said Grantor shall have the right for itself, its agents and employees to enter upon said premises in reasonable manner and at reasonable times.

7 The lots hereinafter described shall not at any time be sub-divided nor sold except each lot as a whole, but this restriction shall not prevent the Grantees from conveying any part of said lot or lots to the owner or owners of lots adjoining the lot or lots hereby agreed to be conveyed.

8 The Grantor, its successors or assigns shall have the right from time to time to release any of the above or foregoing restrictions, conditions or limitations by sealed instrument duly executed in accordance with the laws of the State of Florida, for the conveyance of real estate.

9 No servant's quarters, garages or outbuildings of any kind or nature, excepting only garden and ornamental landscape structures, shall be erected or constructed on the lot or lots hereinafore described, excepting on that portion of the lot to the rear of the house and on the inside portion of corner lots.

10 No horses, cows, cattle, or hogs shall be kept or raised on said lands, and no poultry shall be kept within 100 feet of any sidewalk line.

11 No bill boards, outdoor advertising, display or other signs of any kind shall be constructed, erected or placed upon the land hereby conveyed without the express written consent of the Grantor, its successors or assigns.

12 No fence or fence walls of any kind shall be constructed or maintained in or around any portion of the said lands, except that portion to the rear of the back line of the house, provided, that on corner lots no fence or wall shall be constructed or maintained closer to the side street than one half of the side of the house. Copying of ornamental design, approved by the Grantor, not more than eighteen inches in height or ornamental shrubbery not more than three feet in height, may be used in lieu of fences.

13 The above described premises shall be used only for residential purposes, and not more than one-family residence and one private garage shall be erected on the lot or each of the lots hereinafore described. Nothing herein contained, however, shall prohibit the construction or erection of servant's quarters in connection with the garage on said land, but it is expressly understood that no such servant's quarters, garage or other outbuildings shall be constructed prior to the construction of the main house as shown on plans, specifications and location approved by the Grantor.

14 That said premises or any buildings erected thereon shall not for a period of thirty years from date be used or occupied for the purpose of any trade, manufacturing, or business of any description, nor as a public school, hospital or charitable institution.

It is mutually agreed by and between the parties as a part of the consideration of this instrument that the breach of the foregoing restrictions shall work a forfeiture of this contract, and the rights herein provided for; and the said above described premises shall automatically revert to the Grantor and the Grantor shall have the right to re-enter and repossess said property, or at its option the Grantor shall have its remedy by injunction to compel the observance of said restrictions; reservations in this provision shall be included in deed and shall inure to the benefit of all subsequent grantees who afterwards become grantees, and shall be a covenant running with the land.

TOGETHER WITH all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD THE SAME IN FEES 3 LIFES FOREVER.
AND the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President and its corporate seal to be affixed, the day and year above written.

(Corporate Seal) CENTRAL FLORIDA DEVELOPMENT CO.

Signed, sealed and delivered in our presence:

Frank Gullen

President.

($8.60 I.R.S.)

STATE OF FLORIDA,

COUNTY OF ORANGE.

I HEREBY CERTIFY, that on this 16th day of October A.D. 1925 before me personally appeared Walter W. Rose, President of CENTRAL FLORIDA DEVELOPMENT COMPANY, a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing conveyance to Geo. P. Brass who acknowledged the execution thereof to be his act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said Corporation, and the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Orlando in the County of Orange and State of Florida, the day and year aforesaid.

Anna Laura Rhodes


Filed in office and recorded this 10 day of December 1925 at 2:50 P.M.

Clara

A.B.C.

THIS MEMORANDUM OF AGREEMENT, made and entered into this 24th day of November A.D. 1925 by and between Martha Fisher, widow, as party of the first part, and H. E. Bank of the County of Dade, State of Florida as party of the second part, WITNESSETH: That if said party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first party hereby covenants, agrees and promises the said party of the second part his heirs, assigns, executors and administrators by a warranty deed to the following described property, situated in the City of Orlando, County of Orange and State of Florida, to wit:


And the said party of the second part agrees and covenants to pay the said party of the first part the purchase price of either $2,000.00 cash or $2200.00 on the following terms Dollars for the above described property in the following manner: $250.00 Dollars upon the execution and delivery of this instrument, the receipt whereof is hereby acknowledged; $750.00 upon delivery of merchantable Abstract brought to date. Balance paid in the following installments: $250.00 every six months. Should the party of the second part desire to pay cash upon delivery of Abstract and Deed, the balance of purchase price shall be $1750.00.
ORWIN MANOR
Wilmington, Delaware

Description
All that part of the SE 1/4 of SW 1/4 of the SW 1/4 of the NE 1/4 of the NW 1/4 of the SW 1/4 of the City of Wilmington, New Castle County, Delaware, lying North and West of the WRE. WRE.

Scales: 1 inch = 100 feet

Drawn and surveyed by:
E. E. White, Civil Engineer

Date: November, 1920

Owner's Certificate
Personally appeared before me Walter E. White, President of the Central Florida Development Co., and made oath that he is the authorized agent of the owner of the lands described in the above survey and has received and accepted the survey and subdivision as herein described.

Subscribed and sworn to before me this 12th day of November, 1920

Walter E. White, President
Central Florida Development Co.

State of Florida
County of Orange

Engineers Certificate
Personally appeared before me, L. P. White, Civil Engineer, and made oath that the plat hereon is a true and correct representation of the survey and subdivision of the land described in the above survey.

Valter E. White, Deputy

Dated this 12th day of November, 1920

L. P. White, Deputy

[Signature]

[Signature]
1500 Berkshire Avenue
Recessed entry porch
• flared pilasters
• knee walls at porch and steps
• contrasting caps
• nine light door
Original six over one sash windows
Wood screen frames
Belvedere feature
• low pitched hipped roof
• wide overhanging eaves
East side elevation
Freestanding garage
Resolution supporting community wide initiative to reduce pedestrian injuries and fatalities in Central Florida through education, engineering and enforcement.

Commission to adopt resolution.

Bike/Walk Central Florida has been working with the Winter Park Health Foundation and many of the cities in Orange County to develop a program to improve pedestrian safety in Central Florida. The program, which is being formally launched in late May, takes a multi-disciplined approach to improving pedestrian safety. The program incorporates education, engineering and enforcement as elements to foster improvement. The program also compliments the work already being done by the Winter Park Police Department.

This resolution supports the efforts of the WPPD and Bike/Walk Central Florida.

N/A
RESOLUTION NO. __________

A RESOLUTION OF THE CITY OF WINTER PARK IN SUPPORT OF A COMMUNITY-WIDE INITIATIVE TO REDUCE PEDESTRIAN INJURIES AND FATALITIES IN CENTRAL FLORIDA THROUGH EDUCATION, ENGINEERING, AND ENFORCEMENT.

WHEREAS the mobility and accessibility afforded the individual is basic to the success of the Winter Park land use and transportation system, where streets are designed and operated to assure safety, comfort (i.e. perceived safety), and accessibility for all users; and

WHEREAS studies have shown that over the past decade, on average, two pedestrians are injured every day and one pedestrian is killed each week in the Greater Central Florida region; and

WHEREAS, Florida Statute Title XXIII, Chapter 316.130 states that vehicle drivers must yield right-of-way to a pedestrian crossing within a crosswalk; and a pedestrian crossing a roadway at any point other than a crosswalk must yield the right-of-way to a vehicle; and

WHEREAS, the loss of even one life is tragic and the persistence of such adverse conditions presents a danger to pedestrians and bicyclists; and

WHEREAS, a systematic regimen of public education, low-cost engineering and high-visibility enforcement has been demonstrated to reduce pedestrian injuries and fatalities in other markets;

NOW, THEREFORE, be it resolved that the City of Winter Park joins with other cities, towns, counties, law enforcement, and regional planning authorities in a regional effort to reverse this deadly trend.

RESOLVED, that the Greater Central Florida region benefits by a reduction in pedestrian injuries and fatalities.

RESOLVED, that the City of Winter Park will participate in this effort by educating both drivers and pedestrians through established means of constituent communications and the production and dissemination of Winter Park specific public awareness in conjunction with supporting the efforts of groups such as Bike/Walk Central Florida and the participation in pedestrian specific enforcement actions, and

RESOLVED, that these actions will enhance the health and well-being of the people of Winter Park and visitors, and contribute to our goal of creating a more walkable, and livable, community.
ADOPTED at a regular meeting of the City Commission of the City of Winter Park on this 14th day of May, 2012.

___________________________________________
Kenneth W. Bradley, Mayor

ATTEST:

_______________________________________________
Cynthia S. Bonham, MMC, City Clerk
subject

“Winter Park Historic District” destination guide sign on Interstate 4 Exit 87.

motion | recommendation

The recommendation is to approve the resolution in support of the sign amendment to promote cultural tourism and in the letter requesting the sign change, ask that FDOT proceed immediately to update the I-4 signage.

summary

With Downtown Winter Park now listed on the National Register of Historic Places, opportunities to promote the district to cultural tourists should be taken. One of the opportunities the district is eligible for is a special destination guide sign on Interstate 4. These are the brown background signs that direct attention to special places. A letter of request and resolution are required by the Florida Department of Transportation. The proper locations for the signs are the Fairbanks Avenue Exit 87 in both directions. To correctly fit on two lines of the signs as directed by FDOT, the text would read “Winter Park Historic District”. The brown background sign would replace the existing green background “Winter Park” text portion. The existing green background “Rollins College” sign would remain under the new brown background “Winter Park Historic District” sign on the top half. With the exception of a small office area, all of Winter Park is located to the east of I-4 so no confusion about where the city is generally located is anticipated. The new sign is complementary with the city’s wayfinding sign plan. Other Winter Park exits include Par Avenue and Lee Road. FDOT wants to wait and replace the signs after the I-4 Ultimate Plan is constructed, but that could easily be six to eight years away. Staff recommends asking FDOT to proceed now to take advantage of the cultural visitors to Central Florida as soon as possible. There is no cost to the City of Winter Park for the interstate signs.

board comments

The Historic Preservation Board supports promoting the Downtown Winter Park Historic District.
RESOLUTION NO._______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION CHANGE THE SIGN AT THE INTERSTATE 4 FAIRBANKS AVENUE EXIT FROM “WINTER PARK” TO “WINTER PARK HISTORIC DISTRICT”

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, the Downtown Winter Park Historic District has been listed on the National Register of Historic Places along with the adjacent Interlachen Avenue Historic District;

WHEREAS, 3.8 million cultural tourists who visit Central Florida focus on history and culture, and the City Commission desires to promote cultural tourism visitation to Winter Park, as well as elevating local recognition of the city’s vintage ambiance;

WHEREAS, the Downtown Winter Park Historic District is eligible for a special guide sign identifying the “Winter Park Historic District” on Interstate 4, that that signage is complementary with the city’s wayfinding sign plan;

WHEREAS, the Florida Department of Transportation requires a resolution of support by the City Commission and a letter requesting a signage update on Interstate 4;

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 requests the prompt update of the signage at Interstate 4 Fairbanks Avenue Exit 87 in both directions and at the base of the ramps to read “Winter Park Historic District”.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 14th day of May, 2012.

________________________________
Kenneth W. Bradley Mayor

ATTEST:

_______________________________
City Clerk Cynthia S. Bonham, MMC
Interstate 4 Fairbanks Avenue Exit 87 Destination Sign Request Support Images

Existing I-4 Fairbanks Avenue exit 87 sign conditions

Existing eastbound guide and ramp signs for Exit 87

Existing westbound guide and ramp signs for Exit 87

Example of how the new guide sign may look
Winter Park wayfinding sign plan Fairbanks section

Signs 9 and 11 eastbound on West Fairbanks