Meetings Called to Order

Invocation
Finance Director, Wes Hamil
Pledge of Allegiance

Approval of Agenda

Mayor’s Report
a. Presentation - Best of Show 54th Annual Sidewalk Art Festival
b. Presentation – Healthy Central Florida Executive Summary-Jill Hamilton Buss
c. Presentation - Business Recognition Award recipient Winter Park Playhouse

City Manager’s Report

City Attorney’s Report
## Non-Action Items

### Projected Time

### Consent Agenda

<table>
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<td>9</td>
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<tr>
<td>a.</td>
<td>Approve the minutes of 3/25/13.</td>
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<td>b.</td>
<td>Approve the following purchase and contracts:</td>
</tr>
<tr>
<td>1.</td>
<td>PR 151864 for Don Reid Ford, Inc. for the purchase of three 2013 Ford F-150 trucks; $62,754.</td>
</tr>
<tr>
<td>2.</td>
<td>Blanket purchase order to ENCO Utility Services for FY13 Professional Services (Operations and Maintenance) for Electric Utility; $2,500,000.</td>
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<tr>
<td>3.</td>
<td>PR 151976 to Sternberg Lanterns for streetlights for Alfond Inn; $50,948.</td>
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<tr>
<td>4.</td>
<td>Cady Way Pool Complex agreement with the Winter Park Family YMCA and authorize the Mayor to sign.</td>
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<tr>
<td>5.</td>
<td>Contract renewal with Bellomo Herbert RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Parks &amp; Recreation) and authorize the Mayor to execute Amendment 1.</td>
</tr>
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<td>6.</td>
<td>Contract renewal with Le-Huu Partners for RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Parks &amp; Recreation) and authorize the Mayor to execute Amendment 1.</td>
</tr>
<tr>
<td>8.</td>
<td>Piggybacking the County of Los Angeles/U.S. Communities contract MS-IS-1230234 with Graybar Electric Company for electric products and authorize the Mayor to execute the Piggyback Contract.</td>
</tr>
<tr>
<td>c.</td>
<td>Approve for execution the Memorandum of Agreement between the City of Winter Park and the Florida Department of Transportation for the Ultimate I-4 Project for City funding of and maintenance of aesthetic and lighting fixtures, subject to satisfying City Attorney comments of review.</td>
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### Action Items Requiring Discussion

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<td>10</td>
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<tr>
<td>a.</td>
<td>Appointment of Vice Mayor</td>
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<td>b.</td>
<td>RFP-11-2013 Federal Lobbying Services</td>
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## Public Hearings

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| 1. | **Request of Sydgan Corporation:**  
   | - Ordinance – Changing the Future Land Use designation of Single Family Residential and Institutional to Office Future Land Use on the properties at 216, 226 and 234 West Lyman Avenue (2)  
   | - Ordinance – Changing the zoning designation of Single Family (R-1A) District and Public, Quasi-Public (PQP) District to Office (O-2) District on the properties at 216, 226 and 234 West Lyman Avenue (2)  | 15 minutes |
| 2. | **Ravaudage Community Development District (CDD):**  
   | - Ordinance – Granting petition of Benjamin Partners, Ltd.; establishing and naming the Ravaudage Community Development District pursuant to Chapter 190, Florida Statutes; describing and providing the external boundaries, the functions and the powers of the District; designating five persons to serve as the initial members of the District’s Board of Supervisors (2)  | 30 minutes |
| 3. | **Ordinance** – Amending Section 42-1, Definitions, and 42-7, Qualification of Candidates and Clerk’s Certification, of Chapter 42, Elections, to add definitions for “Qualification Deadline”, “Qualification Documents”, and “Qualification Period”, and to clarify qualification requirements (1)  | 15 minutes |
| 4. | Adoption of the Fee Schedule effective May 1, 2013.  | 15 minutes |

## City Commission Reports

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<th>Projected Time</th>
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</table>
| 1. | Commissioner Leary  
   | Commissioner Sprinkel  
   | Commissioner Cooper  
   | Commissioner McMacken  
   | Mayor Bradley  | 10 minutes each |

### appeals & assistance

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

“Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting.”
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>
<th>date</th>
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<tbody>
<tr>
<td>Lee Road Median Update</td>
<td>Investigating Palm Tree option with FDOT</td>
<td>TBD</td>
</tr>
<tr>
<td>Fairbanks Improvement</td>
<td>Contract has been awarded to Masci General Contractor, Inc.</td>
<td>Construction Project</td>
</tr>
<tr>
<td>Project</td>
<td>Progress Energy continuing to study transmission/distribution lines between I-4 and 17-92. FDOT has approved funding for PEF project engineering.</td>
<td>On schedule</td>
</tr>
<tr>
<td></td>
<td>Project website has been set up at <a href="http://www.cityofwinterpark.org/fairbanks">www.cityofwinterpark.org/fairbanks</a></td>
<td>Communication Notices</td>
</tr>
<tr>
<td>Tree Team Updates</td>
<td>Individual educational sessions based on tree inventory study are currently being scheduled with City Commission.</td>
<td>April 2013</td>
</tr>
<tr>
<td>Wayfinding Signs</td>
<td>All non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. Private property agreements under development for nine (9) locations have been notified for permission.</td>
<td>Installation of Phase 2</td>
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<tr>
<td></td>
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<td>scheduled for month of May.</td>
</tr>
<tr>
<td>ULI Fairbanks Avenue TAP</td>
<td>Staff is working on the vision session.</td>
<td>May 2013</td>
</tr>
<tr>
<td>Post Office Discussions</td>
<td>Work session with Congressman Mica scheduled for April 15, 2013 at 9:00 a.m.</td>
<td>April 15, 2013 @ 9:00 a.m.</td>
</tr>
<tr>
<td>Organizational Support</td>
<td>Will be discussed along with preliminary FY14 budget</td>
<td>May/June 2013</td>
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<td>------------------------</td>
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<tr>
<td>Utility Billing/Recurring credit cards</td>
<td>New software is being implemented. Contract on February 11 agenda for approval. Project implementation and testing during March. Go live April.</td>
<td>April 2013</td>
</tr>
<tr>
<td>Amtrak/SunRail Station</td>
<td>Notice to Proceed 3/21 – Receiving submittals</td>
<td>April 2013</td>
</tr>
<tr>
<td>Quiet Zones</td>
<td>FDOT consultant reviewing concept plans.</td>
<td>April 2013</td>
</tr>
<tr>
<td>Wholesale Power Supply</td>
<td>Ongoing negotiations with multiple suppliers.</td>
<td>May/June 2013</td>
</tr>
<tr>
<td>Territory Negotiations</td>
<td>Ongoing discussions with Progress Energy/Duke</td>
<td>May/June 2013</td>
</tr>
<tr>
<td>New Hope Baptist Church Project</td>
<td>More substantial safety barrier added and buildings painted. Designer is addressing re-location of one of the accessibility ramps for better access. Awaiting installation of skirting around buildings. Storm water and landscape plan approved.</td>
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Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.
REGULAR MEETING OF THE CITY COMMISSION
March 25, 2013

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

A moment of silence was given in honor of former City Manager Richard Simmons who recently passed away. The invocation was provided by Mayor Bradley, followed by the Pledge of Allegiance.

Members present:
Mayor Kenneth Bradley
Commissioner Steven Leary
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Tom McMacken

Also present:
City Manager Randy Knight
City Attorney Larry Brown
City Attorney Bill Reischmann
City Clerk Cynthia Bonham
Deputy City Clerk Michelle Bernstein

The Oath of Office was administered to re-elected Commissioner Carolyn Cooper by her husband and Pastor; and Commissioner Thomas McMacken by his wife and daughter. Both incumbents were unopposed.

Approval of the agenda

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

Mayor’s Report

a. Presentation – Friends of Fleet Peeples Park volunteer efforts

Parks and Recreation Director John Holland provided a video showing approximately 150 volunteers assembling the new KA-BOOM playground that was built on March 2, 2013. Mayor Bradley thanked everyone who participated. A special recognition was given to Janet Atkins, Charles Namey, Carla Luba and Sally Simmons for their outstanding contributions.

b. Presentation – Victim Service Center of Central Florida, Inc.

In recognition of the work our Police Department does in conjunction with the Victim Service Center, Mayor Bradley proclaimed the month of April 2013 as Sexual Assault Awareness Month. Gina Costa, Executive Director of the Victim Service Center of Central Florida accepted the proclamation.
c. **Proclamation – Edwin Ford Day**

Over the past 37 years, Coach Edwin Ford has volunteered his time to coach for the Mid-Florida Pop Warner Football League. In recognition of the outstanding dedication to helping our youth, Mayor Bradley proclaimed March 25, 2013 as Edwin Ford Day. Mr. Ford accepted the proclamation.

d. **Proclamation – Purchasing Month**

Mayor Bradley proclaimed March 2013 as “Purchasing Month”. Purchasing Manager Carrie Woodell and Purchasing Agents Jennifer Jones and Anthony Durrum were present to accept the proclamation.

e. **Proclamation – Water Conservation Month**

Mayor Bradley proclaimed April 2013 as Water Conservation Month and urged all residents and businesses to practice water saving measures.

f. **Board Appointment: Hannibal Square Community Land Trust Inc.**

Motion made by Mayor Bradley to appoint David Crabtree to the Hannibal Square Community Land Trust Inc. Board; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

**City Manager’s Report:**

a. **Direction to advertise establishment of City FLU/Zoning on the non-PD portion of the Ravaudage/Home Acres annexation area**

Planning Director Jeff Briggs explained that in November the City annexed 52+ acres at Ravaudage/Home Acres. The City now needs to proceed with establishing the City zoning and future land use for those properties that were not part of the Ravaudage Planned Development.

A majority of the Commissioners agreed to advertise. This will come back on a future agenda.

**Miscellaneous Items**

City Manager Knight acknowledged the request to provide a completion date for the Lee Road median and to add New Hope Baptist Church to the City Manager’s Report. He also acknowledged the request for staff to provide several alternatives for the Organizational Support line item.
In response to Commission inquiries, City Manager Knight provided clarity regarding the current territory negotiations with Progress Energy/Duke and the reasoning behind the upcoming post office work session with Congressman Mica.

Finance Director Wes Hamil provided an update on the use of credit cards for utility payments. Implementation is scheduled for April and acceptable forms of payment will be Visa, Master Card or Discover Card.

**City Attorney’s Report**

Attorney Bill Reischmann distributed a summary report pertaining to a code enforcement violation matter dating back to 2010 for the property located at 1849 Azalea Avenue. He explained that over the past three years the City’s Code Enforcement Board has held multiple hearings and to date no final resolution has been reached.

On November 1, 2012, the Code Enforcement Board determined that this property has been in violation for a significant amount of time and entered its order quantifying the amount of the fine. The order was executed by the Chairman and recorded in the public records. By filing this order it legally becomes a lien and belongs to the governing body of the local government.

On March 7, 2013, the Code Enforcement Board notified the City Attorney’s office to initiate the foreclosure of the property. During this past week, City staff was approached by Howard Axner of Meridian Capital Holdings LLC noting that his company has a signed contract with the homeowner to purchase the property with a proposed closing date of March 29. Mr. Axner explained in his letter dated March 16 that the actualization of the sale is contingent on Meridian’s ability to satisfactorily negotiate a settlement of liens placed on the property by the City. Meridian’s intention for the property is to evict the current tenants and then rehabilitate/renovate the house to a wholesome condition in a quick and timely manner.

Attorney Reischmann advised that on February 13, 2012 the City adopted Resolution No. 2101-12, delegating authority to the City Manager under specific conditions to negotiate code Enforcement liens and to execute satisfactions or releases of code enforcement liens (up to $50,000).

Attorney Reischmann explained that as of this date the fines exceed the amount of $400,000. The decision before the Commission is to either accept the proposal by Meridian Capital Holdings LLC to reduce the lien from the current amount which will allow them to rehabilitate, renovate and bring the property into compliance; or approve the Code Enforcement Board’s prior decision and enter into foreclosure on the property. Pros and cons were provided regarding the two options presented above which transpired into a brief discussion. City Manager Knight recommended
lowering the lien amount so that Meridian Capital Holdings LLC could acquire the property and bring it into compliance.

**Motion made by Mayor Bradley that the lien can be reduced to an amount that is within the City Manager’s discretion and that the City Manager takes legal authority to negotiate on their behalf with the new owners the prompt and immediate clean-up of the property within a reasonable timeframe; seconded by Commissioner Sprinkel.**

Attorney Reischmann answered questions and provided clarity regarding the proposed timeframe and expenses that would be incurred if they go through with the foreclosure process versus the timeframe and costs associated with the sale of the property.

Chief of Code Enforcement Sylvia Hawkins presented several photographs. She responded to inquiries related to the condemnation of the property.

A majority of the Commission agreed to look at implementing a policy stating that all liens that are 90 days out need to be reported to the Commission. Commissioner Leary shared his concerns with the short notice and lack of sufficient backup information being provided prior to making a decision.

Howard Axner, Meridian Capital Holdings LLC, spoke about the sales contract, the selling price, the closing date and the estimated timeframe to clean up the property.

Frank Candy, 1816 Azalea Lane, said the neighborhood property values have decreased significantly over the years. He asked the Commission to take action and accept the deal that is presented before them so the property can be cleaned up expeditiously.

**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.**

**Non-Action Item**

a. **Presentation of the Comprehensive Annual Financial Report for the year ended September 30, 2012.**

Finance Director Wes Hamil provided highlights and answered questions.

James Halleran, CPA with James Moore & Company, provided a detailed summary report and answered questions.
Motion made by Commissioner McMacken to approve the report as presented; seconded by Commissioner Sprinkel; approved by acclamation with a 5-0 vote.

Public Comment

Michael Palumbo, 559 Oak Reserve Lane, thanked the City for installing the handicap access/parking and the new bathrooms at Fleet Peeples Park.

Consent Agenda

b. Approve the following purchases and contracts:
   1. PR 151714 to NDI Recognition Systems for Veriplate Automatic License Plate Recognition Solution and authorize the Mayor to execute the quote documents; $71,478. – PULLED FOR DISCUSSION – SEE BELOW
   2. PR 151854 to Seminole County Sheriff’s Office for annual maintenance, support, upgrades and connectivity for Computer Aided Forms Entry Management System; $50,000.
   3. Contract renewal with Southeastern Surveying and Mapping Corporation for RFQ-2-2012 Continuing Contract for Professional, Architectural & Engineering Services (Survey Services) and authorize the Mayor to execute Amendment 1.
   4. Piggybacking the Florida Sheriff’s Association contract 14-15-06-131 for tires and related services with Boulevard Tire Center and authorize the Mayor to execute the Piggyback Contract.
   5. Piggybacking the City of Daytona Beach contract 1210-1960 with USA Services of Florida for street sweeping services and authorize the Mayor to execute the Piggyback Contract.

Motion made by Commissioner McMacken to approve Consent Agenda items ‘a’ and ‘b.2-5’; seconded by Commissioner Cooper and approved unanimously with a 5-0 vote.

Consent Agenda item ‘b.1’ - PR 151714 to NDI Recognition Systems for Veriplate Automatic License Plate Recognition Solution and authorize the Mayor to execute the quote documents; $71,478.

Police Chief Brett Railey provided clarity regarding the license plate recognition system and the benefits associated with using the system, including amber alerts.

Motion made by Commissioner Leary to approve Consent Agenda item ‘b.1’; seconded by Commissioner McMacken and approved unanimously with a 5-0 vote.
Consent Agenda item ‘c’ - Award RFP-11-2013 Federal Lobbying Services to Alcalde & Fay Government & Public Affairs Consultants

Mayor Bradley requested that backup material including the rankings be provided within the next two weeks.

**Motion made by Mayor Bradley to table Consent Agenda item ‘c’ for two weeks until such time as the information is available to the Commission; seconded by Commissioner Leary. 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.**

**Action Items Requiring Discussion**

a. **Alfond Inn New England Avenue Traffic Study**

Planning Director Jeff Briggs explained that the traffic study contains a detailed analysis of the existing traffic conditions and options for improvements for those peak traffic times during hotel events. He explained that the City needs to wait for the Alfond Inn to open to determine if there are problems and determine a remedy at that time, if necessary. He explained that the vast majority of traffic will be directed to the hotel events from the east; both traffic lights function today to create gaps for cars to access Alexander Place. Assuming a “problem” does exist, the first remedy is to place temporary signs in the center line of the roadway with directional signage (like the signage for the pedestrian crossing at the Post Office) that will physically preclude those left turns that would back up traffic, thereby keeping the existing gaps in traffic available for cars accessing Alexander Place.

Mr. Briggs provided detailed information and presented a drawing showing the enhanced pedestrian safety bulb-out bricking that will be installed on all four corners of Interlachen and New England Avenues.

Commissioner Sprinkel mentioned receiving numerous comments regarding the limited parking availability around the Alfond Inn due to the high amount of construction workers using this area. The Commission requested that a follow up report be provided. City Manager Knight acknowledged.

**Motion made by Mayor Bradley to accept the recommendations that have been presented as well as a review in six months after the date of opening; seconded by Commissioner Leary.** 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.**

A recess was taken from 5:28 p.m. to 5:47 p.m.
Public Hearings:

a. Request of Winter Park Town Center Development LLC: Final conditional use approval to construct a four story, 206 unit residential project and to construct a parking garage of approximately 300 spaces at 940 West Canton Avenue.

Planning Director Jeff Briggs explained that the applicant has submitted a landscape plan, stormwater drainage plan, parking garage lighting plan and signage plans to fulfill the requirements for the final conditional use approval and a positive recommendation was granted by the Planning and Zoning Board. Mr. Briggs answered questions.

Rebecca Wilson, Lowndes, Drosdick, Kantor and Reed Law Firm, spoke on behalf of the applicant and answered questions.

Electric Utility Director Jerry Warren addressed Commissioner McMacken’s inquiry by providing a brief update on the status of the undergrounding in this area and the installation of stub-ups for future decorative lighting.

Motion made by Commissioner McMacken to approve the conditional use request; seconded by Commissioner Sprinkel. 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.

b. Request of the Sydgan Corporation:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE I “COMPREHENSIVE PLAN” FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL AND INSTITUTIONAL TO OFFICE FUTURE LAND USE ON THE PROPERTIES AT 216, 226 AND 234 WEST LYMAN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE ZONING DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT AND PUBLIC, QUASI-PUBLIC (PQP) DISTRICT TO OFFICE (O-2) DISTRICT ON THE PROPERTIES AT 216, 226 AND 234 WEST LYMAN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

Attorney Brown read both ordinances by title.

Planning Director Jeff Briggs explained the applicant’s proposal is to rezone these three properties collectively so they can redevelop the entire site by moving the
historic Grant Chapel church building from its current location at 301 W. New England Avenue to this new location. In recent years, the Chapel has been used by the Winter Park photos and wedding chapel business. The proposed Office (O-2) zoning would allow that wedding photography business and in the future also allow for the building to be used as office space.

Mr. Briggs noted that Sydgan Corporation has agreed to record a deed restriction requiring moving the Grant Chapel building within two (2) years from the date of approval; otherwise, the zoning reverts back to the current designations and the applicant will register/enter the property into the City’s Historic Preservation Program to commit to the preservation of the Grant Chapel Church.

Mr. Briggs responded to the inquiry as to the protocol if the church was destroyed by a hurricane, fire or tornado. He said without some further restriction, code would allow for a 1,500 s.f. single story office building to be constructed.

City Manager Knight advised that he received an email today from applicant Dan Bellows agreeing to deed restrict the proposed church property (see motion).

Motion made by Commissioner Leary to adopt the first ordinance (comprehensive plan) with the deed restriction quoted by City Manager Knight (Dan Bellows of Sydgan Corporation, agreeing to deed restrict the proposed church property as follows: 1) All conditions from staff recommendation remain; 2) Add a deed restriction on the proposed property to be rezoned to O-2 that would only allow the same square footage of the church to be rebuilt if the church is destroyed by act of God; and 3) Deed restrict and/or stipulate to a one-story building if the church is ever destroyed by an act of God.); seconded by Commissioner Sprinkel.

Motion made by Commissioner Leary to adopt the second ordinance (zoning); seconded by Commissioner Sprinkel.

Dan Bellows, Sydgan Corporation, 558 W. New England Avenue, answered questions relating to the structural analysis of the chapel, the ease of relocating the photography business and the parking requirements.

Upon a roll call vote on the first ordinance (comprehensive plan), Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 5-0 vote.

Upon a roll call vote on the second ordinance (zoning), Mayor Bradley and Commissioners Leary and Sprinkel, Cooper and McMacken voted yes. The motion carried with a 5-0 vote.
c. Ravaudage Community Development District (CDD)

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING PETITION OF BENJAMIN PARTNERS, LTD.; ESTABLISHING AND NAMING THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING AND PROVIDING THE EXTERNAL BOUNDARIES, THE FUNCTIONS AND THE POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT’S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.  First Reading

CRA Director Dori Stone explained that the City must respond to the petition within 45 days after receipt of the application (submitted February 25, 2013). She explained that the applicant has been doing their obligatory requirements to Chapter 190 with their weekly advertisements. She stated this is an applicant sponsored process to create a Community Development District under Chapter 190. She explained that this evening under this ordinance and this process they are taking up the application for the CDD.

She noted that the interlocal agreement is an additional funding mechanism that they will be discussing but taking no action this evening. She mentioned that their attorney Ken Artin (of the Bryan Miller Olive law firm) was not able to be present this evening but has been in constant communication. His determination so far is what we have seen in the application for the CDD is very much the mold of CDD applications that he has seen throughout the state and the applicant has met the procedural requirements of Chapter 190 and from staff’s perspective the application meets the requirements of the CDD.

Attorney Brown read the ordinance by title.

Ms. Stone noted that the Economic Development Advisory Board unanimously recommended approval of the CDD application.

Mayor Bradley addressed concerns with the eminent domain clause that he wanted excluded from the CDD in its entirety and asked if this can be amended to say the CDD has no powers of eminent domain. Attorney Brown explained this would be in conflict with Florida law and provided legal counsel. A lengthy discussion took place regarding this.

Questions were asked by the Commission regarding the CDD petition and whether Section 3 can be modified to say that the CDD is not predicated on the interlocal agreement. Legal counsel stated the ordinance language can be amended to address this and that the petition can be simplified. Discussion ensued that they can approve the CDD without approving an interlocal agreement.

Upon discussion, Jan Carpenter, Latham, Shuker, Eden & Beaudine Law Firm representing Benjamin Partners, Ltd. stated they would be willing to delete the
portion from the petition referencing the interlocal agreement being tied to granting the petition (2nd paragraph in paragraph 8 in the petition).

Discussion ensued regarding the drawing in the agenda packet showing future public and private uses within the CDD as related to the stormwater ponds and roads. Other discussion included what the impact would be on the City if the landowners in the CDD fail to pay their debt assessments. It was clarified by Attorney Brown that the City is at no risk in any way or will ever be liable under the bonds they issued or for any indebtedness or contracts of the CDD or landowner within it.

The pre-filed testimony in support of the establishment of the Ravaudage Community Development District affidavit was provided for the record that included testimony of Mr. Dan Bellows; Mr. George Flint, District Manager with Governmental Management Services (GMS)-Central Florida; Mr. Brett Sealy, Underwriter with MBS Capital Markets, LLC; Mr. David Stokes, Engineer with Madden, Moorhead & Glunt, Inc.; and Mr. Mark Luke, Surveyor with Madden, Moorhead & Glunt, Inc. Ms. Carpenter introduced this document to the Commission and indicated that they submitted affidavits attesting to the truth and validity of those items. A second affidavit was submitted by Mr. Stokes to change an exhibit to alleviate concerns of the landowner.

Jan Carpenter, Latham, Shuker, Eden & Beaudine Law Firm representing the petitioner, spoke about the District’s Board of Supervisor’s and the laws they are required to follow.

A question was posed concerning Exhibit ‘C’, Statutory Provisions Relating to Special Powers and if it is a matter of policy for us as related to parks and facilities, guardhouses, fences and gates and/or waste collection disposal. Attorney Brown clarified that the CDD can contract for its own waste collection disposal, and that the others would be City policy issues. Planning Director Jeff Briggs addressed a prohibition on private streets that you have to have to be gated and that the code would have to be changed. It was clarified that the CDD has all public streets. There was further discussion regarding the roads.

Applicant Dan Bellows, Benjamin Partners, spoke about the realignment of the streets/roads. He explained that Lewis Drive will be the main street through the project and is currently a City right-of-way that is partially being improved, completed by the District and maintained by the City. Glendon Avenue will be improved by the District and maintained by the City. He spoke about their future request to vacate other streets.

**Motion made by Commissioner Sprinkel to accept the ordinance on first reading with the removal of the reference to the interlocal (2nd paragraph in Section 8 of the petition); seconded by Commissioner Leary.**
Motion amended by Mayor Bradley to strike (2)(d) and (2)(f) under Exhibit ‘C’, “Statutory Provisions Relating to Special Powers”; seconded by Commissioner Leary for discussion.

Ms. Carpenter disagreed with taking away the security aspect. Police Chief Brett Railey explained that it does not lessen their responsibility but could increase a deterrent effect in that area; they would still have the responsibility to respond to crimes that occur and to patrol the area.

Attorney Rebecca Wilson, speaking on behalf of Don Reid Ford submitted a copy of Exhibit B under Exhibit 7A, ‘Public and Private Land Use Map’ to the Deputy Clerk for the record. She stated it had been modified so if and when the petition is adopted it is adopted with this exhibit that was also shown earlier. For the record, she stated the CDD has the right of eminent domain with properties within the CDD and has the ability to petition a local government for eminent domain over property that is in that local government. Since the Don Reid Ford property is in the City of Maitland, the City of Winter Park would not have the ability for eminent domain over that.

The following opposed the ordinance:
Henry Priest, 239 Osceola Court
Roberta Willenkin, 1580 Grove Terrace

The following spoke in favor of the ordinance:
Sally Flynn, 1400 Highland Road (but against interlocal)
Daniel Assael, representing Park Green of Winter Park
Peter Weldon, 700 Via Lombardy (but against interlocal)
Joe Terranova, 151 N. Virginia Avenue (but against interlocal)
Scott Bodie, 1033 Lake Bell Drive, 50% opposed and 50% in favor.

Final comments were made by each Commissioner. Commissioners Cooper and McMacken as well as Mayor Bradley spoke against the interlocal agreement. Commissioners Sprinkel and McMacken spoke in favor of the CDD. Commissioner Leary commented about the police power in that area.

Commissioner Leary withdrew his second to the amended motion.

Motion amended by Mayor Bradley that strikes under Exhibit ‘C’, (2)(d) regarding security; seconded by Commissioner Cooper.

Motion amended that strikes under Exhibit ‘C’, (2)(f), waste collection and disposal; seconded by Commissioner Leary.

Upon a roll call vote, on the first amendment to strike (2)(d) under Exhibit ‘C’ regarding security from the petition, Mayor Bradley voted yes.
Commissioners Leary, Sprinkel, Cooper and McMacken voted no. The motion failed with a 4-1 vote.

Upon a roll call vote, on the second amendment to strike (2)(f) under Exhibit ‘C’ regarding waste collection and disposal from the petition, 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 main motion to accept the ordinance on first reading with the removal of the reference to the interlocal (2nd paragraph in Section 8 of the petition); and to strike (2)(f) under Exhibit ‘C’ regarding waste collection and disposal from the petition, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Non-Action Item

a. Ravaudage Interlocal Agreement discussion

CRA Director Dori Stone explained that numerous revisions have been made to the document since it was provided to the Commission; therefore a draft document is not available at this time. It was clarified that this does not have to come back at the next meeting as there is no time restraints in place as far as the City is concerned.

Attorney Brown explained that negotiations have been on-going. He provided a summary regarding the proposed negotiation points to include the Economic Incentive Payments (EIP) concept they are proposing (the payments that the City will contractually agree to pay if the City enters the interlocal agreement). He explained the protections they are embedding into the agreement.

The Mayor and each Commissioner shared their concerns along with the pros and cons associated with the proposed interlocal agreement.

Mayor Bradley said no action is being taken this evening and asked that staff bring proposals to the Commission. He suggested they start over and look at a different approach to accomplishing similar things and that he believed the City is not obligated to agree to the entire agreement.

City Commission Reports:

a. Commissioner Leary

Commissioner Leary addressed welcoming everyone to Winter Park at the Tri-County League of Cities luncheon and that it was a great event.
b. Commissioner Sprinkel

Commissioner Sprinkel asked staff to review Deirdre Macnab’s email sent to City Manager Knight regarding global warming.

Commissioner Sprinkel addressed water conservation and asked to put more information on the website to make people more aware.

Commissioner Sprinkel asked to formalize the process to pay for electric.

c. Commissioner Cooper - No items.

d. Commissioner McMacken

Commissioner McMacken addressed the need to re-sod Central Park.

Commissioner McMacken addressed the impact fees on the Fairbanks Avenue sewer lines and the misunderstanding among citizens. He spoke about the need to clarify this for the citizens. City Manager Knight explained the issue of the impact fees on Fairbanks.

e. Mayor Bradley

Mayor Bradley announced the upcoming post office work session on April 15 with Congressman Mica. He wanted to make sure that all alternatives have been addressed.

Mayor Bradley spoke about the West Meadow and wanted to explore what we can do because 6-9 months out of the year it is used as a parking lot and that we have to keep re-sodding. He stated he can bring back a proposal.

Mayor Bradley spoke about videotaping the meetings and asked that proposals be sent to them.

The meeting adjourned at 8:50 p.m.

Mayor Kenneth W. Bradley

ATTEST:

________________________________________
City Clerk Cynthia S. Bonham
Purchases over $50,000

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. ENCO Utility Services</td>
<td>Blanket Purchase Order for Professional Services (Operations and Maintenance) for Electric Utility</td>
<td>Total expenditure included in approved FY13 budget. Amount: $2,500,000</td>
<td>Commission approve Blanket Purchase Order to ENCO Utility Services for FY13 Professional Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Sternberg Lanterns</td>
<td>PR 151976 Streetlights for Alfond Inn</td>
<td>Total expenditure included in approved FY13 budget. Amount: $50,948</td>
<td>Commission approve PR 151976 to Sternberg Lanterns</td>
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</tbody>
</table>

Sternberg Lanterns is a sole source vendor for these streetlights.

Contracts

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
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<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Winter Park Family YMCA</td>
<td>Cady Way Pool Complex Agreement</td>
<td>No cost to the City.</td>
<td>Commission approve Cady Way Pool Complex Agreement and authorize the Mayor to sign.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Cady Way Pool facility is staffed and operated by the YMCA at no cost to the city. The city does provide maintenance for the dressing room/office facility, pool and filtration equipment and is scheduled to make repairs (budgeted) to the pool after the summer swimming season.

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<thead>
<tr>
<th>vendor</th>
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<tbody>
<tr>
<td>5. Bellomo Herbert</td>
<td>Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Parks &amp; Recreation)</td>
<td>Total expenditure included in approved FY13 budget</td>
<td>Commission approve contract renewal with Bellomo Herbert and authorize the Mayor to execute Amendment 1.</td>
<td></td>
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</tbody>
</table>

The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Bellomo Herbert on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire May 26, 2013.
<table>
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<tr>
<th></th>
<th>Vendor</th>
<th>Item</th>
<th>Background</th>
<th>Fiscal Impact</th>
<th>Motion &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Le-Huu Partners</td>
<td>Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Parks &amp; Recreation)</td>
<td>Total expenditure included in approved FY13 budget</td>
<td>Commission approve contract renewal with Le-Huu Partners and authorize the Mayor to execute Amendment 1.</td>
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<tr>
<td>7</td>
<td>Environmental Research &amp; Design, Inc.</td>
<td>Amendment 1 for RFQ-2-2012 Continuing Contracts for Professional, Architectural &amp; Engineering Services (Lake Management)</td>
<td>Total expenditure included in approved FY13 budget</td>
<td>Commission approve contract renewal with Environmental Research &amp; Design, Inc. and authorize the Mayor to execute Amendment 1.</td>
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</table>

The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Le-Huu Partners on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire May 26, 2013.

The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Environmental Research & Design, Inc. on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire May 26, 2013.

**Piggyback contracts**

<table>
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<tr>
<th>Vendor</th>
<th>Item</th>
<th>Background</th>
<th>Fiscal Impact</th>
<th>Motion &amp; Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Graybar Electric Company</td>
<td>Piggybacking the County of Los Angeles/U.S. Communities contract for Electric Products</td>
<td>Purchases will be made in accordance with the approved budget.</td>
<td>Commission approve piggybacking the County of Los Angeles/U.S. Communities contract MS-IS-1230234 and authorize the Mayor to execute the Piggyback Contract.</td>
<td></td>
</tr>
</tbody>
</table>

The County of Los Angeles utilized a competitive bidding process to award this contract. The current contract term expires on March 31, 2016.
Subject: Execution of a Memorandum of Agreement By and Between the City of Winter Park and the State of Florida, Department of Transportation for the Ultimate I-4 Project for City funding of and maintenance of aesthetic and lighting fixtures. (Attachment #1)

motion | recommendation: Approval for execution of the memorandum of agreement subject to satisfying City Attorney comments of review. (Attachment #2)

Background: In 2000, The Florida Department of Transportation developed urban Design Guidelines for aesthetic enhancements along the I-4 corridor, including the Fairbanks Avenue and Lee Road overpass bridges in Winter Park. FDOT then met with Winter Park Planning to prioritize and determine aesthetic enhancements along the I-4 corridor. The treatment levels presented in the I-4 Aesthetic Treatments & Color Schemes, Project 242484-5 within the City of Winter Park (Attachment #3) is the result of this coordination. The upgraded Level III representative (pages 6 – 9) is indicated for the Fairbanks Avenue I-4 bridge overpass. The FDOT standard Level I representative is indicated for the Lee Road I-4 bridge overpass. Improvements include enhanced bridge facades, new updated traffic signal mast arm poles, new highway illumination lighting, and new landscaping.

City responsibility for funding and maintenance applies to the Fairbanks bridge and decorative traffic signal mast arms since the elements are upgraded at the City’s request. As the Lee Road bridge is the FDOT standard design, the City is not obligated to maintain.

alternatives | other considerations: Constructing FDOT Level I standard bridge design at both Fairbanks and Lee Road would release the City of maintenance obligation. No cost to the City for the Installation of FDOT standard traffic signal strain poles.

fiscal impact: Upgraded Traffic Signal Mast Arm Poles, City cost of $80,000 to be included in the FY14 budget. FDOT has committed funds to construct the Level III upgraded aesthetic treatments; no cost to the City. The City will be responsible for electricity cost of approximately $720.00 annually.

long-term impact: Aesthetic improvements to the Fairbanks/I-4 Corridor area which acts as the western gateway to the City.

strategic objective: Aesthetic Improvement
MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF WINTER PARK,

AND

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

FOR THE ULTIMATE I-4 PROJECT

THIS AGREEMENT, made and entered into this day of , 2012, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter, the “DEPARTMENT” and the CITY OF WINTER PARK, a municipality incorporated under the laws of the State of Florida, hereinafter the “LOCAL AGENCY”.

WHEREAS, the DEPARTMENT has jurisdiction over and maintains I-4 as a part of the State Highway System including that portion of I-4 that runs through the city limits of the City of Winter Park; and

WHEREAS, the DEPARTMENT has initiated the design and construction of the I-4 Ultimate Project, FM# 242484-5-52-01., herein, the “PROJECT”; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY have discussed the inclusion of certain aesthetic and lighting features into the plans and construction of the PROJECT and the parties hereto desire to establish an understanding regarding the funding and the maintenance of the aesthetic and lighting features.

NOW THEREFORE, for and in consideration of the mutual benefits to flow to each other, the parties agree as follows:

1. AESTHETIC TREATMENT

The DEPARTMENT and the LOCAL AGENCY agree that the “I-4 Minimum Aesthetic Treatment and Color Schemes for I-4 Project, 242484-5 with the City of Winter Park” document, Exhibit “A” attached hereto and incorporated herein, is a complete description of the aesthetic treatment to be applied by the DEPARTMENT to the I-4 Project (FM 242 484-5) (hereinafter “Project”) within the Local Agency limits of the Local Agency.

2. AESTHETIC TREATMENT LOCATIONS

The LOCAL AGENCY and the DEPARTMENT further agree that the Table included in Part 5.0 of Exhibit “A” (“Treatment Location Identification”) accurately identifies and reflects what aesthetic treatment levels that the DEPARTMENT will incorporate into the Design-Build Plan.
sets. The LOCAL AGENCY and the DEPARTMENT agree that those items included in Exhibit “A” hereto are the only aesthetic features that will be added to the DEPARTMENT’s Project. The LOCAL AGENCY agrees to appoint one individual who will be responsible to receive submittals from the DEPARTMENT’s Contractor relative to the aesthetic features and that the LOCAL AGENCY will expedite review of the submittals.

3. COST OF DESIGN & INSTALLATION OF AESTHETIC TREATMENT

The LOCAL AGENCY and the DEPARTMENT agree that the cost of the aesthetic treatment described in Exhibit “A” shall be incorporated into the DEPARTMENT’s Design-Build Plan sets and shall be bid as a part of the larger I-4 Design Build package. Except as may be otherwise addressed herein, the DEPARTMENT shall bear the cost of the design and construction of the aesthetic treatment described in Exhibit “A”.

4. MAINTENANCE RESPONSIBILITIES OF AESTHETICS

The LOCAL AGENCY and the DEPARTMENT agree that the DEPARTMENT will maintain the aesthetic features only at the Department’s standard level of maintenance as all other elements of I-4. Should the aesthetic features described in Exhibit “A” hereto need or require maintenance over and above the standard DEPARTMENT maintenance levels or at time intervals more often than what the DEPARTMENT normally performs maintenance or repair, the LOCAL AGENCY shall be responsible to perform and to bear the cost of the more intensive maintenance levels. In the event that the LOCAL AGENCY fails to maintain the features as needed, the DEPARTMENT shall have the option of removing the feature or of continuing to maintain the feature at a “standard” maintenance level regardless of the deteriorated appearance of the feature. By way of example, but not by limitation, the LOCAL AGENCY shall be responsible to maintain the paint and color scheme in the event of vandalism or in the event of an accident that requires repair or restoration of the aesthetic scheme. The DEPARTMENT shall be responsible to maintain the structural elements of all bridges and overpasses within the limits of I-4.

5. HIGHWAY ILLUMINATION LIGHTING

The DEPARTMENT has designed certain standard lighting for the PROJECT and the DEPARTMENT agrees to install standard lighting fixtures for the PROJECT at those locations identified in Exhibit “B” hereto. For the standard lighting fixtures, the DEPARTMENT shall be responsible for the design and construction of said fixtures.

5.1 On-System Lighting

If the standard lighting is located on the State Highway System, the lighting may be added to the Master Lighting Agreement between the parties hereto which shall control the cost of operation, maintenance and repair in addition to the cost of electricity to operate the lights.
In the event the lighting is not added to the Master Lighting Agreement, the DEPARTMENT shall be responsible to maintain, repair, replace and to operate the on-system lighting.

5.2 Off-System Lighting

The CITY has requested that certain off-system lighting features be designed and installed as a part of the I-4 Ultimate Project. For the off-system lighting locations identified in the Design-Build Plans package, the DEPARTMENT will design and construct off-system highway illumination lighting. The CITY shall be solely responsible to maintain, repair, replace and to pay the cost of operation of all of the off-system lighting. Any and all connection fees, impact fees, any other fees, and any cost or fees to establish load centers for the off-system lighting shall be the responsibility of the CITY. The DEPARTMENT shall, if necessary, work with power provider for the off-system lighting system to establish an address for the load centers and to establish with the power provider that the CITY will be solely responsible for the cost of operation for the off-system lighting. Notwithstanding the above, the DEPARTMENT’s Contractor shall be responsible for the cost of operation of the off-system lighting up to the point of final acceptance by the DEPARTMENT. At the point of final acceptance of the Project, the cost and responsibility for the off-system lighting shall be the responsibility of the CITY. In the event the CITY requires a specific lighting fixture to be purchased and installed which will require the purchase by way of purchasing the fixture as a sole source, then the DEPARTMENT will design and construct the foundations and power supply for the off-system highway illumination lighting and the CITY shall be responsible to complete the construction of the off-system lighting by supplying the lighting fixtures and the CITY will be responsible to have said lighting fixtures installed.

5.3 Bridge Lighting

The DEPARTMENT and the LOCAL AGENCY agree that any highway illumination lighting on the top side of the vehicular bridges crossing over the Project shall be owned, operated and maintained by the LOCAL AGENCY. Any standard “under deck” highway illumination lighting on the bridges or overpasses that is constructed as a part of the DEPARTMENT’s Project shall be owned, operated and maintained by the DEPARTMENT.

6. LANDSCAPING

The LOCAL AGENCY understands and agrees that any landscaping that the LOCAL AGENCY wants to have added to I-4 within the city limits of the LOCAL AGENCY will be handled by way of a separate agreement at a later time. At the time that landscaping is added to
I-4, the **LOCAL AGENCY** shall be responsible to pay any connection fees or impact fees or any other type of fee that is levied by the **LOCAL AGENCY** or any other third party that arises out of or is in any way associated with the landscaping. These fees would include, but not be limited to irrigation impact fees, water or reuse water connection fees, and any fees or costs of any sort associated with providing power or load centers for meters or irrigation devices.

7. **HARDSCAPE FEATURES ON ADJACENT LOCAL AGENCY STREETS**

In the event the DEPARTMENT must connect the Project to **LOCAL AGENCY** streets, the DEPARTMENT agrees to make the connection by replacing the street features in kind with those demolished. In the event the **LOCAL AGENCY** desires to upgrade any features at these points of connection, the **LOCAL AGENCY** agrees that it will pay to the DEPARTMENT the incremental, additional cost of the upgrade. To do so, the **LOCAL AGENCY** shall enter into a Locally Funded Agreement to provide the funding to the DEPARTMENT ______ days prior to the DEPARTMENT’s advertising the Project for construction. The **LOCAL AGENCY** agrees to sign a LFA in substantially the same form as the LFA attached hereto as Exhibit “____”. In the event the LFA is not signed, the DEPARTMENT will move forward with the project, replacing features with similar, in-kind features, without designing or installing upgraded features.

8. **MAST ARMS**

The DEPARTMENT agrees to design and install mast arm structures at various intersections as requested by the **LOCAL AGENCY**. The specific locations and the number of mast arm structures are identified and described in Exhibit “D” attached hereto and incorporated herein. The **LOCAL AGENCY** agrees to be responsible to contribute to the DEPARTMENT for the difference between the cost of strain pole structures and the requested mast arms. The current estimate of said difference and the amount of the **LOCAL AGENCY**’s estimated contribution is $80,000.00. The **LOCAL AGENCY** agrees to pay the incremental additional cost of the upgrades. To do so, the **LOCAL AGENCY** shall enter into a Locally Funded Agreement to provide the funding to the DEPARTMENT ninety (90) days prior to the DEPARTMENT’s advertising the Project for construction. The **LOCAL AGENCY** agrees to sign a Locally Funded Agreement (LFA) in substantially the same form as the LFA attached to this Agreement as Exhibit “E”. In the event the LFA is not signed, the DEPARTMENT will move forward with the Project, installing strain poles at all locations identified in Exhibit “D” hereto.

9. **EXPENDITURE OF FUNDS**

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such
contract or other binding commitment of funds. Nothing herein shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

10. NO COMMITMENT OF FUNDS

The LOCAL AGENCY and the DEPARTMENT agree that nothing herein shall be considered a commitment of funds to incorporate the aesthetic treatment and lighting described herein unless and until the DEPARTMENT is able to fund and to enter into a Design Build contract for the construction of I-4 that includes said treatment and lighting unless and until the funding is secured, programmed, encumbered and authorized by the Federal Highway Administration and by the Department’s Comptroller.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

CITY OF WINTER PARK

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

Attest: __________________________
By: __________________________
Title: __________________________

DEPARTMENT OF TRANSPORTATION

By: __________________________
Name: Alan E. Hyman, P.E.
Title: Director of Transportation Operations
Date: __________________________

Approved as to form and legality:
______________________________
By: __________________________
City Attorney

Department Legal Review:
______________________________
January 31, 2013

Lena Petersen, Construction Project & Grant Manager  via email & regular U.S. Mail
Debbie Wilkerson, CPS/CAP, Public Works
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Re: FDOT and CWP Ultimate I-4 Project Agreement

Dear Lena:

This responds to your email dated January 18, 2013, which included a proposed "Memorandum of Agreement" between Winter Park and DOT for the "Ultimate I-4 Project".

I have the following comments:

1. Paragraphs 4 and 5.2 require that the City will maintain and repair aesthetics and "off system" lighting that exceeds DOT minimum standards. A local agency maintenance agreement was not attached as an exhibit nor provided in what you sent to me.

I recommend that paragraphs 4 and 5.2 specifically state that to the extent the City of Winter Park has a duty to maintain or repair aesthetics, lighting or future installed landscaping, then the City, its agents and employees shall have a non-exclusive and perpetual easement on state highway system right-of-way for the purpose of access to maintain and repair. The City and its personnel will abide by all DOT regulations when entering highway system right-of-way to repair/maintain aesthetic features, off system lighting and landscaping (but only to the extent that the landscaping agreement and this agreement require the City to maintain or replace assets/landscaping).

2. Paragraph 1 requires that the City will appoint one individual responsible to
receive submittals from the Department’s contractor that regard aesthetic features and that
the City will “expedite” review of the submittals. I recommend that the City shall have at
least 14 business days within which it can review and respond to contractor submittals.
Fourteen business days should allow for City staff to bring an item before the Commission.

FDOT has the responsibility to design and construct all improvements, even those that
exceed their minimum standards. The exception to this is 5.2 regarding sole-source off-
system lighting. If the lighting system the City requires is sole-source, then FDOT will
design and construct foundations and power supply but the City must purchase the sole
source lighting system and install it.

4. What you sent did not include LFA’s (Local Financing Agreements) for either
the hardscape street improvements or the mast arms (these are identified as exhibits in
the Agreement). The exhibits are not marked, but it appears that Exhibit “A” for aesthetics
is complete, and there are some documents regarding lighting, but it is difficult to tell if the
entire Exhibit “B” concerning lighting was included. And, I could not identify any documents
specifically related to “strain poles” that would satisfy the description of “Exhibit D”. I
cannot review or comment upon exhibits that are incomplete or not furnished. The LFA’s
in particular would be separate legal agreements that should be provided and reviewed.
The remainder of the exhibits are business terms that staff should be comfortable with
before this Agreement is finalized.

5. Paragraph 9 (“Expenditure of Funds”) is a little vague as applied to this
Agreement. Is FDOT attempting to say they are not bound to expend money unless and
until they have a statement from their comptroller that funds are available? If that is the
intent, it can be more simply stated, but it isn’t a necessary provision because the
Agreement doesn’t require FDOT to actually spend money or construct anything within a
required period of time.

I understand the concept that FDOT doesn’t want to be obligated to spend money
until such time as it has a budget and funds are appropriated to accomplish a specific task
called for in the Agreement. If they believe a “nonappropriation” clause is needed in
paragraph 9, then the City should have one as well.

6. Is the reference in paragraph 2 to FDOT’s “standard department maintenance
levels” sufficiently clear?

7. My final comment is that FDOT is not obligating itself to do anything within
any particular period of time. This Agreement basically sets out the rules for apportioning
responsibility when and if there are budgeted funds from state and federal funds to move
forward. See, paragraphs 9 and 10 of the Agreement.
January 31, 2013
Page 3

Subject to my comments, the Agreement is a lawful and reasonable assignment of respective responsibilities concerning design and construction of the I-4 improvements through Winter Park.

Sincerely,

Usher L. Brown

ULB: tla
G:\docs\Cities\Winter Park\Agreements & Contracts\FDOT - Aesthetic Enhancements - I-4\Ltr.lena petersen re review of FDOT Agreement Maintenance Agreement for Ultimate I-4 Project.wpd
1-4 Minimum Aesthetic Treatments and Color Schemes
Project 242484-5 within the "City of Winter Park"
PROJECT DESCRIPTION:

Over the next few decades, FDOT will reconstruct 70 miles of Interstate 4 from the Central Florida intersection area (Clinch Park/Cabaness Road) to Debary (I-9). As part of this reconstruction, eighteen overpass bridges will be built in Orange, Osceola, and Seminole Counties. In August 2008, FDOT developed aesthetic design concepts for these bridges. These efforts focused on establishing a unifying theme representing the urban design character of historic Orlando. Design elements included the top beam wall, the exposed bridge beams, as well as the side and underpass walls. New bridge wall elements were included in each design. FDOT offered the alternative design choices to cities like Winter Park.

Two of the bridges are within the City of Winter Park, including those over Lee Road and Fairbanks Avenue. As part of the Winter Park Gateway Project, Steltz & Verges Design, working with FDOT, designed a unique bridge design alternative for the Fairbanks Avenue Bridge. Total estimated costs for the Fairbanks Bridge is $1,320,110. The Lee Road Bridge will achieve a Level 1 EnhancementAllocation of $504,479. If the City were to honor the bridge treatment for this bridge to Level 1, an additional $307,086 would be available for the Fairbanks Bridge, bringing the total to $1,420,110. Represented in these plans are change development decisions on the bridge designs. These represent sufficient detail for FDOT pricing and final design.
I-4 over Lee Road

Level 1 - Representative

Elements:

1. Bridge Structure – As Recommended in the Bridge Development Report (BDR)/1 Color (34108)
2. MSE Bridge Pylons - Thickened MSE Wall Panels with 2 Textures and 2 Colors (33690 & 33446)
3. Crash Barrier - Formliner Texture On Crash Barrier Across Bridge/2 Colors (33690 & 33446)
4. MSE Walls – 1 Texture/1 Color (33690)
5. MSE Coping – 1 Texture/1 Color (33446)
6. Sound Walls – Multiple Heights/2 Textures/2 Colors (33690 & 35446)
   Final Soundwall Aesthetics Have Not Been Developed
subject

RFP-11-2013 Federal Lobbying Services

motion | recommendation

Recommend City Commission approve award to Alcalde & Fay Government & Public Affairs Consultants

background

On January 17, 2013 the RFP was issued.  
On February 14, 2013 a public opening of responses was conducted. A total of five (5) proposals were received, all were deemed responsive.  
On February 21, 2013 the selection committee met to conduct a short listing of the responses.  
Rankings by committee member as follows:

<table>
<thead>
<tr>
<th>Member</th>
<th>Alcalde &amp; Fay</th>
<th>Becker &amp; Poliakoff</th>
<th>BGR Government Affairs</th>
<th>Gephardt Government Affairs</th>
<th>Jenkins Hill Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Troy Attaway</td>
<td>67</td>
<td>62</td>
<td>63</td>
<td>39</td>
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<tr>
<td>Michelle del Valle</td>
<td>89</td>
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<td>John Holland</td>
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<td>Sarah Sprinkel</td>
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<td>George Wiggins</td>
<td>87</td>
<td>83</td>
<td>91</td>
<td>74</td>
<td>84</td>
</tr>
</tbody>
</table>

On March 5, 2013 oral presentations were given by the top three (3) short listed firms:
Alcalde & Fay Government & Public Affairs Consultants
BGR Government Affairs, LLC
Jenkins Hill Consulting, LLC

At the conclusion of the oral presentations, the selection committee ranked as follows. The overall lowest score becomes the top ranked firm.

<table>
<thead>
<tr>
<th>Member</th>
<th>Alcalde &amp; Fay</th>
<th>BGR Government Affairs</th>
<th>Jenkins Hill Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Troy Attaway</td>
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<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Michelle del Valle</td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>John Holland</td>
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<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Sarah Sprinkel</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>George Wiggins</td>
<td>1</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
<td>9</td>
<td>14</td>
</tr>
</tbody>
</table>
Cost proposal for each of the short listed firms as follows:

Alcalde & Fay: $5,000 per month
BGR Government Affairs: $4,500 per month
Jenkins Hill Consulting: $3,500 per month

alternatives | other considerations

The City Commission has the option of accepting the Selection Committee’s recommendation or selecting another firm proposing on this engagement.

fiscal impact

Top ranked firm proposed fee is $5,000 per month.

long-term impact

N/A

strategic objective

Quality government services & financial security
Subject: **Second Reading** of the Request for Comp. FLU/Rezoning of 216, 224 and 234 W. Lyman Avenue to Office (O-2).  *New text in yellow*

The City Commission approved this Comp. FLU/Rezoning at first reading on March 25th. The approval is subject to an Agreement deed restriction which binds the applicant to move the Grant Chapel building within two (2) years or the action to rezone shall be null and void. The Agreement also commits to the preservation of the Grant Chapel church building. Furthermore the Agreement Owner furthermore voluntarily agrees that if the Grant Chapel church building is ever destroyed or damaged beyond repair due to fire, tornado or any other Acts of God, then Owner agrees and commits that no replacement building shall be any larger in size and square footage than the existing Grant Chapel church building and further that no replacement building shall be more than one story in height. (That revised Agreement is attached in the agenda materials).

**Planning and Zoning Board Recommendation:**

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the comprehensive plan future land use map amendment to Office and the rezoning to (O-2) on the properties at 216, 226 and 234 W. Lyman Avenue with the condition that a Development Agreement commits the owner to the relocation of the Grant Chapel Church building to this site within two (2) years from this approval and commits to the preservation of the Grant Chapel Church building. Motion carried with a 6-1 vote. Mrs. Whiting voted against the motion.

**Summary:**

The 216, 226 and 234 W. Lyman Avenue properties consist of the small single family frame house at the New York Avenue corner, the adjacent vacant lot to the west and the next adjacent former Western Union property. The 216 and 226 W. Lyman properties are designated single family (R-1A). The 234 W. Lyman Avenue property historically was where the Winter Park Taxi Company and Western Union office operated from. Due to the quasi-public service business nature of those operations, the City established Institutional future land use in the comprehensive plan and Public, Quasi, Public (PQP) zoning in 1976.
The proposal for these three properties collectively is to redevelop the entire site by moving the historic Grant Chapel church building from its current location at 301 W. New England Avenue to this new location. The Grant Chapel building was constructed in 1935 and was one of the historic churches in the Hannibal Square neighborhood. The congregation was no longer viable in the late 1990’s and in 2002 it was sold to the applicant. In recent years, the building has been used by the Winter Park photos and wedding chapel business. The proposed office (O-2) zoning would allow that wedding photography business and in the future also allow for the building to be used as office space. The site plan shows the Grant Chapel building, its associated parking and the corner plaza for outdoor wedding photos.

The alternative as New England Avenue redevelops to much higher density is for Grant Chapel to be demolished to make way for that redevelopment. The historic preservation term for this is “adaptive reuse”. Preserving and saving a historic building for an alternate economically viable use.

One other condition is that one of the properties being acquired at 234 W. Lyman has three parking spaces that are committed as off-site parking for the Prince-Bush building at 227 W. New England Avenue. In order to make this happen (since there is not space for that parking plus the parking needed for the Grant Chapel tenant) is to waived the requirement for those three spaces. As a practical reality they have never used them.

**Staff Appraisal:**

The staff supported the request. In terms of location and context these properties are on the edge of the downtown and next to the SunRail R/O/W and City Electric utility yard. In this transitional location, single family residential zoning is not the most appropriate development use in this location. The requested rezoning is compatible with this “edge” transitional location.
Parcel Photos - 301 W New England Ave

302205940040170 05/19/2006

Grant Chapel Church

http://www.ocpafl.org/Searches/ParcelPhotoPrinterFriendly.aspx/PDF/False/PID/3022059... 1/24/2013
ORDINANCE NO.  

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”,
ARTICLE I “COMPREHENSIVE PLAN” FUTURE LAND USE
MAP SO AS TO CHANGE THE FUTURE LAND USE
DESIGNATION OF SINGLE FAMILY RESIDENTIAL AND
INSTITUTIONAL TO OFFICE FUTURE LAND USE ON THE
PROPERTIES AT 216, 226 AND 234 WEST LYMAN AVENUE,
MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR
CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

WHEREAS, the owner of the property more particularly described herein has requested an amendment to the Comprehensive Plan for this property, and such amendment meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on February 5, 2013, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

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

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

SECTION 1. That Chapter 58 “Land Development Code”, Article I, “Comprehensive Plan” future land use plan map is hereby amended so as to change the future land use map designation of single family residential and institutional to office on the properties at 216, 226 and 234 W. Lyman Avenue, subject to the implementation of a development agreement for the preservation of the Grant Chapel church building and said property being more particularly described as follows:

Lots 1 & 2, Block 68, Revised Map of the Town of Winter Park as recorded in Plat Book
“A”, Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID’s # 05-22-30-9400-68-011; 05-22-30-9400-68-012 and 05-22-30-9400-68-021

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

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

SECTION 4. Effective Date. This Ordinance may not become effective until 31 days after adoption and additionally Section 1 of this Ordinance will not become effective unless title to the Property becomes vested in Westside Partners, Ltd. or its assignee. If challenged within 30 days after adoption, this Ordinance may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____________, 2013.

____________________________________________________________________  Mayor

Attest:

____________________________________________________________________

City Clerk
ORDINANCE NO.  

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE ZONING DESIGNATION OF SINGLE FAMILY (R-1A) DISTRICT AND PUBLIC, QUASI-PUBLIC (PQP) DISTRICT TO OFFICE (O-2) DISTRICT ON THE PROPERTIES AT 216, 226 AND 234 WEST LYMAN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the owner of the property more particularly described herein has requested rezoning in compliance with the Comprehensive Plan, and the requested zoning will achieve conformance with the Comprehensive Plan future land use designation for this property, and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Winter Park have recommended approval of this Ordinance at their February 5, 2013 meeting; and

WHEREAS, the City Commission of the City of Winter Park held duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

SECTION 1. That Chapter 58 “Land Development Code”, Article III, “Zoning” and the Official Zoning Map are hereby amended so as to change the existing zoning designation of single family (R-1A) district and public, quasi-public (PQP) district to office (O-2) district zoning on the properties at 216, 226 and 234 W. Lyman Avenue, subject to the implementation of a development agreement for the preservation of the Grant Chapel church building and said property being more particularly described as follows:
Lots 1 & 2, Block 68, Revised Map of the Town of Winter Park as recorded in Plat Book “A”, Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID’s # 05-22-30-9400-68-011; 05-22-30-9400-68-012 and 05-22-30-9400-68-021

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

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

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _________. If Ordinance _________ or if either Section of that Ordinance does not become effective, then that Section or this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____________, 2013.

Mayor

Attest:

City Clerk
GRANT CHAPEL AGREEMENT

THIS GRANT CHAPEL AGREEMENT ("Agreement") is made this __ day of ____________, 2013, between the CITY OF WINTER PARK, FLORIDA, a Florida municipality ("City"), whose address is City Hall, 401 Park Avenue South, Winter Park, Florida 32789, and Morney Partnership, Ltd, A Florida Limited Partnership, ("Owner") whose address is Post Office Box 350, Winter Park, Florida 32790:

RECITALS

WHEREAS, the City and Owner desire to preserve the historic Grant Chapel building in order to preserve the history and heritage of the Hannibal Square community and to provide for a useful and adaptive reuse of that historic structure, by relocating the Grant Chapel church building from 301 West New England Avenue to 216, 224 and 234 W. Lyman Avenue, referred to as the “Property”, more particularly described as:

Lots 1 & 2, Block 68, Revised Map of the Town of Winter Park as recorded in Plat Book “A”, Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID’s # 05-22-30-9400-68-011; 05-22-30-9400-68-012 and 05-22-30-9400-68-021
**WHEREAS**, the City has agreed to process a rezoning for the Property at 216, 224 and 234 W. Lyman Avenue to Office (O-2) so that, should the rezoning be approved, the Grant Chapel church building may be relocated to that site and be used by Owner for economic return in accordance with the zoning regulations, and

**WHEREAS**, the Owner has made a commitment to relocate the Grant Chapel church building within two (2) years of the date of the approval of the rezoning, if approved, and has further committed to the preservation of the Grant Chapel church structure, and

**WHEREAS**, the property located at 227 West New England Avenue bearing Orange County Parcel ID # 05-22-30-9400-40-321 and described as TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 BEG 54.8 FT W OF SE COR OF BLK 40 RUN N 42 FT W 5 FT N 33 FT W 75.2 FT S 75 FT E 80.2 FT TO POB IN SEC SEE 3566/27 (the “227 Property”), has the benefit of a variance previously granted by the City whereby additional parking spaces required by the City to accommodate the addition of 650 square feet of office space by enclosure of porch space (the “Off-site Parking”) were permitted to be located more than 300 feet away from the 227 Property,

**WHEREAS**, the City has agreed to release the 227 Property from the requirement to maintain three (3) off-site parking spaces on the property at 234 W. Lyman Avenue in order to allow the 227 Property to maintain its current totals of enclosed, patio, porch and other square footage without the need for any off-site parking.

**NOW, THEREFORE,** in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The City agrees to process the rezoning requested for the adaptive reuse of the Grant Chapel building. The City agrees to release the 227 Property from the requirement to maintain three (3) off-site parking spaces on the property at 234 W. Lyman Avenue for the 227 Property as set forth below.
2. The Owner agrees to undertake within two (2) years of the date of this Agreement, to relocate and move the Grant Chapel building structure to the Property. Should the relocation not occur within the two (2) years, then the Owner agrees to apply and consent to a rezoning of the Property back to the zoning designations in place prior to this Agreement.
3. Owner voluntarily agrees that upon completion of the move, the Property and Grant Chapel church building shall be listed as a historic landmark property, and governed by Chapter 58,
Land Development Code and the Winter Park Historic Preservation Commission. As such, the Owner will not demolish or alter the Grant Chapel church building structure in architectural style and integrity without the consent of the City.

4. Owner furthermore voluntarily agrees that if the Grant Chapel church building is ever destroyed or damaged beyond repair due to fire, tornado or any other Acts of God, then Owner agrees and commits that no replacement building shall be any larger in size and square footage than the existing Grant Chapel church building and further that no replacement building shall be more than one story in height.

5. The City agrees to release the 227 Property from the requirement to maintain three (3) off-site parking spaces on the property at 234 W. Lyman Avenue for the 227 Property based on the current enclosed square footage of the 227 Property.

6. BOUNDING EFFECT: This Agreement shall be binding upon Owner and its successors and assigns in interest and all other parties acquiring any interest in the Property, and shall inure to the benefit of the City, and shall run with the land.

7. AUTHORITY: Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed, as the case may be, and that upon execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

8. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. SEVERABILITY: If any provisions of this Agreement are found to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect.

10. RECITATIONS: The Recitals are hereby incorporated as if fully set forth herein.

11. THIRD PARTY BENEFICIARIES: This Agreement gives no rights or benefits to anyone other than the City and Owner and has no third-party beneficiaries.

12. NOTICES: Any notices required or permitted to be made or given to either party pursuant to this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written notification of receipt; or (iii) by email or facsimile transmission upon acknowledgment of receipt of electronic transmission.

13. SPECIFIC PERFORMANCE: The parties hereto shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year first above written.

**OWNER:**

Morney Partnership, Ltd., a Limited Partnership
Post Office Box 350
Winter Park, Florida 32790
Attn: Daniel B. Bellows
Vice President
Telephone: _________________________
Fax: _________________________

**CITY:**

City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
Attn: City Manager
Telephone: 407-599-3277
Fax: 407-599-3436

With a Copy to:

Usher L. Brown, Esquire
Brown, Garganese, Weiss & D’Agresta
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
Telephone: 407-425-9566
Fax: 407-425-9596

Signed, sealed and delivered in the presence of:   CITY OF WINTER PARK, FLORIDA

__________________________                          By: ____________________________
Signature___________________________          It’s Mayor_______________________
Print Name                                                               Date Executed:___________________

__________________________
Signature

__________________________
Print Name
Morney Partnership, Ltd, a Florida Limited Partnership

___________________________   _____________________________
partner

___________________________   _____________________________
Morney GP Corporation, its general
Daniel B. Bellows, Vice President

Signature

___________________________   _____________________________
Print Name
Date Executed: _________________

___________________________
Signature

___________________________
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this_______ day of ____________ 2013, by Daniel B. Bellows as Vice
President of Morney GP Corporation, who is personally known to me or has produced (type of
identification) as identification.

___________________________
Notary Public, State of Florida

___________________________
Print, Type or Stamp Commissioned Name of
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this_______ day of ____________ 2013, by Kenneth Bradley as Mayor of
the City of Winter Park, Florida, a municipal corporation, who is personally known to me or has
produced ______________________ (type of identification) as identification and he
acknowledged that he executed the above document for the City.

___________________________
Notary Public, State of Florida

___________________________
Print, Type or Stamp Commissioned Name of
Notary Public
REQUEST OF THE SYDGAN CORP. TO AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE MAP SO AS TO CHANGE THE EXISTING FUTURE LAND USE DESIGNATIONS OF SINGLE FAMILY RESIDENTIAL AND INSTITUTIONAL TO OFFICE FUTURE LAND USE ON THE PROPERTIES AT 216, 226 AND 234 W. LYMAN AVENUE AND TO MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE ON THE PROPERTY AT 250 W. LYMAN AVENUE.

REQUEST OF THE SYDAN CORP. TO: AMEND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING SINGLE FAMILY (R-1A) DISTRICT AND PUBLIC, QUASI-PUBLIC (PQP) ZONING TO OFFICE (O-2) DISTRICT ZONING ON THE PROPERTIES AT 216, 226 AND 234 W. LYMAN AVENUE AND TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE PROPERTY AT 250 W. LYMAN AVENUE.

Planning Director Jeffrey Briggs presented the staff report and explained that the Sydgan Corp. owns and has contingent contracts to purchase property for which they seek Comprehensive Plan future land use map and Zoning map changes to:

1. Change the existing Single Family (R-1A) and Institutional (PQP) designations to Office (O-2) zoning on the properties at 216, 226 and 234 W. Lyman Avenues in order to relocate the Grant Chapel building on this site and use for office purposes; and to

2. Change the existing Single Family (R-1A) designation to Medium Density Residential (R-3) zoning on the property at 250 W. Lyman Avenue in order to build townhomes on the property.

He noted that they are made as one request with two components for which the City may treat each one independently of the other.

Mr. Briggs reviewed the history of the subject properties. He explained that the 216, 226 and 234 W. Lyman Avenue properties consist of the small single-family frame house at the New York Avenue corner, the adjacent vacant lot to the west and the next adjacent former Western Union property. The 216 and 226 West Lyman properties are designated single family (R-1A). The 234 W. Lyman Avenue property historically was where the Winter Park Taxi Company and Western Union office operated from. Due to the quasi-public service business nature of those operations, the City established Institutional future land use in the comprehensive plan and Public, Quasi, Public (PQP) zoning back in 1976. He said that the proposal for these three properties collectively is to redevelop the entire site by moving the historic Grant Chapel church building from its current location at 301 West New England Avenue to this new location.

The Grant Chapel building was constructed in 1835 and was one of the historic churches in the Hannibal Square neighborhood. The congregation was no longer viable in the late 1990’s and in 2002 it was sold to the applicant. In recent years, the building has been used by the Winter Park photos and wedding chapel business. They would plan to continue those business activities in the new location. The proposed office (O-2) zoning would allow that business and in the future for use as office space. The site plan shows the Grant Chapel building, its associated parking and the corner plaza for outdoor wedding photos. The alternative as New England Avenue redevelops to much higher density is for Grant Chapel to be demolished to make way for that redevelopment. The historic preservation term for this is “adaptive reuse”. Preserving and saving a historic building for an alternate economically viable use. He reviewed the comprehensive plan issues.

One other small complication is that one of the properties being acquired at 234 W. Lyman has three parking spaces that are committed as off-site parking for the Prince-Bush building at 227 N. New York Avenue. In order to make this happen (since there is not space for that parking plus the parking needed for the Grant Chapel tenant is to waive the requirement for those three spaces. As a practical reality they have never used them.

In summary, given this context and location on the corner of New York and Lyman Avenue, across from the Farmers Market and City Hall facilities, it seems to the staff that the goal of Historic Preservation for the Grant Chapel building outweighs any negative precedent. However, the action to rezone needs to be conditioned upon a Development Agreement which binds the applicant to move the Grant Chapel building.
within a reasonable time period, such as two years or the action to rezone shall be null and void and that the applicant must commit to preserve the Grant Chapel building by adding it to the City’s Historic Preservation program. Mr. Briggs indicated that the applicant was in agreement to these conditions.

Mr. Briggs said that the 250 West Lyman Avenue property is approximately 52,035 sq. ft. in size with 300 feet of frontage on W. Lyman Avenue and then a rear portion with 100 feet of frontage on Comstock Avenue. It is now designated single family (R-1A) and the applicant is requesting the city’s multi-family residential (R-3) designation. Under the current city zoning, 8 single family homes could be built on this property. Under the proposed R-3 designation, up to 20 multi-family units could be developed.

The future development plans of the applicant are not firm at this time because the property is under contract for sale to David Weekly Homes. David Weekly does not have development plans finalized at this time. However, one of the requirements for a rezoning submission is to “include prospective plans indicating the desired development scenario proposed as a result of an approval”. So in keeping with that code requirement, the applicant as the seller, has presented a site plan representative of how 16 new townhomes could be built on this site if rezoned. However, the City is not approving this plan or any variances at this time. The application is only for Comp. Plan FLU and Rezoning to R-3.

The staff supports this request. The request for the change to R-3 zoning is appropriate given the location and context of this “edge” transitional setting. If the City desires to preserve the residential character of the Hannibal Square neighborhood, then getting new residential townhouse development on this large vacant property will work to insure the residential transitional edge is fixed. As long as this large site sits vacant, it is a candidate for some to see it with office or commercial development potential.

Staff recommendation is for Approval of the change to Office (O-2) on the properties at 216, 226 and 234 W. Lyman Avenue with the condition that a Development Agreement commits the owner to the relocation of the Grant Chapel church building to this site within two (2) years from this approval; and approval of the change to Multi-Family Residential (R-3) on the property at 250 W. Lyman Avenue.

Dan Bellows, the applicant, 558 West New England Avenue, addressed the Board regarding the request. He discussed the history of the property and provided the Board members with details of the proposed redevelopment. He said that he feels that what is proposed is a good transition for this property that is so close to New York Avenue, the SunRail tracks, Farmers Market and City Hall. He responded to Board member questions and concerns.

Patrick Olson, represented the owners of 234 West Lyman, expressed support of the request. However, the owners do not wish the rezoning to be effective unless Mr. Bellows closes on the property.

Martha Hall, 331 West Lyman Avenue, was opposed. She expressed concern that a more detailed plan has not been submitted by the buyer for the townhouses and also that there is not enough parking for 16 townhouses. She encouraged the Board to maintain the single-family residential character of Lyman Avenue, and also to adhere to the applicant being required to submit more detailed plans.

Lurlene Fletcher, 790 Lyman Avenue, agreed with the comments made by Mrs. Hall.

Forrest Michael, 358 West Comstock Avenue, addressed the Board. He suggested that there be a more interactive forum with the neighborhood to address the properties in more detail. He agreed with the comments made by Mrs. Hall and Ms. Fletcher. He said that he has met with the applicant to discuss some preliminary concerns. He said that he feels that there are many unanswered questions. He discussed his concerns with regard to the City electric utility POC zoned property, which the City may soon declare surplus. He presented his plans for the redevelopment of the electric utility property and the possibility for a new street connection.
Mr. Briggs explained that the City Commission has a work session planned for February 25th to explore options for city properties. Amongst those to be discussed is the City's electric utility yard along the railroad and whether to sell that land.

Mr. Bellows reiterated that he has a contracts pending on two of the subject properties at 226 and 234 W. Lyman and that he has worked very hard to secure the properties necessary to make this redevelopment happen. He requested that the Board move forward with this request because the contracts could not be extended.

No one else wished to speak concerning this issue. Public Hearing closed.

The Board members discussed the request and were in general agreement with the requests. The Board discussed the City electric yard and whether it would be best to delay this recommendation for one month while the City Commission determines the fate of that property. Mrs. Whiting expressed that the Board should wait so that there would be some reaction from the City Commission as to the plans presented by Forest Michael. Mr. Johnston indicated that he felt inclined to vote on the request that was before them tonight as the City Commission process may take many months for a decision. The Board indicated that they were only voting on the zoning issue and were not approving any of the site plans or building plans presented to them.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the comprehensive plan future land use map amendment to Office and the rezoning to (O-2) on the properties at 216, 226 and 234 W. Lyman Avenue with the condition that a Development Agreement commits the owner to the relocation of the Grant Chapel church building to this site within two (2) years from this approval and commits to the preservation of the Grant Chapel Church building.

Motion carried with a 6-1 vote. Mrs. Whiting voted against the motion.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the Comprehensive Plan future land use map amendment to multi-family and the rezoning to (R-3) on the property at 250 West Lyman Avenue.

Motion carried with a 6-1 vote. Mrs. Whiting voted against the motion.

NEW BUSINESS:

There were no items of new business.

There was no further business. Meeting adjourned at 10:30 p.m.

Respectfully submitted,

Lisa M. Smith,
Recording Secretary
subject

Ravaudage Community Development District

motion | recommendation

Approve the petition by Benjamin Partners, Ltd., for the Ravaudage Community Development District, subject to the boundaries outlined in the petition (2nd reading)

summary

Benjamin Partners, Ltd., a Florida limited partnership has petitioned the Winter Park City Commission for approval of Community Development District (CDD), pursuant to the “Uniform Community Development District Act of 1980”, Chapter 190, Florida Statutes. This petition is a request for the City Commission to adopt an ordinance establishing a CDD on the property outlined in the petition.

The Ravaudage project, highlighted in the petition encompasses about 46 acres of land on the northwest corner of Lee Road and U.S. 17-92. The project was approved by Orange County Commission as a Planned Development mixed use development. The entitlements include:

- 489 Residential units
- 323,100 square feet of retail
- 891,000 square feet of office
- 320 room hotel

Staff’s analysis shows that the anticipated taxable value of this project at buildout is estimated at $197 million. For the CDD analysis, the developer anticipates a three year buildout.

This project was annexed into the city in November, 2012 and the City Commission accepted the entitlements approved by Orange County Board of County Commissioners with the annexation. Recently, the first restaurant opened on the property as well as the first phase of the infrastructure improvements which include the fountain and pavilion features.

The City Commission held a workshop on March 18, 2013 and reviewed the CDD petition. The City Commission approved the CDD application at first reading on March 25, 2013 with three modifications. These include removal of any reference to an interlocal agreement or revenue sharing in the petition, removal of the special powers allowing for garbage collection and disposal and updating the public/private land use map found in Exhibit 7A of the petition. The revised petition is attached.
Community Development District – Background

As defined by Chapter 190.003(6), a CDD is defined as:

“a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services; and the formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.”

Districts are run by a five member Board of Supervisors. These individuals will serve as the governing board of the District. The Board will transition over time to residents and property owners once the development takes place.

CDDs have a number of powers as special districts under their authority. These are defined by Chapter 190, Florida Statutes, but include the right to borrow money, raise money through user fees or special assessments or buy, lease or take lands within the district boundaries. The City Commission did restrict the powers of the special district at the first reading to not include garbage service.

Ravaudage CDD Application

The petitioner requests the creation of a CDD for several purposes. These include:

- Providing a governmental entity responsible for delivering public services and facilities in a manner that does not financially impact the residents and businesses outside the District;
- The landowners within the District will bear the cost of finding the public improvements necessary to develop the land within the district;
- The Act authorizes a CDD to acquire infrastructure improvements previously constructed by the Petitioner or other parties and allows the CDD to construct these improvements; provides for the timing of funds to be available and compatible with the timing of the construction and acquisition of infrastructure improvements that directly benefit the development of the project;
- Establishes a CDD in conjunction with a comprehensively planned community allowing for the more efficient use of resources as well as providing directly for new growth to pay for itself; and
- Creates a perpetual entity capable of making reasonable provisions for the operation and maintenance of many of the district services and facilities.

It is anticipated that, if created, this CDD would have all the rights outlined in Chapter 190, Florida Statutes. These rights are restricted to the district boundaries.

The Ravaudage CDD creates a governmental entity with the rights and responsibility to develop property within the District boundaries in a manner that encourages the redevelopment of a blighted area, assumes all liability for debt and has the potential to provide a positive and significant impact on a gateway into Winter Park.

Financial Impacts

The financing for the District is based on the assumption that a separate interlocal agreement between the city and the District addressing the generation, allocation and payment of economic incentive payments (EIP) from the city to the District will be approved. The interlocal agreement contemplates the contribution of property tax revenue, electric franchise fees and taxes, water taxes and stormwater fees. Fees generated from these revenue sources would be directly applied to debt service payments on infrastructure within the project.

At the City Commission meeting on March 25th, the Commissioners discussed the interlocal agreement as a non-action item and have directed staff to rewrite the agreement and bring it to the Commission at a future date. Staff is still drafting a preliminary concept for an interlocal agreement to address the
installation and timing of city-owned infrastructure.

Examining the CDD petition alone, staff believes that the application meets the requirements of Chapter 190, Florida Statutes and does not put the city in any financial risk through an approval of a CDD. Staff recommendation is for approval of the CDD with no additional conditions. The applicant’s counsel has submitted a revised application that removed language concerning the interlocal agreement.

**board comments**

The Economic Development Advisory Board reviewed the CDD application at their meeting on March 19, 2013. Much of the discussion at the Board focused on the bonding capabilities of the project, the amount of necessary infrastructure and the desire to see redevelopment occur in this area. Based on their review of the petition, EDAB unanimously recommended approval of the CDD petition.
# Ravaudage Community Development District

## Table of Contents

1. **Petition by Benjamin Partners, Ltd. for the Establishment of the Ravaudage Community Development District**  
   - Submitted February 25, 2013  
   - Updated March 28, 2013

2. **Pre-Filed Testimony**

3. **Proposed Ordinance Granting Petition for the Establishment of the Ravaudage Community Development District**  
   - Updated March 28, 2013
PETITION BY

BENJAMIN PARTNERS, LTD.

FOR THE
ESTABLISHMENT OF THE

RAVAUDAGE
COMMUNITY DEVELOPMENT DISTRICT

IN

THE CITY OF WINTER PARK, FLORIDA

SUBMITTED FEBRUARY 25, 2013
UPDATED MARCH 28, 2013
# Ravaudage Community Development District

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</tr>
</thead>
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</table>
BEFORE THE CITY COMMISSION
OF THE CITY OF WINTER PARK, FLORIDA

IN RE: AN ORDINANCE TO ESTABLISH
THE RAVAUDAGE COMMUNITY
DEVELOPMENT DISTRICT

PETITION

Benjamin Partners, Ltd., a Florida limited partnership (the "Petitioner"), hereby petitions the City Commission of the City of Winter Park, Florida pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act") to adopt an ordinance establishing the Ravaudage Community Development District (the "District") on the property described herein. In support of the Petition, Petitioner states:

1. The lands within the proposed District (as described below) was annexed into the City of Winter Park, Florida (the “City”) on November 12, 2012 pursuant to that certain Annexation Agreement dated April 9, 2012 between the City, Benjamin Partners, Ltd., Greenhouse Partnership, Ltd. and Garmet, Ltd., and recorded in Book 10363, Page 1260 of the Official Records of Orange County, Florida (the “Annexation Agreement”). Exhibit 1A attached hereto depicts the general location of the property that will comprise the proposed District, and said property includes approximately 45.8 +/- acres of land. The real property within the boundaries of the proposed District is generally located West of Orlando Avenue (S.R. 17-92), East of Bennett Avenue, North of Lee Road (S.R. 436), and South of the City of Maitland boundary line. The metes and bounds description of the external boundaries of the District, as well as a sketch of the external boundaries, is set forth in Exhibit 1B.

2. There are several parcels of real property within the external boundaries of the proposed District that are to be excluded from the District (the “Excluded Parcels”), and such excluded parcels are both described and depicted within Exhibit 1B. The last known addresses of all the owners of such Excluded Parcels are identified on Exhibit 2.

The proposed District is not expected to impact the Excluded Parcels in any significant way, as such parcels will still be eligible for independent development; however, these parcels, by virtue of their exclusion from the boundaries of the proposed District, may not be developed as a part of the integrated community within the District, and may not receive the benefits of one or more cooperative operation and maintenance projects undertaken by the proposed District.

3. Attached to this Petition as Exhibit 3, and made a part hereof, are the executed written consents to the establishment of the District by the owners of 100% of the real property to be included in the District. The City, by virtue of the annexation of the property comprising the District, including the existing rights-of-way therein, and by virtue of their approval of this Petition, have expressed or will express its consent to the inclusion of the rights-of-way within the boundaries of the District. Certain portions of these rights-of-way will be vacated in accordance with the terms of the Annexation Agreement.
4. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as set forth below. Each individual is both a citizen of the United States and a resident of the state of Florida with an address as listed in Exhibit 4 attached hereto.

   Daniel B. Bellows
   Robert P. Saltsman
   Patrick J. Knight
   Javier Omana
   Glen S. Jaffee

5. The proposed name of the District to be established is Ravaudage Community Development District.

6. A location map of the proposed District showing current major trunk water mains and sewer interceptors and outfalls is attached hereto as Exhibit 5.

7. Based on available data and the current assumptions of the Petitioner, the proposed timetable for the construction of District improvements is shown in Exhibit 6A. The estimated cost of constructing the proposed public improvements is shown in Exhibit 6B. The information presented in both exhibits are good faith estimates and are not binding on the Petitioner or the District and are subject to change.

8. The future general distribution, location and extent of public and private land uses within the District are shown on Exhibit 7A attached hereto, and such uses are consistent with the planned development land use category. The proposed uses are also consistent with the future land use plan element of the Orange County (the "County") Comprehensive Plan, which was adopted by the City of Winter Park as to the lands within the boundaries of the proposed District by virtue of the November 12, 2012 annexation of these lands. The portion of the Orange County future land use map applicable to the subject property is shown as Exhibit 7B. The land within the proposed District is anticipated to be developed with 489 residential units, 320 hotel rooms, approximately 323,000 square feet of retail uses, and approximately 891,000 square feet of office uses. The Petitioner currently intends for the District to finance (i) water distribution and wastewater collection and transmission utilities, (ii) surface water management, (iii) public roads, (iv) lighting, (v) landscaping, (vi) public parking and (vii) parks and other recreational facilities (collectively, the "Public Infrastructure"). Upon the District’s completion of the water distribution and wastewater collection and transmission facilities, roads and surface water management facilities, it is anticipated the District will dedicate such facilities to the City of Winter Park, Florida.

9. Exhibit 8 is a Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, Florida Statutes.

10. Exhibit 9 attaches a proposed form of ordinance establishing the Ravaudage Community Development District.
11. Petitioner hereby requests that the proposed District be granted the right to exercise all powers provided for in Sections 190.011 and 190.012(1), Florida Statutes, as well as the additional powers listed in Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.

12. The Petitioner is Benjamin Partners, Ltd., a Florida limited partnership, with its principal place of business at 558 W. New England Avenue, Winter Park, Florida 32789. The Petitioner, together with the other consenting owners identified in Exhibit 3 hereto, are the owners of 100% of the real property to be included in the proposed District. The Petitioner and/or its affiliates or assigns will develop the lands within the District and may construct the Public Infrastructure, which would thereafter be acquired by the District. Alternatively, the District may construct the Public Infrastructure. It is contemplated that the private vertical improvements on the developed lots will be constructed by the Petitioner, its affiliates and possibly other builders. Copies of all correspondence and official notices should also be sent to: George Flint, c/o Governmental Management Services – Central Florida, LLC; 13574 Village Park Drive, Suite 265, Orlando, Florida 32837; Phone (407) 841-5524; e-mail: gflint@govmgsvc.com, and to Jan Albanese Carpenter, Esq., Latham, Shuler, Eden & Beaudine, LLP, 111 N. Magnolia Avenue, Suite 1400, Orlando, Florida 32801; Phone (407) 481-5800; e-mail: jcarpenter@lseblaw.com

13. The property within the proposed District is amenable to operating as an independent special district for the following reasons:

(a) All statements contained within this Petition are true and correct.

(b) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Orange County Comprehensive Plan, as amended, which was adopted by the City of Winter Park as to the lands within the boundaries of the proposed District by virtue of the November 12, 2012 annexation of these lands, and is not inconsistent with any applicable element or portion of the state comprehensive plan.

(c) The land within the boundaries of the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

(d) The proposed District is the best alternative available for delivering community development services to the area to be served by the District because (i) the District provides a governmental entity responsible for delivering public services and facilities in a manner that does not financially impact persons or entities residing outside the District, (ii) the landowners within the District, and not other local governments, will bear the cost of funding the public improvements necessary to develop the lands within the District, (iii) the Act authorizes a community development district to acquire infrastructure improvements previously constructed by the Petitioner or other parties, and allows for a community development district to, in the first instance, construct such infrastructure improvements, (iv) the timing for the establishment of the proposed District and the issuance of special assessment bonds to fund such improvements is compatible with the timing for the construction and acquisition of such infrastructure improvements, which results in direct benefit to the landowners and their assigns within the District, (v) establishment of a community development district in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources as well as providing the opportunity for new growth to pay for itself, and (vi) establishment of the District will provide a perpetual entity capable of making
reasonable provisions for the operation and maintenance of many of the District services and facilities.

(e) The community development services of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.

(f) The area and lands to be served by the District is readily amenable to being served by a separate special district government.

14. The District, or the Petitioner on behalf of the District, will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009 and Section 190.048, Florida Statutes, as amended.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Winter Park, Florida to:

Hold a public hearing as required by Section 190.005(2)(b), Florida Statutes to consider the establishment of the Ravaudage Community Development District; and

Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Ravaudage Community Development District.
Respectfully submitted this 22nd day of February, 2013.

PETITIONER

Benjamin Partners, Ltd.,
a Florida limited partnership

By: Bennett Ave. Company, Inc.,
a Florida corporation and the sole general partner of Benjamin Partners, Ltd.

By: Daniel B. Bellows
President
EXHIBIT 1A

GENERAL LOCATION MAP
EXHIBIT 1B

LEGAL DESCRIPTION AND SKETCH OF DISTRICT BOUNDARIES
(includes description of Excluded Parcels)
EXHIBIT 2

Addresses of Owners of Excluded Parcels
DESCRIPTION OF PROPERTIES EXCLUDED FROM THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

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<thead>
<tr>
<th>Parcel ID</th>
<th>Owner</th>
<th>Mailing Address</th>
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<td>01-22-29-3712-16-131</td>
<td>SLAPPEY, JERALDINE</td>
<td>PO BOX 2901</td>
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<tr>
<td></td>
<td></td>
<td>WINTER PARK, FL 32790</td>
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<tr>
<td>01-22-29-3712-16-051</td>
<td>TORRES, BERNARDINO JR</td>
<td>1308 LOREN AVE</td>
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<td>TORRES, ANA MARIE</td>
<td>WINTER PARK, FL 32789</td>
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<tr>
<td>01-22-29-3712-12-110</td>
<td>PHAM, THU THUY DANG</td>
<td>3017 CALUMET DR</td>
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<td>ORLANDO, FL 32810</td>
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<tr>
<td>01-22-29-3712-12-120</td>
<td>HESS, KENNETH ROBERT</td>
<td>1251 LEWIS DR</td>
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<td>01-22-29-3712-12-160</td>
<td>FLOYD, LARRY</td>
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<td>FLOYD, DEBORAH</td>
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<td>JARRICCO PROPERTIES LC</td>
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<td>01-22-29-3712-02-150</td>
<td>BRANNON CONSTRUCTION CO</td>
<td>1006 LEWIS DR STE 1</td>
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<td>1792 LEE AH INVESTORS, LLC</td>
<td>5555 S. KIRKMAN RD. SUITE 201</td>
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<td>ORLANDO, FL 32819</td>
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</table>
EXHIBIT 3

CONSENT OF LANDOWNERS TO
ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT
EXHIBIT 3

CONSENT OF LANDOWNERS
TO THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

The land described in Exhibit 1B to this Petition comprises 100% of the real property proposed to be included within the boundaries of the Ravaudage Community Development District. Such land is depicted graphically in the sketch attached as Exhibit 1B to this Petition and the specific parcels to be included within the boundaries of the proposed Ravaudage Community Development District are as follows:

<table>
<thead>
<tr>
<th>Property Control Number</th>
<th>Owner / Contract Purchaser</th>
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<td>01-22-29-3712-01-050</td>
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<td>01-22-29-3712-07-180</td>
<td>Stephen S. Stoll</td>
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<tr>
<td>01-22-29-3712-16-041</td>
<td>Terry E. Humphrey</td>
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</table>
EXHIBIT

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF ORANGE

On this 22nd day of February, 2013, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Daniel B. Bellows who, after being duly sworn, deposes and says:

1. Affiant, Daniel B. Bellows, an individual, is the President of Bennett Ave. Company, Inc., a Florida Corporation, the sole general partner of Benjamin Partners, Ltd., a Florida Limited partnership (herein, the "Partnership");

2. The Partnership is the owner of the following described property, located in Orange County, Florida:

<table>
<thead>
<tr>
<th>Property Control Number</th>
<th>Property Control Number</th>
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<tbody>
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<td>01-22-3712-08-070</td>
<td></td>
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3. Affiant, Daniel B. Bellows, hereby represents that he has full authority to execute all documents and instruments on behalf of the Partnership, relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Ravaudage Community Development District (the "Proposed CDD").

4. The Property described above represents a portion of the real property to be included in the Proposed CDD.

5. Affiant, Daniel B. Bellows on behalf of the Partnership, as the sole owner of the Property in the capacity described above, hereby consents to the establishment of the Proposed CDD.
FURTHER, AFFIANT SAYETH NOT.

[Signature]

Bennett Ave. Company, Inc.
sole general partner of Benjamin Partners, Ltd.
Daniel B. Bellows, President

Subscribed and sworn to before me this 22nd day of February 2013, by Daniel B. Bellows, the President of Bennett Ave. Company, Inc., the sole general partner of Benjamin Partners, Ltd., a Florida Limited Partnership, who personally appeared before me, produced driver's license or is personally known to me.

[Notarial Seal]

JESSICA L. ROBERTSON
MY COMMISSION # EE 10828
EXPIRES: January 23, 2016
Endorsed thru Notary Public License

Notary: [Signature]
Print Name: JESSICA L. ROBERTSON
Notary Public, State of Florida
My Commission Expires: 1-23-16
EXHIBIT 3B

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA

COUNTY OF ORANGE

On this 29th day of October 2012, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert P. Saltman, who, after being duly sworn, deposes and says:

1. 'Affiant, Robert P. Saltman, an individual, is the President of Welbourne Ave. Corp., a Florida Corporation, the sole general partner of Garnet Ltd., a Florida Limited Partnership (herein, the "Partnership");

2. The Partnership is the owner of the following described property, located in Orange County, Florida: Property Control Number 01-22-29-3712-16-110

3. Affiant, Robert P. Saltman, hereby represents that he has full authority to execute all documents and instruments on behalf of the Partnership, relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Ravaudage Community Development District (the "Proposed CDD").

4. The Property described above represents a portion of the real property to be included in the Proposed CDD.

5. Affiant, Robert P. Saltman, on behalf of the Partnership, as the sole owner of the Property in the capacity described above, hereby consents to the establishment of the Proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

[Signature]

Welbourne Ave. Corp.
sole general partner of Garnet Ltd.
Robert P. Saltman, President

Subscribed and sworn to before me this 29th day of October 2012, by Robert P. Saltman, the President of Welbourne Ave. Corp., the sole general partner of Garnet Ltd., a Florida Limited Partnership, who personally appeared before me, produced driver's license or is personally known to me.

[Notarial Seal]

[Notary]
Print Name: [Signature]
Notary Public, State of Florida
My Commission Expires: [Date]

18
EXHIBIT

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
RAUVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF ORANGE

On this 11th day of November 2012, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Terry E. Humphrey, individual, who, after being duly sworn, deposes and says:

1. Affiant, Terry E. Humphrey is the owner of the following described property, located in Orange County, Florida: Property Control Numbers 01-22-29-3712-16-041.

2. Affiant, Terry E. Humphrey, hereby represents that he has full authority to execute all documents and instruments relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Rauvaudage Community Development District (the "Proposed CDD").

3. The Property described above represents a portion of the real property to be included in the Proposed CDD.

4. Affiant, Terry E. Humphrey, as the sole owner of the Property hereby consent to the establishment of the Proposed CDD.

FURTHER, AFFIANTS SAYETH NOT.

[Signature]
Terry E. Humphrey

Subscribed and sworn to before me this 11th day of November 2012, by Terry E. Humphrey, an individual, who personally appeared before me, produced driver's license or is personally known to me.

[Notarial Seal]
EXHIBIT

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF ORANGE

On this 26th day of December 2012, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Stephen S. Stoll, individual, who, after being duly sworn, deposes and says:

1. Affiant, Stephen S. Stoll is the owner of the following described property, located in Orange County, Florida: Property Control Numbers 01-22-29-3712-07-180.

2. Affiant, Stephen S. Stoll, hereby represents that he has full authority to execute all documents and instruments relating to the Petition before the City Commission of the City of Winter Park, Orange County, Florida, to enact an ordinance to establish the Ravaudage Community Development District (the "Proposed CDD").

3. The Property described above represents a portion of the real property to be included in the Proposed CDD.

4. Affiant, Stephen S. Stoll, is the sole owner of the Property hereby consent to the establishment of the Proposed CDD.

FURTHER, AFFIANTS SAYETH NOT.

______________________
Stephen S. Stoll

Subscribed and sworn to before me this 26th day of December, 2012, by Stephen S. Stoll, an individual, who personally appeared before me, produced driver's license or is personally known to me.

______________________
[NOTARIAL SEAL]
Notary:
Print Name:
Notary Public, State of Florida
My Commission Expires: __________________________
EXHIBIT 4

ADDRESSES OF INITIAL BOARD MEMBERS
**EXHIBIT 4**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
</table>
| a) Daniel B. Bellows | P.O. Box 350  
Winter Park, Florida 32790-0350 |
| b) Robert P. Saltsman | PO Box 2146  
Winter Park, Florida 32790-2146 |
| c) Patrick J. Knight | 1900 E. Adams Drive  
Maitland, Florida 32751 |
| d) Javier Omana | 1027 Stetson Street  
Orlando, Florida 32804 |
| e) Glen S. Jaffee | 391 W. Trotters Drive  
Maitland, Florida 32751 |
EXHIBIT 5

LOCATION MAP WITH CURRENT MAJOR TRUNK WATER MAINS AND SEWER INTERCEPTORS AND OUTFALLS
EXHIBIT 6A

ESTIMATED INFRASTRUCTURE CONSTRUCTION TIMETABLE
## PHASE 1

<table>
<thead>
<tr>
<th>IMPROVEMENT</th>
<th>START DATE</th>
<th>COMPLETE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLEARING AND GRUBBING</td>
<td>09/10/12</td>
<td>04/01/13</td>
</tr>
<tr>
<td>EARTHWORK</td>
<td>09/10/12</td>
<td>06/01/13</td>
</tr>
<tr>
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<td>09/10/12</td>
<td>08/01/13</td>
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<tr>
<td>WASTEWATER SYSTEM</td>
<td>11/01/12</td>
<td>04/01/13</td>
</tr>
<tr>
<td>WATER SUPPLY SYSTEM</td>
<td>11/01/12</td>
<td>04/01/13</td>
</tr>
<tr>
<td>SURFACE WATER MANAGEMENT</td>
<td>10/01/12</td>
<td>04/01/13</td>
</tr>
<tr>
<td>ROADS, PAVING AND LIGHTING</td>
<td>11/01/12</td>
<td>08/15/13</td>
</tr>
<tr>
<td>LANDSCAPE / HARDSCAPE</td>
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<td>11/15/13</td>
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</tbody>
</table>

## PHASE 2

<table>
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<tr>
<td>CLEARING AND GRUBBING</td>
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<tr>
<td>EARTHWORK</td>
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<td>ELECTRICAL UNDERGROUND</td>
<td>07/01/13</td>
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<td>WASTEWATER SYSTEM, FORCE MAIN</td>
<td>06/01/13</td>
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<td>WATER SUPPLY SYSTEM</td>
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<td>SURFACE WATER MANAGEMENT</td>
<td>06/01/13</td>
<td>08/01/13</td>
</tr>
<tr>
<td>ROADS, PAVING AND LIGHTING</td>
<td>06/01/13</td>
<td>10/01/13</td>
</tr>
<tr>
<td>LANDSCAPE / HARDSCAPE</td>
<td>10/01/13</td>
<td>01/15/14</td>
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<td>PUBLIC STRUCTURED PARKING - 1</td>
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<td>01/15/14</td>
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<tr>
<td>PUBLIC STRUCTURED PARKING - 2</td>
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<td>06/15/14</td>
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EXHIBIT 6B

CONSTRUCTION COSTS ESTIMATES
### Ravaudage CDD Exhibit 6B

#### Estimated Development Costs

**Phase I**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearing and Grubbing</td>
<td>$325,000</td>
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<tr>
<td>Earthwork</td>
<td>$325,000</td>
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<tr>
<td>Electrical Underground</td>
<td>$626,000</td>
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<tr>
<td>Wastewater System, Lift Station</td>
<td>$1,350,000</td>
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<tr>
<td>Water Supply System</td>
<td>$315,000</td>
</tr>
<tr>
<td>Surface Water Management</td>
<td>$5,250,000</td>
</tr>
<tr>
<td>Roads, Paving and Lighting</td>
<td>$7,200,000</td>
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<tr>
<td>Landscaping/Hardscape</td>
<td>$1,630,000</td>
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<tr>
<td><strong>Sub Total Phase I</strong></td>
<td><strong>$17,021,000</strong></td>
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<tr>
<td>Soft Costs (Engineering, etc.)</td>
<td>$1,021,260</td>
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<tr>
<td>Contingency @ 10%</td>
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<tr>
<td><strong>Total Phase I Costs</strong></td>
<td><strong>$19,744,360</strong></td>
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**Phase II**

<table>
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<tr>
<th>Description</th>
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<tbody>
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<td>Earthwork</td>
<td>$650,000</td>
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<tr>
<td>Electrical Underground</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Wastewater System, Lift Station</td>
<td>$1,000,000</td>
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<tr>
<td>Water Supply System</td>
<td>$775,000</td>
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<td>Surface Water Management</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Roads, Paving and Lighting</td>
<td>$8,500,000</td>
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<tr>
<td>Landscaping/Hardscape</td>
<td>$5,000,000</td>
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<tr>
<td>Public Parking</td>
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<tr>
<td><strong>Sub Total Phase II</strong></td>
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<tr>
<td>Soft Costs (Engineering, etc.)</td>
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<td>Contingency @ 10%</td>
<td>$4,840,000</td>
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<td><strong>Total Phase II Costs</strong></td>
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</table>

**Total Phase I & II Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$77,373,360</td>
</tr>
</tbody>
</table>

*Source: Benjamin Partners, Ltd.*
EXHIBIT 7A

PUBLIC AND PRIVATE LAND USE MAP
EXHIBIT 7B

ORANGE COUNTY FUTURE LAND USE MAP
EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS
STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form Ravaudage Community Development District (the "District"). The District comprises approximately 46 acres of land located within the City of Winter Park, Florida ("The City"). The project is planned for approximately 489 residential units, 320 hotel rooms, approximately 323,000 square feet of retail space and approximately 891,000 square feet of office space. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Ravaudage Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Ravaudage Community Development District. Ravaudage Community Development District will encompass approximately 46 acres.

The Development plan for the proposed lands within the District includes the approximately 489 residential units, 320 hotel rooms, 323,000 square feet of retail space and 891,000 square feet of office space. All are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002 (1) (a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the Ravaudage CDD. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the District.
1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541 (2), Florida Statutes a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly; is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency\(^1\), and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (City of Winter Park is not defined as a small city for purposes of this requirement).

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative

---

\(^1\) For the purposes of this SERC, the term “agency” means the City of Winter Park and the term “rule” means the ordinance(s) which the City of Winter Park will enact in connection with the creation of the District.
or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

It is unlikely the creation of the District will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Ravaudage Community Development District is a community designed for 489 residential units, 320 hotel rooms, approximately 323,000 square feet of retail space and approximately 891,000 square feet of office space. Formation of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 1,000 acres, therefore the The City is the establishing entity under 190.005 (1), Florida Statutes. The costs to review the record of the local hearing, the transcript of the hearing, and the resolutions adopted by the local general purpose government will be offset by the filing fee required under 190.005 (1), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District’s reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

City of Winter Park

The proposed land for the District is within the City of Winter Park and consists of approximately 46 acres. The City and its staff may process and analyze the petition, conduct
public hearings with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected as a direct result of the establishment of the District.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. The wastewater system, water supply system, surface water management, roads and lighting, landscaping/hardscape, public parking, and related incidental costs, as described in Table 1, will be funded by the District.

[Table 1 located on following page.]
Table 1. Ravaudage Community Development District Proposed Facilities and Services

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>FUNDED BY</th>
<th>OWNERSHIP</th>
<th>O&amp;M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater System</td>
<td>CDD</td>
<td>CITY</td>
<td>CITY</td>
</tr>
<tr>
<td>Water Supply System</td>
<td>CDD</td>
<td>CITY</td>
<td>CITY</td>
</tr>
<tr>
<td>Surface Water Management System</td>
<td>CDD</td>
<td>CITY/CDD</td>
<td>CITY/CDD</td>
</tr>
<tr>
<td>Roadway and Lighting</td>
<td>CDD</td>
<td>CITY/CDD</td>
<td>CITY/CDD</td>
</tr>
<tr>
<td>Landscaping/Hardscape</td>
<td>CDD</td>
<td>CDD</td>
<td>CDD</td>
</tr>
<tr>
<td>Public Parking</td>
<td>CDD</td>
<td>CDD</td>
<td>CDD</td>
</tr>
</tbody>
</table>

Key: CDD=Community Development District, City=City of Winter Park, O&M=Operations and Maintenance

The petitioner has estimated the design and development costs for providing the capital facilities and outlined in Table 2. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately $77,373,360. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District’s capital improvement program as outlined in Table 2.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Furthermore, to locate in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services and amenities sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised
growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County’s overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

Table 2. Cost Estimate for District Facilities

<table>
<thead>
<tr>
<th>Category</th>
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</thead>
<tbody>
<tr>
<td>Clearing and Grubbing</td>
<td>$ 700,000</td>
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<tr>
<td>Earthwork</td>
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<td>Electrical Underground</td>
<td>$ 1,726,000</td>
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<td>Wastewater System</td>
<td>$ 2,350,000</td>
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<td>Water Supply System</td>
<td>$ 1,090,000</td>
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<tr>
<td>Surface Water Management</td>
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<tr>
<td>Roads, Paving &amp; Lighting</td>
<td>$15,700,000</td>
</tr>
<tr>
<td>Landscaping/Hardscape</td>
<td>$ 6,630,000</td>
</tr>
<tr>
<td>Public Parking</td>
<td>$26,000,000</td>
</tr>
<tr>
<td>Soft Cost</td>
<td>$ 5,410,260</td>
</tr>
<tr>
<td>Contingency</td>
<td>$ 6,542,100</td>
</tr>
<tr>
<td>Total Projected Costs of Improvements</td>
<td>$77,373,360</td>
</tr>
</tbody>
</table>

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts. This affords small businesses the opportunity to bid on District work.

The City has an estimated population that is greater than 10,000 according to the 2010 U.S Census. Therefore the City is not defined as a “small city” according to Section 120.52 (18),
Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer’s Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in Section 120.541(1)(a), F.S.

Prepared by:
Governmental Management Services - Central Florida, LLC
APPENDIX A
Reporting Requirements

Florida Special District Handbook

APPENDIX A: REPORTING REQUIREMENTS AT A GLANCE

<table>
<thead>
<tr>
<th>Submission Requirement</th>
<th>Statutory / Rule Reference</th>
<th>Applicable Special Districts</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Financial Audit Report</td>
<td>Section 218.39, F.S. Chapter 10.550, Rules of the Auditor General Handbook Section 2 - 4</td>
<td>All special districts with either revenues or expenditures of more than $100,000.00. All special districts with revenues or expenditures between $50,000.00 and $100,000.00 that have not been subjected to a financial audit for the two preceding fiscal years. A dependent special district that is a component unit of a county or municipality may provide for an annual financial audit by being included in the audit of that county or municipality. In such instances, that audit report must clearly state that the special district is a component unit of the county or municipality.</td>
<td>Annually within 45 days after delivery of the audit report to the governmental entity, but no later than 12 months after fiscal year end. Two copies of the annual financial audit report must be submitted to the Auditor General.</td>
</tr>
</tbody>
</table>

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes
<table>
<thead>
<tr>
<th>Submission Requirement</th>
<th>Statutory / Rule Reference</th>
<th>Applicable Special Districts</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creation Documents and Amendments, including Codified Act, if applicable</td>
<td>Section 189.418, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Within 30 days after adoption / approval.</td>
</tr>
<tr>
<td>Written Status Statement</td>
<td>Section 189.418, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Within 30 days after adoption / approval of creation document.</td>
</tr>
<tr>
<td>Dissolution Documents</td>
<td>Section 189.4042, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Within 30 days of the dissolution effective date.</td>
</tr>
<tr>
<td>Merger Documents</td>
<td>Section 189.418, F.S. Section 189.4042, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Within 30 days of the merger’s effective date.</td>
</tr>
<tr>
<td>Special District Map and Amendments</td>
<td>Section 189.418, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Within 30 days after adoption / approval.</td>
</tr>
<tr>
<td>Special District Fee Invoice ($175.00) and Update Form</td>
<td>Section 189.427, F.S. Rule 95-50.039, F.A.C. Handbook Section 1 - 3</td>
<td>All special districts.</td>
<td>Annually, by the due date on the Form (sent to all special districts around October 1).</td>
</tr>
<tr>
<td>Registered Agent and Office Initial Designation</td>
<td>Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Within 30 days after the first governing board meeting.</td>
</tr>
<tr>
<td>Registered Agent and Office Changes</td>
<td>Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Upon making the change.</td>
</tr>
<tr>
<td>Disclosure of Public Financing</td>
<td>Section 190.009, F.S.</td>
<td>All Community Development Districts.</td>
<td>At all times public financing is imposed.</td>
</tr>
</tbody>
</table>

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes
<table>
<thead>
<tr>
<th>Submission Requirement</th>
<th>Statutory / Rule Reference</th>
<th>Applicable Special Districts</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Financial Report with a copy of the Annual Financial Audit Report attached, if required</td>
<td>Section 169.418, F.S. Section 216.31, F.S. Section 216.32, F.S. Handbook Section 2 - 3</td>
<td>All Housing Authorities; All independent special districts; All dependent special districts that are not components units of a local governmental entity</td>
<td>Annually within 12 months of fiscal year end (9/30) and 45 days of audit completion. If no audit is required, file by April 30.</td>
</tr>
<tr>
<td>Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009)</td>
<td>Section 280.17, F.S. Handbook Section 3 - 5</td>
<td>All special districts.</td>
<td>Annually by November 30.</td>
</tr>
<tr>
<td>Public Deposit Identification and Acknowledgment Form (Form DFS-J1-1226)</td>
<td>Section 280.17, F.S. Handbook Section 3 - 5</td>
<td>All special districts.</td>
<td>Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository.</td>
</tr>
</tbody>
</table>

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes
<table>
<thead>
<tr>
<th>Actuarial Impact Statement for Proposed Plan Amendments</th>
<th>Section 112.63, F.S. Rule Chapter 6OT-1.001, F.A.C. Handbook Section 2 - 6</th>
<th>Any special district proposing benefit changes to its defined benefit retirement plan.</th>
<th>When considering plan changes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined Contribution Report</td>
<td>Section 112.63, F.S. Rule Chapter 6OT-1.004, F.A.C. Handbook Section 2 - 6</td>
<td>Special districts with defined contribution plans.</td>
<td>Within 60 days of the reporting period’s ending date.</td>
</tr>
<tr>
<td>Actuarial Valuation Report</td>
<td>Section 112.63, F.S. Rule Chapter 6OT-1, F.A.C. Handbook Section 2 - 6</td>
<td>Special districts with defined benefit retirement plans.</td>
<td>At least every three years, within 60 days of completion.</td>
</tr>
</tbody>
</table>

**DEPARTMENT OF REVENUE, PROPERTY TAX ADMINISTRATION PROGRAM, TRIM COMPLIANCE SECTION**

P.O. Drawer 9000, Tallahassee, Florida 32319-9000

<table>
<thead>
<tr>
<th>Truth-in-Millage Form DR421</th>
<th>Section 200.068, F.S. Handbook Section 3 - 3</th>
<th>Special districts that can levy taxes but will not do so during the year.</th>
<th>Annually by November 1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truth-in-Millage Compliance Package Report</td>
<td>Section 200.068, F.S. Handbook Section 3 - 3</td>
<td>Special districts levying property taxes.</td>
<td>No later than 30 days following the adoption of the property tax levy ordinance/resolution.</td>
</tr>
</tbody>
</table>

**COMMISSION ON ETHICS**

P.O. Drawer 15709, Tallahassee, Florida 32317-5709

| Quarterly Gift Disclosure (Form 9)                     | 112.3148, F.S. Handbook Section 3 - 1                                      | Everyone required to file Form 1, receiving a gift worth over $100.00, unless the person did not receive any gifts during the calendar quarter. | By the last day of the calendar quarter following any calendar quarter in which a reportable gift was received. |

Abbreviations:  F.A.C. = Florida Administrative Code, F.S. = Florida Statutes

A-4
<table>
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<tbody>
<tr>
<td><strong>Legislature</strong></td>
<td><strong>PRESIDENT OF THE SENATE (Florida Capitol, Suite 409, Tallahassee, Florida 32399-1100)</strong></td>
<td><strong>SPEAKER OF THE HOUSE OF REPRESENTATIVES (Florida Capitol, Suite 420, Tallahassee, Florida 32399-1100)</strong> and <strong>EACH APPROPRIATE STANDING COMMITTEE OF THE LEGISLATURE</strong></td>
<td>Initial by October 1, 1997, then by October 1 of every other year thereafter.</td>
</tr>
<tr>
<td>Agency Rule Report</td>
<td>Section 120.74, F.S. Handbook Section 1 - 4</td>
<td>Certain Special Districts with adopted rules (see Handbook Section 1 - 4, page 20).</td>
<td></td>
</tr>
<tr>
<td>Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers (Form 98)</td>
<td>Section 122.3143, F.S. Handbook Section 3 - 1</td>
<td>Special District Local Officers with Voting Conflicts.</td>
<td>Within 15 days after the vote occurs.</td>
</tr>
<tr>
<td><strong>Special District's Governing Board Members (Each Member)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actuarial Valuation Report</td>
<td>See Department of Management Services, Division of Retirement.</td>
<td></td>
<td></td>
</tr>
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<tbody>
<tr>
<td>Budget or Tax Levy</td>
<td>Section 166.418, F.S.</td>
<td>All special districts.</td>
<td>When requested, provide to the local governing authority within the district's boundaries.</td>
</tr>
<tr>
<td>Public Facilities Initial Report</td>
<td>Section 163.3191, F.S. Section 166.415(2), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6</td>
<td>Independent special districts (See Handbook Section 1 - 6, page 31).</td>
<td>Within one year of the special district's creation.</td>
</tr>
<tr>
<td>Public Facilities Updated Report</td>
<td>Section 169.415(2)(a), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6 Appendix B</td>
<td>Independent special districts (See Handbook Section 1 - 6, page 31).</td>
<td>Every five years, at least 12 months before the due date that each local general-purpose government must submit its Report to the Department of Community Affairs. See Appendix B,</td>
</tr>
<tr>
<td>Registered Agent and Office Initial Designation</td>
<td>Section 169.416, F.S. Section 169.418, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Within 30 days after the first governing board meeting.</td>
</tr>
<tr>
<td>Registered Agent and Office Changes</td>
<td>Section 169.416, F.S. Section 169.418, F.S. Handbook Section 1 - 4</td>
<td>All special districts.</td>
<td>Upon making the change.</td>
</tr>
<tr>
<td>Regular Public Meeting Schedule</td>
<td>Section 169.417, F.S. Section 169.418, F.S. Handbook Section 3 - 2</td>
<td>All special districts.</td>
<td>Quarterly, semiannually, or annually.</td>
</tr>
</tbody>
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<tbody>
<tr>
<td>Draft Codified Charter as a Local Bill</td>
<td>Section 199.428, F.S. Handbook Section 1 - 4</td>
<td>All special districts with more than one Special Act.</td>
<td>December 1, 2004</td>
</tr>
<tr>
<td>Disclosure of Public Financing</td>
<td>Section 190.009, F.S.</td>
<td>All Community Development Districts.</td>
<td>At all times public financing is imposed.</td>
</tr>
<tr>
<td>Investment Pool Systems Input Documentation</td>
<td>Handbook Section 3 - 6</td>
<td>All special districts investing funds with the State Board of Administration or Local Government Trust Fund.</td>
<td>At the time of making any changes or updates to the account.</td>
</tr>
<tr>
<td>Resolution for Investment of Surplus Funds</td>
<td>Section 218.407, F.S. Handbook Section 3 - 6</td>
<td>All special districts investing funds with the State Board of Administration or Local Government Trust Fund.</td>
<td>At the time of investing surplus funds.</td>
</tr>
</tbody>
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</thead>
<tbody>
<tr>
<td>Advance Notice of Bond Sale</td>
<td>Section 218.36, F.S.</td>
<td>All special districts as applicable.</td>
<td>Before selling certain general obligation bonds &amp; revenue bonds or closing on any similar long-term debt instruments.</td>
</tr>
<tr>
<td></td>
<td>Handbook Section 2 - 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Information Form/Bond Disclosure Form (BF2003/2004A &amp; B)</td>
<td>Section 189.418, F.S. Section 218.36, F.S. Handbook Section 2 - 5</td>
<td>All special districts as applicable. New bond issues only.</td>
<td>Within 120 days after delivery of general obligation bonds and revenue bonds.</td>
</tr>
<tr>
<td>Bond Verification Form (BF2005)</td>
<td>Handbook Section 2 - 5</td>
<td>All special districts as applicable.</td>
<td>Within 46 days of the Division of Bond Finance’s request.</td>
</tr>
<tr>
<td>Final Official Statement (Bonds)</td>
<td>Section 218.36, F.S. Handbook Section 2 - 5</td>
<td>All special districts as applicable.</td>
<td>Within 120 days after delivery of the bonds, if prepared.</td>
</tr>
<tr>
<td>IRS Form 8038 (Bonds)</td>
<td>Section 169.346(1), F.S. Section 169.479(1), F.S. Section 169.7055, F.S. Handbook Section 2 - 5</td>
<td>Special districts issuing Industrial Development or Research and Development Bonds.</td>
<td>Submit with the Bond Information Form &amp; Official Statement, if any is published.</td>
</tr>
</tbody>
</table>

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<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Financial Interests (Form 1)</td>
<td>Section 112.3145, F.S. Handbook Section 3 - 1</td>
<td>All &quot;special district local officers&quot; appointed to a special district or special district's board.</td>
<td>Within 30 days of accepting the appointment, then every year thereafter by July 1.</td>
</tr>
<tr>
<td>Final Statement of Financial Interests (Form 1F)</td>
<td>Section 112.3145, F.S. Handbook Section 3 - 1</td>
<td>All &quot;special district local officers&quot; elected to a special district's board.</td>
<td>During the qualifying period, then every year thereafter by July 1.</td>
</tr>
<tr>
<td>Quarterly Client Disclosure (Form 2)</td>
<td>Section 112.3145(4), F.S. Handbook Section 3 - 1</td>
<td>Certain special district local officers, depending upon their position, business or interests (See Handbook Section 3 - 1).</td>
<td>Within 60 days of leaving a public position.</td>
</tr>
<tr>
<td>Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event Related Expenses (Form 10)</td>
<td>Section 112.3148, F.S. Section 112.3149, F.S. Handbook Section 3 - 1</td>
<td>All special district local officers who file Form 1 and who received a reportable gift or expense.</td>
<td>No later than the last day of the calendar quarter following the calendar quarter during which the representation was made.</td>
</tr>
</tbody>
</table>

**Abbreviations:** F.A.C. = Florida Administrative Code; F.S. = Florida Statutes
EXHIBIT 9

PROPOSED FORM OF ORDINANCE
TO ESTABLISH
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT
ORDINANCE NO. _____-13

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING PETITION OF BENJAMIN PARTNERS, LTD.; ESTABLISHING AND NAMING THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING AND PROVIDING THE EXTERNAL BOUNDARIES, THE FUNCTIONS AND THE POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT’S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage services for community development; and

WHEREAS, Benjamin Partners, Ltd. ("Petitioner"), having obtained written consent to the establishment of the Ravaudage Park Community Development District (the "District") by the owners of 100 percent of the real property to be included in the District, petitioned the City Commission of the City of Winter Park (the "City") to enact an ordinance establishing the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Petitioner is a Florida limited partnership authorized to conduct business in the State of Florida, and Petitioner’s principal place of business is 558 W. New England Avenue, Winter Park, Florida 32789; and

WHEREAS, a public hearing has been conducted by the City on April 8, 2013 at the Winter Park City Hall in accordance with the requirements and procedures of Section 190.005(1)(d) and (2)(b), Florida Statutes, and the applicable requirements and procedures of the City’s Charter and Code of Ordinances; all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

WHEREAS, upon consideration of the Petition, the record and hearing, the City determined that the statements within the Petition were true and correct, that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City’s comprehensive plan, that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for delivering community development services and facilities to the area served by the District, that the community development services and facilities of
the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, establishment of the District satisfies the requirements of Chapter 190, Florida Statutes, and will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described, thereby providing a solution to the City’s planning, management and financing needs for delivery of capital infrastructure therein without overburdening the City and its taxpayers.

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

SECTION 1. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

SECTION 2. FINDINGS. The foregoing recitals and findings are true and correct and are incorporated herein, adopted, and made a part hereof.

SECTION 3. GRANT OF PETITION. The Petition to establish the Ravaudage Community Development District, a copy of which is attached hereto as Exhibit “A” and incorporated herein, over the real property described in Exhibit “B” attached hereto, is hereby granted; said Petition having been initially filed by Petitioner with the Office of the City Clerk on February 25, 2013 and a revised version re-filed on March 28, 2013.

SECTION 4. DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated Winter Park, Florida, which District shall be known as the "Ravaudage Community Development District."

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit “B” attached hereto. The District, overall, contains 45.8 acres, more or less.

SECTION 6. FUNCTIONS AND POWERS. The functions and powers of the District are described as the general powers in Section 190.011, and as the special powers in Section 190.012(1), Section 190.012(2)(a) and Section 190.012(2)(d), Florida Statutes, and such special powers and related statutory provisions are more fully set forth in Exhibit “C” attached hereto and incorporated herein.

SECTION 7. EMINENT DOMAIN; EXCLUDED PARCELS. Notwithstanding anything contained herein, the District, in accordance with Section 190.011(11), Florida Statutes, shall not exercise the power of eminent domain over the real property designated as the “Excluded Parcels” within Exhibit 2 of the Petition attached hereto without prior approval by resolution of the City.
SECTION 8. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Daniel B. Bellows</td>
<td>P.O. Box 350</td>
</tr>
<tr>
<td></td>
<td>Winter Park, Florida 32790-0350</td>
</tr>
<tr>
<td>b) Robert P. Saltsman</td>
<td>P.O. Box 2146</td>
</tr>
<tr>
<td></td>
<td>Winter Park, Florida 32790-2146</td>
</tr>
<tr>
<td>c) Patrick J. Knight</td>
<td>1900 E. Adams Drive</td>
</tr>
<tr>
<td></td>
<td>Maitland, Florida 32751</td>
</tr>
<tr>
<td>d) Javier Omana</td>
<td>1027 Stetson Street</td>
</tr>
<tr>
<td></td>
<td>Orlando, Florida 32804</td>
</tr>
<tr>
<td>e) Glen S. Jaffee</td>
<td>391 W. Trotters Drive</td>
</tr>
<tr>
<td></td>
<td>Maitland, Florida 32751</td>
</tr>
</tbody>
</table>

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 9. OBLIGATIONS OF DISTRICT. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation or burden of the City.

SECTION 10. SEVERABILITY. If any provision of this Ordinance is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

PASSED and ENACTED this _____ day of __________________, 2013.

CITY OF WINTER PARK, FLORIDA

_________________________________________
Mayor Kenneth W. Bradley

ATTEST:

________________________________________
City Clerk Cynthia S. Bonham
EXHIBIT "A"

PETITION
EXHIBIT “B”

LEGAL DESCRIPTION OF DISTRICT BOUNDARIES

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PART OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH 01°40'06"W 30.01 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE CENTERLINE OF BENNETT AVENUE; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°40'06"W ALONG THE CENTERLINE OF AFORESAID BENNETT AVENUE A DISTANCE OF 100.96 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF BENNETT AVENUE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK "O", HOME ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 90°00'00"E A DISTANCE OF 143.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 00°22'31"E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 12.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK "O", OF SAID HOME ACRES; THENCE N 90°00'00"E ALONG THE NORTH LINE OF SAID LOT 14, THE NORTH LINE OF LOT 6, BLOCK "P", AND THE NORTH LINE OF LOT 11, BLOCK "P", SAID HOME ACRES, A DISTANCE OF 431.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK "P", SAID POINT LYING ON THE WEST LINE OF LEWIS DRIVE; THENCE S 00°05'24"W ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE INTERSECTION OF SAID WEST LINE OF LEWIS DRIVE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 10, BLOCK "K", SAID HOME ACRES, THENCE, THENCE N 90°00'00"E ALONG SAID WESTERLY EXTENSION A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK "K", SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF AFORESAID LEWIS DRIVE; THENCE S 00°05'24"W ALONG THE EAST RIGHT OF WAY LINE OF LEWIS DRIVE A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK K; THENCE N 90°00'00"E ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK K; THENCE S 00°05'24"W ALONG THE WEST LINE OF SAID LOT 15 A DISTANCE OF 50.00 FEET; THENCE N 90°00'00"E ALONG THE SOUTH LINE OF SAID LOT 15 AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 182.50 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE; THENCE S 00°05'24"W ALONG SAID EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF GLENDON PARKWAY AS IT NOW EXISTS; THENCE N 90°00'00"E
ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 187.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ORLANDO AVENUE (STATE ROAD 15 & 600); SAID POINT BEING A POINT ON A CURVE HAVING A RADIUS OF 5676.65 FEET, A CENTRAL ANGLE OF 02°43'16" AND A CHORD THAT BEARS S 01°16'50"E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 269.61 FEET TO THE POINT OF TANGENCY; THENCE RUN S 00°04'48"W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 803.10 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF LEE ROAD; (STATE ROAD NO. 438); THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S 67°42'20"W, 36.68 FEET; S 89°45'12"W, 124.55 FEET; S 81°01'12"W, 34.71 FEET; N 00°04'22"W, 11.27 FEET; S 89°45'12"W, 385.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LEWIS DRIVE; THENCE N 00°04'22"W ALONG SAID RIGHT OF WAY OF LEWIS DRIVE A DISTANCE OF 213.88 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK C, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF SAID LOT 7 TO THE NORTHWEST CORNER OF LOT 7; THENCE N 00°04'22"W ALONG THE EAST LINE OF LOTS 15, 16 AND 17, BLOCK C, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOT 15 A DISTANCE OF 132.50 FEET TO THE EAST RIGHT OF WAY LINE OF LOREN AVENUE; THENCE S 00°04'22"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 365.02 FEET TO A POINT ON AFORESAID LEE ROAD; THENCE S 89°45'12"W ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID LOREN AVENUE; THENCE N 00°04'22"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.23 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK D, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOTS 3, 4 AND 5, BLOCK D, A DISTANCE OF 153.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S 00°04'22"E ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 115.56 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY LINE OF LEE ROAD; THENCE S 89°45'12"W, 155.50 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF LEE ROAD AND THE WEST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1,534 FEET MORE OR LESS; TO THE NORTHEAST CORNER OF PARK GREEN; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 90, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 89°58'47"W A DISTANCE OF 491.91 FEET; THENCE N 00°07'54"E A DISTANCE OF 186.84 FEET; THENCE S 89°56'22"E A DISTANCE OF 191.75 FEET; THENCE N 00°07'54"E A DISTANCE OF 320.55 FEET; THENCE N 89°53'51"E A DISTANCE OF 49.46 FEET; THENCE N 00°12'06"E A DISTANCE OF 103.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF AFORESAID MONROE AVENUE; THENCE N 90°00'00"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 295.57 FEET TO THE POINT OF BEGINNING.
LESS THE FOLLOWING:

LOT 15, BLOCK "B", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 10, 11 AND 17, BLOCK "F", AND VACATED RIGHT OF WAY NORTH OF LOTS 10 AND 11, AND EAST OF LOT 11; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 1, BLOCK "H", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 11, 12 AND 16, BLOCK "L", AND VACATED RIGHT OF WAY EAST OF LOT 16, BLOCK "L"; AND THE NORTH 1/2 OF LOT 13, BLOCK "L", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.


ALSO LESS:

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 438 (LEE ROAD), AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 75190-2502, SHEET 34 OF 42; THENCE RUN N.00°04'22"W. ALONG SAID WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, A DISTANCE OF 21.00 FEET FOR A POINT OF BEGINNING; THENCE RUN N.00°04'22"W. DISTANCE OF 143.39 FEET; THENCE RUN N.89°45'12"E. A DISTANCE OF 137.00 FEET; THENCE S.00°04'22"E. A DISTANCE OF 143.39 FEET; THENCE RUN S.89°45'12"W. A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED PROPERTY CONTAINS 45.8 ACRES MORE OR LESS.
EXHIBIT “C”

STATUTORY PROVISIONS RELATING TO SPECIAL POWERS

SECTIONS 190.012(1), 190.012(2)(a) and 190.012(2)(d) — SPECIAL POWERS; PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES.

“The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:
   (a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.
   (b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.
   (c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.
   (d) 1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility’s tariff on file with the Public Service Commission and may finance the required contribution.
   2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.
   (e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.
(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 or s. 380.061 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(b) ...

(c) ...

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.

(e) ...

(f) ""

ALL AS SET FORTH IN SECTION 190.012, FLORIDA STATUTES (2012).
PRE-FILED TESTIMONY

IN SUPPORT OF THE
ESTABLISHMENT OF THE

RAVAUDAGE
COMMUNITY DEVELOPMENT DISTRICT

IN

THE CITY OF WINTER PARK, FLORIDA,
IN CONJUNCTION WITH MEETINGS AND PUBLIC HEARING(S)
TO BE HELD ON MARCH 25 AND APRIL 8, 2013

NOTE: THE PRE-FILED TESTIMONY CONTAINED HEREIN, GIVEN BY A DEVELOPER REPRESENTATIVE AS WELL AS VARIOUS PROFESSIONALS ASSOCIATED WITH THE RAVAUDAGE PROJECT IN SUPPORT OF THE PREVIOUSLY SUBMITTED PETITION TO ESTABLISH THE RAVAUDAGE CDD, IS, BY CONSENT OF THE CITY, IN LIEU OF LIVE TESTIMONY IN FRONT OF THE CITY COMMISSION AT THE MEETINGS AND/OR HEARING(S) IDENTIFIED ABOVE, ALTHOUGH SUCH INDIVIDUALS MAY BE AVAILABLE TO PROVIDE FURTHER INFORMATION IF REQUESTED.
RAVAUDAGE
COMMUNITY DEVELOPMENT DISTRICT

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Pre-filed Testimony for Establishment of the Ravaudage Community Development District

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TAB 1
Daniel B. Bellows
Developer
BEFORE THE CITY COMMISSION  
WINTER PARK, FLORIDA  

IN RE: PROPOSED ORDINANCE PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES, TO ESTABLISH THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

TESTIMONY OF DANIEL B. BELLOWS  
IN SUPPORT OF THE ESTABLISHMENT OF THE RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.
   
   My name is Daniel B. Bellows. My business address is 558 West New England Ave., Suite 220, Winter Park, Florida 32789.

2. By whom are you employed and in what capacity?
   
   I am President of Sydgan Corporation, and am also President of Bennett Ave. Company, Inc., which is the general partner of Benjamin Partners, Ltd., the "Petitioner" under that certain Petition to Establish the Ravaudage Community Development District submitted to the City of Winter Park (the "Petition").

3. Where is the Petitioner's principal place of business?
   
   The Petitioner has its principal place of business at 558 West New England Ave., Suite 220, Winter Park, Florida 32789.

4. How long have you held your position?
   
   I have held this position with the Petitioner since October, 2006; I have also been the president of Sydgan Corporation since 1985.

5. Please describe your duties with Petitioner.
   
   My duties with Petitioner include managing the day to day financial operations, construction budgeting and analysis, revenue forecasting, and financing.

   For the proposed Ravaudage Community Development District, I am in charge of the development team and coordinate with contractors and consultants on all aspects of development planning, construction and financing.
6. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I have attended numerous seminars on construction management, development and financing topics.

7. Have you been involved in any developments of the type and nature contemplated within the Ravaudage Community Development District?

Yes. I have been involved in several developments that have similar permitting, public infrastructure facilities and construction design and planning.

8. Are you familiar with the Petition filed by Benjamin Partners, Ltd. seeking the establishment of the Ravaudage Community Development District?

Yes, I am. I was personally involved in providing or coordinating much of the information contained in the Petition.

9. Did you personally execute, or have others execute under your direction, the several Consents to the Establishment of the District, as contained in Exhibit 3 attached to the Petition (the "Consents")?

Yes, I personally executed the Consent on behalf of Benjamin Partners, Ltd., and I coordinated with other real property owners within the proposed boundaries of the District to secure their signatures on Consents pertaining to their real property. Taken together, the Consents contained within Exhibit 3 to the Petition account for 100% of the real property to be included within the Ravaudage CDD.

10. Do the Consents prepared by you or under your supervision require any change or correction?

No.

11. Are the Consents contained within Exhibit 3 to the Petition true and correct to the best of your knowledge?

Yes, they are correct to the best of my knowledge.

12. In general, what do the Consents within Exhibit 3 to the Petition demonstrate?

Attached to and made a part of the Petition as Exhibit 3 are the written consents to the establishment of the District by Benjamin Partners, Ltd., Garmet, Ltd., Terry E. Humphrey and Stephen S. Stoll as the owners of 100% of the real property to be included in the District. The Consents demonstrate that the landowners intend for all the real property specified in the Consents to be included within the proposed Ravaudage Community Development District.
Community Development District and to be bound by the requirements of Chapter 190, Florida Statutes, for such districts.

13. Were you also responsible for, or did you assist in, the creation of any other Exhibits to the Petition? If so, which ones?

Yes, in addition to Exhibit 3, I was either solely responsible for or assisted in the creation of Exhibits 2, 4, 6A and 6B.

14. Do Exhibits 2, 4, 6A or 6B to the Petition require any change or correction?

No.

15. Is the information contained within Exhibits 2, 4, 6A and 6B to the Petition true and correct to the best of your knowledge?

Yes, to the best of my knowledge.

16. What is the proposed name of the community development district?

Ravaudage Community Development District.

17. Does this conclude your testimony?

Yes, it does.

FURTHER AFFIANT SAYETH NAUGHT.

Daniel B. Bellows

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 20th day of March, 2013, by Daniel B. Bellows.

Signature of Notary Public

Print Notary Name

My Commission Expires: 12/31/20

Commission No.: BF10201

Personally known, or

Produced Identification

Type of Identification Produced

3
TAB 2
George Flint
District Manager
BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA

IN RE: PROPOSED ORDINANCE PURSUANT )
TO SECTION 190.005(2), FLORIDA STATUTES,
TO ESTABLISH THE RAVAUDAGE
COMMUNITY DEVELOPMENT DISTRICT )

TESTIMONY OF GEORGE FLINT
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.
   
   My name is George Flint. My business address is 13574 Village Park Drive, Suite 265, Orlando, Florida 32837.

2. By whom are you employed and in what capacity?
   
   I am a Vice-President with Governmental Management Services - Central Florida, LLC ("GMS") and serve as District Manager and financial consultant for community development districts.

3. And what is the nature of your firm's business?
   
   GMS provides management consulting services to community development districts and the real estate industry including general management, accounting, recording secretary, field services and assessment administration. GMS currently serves as the district manager for approximately one-hundred (100) community development districts in the State of Florida.

4. Do you work for both public and private entities?
   
   GMS primarily works for public entities providing district management services. However, we are retained, from time to time, by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?
   
   I have nineteen (19) years of experience in the public and private sectors providing general management, budgeting, and consulting services. I served as the Budget Officer and Assistant County Administrator for St. Johns County, Florida, and as the Assistant County Manager/Performance Manager for Alachua County, Florida. In addition, I
served as a Senior Management Consultant and Regional Manager for TetraTech, Inc., an environmental engineering firm, and as the Executive Director of the St. Johns County Utility Authority. I have extensive knowledge of special districts, governmental budgeting and finance issues, the development process, and water and wastewater utilities.

6. Please describe your educational background.

I have a Bachelor of Arts degree from Princeton University in Politics with a focus in economics and a Master of Public Administration from Florida State University with a specialization in public budgeting and finance.

7. Have you previously worked with other petitioners and prepared a Statement of Estimated Regulatory Costs?

Yes. We have prepared approximately thirty (30) such documents.

8. Where in Florida are the districts with which you have worked?

I currently manage directly or oversee personnel that manage thirty (30) districts, the majority of which are in the metro Orlando area and are located in Orange, Osceola, Lake and Polk counties. I also manage districts in Marion, Flagler, Brevard, St. Lucie and Hillsborough counties.

9. Are any of these community development districts ("CDDs") of about the same size as, or larger than, the proposed Ravaudage Community Development District?

Yes.

10. At this point, I will ask you to address certain matters that relate to community development district management. Please describe the general manner in which a community development district actually operates.

Initially, community development districts are governed by a five-member Board of Supervisors who are elected by district landowners. The Board retains a District Manager who supervises the services, facilities and administrative functions of the CDD, and essentially runs the day-to-day operations and implements many of the actions of the board. Each year, the CDD Board publicly notices and conducts a public hearing for the purpose of adopting a budget. The proposed budget is submitted to the applicable local general purpose government for review and comment prior to its formal adoption.

11. Are there requirements, such as the open meetings and public records laws, imposed upon community development districts in order to safeguard the public that are similar to those imposed upon other general purpose local governments?

Yes, there are.
12. **Please describe these requirements and safeguards.**

The creation of a CDD does not change any requirements for government approval of any construction within the District. Any land development requirements, and all state and local development regulations, still apply. There must also be disclosure of public financing and the facilities and services being provided by a CDD. The CDD must provide financial reports to the Department of Financial Services in the same form and manner as is required of all other political subdivisions, and is annually audited by an independent certified public accountant. Furthermore, under Chapter 286, Florida Statutes, all meetings and District records must be open to the public in compliance with “Government in the Sunshine.”

Members of the initial CDD Board of Supervisors must be residents of Florida and citizens of the United States. Boards are elected initially on a one acre, one vote basis. By law, after 6 years (and once 250 registered voters live in the CDD), the board begins to transition to registered voters living in the CDD. At that time, the Supervisors are required to be residents and electors of the District. Board members are required to file annual financial disclosure statements, as is required by other local officials. The CDD budget must be filed with the applicable general purpose government, and a public hearing must be held prior to its adoption. All fees, rates and charges imposed by the CDD must be adopted in accordance with its rule making procedures pursuant to Chapter 120, Florida Statutes.

When a CDD imposes special or non-ad valorem assessments pursuant to Chapter 170, Florida Statutes, it must provide both published and mailed notice to those who are to be assessed. The assessment process includes preparation of a methodology that fairly and equitably allocates the cost of the District’s projects.

13. **Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.**

Typically, in the first year of a CDD’s existence, most or all of the land is owned by the developer, and expenses are funded by the developer by way of a “funding agreement” between the developer and the District, as opposed to imposing assessments.

Notwithstanding the aforementioned funding agreement, CDDs have the ability to utilize various financing techniques for financing long-term projects. Bonds are frequently issued by CDDs and must be secured by a trust agreement. For any bonds maturing more than five years, the CDD must seek circuit court validation of its bonds, in accordance with Chapter 75, Florida Statutes. The District also has the ability to borrow funds on either a long or short term basis.

By law, debt of the district cannot become debt of any other government (county, city or state), without that government’s consent. The District’s debt may be retired through non
ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and services. The CDD has no ability to assess land outside its boundaries, nor any ability to assess any land owned by another government.

14. Are you familiar with the petition and exhibits filed to establish the Ravaudage Community Development District (the “Petition”)?

Yes. I have reviewed the Petition and all of its exhibits. Petition Exhibit 8 is the Statement of Estimated Regulatory Costs (“SERC”). It is a requirement of Chapter 190, Florida Statutes, and was prepared by my firm.

15. To the best of your knowledge, is Exhibit 8 to the petition a true and accurate recitation of the Statement of Estimated Regulatory Costs (SERC)?

Yes.

16. Based on your review of Exhibit 8 to the Petition, are there any updates that need to be made at this time?

No.

17. What exactly is a Statement of Estimated Regulatory Costs?

A Statement of Estimated Regulatory Costs provides the analysis of financial impact of establishing a community development district, and is required by §§ 190.005(2)(a) and 190.005(1)(a)(8), Florida Statutes.

Section 120.541(2), Florida Statutes, specifically provides a list of the necessary elements that a SERC must include: (1) a good faith estimate of the number of individuals and entities likely to be required to comply with, or are affected by, the ordinance; (2) a good faith estimate of the cost to the agency, and any other state or local government entity; (3) an analysis of the transactional costs likely to be incurred by individuals and entities required to comply with the ordinance; (4) impact on small businesses, small cities and small counties; and (5) any additional information that the City might find useful.

The methodology used to create the SERC is consistent with that commonly used by others within the industry. The information comprising the SERC is based on my professional knowledge relative to prior experience working with special districts, and information provided to us by the Petitioner.

18. Please summarize the costs to the City of Winter Park resulting from establishment of the Ravaudage Community Development District.

The costs incurred to the City are minimal at best. The City may incur one-time administrative costs involved with the staff review process associated with the
establishment, but those costs will be offset by the filing fee of $15,000 paid to the City by the Petitioner.

Once established, ongoing costs will not be incurred by the City. The District will be an independent unit of local government. The only foreseeable cost to the City would be the minimal expense to the City for their optional review of reports required to be submitted by the District. The review of these reports is at the City’s option.

19. Please summarize the costs to the State of Florida resulting from the establishment of the Ravaudage Community Development District.

The State will only incur minimal costs once the District is established. The costs are usually the result of administrative review of reports required to be submitted periodically pursuant to Chapters 189 and 190, Florida Statutes. The Legislature has adopted a fee of $175 per year to be paid to the Department of Community Affairs as the agency collecting information about districts. Since the District is designed to be a self-sufficient, special-purpose governmental entity, it is responsible for its own management. No additional burden is placed on the State of Florida once the District has been established, with the exception of reporting requirements previously mentioned.

20. Will the establishment of the proposed District result in costs to local small businesses?

No. Small businesses will not be negatively impacted by the establishment of the District. Small businesses may actually benefit since businesses have the option of becoming competitive bidders of the District’s business.

21. Will the establishment of the proposed District have a negative impact on state or local revenues?

No. The District will have their own source of revenue and no state or local subsidies are required; however, it is our understanding that development of the District’s infrastructure is based in part on a voluntary revenue sharing arrangement with the City. In addition, establishment of the District should have no negative impact on state or local revenues because the District will be an independent unit of local government, and debts of the District will be strictly its own responsibility.

22. Based on your training and experience in the financial aspect of community development districts, do you have an opinion regarding the financial viability and feasibility of the proposed District?

Yes, I do.
23. **What is that opinion?**

   In my opinion, based on my experience with other districts and with the proposed funding sources available to the District, the proposed Ravaudage Community Development District is expected to be financially viable and feasible.

24. **Based on your training and experience, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as a functional interrelated community?**

   Yes, I do.

25. **What is your opinion?**

   It is my opinion that the proposed district is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community.

26. **What is the basis for your opinion?**

   Functional interrelation means that each community purpose has a mutual reinforcement relationship to one another. Each function must therefore be planned to contribute to the development of the larger community. This requires a long range plan that can evaluate the future needs of a community as it relates to needed facilities and services, such as roads, drainage, water, sewer, lighting, etc. Each function must in turn have a management capability, funding source and comprehension of the community needs and ability to handle growth. The Ravaudage CDD as proposed will be able to meet the requirements to be a functionally interrelated community because it is of sufficient size (approximately 45.8 acres of land), is sufficiently compact and sufficiently contiguous, as depicted in the Petition.

27. **Do you have an opinion as to whether the proposed Ravaudage Community Development District is the best alternative available for providing the proposed community development services and facilities to the areas to be served?**

   Yes, I do.

28. **What is your opinion?**

   My opinion is that the proposed District is the best alternative available to provide the proposed community development services and facilities to the lands which can be paid for by the District itself and/or other voluntary funding arrangements.

29. **What is the basis for your opinion?**

   From an economic perspective, the District is the best alternative because establishment of the District would result in the lowest cost to landowners and to homeowners as
compared to other alternatives. The Petitioner proposes to establish the Ravaudage Community Development District to construct certain public infrastructure and community facilities which will be needed by the property owners and residents of the District. Creation of the District will allow the community development process to take care of its own needs by restricting costs to those who benefit from the services provided. Non-ad valorem or special assessments on the property within the District are expected to be used to repay any debt that is incurred. Expenses for operations and maintenance are expected to be paid through maintenance assessments, which assures that the District will be maintained at the sustained level of quality desired by its residents.

The use of non-ad valorem and maintenance assessments or user fees ensures that the property receiving the benefit of district services is the same property to pay for those services.

There are no effective alternatives to provide for such financing structures, although the general-purpose local government could finance the improvements utilizing special assessments or general funds, or the developer could provide the infrastructure through private means, including private financing, if available, but this is generally more expensive. A Property Owners Association ("POA") could be used to provide for the facilities; however, the POA does not have the ability to finance the facilities, and lacks the legal backing to effectively enforce assessments. In addition, the developer would not be able to provide long-term maintenance of any of the facilities other than through the POA.

Specifically, although both CDDs and POAs are permitted to oversee the operation and maintenance for stormwater management systems, mitigation areas, and conservation areas, the St. Johns River Water Management District (SIRWMD) takes the position that a CDD is the preferred unit because it is a perpetual local government unit that by law has the requisite assessment authority, and is only required to provide a letter to the SIRWMD that it will accept responsibility for operation and maintenance. Contrarily, a POA must submit more documentation and proof that it has the legal, financial and administrative capabilities to provide for the long term maintenance of the facility. A POA must also submit documentation that it has the power to levy taxes, has the authority and responsibility to operate and maintain the system, and may be precluded from dissolving until another entity acceptable to the SIRWMD can be found to operate the system. Therefore, none of these alternatives are preferable concepts.

30. Will the services and facilities to be provided by the proposed Ravaudage Development District be incompatible with the uses and existing local and regional facilities and services?

My opinion is that the services and facilities proposed to be provided by the District are not incompatible with the uses and existing local and regional facilities and services. Any services required of the proposed District are necessary to support new growth in the City; however, none of the proposed facilities and services currently exist in a
configuration that will support the proposed level of development.

31. Do you have an opinion as to whether the area that will be served by the proposed Ravandage Community Development District is amenable to separate special district government?

Yes.

32. What is your opinion?

It is my opinion that the areas to be included within the proposed District are amenable to being served by a separate special district government. Because the area within the proposed District is of sufficient size, compactness and contiguity, and is economically viable, the area to be served by the proposed District is clearly amenable to separate special district governance.

33. What is the basis for your opinion?

There are two criteria to be reviewed when determining if a District is amenable to separate special district government: First, does the land area have a need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Second, is the land area of sufficient size, sufficient compactness and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the proposed CDD covers a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the proposed CDD. As described in the Petition for Establishment, the proposed District will construct and maintain certain identified needed facilities and services. Other facilities and improvements may be constructed by the proposed CDD and ultimately maintained by the City. Based on my professional experience in district management, districts of this size are large enough to effectively provide and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities. However, if later circumstances would cause the City to re-evaluate whether these lands should continue as separate special district government, the City has the option under section 190.046(4), Florida Statutes, to effectively take over the functions of any CDD.

41. Does this conclude your testimony?

Yes it does.

[Signature page to follow.]
FURTHER AFFIANT SAYETH NAUGHT.

George Flint

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 19th day of March, 2013, by George Flint.

Signature of Notary Public

Stacie M. Vanderbilt
Print Notary Name
My Commission Expires: July 29, 2016
Commission No.: EE 214293
Personally known, or
Produced Identification
Type of Identification Produced:
TAB 3
Brett Sealy
Underwriter
BEFORE THE CITY COMMISSION  
WINTER PARK, FLORIDA  

IN RE: PROPOSED ORDINANCE PURSUANT  
TO SECTION 190.005(2), FLORIDA STATUTES,  
TO ESTABLISH THE RAVAUDAGE  
COMMUNITY DEVELOPMENT DISTRICT  

TESTIMONY OF BRETT SEALY  
IN SUPPORT OF THE ESTABLISHMENT OF THE  
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT  

1. Please state your name and business address.  
   
   My name is Brett Sealy. My business address is 152 Lincoln Avenue, Winter Park, Florida 32789.  

2. By whom are you employed and in what capacity?  
   
   I am a managing partner at MBS Capital Markets, LLC (“MBS”). Upon establishment of the proposed Ravaudage Community Development District (the “District”) and the engagement of MBS to serve as underwriter, I would serve as the lead banker for MBS with respect to the District.  

3. And what is the nature of your firm’s business?  
   
   MBS specializes in special tax district finance. More specifically, the partners and key professionals of MBS have served as underwriter to more than 300 Florida community development districts that have issued in excess of $10.5 billion of tax-exempt bonds in approximately 700 separate transactions.  

4. What is your academic background?  
   
   I am a 1994 graduate of Rollins College with a B.S. degree in Economics.  

5. Are you familiar with the proposed Ravaudage Community Development District?  
   
   I am familiar with the proposed Ravaudage Community Development District and MBS has consulted with the land owner and with representatives of the Developer regarding underwriting tax-exempt bonds to acquire and/or construct certain public infrastructure improvements for the proposed Ravaudage Community Development District.
6. What is your opinion on using a community development district to finance the infrastructure improvements?

It is our opinion that using a community development district to finance certain public infrastructure improvements to serve the proposed Ravaudage development is an efficient and appropriate option that we would recommend to the City of Winter Park.

7. In your opinion is it anticipated that assessments on the property for the proposed Ravaudage Community Development District would be utilized to repay the debt incurred to provide the infrastructure?

It is anticipated that assessments levied on the property within the boundaries of the proposed Ravaudage Community Development District would be utilized to repay the debt incurred to acquire and/or construct certain public infrastructure to serve the proposed Ravaudage Community Development District.

8. What is your opinion on the issuance of the District’s bonds; will it in any way impact the bonding capacity or the credit rating of the City?

We are of the opinion that the issuance of the proposed Ravaudage Community Development District’s bonds will not in any way impact the bonding capacity or the credit rating of the City. The disclosure document utilized in selling the proposed Ravaudage Community Development District’s bonds will clearly and prominently indicate that the bonds being issued by the proposed Ravaudage Community Development District are not an obligation of the State of Florida or the City of Winter Park.

9. In your opinion would the enabling legislation for a community development district found in Chapter 190, Florida Statutes, preclude the District from allowing its debt to be construed as an obligation of the City?

We have been advised, and it is our opinion, that the enabling legislation for a community development district found in Chapter 190, Florida Statutes, precludes the proposed Ravaudage Community Development District from allowing its debt to be construed as an obligation of the City.

10. Have you reviewed the plans for providing the infrastructure within the proposed District?

We have reviewed the plans and current proposed costs for the proposed Ravaudage Community Development District. Accordingly, we are of the opinion that the proposed financing is feasible utilizing an assessment methodology which only imposes assessments on the property designed for use
within the boundaries of the proposed Ravaudage Community Development District.

11. Does this conclude your testimony?

Yes it does.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Brett Sealy

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 20\textsuperscript{th} day of March, 2013, by Brett Sealy.

MARY JEAN DANIELSEN
Print Notary Name
My Commission Expires: 5-17-16
Commission No.:

☐ Personally known, or
☐ Produced Identification
Type of Identification Produced:
TAB 4
David A. Stokes
Engineer
BEFORE THE CITY COMMISSION  
WINTER PARK, FLORIDA

IN RE: PROPOSED ORDINANCE PURSUANT  )
TO SECTION 190.005(2), FLORIDA STATUTES,  )
TO ESTABLISH THE RAVAUDAGE  )
COMMUNITY DEVELOPMENT DISTRICT  )

TESTIMONY OF DAVID A. STOKES  
IN SUPPORT OF THE ESTABLISHMENT OF THE  
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

   My name is David A. Stokes. My business address is 431 East Horatio Avenue, Suite 260, Maitland, Florida 32751.

2. By whom are you employed and in what capacity?

   I am employed by Madden, Moorhead & Glunt, Inc. ("Madden") as a professional engineer.

3. What is the nature of Madden’s business?

   Madden, Moorhead, & Glunt, Inc. is a civil engineering firm, which provides site engineering services. Madden, Moorhead, & Glunt, Inc. has been providing civil engineering services for the petitioner since 2011.

4. How long have you held your position at Madden?

   I have held this position since April 18, 2005.

5. Please describe your duties with Madden.

   I am a project manager in charge of a team of engineering professionals focusing on commercial, industrial, office and residential land development projects.

6. Please give your educational background, with degrees earned, major areas of study and institutions attended.

   I obtained a Bachelor of Science degree in Civil Engineering from the University of Central Florida in 2002. I have attended numerous continuing education seminars on stormwater management, engineering design, and project management.
7. Do you have any professional licenses, registrations or certifications?

Yes. I am a practicing Registered Professional Engineer, Florida license # 66527.

8. Are you a member of any professional associations?

Yes, I am a member of the West Orange Chamber of Commerce, National Association of Industrial and Office Parks, Coalition for Property Rights, and the Florida Green Building Coalition.

9. Please summarize your previous experience as it relates to public facility design and construction.

I have extensive experience in the design of roadways, stormwater management systems, sanitary sewer collection, pumping and transmission systems, potable water distribution systems and reclaim water distribution systems associated with public infrastructure design and construction. In my role at Madden, Moorhead, & Glunt, Inc., I have designed or supervised the design and permitting of many projects throughout Central Florida in accordance with municipal design standards.

10. Please summarize your previous work experience relating to special districts in general.

I have been involved with the design of the Dowden Road widening which is part of what is now referred to as the Randal Park CDD located in Orlando.

11. Have you been involved in any developments of the type and nature contemplated within the Ravaudage Community Development District?

Yes, I have been involved with several other projects of the type and nature contemplated within the Ravaudage Community Development District. I have been involved with numerous commercial, multifamily and office projects.

12. Where in Florida are the special districts with which you have worked?

The Randal Park CDD in Orlando.

13. Are you familiar with the petition (the “Petition”) filed by Benjamin Partners, Ltd. (the “Petitioner”) seeking the establishment of the Ravaudage Community Development District (the “District”)?

Yes, I am. Madden, Moorhead, & Glunt, Inc. assisted the Petitioner with the preparation of several exhibits to this Petition.
14. Are you generally familiar with the geographical area, type, and scope of development and the available services and facilities in the vicinity of the proposed District?

Yes, I have been involved with the property since 2011. I have been to the property and am familiar with the available infrastructure services to the property. I have been the Team Leader for the ongoing design and permitting of the development; along with the master stormwater management system and the roadway improvements, as well as bringing water and sewer service to the property.

15. Did you prepare, or have others prepare under your supervision or with your assistance, any of the exhibits attached to the petition?

Yes, I did.

16. Which exhibits did you prepare or have others prepare under your supervision or with your assistance?

Exhibits 1, 5, 6A, 6B, 7A and 7B attached to the Petition were prepared by, or with the assistance of, Madden, Moorhead, & Glunt, Inc.

17. Do any of the exhibits prepared by your firm, under your supervision require any change or correction?

No.

18. Are Exhibits 1, 5, 6A, 6B, 7A and 7B to the Petition true and correct?

Yes, they are correct to the best of my knowledge.

19. In general, what do Exhibits 1, 5, 6A, 6B, 7A and 7B to the Petition demonstrate?

Exhibit “1” is a general location map showing the position of the District with respect to the surrounding area.

Exhibit “5” is a map of the proposed District boundaries illustrating the location of existing major water trunk mains and sewer interceptors and outfalls in the immediate vicinity.

Exhibit “6A” is a timetable relating to the construction of proposed infrastructure to be constructed, installed or acquired by the District.

Exhibit “6B” is a table containing cost estimates of the infrastructure identified in the previous exhibit.
Exhibit "7A" is a map of the District showing the future general distribution, location and extent of public and private uses within the District upon completion of construction. This map is preliminary in nature and is subject to change.

Exhibit "7B" illustrates a portion of the Orange County Future Land Use Map as it applies to the area of the District.

20. What capital facilities are presently expected to be provided by the Ravaudage Community Development District?

The proposed District presently expects to construct or acquire infrastructure, facilities and services which provide water distribution and wastewater collection and transmission, public roadways, surface water management, lighting, landscaping, public parking, landscaping/parks and other recreational facilities.

21. Does this conclude your testimony?

Yes, it does

FURTHER YOUR AFFIANT SAYETH NAUGHT.

David A. Stokes

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 20th day of March, 2013, by David A. Stokes.

Signature of Notary Public
Nicole Martin

Print Notary Name
Nicole Martin

My Commission Expires: 8/5/14
Commission No.: DD991082

Personally known, or
Produced Identification
Type of Identification Produced
BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA

IN RE: PROPOSED ORDINANCE PURSUANT TO
SECTION 190.005(2), FLORIDA STATUTES,
TO ESTABLISH THE RAVAUDAGE
COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL TESTIMONY OF DAVID A. STOKES
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name, business address and employer.

My name is David A. Stokes. My business address is 431 East Horatio Avenue, Suite 260, Maitland, Florida 32751, and my employer is Madden, Moorhead, & Glunt, Inc. My employer’s information, my experience and position with my employer, and the extent of my involvement in the Ravaudage project, are all set forth in my original testimony to which this supplement is attached.

2. What is the purpose of this supplemental testimony?

Subsequent to the submission of my original testimony, I became aware that Exhibit 7A to the Petition to Establish the Ravaudage Community Development District (the “Petition”) needed to be modified in order to correct an inadvertent depiction of future development outside of the proposed boundaries of the Ravaudage Community Development District (the “District”).

3. In general, what does Exhibit 7A to the Petition demonstrate?

Exhibit 7A is a map of the District showing the future general distribution, location and extent of public and private uses within the District upon completion of construction. This map is preliminary in nature and is subject to change.

4. In what way is Exhibit 7A being modified?

Exhibit 7A is being modified to delete the depiction of proposed infrastructure development outside of the boundaries of the District in the area generally northeast of the proposed District boundaries. An updated, modified version of Exhibit 7A to the Petition is attached hereto as Exhibit “A”.

5. Does this modification affect the substantive information Exhibit 7A contains and that is required to be submitted as part of the Petition?
No, it does not. This modification deals only with areas outside of the proposed District boundaries, and a depiction of development in such areas was inadvertent and is not required as part of Exhibit 7A.

6. Do any of the other exhibits prepared by your firm or under your supervision, as specified in your original testimony, require any change or correction?

No.

7. Is Exhibit 7A, as modified and as attached hereto, true and correct?

Yes, it is correct to the best of my knowledge.

8. Does this conclude your supplemental testimony?

Yes, it does.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]

David A. Stokes

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 20th day of March, 2013, by David A. Stokes.

[Stamp]

Signature of Notary Public

Print Notary Name

My Commission Expires: October 17, 2014

Commission No.: E12345678

☐ Personally known, or

☒ Produced Identification

Type of Identification Produced

[Identification]

2
EXHIBIT “A” TO SUPPLEMENTAL TESTIMONY OF DAVID A. STOKES

MODIFIED EXHIBIT 7A TO THE PETITION TO ESTABLISH THE RAVAUDE CDD – PUBLIC/PRIVATE LAND USE MAP
TAB 5
Mark I. Luke
Surveyor
BEFORE THE CITY COMMISSION
WINTER PARK, FLORIDA

IN RE: PROPOSED ORDINANCE PURSUANT )
TO SECTION 190.005(2), FLORIDA STATUTES, )
TO ESTABLISH THE RAVAUDAGE )
COMMUNITY DEVELOPMENT DISTRICT )

TESTIMONY OF MARK I. LUKE
IN SUPPORT OF THE ESTABLISHMENT OF THE
RAVAUDAGE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.
   
   My name is Mark I. Luke. My business address is 165 Middle Street, Suite 1101, Lake Mary, Florida 32746.

2. By whom are you employed and in what capacity?
   
   I am the owner and Managing Member of Henrich-Luke & Swaggerty, LLC ("HLS") and work as a professional surveyor and mapper.

3. What is the nature of HLS' business?
   
   HLS is a surveying and mapping business. HLS has been providing land surveying services in the Central Florida area since 2003. HLS has been providing surveying and mapping services for the petitioner since 2004.

4. How long have you held your position at HLS?
   
   I have held this position since May 2003.

5. Please describe your duties with HLS.
   
   As the owner and surveyor and mapper in responsible charge, I perform all management and organizational responsibilities for the company. I also provide expert testimony services for land surveying matters in Central Florida.

6. Please give your educational background, with degrees earned, major areas of study and institutions attended.
   
   I obtained an Associate of Arts degree in Pre-Engineering at Seminole Community College and a Bachelor of Science degree in Business Administration with a major in Real Estate from the University of Central Florida. I have attended numerous continuing
education seminars on land surveying, legal description writing, geographic information systems and global positioning systems.

7. **Do you have any professional licenses, registrations or certifications?**

   Yes. I am a practicing Professional Surveyor and Mapper, Florida registration # 5006.

8. **Please summarize your previous experience as it relates to surveying and mapping projects of this size and nature.**

   I have prepared legal descriptions and exhibits for utilities service areas for the City of Orange City, Florida and Deseret Ranches Service Area in Orange County and Osceola County, Florida.

9. **Have you been involved in any developments of the type and nature contemplated within the Ravaudage Community Development District?**

   Yes, I have been involved with several other projects of the type and nature contemplated within the Ravaudage Community Development District. I have been involved with numerous commercial, multifamily, residential and office projects.

10. **Are you familiar with the petition (the “Petition”) filed by Benjamin Partners, Ltd. (the “Petitioner”) seeking the establishment of the Ravaudage Community Development District (the “District”)?**

    Yes, I am. HLS assisted the Petitioner with the preparation of several exhibits to this Petition.

11. **Are you generally familiar with the geographical area in the vicinity of the proposed District?**

    Yes, I have been involved with the property since 2003. As the responsible surveyor and mapper, I have provided boundary surveys for various properties within the proposed District, and have provided a topographic survey for engineering design and for the entire District area. HLS is currently providing surveying services for construction layout and legal description preparation for various parcels within the proposed District.

12. **Did you prepare, or have others prepare under your supervision or with your assistance, any of the exhibits attached to the petition?**

    Yes, I did.

13. **Which exhibits did you prepare or have others prepare under your supervision or with your assistance?**
Exhibits 1B and 2 attached to the Petition were prepared by, or with the assistance of HLS.

14. Do any of the exhibits prepared by your firm, under your supervision require any change or correction?

No.

15. Are Exhibits 1B and 2 to the Petition true and correct?

Yes, they are correct to the best of my knowledge.

16. In general, what do Exhibits 1B and 2 to the Petition demonstrate?

Exhibit "1B" contains a sketch and descriptions of the real property to be both included within, and excluded from, the District.

Exhibit "2" contains a list of the real property, identified by parcel identification numbers, to be excluded from the external boundaries of the District, and also provides the names and last known address of each of the owners of these excluded parcels.

17. Does this conclude your testimony?

Yes, it does.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Mark I. Luke

STATE OF FLORIDA
COUNTY OF __________

Sworn to (or affirmed) and subscribed before me this __ day of March, 2013, by Mark I. Luke.

Signature of Notary Public

Print Notary Name

My Commission Expires: 8-9-2014

Commission No.: EE 9779

☐ Personally known, or
☐ Produced Identification

Type of Identification Produced
ORDINANCE NO. _____-13

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
GRANTING PETITION OF BENJAMIN PARTNERS, LTD.;
ESTABLISHING AND NAMING THE RAVAUDAGE COMMUNITY
DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA
STATUTES; DESCRIBING AND PROVIDING THE EXTERNAL
BOUNDARIES, THE FUNCTIONS AND THE POWERS OF THE
DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL
MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS;
PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE
DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida
Statutes, to provide an alternative method to finance and manage services for
community development; and

WHEREAS, Benjamin Partners, Ltd. ("Petitioner"), having obtained written
consent to the establishment of the Ravaudage Park Community Development District
(the "District") by the owners of 100 percent of the real property to be included in the
District, petitioned the City Commission of the City of Winter Park (the "City") to enact
an ordinance establishing the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Petitioner is a Florida limited partnership authorized to conduct
business in the State of Florida, and Petitioner's principal place of business is 558 W.
New England Avenue, Winter Park, Florida 32789; and

WHEREAS, a public hearing has been conducted by the City on April 8, 2013 at
the Winter Park City Hall in accordance with the requirements and procedures of
Section 190.005(1)(d) and (2)(b), Florida Statutes, and the applicable requirements and
procedures of the City's Charter and Code of Ordinances; all interested persons and
affected units of general-purpose local government were afforded an opportunity to
present oral and written comments on the Petition at said duly noticed public hearing;
and

WHEREAS, upon consideration of the Petition, the record and hearing, the City
determined that the statements within the Petition were true and correct, that the
establishment of the District is not inconsistent with any applicable element or portion of
the state comprehensive plan or the City's comprehensive plan, that the land within the
District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be
developable as a functionally interrelated community, that the District is the best
alternative available for delivering community development services and facilities to the
area served by the District, that the community development services and facilities of
the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, establishment of the District satisfies the requirements of Chapter 190, Florida Statutes, and will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described, thereby providing a solution to the City's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the City and its taxpayers.

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

SECTION 1. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

SECTION 2. FINDINGS. The foregoing recitals and findings are true and correct and are incorporated herein, adopted, and made a part hereof.

SECTION 3. GRANT OF PETITION. The Petition to establish the Ravaudage Community Development District, a copy of which is attached hereto as Exhibit "A" and incorporated herein, over the real property described in Exhibit "B" attached hereto, is hereby granted; said Petition having been initially filed by Petitioner with the Office of the City Clerk on February 25, 2013 and a revised version re-filed on March 28, 2013.

SECTION 4. DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated Winter Park, Florida, which District shall be known as the "Ravaudage Community Development District."

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit "B" attached hereto. The District, overall, contains 45.8 acres, more or less.

SECTION 6. FUNCTIONS AND POWERS. The functions and powers of the District are described as the general powers in Section 190.011, and as the special powers in Section 190.012(1), Section 190.012(2)(a) and Section 190.012(2)(d), Florida Statutes, and such special powers and related statutory provisions are more fully set forth in Exhibit "C" attached hereto and incorporated herein.

SECTION 7. EMINENT DOMAIN; EXCLUDED PARCELS. Notwithstanding anything contained herein, the District, in accordance with Section 190.011(11), Florida Statutes, shall not exercise the power of eminent domain over the real property designated as the "Excluded Parcels" within Exhibit 2 of the Petition attached hereto without prior approval by resolution of the City.
SECTION 8. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District’s Board of Supervisors are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Daniel B. Bellows</td>
<td>P.O. Box 350</td>
</tr>
<tr>
<td></td>
<td>Winter Park, Florida 32790-0350</td>
</tr>
<tr>
<td>b) Robert P. Saltsman</td>
<td>P.O. Box 2146</td>
</tr>
<tr>
<td></td>
<td>Winter Park, Florida 32790-2146</td>
</tr>
<tr>
<td>c) Patrick J. Knight</td>
<td>1900 E. Adams Drive</td>
</tr>
<tr>
<td></td>
<td>Maitland, Florida 32751</td>
</tr>
<tr>
<td>d) Javier Omana</td>
<td>1027 Stetson Street</td>
</tr>
<tr>
<td></td>
<td>Orlando, Florida 32804</td>
</tr>
<tr>
<td>e) Glen S. Jaffee</td>
<td>391 W. Trotters Drive</td>
</tr>
<tr>
<td></td>
<td>Maitland, Florida 32751</td>
</tr>
</tbody>
</table>

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 9. OBLIGATIONS OF DISTRICT. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation or burden of the City.

SECTION 10. SEVERABILITY. If any provision of this Ordinance is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

PASSED and ENACTED this _____ day of ________________, 2013.

CITY OF WINTER PARK, FLORIDA

______________________________
Mayor Kenneth W. Bradley

ATTEST:

______________________________
City Clerk Cynthia S. Bonham
EXHIBIT "A"

PETITION
EXHIBIT “B”

LEGAL DESCRIPTION OF DISTRICT BOUNDARIES

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PART OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH 01°40'06"W 30.01 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE CENTERLINE OF BENNETT AVENUE; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°40'06"W ALONG THE CENTERLINE OF AFORESAID BENNETT AVENUE A DISTANCE OF 100.96 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF BENNETT AVENUE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK "O", HOME ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 90°00'00"E A DISTANCE OF 143.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 00°22'31"E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 12.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK "O", OF SAID HOME ACRES; THENCE N 90°00'00"E ALONG THE NORTH LINE OF SAID LOT 14, THE NORTH LINE OF LOT 6, BLOCK "P", AND THE NORTH LINE OF LOT 11, BLOCK "P", SAID HOME ACRES, A DISTANCE OF 431.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK "P", SAID POINT LYING ON THE WEST LINE OF LEWIS DRIVE; THENCE S 00°05'24"W ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE INTERSECTION OF SAID WEST LINE OF LEWIS DRIVE WITH THE WESTERLEY EXTENSION OF THE NORTH LINE OF LOT 10, BLOCK "K", SAID HOME ACRES, THENCE, THENCE N 90°00'00"E ALONG SAID WESTERLY EXTENSION A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK "K", SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF AFORESAID LEWIS DRIVE; THENCE S 00°05'24"W ALONG THE EAST RIGHT OF WAY LINE OF LEWIS DRIVE A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK K; THENCE N 90°00'00"E ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK K; THENCE S 00°05'24"W ALONG THE WEST LINE OF SAID LOT 15 A DISTANCE OF 50.00 FEET; THENCE N 90°00'00"E ALONG THE SOUTH LINE OF SAID LOT 15 AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 182.50 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE; THENCE S 00°05'24"W ALONG SAID EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF GLENDON PARKWAY AS IT NOW EXISTS; THENCE N 90°00'00"E
ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 187.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ORLANDO AVENUE (STATE ROAD 15 & 600); SAID POINT BEING A POINT ON A CURVE HAVING A RADIUS OF 5676.65 FEET, A CENTRAL ANGLE OF 02°43'16" AND A CHORD THAT BEARS S 01°16'50"E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 269.61 FEET TO THE POINT OF TANGENCY; THENCE RUN S 00°04'48"W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 803.10 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF LEE ROAD; (STATE ROAD NO. 438); THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S 67°42'20"W, 36.68 FEET; S 89°45'12"W, 124.55 FEET; S 81°01'12"W, 34.71 FEET; N 00°04'22"W, 11.27 FEET; S 89°45'12"W, 385.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LEWIS DRIVE; THENCE N 00°04'22"W ALONG SAID RIGHT OF WAY OF LEWIS DRIVE A DISTANCE OF 213.88 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK C, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF SAID LOT 7 TO THE NORTHWEST CORNER OF LOT 7; THENCE N 00°04'22"W ALONG THE EAST LINE OF LOTS 15, 16 AND 17, BLOCK C, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOT 15 A DISTANCE OF 132.50 FEET TO THE EAST RIGHT OF WAY LINE OF LOREN AVENUE; THENCE S 00°04'22"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 365.02 FEET TO A POINT ON AFORESAID LEE ROAD; THENCE S 89°45'12"W ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID LOREN AVENUE; THENCE N 00°04'22"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.23 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK D, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOTS 3, 4 AND 5, BLOCK D, A DISTANCE OF 153.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S 00°04'22"E ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 115.56 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY LINE OF LEE ROAD; THENCE S 89°45'12"W, 155.50 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF LEE ROAD AND THE WEST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1,534 FEET MORE OR LESS; TO THE NORTHEAST CORNER OF PARK GREEN; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 90, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 89°58'47"W A DISTANCE OF 491.91 FEET; THENCE N 00°07'54"E A DISTANCE OF 186.84 FEET; THENCE S 89°56'22"E A DISTANCE OF 191.75 FEET; THENCE N 00°07'54"E A DISTANCE OF 320.55 FEET; THENCE N 89°53'51"E A DISTANCE OF 49.46 FEET; THENCE N 00°12'06"E A DISTANCE OF 103.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF AFORESAID MONROE AVENUE; THENCE N 90°00'00"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 295.57 FEET TO THE POINT OF BEGINNING.
LESS THE FOLLOWING:

LOT 15, BLOCK "B", HOME ACRES ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA.

LOTS 10, 11 AND 17, BLOCK "F", AND VACATED RIGHT OF WAY NORTH OF LOTS
10 AND 11, AND EAST OF LOT 11; HOME ACRES ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS
OF ORANGE COUNTY, FLORIDA.

LOT 1, BLOCK "H", HOME ACRES ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA.

LOTS 11, 12 AND 16, BLOCK "L", AND VACATED RIGHT OF WAY EAST OF LOT 16,
BLOCK "L"; AND THE NORTH 1/2 OF LOT 13, BLOCK "L", HOME ACRES
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97,
IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 14, THE NORTH 25 FEET OF LOT 4, THE SOUTH 37.5 FEET OF LOT 5, AND
THE SOUTH 16.67 FEET OF LOT 13, BLOCK "P"; HOME ACRES ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC
RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS:

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF
BENJAMIN AVENUE, WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE
ROAD NO. 438 (LEE ROAD), AS SHOWN ON THE STATE OF FLORIDA, STATE
ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 75190-2502, SHEET 34 OF
42; THENCE RUN N.00°04'22"W. ALONG SAID WEST RIGHT OF WAY LINE OF
BENJAMIN AVENUE, A DISTANCE OF 21.00 FEET FOR A POINT OF BEGINNING;
THENCE RUN N.00°04'22"W. DISTANCE OF 143.39 FEET; THENCE RUN
N.89°45'12"E. A DISTANCE OF 137.00 FEET; THENCE S.00°04'22"E. A DISTANCE
OF 143.39 FEET; THENCE RUN S.89°45'12"W. A DISTANCE OF 137.00 FEET TO
THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED PROPERTY CONTAINS 45.8 ACRES MORE OR
LESS.
EXHIBIT “C”

STATUTORY PROVISIONS RELATING TO SPECIAL POWERS

SECTIONS 190.012(1), 190.012(2)(a) and 190.012(2)(d) – SPECIAL POWERS; PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES.

“The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:
   (a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.
   (b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.
   (c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d)
   1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility’s tariff on file with the Public Service Commission and may finance the required contribution.
   2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.
(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 or s. 380.061 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.
(b) ...
(c) ...
(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.
(e) ...
(f) ""

ALL AS SET FORTH IN SECTION 190.012, FLORIDA STATUTES (2012).
**subject**

Election Qualification and City Clerk’s Certification

**motion | recommendation**

Motion to accept the ordinance on first reading.

**summary**

This ordinance further clarifies Chapter 42, Elections. City Clerk Bonham has worked with City Attorney Katie Reischmann and agrees with the content of this ordinance.

**board comments**

N/A
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 42-1, DEFINITIONS, AND 42-7, QUALIFICATION OF CANDIDATES AND CLERK’S CERTIFICATION, OF CHAPTER 42, ELECTIONS, TO ADD DEFINITIONS FOR “QUALIFICATION DEADLINE”, “QUALIFICATION DOCUMENTS”, AND “QUALIFICATION PERIOD”, AND TO CLARIFY QUALIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, fundamental to our system of government is the principle that the right to be a candidate for public office is a valuable one and no one should be denied this right unless the Constitution or an applicable valid law expressly provides that the person is ineligible; and

WHEREAS, the Florida Supreme Court has ruled that the people should have the opportunity to select their public officers from a multiple choice of candidates, and widening the field of candidates is the rule, not the exception, in Florida; and

WHEREAS, unreasonable or unnecessary restraints on the election process are prohibited; and

WHEREAS, courts have held that qualification procedures must serve reasonable or legitimate state interests to protect the integrity of the election process and the purity of the ballot; and

WHEREAS, the City Commission desires to ensure all candidates are fully apprised of requirements and deadlines for qualifying for the office of City Commissioner, in order to promote participation by as many qualified candidates as possible; and

WHEREAS, Section 3.02 of the Charter of the City of Winter Park provides that the means and methods for qualification of candidates for election to the City Commission and for the Office of Mayor will be prescribed by the Commission by ordinance; and

WHEREAS, the City Commission has studied the question and finds that it is desirable to further clarify the Elections Section of Chapter 42 of the Municipal Code of Ordinances, to make the qualification process even more accessible; and
WHEREAS, words with blue text shall constitute additions to the original text and red strike through text shall constitute deletions to the original text, and asterisks (*) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Recitals. The foregoing recitals are hereby adopted and confirmed.

Section 2. Section 42-1, Definitions, of Chapter 42, Elections, is hereby amended by adding definitions entitled “Qualification Deadline”, Qualification Documents”, and “Qualification Period” as follows:

** Qualification Deadline means no later than noon of the 35th day prior to the date of the primary election or special primary election date in the year of such election. If the 35th day prior to the date of the primary election or special primary election date is a legal holiday as defined by the City, or under the law of the State of Florida, then the Qualification Deadline shall mean no later than noon of the first business day following the 35th day prior to the date of the primary election or special primary election date in the year of such election. The noon Qualification Deadline shall be treated as a jurisdictional deadline, which means that all Qualification Documents and matters required in order to qualify for office shall be properly completed and filed with the City Clerk by such deadline without exception. The jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the City Clerk before the Qualification Deadline, are incorporated by reference each time the term “Qualification Deadline” is used in this Chapter.

Qualification Documents means all documents required by the Florida Election Code, Chapters 97 through 106, and this Chapter.

Qualification Period means between noon of the 42nd day prior to the date of the primary election or special primary election and noon of the 35th day prior to the date of the primary election or special primary election date in the year of such election. In the event the first day of qualifying falls on a legal holiday as defined by the City, or under the law of the State of Florida, then the first day of qualifying will begin on the next subsequent business day following that 42nd day. If the first day of qualifying is advanced one day, the Qualifying Period will be adjusted by likewise extending the Qualification Deadline for one day. The beginning and ending times and dates of the Qualification Period shall be treated as jurisdictional, which means that all Qualification Documents and matters required in order to qualify for office must be properly completed and filed with the City Clerk by the Qualification Deadline, as that term is defined in this section. The
jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the City Clerk before the Qualification Deadline, are incorporated by reference each time the term “Qualification Period” is used in this Section.

* * *

Section 3. Section 42-7, Qualification of candidates and Clerk’s certification, of Chapter 42, Elections, is hereby amended to read as follows:

(a) In order for the name of any candidate to be printed on the ballot of any election, such candidate must do the following:

1. File with the city clerk, during the Qualification Period, which is no later than noon of the 35th day and no earlier than noon of the 42nd day prior to the date of the primary election or special primary election date in the year of such election, completed an application Qualification Documents, in order to have his or her name printed on the ballot. This requirement may be changed by resolution of the city commission for special elections. In the event that the last day of the period prescribed herein falls on a weekend or a city holiday, the period will be extended to noon of the next subsequent work day. The Qualification Documents must include all documents required to be filed under the election code, Chapters 97 to 106, of the Florida Statutes, and those required by the City, including, but not limited to, the following:

1. Form DS-DE9, Appointment of Campaign Treasurer and Designation of Campaign Depository. This form must be on file with the City Clerk before the candidate opens the campaign account;

2. Form DS-DE84, Statement of Candidate;

3. Petitions signed by not less than 25 registered voters of the city;

(2) Have such application endorsed by not less than 25 registered voters of the city; and

(3) Swear to and subscribe to the following oath of affirmation:

4. Form DS-DE25, Candidate Oath – Nonpartisan Office;

5. City of Winter Park candidate oath:
State of Florida  
County of Orange

Before me, an officer authorized to administer oaths, personally appeared ____________ to me well known, who, being sworn, says that he/she is a candidate for the office of ____________; that he/she is a qualified elector of the City of Winter Park, Orange County, Florida; that he/she is qualified under the constitution and the laws of Florida to hold the office to which he desires to be nominated or elected; that he has taken the oath required by F.S. §§ 876.05-876.10; that he/she has not violated any of the laws of the state relating to elections or the registration of electors; that he has qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with that of the office he seeks; that he has resigned from any office from which he is required to resign pursuant to F.S. § 99.012; and that he has submitted a sworn statement of contributions and expenditures, if any, incurred prior to the time of qualifying and since the last preceding general election.

____
(Signature of candidate)

____
(Address)

Sworn to and subscribed before me this ____________ day of ____________/__________/:__________, 19__________, at Orange County, Florida.

____
(Signature and title of officer administering oath)

6. File with the city clerk a financial disclosure statement as provided for in F.S. § 112.311 et seq., as amended from time to time; and

7. The election assessment required by F.S. § 99.093, as amended from time to time, drawn upon the candidate’s campaign account.

(b) It shall be the duty of the candidate to comply with the provisions of this section. The city clerk shall, nevertheless, notify each candidate in writing not more than five working days and not less than two working days after the requisite Qualification Documents have application has been filed, of any defect or deficiency in the Qualification Documents application. Corrections or additions may be made any time prior to the close of the Qualification Deadline term, but
not thereafter. The City Clerk has no duty to notify candidates of deficiencies in Qualification Documents that are filed less than two (2) working days before the Qualification Deadline. It is of paramount importance that each person seeking to qualify for placement on the ballot understands their responsibility to file proper Qualification Documents, regardless of whether or not the City Clerk points out deficiencies in a timely or accurate manner. In all cases, a defect or deficiency in the Qualification Documents may be grounds for disqualification in accordance with Florida law regardless of whether the City Clerk has timely pointed out such defect or deficiency.

(c) The City Clerk is authorized to enforce the Qualification Deadline, and all filing requirements set forth in this section, under state law, and pertinent Florida Division of Elections opinions. There will be no exceptions to the requirement that all matters be properly completed and filed during the Qualification Period and before the Qualification Deadline, in order for all interested citizens to have an equal and fair opportunity to qualify to have their names placed on the ballot.

Section 4. Incorporation Into Code. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 7. Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held at City Hall, Winter Park, Florida, on the ____ day of __________________, 2013.

__________________________________
Mayor Kenneth Bradley
Attest:

_________________________________
Cynthia Bonham, City Clerk
Ms. Cynthia S. Bonham  
City Clerk, City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789

RE: DE 13-04 Candidate Qualifying; Qualifying Fees;  
Election Assessment – check drawn upon campaign account – §§ 100.3605, 99.093 and 99.061, Florida Statutes

Dear Clerk Bonham:

This letter responds to a request for an advisory opinion submitted by the City Attorney on your behalf. You are the City Clerk for the City of Winter Park and serve as the filing officer for municipal candidates submitting qualification paperwork for the Winter Park municipal elections; therefore, the Division has the authority to issue you an opinion pursuant to section 106.23(2), Florida Statutes (2012).

Your attorney states that you recently instructed a candidate for City Commission that the election assessment must be paid with a check drawn upon the candidate’s campaign account. Your attorney essentially posed the following question:

Must municipal candidates pay the election assessment required in section 99.093, Florida Statutes (2012), with a check drawn upon that candidate’s campaign account in order for the City Clerk to qualify the candidate?

The short answer is “Yes” to the extent that an applicable special act, charter, or ordinance provision affecting the municipality does not provide otherwise.

ANALYSIS

Section 100.3605(1), Florida Statutes (2012), provides, “The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision.” Your attorney states that no applicable special act, charter, or ordinance provision exists for Winter Park. If this is correct, the candidate qualifying...
requirements in section 99.061 governs your municipal candidate qualifying.\footnote{This opinion is necessarily limited to the application of the Florida Election Code and does not analyze applicable special acts or provisions of local law that may apply or opine as to the application of any such laws to your situation. The Division has no authority to interpret those provisions. Therefore, this opinion applies only to the extent a special act or local law does not provide otherwise.} Unless the municipal candidate files an oath of undue burden regarding the payment of the election assessment, the Election Code requires each candidate to pay at the time of qualifying a municipal election assessment equal to 1% of the annual salary of the office sought.\footnote{§ 99.093, Fla. Stat. (2012).} The election assessment is part of the qualifying fee that each candidate must pay at the time of filing his or her qualifying papers.\footnote{§ 99.092, Fla. Stat. (2012).} In order to qualify as a candidate, the Election Code expressly mandates that the candidate must pay the qualifying fee with a “check drawn upon the candidate’s campaign account.”\footnote{§ 99.061(7)(a)(1), Fla. Stat. (2012).} Therefore, in the absence of a special act, charter, or ordinance provision providing otherwise, a municipal candidate, in order to qualify for the office sought, must pay the election assessment required by section 99.093 with a check drawn upon the candidate’s campaign account. If the candidate fails to pay with a check drawn upon the candidate’s campaign account, then the filing officer should not qualify the candidate.\footnote{See Weeks v. Detzer, No. 2012-CA-1858, at 5 (Fla. 2nd Jud. Cir. Aug. 7, 2012) (order granting summary judgment)(upholding the Secretary of State’s determination that a candidate did not qualify because he did not submit a properly executed check drawn upon the candidate’s campaign account). It is worth noting that a filing officer’s function is ministerial and as such, the officer lacks authority to determine the truth or accuracy of the contents of qualifying papers. See id.; § 99.061(7)(c), Fla. Stat.; see also e.g., State ex rel. Shevin v. Stone, 279 So. 2d 17 (Fla. 1973); Division of Elections Opinion 78-30 (Aug. 3, 1978); see also e.g., Division of Elections Opinion 09-05 (Jul. 15, 2009) (analyzing qualifying officer’s duty and collecting cases and opinions).}

**SUMMARY**

In the absence of an applicable special act, charter, or ordinance provision providing otherwise, a municipal candidate, in order to qualify, must pay the election assessment required by section 99.093, Florida Statutes (2012), with a check drawn upon the candidate’s campaign account.

Respectfully,

Maria L. Matthews, Esq.
Director, Division of Elections

cc: Usher L. Brown, Esq., City Attorney, City of Winter Park
### subject

Semiannual update to Fee Schedule

### motion | recommendation

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

### summary

City practice has been to review the Fee Schedule twice each year to ensure fees are adequate and appropriate. The first four pages of the attached contain a summary of the fees that were changed as well as estimates of the impact on net revenues. The remainder of the attached is the Fee Schedule as revised for the proposed changes.

### board comments

Adjustments to Parks fees were approved by the Parks and Recreation Board.
City of Winter Park
Fee Schedule
Changes Proposed to be Effective May 1, 2013

<table>
<thead>
<tr>
<th>Planning:</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appeal decision of Historic Preservation Board</td>
<td>new fee</td>
<td>100.00</td>
</tr>
</tbody>
</table>

This fee is estimated to have an impact of less than $500 on an annual basis

**Utility Service Fees:**

**Cut on/off fee:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>New service</td>
<td>28.00</td>
<td>28.70</td>
</tr>
<tr>
<td>New service - after 4:30 p.m.</td>
<td>38.00</td>
<td>86.00</td>
</tr>
<tr>
<td>Broken Lock</td>
<td>15.00</td>
<td>18.00</td>
</tr>
<tr>
<td>Emergency cut on/off - 3:30 p.m. to 4:30 p.m.</td>
<td>15.00</td>
<td>28.70</td>
</tr>
<tr>
<td>Emergency cut on/off - after 4:30 p.m.</td>
<td>38.00</td>
<td>86.00</td>
</tr>
<tr>
<td>Trip charge</td>
<td>15.00</td>
<td>28.70</td>
</tr>
<tr>
<td>Non-payment – up to 4:30 p.m.</td>
<td>40.00</td>
<td>43.00</td>
</tr>
<tr>
<td>Non-payment - after 4:30 p.m.</td>
<td>55.00</td>
<td>86.00</td>
</tr>
<tr>
<td>Broken/damaged curb stop valve replacement fee</td>
<td>new fee</td>
<td>86.00</td>
</tr>
<tr>
<td>Metering tampering fee</td>
<td>new fee</td>
<td>75.00</td>
</tr>
</tbody>
</table>

**Meter and service installation:**

<table>
<thead>
<tr>
<th>Inside City:</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 inch * 3/4 inch meter</td>
<td>689.00</td>
<td>718.75</td>
</tr>
<tr>
<td>1 inch</td>
<td>741.00</td>
<td>776.78</td>
</tr>
<tr>
<td>1 1/2 inch</td>
<td>1,420.00</td>
<td>1,628.30</td>
</tr>
<tr>
<td>2 inch</td>
<td>1,540.00</td>
<td>1,761.09</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outside City:</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 inch * 3/4 inch meter</td>
<td>861.00</td>
<td>898.44</td>
</tr>
<tr>
<td>1 inch</td>
<td>926.00</td>
<td>970.97</td>
</tr>
<tr>
<td>1 1/2 inch</td>
<td>1,775.00</td>
<td>2,035.37</td>
</tr>
<tr>
<td>2 inch</td>
<td>1,925.00</td>
<td>2,201.36</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Field testing meter:</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 inch * 3/4 inch meter</td>
<td>26.50</td>
<td>28.70</td>
</tr>
</tbody>
</table>

**Bench testing meters (outside service - contracted):**

| 5/8 inch * 3/4 inch meter                       | 41.00       | 60.50        |
| 1 inch                                          | 53.00       | 60.50        |
| 1 1/2 inch                                      | 67.00       | 201.50       |
| 2 inch                                          | 82.00       | 211.70       |

**Bench testing meters (performed by staff):**

| 5/8 inch * 3/4 inch meter                       | 39.75       | 57.40        |
| 1 inch                                          | 39.75       | 57.40        |
| 1 1/2 inch                                      | 53.00       | 71.75        |
| 2 inch                                          | 53.00       | 71.75        |

**Fire Installation Fees (inside city):**

| 1 inch fire line                               | 478.00      | 483.00       |
| 2 inch fire line                               | 876.00      | 1,195.00     |

**Fire Installation Fees (outside city):**

| 1 inch fire line                               | 598.00      | 604.00       |
| 2 inch fire line                               | 1,098.00    | 1,493.00     |

**Meter Relocation Fee (inside city):**

| 5/8 inch * 3/4 inch                            | 493.00      | 483.00       |
| 1 inch                                          | 495.00      | 483.00       |
## City of Winter Park

### Fee Schedule

**Changes Proposed to be Effective May 1, 2013**

<table>
<thead>
<tr>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 1/2 - 2 inch</td>
<td>967.00 1,195.00</td>
</tr>
</tbody>
</table>

**Meter Relocation Fee (outside city):**

<table>
<thead>
<tr>
<th>Diameters</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 inch * 3/4 inch</td>
<td>616.00</td>
<td>604.00</td>
</tr>
<tr>
<td>1 inch</td>
<td>619.00</td>
<td>604.00</td>
</tr>
<tr>
<td>1 1/2 - 2 inch</td>
<td>1,209.00</td>
<td>1,493.00</td>
</tr>
</tbody>
</table>

**Hourly charges for employees and equipment in Utilities Services (regular rates, per hour):**

<table>
<thead>
<tr>
<th>Position</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Assistant Director</td>
<td>49.55</td>
<td>59.42</td>
</tr>
<tr>
<td>Assistant Division Chief</td>
<td>44.95</td>
<td>46.62</td>
</tr>
<tr>
<td>Field Supervisor</td>
<td>36.26</td>
<td>37.57</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>26.37</td>
<td>28.01</td>
</tr>
<tr>
<td>Foreman/Crew Leader</td>
<td>29.25</td>
<td>31.08</td>
</tr>
<tr>
<td>Utility Service Worker</td>
<td>21.94</td>
<td>25.13</td>
</tr>
<tr>
<td>Locator</td>
<td>23.70</td>
<td>26.62</td>
</tr>
</tbody>
</table>

**Hourly charges for employees and equipment in Utilities Services (overtime rates, per hour):**

<table>
<thead>
<tr>
<th>Position</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Assistant Director</td>
<td>74.33</td>
<td>89.13</td>
</tr>
<tr>
<td>Assistant Division Chief</td>
<td>67.41</td>
<td>69.93</td>
</tr>
<tr>
<td>Field Supervisor</td>
<td>54.39</td>
<td>56.36</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>39.56</td>
<td>42.02</td>
</tr>
<tr>
<td>Foreman/Crew Leader</td>
<td>43.88</td>
<td>46.62</td>
</tr>
<tr>
<td>Utility Service Worker</td>
<td>32.91</td>
<td>37.70</td>
</tr>
<tr>
<td>Locator</td>
<td>35.26</td>
<td>39.93</td>
</tr>
</tbody>
</table>

**Hourly charges for employees and equipment in Utilities Services (holiday rates, per hour):**

<table>
<thead>
<tr>
<th>Position</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Assistant Director</td>
<td>99.10</td>
<td>118.84</td>
</tr>
<tr>
<td>Assistant Division Chief</td>
<td>89.90</td>
<td>93.24</td>
</tr>
<tr>
<td>Field Supervisor</td>
<td>72.52</td>
<td>75.14</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>52.74</td>
<td>58.02</td>
</tr>
<tr>
<td>Foreman/Crew Leader</td>
<td>58.50</td>
<td>62.16</td>
</tr>
<tr>
<td>Utility Service Worker</td>
<td>43.88</td>
<td>50.26</td>
</tr>
<tr>
<td>Locator</td>
<td>47.40</td>
<td>53.24</td>
</tr>
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</table>

**Line Stop Fees (with contractor or owner support, inside city):**

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;, single</td>
<td>1,232.00</td>
<td>1,388.00</td>
</tr>
<tr>
<td>4&quot;, double</td>
<td>2,101.00</td>
<td>2,353.00</td>
</tr>
<tr>
<td>6&quot;, single</td>
<td>1,484.00</td>
<td>1,662.00</td>
</tr>
<tr>
<td>6&quot;, double</td>
<td>2,633.00</td>
<td>3,160.00</td>
</tr>
<tr>
<td>8&quot;, single</td>
<td>2,013.00</td>
<td>2,255.00</td>
</tr>
<tr>
<td>8&quot;, double</td>
<td>3,502.00</td>
<td>3,922.00</td>
</tr>
<tr>
<td>10&quot;, single</td>
<td>2,423.00</td>
<td>2,714.00</td>
</tr>
<tr>
<td>10&quot;, double</td>
<td>4,078.00</td>
<td>4,567.00</td>
</tr>
<tr>
<td>12&quot;, single</td>
<td>2,851.00</td>
<td>3,193.00</td>
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<tr>
<td>12&quot;, double</td>
<td>4,945.00</td>
<td>5,538.00</td>
</tr>
</tbody>
</table>

**Line Stop Fees (with no support from contractor or owner, inside city):**

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;, single</td>
<td>1,873.00</td>
<td>2,098.00</td>
</tr>
<tr>
<td>4&quot;, double</td>
<td>3,271.00</td>
<td>3,664.00</td>
</tr>
<tr>
<td>6&quot;, single</td>
<td>2,068.00</td>
<td>2,316.00</td>
</tr>
<tr>
<td>6&quot;, double</td>
<td>3,617.00</td>
<td>4,051.00</td>
</tr>
<tr>
<td>8&quot;, single</td>
<td>2,412.00</td>
<td>2,701.00</td>
</tr>
<tr>
<td>8&quot;, double</td>
<td>4,125.00</td>
<td>4,620.00</td>
</tr>
<tr>
<td>10&quot;, single</td>
<td>2,986.00</td>
<td>3,344.00</td>
</tr>
<tr>
<td>10&quot;, double</td>
<td>4,756.00</td>
<td>5,327.00</td>
</tr>
<tr>
<td>12&quot;, single</td>
<td>3,510.00</td>
<td>3,931.00</td>
</tr>
<tr>
<td>12&quot;, double</td>
<td>5,928.00</td>
<td>6,639.00</td>
</tr>
</tbody>
</table>

**Line Stop Fees (with contractor or owner support, outside city):**

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;, single</td>
<td>1,540.00</td>
<td>1,725.00</td>
</tr>
<tr>
<td>4&quot;, double</td>
<td>2,626.00</td>
<td>2,941.00</td>
</tr>
<tr>
<td>6&quot;, single</td>
<td>1,855.00</td>
<td>3,678.00</td>
</tr>
</tbody>
</table>
City of Winter Park
Fee Schedule
Changes Proposed to be Effective May 1, 2013

<table>
<thead>
<tr>
<th>Size</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;, double</td>
<td>3,291.00</td>
<td>3,686.00</td>
</tr>
<tr>
<td>8&quot;, single</td>
<td>2,516.00</td>
<td>2,818.00</td>
</tr>
<tr>
<td>8&quot;, double</td>
<td>4,378.00</td>
<td>4,903.00</td>
</tr>
<tr>
<td>10&quot;, single</td>
<td>3,029.00</td>
<td>3,392.00</td>
</tr>
<tr>
<td>10&quot;, double</td>
<td>5,098.00</td>
<td>5,710.00</td>
</tr>
<tr>
<td>12&quot;, single</td>
<td>3,564.00</td>
<td>3,992.00</td>
</tr>
<tr>
<td>12&quot;, double</td>
<td>6,181.00</td>
<td>6,923.00</td>
</tr>
</tbody>
</table>

Line Stop Fees (with no support from contractor or owner, outside city):

<table>
<thead>
<tr>
<th>Size</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;, single</td>
<td>2,341.00</td>
<td>2,622.00</td>
</tr>
<tr>
<td>4&quot;, double</td>
<td>4,089.00</td>
<td>4,580.00</td>
</tr>
<tr>
<td>6&quot;, single</td>
<td>2,585.00</td>
<td>2,895.00</td>
</tr>
<tr>
<td>6&quot;, double</td>
<td>4,522.00</td>
<td>5,065.00</td>
</tr>
<tr>
<td>8&quot;, single</td>
<td>3,015.00</td>
<td>3,377.00</td>
</tr>
<tr>
<td>8&quot;, double</td>
<td>5,156.00</td>
<td>5,775.00</td>
</tr>
<tr>
<td>10&quot;, single</td>
<td>3,733.00</td>
<td>4,181.00</td>
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<tr>
<td>10&quot;, double</td>
<td>5,845.00</td>
<td>6,546.00</td>
</tr>
<tr>
<td>12&quot;, single</td>
<td>4,388.00</td>
<td>4,915.00</td>
</tr>
<tr>
<td>12&quot;, double</td>
<td>7,410.00</td>
<td>8,299.00</td>
</tr>
</tbody>
</table>

Water and Wastewater:

Industrial waste fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-inspection fee for grease traps</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>Hauler registration fee</td>
<td>new fee</td>
<td>40</td>
</tr>
</tbody>
</table>

The above changes to Industrial Waste fees are estimated to have an impact of less than $5,000 on an annual basis

Parks:

Men's basketball league team fee

<table>
<thead>
<tr>
<th>Fee</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>300.00</td>
<td>300.00</td>
</tr>
</tbody>
</table>

After school program:

Teen summer camp program (completed grades 5 - 8, per week):

<table>
<thead>
<tr>
<th>Status</th>
<th>Resident</th>
<th>Residents qualifying for free/reduced lunch programs:</th>
<th>Non-resident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Each additional child</td>
<td>20.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>55.00</td>
</tr>
</tbody>
</table>

Summer camp program (completed grades K-4, per week):

<table>
<thead>
<tr>
<th>Status</th>
<th>Resident</th>
<th>Non-resident</th>
<th>Residents qualifying for reduced lunch, 1st child</th>
<th>Residents qualifying for reduced lunch, each additional child</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>60.00</td>
<td>80.00</td>
<td>10.00</td>
<td>5.00</td>
</tr>
</tbody>
</table>

School's Out Program:

<table>
<thead>
<tr>
<th>Status</th>
<th>Resident, per day</th>
<th>Non-resident, per day</th>
<th>Non-resident, per day</th>
<th>After school participant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8.00</td>
<td>12.00</td>
<td>12.00</td>
<td>8.00</td>
</tr>
</tbody>
</table>

Holiday Camps:

Fall Camp – 3 days:

<table>
<thead>
<tr>
<th>Status</th>
<th>Resident</th>
<th>Non-resident</th>
<th>After School Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20.00</td>
<td>30.00</td>
<td>20.00</td>
</tr>
</tbody>
</table>

Spring break camp:

<table>
<thead>
<tr>
<th>Status</th>
<th>Resident, per day</th>
<th>Non-resident, per day</th>
<th>Non-resident, per day</th>
<th>After School Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30.00</td>
<td>30.00</td>
<td>30.00</td>
<td>20.00</td>
</tr>
</tbody>
</table>

The above changes to Utility Service Fees are estimated to have an impact of less than $10,000 on an annual basis

The above changes to Industrial Waste fees are estimated to have an impact of less than $5,000 on an annual basis
## City of Winter Park Fee Schedule
### Changes Proposed to be Effective May 1, 2013

<table>
<thead>
<tr>
<th>Fee Schedule Item</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
</table>

**Non-resident, per day**

| | 40.00 | 85.00 |

**Winter Holiday Camp – two 2 day sessions:**

| | 25.00 | 20.00 |
| **Resident, each 2 day session** | |  |
| **Non-resident, each 2 day session** | |  |
| **After School Participant, each 2 day session** | 25.00 | 10.00 |

**Family Pool Pass – (residents, up to 5 family members per pass)**

| | 55.00 | 150.00 |
| **Family Pool Pass – (non-residents, up to 5 family members per pass)** | 80.00 | 225.00 |
| **Family Pool Pass – (CRA residents, up to 5 family members per pass)** | 55.00 | 105.00 |
| **Lap Swim Pass – (CRA resident)** | 35.00 | 30.00 |

**Fitness/Weight Room:**

**Annual Pass:**

| | 80.00 | 85.00 |
| **Resident** | |  |
| **Non-resident** | 150.00 | 160.00 |
| **CRA area resident** | 55.00 | 60.00 |
| **City employee** | 55.00 | 60.00 |

**Monthly Pass:**

| | 12.00 | 15.00 |
| **Resident** | |  |
| **Non-resident** | 24.00 | 25.00 |
| **CRA area resident** | 7.00 | 10.00 |
| **City employee** | 7.00 | 10.00 |

**Cemetery Fees:**

| | new fee | 550.00 |
| **Cremation space** | |  |

**Community Center:**

| | new fee | 150.00 |
| **One time user - early set up fee** | |  |

**Farmers’ Market:**

| | 1,000.00 | 1,200.00 |
| **Weekday all day rental rate** | |  |
| **Rental of entire building 6:00 - midnight, Fri. and Sat. (set time 4:00 pm - 6:00 pm)** | 1,100.00 | 1,300.00 |

**Central Park Rose Garden Wedding**

| | 250.00 | 200.00 |

**Kraft Azalea Garden - Exedra area wedding**

| | 150.00 | 200.00 |

**Special event application fee**

| | new fee | 50.00 |

**Tent 10’ x 10’**

| | 60.00 | 50.00 |

**Tent 10’ x 10’ Fire Rated 701**

| | new fee | 80.00 |

The above changes to Parks fees are estimated to have an impact of $5,000 to $10,000 on an annual basis.
CITY OF WINTER PARK

FEE SCHEDULE

Effective May 1, 2013
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- Refuse Service Fees ........................................................................ 14
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## Pricing Basis Legend

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Pricing is based on costs</td>
</tr>
<tr>
<td>M</td>
<td>Pricing is based on market comparisons</td>
</tr>
<tr>
<td>S</td>
<td>Pricing is stipulated by Florida Statutes</td>
</tr>
</tbody>
</table>
GENERAL GOVERNMENT FEES

ADMINISTRATIVE FEES:

Lien recording fees:
   Fee for first page .......................................................... 10.00 (C)
   Each page thereafter ...................................................... 8.50 (C)
   Certification charge ..................................................... 2.00 (C)

City map and aerial photographs .................................... 10.00 (C)
   Plus postage and handling ............................................ 1.50 (C)

City Code and Supplements to City Code
   Can be purchased from: Municipal Code Corporation
                           P. O. Box 2235
                           Tallahassee, FL 32316
   Or accessed on-line at www.municode.com

   Copy of CD (City provides the CD) ............................... 3.00 (C)
   Copy charge per page ................................................... 0.15 (C)
   Double sided ............................................................... 0.20 (C)

FINANCE FEES:

   Printed copy of annual budget document .......................... 20.00 (C)
   Printed copy of CAFR ..................................................... 15.00 (C)
   Returned check charge: *
       Check amount $0.01 to $50.00 ................................... 25.00 (C)
       Check amount $51.00 to $300.00 ................................. 30.00 (C)
       Check amount greater than $300.00 ......................... 40.00 (C)
       ................................................................. Or 5% of check amount, whichever is greater

* If payment is not received within 30 days, the city may file a civil action against the check writer for three times the amount of the check, but in no case less than $50.00, in addition to the payment of the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking the action.
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PLANNING FEES:

**LAND DEVELOPMENT FEES:**

Application Fee Schedule:

- Annexations .................................................................................................................. 500.00 (M)
- Annexations requiring citywide notice ................................................................. 500.00, plus actual cost of notice (M)
- Appeals ......................................................................................................................... 500.00 (M)
- Appeals of decisions made by Historic Preservation Board .................................. 100.00 (M)

Comprehensive Plan amendments and rezoning:

- Less than one acre (1,500 ft. notice) ................................................................. 1,000.00 (M)
- More than one acre (city-wide notice) .............................................................. 6,000.00 (M)

Conditional use (including extensions/re-establishments):

- (applications with 500 ft notice) ................................................................. 500.00 (M)
- (applications with 1,500 ft notice) ................................................................. 1,000.00 (M)
- (applications requiring quarter page ad) ....................................................... 1,000 (M)
- (applications with city-wide notice) ....................................................... 6,000.00 (C)

Development Review Committee Application Fees:

- Concept or preliminary plan ........................................................................... 300.00 (M)
- Final plan submittal ....................................................................................... 500.00 (M)
- Revision to plan previously reviewed ......................................................... 200.00 (M)

Interpretations by Code Enforcement ................................................................. 200.00 (M)

Lakefront site plan reviews:

- Residential construction .................................................................................. 150.00 (M)
- Commercial or multi-family construction ..................................................... 250.00 (M)

Plan storage fees:

- Plan storage fee for approved building plans not retrieved by applicant:
  - Up to six months following approval date ........................................ No charge
  - After six months ....................................................................................... $5 per day
  - After nine months Return all but one plan to applicant or continue charge (at option of the City)

Street abandonments ......................................................................................... 250.00 (M)

Subdivision:

- Three lots or less ......................................................................................... 500.00 (M)
- Over three lots ............................................................................................ 800.00 (M)

Lot consolidations:

- Three lots or less ......................................................................................... 500.00 (M)
- Over three lots ............................................................................................ 800.00 (M)

Subdivisions with road improvements ............................................................... 1,000.00 (M)

Variances:

- Single family residential ............................................................................... 200.00 (M)
- Multi-family and commercial ................................................................... 400.00 (M)
LAND DEVELOPMENT FEES (continued):

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

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

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

| Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits |
## CITY OF WINTER PARK - FEE SCHEDULE
### Effective: May 1, 2013

### BUILDING AND CODE ENFORCEMENT FEES

#### Application and Permit Fees:

- **Adult entertainment application fee (non-refundable)**: $200.00 (C)
- **Adult entertainment application fee - annual fee**: $750.00 (C)
- **Facilities permit application**: $10.00 (C)

#### Filming fees:

- **Motion pictures**:
  - Application Processing Fee: $100.00 (C)
  - Private property (registration of exemption): $25.00 (C)

- **Permit Fees**:
  - Public streets, parks, buildings or city facilities (per day): $500.00 (C)
  - Less than 10 persons or 2 vehicles involved (per day): $50.00 (C)
  - plus reimbursement of additional costs to the City, if any

#### Still photography:

- **Application Processing Fee**: $50.00 (C)
- **On private property**: $0.00 (C)

- **Permit Fees**:
  - Public street or public property (per day): $250.00 (C)
  - Less than 10 persons or 2 vehicles involved (per day) (city facilities): $25.00 (C)
  - plus reimbursement of additional costs to the City, if any

#### Use of City Personnel:

- cost plus 30% (C)

#### Closing out sale permit: $50.00 (C)

#### Closing out extension fee: $30.00 (C)

#### Garage sale permit: $10.00 (C)

#### Garage sale permit (residents over age 59): $5.00 (C)

#### Newsrack permit: $100.00 (C)

#### Newsrack permit processing fee: $50.00 (C)

#### Alcoholic beverage license: $50.00 (C)

#### Sidewalk sale permit: $200.00 (C)

#### Sidewalk sale permit during the Art Festival: $150.00 (C)

#### Parking lot during the Art Festival: $80.00 (C)

#### Sidewalk café application processing fee (non-refundable): $50.00 (C)

#### Sidewalk café permit fee:

<table>
<thead>
<tr>
<th>Seats</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 4</td>
<td>$80.00</td>
</tr>
<tr>
<td>5 – 8</td>
<td>$100.00</td>
</tr>
<tr>
<td>9 – 12</td>
<td>$120.00</td>
</tr>
<tr>
<td>13 – 16</td>
<td>$140.00</td>
</tr>
<tr>
<td>17+</td>
<td>$160.00</td>
</tr>
</tbody>
</table>

#### Solicitation permits application:

- **Processing fee**: $100.00 (C)
- **Permit fee**: $300.00 (C)

#### Non-profit solicitation permits application:

- **Processing fee**: $10.00 (C)
- **Permit fee**: $30.00 (C)

#### Special event permit processing fee: $50.00 (C)

#### Special event permit: $100.00 (C)

#### Non-profit special event permit processing fee:

  (Internal Revenue Code 501C(3) organizations) $10.00 (C)
**CITY OF WINTER PARK - FEE SCHEDULE**  
**Effective: May 1, 2013**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Profit special event permit</td>
<td>30.00 (C)</td>
</tr>
<tr>
<td>Special events requiring street closure permit processing fee</td>
<td>100.00 (C)</td>
</tr>
<tr>
<td>Special event permit for events requiring street closure:</td>
<td></td>
</tr>
<tr>
<td>Small events (less than 400 persons)</td>
<td>100.00 (C)</td>
</tr>
<tr>
<td>Large events requiring multiple department approval</td>
<td>200.00 (C)</td>
</tr>
<tr>
<td>Duplicate permit placard</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>Duplicate occupational license</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>Lien and foreclosure research</td>
<td>25.00 (C)</td>
</tr>
<tr>
<td>Business certificate processing</td>
<td>15.00 (C)</td>
</tr>
</tbody>
</table>
Building/Land Development Code (LDC) Fee (Based on valuation of construction*):

Minimum to $1,000 in valuation ................................................................. $30.00 (C)
Over $1,000 in valuation ................................................................. 0.9%# of valuation plus $30.00 ** (C)

Plans review fee for valuations over $4,000, except
permits not requiring plan review........................................... ½ of building/LDC permit fee## (C)

Plan review fee for revisions.......................................................... 25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required, reduction
allowed for minor revisions on each page)

Inspector training ............................................................................. 0.04% of valuation (C)
Affordable Housing fee ................................................................. $0.50 per sq. ft. (C)
of new or remodeled floor area, excludes areas of garages, carports, cabanas,
storage sheds, churches, tax exempt non-profit organizations, nursing homes and
assisted living facilities.

Roofing permits ........................................................................... 0.5% of valuation plus $30.00** (C)
Inspection fee for other City Departments ........................................ 40.00/inspection (C)
State Fee (new or remodeled floor area).............................. 3% of permit amount or $4 minimum (S)
Transfer of permit to new contractor or applicant ......................... 50.00 (C)
Reinstatement of expired permit (if approved) ............................. 100.00 (C)
Extension of building permits ...................................................... 25.00 (C)

Pool fence violation inspection ....................................................... 100.00 (C)
Stop work order inspection fee ...................................................... 50.00 (C)

Site development permit (when allowed):
Minimum fee .................................................................................. 100.00 (C)
(or .2% of valuation, if higher)**
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)***........ 1.00 (C)

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

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

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

# .6% for building code enforcement and .3% for Land Development Code enforcement,
totaling .9%.

### .3% for building code enforcement and .15 for Land Development Code enforcement,
totaling .45%.

After the fact requests - double the variance application fee and triple the building,
electrical, plumbing and gas permit fees. For construction begun or completed without
permit - fee shall be tripled
The cost of inspection fees for other City Departments is determined during plan review and paid with building permit.

<table>
<thead>
<tr>
<th>Excavation/Landfill Permit Fees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Placement or removal of 40 cubic yards or less</td>
<td>50.00 (C)</td>
</tr>
<tr>
<td>Placement or removal of over 40 cubic yards</td>
<td>100.00 (C)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Experior Examination Application Fee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Master/contractors</td>
<td>200.00 (C)</td>
</tr>
<tr>
<td>Journeyman</td>
<td>150.00 (C)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Competency Card Fees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>($80 for two years, when available) 50.00 (C)</td>
</tr>
<tr>
<td>Master/contractors</td>
<td>($200 for two years, when available) 100.00 (C)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Demolition Permits (expires within 30 days):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 or 2 family dwellings</td>
<td>150.00 (C)</td>
</tr>
<tr>
<td>Accessory buildings</td>
<td>50.00 (C)</td>
</tr>
<tr>
<td>Other buildings</td>
<td>6% of valuation or $100.00, whichever is greater (C)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical Permit Fees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing each permit</td>
<td>40.00 (C)</td>
</tr>
<tr>
<td>Central air conditioning unit</td>
<td>10.00 (C)</td>
</tr>
<tr>
<td>Cooktop</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Dental unit</td>
<td>2.00 (C)</td>
</tr>
<tr>
<td>Dishwasher</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Disposal</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Dryer</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Electric elevator</td>
<td>7.50 (C)</td>
</tr>
<tr>
<td>Electric range</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Electric welder:</td>
<td></td>
</tr>
<tr>
<td>Transformer type to 50 amps</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Transformer type over 50 amps</td>
<td>7.50 (C)</td>
</tr>
<tr>
<td>Fan - Commercial, ceiling, exhaust or bath</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>Fan - Residential, ceiling, exhaust or bath</td>
<td>1.00 (C)</td>
</tr>
<tr>
<td>Fixture - each</td>
<td>0.25 (C)</td>
</tr>
<tr>
<td>Furnace, oil</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>Heating appliance - each</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Motor or generator - each</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>Outlet - each</td>
<td>0.25 (C)</td>
</tr>
<tr>
<td>Oven</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Pool wiring</td>
<td>10.00 (C)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pre-power inspection requests - Inspection fee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>40.00 (C)</td>
</tr>
<tr>
<td>Commercial</td>
<td>50.00 (C)</td>
</tr>
<tr>
<td>Service up to 200 amps</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>Each additional 100 amps to 1200 amps</td>
<td>1.00 (C)</td>
</tr>
<tr>
<td>Sign outlet, per circuit</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Subfeed panel</td>
<td>2.00 (C)</td>
</tr>
<tr>
<td>Temporary service</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>Time switch</td>
<td>2.00 (C)</td>
</tr>
<tr>
<td>Water heater</td>
<td>3.00 (C)</td>
</tr>
<tr>
<td>Window air conditioning unit</td>
<td>5.00 (C)</td>
</tr>
<tr>
<td>X-Ray</td>
<td>5.00 (C)</td>
</tr>
</tbody>
</table>
### Gas Permit Fees:
- Issuing each permit: $40.00 (C)
- Each gas fixture: $5.00 (C)

### Building Moving Permits:
- Into or within the City (for buildings over 1,000 square feet): $400.00 (C)
- Into or within the City (for buildings 1,000 or less square feet): $200.00 (C)
- Outside the City: $100.00 (C)

### Issuance of Temporary Certificate of Occupancy:
- Single family residence: $85.00 (C)
- All others: $175.00 (C)

### Mechanical Permit Fees:
- Minimum up to $1,000 valuation: $40.00 (C)
- Each additional $1,000 to $25,000 (round to next higher thousand): $5.00 (C)
- Each additional $1,000 above $25,000: $2.50 (C)

### Plumbing Permit Fees:
- Issuing each permit: $40.00 (C)
- For installation, alteration or repair or water treatment equipment: $5.00 (C)
- For repair or alteration to drainage or vent piping: $5.00 (C)
- Plumbing fixture floor drain or trap - each: $5.00 (C)
- Repiping - per structure: $30.00 (C)
- Water heater or vent - each: $5.00 (C)

### Reinspection fee:
- For all trades: $30.00 (C)
- Repeat reinspection on same item: $100.00 (C)
- Continued repeat inspection (3rd visit or more): $300.00 (C)
  - After the third inspection there will be a hearing before the Construction Board of Adjustment and Appeals with possible loss of occupational license and a letter to the CILB
- Missed inspection: $100.00 (C)

### Vacuum Breakers or Backflow Prevention Devices:
- One to five: $5.00 (C)
- Over five, each: $0.50 (C)
- Gasoline and fuel oil tanks (residential): $10.00 (C)
- Septic tank or drain field - each: $10.00 (C)
- Sewer:
  - Commercial - each: $60.00 (C)
  - Residential - each: $50.00 (C)
- Replacement of house sewer:
  - 20' or more in length: $50.00 (C)
  - Less than 20' in length: $20.00 (C)
- Sprinkler system: $15.00 (C)
Vehicle for Hire Fees: (Driver permit fees valid from October 1 to September 30)
- Taxi Driver permit (per driver, per year) .............................................................. 60.00 (C)
- Non-Motorized Vehicles:
  - Application Fee (one time fee per business) ............................................. 40.00 (C)
  - Driver Permit:
    - Initial fee, per driver ............................................................................ 15.00 (C)
    - Renewal fee, per driver, per year ......................................................... 5.00 (C)

Well Permit Fees:
- Issuing each permit ............................................................................................ 40.00 (C)
  - plus $4.00 per inch or diameter up to 6”, and $2.00 per inch for each inch over 6” in diameter (C)

Landscaping Fees:
- First landscaping inspection (included in permit fee) ........................................ 0.00
- Re-inspection fee ............................................................................................... 30.00 (C)

Tree Removal Permits:
- Single family residential ..................................................................................... 35.00 (C)
- Non-residential or multi-family property ............................................................. 100.00 (C)
- Reinspection of tree (second and third visits) ..................................................... 25.00 (C)
- Reinspection of tree (each required visit after the third) .................................. 75.00 (C)
- Request for appeals to Tree Preservation Board .............................................. 35.00 (C)
- Compensation for removing a protected tree .............................................. 110.00 per caliper inch dbh (C)

OTHER CHARGES:
- Appeals of Building Code heard by Board of Adjustment & Appeals .............. 100.00 (C)
- Address change and/or additional requests (commercial and residential):
  - Processing Fee for 1 address (all requests – approved or denied) ................. 15.00 (C)
  - Processing Fee per address for additional addresses
    - (all requests – approved or denied) ............................................................. 5.00 (C)
- Letter of Reciprocity for contractors ................................................................. 15.00 (C)
- Off-site advertising sign permit ........................................................................ 50.00 (C)
- Annual outdoor advertising sign permit (per sign) ........................................... 50.00 (C)
- Street name petitions (per application) .............................................................. 300.00 (C)
- Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:
  - 20” high by 9” wide panel .......................................................... 804.00 (C)
  - 20” high by 18” wide panel ...................................................... 1,608.00 (C)
  - 40” high by 18” wide panel ...................................................... 3,216.00 (C)
  - 60” high by 18” wide panel ...................................................... 4,824.00 (C)
- Administrative charge for having overgrown properties mowed,
cleaned or cleared of debris, hazardous trees or other unsightly articles .......... 150.00 (C)
- Administrative charge for repeated mowing or clearing of properties .......... 300.00 (C)
- Research charge for release of lien and similar code enforcement
  research requests (hourly charge) ...................................................................... 25.00 (C)

*Requires a twelve-month contract with one half of the annual amount due upon reservation of the advertising space. The remaining balance will be billed in equal monthly installments.
PUBLICATIONS:
Code books:
   National Electrical Code ................................................................. 80.00 (C)
   2007 Florida Building Code (Seven volume set) .............................. 330.00 (C)
   Florida Building Code (Building volume only) ................................. 100.00 (C)
   Florida Residential Code ............................................................... 90.00 (C)
   Florida Building Code (Mechanical/Energy volume only) ................. 80.00 (C)
   Florida Building Code (Plumbing/Accessibility volume only) .......... 80.00 (C)
   Florida Building Code (Fuel/Gas volume only) ................................. 80.00 (C)
   Florida Existing Building Code .................................................... 55.00 (C)
Community Redevelopment Agency Plan .............................................. 15.50 (C)
Community Redevelopment Agency Plan Amendment for Expansion Area ...... 13.65 (C)
Comprehensive Plan Goals, Objectives and Policies .............................. 60.00 (C)
Comprehensive Plan Data, Inventory and Analysis .................................... 85.00 (C)
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory and Analysis .................................................. 10.00 (C)
Land Development Code ........................................................................ 30.00 (C)
Land Development Code (zoning article only) ......................................... 15.00 (C)
Historic Resources Survey (color copy) .................................................. 58.00 (C)
Historic Resources Survey (black & white copy) ...................................... 12.80 (C)
Subdivision regulations ........................................................................... 10.00 (C)
Park Avenue “Architectural Design Guidelines” ...................................... 10.00 (C)
Morse Boulevard “Facade Design Guidelines” ......................................... 10.00 (C)
Maps:
   Zoning and future land use map (digital form) ...................................... 60.00 (C)
   Zoning map ....................................................................................... 10.00 (C)
   Future land use map ........................................................................... 10.00 (C)

Retrieval and research of plans and documents in storage
   (Research and copying costs not included) ........................................... 15.00 (C)
   Additional research ........................................................................... 20.00 (C)

Listings:
   Business Listings:*  
      Printed (per page) ........................................................................... 0.50 (C)
      Label ready format, sheet of 20 (per page)** ................................... 2.00 (C)
      On diskette (per disk)*** ................................................................. 6.00 (C)

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

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

**Effective:** May 1, 2013

### PUBLIC WORKS FEES

#### Street Division:

**Regular rates (per hour):**
- Division chief: $44.70 (C)
- Assistant division chief: $36.40 (C)
- Field supervisor: $33.00 (C)
- Foreman/crew leader: $31.00 (C)
- Traffic Control employee: $25.00 (C)
- Equipment Operator II and III: $29.00 (C)
- Street sweeper/Operator I: $24.00 (C)
- Maintenance Worker: $23.00 (C)
- Crew (1 Supervisor and 2 Workers): $79.00 (C)

**Overtime rates (per hour):**
- Division chief: $67.05 (C)
- Assistant division chief: $54.60 (C)
- Field supervisor: $49.50 (C)
- Foreman/crew leader: $46.50 (C)
- Traffic Control employee: $37.50 (C)
- Equipment Operator II and III: $43.50 (C)
- Street sweeper/Operator I: $36.00 (C)
- Maintenance Worker: $34.50 (C)
- Crew (1 Supervisor and 2 Workers): $118.50 (C)

**Holiday rates (per hour):**
- Division chief: $89.40 (C)
- Assistant division chief: $72.80 (C)
- Field supervisor: $66.00 (C)
- Foreman/crew leader: $62.00 (C)
- Traffic Control employee: $50.00 (C)
- Equipment Operator II and III: $58.00 (C)
- Street sweeper/Operator I: $48.00 (C)
- Maintenance Worker: $42.40 (C)
- Crew (1 Supervisor and 2 Workers): $158.00 (C)

**Equipment: (per hour)**
- Excavator: $60.00 (C)
- Front end loader: $60.00 (C)
- Vaccon: $60.00 (C)
- Rubber tire backhoe: $30.00 (C)
- Street sweeper: $30.00 (C)
- Semitractor w/trailer: $50.00 (C)
- Tandem Dump truck: $30.00 (C)
- Flatbed truck: $20.00 (C)
- Pickup truck: $10.00 (C)
- Bobcat/skid steer: $22.00 (C)
- Miscellaneous drills, saws, 3-4 inch water pumps: $10.00 (C)
- 6” well point/by pass pump: $20.00 (C)
- Barricade daily rental (each): $1.50 (C)
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Facilities Maintenance:
Regular rate (per hour):
  Custodial ................................................................. 24.10 (C)
  Supervisor ................................................................. 43.50 (C)
  Tradesman ................................................................. 30.75 (C)
Overtime rate (per hour):
  Custodial ................................................................. 34.18 (C)
  Supervisor ................................................................. 62.34 (C)
  Tradesman ................................................................. 44.11 (C)
Holiday rate (per hour):
  Custodial ................................................................. 44.25 (C)
  Supervisor ................................................................. 81.17 (C)
  Tradesman ................................................................. 57.46 (C)
Vehicle charge (per hour) ................................................................. 14.00 (C)
Decorative Street Light Installation (per pole) .............................................. 250.00 (C)
Decorative Street Light Maintenance (per pole/per month) ......................... 2.43 (C)

Engineering:
Driveway fee:
  Basic fee ................................................................. 50.00 (C)
  Additional fee for reinspection ........................................ 30.00 (C)
Final plat review - per lot ............................................................... 100.00 (C)
Pressure test reinspection fee ......................................................... 100.00 (C)
Project inspection fee:
  Construction cost:
    $ 0 - $ 5,000 ......................................................... 10% of construction cost (M)
    $ 5,000 - $ 20,000 ........................................ $500 plus 4% above $5,000 (M)
    Over $ 20,000 .................................................. $1,000 plus 3% above $20,000 (M)
Right-of-way Permit Fee ............................................................... 90.00 (M)

Right-of-way permit for construction projects utilizing all or part of street/sidewalk (daily rate equals 1/10 of the monthly rate for each day):
  Blocking sidewalk ...................................................... $1,000.00 per month (M)
  Blocking lane of traffic:
    Over 5,000 vehicles per day ...................................... $5,000 per month (M)
    Under 5,000 vehicles per day ................................... $2,000 per month (M)
  Blocking parking lane:
    Inside Central Business District ............................. $3,000 per month (M)
    Outside Central Business District ......................... $1,000 per month (M)
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Engineering, continued:

Transverse cuts:
- Open cut - paved areas (each cut) ................................................... 270.00 (C)
- Open cut - right-of-way (each cut) .................................................. 110.00 (C)
- Open cut - dirt road (each cut) ........................................................ 150.00 (C)
- Bore and jack (each operation) ....................................................... 200.00 (C)
- Copies of blueprints ............................................................................. 5.00 (C)

Water and Wastewater:
- Commercial plan review fee:
  - First review ........................................................................... 125.00 (C)
  - Each revision .......................................................................... 50.00 (C)
- Utility inspection (per inspection) ......................................................... 40.00 (C)

Keep Winter Park Beautiful:
- Engraved bricks - Farmer’s Market Lot:
  - Single size (4 * 8) - Individuals or Pets ........................................ 80.00 (M)
  - Double (8 * 8) ........................................................................ 120.00 (M)
  - Corporate .................................................................................. 250.00 (M)
- Personalized park benches, various locations .................................... 2,500.00 (M)
- Maps, each .................................................................................... 3.00 (M)
- Maps, 200 or more each ................................................................ 1.50 (M)
- Dance lessons & sessions .............................................................. 80.00 (M)
REFUSE SERVICE FEES

Monthly Refuse Service Fees:
- Residential pickup fee (with recycling bins) ........................................ 17.97 (C)
- Residential recycling cart fee (per recycling cart) .................................. 2.62 (C)
- Residential charge for each additional garbage cart above two ............... 9.02 (C)
- Additional cart maintenance fee for each garbage cart above two .......... 75.64 (C)

Commercial and multi-family units utilizing the cart collection system (per cart) ................................................................. 30.72 (C)

Bulk Pickup – Residential (requires photo and city approval prior to collection):
- Up to 2 cubic yards ............................................................................. 78.15 (C)
- Each additional cubic yard above 2 ...................................................... 32.57 (C)

Bulk yard waste in excess of 3 yards (per each additional yard) ............... 11.64 (C)

Commercial, compactor and roll-off fees will be billed directly by Waste Pro
# STORMWATER FEES

**Monthly Stormwater Utility Fees:**

Single family residential property: (based on square feet of impervious area:

- **Class 1** (1,099 and smaller) ................................................................. 6.59 (C)
- **Class 2** (1,100 and 1,699) ............................................................... 8.24 (C)
- **Class 3** (1,700 and 2,299) ................................................................. 9.89 (C)
- **Class 4** (2,300 and 2,899) ................................................................. 11.56 (C)
- **Class 5** (2,900 and 3,499) ................................................................. 13.21 (C)
- **Class 6** (3,500 and 4,099) ................................................................. 14.85 (C)
- **Class 7** (4,100 and 4,699) ................................................................. 16.51 (C)
- **Class 8** (4,700 and 5,299) ................................................................. 18.16 (C)
- **Class 9** (5,300 and 5,899) ................................................................. 19.80 (C)
- **Class 10** (5,900 and 6,499) .............................................................. 21.66 (C)
- **Class 11** (6,500 and 7,099) .............................................................. 23.12 (C)
- **Class 12** (7,100 and 7,699) .............................................................. 24.77 (C)
- **Class 13** (7,700 and 8,299) .............................................................. 26.41 (C)
- **Class 14** (8,300 and 8,899) .............................................................. 28.07 (C)
- **Class 15** (8,900 and higher) .......................................................... 29.72 (C)

Multi-family residential property:

- Apartment unit - per dwelling unit ....................................................... 8.24 (C)
- Condominium unit - per dwelling unit ................................................... 8.24 (C)
- Duplex - per dwelling unit ................................................................. 8.24 (C)

Non-residential/commercial property (per ERU)

(ERU = Equivalent Residential Unit of 2,324 sq. ft.)................................. 11.56 (C)

**Stormwater Variance Request** ................................................................. 200.00 (C)
<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shoreline Alteration Permit:</td>
<td></td>
</tr>
<tr>
<td>Plants only</td>
<td>50.00 (C)</td>
</tr>
<tr>
<td>Plants and retaining wall</td>
<td>100.00 (C)</td>
</tr>
<tr>
<td>Dock site plan review (Lakes and Waterways Advisory Board):</td>
<td></td>
</tr>
<tr>
<td>Dock only</td>
<td>75.00 (C)</td>
</tr>
<tr>
<td>Dock and Boathouse</td>
<td>100.00 (C)</td>
</tr>
<tr>
<td>Retainment or seawall</td>
<td>100.00 (C)</td>
</tr>
</tbody>
</table>
### CITY OF WINTER PARK - FEE SCHEDULE

**Effective: May 1, 2013**

**BOAT USER FEES**

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

**Annual permit:**
- **City resident**: (hp + lg) * $0.50 (C)
- **Non-resident**: (hp + lg) * $0.75 (C)

**Annual commercial permit:**
- **City resident**: (hp + lg) * $1.00 (C)
- **Non-resident**: (hp + lg) * $1.50 (C)

**Half-year permit (January 1 to June 30):**
- **City resident**: (hp + lg) * $0.25 (C)
- **Non-resident**: (hp + lg) * $0.375 (C)

**Daily user fee** (regardless of size of boat and horsepower of motor).................... $6.00 (C)
### CITY OF WINTER PARK - FEE SCHEDULE

**Effective: May 1, 2013**

#### UTILITY SERVICE FEES

**Cut on/off fee:**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New service</td>
<td>28.70</td>
</tr>
<tr>
<td>New service - after 4:30 p.m.</td>
<td>86.00</td>
</tr>
<tr>
<td>Broken Lock</td>
<td>18.00</td>
</tr>
<tr>
<td>Broken Yoke</td>
<td>15.00</td>
</tr>
<tr>
<td>Emergency cut on/off - 7:00 a.m. to 3:30 p.m.</td>
<td>No charge</td>
</tr>
<tr>
<td>Emergency cut on/off - 3:30 p.m. to 4:30 p.m.</td>
<td>28.70</td>
</tr>
<tr>
<td>Emergency cut on/off - after 4:30 p.m.</td>
<td>86.00</td>
</tr>
<tr>
<td>Trip charge</td>
<td>28.70</td>
</tr>
<tr>
<td>Non-payment – up to 4:30 p.m.</td>
<td>43.00</td>
</tr>
<tr>
<td>Non-payment - after 4:30 p.m.</td>
<td>86.00</td>
</tr>
<tr>
<td>Broken/damaged curb stop valve replacement fee</td>
<td>86.00</td>
</tr>
<tr>
<td>Metering tamering fee</td>
<td>75.00</td>
</tr>
</tbody>
</table>

**Water or Irrigation Deposits:**

**Inside City:**

<table>
<thead>
<tr>
<th>Meter Type</th>
<th>Deposit Fee (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 inch * 3/4 inch</td>
<td>60.00</td>
</tr>
<tr>
<td>1 inch</td>
<td>85.00</td>
</tr>
<tr>
<td>1 ½ inch</td>
<td>105.00</td>
</tr>
<tr>
<td>2 inch</td>
<td>145.00</td>
</tr>
<tr>
<td>3 inch</td>
<td>225.00</td>
</tr>
<tr>
<td>4 inch</td>
<td>330.00</td>
</tr>
<tr>
<td>6 inch</td>
<td>600.00</td>
</tr>
<tr>
<td>8 inch</td>
<td>Average bill x 3 (C)</td>
</tr>
<tr>
<td>10 inch</td>
<td>Average bill x 3 (C)</td>
</tr>
</tbody>
</table>

**Outside City:**

<table>
<thead>
<tr>
<th>Meter Type</th>
<th>Deposit Fee (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 inch * 3/4 inch</td>
<td>75.00</td>
</tr>
<tr>
<td>1 inch</td>
<td>100.00</td>
</tr>
<tr>
<td>1 ½ inch</td>
<td>130.00</td>
</tr>
<tr>
<td>2 inch</td>
<td>165.00</td>
</tr>
<tr>
<td>3 inch</td>
<td>270.00</td>
</tr>
<tr>
<td>4 inch</td>
<td>375.00</td>
</tr>
<tr>
<td>6 inch</td>
<td>690.00</td>
</tr>
<tr>
<td>8 inch</td>
<td>Average bill x 3 (C)</td>
</tr>
<tr>
<td>10 inch</td>
<td>Average bill x 3 (C)</td>
</tr>
</tbody>
</table>

**Water and Sewer Deposits:**

**Inside City:**

<table>
<thead>
<tr>
<th>Meter Type</th>
<th>Deposit Fee (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 inch * 3/4 inch</td>
<td>105.00</td>
</tr>
<tr>
<td>1 inch</td>
<td>120.00</td>
</tr>
<tr>
<td>1 ½ inch</td>
<td>150.00</td>
</tr>
<tr>
<td>2 inch</td>
<td>420.00</td>
</tr>
<tr>
<td>3 inch</td>
<td>510.00</td>
</tr>
<tr>
<td>4 inch</td>
<td>600.00</td>
</tr>
<tr>
<td>6 inch</td>
<td>885.00</td>
</tr>
<tr>
<td>8 inch</td>
<td>Average bill x 3 (C)</td>
</tr>
<tr>
<td>10 inch</td>
<td>Average bill x 3 (C)</td>
</tr>
</tbody>
</table>
# City of Winter Park - Fee Schedule

**Effective: May 1, 2013**

## Water and Sewer Deposits (continued):

**Outside City:**
- 3/4 inch meter: $145.00 (C)
- 1 inch meter: $165.00 (C)
- 1 ½ inch meter: $195.00 (C)
- 2 inch meter: $570.00 (C)
- 3 inch meter: $675.00 (C)
- 4 inch meter: $780.00 (C)
- 6 inch meter: $1,140.00 (C)
- 8 inch meter: Average bill x 3 (C)
- 10 inch meter: Average bill x 3 (C)

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

- 3/4 inch meter: $135.00 (C)
- 1 inch meter: $150.00 (C)
- 1 ½ inch meter: $180.00 (C)
- 2 inch meter: $450.00 (C)
- 3 inch meter: $540.00 (C)
- 4 inch meter: $630.00 (C)
- 6 inch meter: $915.00 (C)
- 8 inch meter: Average bill x 3 (C)
- 10 inch meter: Average bill x 3 (C)

## Fire Line Deposits:

**Inside City:**
- 1 inch meter: $11.25 (C)
- 2 inch meter: $32.00 (C)
- 3 inch meter: $64.00 (C)
- 4 inch meter: $106.50 (C)
- 6 inch meter: $200.00 (C)
- 8 inch meter: $315.00 (C)
- 10 inch meter: $453.00 (C)
- 12 inch service connection: $675.00 (C)
- 16 inch service connection: $980.00 (C)

**Outside City:**
- 1 inch meter: $14.00 (C)
- 2 inch meter: $40.00 (C)
- 3 inch meter: $80.00 (C)
- 4 inch meter: $133.00 (C)
- 6 inch meter: $250.00 (C)
- 8 inch meter: $393.00 (C)
- 10 inch meter: $566.00 (C)
- 12 inch service connection: $843.00 (C)
- 16 inch service connection: $1,225.00 (C)

**Fire Hydrant Meter Deposit:**
- $1,500.00 (C)
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

Meter and Service Installation:
Inside City:

5/8 inch * 3/4 inch meter ................................................................. 718.75 (C)
1 inch meter .................................................................................. 776.78 (C)
1 ½ inch meter .............................................................................. 1,628.30 (C)
2 inch meter .................................................................................. 1,761.09 (C)
3 inch meter ..................................................................................<see below
4 inch meter .................................................................................. see below
6 inch meter ..................................................................................<see below
8 inch meter ..................................................................................<see below
10 inch meter ............................................................................... see below

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

Outside City (*):

5/8 inch * 3/4 inch meter ................................................................. 898.44 (C)
1 inch meter .................................................................................. 970.97 (C)
1 ½ inch meter .............................................................................. 2,035.37 (C)
2 inch meter .................................................................................. 2,201.36 (C)
3 inch meter ..................................................................................<see below
4 inch meter ..................................................................................<see below
6 inch meter ..................................................................................<see below
8 inch meter ..................................................................................<see below
10 inch meter ............................................................................... see below

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

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.
Field Testing Meters (flow test):
5/8 x 3/4 inch meter.................................................................................. 28.70 (C)

Bench Testing Meters:
Cost of Test - by meter size - Outside Service Contracted:
5/8 x 3/4 inch meter.................................................................................. 60.50 (C)
1 inch meter .............................................................................................. 60.50 (C)
1 ½ inch meter ........................................................................................ 201.50 (C)
2 inch meter............................................................................................ 211.70 (C)

Cost of Test - by meter size - In-House City Staff Utilized
3/4 inch meter x 2.0 hours........................................................................ 57.40 (C)
1 inch meter x 2.0 hours ........................................................................... 57.40 (C)
1 ½ inch meter x 2.5 hours ....................................................................... 71.75 (C)
2 inch meter x 2.5 hours ........................................................................... 71.75 (C)

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

Bacteriological Samples Test Fee:
Sampling (per sample) ................................................................................... 25.00 (C)
Sampling after 3:30 p.m. (in addition to sampling fee)................................. 25.00 (C)

Water Impact Fees:
Inside City:
5/8 inch * 3/4 inch................................................................................ 1,100.00 (C)
1 inch ...................................................................................................... 2,750.00 (C)
1 ½ inch ................................................................................................. 5,500.00 (C)
2 inch ...................................................................................................... 8,800.00 (C)
3 inch ...................................................................................................... 17,600.00 (C)
4 inch ...................................................................................................... 27,500.00 (C)
6 inch ...................................................................................................... 55,000.00 (C)
8 inch ...................................................................................................... 88,000.00 (C)

Outside City:
5/8 inch * 3/4 inch................................................................................ 1,375.00 (C)
1 inch ...................................................................................................... 3,440.00 (C)
1 ½ inch ................................................................................................. 6,875.00 (C)
2 inch ...................................................................................................... 11,000.00 (C)
3 inch ...................................................................................................... 22,000.00 (C)
4 inch ...................................................................................................... 34,375.00 (C)
6 inch ...................................................................................................... 68,750.00 (C)
8 inch ...................................................................................................... 110,000.00 (C)

Water Main Extension Fees:
Inside City, per foot ...................................................................................... actual cost
Outside City, per foot ............................................................................. 1.25 times actual cost

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

Other charges to be calculated along with the water main extension fee are connection fees, meter costs and installation, deposits, and backflow service fees.
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

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

- 1 inch fire line ............................................................................................... 483.00 (C)
- 2 inch fire line ............................................................................................ 1,195.00 (C)
- Larger than 2 inch fire line ............................................................................... (actual cost at time of installation)

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

- 1 inch fire line ............................................................................................... 604.00 (C)
- 2 inch fire line ............................................................................................ 1,493.00 (C)
- Larger than 2 inch fire line ............................................................................... (actual cost at time of installation)

Water Main Tapping Fees (Inside City):

- 2 inch ......................................................................................................... 153.00 (C)
- 4 inch ......................................................................................................... 235.00 (C)
- 6 inch ......................................................................................................... 260.00 (C)
- 8 inch ......................................................................................................... 296.00 (C)
- 12 inch ......................................................................................................... 365.00 (C)

Water Main Tapping Fees (Outside City):

- 2 inch ......................................................................................................... 191.00 (C)
- 4 inch ......................................................................................................... 294.00 (C)
- 6 inch ......................................................................................................... 325.00 (C)
- 8 inch ......................................................................................................... 370.00 (C)
- 12 inch ......................................................................................................... 456.00 (C)

Meter Relocation Fee:

Inside City:
- 5/8 inch * 3/4 inch ......................................................................................... 483.00 (C)
- 1 inch ......................................................................................................... 483.00 (C)
- 1 ½ inch – 2 inch ....................................................................................... 1,195.00 (C)
- 3 inch - 8 inch ......................................................................................... Labor and materials (C)

Outside City (*):
- 5/8 inch * 3/4 inch ......................................................................................... 604.00 (C)
- 1 inch ......................................................................................................... 604.00 (C)
- 1 ½ inch – 2 inch ....................................................................................... 1,493.00 (C)
- 3 inch - 8 inch ......................................................................................... Labor and materials plus 25% (C)

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.
**CITY OF WINTER PARK - FEE SCHEDULE**  
**Effective: May 1, 2013**

### Sewer Impact Fees:

**Inside City:**
- Impact fee - single family: $2,700.00 (C)
- Impact fee - multiple dwelling: $2,700.00 (C)
- Impact fee - ERC: $2,700.00 (C)

**Outside City:**
- Impact fee - single family: $3,375.00 (C)
- Impact fee - multiple dwelling: $3,375.00 (C)
- Impact fee - ERC: $3,375.00 (C)

### Sewer Laterals:

**Installation Fee:**

**Inside City:**
- 0-6’ Deep: $1,785.00 (C)
- 6-12’ Deep: $3,443.00 (C)
- >12’ Deep: **Actual Cost**

**Outside City:**
- 0-6’ Deep: $2,231.00 (C)
- 6-12’ Deep: $4,304.00 (C)
- >12’ Deep: **1.25 x actual Cost**

Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.
## WATER AND WASTEWATER USAGE FEES
### (COST BASED)

### Inside the City Limits

<table>
<thead>
<tr>
<th>Block</th>
<th>Water (Residential)</th>
<th>Water (Commercial/Public Authority)</th>
<th>Water (Irrigation)</th>
<th>Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 1</td>
<td>1.01</td>
<td>1.01</td>
<td>2.13</td>
<td>4.95</td>
</tr>
<tr>
<td>Block 2</td>
<td>1.50</td>
<td>1.50</td>
<td>2.86</td>
<td>4.95</td>
</tr>
<tr>
<td>Block 3</td>
<td>2.13</td>
<td>2.13</td>
<td>3.66</td>
<td>4.95</td>
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<tr>
<td>Block 4</td>
<td>2.86</td>
<td>2.86</td>
<td>5.30</td>
<td>4.95</td>
</tr>
<tr>
<td>Block 5</td>
<td>3.66</td>
<td>3.66</td>
<td>5.30</td>
<td>4.95</td>
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<tr>
<td>Block 6</td>
<td>5.30</td>
<td>3.66</td>
<td>5.30</td>
<td>4.95</td>
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<tr>
<td>Base ERM Charge</td>
<td>8.62</td>
<td>8.62</td>
<td>8.62</td>
<td>10.19</td>
</tr>
<tr>
<td>Additional Unit Charge</td>
<td>4.64</td>
<td>4.64</td>
<td>4.64</td>
<td>5.48</td>
</tr>
</tbody>
</table>

### Outside the City Limits

<table>
<thead>
<tr>
<th>Block</th>
<th>Water (Residential)</th>
<th>Water (Commercial/Public Authority)</th>
<th>Water (Irrigation)</th>
<th>Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 1</td>
<td>1.26</td>
<td>1.26</td>
<td>2.66</td>
<td>6.19</td>
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<tr>
<td>Block 2</td>
<td>1.88</td>
<td>1.88</td>
<td>3.58</td>
<td>6.19</td>
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<tr>
<td>Block 3</td>
<td>2.66</td>
<td>2.66</td>
<td>4.57</td>
<td>6.19</td>
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<tr>
<td>Block 4</td>
<td>3.58</td>
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<td>4.57</td>
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</tr>
<tr>
<td>Block 6</td>
<td>6.63</td>
<td>4.57</td>
<td>6.63</td>
<td>6.19</td>
</tr>
<tr>
<td>Base ERM Charge</td>
<td>10.78</td>
<td>10.78</td>
<td>10.78</td>
<td>12.73</td>
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<tr>
<td>Additional Unit Charge</td>
<td>5.80</td>
<td>5.80</td>
<td>5.80</td>
<td>6.85</td>
</tr>
</tbody>
</table>

ERM = Equivalent Residential Meter

Note: sewer charges are capped for residential customers without separate irrigation meters at 14,000 gallons.
The Monthly Base Charge is based on the size of the meter. The applicable Equivalent Meter Ratio in the table below multiplied by the Base ERM Charge above determines the monthly Base Charge.

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

Block Structure Price Breaks by Meter Size:

<table>
<thead>
<tr>
<th>Commercial/Public Authority Water Block Structure</th>
<th>Usage Up To</th>
<th>Usage Over:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Size in Inches</td>
<td>Equivalent Meter Ratio</td>
<td>Usage</td>
</tr>
<tr>
<td>¾</td>
<td>1</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>1</td>
<td>2 ½</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>1 ½</td>
<td>5</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>2</td>
<td>8</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>3</td>
<td>16</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>4</td>
<td>25</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>6</td>
<td>50</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>8</td>
<td>80</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>10</td>
<td>115</td>
<td>(1,000 gallons/month)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Residential Water Block Structure</th>
<th>Usage Up To</th>
<th>Usage Over:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 1</td>
<td>Block 2</td>
<td>Block 3</td>
</tr>
<tr>
<td>(1,000 gallons/month)</td>
<td>(1,000 gallons/month)</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
<td>12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Irrigation Water Block Structure</th>
<th>Usage Up To</th>
<th>Usage Over:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 1</td>
<td>Block 2</td>
<td>Block 3</td>
</tr>
<tr>
<td>(1,000 gallons/month)</td>
<td>(1,000 gallons/month)</td>
<td>(1,000 gallons/month)</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
<td>12</td>
</tr>
</tbody>
</table>
**ELECTRIC RATES (COST)**

### Residential Rates

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge</td>
<td>$ 9.35 per month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td></td>
</tr>
<tr>
<td>1st 1,000 kWh</td>
<td>$ 0.064850 per kWh</td>
</tr>
<tr>
<td>All kWh above 1,000</td>
<td>$ 0.076500 per kWh</td>
</tr>
<tr>
<td>Fuel Cost Recovery Factor:</td>
<td></td>
</tr>
<tr>
<td>1st 1,000 kWh</td>
<td>$ 0.0279700 per kWh</td>
</tr>
<tr>
<td>All kWh above 1,000</td>
<td>$ 0.0379700 per kWh</td>
</tr>
<tr>
<td>Franchise Fee</td>
<td>6.0000%</td>
</tr>
<tr>
<td>Gross Receipts Tax</td>
<td>2.5641%</td>
</tr>
<tr>
<td>Electric Utility Tax</td>
<td>10.0000%</td>
</tr>
</tbody>
</table>

Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.

### Lighting Service (LS-1)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixture and Maintenance Charge (includes energy charge and fuel cost recovery)</td>
<td>Depends upon fixture type</td>
</tr>
<tr>
<td>Customer charge (per line of billing):</td>
<td></td>
</tr>
<tr>
<td>Metered accounts</td>
<td>$ 3.49 per month</td>
</tr>
<tr>
<td>Non metered accounts</td>
<td>$ 1.22 per month</td>
</tr>
<tr>
<td>Energy &amp; demand charge</td>
<td>$ 0.023490 per kWh</td>
</tr>
<tr>
<td>Fuel cost recovery factor</td>
<td>$ 0.038180 per kWh</td>
</tr>
<tr>
<td>Franchise Fee</td>
<td>$ 0.060000</td>
</tr>
<tr>
<td>Gross Receipts Tax</td>
<td>$ 0.025641</td>
</tr>
<tr>
<td>Electric Utility Tax</td>
<td>$ 0.100000</td>
</tr>
<tr>
<td>Subsequent Re-establishment of service</td>
<td>$ 10.00</td>
</tr>
</tbody>
</table>

### GENERAL SERVICE ELECTRIC RATES

**Non-Demand (GS-1)**

Rates will also apply to Temporary Service (TS-1)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charges:</td>
<td></td>
</tr>
<tr>
<td>Non Metered Accounts</td>
<td>$ 6.96 per month</td>
</tr>
<tr>
<td>Metered Accounts:</td>
<td></td>
</tr>
<tr>
<td>Secondary Delivery Voltage</td>
<td>$ 12.34 per month</td>
</tr>
<tr>
<td>Primary Delivery Voltage</td>
<td>$ 156.08 per month</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$ 0.065520 per kWh</td>
</tr>
<tr>
<td>Fuel Cost Recovery Factor</td>
<td>$ 0.038180 per kWh</td>
</tr>
<tr>
<td>Franchise Fee</td>
<td>6.0000%</td>
</tr>
<tr>
<td>Gross Receipts Tax</td>
<td>2.5641%</td>
</tr>
<tr>
<td>Electric Utility Tax</td>
<td>10.0000%</td>
</tr>
<tr>
<td>EL State Sales Tax (commercial only)</td>
<td>7.5000%</td>
</tr>
</tbody>
</table>

Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.
# CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

## ELECTRIC RATES (CONTINUED)

### Non-Demand (100% Load Factor Usage (GS-2))

(For customers with fixed wattage loads operating continuously throughout the billing period)

<table>
<thead>
<tr>
<th>Customer Charges:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Metered Accounts</td>
<td>$ 7.26 per month</td>
</tr>
<tr>
<td>Metered Accounts</td>
<td>$ 12.88 per month</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$ 0.033090 per kWh</td>
</tr>
<tr>
<td>Fuel Cost Recovery Factor</td>
<td>$ 0.038180 per kWh</td>
</tr>
<tr>
<td>Franchise Fee</td>
<td>6.0000%</td>
</tr>
<tr>
<td>Gross Receipts Tax</td>
<td>2.5641%</td>
</tr>
<tr>
<td>Electric Utility Tax</td>
<td>10.0000%</td>
</tr>
<tr>
<td>EL State Sales Tax (commercial only)</td>
<td>7.5000%</td>
</tr>
</tbody>
</table>

Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.

### Demand (GSD-1)

Rates will also apply to Temporary Service (TS)

Applicable for any customer other than residential with a measurable annual kWh consumption of 24,000 kWh or greater per year

<table>
<thead>
<tr>
<th>Customer Charges:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Delivery Voltage</td>
<td>$ 12.82 per month</td>
</tr>
<tr>
<td>Primary Delivery Voltage</td>
<td>$ 162.19 per month</td>
</tr>
<tr>
<td>Demand Charge</td>
<td>$ 4.48 per kWh</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$ 0.037380 per kWh</td>
</tr>
<tr>
<td>Fuel Cost Recovery Factor</td>
<td>$ 0.038180 per kWh</td>
</tr>
<tr>
<td>Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit</td>
<td>$ 0.350000 Per kWh</td>
</tr>
<tr>
<td>Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be subject to this adjustment</td>
<td>1.0000%</td>
</tr>
<tr>
<td>Franchise Fee</td>
<td>6.0000%</td>
</tr>
<tr>
<td>Gross Receipts Tax</td>
<td>2.5641%</td>
</tr>
<tr>
<td>Electric Utility Tax</td>
<td>10.0000%</td>
</tr>
<tr>
<td>EL State Sales Tax (commercial only)</td>
<td>7.5000%</td>
</tr>
</tbody>
</table>

Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.
### GENERAL SERVICE ELECTRIC RATES (CONTINUED)

**General Service Demand Optional Time of Use (GSDT-1)**
Closed to new customers as of 06-01-2006

<table>
<thead>
<tr>
<th>Customer Charges:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Delivery Voltage</td>
<td>$21.42 per month</td>
</tr>
<tr>
<td>Primary Delivery Voltage</td>
<td>$173.53 per month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Demand Charges:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Demand</td>
<td>$1.12 per kWh</td>
</tr>
<tr>
<td>On Peak Demand</td>
<td>$3.40 per kWh</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Energy Charges:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>On-peak kWh</td>
<td>$0.062020 per kWh</td>
</tr>
<tr>
<td>Off-peak kWh</td>
<td>$0.025150 per kWh</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel Cost Recovery Factors:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>On-peak kWh</td>
<td>$0.056350 per kWh</td>
</tr>
<tr>
<td>Off-peak kWh</td>
<td>$0.032030 per kWh</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Delivery Voltage Credit:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Voltage Credit:</td>
<td>$0.350000 Per kWh</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Metering Voltage Adjustment:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Metering Voltage Adjustment:</td>
<td>1.0000%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Franchise Fee</th>
<th>6.0000%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Receipts Tax</td>
<td>2.5641%</td>
</tr>
<tr>
<td>Electric Utility Tax</td>
<td>10.0000%</td>
</tr>
<tr>
<td>EL State Sales Tax (commercial only)</td>
<td>7.5000%</td>
</tr>
</tbody>
</table>

Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

<table>
<thead>
<tr>
<th>TEMPORARY SERVICE (TS)</th>
<th>(Rate from appropriate General Service schedules are applied)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes</td>
<td></td>
</tr>
<tr>
<td>Deposit required at the time of initiating service</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Charges</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening an account at a new service location (temporary connection)</td>
<td>$ 61.00</td>
</tr>
<tr>
<td>Opening an account at a new service location (permanent connection)</td>
<td>$ 104.00</td>
</tr>
<tr>
<td>Utility service application fee</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>Reconnect service</td>
<td>$ 28.00</td>
</tr>
<tr>
<td>Reconnect service after a disconnection for nonpayment or violation of a rule or regulation</td>
<td>$ 40.00</td>
</tr>
<tr>
<td>after normal business hours</td>
<td>$ 55.00</td>
</tr>
<tr>
<td>Dishonored check (NSF)</td>
<td>$ 25.00 Or 5% of the check amount, whichever is greater</td>
</tr>
<tr>
<td>Change of account with leaving service active (applicable to multi-housing only)</td>
<td>$ 10.00</td>
</tr>
<tr>
<td>Utility demolition disconnect fee</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>Electric meter tampering fee</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>Disconnect of electric service at the pole</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>Deposit for electric service</td>
<td>$ 250.00 Or two months estimated charges, whichever is greater</td>
</tr>
<tr>
<td>Prepare trees around power lines for safe private trimming or removal if necessary</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RESIDENTIAL UNDERGROUND SERVICE FEE</th>
<th>(applies to single family residential projects only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remodels</td>
<td>3,000.00</td>
</tr>
<tr>
<td>200 amp or less</td>
<td>3,000.00</td>
</tr>
<tr>
<td>All services to 400 amp</td>
<td>6,000.00</td>
</tr>
<tr>
<td>Greater than 400 amp</td>
<td>Cost to serve</td>
</tr>
</tbody>
</table>

Deposit required for electric service:

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

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

<table>
<thead>
<tr>
<th>Fire line size (flat rate per month)</th>
<th>Flat Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 inch service connection</td>
<td>$4.25 (C)</td>
</tr>
<tr>
<td>2 inch service connection</td>
<td>$11.87 (C)</td>
</tr>
<tr>
<td>3 inch service connection</td>
<td>$23.84 (C)</td>
</tr>
<tr>
<td>4 inch service connection</td>
<td>$37.02 (C)</td>
</tr>
<tr>
<td>6 inch service connection</td>
<td>$74.51 (C)</td>
</tr>
<tr>
<td>8 inch service connection</td>
<td>$119.19 (C)</td>
</tr>
<tr>
<td>10 inch service connection</td>
<td>$171.39 (C)</td>
</tr>
<tr>
<td>12 inch service connection</td>
<td>$234.03 (C)</td>
</tr>
<tr>
<td>16 inch service connection</td>
<td>$339.34 (C)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Fire line size (flat rate per month)</th>
<th>Flat Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 inch service connection</td>
<td>$5.33 (C)</td>
</tr>
<tr>
<td>2 inch service connection</td>
<td>$14.86 (C)</td>
</tr>
<tr>
<td>3 inch service connection</td>
<td>$29.78 (C)</td>
</tr>
<tr>
<td>4 inch service connection</td>
<td>$46.26 (C)</td>
</tr>
<tr>
<td>6 inch service connection</td>
<td>$93.12 (C)</td>
</tr>
<tr>
<td>8 inch service connection</td>
<td>$148.96 (C)</td>
</tr>
<tr>
<td>10 inch service connection</td>
<td>$214.22 (C)</td>
</tr>
<tr>
<td>12 inch service connection</td>
<td>$292.53 (C)</td>
</tr>
<tr>
<td>16 inch service connection</td>
<td>$424.19 (C)</td>
</tr>
</tbody>
</table>

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

Regular rates: (per hour)

- Deputy Assistant Director .................................................. $59.42 (C)
- Assistant Division Chief .................................................. $46.62 (C)
- Field Supervisor .............................................................. $37.57 (C)
- Equipment Operator ......................................................... $28.01 (C)
- Foreman/Crew Leader ....................................................... $31.08 (C)
- Utility Service Worker .................................................... $25.13 (C)
- Locator .............................................................................. $26.62 (C)

Overtime rates: (per hour)

- Deputy Assistant Director .................................................. $89.13 (C)
- Assistant Division Chief .................................................. $69.93 (C)
- Field Supervisor .............................................................. $56.36 (C)
- Equipment Operator ......................................................... $42.02 (C)
- Foreman/Crew Leader ....................................................... $46.62 (C)
- Utility Service Worker .................................................... $37.70 (C)
- Locator .............................................................................. $39.93 (C)
Hourly charges for city employees and equipment in Utilities Services Division (continued):

**Holiday rates: (per hour)**
- Deputy Assistant Director ................................................................. 118.84 (C)
- Assistant Division Chief ................................................................. 93.24 (C)
- Field Supervisor ............................................................................. 75.14 (C)
- Equipment Operator ....................................................................... 56.02 (C)
- Foreman/Crew Leader .................................................................... 62.16 (C)
- Utility Service Worker .................................................................... 50.26 (C)
- Locator ............................................................................................ 53.24 (C)

**Vehicle Charges: (per hour)**
- Flatbed dump truck ......................................................................... 15.00 (M)
- Small dump truck ............................................................................ 15.00 (M)
- Tandem dump truck ......................................................................... 30.00 (M)
- Pickup truck ..................................................................................... 15.00 (M)
- Crew cab ........................................................................................ 20.00 (M)
- TV Van .......................................................................................... 75.00 (M)
- Locator (call duty) van ................................................................... 15.00 (M)
- Vaccon .......................................................................................... 85.00 (M)
- Semitractor ................................................................................... 60.00 (M)

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

Associated material costs shall be calculated at a rate not to exceed actual cost to the City. Ref: OUC/Winter Park Alliance contract for parts, fittings and supplies.
CITY OF WINTER PARK - FEE SCHEDULE  
Effective: May 1, 2013

CROSS CONNECTION CONTROL PROGRAM FEES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backflow testing charge (per device inside City)</td>
<td>35.00 (M)</td>
</tr>
<tr>
<td>Backflow testing charge (per device outside City)</td>
<td>40.00 (M)</td>
</tr>
<tr>
<td><strong>Replacement charges:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Inside City:</strong></td>
<td></td>
</tr>
<tr>
<td>1 inch PVB</td>
<td>145.00 (C)</td>
</tr>
<tr>
<td>1 inch Reduced pressure</td>
<td>225.00 (C)</td>
</tr>
<tr>
<td>1 ½ inch PVB</td>
<td>250.00 (C)</td>
</tr>
<tr>
<td>1 ½ inch Reduced pressure</td>
<td>350.00 (C)</td>
</tr>
<tr>
<td>2 inch PVB</td>
<td>270.00 (C)</td>
</tr>
<tr>
<td>2 inch Reduced pressure</td>
<td>425.00 (C)</td>
</tr>
<tr>
<td><strong>Outside City:</strong></td>
<td></td>
</tr>
<tr>
<td>1 inch PVB</td>
<td>165.00 (C)</td>
</tr>
<tr>
<td>1 inch Reduced pressure</td>
<td>275.00 (C)</td>
</tr>
<tr>
<td>1 ½ inch PVB</td>
<td>300.00 (C)</td>
</tr>
<tr>
<td>1 ½ inch Reduced pressure</td>
<td>355.00 (C)</td>
</tr>
<tr>
<td>2 inch PVB</td>
<td>335.00 (C)</td>
</tr>
<tr>
<td>2 inch Reduced pressure</td>
<td>430.00 (C)</td>
</tr>
<tr>
<td><strong>Repair charges:</strong></td>
<td></td>
</tr>
<tr>
<td>Repair 3/4” – 1” backflow preventors (includes parts and labor)</td>
<td>35.00 (C)</td>
</tr>
<tr>
<td>Repair 1 1/4” – 2” backflow preventors (includes parts and labor)</td>
<td>65.00 (C)</td>
</tr>
</tbody>
</table>

All above fees will be added to the customer’s next utility bill after the work is completed and satisfactorily tested.
CITY OF WINTER PARK - FEE SCHEDULE  
Effective: May 1, 2013

UTILITY DEMOLITION DISCONNECT FEES

<table>
<thead>
<tr>
<th>Utility disconnects for demolition:</th>
<th>Inside City:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water services (cut and cap behind meter @ property line and installation of hose bib stand):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/8&quot; * 3/4&quot; - 1&quot;</td>
<td>53.00 (C)</td>
<td></td>
</tr>
<tr>
<td>2&quot; - 3&quot;</td>
<td>74.00 (C)</td>
<td></td>
</tr>
<tr>
<td>4&quot;</td>
<td>118.00 (C)</td>
<td></td>
</tr>
<tr>
<td>6&quot;</td>
<td>134.00 (C)</td>
<td></td>
</tr>
<tr>
<td>8&quot;</td>
<td>161.00 (C)</td>
<td></td>
</tr>
<tr>
<td>Fire lines (cut and cap @ property line):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2&quot;</td>
<td>32.00 (C)</td>
<td></td>
</tr>
<tr>
<td>4&quot;</td>
<td>118.00 (C)</td>
<td></td>
</tr>
<tr>
<td>6&quot;</td>
<td>134.00 (C)</td>
<td></td>
</tr>
<tr>
<td>8&quot;</td>
<td>161.00 (C)</td>
<td></td>
</tr>
<tr>
<td>Sanitary sewer laterals (cut and cap &amp; install cleanout @ property line):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 6&quot; (per line), 6' deep or less</td>
<td>270.00 (C)</td>
<td></td>
</tr>
<tr>
<td>Up to 6&quot; (per line), greater than 6' deep</td>
<td>528.00 (C)</td>
<td></td>
</tr>
</tbody>
</table>

| Outside City: |  |
| Water services (cut and cap behind meter @ property line and installation of hose bib stand): |  |  |
| 5/8" * 3/4" - 1" | 66.00 (C) |  |
| 2" - 3" | 93.00 (C) |  |
| 4" | 148.00 (C) |  |
| 6" | 168.00 (C) |  |
| 8" | 201.00 (C) |  |
| Fire lines (cut and cap @ property line): |  |  |
| 2" | 40.00 (C) |  |
| 4" | 148.00 (C) |  |
| 6" | 168.00 (C) |  |
| 8" | 201.00 (C) |  |
| Sanitary sewer laterals (cut and cap & install cleanout @ property line): |  |  |
| Up to 6" (per line), 6' deep or less | 338.00 (C) |  |
| Up to 6" (per line), greater than 6' deep | 660.00 (C) |  |
| Fire hydrant relocation fee: |  |  |
| Inside City | 1,691.00 (C) |  |
| Outside City | 2,114.00+ (C) |  |

Applicable Orange County permit fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.
### CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

#### LINE STOP FEES

**Inside City:**

**Line stop fees (with contractor or owner support):**

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Single</th>
<th>Double</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>1,380.00 (C)</td>
</tr>
<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>2,353.00 (C)</td>
</tr>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>1,662.00 (C)</td>
</tr>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>3,160.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>2,255.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>3,922.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>2,714.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>4,567.00 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>3,193.00 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>5,538.00 (C)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Single</th>
<th>Double</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>2,098.00 (C)</td>
</tr>
<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>3,664.00 (C)</td>
</tr>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>2,316.00 (C)</td>
</tr>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>4,051.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>2,701.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>4,620.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>3,344.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>5,327.50 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>3,931.00 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>6,639.00 (C)</td>
</tr>
</tbody>
</table>

**Outside City:**

**Line stop fees (with contractor or owner support):**

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Single</th>
<th>Double</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>1,725.00 (C)</td>
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<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>2,941.00 (C)</td>
</tr>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>2,078.00 (C)</td>
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<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>3,686.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>2,818.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>4,903.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>3,392.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>5,710.00 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>3,992.00 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>6,923.00 (C)</td>
</tr>
</tbody>
</table>
Outside City:

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

<table>
<thead>
<tr>
<th>Size</th>
<th>Single</th>
<th>Double</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>2,622.00 (C)</td>
</tr>
<tr>
<td>4&quot;</td>
<td></td>
<td></td>
<td>4,580.00 (C)</td>
</tr>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>2,895.00 (C)</td>
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<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td>5,065.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>3,377.00 (C)</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td>5,775.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>4,181.00 (C)</td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td>6,546.00 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>4,915.00 (C)</td>
</tr>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td>8,299.00 (C)</td>
</tr>
</tbody>
</table>

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

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

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

Plus Orange County right-of-way permit use fees

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

<table>
<thead>
<tr>
<th>Location</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inside City</td>
<td>248.00 (C)</td>
</tr>
<tr>
<td>Outside City</td>
<td>310.00 (C)</td>
</tr>
</tbody>
</table>

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

A formula is used to determine the surcharges. The surcharge is proportionate to the water consumption. The more water used, the higher the surcharge will be, likewise, the less water used the lower the surcharge will be.

The charges are based on three factors:

- Biological Oxygen Demand (BOD)
- Suspended Solids (SS)
- Oil and Grease

**Biological Oxygen Demand (BOD):**

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

**Suspended Solids (SS):**

Suspended solids are any solids that will not settle in moving water. This test is performed in our laboratory. We actually bake the water out of the sample. The maximum allowable limit is 300 ppm.

**Oil and Grease:**

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

**Other substances that we periodically check for are:**

- Chemical Oxygen Demand
- All Chemicals
- All Metals
- Petroleum Base Products
- Oil
- Grease
- Miscellaneous Substances

**The average monthly surcharge for an industrial waste customer** ................. 68.94 (C)

This can be broken down as follows:

- Average BOD ....................................................................................... 894 PPM
- Average SS ......................................................................................... 402 PPM

The size and nature of the business will affect the average charges.

- Re-inspection fee ............................................................................... 40.00 (M)
- Hauler registration fee ................................................................. 40.00 (M)
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

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

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

Off-Duty Police Services (three hour minimum):

Regular Off-Duty Rates per Hour:
- Police officer .......................................................................................... 35.00 (C)
- Details requiring a police supervisor ........................................................... 40.00 (C)

Holiday Off-Duty Rates per Hour:
- Police officer .......................................................................................... 48.00 (C)
- Details requiring a police supervisor ........................................................... 53.00 (C)

Civil Penalty Fines:
- Interference with overtime parking enforcement ....................................... 50.00 (M)
- Tampering with immobilization device ....................................................... 100.00 (M)
- Removal of immobilization device by enforcement officer ..................... 75.00 (M)
- Skateboarding within central business district ......................................... 10.00 (M)

Responding to false alarms:
- First response ......................................................................................... 0.00
- Second and third response within 6 months of first response .................... 0.00

Business:
- Fourth response within 6 months of third response .................................... 50.00 (M)
- All succeeding responses within 6 months of the last response ............. 100.00 (M)

Residential:
- Fourth response within 6 months of third response .................................... 25.00 (M)
- All succeeding responses within 6 months of the last response .......... 50.00 (M)
Parking Fines: *
Each fine amount includes a $5.00 surcharge as authorized by Florida State Stature 316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossing Guard programs within the City of Winter Park

- Blocking drive or roadway (travel lane/obstructing traffic) ........................................... 25.00 (M)
- Bus zone or taxi stand ........................................................................................................ 25.00 (M)
- Disabled only/permit required ......................................................................................... 255.00 (S)
- Double parking ................................................................................................................. 25.00 (M)
- Extended over lines ......................................................................................................... 25.00 (M)
- Fire lane/hydrant/red curb ............................................................................................. 110.00 (S)
- Loading zone (commercial vehicles only) .................................................................... 25.00 (M)
- Other .............................................................................................................................. 25.00 (M)
- On parkway .................................................................................................................... 25.00 (M)
- On sidewalk/crosswalk ................................................................................................. 25.00 (M)
- Over posted time limit .................................................................................................. 25.00 (M)
- Parking prohibited (yellow curb/no sign) ...................................................................... 25.00 (M)
- Rear or left wheels to curb ............................................................................................ 25.00 (M)
- Successive overtime (each offense) ............................................................................... 45.00 (M)
- Unauthorized (reserved) space .................................................................................... 25.00 (M)
- Where signs prohibit .................................................................................................... 25.00 (M)
- Movement of vehicle in Central Business District to circumvent posted parking restrictions ................................................................. 55.00 (M)

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

Traffic signal violations:
- Red light camera infraction ................................................................................................. 158.00 (S)

* After receiving a mailed Notice of Summons for any or the above parking fines, an additional $15.00 will be assessed.
CITY OF WINTER PARK - FEE SCHEDULE  
Effective: May 1, 2013

FIRE FEES:

EMS Transport Fee:
Transport ..................................................................................................................... 610.00 (M)
Plus distance transported from incident location to medical facility ... 8.50 per mile (M)
HIPAA qualified patient information package (per patient event) ................... 50.00 (C)

Motor Vehicle Fire Response:
Motor Vehicle Fire Response: ............................................................... 500.00 (M)

False Alarm Response fee:
First response .............................................................................................. 0.00 (M)
Second and third response within 6 months of first response ................... 0.00 (M)
Fourth response within 6 months of third response ................................. 100.00 (M)
All succeeding within 6 months of the last response ............................... 250.00 (M)
Known alarm is activated by on scene construction workers 
or alarm company technicians ................................................................ 200.00 (M)

Fire/Rescue Service fees:
Hourly Charges for city employees and equipment:
  Command unit/Chief officer, per hour or part thereof ........................... 125.00 (C)
  Engine company, per hour or part thereof ......................................... 225.00 (C)
  Ladder company, per hour or part thereof......................................... 275.00 (C)
  Rescue unit, per hour or part thereof ............................................. 200.00 (C)
  Special needs ........................................................................ Figured on a cost recovery basis (C)
Hazardous materials cost recovery fees and/or response to intentional, malicious or
negligently incidents are based on the cost of manpower, equipment and materials
used.

Fire inspections:
  After hour inspections ............................................................................. 200.00 (C)
  Maintenance reinspection fee:
    First reinspection ........................................................................ No Charge (M)
    Second reinspection ........................................................................ 40.00 (M)
    Third reinspection ........................................................................ 60.00 (M)
    Fourth reinspection ...................................................................... 100.00 (M)
    Any subsequent reinspections ....................................................... 100.00 (M)

Inspector Training fee, per project ($1,000 minimum project value) ............ 25.00 (M)
CITY OF WINTER PARK - FEE SCHEDULE  
Effective: May 1, 2013

FIRE FEES (continued):

Licensing Fees:
  Health Department inspections .......................................................... 40.00 (M)  
  HRS inspections ................................................................................... 40.00 (M)  
  Occupational License inspections .......................................................... 40.00 (M)

Permits By Use: (annual registration fee)
  Ammunition, explosives and blasting agents ................................................. 40.00 (M)  
  Burn permits (bonfires) ............................................................................. 40.00 (M)  
  Cryogenic fluids .......................................................................................... 40.00 (M)  
  Dry cleaning plants .................................................................................... 40.00 (M)  
  Fire lane permits ....................................................................................... 40.00 (M)  
  Fireworks ..................................................................................................... 40.00 (M)  
  Flammable/combustible liquids .................................................................. 40.00 (M)  
  High piled combustible stock ..................................................................... 40.00 (M)  
  Hazardous chemicals .................................................................................. 40.00 (M)  
  LP gas .......................................................................................................... 40.00 (M)  
  Lumber storage ........................................................................................... 40.00 (M)  
  Places of assembly ........................................................................................ 40.00 (M)  
  Repair garages ......................................................................................... 40.00 (M)  
  Tents and air supported structures ............................................................. 40.00 (M)

Plans Review Fees:
  Construction plans review - new and existing:
    $1,000 value or less (no inspector training fee) ........................................ 25.00 (M)  
    $1,001 value or over ................................................................. 55.00 plus 0.05% of total work (M)  
  Revised plans 25.00 (unless more than 50% of original plan, then full fee applies) (M)  
  Construction inspections ........ 25.00 or 1/2% of valuation (whichever is greater) (M)  
    After hour inspections ............................................................................. 200.00 (M)

  Construction reinspection fees:
    First reinspection .................................................................................. 40.00 (M)  
    Second reinspection ............................................................................... 50.00 (M)  
    Additional reinspection .......................................................................... 100.00 (M)

Special Detail Services:
  Personnel requested or required to be detailed for
    Special events (minimum of 3 hours) .......... 35.00 per hour/per employee (C)  
    Special events (supervisor, if necessary) ....... $45.00 per hour/per supervisor (C)
FIRE FEES (continued):

Public Education Services:

- Fire station birthday party program:
  - Basic program .......................................................... 175.00 (C)
  - Plus $5.00 per person up to a maximum of 20 attendees
- First aid class (per student) .......................................................... 20.00 (C)
- CPR classes (per student) .......................................................... 35.00 (C)
- Combination first aid and CPR class (per student) .................. 50.00 (C)
- Babysitter training class (per student) ......................................... 55.00 (C)
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARKS AND RECREATION FEES

<table>
<thead>
<tr>
<th>Adult Sports Team Fees:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Flag Football and Softball ........</td>
<td>$450.00 (M)</td>
</tr>
<tr>
<td>Men’s Basketball League Team Fee</td>
<td>$300.00 (M)</td>
</tr>
</tbody>
</table>

Field Rental Rates:

<table>
<thead>
<tr>
<th>Cady Way, Lake Island and Ward Park Athletic Fields:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 5:00 p.m., per hour ..................................</td>
<td>29.00 (C)</td>
</tr>
<tr>
<td>After 5:00 p.m., per hour ...................................</td>
<td>52.00 (C)</td>
</tr>
<tr>
<td>Unscheduled or late reservation rates (less than 48 hours), per hour/before 5:00 pm</td>
<td>50.00 (M)</td>
</tr>
<tr>
<td>Unscheduled or late reservation rates (less than 48 hours), per hour/after 5:00 pm</td>
<td>75.00 (M)</td>
</tr>
<tr>
<td>Field prep (lines), per field each time (standard lining)</td>
<td>50.00 (C)</td>
</tr>
<tr>
<td>Field prep (lines), per field each time (specialty lining)</td>
<td>100.00 (C)</td>
</tr>
<tr>
<td>Field prep (lines), for late reservations per field</td>
<td>100.00 (C)</td>
</tr>
<tr>
<td>All day (8:00 am to 9:00 pm) ................................</td>
<td>450.00 (C)</td>
</tr>
<tr>
<td>Winter Park Youth League Fee:</td>
<td></td>
</tr>
<tr>
<td>Lake Island, Showalter East and Ward A1, A2, B, C (flat fee)</td>
<td>25.00 (C)</td>
</tr>
<tr>
<td>20% discount for Ward B, C and D (specific guidelines required)</td>
<td></td>
</tr>
<tr>
<td>Continuous rate hourly (specific guidelines must be met):</td>
<td></td>
</tr>
<tr>
<td>Before 5:00 pm ..................................................</td>
<td>23.00 (C)</td>
</tr>
<tr>
<td>After 5:00 pm ....................................................</td>
<td>42.00 (C)</td>
</tr>
</tbody>
</table>

Bus Use Fees:

| Hourly rate (two hour minimum, 100 mile maximum) | 100.00 (M) |
| Deposit .........................................................| 100.00 (M) |
| Cancellation fee (within 72 hours of scheduled use) | 100.00 (M) |
### Program Fees:

#### Recreation ID Card:
- **Resident**: $0.00 (M)
- **Non-resident**: $10.00 (M)
- Card Replacement Fee: $5.00 (C)

#### After School Program:
- **Resident** (monthly): $40.00 (M)
- **Non-resident** (monthly): $65.00 (M)
- Registration fee: $25.00 (M)
- Fee for students qualifying for reduced lunch, (monthly), (City residents only): $25.00 (M)
- Fee for students qualifying for free lunch, (monthly), (City residents only): $15.00 (M)

#### Teen Summer Camp Program (completed grades 5 – 8, per week):
- **Resident**: $40.00 (M)
- **Non-resident**:
  - **1st child**: $25.00 (M)
  - **Each additional child**: $15.00 (M)
- Registration fee: $25.00 (M)

#### Summer Camp Program (completed grades K – 4, per week):
- **Resident**:
  - **1st child** in family: $65.00 (M)
  - **Each additional child** in family: $50.00 (M)
- **Non-resident**:
  - **Reduced lunch, 1st child**: $85.00 (M)
  - **Reduced lunch, each additional child**: $15.00 (M)
  - **Registration Fee**: $25.00 (M)
- **Free lunch, 1st child**:
  - **Free lunch, each additional child**: $5.00 (M)
  - **Registration Fee**: $25.00 (M)

#### School’s Out Program (single day camp during school year holidays):
- **Resident, per day**: $10.00 (M)
- **Non-resident, per day**: $15.00 (M)
- **After School Participant**: $5.00 (M)
PARKS AND RECREATION FEES (CONTINUED)

Holiday Camps:
  Fall Camp – 3 days:
  Resident ................................................................. 25.00 (M)
  Non-resident .......................................................... 35.00 (M)
  After School Participant ........................................... 15.00 (M)

  Winter Holiday Camp – two 2 day sessions:
  Resident, each 2 day session ..................................... 20.00 (M)
  Non-resident, each 2 day session ............................... 25.00 (M)
  After School Participant, each 2 day session ............... 10.00 (M)

  Spring Break Camp, 5 days:
  Resident ....................................................................... 60.00 (M)
  Non-resident ............................................................. 85.00 (M)
  After School Participant ............................................... 30.00 (M)

Middle School After School Program:
  Resident with Recreation ID card ................................ 0.00 (M)
  Non-Resident with Recreation ID card (per week) ......... 20.00 (M)

Other:
  Late pick up fee:
    1st 30 minutes ......................................................... 5.00 (M)
    Each additional 15 minutes ....................................... 5.00 (M)
  Late payment fee ......................................................... 5.00 (M)

Before Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs):
  Schools Out Days, per day ........................................... 2.00 (M)
  Holiday and Summer Camps, per week ....................... 5.00 (M)

General Program Guidelines:
  Youth/Teen Program Fees (based on minimum enrollment) ....... Direct Cost
  Adult Programs (based on minimum enrollment) ................ Direct Costs plus 15%

  Contracted program fees will not exceed 110% of the regional market rate for a similar program. CRA funded programs will be offered at a zero to nominal fee.
## Community Center Pool:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily (resident)</td>
<td>2.00 (M)</td>
</tr>
<tr>
<td>Daily (non-resident)</td>
<td>4.00 (M)</td>
</tr>
<tr>
<td>Group rate (residents, over 15 guests in a group, per group member)</td>
<td>1.50 (M)</td>
</tr>
<tr>
<td>Group rate (non-residents, over 15 guests in a group, per group member)</td>
<td>3.50 (M)</td>
</tr>
<tr>
<td>Ten visit punch pass (resident)</td>
<td>15.00 (M)</td>
</tr>
<tr>
<td>Ten visit punch pass (non-resident)</td>
<td>30.00 (M)</td>
</tr>
</tbody>
</table>

### Pool rental:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than thirty guests (hourly)</td>
<td>75.00 (M)</td>
</tr>
<tr>
<td>Additional hourly fee per fifteen guests over initial thirty guests</td>
<td>15.00 (M)</td>
</tr>
<tr>
<td>Deposit</td>
<td>100.00 (M)</td>
</tr>
</tbody>
</table>

### Family Pool Pass:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Pool Pass – (residents, up to 5 family members per pass)</td>
<td>150.00 (M)</td>
</tr>
<tr>
<td>Family Pool Pass – (non-residents, up to 5 family members per pass)</td>
<td>225.00 (M)</td>
</tr>
<tr>
<td>Family Pool Pass – (CRA residents, up to 5 family members per pass)</td>
<td>105.00 (M)</td>
</tr>
</tbody>
</table>

### Lap Swim Pass:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lap Swim Pass – (resident)</td>
<td>35.00 (M)</td>
</tr>
<tr>
<td>Lap Swim Pass – (non-resident)</td>
<td>50.00 (M)</td>
</tr>
<tr>
<td>Lap Swim Pass – (CRA resident)</td>
<td>30.00 (M)</td>
</tr>
</tbody>
</table>

## Fitness/Weight Room:

### Annual Pass:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>85.00 (M)</td>
</tr>
<tr>
<td>Non-resident</td>
<td>160.00 (M)</td>
</tr>
<tr>
<td>CRA area resident</td>
<td>60.00 (M)</td>
</tr>
<tr>
<td>City employee</td>
<td>60.00 (M)</td>
</tr>
</tbody>
</table>

### Corporate rate:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold (includes 60 vouchers, $60 each per year for each additional voucher over 60, provides access to lap swim, open gym, and open volleyball)</td>
<td>750.00 (M)</td>
</tr>
<tr>
<td>Silver (includes 10 vouchers, $65 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball)</td>
<td>500.00 (M)</td>
</tr>
<tr>
<td>Bronze (includes 5 vouchers, $70 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball)</td>
<td>250.00 (M)</td>
</tr>
</tbody>
</table>

### Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend training):

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>30.00 (M)</td>
</tr>
<tr>
<td>Non-resident</td>
<td>50.00 (M)</td>
</tr>
</tbody>
</table>
PARKS AND RECREATION FEES (CONTINUED)

Fitness/Weight Room (continued):

<table>
<thead>
<tr>
<th>Monthly Pass</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>15.00</td>
</tr>
<tr>
<td>Non-resident</td>
<td>25.00</td>
</tr>
<tr>
<td>CRA area resident</td>
<td>10.00</td>
</tr>
<tr>
<td>City employee</td>
<td>10.00</td>
</tr>
<tr>
<td>Daily pass, all users</td>
<td>5.00</td>
</tr>
</tbody>
</table>
## CITY OF WINTER PARK - FEE SCHEDULE
### Effective: May 1, 2013

### CEMETERY FEES

#### Palm Cemetery:
- Single space - resident: $5,000.00 (M)
- Single space – qualified non-resident: $5,500.00 (M)
- Cremation space: $550.00 (M)
- Baby space: $150.00 (M)
- Qualified non-resident baby space: $170.00 (M)
- Interment of cremains:
  - Weekdays: $350.00 (M)
  - Saturdays: $450.00 (M)
- Tent for cremains interment:
  - Weekdays: $1,000.00 (M)
  - Saturdays: $1,200.00 (M)
- Opening and closing charges:
  - Weekdays: $1,100.00 (M)
  - Weekdays, for graveside services beginning after 5:00 pm: $1,200.00 (M)
  - Saturdays: $1,400.00 (M)
- Disinterment of vault (weekdays only, rules apply): $1,100.00 (M)
- Mausoleum space (limited number of spaces): $80,000.00 (M)

#### Pineywood Cemetery:
- Single space - resident: $2,000.00 (M)
- Single space – qualified non-resident: $2,500.00 (M)
- Baby space: $150.00 (M)
- Qualified non-resident baby space: $170.00 (M)
- Cremation space: $420.00 (M)
- Qualified non-resident cremation space: $480.00 (M)
- Interment of cremains:
  - Weekdays: $350.00 (M)
  - Saturdays: $450.00 (M)
- Tent for cremains interment:
  - Weekdays: $1,000.00 (M)
  - Saturdays: $1,200.00 (M)
- Opening and closing charges:
  - Weekdays: $1,100.00 (M)
  - Weekdays, for graveside services beginning after 5:00 pm: $1,200.00 (M)
  - Saturdays: $1,400.00 (M)
- Disinterment of vault (weekdays only, rules apply): $1,100.00 (M)

#### Columbarium:
- Single or Double space:
  - Resident: $2,200.00 (M)
  - Qualified non-resident: $2,800.00 (M)
  - Interment (Saturday): $350.00 (M)
  - Tent for columbarium interment: $300.00 (M)
## CITY OF WINTER PARK - FEE SCHEDULE
### Effective: May 1, 2013

### GOLF COURSE FEES (all include sales tax)

#### Green Fees (Residents):
- 9 hole ticket, weekday ................................................................. 8.00 (M)
- 9 hole ticket, holidays and weekend ........................................ 14.00 (M)
- 9 hole Jr. ticket, up to middle school ........................................... 6.00 (M)
- 9 hole high school and college student ................................. 7.00 (M)

#### Green Fees (Non-residents):
- 9 hole ticket, weekday ................................................................. 10.00 (M)
- 9 hole ticket, holidays and weekend ........................................ 16.00 (M)
- 9 hole Jr. ticket, up to middle school ........................................... 8.00 (M)
- 9 hole high school and college student ................................. 9.00 (M)

#### Green Fees:
- Replay rate for all players ......................................................... 5.00 (M)
- City employees rate for first round .............................................. 6.00 (M)

#### Annual Play Pass:
- Single resident ................................................................. 560.00 (M)
- Double resident ................................................................. 840.00 (M)
- Single non-resident ........................................................... 600.00 (M)
- Double non-resident ......................................................... 900.00 (M)
- Jr. membership (resident) .................................................. 230.00 (M)
- Jr. membership (non-resident) ........................................ 250.00 (M)
- Student membership (resident) ..................................... 280.00 (M)
- Student membership (non-resident) ............................ 300.00 (M)
- Corporate membership (16 members at $500) .................. 8,000.00 (M)
- City employee rate ............................................................ 250.00 (M)
- Ten-Round Pass ................................................................. 110.00 (M)

#### Cart Rental:
- 9-Hole – Single (includes sales tax) ....................................... 7.00 (M)
- 9-Hole – Double (includes sales tax) .................................... 14.00 (M)
- Pull cart (includes sales tax) .................................................. 2.00 (M)
- Club Rental (includes tax) ..................................................... 10.00 (M)
- Club Storage, annual (includes tax) ................................. 125.00 (M)
- Club Storage, monthly (includes tax) ............................. 12.00 (M)
Tournament Fees (includes tax):

Night scramble (40 person minimum) .......................................................... 800.00 (M)
Each additional golfer above 40 ................................................................. 25.00 (M)
Private scramble (maximum of one per month, 48 person minimum) ...... 1,200.00 (M)
Each additional golfer above 48 ................................................................. 25.00 (M)

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

Advertising:

Scorecard ad space (one year, per ad) ..................................................... 1,000.00 (M)
Premium scorecard ad space (one year, per ad) .................................... 1,500.00 (M)

Golf lessons:

Individual lessons:

Half hour ......................................................................................................... 50.00 (M)
Hour ........................................................................................................... 80.00 (M)
3 hour package ............................................................................................ 210.00 (M)
5 hour package ............................................................................................ 300.00 (M)
10 hour package .......................................................................................... 500.00 (M)

Playing lessons, per person:

9 holes ......................................................................................................... 125.00 (M)
18 holes ..................................................................................................... 200.00 (M)

Group lessons, per person:

One hour package:

2 students ................................................................................................. 60.00 (M)
3 students ................................................................................................. 50.00 (M)
4 students ................................................................................................. 40.00 (M)

Three hour package:

2 students ............................................................................................... 150.00 (M)
3 students ............................................................................................... 120.00 (M)
4 students ............................................................................................... 90.00 (M)

Five hour package:

2 students ............................................................................................... 200.00 (M)
3 students ............................................................................................... 150.00 (M)
4 students ............................................................................................... 120.00 (M)

Ten hour package:

2 students ............................................................................................... 300.00 (M)
3 students ............................................................................................... 200.00 (M)
4 students ............................................................................................... 150.00 (M)

Lecture series tickets ................................................................................... 10.00 (M)
### TENNIS FEES

#### Tennis Court Rental:

**Annual Play Pass Fees:**

<table>
<thead>
<tr>
<th>Six-Month Annual Play Passes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All Courts:</strong></td>
<td></td>
</tr>
<tr>
<td>Resident - one adult</td>
<td>185.00 (M)</td>
</tr>
<tr>
<td>Resident - family (2 or more)</td>
<td>275.00 (M)</td>
</tr>
<tr>
<td>Resident - youth (17 or under)</td>
<td>86.00 (M)</td>
</tr>
<tr>
<td>Non-resident - one adult</td>
<td>246.00 (M)</td>
</tr>
<tr>
<td>Non-resident - family (2 or more)</td>
<td>327.00 (M)</td>
</tr>
<tr>
<td>Non-resident - youth (17 or under)</td>
<td>115.00 (M)</td>
</tr>
<tr>
<td>City employee</td>
<td>84.00 (M)</td>
</tr>
<tr>
<td>Seniors receive a $25 discount on adult price (age 65 years or older)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hard Courts Only:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident - one adult</td>
<td>84.00 (M)</td>
</tr>
<tr>
<td>Resident - family (2 or more)</td>
<td>150.00 (M)</td>
</tr>
<tr>
<td>Resident - youth (17 or under)</td>
<td>45.00 (M)</td>
</tr>
<tr>
<td>Non-resident - one adult</td>
<td>155.00 (M)</td>
</tr>
<tr>
<td>Non-resident - family (2 or more)</td>
<td>230.00 (M)</td>
</tr>
<tr>
<td>Non-resident - youth (17 or under)</td>
<td>69.00 (M)</td>
</tr>
<tr>
<td>City employee</td>
<td>51.00 (M)</td>
</tr>
<tr>
<td>Seniors receive a $25 discount on adult price (age 65 years or older)</td>
<td></td>
</tr>
</tbody>
</table>

**Annual Annual Play Passes:**

<table>
<thead>
<tr>
<th>All Courts:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident - one adult</td>
<td>336.00 (M)</td>
</tr>
<tr>
<td>Resident - family (2 or more)</td>
<td>490.00 (M)</td>
</tr>
<tr>
<td>Resident - youth (17 or under)</td>
<td>126.00 (M)</td>
</tr>
<tr>
<td>Non-resident - one adult</td>
<td>435.00 (M)</td>
</tr>
<tr>
<td>Non-resident - family (2 or more)</td>
<td>575.00 (M)</td>
</tr>
<tr>
<td>Non-resident - youth (17 or under)</td>
<td>173.00 (M)</td>
</tr>
<tr>
<td>City employee</td>
<td>144.00 (M)</td>
</tr>
<tr>
<td>Seniors receive a $25 discount on adult price (age 65 years or older)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hard Courts Only:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident - one adult</td>
<td>157.00 (M)</td>
</tr>
<tr>
<td>Resident - family (2 or more)</td>
<td>276.00 (M)</td>
</tr>
<tr>
<td>Resident - youth (17 or under)</td>
<td>69.00 (M)</td>
</tr>
<tr>
<td>Non-resident - one adult</td>
<td>252.00 (M)</td>
</tr>
<tr>
<td>Non-resident - family (2 or more)</td>
<td>374.00 (M)</td>
</tr>
<tr>
<td>Non-resident - youth (17 or under)</td>
<td>103.00 (M)</td>
</tr>
<tr>
<td>City employee</td>
<td>75.00 (M)</td>
</tr>
<tr>
<td>Seniors receive a $25 discount on adult price (age 65 years or older)</td>
<td></td>
</tr>
</tbody>
</table>

**FOR HARD COURTS:** With hard court punch card, pay additional $1.00 to upgrade to clay. With hard court membership, pay additional $2.00 to upgrade to clay courts up to six upgrades. After six upgrades, member may plan on clay only by upgrading membership to ALL COURT, 10 play punch card or clay court fee.
CITY OF WINTER PARK - FEE SCHEDULE  
Effective: May 1, 2013

TENNIS FEES (CONTINUED)

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Play Pass Fees ($1.00 off with Facility Use Card pre-tax):</td>
<td>Singles - 1 ½ hours; Doubles - 2 hours (Residents)</td>
<td>doubles - 2 hours (Residents)</td>
</tr>
<tr>
<td></td>
<td>Clay court (includes tax)</td>
<td>6.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Hard court (includes tax)</td>
<td>5.00 (M)</td>
</tr>
<tr>
<td></td>
<td>City employee:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clay court (includes tax)</td>
<td>3.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Hard court (includes tax)</td>
<td>2.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Child, non-prime time, hourly:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hard court (includes tax):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Resident</td>
<td>3.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Soft court (includes tax):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Resident</td>
<td>4.00 (M)</td>
</tr>
<tr>
<td>Tennis Passes: (10 play passes)</td>
<td>Clay courts: Pass</td>
<td>55.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Hard courts: Pass</td>
<td>45.00 (M)</td>
</tr>
<tr>
<td>Adult Tennis Programs:</td>
<td>Beginning/Intermediate, various times, four 1-hour sessions, monthly fee</td>
<td>50.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Drop in fee</td>
<td>20.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Men’s Advanced, Mondays, 7:00 – 8:30pm, four sessions, monthly fee</td>
<td>97.50 (M)</td>
</tr>
<tr>
<td></td>
<td>Drop in fee</td>
<td>30.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Various 1-hour adult non-team clinic, various times, hourly fee</td>
<td>9.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Friday night clay court round robin, 1st and 3rd Fridays, 6:30 – 8:30pm:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Members</td>
<td>0.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Non-members</td>
<td>6.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Men’s Challenge Ladder, various times:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Members (all courts)</td>
<td>0.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Non-members (clay court)</td>
<td>6.00 (M)</td>
</tr>
<tr>
<td></td>
<td>Non-members (hard court)</td>
<td>5.00 (M)</td>
</tr>
<tr>
<td>Junior Tennis Programs:</td>
<td>3-4 years old, Tues/Thurs/Sat 45 minutes, monthly fee:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 day per week</td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>2 days per week</td>
<td>85.00</td>
</tr>
<tr>
<td></td>
<td>5-15 years old, Mon-Sat, 60 minutes, one day per week</td>
<td>60.00</td>
</tr>
<tr>
<td></td>
<td>5-15 years old, Mon-Sat, 60 minutes, two days per week</td>
<td>110.00</td>
</tr>
<tr>
<td></td>
<td>5-15 years old, Mon-Sat, 60 minutes, three days per week</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td>11 years old, Tues/Thurs/Sat 60 minutes, 2 days per week</td>
<td>110.00</td>
</tr>
<tr>
<td></td>
<td>Age 10 years and under, Monday/Wednesday, monthly fee:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Junior pre tournament training, 90 minutes, three days per week</td>
<td>150.00</td>
</tr>
</tbody>
</table>
Junior Tennis Programs (continued):

After School Programs:
- Tournament Training, Tue/Wed/Thu, 4:00 – 6:00pm, monthly fee:
  - 2 days per week ................................................................. 290.00 (M)
  - 3 days per week ............................................................... 390.00 (M)
- Pre tournament Training, Tue/Thu 5:30 – 7:00 pm, monthly fee:
  - 2 days per week ................................................................. 290.00 (M)
  - 3 days per week ............................................................... 275.00 (M)
- Middle/High School Summer Camp, day/time TBD, weekly fee .......... 275.00 (M)
- Recreation Camp, day/time TBD, weekly fee ......................... 132.00-195.00 (M)
- Weekend camp, day/time TBD, daily fee .............................. 55.00 (M)
- Full time program, 5 days per week, 20 hours per week, 2 privates per week included................................. 1175.00 (M)
- 10 hours per week, two privates per week............................... 875.00 (M)
- Drop in per session ............................................................... 50.00 (M)

Other Tennis Fees:
- Private lessons, fee dependent on instructor, hourly ....................... 40.00 – 95.00 (M)
- Semi-private lessons, fee dependent on instructor, half hour .......... 40.00 – 95.00 (M)
- Group lessons, dependent on instructor, hourly ......................... 40.00 – 95.00 (M)
- Team clinic, dependent on instructor, hourly .......................... 40.00 – 95.00 (M)
- Junior tournament entry fee .................................................. 38.00 - 45.00 (M)
- League rate
  - (if at least 75% of team roster are not members of tennis center)...... 150.00, plus non-member hourly rate (M)
- Ball rental machine, hourly .................................................. 20.00 (M)
- Annual ball machine membership, per person
  - (twenty memberships available) .......................... 150.00
- Annual ball machine membership, family
  - (twenty memberships available)................................. 200.00
- Special Events
  - Member ........................................................................... 0 – 20.00 (M)
  - Non Member ................................................................. 6.00 – 30.00 (M)

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

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

Tennis Instructors must be contracted through management company
CITY OF WINTER PARK - FEE SCHEDULE  
Effective: May 1, 2013

Tournament Entry Fees: (includes tennis balls)  
Court fee (2 hour time frame, x number of courts x number of two hour time frames =  
base fee:

- First day of tournament ......................................................Base fee, less 10% (M)  
- Second day of tournament .................................................Base fee, less 25% (M)  
- Third day of tournament .....................................................Base fee, less 30% (M)  
- Fourth day of tournament ...................................................Base fee, less 35% (M)  
- Fifth day of tournament ......................................................Base fee, less 40% (M)

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

A roster is required for league and team play. 75% of roster must be members, or pay a $100  
flat fee and the hourly rates.
## CITY OF WINTER PARK - FEE SCHEDULE
**Effective: May 1, 2013**

### RECREATION FACILITY RENTAL FEES

#### AZALEA LANE RECREATION CENTER - Meeting room: (20% discount off regular fee for residents)

- **East Room (30’ x 30’):**
  - Hourly: **$50.00 (M)**
  - Deposit: **$100.00 (M)**
  - Continuous user (hourly): **$40.00 (M)**

- **West Room (30’ x 50’):**
  - Hourly: **$70.00 (M)**
  - Deposit: **$100.00 (M)**
  - Continuous user (hourly): **$50.00 (M)**

#### CIVIC CENTER: (20% discount off regular fee for residents)

- **Continuous Users (at least 6 times in 6 months):**
  - **Ballroom:**
    - Hourly: **$100.00 (M)**
    - Deposit: **$300.00 (M)**
  - **Meeting Rooms:**
    - Hourly: **$45.00 (M)**
    - Deposit: **$200.00 (M)**
  - **Kitchen:** (set up fee and deposit are not applicable)
    - Hourly: **$45.00 (M)**

- **One Time Users:**
  - **Ballroom:**
    - Hourly: **$160.00 (M)**
    - Deposit: **$400.00 (M)**
  - **Meeting Rooms:**
    - Hourly: **$70.00 (M)**
    - Deposit: **$200.00 (M)**
  - **Patio:**
    - Hourly: **$100.00 (M)**
    - Deposit: **$100.00 (M)**
  - **Kitchen:** (set up fee and deposits are not applicable)
    - Hourly: **$70.00 (M)**

- **Ballroom and kitchen:**
  - Fridays and Saturdays (11:00 am – midnight): **$2,000.00 (M)**
  - Deposit: **$500.00 (M)**

- **Entire building for a full day:**
  - Fridays and Saturdays (11:00 am – midnight): **$2,800.00 (M)**
  - Deposit: **$500.00 (M)**

**Cancellation Fee, Civic Center only:**
- Cancellation for any reason: **Full deposit retention**
COMMUNITY CENTER:
City resident/employee discount off regular rental fee ........................................... 20%
CRA district resident discount off regular rental fee ............................................... 25%
Non-profit organization discount off regular rental fee ........................................... 30%

Continuous User:
Small room, A or B or senior room, hourly .......................................................... 45.00 (M)
Large room, C or D, hourly ................................................................................... 65.00 (M)
Ballroom; A, B, C and D combined, hourly ........................................................... 200.00 (M)
Rooms C, D and kitchen combined, hourly ........................................................... 150.00 (M)
Ballroom and kitchen combined, hourly ............................................................... 225.00 (M)
Kitchen, hourly ..................................................................................................... 30.00 (M)
Amphitheater (outdoor stage), hourly ................................................................. 50.00 (M)
Gymnasium:
  Half of gym, hourly ........................................................................................... 40.00 (M)
  Entire gym, hourly ............................................................................................ 100.00 (M)
Deposit (each meeting room/amphitheater, kitchen) .......................................... 100.00 (M)

One Time User:
Small room, A or B or senior room, hourly .......................................................... 60.00 (M)
Large room, C or D, hourly ................................................................................... 90.00 (M)
Ballroom; A, B, C and D combined, hourly ........................................................... 250.00 (M)
Rooms C, D and kitchen combined, hourly ........................................................... 200.00 (M)
  4:00 pm to midnight, Friday, Saturday, Sunday ............................................. 1,200.00 (M)
Ballroom and kitchen combined, hourly ............................................................... 300.00 (M)
  4:00 pm to midnight, Friday, Saturday, Sunday ............................................. 1,500.00 (M)
Rooms C and D, hourly ......................................................................................... 170.00 (M)
Ballroom, kitchen 4:00 pm to midnight with 2 hour amphitheater ............... 1,600.00 (M)
Kitchen, hourly ..................................................................................................... 50.00 (M)
Early start fee (events requiring building access before 7:00 am) ............ 50.00 (C)
Early set up fee ................................................................................................. 150.00 (M)

Amphitheater (outdoor stage):
  Two hours .......................................................................................................... 175.00 (M)
  Six hours ............................................................................................................ 500.00 (M)
Gymnasium:
  Half of gym, hourly ........................................................................................... 50.00 (M)
  Entire gym, hourly ............................................................................................ 125.00 (M)
Deposit:
  Each meeting room/amphitheater, kitchen ..................................................... 100.00 (M)
  Ballroom A, B, C and D combined ................................................................. 400.00 (M)
Unscheduled time premium over regular rate, hourly ........................... 15.00 (M)
RECREATION FACILITY RENTAL FEES (CONTINUED)

COUNTRY CLUB (20% discount off regular fee for residents):

Continuous User:

Ballroom:

Hourly ..................................................................................................... 70.00 (M)
Deposit ................................................................................................. 100.00 (M)

Club lounge:

Hourly ..................................................................................................... 70.00 (M)
Deposit ................................................................................................. 100.00 (M)

Full building:

Hourly ..................................................................................................... 110.00 (M)
Deposit ................................................................................................. 200.00 (M)

One Time User - (Friday and Saturday)

6 p.m. to 12 midnight ............................................................................ 900.00 (M)
Deposit ................................................................................................. 250.00 (M)

One Time User - Hourly: (Sunday through Thursday)

Ballroom (hourly) .................................................................................... 100.00 (M)
Club lounge (hourly) ............................................................................... 100.00 (M)
Full building (hourly) ........................................................................... 140.00 (M)
Deposit (per room) ............................................................................... 250.00 (M)

FARMER’S MARKET:

Saturday Market:

12’ x 10’ space Outside without electricity (per week) ...................... 21.00 (M)
   Additional 6 feet (per week) .............................................................. 12.00 (M)
12’ x 10’ space outside with electricity (per week) ......................... 25.00 (M)
   Additional 6 feet with electricity (per week) .................................. 15.00 (M)
12’ x 10’ inside space without electricity (per week) ....................... 27.00 (M)
12’ x 10’ inside space with electricity (per week) ......................... 30.00 (M)

Part-Time Vendor Fees:

12’ x 10’ Outdoor space without electricity (per week) ............... 31.00 (M)
   Additional 6 feet without electricity (per week) ......................... 22.00 (M)
12’ x 10’ Outside space with Electricity (per week) .................... 35.00 (M)
   Additional 6 feet with electricity (per week) ............................. 25.00 (M)
12’ x 10’ inside space without electricity (per week) .................... 37.00 (M)
12’ x 10’ inside space with electricity (per week) ...................... 40.00 (M)
Vendor’s deposit .................................................................................. 50.00 (M)

Building Rental: (20% discount off regular fee for residents):

Continuous User - Hourly: (Sunday through Thursday), hourly .......... 70.00 (M)

One Time User:

Hourly ................................................................................................. 140.00 (M)

Entire Building

6:00 p.m. to midnight, Fri. and Sat. (set time 4:00 pm – 6:00 pm) ... 1,300.00 (M)
Parking Lot - in addition to building rental ................................... 350.00 (M)
Deposit ................................................................................................. 300.00 (M)
LAKE ISLAND RECREATION CENTER - Meeting room:

Daily rate, Monday - Friday ................................................................. 400.00 (M)
Weekly rate, Monday – Friday, 8:00am – 5:00 pm ............................ 500.00 (M)
Continuous User:
   Hourly ............................................................................................ 50.00 (M)
   Deposit .......................................................................................... 200.00 (M)
One Time User:
   Hourly ............................................................................................ 80.00 (M)
   Deposit .......................................................................................... 200.00 (M)

Winter Park Welcome Center:

Winter Park Community Foundation Room
(includes catering kitchen, restrooms and outdoor patio):
   Weekday for 1 – 4 hours, per hour ................................................... 70.00 (M)
   Weekday for over 4 hours, per hour ............................................. 60.00 (M)
   Series of 4 or more rentals for 1 - 4 hours, per hour ................. 60.00 (M)
   Series of 4 or more rentals for over 4 hours, per hour ............... 50.00 (M)
   Weekend (all day) ................................................................. 500.00 (M)

Note: rental rates can be reduced by 50% for one half of room

Entire First Floor (includes Galloway Foundation gallery, Welcome gallery and Winter Park Health Foundation Community Room):
   Weekday (until 6:00 pm) ................................................................. not available
   Weekday (after 6:00 pm), per hour .............................................. 90.00 (M)
   Weekend (all day) ........................................................................ 750.00 (M)
   Fire marshal, required to be on site for events hosting over 90 people, per hour ................................................................. 25.00 (M)

Additional one-time fees:
   Cleaning (for events over 4 hours) .................. 30.00 (M)
   Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour ... 20.00 (M)
   Staffing (weekends), per hour .............................. 25.00 (M)

Gallery display use deposit .............................................................. 100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than thirty days in advance) ...................................................... 25.00 (M)
DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% resident discount):
   Small Pavilion:
      Full day ................................................................. 50.00 (M)
      Half day ................................................................. 30.00 (M)

Central Park:
   Group Events:
      Small events (less than 400 people) ...................... 550.00 (M)
      Large events (400 – 2,000 people) ...................... 1,650.00 (M)
      Significant events 2,001 + people ...................... 2,750.00 (M)
      Rose Garden wedding .................................... 200.00 (M)
      Deposit ......................................................... 100.00 (M)

Central Park West Meadows:
   Group Events (fee is doubled for functions charging admission):
      Small events (less than 400 people) ...................... 550.00 (M)
      Large events (400 – 2,000 people) ...................... 1,650.00 (M)
      Significant events 2,001 + people ...................... 2,750.00 (M)

Mead Garden:
   Group Events:
      Small events (less than 400 people) ...................... 550.00 (M)
      Large events (400 – 2,000 people) ...................... 1,650.00 (M)
      Significant events 2,001 + people ...................... 2,750.00 (M)
      Amphitheater (two hours) .............................. 225.00 (M)
      Deposit ......................................................... 100.00 (M)

   Large Pavilion (20% resident discount):
      Full day ................................................................. 90.00 (M)
      Half day (open to noon or 2 pm to close) ............ 60.00 (M)

Fleet Peeples Park:
   Group Events:
      Small events (less than 400 people) ...................... 550.00 (M)
      Large events (400 – 2,000 people) ...................... 1,650.00 (M)
      Significant events 2,001 + people ...................... 2,750.00 (M)

   Large Pavilion (20% resident discount):
      Full day ................................................................. 90.00 (M)
      Half day (open to noon or 2 pm to close) ............ 60.00 (M)

   Small Pavilion (20% resident discount):
      Full day ................................................................. 50.00 (M)
      Half day (open to noon or 2 pm to close) ............ 30.00 (M)
### Lake Island Park:

**Group Events:**
- Small events (less than 400 people) ...................................................... 550.00 (M)
- Large events (400 – 2,000 people) ..................................................... 1,650.00 (M)
- Significant events 2,001 + people ....................................................... 2,750.00 (M)

**Community Playground pavilion (20% resident discount):**
- Full day ..................................................................................................... 90.00 (M)
- Half day (open from noon or 2 pm to close) ............................................. 60.00 (M)

### Ward Park:
- Large Pavilion (20% resident discount):
  - Full day ..................................................................................................... 90.00 (M)
  - Half day (open to noon or 2 pm to close) ................................................. 60.00 (M)

### Howell Branch Preserve:
- **Group Events:**
  - Small events (less than 400 people) ...................................................... 550.00 (M)
- **Large Pavilion (20% resident discount):**
  - Full day ..................................................................................................... 90.00 (M)
  - Half day (open to noon or 2 pm to close) ................................................. 60.00 (M)
- **Observation Deck and Tables:**
  - Full day ..................................................................................................... 50.00 (M)
  - Half Day (open to noon or 2pm to close) ................................................. 30.00 (M)

### Dinky Dock Park:
- **Group Events:**
  - Small events (event size limited to 200 people or less) ......................... 550.00 (M)

### Cady Way Park:
- **Group Events:**
  - Small events (less than 400 people) ...................................................... 550.00 (M)
  - Large events (400 – 2,000 people) ..................................................... 1,650.00 (M)

### Shady Park:
- **Group Events:**
  - Small events (less than 400 people) ...................................................... 550.00 (M)
  - Large events (400 – 2,000 people) ..................................................... 1,650.00 (M)
- **Picnic area:**
  - Full day ..................................................................................................... 50.00 (M)
  - Half day (open to noon or 2:00 pm to close) ............................................ 30.00 (M)

### Phelps Park:
- **Group Events:**
  - Small events (less than 400 people) ...................................................... 550.00 (M)
- **Pavilion Rental (2)(20% resident discount):**
  - Full day ..................................................................................................... 90.00 (M)
  - Half day (open to noon or 2:00 pm to close) ............................................ 60.00 (M)
CITY OF WINTER PARK - FEE SCHEDULE
Effective: May 1, 2013

PARK FEES (CONTINUED)

Kraft Azalea Garden:
  Group events:
    Small events (less than 400 people) ...................................................... 550.00 (M)
    Exedra area wedding ................................................................. 200.00 (M)
    Exedra area wedding deposit .......................................................... 100.00 (M)

Violation of dog ordinance:
  1st offense .................................................................................. 50.00 (M)
  2nd offense ................................................................................. 100.00 (M)

Park business permit (monthly):
  Twenty attendees or less .............................................................. 25.00 (M)
  Over twenty attendees ................................................................. 100.00 (M)
## CITY OF WINTER PARK - FEE SCHEDULE

**Effective: May 1, 2013**

### SPECIAL EVENT AND MISCELLANEOUS FEES

<table>
<thead>
<tr>
<th>MISCELLANEOUS CHARGES:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Inflatables/bounce house permit fee</td>
<td>25.00 (M)</td>
</tr>
<tr>
<td>Building and Pavilion Holiday Rate</td>
<td>Time and ½ Regular (M)</td>
</tr>
<tr>
<td>Facility rental building late payment fee</td>
<td>5% of balance due (M)</td>
</tr>
<tr>
<td>Special event application fee</td>
<td>50.00 (M)</td>
</tr>
<tr>
<td>Parks Alcohol Usage Request Application Fee (non-refundable)</td>
<td>50.00 (M)</td>
</tr>
<tr>
<td>Field rental storage, approximately 100 sq. ft. monthly</td>
<td>100.00 (M)</td>
</tr>
<tr>
<td>Sat Market Tables, each (round and rectangular, inside use only)</td>
<td>8.00 (M)</td>
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<tr>
<td>LCD projector and screen</td>
<td>50.00 (M)</td>
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<tr>
<td>Wireless microphone</td>
<td>50.00 (M)</td>
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<tr>
<td>Portable stage</td>
<td>100.00 (M)</td>
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<tr>
<td>Scoreboard renter per day, Community Center gymnasium:</td>
<td></td>
</tr>
<tr>
<td>One scoreboard</td>
<td>$20.00 (M)</td>
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<tr>
<td>Both scoreboards</td>
<td>$30.00 (M)</td>
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<tr>
<td>Staffing (per hour)</td>
<td>21.00 (M)</td>
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<tr>
<td>Planning, Delivery, Setup, Pick up (per hour)</td>
<td>21.00 (M)</td>
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<tr>
<td>Transport Charge/Delivery Pickup</td>
<td>30.00 (M)</td>
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<tr>
<td>Crowd control fencing (per 200 feet)</td>
<td>150.00 (M)</td>
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<tr>
<td>Special event trailer with tables and chairs</td>
<td>300.00 (M)</td>
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<tr>
<td>Equipment Rental - Per Event:</td>
<td></td>
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<tr>
<td>Banquet tables (each, off site events only)</td>
<td>5.00 (M)</td>
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<tr>
<td>Folding chairs (each)</td>
<td>2.00 (M)</td>
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<tr>
<td>Podium (each)</td>
<td>20.00 (M)</td>
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<tr>
<td>Portable public address system</td>
<td>50.00 (M)</td>
</tr>
<tr>
<td>Risers 3’ x 8’ (each)</td>
<td>40.00 (M)</td>
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<tr>
<td>Riser skirts (each)</td>
<td>10.00 (M)</td>
</tr>
<tr>
<td>Table skirts (each)</td>
<td>15.00 (M)</td>
</tr>
<tr>
<td>Tent 20’ x 40’</td>
<td>375.00 (M)</td>
</tr>
<tr>
<td>Tent 10’ x 10’</td>
<td>50.00 (M)</td>
</tr>
<tr>
<td>Tent 10’ x 10’ Fire Rated 701</td>
<td>80.00 (M)</td>
</tr>
</tbody>
</table>
Banner hanging fees:
- North Park Avenue (Morse to Webster, 17 poles) ........................................ 510.00 (M)
- South Park Avenue (Fairbanks to Morse, 16 poles) ................................ 480.00 (M)
- East Morse Boulevard (17-92 to Pennsylvania, 10 double sided poles) .. 600.00 (M)
- West Morse Boulevard (Pennsylvania to Interlachen, 11 double sided poles) ........................................ 660.00 (M)
- New England Avenue (New York to Hannibal Square West) ............... 480.00 (M)
- Pennsylvania Avenue (Lyman to Israel Simpson Court) ......................... 780.00 (M)
- North Orange Avenue (Fairbanks to Minnesota), 20 poles .................... 600.00 (M)
- South Orange Avenue (Denning Drive to 17-92, 20 poles) .................... 600.00 (M)

Cancellation Fees:
- Pavilions and Fields (no deposit is required):
  - Cancellation with less than 14 days notice ........................................... No refund (M)
  - Cancellation with 14-30 days notice .................................................. Retain 50% of rental fee (M)
  - Cancellation with 30-90 days notice .................................................. Retain 25% of rental fee (M)
  - Cancellation with over 90 days notice ................................................. $20 processing fee (M)
- Buildings*, amphitheater, park rentals (deposit is required):
  - Cancellation with less than 30 days notice .................................... Retain 100% of rental fee (M)
  - Cancellation with 30-60 days notice ................................................. Retain deposit (M)
  - Cancellation with 60-90 days notice ................................................ Retain 50% of deposit (M)
  - Cancellation with over 90 days notice ................................................. $20 processing fee (M)

* Except Civic Center

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

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