



City Commission Regular Meeting

Agenda

October 27, 2021 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

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

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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).

please note

Times are projected and subject to change.

1. Meeting Called to Order**2. Invocation**

- a. [Pastor Bruce Mayhew, Gateway Church](#) 1 minute

Pledge of Allegiance**3. Approval of Agenda****4. Mayor Report****5. City Manager Report**

- a. [Meet Your Department: Fire Department](#) 10 minutes
 b. [City Manager's Report](#) 5 minutes

6. City Attorney Report**7. Non-Action Items**

- a. [Appointments to the Lake Killarney Advisory Board \(Mayor Anderson and Commissioner Cooper\)](#) 1 minute
 b. [Discussion of appointments to Orange Avenue Overlay Architectural Review Board.](#) 10 minutes
 c. [Discussion of the Mission of Economic Development Advisory Board.](#) 20 minutes

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

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)

(Three minutes are allowed for each speaker)

9. Consent Agenda

- a. [Approve the minutes of the regular meeting, October 13, 2021](#) 1 minute
 b. [Approve the minutes of the work session, October 14, 2021](#) 1 minute
 c. [Approve the following purchase:](#) 1 minute
 1. Superior, LLC - Sungard HTE Annual Support; Amount \$112,225.03 for support and maintenance of the NaviLine system.
 d. [Approve the following contracts:](#) 1 minute
 1. Power Engineers, Inc. - Renewal of RFQ-18-2018 -

- Professional Engineering Services to Design Underground Conversion of Power Lines; Amount: \$150,000 for services on an as needed basis during the term of the Agreement.
2. HDD of Florida - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; Amount: \$3,080,000 for services on an as needed basis during the term of the Agreement.
 3. Cathcart Construction Company - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; Amount: \$82,000 for services on an as needed basis during the term of the Agreement.
 4. Heart Utilities of Jacksonville - Renewal of RFP10-19 - Electric Utility Installation & Maintenance; Amount: \$2,860,000 for services on an as needed basis during the term of the Agreement.
 5. High Performance Sports Management - Renewal of RFP17-18 - Tennis Programming & Instructional Services; Amount: \$450,000 for services on an as needed basis during the term of the Agreement.
 6. Brown & Brown of Florida, Inc. - Renewal of RFP22-18 - Insurance Agent/Broker of Record; Amount: \$1,100,000; All City insurance premium payments are processed directly through Brown & Brown of Florida.
 7. A Budget Tree Service Inc. - ITN23-18 - Vegetation Management Services; Amount: \$700,000 for services on an as needed basis during the term of the Agreement.
- e. [Approve the following piggyback contracts:](#) 1 minute
1. CDW Government - Sourcewell Contract #081419-CDW - Technology Catalog Solutions; For services on an as-needed basis during the term of the Agreement, contract term through November 1, 2023; Amount: \$275,000
 2. ABM Industry Groups, LLC - Pasco County Contract #IFB-TB-16-131 - Janitorial Services & Equipment; For services on an as-needed basis during the term of the Agreement, contract term through March 1, 2023; Amount: \$330,000
- f. [Approve 180-day extension of the Broadband and Smart City Ad-Hoc Committee.](#) 1 minute
- g. [Allocate \\$250,000 of ARPA funds for Cybersecurity enhancements.](#) 1 minute

10. Action Items Requiring Discussion

11. Public Hearings

- | | | |
|----|---|------------|
| a. | Resolution and request by Rodie Washington to designate the property at 890 Carver Street built in 1954 to the Winter Park Register of Historic Places. | 5 minutes |
| b. | Resolution and request by M. Christina Delk to designate the property at 424 and 422 Henkel Circle built in 1915 and 1935 to the Winter Park Register of Historic Places. | 5 minutes |
| c. | Ordinance amending section 58-89 of the City Code concerning zoning changes and amendments; adding a subsection concerning superseding clauses within zoning code text amendments and clarifying provisions relating to persons who may make applications for zoning text and map amendments. (1st Reading) | 5 minutes |
| d. | Ordinance (2nd reading) authorizing the Lease Agreement with Winter Park Public Library Association and approval of the Operating & Funding Agreement with the Winter Park Public Library. | 20 minutes |
| e. | Ordinance - Amending adopted FY21 Budget (1st Reading) | 2 minutes |

12. City Commission Reports

13. Summary of Meeting Actions

14. Adjournment



City Commission

agenda item

item type Invocation	meeting date October 27, 2021
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Pastor Bruce Mayhew, Gateway Church

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date October 27, 2021
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Meet Your Department: Fire Department

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date October 27, 2021
prepared by Jennifer Guittard	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

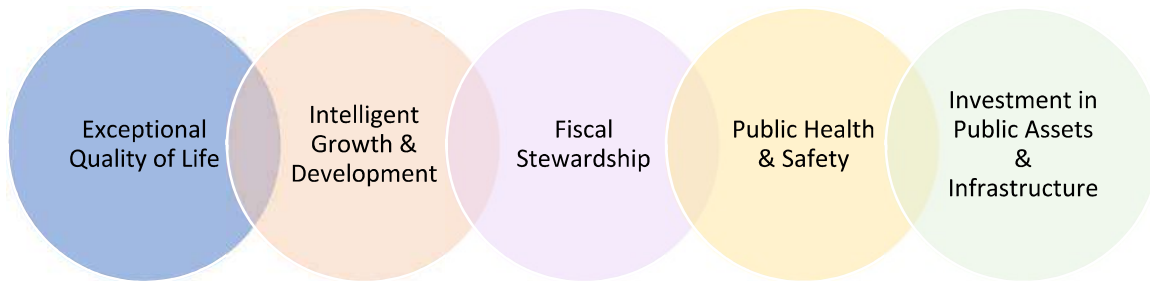
[90Day Report 10.27.21.pdf](#)



90-Day Report

This outline provides a timetable for issues and items that are planned to come before the commission over the next three months as well as the status of initiatives that do not have any determined completion date. These are estimates and will be updated on a monthly basis.

City of Winter Park Strategic Objectives



Upcoming Commission Items

Title 1: Intelligent Growth & Development

Item	Description	Item Department	Item Date
Meet your Department Presentation	The Planning & Transportation Department will present their video to increase awareness of the various city services their department provides.	Planning & Transportation	Nov

Dec Planning Public Hearings	REQUEST OF WINTER PARK CHRISTIAN CHURCH FOR: CONDITIONAL USE APPROVAL TO BUILD A NEW REPLACEMENT CHURCH FACILITY ON THE LAKEFRONT FRONTAGE AT 740/760 N. LAKEMENT AVENUE, ZONED R-1A. REQUEST OF CREATIVE NEIGHBORS LLC FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I, "COMPREHENSIVE PLAN" TO AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TEXT AND FUTURE LAND USE MAP TO PROVIDE FOR THE DEVELOPMENT OF THE EAST/REAR 5.25 ACRES OF 740/760 N. LAKEMENT AVENUE WITH A NEW RESIDENTIAL DEVELOPMENT CONSISTING OF 13 SINGLE FAMILY HOMES AND 12 TOWNHOUSES WITH A COLLECTIVE FAR OF 47.2% AND TO CHANGE THE FUTURE LAND USE MAP DESIGNATION OF INSTITUTIONAL TO SINGLE FAMILY RESIDENTIAL. REQUEST OF CREATIVE NEIGHBORS LLC FOR: 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 FROM SINGLE FAMILY (R-1A) ZONING TO PLANNED UNIT RESIDENTIAL DISTRICT (PURD) ZONING ON THE EAST/REAR 5.25 ACRES OF 740/760 N. LAKEMENT AVENUE. REQUEST OF CREATIVE NEIGHBORS LLC FOR: APPROVAL OF THE PRELIMINARY CONCEPT PLAN AND THE COMPREHENSIVE DEVELOPMENT PLAN OF THE PLANNED UNIT RESIDENTIAL DISTRICT ZONING ON THE EAST/REAR 5.25 ACRES OF 740/760 N. LAKEMENT AVENUE TO ALLOW THE DEVELOPMENT OF 13 SINGLE FAMILY HOMES AND 12 TOWNHOUSES.	Planning & Transportation	Dec
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Item	Description	Item Department	Item Date
	REQUEST OF CREATIVE NEIGHBORS LLC FOR: SUBDIVISION PLAT APPROVAL TO DIVIDE THE EAST/REAR 5.25 ACRES OF 740/760 N. LAKEMONT AVENUE TO PROVIDE FOR 13 SINGLE FAMILY HOME LOTS AND 12 TOWNHOUSE LOTS, COMMON AREA PARK AND RETENTION TRACTS ALONG WITH THE DEDICATION OF REQUIRED PUBLIC STREETS AND EASEMENTS.		
Meet your Department Presentation: Police	The Police Department will present their video to increase awareness of the various city services their department provides.	Police	Dec
Historic Rehab Grant	The Staff and Mr. Shapiro are meeting to discuss other exterior repair work that may be necessary, at property 1565 Orange Avenue, to bring alternatives back to the City Commission.	Planning & Transportation	Dec
Multi-Modal Transportation Impact Fee	Public Hearing of proposed Multi-Modal Transportation Impact Fee. If approved and adopted it would require new development to fund infrastructure necessitated by new growth.	Planning & Transportation	Dec
Meet your Department Presentation	The Administration Department will present their video to increase awareness of the various city services their department provides.	Administration	Jan

Additional Items of City Interest

Title 2: Exceptional Quality of Life

Item	Description	Item Department
Library & Events Center	One more walk through took place on October 19th to be sure any outstanding items are on the list to be addressed by the Contractor. Event center staff is moving in this week and furniture and fixtures are being delivered daily. Library books will be packed week of November 2nd and moved week of November 8th. Final touches are in progress.	Public Works

Title 3: Intelligent Growth & Development

Item	Description	Item Department
Sustainability Plan	Beginning in November 2020, the Keep Winter Park Beautiful & Sustainable Board (KWPB&S) held joint work sessions with several city advisory boards to review the elements of the current Sustainability Action Plan (SAP). These boards included the Transportation, Tree Preservation, Parks & Recreation, Lakes & Waterways, Planning & Zoning, and Utility advisory boards. Since then, the Sustainability team and KWPB&S members have consolidated the feedback provided by the boards into a new draft SAP document. Between July through October, city staff returned to these boards, as well Economic Development and Board of Adjustments for final edits. The KWPB&S approved draft will be presented to the Commission for review at the October 28, 2021 Work Session.	Sustainability & Planning

Title 4: Investment in Public Assets & Infrastructure

Item	Description	Item Department
Electric Undergrounding	Miles of Undergrounding performed Project G: 4.1 miles 99% complete Project J: 1.9 miles 1% complete Reliability project Q: 1.85 miles 65% complete Project R: 4.31 miles (22% complete) Commission approved advancement TOTAL FY 2021: 8.1 miles	Electric

Upcoming Advisory Board Meetings

This report provides a summary of upcoming board meetings currently scheduled on the calendar for the next month.

Additional information relating to all of the City's boards such as meeting schedules, agendas, minutes, and board membership can be located on the City website at: <https://cityofwinterpark.org/government/boards/>

November Board Meetings

Advisory Board	Meeting Date	Meeting Time
Civil Service Board	11/2/21	4 p.m.
Planning & Zoning Board	11/2/21	6 p.m.
Winter Park Police Officers' Pension Board	11/4/21	4 p.m.
Winter Park Firefighters' Pension Board	11/4/21	6 p.m.
Economic Development Advisory Board	11/9/21	8:15 a.m.
Lakes & Waterways Advisory Board	11/9/21	Noon
Public Art Advisory Board	11/15/21	Noon
Transportation Advisory Board	11/15/21	4 p.m.
Keep Winter Park Beautiful & Sustainable	11/16/21	2 p.m.
Board of Adjustments	11/16/21	5 p.m.
Parks & Recreation Advisory Board	11/17/21	5:30 p.m.
Tree Preservation Board	11/23/21	5 p.m.

Upcoming Work Sessions

This report provides a summary of upcoming work sessions currently scheduled on the calendar for the next three months.

Work Sessions	Meeting Date	Meeting Time
City Commission Work Session	10/28/21	1 p.m.
City Commission Work Session	11/11/21	1 p.m.
Joint Work Session with P&Z	11/17/21	6 p.m.
Planning & Zoning Board Work Session	11/23/21	Noon
City Commission Work Session	12/8/21	1:00 p.m.



City Commission **agenda item**

item type Non-Action Items	meeting date October 27, 2021
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Appointments to the Lake Killarney Advisory Board (Mayor Anderson and Commissioner Cooper)

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Non-Action Items	meeting date October 27, 2021
prepared by Jeffrey Briggs	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Discussion of appointments to Orange Avenue Overlay Architectural Review Board.

motion / recommendation

As determined by the City Commission.

background

Below is the section of the proposed Orange Avenue Overlay Code that discusses the OAO Appearance Review Advisory Board. With only 5 members on this city board, it will differ from the other advisory board standard of 7 members and as a result there must be an alternate method of deciding how to make appointments (such as one for each mayor/commissioner) and then who must appoint the architects and who must appoint the other landscape architect/planner/engineer.

Sec. 2-72. - Orange Avenue Overlay Appearance Review Advisory Board

Pursuant to the authority of the city commission, there is established within the City of Winter Park, an Orange Avenue Overlay (OAO) appearance review advisory board, subject to the following provisions:

(1) *Membership.* There shall be five (5) voting members of the OAO appearance review advisory board. Three of the five members of the board shall be licensed architects. Two of the five members of the board shall have or be retired from the following vocations: professional land planner, licensed landscape architect, or licensed professional engineer. The Mayor and the City Commissioners shall each have one appointment to the membership of the OAO appearance review advisory board. Given vocational requirements of board membership, residency within the city is preferred, but not a mandatory requirement for appointment to and service as a member of the OAO appearance review advisory board. Except as otherwise provided in this section, the procedures for appointment and removal of members to OAO appearance review advisory board will be in accordance with division 2 of this article.

(2) *Advisory board functions and responsibility.* The OAO appearance review advisory board is an advisory board that is to review and make comments and recommendations on architectural details for proposed development projects as and when specified in the City's land development regulations. In making its comments and recommendations, the OAO appearance review advisory board should consider applicable City adopted architectural guidelines or standards. The comments and recommendations of board are to be transmitted to the Building Official, Director of Planning and Transportation, Planning and Zoning Board and City Commission for consideration in rendering their respective recommendations and/or decisions on the applicable development project.

(3) *Procedures.* Except as otherwise provided in this section or in the land development regulations governing the OAO appearance review advisory board, the procedures and rules for the operation of the OAO appearance review advisory board will be in accordance with the provisions of division 2 of this article.

alternatives / other considerations

fiscal impact



City Commission agenda item

item type Non-Action Items	meeting date October 27, 2021
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Intelligent Growth & Development Quality of Life	

subject

Discussion of the Mission of Economic Development Advisory Board.

motion / recommendation

background

The Economic Development Advisory Board (EDAB) is made up of business professionals from diverse fields of industry and experience, offering a one-stop shop for intellectual capacity to tackle issues and discuss high-level problems facing the city. Traditionally, the role of EDAB has been fluid with case-by-case assignments from the Commission. Past projects have been self-guided and largely centered around data collection and dissemination. They have also weighed in on policy and projects including parking code language, and business retention and recruitment incentives. The code governing their purview is extremely broad and offers up substantial flexibility of purpose:

"The economic development advisory board is an advisory board and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the city commission concerning economic development. The economic development advisory board shall have no adjudicatory or enforcement authority."

The board has spent the last few months building a Strategic Outline with city staff to help guide short and mid-term action that would take advantage of one-time ARPA fund allocations to help position the city to be on a more robust economic footing. These include the regular collection and commissioning of data relevant to the economic health of the city, quarterly economic development reports, a business welcome and

information packet, a revamped website interface, and programmatic elements. These programmatic elements are currently being fleshed out with the board and will be considered over the next couple of months, but initial thoughts include: performing industry gap analysis work to determine the missing components of the macro economy. Using those results to create targeted recruitment programs (such as the former Qualified Target Industry (QTI), Target Industry Enhancement (TIE), and others) that would then incentivize the location of those tenants and businesses to Winter Park. Expanding the CRA's successful Business Façade Matching Grant Program city-wide using ARPA funds so that businesses rebuilding from the pandemic can improve the physical appearance of properties and support the tax base. Work with regional and local partners on event mix and educational training initiatives, including roundtables on how to start a small business, using ecommerce, setting up an at-home business (cottage industry), or for larger organizations, getting connected with trade connections and import/export assistance.

Staff has already worked with EDAB to provide immediate economic support through hosting music in the park, enhanced street cleanings, investing in technology enhancements including real time availability of parking (Park Place Garage on Canton) and foot traffic counters to assist in the evaluation of peak and off-peak exchanges with the public.

EDAB serves as an excellent source for discussion of high-level business related decisions. In past City Commissions, task forces were set up to discuss the options for specific projects or problems, such as the Old Library Task Force, the original Fiber Task Force, the Golf Course Task Force, Park Avenue Task Force (Business Improvement District), and the Cultural Task Force (Enzian relocation). EDAB may offer an excellent “first blush” opportunity for feedback and thoughts to help guide any decision making that the Commission could use for advice. Upcoming issues like the Swoope NOD, the Post Office location search, and the continued discussions over the scope of a possible solicitation for the Old Library site, could all be areas the board could weigh in on. This would give that qualified body significant work that doesn't fit in the box of Planning & Zoning or in the Parks Board territory but has to do with the efficient use of city assets.

alternatives / other considerations

fiscal impact

Approximately \$500k has been allocated in ARPA funds for business and economic recovery related support. A portion of this is being used to implement holiday related initiatives, with the remainder ideally reserved to implement the programmatic elements being developed by the board.

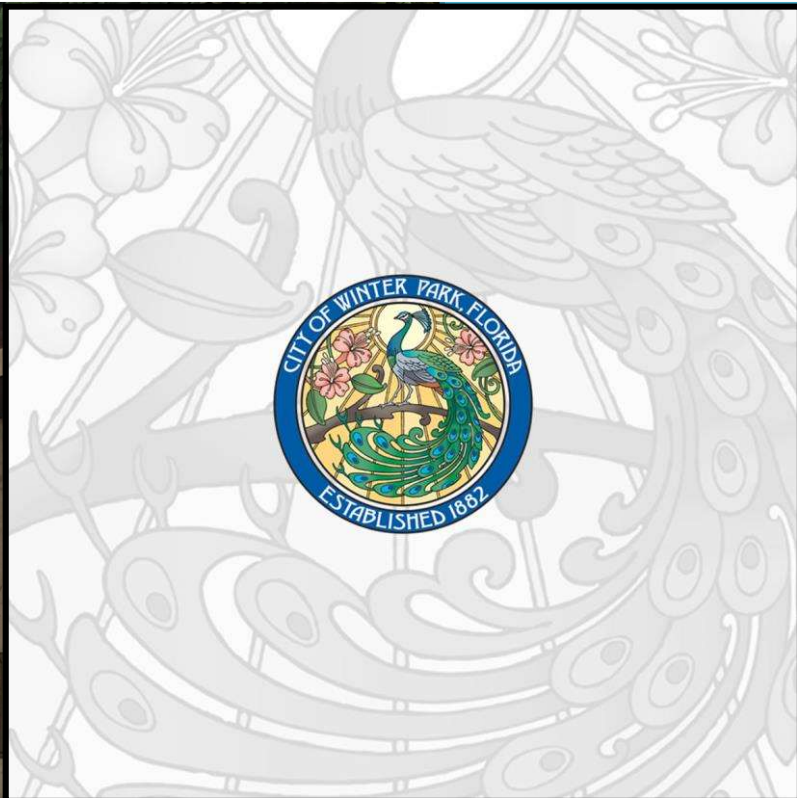
ATTACHMENTS:

[3a - 2021 EDAB Strategies Action Plan.pdf](#)



2020-21

Economic Development Advisory Board Strategies & Action Plan



Economic Development/CRA Division
September 2021

**Office of City Manager**

Randy Knight
City Manager

Michelle Del Valle
Assistant City Manager

Office of Management and Budget

Peter Moore
Division Director

Economic Development/CRA

Kyle Dudgeon
Assistant Director

Economic Development Advisory Board Members

Chair: Bill Segal
Vice Chair: Drew Madsen
Michael Dick
Ginny Enstad
Betsy Gardner-Eckbert
Sarah Grafton
Tracy Liffey

Please direct comments to:
Economic Development/CRA Division
Phone: 407-599-3217

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Executive Summary

Over the past 18 months, the City of Winter Park has worked diligently to mitigate the effects of the pandemic installing a myriad of programs to safely and effectively improve business conditions. This was in large part due to the efforts of the Economic Recovery Task Force (ERTF), a body of residents, nonprofits, and business owners guided in partnership with the City and Chamber of Commerce. From inception on August 12, 2020 through their final report on April 28, 2021, included was a recommendation that this work be continued by the city's Economic Development Advisory Board (EDAB). Since that time, EDAB largely focused its monthly meetings on establishing a framework to create impactful and operationally effective strategies to further vitality within the community. The ultimate objective is to provide pragmatic approaches to the city's ongoing efforts to ensure a positive business environment which overlaps with its quality of life and authentic experience.

The 2021 Strategies & Action Plan sets the stage for more detailed work to come. As a cornerstone, it outlines the targeted approaches staff will undertake with guidance from the board. Without this agreed upon direction, measuring benchmarks and success can become inconsistent and malleable over time. Through a collaborative process, the plan has four focus areas:

- ❖ Advising on Industry Trends
- ❖ Maintain a Healthy Downtown Core
- ❖ Enable Retention and Recruitment Opportunities
- ❖ Facilitation & Ombudsmanship

These four areas, as described in the pages below, discuss program development, project implementation, and call for a strengthening of knowledge base. Each item will be vetted to EDAB for consideration and approval. In select circumstances, items may also be vetted by the City Commission, particularly for funding considerations. It should be inferred that each program will be suspect to annual review and benchmarking.

The Plan has also been formatted to be cognizant of other relevant plans including the city's Comprehensive Plan, Sustainability Action Plan, and Vision Plan.

Plan Development Process

It is the intent of this plan to augment the success of the ERTF and provide continued direction to promote vitality within the city. It relies heavily on the involvement of many viewpoints including:

- ❖ The Economic Development Advisory Board
- ❖ Public
- ❖ Business Owners
- ❖ Stakeholders
- ❖ Staff

EDAB's initial meetings contained high level conversation regarding Winter Park economic strengths given the ERTF report and Commission feedback. This included addressing questions including, but not limited to:

- ❖ "What are the city's competitive advantages?"
- ❖ "What does Winter Park economic success look like for 2021?"
- ❖ "What role(s) does the city play in the experiential economy?"
- ❖ "How does the city ensure continued participation in its commercial areas?"
- ❖ "How is success measured?"

From these discussions staff, with consensus from the board, arrived at over 40 key phrases consistent with the questions deliberated. These phrases can be found in the Exhibit section. Goal setting was undertaken in June resulting in the formation of 'ED buckets' to frame overarching themes. Under each theme, the board discussed strategies and actions for executable deliverables moving forward. This was completed in July 2021.

The calendar (right) displays significant board discussions/decisions since March. It articulates the focus by the board to establish criteria and a framework for strategies and actions quickly but effectively. This is also seen through additional approvals and action items contemplated by the board.

EDAB Calendar



Plan Overview

This plan identifies four focus areas that the City of Winter Park should pursue to achieve its mission and desired results. The intended outcomes will support Winter Park as a competitive and attractive place to start and grow business in the Central Florida region. These actions will also improve economic opportunity and quality of life for residents.

STRATEGIES

- ❖ Advise on Industry Trends
- ❖ Maintain a Healthy Downtown Core
- ❖ Enable Retention and Recruitment Opportunities
- ❖ Facilitation & Ombudsmanship

Advise on Industry Trends

Facilitating ongoing measurements and studies provides an analytical outlet to the board, who subsequently recommend to the Commission, on the refinement of Winter Park's economic climate. The board has continued to have discussions around best definitions for economic development. Given its diverse nature, it addresses several facets of the city both quantitative and qualitative in nature. Because of this having a proxy to understand impacts, both positive and negative, becomes a fundamental tool to communicate where improvements are needed and mitigate concerns. These include elements such as development reports, performance metrics scorecard, and cluster studies as further defined in the Plan later.

Maintain a Healthy Downtown Core

Winter Park is known for possessing a livable and highly desirable community that is people-friendly with integrated land uses. Promoting Winter Park's authentic place characteristics, particularly in the downtown area is an essential component to what makes the city unique. The plan encourages continued investment through capital projects, enhanced maintenance, elevating the existing banner program, strengthening pedestrian, bicycle, transit analytics and sustainability opportunities.

Enable Retention and Recruitment Opportunities

Lessons can be learned from the harmful effects of the pandemic. While some businesses were able to evolve and thrive, others were left with limited resources and outlets. Therefore the term 'Toolkit' was used. By expanding the city's resource tree for incentive based programming for existing and expanding business, the city adds tools to financially support firms in the after effects of COVID-19.

Facilitation & Ombudsmanship

Facilitation and ombudsmanship tactics serve as a fast acting response to business concerns and queries. By providing a centralized point of contact for day to day issues, strategies and actions under this focus area provide advantages through connection of existing resources and acknowledgement of the diverse and community minded businesses of Winter Park.

How to Use this Report

The overall intent of this report is to act as a starting block on each proposed strategy and action, sometimes referred to as a program or project. For each, the following table can be used to identify roles and responsibilities throughout each program/project's origin point to final deliverable.

Role of the Economic Development Advisory Board	Provide guidance to staff on project priority
	Sharpen relevancy/eligibility parameters for said prioritized projects/programs
	Define return on investment
	Evaluate benchmarks
	Maintain accountability to staff
Role of Staff	Identify "which focus area is this addressing/accomplishing?"
	Generate due diligence on needs for implementation
	Author programs and project guidelines for approval by the board
	Itemize projected costs, if applicable
	Timeliness to the board

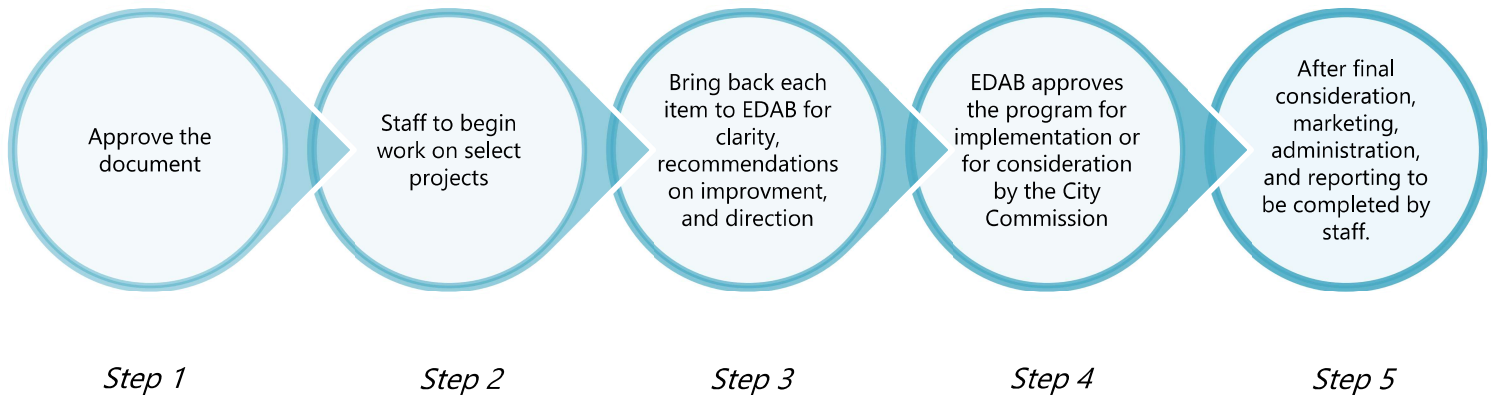
This report also acknowledges that other roles may define themselves through the life of this document.

Where Do We Start?

From the starting block, process can be compartmentalized into five sections. The first begins with approval of the document. Once this occurs staff will initiate section two, beginning due diligence on priority projects. Staff may choose to provide their insight on which projects to consider with direction from the board. From there, it is likely a first outline for program or project consideration will take some time to complete. Once drafted, staff will deliver each item to EDAB for evaluation, revision, and direction to staff. After all edits are completed, the board may wish to approve the project or program for implementation, or provide a recommendation to the City Commission for

implementation where applicable. It will then be the responsibility of staff to execute said project/program and report on successes and improvement areas moving forward.

The chart below identifies each step in the process of document approval to project/program implementation.



Timeline

It is predictable each strategy and action will require time and resources by city staff for board consideration. As a result, timelines for items may fluctuate. However; with priority projects identified, a first round of select drafted deliverables are anticipated by the end of the calendar year/beginning of 2022.

Review and Adjustment

The EDAB Strategies Action Plan is intended to be a guide that communicates a vision of achievement through study, action, and provides a standard for measurement of that success. Any plan requires monitoring and reflection to assess project value. With that in mind, adjustment also becomes an important tool. The advantageous structure of this plan will allow for EDAB members and City staff an opportunity to reassess projects as well as determine any fine-tuning that may be necessary given the economic or political landscape of Winter Park.

2021 EDAB Strategies Chart

The 2021 strategies chart provides an overview of items contemplated by the board through its strategic narrative and process yielding strategies for implementation by the board and staff.

Focus Area 1	
Advising on Industry Trends	
Strategy 1	Refine quarterly metric reports on local economic conditions.
FA1s1.action	- Meeting to discuss benchmark communities
FA1s1.action	- Identify values and generate report
Strategy 2	Reintroduce a development report articulating Winter Park development activity.
FA1s2.action	- Work with planning and permitting departments on redevelopment sites. Update biannually.
Strategy 3	Continue to provide location quotient, shift share, and business cluster reports.
FA1s3.action	- Engage consulting services
Focus Area 2	
Maintain a Healthy Downtown Core	
Strategy 1	Invest in existing resources to promote the Winter Park experience
FA2s1.action	- Establish costs for increasing cleanliness efforts (pressure washing, etc)
FA2.s1 action	- Add value to the Winter Park experience during holiday and off-peak times of the year (concert series, holiday lights, WP banners)
FA2.s1 action	- Continue pursuit of technology enhancements for small businesses and residents
Strategy 2	Maintain focus on pedestrian, bicycle and transit connections
FA2s2.action	- Establish baselines for pedestrian foot traffic in walkable commercial areas
Strategy 3	Consider sustainable elements such as energy efficiency and wellness as important local elements to program functions
FA2s3.action	- Coordinate presentation with Sustainability team to understand existing efforts and partnership opportunities
FA2s3.action	- Evaluate against existing programming and cost implications to business
Focus Area 3	
Enable Retention and Recruitment Opportunities	
Strategy 1	Evaluate new programs for expanding and relocating businesses to Winter Park
FA3s1.action	- Identify gap areas for consideration (gap analysis)
FA3s1.action	- Review past program successes and limitations
FA3s1.action	- Participate in peer review exercise
FA3s1.action	- Craft guidelines and application
Strategy 2	Expand CRA business façade program citywide
FA3s2.action	- Review existing programming
FA3s2.action	- Peer review
FA3s2.action	- Craft guidelines and application
Focus Area 4	
Facilitation & Ombudsmanship	
Strategy 1	Reintroduce business recognition program
FA4s1.action	- Review criteria & execute
Strategy 2	Establish roundtable sessions with market and private sector experts for educational outreach
FA4s1.action	- Staff coordination with local, community, and regional partners
FA4s2.action	- Continue working relationships with existing partners for community and private sector benefit

Focus Area 1: Advise on Industry Trends

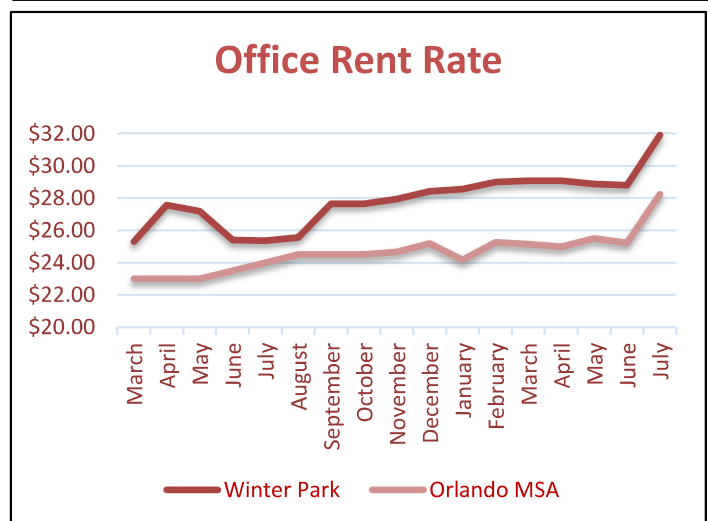
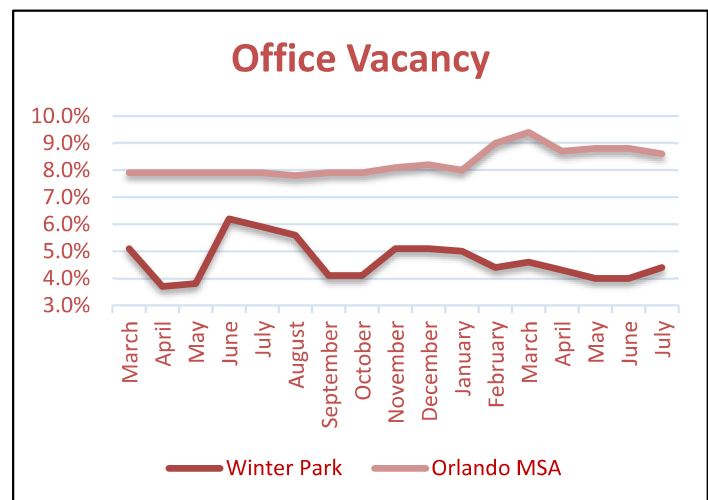
In order to be able to advise on economic conditions, it is imperative the board and staff collect and trend spot behaviors in the market. The following strategies place keen insight for strong methodologies and data backed advocacy on decision making and investment.

Refine Quarterly Metric Reports	
Engagement Tools:	
✓	Meeting to establish metrics/determine benchmark communities
✓	Share existing performance metrics
✓	Generate comparative matrix of regional community characteristics/demographics
✓	Highlight and refine reference points for inclusion of Scorecard

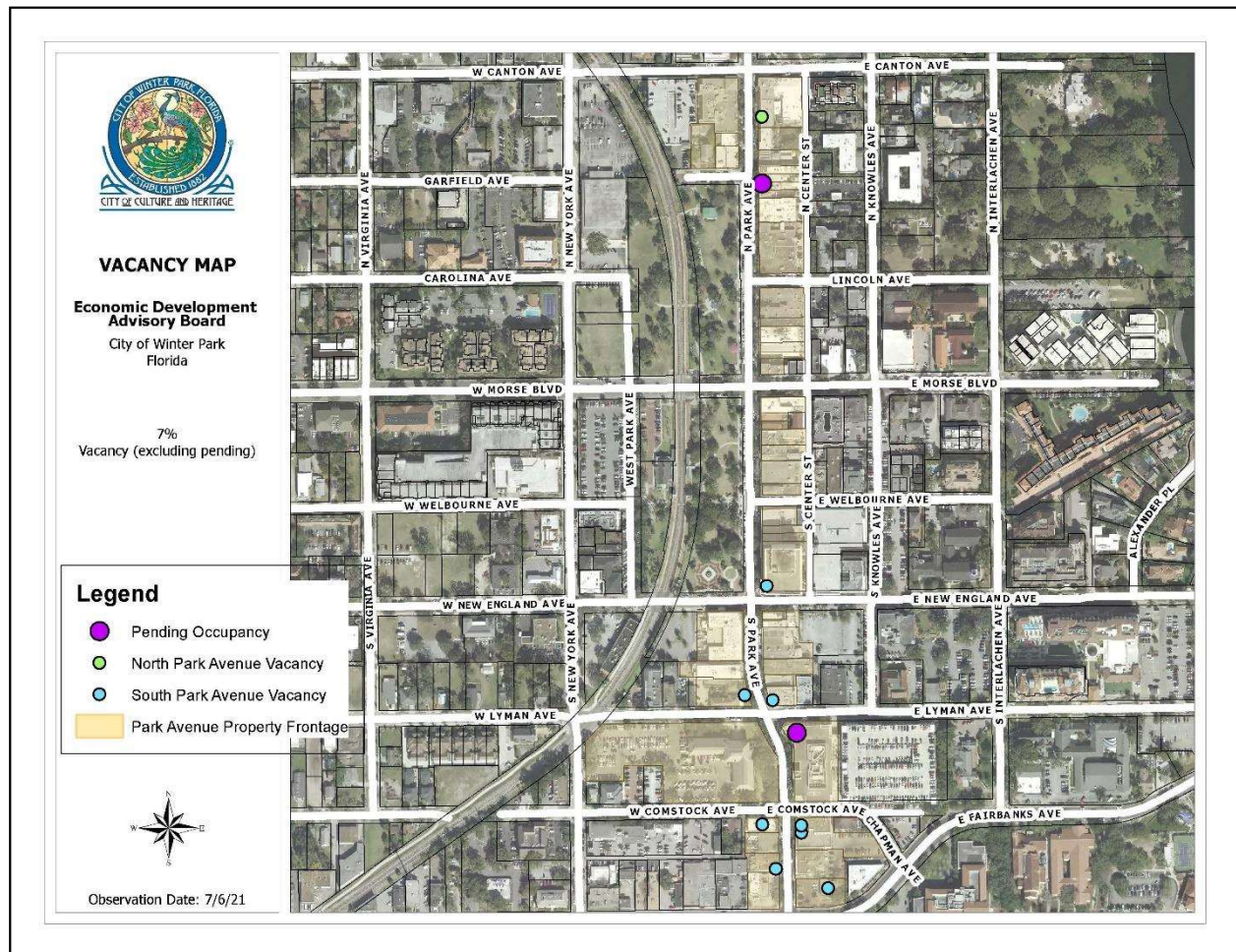
City staff has already begun the process of introducing metric reports on general vacancy, rental rates in order to be able to advise on economic conditions. These have been tabulated monthly since the onset of the pandemic (see also exhibits). Staff has also kept a close eye on vacancy specifically related to Park Avenue (next page).

While these are valuable tools in their own right, context is key. Evaluating this data against other communities and/or the region may help to provide new insight on area changes and glean new perspective on competitive advantages or weaknesses. This also augments the work provided in the past and future business cluster analysis.

Staff will work with the board at a regularly scheduled meeting to establish parameters of comparative cities to pull and relate data. Depending on the information this may be



done at either the quarterly or monthly level in order to contextualize appropriately.



Park Avenue Vacancy Map, July 2021
Source: Winter Park Economic Development

Well communicated metrics continue to be a staple of the Economic Development/CRA Division's mission. The below example provides an illustration of potential outcomes of the board and staff's discussion for appropriate metrics and communication delivery.



Survey Question	2016	2014	2012	2010	2007	Benchmark
Favorable rating of the following characteristics:						
Rating of employment opportunities	26%	21%	13%	11%	13%	Similar
Overall economic health	44%	36%	N/A	N/A	N/A	Similar
Quality of K-12 education	67%	60%	N/A	N/A	N/A	Similar
Adult education	51%	52%	N/A	N/A	N/A	Similar
Overall quality of business establishments in County	58%	55%	53%	57%	N/A	Similar
Charlotte County as a place to work	42%	36%	33%	24%	29%	Lower
Charlotte County as a place to visit	72%	70%	N/A	N/A	N/A	Similar
Cost of living in Charlotte County	48%	48%	N/A	N/A	N/A	Similar
Overall quality of new development in County	44%	42%	41%	44%	39%	Similar
Overall appearance of Charlotte County	62%	59%	51%	58%	43%	Similar
Overall impression/reputation of Charlotte County	64%	58%	53%	54%	38%	Similar
Overall built environment	50%	52%	N/A	N/A	N/A	Similar

Sources: Charlotte County Economic Development
Dublin Economic Monitor

Reintroduce A Development Report

Engagement Actions:

- ✓ Partner with city departments to obtain data from development applications
- ✓ Distribute biannually

For several years, the Planning Department generated a recap of commercial and multifamily residential development projects completed or begun construction within a given time. Staff is proposing reintroducing this report as part of staff's ongoing monitoring including language on aggregate square footage and GIS mapping locations.

city commission		development report	
item type	City Manager's Report	meeting date	2019
2018 YEAR END REVIEW			
Below is a recap of the commercial and multi-family residential development projects that have been completed in or began construction in 2018:			
<u>Completed Commercial Projects in 2018:</u>			
Whole Foods Project: Redevelopment of the 11 acre former Corporate Square/WP Dodge properties is complete. The new Whole Foods grocery store opened in November 2016 to coincide with the opening of the new Lee Road Extension. The other major retailer, Nordstrom Rack opened in September, 2017. Additional out-parcels including a PNC Bank site and a building holding a Café Rio restaurant and Habit Burger Grill were completed in 2018. The final out-parcel building holding a Sephora makeup/retail tenant was finished in late 2018, which completes this project.			
Rollins College Facilities Building: On February 27, 2017 the City Commission approved a request by Rollins College to construction a new two-story, 17,410-square foot Facilities Building at 501 Holt and 450 W. Fairbanks Avenue. Building permits were issued in November 2017 and construction was completed in November 2018.			
PDQ: A new PDQ fast food restaurant was at 925 S Orlando Avenue was completed in September, 2018.			
Broadstone Winter Park in Ravaudage: A 268-unit multifamily project was completed in 2018 within the Ravaudage planned development on the land located northeast of Lewis Drive and Kindel Avenue.			
Winter Park Corners: The Winter Park Corners shopping center located at 1903-1999 Aloma Avenue received approval from the City Commission in November 2017 to redevelop the portion of the shopping center (former Whole Foods Market site) by reconstructing a new 30,348 square foot Sprouts grocery store and 12,250 square feet of new retail space. The Sprouts Market, and this will be their first location in Central Florida and opened in December, 2018. The existing shopping center is also upgrading with new façades, new signage and storm water retention where none exists today. The last part of this project to to replace the former drive-thru bank tellers at the west end of the building with a new retail addition of 3,000 square feet. Construction expected to start in March, 2019.			
<u>Commercial Projects Under Construction:</u>			
Project Wellness: The Winter Park Health Foundation is redeveloping the current Wellness Center property at 2005 Mizell Avenue. The consolidated 4.2 acre site will be used to construct a new 41,508 square foot Wellness Center; 16,884 square feet of new medical related offices; 24,970 square feet of common public use areas, as well as a four-story, five level 271 space parking garage of 86,628 square feet. Construction for this project is underway, and completion expected in March, 2019.			

Provide Shift Share, Location Quotient, and Business Cluster Reports

(as new data becomes available)

Engagement Actions:

- ✓ Enlist consulting firm for objective examination
- ✓ Analyze results and strengthen conclusions against previous reports
- ✓ Add benchmarking metrics to analysis

Winter Park continues to provide for strong industry clusters that should be monitored and nurtured. The plan will continue the commitment of updating cluster analysis to validate strengths and weaknesses for both resiliency and support strategies in the market. The city has been successful in this effort with previous iteration of cluster studies leading to new incentive programs and being a foundational resource for additional economic study. Specific examples include the city's Target Industry Enhancement Program (2011) and backdrop to the ERTF's COVID-19 economic analysis (2020).

The broader context of this analysis also includes measures for employment opportunities, growth, the nature of jobs, educational opportunities, safety and welfare, income, and wealth among others. Ultimately, this common and consistent measure related to the concentration and growth of jobs by type or employment clusters offers invaluable insight towards community goals and future prospects.

Employment Clusters

One form of economic development analysis suggests that economic activities in an area can be divided into two categories: basic and nonbasic. Basic industries are those exporting from the local region and bringing wealth from outside, while nonbasic industries support local needs. Because export-import flows are usually not tracked at sub-national levels, it is not practical to study industry output and trade flows to and from a local area. As an alternative, the concepts of basic and nonbasic are operationalized using employment data, and location quotients ("LQ").

The location quotient formula shows whether a local area is employing enough workers in each sector as compared with a balanced national economy.

- When the Location quotient = 1.0, that means the employment is equal in the sector for the national and regional economy. Therefore the sector is non-basic and supply is just equal to local demand.
- If $LQ < 1$, The output is not sufficient to meet the local demand and imports are needed.
- If $LQ > 1$ the output is more than sufficient to meet the local demand and excess is exported.

Target Clusters

Industry clusters are local concentrations of related industries. Clusters reflect a network of economic relationships that can create a competitive advantage, if desired. This advantage then becomes an

entitlement for similar industries and suppliers to those industries to develop or relocate locally. Based on our analysis, we defined 6 measurable clusters in the City of Winter Park.

	2009 LQ	2016 LQ	Employment CAGR
Education & Knowledge Creation	2.89	2.86	1.2%
Real Estate & Development	4.39	2.70	0.7%
Arts, Culture & Entertainment	1.82	1.94	5.3%
Health Care Services	1.39	1.93	4.0%
Financial and Professional Services	2.24	2.68	1.7%
Creative Services	9.27	11.09	-1.2%

Source: GAI Consultants

Focus Area 2: Maintain a Healthy Downtown Core

Pleasant and prosperous places for residents, businesses and visitors generally have several characteristics in common. One of which is the continued investment and unique nature of their downtown. Continued emphasis on downtown has been a common theme in EDAB discussions and in turn staff has collaborated on a full focus area for targeted action.

Invest in Existing Resources to Promote the Winter Park Experience

Engagement Actions:

- ✓ Establish costs for increasing cleanliness efforts
- ✓ Add value to the Winter Park experience during holiday and off-peak times of the year (concert series, holiday lights, WP banners)
- ✓ Continue pursuit of technology enhancements for small businesses and residents

Staff heard several comments from the board with respect to authenticity, safety, and cleanliness. The city can act swiftly by working with departments and vendors on increasing cleaning efforts including pressure washing and strategizing internally to maintaining a consistent and pristine look.

Combined with targeted efforts of promoting authenticity and experience, staff will execute engagement strategies to elevate and maintain focus on the city's core amenities.



Maintain Focus on Pedestrian, Bicycle and Transit Connections

Engagement Actions:

- ✓ Establish baselines for pedestrian foot traffic in walkable commercial areas
- ✓ Use data for monitoring, marketing and tracking trends.

For local merchants and store owners, understanding foot traffic is a cornerstone to developing and sustaining business. As merchants continue to evolve their business models, line of sight still offers a considerable opportunity to generate sales. Gaining additional insight into the primetime days, times, events, and other unique analytics gives merchants and the city a new lens when reviewing store times, special events, road closures, or how last mile traffic can be maximized to ensure opportunities for small business.



Consider Sustainable Elements such as Energy Efficiency and Wellness as Important Local Elements to Program Functions

Engagement Actions:

- ✓ Coordinate presentation with Sustainability team to understand existing efforts and partnership opportunities
- ✓ Evaluate against existing programming and cost implications to business.

The city's Economic and Sustainability teams have often overlapped to accomplish small scale projects and programs. These include facilitating participation into the Green Business Recognition Program and capital improvements to downtown. As the board evaluates new programming for the next fiscal year, emphasis should be placed on consideration of eligible improvements under grant or matching rebate programs to leverage public/private funding in both the near and long term. Such examples of these types of investments may include lighting fixtures, insulation options, sealants, automatic times devices, technical assistance for energy audits, permanent generators, or hurricane impact windows.

Focus Area 3: Enable Retention and Recruitment Opportunities

Evaluate New Programs for Expanding and Relocating Businesses to Winter Park

Engagement Actions:

- ✓ Identify gap areas for consideration (gap analysis)
- ✓ Review past program successes and limitations
- ✓ Participate in peer review exercise
- ✓ Craft guidelines and application

Retention and recruitment is a core component of any strategy looking to retain and encourage the creation and expansion of new business. These types of programs assist with new jobs and increase competitiveness within the community's economic landscape. It also provides additional insight on the competitive strengths and weaknesses of the local area. Overall, programming should be performance-based to assist in advancing high wage jobs that support the city's competitive standing as a location for major employers and continuing long-term investment and involvement in the community.

This can begin with many tools including a gap analysis to determine strengths and weaknesses in the market. It is used to identify supply opportunities and demand for business clusters, particularly retail. If there is a difference in the supply (potential) and demand (sales)



Retail Market Potential

Winter Park City, FL
Winter Park City, FL (1278300)
Geography: Place

Prepared by Esri

Demographic Summary		2021	2026
Population		31,030	32,686
Population 18+		25,894	27,421
Households		13,566	14,289
Median Household Income		\$81,065	\$91,075

Product/Consumer Behavior	Expected Number of Adults or HHs	Percent of Adults/HHs	MPI
Apparel (Adults)			
Bought any men's clothing in last 12 months	12,756	49.3%	100
Bought any women's clothing in last 12 months	11,950	46.1%	102
Bought any shoes in last 12 months	14,023	54.2%	101
Bought costume jewelry in last 12 months	4,574	17.7%	110
Bought any fine jewelry in last 12 months	4,915	19.0%	104
Bought a watch in last 12 months	3,835	14.8%	102
Automobiles (Households)			
HH owns/leases any vehicle	11,858	87.4%	101
HH bought/leased new vehicle last 12 months	1,375	10.1%	111
Automotive Aftermarket (Adults)			
Bought gasoline in last 6 months	22,775	88.0%	103
Bought/changed motor oil in last 12 months	11,228	43.4%	96
Had tune-up in last 12 months	6,551	25.3%	105
Beverages (Adults)			
Drank bottled water/seltzer in last 6 months	18,150	70.1%	99
Drank non-diet (regular) in last 6 months	9,250	35.9%	85
Drank beer/ale in last 6 months	11,324	43.7%	106
Cameras (Adults)			
Own digital point & shoot camera/camcorder	2,291	8.8%	110
Own digital SLR camera/camcorder	2,360	9.1%	114
Printed digital photos in last 12 months	6,416	24.8%	112
Cell Phones (Adults/Households)			
Bought cell phone in last 12 months	7,959	30.7%	95
Have a smartphone	23,239	89.7%	100
Have a smartphone: Android phone (any brand)	8,848	34.2%	84
Have a smartphone: Apple iPhone	14,151	54.6%	114
Number of cell phones in household: 1	4,654	34.3%	113
Number of cell phones in household: 2	5,269	38.8%	102
Number of cell phones in household: 3+	3,319	24.5%	82
HH has cell phone only (no landline telephone)	7,842	57.8%	90
Computers (Households)			
HH owns a computer	10,675	78.7%	105
HH owns desktop computer	5,028	37.1%	106
HH owns laptop/notebook	8,400	61.9%	105
HH owns any Apple/Mac brand computer	3,379	24.9%	124
HH owns any PC/non-Apple brand computer	8,227	60.6%	100
HH purchased most recent computer in a store	4,957	36.5%	104
HH purchased most recent computer online	2,255	16.6%	105
HH spent \$1-\$499 on most recent home computer	1,712	12.6%	88
HH spent \$500-\$999 on most recent home computer	2,285	16.8%	102
HH spent \$1,000-\$1,499 on most recent home computer	1,591	11.7%	114
HH spent \$1,500-\$1,999 on most recent home computer	833	6.1%	124
HH spent \$2,000+ on most recent home computer	767	5.7%	128

Data Note: An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.
Sources: These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2021 and 2026.

July 11, 2021

©2021 Esri

Page 1 of 4

that is identified as the gap. The referenced report from ESRI titled “**Retail Market Potential**” includes a market potential index (MPI) which suggests potential surpluses or leakages in the local market. Staff will analyze in corroboration with other existing resources as data-driven background material for its programming.

Winter Park has shown a propensity for judicious, but effective use of its incentive programs within its Community Redevelopment Agency and citywide. The following showcases previous programs employed by the CRA/City and their results:

Program	Emphasis	ROI	Investment	Year	Notes
Target Industry Employment (TIE) Program	High wage jobs	75+ FTE's with an average area wage over 200% area median income (AMI).	\$99,000	2011	Contract completed.
Qualified Target Industry (QTI) Program	High wage jobs	Maximum of 237 jobs with an average annual wage of 200% AMI.	\$165,900* (maximum)	2017 Present	- *Jobs specified over set period of time. Total investment assumes maximum obligation.
CRA Business Façade Program	Capital Investment	12:1 private to public return. 56 total projects.	\$560,000	2009 Present	- Matching grant program for physical building improvements.
Small Business Utility Assistance Program	COVID Mitigation	Over 100 businesses supported	\$100,000 (City & CRA)	2020	Leveraged in parallel with Orange CARES program.

Staff will work with the board on establishing parameters for such programs including priority among potential categories including those identified in the gap analysis, business clusters, and/or others areas of interest contemplated by the board. Categories for return on investment may include, but not limited to new jobs, existing jobs retained, total confirmed capital investment, or wage.

Expand CRA Business Façade Program Citywide

Engagement Actions:

- ✓ Review funding and program parameters through comparative matrix
- ✓ Draft guidelines and application package with direction from EDAB
- ✓ Publish and market

Business façade programs have unilateral appeal with regards to investment in the public and private realm. As noted in the previous chart, not only is it able to leverage public funding, but also influences further private resources into the community. In Winter Park, its Community Redevelopment Agency established this type of program to provide a financial incentive to property and business owners to renovate and reinvest in the exterior of their business or commercial property.

Since eligibility for the program would be citywide, it offers an opportunity to consider alternative criteria to its CRA counterpart. Some example may include interior, sustainability, or utility investments. Staff will work with the board on refinement of these requirements for consideration and approval.



Business Façade Grant Program Guidelines

The Community Redevelopment Agency (CRA) of the City Of Winter Park established the Business Façade Grant Program to provide a financial incentive to property and business owners to renovate and reinvest in the exterior of their business or commercial property. The program specifically encourages redevelopment and reinvestment for commercial properties located in the Winter Park CRA district of the City.

ELIGIBLE APPLICANTS

- The grant applicant must be a property owner or a business owner leasing a storefront.
- The business must be located within the boundaries of the Winter Park CRA (see map).
- If applying as the tenant, an affidavit must be signed by the property owner consenting to the improvements (see application).
- Proposed project must be a small business as defined by the U.S. Small Business Administration (for more information visit www.sba.gov/sbc).
- Business may be an individually owned franchise as long as it meets all other criteria.
- Tenant must have at least two years remaining in lease at location of proposed project.
- Exterior Improvement Program Grant can only be used once per building regardless of ownership.
- Buildings with multiple occupants may be eligible on a case by case basis.
- The project applicant must owe no outstanding property taxes, fees, judgment, or liens to the City of Winter Park or Orange County and have no outstanding code violations.

Ineligible Applicants: National corporate franchises, government offices and agencies (non-governmental, for-profit, nonprofits are eligible), businesses that exclude service to minors, properties primarily in residential use, properties exempt from property taxes.

ELIGIBLE PROJECTS

The Exterior Improvement Grant program is funded through Community Redevelopment Agency funds. The CRA will match the Owner/Lessee up to fifty percent (50%) of the total cost of eligible improvements up to \$30,000. Project cost must exceed \$2,500 of eligible improvements to be considered for façade grant. All work must be done on the exterior of a street facing side of the building.

Eligible work: Rehabilitation of building facades visible to the street or public right-of-way, including:

- storefronts;
- ledges;
- gutters and downspouts;

Business Façade Program



**City Of Winter Park
Community Redevelopment Agency
(CRA) Business Façade Program**

1. APPLICANT

Name: _____

Address: _____ Zip: _____

Contact Name: _____ Phone Number: _____

Email: _____ Fax Number: _____

Legal Form: Sole Proprietorship ☐ Partnership ☐
Corporation: Profit ☐ Non-Profit ☐

In which State are the incorporation and/or organization documents filed? _____

Tax Identification Number: _____

2. BUILDING/BUSINESS TO BE IMPROVED

Name: _____

Address: _____ Zip: _____

Legal Description: _____

Property Tax Parcel Number: _____

3. OWNER OF PROPERTY (if not applicant)

Name: _____

Contact Name: _____

Address: _____ Zip: _____

Phone Number(s): _____

Staff Use Only: Application Approved (Y / N) Date: _____ By: _____

CRA Business Façade Program Application - Page 1 of 3

Focus Area 4: Facilitation & Ombudsmanship

Facilitation is a common occurrence within the department. Staff coordinates with local businesses on navigating process and connecting individuals to resources. Expanding on these efforts through additional city programming and recognition continues in the matchmaking efforts by widening the reach of business support.

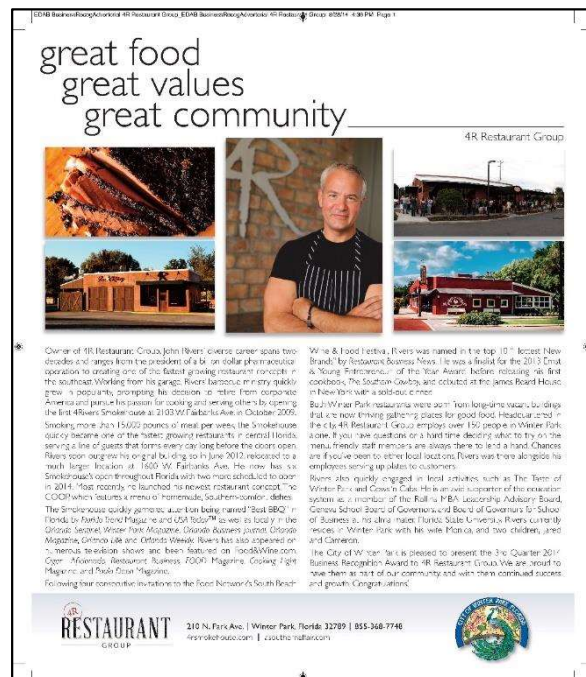
Reintroduce A Business Recognition Program

Engagement Actions:

- ✓ Review criteria for eligible business
- ✓ Refine recognition package
- ✓ Approve and execute

The Business Recognition Program was originally created for the purpose of giving formal acknowledgement to Winter Park businesses that have contributed to the economic well-being of the City and have demonstrated a commitment to the vitality of Winter Park's business climate. While symbolic in nature, the special honor of gratitude on behalf of the City and its citizens showcases the importance of spotlighting entrepreneurs, long standing businesses and owners who call Winter Park home.

Staff will garner insight from the board on eligibility, criteria for nomination, recognition package, and overall structure.



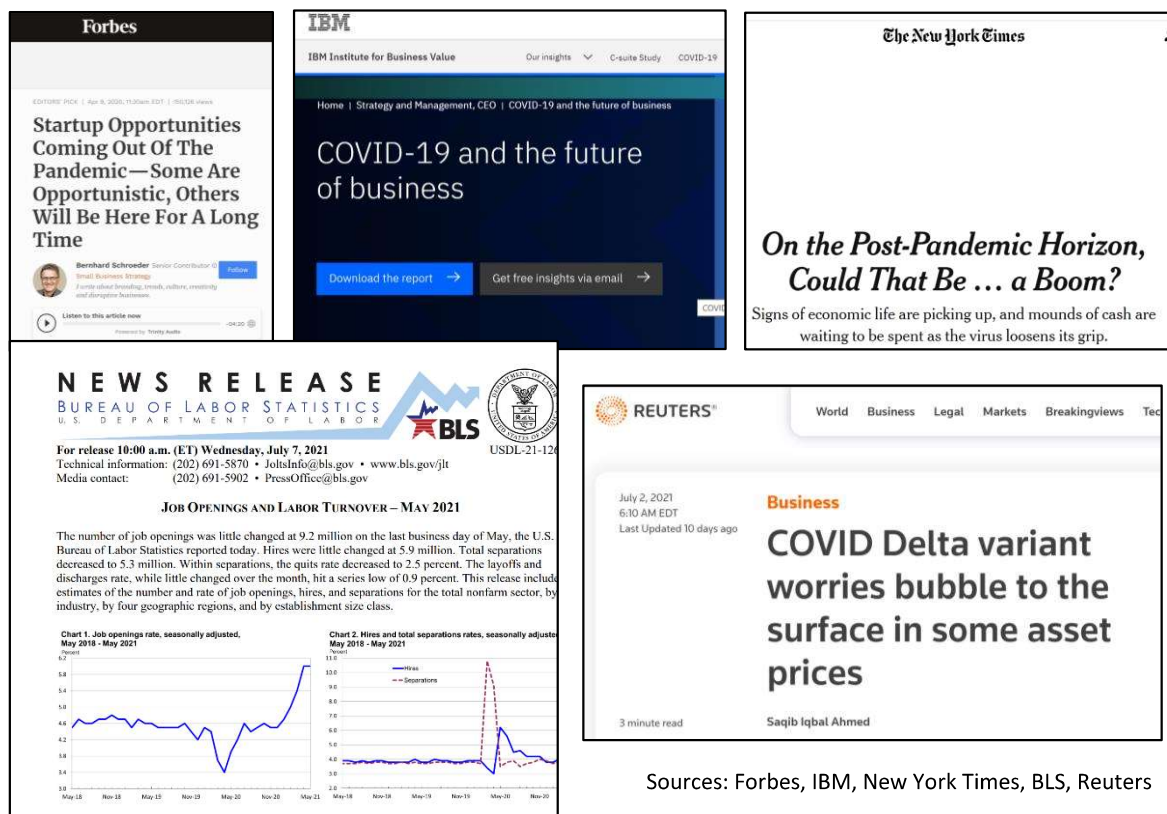
Establish Roundtable Sessions with Market and Private Sector Experts for Educational Outreach

Engagement Actions:

- ✓ Staff coordination with local, community, and regional partners
- ✓ Continue working relationships with existing partners for community and private sector benefit

As information continues to play a pivotal role through 2021 and beyond, EDAB discussions have continued to center on how best to inform and provide resources to businesses on what the future will hold. As a facilitator, staff will work with new and existing relationships to forge educational and communicative educational seminars to continue to equip small businesses with the proper tools to mitigate shifting tides and maintain competitive advantage.

Staff will assisting leading the board on timing, themes, venue, and quantity of engagement sessions



Sources: Forbes, IBM, New York Times, BLS, Reuters

Exhibits

Key Phrases

Success
Metrics
Peer Community
Framework
Benchmark
Scorecard
Measurement
Comparison
Value
Guiding Principles
Balancing short and long term goals
C.I.A. (Consumer, Investor, Associates)
Proactive
Best Performing

THEMES:

Data
Trends
ROI

THEMES:

Incentives
Programs

Art & Science
Surveys
Labor Market
Role of Tourism
Concept
Vision Winter Park
Future Proofing
Identifying Stakeholders
Multidimensional

Generational Quality
Vision Statement
Quality of Life
Park Avenue
Special
Generational Appeal
Experiential Economy
Authenticity
Investment
Premier Experience
Competitive Advantage

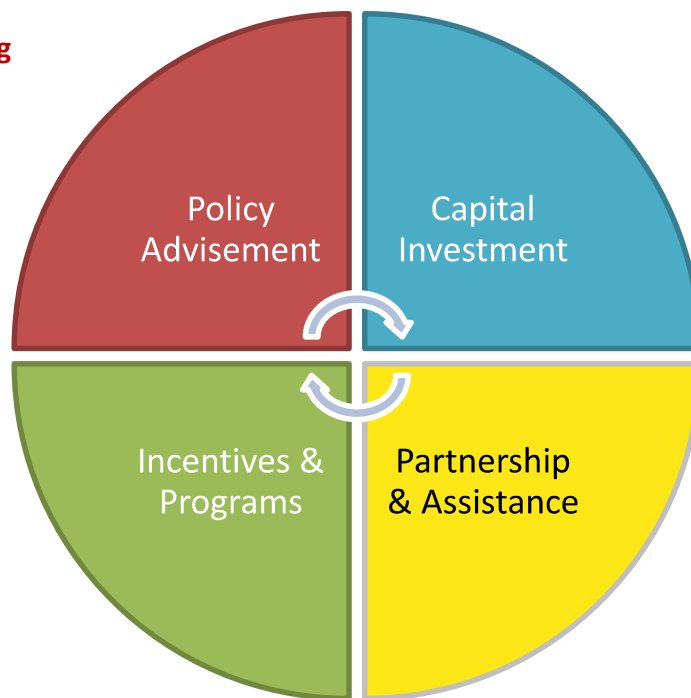
THEMES:

Experience
Qualitative
Downtown
Economic Health

THEMES:

Ombudsman
Communication
Education

Resilience
Responsiveness
Outside Expertise
Brand
Resources
Programs
Communicate
Recession Toolbox
"What if it happens again?"

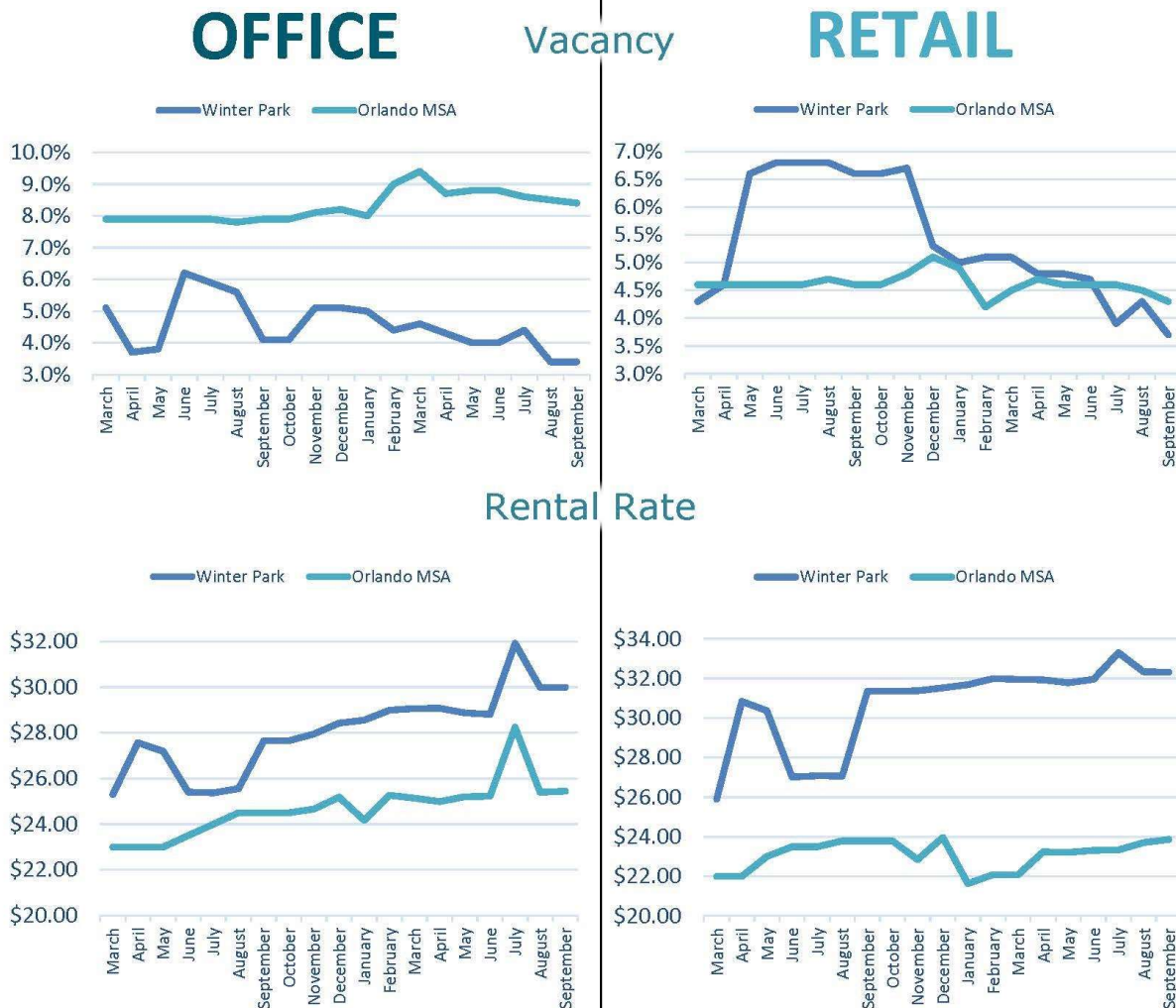


Commercial Performance Report

9/21

Full list of quarterly reports including annually recorded metrics are available at www.cityofwinterpark.org/pm

Sources: ESRI, CoStar, BLS



City of Winter Park Demographic Narrative

The City of Winter Park is located in the center of the State of Florida in North Orange County and is considered a part of the Orlando Metropolitan Area.

Although the Orlando Metropolitan Area has been one of the top growth areas in the country, generally, Winter Park has seen only modest population growth since 1970. The median age of the population is 45.1 years old. The population is better educated and older than the surrounding population in the Orange County area with a median age of 35.1 years. Winter Park's person per household ratio has continued to decline over the past several decades following the national trend so that it is now 2.16 persons on average.

The City contains the full range of residential uses, a premier central business district, major office buildings, a hospital and a small amount of industrial property. Possession of this full range of land use types plus the economic and ethnic diversity of the City's population qualifies Winter Park as a true city. Overall, economic health has been trending towards more sustainable rates since the beginning of the pandemic.

Winter Park is not a bedroom community, but a commercial working hub and an excellent place to locate business in a vibrant community with convenient access to talent. Below is a list of some of the top employers and corporate headquarters that call Winter Park home.

Corporate headquarters located in Winter Park:

- ❖ 4 Rivers BBQ – Winter Park's own nationally recognized BBQ chain.
- ❖ AndCo Consulting – Institutional investment consulting firm.
- ❖ *Bonnier Corporation* – Swedish publishing and multimedia firm located in Winter Park Village.
- ❖ *Brassfield & Gorrie* – One of the nation's largest privately-held construction and contracting services companies.
- ❖ *Holiday Retirement, LLC* – Operator of 260 senior living communities across the country.
- ❖ *Ruth's Hospitality Group International* – International restaurant chain owning the Ruth's Chris brand.
- ❖ *Timbers Resorts, LLC*, - An international resort parent company.

The city is also home to several other large employers outside of this sector including Florida Hospital, Rollins College, Orange County Schools, City of Winter Park, and Publix Supermarkets.

Regionally, Winter Park competes with employment centers in the region such as Downtown Orlando, Maitland, Lake Mary/Heathrow and Millenia/Metrowest markets which are all located along the I-4 corridor, also called the Florida High Tech Corridor. The city has also begun to see a quantitative and qualitative regional pull from competing cities of similar size and scale. With a multitude of offerings, the city looks to continue to compete in this market through competitive advantage, authentic and experiential activities, enriched culture, and a diverse marketplace.





City Commission **agenda item**

item type Consent Agenda	meeting date October 27, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, October 13, 2021

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2021-10-13.pdf](#)



City Commission Regular Meeting Minutes

October 13, 2021 at 3:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Carolyn Cooper and Todd Weaver; City Manager Randy Knight; City Attorney Dan Langley; City Clerk Rene Cranis

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:39 p.m.

2) Invocation

Pastor Weaver Blondin, Mt. Moriah Missionary Baptist Church, provided the invocation followed by the Pledge of Allegiance.

3) Approval of Agenda

Motion made by Commissioner Cooper to approve the agenda; seconded by Commissioner Sullivan. Motion carried unanimously with a 5-0 vote.

4) Mayor Report

- a. Presentation by Florida City County Management Association recognizing the City's 70th anniversary of adopting the commission/city manager form of government

Al Butler, Florida City and County Management Association District III Director, presented the City with a plaque commemorating its 70th anniversary of the adoption of the city manager form of government.

Mayor Anderson:

- Thanked the Police and Fire Departments for hosting National Night Out last week.
- Thanked the Chamber of Commerce for organizing the Autumn Art Festival.
- Noted that Polasek Museum's Winter Park Paint Out festival is this week.
- Spoke about long-standing partnerships with other organizations including the Winter Park Public Library.

5) City Manager Report

- The Certificate of Occupancy has been issued for the Library and Event Center and the grand opening is scheduled for December 10th.

- Received a request from the developer of the property on the south side of Fairbanks near I-4 for work session to discuss the proposed development. (Addressed prior to City Commission Reports)
- Commissioner DeCiccio commented on residents' request for an interactive fountain at Progress Point and asked if this could be put back in project since funding has been allocated. Jason Seeley, Director of Parks and Recreation responded to questions provided details on the proposal for a water feature at Shady Park, MLK Park and/or Progress Point. After discussion on the water feature cost and locations, consensus was to have staff provide a recommendation as to the best location for discussion at the next meeting.
- Commissioner DeCiccio spoke on traffic issues at Denning and Fairbanks and at Morse Blvd and 17-92, which feels will worsen when the Library and Event Center opens. Staff reported that roadway design has begun and that they have reached out to FDOT regarding turn lanes at 17-92 and Morse Blvd. At the request of Commissioner Weaver, staff will contact FDOT to ensure safe turning radius from Denning to Fairbanks.
- Commissioner Cooper asked about the Sunrail safety mitigation project. Staff reported that it was time to resubmit.
- Commissioner Cooper asked for more details on items in the report.
- Commissioner Sullivan asked about the status of the work at Dinky Dock and with the completion of Rollins construction project, it should be moved to active status working toward completion of parking and dredging.

6) City Attorney Report

- a. Discussion of Demetree/Holler request for meeting on OAO.

This was discussed prior to City Commission Reports.

7) Non-Action Items

- a. Report of appointments to the Lake Killarney Advisory Board

The following appointments were made: William Voecks (Sullivan); Jeanne Wall (DeCiccio); Joyce Cunningham (Weaver); John Mitchell and David Dickerson (Mayor). Mayor Anderson and Commissioner Cooper will make remaining two appointments in the next meeting.

8) Public Comments | 5 p.m. or soon thereafter (heard after Public Hearing c)

9) Consent Agenda

- a. Approve the minutes of the Planning and Zoning Board joint work session of September 15, 2021
- b. Approve the minutes of the regular meeting, September 22, 2021

- c. Approve the following piggyback contract
 - 1. Hubbard Construction Company - Seminole County Contract #IFB-603616-19/BJC - Pavement Management Program Services; For services on an as-needed basis during the term of the Agreement, contract term through December 25, 2022; Amount: \$925,000.

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

10) Action Items Requiring Discussion

- a. Tanglewood Canal Interlocal Agreement

Don Marcotte, Assistant Director of Public Works, reviewed the proposed plans and interim improvements that have been made but additional work is needed to complete the project. The estimated cost in 2018 was slightly over \$1M and will be split equally with Seminole County. In response to questions, Mr. Marcotte stated that the cost will likely change but the agreement allows for adjustments to the scope and for phasing if needed. Discussion followed on the scope of the project, potential reduction of the scope and re-allocating additional funds if it becomes necessary.

Motion made by Commissioner Cooper to approve the Interlocal agreement with the understanding that if the cost exceeds the estimate that this come back to the Commission for reallocation of funds; seconded by Commissioner Sullivan. Motion carried unanimously with a 5-0 vote.

- b. Increase minimum wage for FT positions to \$15

Mr. Knight stated staff is recommending increasing the minimum wage for full-time positions to \$15/hour in an effort to address current hiring challenges. He reviewed the financial impact and funding sources.

Assistant City Manager Michelle del Valle provided details on pay adjustments, new hires, hiring difficulties and upcoming job fairs where applicants can be interviewed and receive a conditional offer. Mayor Anderson asked for a monthly report on vacancies and hiring.

Motion made by Commissioner Sullivan to approve staff's recommendation to increase minimum wage for full-time positions to \$15 per hour; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

11) Public Hearings

- a. RESOLUTION 2251-21 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1115 N. KENTUCKY AVENUE, WINTERPARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTERPARK REGISTER OF HISTORIC PLACES.

Attorney Langley read the resolution by title.

Jeff Briggs, Principal Planner, reviewed the request which received a positive recommendation from the Historic Preservation Board.

Motion made by Commissioner Weaver to approve the resolution; seconded by Commissioner Cooper. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- b. RESOLUTION 2252-21 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1565 ORANGE AVENUE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Langley read the resolution by title.

Jeff Briggs, Principal Planner, reviewed the request which received a positive recommendation from the Historic Preservation Board.

Motion made by Commissioner Weaver to approve the resolution; seconded by Commissioner DeCiccio.

Jason Shapiro, applicant, expressed his commitment to historic preservation and desire for grant funding. He stated that before making application for historic designation, he replaced the roof, and requested retroactive approval of a grant for reimbursement of the partial cost of the roof.

Upon a roll call vote. Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Mr. Briggs spoke on the matching grant program which assists homeowners with the cost of repairs to the exterior of home with a lifetime grant maximum of \$25k. In this case, the roof replacement cost was approximately \$47,000 and was completed approximately 3-4 months prior to making application for historic designation. The application was submitted with knowledge of grant program and the intent of requesting retroactive reimbursement.

Commissioner Cooper expressed her concern about setting a precedent; however, she could consider this request if the applicant applied for national designation or if funds were used for further exterior improvements. She also expressed concern about "leap frogging over" other grant applicants.

Mr. Briggs advised that there is no waiting list for this year's funding and that the applicant would likely to apply for national designation since the city's program pays for the application.

Mr. Shapiro committed to using the funds for other needed repairs and to apply for national historic designation. He said he would apply for future grants but would still like to be considered for retroactive grant approval. He noted that he has provided all documentation required by the grant program.

Mayor Anderson suggested addressing this in the next meeting after receiving additional information from staff and said he feels there maybe some need for policy changes. Approved by consensus with direction to Commission to provide policy amendments for consideration.

- c. Request of Ron Scarpa for subdivision approval to split the property at 1832 Pineview Circle, zoned R-1A and for variances from the R-1AA lot dimension standards.

Mr. Briggs reviewed the request for a lot split and for variances from the 75-foot lot width to create two-61-foot-wide lots. The median lot width in the neighborhood is 70 feet and lot sizes are comparable to other lots in the neighborhood. Without the lot split, a house of approximately 7,000 s.f. would be allowed, but the lot split would allow two homes of approximately 3,400 square feet, which is preferred by the neighbors. The Planning and Zoning Board recommended approval.

Ron Scarpa, applicant, spoke on the current condition of the property and said two homes are a better fit and comparable with similar sized homes in the neighborhood.

Mayor Anderson commented on the survey and said he sees this as a reversal back to two platted lots.

Commissioners Weaver and Cooper opposed the lot split due to the incompatibility of the lot width with the neighborhood. Commissioner Cooper stated it also adds to the proliferation of septic tanks.

Commissioners Sullivan and DeCiccio spoke in favor because of neighborhood support and because it was originally platted as two lots. Commissioner DeCiccio added that although converting the neighborhood to sewer needs to be addressed, it should not impact this lot split as it will only add one septic.

Motion made by Commissioner Sullivan to approve lot split as presented; seconded by Commissioner DeCiccio.

There were no public comments.

In response to comments by the commission, Mr. Scarpa agreed to planting a live oak tree on both lots and spoke on the improved technology (ATU) of septic systems.

Motion made by Commissioner Sullivan to amend the motion to require a 5-inch caliper oak tree on each lot and use advanced septic tank treatment technology (ATU) in septic system; seconded by Commissioner Weaver. Upon a roll call vote,

Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the main motion as amended, Commissioners Sullivan and DeCiccio and Mayor Anderson voted yes. Commissioners Cooper and Weaver voted no. Motion carried with a 3-2 vote.

Mayor Anderson declared a recess at 5:23 p.m. and reconvened the meeting at 5:35 p.m.

8) Public Comments | 5 p.m. or soon thereafter

There were no public comments.

11) Public Hearings (continued)

- d. Ordinance and approval of the Lease and Operating & Funding Agreement with the Winter Park Public Library (1st Reading)

Attorney Langley read the ordinance by title.

Peter Moore, Division Director of Office of Management and Budget, noted that city staff and the Library recognize there is some uncertainty as the Library moves to its new relocation and the possibility of new programs. In order to better adjust for those uncertainties, the operating agreement is separate from the lease agreement. He said that some changes to the lease have been received and will be incorporated for second reading.

Mayor Anderson suggested that commissioners send proposed changes to staff for discussion or inclusion at second reading.

Mr. Moore reviewed the terms of agreement with a 30-year term, a 12-month opt-out provision after year five, and requirements for financial reporting. City support is just under \$1.7 million for FY 2022 and will be negotiated annually as has been past practice. He outlined the provisions regarding use of the campus and use of non-shared portions of the campus and the city's additional responsibility for IT infrastructure, help desk support under the Library's current contract provider and building maintenance.

Staff responded to questions regarding items included in the operational budget for FY 22. The library will assume the overage in FY 22 but could ask for an increase during this fiscal year and future years.

Sabrina Bernat, Executive Director of Winter Park Public Library, said they will be working with Parks and Recreation on scheduling of non-shared space.

Commissioner Cooper addressed the non-assignability provision and preferred that written consent be given by the Commission, not city manager. Mayor Anderson agreed.

Commissioner Cooper spoke about performance metrics and suggested that the metrics be used to determine if services are equal to better than the county library system. She asked that the commission be provided with the maintenance line items in the ten-year proforma.

In response to questions, Mr. Knight explained the process for payments and accounting for rental payments as part of Library grant fund reporting and discussion followed.

Mayor Anderson said he has minor items that he will provide to staff and would like the board covenants to require that at least 70% of the board members are Winter Park residents and that the service area be defined as the city limits.

Motion made by Mayor Anderson to approve the ordinance on first reading subject to the following changes: commission is responsible for substituting tenants (non-assignability provision); a board composition covenant that 70% of the board must be Winter Park residents (subject to comment from the board), and with the expectation that other comments will be integrated between first and second reading; seconded by Commissioner Cooper. (Revised below to read "75% or more of the board must be city residents.)

Attorney Langley clarified that the motion approves the ordinance on first reading subject to the conditions stated, and at second reading of the ordinance, the final lease agreement and operating agreement would be considered.

Commissioner Weaver suggested changing the board member requirement to 75% or more must be city residents. Agreed to by Mayor Anderson and motion was amended.

There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- e. ORDINANCE 3220-21 - AN ORDINANCE TO AMEND CHAPTER 58, LAND DEVELOPMENT CODE, ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADOPT A NEW PROPERTY RIGHTS ELEMENT IN THE WINTER PARK COMPREHENSIVE PLAN IN COMPLIANCE WITH FLORIDA STATUTES. (2nd Reading)

Attorney Langley read the ordinance by title. He read comments by the Florida Department of Economic Opportunity based on its review of the language regarding decision-making matters. As a result of those comments and his review of state statutes, Goal 10:1, Objective 10:1 and Policy 10:1 were amended by deleting "concerning land use and zoning matters." In response to questions, he opined that these changes do not significantly increase the city's liability, and in addition, DEO may not process subsequent comp plan amendments if the property rights language does not comply with state statute.

Motion made by Mayor Anderson to amend Policy 10:3 deleting "their understanding of"; seconded by Commissioner Cooper. There were no public comments. **Mayor Anderson revised his motion to approve the ordinance on first reading with the amendment to Policy 10:3. Upon a roll call vote, Commissioners Sullivan, DeCiccio and Cooper and Mayor Anderson voted yes. Commissioner Weaver voted no. Motion carried with a 4-1 vote.**

- f. ORDINANCE 3221-21 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF WINTER PARK SECTIONS 2.08 AND 2.11; PROVIDING FOR A REFERENDUM VOTE BY THE ELECTORS OF THE CITY OF WINTER PARK ON THE QUESTION OF APPROVAL OF THE PROPOSED CHARTER AMENDMENTS AT THE ELECTION TO BE HELD ON MARCH 8, 2022; PROVIDING FORM OF BALLOT; PROVIDING FOR FILING REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE, AND OTHER DIRECTIONS TO CITY STAFF; PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE AND CHARTER AMENDMENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS. (2nd Reading)

Attorney Langley read the ordinance by title.

Motion made by Commissioner Weaver to adopt the ordinance on second reading; seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion carried with a 4-1 vote.**

- g. ORDINANCE 3222-21- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING AN ALLONGE TO THE EXISTING COMMERCIAL NOTE AUTHORIZED BY ORDINANCE NO. 3077-17 IN A PRINCIPAL AMOUNT NOT TO BE OUTSTANDING THEREUNDER AT ANY ONE TIME TO EXCEED \$8,000,000 WITH TRUIST BANK OR AN AFFILIATE THEREOF TO FINANCE WORKING CAPITAL NEEDS OF THE CITY'S ELECTRIC UTILITY SYSTEM AND TO PAY THE COSTS OF SUCH LINE OF CREDIT; DELEGATING TO THE MAYOR OR CITY MANAGER THE AUTHORITY TO EXECUTE AND DELIVER THE ALLONGE TO THE COMMERCIAL NOTE; AND PROVIDING AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title.

Motion made by Commissioner Weaver to adopt the ordinance on second reading; seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

Discussion on request for meeting - Fairbanks Avenue (continued from City Manager Report)

Mayor Anderson noted that this is a request by the developer of the property at Fairbanks and I-4 to discuss issues relating to Fairbanks Avenue development. He said he sees the benefit of a joint discussion with Planning and Zoning Board (P&Z) but on the corridor from a conceptual perspective because of the quasi-judicial nature of any future requests before P & Z and the Commission. Commissioner Cooper questioned whether notice to residents is required for a meeting with a potential developer and the legality of such a meeting.

Attorney Langley explained legal and due process requirements and suggested that, because some there are some quasi-judicial aspects to this type of project, the commission should avoid supporting or denying any aspect of plan. He further suggested that the meeting should be noticed; however, the level of notice is a policy decision.

Members of the Commission commented on the format of the work session and whether or not to allow public comment and discussed land use, zoning and development issues relating to building height, FAR, access and street improvements.

Consensus was to schedule a joint work session with P&Z (with no public comment and no developer/applicant participation).

Discussion on request for meeting - Demetree Global and Holler (continued from City Attorney Report)

Mayor Anderson outlined the options in response to the request: have no meeting, ask staff to hold the meeting, have a full commission meeting, or delegate a commission member to meet with staff and the parties.

Mr. Langley said another option is for the land owners to speak at the public hearing and be allowed additional time to speak. He noted that one of the attorneys advised him that their intent was not to discuss litigation matters but solely to discuss pending comp plan amendments and their desire for changes to the draft approved on first reading. He stated the best approach is to listen and ask questions for clarification but not to engage negotiations.

Discussion ensued on the options, reluctance to meet while there is pending litigation and a desire to receive information specific to modifications to the OAO without engaging in discussions.

Consensus was to have staff meet with the owners and present a summary of meeting to the commission.

Mayor Anderson declared a recess at 7:27 and reconvened the meeting at 7:43 p.m.

12) City Commission Reports

Commissioner Sullivan

- Congratulated Susan Omoto, Executive Director of Casa Feliz, on the building receiving approval for a State historical marker.
- Reported on distribution of ARPA grant funds and thanked staff for their work on the grant process.
- Spoke on residents' concerns about large trucks and semi-trucks in neighborhoods and expressed appreciation for staff's efforts toward resolving the matter.

Commissioner DeCiccio

- Noted that the new Library will be used as an early voting site and asked staff to provide to the Library the guidelines for location and enforcement of candidate signs before next election.
- Spoke about the Economic Development Advisory Board and its request to identify each city-owned property (except parks) and determine its best economic use and provide recommendations to the commission.

Mayor Anderson stated his preference for the board is to move the board toward economic advisory and away from development, although he understands the members' frustration with the board's purpose. He felt a work session may be necessary to discuss the board's role. After discussion, consensus was to place discussion of the board's mission on the next agenda.

- Spoke on the ongoing homeless issue and asked what steps can be taken to address the issue both at the city and regional level.

Mr. Knight stated that staff is doing everything legally possible including considering an ordinance changing the parks closing hours that may help PD enforcement. Discussion followed on relationships, assistance and efforts toward address this matter. It was noted that incidents can be reported to the non-emergency police number or the city manager's office during business hours.

- Lake Killarney - start now or wait until other two appointments. staff will be contacting members to schedule its first meeting.

Commissioner Cooper

- Addressed appointments to the OAO Architectural Review Board. Consensus was to place discussion on next agenda.
- Gave a presentation on conversion of septic to sewer and establishing conversion as a long-term goal. Commissioner DeCiccio noted that the Utilities Advisory Board is looking at this and suggested that considering an incentive for Fairbanks Avenue

property owners to convert to sewer. David Zusi, Director of Water and Wastewater Utilities responded to questions.

- Said she would like to consider prohibition of lot splits in certain conditions: where property is on septic, in high recharge areas, where heritage trees are in footprint of new building, and along wetlands and waterways.

Commissioner Weaver

- Asked for testing of water at north side of Lake Killarney (south of Lee Road).
- Spoke on the noise level at Showalter Field after 10 p.m. and asked that staff look at noise provisions in order to reduce noise level after 10 p.m. Approved by consensus
- Thanked the commission for approving the new Director of Natural Resources position and spoke on the need to discuss funding sources in the near future.
- Noted that he will be presenting a proclamation on Sunday to Bethel Missionary Baptist Church who is celebrating its 110th anniversary.
- Suggested formation of a committee to look at location and content of historic markers for historic churches in the CRA using CRA funds.
- Spoke in the Ideal Women's Club whose building requires a new roof soon at an anticipated cost of \$30,000. He asked to consider using CRA funds without the club having to match funds because of its limited resources or ARPA funds. Consensus was to place on the next agenda to consider funding.

Mayor Anderson

- Re-addressed the EDAB and spoke on his preference for the board to look at the city's long-term growth and financial sustainability.

13) Summary of Meeting Actions

- Requested staff to provide options for interactive fountain at one of the parks.
- Requested acceleration of Denning/Fairbanks turn lanes.
- Requested staff to work with FDOT on traffic improvements at 17-92 and Morse Blvd.
- Requested more details on development items on City Manager's Report.
- Requested Dinky Dock project be accelerated.
- Approved the Consent Agenda
- Approved Tanglewood Canal interlocal agreement with Seminole County.
- Approved increase in minimum wage to \$15/hour for full-time positions.
- Approved two additions to the Winter Park Register of Historic Places.
- Requested discussion of request of retroactive historic preservation grant for 1565 Orange Avenue on next agenda.
- Approved lot split on 1832 Pineview Circle with two conditions
- Approved ordinance on first reading authorizing lease with Library with amendments.
- Adopted ordinance adding property rights element in comp plan.

- Adopted ordinance placing charter amendments on March 2022 ballot.
- Adopted ordinance amending Line of Credit for electric.
- Approved work session on Fairbanks Avenue project (but not with applicant)
- Declined request for work session with Demetree Global or Holler but with willingness to any receive relevant information
- Place discussion of EDAB mission on next agenda.
- Directed staff to schedule the first Lake Killarney Advisory Board meeting.
- Place discussion of appointments to the OAO Architectural Review Board on next agenda.
- Place discussion of lot splits and parameters on future agenda.
- Discussed revisions of noise ordinance to address noise after 10 p.m.
- Place funding options to assist the Ideal Women's Club on the next agenda.
- Requested staff to prepare guidelines for signage for election/polling place.

14) Adjournment

The meeting adjourned at 8:26 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date October 27, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the work session, October 14, 2021

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2021-10-14 ws.pdf](#)



City Commission Work Session Minutes

October 14, 2021 at 3:30 p.m.

Virtual

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Carolyn Cooper and Todd Weaver; City Manager Randy Knight; City Clerk Rene Cranis

Also Present

Division Director of Office of Management and Budget Peter Moore; John Rife, Founder, East End Market; and Wade Miller, architect.

1) Call to Order

Mayor Anderson called the meeting to order at 1:06 p.m.

2) Discussion Item(s)

a. Old Library Site Reuse Discussion & Exchange Concept Proposal

Mayor Anderson stated the primary goal is to understand a prior presentation on a proposal for future use of the old library.

Commissioner Cooper provided details on The Exchange, a collaboration of community members including Mr. Rife and Mr. Miller, which was designed to enhance community space and arts and culture in the city. She said that if this is to be sustainable there must be a component that generates revenue.

John Rife began the discussion posing the question of whether refurbishing the building will provide the "sandbox" to further arts and cultural opportunities or whether it is better to sell and develop something elsewhere. He spoke on the need to support local entrepreneurship that gives the city a sense of place, but there has to be a balance between paying the bills and using city infrastructure and assets to further the strategic vision of the city. He explained that providing temporary space or short-term leased spaces for start-ups on the first floor would generate revenue; however, the building doesn't justify market rent in its current condition.

Mr. Miller said the building presents the opportunity to create something different that the city can be known for and a sense of diversity in people and community. He spoke on the cost to retrofit the building and issuing an RFP.

Mr. Knight agreed that an RFP is needed but the first step is identifying the true cost to retrofit building to code and ADA standards and make it tenant-ready.

Mayor Anderson spoke on the costs to renovate the building and parking for tenants. He believes the city would need to invest significant funds to attract a market-based tenant who can handle its own improvements.

Discussion followed on the potential costs, funding, level of improvements, and providing a location for start-ups.

Mayor Anderson addressed the parameters of the RFP and questioned whether a developer would want to take this on at a potential cost of approximately \$6M.

Commissioner Cooper spoke about parking requirements and calculations and presented data suggesting that controlling the use of upper floors could reduce parking needs and costs by avoiding the need for a parking garage. She feels that the first floor should be used to lure visitors and the top floors used for arts and culture. Discussion followed on parking needs, options and cost.

Mr. Miller and Mr. Rife left the meeting at 2:15 p.m.

The following questions were raised and discussed: traffic impact and parking needs which will be driven by square footage utilization, the amount the city wants to invest (start with RFP with no investment from the city or partial investment by the city), funding sources and timing; gaps in space needs; city becoming landlord for another building or having a single tenant who would manage other tenants.

Discussion returned to the parameters of the RFP, use and parking. Mayor Anderson suggested placing this on a future agenda to discuss how to gauge community acceptance and on how much money the city wants to invest in improvements before moving forward with an RFP. Approved by consensus.

3) Adjournment

The meeting adjourned at 2:32 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date October 27, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following purchase:

item list

1. Superion, LLC - Sungard HTE Annual Support; Amount \$112,225.03 for support and maintenance of the NaviLine system.

motion / recommendation

Commission approve item as presented and authorize Mayor to execute Agreement.

background

This is a renewal of an existing support and maintenance agreement for software utilized by IT and various departments.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date October 27, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following contracts:

item list

1. Power Engineers, Inc. - Renewal of RFQ-18-2018 - Professional Engineering Services to Design Underground Conversion of Power Lines; Amount: \$150,000 for services on an as needed basis during the term of the Agreement.
2. HDD of Florida - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; Amount: \$3,080,000 for services on an as needed basis during the term of the Agreement.
3. Cathcart Construction Company - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; Amount: \$82,000 for services on an as needed basis during the term of the Agreement.
4. Heart Utilities of Jacksonville - Renewal of RFP10-19 - Electric Utility Installation & Maintenance; Amount: \$2,860,000 for services on an as needed basis during the term of the Agreement.
5. High Performance Sports Management - Renewal of RFP17-18 - Tennis Programming & Instructional Services; Amount: \$450,000 for services on an as needed basis during the term of the Agreement.
6. Brown & Brown of Florida, Inc. - Renewal of RFP22-18 - Insurance Agent/Broker of Record; Amount: \$1,100,000; All City insurance premium payments are processed directly through Brown & Brown of Florida.
7. A Budget Tree Service Inc. - ITN23-18 - Vegetation Management Services; Amount: \$700,000 for services on an as needed basis during the term of the Agreement.

motion / recommendation

Commission approve items as presented and authorize Mayor to execute Agreements.

background

Formal solicitations were issued to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date October 27, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contracts:

item list

1. CDW Government - Sourcewell Contract #081419-CDW - Technology Catalog Solutions; For services on an as-needed basis during the term of the Agreement, contract term through November 1, 2023; Amount: \$275,000
2. ABM Industry Groups, LLC - Pasco County Contract #IFB-TB-16-131 - Janitorial Services & Equipment; For services on an as-needed basis during the term of the Agreement, contract term through March 1, 2023; Amount: \$330,000

motion / recommendation

Commission approve items as presented and authorize the Mayor to execute the Agreements.

background

1-2: A formal solicitation process was conducted by the originating agency to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date October 27, 2021
prepared by Parsram Rajaram	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Investment in Public Assets and Infrastructure	

subject

Approve 180-day extension of the Broadband and Smart City Ad-Hoc Committee.

motion / recommendation

Approve item as presented

background

On July 28th 2021, the Commission approved Ordinance 3210-21 establishing a Broadband and Smart City Ad-Hoc Committee.

Staff is recommending extension of term of the Broadband and Smart City Ad-Hoc Committee by an additional 180 days from January 24th 2022 to allow adequate time for the Committee to present recommendations to the City Commission.

Per Section 3 of the Ordinance, the term of this Committee can be extended by majority vote of the City Commission.

alternatives / other considerations

N/A

fiscal impact

N/A



City Commission **agenda item**

item type Consent Agenda	meeting date October 27, 2021
prepared by Parsram Rajaram	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Public Health and Safety	

subject

Allocate \$250,000 of ARPA funds for Cybersecurity enhancements.

motion / recommendation

Approve Item as presented.

background

The city experiences numerous hostile inquiries every day. Many of these are generated from foreign entities and are often deployed by bots, or malware infected computers, to probe systems searching for weaknesses. From just 2019 – 2020, ransomware attacks have grown 158% in North America and represent millions in lost or extorted funds to those affected (Jul 8, 2021 www.pbs.org). Ransomware is the process by which hackers enter the infected system, encrypt critical data and then hold the data for ransom until some payment is made. As more companies strengthen their security, local governments have become more popular targets for attacks as they often lack the resources to provide the same level of protection.

Recognizing that cybersecurity has become an increasing concern for local governments, the Federal ARPA funds distributed this year may be used for cybersecurity improvements. Staff is proposing to create a secure data repository, or vault, to help protect against these types of malicious attacks which allow for sequestering of sensitive data and restoration in the case of a ransom attack. According to Dell.com, the average cost to an organization of a ransom attack is \$13 million. As part of the ARPA funding allocation, the City Commission has set aside \$500k for cybersecurity improvements and IT would like to approve utilizing \$250k to implement this security protection, not only for internal city needs but for all the sensitive customer data the city is the custodian for.

alternatives / other considerations

N/A

fiscal impact

If approved, this project will go through pricing and bidding, with an estimated install date of December 2021 and total project completion by January 2022. There is ongoing maintenance expenses that will become part of future budget requests, but this funding will support an initial 3 year contract's worth of maintenance. After the 3rd year, annual costs are likely to be about twenty thousand dollars and will be part of the IT budget.



City Commission **agenda item**

item type Public Hearings	meeting date October 27, 2021
prepared by Jeffrey Briggs	approved by Bronze Stephenson
board approval Completed	
strategic objective	

subject

Resolution and request by Rodie Washington to designate the property at 890 Carver Street built in 1954 to the Winter Park Register of Historic Places.

motion / recommendation

The Historic Preservation Board recommends Approval of this designation.

background

Rodie Washington has voluntarily agreed to designate his home at 890 Carver Street on the Winter Park Register of Historic Places. This home at 890 Carver Street is an example of the Minimal Traditional architectural style applied to a residence as was popular when this home was built in 1954, along with many others in the Hannibal Square neighborhood. This one-story block dwelling is proto-typical of many homes in the Hannibal Square neighborhood that are a simple block house with a front porch and aluminum awning over the front façade.

This one-story home is a total of 1,142 square feet of living space as a two-bedroom, one-bath residence with a detached one car carport in the rear. While there are no plans to do so at this time, the home could be expanded to the rear and carport converted to a garage.

The Minimal Traditional architectural style was popular during the 1930's-1950's across the nation. Many people had limited financial resources and these plain and simple homes were functional and popular for allowing home ownership.

In this current residential market environment that emphasizes tear downs and rebuilds, this historic designation will ensure that the scale and character of one of the original Hannibal Square homes remains in place.

It is not that this home is of remarkable architecture. It's historical value is that it is emblematic of many homes constructed across the Orlando metropolitan area during the 1950's and represents an example of the most common style of home in this

neighborhood. As such, this home at 890 Carver Street typifies the architectural heritage of the neighborhood and many areas of Orlando and this home retains its original architectural integrity. As such, it is qualified for listing on the Winter Park Register of Historic Places.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

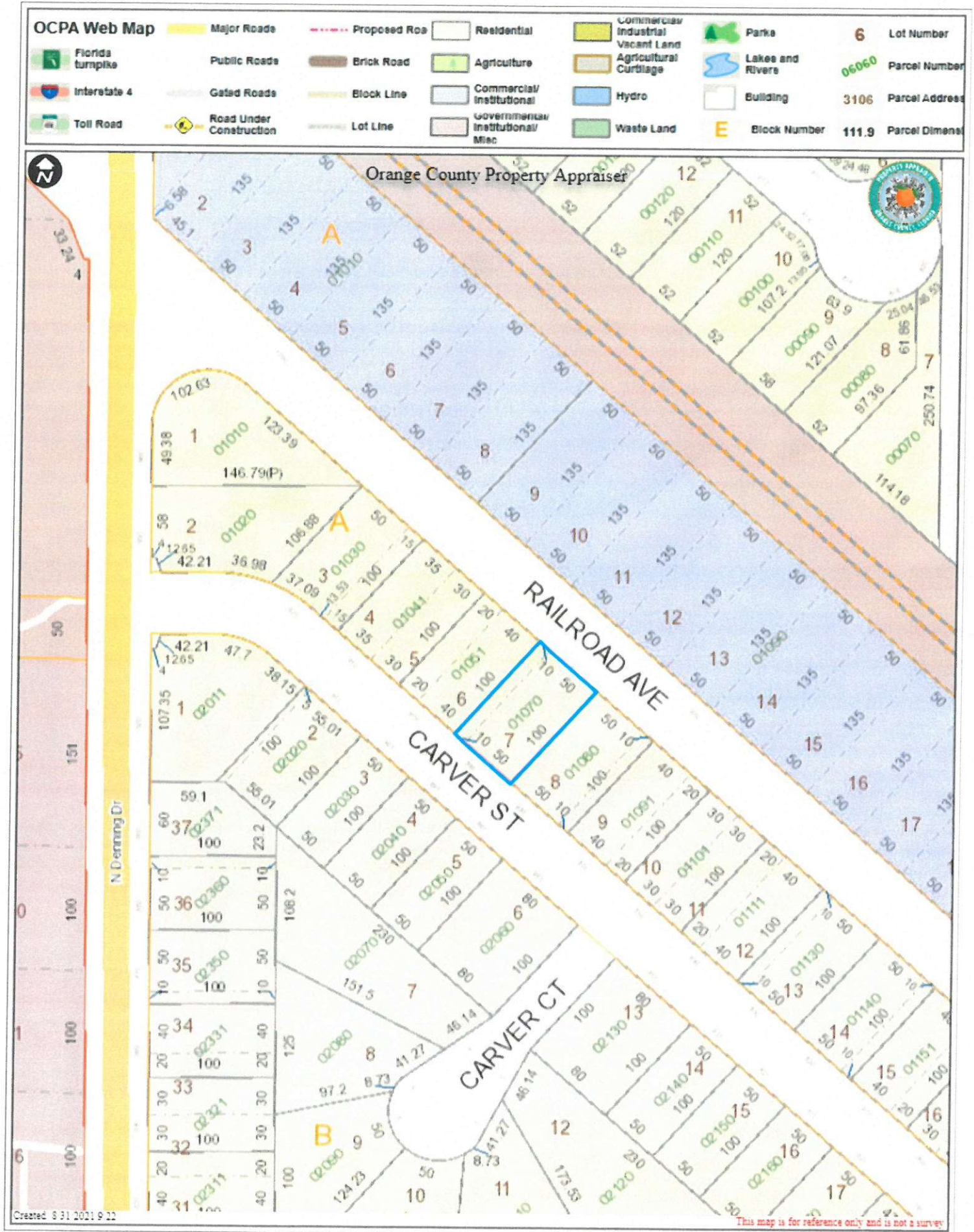
[Location map, aerial, pictures.pdf](#)

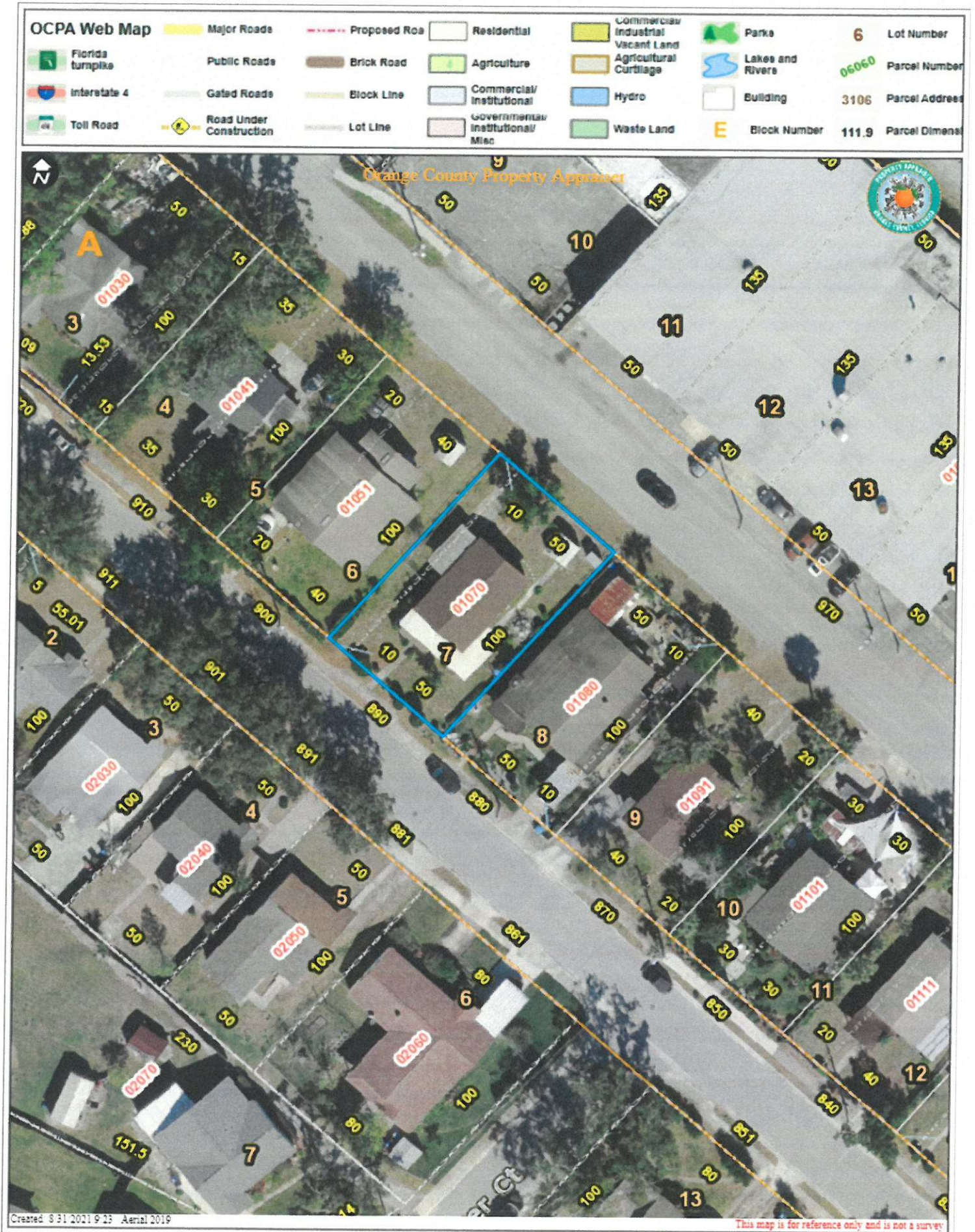
ATTACHMENTS:

[Resolution_890 Carver Street.doc](#)

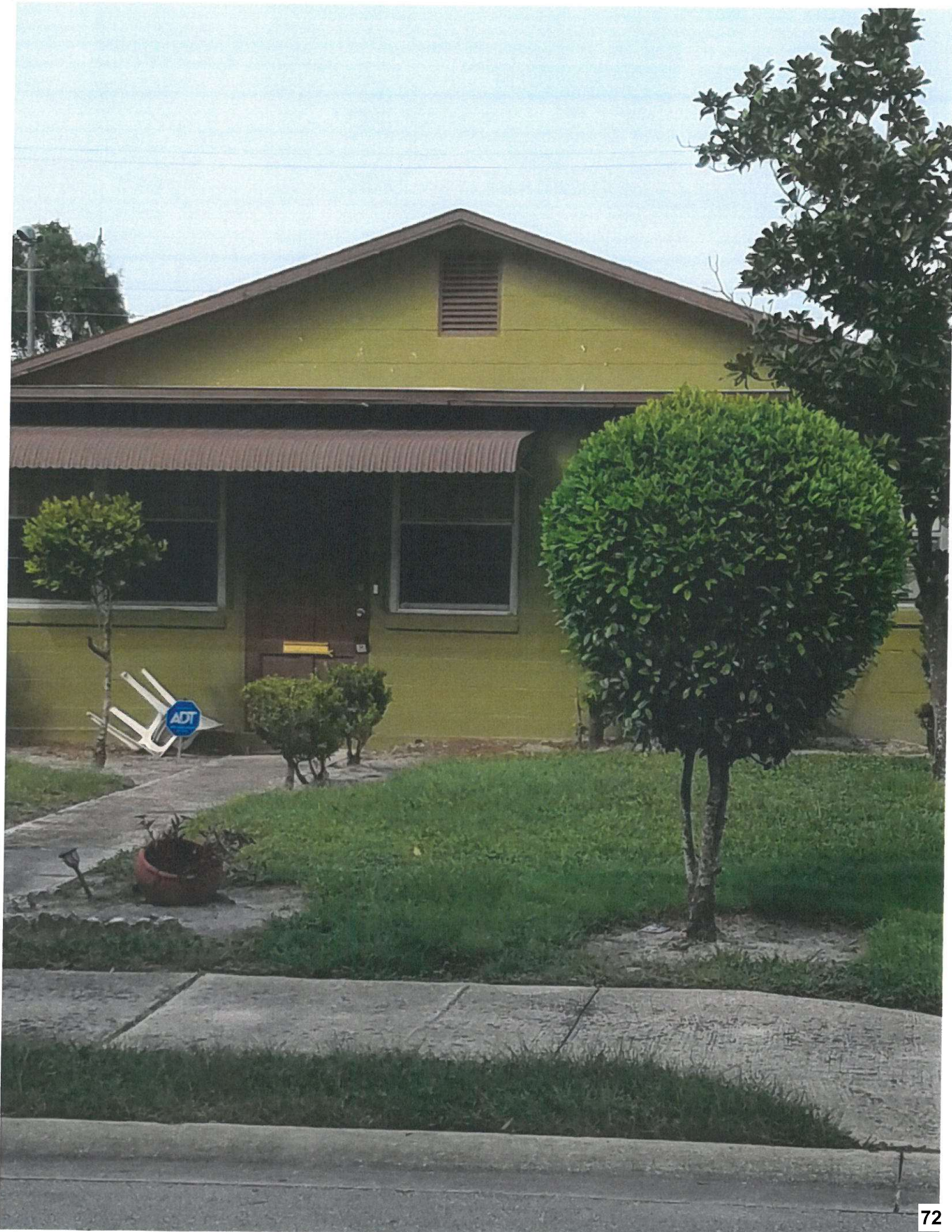
ATTACHMENTS:

[Designation Application.pdf](#)









RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 890 CARVER STREET, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

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

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

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

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 890 Carver Street with the existing home built in 1954 is an example of the Minimal Traditional style architecture popular during that period.

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

SECTION 1. That the City Commission of the City of Winter Park hereby designates 890 Carver Street as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2021.

Phillip Anderson, Mayor

ATTEST:

City Clerk



City of Winter Park
Planning Department
401 Park Avenue, South
Winter Park, Florida 32789
407-599-3323

City of Winter Park Historic Designation Application

1. 890 Carver St. 32789-
Building address
- Rodie C. Washington 890 Carver St. 32789 407-257-8752
Owner's name(s) Address Telephone
- Applicant's name (if different from above) Address Telephone
2. I, Rodie C. Washington, as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.
- Rodie C. Washington 8-9-21
Owner's Signature Date

Historic Preservation Board Office Use

Criteria for Designation

- ☐ A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or
- ☐ B. Association with the lives of a person or persons significant in our past; or that
- ☐ C. Embodies the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or
- ☐ D. Has yielded or are likely to yield information important in prehistory or history.

Legal description

Year built

Historic name of building (if any)

Historic district name (if any)

Date received: _____

HPC Meeting: _____

Case File No.: _____

Florida Master Site File No.: OR-_____

☐ Local Historic Landmark

☐ Local Historic Resource



City Commission agenda item

item type Public Hearings	meeting date October 27, 2021
prepared by Jeffrey Briggs	approved by Bronce Stephenson
board approval Completed	
strategic objective	

subject

Resolution and request by M. Christina Delk to designate the property at 424 and 422 Henkel Circle built in 1915 and 1935 to the Winter Park Register of Historic Places.

motion / recommendation

The Historic Preservation Board recommends Approval of this designation.

background

Christina Delk has voluntarily agreed to designate the property and buildings at 424 and 422 Henkel Circle to the Winter Park Register of Historic Places. The main residence at 424 Henkel Circle was built in 1915 and is an example of the Bungalow architectural style applied to a residence as was popular when this home was built along with many others in the City. The two-story garage and garage apartment building at the rear at 422 Henkel Circle was built in 1935.

The principal two-story residence is a total of 2,288 square feet of living space as a three-bedroom, two and a half-bath residence with the detached garage and garage apartment of a combined 1,386 square feet in the rear. The garage apartment is currently occupied and functions as "guest quarters." However, it has been a rented apartment in the past, as evidenced by the separate address for that unit. The historic designation allows the City to formalize the privilege that allows a future use of that garage apartment as a rental unit.

Henkel Circle is comprised of the T.M. Henkel Addition to Winter Park plat that was recorded in 1913. This home built in 1915 was likely one of the first homes developed by Mr. Henkel or others, right after the Henkel Circle neighborhood was originally platted. Ms. Delk has an old "abstract of title" that shows Mr. Thomas Henkel deeding this lot to Mr. John Harris of Orange County on January 8, 1915. It is not clear if Mr. Henkel built this home or whether it was built by Mr. Harris.

The adjacent home to the east at 430 Henkel Circle from 1928 is also a designated property on the Winter Park Register of Historic Places, so the City has two of the earliest

homes on Henkel Circle on the register.

In this current residential market environment that emphasizes tear downs and rebuilds, this designation will ensure that the scale and character of the original Henkel Circle homes remain in place. In particular, the principal residence at 424 Henkel Circle, retains its original architectural integrity and is qualified for listing on the Winter Park Register of Historic Places.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Location map, aerial, pictures.pdf](#)

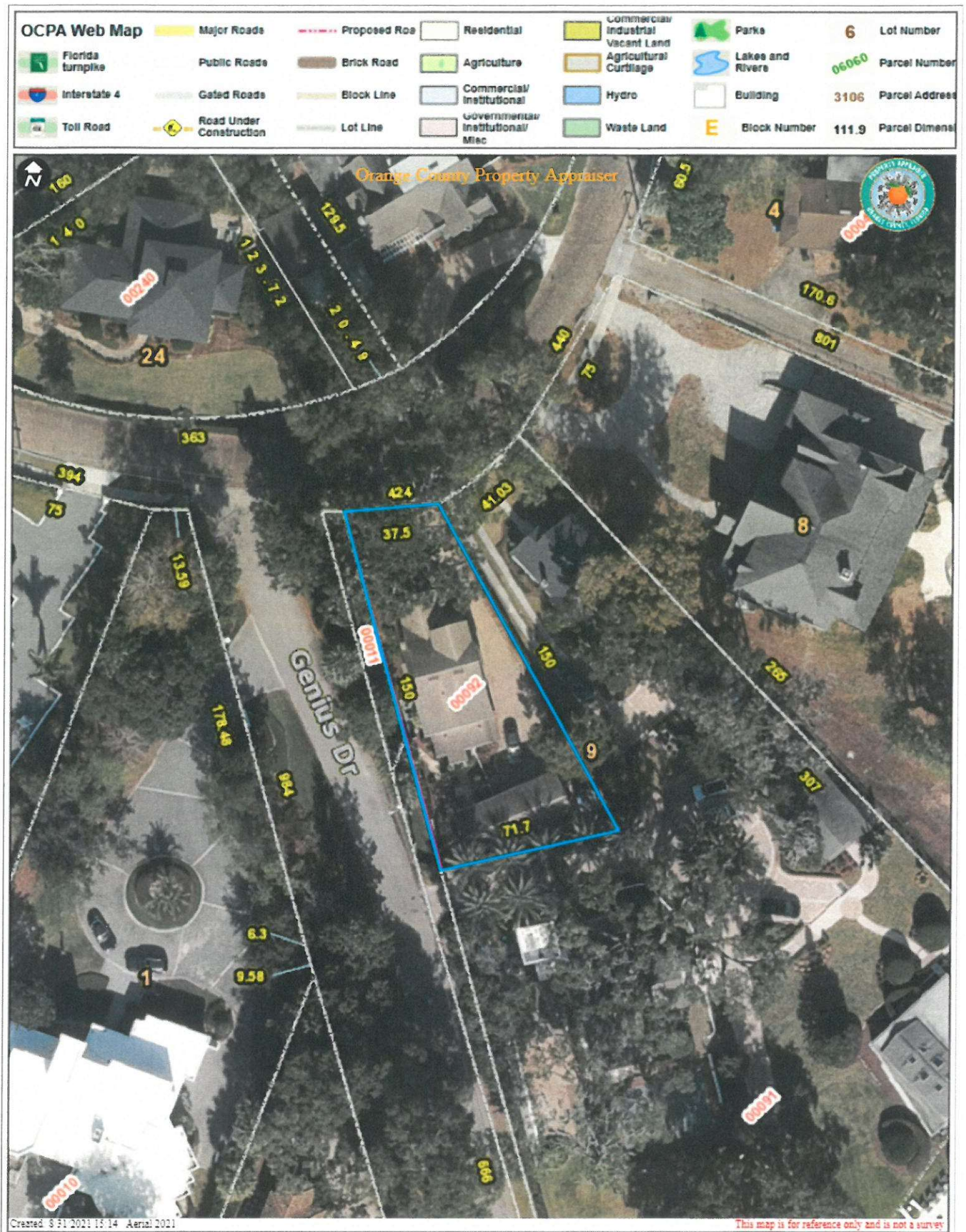
ATTACHMENTS:

[Resolution_424 Henkel Circle.doc](#)

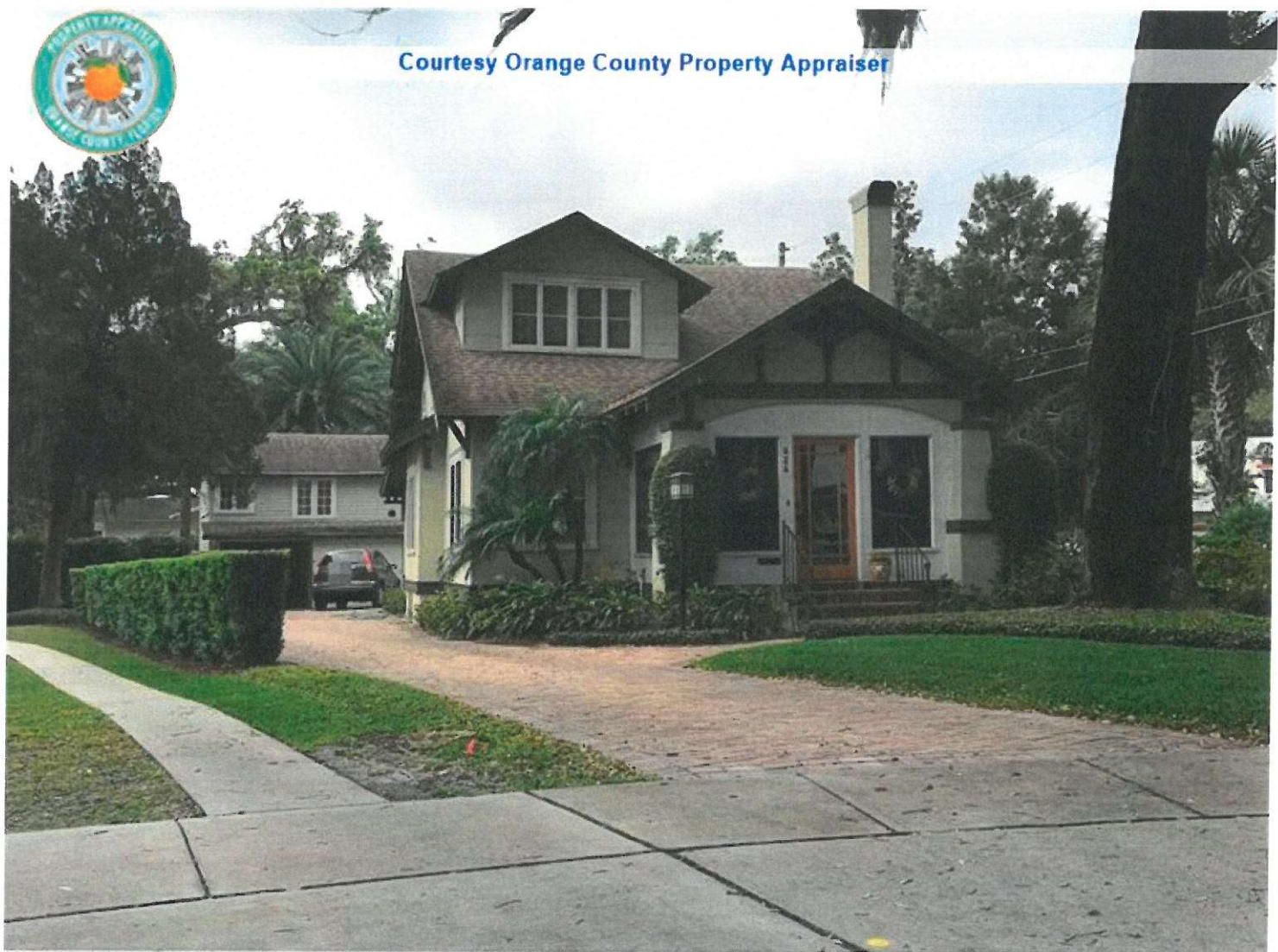
ATTACHMENTS:

[Designation Application.pdf](#)





Parcel Photos - 424 Henkel Cir



424 HENKEL CIR, WINTER PARK, FL 32789 3/18/2021 10:18 AM



Courtesy Orange County Property Appraiser



302208348800092 03/15/2006



Courtesy Orange County Property Appraiser

302208348800092 03/15/2006

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 424 AND 422 HENKEL CIRCLE, WINTER PARK, FLORIDA AS HISTORIC RESOURCES ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

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

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

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

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 424 and 422 Henkel Circle, with the existing main residence built in 1915 and the rear garage and garage apartment building built in 1935, as examples of the Bungalow style architecture.

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

SECTION 1. That the City Commission of the City of Winter Park hereby designates 424 and 422 Henkel Circle as historic resources on the Winter Park Register of Historic Places.

SECTION 2. This property holds a detached garage with a garage apartment that has been a separate rental apartment in the past as evidenced by the separate address of 422 Henkel Circle. As permitted by the Historic Preservation Ordinance, this Resolution approval authorizes the future use of the garage apartment as a separate rental unit.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2021.

Phillip Anderson, Mayor

ATTEST:

City Clerk



City of Winter Park
Planning & Transportation Department
401 Park Avenue, South
Winter Park, Florida 32789
407-599-3440

City of Winter Park Historic Designation Application

1. 424 Henkel Circle & 422 Henkel Circle Winter Park, FL 32789

Building address

M. Christina Delk 424 Henkel Circle Winter Park, FL 407 399 5554

Owner's name(s)

Address

Telephone

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

M Christina Delk June 14, 2021

Owner's Signature

Date

Historic Preservation Board Office Use

Criteria for Designation

- ☒ A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or
☒ B. Association with the lives of a person or persons significant in our past; or that
☒ C. Embodies the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or
☒ D. Has yielded or are likely to yield information important in prehistory or history.

(THOMAS M. HENKEL'S ADDITION TO W.P.)

9484/4775

9566/3142

9566/3140

1914

Legal description

original

Year built

I have the title information dating back to 1887

Henkel House?

Historic name of building (if any)

Historic district name (if any)

Date received: _____

HPC Meeting: _____

Case File No.: _____

Florida Master Site File No.: OR-

☐ Local Historic Landmark

☐ Local Historic Resource



City Commission **agenda item**

item type Public Hearings	meeting date October 27, 2021
prepared by Jeffrey Briggs	approved by Bronze Stephenson
board approval Completed	
strategic objective	

subject

Ordinance amending section 58-89 of the City Code concerning zoning changes and amendments; adding a subsection concerning superseding clauses within zoning code text amendments and clarifying provisions relating to persons who may make applications for zoning text and map amendments. (1st Reading)

motion / recommendation

The Planning and Zoning Board recommends Approval of this Ordinance.

background

At the time of the review of the Henderson Hotel project, the zoning amendment to implement the proposed land use changes contained proposed Amendment language stating that if any conflicts were discovered in the future between the new provisions of the zoning code and any existing provisions of the zoning code, then the new provisions would “supersede” or “prevail” to the extent that there was any conflict. Examination of the Ordinance proposal led to concerns that this type of language allowing all sections to supercede would potentially create unforeseen issues. Language such as what was proposed was too open-ended, so this new language would remove the ability to propose code amendments that could lead to too much flexibility and the inability for staff to enforce the Zoning Code and Comp Plan.

The City Commission has discussed this technique and believes that if there is to be an over-ride of an existing zoning regulation, then it should be very specific to an element of the project, so that it is very clear what zoning regulation is being proposed to be modified. The City Attorney’s Office and staff have prepared the clarifying text attached herein.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 58-89 OF THE CITY CODE CONCERNING ZONING CHANGES AND AMENDMENTS; ADDING A SUBSECTION CONCERNING SUPERSEDING CLAUSES WITHIN ZONING CODE TEXT AMENDMENTS; CLARIFYING PROVISIONS RELATING TO PERSONS WHO MAY MAKE APPLICATIONS FOR ZONING TEXT AND MAP AMENDMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the purpose of promotion and protection of due process and general welfare of the City to amend the City of Winter Park Land Development Code as set forth in this Ordinance.

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, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning", Section 58-89 of the City of Winter Park Land Development Code is hereby amended by amending subsection 58-89(a)(1) and adding a new subsection 58-89 (a)(4) as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-89. Zoning changes and amendments, public notice requirements and procedures for zoning amendments and conditional uses.

(a) *Applications for zoning changes and amendments.* The regulations, restrictions, and district boundaries set out in this article may from time to time be amended, supplemented, changed or repealed. The procedure shall be as follows:

(1) A zoning text or map amendment may be proposed by the city commission, city staff or the planning and zoning ~~board~~commission. A zoning map amendment may be proposed by any individual, corporation, limited liability company, trust, partnership or other entity having a bona-fide interest in such property affected by the proposed amendment. A "bona fide interest" in the property is determined by either: (i) having a fee simple ownership in the property affected by the amendment, or (ii) by standing under a contract to purchase such land property and having written consent of the fee simple property owner(s) for the proposed amendment. All zoning text or map amendments must be made by ordinance.

(2) Applications shall be submitted on a standard application form accompanied by all pertinent information which may be required for proper consideration of the matter, along with payment of fees and charges as established by the city commission.

(3) Applicants shall include prospective plans indicating the desired development scenario proposed as a result of an approval per the plan submission requirements established for conditional uses. Applicants shall also indicate if the proposed development includes a request for community redevelopment area (CRA) funds, including the amount requested and the purpose of such funding.

(4) To the extent any Article III zoning code text amendment is intended to prevail over or supersede any Article III zoning code or other code provision, the provisions to be superseded must be stated with particularity. Without specific reference to the provisions to be superseded, there is no basis under the text amendment for property owners, applicants, or others to avoid compliance therewith as well as any other code provisions applicable to the matter under consideration. This provision does not prohibit the inclusion or application of non-codified conflicts clauses in ordinances adopting Article III zoning code text amendments and other code amendments.

SECTION 2. CODIFICATION. Section 1 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances.

SECTION 3. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 4. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

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 _____ 2021.

By: _____
Mayor Phil Anderson

ATTEST:
By: _____
Rene Cranis, City Clerk



City Commission **agenda item**

item type Public Hearings	meeting date October 27, 2021
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Ordinance (2nd reading) authorizing the Lease Agreement with Winter Park Public Library Association and approval of the Operating & Funding Agreement with the Winter Park Public Library.

motion / recommendation

Approval of the Ordinance authorizing the Lease Agreement with the Winter Park Library Association as presented, which include the revisions requested by the Commission. Approval of the Operating & Funding Agreement with the Winter Park Library Association as presented.

background

With the completion of the new Library & Events Center campus, the city and the Winter Park Public Library (WPPL) have negotiated a Lease and an Operating and Funding agreement to govern the WPPL's occupancy of the newly completed library building. These agreements have gone through multiple iterations with attorneys for both the city and the WPPL, and puts into contract form the agreed upon responsibilities discussed as part of the approved FY22 budget.

Redline and Clean versions of the Lease and Operating Agreement are attached to show changes from the prior 1st reading. Changes include:

- The Exhibit B which delineates responsibilities in the new building has been converted to a matrix format and more clearly demonstrates which party will be responsible for future maintenance, repairs, and replacements.
- Language regarding political activity was made to correspond to the requirements of the Library being a 501c3.
- A Whereas clause was added that speaks to board composition intent.
- The Assignability of the lease was put solely in the Commission's discretion.
- There were discussions about finding an alternative to the rent payment process, however the process that the city has historically done still seems to be the best to

meet the needs of both parties and the ability to acquire grants.

alternatives / other considerations

fiscal impact

The city's approved budget for FY22 has allocated just under \$1.7 million in operating support for the WPPL. This amount does not include the in-kind value of the rental space provided. Continuing past practice, the contracts are structured so that rent is effectively zero and this is considered part of the city's operating support for the WPPL.

ATTACHMENTS:

[Ordinance Authorizing Lease of Library Property - 09-14-2021 - v2.pdf](#)

ATTACHMENTS:

[Winter Park Library Lease - Final 2nd Reading - Redline.doc.pdf](#)

ATTACHMENTS:

[Winter Park Library Lease - Final 2nd Reading - Clean.pdf](#)

ATTACHMENTS:

[Winter Park Library Operating and Funding Agreement - Final 2nd Reading - Redline.pdf](#)

ATTACHMENTS:

[Winter Park Library Operating and Funding Agreement - Final 2nd Reading - Clean.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN PROPERTY TO THE WINTER PARK LIBRARY ASSOCIATION FOR THE OPERATION OF A PUBLIC LIBRARY FACILITY, WHICH PROPERTY IS SITUATED ON PROPERTY HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBER 01-22-29-4512-03-010; PROVIDING FOR CONFLICTS; NON-CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11(2)(b)(7) of the Charter of the City of Winter Park, Florida, requires the City Commission to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

WHEREAS, the City owns fee simple title to real property identified to wit ("Leased Premises"), which is more specifically described as set forth in **Exhibit A** to the Lease, which is attached hereto and incorporated herein as **Exhibit 1**; and

WHEREAS, the Winter Park Library Association, Inc. ("Lessee") presently operates the Winter Park public library located at 460 East New England Avenue, Winter Park, Florida, for the benefit of the City and its citizens; and

WHEREAS, the City has constructed or is otherwise in the process of completing construction of a new public library facility upon the Leased Premises to better serve the City and the citizens; and

WHEREAS, the City wants the Lessee to occupy and operate the new library facility on the Leased Premises as the new Winter Park Public Library; and

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to the Winter Park Library Association, Inc., in accordance with the Lease Agreement attached as **Exhibit "1"** to this Ordinance ("Lease Agreement").

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

SECTION 1 RECITALS. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. APPROVAL OF LEASE. The City Commission of the City of Winter Park hereby approves the Lease Agreement attached hereto as **Exhibit "1."** The Mayor is hereby authorized to execute the Lease Agreement for and on behalf of the City of Winter Park.

SECTION 3. AUTHORIZATION. This Ordinance constitutes the authorization by the City Commission pursuant to Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, for the lease of the Leased Premises.

SECTION 4. CONFLICTS. To the extent that any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, this Ordinance will govern and control.

SECTION 5. CODIFICATION. No part of this Ordinance will be codified as part of the City Code, and an executed copy of the Ordinance will be maintained by the Clerk at City Hall in accordance with Florida's public records laws.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

Mayor Phil Anderson

ATTEST:

City Clerk, Rene S. Cranis

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this ____ day of _____ 2021, (“Effective Date”) by and between **the City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as “City”) and the **Winter Park Library Association, Inc.**, a Florida not-for-profit corporation, whose principal address is 460 East New England Avenue, Winter Park, Florida 32789-4428 (hereinafter referred to as “Library”), collectively the “Parties”.

RECITALS:

WHEREAS, the City owns fee simple title to that certain Winter Park Library (“Building”), the Parking and Events Center and immediate surrounding area (collectively the “Campus”) located at 1050 West Morse Boulevard, Winter Park, County of Orange, State of Florida, and being upon a portion of the property having Orange County Tax Parcel Identification Number 01-22-29-4512-03-010 (the “City’s Property”) and graphically depicted on the attached **Exhibit “A”**; and

WHEREAS, the City desires to lease to the Library the Building with non-exclusive use of certain portions of the Campus, located upon City’s Property, as graphically depicted on the attached **Exhibit “A”** (the “Campus”), and the Library desires to lease the Building and use portions of the Campus from the City, pursuant to the terms, conditions and provisions contained herein; and

WHEREAS, the Library agrees to accept the leased premises as is and without regard to the present condition of the Building or Campus upon which the Building is located, according to the terms of the Lease and the Operating Agreement; and

WHEREAS, the Library desires to operate the Building as a library for the use and benefit of the City, the citizens of the City of Winter Park, and the general public, as described in the Operating & Funding Agreement, which is incorporated herein by this reference.

NOW THEREFORE, in consideration of the Recitals and the terms, conditions, and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated into this Lease as material provisions hereof.

2. **Term.** The term of this Lease is for an initial period of thirty (30) years commencing on the Effective Date (“Term”). Either Party may terminate this Lease **at no penalty or cost** by providing twelve (12) months prior written notice to the other Party – but only after an initial five (5) year period, which period commences upon the Effective Date. At the option of the Parties, the Term may be extended for fifteen (15) year periods with the Parties to mutually confirm such extensions at least one (1) year before the end of the initial thirty (30) year term or the current fifteen (15) year extension (if in effect), or as otherwise agreed by the Parties. It is the intent that this Lease Agreement run simultaneously together with the Operating and Funding Agreement

between the Parties, which is incorporated herein by reference, so that both Agreements commence and terminate, or otherwise expire, simultaneously.

3. **Use & Improvements.** During the Term, and as the Term may be extended, the Library shall have the right of possession, operation, and use of the Building and non-exclusive use of the Campus as shown in **Exhibit A** and as provided and limited herein with the Building to be used as a library facility open to the general public, including any ancillary uses in connection therewith. The Library may only operate the Building for public library purposes. The Library shall comply with all applicable laws, ordinances, and regulations in its use and operation of the Building and in the Library's non-exclusive use of the Campus. The Library may not build, construct, alter, demolish, or make any improvements to the Building or Campus, or attach any fixtures in or to the Building or Campus absent an agreement in writing between the Parties and the City may make any improvements, and construct, remove, and change the Campus in any way the City wishes provided such does not unreasonably inhibit the use of the Building. The Library has no rights, including without limitation, to use the Event Center (**Exhibit A**), the use and occupation of which is reserved to the City.

4. **Rent.** The Library shall pay to the City as rent for the Building, the calculated allowance for rent (as provided by the Operating and Funding Agreement) plus the sum of one dollar (\$1) per year ("Rent") to be paid in equal quarterly allotments subsequent to the transfer of funds from the City to the Library. The Rent under this Lease will be paid within fifteen business days of each quarter, with the first quarter commencing upon the Effective Date. Rent will be payable without notice or demand and without deduction, off-set, or abatement in lawful money of the United States to the City at the address stated herein for notices, or to such other persons or such other places as the City may designate to the Library in writing.

5. **Possession.** During the Term of this Lease, the Library shall have, hold, and enjoy possession of the Building and non-exclusive access to ~~AND~~ use ~~OF~~ the Campus as shown on **Exhibit A** as limited herein and provided hereinafter, and all rights granted to the Library by this Lease are subject and subordinate to City's reserved rights. Any changes to this Lease require written mutual agreement between the City and the Library. Further, during the Term, the Library's rights as to the Campus are a non-exclusive license for access and use of the common vehicular parking and pedestrian access areas around the Building and on the Campus (**Exhibit A**) for employee and customer parking and pedestrian access to and from the Building and on the Campus, subject to the City's superior right to operate, control, maintain, repair and regulate such areas. The City reserves the right, upon reasonable notice to and mutual agreement with the Library and without disturbing normal library operations during regular business hours, to utilize the Building for meetings, events, educational programs, and after-hour events sponsored by the City at no charge to the City. Further, the City hereby reserves, upon reasonable notice to the Library, the right to access the Building. The City has no obligation to give any notice to the Library for inspection, cleaning, security, repair and maintenance purposes, provided that such services are provided on a routine, scheduled, or exigent basis as set forth in paragraph 6 *infra*.

6. **Maintenance.** The Library agrees to maintain the Building in a clean and orderly condition, subject to the City's duty to maintain the Building and Campus, as set forth herein. The City is responsible for the day-to-day maintenance of the Building and the Campus and

improvements located thereupon, including repairs, exterior work and maintenance (**Exhibit B**), and janitorial services in and about the Building, and shall have the right to enter the Building with at least 24 hours' notice to the Library for the purposes of providing such services and maintaining such systems for the benefit of the Library, except that notice to the Library will not be required for routinely provided or scheduled services (e.g., janitorial services) or in exigent circumstances in which immediate action must be taken in order to mitigate or otherwise save the building or persons from safety hazards or losses. The Library is responsible for operation of the library services, including the ownership, provision, stocking, and maintenance of inventory (e.g., library specific equipment, books, media, periodicals, microfiche, DVDs, Blu-Ray discs, and other media) opening and closing of the Building, staffing, and general library operations. The respective maintenance responsibilities of both Parties are more specifically set forth in **Exhibit B** attached hereto and incorporated herein.

7. **Indemnification / Limitation on Liability.**

(a) *Indemnification.* The Library agrees that the City will not be liable for any injuries to any person or damage to any personal property except to the extent such injury or damage is caused by the negligence of the City. The Library agrees to indemnify, defend, and hold harmless the City from and against all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including attorneys' and experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under the Operating and Funding Agreement or this Lease, caused by, arising from, or related to the Library's, including the Library's employees, agents, officers, volunteers, or subcontractors' use, actions, or inactions relating to the Library's use and operation of the Building and Campus during the Term as such may be extended.

(b) *Sovereign Immunity.* City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Lease or the Operating and Funding Agreement, nothing in this Lease may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in these Agreements may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(c) *Mutual Obligation.* The City shall indemnify, hold harmless, and defend the Library, its agents, servants, officers, officials, and employees, or any of them, from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and other legal costs, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under the Operating and Funding Agreement or this Lease, provided that same is caused in whole or part by the error, omission, negligent act, failure to act,

malfeasance, misfeasance, conduct, or misconduct of the City, its agents, servants, officers, officials, or employees.

8. **Insurance.** The Library shall provide Insurance, as set forth in the Operating and Funding Agreement, which insurance requirements are incorporated herein by reference.

9. **Default.** It is agreed between the Parties that if either Party defaults or breaches any other covenant or provision of the Operating and Funding Agreement or this Lease, then the non-defaulting Party, after giving the other Party ninety (90) days prior written notice of such default plus an opportunity to cure, if not cured, may seek any legal remedy available under Florida law unless as provided herein. The Library's sole remedies for any breach or default of this Lease or the Operating and Funding Agreement by the City shall be to terminate this Lease and the Operating and Funding Agreement and surrender possession of the Building or an action for specific performance. An action for specific performance under such circumstances must be filed by the Library within one (1) year from the date of the first breach or default of this Lease or the Operating and Funding Agreement or else such cause is waived and barred.

10. **Attorneys' Fees.** If either Party commences an action against the other Party arising out of or in connection with this Lease or the Operating and Funding Agreement, the prevailing Party will be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and costs of litigation, including through all appeals.

11. **Binding on Successors and Assigns.** Each provision of this Lease performable by either Party hereto will be deemed both a covenant and a condition. The terms, conditions and provisions of this Lease are binding upon and inure to the benefit of each of the Parties hereto, their heirs, personal representatives, and successors and assigns; provided, however, this Lease may not be assigned or sub-let by Library without the prior written consent of the City.

12. **Notices.** Notices shall be provided to the Parties as set forth in Paragraph 23 of the Operating and Funding Agreement

13. **Holdover.** If the Library remains in possession of the Building after the expiration of the Term or any extension thereof, the Library will be deemed to be occupying the Building pursuant to a month-to-month leasehold under the same terms of this Lease, at a rental amount of \$1.00 per month. However, this provision does not prevent the City from refusing such month-to-month arrangement by refusing to accept monthly rent and electing its remedies to evict or eject the Library from the Building if the Library refuses to vacate the Building upon demand by the City.

14. **Time.** Time is of the essence of this Lease. Neither Party may be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which will mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, pandemic, or any other cause not reasonably within the control of such Party and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome.

15. **Intentionally left blank.**

16. **Applicable Law.** The laws of the State of Florida govern the validity, performance and enforcement of this Lease. The Parties to this Lease further agree that any and all litigation arising from the terms of this Lease and the subject matter contained herein will, if in state court, be filed and heard in a court of competent jurisdiction located in Orange County, Florida, or, if in federal court, be filed and heard in the Florida Middle District, Orlando Division.

17. **Severability.** The invalidity or unenforceability of any provision, term, paragraph, sentence, or word of this Lease as determined by a court of competent jurisdiction will not affect or impair the remainder of the Lease, unless such invalidity or unenforceability frustrates the purpose of the Lease or renders it inequitable to either Party.

18. **Appropriations.** The City's performance obligations under the Lease and the Operating and Funding Agreement (and thereby the Library's obligations for Services by the Operating and Funding Agreement), are subject to discretionary annual appropriation by the City's City Commission of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of performance of this Lease and the Operating and Funding Agreement, the Lease will be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

19. **Survival.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Lease Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the City and the Library have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in the presence of:

CITY:

CITY OF WINTER PARK, FL, a municipal corporation.

Witness

Phil Anderson, Mayor

Print

| Date: _____:

Witness

Print

LIBRARY:

Winter Park Library Association, Inc., a Florida

Witness

Print

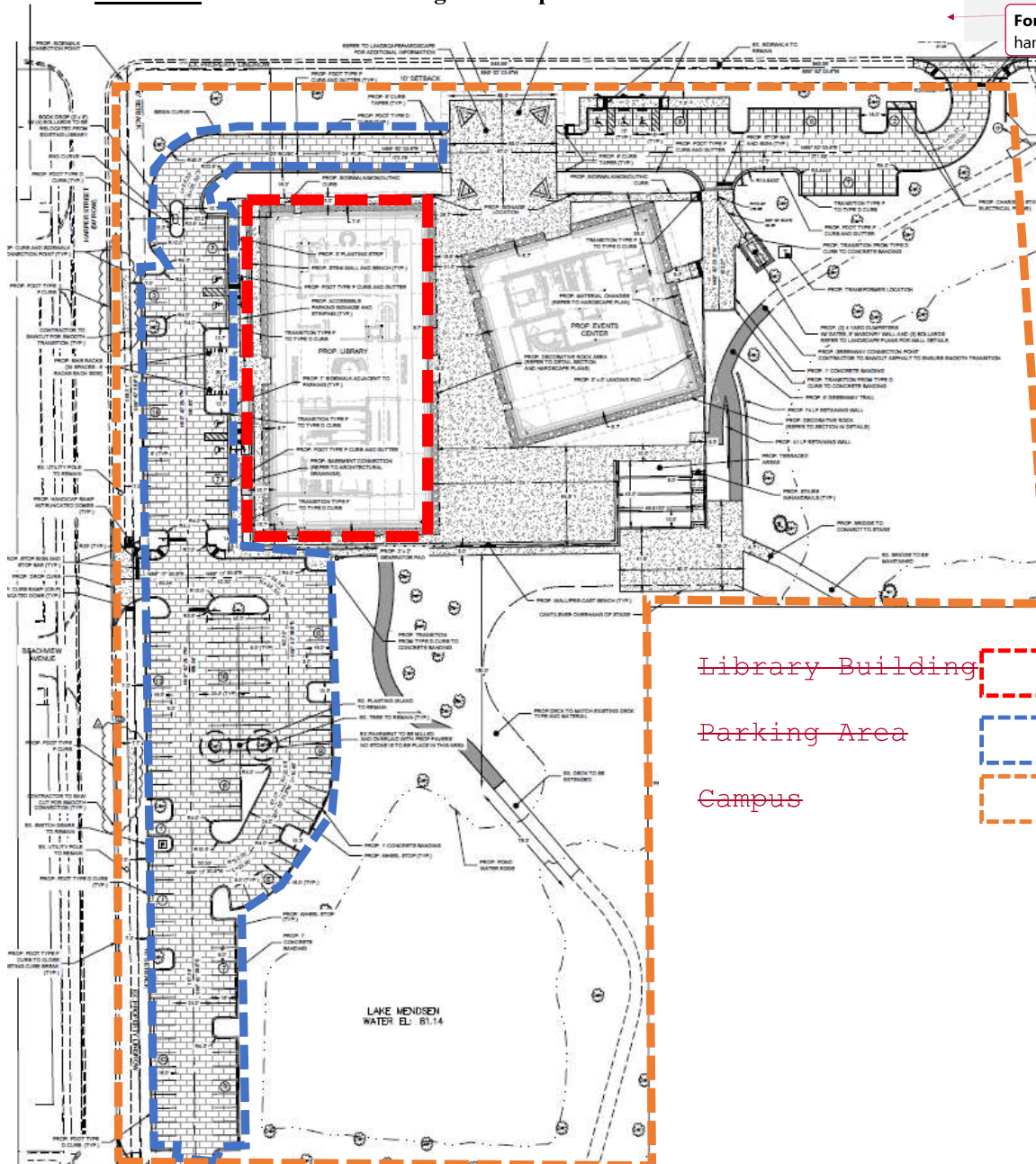
| By: _____:

Witness

| Date: _____:

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Exhibit A - Location of Building on Campus



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Library Building 
 Parking Area 
 Campus 

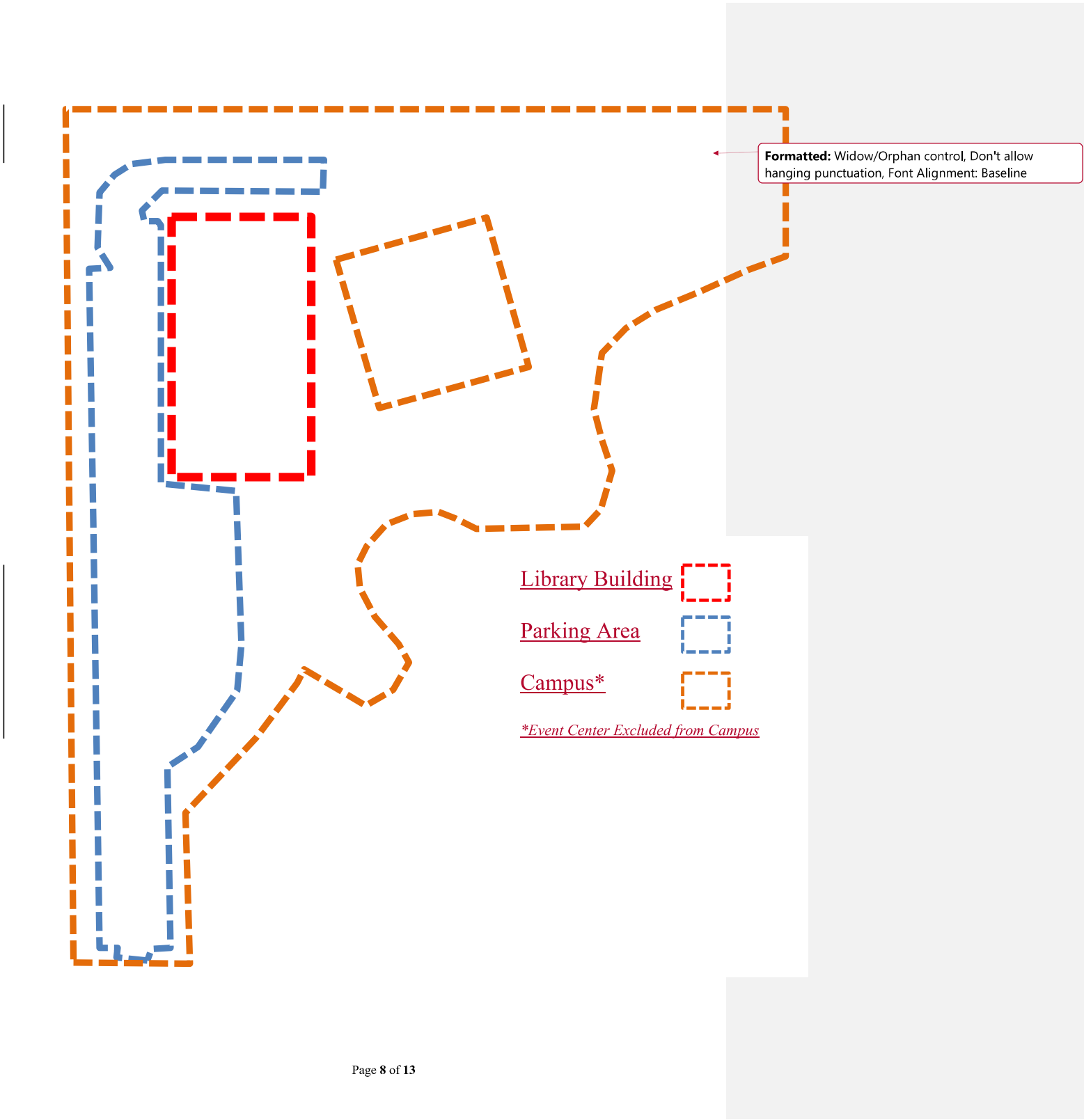


Exhibit B –Statement of Responsibilities– Maintenance & Responsibility

The Parties acknowledge and agree that the following will outline the general matrix delineates the Maintenance and Repair responsibilities and maintenance of the Building. These may be amended at a future date at regarding the mutual consent of both parties. Leased Premises as between the Parties:

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Winter Park Library Association:

<u>Item</u>	<u>City</u>	<u>Library</u>
<u>Cabinets, Vanities, and Countertops</u>	<u>City</u>	
<u>Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)</u>	<u>City</u>	
<u>Changes / Additions to Building</u>	<u>City</u>	
<u>Common Area Maintenance</u>	<u>City</u>	
<u>Dumpsters / Trash</u>	<u>City</u>	
<u>Elevators</u>	<u>City</u>	
<u>Exterior Cleaning</u>	<u>City</u>	
<u>Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)</u>	<u>City</u>	
<u>Exterior Electrical: Meter Base, Outlets, Switches, etc.</u>	<u>City</u>	
<u>Exterior Lighting (Pole and Building Fixtures)</u>	<u>City</u>	
<u>Exterior Painting</u>	<u>City</u>	
<u>Exterior Plumbing (Lift Stations, Pumps, etc.)</u>	<u>City</u>	
<u>Exterior Walls, Building Envelope, and other Structural Components</u>	<u>City</u>	
<u>Exterior Windows</u>	<u>City</u>	
<u>Fire Alarm Systems (incl. False Alarms)</u>	<u>City</u>	
<u>Fire Extinguishers</u>	<u>City</u>	
<u>Generators</u>	<u>City</u>	
<u>HVAC (incl. Filters, Repairs, and Replacement)</u>	<u>City</u>	
<u>Interior Doors (incl. Closure Devices, Frames, Molding, etc.)</u>	<u>City</u>	
<u>Interior Electrical: Main Switchgear & Breakers</u>	<u>City</u>	
<u>Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.</u>	<u>City</u>	
<u>Interior Decoration (incl. Paint, Hanging Pictures, Shelves, Dispensers, etc.)</u>	<u>City</u>	

<u>Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)</u>	<u>City</u>	
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<u>Item</u>	<u>City</u>	<u>Library</u>
<u>Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles</u>	<u>City</u>	
<u>Irrigation Systems (incl. Controllers, Pumps)</u>	<u>City</u>	
<u>Janitorial</u>	<u>City</u>	
<u>Exterior Landscaping and plant care (incl. Debris Clean-up & Storm Drainage)</u>	<u>City</u>	
<u>Interior plant and foliage care</u>	<u>City</u>	
<u>Life Safety / Fire Sprinklers / Fire Hood Suppression</u>	<u>City</u>	
<u>Locks / Key Management</u>	<u>City</u>	
<u>Inspection and certifications for building systems</u>	<u>City</u>	
<u>Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)</u>	<u>City</u>	
<u>Parking Lot and Driveway (incl. Hardscapes)</u>	<u>City</u>	
<u>Pest Control (incl. removal/disposal of dead animals)</u>	<u>City</u>	
<u>Roof</u>	<u>City</u>	
<u>Multifunction photocopy/scan/fax machines and associated services and consumables</u>		<u>Library</u>
<u>Security Systems / Cameras</u>	<u>City</u>	
<u>Signage</u>	<u>City</u>	
<u>Utilities – Electrical & Water/Sewer</u>	<u>City</u>	
<u>Utilities – Internet Access, Phones, IT equipment</u>	<u>City to provide all infrastructure, including routers, switches, phone units, and servers.</u>	<u>Library to pay for internet access, subscriptions, and phone service</u>
<u>Maintenance and Replacement of any furniture and cushions used for Library operations and functions</u>	<u>(City is providing as part of initial build but ongoing maintenance and replacement is the responsibility of the library)</u>	<u>Library (must repair at or near original condition or replace with items of comparable but not necessarily identical quality)</u>

<u>Item</u>	<u>City</u>	<u>Library</u>
<u>Specialized Library equipment such as the automated material handler, security gates, and equipment specific to Library operations</u>		<u>Library</u>
<u>Library office and operational equipment including computers, TVs, Projectors, projection screens, cubicles, and office furniture.</u>	<u>(City is providing some of these items as part of initial build but ongoing maintenance and replacement is the responsibility of the library)</u>	<u>Library</u>
<u>Library Physical and Digital Collection resources</u>		<u>Library</u>
<u>Supplies and equipment utilized for classes and events or Library administrative or programmatic purposes.</u>		<u>Library</u>

In addition, the Library will provide the following services:

- Provide qualified staff for ~~library operation~~Library operations
- ~~— Provide and maintain physical and digital resources~~
- ~~— Provide and maintain supplies and equipment utilized for classes and events or library administrative purposes~~
- Provide home delivery services to qualifying residents residing within the incorporated ~~City~~city-limits of Winter Park
- Provide core library services ~~(, including lending of resources, provision of information, classes and events, and access to the internet)~~
- ~~— Maintain specialized library equipment including the automated material handler, security gates, and equipment specific to library operations~~
- ~~— Maintenance and replacement of furniture used for library operations and functions, replacements must be of considerable quality but do not need to be exact replacements~~

City of Winter Park Responsibilities:

- ~~— Provide janitorial services~~
- ~~— Provide Campus maintenance, including facility exteriors and landscaping~~
- ~~— Provide Building maintenance, including replacement and repair of mechanical, electrical, plumbing, fire, elevator, and structural systems & features~~
- ~~— Provide utilities (electricity and water)~~
- ~~— Provide and maintain IT network and system services, camera & security systems, and phone system~~

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~~— Inspection for and maintenance of Building certifications, fire safety and fire suppression systems, and elevator.~~

Additional Considerations:

- If either Party damages or breaks anything due to their negligence or negligence of patrons/employees, it will be the responsibility of the damaging party to repair or replace the broken/damaged item.

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this _____ day of _____ 2021, (“Effective Date”) by and between **the City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as “City”) and the **Winter Park Library Association, Inc.**, a Florida not-for-profit corporation, whose principal address is 460 East New England Avenue, Winter Park, Florida 32789-4428 (hereinafter referred to as “Library”), collectively the “Parties”.

RECITALS:

WHEREAS, the City owns fee simple title to that certain Winter Park Library (“Building”), the Parking and Events Center and immediate surrounding area (collectively the “Campus”) located at 1050 West Morse Boulevard, Winter Park, County of Orange, State of Florida, and being upon a portion of the property having Orange County Tax Parcel Identification Number 01-22-29-4512-03-010 (the “City’s Property”) and graphically depicted on the attached **Exhibit “A”**; and

WHEREAS, the City desires to lease to the Library the Building with non-exclusive use of certain portions of the Campus, located upon City’s Property, as graphically depicted on the attached **Exhibit “A”** (the “Campus”), and the Library desires to lease the Building and use portions of the Campus from the City, pursuant to the terms, conditions and provisions contained herein; and

WHEREAS, the Library agrees to accept the leased premises as is and without regard to the present condition of the Building or Campus upon which the Building is located, according to the terms of the Lease and the Operating Agreement; and

WHEREAS, the Library desires to operate the Building as a library for the use and benefit of the City, the citizens of the City of Winter Park, and the general public, as described in the Operating & Funding Agreement, which is incorporated herein by this reference.

NOW THEREFORE, in consideration of the Recitals and the terms, conditions, and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated into this Lease as material provisions hereof.

2. **Term.** The term of this Lease is for an initial period of thirty (30) years commencing on the Effective Date (“Term”). Either Party may terminate this Lease at no penalty or cost by providing twelve (12) months prior written notice to the other Party – but only after an initial five (5) year period, which period commences upon the Effective Date. At the option of the Parties, the Term may be extended for fifteen (15) year periods with the Parties to mutually confirm such extensions at least one (1) year before the end of the initial thirty (30) year term or the current fifteen (15) year extension (if in effect), or as otherwise agreed by the Parties. It is the intent that this Lease Agreement run simultaneously together with the Operating

and Funding Agreement between the Parties, which is incorporated herein by reference, so that both Agreements commence and terminate, or otherwise expire, simultaneously.

3. **Use & Improvements.** During the Term, and as the Term may be extended, the Library shall have the right of possession, operation, and use of the Building and non-exclusive use of the Campus as shown in **Exhibit A** and as provided and limited herein with the Building to be used as a library facility open to the general public, including any ancillary uses in connection therewith. The Library may only operate the Building for public library purposes. The Library shall comply with all applicable laws, ordinances, and regulations in its use and operation of the Building and in the Library's non-exclusive use of the Campus. The Library may not build, construct, alter, demolish, or make any improvements to the Building or Campus, or attach any fixtures in or to the Building or Campus absent an agreement in writing between the Parties and the City may make any improvements, and construct, remove, and change the Campus in any way the City wishes provided such does not unreasonably inhibit the use of the Building. The Library has no rights, including without limitation, to use the Event Center (**Exhibit A**), the use and occupation of which is reserved to the City.

4. **Rent.** The Library shall pay to the City as rent for the Building, the calculated allowance for rent (as provided by the Operating and Funding Agreement) plus the sum of one dollar (\$1) per year ("Rent") to be paid in equal quarterly allotments subsequent to the transfer of funds from the City to the Library. The Rent under this Lease will be paid within fifteen business days of each quarter, with the first quarter commencing upon the Effective Date. Rent will be payable without notice or demand and without deduction, off-set, or abatement in lawful money of the United States to the City at the address stated herein for notices, or to such other persons or such other places as the City may designate to the Library in writing.

5. **Possession.** During the Term of this Lease, the Library shall have, hold, and enjoy possession of the Building and non-exclusive access to and use of the Campus as shown on **Exhibit A** as limited herein and provided hereinafter, and all rights granted to the Library by this Lease are subject and subordinate to City's reserved rights. Any changes to this Lease require written mutual agreement between the City and the Library. Further, during the Term, the Library's rights as to the Campus are a non-exclusive license for access and use of the common vehicular parking and pedestrian access areas around the Building and on the Campus (**Exhibit A**) for employee and customer parking and pedestrian access to and from the Building and on the Campus, subject to the City's superior right to operate, control, maintain, repair and regulate such areas. The City reserves the right, upon reasonable notice to and mutual agreement with the Library and without disturbing normal library operations during regular business hours, to utilize the Building for meetings, events, educational programs, and after-hour events sponsored by the City at no charge to the City. Further, the City hereby reserves, upon reasonable notice to the Library, the right to access the Building. The City has no obligation to give any notice to the Library for inspection, cleaning, security, repair and maintenance purposes, provided that such services are provided on a routine, scheduled, or exigent basis as set forth in paragraph 6 *infra*.

6. **Maintenance.** The Library agrees to maintain the Building in a clean and orderly condition, subject to the City's duty to maintain the Building and Campus, as set forth herein. The City is responsible for the day-to-day maintenance of the Building and the Campus and

improvements located thereupon, including repairs, exterior work and maintenance (**Exhibit B**), and janitorial services in and about the Building, and shall have the right to enter the Building with at least 24 hours' notice to the Library for the purposes of providing such services and maintaining such systems for the benefit of the Library, except that notice to the Library will not be required for routinely provided or scheduled services (e.g., janitorial services) or in exigent circumstances in which immediate action must be taken in order to mitigate or otherwise save the building or persons from safety hazards or losses. The Library is responsible for operation of the library services, including the ownership, provision, stocking, and maintenance of inventory (e.g., library specific equipment, books, media, periodicals, microfiche, DVDs, Blu-Ray discs, and other media) opening and closing of the Building, staffing, and general library operations. The respective maintenance responsibilities of both Parties are more specifically set forth in **Exhibit B** attached hereto and incorporated herein.

7. **Indemnification / Limitation on Liability.**

(a) *Indemnification.* The Library agrees that the City will not be liable for any injuries to any person or damage to any personal property except to the extent such injury or damage is caused by the negligence of the City. The Library agrees to indemnify, defend, and hold harmless the City from and against all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including attorneys' and experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under the Operating and Funding Agreement or this Lease, caused by, arising from, or related to the Library's, including the Library's employees, agents, officers, volunteers, or subcontractors' use, actions, or inactions relating to the Library's use and operation of the Building and Campus during the Term as such may be extended.

(b) *Sovereign Immunity.* City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Lease or the Operating and Funding Agreement, nothing in this Lease may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in these Agreements may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(c) *Mutual Obligation.* The City shall indemnify, hold harmless, and defend the Library, its agents, servants, officers, officials, and employees, or any of them, from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and other legal costs, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under the Operating and Funding Agreement or this Lease, provided that same is caused in whole or part by the error, omission, negligent act,

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14. **Time.** Time is of the essence of this Lease. Neither Party may be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which will mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, pandemic, or any other cause not reasonably within the control of such Party and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome.

15. **Intentionally left blank.**

16. **Applicable Law.** The laws of the State of Florida govern the validity, performance and enforcement of this Lease. The Parties to this Lease further agree that any and all litigation arising from the terms of this Lease and the subject matter contained herein will, if in state court, be filed and heard in a court of competent jurisdiction located in Orange County, Florida, or, if in federal court, be filed and heard in the Florida Middle District, Orlando Division.

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18. **Appropriations.** The City's performance obligations under the Lease and the Operating and Funding Agreement (and thereby the Library's obligations for Services by the Operating and Funding Agreement), are subject to discretionary annual appropriation by the City's City Commission of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of performance of this Lease and the Operating and Funding Agreement, the Lease will be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

19. **Survival.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Lease Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the City and the Library have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in
the presence of:

CITY:

CITY OF WINTER PARK, FL, a
municipal corporation.

Witness

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Witness

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Phil Anderson, Mayor

Date: _____

Witness

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Witness

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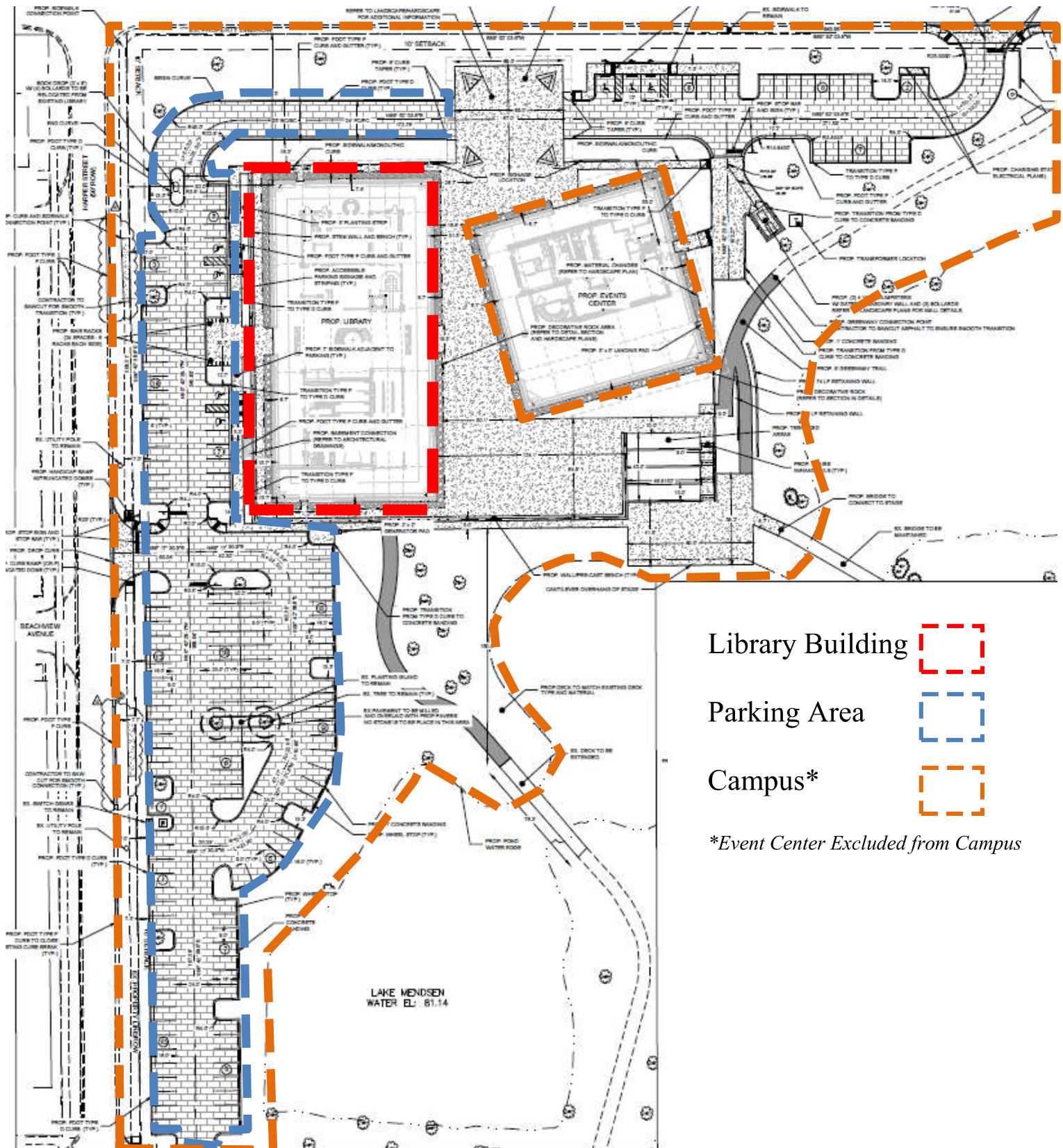
LIBRARY:

**Winter Park Library
Association, Inc.**, a Florida

By: _____

Date: _____

Exhibit A - Location of Building on Campus



Library Building



Parking Area



Campus*



**Event Center Excluded from Campus*

Exhibit B – Maintenance & Responsibility

The Parties acknowledge and agree that the following matrix delineates the Maintenance and Repair responsibilities regarding the Leased Premises as between the Parties:

Item	City	Library
Cabinets, Vanities, and Countertops	City	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	City	
Changes / Additions to Building	City	
Common Area Maintenance	City	
Dumpsters / Trash	City	
Elevators	City	
Exterior Cleaning	City	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	City	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	City	
Exterior Lighting (Pole and Building Fixtures)	City	
Exterior Painting	City	
Exterior Plumbing (Lift Stations, Pumps, etc.)	City	
Exterior Walls, Building Envelope, and other Structural Components	City	
Exterior Windows	City	
Fire Alarm Systems (incl. False Alarms)	City	
Fire Extinguishers	City	
Generators	City	
HVAC (incl. Filters, Repairs, and Replacement)	City	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	City	
Interior Electrical: Main Switchgear & Breakers	City	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	City	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, Dispensers, etc.)	City	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	City	

Item	City	Library
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	City	
Irrigation Systems (incl. Controllers, Pumps)	City	
Janitorial	City	
Exterior Landscaping and plant care (incl. Debris Clean-up & Storm Drainage)	City	
Interior plant and foliage care	City	
Life Safety / Fire Sprinklers / Fire Hood Suppression	City	
Locks / Key Management	City	
Inspection and certifications for building systems	City	
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	City	
Parking Lot and Driveway (incl. Hardscapes)	City	
Pest Control (incl. removal/disposal of dead animals)	City	
Roof	City	
Multifunction photocopy/scan/fax machines and associated services and consumables		Library
Security Systems / Cameras	City	
Signage	City	
Utilities – Electrical & Water/Sewer	City	
Utilities – Internet Access, Phones, IT equipment	City to provide all infrastructure, including routers, switches, phone units, and servers.	Library to pay for internet access, subscriptions, and phone service
Maintenance and Replacement of any furniture and cushions used for Library operations and functions	(City is providing as part of initial build but ongoing maintenance and replacement is the responsibility of the library)	Library (must repair at or near original condition or replace with items of comparable but not necessarily identical quality)

Item	City	Library
Specialized Library equipment such as the automated material handler, security gates, and equipment specific to Library operations		Library
Library office and operational equipment including computers, TVs, Projectors, projection screens, cubicles, and office furniture.	(City is providing some of these items as part of initial build but ongoing maintenance and replacement is the responsibility of the library)	Library
Library Physical and Digital Collection resources		Library
Supplies and equipment utilized for classes and events or Library administrative or programmatic purposes.		Library

In addition, the Library will provide the following services:

- Provide qualified staff for Library operations
- Provide home delivery services to qualifying residents residing within the incorporated city-limits of Winter Park
- Provide core library services, including lending of resources, provision of information, classes and events, and access to the internet

Additional Considerations:

- If either Party damages or breaks anything due to their negligence or negligence of patrons/employees, it will be the responsibility of the damaging party to repair or replace the broken/damaged item.

OPERATING & FUNDING AGREEMENT

THIS OPERATING AND FUNDING AGREEMENT, ("Agreement") is hereby made and entered into this ____ day of _____, 2021 (Effective Date), by and between the **CITY OF WINTER PARK , FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, with its principal address located at 401 South Park Avenue, Winter Park, Florida 32789 ("the City"), and the **WINTER PARK LIBRARY ASSOCIATION, INC.**, a Florida not for profit corporation, with its principal address located at 460 East New England Avenue, Winter Park, Florida 32789-4428 ("the Library"), collectively the "Parties".

RECITALS:

WHEREAS, the Parties desire to create a framework for operational coordination in the use of the newly constructed library (Building), surrounding Parking and Events Center (together, the "Campus") **Exhibit "A,"** including best efforts to coordinate City and Library events and to create a regular framework for the Library to provide performance and financial reports to the City; and

WHEREAS, the Library has historically provided library services to the public for the benefit of the public and the City and the City desires that the Library continue to supply those services and curriculum (collectively the "Services") as set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference; and

WHEREAS, the Library is a qualifying tax-exempt entity, organized and operated exclusively for charitable, literary, and educational purposes, pursuant to 26 U.S.C. 501(c)(3), as further described in Paragraph 7 herein; and

WHEREAS, the Library maintains an independent Board of Directors; and

WHEREAS, the ~~Services provided by the~~ Library ~~benefit, in whole or in part, the~~ has always had a Board of Directors primarily composed of Winter Park citizens ~~and expects to continue to do so in the future; and~~

WHEREAS, the Library desires to operate the Building as a library for the primary use and benefit of the City, ~~the citizens of the City of Winter Park, and the general public;~~ and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare, and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City will appropriate funds to be granted to the Library to support providing such Services; and

WHEREAS, the Parties mutually desire to enter into this Agreement whereby the Library will utilize the aforementioned funds of the City, together with the Library's resources, for the purpose of supporting the Services in accordance with the terms and conditions set forth herein; and

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WHEREAS, the Library has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform the Services set forth in this Agreement; and

WHEREAS, the Parties also intend to execute a Lease Agreement (incorporated by this reference) which will detail rent, term, ownership of assets, and maintenance responsibilities, for the use of the space dedicated for library services in the Building and Campus.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The preamble of this Agreement, including the foregoing recitals, set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. **TERM.** The term of this Agreement is for an initial period of thirty (30) years commencing on the Effective Date ("Term"). Either Party may terminate this Agreement at no cost or penalty by providing twelve (12) months written notice to the other Party – but only after an initial five (5) year period, which period commences upon the Effective Date. At the option of the Parties, the Term may be extended for fifteen (15) year periods with the Parties to mutually confirm such extensions at least one (1) year before the end of the initial thirty (30) year term or fifteen (15) year extensions, or as otherwise agreed by the Parties. It is the intent that this Operating and Funding Agreement and Lease Agreement run simultaneously together between the Parties, which is incorporated herein by reference, so that both Agreements commence and terminate, or otherwise expire, simultaneously

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3. **FUNDING; PERFORMANCE OF SERVICES.**

a) **Funding:** City funding will consist of two elements – an allowance for rent plus support for the Library's operating expenses. The rent allowance will be calculated by a formula that takes account of average rentals for office space on a square foot basis in the City of Winter Park, as determined by Costar's office report for Class A office or a comparable publication and paid to the Library pursuant to the Lease.

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b) **For the initial year** commencing _____, and ending _____, the City will provide funding to the Library in the total sum of One Million Six Hundred Fifty-Seven Thousand Dollars (\$1,657,000.00) to support the Library's operating expenses.

c) **Future Years:** The City and the Library will annually review and adjust the City's funding to the Library, taking into consideration the net market value of the portion of the City's Building leased to the Library (i.e., rent), the costs required to provide an agreed level of service (as described by the Library during each budget cycle review), and accounting for any fluctuation in anticipating operating costs.

d) The City's continued funding under this Operating and Funding Agreement (and thereby the Library's obligations for Services by the Operating and Funding Agreement), is subject to discretionary annual appropriation by the City's Commission

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of funds. When or if funds are not appropriated or otherwise made available to support the continuation of performance of this Operating and Funding Agreement, this Operating Agreement and Lease will be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

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- e) The Library as a recipient of City funds and a 501c3 will abide by all IRS rules and regulations related to political activity.

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3. **PAYMENTS.** The City's payments, pursuant to Paragraph 2 Funding, shall be made to the Library in four (4) equal quarterly payments. All payments by the City are contingent upon the following:

- a) receipt and approval by the City of the Library's annual Audited Financial Report (**Exhibit "C"**) and Summary of Services provided specified in **Exhibit "D";**
- b) inclusion of the audit set forth in Paragraph 9 below; and
- c) compliance by the Library with any and all requirements, terms, and conditions contained in this Agreement, including the provision of the Services by the Library, and the accompanying Lease Agreement.

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Contingent upon these requirements having been met, payments will be disbursed on or about the 15th day of each quarter; provided, however, that to allow the City time to process this Agreement, the City shall have until the later of (i) the 10th day of the first month of the term of this Agreement or (ii) thirty (30) days following execution of the Agreement by all Parties to make the first payment hereunder.

4. *Intentionally Left Blank.*

5. **PERFORMANCE AND FINANCIAL REPORTING.** The Library agrees to submit Audited Financial Report, as specified in **Exhibit C**, to the City Manager or his/her designee in a form and with content acceptable to the City Manager or his/her designee attached hereto and incorporated herein by this reference. In addition, quarterly reports will include an evaluation of the Services and indicate the amount or level of Services provided to City residents (**Exhibit "D"**). Failure to comply with the requirement for submission of such reports in the form and with content acceptable to the City Manager or his designee will constitute grounds for termination of this Agreement and may result in the ineligibility of the Library to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to the Library's receipt of any payment under this Agreement. Performance measures established by mutual agreement of the Parties are detailed in **Exhibit "D"**.

6. **COORDINATION OF CITY AND LIBRARY EVENTS & SHARED FACILITY USE.** The Parties will make good faith efforts to coordinate the City's and Library's use of the shared facilities, shown on the map of the Campus (**Exhibit "A"**), including storage, parking, ramping of vehicles, and event schedules by assigning key personnel at the Library and the City to be in charge of scheduling major events and avoiding and resolving potential conflicts. Each Party may choose and appoint its own personnel, and the Parties agree to hold regular meetings to maintain communication and coordinate activities.

7. **501(c)3 STATUS.** The Library represents and warrants to the City that it has applied for and has received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(c)3 organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Library's tax exempt status must be provided to the City prior to the distribution of any Funds to the Library. The Library shall maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If, during the term of this Agreement, the Library loses its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Library.

8. **NONDISCRIMINATION.** The Library agrees that it shall not unlawfully discriminate in the provision of Services. The Library shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. The Library shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose. The Library further agrees to adhere to and comply with the Americans with Disabilities Act ("ADA") and any and all applicable regulations promulgated pursuant thereto in its provision of the Services. The Library shall further comply with ADA requirements for any Services provided via computer, smartphone, software, the internet, intranet, or online (*i.e.*, "Technology Services"). For the purposes of providing ADA compliant Technology Services under this Agreement, the Library must comply with Web Content Accessibility Guidelines ("WCAG") 2.0 AA or better in order to be deemed compliant. The City acknowledges that the Library is in the process of updating its Technology Services to be compliant with WCAG 2.0 AA or better and that the Library will not be deemed to be in breach of this Agreement as long as such compliance is achieved within one (1) year from Effective Date.

9. **ACCOUNTING AND AUDIT.** For all financial statements and records related to the funding, the Library will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds in accordance with Generally Accepted Accounting Principles (GAAP).

10. **MONITORING.** The Library will permit the City and the City's designees to monitor the Services to ensure compliance with the terms of this Agreement. The Library shall, to assist in the monitoring of its Services, provide the City and the City's designees with access to any Library records required by this Agreement within a reasonable time upon the written request of the City. If the Library breaches this Agreement, the City reserves the right to pursue all available legal and equitable remedies, including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Library in a manner inconsistent with the terms of this Agreement. Library shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within forty-five (45) days of demand by the City.

11. **TERMINATION FOR CAUSE.** This Agreement may be terminated by either Party at any time, for cause, upon ninety (90) days' written notice to the other Party, allowing for an additional period to remedy the notified cause. Such notice must be delivered in the manner set forth in Paragraph 23 below. The termination of this Agreement and the Lease does not relieve the Parties from any obligations under this Agreement with respect to funds paid to the Library prior to termination. Regardless of the foregoing, if the separate Lease Agreement for as between the City and the Library

expires or is otherwise terminated, this Agreement will be terminated conterminously with such Lease unless otherwise set forth in a written and executed agreement between the Parties.

12. **INDEMNIFICATION.** The Parties agree that each shall have the obligation to indemnify, defend, and hold each other harmless as is set forth in the Lease Agreement.

13. **NO WAIVER.** Continued performance by either Party after a default or violation of any of the terms, covenants or conditions herein may not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement will be construed in accordance with the laws of the State of Florida. It is agreed to by the Parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other covenants, conditions, or provisions contained herein.

15. **NON-ASSIGNABILITY.** The Library may not assign its rights or obligations under this Agreement without the prior written consent of the City ~~Manager or his/her designee~~Commission, which assignment may be agreed to, denied, or conditioned in part or in whole as the City ~~Manager or his/her designee~~Commission deems appropriate in ~~his or her~~its sole discretion. A successor Library does not automatically have any rights to the Funds disbursed under this Agreement merely due to its status as a successor to the Library. A successor Library must receive prior approval from the City Manager or his/her designee before it is eligible to receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

16. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the Parties signing hereto, and no right, nor any cause of action may accrue to or for the benefit of any third party.

17. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement may be construed as creating, or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause the Library to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

18. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Agreement is governed by and to be interpreted under the laws of the State of Florida. Both Parties agree to notify the City in writing within thirty (30) business days of the filing to the appropriate regulator of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Library, related to this Agreement; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose.

19. **CREDITS.** The Library will give written credit to the City as a sponsor/financial supporter in an appropriate manner in public announcements where such acknowledgements are being made for other contributors. The form and manner of such written credit shall be mutually agreed to by the Parties.

20. **INSURANCE.** The Library will acquire and maintain, during the term of this Agreement, the insurance coverages in the minimum amounts listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the City Manager or his/her designee upon execution of this Agreement by the Library. For all policies in which the City is required to be an additional insured, the coverage must be primary and non-contributory with any other valid and collectible insurance available to the City. Upon the expiration or modification of such certificates of insurance, the Library shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The insurance coverages must contain a provision that forbids any cancellation, changes, or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days' notice to the City).

- a) Commercial General Liability -- The Library will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for the Library's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Library or by any of its subcontractors arising from work or services performed under this Agreement or the Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Library's agreement to indemnify, defend, and hold the City harmless as provided in this Agreement. The commercial liability policy must be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.
- b) Automobile Liability -- The Library will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for "Any Auto," Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting the Library, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- c) Workers' Compensation -- The Library will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.
- d) Employee's Honesty Insurance (Fidelity Insurance) -- The Library agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of the Library holding a position of trust and authorized to handle funds received or disbursed under this Agreement and the Lease.

Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.

- e) Primary and Excess Coverage -- Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- f) Deductibles -- The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to the Library's business or any subcontractor performing work or services on behalf of the Library or for the Library's benefit under this Agreement or the Lease.
- g) Cancellation Notices -- During the term of this Agreement, Library is responsible for promptly advising and providing the City's Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement and the Lease within two (2) business days of receipt of such notice or change.
- h) Insurance for Third Party Contractors and Vendors -- Library shall provide the City with reasonable advance notice of any vendors, contractors, , and other entities Library engages, hires, or otherwise invites to perform or provide services on City owned property, and the City's risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City's risk manager to protect the City from and against any damages or claims arising from any such entity's activities on City property, as a condition of providing or performing services on City owned property.
- i) Survival. -- The provisions of this section 20. Insurance survive cancellation or termination of this Agreement and the Lease.

21. **PUBLIC RECORDS.** Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide the Library with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE LIBRARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LIBRARY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 599-3447, RCranis@cityofwinterpark.org (or other City designee), or by mail, City Clerk, 401 Park Avenue South, Winter Park, FL 32789.

By entering into this Agreement, Library agrees to comply with public records laws as they pertain to records, kept, generated, or maintained pursuant to this Agreement and the Lease. Pursuant to § 119.0701, Florida Statutes, any contractor, including the Library, entering into an agreement for services with the City is required to:

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a) Keep and maintain public records required by the City to perform the services hereunder.

b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the City.

d) Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in the possession of the Library or keep and maintain such records required by the City to perform the service. If the Library transfers all such records to the City upon completion or termination of the Agreement, the Library shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Library keeps and maintains such records upon completion or termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to this Agreement must be made directly to the City. If the Library receives any such request, the Library shall instruct the requestor to contact the City. If the City does not possess the requested public records, the City shall immediately notify the Library of such request, and the Library must provide the public records to the City or otherwise allow the public records to be inspected or copied within a reasonable time.

The Library acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. The Library further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from the either's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the Party's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida on an expedited basis to enforce the requirements of this section. This paragraph shall survive expiration or termination of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party hereto.

23. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and are deemed to be delivered:

- a) when hand delivered to the person hereinafter designated,
- b) on the date of deposit in the United States Mail, return receipt requested, or
- c) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a Party at the address set forth below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith. The City Manager or his/her designee has full authority to send all notices related to this Agreement on behalf of the City. The Parties' addresses are as follows:

City: **City of Winter Park**
Attention: ~~Budget & Management~~ Division Director
Office of Management & Budget
401 South Park Avenue
Winter Park, Florida 32789

Copy to: **Fishback Dominick**
City Attorney – Winter Park
1947 Lee Road
Winter Park, FL 32789

Library: **Winter Park Library, Inc.**
Attention: Executive Director
Address: _____
Winter Park, FL 32789

24. **SURVIVAL.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF WINTER PARK, FLORIDA

BY: _____
Mayor Phil Anderson

ATTEST:

Rene Cranis, City Clerk

WINTER PARK PUBLIC LIBRARY, INC., a
Florida Not-For-Profit Corporation

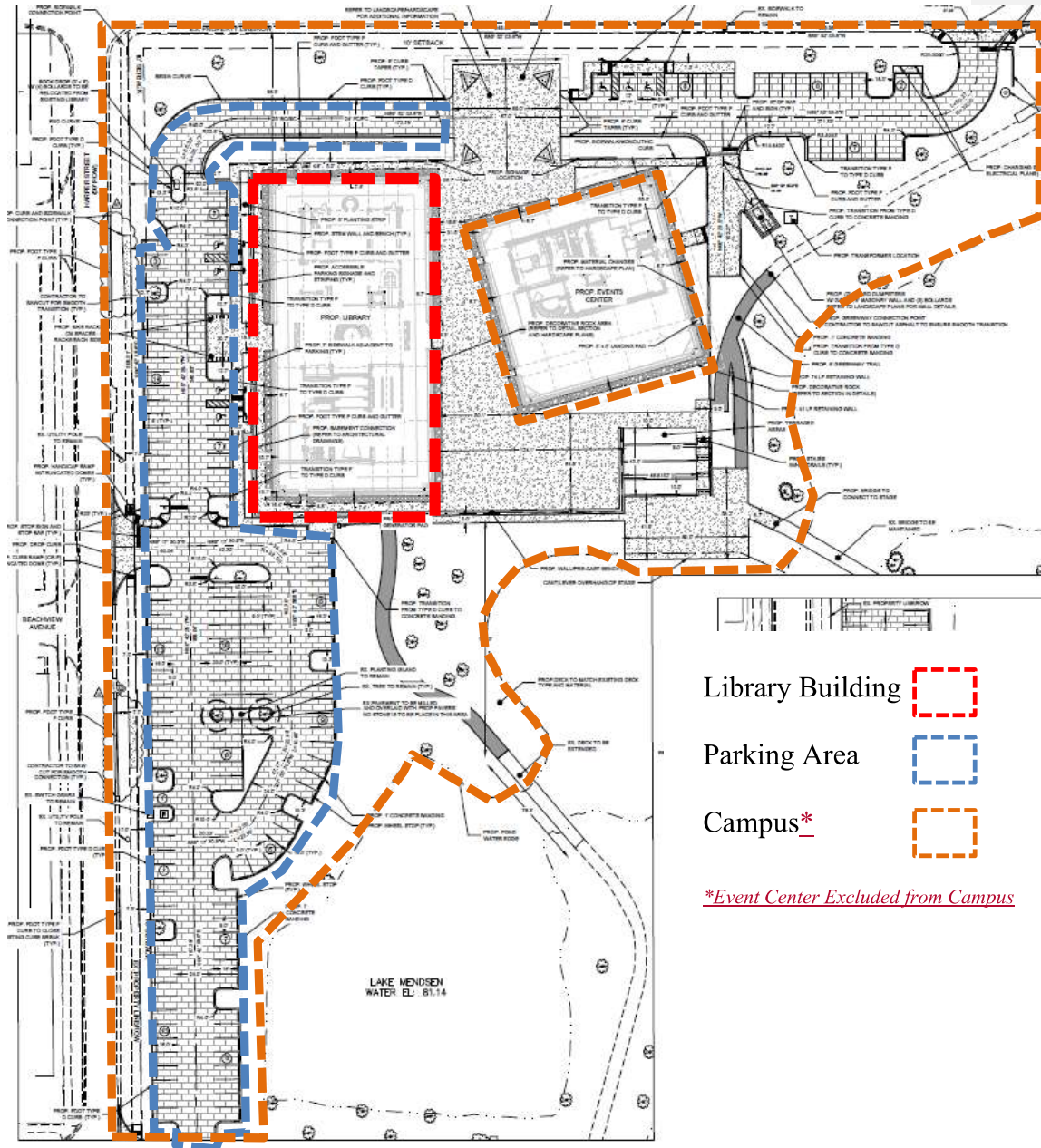
BY: _____

Print Name: _____

Title: _____

Exhibit A - Location of Building on Campus

Commented [PM1]: Note that Campus borderline was changed but did not come across clearly in the redline version.



- Library Building
- Parking Area
- Campus*

**Event Center Excluded from Campus*

Exhibit B –Statement of Responsibilities– Maintenance & Responsibility

The Parties acknowledge and agree that the following will outline the general matrix delineates the Maintenance and Repair responsibilities and maintenance of the Building. These may be amended at a future date at regarding the mutual consent of both parties. Leased Premises as between the Parties:

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Winter Park Library Association:

<u>Item</u>	<u>City</u>	<u>Library</u>
<u>Cabinets, Vanities, and Countertops</u>	<u>City</u>	
<u>Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)</u>	<u>City</u>	
<u>Changes / Additions to Building</u>	<u>City</u>	
<u>Common Area Maintenance</u>	<u>City</u>	
<u>Dumpsters / Trash</u>	<u>City</u>	
<u>Elevators</u>	<u>City</u>	
<u>Exterior Cleaning</u>	<u>City</u>	
<u>Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)</u>	<u>City</u>	
<u>Exterior Electrical: Meter Base, Outlets, Switches, etc.</u>	<u>City</u>	
<u>Exterior Lighting (Pole and Building Fixtures)</u>	<u>City</u>	
<u>Exterior Painting</u>	<u>City</u>	
<u>Exterior Plumbing (Lift Stations, Pumps, etc.)</u>	<u>City</u>	
<u>Exterior Walls, Building Envelope, and other Structural Components</u>	<u>City</u>	
<u>Exterior Windows</u>	<u>City</u>	
<u>Fire Alarm Systems (incl. False Alarms)</u>	<u>City</u>	
<u>Fire Extinguishers</u>	<u>City</u>	
<u>Generators</u>	<u>City</u>	
<u>HVAC (incl. Filters, Repairs, and Replacement)</u>	<u>City</u>	
<u>Interior Doors (incl. Closure Devices, Frames, Molding, etc.)</u>	<u>City</u>	
<u>Interior Electrical: Main Switchgear & Breakers</u>	<u>City</u>	
<u>Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.</u>	<u>City</u>	
<u>Interior Decoration (incl. Paint, Hanging Pictures, Shelves, Dispensers, etc.)</u>	<u>City</u>	

<u>Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)</u>	<u>City</u>	
--	-------------	--

<u>Item</u>	<u>City</u>	<u>Library</u>
<u>Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles</u>	<u>City</u>	
<u>Irrigation Systems (incl. Controllers, Pumps)</u>	<u>City</u>	
<u>Janitorial</u>	<u>City</u>	
<u>Exterior Landscaping and plant care (incl. Debris Clean-up & Storm Drainage)</u>	<u>City</u>	
<u>Interior plant and foliage care</u>	<u>City</u>	
<u>Life Safety / Fire Sprinklers / Fire Hood Suppression</u>	<u>City</u>	
<u>Locks / Key Management</u>	<u>City</u>	
<u>Inspection and certifications for building systems</u>	<u>City</u>	
<u>Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)</u>	<u>City</u>	
<u>Parking Lot and Driveway (incl. Hardscapes)</u>	<u>City</u>	
<u>Pest Control (incl. removal/disposal of dead animals)</u>	<u>City</u>	
<u>Roof</u>	<u>City</u>	
<u>Multifunction photocopy/scan/fax machines and associated services and consumables</u>		<u>Library</u>
<u>Security Systems / Cameras</u>	<u>City</u>	
<u>Signage</u>	<u>City</u>	
<u>Utilities – Electrical & Water/Sewer</u>	<u>City</u>	
<u>Utilities – Internet Access, Phones, IT equipment</u>	<u>City to provide all infrastructure, including routers, switches, phone units, and servers.</u>	<u>Library to pay for internet access, subscriptions, and phone service</u>
<u>Maintenance and Replacement of any furniture and cushions used for Library operations and functions</u>	<u>(City is providing as part of initial build but ongoing maintenance and replacement is the responsibility of the library)</u>	<u>Library (must repair at or near original condition or replace with items of comparable but not necessarily identical quality)</u>

<u>Item</u>	<u>City</u>	<u>Library</u>
<u>Specialized Library equipment such as the automated material handler, security gates, and equipment specific to Library operations</u>		<u>Library</u>
<u>Library office and operational equipment including computers, TVs, Projectors, projection screens, cubicles, and office furniture.</u>	<u>(City is providing some of these items as part of initial build but ongoing maintenance and replacement is the responsibility of the library)</u>	<u>Library</u>
<u>Library Physical and Digital Collection resources</u>		<u>Library</u>
<u>Supplies and equipment utilized for classes and events or Library administrative or programmatic purposes.</u>		<u>Library</u>

In addition, the Library will provide the following services:

- Provide qualified staff for ~~library operation~~Library operations
- ~~— Provide and maintain physical and digital resources~~
- ~~— Provide and maintain supplies and equipment utilized for classes and events or library administrative purposes~~
- Provide home delivery services to qualifying residents residing within the incorporated ~~City~~city-limits of Winter Park
- Provide core library services ~~(, including lending of resources, provision of information, classes and events, and access to the internet)~~
- ~~— Maintain specialized library equipment including the automated material handler, security gates, and equipment specific to library operations~~
- ~~— Maintenance and replacement of furniture used for library operations and functions, replacements must be of considerable quality but do not need to be exact replacements~~

City of Winter Park Responsibilities:

- ~~— Provide janitorial services~~
- ~~— Provide Campus maintenance, including facility exteriors and landscaping~~
- ~~— Provide Building maintenance, including replacement and repair of mechanical, electrical, plumbing, fire, elevator, and structural systems & features~~
- ~~— Provide utilities (electricity and water)~~

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~~— Provide and maintain IT network and system services, camera & security systems, and phone system~~
~~Inspection for and maintenance of Building certifications, fire safety and fire suppression systems, and elevator.~~

Additional Considerations:

- If either Party damages or breaks anything due to their negligence or negligence of patrons/employees, it will be the responsibility of the damaging party to repair or replace the broken/damaged item.

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Exhibit C - Financial Reporting

The Library will submit annually the approved final audit and report within 270 days of the end of the fiscal year plus the approved IRS 990 form once it is available.

Exhibit D - Performance Metrics

The *LJ* Index is a national rating system, utilizing standardized data used by all libraries including the Orange County Library system, and is designed to recognize and promote America's public libraries, to help improve the pool of nationally collected library statistics, and to encourage library self-evaluation. The Winter Park Library utilizes the LJ Index to track and rate performance against other comparable libraries. The following statistical measures will be gathered by the Library monthly and reported to the City of Winter Park on a quarterly basis in a manner consistent with the Library's internal reporting process. These measures may be adjusted with mutual consent of both parties as the rating index standards may vary over time. monitor library performance

1. In-building foot traffic counts
2. Attendance counts at classes and events
3. Physical item circulation counts
4. Digital item circulation counts
5. Number of public computer sessions
6. Number of Wi-Fi sessions
7. Database utilization numbers

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OPERATING & FUNDING AGREEMENT

THIS OPERATING AND FUNDING AGREEMENT, (“Agreement”) is hereby made and entered into this ____ day of _____, 2021 (Effective Date), by and between the **CITY OF WINTER PARK , FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, with its principal address located at 401 South Park Avenue, Winter Park, Florida 32789 (“the City”), and the **WINTER PARK LIBRARY ASSOCIATION, INC.**, a Florida not for profit corporation, with its principal address located at 460 East New England Avenue, Winter Park, Florida 32789-4428 ("the Library"), collectively the “Parties”.

RECITALS:

WHEREAS, the Parties desire to create a framework for operational coordination in the use of the newly constructed library (Building), surrounding Parking and Events Center (together, the “Campus”) **Exhibit “A,”** including best efforts to coordinate City and Library events and to create a regular framework for the Library to provide performance and financial reports to the City; and

WHEREAS, the Library has historically provided library services to the public for the benefit of the public and the City and the City desires that the Library continue to supply those services and curriculum (collectively the “Services”) as set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference; and

WHEREAS, the Library is a qualifying tax-exempt entity, organized and operated exclusively for charitable, literary, and educational purposes, pursuant to 26 U.S.C. 501(c)(3), as further described in Paragraph 7 herein; and

WHEREAS, the Library maintains an independent Board of Directors; and

WHEREAS, the Library has always had a Board of Directors primarily composed of Winter Park citizens and expects to continue to do so in the future; and

WHEREAS, the Library desires to operate the Building as a library for the primary use and benefit of the City, the citizens of the City of Winter Park, and the general public; and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare, and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City will appropriate funds to be granted to the Library to support providing such Services; and

WHEREAS, the Parties mutually desire to enter into this Agreement whereby the Library will utilize the aforementioned funds of the City, together with the Library’s resources, for the purpose of supporting the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Library has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform the Services set forth in this Agreement; and

WHEREAS, the Parties also intend to execute a Lease Agreement (incorporated by this reference) which will detail rent, term, ownership of assets, and maintenance responsibilities, for the use of the space dedicated for library services in the Building and Campus.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The preamble of this Agreement, including the foregoing recitals, set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.
2. **TERM.** The term of this Agreement is for an initial period of thirty (30) years commencing on the Effective Date (“Term”). Either Party may terminate this Agreement at no cost or penalty by providing twelve (12) months written notice to the other Party – but only after an initial five (5) year period, which period commences upon the Effective Date. At the option of the Parties, the Term may be extended for fifteen (15) year periods with the Parties to mutually confirm such extensions at least one (1) year before the end of the initial thirty (30) year term or fifteen (15) year extensions, or as otherwise agreed by the Parties. It is the intent that this Operating and Funding Agreement and Lease Agreement run simultaneously together between the Parties, which is incorporated herein by reference, so that both Agreements commence and terminate, or otherwise expire, simultaneously
3. **FUNDING; PERFORMANCE OF SERVICES.**
 - a) **Funding:** City funding will consist of two elements – an allowance for rent plus support for the Library’s operating expenses. The rent allowance will be calculated by a formula that takes account of average rentals for office space on a square foot basis in the City of Winter Park, as determined by Costar’s office report for Class A office or a comparable publication and paid to the Library pursuant to the Lease.
 - b) **For the initial year** commencing_____, and ending_____, the City will provide funding to the Library in the total sum of One Million Six Hundred Fifty-Seven Thousand Dollars (\$1,657,000.00) to support the Library’s operating expenses.
 - c) **Future Years:** The City and the Library will annually review and adjust the City’s funding to the Library, taking into consideration the net market value of the portion of the City’s Building leased to the Library (i.e., rent), the costs required to provide an agreed level of service (as described by the Library during each budget cycle review), and accounting for any fluctuation in anticipating operating costs.
 - d) The City’s continued funding under this Operating and Funding Agreement (and thereby the Library’s obligations for Services by the Operating and Funding Agreement), is subject to discretionary annual appropriation by the City’s Commission of funds. When or if funds are not appropriated or otherwise made available to support the continuation of performance of this Operating and Funding Agreement, this

Operating Agreement and Lease will be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

- e) The Library as a recipient of City funds and a 501c3 will abide by all IRS rules and regulations related to political activity.

3. **PAYMENTS.** The City's payments, pursuant to Paragraph 2 Funding, shall be made to the Library in four (4) equal quarterly payments. All payments by the City are contingent upon the following:

- a) receipt and approval by the City of the Library's annual Audited Financial Report (**Exhibit "C"**) and Summary of Services provided specified in **Exhibit "D";**
- b) inclusion of the audit set forth in Paragraph 9 below; and
- c) compliance by the Library with any and all requirements, terms, and conditions contained in this Agreement, including the provision of the Services by the Library, and the accompanying Lease Agreement.

Contingent upon these requirements having been met, payments will be disbursed on or about the 15th day of each quarter; provided, however, that to allow the City time to process this Agreement, the City shall have until the later of (i) the 10th day of the first month of the term of this Agreement or (ii) thirty (30) days following execution of the Agreement by all Parties to make the first payment hereunder.

4. *Intentionally Left Blank.*

5. **PERFORMANCE AND FINANCIAL REPORTING.** The Library agrees to submit Audited Financial Report, as specified in **Exhibit C**, to the City Manager or his/her designee in a form and with content acceptable to the City Manager or his/her designee attached hereto and incorporated herein by this reference. In addition, quarterly reports will include an evaluation of the Services and indicate the amount or level of Services provided to City residents (**Exhibit "D"**). Failure to comply with the requirement for submission of such reports in the form and with content acceptable to the City Manager or his designee will constitute grounds for termination of this Agreement and may result in the ineligibility of the Library to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to the Library's receipt of any payment under this Agreement. Performance measures established by mutual agreement of the Parties are detailed in **Exhibit "D"**.

6. **COORDINATION OF CITY AND LIBRARY EVENTS & SHARED FACILITY USE.** The Parties will make good faith efforts to coordinate the City's and Library's use of the shared facilities, shown on the map of the Campus (**Exhibit "A"**), including storage, parking, ramping of vehicles, and event schedules by assigning key personnel at the Library and the City to be in charge of scheduling major events and avoiding and resolving potential conflicts. Each Party may choose and appoint its own personnel, and the Parties agree to hold regular meetings to maintain communication and coordinate activities.

7. **501(c)3 STATUS.** The Library represents and warrants to the City that it has applied for and has received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(c)3

organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Library's tax exempt status must be provided to the City prior to the distribution of any Funds to the Library. The Library shall maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If, during the term of this Agreement, the Library loses its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Library.

8. **NONDISCRIMINATION.** The Library agrees that it shall not unlawfully discriminate in the provision of Services. The Library shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. The Library shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose. The Library further agrees to adhere to and comply with the Americans with Disabilities Act ("ADA") and any and all applicable regulations promulgated pursuant thereto in its provision of the Services. The Library shall further comply with ADA requirements for any Services provided via computer, smartphone, software, the internet, intranet, or online (*i.e.*, "Technology Services"). For the purposes of providing ADA compliant Technology Services under this Agreement, the Library must comply with Web Content Accessibility Guidelines ("WCAG") 2.0 AA or better in order to be deemed compliant. The City acknowledges that the Library is in the process of updating its Technology Services to be compliant with WCAG 2.0 AA or better and that the Library will not be deemed to be in breach of this Agreement as long as such compliance is achieved within one (1) year from Effective Date.

9. **ACCOUNTING AND AUDIT.** For all financial statements and records related to the funding, the Library will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds in accordance with Generally Accepted Accounting Principles (GAAP).

10. **MONITORING.** The Library will permit the City and the City's designees to monitor the Services to ensure compliance with the terms of this Agreement. The Library shall, to assist in the monitoring of its Services, provide the City and the City's designees with access to any Library records required by this Agreement within a reasonable time upon the written request of the City. If the Library breaches this Agreement, the City reserves the right to pursue all available legal and equitable remedies, including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Library in a manner inconsistent with the terms of this Agreement. Library shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within forty-five (45) days of demand by the City.

11. **TERMINATION FOR CAUSE.** This Agreement may be terminated by either Party at any time, for cause, upon ninety (90) days' written notice to the other Party, allowing for an additional period to remedy the notified cause. Such notice must be delivered in the manner set forth in Paragraph 23 below. The termination of this Agreement and the Lease does not relieve the Parties from any obligations under this Agreement with respect to funds paid to the Library prior to termination. Regardless of the foregoing, if the separate Lease Agreement for as between the City and the Library expires or is otherwise terminated, this Agreement will be terminated conterminously with such Lease unless otherwise set forth in a written and executed agreement between the Parties.

12. **INDEMNIFICATION.** The Parties agree that each shall have the obligation to indemnify, defend, and hold each other harmless as is set forth in the Lease Agreement.

13. **NO WAIVER.** Continued performance by either Party after a default or violation of any of the terms, covenants or conditions herein may not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement will be construed in accordance with the laws of the State of Florida. It is agreed to by the Parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other covenants, conditions, or provisions contained herein.

15. **NON-ASSIGNABILITY.** The Library may not assign its rights or obligations under this Agreement without the prior written consent of the City Commission, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Commission deems appropriate in its sole discretion. A successor Library does not automatically have any rights to the Funds disbursed under this Agreement merely due to its status as a successor to the Library. A successor Library must receive prior approval from the City Manager or his/her designee before it is eligible to receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

16. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the Parties signing hereto, and no right, nor any cause of action may accrue to or for the benefit of any third party.

17. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement may be construed as creating, or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause the Library to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

18. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Agreement is governed by and to be interpreted under the laws of the State of Florida. Both Parties agree to notify the City in writing within thirty (30) business days of the filing to the appropriate regulator of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Library, related to this Agreement; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose.

19. **CREDITS.** The Library will give written credit to the City as a sponsor/financial supporter in an appropriate manner in public announcements where such acknowledgements are being made for other contributors. The form and manner of such written credit shall be mutually agreed to by the Parties.

20. **INSURANCE.** The Library will acquire and maintain, during the term of this Agreement, the insurance coverages in the minimum amounts listed below. Current and valid certificates of insurance

for said insurance coverages will be provided to the City Manager or his/her designee upon execution of this Agreement by the Library. For all policies in which the City is required to be an additional insured, the coverage must be primary and non-contributory with any other valid and collectible insurance available to the City. Upon the expiration or modification of such certificates of insurance, the Library shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The insurance coverages must contain a provision that forbids any cancellation, changes, or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days' notice to the City).

- a) Commercial General Liability -- The Library will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for the Library's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Library or by any of its subcontractors arising from work or services performed under this Agreement or the Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Library's agreement to indemnify, defend, and hold the City harmless as provided in this Agreement. The commercial liability policy must be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.
- b) Automobile Liability -- The Library will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for "Any Auto," Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting the Library, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- c) Workers' Compensation -- The Library will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.
- d) Employee's Honesty Insurance (Fidelity Insurance) -- The Library agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of the Library holding a position of trust and authorized to handle funds received or disbursed under this Agreement and the Lease. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.

- e) Primary and Excess Coverage -- Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- f) Deductibles -- The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to the Library's business or any subcontractor performing work or services on behalf of the Library or for the Library's benefit under this Agreement or the Lease.
- g) Cancellation Notices -- During the term of this Agreement, Library is responsible for promptly advising and providing the City's Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement and the Lease within two (2) business days of receipt of such notice or change.
- h) Insurance for Third Party Contractors and Vendors -- Library shall provide the City with reasonable advance notice of any vendors, contractors, , and other entities Library engages, hires, or otherwise invites to perform or provide services on City owned property, and the City's risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City's risk manager to protect the City from and against any damages or claims arising from any such entity's activities on City property, as a condition of providing or performing services on City owned property.
- i) Survival. -- The provisions of this section 20. Insurance survive cancellation or termination of this Agreement and the Lease.

21. **PUBLIC RECORDS.** Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide the Library with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE LIBRARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LIBRARY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 599-3447, RCranis@cityofwinterpark.org (or other City designee), or by mail, City Clerk, 401 Park Avenue South, Winter Park, FL 32789.

By entering into this Agreement, Library agrees to comply with public records laws as they pertain to records, kept, generated, or maintained pursuant to this Agreement and the Lease. Pursuant to § 119.0701, Florida Statutes, any contractor, including the Library, entering into an agreement for services with the City is required to:

- a) Keep and maintain public records required by the City to perform the services hereunder.

b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the City.

d) Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in the possession of the Library or keep and maintain such records required by the City to perform the service. If the Library transfers all such records to the City upon completion or termination of the Agreement, the Library shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Library keeps and maintains such records upon completion or termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to this Agreement must be made directly to the City. If the Library receives any such request, the Library shall instruct the requestor to contact the City. If the City does not possess the requested public records, the City shall immediately notify the Library of such request, and the Library must provide the public records to the City or otherwise allow the public records to be inspected or copied within a reasonable time.

The Library acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. The Library further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from the either's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the Party's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida on an expedited basis to enforce the requirements of this section. This paragraph shall survive expiration or termination of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party hereto.

23. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and are deemed to be delivered:

- a) when hand delivered to the person hereinafter designated,
- b) on the date of deposit in the United States Mail, return receipt requested, or
- c) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a Party at the address set forth below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith. The City Manager or his/her designee has full authority to send all notices related to this Agreement on behalf of the City. The Parties' addresses are as follows:

City: **City of Winter Park**
Attention: Division Director
Office of Management & Budget
401 South Park Avenue
Winter Park, Florida 32789

Copy to: **Fishback Dominick**
City Attorney – Winter Park
1947 Lee Road
Winter Park, FL 32789

Library: **Winter Park Library, Inc.**
Attention: Executive Director
Address: _____
Winter Park, FL 32789

24. **SURVIVAL.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF WINTER PARK, FLORIDA

BY: _____
Mayor Phil Anderson

ATTEST:

Rene Cranis, City Clerk

WINTER PARK PUBLIC LIBRARY, INC., a
Florida Not-For-Profit Corporation

BY: _____

Print Name: _____

Title: _____

Exhibit A - Location of Building on Campus

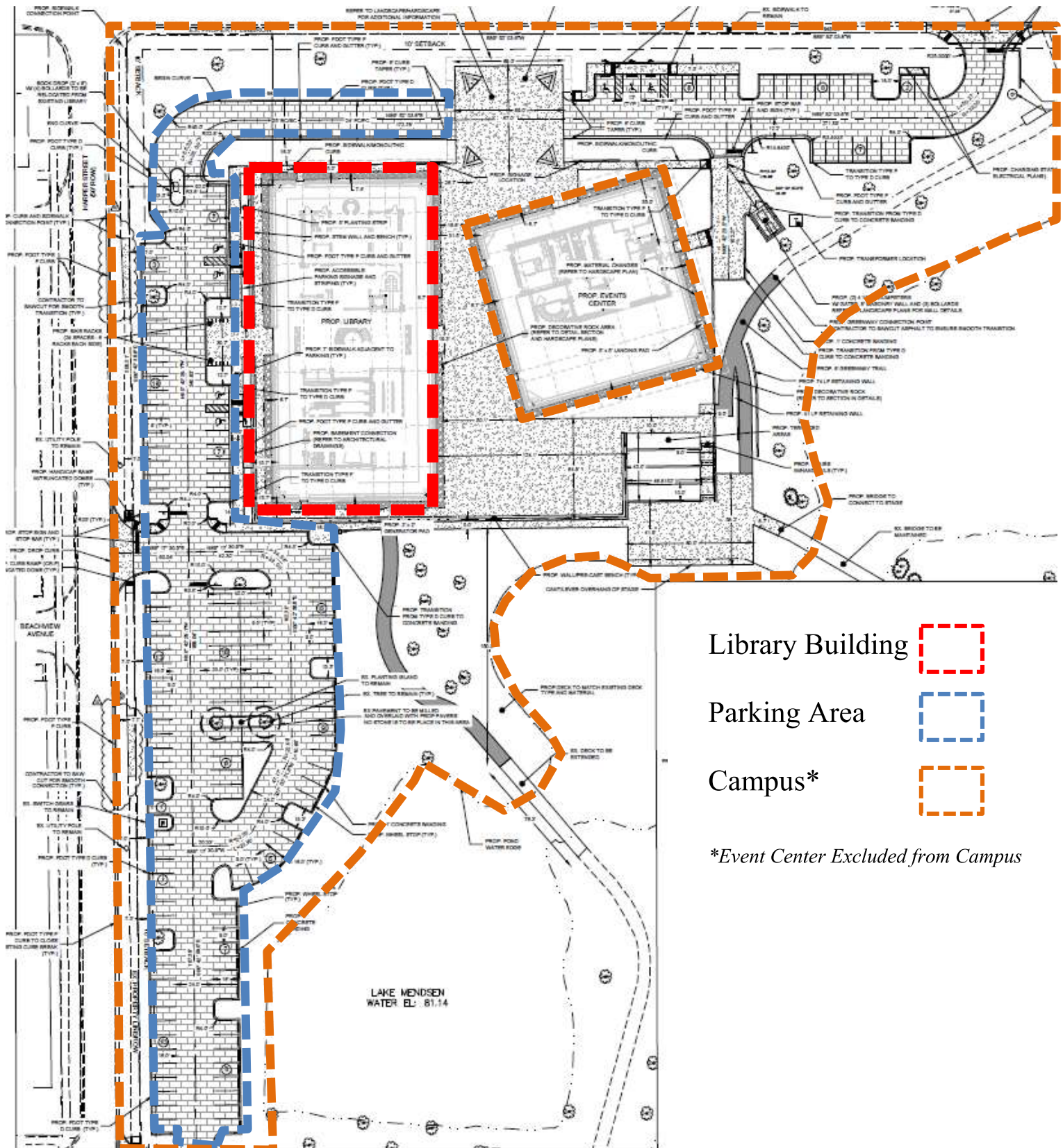


Exhibit B – Maintenance & Responsibility

The Parties acknowledge and agree that the following matrix delineates the Maintenance and Repair responsibilities regarding the Leased Premises as between the Parties:

Item	City	Library
Cabinets, Vanities, and Countertops	City	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	City	
Changes / Additions to Building	City	
Common Area Maintenance	City	
Dumpsters / Trash	City	
Elevators	City	
Exterior Cleaning	City	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	City	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	City	
Exterior Lighting (Pole and Building Fixtures)	City	
Exterior Painting	City	
Exterior Plumbing (Lift Stations, Pumps, etc.)	City	
Exterior Walls, Building Envelope, and other Structural Components	City	
Exterior Windows	City	
Fire Alarm Systems (incl. False Alarms)	City	
Fire Extinguishers	City	
Generators	City	
HVAC (incl. Filters, Repairs, and Replacement)	City	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	City	
Interior Electrical: Main Switchgear & Breakers	City	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	City	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, Dispensers, etc.)	City	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	City	

Item	City	Library
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	City	
Irrigation Systems (incl. Controllers, Pumps)	City	
Janitorial	City	
Exterior Landscaping and plant care (incl. Debris Clean-up & Storm Drainage)	City	
Interior plant and foliage care	City	
Life Safety / Fire Sprinklers / Fire Hood Suppression	City	
Locks / Key Management	City	
Inspection and certifications for building systems	City	
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	City	
Parking Lot and Driveway (incl. Hardscapes)	City	
Pest Control (incl. removal/disposal of dead animals)	City	
Roof	City	
Multifunction photocopy/scan/fax machines and associated services and consumables		Library
Security Systems / Cameras	City	
Signage	City	
Utilities – Electrical & Water/Sewer	City	
Utilities – Internet Access, Phones, IT equipment	City to provide all infrastructure, including routers, switches, phone units, and servers.	Library to pay for internet access, subscriptions, and phone service
Maintenance and Replacement of any furniture and cushions used for Library operations and functions	(City is providing as part of initial build but ongoing maintenance and replacement is the responsibility of the library)	Library (must repair at or near original condition or replace with items of comparable but not necessarily identical quality)

Item	City	Library
Specialized Library equipment such as the automated material handler, security gates, and equipment specific to Library operations		Library
Library office and operational equipment including computers, TVs, Projectors, projection screens, cubicles, and office furniture.	(City is providing some of these items as part of initial build but ongoing maintenance and replacement is the responsibility of the library)	Library
Library Physical and Digital Collection resources		Library
Supplies and equipment utilized for classes and events or Library administrative or programmatic purposes.		Library

In addition, the Library will provide the following services:

- Provide qualified staff for Library operations
- Provide home delivery services to qualifying residents residing within the incorporated city-limits of Winter Park
- Provide core library services, including lending of resources, provision of information, classes and events, and access to the internet

Additional Considerations:

- If either Party damages or breaks anything due to their negligence or negligence of patrons/employees, it will be the responsibility of the damaging party to repair or replace the broken/damaged item.

Exhibit C - Financial Reporting

The Library will submit annually the approved final audit and report within 270 days of the end of the fiscal year plus the approved IRS 990 form once it is available.

Exhibit D - Performance Metrics

The *LJ* Index is a national rating system, utilizing standardized data used by all libraries including the Orange County Library system, and is designed to recognize and promote America's public libraries, to help improve the pool of nationally collected library statistics, and to encourage library self-evaluation. The Winter Park Library utilizes the LJ Index to track and rate performance against other comparable libraries. The following statistical measures will be gathered by the Library monthly and reported to the City of Winter Park on a quarterly basis in a manner consistent with the Library's internal reporting process. These measures may be adjusted with mutual consent of both parties as the rating index standards may vary over time.

1. In-building foot traffic counts
2. Attendance counts at classes and events
3. Physical item circulation counts
4. Digital item circulation counts
5. Number of public computer sessions
6. Number of Wi-Fi sessions
7. Database utilization numbers



City Commission **agenda item**

item type Public Hearings	meeting date October 27, 2021
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Ordinance - Amending adopted FY21 Budget (1st Reading)

motion / recommendation

Approve the ordinance adopting amendments made to the FY21 budget over the course of the last fiscal year (2020 - 2021).

background

The City Commission is required by Statute to approve any budget adjustments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. The City has adopted the practice of bringing budget amendments to the City Commission as they arise and then bringing a year-end ordinance adopting all the amendments formally to comply with Statute.

Through the receipt of grants or due to a need to revise original revenue estimates the city periodically needs to make changes to stated account revenues and expenditures. This is primarily a housekeeping process and it properly provides departments and divisions with an accurate picture of the funds available to undertake programs and projects. The following attachment highlights the budget amendments (Exhibit A of the Ordinance) that have already been approved by the Commission at prior meetings and now need to be formally adopted through public hearing. In addition to those previously adopted, a few additional amendments have been brought for approval and are all related to facility type functions in the city that due to increased use also have increased associated costs:

1) Golf Budget Amendment: The Winter Park 9 has seen tremendous play during the last fiscal year. As a result of increased activity, expense allocations for sales of merchandise, food and beverage, greater credit card transaction fees, and events were all exceeded. This \$70k amendment will recognize the benefit of increased revenues which offset the increased costs.

2) Tennis Budget Amendment: Similar to the golf course, tennis has seen significant activity and raised the cost of doing business through contracted services as well as cost-of-goods-sold and credit card transaction fees. This \$150k amendment will support those costs by recognizing offsetting revenues.

3) Cemetery Budget Amendment: Similar to the other two, this amendment accounts for increased activity cost with increased offsetting revenues. This will make a \$25k amendment and be reflected as a transfer from the Cemetery Trust Fund to the General Fund to offset the expenses.

These additional amendments will properly reflect the use of revenues to offset costs that are already incurred on the books and are all budget neutral.

alternatives / other considerations

Not approving this would require staff to remove the amendments in the accounting system.

fiscal impact

None. All the amendments have been previously approved by the Commission or are revenue neutral.

ATTACHMENTS:

[Budget_Amendment_Ord_FY21_year_end.docx](#)

ATTACHMENTS:

[FY21 Budget Amendments Sheet - for yr end.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2020 – 2021 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 3184-20, the City of Winter Park, Florida has adopted the Budget and Capital Improvement Program for the fiscal year 2020 – 2021; and

WHEREAS, the City of Winter Park, Florida desires to amend the Budget and Capital Improvement Program for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241(4)(c) Florida Statutes require such a budget amendment be adopted in the same manner as the original budget.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA THAT:

SECTION 1. The Budget and Capital Improvement Program for fiscal year 2020 – 2021 is hereby amended by providing for changes identified in Exhibit A.

SECTION 2. If any section, subsection, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. In the event of any conflict between the provisions of this Ordinance and any other ordinance, resolution, or portions thereof, the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 4. The provisions of this Ordinance shall become effective immediately upon passage.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 10th day of November, 2021.

Phil Anderson, Mayor

Attest:

Rene S. Cranis, City Clerk

Exhibit A

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
FY 21 General Fund Revenue Forecast Revision	\$ (555,016)	Various Revenue Sources (See Attached)		0019200 - 599410 0019200 - 599414	General Fund Contingency (Gen. Contingency and Commuter Rail Set-Aside)	Reductions in expected General Fund revenues due to continued softness in a number of sources due to the pandemic (predominately the half-cent sales tax, Facility and Event Rentals, Franchise Fees). This adjustment removes approximately 1% from the original budget estimate for FY 21 by reducing Contingency to zero and continuing to save dollars on vacant positions by holding them open longer.	2/24/2021
	\$ (78,984)			0019200 - 599412	Frozen and Gapped Positions		
Legal Services and Litigation Expenses	\$ 55,000	0010383 - 383100	General Fund Reserves	City Attorney	0011102 - 531010	The legal services costs of the city will go over budget by approximately \$150k due to higher general use of legal services as well as litigation expenses. General services will need about \$55k to complete the fiscal year while litigation services will need \$125k to bring the account to balance by year-end. About \$30k in misc legal services that is underbudget will be used to offset the total estimated loss.	9/22/2021
	\$ 125,000			City Attorney Litigation	0011102 - 531011		
	\$ (30,000)			Other Legal Services	0011102 - 531020		
Golf Budget Amendment	\$ 10,000	0010347 - 347231	Golf Membership Fees (\$67k)	0016301 - 534045	CR Card Transaction Fees	The golf course performed exceptionally well in FY21 which caused some expense lines tied to golf activity to be higher than budget. This amendment credits the increased revenue to offset those budget overages.	Pending
	\$ 42,000			0016301 - 552012	Merchandise		
	\$ 2,000			0016301 - 552014	Recreational Supplies		
	\$ 5,000			0016301 - 552015	Food & Beverage		
	\$ 8,000			0016301 - 552016	Alcohol Sales		
Tennis Budget Amendment	\$ 3,000	0010347 - 347239	Golf Amateur Event (\$3k)	0016301 - 552100	City Amateur Event	The Tennis center significantly overperformed in FY21 which raised the cost of doing business to a number of expense lines in the budget. A previous budget amendment had already accounted for increased tennis revenue to support what was expected to be falling half-cent sales tax revenue. Now that stimulus has been passed, this amendment essentially gives back the tennis center the credit for what it previously offset in expected losses.	Pending
	\$ 125,000.00	0010347 - 347306 0010335 - 33518	Tennis Contracted Svs (\$40k) Half-Cent Sales Tax (\$110k)	0016201 - 534040	Contracted Svs		
	\$ 5,000.00			0016201 - 534045	CR Card Transaction Fees		
	\$ 11,000.00			0016201 - 552010	General Supplies		
	\$ 5,000.00			0016201 - 552012	Merchandise		
	\$ 4,000.00			0016201 - 552015	Food & Beverage		
Cemetery Budget Amendment	\$ 13,000.00	1110343 - 343802	Palm Cemetery Sales (\$25k) (Revenue will reflect as a transfer from the Cemetery Trust Fund to the General Fund)	0016105 - 534040	Cemetery Contracted Svs	Cemetery sales revenue have grown significantly in FY21, this amendment will credit some of that revenue growth to offset growth in related costs due to the level of business activity.	Pending
	\$ 5,000.00			0016105 - 534041	Open/Close Costs		
	\$ 4,000.00			0016105 - 534045	CR Card Transaction Fees		
	\$ 3,000.00			0016105 - 546030	Repair of Grounds		