



City Commission Regular Meeting

Agenda

August 24, 2022 @ 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**
 - Pledge of Allegiance
 3. **Approval of Agenda**
 4. **Mayor Report**
 5. **Citizen Budget Comments**
 6. **City Manager Report**
 - a. [Meet Your Department: Communications](#) 10 minutes
 7. **City Attorney Report**
 8. **Non-Action Items**
 - a. [Budget Presentation: Winter Park Library](#) 20 minutes
 - b. [Board Appointment - Public Art Advisory Board](#) 1 minute
 9. **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)
 10. **Consent Agenda**
 - a. [Approve the minutes of the regular meeting, August 10, 2022](#) 1 minute
 - b. [Approve the minutes of the work session, August 11, 2022](#) 1 minute
 - c. [Approve the following piggyback contracts:](#) 1 minute
 1. Weedoo Greenboats, Inc. - Florida Sheriffs Association Contract #FSA20-EQU18.0 - Heavy Equipment; Amount: \$91,440.00 for the purchase of a Weedoo TC-3012 Aquatic Weed Cutter. Contract term valid through September 30, 2023.
 2. Duval Ford LLC - Florida Sheriffs Association Contract #FSA20-VEL28.0 - Pursuit, Administrative, and Other Vehicles; Amount: \$100,000 for additional funds needed to cover price increases on 2023 models. Contract term valid through September 30, 2023.

3. Florida Catastrophe Corp. - Osceola County Contract #RFP-1-9-10971-VJ - Indoor Air Quality Remediation Services; Amount: \$100,000 for the remainder of the contract term through July 31, 2024.
 4. Florida Chemical Supply, Inc. - Pinellas County Contract #IFB 190-0479-B(JA) – Hydrofluosilicic Acid; Amount: \$250,000 for the duration of the contract term through December 31, 2025.
 5. Dataprose - City of Freeport Contract #RFP6-20-2018 - Utility Bill Printing & Distribution Services; Amount: \$185,000 for the current term of the contract. The contract term is perpetual and will expire upon mutual agreement between the Originating Agency and Dataprose.
 6. Bob's Barricades, Inc. - City of Boca Raton Contract #2022-018 - Special Event Maintenance of Traffic Equipment and Related Services; Amount: \$100,000 for the duration of the contract term through August 20, 2023.
 7. Traffic Logix Corporation - Sourcewell Contract #RFP070821-LGX - Speed Humps, Cushions and Tables; Amount: \$100,000 for the duration of the contract term through August 9, 2025.
- d. [Approve the following formal solicitations:](#) 1 minute
1. Spies Pool, LLC - IFB21-22 - Cady Way Pool Filter Purchase; Amount: \$185,228.92
 2. Lafleur Nurseries and Garden Center, LLC - IFB22-22 - Landscape and Tree Installation; Amount: \$400,000
 3. George Gadson Studios - RFP19-22 - Shady Park Call for Artists; Amount: \$200,000
- e. [Approve Community Development Block Grant \(CDBG\) Award - Denning Drive Digital Inclusion Project](#) 1 minute
- f. [Approve ARPA Funding Allocations - Parks and Natural Resources Electric Vehicles and Equipment](#) 1 minute

11. Action Items Requiring Discussion

- a. [Discussion on the regulation of short-term rentals.](#) 20 minutes
- b. [Amended and Restated Wholesale Sewer Service Agreement Between the City of Altamonte Springs and the City of Winter Park](#) 15 minutes
- c. [FY23 Budget Update and Commissioner Suggestions](#) 45 Minutes
- d. [FY 2023 1st Qtr Commission Meeting and Work Session Schedule](#) 15 minutes

12. Public Hearings: Quasi-Judicial Matters

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

- a. Resolution 2264-22 - designating the property at 331 W. Lyman Avenue, built in 1958, to the Winter Park Register of Historic Places. 10 minutes

13. Public Hearings: Non-Quasi-Judicial Matters

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

- a. Ordinance amending Chapter 58, Section 58-95 and add Section 58-170 governing artificial turf requirements. (1st Reading) **Tabled from August 10, 2022 meeting. (Request to withdraw by staff for further review.)** 30 minutes
- b. Ordinance 3249-22- Amending Chapter 58 "Land Development Code" Article III, "Zoning Regulations" Section 58-72 "Office (O-1) District" and Section 58-76 "Commercial (C-3) District" so as to amend the development standards regarding setbacks. (2nd reading) **Tabled from August 10, 2022 meeting.** 10 minutes
- c. Fee Schedule Effective October 1, 2022 15 minutes

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment



City Commission **agenda item**

item type City Manager Report	meeting date August 24, 2022
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Meet Your Department: Communications

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission

agenda item

item type Non-Action Items	meeting date August 24, 2022
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Budget Presentation: Winter Park Library

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Non-Action Items	meeting date August 24, 2022
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Board Appointment - Public Art Advisory Board

motion / recommendation

background

Mayor Anderson will be reporting his appointment of Lisa Marsh to the Public Art Advisory Board to fill a vacant position on the board.

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Consent Agenda	meeting date August 24, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, August 10, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2022-08-10.pdf](#)



City Commission Regular Meeting Minutes

August 10, 2022 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, Kris Cruzada and Todd Weaver (virtually); City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:32 p.m.

2) Invocation

The invocation was provided by Reverend Kathy Beasley, Unity of Central Florida, followed by the Pledge of Allegiance.

3) Approval of Agenda

Mr. Knight advised that staff is recommending tabling Public Hearing Item 13a in order to add definitions to the ordinance.

Motion made by Mayor Anderson to approve the agenda, tabling Item 13a; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

4) Mayor Report

Mayor Anderson spoke about Coffee Talk, which is an informal forum for residents to express comments or ask questions and invited residents to participate.

5) Citizen Budget Comments

6) City Manager Report

7) City Attorney Report

Attorney Ardaman reported that Final Order regarding the OAO challenge was received and the OAO is effective as of August 10, 2022.

8) Non-Action Items

- a. Review of Transportation Mobility Impact Fee status.

Director of Planning and Transportation Jeff Briggs stated that the city has adopted Orange County's fees and that Orlando's fees are 50% less than the city's but are considering increasing their fees and if approved, would still be at 75-80% of the city's

fees; however, it is tentative depending on sales tax referendum. He reported that the city has received \$113,000 since the implementation of the fee.

Mayor Anderson commented that the penny sales tax on the November ballot would become a dedicated funding source for Sunrail in Winter Park. He said he would like to reconsider impact fees after the election. He suggested that sidewalk and crosswalk improvements around the high school be priority for fees.

Commissioner DeCiccio said although she is open to reconsidering the fees, she would like the fees to remain in order to fund needed improvements to sidewalks and roads.

b. Budget Presentations

Fire Chief Dan Hagedorn summarized the department's mission and values and summary of spending, which has remained mostly flat with slight decrease from last fiscal year. Mayor Anderson noted that one of the reasons for the slight decrease is due to decrease in city's pension plan contributions. Chief Hagedorn explained levels of service and response times and summarized prior year accomplishments and FY 23 goals. He responded to questions regarding updates to the Lakemont Avenue station and funding, need and feasibility for an additional station west of 17-92 (Lee Road or Fairbanks) and discussion followed on need for a new station and location. Mayor Anderson asked that the new station be added to the long-term plan.

Director of IT Parsram Rajaram reviewed the department's responsibilities, mission and programs including cyber security and smart city applications. He summarized key performance indicators, previous year accomplishments and next year's goals for new/improved infrastructure, technology, cyber security and access control. He responded to questions regarding the benefits and faults of cloud storage and costs.

9) Public Comments | 5 p.m. or soon thereafter (held after Public Hearing b)

10) Consent Agenda

- a. Approve the minutes of the regular meeting, July 27, 2022.
- b. Approve the minutes of the work session, July 28, 2022.
- c. Approve the following piggyback contract:
 1. ABM Industry Groups, LLC - Pasco County Contract #IFB-TB-16-131 - Janitorial Services & Equipment; Approval of an Amendment for a monthly base price increase to \$58,525.00 per month for the remainder of the Agreement through 2/28/2023. The previous monthly base price was \$31,178.62. Consumables will stay at an estimated \$10,000 per month.

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

11) Action Items Requiring Discussion

- a. Consider transitioning stormwater utility charges from the City utility bill to non-ad valorem assessments on the property tax bill.

Finance Director Wes Hamil explained stormwater fees which are part of customer utility bills. He reviewed the pros and cons of changing billing to property tax bills. With approval, staff would begin the process to amend the ordinance to change the billing method and prepare a resolution to adopt an assessment roll. He responded to questions stating this change will not have a significant impact on total revenue and will accelerate the collection of fees since they will be collected with property tax revenues.

Commissioner Sullivan expressed his concern about the impact to large multi-tenant property owners since they will be responsible for the fee rather than the individual tenants. Mr. Hamil advised that the city will provide adequate notice to owners. Mr. Knight noted that property owners could pass the fee on to tenants but it would be dependent on lease agreements and that multi-family properties have master water meters and the owners are already paying the fee. Discussion followed on the impact to landlords and providing time to adjust to the addition to tax bill.

Mr. Knight advised that this would go into effect in FY 24, which would allow for almost a year's notice to customers and to publicize the change.

There were no public comments.

Motion made by Mayor Anderson to direct staff to move forward with drafting an ordinance and resolution; seconded by Commissioner Cruzada. Motion carried unanimously with a 5-0 vote.

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.)

- a. Ordinance amending Chapter 58, Section 58-95 and add Section 58-170 governing artificial turf requirements. (1st Reading)

Mayor Anderson stated that this was tabled to add definitions to the ordinance. Commissioner Sullivan suggested adding regulations that addresses maintenance of existing turf.

- b. ORDINANCE 3249-22 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-72 "OFFICE (O-1) DISTRICT" AND SECTION 58-76 "COMMERCIAL (C-3) DISTRICT" SO AS TO AMEND THE DEVELOPMENT STANDARDS REGARDING SETBACKS; PROVIDING FOR

CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title.

Mayor Anderson asked for clarification about the setbacks. Assistant Director of Planning and Transportation Allison McGillis explained that these changes to front and rear setbacks provide consistency for properties along Fairbanks Avenue.

Commissioner Weaver asked whether this causes any conflicts with utility easements. Director of Water and Wastewater Utility David Zusi said it could impact the utilities if a structure is in the easement, in which case an easement encroachment agreement would be required.

Commissioner Weaver asked whether the city would have to run a sewer main between properties to collect stormwater north and south of Fairbanks. Mr. Zusi said there are some unique situations but the city would attempt to stay with existing rights-of-way and easements.

Motion made by Commissioner Weaver to table to next meeting (August 24, 2022 at 3:30 p.m.); seconded by Mayor Anderson. Motion carried unanimously with a 5-0 vote.

A recess was held from 4:51 to 5:00 p.m.

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

Lawanda Thompson, 664 Lyman Avenue, spoke on her proposal for a community garden and her tour of Orlando's community garden. She asked for the next steps to make a presentation to the commission on her proposal and joint partnership to address food sustainability and hunger in the community.

Mayor Anderson thanked Ms. Thompson for her proposal on the garden. He advised that this is in process to be considered and suggested placing this on the next agenda for discussion.

Commissioner Sullivan agreed but requested more information and a high-level business plan that addresses, in part, who will be involved and funding. (Discussion was continued during commission reports.

Jeannine Koehler, 2900 Cove Trail, addressed the Howell Branch Preserve project. She stated that numerous residents are opposed to the proximity of the trails to their neighborhood. She asked the commission to meet with residents to hear their concerns regarding security, privacy, parking and open access.

Cathy Baumgardner, 2437 Lake Waumpi Drive, expressed concerns about the Howell Branch Preserve Project, specifically the Lake Waumpi Loop which will have access near

her property and lack of parking. She supports preservation of preserve but is opposed to the plans for the area next to her property.

Mayor Anderson asked that a report on the project be provided to the Commission before or in the next meeting. He assured residents that the city will communicate the project status.

- c. ORDINANCE 3250-22 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, " LAND DEVELOPMENT CODE", ARTICLE I, COMPREHENSIVE PLAN" AND ARTICLE III, " ZONING REGULATIONS" TO CODIFY THE APPLICABLE CITY CHARTER AMENDMENTS ADOPTED ON MARCH 8, 2022 REGARDING SUPERMAJORITY VOTES NEEDED FOR CERTAIN COMPREHENSIVE PLAN AMENDMENTS AND ZONING REGULATION AMENDMENTS. PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title.

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

- d. Ordinance 3251-22 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 114 " WATERWAYS", ARTICLE IV " BOATING AND WATER SAFETY" TO MODIFY THE MAXIMUM LENGTH OF BOATS OPERATED ON THE CITY CHAIN OF LAKES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title

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

14) City Commission Reports

Mayor Anderson -

- Reported that FDOT, the city and MetroPlan held a meeting on the scoping study on Brewer Curve and that Mr. Knight is working with FDOT to make a presentation at an upcoming meeting.

The following topics were addressed separately by members of the commission but consolidated by topic.

- Library/Public Records/Sunshine Law

Commissioner Sullivan spoke about the city's stewardship of resources and funds provided to non-profit organizations and said potential negligence was brought to the city's attention. He asked that staff address this assertion and that the commission act to cure negligence if it exists. He noted that organizations that receive capital or financial support from the city or are in partnership with the city may be subject to public records law and the Sunshine Law. He asked that the city attorney provide an opinion on the adherence to state statutes, that the city request an opinion of Florida Attorney General and the act in accordance with those opinions.

Commissioner DeCiccio noted the Commission received an e-mail regarding the Library, public records and the Sunshine law. She noted that Library records are available to the public and that financial reports are provided to the city and reviewed and audited by staff. She feels the Library is not required to comply with the Sunshine Law. She noted the difference between the Library and city boards is the Library's fundraising.

Commissioner Weaver agreed with Commissioner DeCiccio and said transparency is warranted and he understands documents are available. He deferred to the attorney and city manager for action that may be needed.

Mayor Anderson said the question is whether to request an audit or interpretation and it is a matter of determining the end result and whether the right steps are taken to achieve that result. He said he feels compliance with the Sunshine Law is driven by the Library's fundraising as a non-profit. If the goal is to make the Library a public agency of the city then it should be said, but it cannot be both a Sunshine Law compliant agency of the city and 501C3 compliant agency. He supported directing staff to review and ensure that the city's current relationship is compliant with the Sunshine Law,

Discussion followed on public records, fiscal transparency and Sunshine Law as it relates to the Library and other boards. Mr. Knight noted that city and Library staff are working toward publishing Library records on the city's website. Commissioner Sullivan said there may be other organizations that should be looked at and find out whether they should increase the transparency.

Commissioner Cruzada said non-profits have to comply with IRS regulations and should provide the annual report submitted to IRS to the city. Mr. Knight advised that the more the city asserts operational control, the more it triggers Sunshine Law requirements.

Commissioner Sullivan said that because the city provides support, the city has obligation to the taxpayers to ensure that city funds are used properly.

Consensus was for staff and city attorney to review rules regarding the Sunshine Law.

Commissioner DeCiccio said she wants to ensure this does not trigger Sunshine Law and is concerned that the Library may lose donors.

- Howell Branch Preserve

Commissioner DeCiccio said she spoke with Clay Mitchell regarding Howell Branch Preserve who suggested forming a neighborhood committee to work with staff and Dix Hite to come up with a plan that addresses residents' concerns and funding. Mr. Knight advised that grant regulations do not allow reallocation of the money for the trail to environmental improvements. The grant is for outdoor recreational use and staff is looking into regulations on trail design. He said there is an ongoing public process. He noted the challenge of limiting public participation with a committee and that the project must move forward quickly under grant requirements.

Commissioner Weaver pointed out that the environment needs a lot of work and that staff and contractors need trail access; leaving it as is and overgrown is not a good option. He assured residents that the commission has heard concerns and acted accordingly by revising the plan.

Commissioner Sullivan advised that the revised plan does not include an entrance from Lolissa Lane and information on invasive plant control provided to residents.

- Community Garden -

Commissioner Weaver addressed the food sustainability program raised by Ms. Thompson and his tour of Orlando's community garden. He noted that in September, the commission is scheduled to discuss the Sustainability Action Plan (SAP) which includes food service sustainability. He said he met with staff who is reviewing this and feels there is support to advance such a program but it has to balance with the overall needs of the city with respect to the SAP. He will continue to monitor with a goal to have on a future agenda.

Mayor Anderson said he feels the commission is hearing from Ms. Thompson a director of a non-profit who wants to work with the city, not a city resident, and he is expecting a business plan on the project. Preliminary matters need to be addressed: the amount and location of land needed and the amount and source of city support, and then city must determine its willingness to contribute.

Commissioner Weaver said there is still work to be done with staff relating to the SAP in addition to or in concert with Ms. Thompson's plan. He noted that he will be providing information to Ms. Thompson to review and determine whether she wants to move forward. Discussion continued land and start-up funding which is dependent on the size, and power, water, and facilities needs. Commissioner Weaver suggested allowing staff to include this as part of their work on the SAP for discussion in the September 29th work session on the SAP. Ms. Thompson noted that she will be out of the country at that time and Commissioner DeCiccio suggested moving the work session to October.

15) Summary of Meeting Actions

- Tabled the ordinance on turf regulations to next meeting.
- Mayor Anderson reported on Coffee Talk.
- Attorney Ardaman reported that the Final Order on the OAO was received and is now in effect.
- Staff to look at transportation impact fee after penny sales tax vote in November
- Received budget presentations from Fire and IT departments.
- Approved Consent Agenda
- Staff to start the process to move stormwater fee from utility bills to tax bills.
- Approved ordinances implementing charter amendments and revised boat length.
- Staff to report back on Howell Branch Preserve and get resident feedback.
- Attorney to research Sunshine Law as it relates to the Library.
- Review community garden and report at next meeting. Re-schedule SAP work session to October and include presentation on proposed city community garden.

16) Adjournment

The meeting was adjourned at 6:13 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date August 24, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the work session, August 11, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC20220811 sm.pdf](#)



City Commission Special Meeting Minutes

August 11, 2022 at 1:00 p.m.

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

Present

Mayor Phil Anderson; Commissioners Sheila DeCiccio and Kris Cruzada. City Manager Randy Knight; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

Absent

Commissioners Marty Sullivan and Todd Weaver.

Also present: Asst. Director of Planning Allison McGillis and Senior Vice President / Managing Director, Harbert Realty Services Damien Madsen.

1) Call to Order

Mayor Anderson called the special meeting to order at 1:00 p.m.

2) Action Item

- a. Review of old library building reuse proposal.

Mayor Anderson spoke about the history of the old library, currently a shell that will require maintenance and renovations. He explained the city solicited proposals for reuse of the building and reviewed some parameters of the scope for proposals.

Mr. Knight reviewed the parameters of the proposal: land lease (not a sale), no residential use, and low intensity due to limited parking space. Several persons expressed an interest and toured the building but only one responsive proposal was received.

Mayor Anderson asked Mr. Madsen to provide more information about the shared workspace concept for the 2nd and 3rd floors during his presentation.

Mr. Madsen said their intent is to create an affordable co-work office space for start-ups and individually-owned businesses with office space on the 2nd and 3rd floors and a health and wellness component on part of the first floor. His company is in discussions with the Historical Association to occupy part of the first floor and has commitments and others expressing an interest in the 2nd and 3rd floor space. He anticipates investing \$10.5M to bring the building up to code and for renovations including new glass, ADA-compliant restrooms and a new elevator. Mr. Madsen responded to questions

explaining users are "boot-strapping", by using a shared workspace and costs for a reception area, conference room, break room, staff, and other workspaces.

Mayor Anderson explained that the EDAB subcommittee is working on a survey of office space, retail and restaurant uses that are compatible with Winter Park to target more start-up financial services and non-profits. Discussion followed on the shared/co-work space concept.

Commissioner DeCiccio asked about the affordability for start-up businesses. Mr. Madsen said it cannot be too expensive for start-ups and offered to submit a pricing sheet which could change depending on demand. He responded to questions about parking noting that Rollins has tentatively agreed to a shared parking arrangement and they will be approaching All Saints Episcopal Church for a shared parking plan.

In response to questions by Commissioner Cruzada, Mr. Madsen said there may be enterprise clients that would not want a long-term lease but may need space on a short-term basis. The space could be used for sales representatives who travel

Mayor Anderson addressed the public benefit and what, if anything, the community is missing such as a museum, performance space, and a low-cost point of entry for start-up companies. Mr. Madsen stated that the concept provides for collaboration for those entering and those leaving the workplace, which serves everyone in the community. Discussion followed on the city being a hub for entrepreneurial efforts and how the concept could be a part of that strategy. Mr. Madsen stated that he wants the concept to succeed but also wants this to be beneficial to the city.

Discussion was held on the food/café option for the building. Mr. Madsen showed a floor plan with a health and wellness café that serves food that can be eaten on-site or take-out without a drive-through.

Mayor Anderson stated that any use will require rezoning from R-4 and asked how the approval process would work. Mr. Knight stated the process would start with an approval of the proposal by the commission and direction to staff to negotiate an agreement to be brought back for approval which would be subject to rezoning through the normal process. Mrs. McGillis clarified that a café component would need commercial zoning C-3 or C-3A which requires conditional use approval.

Discussion followed on how to present the proposal to the neighborhood including sending a notice to surrounding neighbors once the contract is negotiated or having a public meeting before the contract comes back to the commission as a public hearing. Mayor Anderson wants to ensure the neighborhood is aware of the plan and understands the proposal and its impact.

Commissioner DeCiccio said she feels the concept should be presented to the neighborhood in a community meeting with Mr. Madsen making a presentation and addressing parking.

Mayor Anderson stated that there is a tentative agreement but is dependent on zoning and neighborhood support. He said that discussion is needed on the length of the lease, lease payment, and alternatives if the proposal is rejected.

Commissioner DeCiccio said if the city sells the property, the city could use the funds to purchase other property (i.e. Bank of the Ozarks) that would be an asset to the city. Commissioner Cruzada and Mayor Anderson supported retaining ownership of the land. Mayor Anderson said he is uncomfortable with a 60-year term and prefers a 20 or 30-year lease with a negotiating period for renewals. Discussion followed on lease payments and affordability of space to non-profits and start-up businesses.

Mr. Madsen stated that his company has done some modeling and analysis on the financial impact of potentially not paying rent to the city for the space "donated" to the Historical Association. He would like for the commission to move forward and negotiate in good faith and is excited to move forward with the endeavor.

There were no public comments.

Commissioner DeCiccio asked that reduced rents for start-ups be discussed as part of the negotiations. Mr. Knight will include the topic in negotiations.

Motion made by Mayor Anderson to authorize staff to negotiate a lease agreement with Harbert Realty Services and meet with residents during the 90-day window of negotiations for public input; seconded by Commissioner Cruzada. Motion carried unanimously with a 3-0 vote.

3) Adjournment

The meeting adjourned at 2:13 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date August 24, 2022
prepared by Michael Hall	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contracts:

item list

1. Weedoo Greenboats, Inc. - Florida Sheriffs Association Contract #FSA20-EQU18.0 - Heavy Equipment; Amount: \$91,440.00 for the purchase of a Weedoo TC-3012 Aquatic Weed Cutter. Contract term valid through September 30, 2023.
2. Duval Ford LLC - Florida Sheriffs Association Contract #FSA20-VEL28.0 - Pursuit, Administrative, and Other Vehicles; Amount: \$100,000 for additional funds needed to cover price increases on 2023 models. Contract term valid through September 30, 2023.
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5. Dataprose - City of Freeport Contract #RFP6-20-2018 - Utility Bill Printing & Distribution Services; Amount: \$185,000 for the current term of the contract. The contract term is perpetual and will expire upon mutual agreement between the Originating Agency and Dataprose.
6. Bob's Barricades, Inc. - City of Boca Raton Contract #2022-018 - Special Event Maintenance of Traffic Equipment and Related Services; Amount: \$100,000 for the duration of the contract term through August 20, 2023.
7. Traffic Logix Corporation - Sourcewell Contract #RFP070821-LGX - Speed Humps, Cushions and Tables; Amount: \$100,000 for the duration of the contract term through August 9, 2025.

motion / recommendation

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

background

1-7: The originating agency conducted a formal solicitation process to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date August 24, 2022
prepared by Michael Hall	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following formal solicitations:

item list

1. Spies Pool, LLC - IFB21-22 - Cady Way Pool Filter Purchase; Amount: \$185,228.92
2. Lafleur Nurseries and Garden Center, LLC - IFB22-22 - Landscape and Tree Installation; Amount: \$400,000
3. George Gadson Studios - RFP19-22 - Shady Park Call for Artists; Amount: \$200,000

motion / recommendation

Commission approve item as presented and authorize the Mayor to execute agreement.

background

1-3: A formal solicitation process was conducted to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date August 24, 2022
prepared by Kyle Dudgeon	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve Community Development Block Grant (CDBG) Award - Denning Drive Digital Inclusion Project

motion / recommendation

Approve as presented

background

The Community Development Block Grant (CDBG) program provides federal funding to cities and counties for housing, economic opportunities, and public/non-profit capital projects, principally for low- and moderate income areas. The City of Winter Park works with Orange County for the mutual benefit of applying for these funds, administrative support, and increasing the potential pool of funding. Each year, the city has a window to apply for eligible projects to Orange County. In the past, this has included the old Shady Park splash pad and single family housing improvement initiatives.

This past year, staff submitted an application for financial support to the Denning Drive/MLK area for Public Wifi from Webster to Orange Avenue. This improvement will benefit residents, guests, and businesses to promote digital inclusion and safe gathering spaces during/after the pandemic around areas such as MLK Park, Denning Drive multiuse trail, and commercial and residential properties in close proximity.

As mentioned, project eligibility must be able to identify an area benefit. This is defined as the service area of the project must serve low to moderate income areas that are at least 51% low to medium income (LMI). Census tract 159.01 block groups 1 and 3 exceed this threshold according to American Community Survey data and are further backed by ESRI infographic reports. These blocks comprised the length of Denning Drive and the surrounding area, predominately east to the railroad tracks. Total cost of the project is valued at \$125,000. The application was reviewed and recommended by the Economic Development Advisory Board in April 2021.

alternatives / other considerations

Do not approve the contract

fiscal impact

Benefit of \$125,000 in funding for a public facility capital project

ATTACHMENTS:

[City of Winter Park \(Digital Inclusion project\) - CDBG CIP \(FY 2021-2022\).pdf](#)

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF WINTER PARK

regarding

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”)
COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM**

FY 2021-2022

THIS AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the **“County”**), and **CITY OF WINTER PARK**, a municipal corporation created and existing under the laws of the State of Florida (the **“Subrecipient”** or **“Agency”**).

RECITALS

WHEREAS, the County is a federal recipient of Community Development Block Grant (**“CDBG”**) Program funding as provided by the U.S. Department of Housing and Urban Development (**“HUD”**) pursuant to its authority under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.);

WHEREAS, as a CDBG funding recipient, the County fulfills the CDBG Program’s Goal of assisting individuals and families in need of public services by issuing federal subawards (**“Subaward(s)”**) to community agencies that are able to operate CDBG-eligible public service projects;

WHEREAS, the Agency is a private not-for-profit corporation with experience in developing CDBG funding eligible projects (**“Work”**) described in the *Scope of Work* attached to this Agreement as **“Exhibit C”** (hereafter referred to as the **“Project”**),

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Orange County's 2021-2022 Action Plan, which was approved by the Orange County Board of County Commissioners (**“Board”** or **“BCC”**) on August 10, 2021; and

WHEREAS, the County has determined that the Project will serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG Program and desires to utilize certain CDBG Funds to assist in the improvements related to the provision of public Wi-Fi access; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency’s compliance with the requirements of the CDBG Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II - NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives.

- 1.1 **National Objectives.** The Agency, as a subrecipient of CDBG Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.208 (collectively hereinafter referred to as “**National Objectives**”).
- 1.2 **Required Certification.** Pursuant to 24 CFR § 570.200(a), the Agency hereby certifies that the Work provided under this Agreement will benefit low- and moderate-income persons.

Section 2. Limited Clientele. The Agency may provide Work funded by this Subaward to Limited Clientele so long as so doing meets the requirements found in 24 CFR § 570.208(a)(2) (“**Limited Clientele**”) and falls within the *Scope of Work* attached to this Agreement as “**Exhibit C.**”

Section 3. Applicable Federal Requirements.

- 3.1 This Agreement is funded pursuant to **Federal Award Identification Number: B-21-UC-12-0003, CFDA: 14.218** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related Work.
- 3.2 The Agency shall comply with the regulations found in 24 CFR Part 570 (“**Community Development Block Grants**”), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 24, Part 570, as set forth at 24 CFR § 570.502 (“**Uniform Administrative Requirements**”), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, “**Applicable Federal Law(s)**”).
- 3.3 A partial list of the Applicable Federal Laws is attached as “**Exhibit A,**” for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.
- 3.4 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in “**Exhibit A**” are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.
- 3.5 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

Section 4. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the CDBG Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds.

- 1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project, and providing the agreed upon Work described in the *Scope of Work* attached to this

Agreement as **“Exhibit C.”** CDBG Funds shall not be used for any purpose other than those provided for in this Agreement.

- 1.2 The Agency shall have and shall document an established process for determining eligibility of applicants that is consistent with recordkeeping requirements established by HUD.
- 1.3 The Agency shall utilize CDBG Funds to provide the Work only to those entities that meet the CDBG Program’s eligibility requirements (**“Clients”**).
- 1.4 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
- 1.5 CDBG Funds shall be expended only for costs associated with the implementation of those Work activities in the *Budget* attached as **“Exhibit B.”**

Section 2. Project Completion Date. The Project shall be completed no later than September 30, 2023 (**“Completion Date”**). The Completion Date may be extended by the Program Administrator, in its sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency. Any such extension of the Completion Date by the Program Administrator shall be done in writing and shall not extend beyond the term of the Grant.

Section 3. Subaward Budget Period. The Subaward Budget Period for this Agreement is: the date of execution by the County to September 30, 2024. If the date range provided in this provision exceeds the Budget Period provided in the Federal Award, the Federal Award’s Budget Period shall prevail.

Section 4. Work Area. The Agency shall provide the Clients with Work at the designated facility located at the address designated in the *Scope of Work* attached as **“Exhibit C,”** or such other address located within Orange County as may be provided to and approved by the County in writing.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act (“FIPA”).

- 1.1 If applicable, the Agency shall be responsible for protecting **“Personal Information”** in compliance with the terms of Section 507.171, Florida Statutes.
- 1.2 Pursuant to Section 501.171(g)1., Florida Statutes, “Personal Information” means either of the following:
 - (a) An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;

- (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- (b) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
- (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 this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.
- (d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
- (e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- (f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act (“HIPAA”).

- 3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
- (a) Is not “**Protected Health Information**,” as defined in 45 CFR § 160.103; or
 - (b) Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
- 3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:
- a. A Business Associate Agreement (or an adequate patient/client/individual release) has been executed; and
 - b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations.

- 1.1 The Agency understands that this Agreement receives one-hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed.
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.
- 1.4 The Agency understands and agrees that the Work provided to the Clients are on an “as needed basis,” and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.
- 1.5 The County shall be the final authority as to the availability of CDBG Program funds and as to how such funds will be allocated.
- 1.6 The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV (“Notices”)**.

Section 2. Budget.

- 2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as “**Exhibit B.**” Such Subaward shall be paid in accordance with the *Budget*, and any federal, state and local laws, rules, regulations, and orders.

- 2.2 All Funds allocated to the Agency from the County for the current CDBG Program year shall be expended according to the budgetary line item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* which are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division ("**Manager**") upon written request by the Agency. Such request shall be submitted no later than ten (10) days prior to the Project's Completion Date set forth in **Article III** of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements.

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the County on or before the last business day of each fiscal quarter (which ends December 31, March 31, June 30, and September 30) or at such greater or lesser frequency as permitted in the *Scope of Work* attached to this Agreement as "**Exhibit C**" and in accordance with the Project timeline. Submittals shall include CDBG Program allowable Work incurred during the prior month and a completed itemized *Invoice*, a draft copy of which is attached as "**Exhibit D**."
- 1.2 Each invoice shall be completed in its entirety and shall itemize all CDBG Program approved Work and expenditures incurred by the Agency for the prior month.
- 1.3 Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Work charged. "**Supporting Documentation**" shall include, but not be limited to: documentation supporting the completion of services (material and labor costs, etc.), accounting records supported by documentation (copies of issued checks, invoices, payroll and time sheets submitted via LCPTracker, etc.), and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Work provided under this Agreement. All charges for Work or expenditures submitted for reimbursement must be eligible under the CDBG Program requirements.
- 1.4 Requests for payment or reimbursement deemed by the County, in its sole discretion, not to be eligible shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services it deems as failing to meet CDBG Program requirements.
- 1.5 The Agency shall submit its invoices in accordance with the following procedures:
- (a) Submit a completed Invoice to the attention of the Manager on or before the last business day of the fiscal quarter following the quarter during which CDBG grant-related Work were provided and expenses incurred.
 - (b) Submit records of the Subaward funds expended during the prior quarter along with Supporting Documentation of payment being made by the Agency.
 - (c) The Agency shall ensure that all social security numbers included on documents submitted to the County are excluded, deleted, or redacted, except the last four digits which may be used to identify Clients in records or reports if the Agency does not have a Client identification numbering system in place.
 - (d) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG Program related activities for the pay period(s) reimbursement is being requested. This shall include records for employees that are partially involved in Project activities. As part of its quarterly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment provided to vendors.

- (e) The Agency must submit an AIA form that is standard use in the capital improvement project industry which includes the original Budget amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment.

- 2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.
- 2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Work performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.
- 2.3 The Agency shall repay the County any funds paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.
- 2.4 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit Annual Programmatic Reports "**Exhibit F,**" or failure to assist the number of Clients projected, have not been met.
- 2.5 **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as "**Exhibit G.**" Additionally, the Subrecipient hereby certifies to the County that, if received an advance of the Subaward:
 - (a) It shall comply with 2 CFR 200.305(b) ("**Federal payment**") and therefore shall:
 - (1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - (2) Review 2 CFR 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - (3) Make timely payment to its contractors and vendors.
 - (b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Subrecipient shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Subrecipient is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.
 - (c) Failure on the part of the Subrecipient to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Subrecipient's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records.

- 1.1 The Agency, and its subcontractors (if any) that are providing Work, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.
- 1.2 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.
- 1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG Program are kept in accounts separate and apart from all other funds and accounts of the Agency.
- 1.4 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG Program, and any directives issued by HUD.
- 1.5 Such records shall include, but shall not be limited to:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;

- (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars (\$1,000.00), and annual inventory reflecting actual value of property; and
 - (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project.
 - (m) Client eligibility, including Client income, family configuration, number of female head of households assisted, race, ethnic origin, type of assistance requested, and Service(s) provided relating to the Project, including source documentation to support how CDBG Funds were expended.
 - (n) Documentation which demonstrates that Clients meet the eligibility *Income Guidelines* as set forth in “**Exhibit E**,” when such eligibility income guidelines are applicable.
- 1.6 The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency’s performance under this Agreement.
 - 1.7 All records that were created, utilized, or maintained for the purpose of fulfillment of the Agency’s obligations pursuant to this Agreement, whether paper or electronic (“**Relevant Records**”), shall be retained by the respective record holder for a period of ten (10) years after termination of this Agreement, including any extensions or renewals of this Agreement.
 - 1.8 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of ten (10) years after the resolution of any such event.
 - 1.9 The Agency shall permit the County, the Comptroller of Orange County (the “**Comptroller**”), HUD, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
 - 1.10 If the *Scope of Work* in “**Exhibit C**” is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.
 - 1.11 **The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG Program.**

Section 2. Financial Standards.

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts E (“**Cost Principles**”) and F (“**Audit Requirements**”).
- 2.2 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.3 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees.

3.1 Program Income.

- (a) CDBG “**Program Income**,” is defined in 24 CFR §570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency which has been directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.
- (b) Program Income includes, but is not limited to, income from fees for Work performed; Client donations to the Program; funds received from the use or rental of real or personal property acquired with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG Funds; any interest earned on CDBG funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG funds.
- (c) Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with CDBG Program funds, such income shall be prorated to reflect the actual percentage of CDBG Program funds that are used in accordance with 24 CFR §570.500.

3.2 The Uniform Administrative Requirements require that Program Income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:

- (a) Added to funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Work to additional Clients, over and above the number of Clients specified in the Agreement;
- (b) Used to finance the non-federal share of the Project when approved by the County; and
- (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG Program Funds.

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the Agency performing Work under this Agreement.

Section 2. Monitoring and Remedies for Non-Compliance.

- 2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG Project monitoring and evaluation. This data shall include information of the Work provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG Project cost and effectiveness of the Work provided.
- 2.2 CDBG Project programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 (“**Monitoring and Reporting Program Performance**”). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within thirty (30) days of the date of the Letter of Findings.
- 2.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.

- 2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.
- 2.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (“**Financial Reporting**”). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 2.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG regulations.
- 2.8 The County may conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations.

Section 3. Auditing. The County, the Orange County Comptroller (“**Comptroller**”), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency’s use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 3.1 **Audit requirements.** If the Agency expends \$750,000 or more during its fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (“**Audit Requirements**”).
- 3.2 **Single audit.** If the Agency expends \$750,000 or more during its fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (“**Scope of Audit**”), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR Part 200.501(c).
- 3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than \$750,000. If the Agency expends less than \$750,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (“**Relation to Other Audit Requirements**”), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (“**GAO**”).

Section 4. Audit Submission.

- 4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor’s report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency’ fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (“**Audit Requirements**”).
- 4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller’s Office, at both of the following addresses:
 - (a) Orange County Board of County Commissioners

Housing and Community Development Division
Attn: County
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: janna.souvorova@ocfl.net

AND

- (b) Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

- 4.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: <https://harvester.census.gov/facweb/>.
- 4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.
- 4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The term of this Agreement shall be effective on the date of execution by the County and will terminate upon the expiration of the five (5) year period that begins on the Project's Completion Date (as defined in the *Scope of Work*) (the "**Use Period**"). Due to the County's obligations to HUD, funding availability under this agreement shall terminate on September 1, 2028.

Section 2. Subaward Period of Performance.

- 2.1 The "Subaward Period of Performance" is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).
- 2.2 The Subaward Period of Performance of this Agreement is: the date of execution by the County to September 30, 2024. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail.

Section 3. Termination.

- 3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience upon its provision of forty-five (45) days prior written notice to the County. Any such

notice shall comply with the requirements set forth in **Article XIV (“Notices”)** and shall be effective upon the other party’s receipt of such notice.

- 3.2 In the event this Agreement is terminated before the end of the Term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.
- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (a) (b) Failure to comply with the requirements of the CDBG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, annual programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of CDBG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with **Article XIV**.
- 3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Work under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage CDBG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.
- 3.7 Pursuant to 2 CFR § 200.340(a)(4), the Subrecipient may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if

the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, a Subrecipient's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Subrecipient's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Annual Programmatic Reports.

- 1.1 The Agency shall submit an Annual Programmatic Report to the Manager, together with the Invoice within thirty (30) calendar days of the end of each fiscal year (September 30).
- 1.2 The CDBG Program's Annual Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as "**Exhibit F**," which shall include, but not be limited to, the following information:
 - (a) Total of unduplicated persons (Program participants) and households assisted;
 - (b) Income breakdown of households assisted;
 - (c) Number of female headed households assisted;
 - (d) Number of homeless persons and households assisted;
 - (e) Racial breakdown and ethnic background of assisted; and
 - (f) Description of Service(s) provided.
- 1.3 The Annual Programmatic Report shall contain the cumulative totals and characteristics of persons and households assisted, and type of Work provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and CDBG Program National Objectives through its accomplishments.
- 1.4 The Annual Programmatic Report must demonstrate how the proposed Project can be measured according to the *Performance Measurement Standards* identified in "**Exhibit F**."
- 1.5 The Manager should be notified in writing of any problems, delays, or adverse conditions which affect the ability to attain CDBG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

Section 2. Subaward Closeout.

- 2.1 The closeout of the Federal Award, or this Subaward, does not affect any of the following:
 - (a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Subrecipient within the record retention period.
 - (b) The requirement for the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

- (c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
 - (d) Audit requirements in 2 CFR Part 200, Subpart F.
 - (e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.
 - (f) Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.
- 2.2 After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Subrecipient, provided the responsibilities of the Subrecipient, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments.

- 1.1 The parties deem the Work to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.
- 1.2 The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting.

- 2.1 The Agency shall not enter into any subcontracts for the Project or related Work, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.
- 2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.
- 2.3 The County shall retain the right to review and comment on the solicitation plans and documents prior to the solicitation of bids, and if utilizing that right, the County shall approve the selected contractor in writing prior to the Agency entering into any contract relating to the Project. The Agency shall provide to the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors, all of which shall include a provision requiring the respective contractor or sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.
- 2.4 The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all issues including, but not limited to, any deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

- 2.5 During the construction period, the Agency shall require all tiered contractors to submit required certified payroll via LCPTracker software.

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet based service that allows for simple, accurate and compliant reporting of labor information required by CDBG. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 (“**Contract Provisions**”) when performing procurement in the process of delivering Work specified in this Agreement.

Section 2. County Procurement Requirements.

- 2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (“**Procurement Standards**”). Moreover, by executing this Agreement, certifies that for the purposes of using the Subaward funds, it either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County’s purchasing procedures, which can be found at this link: <http://www.ocfl.net/vendorservices>.
- 2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG Program Funds. “Property” shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with CDBG Program Funds.
- 2.3 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 (“**Property Standards**”). At the County’s discretion, the County may allow the Agency to retain property purchased with CDBG Program Funds if such property is needed to continue performing Work for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with CDBG Funds beyond the termination of this Agreement.

ARTICLE XIII – INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission

of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing Work at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

2.1 The Agency shall take all reasonable precautions for the safety and protection of:

- (a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
- (b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
- (c) Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

- (a) Occupational Safety & Health Act (OSHA)
- (b) National Institute for Occupational Safety & Health (NIOSH)
- (c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance.

3.1 The Agency agrees to maintain, on a primary basis and at its sole expense, at all-time throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

- 3.2 The Agency shall require and ensure that each of its contractors and sub-vendors/sub-contractors, consultants providing Work hereunder (if any) procures and maintains, until the completion of their respective Work, insurance of the types and to the limits necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 Required Coverage:

- (a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

- (b) **Sexual abuse and molestation coverage** with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- (c) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

Required Endorsements:

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

- (d) **Fidelity & Employee Dishonesty** - The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG Funds awarded for the Project.
- (e) **All-Risk Property Coverage** – The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.
- (f) **Flood Insurance** – The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.

- 3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been provided in **Exhibits J, K, and L**, the Subrecipient must provide its own original forms as provided by its insurer. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.
- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of the Orange County, Florida.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.
- 3.8 The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

- 3.9 **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and it is self-insured:
- (a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Subrecipient. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.
 - (b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons.

- 4.1 If the Work to be provided in the *Scope of Work* attached to this Agreement as "**Exhibit C**" involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of that Work, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida

Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall:

- (a) Be completed at no cost to the County;
- (b) Be completed prior to the employee/volunteer beginning work pursuant to this Agreement;
- (c) Be repeated at five (5) year intervals for the duration of this Agreement and any amendment hereto;
- (d) Consist of an employment history check; and
- (e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.

4.3 If applicable, the Agency shall provide the Director of the County's Housing and Community Development Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing Work are acceptable to use in the Agency's provision of Work to, or engagement with, such vulnerable persons.

4.4 The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.

4.5 Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Agency's employees to provide Work or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Work performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

Section 6. Environmental Indemnification. The Agency shall defend, indemnify and hold harmless the County, its officials, agents, and employees from any claim arising from or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Administration
Attention: Infrastructure, Community, and Development Services
Administration Building, 5th Floor
201 S. Rosalind Avenue
Orlando, FL 32801

As to Agency: City Manager
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code ("**Hatch Act**"), 24 CFR § 570.207(a)(3) or 24 CFR §570.200(j).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as "**Exhibit I.**" A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL ("**Disclosure Form to Report Lobbying**") in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Work related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall also at all times comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504

of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Resident Aliens. The Agency agrees to comply with the requirements set forth in 24 CFR § 570.613 regarding eligibility restrictions for certain resident aliens.

Section 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment And Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that:

- a. It does not appear on the SAM Exclusions list;
- b. It shall maintain an active registration with SAM for the entire Term of this Agreement; and
- c. It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.

5.2 The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency:

- a. Be found to have misrepresented its SAM system status in any manner; or
- b. Fail to notify the County of any change in its status under the SAM system.

5.4 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall comply with the conflict of interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Scrutinized Companies.

- 9.1 By executing this Agreement, the Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- 9.2 Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- 9.3 Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not:
 - a. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.
- 9.4 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to:
 - a. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 - b. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- 9.5 If this Agreement is terminated by the County as provided in subparagraph 9.4(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- 9.6 If this Agreement is terminated by the County as provided in subparagraph 9.4(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- 9.7. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 10. Prohibition of Use of Excessive Force. The Agency accepts and acknowledges the County’s “Certification Regarding Policy Prohibiting Use of Excessive Force” attached hereto and incorporated by this reference as “**Exhibit N.**”

Section 11. Environmental Review Requirements. The Agency is required to provide information to the County regarding environmental assessments and remediation. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction. The Agency

agrees to assist the County in addressing any environmental issues that may arise during the County's review process.

Section 12. Domestic Preferences for Procurements.

- 12.1 As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to: iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Subrecipient shall include this provision in any contracts or agreements in which the Subaward is being utilized.
- 12.2 For the purposes of this provision:
- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- 13.1 The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to:
- a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 14. Public Entity Crimes.

- 14.1 By executing this Agreement, the Subrecipient hereby certifies that neither the Subrecipient, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Subrecipient, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Subrecipient additionally certifies that it has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.
- 14.2 For the purposes of this provision, the terms “public entity crime,” “convicted,” and “affiliate,” are as defined in Section 287.133, Florida Statutes.

Section 15. Employment Eligibility.

15.1 Services to Third Parties.

- a. If the services provided pursuant to this Agreement are to be provided to third parties (and not directly to the County itself), the County and the Subrecipient hereby agree that the Subrecipient is not a “Contractor” as defined in Section 448.095, Florida Statutes.
- b. Notwithstanding the foregoing, by executing this Agreement, the Subrecipient hereby certifies that – to the extent applicable to the Subrecipient – the Subrecipient complies with the terms and provisions of Section 448.095, Florida Statutes, as they apply to Private Employers.

15.2 Services to the County. If the services provided pursuant to this Agreement are to be provided directly to the County, then:

- a. By executing this Agreement, the Employer hereby certifies that, pursuant to Florida law, it:
 - (1) Is registered with, and uses, the E-Verify system to verify authorization status of all newly hired employees;
 - (2) Should the Employer enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Employer shall require that such subcontractor provide the Employer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and
 - (3) When applicable, the Employer shall maintain a copy of such subcontractor’s affidavit in compliance with the records retention terms of this Agreement.
- b. If the County has a good faith belief that the Employer has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Employer pursuant to Section 448.095(2)(c)1, Florida Statutes.
- c. If the County terminates this Agreement for the foregoing reason, the Employer will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Employer will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within fourteen (14) calendar days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this Agreement.

Section 6. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 7. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 8. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 9. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 10. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may

demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 11. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 12. Survivorship. 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, shall survive the expiration, cancellation, or termination of this Agreement.

Section 13. Use of County and Agency Logos. The Agency is prohibited from use of any the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 14. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 15. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 16. Written Modification.

- 16.1 No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.
- 16.2 Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted to the Program Administrator no later than ten (10) days prior to the Project's Completion Date set forth in **Article III**. Amendments that require approval by the BCC shall be submitted to the Program Administrator no later than sixty (60) days prior to the Project's Completion Date. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 17. Entire Agreement. This written agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORANGE COUNTY SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST:

Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

SUBRECIPIENT SIGNATURE PAGE

BY: **CITY OF WINTER PARK**

Signature

Printed Name

Official Capacity

Date

NOTARY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 20____, by _____, in their official capacity as _____ for the Agency.

- ☐ Personally Known; OR
☐ Produced Identification.

Type of identification

produced: _____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

Signature

Printed Name

Official Capacity

Date

NOTARY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 20____, by _____, in their official capacity as the Board Chairman or Authorized Representative for the Agency.

- ☐ Personally Known; OR
☐ Produced Identification.

Type of identification

produced: _____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 75) ensuring that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. See: “**Exhibit O**,” for the Section 3 Clause of this Agreement.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to the activities performed under this Agreement. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.
6. Debarred, suspended or ineligible contractors, 2 CFR part 200.213 and 2 CFR part 200 Appendix II.
7. Clean Air Act, as amended (42 USC §§ 7401-7515.)
8. Water Pollution Control Act, as amended, 33 USC 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
9. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
10. Labor Standards (29 CFR Parts 3.5 and subpart A) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
11. Drug Free Workplace Act of 1988.
12. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
13. National Historic Preservation Act of 1966, as amended (Public Law 102-575).
14. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.
15. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing); and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

EXHIBIT A
APPLICABLE FEDERAL LAWS

16. Compliance with Davis-Bacon Act. The Agency shall comply, and shall require its contractors and sub-contractors to comply, with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction and contracts entered into by the Agency shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Such documentation shall be provided to the County upon demand for the same.
17. Copeland "Anti-Kickback" Act. The Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.
18. Contract Work Hours and Safety Standards Act. The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.
19. Handicapped Accessibility Requirements. The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. §12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.
20. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of "funding agreement" under 37 CFR §401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR §401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency.
21. Displacement, Relocation, Acquisition and Replacement of Housing. The Agency shall comply with 24 CFR § 570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR § 570.606.
22. **The relevant provisions of 2 CFR Part 200 may be found at the following link: <https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II>. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:**
- 2 CFR § 200.328 ("Financial reporting")
 - 2 CFR § 200.329 ("Monitoring and reporting program performance")
 - 2 CFR § 200.332 ("Requirements for pass through entities")
 - 2 CFR § 200.334 ("Retention requirements for records")
 - 2 CFR § 200.337 ("Access to records")
 - 2 CFR § 200.338 ("Restrictions on public access to records")
 - 2 CFR § 200.339 ("Remedies for noncompliance")
 - 2 CFR § 200.340 ("Termination")
 - 2 CFR § 200.341 ("Notification of termination requirement")
 - 2 CFR § 200.342 ("Opportunities to object, hearings and appeals")
 - 2 CFR § 200.343 ("Effects of suspension and termination")
 - 2 CFR § 200.345 ("Post-closeout adjustments and continuing responsibilities")
 - 2 CFR § 200.346 ("Collection of amounts due")

**EXHIBIT B
PROJECT BUDGET**

**CITY OF WINTER PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Direct Costs	Total Cost
General construction activities associated with installation of equipment and improvements along the east side of Denning Drive to provide public Wi-Fi access in the low-income area within the City of Winter Park municipal limits	\$125,000
TOTAL BUDGET	\$125,000

FUNDING ELIGIBLE ACTIVITIES: As further described in the *Scope of Work* found in “**Exhibit C**”.

EXHIBIT C
SCOPE OF WORK

CITY OF WINTER PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The proposed Project consists of general construction activities associated with installation of equipment and improvements along the east side of Denning Drive. The project, which is part of the City of Winter Park's Digital Inclusion Project, will assist with the implementation of free public Wi-Fi services in the urban community area along Denning Drive and the adjacent mixed-use path to provide access to wireless services to low-income residents residing along Denning Drive, and to connect them with community assets (such as Martin Luther King Jr. Park). The area east of Denning Drive is the northern boundary of the City's history minority community, Hannibal Square.

The proposed Project under this Agreement consists of the following activities:

- Installation of Wi-Fi equipment (custom designed nodes) that is connected to the City's virtual network on the east side of Denning Drive.

Project Location: The Project area is mainly located along a mixed-use path along Denning Dr., between Webster Ave., and Orange Ave., and Martin Luther King Jr. park. It should be noted that, to be eligible for CDBG funding, improvements associated with the proposed Project must be located within a qualified low-income census tract, on the east side of Denning Dr.

A map of Denning Drive and the requested service area is provided for reference.

Projects Outputs/Outcomes:

Output: Full completion of the above-references activity by the Project Completion Date (see **Article III, Section 2** of the Agreement).

Outcome: Provision of free public Wi-Fi in the low-income area of the City to ensure continual access to internet services and nearby public facilities by the City residents and to assist with remote connectivity, especially as needed for access to public services and community activities.

EXHIBIT C SCOPE OF WORK

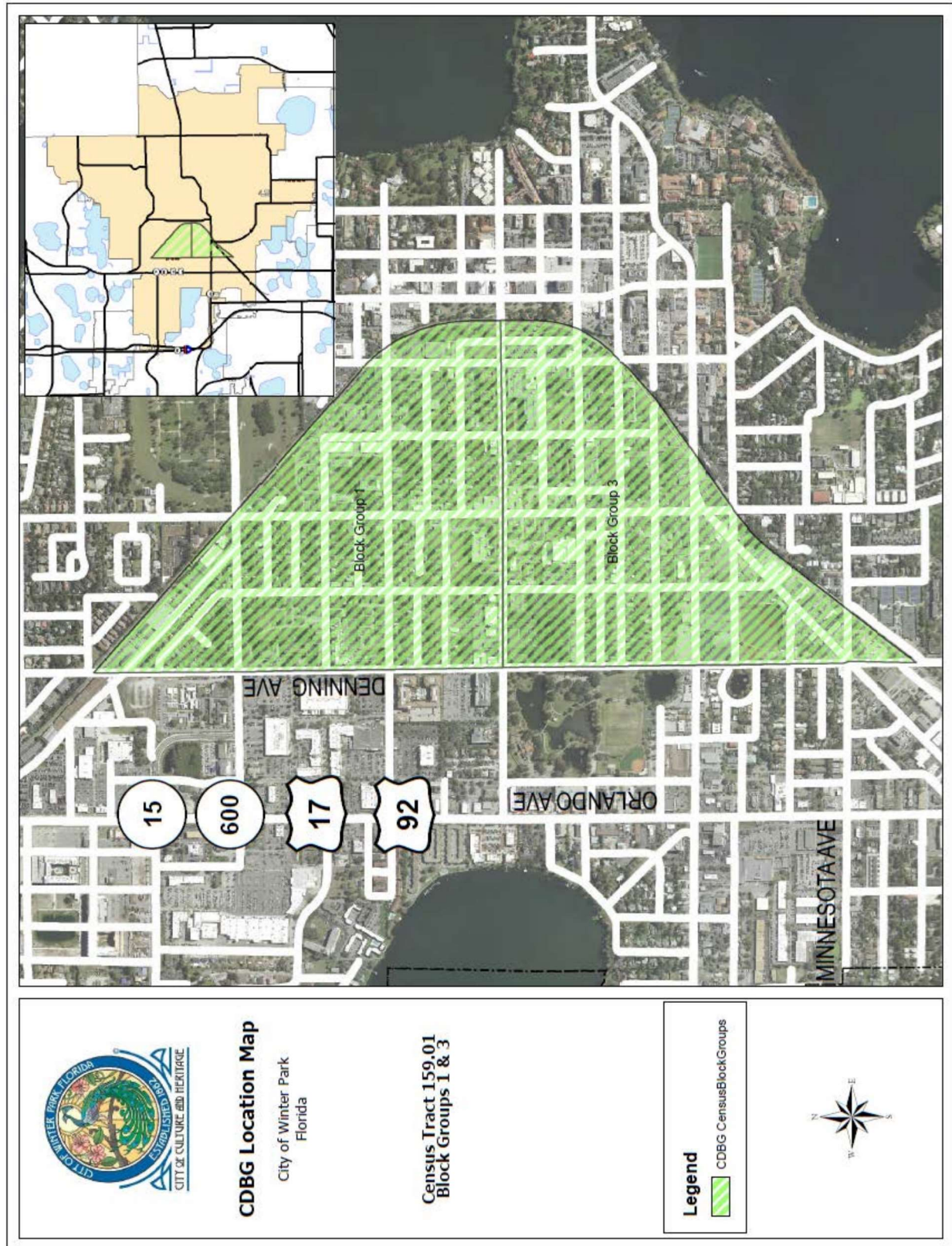


EXHIBIT D INVOICE

INVOICE NUMBER _____

MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County
Manager, Housing and Community Development
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____

Date: _____

Title: _____

Authorized Signature: _____

Date: _____

Title: _____

**EXHIBIT E
INCOME GUIDELINES**

**Gross Income
2022 Area Median (Family) Income (AMI) in Orange County, Florida
\$80,100**

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	\$17,400	\$29,050	\$46,450
2	\$19,900	\$33,200	\$53,050
3	\$22,400	\$37,350	\$59,700
4	\$24,850	\$41,450	\$66,300
5	\$26,850	\$44,800	\$71,650
6	\$28,850	\$48,100	\$76,950
7	\$30,850	\$51,400	\$82,250
8	\$32,850	\$54,750	\$87,550

DEFINITIONS

LOW INCOME: Households whose incomes do not exceed eighty (80) percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

VERY LOW: Households whose incomes do not exceed fifty (50) percent of the median income of the area, as determined by HUD with adjustments for smaller and larger families.

EXTREMELY LOW: Households whose incomes do not exceed 30 percent of the median family income of the area, as determined by HUD with adjustments for smaller and larger families.

NOTE: The income levels are provided by HUD annually, and are subject to change. Data effective as of June 15, 2022.

EXHIBIT F

CDBG PROGRAMMATIC REPORT

Agency: _____ Year Ending: _____

Contact Person: _____ **Phone:** _____ **E-mail:** _____

SECTION 1: Total Program Participants served by the Facility	<u>Year-to-Date</u> Program Participants (Unduplicated)
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
TOTAL (s/b same as below)	
Female Headed Households	
Homeless	
Orange County Residents	

SECTION 2: Race and Ethnicity of Participants	Year-to-Date Program Participants (Unduplicated)	
	Hispanic or Latino	Not Hispanic or Latino
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/other Pacific Islander		
Amer. Indian/Alaska Native and White		
Asian and White		
Black / African American and White		
American Indian/Alaska Native and Black / African American		
Other Multi-Racial		
TOTAL (s/b same as above)		

SECTION 3: (Attach a Narrative of Accomplishments for the year)

[illegible]

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

Please select one of the choices below.

- ☒ The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement.
- ☐ The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

- A. 2 CFR 200.305(b) (“**Payment**”) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.
- B. As such, the following “**Subaward Advance Budget**” was prepared:

- C. Based upon the foregoing, the County shall issue an advance of \$_____ at the beginning of the Agreement’s term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient’s receipt of the advance.**
- D. **Subaward Advance Reconciliation.**
1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.
 2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient’s authorized representative; and (b) include attestation language.
 3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement’s term must be returned to the County.
 4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this “**Exhibit G**” should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

- E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the **“Payment”** section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.
2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.
3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.
4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.
5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.
6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative

Official Title

Printed Name

Date

**EXHIBIT H
LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if I terminate the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF WINTER PARK

By: _____

Title: _____

Date: _____

EXHIBIT J

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT K
(if/when applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

● 1983 National Council on Compensation Insurance.

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT L
(if/when applicable)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that the City of Winter Park knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County Housing and Community Development Department and/or the HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The City of Winter Park will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

- A. The City of Winter Park certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Winter Park's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. The City of Winter Park's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notify the County's Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

CITY OF WINTER PARK

[Corporate Seal]

By: _____

Date: _____

EXHIBIT N
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), Orange County, Florida, certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require the City of Winter Park to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT O
SECTION 3 CLAUSE (CBDG)

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) ("**Section 3**") and its associated regulations (24 CFR Part 75) ("**Section 3 Regulations**"). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The Subrecipient agrees to comply with all applicable Section 3 Regulations, including but not in any way limited to those provisions found in § 75.9 regarding employment training and contracting, as well as those found in § 75.15 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met. If this Agreement contemplates Housing and Community Development Financial Assistance, the Subrecipient also agrees to comply with Subpart C of the Section 3 Regulations ("**Additional Provisions for Housing and Community Development Financial Assistance**"), including but not in any way limited to those provisions found in § 75.19 regarding employment training and contracting, as well as those found in § 75.25 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met.
- C. As evidenced by the Subrecipient's execution of this Agreement, the Subrecipient hereby certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.
- D. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section of the Agreement and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- E. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to the Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor violates the Section 3 Regulations. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.
- F. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled: (i) after a contractor is selected but before the Agreement is executed; and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under Section 3 Regulations.
- G. Compliance with the provisions of Section 3, the Section 3 Regulations, and any other applicable rules and orders issued by HUD thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project that is binding upon the Subrecipient and its successors and assigns. Noncompliance with the Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.332 (a) (i)	Subrecipient name (which must match registered name in SAM.gov)	City of Winter Park
(a) (ii)	Subrecipient's Unique Entity Identifier:	122819100
(a) (iii)	Federal Award Identification Number (FAIN)	B-21-UC-12-0003
(a) (iv)	Federal Award Date (see the definition of <i>Federal award date</i> in 2 CFR § 200.1) or award to the recipient by the Federal agency	October 25, 2021
(a) (v)	Subaward Period of Performance Start and End Date	See Article IX, Section 2.2.
(a) (vi)	Subaward Budget Period Start and End Date	See Article III, Section 3.
(a) (vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$125,000
(a) (viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Unknown
(a) (ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$125,000
(a) (x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	General construction activities associated with installation of equipment and improvements along the east side of Denning Drive to provide public Wi-Fi access in the low-income area within the City of Winter Park municipal limits
(a) (xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings number at time of disbursement	14.218 Community Development Block Grant
(a) (xiii)	Identification of whether the award is R&D	No
(a) (xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414	A de minimis indirect cost rate as defined in 2 CFR § 200.414.
2 CFR 200.332 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, see terms of the Agreement and Exhibit A.

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports	Yes, Exhibits B, C, D, E, F, G, H, I, M, O
(a) (4) (i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.	
(a) (4) (ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).	
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward	Yes, Article X, Section 2 of Agreement

OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS

(a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipients with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425.
(e)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations.
[November 2020 Update to 2 CFR Part 200]	

Name of Reviewer: _____

Signature: _____

Title: Manager (or designee)
Orange County Housing and Community Development Division



City Commission **agenda item**

item type Consent Agenda	meeting date August 24, 2022
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Investment in Public Assets & Infrastructure	

subject

Approve ARPA Funding Allocations - Parks and Natural Resources Electric Vehicles and Equipment

motion / recommendation

Approval of the ARPA allocations as presented in the attached approval matrix.

background

Staff is requesting that the following ARPA allocations, previously set aside by the City Commission, be formally approved so that the project may proceed. The attached "ARPA Project Approval Matrix" highlights the specific projects being requested as well as an update as to what has been previously approved.

Treasury Department guidance on the proper and encouraged use of ARPA funding is quite broad and allowed for any general government operation and services if the spending falls under the revenue loss threshold. Staff has already reported to the Treasury that all grant funding received has fallen under the revenue loss threshold and can be considered spent towards general city services. While it is no longer necessary to justify any spending of these funds in accordance with ARPA guidelines, staff will continue to do so for continuity with past practice as well as added protection if an audit of the use of funding or government reporting requirements ever change in the future.

The Parks Department was allocated funding to convert gas powered tools to electric and to-date has spent \$40k towards that effort. This new request is for \$83k to cover further conversion of of tools and to purchase an electric Toro Workman and Zero-Turn Mower for maintenance of parks and venues. This will allow the Department to test the use of fully electric vehicles as part of their maintenance operations.

The Natural Resources Department's Division of Sustainability is looking to provide an electric vehicle for their general use. Currently the division is utilizing a conventional powered vehicle. It is likely that the city will purchase a Nissan Leaf for the Sustainability

Division, this will match with the other Leafs already in the city's fleet.

It should be noted that the city is experiencing extremely long lead times for vehicles of any type and staff at Fleet is working on potential timelines for delivery. Current estimates for any vehicle delivery are typically 12 - 18 months.

The attached Matrix highlights the requested approvals.

alternatives / other considerations

The Commission can decide to not approve, change, or modify the staff requests to proceed.

fiscal impact

The city received approximately \$15.4 million in ARPA funds. To-date, approximately \$861k has not been allocated. A total of \$370k in ARPA funding was allocated by the Commission to support the conversion of tools and vehicles to sustainable options in the city and approval of this item will authorize the spending of that remaining allocation. The attached sheet details allocated and approved ARPA spending to-date.

ATTACHMENTS:

[ARPA Project Approval Matrix - Parks Nat Resources EVs.pdf](#)

ATTACHMENTS:

[ARPA Funding Allocation Summary 8-18-22.pdf](#)

Projects for use of Allocated ARPA Funds

Proposed Project	Department Lead	ARPA Funding Allocated	ARPA Eligibility Based on Treasury Guidance for July 2021	Project Notes (Timeline/Next Steps)	Funding Approval Requested Now
Sustainability Program - Parks Equipment and Electric Vehicles	Parks	\$370,000 (\$118k Remaining)	Sustainability is not mentioned anywhere in the guidelines however the broad allowance for local gov't use funds for any provision of gov't services as long as it falls under the revenue loss limit, would be applicable here. Environmental remediation is specifically mentioned as an allowable use under these conditions.	Staff is continuing the conversion of gas powered tools to electric with this request for funding. An initial tool list is attached to this item. In addition to tools, this request will facilitate the purchase of two fully electric park maintenance vehicles, a Z-Turn mower and a Toro Workman cart. These will replace conventional gas vehicles.	\$83,000 (\$20k Toro Workman; \$32k Z-Turn; \$31k tools)
Sustainability Program - Electric Vehicle	Natural Resources		Sustainability is not mentioned anywhere in the guidelines however the broad allowance for local gov't use funds for any provision of gov't services as long as it falls under the revenue loss limit, would be applicable here. Environmental remediation is specifically mentioned as an allowable use under these conditions.	Purchase of a Nissan Leaf. This will allow the Sustainability Division to utilize a fully electric vehicle and will match the inventory of Leafs already in use at the city. Delivery timelines vary greatly, and staff will work to facilitate a timely arrival.	\$35,000

ARPA Allocations & Projects

Revised based on 07/27/22 Commission Meeting

Potential Use of Funds	Revised Allocation	\$ Amount Approved	\$ Remaining Allocation	Approval Date
General Projects/Uses				
Offset loss of revenue in 2022	\$ 1,300,000	\$ 1,300,000	\$ -	Approved 9/22/21
Offset loss of revenue in 2023	\$ 500,000	\$ -	\$ 500,000	Part of Proposed FY23 Budget
Historic Preservation	\$ 100,000	\$ 100,000	\$ -	Approved 6/8/2022
Traffic and Road Improvement Study and Design	\$ 750,000	\$ 750,000	\$ -	Approved 9/22/21
Neighborhood Traffic Calming	\$ 250,000	\$ 250,000	\$ -	Approved 1/12/22
Large Scale Street Bricking Repair and Replacement	\$ 500,000	\$ 500,000	\$ -	Approved 11/10/21
Old Library Building roof	\$ 300,000	\$ 273,966	\$ 26,034	Approved 5/11/22 (\$62,856)
Old Library Building A/C				Approved 5/11/22 (\$211,110)
Progress Point Park, addl infrastructure, and contingency balance	\$ 3,400,000	\$ 3,400,000	\$ -	Approved 7/27/22
Progress to Mead Connector	\$ 500,000	\$ -	\$ 500,000	
Meadows Park at Margaret Square	\$ 101,750	\$ 101,750	\$ -	Approved \$101,750 on 12/8/21
Stormwater Capital Improvements	\$ 150,000	\$ 150,000	\$ -	Approved 9/22/21
Cybersecurity Enhancements	\$ 500,000	\$ 500,000	\$ -	Approved \$250k 10/27/21 Approved \$250k 5/11/22
Fire Training Facility	\$ 550,000	\$ -	\$ 550,000	
Sustainability Program - vehicles, equipment, charging stations	\$ 370,000	\$ 252,000	\$ 118,000	Approved \$40k for Parks Electric Equipment 12/8/21 Approved \$212k for Electric Vehicles/Charging Stations 1/26/22 Pending \$118k for Electric Vehicles and Parks Equipment 8/24/22
Vaccine Incentive Program for City Employees	\$ 75,000	\$ 75,000	\$ -	Approved 7/28/2021
Non-Profits				
Winter Park Library Furnishings and operating support grant	\$ 900,000	\$ 900,000	\$ -	Approved 9/8/21 Ideal Woman's Club Funding of \$25k added 11/10/21 Library \$300k added 1/26/22
Support for Existing Non-Profit Partners	\$ 300,000	\$ 300,000	\$ -	
Grant Fund for Supporting Small Non-Profits	\$ 285,000	\$ 285,000	\$ -	
Households and Small Businesses				
Utility Payment Assistance Program	\$ 100,000	\$ -	\$ 100,000	
Business Façade Program	\$ 100,000	\$ 100,000	\$ -	Approved 1/26/22
Business Recruitment Program	\$ 400,000	\$ 20,000	\$ 380,000	Approved \$20k for Gap Study 1/26/22
Humanitarian Support	\$ 100,000	\$ -	\$ 100,000	
Tourism, Travel and Hospitality				
Central Park Stage	\$ 400,000	\$ 400,000	\$ -	Approved 04/13/2022
Boat Tour to Dredge Canal and property cleanup	\$ 100,000	\$ 100,000	\$ -	Approved 11/10/21
Dinky Dock	\$ 154,000	\$ -	\$ 154,000	



City Commission agenda item

item type Action Items Requiring Discussion	meeting date August 24, 2022
prepared by Jeffrey Briggs	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Discussion on the regulation of short-term rentals.

motion / recommendation

Provide direction to staff.

background

At a previous City Commission meeting there was consensus to schedule a discussion on short-term rentals. The City Code currently prohibits short-term rentals by requiring a minimum rental of 30 days. This was introduced into the Code several decades ago when time shares started to become popular. Time shares are a form of vacation rentals whether the unit is used by the time share owner or transferred to another party.

The concern is that time share ownership could turn an apartment complex into a commercial hotel. Time share of a lakefront single family home with different owners/guests staying in the lakefront home for one week or one weekend a year, could turn the single family lakefront home into a hotel.

While a short-term rental such as VRBO or AirBnB keeps the ownership with one party, the concern is that it turns a residence, condo unit or apartment into a hotel. It is no longer a single family home/unit.

One concern is that sometimes a short-term rental becomes a party house. It is infrequent but frequent enough that both AirBnB and VRBO nationwide, are attempting to implement bans on guests and hosts who contribute to that problem.

Another argument against permitting short-term rentals, is that each conversion eliminates a home ownership/rental opportunity within the city for permanent residents. In some cases, this could have been an attainable housing unit. For many persons, the opportunity of purchasing a home in Winter Park is not economically viable. The more

financially attainable option to live in Winter Park, is to rent a home or apartment or garage apartment.

The flip side to this argument is that for some on fixed incomes that already own a house, being able to use a room or garage apartment as an income producing asset might help that person or family stay in their Winter Park home instead of having to sell it.

The City Commission heard from Rick Keith, a resident on Antonette Avenue. The Keith's property is unique in that it is a grandfathered-in duplex (a house that is split into two units with two addresses of 847/849 Antonette). The Keith's live in one half and have rented the other half. Their stated desire for a short-term rental use is not economic. The desire is to have the convenience to block off specific dates, so that when their children come to visit, they can stay in the rental half of the house, but still be able to monetize the times when it is not used by family. That is the reason Mr. Keith proposed the option of allowing short-term rentals, if the owner lives on the property.

In the Keith's scenario, since it is a duplex, with their permanent residence on one side, it would be easy to confirm that the owner is in residence. In other scenarios, it would be extremely difficult for Code Enforcement to determine if the owner is actually living there. Even with our current 30 day minimum rental rules, there are property owners gaming the system.

The Commission has a few options:

First, it can leave the ordinance as-is. At some point the Legislature may pre-empt local governments from regulating vacation rentals but for now our ordinance is grandfathered in. Any minor change to the ordinance could cause us to lose the grandfathered status.

The Commission could repeal the current 30-day minimum provision and allow vacation rentals in certain zoning districts. If this is done we would likely want to establish a registration process with an annual fee that would help with regulation and code compliance.

The Commission could repeal the current 30-day minimum provision and allow vacation rentals on owner-occupied properties only. Again, we would likely want to establish a registration process with an annual fee that would help with regulation and code compliance. Vice-Mayor Weaver has provided a proposed draft ordinance for discussion purposes (copy attached) that could implement this approach.

There may be an option for the City Commission to consider short-term rentals for historic homes or districts. Historically designated homes (individually or in a district) may now ask to have a legal rental unit in addition to the main home. These requests are

determined on a case by case basis by the Historic Preservation Board following notice to neighbors and public hearing. There could be a similar case by case allowance for a short-term rental unit, when the owner resides on the property, does not share living space with the short-term rental guests and is approved at public hearing by the Historic Preservation Board. This approach could work for the Keith's scenario described above as their property is in the College Quarter Historic District.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[OWNER_OCCUPIED_HOME_SHARING \(TCW Draft 7-13-22\).docx](#)

5B(XX). OWNER-OCCUPIED HOME SHARING

Sec. 58.XXX. General Requirements.

Owner-occupied home sharing is an allowable accessory use to the following lawfully existing residential uses:

- (a) One family dwelling (R1 zoning);
- (b) Two family dwelling (R2 zoning);
- (c) Attached dwelling (R1 and/or R2 zoning); and
- (d) Detached dwelling such as a garage apartment, mother-in-law suite or cottage.
- (e) No commercial, office, mixed-use or multi-family dwellings are eligible under this ordinance.

The owner-occupied home sharing use must be incidental and subordinate in purpose, area and extent to the principal use, and located on the same property as the principal residential use. Exception: a subordinate property which shares a common property line with the principal property and is under common ownership as the principal property. Eligible properties must be titled in an individual person's name or in an individual's trust name. Properties titled in any corporate, LLC or company names are not eligible under this ordinance.

Owner-occupied home sharing is permitted for hosted visits only, where the property owner or tenant lives on-site or next door and is present on the property for the hosted visit, and provided there is a single booking at a time. Leasing out an entire dwelling unit for short term, transient use is not allowed, except two family (R2) and adjacent R1 dwelling units as provided below.

For two family or adjacent single-family dwelling units, owner-occupied home sharing is permitted for an entire dwelling unit if the property owner occupies the other dwelling unit and the living area of the unit for owner-occupied home sharing is equal to or less than the living area of the other dwelling unit. The two dwelling units must be under the same ownership.

No more than four unrelated persons are allowed in a single booking, or a maximum of two persons per room, whichever is less.

(Ord. No. XXX)

Sec. 58.XXX. Procedural Requirements.

- (a) *Registration.* Any person offering property within the City of Winter Park for owner-occupied home sharing must register that property with the City by completing an application form as provided by the planning official (or Code Compliance official) and paying an annual fee of (\$XXX) or in an amount to be set from time to time by resolution of the City Commission. Home sharing fees and taxes shall contribute to the City's General Fund and be used for Code Compliance and other related functions as deemed appropriate by the City Manager. The planning official (or Code Compliance official) is authorized to promulgate reasonable rules and regulations regarding the application and registration of owner-occupied home sharing. A complete application must include or be accompanied by:

-
1. Verification that the applicant is the property owner or has notarized permission from the property owner in a form acceptable to the planning official (or Code Compliance official).
 2. Two proofs of residency to show that the applicant resides on the property being registered.
 3. The total number of bedrooms on the property and how many will be devoted to hosted visits.
 4. In the case of R2 or adjacent R1 properties, proof of common ownership is required.
 5. Any other information required by the planning official (or Code Compliance official).
- (b) *Registration approval.* Applications for owner-occupied home sharing must be reviewed and approved, approved with conditions, or denied, by planning official (or Code Compliance official) determination. In reviewing an application, the planning official (or Code Compliance official) shall apply the standards of review provided for review of conditional use permits as provided at Section 65.XXX of this Code. If the planning official (or Code Compliance official) approves the registration, he or she may impose appropriate conditions and safeguards in conformity with the intent and provisions of this Code. Conditions of development must be reasonably calculated to mitigate identifiable land use impacts of the owner-occupied home sharing use.
- (c) *On-line posting.* Any property that receives approval from the City must include the approval with any on-line listing offering the property for home sharing.
- (d) *Taxes.* All sales and tourist development taxes for the home sharing use must be appropriately remitted. The City shall require a X% tax per booking in addition to the above.
- (e) *Advertising.* The advertising or advertisement for the leasing, renting, or letting, for whatever length of time and without regard for frequency of turnover, of a room, rooms, or any other part or parts of a residential use is admissible in any enforcement proceeding and raises a rebuttable presumption that the residential property is being used as a home sharing use.
- (f) *Revocation.* A violation of any standards or requirements contained herein, or of any development conditions, or any other law or code applicable to the property will result in the revocation of registration approval for home sharing.
- (g) *Parking.* Guest parking shall not infringe on neighbors' property. Guest parking of no more than a single vehicle shall be allowed during any room sharing event.
- (h) *Inspection.* Living spaces must meet applicable building codes and shall be inspected by City staff prior to permitting for home sharing. Future inspection by City officials shall be granted on an as-needed basis.
- (i) Members of the Winter Park City Commission shall not be eligible to participate in home sharing for 2 years after the inception date of this ordinance.

Sec. XX-XX. Minimum vacation rental standards to be verified by self-certification through registration.

(a) *Minimum standards:*

- (1) *Maximum occupants and guests.* The maximum amount of transient occupants authorized to stay overnight at any individual vacation rental shall be limited to two (2) persons per sleeping room.
The maximum amount of persons allowed to visit as non-overnight guests of the transient occupants shall not exceed two (2).
- (2) *Local telephone service.* At least one (1) telephone (landline or cellular) with the ability to contact Winter Park Emergency 911 Communications Center on a 24-hour, 7-day a week basis, shall be

provided in the main common area of the vacation rental and be clearly marked as the Emergency Communications Center contact telephone.

- (3) *Fire extinguisher.* At least one (1) fully charged, portable, multi-purpose, dry chemical ABC fire extinguisher shall be installed and maintained in a clearly marked location in a centrally located area near sleeping rooms on each floor of the vacation rental. Additionally, at least one (1) Class K fire extinguisher shall be installed and maintained in a clearly marked location in a centrally located area near the kitchen of the vacation rental.
- (4) *Transient occupant information.* A binder, book or file folder clearly labeled “Transient Occupant Information”; with the full address of the vacation rental must be located in a conspicuous area of the vacation rental, and must contain, at a minimum, all regulations with which transient occupants and their guests must comply, including:
- (i) Chapter XXX Noise, Winter Park Code of Ordinances;
 - (ii) Section XX.XX Noise, Winter Park Land Development Code;
 - (iii) Section XX.XXX Off-street parking requirements, Dwelling Structures, Winter Park Land Development Code;
 - (iv) Section XX.XX Parking Standards Winter Park Land Development Code;
 - (v) Chapter XXX Sexual offenders and sexual predators, Winter Park Code of Ordinances;
 - (vi) Chapter 235 Solid Waste, Winter Park Code of Ordinances;
 - (vii) The 24-hour, 7-day a week telephone number of the Responsible Party;
 - (viii) A copy of the survey, scaled sketch or picture depicting the location(s) of parking spaces reserved for the vacation rental with a statement that the transient occupant parking is limited to the area(s) identified on the graphic; and
 - (ix) The locations of all nearby hospitals, walk-in clinics and free-standing emergency room(s).
- (Ord. No. XX)



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date August 24, 2022
prepared by David Zusi	approved by David Zusi, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Maintenance and management of sewer infrastructure.	

subject

Amended and Restated Wholesale Sewer Service Agreement Between the City of Altamonte Springs and the City of Winter Park

motion / recommendation

Staff recommends Commission approval of the Amended and Restated Wholesale Sewer Service Agreement Between the City of Altamonte Springs and the City of Winter Park (Agreement). The Agreement includes purchase of an additional 300,000 gallons per day of treatment capacity that will serve existing and future customers in the agreed upon service area.

background

The City of Winter Park and the City of Altamonte Springs have had an existing agreement dating back to 1984 for the wholesale treatment of wastewater. The new Agreement adds additional treatment capacity by 300,000 GPD, corrects a number of service area discrepancies, cleans up some outdated language going forward. This agreement will allow diversion of some existing wastewater from west of SR 17-92 that currently flows east through town and ultimately is treated by the City of Orlando at the Iron Bridge Water Reclamation Facility. This flow diversion will free up valuable capacity in the collection system in downtown Winter Park. The agreement will also provide for future growth and redevelopment in the area west of SR 17-92.

alternatives / other considerations

The Commission can decide not to sign the Agreement but the consequences will be a negative impact on critical existing infrastructure.

fiscal impact

The Agreement includes the budgeted payment of \$3 million to the City of Altamonte Springs from sewer impact fee account.

ATTACHMENTS:

[2022-07-18 - Winter Park Wholesale Agreement FINAL.pdf](#)

**AMENDED AND RESTATED WHOLESALE SEWER SERVICE
AGREEMENT BETWEEN THE CITY OF ALTAMONTE SPRINGS AND
THE CITY OF WINTER PARK**

THIS AMENDED AND RESTATED WHOLESALE SEWER SERVICE AGREEMENT (the “**Agreement**”), made and entered into on this _____ day of _____, 20____ (the “**Effective Date**”) by and between the **CITY OF ALTAMONTE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida, (“**Altamonte**”), and the **CITY OF WINTER PARK**, a municipal corporation organized and existing under the laws of the State of Florida, (“**Winter Park**”). Altamonte and Winter Park may sometimes be referred to in this Agreement individually as “**Party**” or collectively as “**Parties**”.

WITNESSETH

WHEREAS, Altamonte operates and maintains the “**Altamonte System**” hereinafter defined, comprised of wastewater collection, transmission, treatment, and disposal facilities which include but are not limited to pipes, lift stations, pumps, force mains, and all other appurtenant equipment and facilities used by Altamonte to transmit wastewater to the headworks of the Altamonte Springs Regional Water Reclamation Facility (“**RWRF**”) and to treat and dispose of wastewater through the treatment processes at the RWRF, located in Seminole County, Florida; and

WHEREAS, Winter Park operates and maintains the “**Winter Park System**”, hereinafter defined, comprised of wastewater collection and transmission facilities which include but are not limited to pipes, lift stations, pumps, force mains, and all other appurtenant equipment and facilities used by Winter Park to collect and transmit wastewater from certain users of the Winter Park System to the Altamonte System under existing agreements between the Parties; and

WHEREAS, the Parties have previously entered into a Wholesale Sewage Treatment Agreement, entitled “Agreement”, dated June 19, 1984 (the “**Original Agreement**”) for wholesale sewer treatment and disposal services for a specified capacity allocation (413,524 gallons per day) within a defined service area of the Winter Park System; and

WHEREAS, on October 20, 1998, the Altamonte Springs City Commission approved, and the Parties entered into an Amendment to the Original Agreement to implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to regulatory requirements of the Florida Department of Environmental Protection (the “**First Amendment**”); and

WHEREAS, Altamonte acknowledges and agrees that with the exception of current treatment charges for monthly flows and monthly standby charges which are due in accordance with the terms of the Original Agreement, Winter Park has fully satisfied all monetary obligations under the Original Agreement; and

WHEREAS, it is the desire and intent of the Parties to amend and restate the aforesaid Original Agreement and First Amendment in their entirety to: (i) consolidate, supersede, and replace all previous agreements to include, without limitation, the Original Agreement and the First Amendment; (ii) standardize wholesale sewer treatment and disposal service business practices under a unified agreement; (iii) provide for expanded sewer service to Winter Park through the Altamonte System to accommodate new development and redevelopment of Winter Park projects by paying for and reserving additional capacity in the Altamonte System; (iv) to serve its existing and future customers within specific areas, said specific areas being a portion of the Winter Park’s wastewater utility service area, which are depicted in EXHIBIT “A”, attached hereto and incorporated herein by reference (the “**Wholesale Sewer Service Area**”); and (v) accomplish the mutual goals and needs of the Parties for continued wastewater treatment and disposal services through the Altamonte System; and

WHEREAS, Altamonte agrees to treat and dispose of the wastewater flows from the Wholesale Sewer Service Area for Winter Park’s present and projected future needs, according to the terms and conditions and considerations hereafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are true and correct and are incorporated herein as material provisions of this Agreement.
2. **PURPOSE**. Subject to the terms and conditions hereinafter set forth, Altamonte shall provide to Winter Park, and Winter Park shall purchase and receive from Altamonte, wastewater treatment and disposal services for wastewater flows from the Wholesale Sewer Service Area as set forth herein. In addition, it is mutually acknowledged by both Parties that the intent of this Agreement is for Altamonte to provide wholesale sewer service to Winter Park in order to serve Winter Park's existing and future users and accommodate redevelopment within the Wholesale Sewer Service Area.
3. **CAPACITY**.
 - 3.1. **Initial Capacity Reservation**. Pursuant to the Original Agreement, Winter Park paid for and reserved capacity in the Altamonte System for an initial capacity of 413,524 gallons per day ("gpd") (the "**Initial Reserved Capacity**"). The Parties agree that Winter Park has paid all capacity reservation charges in full, and no additional fee is required for said capacity. Winter Park owns the Initial Reserved Capacity and Altamonte must not sell, convey, assign or permit others to use the Initial Reserved Capacity without prior written amendment from Winter Park. However, Winter Park shall continue to be responsible for all Treatment Charges for such wastewater flows transmitted to the Altamonte System. The terms "capacity" and "flow" used in this agreement and previous agreements or amendments shall mean the annual average daily flow in gallons per day as defined in Altamonte's Florida Department of Environmental Protection ("FDEP") wastewater treatment facility permit.
 - 3.2. **Additional Capacity Reservation**. Upon execution of this Agreement by both Parties, Winter Park reserves, and Altamonte agrees to treat and

dispose of, an additional 300,000 gpd of wastewater flows collected by Winter Park which is generated in the Wholesale Sewer Service Area (the “**Additional Capacity Reservation**”). The Wholesale Sewer Service Area is described in Section 3.4 below. Once Winter Park pays for the Additional Capacity Reservation, Winter Park will own the Additional Capacity Reservation and Altamonte must not sell, convey, assign or permit others to use the Additional Capacity Reservation without prior written agreement from Winter Park.

3.2.1. Available Reserved Capacity. Winter Park’s “**Available Reserved Capacity**” hereinafter defined, shall be the “**Total Capacity Reservation**” (713,524 gpd) less the following:

- (i.) Current annual average daily flow; and
- (ii.) Annual average daily flows allocated during the previous twelve (12) month period for any project which has been authorized for construction either by (i) an FDEP Domestic Wastewater Collection/Transmission System Project permit, (ii) from a new connection or an expanded use authorization resulting in a significant increase above current flows approved by Winter Park but not requiring an FDEP Domestic Wastewater Collection/Transmission System Project permit.

Winter Park shall provide a monthly tracking report to Altamonte with a summary of the annual average daily flows for those anticipated flows as described above.

3.2.2. If the current annual average daily flow equals or exceeds 90% of the Total Capacity Reservation, Altamonte is not obligated to process any additional FDEP Domestic Wastewater Collection/Transmission System permit applications to Winter Park.

3.3. Additional Capacity Reservation Restrictions. Altamonte shall not permit or, to the extent legally possible, allow capacity reservations or connections in excess of the total capacity of the Altamonte System, as from time to time may be authorized and permitted by those regulatory agencies having jurisdiction thereof. Notwithstanding, Altamonte agrees to accept additional wastewater flows from Winter Park's Wholesale Sewer Service Area as capacity is available in the Altamonte System. Except as otherwise provided below, Altamonte reserves the absolute right to reserve capacity in the Altamonte System for itself or others so as to be able at all times to provide wastewater treatment service to property within Altamonte. The amount of presently unreserved capacity as Altamonte might elect to reserve for itself or others shall be at the sole discretion of Altamonte.

3.4. Wholesale Sewer Service Area. Winter Park requests and Altamonte agrees to treat and dispose of wastewater collected by Winter Park which is generated in the Wholesale Sewer Service Area.

3.4.1. The Wholesale Sewer Service Area is hereby divided into five (5) zones, which are further identified on Exhibit "A" attached hereto:

Zone 1 (Exclusive): Winter Park is obligated to send wastewater flows from Zone 1 Wholesale Sewer Service Area to the Altamonte System.

Zone 2 (Non-Exclusive): Winter Park shall have the right, but not the obligation, to send the wastewater flows from the Zone 2 Wholesale Sewer Service Area to the Altamonte System.

Zone 3 (Altamonte System or Conserv II): Winter Park is obligated to send wastewater flows from the Zone 3 Wholesale Sewer Service Area to the Altamonte System; however should Winter Park's Available Reserved Capacity be exceeded by actual wastewater flows, planned or permitted, then Winter Park shall have the right, but not the obligation, to send wastewater flows from

the Zone 3 Wholesale Sewer Service Area to the Altamonte System.

Zone 4 (Future Exclusive): Winter Park is obligated to send wastewater flows from the Zone 4 Wholesale Sewer Service Area to the Altamonte System after the completion of Winter Park's sewer system improvements. Winter Park is obligated to complete these improvements in a reasonable amount of time and in accordance with the applicable interlocal agreement to be executed between Winter Park and the City of Maitland.

Zone 5 (Future Non-Exclusive): Winter Park shall have the right, but not the obligation, to send wastewater flows from the Zone 5 Wholesale Sewer Service Area to the Altamonte System.

Winter Park shall not be obligated to send wastewater flows from the Wholesale Sewer Service Area to the Altamonte System for planned maintenance or emergency conditions.

The Wholesale Sewer Service Area may be adjusted from time to time as mutually agreed upon by the Parties as evidenced and implemented by an amendment to Exhibit "A" – Wholesale Sewer Service Area, signed by the City Managers, or their designees, of the Parties.

Upon execution of this Agreement by both Parties, Altamonte agrees to continue to accept and treat wastewater flows generated by Winter Park within the Wholesale Sewer Service Area as identified on Exhibit "A" – Wholesale Sewer Service Area, for treatment and disposal services for up to the Total Capacity Reservation.

4. PAYMENT COVENANTS.

- 4.1. Capacity Reservation Fee.** Winter Park shall pay to Altamonte a capacity reservation fee for the Additional Capacity Reservation, calculated on the basis of \$10.00 per gallon of reserved daily wastewater treatment and disposal capacity in the Altamonte System (the "**Capacity Reservation**

Fee”). Winter Park is reserving 300,000 gpd of capacity for which the total Capacity Reservation Fee will be in the principal amount of three million dollars and no cents (\$3,000,000.00). The Capacity Reservation Fee shall be paid to Altamonte within sixty (60) days from the Effective Date of this Agreement.

- 4.2. Standby Charge.** Winter Park shall pay Altamonte a monthly standby charge for such portion of the Total Capacity Reservation not utilized by Winter Park in such month. The standby charge, calculated per Exhibit “B” shall be equal to the pro rata portion of the fixed operation, depreciation and maintenance expenses of the Altamonte System, to include an allowance for overhead and administration, associated with the unutilized portion of Winter Park’s Reserved Capacity. Said monthly standby charge shall be set a rate equal to \$2.00 per day for each ten thousand (10,000) gallons of unutilized Reserved Capacity (the “**Standby Charge**”). This rate shall be in effect until September 30, 2027, at which time it shall be recalculated in accordance with the formula on Exhibit “B”; and every five (5) years thereafter, taking effect October 1 of said year.

- 4.2.1. Temporary Deferment of Additional Reserved Capacity Standby Charge.** The new development and redevelopment of Winter Park projects anticipated to utilize the Additional Capacity Reservation are not planned in the immediate future. Therefore, Altamonte shall temporarily defer the Standby Charge for the Additional Reserved Capacity for a period of thirty-six (36) months from the Effective Date of this Agreement. However, the Standby Charge per the Original Agreement will remain in effect. Upon conclusion of the thirty-six (36) month temporary deferment period, the Standby Charge for the Total Capacity Reservation shall be due and payable according to Section 4.2 herein.

- 4.3. Treatment Charges.** For all flows delivered to the Altamonte System for treatment and disposal, Winter Park shall pay the rates and charges provided for in Chapter 26 of the Code of Ordinances of the City of

Altamonte Springs, Florida, as it may be amended from time to time, at the discretion of the City Commission of the City of Altamonte Springs, but which rates shall always be set in accordance with applicable law. Rates and charges shall be just and equitable and shall be uniformly applied to users of the same class, and Winter Park shall be charged similarly with all other customers of the same class (Class C), but in no event shall such rates and charges be any higher than the lowest rates and charges charged to customers or users that are outside the City of Altamonte city limits. All charges must be paid monthly within thirty (30) days after the end of the preceding month in accordance with Section 7- WASTEWATER FLOW MEASURING herein.

- 4.4. Payment Required.** Payment to Altamonte for monthly Treatment Charges shall be submitted and paid by Winter Park monthly in accordance with Section 7 - WASTEWATER FLOW MEASURING, below. If any monthly payment for wastewater treatment remains unpaid on and after fifteen (15) days from the date for such wastewater payment is due, a penalty of ten percent (10%) of the total amount due shall be imposed and be added to the amount due. If the payment due remains unpaid for a period of thirty-five (35) days from the date of the payment due date, Altamonte shall have the ability to seek remedies under Section 14 – REMEDIES UPON DEFAULT, below.

5. LIMITATION OF SOURCE AND QUALITY.

- 5.1. Limitation of Source by Wholesale Sewer Service Area.** Winter Park acknowledges and agrees that this Agreement pertains only to wastewater generated and originating entirely within the Wholesale Sewer Service Area. Winter Park expressly agrees that it will not deliver to the Altamonte System, either directly or indirectly, any wastewater other than that generated by and originating from users or developers which are retail customers of Winter Park from sources located within the Wholesale Sewer

Service Area unless expressly authorized by a written amendment to this Agreement. In the event Winter Park desires to provide wastewater disposal service to any area lying outside the Wholesale Sewer Service Area, Winter Park agrees to apply to the appropriate governmental authorities for permission to serve such additional area, if required, and to make written request to Altamonte to permit Winter Park to transmit wastewater from said additional area to Altamonte under the terms and conditions of this Agreement. Winter Park shall not transmit wastewater from such additional area to the Altamonte System unless and until Altamonte, by an amendment to this Agreement, agrees thereto; provided, however, that in no event shall Altamonte be required to accept wastewater, directly or indirectly, from any additional areas nor shall Altamonte be required to accept wastewater, directly or indirectly, from any utility company or wholesaler other than Winter Park. Nothing herein shall require Winter Park to utilize Altamonte to treat and dispose of wastewater collected by Winter Park for properties and customers outside of the Wholesale Sewer Service Area or prevent Winter Park from providing through its own facilities and forces or third parties wastewater services to properties and customers outside of the Wholesale Sewer Service Area. The definition of Wholesale Sewer Service Area used in this Agreement shall not redefine or restrict Winter Park's wastewater service territory or boundaries or adjustments thereto.

- 5.2. Wastewater Quality.** The FDEP currently categorizes wastewater facilities as either domestic or industrial based on the type of wastewater the facility handles. The wastewater to be delivered to the Altamonte System shall meet the qualitative parameters of domestic wastewater as set forth by the permitting standards of the FDEP, as modified by Section 5.2.2 – Industrial Wastewater, below, and the Parties shall adopt and, as shall be necessary from time to time, revise, and enforce, appropriate rules and regulations governing discharges into the Altamonte System.

5.2.1. Domestic Wastewater. Domestic wastewater shall be as categorized by the FDEP for permitting, as amended from time to time. Domestic wastewater is wastewater from dwellings, businesses, buildings, institutions, and the like. All wastewater that is not defined as domestic wastewater is considered industrial wastewater.

5.2.2. Industrial Wastewater. The FDEP categorizes all non-domestic wastewater as industrial wastewater. Sources of industrial wastewater include large and small facilities and activities such as manufacturing, commercial businesses, mining, agricultural production and processing, and wastewater discharge from cleanup of petroleum and chemical contaminated sites. The effect of industrial wastewater upon sewers, and upon the Altamonte System and its wastewater treatment process, is such that careful and special consideration be made of each connection discharging industrial waste. This is a matter of importance to both Parties. Altamonte has implemented and enforces a pretreatment program to control discharges from all industrial users pursuant to FDEP Regulation 62-625., F.A.C. It is understood and agreed that Winter Park shall be required to enforce a sewer use ordinance that subjects the industrial users within its boundaries to the necessary pretreatment protocols and be responsible for pursuing enforcement of rules regarding industrial wastewater in the Winter Park System. Except for commercial wastewater as categorized by the FDEP, Winter Park agrees that it will authorize discharge of industrial wastewater into the Winter Park System only with specific approval of Altamonte of each individual source. Such approvals shall not be unreasonably withheld, and shall be upon the terms and conditions as Altamonte may prescribe from time to time, which terms and conditions shall be no more restrictive than the terms and conditions

placed upon industrial users discharging within the City of Altamonte. Altamonte shall not be required to approve any discharge of industrial wastewater prior to the filing by the applicant industry or commercial enterprise of an FDEP application, a copy of which shall be forwarded to Altamonte for review and approval. The application shall contain the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business activity or other waste creative process;
- (c) Quantity of wastewater to be discharged;
- (d) Typical analysis of wastewater;
- (e) Type of pretreatment proposed; and
- (f) Such other information as Altamonte may from time to time request by written notice.

The Altamonte Director of Public Works & Utilities, or designee, shall act on such request to allow industrial wastewater from a Winter Park user within twenty (20) days after receipt of all information required by this Agreement.

5.2.3. Monitoring Wastewater Strength. Winter Park shall provide to Altamonte access to a sampling manhole or location at or near the point of discharge to the Altamonte System for the purpose of conducting wastewater sampling. Altamonte reserves the right to sample Winter Park's wastewater at any time and use the results to determine the strength of the wastewater.

5.2.4. Testing of Wastewater. Upon justifiable cause or reasonable request from Altamonte, Winter Park shall provide to Altamonte, an analysis of its wastewater being discharged to the Altamonte System. This analysis shall identify the concentrations of discharges of prohibited wastes and shall be performed by a qualified laboratory approved in writing in advance by Altamonte. Testing may also include priority pollutants and constituents based

on the local limits included in the Altamonte System FDEP operating permit. Selected parameters of potential concern to treatment efficiency and compliance with the Altamonte System FDEP operating permit limits shall be determined at Altamonte's discretion. Additionally, at Altamonte's discretion, if Winter Park exceeds the maximum contamination levels of prohibited wastes, or if so required by other regulatory authority, the frequency of these analyses may be increased. Winter Park shall be required to remedy any concentration above the manageable level in a method mutually agreeable to both Parties.

6. **ORDINANCES.** The Altamonte wastewater system use ordinance, as defined by Chapter 26 of the Altamonte Code of Ordinances, and as may be modified by Altamonte from time to time, shall be applicable to all users of the Winter Park System for setting standards for the strength of wastes and prohibited wastes and shall be binding upon Winter Park for wastewater flows delivered to the Altamonte System. All provisions of such ordinances shall apply equally to each existing and new user within Altamonte and within the Wholesale Sewer Service Area. Winter Park shall adopt or otherwise impose such restrictions upon Winter Park's users so as to enforce the provisions hereof in the Wholesale Sewer Service Area.

7. **WASTEWATER FLOW MEASURING.**

- 7.1. **Metering.** Winter Park shall construct, install and maintain the master metering facilities at the designated Meter Locations, as described on Exhibit "A" and will do so at its sole expense. The master meters will be equipped with the appropriate calibration device and said device along with the master meters shall be the property of Winter Park. Altamonte will receive from Winter Park all wastewater delivered to Altamonte on a metered delivered basis, at the established Meter Locations. Winter Park will transport and deliver the wastewater so received by Altamonte in conformity with law, the rules of all applicable regulatory authorities and such other agencies as may have jurisdictional control. Altamonte will receive said wastewater flows at said location and will treat and dispose of

the wastewater pursuant to and in conformity with the terms and conditions of this Agreement.

- 7.2. Meter Reading.** Winter Park will install and read the flow meters or other devices to provide the data necessary for the determination of the wastewater flows to the Altamonte System for the calculation of monthly payment. Winter Park will compute the amount due for wastewater treatment and disposal based on the cumulative bulk flow figure reported at Winter Park's master meter or flow measuring locations. Winter Park will report in writing to Altamonte the figures for the actual measured flows for the preceding month along with the monthly payment total. Altamonte will have the option to participate in and observe said readings.
- 7.3. Meter Calibration and Reporting.** Winter Park will implement an annual meter confirmation and calibration program for the master meters installed at the Meter Locations. The confirmation and calibration program, to be approved by both Parties, shall include a schedule for inspection and reporting regarding the condition and accuracy of the respective master meter, as deemed appropriate for the meter type and location. A copy of the report shall be furnished to Altamonte. Any necessary repairs to the connection must be made within forty-five (45) days unless otherwise approved by both Parties. Winter Park shall provide immediate (within 24 hours) notice to Altamonte of any single master meter failure and no single master meter shall be out of service for more than thirty (30) days. In the event of a master meter failure, billing of flows for wastewater treatment and disposal will be calculated by Altamonte based upon the highest three consecutive months ("three-month period") within the prior period of 12 consecutive months ("twelve-month period") until meter repairs have been completed.
- 7.4. Rights of Inspection.** Altamonte shall have the right, but not the obligation, to make its own inspection of Winter Park's master meter at any location, or to have an independent company inspect the metering equipment at any

time; provided, however, no such inspection shall be made until Altamonte has first given five (5) business days' written notice of the time and date of its intent to have the inspection made. Upon notice, Winter Park shall have Winter Park personnel available to assist and facilitate the inspection. All costs and expenses of interim inspection by Altamonte shall be borne by Altamonte. However, if the testing reveals that the master meter is inaccurate by more than ten percent (10%), Winter Park shall reimburse the cost incurred as a result of the interim inspection and also the cost and expense of repairing or replacing the master meter. If the master meter is in error by more than fifteen percent (15%), then charges paid on the basis of that master meter's readings back to the date of the most recent recalibration shall be adjusted to correct the erroneous billings due to the master meter error.

7.5. Wastewater Flow Monitoring. Winter Park shall monitor its wastewater flows reported monthly for payment to the Altamonte System and shall, separate from monthly billing reports, notify Altamonte in the event that Winter Park flows for three consecutive months ("three-month period"), or for any four nonconsecutive months within any period of 12 consecutive months ("twelve-month period"), exceed Winter Park's Reserved Capacity approved by Altamonte under this Agreement. The intent of monitoring and evaluating wastewater flow trends and failure to comply are as follows:

7.5.1. Intent. It is the intent of the Parties to establish a mechanism for the continued review of wastewater flow trends under this Agreement so that any unauthorized use of capacity through unmonitored and unresolved inflow and infiltration or unauthorized user connections be highly discouraged so as to prevent any pre-emption of reserved capacity to the detriment of other potential wholesale customers of Winter Park, other retail and wholesale sewer customers of Altamonte, or to detrimentally impact the operation of the Altamonte System.

7.5.2. Compliance. Winter Park shall have an active program to resolve inflow and infiltration typically attributable to aging infrastructure, broken or missing manholes or cleanouts, and pipes damaged by others. If increased flow trends are found to be due to unauthorized user connections, Winter Park shall immediately resolve all matters pertaining to unauthorized users by disconnecting the unauthorized user.

8. RECORDS INSPECTION.

8.1. Engineering Drawings. Winter Park shall, during the term of this Agreement, maintain the Transmission Facilities Plan, the Development Plans, and any other engineering drawings, plans, and specifications showing Winter Park's existing or proposed collection facilities, and other facilities to be connected directly or indirectly to the designated Connection Point. Transmission Facilities Plans for Winter Park System wastewater flows to the Connection Point shall be shared with Altamonte, as needed and requested by Altamonte, to confirm network system piping for the Wholesale Service Area. Development Plans approved by Winter Park shall be submitted to Altamonte when a new FDEP permit request is presented for execution, and as-built/record drawings shall be submitted to Altamonte upon request for FDEP clearance.

8.2. Mutual Records Access and Cooperation. The Parties shall reasonably cooperate to facilitate the provision of wholesale sewer service by Altamonte so that Winter Park may serve its existing and future customers located within the Wholesale Sewer Service Area. Under the spirit of mutual cooperation, Altamonte is given the right to inspect, at reasonable times, all of Winter Park's books, records, and other information of whatsoever nature relating to the wastewater flows (including infiltration/inflow) from the Winter Park System connected to the designated Connection Point for transmission to the Altamonte

System. Winter Park shall also be given the right to inspect at all reasonable times, the Altamonte System, and all books, records and other information of Altamonte of whatsoever nature relating to the Winter Park System.

9. **TERM**. The initial term of this Agreement shall be 50 years beginning with the Effective Date. Thereafter, this Agreement shall be automatically renewed for successive ten (10) year renewal terms unless either Party gives written notice to the other Party not less than ten (10) years prior to the expiration of the then-current term that it is terminating the Agreement at the end of the then-current term.
10. **NOTICE**. Any notice to be given to Winter Park or Altamonte by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either Party may change its notice address by giving proper written notice to the other as provided herein:

If to Altamonte, to:

City of Altamonte Springs
City Hall, 225 Newburyport Ave.
Altamonte Springs, FL 32701
Attention: City Manager

City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, FL 32714
Attention: Director of Public Works & Utilities

If to Winter Park, to:

City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

Attention: City Manager

City of Winter Park

1409 Howell Branch Road, Building 10

Winter Park, Florida 32789

Attention: Director of Water and Wastewater Department

11. **TEMPORARY CESSATION OF SERVICE.** Any temporary cessation of treatment or disposal of wastewater through the Altamonte System caused by force majeure, an act of God, fire, strike, pandemic, civil or military authority, State, County or Federal regulatory authority, insurrection or riot, civil unrest, or other action not the result of gross negligence or willful misconduct of Altamonte or its agents or employees, shall not constitute a breach of this Agreement on the part of Altamonte, and Altamonte shall not be liable to Winter Park or its users for any loss or damage resulting from such cessation of treatment or disposal, nor shall such temporary cessation relieve Winter Park of any of its obligations hereunder.
12. **EFFECT OF SEWER RESTRICTIONS.** If during the term of this Agreement Altamonte shall come under any order of any cognizant county, State or Federal agency which requires Altamonte to limit or restrict construction or wastewater connections because of conditions or operations in the Altamonte System or elsewhere, or to restrict or terminate acceptance of certain types of wastewater, or to require pretreatment as a condition of acceptance for treatment and disposal, or otherwise to modify or alter operations, or which otherwise affect the system, Winter Park agrees to enforce and abide by such limitations or restrictions within the Wholesale Sewer Service Area, as long as the same shall be binding upon Altamonte. Altamonte agrees to take all steps reasonable, in Altamonte's determination, to cure any defect resulting in the limitation or restriction. Should Altamonte be unable to accept any wastewater flows due to regulatory restrictions or other Altamonte System infrastructure limitations, Winter Park shall only be

responsible for the payment of the accepted wastewater flows as calculated through Section 7 – WASTEWATER FLOW MEASURING of this Agreement

13. **ALTAMONTE SYSTEM – NO OWNERSHIP INTEREST.** Except for Winter Park’s ownership of the Initial Reserved Capacity and Additional Reserved Capacity (upon payment in full), it is expressly understood and agreed that Winter Park will have no ownership interest in the Altamonte System or any part thereof whatsoever, including any financial contributions from Winter Park for alternations, additions, or system upgrades required to serve subsequent New User Connections and wastewater flows above Winter Park’s Existing Customer Base, or above or any right whatsoever to direct the operation of the Altamonte System, including but not limited to the treatment or disposal of wastewater flows delivered to the Altamonte System. Conversely, Altamonte shall not have any ownership interest in the Winter Park System or any part thereof or any right whatsoever to direct the operation of the Winter Park System

14. **REMEDIES UPON DEFAULT.**

- 14.1. **Winter Park’s Default.** In the unlikely event Winter Park shall default in the payment of any amounts due Altamonte under this Agreement, or in the performance of any material obligation to be performed by Winter Park under this Agreement, then Altamonte, after having given Winter Park thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Winter Park, and shall further have the right to temporarily limit wastewater disposal services to Winter Park by temporarily denying the execution of any new FDEP permit applications. In the event such default remains uncured for a period of (1) ninety (90) days in the event of a monetary default; or (2) 180 days in the event of a non-monetary default, then Altamonte shall have the right to permanently restrict any and all service to Winter Park under this Agreement or

require Winter Park to stop making new user connections or modifications to existing users.

14.2. Altamonte's Default. In the event Altamonte shall default in the performance of any material obligation to be performed by Altamonte under this Agreement, then Winter Park, after having given Altamonte thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Altamonte. In the event such default remains uncured for a period of (1) ninety (90) days (or such longer time as is reasonably required to cure such default, provided Altamonte has made reasonable efforts to commence the cure within said 90-day period) in the event of a default which causes Altamonte to be unable to provide wastewater utility service with the Wholesale Sewer Service Area; or (2) 180 days in the event of any type of material default, then Winter Park shall have the right to notify Altamonte that Winter Park intends to take a more limited amount of wastewater disposal services from Altamonte (which shall be at least the amount Altamonte is then able to provide to Winter Park). Thereafter, Winter Park may the obtain other wastewater disposal services from another provider or may take appropriate action to supply itself with additional wastewater disposal services after giving Altamonte ninety (90) days' notice of its intent to do so and opportunity to cure; otherwise, Winter Park shall obtain all its required wastewater disposal services for the Wholesale Sewer Service Area from Altamonte during the term of this Agreement.

14.3. Specific Performance. This Agreement may be enforced by Specific Performance.

14.4. Force Majeure. If by reason of force majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of Winter Park to make the payments required under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the

obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order of any kind of the Government of the United States or the State of Florida, or any civil or military authority, insurrection, riots, pandemics, epidemics, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipes, or canals, partial or entire failure of the wastewater treatment or disposal system, or on account of any other causes not reasonably within the control of the Party claiming the inability.

14.5. Fines and Penalties. Regulatory fines and penalties assessed against a Party to this Agreement shall be born and initially paid by the Party against which they are assessed. If it is determined by a court or regulatory agency that the occurrence or condition giving rise to any such fine or penalty was caused by the act or omission of a Party to this Agreement other than the Party against whom such a penalty or fine is assessed, then the Party whose act or omission was such cased shall reimburse the Party the amount of such fine or penalty finally assessed and paid, plus interest.

14.6. Applicable Law. This Agreement and the provisions contained herein shall be governed by and construed in accordance with the Laws of the State of Florida and the Parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

14.7. Severability. Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the Parties hereto are not materially prejudiced and the intentions of the Parties can continue to be

affected. No such prohibition shall in any way or to any extent alter or affect Winter Park's obligation, to the extent required hereunder, to pay, when due, that part of the Connection Fee and Treatment Charges which Altamonte may pledge in the future to use for the operation and maintenance of the Altamonte System.

- 14.8. Waiver of Rights.** Any waiver at any time by Altamonte or Winter Park of its rights with respect to a default or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.
- 15. NO PLEDGE OF TAXATION.** In no event shall any obligation of either Altamonte or Winter Park under this Agreement result in, be or constitute: (i) a general obligation or indebtedness of either Party within the meaning of the Constitution of the State of Florida, the Parties' respective charters and ordinances or any other applicable laws, (ii) a pledge of ad valorem taxes or taxing power, non-ad valorem revenue or any other revenue source of either Party, or (iii) a lien on any real or personal property of either Party.
- 16. PRIOR AGREEMENTS.** This Agreement constitutes the full and complete agreement and understanding of the Parties relating to the matters set forth herein and this Agreement shall supersede and replace any prior written or oral agreements concerning such matters.
- 17. TIME IS OF THE ESSENCE.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.
- 18. COUNTERPARTS.** This Agreement may be executed and delivered in counterparts.
- 19. GOOD FAITH.** The Parties agree to act in accordance with the principles of good faith and fair dealings in the performance of this Agreement.
- 20. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties hereto and no right of cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

21. **TITLES AND HEADINGS.** The title of this Agreement, and the headings of Sections and sub-Sections hereof have been inserted for convenience or reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK,
a municipal corporation of the State of
Florida

By: _____

Printed Name

Title

Dated: _____

Approved as to Form and Legality
for the use and reliance of the
City of Winter Park, Florida

Attest:

City Attorney

City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____ by _____, as _____ of the CITY OF WINTER PARK, a Florida municipality, on behalf of the municipality. He/She is personally known to me or has produced _____ as identification.

Signature of Notary Public

AFFIX NOTARY SEAL

Print Notary Name

Signed, sealed and delivered in the presence of:

CITY OF ALTAMONTE SPRINGS, a municipal
corporation of the State of Florida

BY: _____
PAT BATES, Mayor

Date: _____

Approved as to form and legality for use
and reliance by the City of Altamonte
Springs

JAMES A. FOWLER, City Attorney

ATTEST: _____
ANGELA M. APPERSON, City Clerk

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of [] physical
presence or [] online notarization, this ____ day of _____, 20____, by PAT
BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF
ALTAMONTE SPRINGS, who are personally known to me and they acknowledged
executing the same freely and voluntarily under authority vested in them and that the seal
affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

Signature of Notary Public

AFFIX NOTARY SEAL

Print Notary Name

LISTS OF EXHIBITS TO FOLLOW:

EXHIBIT "A" – **WHOLESALE SEWER SERVICE AREA AND
METER LOCATIONS**

EXHIBIT "B" – **STANDBY CHARGE**

EXHIBIT “A”

**WHOLESALE SEWER SERVICE AREA
AND
METER LOCATIONS**

EXHIBIT "A"

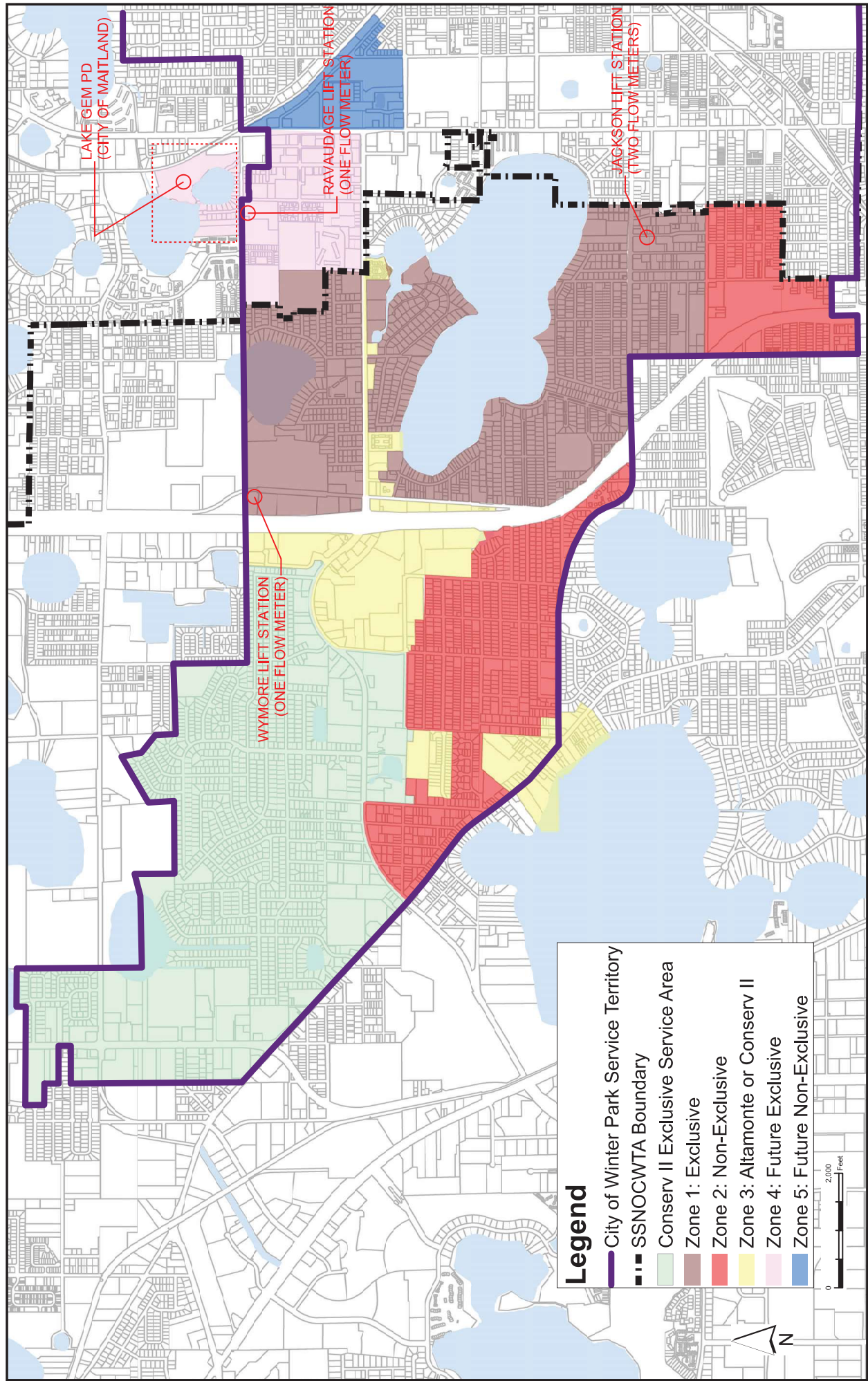


EXHIBIT “B”

STANDBY CHARGE

Formula for Applying the Stand-By Charge (Monthly)

$(\$200/\text{MG})(\text{Unused Capacity}) = \$200 (\text{Total Reserved Capacity} - \text{Actual Flows}) = \$200 \times [(R \times d) - A] = \text{Stand-By Charge}$

R = Total Reserved Capacity (MGD)

d = Days in Billing Period

A = Actual flow in MG for Billing Period

Example: If wholesale customer has a Total Reserved Capacity of 2 MGD, and a monthly usage of 15 MG, the stand-by charge would be calculated as follows:

$$\$200 [(2 \times 31)] - 15 = \$9,400$$

Where:

R = 2 MGD

d = 31 days

A = 15 MG (used during month)



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date August 24, 2022
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

FY23 Budget Update and Commissioner Suggestions

motion / recommendation

background

Staff will provide an update regarding state revenue estimates and the effect on the budget as well as provide opportunity for Commissioners to suggest and approve changes to the budget.

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date August 24, 2022
prepared by Michelle del Valle	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

FY 2023 1st Qtr Commission Meeting and Work Session Schedule

motion / recommendation

1. Approve FY 2023 1st Qtr meeting schedule
2. Cancel November 23, 2023 Commission Meeting
3. Cancel December 28, 2023 Commission Meeting

background

The City Commission has adopted a practice of holding Commission Work Sessions on the Thursday following the Commission Meetings to spend time on developing topics ahead of formal public hearings or decisions. Attached is the suggested schedule for the **First Quarter of FY 2023**. Additionally, this schedule includes changes to the September 2022 work session schedule.

Historically, the City Commission has canceled the second meeting in November and December for holidays. The attached schedule coupled with the suggested action would formalize the cancellations.

alternatives / other considerations

The City Commission may modify or change the suggested meeting schedule or topics. Two work session slots have been left open for new potential topics.

fiscal impact

ATTACHMENTS:

[1st qtr FY 23 Meeting Schedule.docx](#)

FY 23 Commission Meetings and Work Sessions October - December 2022

Date	Meeting/Activity
Wednesday, September 14, 2022	Regular Commission Meeting
Thursday, September 15, 2022; 1- 3 p.m.	Single Family Residential Zoning Updates
Wednesday, September 28, 2022	Regular Commission meeting
Thursday, September 29, 2022; 1-3 p.m.	Internet Bandwidth, Speed and Security
Wednesday, October 12, 2022	Regular Commission Meeting
Thursday, October 13, 2022; 1-3 p.m.	Sustainability Action Plan
Wednesday, October 26, 2022	Regular Commission Meeting
Thursday, October 27, 2022; 1-3 p.m.	Work Session – TBD
Wednesday, November 9, 2022	Regular Commission Meeting
Thursday, November 10, 2022	Annexation
Wednesday, November 23, 2022	Commission Meeting Canceled – Holiday
Thursday, November 24, 2022	Work Session Canceled – Holiday
Wednesday, December 14, 2022	Regular Commission Meeting
Thursday, December 15, 2022	Work Session – TBD
Wednesday, December 28, 2022	Commission Meeting Canceled – Holiday
Thursday, December 29, 2022	Work Session Canceled – Holiday



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in-person.)	meeting date August 24, 2022
prepared by Allison McGillis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Resolution 2264-22 - designating the property at 331 W. Lyman Avenue, built in 1958, to the Winter Park Register of Historic Places.

motion / recommendation

Staff Recommendation is for Approval of the Resolution.

background

Mrs. Martha Bryant-Hall, property owner of 331 W. Lyman Avenue (Mrs. Hall is also the Agent for H-Mob Properties LLC, listed by Orange County as Owner), submitted a Historic Designation Application to the Historic Preservation Board (HPB) on June 8, 2016. Her home at 331 W. Lyman Avenue was built in 1958, by her husband, the Reverend Jerry Hall, following the taking of his original home on land that is now known as Martin Luther King, Jr. Park on Denning Drive. This action was taken by the City of Winter Park in order to keep the path of the proposed Interstate/Highway out of Winter Park.

HPB denied the request to historically designate the home at 331 W. Lyman Avenue at their August 24, 2016 meeting on the grounds that the home did not meet the criteria of Ordinance No. 3024-15, citing Division 3. Designation of Historic Landmarks, Resources or Districts, Section 58-456.

Following the HPB Board's denial, staff wrote a letter advising Mrs. Hall of the HPB denial of her Application for Historic Designation, dated August 29, 2016, which outlined her right to appeal this decision to the City Commission. Following the receipt of such letter, Mrs. Hall filed an Appeal of HPB's decision on September 13, 2016.

On October 24, 2016, the City Commission of the City of Winter Park supported the Appeal to overturn HPB's decision regarding the Historic Designation of the home at 331

W. Lyman Avenue, and therefore qualified the home to receive an historic plaque signifying it as a Historic Resource within the City of Winter Park.

Since the Historic Designation of 331 W. Lyman Avenue was decided based on an Appeal of HPB's decision to the City Commission, there was never a Resolution prepared with the agenda item. The request before the Commission today is to reaffirm this previous action by the City Commission via a Resolution to designate this property to the Winter Park Register of Historic Places.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Resolution_331_W._Lyman_Avenue.pdf](#)

RESOLUTION 2264-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 331 W. LYMAN AVENUE, 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 City Commission has determined and recommended that the property at 331 W. Lyman Avenue with the existing home built in 1958, is an example of the architecture popular during that period within the Hannibal Square neighborhood.

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 the property at 331 W. Lyman Avenue as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 24th day of August, 2022.

Philip M. Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk



City Commission agenda item

item type Public Hearings: Non-Quasi-Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date August 24, 2022
prepared by Allison McGillis	approved by
board approval	
strategic objective	

subject

Ordinance amending Chapter 58, Section 58-95 and add Section 58-170 governing artificial turf requirements. (1st Reading) **Tabled from August 10, 2022 meeting. (Request to withdraw by staff for further review.)**

motion / recommendation

Recommendation is to withdraw the Ordinance in order for staff to do additional research on artificial turf and to review how surrounding cities/counties handle artificial turf regulations.

background

Staff is recommending to withdraw the Ordinance in order to do additional research on artificial turf and to review how surrounding cities/counties handle artificial turf regulations.

The City is proposing an amendment to the Zoning and Stormwater Codes to provide specific regulations for the types of artificial turf which will be considered as pervious or impervious and providing standards for the installation and maintenance of pervious artificial turf.

Summary

In March/April of 2021, this Ordinance outlining new regulations for artificial turf was recommended for adoption by the Planning and Zoning Board and approved on first reading by the City Commission. At the second reading, the Commission asked about the use of artificial turf in street front locations and whether setbacks were advisable. This revised Ordinance now prohibits the use of artificial turf in any street front yard or side street yard areas. It also requires a five-foot setback to any side or rear property line so that there is a buffer of grass/dirt just in case the permeability of the artificial turf is overwhelmed by the intensity of a storm event.

This Ordinance originated because City staff has been challenged with an increase in the number of permits for the installation of artificial turf and the challenges in determining the degree to which these products, after installation, function as pervious or impervious surfaces. The City staff has held a number of work sessions with the P&Z Board discussing the variety of artificial turf products, the methods of installation and maintenance and how the different products and installation applications result in a large disparity in the degree to which they function as pervious surfaces.

The end result of the time spent with the P&Z Board on this topic has resulted in an Ordinance which clearly defines the types of artificial turf that can be considered as pervious (backing of a woven material versus solid with periodic holes) and the method and base upon which it is installed in order to function as a pervious surface. The ordinance also includes maintenance requirements in order to continue to function as a pervious surface.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Ord. for Artificial Turf Regulations updated 8-15-2022.docx](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, CITY OF WINTER PARK CODE OF ORDINANCES, LAND DEVELOPMENT CODE; AMENDING SECTION 58-95 AND ADDING SECTION 58-170 GOVERNING ARTIFICIAL TURF REQUIREMENTS; PROVIDING FOR DEFINITIONS; PROVIDING REQUIREMENTS FOR INSTALLATION AND MAINTENANCE OF IMPERVIOUS AND PERVIOUS ARTIFICIAL TURF; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Land Development Code currently limits the amount of impervious surface that may be utilized in residential and commercial development; and

WHEREAS, the City wishes to clarify that artificial turf, which is a grass mat manufactured with man-made materials used to replicate natural grass, can constitute an impervious surface subject to the relevant City regulations; and

WHEREAS, the City further wishes to clarify and enact regulations governing the installation of artificial turf; and

WHEREAS, the City finds that this Ordinance advances the interests of the public health, safety, and welfare.

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

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Amendment of City Code. Section 58-95 of Chapter 58, Article III of the City Code of Ordinances is hereby amended, and a new Section 58-170 is hereby created in Chapter 58, Article V, Division 1 of the City Code of Ordinances, all as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; stars * * * * indicate breaks between sections, subsections, or paragraphs and do not indicate changes to the City Code; provisions not included are not being amended):

Sec. 58-95. - Definitions.

For the purposes of this article, certain terms or words used herein shall be interpreted as follows:

* * * *

Artificial Turf or synthetic grass means an artificial grass mat manufactured with man-made materials such as polypropylene, polyethylene, and/or other materials, which is used to replicate the appearance of natural grass.

* * * *

Impervious coverage means the percentage of the lot land area that is covered with impervious materials such as building, swimming pools (including pool water and pool decks), decks, patios,

driveways, etc. Artificial turf shall also be considered an impervious coverage unless specifically designed with the backing of a uniform (every square inch) woven material, which precludes the use of a solid backed material with periodic holes, and with a proper porous permeable underlying material such as gravel, and signed/sealed by a professional engineer using typical standards set by the American Society for Testing and Materials (ASTM). Standard engineering coefficients of permeability shall be utilized for mixed surfaces, and artificial turf that is not considered impervious coverage shall have a standard coefficient of permeability similar to natural grass, and a minimum rate of thirty (30) inches per hour uniformly (every square inch) across the artificial turf. Land located across a street and separated from the building site shall not be included in the available land area calculation.

* * * *

Sec. 58-170. – Artificial Turf Installation. The following requirements shall govern the installation of artificial turf.

a) Impervious installations

- 1) A permit shall be required to install.
- 2) New total impervious area coverage to include the artificial turf shall be submitted with the permit application.
- 3) Proof of permeability is not required.
- 4) The first one inch of stormwater runoff from the artificial turf must be retained on site in accordance with Sec. 58-163.
- 5) Installations are not allowed under tree canopies.
- 6) Installations are not permitted in any front or side street facing yard areas and not allowed within five (5) feet of any side or rear property line.

b) Pervious installations

- 1) A permit shall be required to install.
- 2) Artificial turf shall have a backing of a uniform (every square inch) woven material, which precludes the use of a solid backed material with periodic holes.
- 3) The required minimum rate of permeability shall be thirty (30) inches per hour uniformly (every square inch) across the artificial turf.
- 4) Underlying material (gravel, drainfield rock, sand setting, fabric, etc.) shall be included in the design per the manufacturer's specifications to meet the minimum rate of permeability.
- 5) Prior to installation of artificial turf, the property owner shall enter into an agreement, with and in a form acceptable to the City, providing for property owner's and its successors' and assigns' scheduled maintenance activities and annual reports thereof to the City. Among other things, such agreement may provide for: (i) property owner's requirement to

remove and/or replace the artificial turf in the future if the artificial turf ceases to function as designed and permitted, is not properly maintained and/or if the expiration of the artificial turf's life expectancy occurs; (ii) the City's remedies in the event property owner fails to comply with its maintenance, repair and replacement obligations; and (iii) property owner's indemnification and hold harmless of the City and its officials and employees with respect to the artificial turf installation, maintenance and repair, including any drainage problem that may arise therefrom.

- 6) Installations are not permitted in any front or side street facing yard areas and not allowed within five (5) feet of any side or rear property line.

c) Maintenance of artificial turf. The property owner shall routinely maintain artificial turf, including cleaning, brushing, debris removal, repairing and replacement. Such maintenance activities shall ensure that artificial turf continues to function as designed and permitted. The aforesaid requirements of this subsection (c) apply to all artificial turf installed within the city limits whether such: (i) was installed prior or after the adoption of this subsection, or (ii) was not required to obtain a permit or enter into an agreement required by this section at the time of its installation. The property owner's failure to maintain, repair and/or replace artificial turf in compliance with this section or any agreement entered into with the City as required herein shall constitute a violation of this subsection.

SECTION 3. Codification. Section 2 of this Ordinance shall be codified into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida (the "Effective Date"), and shall apply to all applications for permits received on or after the Effective Date.

ADOPTED this ____ day of _____, 2022, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION
CITY OF WINTER PARK

Phillip Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk



City Commission agenda item

item type Public Hearings: Non-Quasi-Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date August 24, 2022
prepared by Allison McGillis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance 3249-22- Amending Chapter 58 "Land Development Code" Article III, "Zoning Regulations" Section 58-72 "Office (O-1) District" and Section 58-76 "Commercial (C-3) District" so as to amend the development standards regarding setbacks. (2nd reading) **Tabled from August 10, 2022 meeting.**

motion / recommendation

Staff and P&Z Board recommendation is for approval of the Ordinance as presented.

background

This Ordinance was tabled at the August 10, 2022 meeting due to concerns raised by the Commission regarding utility easements, and how these setback changes could impact existing and/or future easements. Planning staff has review this Ordinance with the Water & Wastewater and Electric Utility departments and has confirmed that they do not have any issues with the Ordinance as presented.

Summary

This zoning text amendment is to amend the front setback for properties fronting on Fairbanks Avenue with Office (O-1) zoning, and rear setbacks for properties that are not abutting residential properties with Office (O-1) and Commercial (C-3) zoning citywide.

Front Setback Analysis

This amendment to change the front setback along Fairbanks Avenue in O-1 from 15 feet on the north side and 20 feet on the south side of Fairbanks Avenue to 10 feet on both sides will bring the front setbacks consistent along both sides of the street. Furthermore, this change was implemented in 2017 for properties along Fairbanks Avenue with C-3 zoning, but was overlooked for O-1 properties since there are far less properties with O-1 zoning fronting on Fairbanks Avenue.

The original desire for the larger front setback was when the city thought that additional easement on private property was needed for the electrical undergrounding project, but that is not the case and therefore the front setback along Fairbanks Avenue should be consistent on both sides of the street and the same as C-3 zoned properties.

Rear Setback Analysis

This amendment also includes a change the rear setback for properties zoned C-3 and O-1 from 30 feet to 10 feet, if the rear of the property is not abutting a residentially zoned property and if the building is oriented towards the front of the lot.

The original intent for the increased rear setback was to encourage development at the front of the lot with parking in the rear, and to provide a larger buffer when adjacent to residential properties. However, if the lot is not abutting residential, requiring a 10-foot setback (same as the front) is more reasonable. Also, sometimes with smaller lots that do not have much width, the larger 30-foot setback creates a problem in the rear of the lot. This amendment will allow a building to be oriented along one side of the lot and span the entire length of the lot (if not abutting residential) and still keep the majority of the parking lot hidden from the front.

Side Setback Analysis

The last portion of this amendment includes a removal of a section in the development standards for both O-1 and C-3, which permits a person constructing a building in either zoning district to combine the minimum side yard setbacks and provide them on only one side of the lot with approval from the Planning & Zoning Board. The procedure to do this is to submit a site plan showing the locations of the proposed building as well as the location of existing adjacent buildings to the Planning & Zoning Board for approval, as long as the property is not adjacent to a residentially-zoned parcel. The effect of striking this section gives this side setback variance authority back to the Board of Adjustments, the Board who normally approves this type of side setback variance.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Ordinance_Amending_O-1__C-3_setbacks 2nd reading.docx](#)

ORDINANCE 3249-22

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA,
AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III,
"ZONING REGULATIONS" SECTION 58-72 "OFFICE (O-1) DISTRICT"
AND SECTION 58-76 "COMMERCIAL (C-3) DISTRICT" SO AS TO
AMEND THE DEVELOPMENT STANDARDS REGARDING SETBACKS;
PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND
EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the 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;

WHEREAS, the City Commission hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan.

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" of the Code of Ordinances, Section 58-72 "Office (O-1) District" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-72. Office (O-1) district.

(f) Development standards.

(1) Any building constructed within this district shall adhere to the following minimum or required setbacks for front, rear and side yards. The front setback from all streets shall be a minimum of ten feet from the property line and a minimum of 15 feet on Orlando Avenue ~~and on the north side of Fairbanks Avenue and 20 feet on the south side of Fairbanks Avenue~~. For properties along Orange Avenue, the front setback may be reduced to the average front setback of the existing buildings within that block if approved by the city commission. Side yard setbacks shall be a minimum of five feet from each property line unless the parcel shares a common line with a residentially-zoned parcel, then a 15-foot setback shall be observed. The rear setback shall be a minimum of 30 feet from the property line. The rear setback may be reduced to 10 feet from the property line if the rear yard does not abut a residentially zoned property, and if the

building is oriented towards the front of the property. However, within the Hannibal Square Neighborhood Commercial District area, as set forth in this section, new buildings shall have a required ten-foot front setback and may be permitted zero-foot side setbacks unless the parcel shares a common line with a residentially-zoned parcel, then a 15-foot side setback shall be observed. For any required front setback, the distance may be increased upon the determination by the public works director and police chief that a traffic sight distance safety problem may exist, to the extent required to remedy the problem.

~~(2) If a person constructing a building within this district desires to combine the minimum side yard setbacks and provide them on only one side of the lot, a site plan showing the locations of the proposed building as well as the location of existing adjacent buildings must be submitted to the planning and zoning commission for approval prior to the issuance of a building permit. This reduction to the required side setback, however, shall not be permitted if adjacent to a residentially-zoned parcel.~~

SECTION 2. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-76 "Commercial (C-3) District" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-76. Commercial (C-3) district.

(e) Development standards.

(1) Any building constructed within this district shall adhere to the following minimum or required setbacks for front, rear and side yards. The front setback to all streets shall be a minimum of ten feet from the property line and a minimum of 15 feet on Orlando Avenue. For properties along Orange Avenue, the front setback may be reduced to the average front setback of the existing buildings within that block if approved by the city commission. Side yard setbacks shall be a minimum of five feet from each property line, unless the parcel shares a common line with a residentially-zoned parcel, then a 15-foot setback shall be observed. The rear setback shall be a minimum of 30 feet from the property line unless the rear yard abuts a residentially zoned parcel, then a 35-foot setback shall be observed. The rear setback may be reduced to 10 feet from the property line if the rear yard does not abut a residentially zoned property, and if the building is oriented towards the front of the property. However, within the Hannibal Square Neighborhood Commercial District area, as set forth in this section, new buildings shall have a required ten-foot front setback and may be permitted zero-foot side setbacks, unless the parcel shares a common line with a

residentially-zoned parcel, then a 15-foot setback shall be observed. For any required front setback, the distance may be increased upon the determination by the public works director and police chief that a traffic sight distance safety problem may exist, to the extent required to remedy the problem.

~~(2) If a person constructing a building within this district desires to combine the minimum side yard setbacks and provide them on only one side of the lot, a site plan showing the locations of the proposed building as well as the location of existing adjacent building must be submitted to the planning and zoning commission for approval prior to the issuance to a building permit to ensure sufficient compatibility with adjacent properties. This reduction to the required side setback, however, shall not be permitted if adjacent to a residentially-zoned parcel.~~

SECTION 3. CODIFICATION. Section 1 and Section 2 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances.

SECTION 4. 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 5. 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 6. 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 24th day of August, 2022.

By: _____
Mayor Philip M. Anderson

ATTEST:
By: _____
Rene Cranis, City Clerk



City Commission **agenda item**

item type Public Hearings: Non-Quasi-Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date August 24, 2022
prepared by Wes Hamil	approved by Wes Hamil, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Fee Schedule Effective October 1, 2022

motion / recommendation

Approve changes to the City's fee schedule to become effective October 1, 2022

background

Attached is a summary of proposed changes to the City's fee schedule which, if approved, would become effective October 1, 2022.

alternatives / other considerations

Deny or revise proposed changes

fiscal impact

The summary of changes includes an estimated impact for each change

ATTACHMENTS:

[Fee Schedule - October 1, 2022.pdf](#)

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
Building:		
Building permit		0.80% of valuation
Plan review fee		0.750% of valuation
Reinspection fee	30.00	0.375% of valuation
		50.00
Permit and plan review revenues are exceeding costs of service. This reduction will help align fees with associated costs by reducing revenues by approximately \$175,000		
Garbage:		
Residential collection service	18.71	19.36
Residential collection service - each additional solid waste cart	9.40	9.73
Delivery and maintenance charge for each additional solid waste cart	82.88	85.78
Side door service	37.42	38.73
Residential bulk pickup - up to two cubic yards	83.03	85.94
Residential bulk pickup - for each cubic yard above two	34.60	35.81
Bulk yard waste in excess of three cubic yards - per additional cubic yard	12.37	12.80
Delivery and maintenance charge for each additional garbage cart	82.88	85.78
Residential bulk pickup - up to two cubic yards (requires photo and city approval prior to collection)	83.03	85.94
Bulk yard waste in excess of three yards (per each additional yard)	34.60	35.81
Multi-family and commercial solid waste - uncompacted:	12.37	12.80
2 yard container:		
Serviced 1 times per week	57.69	59.71
Serviced 2 times per week	116.54	120.62
Serviced 3 times per week	176.54	182.71
Serviced 4 times per week	237.69	246.01
Serviced 5 times per week	300.00	310.50
Serviced 6 times per week	363.46	376.18
Serviced 7 times per week	428.08	443.07
Additional pickups (per pickup)	26.63	27.57
3 yard container:		
Serviced 1 times per week	86.97	90.01
Serviced 2 times per week	175.68	181.83
Serviced 3 times per week	266.13	275.45
Serviced 4 times per week	358.32	370.87
Serviced 5 times per week	452.27	468.10
Serviced 6 times per week	547.93	567.11
Serviced 7 times per week	645.34	667.93
Additional pickups (per pickup)	39.95	41.35
4 yard container:		
Serviced 1 times per week	116.54	120.62
Serviced 2 times per week	236.54	244.81
Serviced 3 times per week	356.53	369.01
Serviced 4 times per week	480.01	496.81
Serviced 5 times per week	605.77	626.97
Serviced 6 times per week	733.85	759.53
Serviced 7 times per week	864.23	894.48

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
Additional pickups (per pickup)	53.53	55.41
6 yard container:		
Serviced 1 times per week	175.67	181.82
Serviced 2 times per week	354.80	367.22
Serviced 3 times per week	537.41	556.22
Serviced 4 times per week	723.46	748.78
Serviced 5 times per week	912.98	944.93
Serviced 6 times per week	1,105.96	1,144.67
Serviced 7 times per week	1,302.41	1,347.99
Additional pickups (per pickup)	80.50	83.32
8 yard container:		
Serviced 1 times per week	235.38	243.62
Serviced 2 times per week	475.39	492.03
Serviced 3 times per week	720.00	745.20
Serviced 4 times per week	969.23	1,003.15
Serviced 5 times per week	1,223.08	1,265.89
Serviced 6 times per week	1,481.54	1,533.40
Serviced 7 times per week	1,744.62	1,805.68
Additional pickups (per pickup)	107.60	111.37
95G cart commercial collection service (per cart)	28.66	29.67
95G cart delivery and maintenance charge for each cart	82.88	85.78
Multi-family and commercial solid waste - compacted:		
2 yard container:		
Serviced 1 times per week	95.41	98.75
Serviced 2 times per week	194.64	201.45
Serviced 3 times per week	297.69	308.11
Serviced 4 times per week	404.55	418.71
Serviced 5 times per week	515.23	533.26
Serviced 6 times per week	629.72	651.76
Serviced 7 times per week	748.04	774.22
Additional pickups (per pickup)	66.08	68.40
3 yard container:		
Serviced 1 times per week	143.83	148.86
Serviced 2 times per week	293.40	303.67
Serviced 3 times per week	448.68	464.38
Serviced 4 times per week	609.68	631.02
Serviced 5 times per week	776.42	803.60
Serviced 6 times per week	948.88	982.09
Serviced 7 times per week	1,127.07	1,166.52
Additional pickups (per pickup)	99.33	102.80
4 yard container:		
Serviced 1 times per week	192.73	199.47
Serviced 2 times per week	393.10	406.86
Serviced 3 times per week	601.10	622.13
Serviced 4 times per week	816.74	845.32
Serviced 5 times per week	1,040.00	1,076.40
Serviced 6 times per week	1,270.90	1,315.38
Serviced 7 times per week	1,509.43	1,562.26
Additional pickups (per pickup)	132.61	137.25
6 yard container:		

City of Winter Park Fee Schedule

	Current Fee	Proposed Fee
Serviced 1 times per week	290.54	300.70
Serviced 2 times per week	592.51	613.25
Serviced 3 times per week	905.94	937.65
Serviced 4 times per week	1,230.83	1,273.91
Serviced 5 times per week	1,567.16	1,622.01
Serviced 6 times per week	1,914.93	1,981.95
Serviced 7 times per week	2,274.17	2,353.76
Additional pickups (per pickup)	199.31	206.29
8 yard container:		
Serviced 1 times per week	389.16	402.78
Serviced 2 times per week	793.84	821.62
Serviced 3 times per week	1,213.65	1,256.13
Serviced 4 times per week	1,648.74	1,706.44
Serviced 5 times per week	2,099.09	2,172.55
Serviced 6 times per week	2,564.70	2,654.47
Serviced 7 times per week	3,045.58	3,152.18
Additional pickups (per pickup)	266.10	275.42
Open Top Roll-Off - Per Pull Fee (all sizes)		
Compactor - Vertical - Lease	238.46	246.81
Compactor - 15 cubic yards - Lease	254.36	263.26
Compactor - 20 cubic yards - Lease	508.72	526.52
Compactor - 30 cubic yards - Lease	540.51	559.43
Compactor - 40 cubic yards - Lease	572.31	592.34
Compactor - Per Pull Fee (all sizes)	604.11	625.25
Delivery	238.46	246.81
Deoderizer	91.90	95.12
Front Load Maintenance	167.56	173.42
Gates	376.08	389.24
Lock Bar	22.67	23.46
Lock Bar (shared)	32.47	33.60
Locks	16.23	16.80
Receiver Box	32.47	33.60
Roll Out	216.03	223.59
Wheels	45.46	47.05

All garbage rates were increased by 3.50% based on the CPI indexes in the City's contract with Waste Pro. The total impact of this rate increase to City revenues will be approximately \$150,000

Monthly Stormwater Utility Fees:

Single family residential property: (based on square feet of impervious area:

Class	Number of companies	Mean	Standard deviation	Median	Mode	Skewness	Kurtosis
Class 1 (1,099 and smaller)	1	6.92	7.27				
Class 2 (1,100 and 1,699)	1	8.65	9.08				
Class 3 (1,700 and 2,299)	1	10.38	10.90				
Class 4 (2,300 and 2,899)	1	12.14	12.75				
Class 5 (2,900 and 3,499)	1	13.87	14.56				
Class 6 (3,500 and 4,099)	1	15.59	16.37				

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
Class 7 (4,100 and 4,699)	17.34	18.21
Class 8 (4,700 and 5,299)	19.07	20.02
Class 9 (5,300 and 5,899)	20.79	21.83
Class 10 (5,900 and 6,499)	22.74	23.88
Class 11 (6,500 and 7,099)	24.28	25.49
Class 12 (7,100 and 7,699)	26.01	27.31
Class 13 (7,700 and 8,299)	27.73	29.12
Class 14 (8,300 and 8,899)	29.47	30.94
Class 15 (8,900 and higher)	31.21	32.77
Multi-family residential property:		
Apartment unit - per dwelling unit	8.65	9.08
Condominium unit - per dwelling unit	8.65	9.08
Duplex - per dwelling unit	8.65	9.08
Non-residential/commercial property (per ERU) (ERU = Equivalent Residential Unit of 2,324 sq. ft.)	12.14	12.75

5% increase in stormwater rates is projected to provide additional revenues of \$180,000 to maintain and improve stormwater infrastructure

Utilities:

Water, irrigation, sewer, reclaimed water and fire line rates:

Water:		
Inside City:		
Residential & multi-family customers:		
Base Charge 3/4" meter	9.09	9.50
Base Charge 1" meter	22.73	23.75
Base Charge 1.5" meter	45.44	47.50
Base Charge 2" meter	72.69	75.98
Base Charge 3" meter	145.38	151.97
Base Charge 4" meter	227.17	237.46
Base Charge 6" meter	454.32	474.90
Base Charge 8" meter	726.92	759.85
Base Charge 10" meter	1,044.93	1,092.27
Additional unit charge	4.90	5.12
Rate block 1	1.27	1.33
Rate block 2	1.89	1.98
Rate block 3	2.71	2.83
Rate block 4	3.62	3.78
Rate block 5	4.64	4.85
Rate block 6	6.74	7.05
Commercial/public authority customers:		
Base Charge 3/4" meter	9.09	9.50
Base Charge 1" meter	22.71	23.74
Base Charge 1.5" meter	45.44	47.50
Base Charge 2" meter	72.69	75.98

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022

	Current Fee	Proposed Fee
Base Charge 3" meter	145.38	151.97
Base Charge 4" meter	227.17	237.46
Base Charge 6" meter	454.32	474.90
Base Charge 8" meter	726.92	759.85
Base Charge 10" meter	1,044.93	1,092.27
Rate block 1	1.27	1.33
Rate block 2	1.89	1.98
Rate block 3	2.71	2.83
Rate block 4	3.62	3.78
Rate block 5	4.64	4.85
Outside City:		
Residential customers:		
Base Charge 3/4" meter	11.36	11.87
Base Charge 1" meter	28.41	29.70
Base Charge 1.5" meter	56.82	59.39
Base Charge 2" meter	90.91	95.03
Base Charge 3" meter	181.81	190.05
Base Charge 4" meter	284.09	296.96
Base Charge 6" meter	568.17	593.91
Base Charge 8" meter	909.06	950.24
Base Charge 10" meter	1,306.78	1,365.98
Additional unit charge	6.12	6.40
Rate block 1	1.61	1.68
Rate block 2	2.37	2.48
Rate block 3	3.40	3.55
Rate block 4	4.52	4.72
Rate block 5	5.81	6.07
Rate block 6	8.42	8.80
Commercial/public authority customers:		
Base Charge 3/4" meter	11.36	11.87
Base Charge 1" meter	28.41	29.70
Base Charge 1.5" meter	56.82	59.39
Base Charge 2" meter	90.91	95.03
Base Charge 3" meter	181.81	190.05
Base Charge 4" meter	284.09	296.96
Base Charge 6" meter	568.17	593.91
Base Charge 8" meter	909.06	950.24
Base Charge 10" meter	1,306.78	1,365.98
Rate block 1	1.61	1.68
Rate block 2	2.37	2.48
Rate block 3	3.40	3.55
Rate block 4	4.52	4.72
Rate block 5	5.81	6.07
Irrigation:		
Inside City:		
Base Charge 3/4" meter	9.09	9.50
Base Charge 1" meter	22.71	23.74

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022

	Current Fee	Proposed Fee
Base Charge 1.5" meter	45.44	47.50
Base Charge 2" meter	72.69	75.98
Base Charge 3" meter	145.38	151.97
Base Charge 4" meter	227.17	237.46
Base Charge 6" meter	454.32	474.90
Base Charge 8" meter	726.92	759.85
Base Charge 10" meter	1,044.93	1,092.27
Rate block 1	2.71	2.83
Rate block 2	3.62	3.78
Rate block 3	4.64	4.85
Rate block 4	6.74	7.05
Outside City:		
Base Charge 3/4" meter	11.36	11.87
Base Charge 1" meter	28.41	29.70
Base Charge 1.5" meter	56.82	59.39
Base Charge 2" meter	90.91	95.03
Base Charge 3" meter	181.81	190.05
Base Charge 4" meter	284.09	296.96
Base Charge 6" meter	568.17	593.91
Base Charge 8" meter	909.06	950.24
Base Charge 10" meter	1,306.78	1,365.98
Rate block 1	3.40	3.55
Rate block 2	4.52	4.72
Rate block 3	5.81	6.07
Rate block 4	8.42	8.80
Sewer:		
Inside City:		
Base Charge 3/4" meter	10.74	11.23
Base Charge 1" meter	26.85	28.07
Base Charge 1.5" meter	53.70	56.13
Base Charge 2" meter	85.92	89.81
Base Charge 3" meter	171.84	179.62
Base Charge 4" meter	268.50	280.66
Base Charge 6" meter	537.00	561.33
Base Charge 8" meter	859.20	898.12
Base Charge 10" meter	1,235.10	1,291.05
Additional unit charge	5.78	6.04
Charge per thousand gallons consumption	5.01	5.24
Outside City:		
Base Charge 3/4" meter	13.42	14.03
Base Charge 1" meter	33.55	35.07
Base Charge 1.5" meter	67.10	70.14
Base Charge 2" meter	107.35	112.21
Base Charge 3" meter	214.70	224.43
Base Charge 4" meter	335.47	350.67
Base Charge 6" meter	670.94	701.33
Base Charge 8" meter	1,073.50	1,122.13

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022

	Current Fee	Proposed Fee
Base Charge 10" meter	1,543.17	1,613.08
Additional unit charge	7.22	7.55
Charge per thousand gallons consumption	6.25	6.53
Reclaimed Water:		
Inside City:		
3/4" meter	9.09	9.50
1" meter	22.71	23.74
1.5" meter	45.44	47.50
2" meter	72.69	75.98
3" meter	145.38	151.97
4" meter	227.17	237.46
6" meter	454.32	474.90
8" meter	726.92	759.85
10" meter	1,044.93	1,092.27
Charge per thousand gallons consumption	1.02	1.07
Outside City:		
3/4" meter	11.36	11.87
1" meter	28.41	29.70
1.5" meter	56.82	59.39
2" meter	90.91	95.03
3" meter	181.81	190.05
4" meter	284.09	296.96
6" meter	568.17	593.91
8" meter	909.06	950.24
10" meter	1,306.78	1,365.98
Charge per thousand gallons consumption	1.27	1.33
Fire Line:		
Inside City:		
3/4" meter	-	-
1" meter	4.48	4.68
1.5" meter	-	-
2" meter	12.51	13.08
3" meter	25.13	26.27
4" meter	39.02	40.79
6" meter	78.55	82.11
8" meter	125.63	131.32
10" meter	180.66	188.84
12" meter	246.69	257.87
16" meter	357.71	373.91
Outside City:		
3/4" meter	-	-
1" meter	5.63	5.89
1.5" meter	-	-
2" meter	15.66	16.37
3" meter	31.39	32.81
4" meter	48.76	50.97

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
6" meter	98.17	102.62
8" meter	157.03	164.14
10" meter	225.82	236.05
12" meter	308.36	322.33
16" meter	447.14	467.40

The above adjustments reflect an overall increase in water and sewer revenues of 4.53% which equals the Price Index increase as published by the Public Service Commission as provided for in City Ordinance No. 2605-04. These increases will generate approximately \$350,000 in additional revenue.

Other Utility Fees:

Meter and service installation:

Inside City:		
3/4" meter	794.00	1,128.00
1" meter	845.00	1,196.00
1 1/2" meter	1,850.00	2,264.00
2" meter	2,047.00	2,764.00

Outside City:

3/4" meter	992.00	1,410.00
1" meter	1,060.00	1,495.00
1 1/2" meter	2,313.00	3,055.00
2" meter	2,562.00	3,455.00

Meter Relocation Fee:

Inside City:		
3/4" meter	490.00	674.00
1" meter	544.00	674.00

Outside City:

3/4" meter	838.00	842.00
1" meter	919.00	842.00

Sewer Laterals:

Inside City:		
0 - 6" deep	1,730.00	2,789.00
6 - 12' deep	3,850.00	3,489.00

Outside City:

0 - 6" deep	2,625.00	5,139.00
6 - 12' deep	5,798.00	6,424.00

Backflow Replacement Charges:

Inside City:		
1" PVB	180.00	220.00
1" Reduced pressure	240.00	310.00
1 1/2" PVB	515.00	730.00

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022

	Current Fee	Proposed Fee
1 1/2" Reduced pressure	425.00	570.00
2" PVB	585.00	845.00
2" Reduced pressure	490.00	660.00
Outside City:		
1" PVB	220.00	275.00
1" Reduced pressure	300.00	387.00
1 1/2" PVB	640.00	912.00
1 1/2" Reduced pressure	530.00	712.00
2" PVB	730.00	1,056.00
2" Reduced pressure	615.00	825.00
Utility disconnects for demolition:		
Inside City:		
Water Services:		
3/4" - 1"	60.00	126.00
Larger than 1"		actual cost
1 1/2" - 3"	84.00	actual cost
4"	132.00	actual cost
6"	158.00	actual cost
8"	199.00	actual cost
Sanitary Sewer Laterals:		
Up to 6" (per line), 6' deep or less	285.00	945.00
Up to 6" (per line), greater than 6' deep	575.00	2,530.00
Outside City:		
Water Services:		
3/4" - 1"	75.00	157.00
Larger than 1"		actual cost
1 1/2" - 3"	105.00	actual cost
4"	166.00	actual cost
6"	198.00	actual cost
8"	248.00	actual cost
Sanitary Sewer Laterals:		
Up to 6" (per line), 6' deep or less	370.00	1,182.00
Up to 6" (per line), greater than 6' deep	719.00	3,163.00
Police:		
Off-Duty Police Services (four hour minimum):		
Regular Off-Duty Rates per Hour:		
Police officer (request at least 7 days in advance)	45.00	47.00
Police officer (request less than 7 days in advance)	65.00	67.00
Details requiring a police supervisor	50.00	52.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

Road construction details		
Holiday Off-Duty Rates per Hour:		
Police officer	67.00	69.00
Details requiring a police supervisor	75.00	77.00

These increases will offset additional costs for paying the officers. Total additional revenue is approximately \$15,000

Fire:

CPR classes (per student)	35.00	40.00
CPR onsite training fee (per student)	5.00	10.00

Parks:

Adult sports team fees:		
Flag football and softball		
Men's basketball league team fee	450.00	500.00
	400.00	450.00

Cady Way, MLK, and Ward baseball, softball, and multi-purpose fields A-1, A-2, C and Showalter East 1 and 2:

Before 5:00, per hour	35.00	40.00
After 5:00, per hour	55.00	60.00
Saturday and Sunday	55.00	60.00
Field prep (lines), per field each time (standard lining multipurpose field)	50.00	55.00
Field prep (lines), per field each time (multi lining multipurpose field)	100.00	105.00
Field prep (lines), late reservations per multipurpose field Standard lines	100.00	110.00
Field prep (lines), for late reservations per multipurpose field Multi lines	150.00	155.00
Field prep (lines), per field each time (standard lining Baseball/Softball)	25.00	30.00
Field prep (lines), per field each time (specialty lining Baseball/Softball)	50.00	55.00
Field prep (lines), for late reservations per Baseball Softball field	50.00	55.00
All day (8:00 am to 9:00 pm)	400.00	450.00
All day (8:00 am to 9:00 pm) Weekend	650.00	700.00
Winter Park youth league fee	35.00	40.00

Ward Park Field B:

Before 5:00, per hour	45.00	50.00
After 5:00, per hour	70.00	75.00
Saturday and Sunday	70.00	75.00

Field prep (lines), per field each time (standard lining)	50.00	60.00
Field prep (lines), per field each time (multi lining)	100.00	110.00
Field prep (lines), for late reservations per field Standard lining (less than two business days)	100.00	110.00
Field prep (lines), for late reservations per field multi lining	150.00	160.00

All day (8:00 am to 9:00 pm)	500.00	550.00
All day (8:00 am to 9:00 pm) Weekend	900.00	1,000.00

Winter Park Youth League Field B:

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
Field B		
Field 7 batting cages (2 cages per hour):		
Cages 1 and 2		50.00
Cages 3 and 4		
		new fee 7.00
		new fee 7.00
Showalter Stadium:		
Track Only (less than 400 people, 2 hour minimum, includes starting blocks)		
Before 5:00 p.m., per hour	30.00	35.00
After 5:00 p.m., per hour	55.00	60.00
Saturday/Sunday	55.00	60.00
Full Day 8:00 a.m. to 5:00 p.m.	250.00	300.00
Full Evening 5:00 p.m. to 10:00 p.m.	250.00	300.00
Full Day Weekend 8:00 a.m. to 5:00 p.m.	400.00	450.00
Field Only (less than 400 people, 2 hour minimum,)		
Before 5:00 p.m., per hour	50.00	55.00
After 5:00 p.m., per hour	75.00	80.00
Saturday/Sunday	75.00	80.00
Full Day 8:00 a.m. to 5:00 p.m.	350.00	400.00
Full Evening 5:00 p.m. to 10:00 p.m.	350.00	400.00
Full Day Weekend 8:00 a.m. to 5:00 p.m.	500.00	550.00
Stadium (includes scoreboard, track, equipment package):		
Before 5:00 p.m., per hour	175.00	180.00
After 5:00 p.m., per hour	275.00	280.00
Saturday/Sunday	275.00	280.00
Full Day 8:00 a.m. to 5:00 p.m.	1,500.00	1,550.00
Full Evening 5:00 p.m. to 10:00 p.m.	1,350.00	1,400.00
Full Day Weekend 8:00 a.m. to 5:00 p.m.	2,000.00	2,500.00
Youth after school program:		
Non-resident (monthly)	75.00	85.00
Middle School after school program:		
Resident, registration fee	25.00	50.00
Non-resident registration	50.00	100.00
School's out program:		
Resident, per day	15.00	20.00
Non-resident, per day	20.00	25.00
After school participant	10.00	15.00
Holiday camps:		
Half day, after school participant	25.00	30.00
Full day, after school participant	35.00	30.00
Kid night out:		
Resident registration fee	7.00	8.00
Non-resident registration fee	8.00	10.00
Community Center & Cady Way Pool:		
Daily (Resident, Military or 1 st Responder)	2.00	3.00
Daily (non-resident)	5.00	6.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
Group rate (residents, over 15 guests in a group, per group member)	1.50	2.00
Group rate (non-residents, over 15 guests in a group, per group member)	4.00	5.00
Ten visit punch pass (resident)	15.00	20.00
Ten visit punch pass (non-resident)	35.00	40.00
Pool rental:		
Less than 30 guests	100.00	150.00
Additional hourly fee per fifteen guests over initial thirty guests	15.00	17.00
Deposit	100.00	150.00
Individual and Family Passes valid for 6 months (October-March or April-September)		
Individual Pool Pass – (Resident, Military or 1 st Responder)	55.00	65.00
Individual Pool Pass – (non-resident)	85.00	100.00
Family Pool Pass – (residents, up to 5 family members per pass)	150.00	180.00
Family Pool Pass – (non-residents, up to 5 family members per pass)	230.00	275.00
Lap Swim Pass 4 Seasons: summer – June to August, fall – September to November, Winter – December to February and Spring – March to May:		
Lap Swim Pass – (Resident, Military or 1 st Responder)	35.00	40.00
Lap Swim Pass – (non-resident)	50.00	60.00
Swim Lessons:		
Resident Group lessons	35.00	40.00
Non-Resident Group lessons	50.00	60.00
Semi Private Lessons (up to 2 people)		
1 lesson	35.00	40.00
5 lessons	140.00	160.00
10 Lessons	235.00	250.00
Fitness/Weight Room:		
Corporate Rate	300.00	350.00
Green Fees (Residents/Non-residents) 9 Hole Course:		
Non Resident Monday - Thursday	18.00	20.00
Non Resident Friday – Sunday, Holidays	22.00	25.00
Replay rate for all players	9.00	10.00
Annual play pass:		
Resident	1,000.00	1,100.00
Non-resident	1,500.00	1,650.00
Winter Park Pines:		
Green Fees (Residents/Non-residents) 18 Hole Course with cart:		
Resident Monday-Thursday	27.00	34.00
Non Resident Monday - Thursday	27.00	39.00
Resident Friday – Sunday, Holidays	31.00	39.00
Non Resident Friday – Sunday, Holidays	31.00	45.00
9 Holes + Twilight (after 3 pm):		
Resident	22.00	24.00
Non Resident	22.00	28.00
Annual Play Pass:		
Single Full Membership Resident	941.20	1,100.00
Single Full Membership Non-resident	941.20	1,650.00
Add Youth Family Member Resident		550.00
Add Youth Family Member Non-Resident		825.00
Driving Range:		

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
Large bag of range balls (50)	6.00	7.00
Small bag of range balls (15)	2.50	3.00
(20) Large bags of range balls	102.00	125.00
Cart Fees:		
18 Holes	12.00	15.00
9 Holes	9.00	10.00
Tennis Tournament Fees (includes tax):		
30% discount off tournament fee for verified non-profits		
Weekday Night scramble (36 person minimum)	1,000.00	1,100.00
Weekend Night scramble (36 person minimum)	1,900.00	2,200.00
Weekday Private scramble (36 person minimum)	1,600.00	1,800.00
Weekend Private scramble (36 person minimum)	2,500.00	3,000.00
Annual Tennis Membership:		
All Courts:		
Resident	350.00	400.00
Non Resident	500.00	600.00
Senior Resident	325.00	350.00
Senior Non Resident	450.00	500.00
Youth Resident (21 and under)	100.00	150.00
Monthly Play Pass (3-month minimum)		
All Courts		
Resident	40.00	45.00
Non Resident	55.00	60.00
Senior Resident	30.00	35.00
Senior Non Resident	40.00	45.00
Community Center:		
Small room, A or B or senior room, hourly	70.00	75.00
Large room, C or D, hourly	100.00	105.00
Ballroom, A,B,C and D combined, hourly	300.00	325.00
Rooms C, D and kitchen combined, hourly	225.00	250.00
4:00 pm to midnight, Friday, Saturday, Sunday	1,275.00	1,350.00
Ballroom and kitchen combined, hourly	350.00	375.00
4:00 pm to midnight, Friday, Saturday, Sunday	1,650.00	1,750.00
Ballroom, kitchen 4:00 pm to midnight with 2 hour amph	1,750.00	1,900.00
Kitchen, hourly	50.00	75.00
Early start fee (events requiring building access before 7:00 am)	50.00	75.00
Gymnasium:		
Half of gym, hourly	50.00	60.00
Entire gym, hourly	125.00	140.00
Deposit:		
Large/Small meeting room/amphitheater/kitchen	100.00	150.00
Full Ballroom A,B,C and D combined	450.00	500.00
Unscheduled time premium over regular rate, hourly	15.00	30.00
Country Club:		

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
(Friday and Saturday- Full Building)		
Hourly	200.00	225.00
4 p.m. to 12 midnight	1,200.00	1,350.00
Deposit	250.00	300.00
Hourly: (Sunday through Thursday)		
Dining Room (hourly)	100.00	125.00
Club lounge (hourly)	100.00	125.00
Full building (hourly)	175.00	200.00
Deposit	250.00	300.00
Farmers' Market:		
Saturday Market:		
12' x 10' space Outside without electricity (per month)	26.00	115.00
Additional ½ space6 feet (per month)	14.00	60.00
12' x 10' space outside with electricity (per monthly)	30.00	140.00
Hourly: (Sunday through Thursday)	250.00	300.00
Entire Building		
5:00 p.m. to midnight, Fri. and Sat	200.00	2,400.00
Deposit	250.00	300.00
Central Park:		
Small events (less than 400 people)		
North Park or South Park	800.00	850.00
North and South Park	1,250.00	1,325.00
Large events (400 – 2,000 people)	2,000.00	2,200.00
Significant events 2,001 + people	3,250.00	3,600.00
Rose Garden wedding	200.00	225.00
Central Park West Meadows:		
Small events (less than 400 people)	750.00	800.00
Large events (400 – 2,000 people)	1,650.00	1,800.00
Significant events 2,001 + people	2,750.00	3,000.00
Lake Baldwin Park:		
Small events (less than 400 people)	750.00	800.00
Large events (400 – 2,000 people)	1,650.00	1,750.00
Significant events 2,001 + people	2,750.00	2,875.00
Martin Luther King, Jr., Park:		
Small events (less than 400 people)	750.00	800.00
Large events (400 – 2,000 people)	1,650.00	1,750.00
Significant events 2,001 + people	2,750.00	2,875.00
East Lawn Area (less than 200 people, hourly before dark)	29.00	50.00
Cady Way Park:		
Small events (less than 400 people)	750.00	800.00
Large events (400 – 2,000 people)	1,650.00	1,750.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2022**

	Current Fee	Proposed Fee
Shady Park:		
Small events (less than 400 people)	750.00	800.00
Large events (400 – 2,000 people)	1,650.00	1,750.00
Kraft Azalea Garden:		
Exedra area wedding	300.00	400.00
Mead Botanical Gardens:		
Small events (less than 400 people)	750.00	800.00
Large events (400 – 2,000 people)	1,650.00	1,800.00
Significant events 2,001 + people	2,750.00	3,000.00
Amphitheatre, seats up to 225 people		
Weekdays (3 hrs., Monday - Thursday)	400.00	425.00
Friday, Saturdays & Sundays (3 hrs)	500.00	595.00
Alice's Pond:		
North Side	300.00	400.00
South Side	400.00	500.00
The Grove:		
400 - 1,000 people		1,950.00
Deposit		700.00
Legacy Garden:		
Up to 50 people		500.00
51 - 100 people		750.00
101 - 150 people		1,050.00
Pole Barn		300.00
Azalea Lodge Reception Hall and Meeting Center:		
October - May:		
Saturday	1,500.00	2,250.00
Friday - Sunday	1,350.00	1,850.00
June - September:		
Saturday	1,375.00	1,850.00
Friday - Sunday	1,250.00	1,450.00

The above fee increases are projected to increase revenues at WP9 by about \$70,000, Winter Park Pines Golf Course by about \$550,000. Both of those assume rate of play continues at current levels. Higher prices could reduce demand.

The impact of the other Parks fee changes is not expected to exceed \$50,000

CITY OF WINTER PARK



FEE SCHEDULE

Effective October 1, 2022

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Pricing Basis Legend	
C	Pricing is based on costs
M	Pricing is based on market comparisons
S	Pricing is stipulated by Florida Statutes

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

GENERAL GOVERNMENT FEES

ADMINISTRATIVE FEES:

Lien recording fees:	
Fee for first page.....	10.00 (C)
Each page thereafter	8.50 (C)
Certification charge.....	2.00 (C)
Lien and foreclosure research	50.00 (C)
Notarization fee:	
Per signer	2.00 (C)
Per document to be notarized	2.00 (C)
City map and aerial photographs.....	10.00 (C)
Plus postage and handling	1.50 (C)
City Code and Supplements to City Code	
Can be purchased from:	Municipal Code Corporation
	P. O. Box 2235
	Tallahassee, FL 32316
Or accessed on-line at www.municode.com	
Copy of CD (City provides the CD)	3.00 (C)
Copy charge per page	.015 (C)
Double sided	.020 (C)
Administrative charge for having overgrown properties mowed, cleaned or cleared of debris, hazardous trees or other unsightly articles	150.00 (C)
Administrative charge for repeated mowing or clearing of properties.....	300.00 (C)

FINANCE FEES:

Printed copy of annual budget document	20.00 (C)
Printed copy of CAFR.....	15.00 (C)
Returned check charge: *	
Check amount \$0.01 to \$50.00.....	25.00 (C)
Check amount \$51.00 to \$300.00.....	30.00 (C)
Check amount greater than \$300.00	40.00 (C)
..... Or 5% of check amount, whichever is greater	

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PLANNING FEES:

LAND DEVELOPMENT FEES:

Application Fee Schedule:

Annexations	500.00 (M)
Annexations requiring citywide notice	500.00, plus actual cost of notice (M)
Appeals.....	500.00 (M)
Appeals of decisions made by Historic Preservation Board	35.00 (M)
Comprehensive Plan amendments and rezoning:	
Less than one acre (1,500 ft. notice)	1,000.00 (M)
More than one acre (city-wide notice).....	6,000.00 (M)
Conditional use (including extensions/re-establishments):	
(applications with 500 ft notice)	500.00 (M)
(applications with 1,500 ft notice)	1,000.00 (M)
(applications requiring quarter page ad)	1,000 (M)
(applications with city-wide notice)	6,000.00 (C)
Development Review Committee Application Fees:	
Concept or preliminary plan	300.00 (M)
Final plan submittal	500.00 (M)
Revision to plan previously reviewed.....	200.00 (M)
Interpretations by Code Enforcement	200.00 (M)
Lakefront site plan reviews:	
Residential construction.....	150.00 (M)
Commercial or multi-family construction	250.00 (M)
Plan storage fees:	
Plan storage fee for approved building plans not retrieved by applicant:	
Up to six months following approval date	No charge
After six months.....	\$5 per day
After nine months	Return all but one plan to applicant or continue charge (at option of the City)
Street abandonments	250.00 (M)
Subdivision:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Lot consolidations:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Subdivisions with road improvements	1,000.00 (M)
Variances:	
Single family residential	200.00 (M)
Multi-family and commercial	400.00 (M)
Zoning verification letter (each property)	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PLANNING FEES (CONTINUED):

LAND DEVELOPMENT FEES (continued):

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

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

Applications tabled at the request of the applicant, within 10 days of the Planning and Zoning meeting or Board of Adjustment meeting, will be charged for additional advertising and notification costs, plus \$100.00.
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Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES

Application and Permit Fees:

Adult entertainment application fee (non-refundable)	200.00 (C)
Adult entertainment application fee - annual fee	750.00 (C)
Facilities permit application	10.00 (C)
Filming fees:	
Motion pictures:	
Application Processing Fee	100.00 (C)
Private property (registration of exemption)	25.00 (C)
Permit Fees:	
Public streets, parks, buildings or city facilities (per day)	500.00 (C)
Less than 10 persons or 2 vehicles involved (per day)	50.00 (C)
plus reimbursement of additional costs to the City, if any	
Still photography:	
Application Processing Fee	50.00 (C)
On private property	0.00 (C)
Permit Fees:	
Public street or public property (per day)	250.00 (C)
Less than 10 persons or 2 vehicles involved (per day)(city facilities)	25.00 (C)
plus reimbursement of additional costs to the City, if any	
Use of City Personnel	cost plus 30% (C)
Closing out sale permit	50.00 (C)
Closing out extension fee	30.00 (C)
Backyard chicken permit fee	50.00 (C)
Garage sale permit	10.00 (C)
Garage sale permit (residents over age 59)	5.00 (C)
Newsrack permit	100.00 (C)
Newsrack permit processing fee	50.00 (C)
Alcoholic beverage license	50.00 (C)
Sidewalk sale permit	200.00 (C)
Sidewalk sale permit during the Art Festival, per restaurant, with inspection	150.00 (C)
Sidewalk sale permit during the Art Festival per retail business	20.00 (C)
Parking lot during the Art Festival	80.00 (C)
Sidewalk café application processing fee (non-refundable)	50.00 (C)
Sidewalk café permit fee	
1 – 4 seats	80.00 (C)
5 – 8 seats	100.00 (C)
9 – 12 seats	120.00 (C)
13 – 16 seats	140.00 (C)
17+ seats	160.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES (CONTINUED)

Solicitation permits application:	
Processing fee	100.00 (C)
Permit fee	300.00 (C)
Non-profit solicitation permits application:	
Processing fee	10.00 (C)
Permit fee	30.00 (C)
Special event permit processing fee	50.00 (C)
Special event permit	100.00 (C)
Non-profit special event permit processing fee	
(Internal Revenue Code 501C(3) organizations)	10.00 (C)

required, e.g.; rezoning request, subdivision request, conditional use request or building permits
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES (CONTINUED)

Application and Permit Fees (continued):

Non-Profit special event permit.....	30.00 (C)
Special events requiring street closure permit processing fee.....	100.00 (C)
Special event permit for events requiring street closure:	
Small events (less than 400 persons)	100.00 (C)
Large events requiring multiple department approval.....	200.00 (C)
Duplicate permit placard	10.00 (C)
Duplicate business certificate	10.00 (C)
Lien and foreclosure research (allow five business days)	50.00 (C)
Business certificate processing.....	15.00 (C)

**Building/Land Development Code (LDC) Fees (Based on valuation of construction*)
(no refunds for 1st \$100 paid):**

Building/Land Development Permit Fee (building & land development code enforcement):	
Minimum to \$1,000 in valuation *	30.00 (C)
Over \$1,000 in valuation *	
Building Code	0.375% of valuation plus 30.00 **
Land Development Code.....	0.375% of valuation plus 30.00 **
Building & Land Development Code Plan Review Fee: for valuations over \$4,000 except	
Permit requests not requiring plan review	
Building Code	½ related permit fee (C)
Land Development Code.....	½ related permit fee (C)
Plan review fee for revisions.....	25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required, reduction	
allowed for minor revisions on each page)	
Housing fee per Chapter 2, Article VIII and Resolution 2246-21:	
Restaurants/food/beverage service (per square foot)	2.00 (C)
Commercial/office, business (per square foot)	1.00 (C)
Inspector training	0.04% of valuation (C)
Roofing permits	0.5% of valuation plus \$30.00** (C)
Inspection fee for other City Departments	40.00/inspection (C)
State Fees (new or remodeled floor area) 2.5% of permit fee amount or \$4 minimum (S)	
Transfer of permit to new contractor or applicant	50.00 (C)
Reinstatement of expired permit (if approved):	
Valuation of \$5,000 or more	100.00 (C)
Valuation of less than \$5,000	25.00(C)
Extension of building permits.....	25.00 (C)
Pool fence violation inspection	100.00 (C)
Stop work order inspection fee	50.00 (C)
Site development permit (stand alone):	
Minimum fee	100.00 (C)
(or 0.2% of valuation, if higher)**	
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)***	5.00 (C)

*	Building valuations shall be based on the actual contract cost or the building valuation data established by the International Code Council, whichever is greater.
**	For fee computations, all valuations are rounded up to the <u>next highest</u> thousand dollars.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES (CONTINUED)

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

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

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

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

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

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

Excavation/Landfill Permit Fees:

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

Competency Card Fees:

Journeyman (\$80 for two years, when available) 50.00 (C)
Master/contractors (\$200 for two years, when available) 100.00 (C)

Demolition Permits (expires within 30 days):

1 or 2 family dwellings 150.00 (C)
Accessory buildings 50.00 (C)
Other buildings 0.6% of valuation or \$100.00, whichever is greater (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES (CONTINUED)

Low Voltage Security Alarm System..... 40.00 (S)

Solar Photovoltaic Building Permit Fee

Tier 1 50.00 (C)

Tier 2 150.00 (C)

Tier 2 Interconnection of Customer Owned Renewable Generation Systems. 240.00 (C)

Gas Permit Fees:

Issuing each permit 40.00 (C)

Each gas fixture 5.00 (C)

Building Moving Permits:

Into or within the City (for buildings over 1,000 square feet) 400.00 (C)

Into or within the City (for buildings 1,000 or less square feet)..... 200.00 (C)

Outside the City 100.00 (C)

Issuance of Temporary Certificate of Occupancy:

Single family residence..... 85.00 (C)

All others 175.00 (C)

Mechanical Permit Fees:

Minimum up to \$1,000 valuation..... 40.00 (C)

Each additional \$1,000 to \$25,000
(round to next higher thousand) 5.00 (C)

Each additional \$1,000 above \$25,000 2.50 (C)

Plumbing Permit Fees:

Issuing each permit 40.00 (C)

For installation, alteration or repair of water treatment equipment 5.00 (C)

For repair or alteration to drainage or vent piping..... 5.00 (C)

Plumbing fixture floor drain or trap - each..... 5.00 (C)

Repiping - per structure 30.00 (C)

Water heater or vent - each 5.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES (CONTINUED)

Reinspection fee:

For all trades.....	50.00 (C)
Repeat reinspection on same item	100.00 (C)
Continued repeat inspection (3 rd visit or more).....	300.00 (C)
After the third inspection there may be a hearing before the Construction Board of Adjustment and Appeals with possible loss of occupational license and a letter to the CILB	
Missed inspection	100.00 (C)

Vacuum Breakers or Backflow Prevention Devices:

One to five	5.00 (C)
Over five, each	0.50 (C)
Gasoline and fuel oil tanks (residential).....	10.00 (C)
Septic tank or drain field - each	10.00 (C)
Sewer:	
Commercial - each.....	60.00 (C)
Residential - each	50.00 (C)
Replacement of house sewer:	
20' or more in length.....	50.00 (C)
Less than 20' in length.....	20.00 (C)
Sprinkler system	15.00 (C)

Vehicle for Hire Fees: (Driver permit fees valid from October 1 to September 30)

Taxi Driver permit (per driver, per year).....	60.00 (C)
Non-Motorized Vehicles:	
Application Fee (one time fee per business)	40.00 (C)
Driver Permit:	
Initial fee, per driver	15.00 (C)
Renewal fee, per driver, per year	5.00 (C)

Well Permit Fees:

Issuing each permit	40.00 (C)
..... plus \$4.00 per inch or diameter up to 6",	
.....and \$2.00 per inch for each inch over 6" in diameter (C)	

Landscaping Fees:

First landscaping inspection (included in permit fee).....	0.00
Re-inspection fee	30.00 (C)

Tree Removal Permits:

Single family residential	35.00 (C)
Non-residential or multi-family property	100.00 (C)
Reinspection of tree (second and third visits).....	25.00 (C)
Reinspection of tree (each required visit after the third).....	75.00 (C)
Request for appeals to Tree Preservation Board	35.00 (C)
Compensation for removing a protected tree	110.00 per caliper inch dbh (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES (CONTINUED)

OTHER CHARGES:

Appeals of Building Code heard by Board of Adjustment & Appeals.....	100.00 (C)
Address change and /or additional requests (commercial and residential):	
Processing Fee for 1 address (all requests – approved or denied)	15.00 (C)
Processing Fee per address for additional addresses (all requests – approved or denied)	5.00 (C)
Letter of Reciprocity for contractors	15.00 (C)
Off-site advertising sign permit	50.00 (C)
Annual outdoor advertising sign permit (per sign)	50.00 (C)
Street name petitions (per application)	300.00 (C)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:	
20" high by 9" wide panel	804.00 (C)
20" high by 18" wide panel	1,608.00 (C)
40" high by 18" wide panel	3,216.00 (C)
60" high by 18" wide panel	4,824.00 (C)
Banners:	
North Park Ave. (Morse Blvd. to Webster Ave., 17 poles).....	510.00 (C)
South Park Ave. (Fairbanks Ave. to Morse Blvd., 16 poles).....	480.00 (C)
E. Morse Blvd. (US 17-92 to Pennsylvania Ave., 10 double sided poles)	600.00 (C)
W. Morse Blvd. (Pennsylvania Ave. to Interlachen Ave., 11 double sided poles)	660.00 (C)
New England Ave. (New York Ave. to Hannibal Square West, 16 poles).....	480.00 (C)
Pennsylvania Ave. (Lyman Ave. to Israel Simpson Ct., 26 poles).....	780.00 (C)
N. Orange Ave. (Fairbanks Ave. to Minnesota Ave., 20 poles)	600.00 (C)
S. Orange Ave. (Denning Dr. to US 17-92, 20 poles).....	600.00 (C)
Street Pole Signs:	
One time initial posting fee	450.00 (C)
Annual participation fee	100.00 (C)
Recording documents with Orange County:	
Notice of Commencement	20.00 (C)
Deed Covenant	30.00 (C)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BUILDING AND PERMITTING FEES (CONTINUED)

PUBLICATIONS:

Community Redevelopment Agency Plan	15.50 (C)
Community Redevelopment Agency Plan Amendment for Expansion Area.....	13.65 (C)
Comprehensive Plan Goals, Objectives and Policies	60.00 (C)
Comprehensive Plan Data, Inventory and Analysis	85.00 (C)
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory and Analysis	10.00 (C)
Land Development Code	30.00 (C)
Land Development Code (zoning article only)	15.00 (C)
Historic Resources Survey (color copy)	58.00 (C)
Historic Resources Survey (black & white copy)	12.80 (C)
Subdivision regulations	10.00 (C)
Park Avenue "Architectural Design Guidelines"	10.00 (C)
Morse Boulevard "Facade Design Guidelines"	10.00 (C)

The 7th Edition (2020) Florida Building Code may be purchased through the Building Officials Association of Florida website: www.boaf.net OR the International Code Council website: www.shop.iccsafe.org/state-and-local-codes.html

The 2017 National Electric Code can be purchased through the Building Officials Association of Florida website www.boaf.net OR the National Fire Protection Association website: www.nfpa.org/catalog/product

Maps:

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

Retrieval and research of plans and documents in storage

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

Listings:

Business Listings:*	
Printed (per page)	0.50 (C)
Label ready format, sheet of 20 (per page)**	2.00 (C)
On diskette (per disk)***	6.00 (C)

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC WORKS FEES

Street Division:

Regular rates (per hour):

Division chief	44.70 (C)
Assistant division chief	36.40 (C)
Field supervisor	33.00 (C)
Foreman/crew leader	31.00 (C)
Traffic Control employee	25.00 (C)
Traffic Signal worker	30.00 (C)
Equipment Operator II and III	29.00 (C)
Street sweeper/Operator I	24.00 (C)
Maintenance Worker	23.00 (C)
Crew (1 Supervisor and 2 Workers)	79.00 (C)

Overtime rates (per hour):

Division chief	67.05 (C)
Assistant division chief	54.60 (C)
Field supervisor	49.50 (C)
Foreman/crew leader	46.50 (C)
Traffic Control employee	37.50 (C)
Traffic Signal worker	45.00 (C)
Equipment Operator II and III	43.50 (C)
Street sweeper/Operator I	36.00 (C)
Maintenance Worker	34.50 (C)
Crew (1 Supervisor and 2 Workers)	118.50 (C)

Holiday rates (per hour):

Division chief	89.40 (C)
Assistant division chief	72.80 (C)
Field supervisor	66.00 (C)
Foreman/crew leader	62.00 (C)
Traffic Control employee	50.00 (C)
Traffic Signal worker	60.00 (C)
Equipment Operator II and III	58.00 (C)
Street sweeper/Operator I	48.00 (C)
Maintenance Worker	42.40 (C)
Crew (1 Supervisor and 2 Workers)	158.00 (C)

Equipment: (per hour)

Excavator	60.00 (C)
Front end loader	60.00 (C)
Vaccon	60.00 (C)
Bucket truck	60.00 (C)
Rubber tire backhoe	30.00 (C)
Street sweeper	30.00 (C)
Semitractor w/trailer	50.00 (C)
Tandem Dump truck	30.00 (C)
Flatbed truck	20.00 (C)
Pickup truck	10.00 (C)
Bobcat/skid steer	22.00 (C)
Miscellaneous drills, saws, 3-4 inch water pumps	10.00 (C)
6" well point/by pass pump	20.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC WORKS FEES (CONTINUED)

Street Division (continued):

Barricade daily rental (each)	1.50 (C)
Maintenance of traffic service vehicle	20.00 (C)
Mobilization fee	5% of invoice prior to admin costs (C)

Facilities Maintenance:

Regular rate (per hour):	
Custodial	24.10 (C)
Supervisor	43.50 (C)
Tradesman	30.75 (C)
Overtime rate (per hour):	
Custodial	34.18 (C)
Supervisor	62.34 (C)
Tradesman	44.11 (C)
Holiday rate (per hour):	
Custodial	44.25 (C)
Supervisor	81.17 (C)
Tradesman	57.46 (C)
Vehicle charge (per hour).....	14.00 (C)
Decorative Street Light Installation (per pole)	250.00 (C)
Decorative Street Light Maintenance (per pole/per month).....	2.43 (C)

Engineering:

Driveway fee:	
Basic fee.....	50.00 (C)
Additional fee for reinspection	30.00 (C)
Final plat review - per lot	100.00 (C)
Pressure test reinspection fee.....	100.00 (C)
Project inspection fee:	
Construction cost:	
\$ 0 - \$ 5,000.....	10% of construction cost (M)
\$ 5,000 - \$ 20,000.....	\$500 plus 4% above \$5,000 (M)
Over \$ 20,000	\$1,000 plus 3% above \$20,000 (M)
Lift stop work order	500.00 (M)
Neglect or failure to schedule required inspection.....	100.00 (M)
Failure to have City approved site grading plan on site for inspection	100.00(M)
Right-of-way Permit Fee	90.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC WORKS FEES (CONTINUED)

Engineering, continued:

Right-of-way permit for construction projects utilizing all or part of street/sidewalk (daily rate equals 1/10 of the monthly rate for each day:

Blocking sidewalk\$1,000.00 per month (M)

Blocking lane of traffic:

Over 5,000 vehicles per day\$5,000 per month (M)

Under 5,000 vehicles per day\$2,000 per month (M)

Blocking parking lane:

Inside Central Business District\$3,000 per month (M)

Outside Central Business District\$1,000 per month (M)

Transverse cuts:

Open cut - paved areas (each cut) 270.00 (C)

Open cut - right-of- way (each cut) 110.00 (C)

Open cut - dirt road (each cut) 150.00 (C)

Bore and jack (each operation) 200.00 (C)

Copies of blueprints 5.00 (C)

Keep Winter Park Beautiful:

Personalized park benches, various locations3,500.00 (M)

Dance lessons & sessions80.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

REFUSE SERVICE FEES

Residential Refuse Service Fees	
Residential collection service	\$19.36
Residential collection service – each additional solid waste cart	\$9.73
Delivery and maintenance charge for each additional garbage cart	\$85.78
Side door service	\$38.73
Residential bulk pickup – up to two cubic yards (requires photo and city approval prior to collection)	\$85.94
Residential bulk pickup – each additional cubic yard above two (requires photo and city approval prior to collection)	\$35.81
Bulk yard waste in excess of three yards (per each additional yard)	\$12.80

Multi-Family and Commercial Solid Waste Collection – Uncompacted								
Size/Freq	1	2	3	4	5	6	7	Extra PU (per CY)
2	\$59.71	\$120.62	\$182.71	\$246.01	\$310.50	\$376.18	\$443.07	\$27.57
3	\$90.01	\$181.83	\$275.45	\$370.87	\$468.10	\$567.11	\$667.93	\$41.35
4	\$120.62	\$244.81	\$369.01	\$496.81	\$626.97	\$759.53	\$894.48	\$55.41
6	\$181.82	\$367.22	\$556.22	\$748.78	\$944.93	\$1,144.67	\$1,347.99	\$83.92
8	\$243.62	\$492.03	\$745.20	\$1,003.15	\$1,265.89	\$1,533.40	\$1,805.68	\$111.37
95G Cart	Commercial collection service per garbage cart							\$29.67
95G Cart	Delivery and maintenance charge for each garbage cart							\$85.78

Multi-Family and Commercial Solid Waste Collection - Compacted								
Size/Freq	1	2	3	4	5	6	7	Extra PU (per CY)
2	\$98.75	\$201.45	\$308.11	\$418.71	\$533.26	\$651.76	\$774.22	\$68.40
3	\$148.86	\$303.67	\$464.38	\$631.02	\$803.60	\$982.09	\$1,166.52	\$102.80
4	\$199.47	\$406.86	\$622.13	\$845.32	\$1,076.40	\$1,315.38	\$1,562.26	\$137.25
6	\$300.70	\$613.25	\$937.65	\$1,273.91	\$1,622.01	\$1,981.95	\$2,353.76	\$206.29
8	\$402.78	\$821.62	\$1,256.13	\$1,706.44	\$2,172.55	\$2,654.47	\$3,152.18	\$275.42

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

REFUSE SERVICE FEES (CONTINUED)

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

Roll-Off and Compactor Collection Services	Customer Rate
Open Top Roll-Off - Per Pull Fee (all sizes)	\$246.81
Compactor - Vertical - Lease	\$263.26
Compactor - 15 cubic yards - Lease	\$526.52
Compactor - 20 cubic yards - Lease	\$559.43
Compactor - 30 cubic yards - Lease	\$592.34
Compactor - 40 cubic yards - Lease	\$625.25
Compactor - Per Pull Fee (all sizes)	\$246.81
Delivery/Dry Run/Relocate	\$95.12
Deodorizer	\$173.42
Front Load Maintenance Fee	\$389.24
Gates	\$23.46
Lock Bar (\$16.02 each if shared)	\$33.60
Locks	\$33.60
Receiver Box	\$223.59
Roll Out	\$47.05
Wheels	\$47.05

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

STORMWATER FEES

Monthly Stormwater Utility Fees:

Single family residential property: (based on square feet of impervious area:

Class 1 (1,099 and smaller).....	7.27 (C)
Class 2 (1,100 and 1,699)	9.08 (C)
Class 3 (1,700 and 2,299)	10.90 (C)
Class 4 (2,300 and 2,899)	12.75 (C)
Class 5 (2,900 and 3,499)	14.56 (C)
Class 6 (3,500 and 4,099)	16.37 (C)
Class 7 (4,100 and 4,699)	18.21 (C)
Class 8 (4,700 and 5,299)	20.02 (C)
Class 9 (5,300 and 5,899)	21.83 (C)
Class 10 (5,900 and 6,499)	23.88 (C)
Class 11 (6,500 and 7,099)	25.49 (C)
Class 12 (7,100 and 7,699)	27.31 (C)
Class 13 (7,700 and 8,299)	29.12 (C)
Class 14 (8,300 and 8,899)	30.94 (C)
Class 15 (8,900 and higher)	32.77 (C)

Multi-family residential property:

Apartment unit - per dwelling unit	9.08 (C)
Condominium unit - per dwelling unit	9.08 (C)
Duplex - per dwelling unit	9.08 (C)

Non-residential/commercial property (per ERU)

(ERU = Equivalent Residential Unit of 2,324 sq. ft.).....	12.75 (C)
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Stormwater Variance Request 200.00 (C)

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

Unintentional (due to lack of erosion control or the like)	200.00
Intentional (direct dumping into storm sewer or water body)	1,000.00

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

SHORELINE ALTERATION FEES

Shoreline Alteration Permit:

Vegetation removal	No fee
Revetment or seawall.....	100.00 (C)
Violation of Shoreline Protection Code	500.00 (C)

Dock site plan review (includes dock and boathouse): 100.00 (C)

Violation of fertilizer use standards:

1 st violation (written notice and warning)	0.00 (M)
2 nd violation (non-commercial applicators)	60.00 (M)
2 nd violation (commercial applicators)	100.00 (M)
3 rd and subsequent violations.....	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

BOAT USER FEES

Boat Stickers:

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

Annual permit:

City resident	hp + lg * \$0.50 (C)
Non-resident	hp + lg * \$0.75 (C)

Annual commercial permit:

City resident	hp + lg * \$1.00 (C)
Non-resident	hp + lg * \$1.50 (C)

Half-year permit (January 1 to June 30):

City resident	hp + lg * \$0.25 (C)
Non-resident	hp + lg * \$0.375 (C)

Daily user fee(regardless of size of boat and horsepower of motor)..... \$6.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

UTILITY SERVICE FEES

Water and Wastewater:

Commercial and non-single family residential plan review fee:	
Sitework.....	225.00 (C)
Vertical construction	125.00 (C)
Interior alterations.....	85.00 (C)
Each revision	50.00 (C)
Single family residential plan review fee:	
New construction	80.00 (C)
Alterations	40.00 (C)
Each revision	25.00 (C)
Utility inspection/site visit/meetings (each inspection).....	40.00 (C)

Cut on/off fee:

Service Activation Fee	29.00 (C)
After Hours Service Fee – (varies with time of year).....	87.00 (C)
Broken Lock	19.00 (C)
Broken Yoke	16.00 (C)
Emergency cut on/off - 7:00 a.m. to 4:30 p.m.	No charge (C)
Trip charge	29.00 (C)
Shutoff fee for non-payment – up to 4:30 p.m.....	29.00 (C)
Restore service fee – up to 4:30 p.m.	29.00 (C)
After hour restore fee - after 4:30 p.m.	58.00 (C)
Broken/damaged curb stop valve replacement fee.....	90.00 (C)
Metering tampering fee	77.00 (C)
Auto landlord turn on fee	10.00 (C)

Meter and Service Installation:

Inside City:	
3/4 inch meter	1,128.00 (C)
1 inch meter	1,196.00 (C)
1 ½ inch meter	2,264.00 (C)
2 inch meter	2,764.00 (C)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

UTILITY SERVICE FEES (CONTINUED)

Outside City (*):

3/4 inch meter	1,410.00 (C)
1 inch meter	1,495.00 (C)
1 ½ inch meter	3,055.00 (C)
2 inch meter	3,455.00 (C)

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

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

Field Testing Meters (flow test):

3/4 inch meter.....	29.00 (C)
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Bench Testing Meters:

Cost of Test - by meter size - Outside Service Contracted:

3/4 inch meter.....	108.00 (C)
1 inch meter.....	108.00 (C)
1 ½ inch meter.....	270.00 (C)
2 inch meter.....	290.00 (C)

Cost of Test - by meter size - In-House City Staff Utilized

3/4 inch meter x 2.0 hours.....	62.00 (C)
1 inch meter x 2.0 hours.....	62.00 (C)
1 ½ inch meter x 2.5 hours.....	73.00 (C)
2 inch meter x 2.5 hours.....	73.00 (C)

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

Sampling fee (per sample)	35.00 (C)
Sampling after 3:30 pm (in addition to sampling fee)	50.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

UTILITY SERVICE FEES (CONTINUED)

Water Impact Fees:

Inside City:	
3/4 inch	1,100.00 (C)
1 inch	2,750.00 (C)
1 ½ inch	5,500.00 (C)
2 inch	8,800.00 (C)
3 inch	17,600.00 (C)
4 inch	27,500.00 (C)
6 inch	55,000.00 (C)
8 inch	88,000.00 (C)
Outside City:	
3/4 inch	1,375.00 (C)
1 inch	3,440.00 (C)
1 ½ inch	6,875.00 (C)
2 inch	11,000.00 (C)
3 inch	22,000.00 (C)
4 inch	34,375.00 (C)
6 inch	68,750.00 (C)
8 inch	110,000.00 (C)

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

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

Water Main Tapping Fees (12" and less):

Inside City	352.00 (C)
Outside City	440.00 (C)

Meter Relocation Fee:

Inside City:	
3/4 inch	674.00 (C)
1 inch	674.00 (C)
Larger than 1"	actual cost at time of installation (C)
Outside City (*):	
3/4 inch	842.00 (C)
1 inch	842.00 (C)
Larger than 1"	actual cost at time of installation (C)

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

UTILITY SERVICE FEES (CONTINUED)

Sewer Impact Fees:

Inside City:

Impact fee - single family	2,700.00 (C)
Impact fee - multiple dwelling	2,700.00 (C)
Impact fee - ERC	2,700.00 (C)

Outside City:

Impact fee - single family	3,375.00 (C)
Impact fee - multiple dwelling	3,375.00 (C)
Impact fee - ERC	3,375.00 (C)

Sewer Laterals:

Installation Fee:

Inside City:

0-6' Deep.....	2,789.00 (C)
6-12' Deep.....	3,489.00 (C)
>12' Deep.....	Actual Cost

Outside City:

0-6' Deep.....	5,139.00 (C)
6-12' Deep.....	6,424.00 (C)
>12' Deep	1.25 x actual Cost

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

WATER AND WASTEWATER USAGE FEES
(COST BASED)

	Inside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Reclaimed Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption				
Block 1	1.33	1.33	2.83	1.07	5.24
Block 2	1.98	1.98	3.78	1.07	5.24
Block 3	2.83	2.83	4.85	1.07	5.24
Block 4	3.78	3.78	7.05	1.07	5.24
Block 5	4.85	4.85	7.05	1.07	5.24
Block 6	7.05	4.85	7.05	1.07	5.24
Base ERM Charge	9.50	9.50	9.50	9.50	11.23
Additional Unit Charge	5.12	5.12	5.12	N/A	6.04

	Outside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Reclaimed Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption				
Block 1	1.68	1.68	3.55	1.33	6.53
Block 2	2.48	2.48	4.72	1.33	6.53
Block 3	3.55	3.55	6.07	1.33	6.53
Block 4	4.72	4.72	8.80	1.33	6.53
Block 5	6.07	6.07	8.80	1.33	6.53
Block 6	8.80	6.07	8.80	1.33	6.53
Base ERM Charge	11.87	11.87	11.87	11.87	14.03
Additional Unit Charge	6.40	6.40	6.40	N/A	7.55

ERM = Equivalent Residential Meter

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

WATER AND WASTEWATER USAGE FEES (CONTINUED)

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

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

Block Structure Price Breaks by Meter Size:

Commercial/Public Authority Water Block Structure						
Meter Size in Inches	Equivalent Meter Ratio	Usage Up To				Usage Over:
		Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)	Block 5 (1,000 gallons/month)
¾	1	4	8	12	20	20
1	2 ½	10	20	30	50	50
1 ½	5	20	40	60	100	100
2	8	32	64	96	160	160
3	16	64	128	192	320	320
4	25	100	200	300	500	500
6	50	200	400	600	1,000	1,000
8	80	320	640	960	1,600	1,600
10	115	460	920	1,380	2,300	2,300

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

WATER AND SEWER DEPOSITS

Water or Irrigation Deposits:

Inside City:

3/4 inch meter	60.00 (C)
1 inch meter	85.00 (C)
1 ½ inch meter	105.00 (C)
2 inch meter	145.00 (C)
3 inch meter	225.00 (C)
4 inch meter	330.00 (C)
6 inch meter	600.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Outside City:

3/4 inch meter	75.00 (C)
1 inch meter	100.00 (C)
1 ½ inch meter	130.00 (C)
2 inch meter	165.00 (C)
3 inch meter	270.00 (C)
4 inch meter	375.00 (C)
6 inch meter	690.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits:

Inside City:

3/4 inch meter	105.00 (C)
1 inch meter	120.00 (C)
1 ½ inch meter	150.00 (C)
2 inch meter	420.00 (C)
3 inch meter	510.00 (C)
4 inch meter	600.00 (C)
6 inch meter	885.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits (continued):

Outside City:

3/4 inch meter	145.00 (C)
1 inch meter	165.00 (C)
1 ½ inch meter	195.00 (C)
2 inch meter	570.00 (C)
3 inch meter	675.00 (C)
4 inch meter	780.00 (C)
6 inch meter	1,140.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

WATER AND SEWER DEPOSITS (CONTINUED)

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

3/4 inch meter	135.00 (C)
1 inch meter	150.00 (C)
1 ½ inch meter	180.00 (C)
2 inch meter	450.00 (C)
3 inch meter	540.00 (C)
4 inch meter	630.00 (C)
6 inch meter	915.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Fire Line Deposits:

Inside City:

1 inch meter	11.25 (C)
2 inch meter	32.00 (C)
3 inch meter	64.00 (C)
4 inch meter	106.50 (C)
6 inch meter	200.00 (C)
8 inch meter	315.00 (C)
10 inch meter	453.00 (C)
12 inch service connection	675.00 (C)
16 inch service connection	980.00 (C)

Outside City:

1 inch meter	14.00 (C)
2 inch meter	40.00 (C)
3 inch meter	80.00 (C)
4 inch meter	133.00 (C)
6 inch meter	250.00 (C)
8 inch meter	393.00 (C)
10 inch meter	566.00 (C)
12 inch service connection	843.00 (C)
16 inch service connection	1,225.00 (C)

Fire Hydrant Meter Deposit.....	2,000.00 (C)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

ELECTRIC RATES
(COST)

Residential Rates			
Customer Charge	\$	16.98	per month
Energy Charge:			
1 st 1,000 kWh	\$	0.076970	per kWh
All kWh above 1,000	\$	0.086970	per kWh
Fuel Cost Recovery Factor:			
1 st 1,000 kWh	\$	0.029810	per kWh
All kWh above 1,000	\$	0.039810	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Lighting Service (LS-1)			
Fixture and Maintenance Charge (includes energy charge and fuel cost recovery)			Depends upon fixture type
Customer charge (per line of billing):			
Metered accounts	\$	3.49	per month
Non metered accounts	\$	1.22	per month
Energy & demand charge	\$	0.023490	per kWh
Fuel cost recovery factor	\$	0.081780	per kWh
Franchise Fee	\$	0.060000	
Gross Receipts Tax	\$	0.025641	
Electric Utility Tax	\$	0.100000	
Subsequent Re-establishment of service	\$	10.00	

GENERAL SERVICE ELECTRIC RATES

Non-Demand (GS-1)			
Rates will also apply to Temporary Service (TS-1)			
Customer Charges:			
Non Metered Accounts	\$	7.11	per month
Metered Accounts:			
Secondary Delivery Voltage	\$	17.55	per month
Primary Delivery Voltage	\$	221.86	per month
Energy Charge	\$	0.081780	per kWh
Fuel Cost Recovery Factor	\$	0.034980	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2)			
(For customers with fixed wattage loads operating continuously throughout the billing period)			
Customer Charges:			
Non Metered Accounts	\$	7.45	per month
Metered Accounts	\$	18.38	per month
Energy Charge	\$	0.037360	per kWh
Fuel Cost Recovery Factor	\$	0.081780	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Demand (GSD-1)			
Rates will also apply to Temporary Service (TS)			
Applicable for any customer other than residential with a measurable annual kWh consumption of 24,000 kWh or greater per year			
Customer Charges:			
Secondary Delivery Voltage	\$	18.28	per month
Primary Delivery Voltage	\$	231.26	per month
Demand Charge	\$	5.05	per kWh
Energy Charge	\$	0.042160	per kWh
Fuel Cost Recovery Factor	\$	0.081780	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be subject to this adjustment		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

General Service Demand Optional Time of Use (GSDT-1)			
Closed to new customers as of 06-01-2006			
Customer Charges:			
Secondary Delivery Voltage	\$	29.01	per month
Primary Delivery Voltage	\$	234.93	per month
Demand Charges:			
Base Demand	\$	1.27	per kWh
On Peak Demand	\$	3.84	per kWh
Energy Charges:			
On-peak kWh	\$	0.070080	per kWh
Off-peak kWh	\$	0.028430	per kWh
Fuel Cost Recovery Factors:			
On-peak kWh	\$	0.076050	per kWh
Off-peak kWh	\$	0.099010	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

TEMPORARY SERVICE (TS) (Rate from appropriate General Service schedules are applied)		
Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes		
Deposit required at the time of initiating service		

Service Charges			
Opening an account at a new service location (permanent connection)	\$	61.00	
Opening an account at a new service location (temporary connection)	\$	104.00	
Utility service application fee	\$	5.00	
Service activation fee (up to 4:30)	\$	29.00	
After hour service fee (after 4:30)	\$	87.00	
Disconnect service for non-payment or rule or reg violation	\$	29.00	
Restore service after non-payment disconnect fee (up to 4:30)	\$	29.00	
Restore service after non-payment disconnect fee (after 4:30)	\$	58.00	
Auto landlord turn on fee	\$	10.00	
Electric meter tampering fee	\$	250.00	
Disconnect of electric service at the pole (non-payment)	\$	260.00	
Demolition of building (per metering location)	\$	260.00	
Deposit for electric service	\$	250.00	Or two months estimated charges, whichever is greater
Prepare trees around power lines for safe private trimming or removal if necessary			Actual cost

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

Deposit required for electric service:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

FIRE LINE FEES

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

Fire line size (flat rate per month):

1 inch service connection	4.68 (C)
2 inch service connection	13.08 (C)
3 inch service connection	26.27 (C)
4 inch service connection	40.79 (C)
6 inch service connection	82.11 (C)
8 inch service connection	131.32 (C)
10 inch service connection	188.84 (C)
12 inch service connection	257.87 (C)
16 inch service connection	373.91 (C)

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

Fire line size (flat rate per month):

1 inch service connection	5.89 (C)
2 inch service connection	16.37 (C)
3 inch service connection	32.81 (C)
4 inch service connection	50.97 (C)
6 inch service connection	102.62 (C)
8 inch service connection	164.14 (C)
10 inch service connection	236.05 (C)
12 inch service connection	322.33 (C)
16 inch service connection	467.40 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

CROSS CONNECTION CONTROL PROGRAM FEES

Backflow testing charge (per device inside City).....35.00 (M)

Backflow testing charge (per device outside City)40.00 (M)

Replacement charges:

Inside City:

1 inch PVB..... 220.00 (C)

1 inch Reduced pressure..... 310.00 (C)

1 ½ inch PVB..... 730.00 (C)

1 ½ inch Reduced pressure..... 570.00 (C)

2 inch PVB..... 845.00 (C)

2 inch Reduced pressure..... 660.00 (C)

Outside City:

1 inch PVB..... 275.00 (C)

1 inch Reduced pressure..... 387.00 (C)

1 ½ inch PVB..... 912.00 (C)

1 ½ inch Reduced pressure..... 712.00 (C)

2 inch PVB..... 1,056.00 (C)

2 inch Reduced pressure..... 825.00 (C)

Repair charges:

Repair ¾" – 1" backflow preventors (includes parts and labor) 45.00 (C)

Repair 1 ¼" – 2" backflow preventors (includes parts and labor) 75.00 (C)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

UTILITY DEMOLITION DISCONNECT FEES

Utility disconnects for demolition:

Inside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

3/4" - 1" 126.00 (C)

Larger than 1" actual cost (C)

Fire lines (cut and cap @ property line):

2" 36.00 (C)

4" 133.00 (C)

6" 158.00 (C)

8" 199.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less 945.00 (C)

Up to 6" (per line), greater than 6' deep 2,530.00 (C)

Outside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

3/4" - 1" 157.00 (C)

Larger than 1" actual cost (C)

Fire lines (cut and cap @ property line):

2" 45.00 (C)

4" 166.00 (C)

6" 198.00 (C)

8" 248.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less 1,182.00 (C)

Up to 6" (per line), greater than 6' deep 3,163.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

INDUSTRIAL WASTE FEES

Users with wastewater discharge exceeding maximum limits for Total Suspended Solids (TSS), 5-Day Biochemical Oxygen Demand (BOD), and Fats, Oil and Grease (FOG) shall be subject to monthly surcharges for the excess TSS, BOD and FOG as follows:

TSS:

$$\frac{\left[TSS \frac{mg}{L} - 300 \frac{mg}{L}\right]}{300 \frac{mg}{L}} \times \frac{\text{Monthly Flow gallons}}{1,000} \times \frac{\text{Treatment Cost}}{\text{per 1,000 gallons}} = \text{TSS Surcharge}$$

BOD:

$$\frac{\left[BOD \frac{mg}{L} - 300 \frac{mg}{L}\right]}{300 \frac{mg}{L}} \times \frac{\text{Monthly Flow gallons}}{1,000} \times \frac{\text{Treatment Cost}}{\text{per 1,000 gallons}} = \text{BOD Surcharge}$$

FOG:

$$\frac{\left[FOG \frac{mg}{L} - 100 \frac{mg}{L}\right]}{100 \frac{mg}{L}} \times \frac{\text{Monthly Flow gallons}}{1,000} \times \frac{\text{Treatment Cost}}{\text{per 1,000 gallons}} = \text{FOG Surcharge}$$

$$\text{Total Surcharge} = \text{TSS Surcharge} + \text{BOD Surcharge} + \text{FOG Surcharge}$$

Note 1: Treatment Cost = \$3.77 per 1,000 gallons

Note 2: Monthly flow (gallons) is determined by the metered water consumption.

Re-inspection fees40.00 (M)

The IW inspector shall inspect any repairs, replacements or other deficiencies and shall provide written notice of compliance or noncompliance. In the event of continuing noncompliance, re-inspections will be performed.

Hauler registration fee.....40.00 (M)

Registrations shall be effective for a period of three years. The registration required by the City shall be in addition to any other permits, registrations, or occupational licenses required by federal, state, and local agencies having lawful jurisdiction. The registration is not transferable.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

Copies:

Copies/Reports (per page)	0.15 (S)
Double sided copies	0.20 (S)
Certified copies.....	1.00 (S)
CD for photographs, recordings and videos (per CD)	1.00 (S)
Local agency checks	10.00 (C)
Crash report	10.00 (S)
Good conduct letter	10.00 (C)
Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time. Fees for the first thirty minutes are waived.	

Off-Duty Police Services (four hour minimum):

Regular Off-Duty Rates per Hour:

Police officer (request at least 7 days in advance).....	47.00 (C)
Police officer (request less than 7 days in advance	67.00 (C)
Details requiring a police supervisor	52.00 (C)
Road construction details	67.00 (C)

Holiday Off-Duty Rates per Hour:

Police officer.....	69.00 (C)
Details requiring a police supervisor	77.00 (C)

City Holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Civil Penalty Fines:

Interference with overtime parking enforcement	50.00 (M)
Tampering with immobilization device	100.00 (M)
Removal of immobilization device by enforcement officer	75.00 (M)
Skateboarding within central business district	10.00 (M)
Micromobility device and motorized scooters violation fee (per device):	
1 st offense.....	25.00 (M)
Successive offenses.....	45.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC SAFETY FEES (CONTINUED)

Responding to false alarms:

First response	0.00
Second and third response within 6 months of first response.....	0.00
Business:	
Fourth response within 6 months of third response	50.00 (M)
All succeeding responses within 6 months of the last response	100.00 (M)
Residential:	
Fourth response within 6 months of third response	25.00 (M)
All succeeding responses within 6 months of the last response	50.00 (M)

Parking Fines: *

Each fine amount includes a \$5.00 surcharge as authorized by Florida State Statute 316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossing Guard programs within the City of Winter Park

Blocking drive or roadway (travel lane/obstructing traffic).....	25.00 (M)
Bus zone or taxi stand.....	25.00 (M)
Disabled only/permit required.....	255.00 (S)
Double parking	25.00 (M)
Extended over lines	25.00 (M)
Fire lane/hydrant/red curb	110.00 (S)
Loading zone (commercial vehicles only)	25.00 (M)
Other	25.00 (M)
On parkway	25.00 (M)
On sidewalk/crosswalk	25.00 (M)
Over posted time limit.....	25.00 (M)
Parking prohibited (yellow curb/no sign)	25.00 (M)
Rear or left wheels to curb	25.00 (M)
Successive overtime (each offense)	45.00 (M)
Unauthorized (reserved) space	25.00 (M)
Where signs prohibit.....	25.00 (M)
Movement of vehicle in Central Business District to circumvent posted parking restrictions	55.00 (M)

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

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

Traffic signal violations:

Red light camera infraction	158.00 (S)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC SAFETY FEES (CONTINUED)

FIRE FEES:

EMS Transport Fee:

Transport:

BLS.....	720.00 (M)
ALS1.....	925.00 (M)
ALS2.....	1,028.00 (M)

Plus distance transported from incident location to medical facility . 12.00 per mile (M)
HIPAA qualified patient information package (per patient event)..... 50.00 (C)

Motor Vehicle Fire Response:

Motor Vehicle Fire Response: 500.00 (M)

False Alarm Response fee:

First response.....	0.00 (M)
Second and third response within 6 months of first response.....	0.00 (M)
Fourth response within 6 months of third response	100.00 (M)
All succeeding within 6 months of the last response.....	250.00 (M)
Known alarm is activated by on scene construction workers or alarm company technicians.....	200.00 (M)

Fire/Rescue Service fees:

Hourly Charges for city employees and equipment:

Command unit/Chief officer, per hour or part thereof.....	125.00 (C)
Engine company, per hour or part thereof.....	225.00 (C)
Ladder company, per hour or part thereof.....	275.00 (C)
Rescue unit, per hour or part thereof	200.00 (C)
Special needs.....	Figured on a cost recovery basis (C)

Hazardous materials cost recovery fees and/or response to intentional, malicious or negligently incidents are based on the cost of manpower, equipment and materials used.

Fire inspections:

After hour inspections..... 200.00 (C)

Maintenance reinspection fee:

First reinspection	No Charge (M)
Second reinspection	40.00 (M)
Third reinspection.....	60.00 (M)
Fourth reinspection.....	100.00 (M)
Any subsequent reinspections	100.00 (M)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC SAFETY FEES (CONTINUED)

Licensing Fees:

Health Department inspections	40.00 (M)
HRS inspections.....	40.00 (M)
Occupational License inspections	40.00 (M)

Permits By Use: (annual registration fee)

Ammunition, explosives and blasting agents	40.00 (M)
Burn permits (bonfires).....	40.00 (M)
Cryogenic fluids.....	40.00 (M)
Dry cleaning plants.....	40.00 (M)
Fire lane permits	40.00 (M)
Fireworks.....	40.00 (M)
Flammable/combustible liquids	40.00 (M)
High piled combustible stock.....	40.00 (M)
Hazardous chemicals	40.00 (M)
LP gas	40.00 (M)
Lumber storage	40.00 (M)
Places of assembly	40.00 (M)
Repair garages.....	40.00 (M)
Tents and air supported structures	40.00 (M)

Plans Review Fees:

Construction plans review - new and existing:	
\$1,000 value or less (no inspector training fee).	25.00 (M)
\$1,001 value or over.....	55.00 plus 0.05% of total work (M)
Revised plans.....	25.00 (unless more than 50% of original plan, then full fee applies) (M)
Construction inspections	25.00 or 1/2% of valuation (whichever is greater) (M)
After hour inspections.....	200.00 (M)
Construction reinspection fees:	
First reinspection	40.00 (M)
Second reinspection.....	50.00 (M)
Additional reinspection	100.00 (M)

Special Detail Services:

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PUBLIC SAFETY FEES (CONTINUED)

Public Education Services:

Fire station birthday party program:	
Basic program	175.00 (C)
Plus \$5.00 per person up to a maximum of 20 attendees	
First aid class (per student)	20.00 (C)
CPR classes (per student)	40.00 (C)
Offsite training fee (per student)	10.00 (C)
Combination first aid and CPR class (per student)	50.00 (C)
Babysitter training class (per student)	55.00 (C)
Basic medical training class (per student)	100.00 (C)
Intermediate medical training class (per student)	150.00 (C)
Advanced medical training class (per student)	250.00 (C)
Fire training course (classroom only, per student)	500.00 (C)
Advanced fire training (includes cost of materials, per student)	700.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball	500.00 (M)
Men's Basketball League Team Fee.....	450.00 (M)
Co-ed Kickball	400.00 (M)

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

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

Unscheduled or Late Reservation Rates (less than two full business days) Add \$15.00 per hour.

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

Before 5:00 p.m., per hour	40.00 (C)
After 5:00 p.m., per hour	60.00 (C)
Saturday and Sunday	60.00 (M)
Field prep (lines), per field each time (standard lining multipurpose field)	55.00 (C)
Field prep (lines), per field each time (multi lining multipurpose field).....	105.00 (C)
Field prep (lines), late reservations per multipurpose field Standard lines... (less than two full business days notice)	110.00 (C)
Field prep (lines), for late reservations per multipurpose field Multi lines..... (less than two full business days notice)	155.00 (C)
Field prep (lines), per field each time (standard lining Baseball/Softball).....	30.00 (C)
Field prep (lines), per field each time (specialty lining Baseball/Softball).....	55.00 (C)
Field prep (lines), for late reservations per Baseball Softball field	55.00 (C)
 All day (8:00 am to 9:00 pm)	 450.00. (C)
All day (8:00 am to 9:00 pm) Weekend	700.00 (M)

Winter Park Youth League Fee: (specific guidelines apply)

Martin Luther King, Jr., Showalter East 1,2 and Ward A1, A2, C,.....	40.00 (C)
Baseball, Softball Fields	

Ward Park Field B:

Before 5:00 p.m., per hour	50.00 (C)
After 5:00 p.m., per hour	75.00 (C)
Saturday and Sunday	75.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARKS AND RECREATION FEES (continued)

Ward Park Field B (continued):

Field prep (lines), per field each time (standard lining)	60.00 (C)
Field prep (lines), per field each time (multi lining).....	110.00 (C)
Field prep (lines), for late reservations per field Standard lining	110.00 (C)
(less than two full business days)	
Field prep (lines), for late reservations per field multi lining	160.00 (C)
 All day (8:00 am to 9:00 pm)	550.00 (C)
All day (8:00 am to 9:00 pm) Weekend.....	1000.00 (M)

Winter Park Youth League Fee Field B:

Field B	50.00 (C)
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Field 7 Batting Cages (2 cages per hour)

Cages 1 & 2.....	7.00
Cages 3 & 4.....	7.00

Showalter Stadium: 25% of Stadium rental fees allocated to field maintenance account. (Track, Field, or Stadium)

Track Only (less than 400 people, 2 hour minimum, includes starting blocks)

Deposit	100.00 (M)
Before 5:00 p.m., per hour	35.00 (M)
After 5:00 p.m., per hour	60.00 (M)
Saturday/Sunday.....	60.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	300.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	300.00 (M)
Full Day Weekend 8:00 a.m. to 5:00 p.m.	450.00 (M)

Field Only (less than 400 people, 2 hour minimum,)

Deposit	500.00 (M)
Before 5:00 p.m., per hour	55.00 (M)
After 5:00 p.m., per hour	80.00 (M)
Saturday/Sunday.....	80.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	400.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	400.00 (M)
Full Day Weekend 8:00 a.m. to 5:00 p.m.	550.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARKS AND RECREATION FEES (continued)

Stadium (includes scoreboard, track, equipment package, Ward C and Showalter East Fields. Video display scoreboard not included)	
Deposit	1000.00 (M)
Before 5:00 p.m., per hour	180.00 (M)
After 5:00 p.m., per hour	280.00 (M)
Saturday/Sunday.....	280.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	1550.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	1400.00 (M)
Full Day Weekend 8:00 a.m. to 5:00 p.m.	2,500.00 (M)

Concession Stand (2 hour minimum)	
Deposit	500.00 (M)
Hourly	50.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	350.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	350.00 (M)

Equipment (includes pole vault pads and standards, high jump pads and standards, steeplechase, One discus cage, nine starting blocks, one shotput circle Long Jump and 130 hurdles,)	
Deposit	100.00 (M)
Individual Equipment	50.00 (M)
Package	200.00 (M)
*equipment fees allocated to a replacement account	

Showalter Track Membership October 1 through September 30 Prorated	
Monthly Resident.....	20.00 (M)
Monthly Non Resident	30.00 (M)
Annual Resident.....	150.00 (M)
Annual Non Resident	250.00 (M)

Trainer/Instructor: Less than 15 students, October 1 through September 30 Prorated	
Monthly	50.00 (M)
Yearly	500.00 (M)
*Open Space Business Permit Required	

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARKS AND RECREATION FEES (continued)

Recreation ID Membership Card:

Resident, Military or 1 st Responder	FREE (M)
Non-resident.....	20.00 (M)
Card Replacement Fee.....	5.00 (C)

Youth After School Program:

Resident (monthly).....	50.00 (M)
Non-resident (monthly).....	85.00 (M)
Registration fee	25.00 (M)
Fee for students qualifying for free/reduced lunch, (monthly), (City residents only)	30.00 (M)

Middle School After School Program:

Middle School After School Program (per semester): Semester 1 Aug-Dec, Semester 2 Jan-May
additional fee may apply for field trips

Resident, Registration Fee.....	50.00 (M)
Non-Resident Registration	100.00 (M)

Teen Summer Camp Program (completed grades 5 – 7, per week):

Resident.....	60.00 (M)
Each Additional Resident Child in same family	40.00 (M)
Resident Free/reduced lunch, per child	35.00 (M)
Non-resident	85.00 (M)
Additional non resident child	65.00 (M)
Registration fee	25.00 (M)

Youth Summer Camp Program (completed grades K – 4, per week):

Resident:	
1 st child in family.....	85.00 (M)
Each additional child in family	60.00 (M)
Non-resident.....	105.00 (M)
Non Resident Additional Child	80.00 (M)
Resident Free lunch	20.00 (M)
Resident Reduced lunch,	30.00 (M)
Registration Fee.....	25.00 (M)

School's Out Program (single day camp during school year holidays):

Resident, per day	20.00 (M)
Non-resident, per day.....	25.00 (M)
After School Participant.....	15.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARKS AND RECREATION FEES (continued)

Holiday Camps:

Half Session – 2-3 Days

Resident	50.00 (M)
Non-resident.....	75.00 (M)
After School Participant.....	30.00 (M)

Full Session – 4-5 Days

Resident	70.00 (M)
Non-resident.....	95.00 (M)
After School Participant,	30.00 (M)

Kid Night Out:

Resident registration fee	8.00 (M)
Non-resident registration fee.....	10.00 (M)

Late fee for all programs:

Late pickup ,1 st 15 minutes.....	5.00 (M)
Each additional 15 minutes	5.00 (M)

General Program Guidelines:

Youth/Teen Program Fees (based on minimum enrollment) Direct Cost

Adult Programs (based on minimum enrollment).....Direct Costs plus 15%

Community Center & Cady Way Pool:

Daily (Resident, Military or 1 st Responder).....	3.00 (M)
Daily (non-resident).....	6.00 (M)
Group rate (residents, over 15 guests in a group, per group member)	2.00 (M)
Group rate (non-residents, over 15 guests in a group, per group member).....	5.00 (M)
Ten visit punch pass (resident)	20.00 (M)
Ten visit punch pass (non-resident)	40.00 (M)
Pool rental:	
Less than thirty guests (hourly, 2 hour minimum)	150.00 (M)
Additional hourly fee per fifteen guests over initial thirty guests.....	17.00 (M)
Deposit	150.00 (M)
Pool Party – 2 hours, maximum of 40 guests, normal operational hours.....	150.00 (M)

Individual and Family Passes valid for 6 months (October-March or April-September)

Individual Pool Pass – (Resident, Military or 1 st Responder)	65.00 (M)
Individual Pool Pass – (non-resident)	100.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARKS AND RECREATION FEES (continued)

Community Center & Cady Way Pool (continued):

Family Pool Pass – (residents, up to 5 family members per pass).....	180.00 (M)
Family Pool Pass – (non-residents, up to 5 family members per pass).....	275.00 (M)
Family Pool Pass – (CRA residents, up to 5 family members per pass).....	105.00 (M)
Cady Way Reserved Camp Swim.....	5.00 (M)
Dive In's & City Sponsored Events (Residents)).....	FREE

Lap Swim Pass 4 Seasons: summer – June to August, fall – September to November,
 Winter – December to February and Spring – March to May:

Lap Swim Pass – (Resident, Military or 1 st Responder).....	40.00 (M)
Lap Swim Pass – (non-resident).....	60.00 (M)
Lap Swim Pass – (CRA resident).....	30.00 (M)

Swim Lessons

Resident Group lessons.....	40.00(M)
Non-Resident Group lessons.....	60.00(M)

Private Lessons

1 lesson.....	30.00(M)
5 lessons.....	125.00(M)
10 Lessons.....	200.00(M)

Semi Private Lessons (up to 2 people)

1 lesson.....	40.00(M)
5 lessons.....	160.00(M)
10 Lessons.....	250.00M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARKS AND RECREATION FEES (continued)

Fitness/Weight Room:

Annual Pass: *prorated fee

Resident, Military or 1st Responder 100.00 (M)

Non-resident..... 175.00 (M)

CRA area resident..... 75.00 (M)

Monthly Pass: *prorated fee

Resident, Military or 1st Responder 18.00 (M)

Non-resident..... 30.00 (M)

CRA area resident..... 12.00 (M)

Daily pass, all users 5.00 (M)

Youth Annual Pass (ages 12-17, ages 12--13 will be required to attend training)

Resident 30.00 (M)

Non-resident..... 50.00 (M)

Corporate rate:

Fitness/Weight Room

(includes 7 vouchers, \$70 each per year for each additional

voucher over 10, provides access to lap swim, open gym, and

open volleyball)..... 350.00 (M)

Senior Program

Resident, Military or 1st Responder Free with Membership ID

Non Resident Annually (Unlimited Wellness Class Pass, must have Rec ID) ...\$25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

CEMETERY FEES

Palm Cemetery:

Single space - resident.....	5,500.00 (M)
Single space – qualified non-resident	6,000.00 (M)
Cremation space - resident	850.00 (M)
Cremation space – qualified non-resident.....	900.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,300.00 (M)
Weekdays, for graveside services beginning after 3:30 pm).....	1,400.00 (M)
Saturdays	1,600.00 (M)
Infant burial.....	750.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,300.00 (M)
Mausoleum space (limited number of spaces).....	80,000.00 (M)
Extra Tent for graveside service	100.00 (M)
Extra set of chairs	50.00 (M)

Pineywood Cemetery:

Single space - resident.....	2,800.00 (M)
Single space – qualified non-resident	3,300.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Cremation space - resident	650.00 (M)
Cremation space – qualified non-resident.....	700.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,300.00 (M)
Weekdays, for graveside services beginning after 3:30 pm).....	1,400.00 (M)
Saturdays	1,600.00 (M)
Infant burial.....	750.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,300.00 (M)
Extra Tent for graveside service	100.00 (M)
Extra set of chairs	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

CEMETERY FEES (CONTINUED)

Columbarium:

Single or Double space:

Resident	2,500.00 (M)
Qualified non-resident	3,100.00 (M)
Interment (Saturday)	350.00 (M)
Tent for columbarium interment	1000.00 M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

GOLF COURSE FEES (all include sales tax)

Green Fees (Residents/Non-residents) 9 Hole Course:

Resident Monday-Thursday	15.00 (M)
Non Resident Monday - Thursday	20.00 (M)
Resident Friday – Sunday, Holidays	18.00 (M)
Non Resident Friday – Sunday, Holidays	25.00 (M)
Youth 12 and Under	7.00 (M)

Green Fees:

Replay rate for all players	10.00 (M)
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Annual Play Pass:

Single resident,	1,100.00 (M)
Single non-resident	1,650.00 (M)
Premier Partnership	20,000.00 (M)
Summer Junior Pass	200.00 (M)

Cart Rental:

Electric Cart 9-Hole – Single (includes sales tax)	10.00 (M)
Pull cart (includes sales tax)	4.00 (M)
Club Rental (includes tax)	10.00 (M)

Tournament Fees (includes tax):

30% discount off tournament fee for verified non-profits	
Weekday Night scramble (36 person minimum)	1,100.00 (M)
Each additional golfer above 36	35.00 (M)
Weekend Night scramble (36 person minimum)	2,200.00 (M)
Each additional golfer above 36	35.00 (M)
Weekday Private scramble (36 person minimum)	1,800.00 (M)
Each additional golfer above 36	25.00 (M)
Weekend Private scramble (36 person minimum)	3,000.00 (M)
Each additional golfer above 36	25.00 (M)

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

Playing lessons, per person:

6 holes, approximately 1 hour	125.00 (M)
9 holes, approximately 1.5 hours	200.00 (M)

Course Rental

Full Course Rental – Daily 7am to Dusk Events - Free to Public	6,000.00 (M)
Full Course Rental – Daily 7am to Dusk – Paid Admission Events	12,000.00 (M)
Admission/Income percentage subject to negotiation.	

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

GOLF COURSE FEES (continued, all include sales tax)

Putting Course Rental

Full Day – Free to Public or Private	\$1000.00 (M)
Half Day – Free to Public or Private	\$500.00 (M)
Full Day – Paid Admission Events	\$2000.00 (M)
Half Day – Paid Admission Events	\$1000.00 (M)

Winter Park Pines:

Green Fees (Residents/Non-residents) 18 Hole Course with cart:

Resident Monday-Thursday	34.00 (M)
Non Resident Monday - Thursday	39.00 (M)
Resident Friday – Sunday, Holidays	39.00 (M)
Non Resident Friday – Sunday, Holidays	45.00 (M)
9 Holes + Twilight (after 3 pm):	
Resident	24.00 (M)
Non Resident	28.00 (M)

Annual Play Pass:

Single Full Membership Resident	1,100.00 (M)
Single Full Membership Non-resident	1,650.00 (M)
Add Adult Family Member Resident	550.00 (M)
Add Adult Family Member Non-Resident	825.00 (M)
Add Youth Family Member Resident	365.00 (M)
Add Youth Family Member Non-Resident	547.00 (M)

Driving Range:

Large bag of range balls (50)	7.00 (M)
Small bag of range balls (15)	3.00 (M)
(20) Large bags of range balls	125.00 (M)

Cart Fees:

18 Holes	15.00 (M)
9 Holes	10.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

TENNIS FEES

Tennis Court Memberships:

Annual Membership

All Courts

Resident	400.00 (M)
Non Resident	600.00 (M)
Senior Resident.....	350.00 (M)
Senior Non Resident	500.00 (M)
Youth Resident (21 and under)	150.00 (M)

Additional Family Member

Resident	200.00 (M)
Non Resident	275.00 (M)
Senior Resident	150.00 (M)
Senior Non Resident	225.00 (M)
Youth Resident (21 and under)	50.00 (M)

Monthly Play Pass (3-month minimum)

All Courts

Resident	45.00 (M)
Non Resident	60.00 (M)
Senior Resident	35.00 (M)
Senior Non Resident.....	45.00 (M)
Youth Resident (21 and under).....	20.00 (M)

Non Member Fees:

Residents

All courts (includes tax)	7.00 (M)
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Non-Residents

All court (includes tax)	8.00 (M)
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Punch Pass (10 visits):

Resident.....	63.00 (M)
Non Resident.....	72.00 (M)

Punch Pass (20 visits):

Resident.....	133.00 (M)
Non Resident.....	152.00 (M)

League Rate:

Full Year League Fee	150.00 (M)
Half Year League Fee.....	75.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

TENNIS FEES (continued)

League Fee +	(\$21.00* # of lines * # of home meets)/(% of members on roster)
Annual Pass Ball rental machine, hourly.....	10.00 (M)
Ball rental machine, hourly	20.00 (M)
Annual ball machine membership, per person (twenty memberships available).....	200.00
Annual ball machine membership, family (twenty memberships available).....	250.00
Special Events	
Member.....	0 – 20.00 (M)
Non Member.....	6.00 – 30.00 (M)

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

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

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

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

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

RECREATION FACILITY RENTAL FEES (CONTINUED)

COMMUNITY CENTER:

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

CRA district resident discount off regular fee 25%

Rates:

Small room, A or B or senior room, hourly	75.00 (M)
Large room, C or D, hourly	105.00 (M)
Ballroom; A,B,C and D combined, hourly	325.00 (M)
Rooms C, D and kitchen combined, hourly	250.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,350.00 (M)
Ballroom and kitchen combined, hourly	375.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,750.00 (M)
Ballroom, kitchen 4:00 pm to midnight with 2 hour amph.....	1,900.00 (M)
Kitchen, hourly	75.00 (M)
Early start fee (events requiring building access before 7:00 am)	75.00 (C)
Early set up fee	200.00 (M)

Amphitheater (outdoor stage):

Two hours.....	175.00 (M)
Six hours	500.00 (M)

Gymnasium:

Half of gym, hourly	60.00 (M)
Entire gym, hourly	140.00 (M)

Deposit:

Large/Small meeting room/amphitheater/kitchen	150.00 (M)
Half Ballroom A/B or C/D combined	300.00 (M)
Full Ballroom A,B,C and D combined	500.00 (M)
Unscheduled time premium over regular rate, hourly	30.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

RECREATION FACILITY RENTAL FEES (CONTINUED)

WINTER PARK EVENTS CENTER: (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits)

Entire Building (full building rental required on Friday and Saturday): (includes Grand Ballroom, Rooftop Terrace, Rooftop Meeting Room, and Pre-function Lobby)

Any 8-hour block between 10am-11pm, extra hours can be added not to exceed 10am or 11pm

Friday	4,800.00 (M)
Saturday	5,200.00 (M)
Sunday	4,200.00 (M)
Monday to Thursday (9:00 am to 5:00 pm, per hour).....	3,150.00 (M)
Additional Setup Time, Per Hour.....	300.00

Grand Ballroom:

Sunday to Thursday (8:00am to 10:00 pm, per hour).....	450.00
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Rooftop Terrace:

Sunday to Thursday (includes Rooftop Terrace and Meeting Room):

Minimum charge for three hours.....	1,700.00 (M)
Additional charge for each hour above three.....	250.00 (M)

Sunday to Thursday ((Terrace only)

Minimum charge for three hours.....	1,500.00 (M)
Additional charge for each hour above three.....	200.00 (M)

Rooftop Meeting Room (Sunday to Thursday, 8:00 am to 10:00 pm,

per hour).....	250.00 (M)
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Tiedtke Amphitheater (Sunday to Thursday):

Minimum charge for three hours	1,200.00 (M)
Additional charge for each hour above three	200.00 (M)
Friday and Saturday (available as an add-on to entire building rental)	

Selected Belvedere areas (Sunday to Thursday):

Minimum charge for three hours	1,000.00 (M)
Additional charge for each hour above three	150.00 (M)
Friday and Saturday (available as an add-on to entire building rental)	

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

RECREATION FACILITY RENTAL FEES (CONTINUED)

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

(Friday and Saturday- Full Building)

Hourly	225.00 (M)
4 p.m. to 12 midnight	1,350.00 (M)
Deposit	300.00 (M)

Hourly: (Sunday through Thursday)

Dining Room (hourly)	125.00 (M)
Club lounge (hourly)	125.00(M)
Full building (hourly)	200.00 (M)
Deposit	300.00 (M)

FARMER'S MARKET:

Saturday Market:

12' x 10' space Outside without electricity (per month)	115.00 (M)
Additional ½ space 6 feet (per month)	60.00 (M)
12' x 10' space outside with electricity (per monthly)	140.00 (M)
10% discount for 6 months paid upfront. 15% discount for entire year paid upfront	

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

Hourly: (Sunday through Thursday)	300.00 (M)
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Entire Building

5:00 p.m. to midnight, Fri. and Sat	2,400.00 (M)
Parking Lot - in addition to building time rental	400.00 (M)
Deposit	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

RECREATION FACILITY RENTAL FEES (CONTINUED)

Winter Park Welcome Center:

Winter Park Community Foundation Room

(includes catering kitchen, restrooms and outdoor patio):

Weekday for 1 – 4 hours, per hour	70.00 (M)
Weekday for over 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for 1 - 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for over 4 hours, per hour	50.00 (M)
Weekend (all day)	500.00 (M)

Note: rental rates can be reduced by 50% for one half of room

Entire First Floor (includes Galloway Foundation gallery, Welcome gallery and Winter Park Health Foundation Community Room):

Weekday (until 6:00 pm)	not available
Weekday (after 6:00 pm), per hour	90.00 (M)
Weekend (all day)	750.00 (M)
Fire marshal, required to be on site for events hosting over 90 people, per hour	25.00 (M)

Winter Park Welcome Center (continued):

Additional one-time fees:

Cleaning (for events over 4 hours)	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour	20.00 (M)
Staffing (weekends), per hour	25.00 (M)

Gallery display use deposit	100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than thirty days in advance)	25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% Resident, Military or 1st Responder discount):

Small Pavilion:

Full day	75.00 (M)
Half day	40.00 (M)

Central Park:

Small events (less than 400 people)	
North Park or South Park	850.00 (M)
North and South Park	1,325.00 (M)
Large events (400 – 2,000 people)	2,200.00 (M)
Significant events 2,001 + people	3,600.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)
Rose Garden wedding	225.00 (M)
20% Resident, Military or 1 st Responder discount	
Deposit	100.00 (M)

Central Park West Meadows:

(fee is doubled for functions charging admission):

Small events (less than 400 people)	800.00 (M)
Large events (400 – 2,000 people)	1,800.00 (M)
Significant events 2,001 + people	3,000.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

Mead Garden:

Group Events:

Small events (less than 400 people)	800.00 (M)
Large events (400 – 2,000 people)	1,800.00 (M)
Significant events 2,001 + people	3,000.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)
Amphitheater (20% resident Military or 1 st Responder discount)	
Weekdays (three hours)	425.00 (M)
Weekends (three hours)	595.00 (M)
Deposit	300.00 (M)
Large Pavilion (20% resident Military or 1 st Responder discount)	
Full day	125.00 (M)
Half day (open to noon or 2 pm to close)	90.00 (M)
Alice's Pond	
North Side (Capacity 50/4 hr rental)	400.00 (M)
South Side (Capacity 150/4 hr rental)	500.00 (M)
Deposit	200.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARK FEES (continued)

Mead Garden (continued):

Camellia Garden:
Capacity 50/ 4 hr rental).....\$425.00 (M)
Deposit\$300.00 (M)

Discovery Barn:
Capacity 100/ 4 hr rental).....\$300.00 (M)
Deposit\$100.00 (M)

The Grove – includes stage, lawn and Pole Barn Capacity 1,000:
Less than 400 people.....\$1,425.00 (M)
400-1,000 people\$1,950.00 (M)
Deposit\$700.00 (M)
Set Up Day.....75% of small event fee

Legacy Garden:
Up to 50 people.....500.00 (M)
51 – 100 people\$750.00 (M)
101 – 150 people1,050.00 (M)
Deposit\$300.00 (M)

Pole Barn:
Capacity 30\$300.00 (M)
Deposit\$100.00 (M)

Azalea Lodge Reception Hall and Meeting Center:

October – May:

Mon – Thu, before 4:00 pm (per hour, 3 hr min)125.00 (M)
Mon – Thu, after 4:00 pm (per hour, 3 hr min)175.00 (M)
Fri and Sun (8 hour rentals)2,250.00 (M)
Saturday (8 hour rentals)1,850.00 (M)

June – September:

Mon – Thu, before 4:00 pm (per hour, 3 hr min)100.00 (M)
Mon – Thu, after 4:00 pm (per hour, 3 hr min)100.00 (M)
Fri and Sun (8 hour rentals)1,850.00 (M)
Saturday (8 hour rentals)1,450.00 (M)
Deposit500.00 (M)

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

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARK FEES (continued)

Lake Baldwin Park:

Group Events:

Small events (less than 400 people)	800.00 (M)
Large events (400 – 2,000 people)	1,750.00 (M)
Significant events 2,001 + people	2,875.00(M)

Set up days for event preparation 75% of Small Event Fee (M)

Martin Luther King, Jr., Park:

Group Events:

Small events (less than 400 people)	800.00 (M)
Large events (400 – 2,000 people)	1,750.00 (M)
Significant events 2,001 + people	2,875.00 (M)

Set up days for event preparation 75% of Small Event Fee (M)

East Lawn Area (less than 200 people, hourly before dark) 50.00 (M)

Community Playground pavilion (20% Resident, Military or 1st Responder discount):

Full day	100.00 (M)
Half day (open from noon or 2 pm to close)	60.00 (M)

Ward Park:

Large Pavilion (20% Resident, Military or 1st Responder discount):

Full day	125.00 (M)
Half day (open to noon or 2 pm to close)	90.00 (M)

Howell Branch Preserve:

Pavilion (20% Resident, Military or 1st Responder discount):

Full day	100.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Observation Deck and Tables:

Full day	60.00 (M)
Half Day (open to noon or 2pm to close)	35.00 (M)

Cady Way Park:

Group Events:

Small events (less than 400 people)	800.00 (M)
Large events (400 – 2,000 people)	1,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

PARK FEES (continued)

Shady Park:

Group Events:

Small events (less than 400 people)	800.00 (M)
Large events (400 – 2,000 people)	1,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)
Large Pavilion (20% Resident Military or 1 st Responder discount):	
Full day	125.00 (M)
Half day (open to noon or 2:00 pm to close)	90.00 (M)

Phelps Park:

Pavilion Rental (20% Resident, Military or 1st Responder discount)

Full day	100.00 (M)
Half day (open to noon or 2:00 pm to close)	60.00 (M)
Small Pavilion (20% Resident, Military or 1 st Responder discount)	
Full day	60.00 (M)
Half day (open to noon or 2:00 pm to close)	35.00 (M)

Kraft Azalea Garden:

Exedra area wedding	400.00 (M)
20% Resident, Military or 1 st Responder discount	
Exedra area wedding deposit	100.00 (M)

Violation of dog ordinance (issued by City Code Enforcement):

1 st offense	50.00 (M)
2 nd offense	100.00 (M)

Open Space Business Permit: Programs and Services offered in Central Park are limited to 50 attendees or less. Over 50 attendees will require a small event rental fee and application.

Monthly:

Twenty attendees or less	35.00 (M)
Over twenty attendees	110.00 (M)

Open Space Park Concessionaire Permit:

Category A: Prepackaged food/beverage, no cooking.

Per sales day per sales station	25.00 (M)
Per week (three day limit) per sales station	60.00 (M)
Per month (12 day limit) per sales station	150.00 (M)

Category B: Prepared Food as defined by Florida DBFR.

Per sales day per sales station	50.00 (M)
Per week (three sales day limit) per sales station	120.00 (M)
Per month (12 sales day limit) per sales station	300.00 (M)

Open Space Park Photography Business Permit:

Daily Fee	25.00 (M)
Weekly Fee	60.00 (M)
Annual Fee	500.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2022

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES: Rental equipment fees allocated to equipment replacement account.

Special Use permit fee	25.00 (M)
Holiday Rate.....	Double hourly Regular Rate (M)
.....	Rental Rates (M)
Facility rental building late payment fee	5% of balance due (M)
Special event application fee	50.00 (M)
Parks Alcohol Usage Request Application Fee (non-refundable)	50.00 (M)
Sat Market Tables, each (round and rectangular, inside use only)	8.00 (M)
LCD projector and screen	50.00 (M)
Wireless microphone	50.00 (M)
Pipe and Drape	50.00 (M)
Portable stage	100.00 (M)
Staffing (per hour)	35.00 (M)
Crowd control fencing (per 200 feet)	150.00 (M)
Special event trailer with tables and chairs	300.00 (M)
Equipment Rental - Per Event:	
Banquet tables (each, off site events only)	5.00 (M)
Folding chairs (each)	2.00 (M)
Podium (each)	20.00 (M)
Portable public address system	75.00 (M)
Set-Up/Breakdown	50.00 (C)
Operator (hourly)	30.00 (C)
Risers 3' x 8' (each)	40.00 (M)
Table skirts (each)	15.00 (M)
Tent 20' x 40'	375.00 (M)
Tent 10' x 10'	75.00 (M)
Tent 10' x 10' Fire Rated 701	100.00 (M)
Portable Scoreboard per day	50.00 (M)

Cancellation Fees:

Pavilions and Fields (no deposit is required):

Cancellation with less than 7 days notice	No refund (M)
Cancellation with 8-90 days notice	Retain 25% of rental fee (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

Buildings*, amphitheater, park rentals (deposit is required):

Cancellation with less than 30 days notice	Retain 100% of rental fee (M)
Cancellation with 30-60 days notice	Retain deposit (M)
Cancellation with 60-90 days notice	Retain 50% of deposit (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

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

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