City Commission Regular Meeting

Agenda

May 8, 2024 @ 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/meetings/ 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) 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 - Tee Rogers, Central Florida Freethought Community**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Mayor's Report**
6. **City Manager's Report**
7. **City Attorney's Report**
8. **Non-Action Items**

a.	Presentation on Center Street improvements	15 minutes
b.	Annual Board Appointments - Commissioner Russell	5 minutes
c.	Board Appointments - Design Guidelines Ad-Hoc Committee	5 minutes

9. **Public Comments | 5 p.m. or soon thereafter**

(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

10. **Consent Agenda**

a. Approve the minutes of the regular meeting, April 24, 2024 — 1 minute

b. Approve the following formal solicitations: — 1 minute

1. Raftelis Financial Consultants, Inc. – RFP11-24 – Development of Water & Wastewater Strategic Plan; Amount: $79,500

c. Approve the following piggyback contracts: — 1 minute

1. Pace Analytical Services, LLC - City of Atlantic Beach Contract #RFP 21-01 – Professional Services for Environmental Laboratory Services; for services on an as-needed basis during the term of the agreement through January 31, 2026; Amount: $80,000
2. Musco Sports Lighting, LLC - Sourcewell Contract #041123-MSL – Sports Lighting Solutions with Related Technology, Equipment, and Services; for installation of new sports field lighting at Showalter Stadium and services on an as-needed basis during the term of the

agreement through June 16, 2027; Amount: $500,000

3. Electric Supply of Tampa – OUC-KUA Contract #RFP-21-4979-OQ – Wire & Cable; for purchase of electric wire for inventory purposes and on an as-needed basis during the term of the agreement through June 14, 2024; Amount: $650,000

d. Approve the following contracts: 1 minute

1. RFQ8-23 – GAI Consultants Southeast, Inc. – General Planning Services – Amendment 1; for services on an as-needed basis during the term of the agreement through May 21, 2025
2. RFQ8-23 – Redevelopment Management Associates, LLC – General Planning Services – Amendment 1; for services on an as-needed basis during the term of the agreement through May 22, 2025
3. IFB16-19 – Electric Supply of Tampa – Purchase & Delivery of Conduit/Pipe; for purchases of conduit and pipes for inventory purposes and on an as-needed basis during the term of the agreement through July 23, 2024; Amount: $200,000
4. IFB20-19 – Electric Supply of Tampa – Electric Utility O&M Materials; for purchases of electric utility O&M materials for inventory purposes and on an as-needed basis during the term of the agreement through July 31, 2024; Amount: $300,000

11. Action Items Requiring Discussion

a. Library and Event Center parking expansion 30 minutes

b. Use Agreement for use of old library parking lot 5 minutes

12. Public Hearings: Quasi-Judicial Matters

(Public participation and comment on these matters must be in-person.)

13. Public Hearings: Non Quasi-Judicial Matters

(Public participation and comment on these matters may be virtual or in-person.)

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment

City Commission

agenda item
8.a

item type
Non-Action Items

meeting date
May 8, 2024

prepared by
Kyle Dudgeon, Assistant Division Director of Economic Development/CRA

approved by
Randy Knight, City Manager

subject
Presentation on Center Street improvements

motion | recommendation
N/A

background
In FY22-23, the direction to staff was to evaluate the overall behavior, aesthetics, and cleanliness of Center Street in response to growing concerns over public and private maintenance issues. As the 'backstage' to Park Avenue, Center Street serves as a vital corridor for the exchange of materials and goods, as well as disposal of refuse. Through the combined efforts of multiple departments, including Administration, Economic Development/CRA, Water & Wastewater, Sustainability, Public Works, and Code Compliance, city staff unfolded a multi-pronged strategy to address real and perceived issues. The resulting plan yielded several successes, including improvements to level of service, quality of equipment, education, empowering partnership from private sector area employees, and incentives. All of which occurred under phase I of the plan. A second phase, to be executed later, also includes some capital improvements and improved technology capability.

Staff has prepared a presentation to provide more detail on each element of the plan.

alternatives | other considerations
N/A

fiscal impact
Financial considerations have been incorporated into the City's adopted budget.

attachments
None

City Commission

agenda item
8.b

item type
Non-Action Items

meeting date
May 8, 2024

prepared by
Rene Cranis, City Clerk

approved by

subject
Annual Board Appointments - Commissioner Russell

motion | recommendation

background
At the time of publication of the agenda, Commissioner Russell will be reporting the following appointments:
Economic Development Advisory Board - reappointment of Roda Ward Carter
Historic Preservation Board - reappointment of Kelsey Wolfe
Planning and Zoning Board - reappointment of David Bornstein

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item
8.c

item type
Non-Action Items

meeting date
May 8, 2024

prepared by

approved by
Kim Breland, Deputy City Clerk

subject
Board Appointments - Design Guidelines Ad-Hoc Committee

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item
10.a

item type Consent Agenda	**meeting date** May 8, 2024
prepared by	**approved by** Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, April 24, 2024

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

1. Minutes 4-24-2024

City Commission Regular Meeting Minutes

April 24, 2024 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present
Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Dan Langley and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Invocation - Reverend Shawn Garvey, First Congregational Church of Winter Park

3. Pledge of Allegiance

4. Oath of Office

Commissioner Russell was administered the oath of office by his sister, wife Kate, and their children.

5. Selection of Vice-Mayor

Commissioner Sullivan nominated Commissioner Weaver as Vice-Mayor. Agreed by consensus.

6. Approval of Agenda

Motion made by Mayor DeCiccio to approve the agenda (noting the withdrawal of Item 15a by the applicant); seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

7. Mayor’s Report

a. Green Business Award: Howell Branch Academy

Sustainability Specialist Mia Brady recognized Howell Branch Academy as a Bronze Business in the Green Business Recognition Program and reviewed their sustainability efforts.

b. Proclamation for Building Safety Month

Mayor DeCiccio read and presented a proclamation declaring May as Building Safety Month to Director of Building and Permitting Services Gary Hiatt. Dottie Mazzarella, Vice-President of Governmental Relations for International Building Code Council expressed her appreciation for the city's recognition of the work of the building and permitting staff who were introduced by Mr. Hiatt.

c. Elect alternate member for MetroPlan Orlando Municipal Advisory Committee

Commissioner Weaver nominated Commissioner Sullivan. Approved by consensus.

d. Scheduling of Strategic Planning Session

Mayor DeCiccio suggested moving the Old Library Reuse work session to May 23rd Approved by consensus. The Strategic Planning session was scheduled for June 13th

Mayor DeCiccio reviewed some rules of conduct and decorum for commission meetings limiting public comments to three minutes without the opportunity to defer time to another speaker, prohibiting the calling out a member of the commission or audience and impertinent slanderous remarks. Her goal is to ensure residents are comfortable attending and expressing their opinions with respect.

8. City Manager's Report

a. Meeting Schedule - FY 24, Q3 and Q4 (Addressed under Item 7d)

Mr. Knight reported that a potential lease with Rollins College for parking at the Old Library will be on the next agenda. The term of the lease will be until the future use is decided. At the request of Commissioner Weaver, Mr. Knight said Rollins has requested to lease all the parking spaces but the city could set aside some spaces for public use.

9. City Attorney's Report

10. Non-Action Items

a. Economic Development Advisory Board Initiatives Update

Assistant Division Director of Economic Development/CRA Kyle Dudgeon reported on activities and programs of the EDAB over the past eight months to assist small, new, minority and home-based businesses. They engaged with the National Entrepreneurial Center (NEC) to develop the Winter Park Business Academy. Belinda Ortiz-Kirkegard, President of NEC, outlined programs that provide opportunities and entrepreneurship and reviewed the WP Business Academy Executive Summary, program area, participation, and future plans, programs, coaching and mentoring.

Mr. Dudgeon responded to questions about demographics, stating participants range from college students to senior level. Commissioner Russell suggested expanding opportunities to include high school students.

11. Public Comments | 5 p.m. or soon thereafter (Taken after Item 15b)

12. Consent Agenda

a. Approve the minutes of the regular meeting, April 10, 2024
b. Approve the following formal solicitations:

1. L&S Diversified – RFQ7-24 – Continuing Contract for Professional Survey Consulting Services
2. Southeastern Surveying & Mapping Corporation – RFQ7-24 – Continuing Contract for Professional Survey Consulting Services
3. PowerGrid Distribution Services, LLC – IFB9-24 – Overhead to Underground Electric Conversion
4. HDD of Florida, LLC – IFB9-24 – Overhead to Underground Electric Conversion

c. Approve the following piggyback contracts:
   1. Ferguson Enterprises, LLC – Seminole County Contract #IFB-603115-18 – Assorted Concrete, Corrugated & Drainage Pipes; for goods on an as-needed basis during the term of the agreement through August 5, 2024; Amount: $150,000
   2. HP, Inc. – State of Florida Contract #43210000-23-NASPO-ACS – Computer Equipment, Peripherals, and Related Services; for goods and services on an as-needed basis during the term of the agreement through June 30, 2025; Amount: $150,000
   3. Dell Marketing LP – State of Florida Contract #43210000-23-NASPO-ACS – Computer Equipment, Peripherals, and Related Services; for goods and services on an as-needed basis during the term of the agreement through June 30, 2025; Amount: $100,000
   4. TSI Disaster Recovery, LLC – Florida Department of Environmental Protection Contract #SL005 – DEP Waterway Debris; for services on an as-needed basis during the term of the agreement through August 1, 2026; Amount: $1,000,000
   5. C & S Towing Service, Inc. – Seminole County Contract #RFP-604444-22/LNF – Towing Services; for services on an as-needed basis during the term of the agreement through March 12, 2026; Amount: $80,000
   6. Southern Switches & Contacts – FMPA Contracts #ITB 2022-34 – Substation & Generating Station Maintenance Services; for services on an as-needed basis during the term of the agreement through February 28, 2025; Amount: $100,000

d. Approve the following contracts:
   1. RFP18-19 – AVI-SPL – Design, Install, Configure, & Maintain A/V Systems; for goods and services on an as-needed basis during the term of the agreement through December 4, 2024; Amount: $150,000
   2. RFQ7-22 – Kimley-Horn & Associates, Inc. – Transportation Planning & Engineering Services; for services on an as-needed basis during the term of the agreement through June 2, 2025; Amount: $500,000
   3. RFQ7-23 – Pond & Company, Inc. – Geotechnical Environmental Consulting Services; for services on an as-needed basis during the term of the agreement through May 10, 2025; Amount: $500,000

e. Amended and Restated Interlocal Agreement between the South Seminole North Orange County Wastewater Transmission Authority and Seminole County, Florida, and the cities of Casselberry, Maitland and Winter Park.

Motion made by Mayor DeCiccio to approve the minutes of April 10th, seconded by Commissioner Weaver.

Motion made by Commissioner Sullivan to amend the minutes deleting the last paragraph of Item 13b on Page 4 and replace with "Commissioner Weaver suggested a work session and Commissioner Sullivan suggested a member of the commission meet with city staff, Mr. Gottfried and Mr. Michael to determine any potential funding and project advancement. The consensus was for Mr. Gottfried and Mr. Michael to coordinate a meeting with Mr. Ramdatt, and Commissioner Sullivan. Potential meetings with FDOT and FDEP may follow." Seconded by Commissioner Weaver. Motion carried unanimously 5-0 vote.

Motion made by Mayor DeCiccio to approve the solicitations, seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor DeCiccio to approve Items 12 c, d, e, seconded by Commissioner Cruzada. Motion carried unanimously with a 5-0 vote.

13. Action Items Requiring Discussion

14. Public Hearings: Quasi-Judicial Matters

15. Public Hearings: Non Quasi-Judicial Matters

a. Request of Andrea Jacobs on behalf of the Villa Vienda Condominium at 221 Holt Avenue for Conditional Use approval to allow five of the six existing condominiums to be used as a bed and breakfast, zoned R-3.
   (Tabled from March 27, 2024 at the request of the Applicant)
   WITHDRAWN BY APPLICANT ON APRIL 22, 2024

b. ORDINANCE 3292-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROPOSING AN AMENDMENT TO § 62-97 OF DIVISION 2 OF CHAPTER 62 OF THE CITY CODE OF ORDINANCES REGULATING THE USE AND OPERATION OF LEAF BLOWING OR YARD CLEARING EQUIPMENT POWERED BY AN INTERNAL COMBUSTION ENGINE OR MOTOR; SUBMITTING THE PROPOSED CODE AMENDMENT TO A VOTE BY THE ELECTORS OF WINTER PARK VIA REFERENDUM AT THE GENERAL CITY ELECTION TO BE HELD MARCH 11, 2025; PROVIDING FOR AMENDMENT OF CHAPTER 62 OF THE CITY CODE REGARDING RESTRICTIONS ON THE USE OF INTERNAL COMBUSTION POWERED LEAF BLOWERS IF THE CODE AMENDMENT IS ADOPTED; PROVIDING FOR THE REFERENDUM BALLOT QUESTION FOR THE PROPOSED CODE AMENDMENT; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR MODIFICATION BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATES OF THE ORDINANCE AND CITY CODE AMENDMENT. (2nd reading)
   Tabled from March 27, 2024 meeting)

Attorney Langley read the ordinance by title.

Mr. Knight said this is the second reading of the ordinance to place a question on the March 2025 ballot about whether to repeal the ordinance banning gas-powered leaf blowers. If this ordinance does not pass, the original ordinance banning gas-powered leaf blowers would take effect July 1st with enforcement beginning January 1, 2025.

Mayor DeCiccio noted the commission unanimously adopted the ordinance banning leaf blowers in 2022. She provided the background of Senator Brodeur's agreement not to bring forward a state-wide preemption of bans on gas-powered leaf blowers if the city placed the question on a ballot. She expressed concern about setting a precedent where preemption is threatened in response to voter complaints.

Commissioner Weaver reviewed the background and reasons for adopting the ban. He read from a Winter Park Voice article quoting Senator Brodeur and reviewed the emissions and health impacts of gas-powered equipment. While he understands the financial impact of the purchase of non-gas-powered equipment, the financial impact of health care costs is higher.

Commissioner Cruzada said new data is needed and consideration should be given to local landscapers' comments regarding roadblocks to charge multiple batteries and to equip businesses to charge batteries. He supported deferring this to the residents to determine the benefit to the market and to the economy.

Commissioner Weaver said the report he referenced was from 2018 which said improvements in small engines haven't produced improved emission results.

Commissioner Sullivan said he believes research shows it is in the best interest of citizens, and landscapers, not to have gas-powered leaf blowers. He sees no reason to put the adoption of the ban at risk with a referendum and the ban should not be delayed.

Commissioner Russell said he has heard different opinions but he feels this is not in the best interest of the residents. He opposed telling small businesses how to run their businesses and would prefer to repeal the ban. **Motion made by Commissioner Russell to table this ordinance to bring forth an ordinance to repeal the ban on gas-powered leaf blowers, seconded by Commissioner Cruzada.**

Mayor DeCiccio restated her position that if the city does not move forward, it will be preempted and opposed repealing the ban

Mark Gillespie, 1608 Hibiscus Avenue, supported repeal of the ordinance and not to delay for a referendum. He feels individuals should decide whether to hire landscapers that use gas or battery-operated equipment.

Frank Hamner said he feels this should be a personal choice similar to selecting an electric versus a gas vehicle. He urged the commission's repeal first and then let the voters decide.

Damien Madsen said he feels this should be left up to the voters.

Attorney Langley noted that the motion to table included direction to staff to bring an ordinance repealing the ban, but it should be a separate motion and the motion to table would take precedent. If the motion to table passes, a second motion would be needed to provided direction to staff to prepare an ordinance to repeal the ban. If the motion to table fails, a motion is needed on the ordinance calling for a referendum.

Upon a roll call vote on the motion to table, Commissioners Russell and Cruzada voted yes and Commissioners Sullivan and Weaver and Mayor DeCiccio voted no. Motion failed with a 2-3 vote.

Motion made by Commissioner Weaver to deny the ordinance setting a referendum, seconded by Mayor DeCiccio.

Attorney Langley explained voting no on this motion would be a vote to set a referendum and voting yes would not set a referendum. **Commissioner Weaver withdrew his motion.**

Motion made by Commissioner Weaver to adopt the ordinance, seconded by Commissioner Sullivan.

Members of the Commission gave additional comments on the impacts to both residents and landscaping companies and background leading to this ban.

Upon a roll call vote to adopt the ordinance, Commissioners Russell and Cruzada and Mayor DeCiccio voted yes and Commissioners Sullivan and Weaver voted no. Motion carried with a 3-2 vote.

11. Public Comments | 5 p.m. or soon thereafter (None)

16. Public Hearings: Non Quasi-Judicial Matters (continued)

c. ORDINANCE 3295-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING REGULATIONS" SECTIONS 58-65 THROUGH 58-71, COLLECTIVELY, THE RESIDENTIAL ZONING CODE PROVISIONS, SECTION 58-91 BOARD OF ADJUSTMENTS, AND SECTION 58-95 "DEFINITIONS" PROVIDING FOR ANNUAL ASSESSMENT AND UPDATES, TO THE CURRENT REGULATIONS, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd reading)

Attorney Langley read the ordinance by title. Senior Planner John Harbilas reviewed the changes.

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

d. ORDINANCE 3296-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE

e. III, "ZONING" SECTION 58-83 "ORANGE AVENUE OVERLAY DISTRICT (OAO)" TO REVISE THE DEFINITIONS OF BUILDING STORY AND MIXED-USE, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title. **Motion made by Commissioner Cruzada to adopt the ordinance, seconded by Mayor DeCiccio**. There were no public comments.

Commissioner Russell asked for clarification on the stricken language under the definition of Mixed Use. Director of Planning and Zoning Allison McGillis explained the intent was to specify the types of commercial uses allowed in the OAO.

Frank Hamner, suggested leaving in the word "commercial" and then listing the types of commercial use.

Mrs. McGillis suggested changing it to read "commercial , including but not limited to restaurant, food service, personal service such as spa, fitness, retail, etc." Mr. Langley suggested " This must be some combination of residential, commercial uses permitted by the OAO (including, but not limited to, restaurant/food service, personal service such as salon/spa/fitness, and retail), and office uses such as business offices/financial services." Discussion followed on the intent of mixed use.

Motion made by Commissioner Russell to adopt the ordinance with the recommended language stated by the City Attorney, seconded by Commissioner Cruzada, Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. Motion carried unanimously with a 5-0 vote.

f. ORDINANCE 3297-24 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK ESTABLISHING A DESIGN GUIDELINES AD-HOC COMMITTEE; PROVIDING FOR SUNSET AND AN EFFECTIVE DATE. (2nd reading)

Attorney Langley read the ordinance by title. **Motion made by Commissioner Weaver to adopt the ordinance, seconded by Commissioner Cruzada.**

Mayor DeCiccio explained that this committee will review and recommend guidelines that will help applicants as they prepare plans for approval.

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

17. City Commission Reports

Commissioner Sullivan -

- As a new Winter Park Library Trustee, he asked the commission to share any comments are concerns that need to be brought forward to the Board of Trustees. He noted his intent to work on parking solutions.

- Gave an update on meetings with city staff, Mr. Michael and Gottfried (trail planners) on the Heritage Market Trail. The city has not received sufficient information, including available funding, to integrate this plan into the transportation planning process and recommended suspending any action to integrate this trail into the city's transportation planning process. Following discussion, consensus was to suspend further action.

Commissioner Russell -
- Thanked Mayor DeCiccio for reiterating meeting rules for decorum.
- Spoke about the highly qualified staff and thanked them for their work.
- Thanked his family for their support and residents for their participation in meeting and he is looks forward to continuing meeting with staff. One of his goals is to find ways to incorporate youth, possibly a youth advisory board, and look at opportunities to give residents a voice.
- The Winter Park Library luncheon recognizing the top ten scholars at Winter Park High School is tomorrow at 11:00 a.m. at Mead Garden.

Commissioner Cruzada -
- Earth Day is this weekend. Run For The Trees is Saturday morning

Commissioner Weaver -
- Reported the appointment of Steve DiClemente to Economic Development Advisory Board.
- Noted that Russell Alan has expressed an interest in continuing to serve the Police Officers' Pension Board. (Will be on May 8th agenda.)

Mayor DeCiccio -
- With the final approval of the Federal budget, the city will be receiving $500k for affordable housing.
- Addressed library parking. Mr. Knight said it will be on the next agenda. .

18. Summary of Meeting Actions

- Administered Oath of Office to Commissioner Russell
- Appointed Commissioner Weaver as Vice-Mayor.
- Appointed Commissioner Sullivan alternate to the MetroPlan Municipal Advisory Council.
- Presented the Bronze Green Business Award to Howell Branch Academy.
- Designated May as Building Safety Month.
- Approved the work session schedule, moving the old library discussion work session to May 23rd.
- Scheduled the Strategic Planning Session for June 13th.
- Received an update on Economic Development Advisory Board initiatives.
- Approved the Consent Agenda with amendments to the April 10th minutes.
- Adopted the ordinance setting the referendum to repeal the ban on gas-powered leaf blowers for March 11, 2025.
- Adopted ordinance amending single-family zoning regulations.

- Adopted ordinance amending OAO definitions.
- Adopted ordinance establish a design guidelines ad hoc committee.
- Approved suspending work on the Heritage Market Trail.

19. Adjournment

The meeting was adjourned at 5:36 p.m.

____
Mayor Sheila DeCiccio

ATTEST:

____
City Clerk Rene Cranis

City Commission

agenda item 10.b

item type	**meeting date**
Consent Agenda	May 8, 2024
prepared by	**approved by**

subject

Approve the following formal solicitations:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

None

City Commission

agenda item
10.b.1

item type
Consent Agenda

meeting date
May 8, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by
Randy Knight, City Manager

subject

1. Raftelis Financial Consultants, Inc. – RFP11-24 – Development of Water & Wastewater Strategic Plan; Amount: $79,500

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued on February 23, 2024, with responses due on April 11, 2024, and we received one (1) submittal. With City Management approval to proceed, staff evaluated the proposal and is recommending to award and authorize Procurement to enter into negotiations.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budget:

1. Water & Wastewater Utility Fund

attachments

None

City Commission

agenda item
10.c

item type
Consent Agenda

meeting date
May 8, 2024

prepared by

approved by

subject
Approve the following piggyback contracts:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item 10.c.1

item type
Consent Agenda

meeting date
May 8, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by
Randy Knight, City Manager

subject

1. Pace Analytical Services, LLC - City of Atlantic Beach Contract #RFP 21-01 – Professional Services for Environmental Laboratory Services; for services on an as-needed basis during the term of the agreement through January 31, 2026; Amount: $80,000
2. Musco Sports Lighting, LLC - Sourcewell Contract #041123-MSL – Sports Lighting Solutions with Related Technology, Equipment, and Services; for installation of new sports field lighting at Showalter Stadium and services on an as-needed basis during the term of the agreement through June 16, 2027; Amount: $500,000
3. Electric Supply of Tampa – OUC-KUA Contract #RFP-21-4979-OQ – Wire & Cable; for purchase of electric wire for inventory purposes and on an as-needed basis during the term of the agreement through June 14, 2024; Amount: $650,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Originating Agency (City of Atlantic Beach) issued a formal solicitation to award this contract in FY21.
2. The Cooperative Purchasing Agency (Sourcewell) issued a formal solicitation to award this contract in FY23.
3. The Originating Agency (OUC-KUA) issued a formal solicitation to award this contract in FY21.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. Water & Wastewater Fund
2. Capital Projects Fund
3. Electric Utility Fund

attachments

None

City Commission

agenda item
10.d

item type
Consent Agenda

meeting date
May 8, 2024

prepared by

approved by

subject
Approve the following contracts:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item 10.d.1

item type
Consent Agenda

meeting date
May 8, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by
Randy Knight, City Manager

subject

1. RFQ8-23 – GAI Consultants Southeast, Inc. – General Planning Services – Amendment 1; for services on an as-needed basis during the term of the agreement through May 21, 2025
2. RFQ8-23 – Redevelopment Management Associates, LLC – General Planning Services – Amendment 1; for services on an as-needed basis during the term of the agreement through May 22, 2025
3. IFB16-19 – Electric Supply of Tampa – Purchase & Delivery of Conduit/Pipe; for purchases of conduit and pipes for inventory purposes and on an as-needed basis during the term of the agreement through July 23, 2024; Amount: $200,000
4. IFB20-19 – Electric Supply of Tampa – Electric Utility O&M Materials; for purchases of electric utility O&M materials for inventory purposes and on an as-needed basis during the term of the agreement through July 31, 2024; Amount: $300,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1-2. A formal solicitation was issued in FY23 and has been renewed in accordance with the original executed Agreement.
3-4. A formal solicitation was issued in FY20 and has been renewed in accordance with the original executed Agreement.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1-2. Each task order will be brought to the City Commission with the funding source listed.
3-4. Electric Utility Fund

attachments

None

City Commission

agenda item 11.a

item type
Action Items Requiring Discussion

meeting date
May 8, 2024

prepared by
Jason Seeley, Director of Parks and Recreation

approved by
Randy Knight, City Manager

subject
Library and Event Center parking expansion

motion | recommendation
Staff recommendation would be for option B as it would provide a significant increase in available parking that would serve both the Winter Park Library and Event Center as well as the adjacent athletic fields within MLK Jr. Park. Option B would eliminate the Lakle Island Hall Facility while keeping the approximately 100'x100' area required to house the croquet. The croquet court would also provide a 'softening' along Harper and at the 'backdoor' to the park.

background
Upon initially opening the new library and event center, some parking challenges were experienced during times when the event center had larger daytime rentals or weekend rentals that coincided with library operating hours. Over the past 2 years of operations, both the event center and the library have seen significant growth in usage/visitors that has resulted in the occasional, or rare, parking challenge becoming more frequent.

As a result of the continued packing challenges, and the anticipation of potential increased park usage with upgrades to the Community playground and MLK Jr. park, the Commission requested staff provide options to increase parking capacity using the space south of the current event center parking lot.

alternatives | other considerations
Option B could be redesigned in a manner that preserves the Lake Island Hall building at the expense of eliminating the croquet court. While the croquet court is not the most popular park amenity, there is a small contingent that followed the croquet court over from its original home at the Winter Park Golf Course to its current location.

The Winter Park Croquet Club is not significantly large, with periods of membership upwards of two dozen when its home was located at the WP9 to more modest participation numbers ranging from a half dozen players to a dozen players since moving to MLK Park. Most, but not all, participants reside within the City of Winter Park. When the potential removal of the court for parking was discussed in 2021 after opening the WPLEC, a group of 4-6 croquet players attended a Parks and Recreation Advisory Board meeting to voice their disapproval. Additionally, several residents that are members of Interlochen Country Club and active in croquet have met with me or contacted Parks and Recreation regarding a need for the City to have an improved croquet court or courts for residents in the past few years.

Options to relocate the court have been studied by staff, but due to the size and maintenance requirement of a croquet lawn, relocation would be costly. The best candidate to house a potential relocation of the court would be Phelps Park. Phelps Park has significant green space behind the playground and basketball courts, along with parking and restrooms.

A properly maintained croquet court requires maintenance practices similar to that of a golf green. This would require construction of on-site storage and purchase of specialized equipment along with installation of rhe appropriate Bermuda turf and supporting irrigation and drainage at a projected cost of $90,000. An additional annual operation cost of $10,000-$12,000 is also projected. Synthetic options exist and have been very well received by players at the highest level of the sport, but the cost with appropriate drainage and installation can be upwards of $300,000. While more costly upfront, the expected life for such a court would be 10+ years with minimal operational cost, consistent quality regardless of conditions, and could be built in shade or partial shade, allowing a more comfortable playing environment versus natural grass which would require full sun exposure.

Lake Island Hall provides minimal value to the residents of Winter Park and the Parks and Recreation Department's operations. The rental space does not offer a great deal of 'ambiance', being wedged between Harper St, a parking lot, and a view of the maintenance facility/air quality station from the large glass doors at the rear of the building. The building is approximately 60 years old and while in relatively good shape for its age, is due to require major maintenance items, which include HVAC and roof replacement that alone are projected to cost upwards of $100,000.

Rollins College has expressed serious interest in leasing Lake Island Hall to utilize it as the clubhouse and locker room for its Women's Softball Team. This would be an ongoing lease in lieu of constructing the previously approved clubhouse behind the first base dugout.

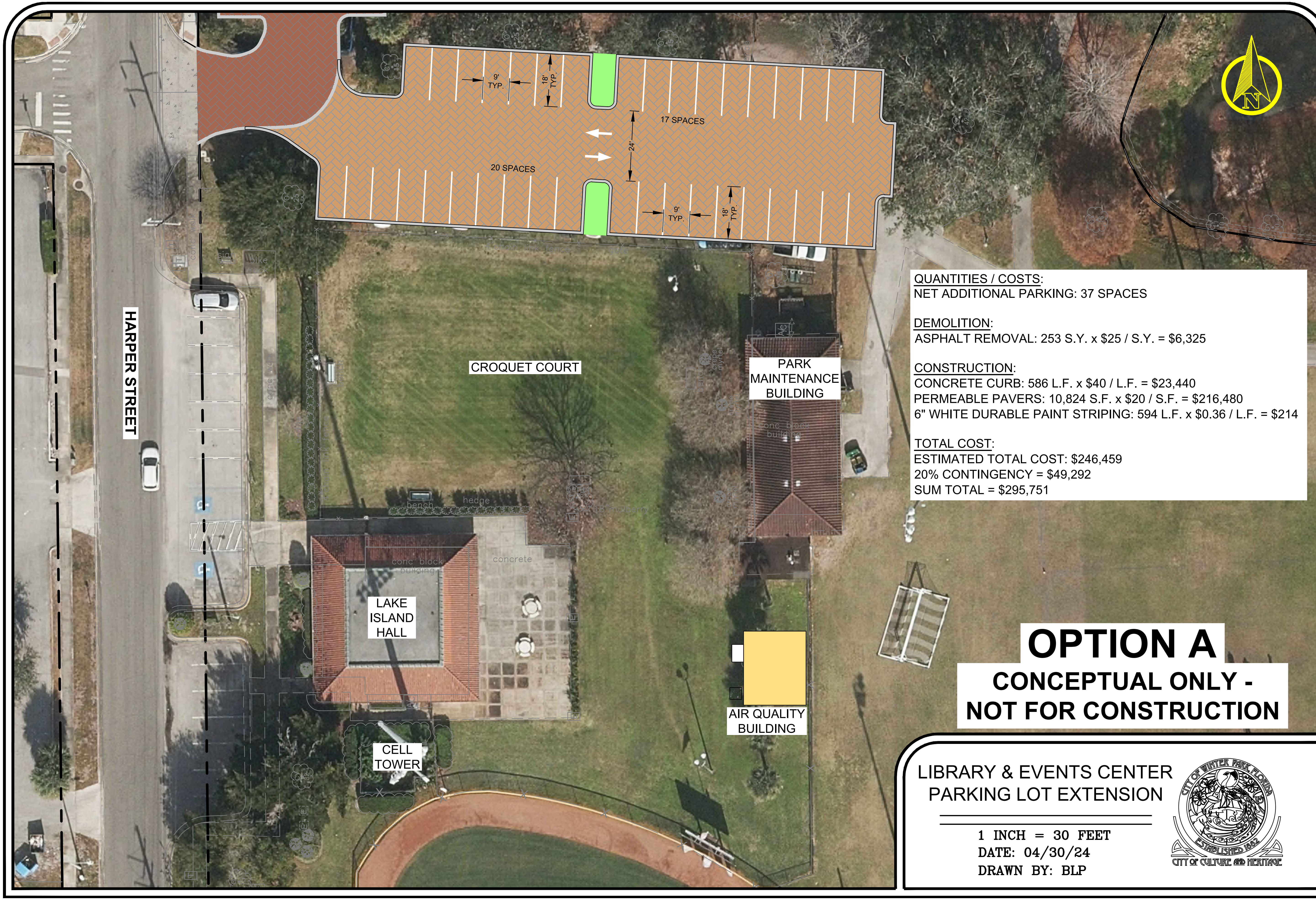
fiscal impact

See Attached L_EC Additional Parking Options Summary Attachment

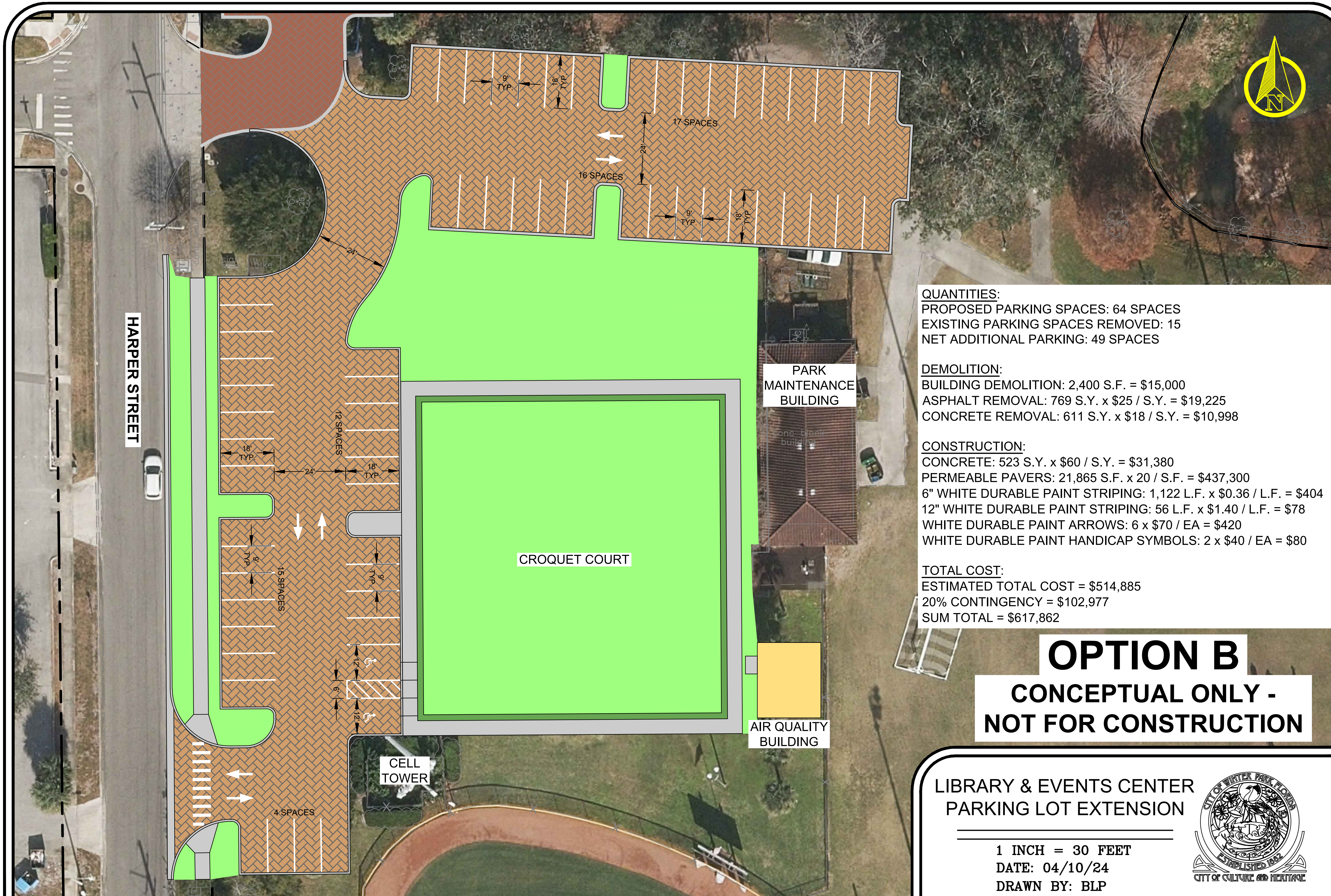
attachments

1. LEC Parking Expansion - Option A_REV-11x17
2. LEC Parking Expansion - Option B_REV-11x17
3. LEC Parking Expansion - Option C-REV-11x17

4. LEC Parking Expansion - Option D-11x17
5. L_EC Additional Parking Options Summary



9' TYP.
18' TYP.
17 SPACES
24'
20 SPACES
9' TYP.
18' TYP.
HARPER STREET
CROQUET COURT
PARK MAINTENANCE BUILDING
LAKE ISLAND HALL
AIR QUALITY BUILDING
CELL TOWER
QUANTITIES / COSTS:
NET ADDITIONAL PARKING: 37 SPACES
DEMOLITION:
ASPHALT REMOVAL: 253 S.Y. x $25 / S.Y. = $6,325
CONSTRUCTION:
CONCRETE CURB: 586 L.F. x $40 / L.F. = $23,440
PERMEABLE PAVERS: 10,824 S.F. x $20 / S.F. = $216,480
6" WHITE DURABLE PAINT STRIPING: 594 L.F. x $0.36 / L.F. = $214
TOTAL COST:
ESTIMATED TOTAL COST: $246,459
20% CONTINGENCY = $49,292
SUM TOTAL = $295,751
OPTION A
CONCEPTUAL ONLY - NOT FOR CONSTRUCTION
LIBRARY & EVENTS CENTER PARKING LOT EXTENSION
1 INCH = 30 FEET
DATE: 04/30/24
DRAWN BY: BLP
CITY OF WINTER PARK FLORIDA
ESTABLISHED 1882
CITY OF CULTURE AND HERITAGE



QUANTITIES:
PROPOSED PARKING SPACES: 64 SPACES
EXISTING PARKING SPACES REMOVED: 15
NET ADDITIONAL PARKING: 49 SPACES

DEMOLITION:
BUILDING DEMOLITION: 2,400 S.F. = $15,000
ASPHALT REMOVAL: 769 S.Y. x $25 / S.Y. = $19,225
CONCRETE REMOVAL: 611 S.Y. x $18 / S.Y. = $10,998

CONSTRUCTION:
CONCRETE: 523 S.Y. x $60 / S.Y. = $31,380
PERMEABLE PAVERS: 21,865 S.F. x 20 / S.F. = $437,300
6" WHITE DURABLE PAINT STRIPING: 1,122 L.F. x $0.36 / L.F. = $404
12" WHITE DURABLE PAINT STRIPING: 56 L.F. x $1.40 / L.F. = $78
WHITE DURABLE PAINT ARROWS: 6 x $70 / EA = $420
WHITE DURABLE PAINT HANDICAP SYMBOLS: 2 x $40 / EA = $80

TOTAL COST:
ESTIMATED TOTAL COST = $514,885
20% CONTINGENCY = $102,977
SUM TOTAL = $617,862

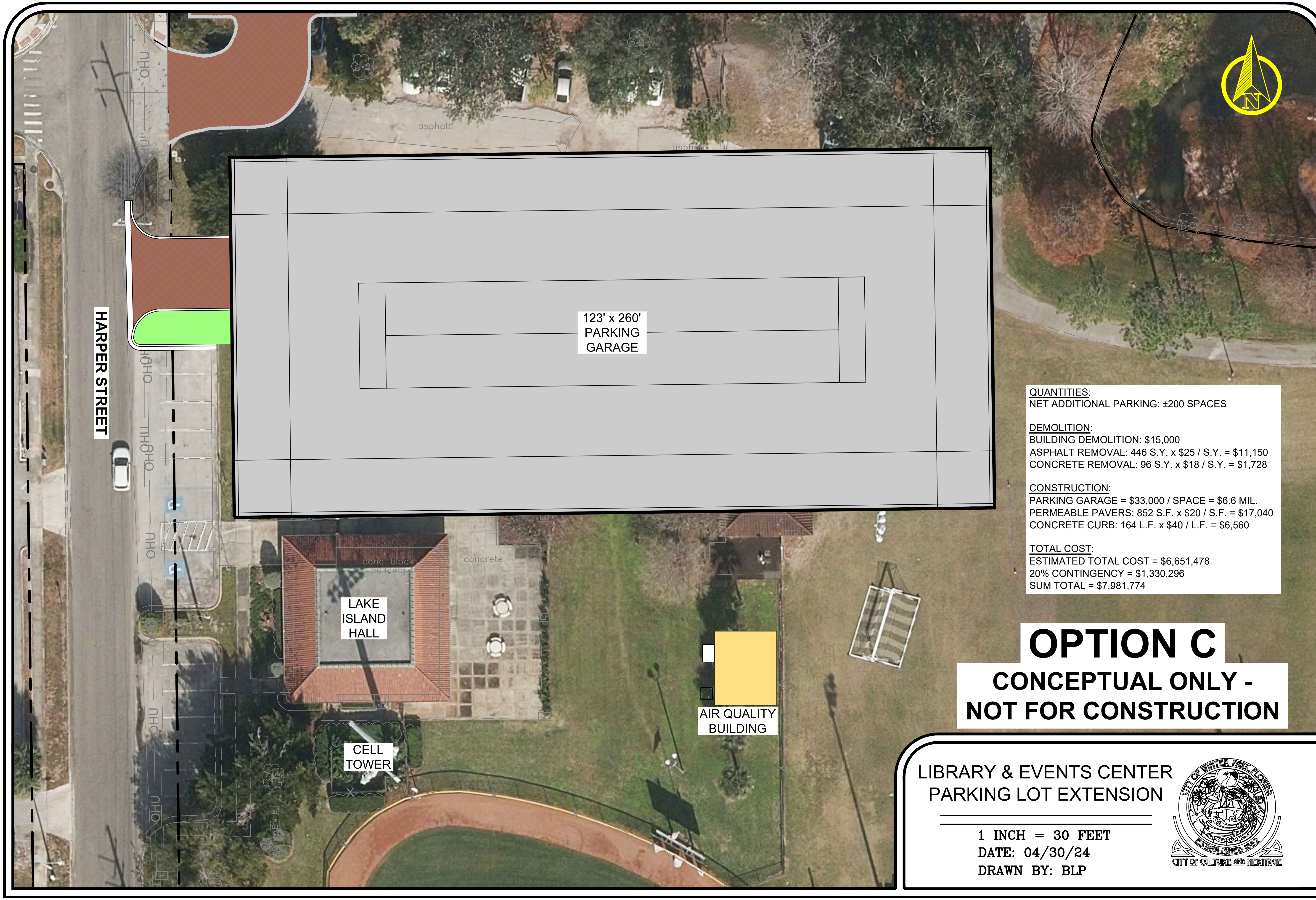
OPTION B

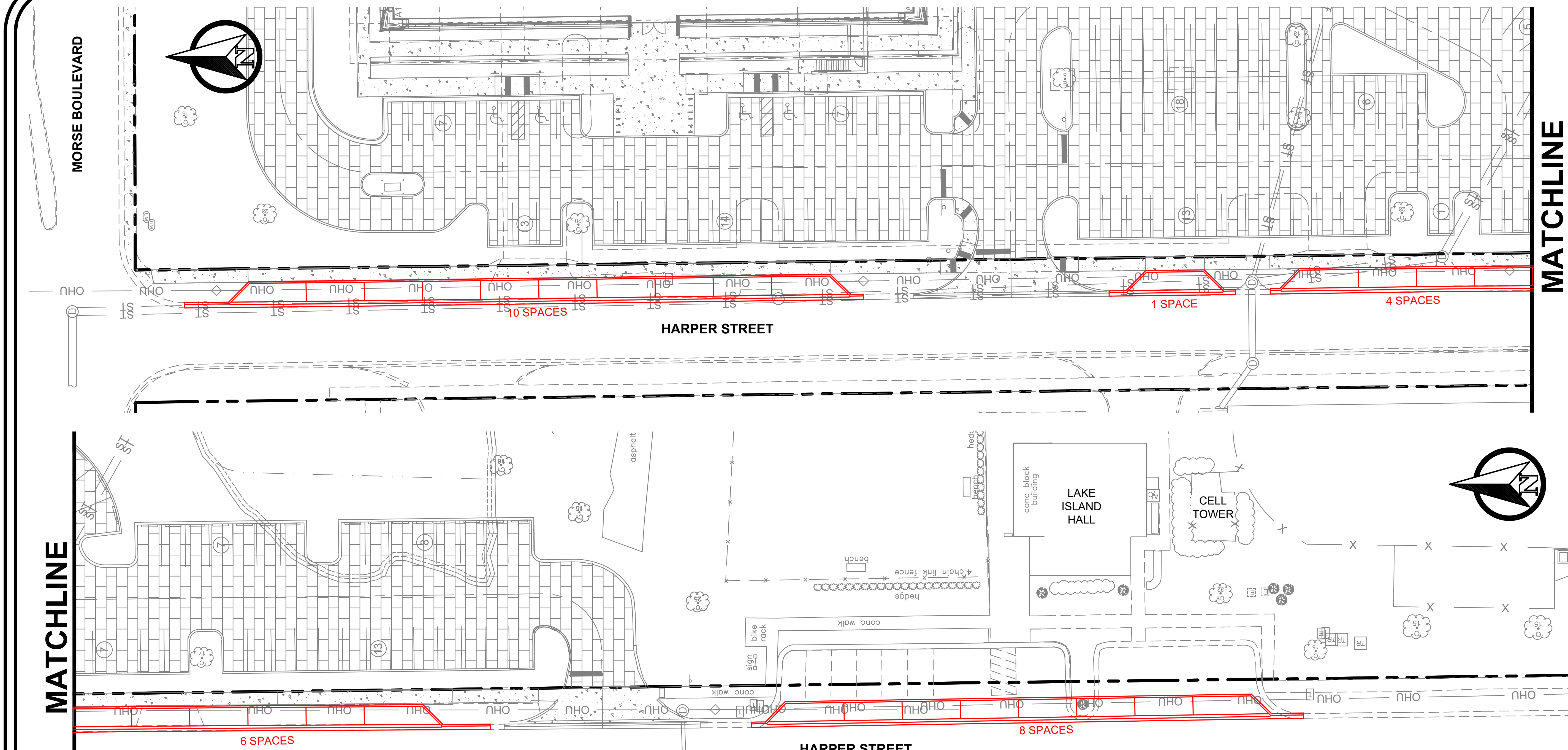
CONCEPTUAL ONLY - NOT FOR CONSTRUCTION

LIBRARY & EVENTS CENTER
PARKING LOT EXTENSION

1 INCH = 30 FEET
DATE: 04/10/24
DRAWN BY: BLP

CITY OF WINTER PARK FLORIDA
ESTABLISHED 1882
CITY OF CULTURE AND HERITAGE


HARPER STREET
123' x 260'
PARKING
GARAGE
LAKE
ISLAND
HALL
AIR QUALITY
BUILDING
CELL
TOWER
asphalt
concrete
conc. block
building
QUANTITIES:
NET ADDITIONAL PARKING: ±200 SPACES
DEMOLITION:
BUILDING DEMOLITION: $15,000
ASPHALT REMOVAL: 446 S.Y. x $25 / S.Y. = $11,150
CONCRETE REMOVAL: 96 S.Y. x $18 / S.Y. = $1,728
CONSTRUCTION:
PARKING GARAGE = $33,000 / SPACE = $6.6 MIL.
PERMEABLE PAVERS: 852 S.F. x $20 / S.F. = $17,040
CONCRETE CURB: 164 L.F. x $40 / L.F. = $6,560
TOTAL COST:
ESTIMATED TOTAL COST = $6,651,478
20% CONTINGENCY = $1,330,296
SUM TOTAL = $7,981,774
OPTION C
CONCEPTUAL ONLY -
NOT FOR CONSTRUCTION
LIBRARY & EVENTS CENTER
PARKING LOT EXTENSION
1 INCH = 30 FEET
DATE: 04/30/24
DRAWN BY: BLP
CITY OF WINTER PARK FLORIDA
ESTABLISHED 1887
CITY OF CULTURE AND HERITAGE



QUANTITIES:
PROPOSED NEW SPACES: 29
EXISTING SPACES REMOVED: 15 SPACES
NET ADDITIONAL PARKING: 14 SPACES

DEMOLITION:
ASPHALT REMOVAL: 515 S.Y. x $25 / S.Y. = $12,875
CONCRETE CURB REMOVAL: 859 L.F. x $25 / L.F. = $21,475

CONSTRUCTION:
TYPE D CURB: 722 L.F. x $40 / L.F. = $28,880
TYPE F CURB & GUTTER: 73 L.F. x $46 / L.F. = $3,358
DROP CURB (2' WIDE): 698 L.F. x $43 / L.F. = $30,014
ASPHALT PAVEMENT: 4,580 S.F. x $3 / S.F. = $14,156
REMOVE AND REPLACE CONC. SIDEWALK: 122 S.Y. x $77 / S.Y. = $9,394
3' HIGH RETAINING WALL: 180 L.F. x $300 / L.F. = $54,000
6" WHITE DURABLE PAINT STRIPING: 175 L.F. x $0.36 / L.F. = $63

TOTAL COST:
ESTIMATED TOTAL COST = $174,215
20% CONTINGENCY = $34,843
SUM TOTAL = $209,058

OPTION D

CONCEPTUAL ONLY - NOT FOR CONSTRUCTION

LIBRARY & EVENTS CENTER
PARKING LOT EXTENSION

1 INCH = 40 FEET
DATE: 05/01/24
DRAWN BY: BLP

CITY OF WINTER PARK FLORIDA
ESTABLISHED 1887
CITY OF CULTURE AND HERITAGE

<u>EC Additional Parking Options</u>

<u>Parking Expansion (south)</u>

- Option A
    - Pervious pavement surface parking
    - 37 Additional Spaces
    - Estimated Cost $296K (incl. 20% contingency)
    - Stormwater retention included in the pavement design
    - No additional impacts
- Option B
    - Pervious pavement surface parking
    - 49 Additional Spaces
    - Estimated Cost 618K (incl. 20% contingency)
    - Stormwater retention included in the pavement design
    - Additional impacts
        - Repositioning of croquet court. **$90,000**
        - Orange County Air Quality Facility *
- Option C
    - Parking garage
    - 202 Additional Spaces
    - Estimated Cost $7.98M (incl. 20% contingency)
    - Requires stormwater retention (not include in cost)
    - Additional impacts
        - Replacement of the parks maint. bldg. **($2m estimated cost)**
        - Replacement of croquet court. **($100k – $300K depending on natural/synthetic and location)**
        - Orange County Air Quality Facility *

- Option D: Parallel Parking (Harper Street)
    - 29 Additional Spaces
    - Estimated Cost 209K (incl. 20% contingency)
    - Construction requirements
        - 180 linear feet retaining wall (3 feet high)
        - 122 square yards sidewalk replacement
        - 73 linear feet type F curb const.
        - 698 linear feet drop curb const.
        - 722 linear feet vertical curb const.
        - 4,580 square feet asphalt pavement const. (incl. base)

* There is no defined setback from the air quality building that we must adhere to. Instead, any changes we propose to the area would need to be discussed with EPD and provided to the EPA.
It was discussed with EPD the Parks maintenance building is close enough to skew the air quality data with their vehicles. The corner of this building is roughly 38 feet away. However, the existing dirt parking to the north does not cause any issues, even at peak usage. This is roughly 130 feet away.
We are required to keep Orange County EPD in the loop with anything that is decided. They are at the mercy of the EPA since air quality monitoring is a federal program.

City Commission

agenda item 11.b

item type Action Items Requiring Discussion	**meeting date** May 8, 2024
prepared by Randy Knight, City Manager	**approved by** Randy Knight, City Manager

subject
Use Agreement for use of old library parking lot

motion | recommendation
Approve Memorandum of Understanding with Rollins College for the temporary use of the old library parking lot.

background
The old library parking lot is currently vacant. The Alfond Inn (Rollins College) would like to use the lot for valet and event parking until such time as the city has use for the property. This lot is more convenient to the Alfond than their other offsite parking used for valet parking when the onsite parking lot is full. We have negotiated a rate of $45 per space per month for the 69 marked spaces in the lot. The monthly amount would be $3,105.00. Rollins would be responsible for maintaining and insuring the lot during the use agreement. Both parties would have a 30-day out clause for any reason.

The City granted Rollins a use agreement for the parking lot as a laydown yard during construction of the Alfond Inn expansion. That agreement ended when the expansion was complete.

alternatives | other considerations
The city could continue to block off the lot and receive no revenue or open the lot for first-come, first-serve use at no charge.

fiscal impact
$3,105 per month of additional revenue to the City that would go into the General Fund and offset some of the building maintenance and utilities costs.

attachments
1. MOU Rollins - Parking Lot at old library

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is made and entered into as of May 9, 2024 (the "Effective Date") by and between **ROLLINS COLLEGE,** a Florida not-for-profit corporation ("Rollins College") whose mailing address is 1000 Holt Avenue, Box 2717, Winter Park, FL 32789 and **THE CITY OF WINTER PARK**, a Florida municipal corporation (the "City"), whose mailing address is 401 Park Avenue South, Winter Park, FL 32789.

WITNESSETH:

WHEREAS, the City owns the vacated real property known as the old Winter Park Library ("Old Library") located at 460 E New England Ave, Winter Park, Florida (the "Property") as more particularly shown on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Rollins College is the owner the Alfond Inn (the "Alfond") and the Alfond desires to use the paved parking lot located on the Property as generally described in the rendering shown on Exhibit "B" attached hereto and incorporated herein (the "Parking Lot") to temporarily provide more conveniently located parking, reduce traffic on New England Avenue and Lyman Avenue, and reduce the use of on-street parking; and

WHEREAS, the City has no current use for the Property and has not yet determined what its future use will be; and

WHEREAS, the City has agreed to grant a license to allow Rollins College to use the Parking Lot pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and as an inducement for the City to allow Rollins College to use the Parking Lot, the parties agree as follows.

1. The foregoing recitals are true and correct and are incorporated herein by this reference as part of this Agreement.

2. The undersigned persons have full legal authority to enter into this agreement on behalf of their respective parties.

3. The City agrees to allow Rollins College to use the Parking Lot as a license grant for a term commencing on May 1, 2024 and continuing month-to- month (the "Term") subject to the terms and conditions set forth in this Agreement. Either party may cancel this Agreement with or without cause and for any or no reason upon thirty days' notice.

4. On the Effective Date and on the first (1^{st}) day of each month during the Term thereafter, Rollins College agrees to pay the City the sum of **THREE THOUSAND ONE HUNDRED AND FIVE AND 00/100 DOLLARS ($3,105.00),** which represents $45.00 per space for the 69 marked spaces, as consideration for the use of the Parking Lot (the "Payments").

The Payments shall be made without notice or demand to the mailing address specified for the City in the introduction paragraph of this Agreement, or as otherwise specified by the City. Rollins College acknowledges that as a governmental entity, the City is exempt from payment of sales tax on rent.

5. No Property Interest. The right to use of the Parking Lot granted herein is solely a license for the express purposes set forth in this Agreement and does not grant any leasehold, easement, property or equitable interest in the Parking Lot to Rollins College. The license granted herein is personal to Rollins College and it does not run with the land and title to the Property. City reserves all rights of ownership of the Parking Lot.

6. Rollins College shall be allowed to use the entirety of the Parking Lot as it deems reasonably appropriate for the intended use as stated herein and in a manner consistent with the terms of this Agreement. Rollins College shall provide three reserved parking spaces next to the Old Library building for visitor and contractor parking for the City. Upon request by the City, additional spaces may be reserved by the City on an as needed basis. The parties expressly acknowledge and agree that Rollins College shall not be permitted to use the interior of the Old Library and Rollins College shall have no obligation to maintain the Old Library.

7. Rollins College agrees to maintain the Parking Lot in a clean and orderly condition. Prior to the expiration of the Term, Rollins College shall remove any of its personal property, debris or other material resulting from Rollins College’s use of the Parking Lot. Rollins College shall be responsible for any damage to the Property caused by or arising from its use of the Parking Lot or use by any of its employees, agents, contractors, or subcontractors. Rollins College shall repair and restore the Parking Lot to its previous condition existing prior to this Agreement or better. Rollins College shall comply with all laws, ordinances, regulations and rules in the use of the Parking Lot. Rollins College shall not cause environmental contamination of the Parking Lot or the Property. Rollins College shall not store fuel or petroleum tanks on the Parking Lot. Rollins College agrees that the City and its employees shall have the right to access and inspect the Parking Lot at any time to ensure compliance with this Agreement.

8. Rollins College will not be obligated to provide any on-site security personnel to monitor the Parking Lot or the Old Library building. However, in no event shall the City be responsible for security and risk protection of vehicles, equipment and materials stored on the Parking Lot by Rollins College or those persons or entities using or accessing the Parking Lot on behalf of Rollins College.

9. Rollins College freely, voluntarily and knowingly executes this Agreement, including the hold harmless and indemnification provisions, with the express intention of releasing, and hereby does release, the City, its officers, directors, agents, servants, and employees, from all liability for any claim, including injury to any person or property, arising out of Rollins College's use of the Parking Lot or the Property.

10. Rollins College understands and assumes all risks to itself, its officials, employees, representatives, agents, and invitees and accepts the use of the Parking Lot as-is. The City makes no representations or warranties (implied or expressed) regarding the condition of Parking Lot or concerning its feasibility for use for its intended purposes.

11. Rollins College agrees to hold harmless, indemnify and defend the City, its representatives, officers, agents, affiliates, and employees, from and against all liability, suits, action, claims, costs, expenses and demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) and expenses of every kind and character, including reasonable attorneys' fees, costs and appeals, arising or resulting, in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of Rollins College or any of its officers, agents, servants, employees, contractors, subcontractors, participants, guests, or invitees arising out of or in any way connected with the use of the Parking Lot or Property or arising from any breach of Rollins College's responsibilities and duties under this Agreement. This indemnification and hold-harmless provision applies to claims and damages regardless of whether Rollins College can claim immunity under Section 440.11, Florida Statutes or other statute. Nothing claimed herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity of Section 768.28, Florida Statutes or as otherwise provided by law. This paragraph shall survive termination and expiration of this Agreement.

12. Rollins College shall at its sole cost provide liability coverage in at least the amount of One Million ($1,000,000.00) Dollars per occurrence and Three Million ($3,000,000.00) Dollars in the aggregate. All insurance shall be obtained from companies authorized to do business in the State of Florida and which have an AM Best rating of at least "A". The City must be an additional insured on the policy of insurance obtained by Rollins College in compliance with this Agreement, and Rollins shall provide the City with a copy of the policy(ies) of insurance within five (5) days of the Effective Date of this Agreement. Rollins College shall ensure that the insurer's agreement(s) it obtains provides for not less than thirty (30) days advance notice to the City before cancellation, expiration or alteration of any policy of insurance. Rollins College agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. The City shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

13. The terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns; provided, however, this Agreement or any right hereunder shall not be assigned by Rollins College without the prior written consent of the City, in the City's sole discretion.

14. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and addressed to the parties at the address shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) one (1) day after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) upon hand-delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

15. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement, and venue shall be in Orange County, Florida.

16. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

17. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

[signatures to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this contract this ___day of _________________, 2024.

WITNESSES:	ROLLINS COLLEGE, a Florida non-profit corporation
____________________________________	By: ________________________________
Print Name: __________________________	Name: ______________________________
Address: _____________________________	Title: _______________________________
______________________________	
____________________________________	
Print Name: __________________________	
Address: _____________________________	
______________________________	

STATE OF ______________
COUNTY OF ____________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of ___________, 2024, by ________________________________, as ______________ of ROLLINS COLLEGE, a Florida non-profit corporation, on behalf of the corporation. He (She) ☐ is personally known to me or ☐ has produced ___________________________ as identification.

(NOTARY SEAL)

____
Notary Public Signature

____
(Name typed, printed or stamped)

0215039\177869\13779868v2

ATTEST: CITY OF WINTER PARK

_________________________________ By: ______________________________
Rene Cranis, City Clerk

Date: ____________________________

STATE OF _____________
COUNTY OF ___________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of ___________, 2024, by ______________________________, as _____________ of the CITY OF WINTER PARK, FLORIDA. He (She) ☐ is personally known to me or ☐ has produced _________________________ as identification.

(NOTARY SEAL)

____
Notary Public Signature

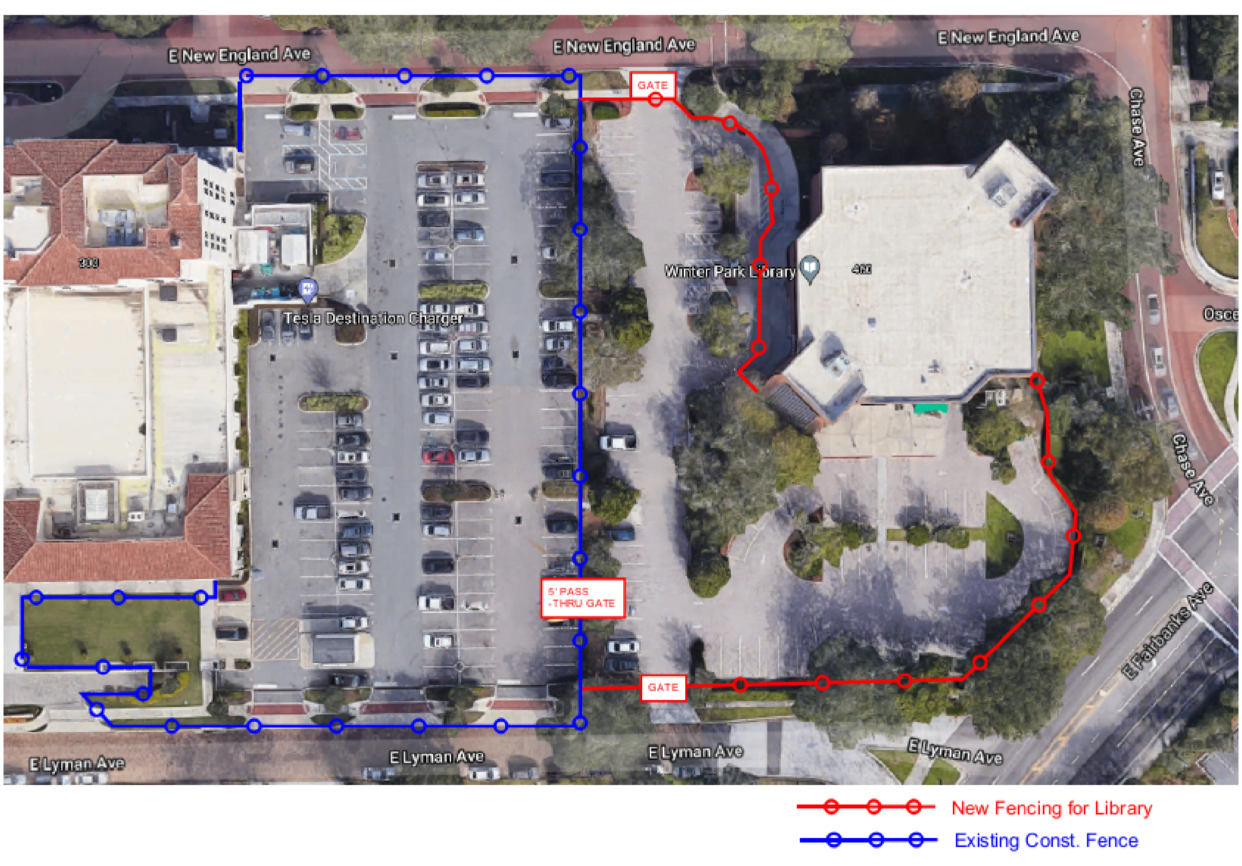
____
(Name typed, printed or stamped)

0215039\177869\13779868v2

Exhibit A

TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOTS 1 THROUGH 5 & LOTS 29 THRU 33 & E 17 FT OF LOT 28 BLK 60 & E 17 FT OF N1/2 OF LOT 374 & THAT PART OF 14 FT ALLEY LYING CONTIGUOUS TO SAID LOTS (LESS SR R/W PER 1867/731) SEE 2742/1220

<u>Exhibit B</u>



0215039\177869\13779868v2