



city commission agenda

June 8, 2020
3:30 PM
Virtual meeting -
REVISED
AGENDA
6/4/2020

mayor & commissioners				
seat 1 Marty Sullivan	seat 2 Sheila DeCiccio	Mayor Steve Leary	seat 3 Carolyn Cooper	seat 4 Todd Weaver

Virtual City Commission public comment procedures:

- Please see the link below for instructions on providing public comment:
<https://cityofwinterpark.org/cclive>.
- If you would like to provide comments prior to the meeting, please send them to MayorandCommissioners@cityofwinterpark.org. These comments will be received by the City Commissioners and staff, however, will not be read publicly into the record during the meeting. This is consistent with our normal procedures for emails received prior to a City Commission meeting.

agenda

*times are projected and
subject to change

1. Meeting Called to Order

2. Invocation

**Peter Moore, Division Director Office of
Management and Budget**

Pledge of Allegiance

3. Approval of Agenda

4. Mayor's Report

5. City Manager's Report

a. City Manager's Report

5 minutes

6. City Attorney's Report

7. Non-Action Items

a. Micromobility Prohibition Discussion

30 minutes

8. Citizen 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 (3) minutes are allowed for each speaker)

9. Consent Agenda

- | | |
|--|-----------|
| a. Approve the minutes of May 11, 2020 | 1 minute |
| b. Approve the minutes of May 13, 2020 | 1 minute |
| c. Approve renewal of lease agreement with Historical Association | 2 minutes |
| d. Approve the following contract items: | 1 minute |
| 1. Associated Consultants International; Le-Huu Partners; Zyscovich: Amendment to renew RFQ-3-2017 – Continuing Professional Architectural Services; To be utilized on an as-needed basis. | |
| 2. SGM Engineering; Calvin, Giordano & Associates: Amendment to renew RFQ-9-2019 – Continuing Professional MEP Engineering Services; To be utilized on an as-needed basis. | |

10. Action Items Requiring Discussion

- | | |
|---|------------|
| a. Construction Noise Prohibitions | 30 minutes |
| Proposed changes to Ordinance 62-97 related to construction noise hours for residential properties. | |
| b. Discussion of meeting days and times | 15 minutes |
| c. OAO - Data & Analysis - Scopes of Work | 30 minutes |

11. Public Hearings

- | | |
|---|-----------|
| a. FDOT Fairbanks Donation (Right of Way Designations) | 5 minutes |
| <ul style="list-style-type: none">• Ordinance - Authorizing conveyance of city-owned property located adjacent to north right-of-way of S.R. 426 east of Harper Street (First Reading)• Ordinance - Authorizing conveyance of city-owned property located adjacent to S.R. 426 within the right-of-way of Harper Street. (First Reading)• Resolution - Designating a three-foot strip of land adjacent to Harper Street as part of the city's street system as public right-of-way. | |

12. City Commission Reports

13. Summary of Meeting Actions

Appeals and Assistance

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

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



city commission **agenda item**

item type	Invocation	meeting date	6/8/2020
prepared by	Assistant City Manager	approved by	
board approval	final vote		
strategic objective			

subject

Peter Moore, Division Director Office of Management and Budget

motion / recommendation

background

alternatives / other considerations

fiscal impact



city commission **agenda item**

item type	City Manager's Report	meeting date	6/8/2020
prepared by	Budget and Performance Measurement	approved by	
board approval	final vote		
strategic objective			

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

City Manager's Report

Upload Date

6/2/2020

Type

Cover Memo



90-Day Report

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

Upcoming Commission Items

Title 1: Exceptional Quality of Life

Item	Description	Item Department	Item Date
Launch of redesigned cityofwinterpark.org	The Communications and IT departments presented a preview of the 2020 redesign of the city's website, cityofwinterpark.org at the end of February. The redesign is focused on meeting ADA compliance and enhanced user-experience. The launch of the new site is expected in June 2020.	Communication	June

Title 1: Fiscal Stewardship

Item	Description	Item Department	Item Date
Adoption of Tentative Millage Rate	Adoption of the Tentative Millage rate that will become part of TRIM notice for the 2020 property tax year.	Administration	July
Budget Presentation	Presentation of the Fiscal Year 2020-2021 Budget to the City Commission.	Administration	July

Title 3: Investment in Public Assets & Infrastructure

Item	Description	Item Department	Item Date
Consumptive Use Permit	Request approval for a CUP 5 year analysis report.	Water & Sewer	June
Wastewater Interlocal Capital Contribution Payment	Finalize approval with the City of Orlando for waste water plant upgrades.	Water & Sewer	June
Wastewater Interlocal Contract	Renewal of Conserv II sewer treatment contract with Orlando.	Water & Sewer	June
City Fiber Network	Contract for buildout of the City's private fiber network in response to ITN. Master design and inventory of existing assets is currently being finalized.	IT	July
Sewer Capacity	Purchase of additional sewer capacity at Altamonte Springs.	Water & Sewer	June

Additional Items of City Interest

Title 4: Exceptional Quality of Life

Item	Description	Item Department
Agenda Management Program	In coordination with the Accessibility Requirements, the City is upgrading to an ADA compliant agenda management program. Staff is currently training on this software and hopes to go live with the Commission in July.	IT
MLK Park Plan	City has contracted professional services through Dix-Hite to conduct review of MLK master plan, assessment of neighborhood connectivity with MLK Park and Library/Event Center, and provide suitable options for replacement of Shady Park spray feature. CRA has ability to address some improvements at this site with potential funding as part of the CRA CIP.	Parks

Item	Description	Item Department
Public Art for I-4	Design selection by the Public Art Advisory Board was approved by the City Commission and the winning company, RLF, will finalize construction costs and options to bring the project in at the \$150k budget. This public art project, paid for by FDOT, is planned to be installed at the NE corner of W. Fairbanks and I-4.	Administration

Title 4: Intelligent Growth & Development

Item	Description	Item Department
City Hall Audio Visual and Broadcast System	The City Hall AV system needs to upgrade and modernize to: accommodate remote Commissioner participation, provide closed captioning to comply with ADA requirements, allow for effective audience overflow, and improve user experience.	IT
Permitting Software Upgrade	The building department is currently upgrading their platform to Energov to improve process time, data management, and efficiency. Go live date is expected in July	Building

Title 5: Investment in Public Assets & Infrastructure

Item	Description	Item Department
17/92 Corridor	Staff is currently working with FDOT Arterial Team to assess needs and scope for model development and funding needs. CRA has reserved funds for this project. The city will work with FDOT on design and other associated improvements such as coordinating of utility undergrounding, landscaping, and water & sewer improvements, over the next couple months. The corridor traffic modeling effort is underway with data collection.	CRA

Item	Description	Item Department
Electric Undergrounding	Miles of Undergrounding performed Project G: 4.1 miles 87% complete Project I: 6.9 miles 25% complete Project M: 90% complete Project W: 65% complete TOTAL so far for FY 2020: 2.9 miles	Electric
Fairbanks Transmission	End of June 2020 is the estimated completion date for the Fairbanks transmission project by Duke.	Electric
Lakemont Avenue	Scope to be determined. Work to be tentatively performed by new transportation planner position in conjunction with the Public Works and Planning Departments.	Public Works
Lakes Health Analysis	The Natural resources division of Parks (where lakes management now resides) along with Public Works, are preparing a presentation detailing historic and existing lake water quality along with previously implemented improvement projects and proposed future projects for information and discussion. It will illustrate excellent, good and impaired water quality criteria and where the City lakes rank accordingly.	Parks
Parks and Recreation Bike Path and Green Spaces Plan	Will be part of the overall Transportation Master Plan being performed by the Planning and Public Works Departments.	Public Works



city commission agenda item

item type	Non-Action Items	meeting date	6/8/2020
prepared by	Planning	approved by	City Manager, City Attorney
board approval	final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development, Public Health and Safety		

subject

Micromobility Prohibition Discussion

motion / recommendation

background

City staff has begun to receive a number of requests from Micro-Mobility companies that utilize scooters, bikes or other means of transportation to move into the Winter Park area. Typically, a company will want to bring in a "fleet" of vehicles, which are placed in areas around town for use by any person utilizing their app. There are a number of ways to utilize "geofencing" or creating defined areas of town where the units will not operate once they come into said defined area. Some of the companies use vehicles that can be used on roadways, but most scooter companies only allow their vehicles to operate on sidewalks. With changes in legislation each year, the ability for these vehicles to become more widespread is taking place.

Staff recently had a request for the deployment of 40 scooters that would specifically operate in our Central Business District and Park Ave. These scooters can travel from 5-20 mph and staff has serious concerns about introducing vehicles such as these into our pedestrian environment. Recently enacted legislation has expanded the locations micromobility devices and motorized scooters may legally operate by providing operators of these devices with the same rights and duties applicable to the rider of a bicycle. There are existing City Code provisions that prohibit bikes on sidewalks in the Central Business District, but do not address this issue for any other part of town. Additionally, there has been a recent request for a multi-passenger "bar" that allows users to pedal around town at a bar table that is steered by a driver, manned by a bartender and powered by customers. These commercial operations have become popular in college towns and in tourist locations. Another issue experienced in other areas where these devices are in use are the accumulation of units at the edge of "geofenced" locations. Current ordinances restrict this type of business, but it shows the increased desire for new types of commercial mobility operations in Winter Park.

The City does not allow any commercial vendors to operate on the city streets other than taxi services or rideshare such as Uber or Lyft. Any business must have a business license to operate within the city, but the ability to create new ordinances that would address micromobility are being preempted more by new state legislation each year.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description	Upload Date	Type
Prohibition Ordinance	5/26/2020	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REPEALING SECTIONS 98-6 AND 98-7 OF ARTICLE I OF CHAPTER 98, OF THE WINTER PARK CODE OF ORDINANCES; AMENDING CHAPTER 98 TO CREATE A NEW ARTICLE VII REGULATING BICYCLES, MOTORIZED SCOOTERS AND MICROMOBILITY DEVICES BY CREATING A NEW DIVISION 1 PROVIDING FOR PURPOSE, INTENT AND DEFINITIONS, A NEW DIVISION 2 REGULATING USE OF BICYCLES, MOTORIZED SCOOTERS AND MICROMOBILITY DEVICES, AND CREATING A NEW DIVISION 3 ESTABLISHING VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park (the "City") recognizes that the passage of HB 453 has expanded the rights of motorized scooter and micromobility device operators within the state and expanded the areas where micromobility device and motorized scooter operators may operate these devices under Section 316.2128, Florida Statutes; and

WHEREAS, Section 316.2128, Florida Statutes provides operators of motorized scooters and micromobility devices with the same rights and duties of the operator of a bicycle; and

WHEREAS, the City finds the proliferation of motorized scooters and micromobility device has dramatically increased the risk of traffic related injuries and fatalities to micromobility device and motorized scooter operators due to the risk of motor vehicle collisions with micromobility device and motorized scooter operators as well as micromobility device and motorized scooter operators colliding with pedestrians on sidewalks; and

WHEREAS, the brick lined streets, narrow sidewalks, high pedestrian traffic, and high volume arterial roadways within the City of Winter Park create unique hazards to pedestrians and operators of micromobility devices, motorized scooters, and bicycles not present in most cities; and

WHEREAS, operation of micromobility devices and motorized scooters is not compatible with the uses and activities within the Central Business District as defined by Article I, Chapter 58 of the Comprehensive Plan of the City due to high volumes of pedestrian and vehicle traffic; and

WHEREAS, motorized scooters and micromobility devices present a greater risk to riders and pedestrians than devices propelled by human power such as bicycles; and

WHEREAS, a study conducted by the Journal of American Medicine found that 94.3% of observed micromobility device riders were not wearing helmets and that only 4.4% of micromobility device riders admitted to the hospital were wearing a helmet at the time of the accident; and

WHEREAS, micromobility devices, motorized scooters, and bicycles parked improperly create dangerous conditions for pedestrians, particularly the disabled residents of the City; and

WHEREAS, Section 316.2128, Florida Statutes expressly reserves local authority and jurisdiction to regulate micromobility devices to the extent authorized by Section 316.008, Florida Statutes; and

WHEREAS, the City recognizes that Section 316.008(1)(a), Florida Statutes authorizes municipalities to regulate or prohibit "stopping, standing, or parking," that Section 316.008(1)(h), Florida Statutes authorizes municipalities to regulate bicycles, that Section 316.008(1)(n), Florida Statutes authorizes municipalities to prohibit or regulate the use of "heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic"; and

WHEREAS, the City recognizes that Section 316.008(7)(a), Florida Statutes authorizes municipalities to "permit, control, or regulate" vehicles operating on sidewalks including micromobility devices, bicycles, and motorized scooters; and

WHEREAS, notwithstanding that Section 316.1995, Florida Statutes, with limited exceptions, prohibits operation of vehicles on sidewalks, including micromobility devices and motorized scooters except to the extent a micromobility device or motorized scooter is propelled by human power, and this Ordinance reiterates such prohibitions; and

WHEREAS, the City recognizes the First District Court of Appeals recently upheld a total prohibition on motorized scooter rentals within the City of Panama City Beach in *Classy Cycles, Inc. v. Pan. City Beach*, 2019 Fla. App. LEXIS 16995; and

WHEREAS, the City finds a comprehensive regulatory scheme is necessary to mitigate the risk posed by motorized scooters and micromobility devices within the City; and

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

SECTION 1: Recitals. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings and legislative intent of the City Commission of the City of Winter Park

SECTION 2: Amendment. That Chapter 98 "Traffic and Vehicles" of the City of Winter Park Code of Ordinances is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; provisions not shown are not being amended):

Chapter 98. Traffic and Vehicles.

Article I. – In General

~~Sec. 98-6. – Bicycle riding.~~

~~(a) Official bike paths shall be used in lieu of city streets where available and so long as their use will not endanger the safety of pedestrians.~~

~~(b) It shall be unlawful for any person to ride a bicycle upon any sidewalk within the central business district of the city.~~

~~Sec. 98-7. – Bicycles obstructing streets or sidewalks.~~

~~No bicycle shall be left upon any street or sidewalk in such a manner as to obstruct traffic, either of vehicles or pedestrians, or to obstruct any stopping or parking space.~~

Secs. 98-8 98-6 – 98-30. – Reserved.

Article VI. – Traffic Light Safety Act

Secs. 98-212 – 98-220. – Reserved.

Article VII. – Bicycles, Motorized Scooters, Micromobility Devices.

Division 1. – Generally.

Sec. 98-221 – Findings and Purpose.

Due to the proliferation of micromobility devices and motorized scooters in the Central Florida area, the City has determined that regulation of these devices is necessary in order to avoid conflict between these devices, pedestrians, and vehicular traffic. This division regulates the manner and location of operation and parking of micromobility devices, motorized scooters, and bicycles.

Sec. 98-222 – Definitions.

The following words, terms and phrases, when used in this section, shall

have the meanings ascribed to them as set forth below, except where the context clearly indicates a different meaning:

Bicycle means every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than 20 miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than 25 inches from the ground when the seat is adjusted to its highest position or a scooter or similar device.

Central Business District shall have the same meaning as defined within the maps of the Central Business District adopted in the definitions section of the Comprehensive Plan of the City, Article I, Chapter 58 and is generally that part of the City bordered by Webster Avenue on the north, Interlachen Avenue on the east, Fairbanks Avenue on the south and New York Avenue on the west.

Micromobility device means any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground as defined by Fla. Stat. § 316.003(38).

Motorized scooter means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground as defined by Fla. Stat. § 316.003(45).

Propel by human power means to generate forward momentum solely through application of human muscular strength. This term includes passively walking a vehicle while not operating or otherwise riding the vehicle.

Sidewalk means that portion of a street between the curblineline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Staging means the orderly parking and or placing of micromobility devices on public property for the purpose of advertising or displaying such micromobility devices to the general public for use or rental.

Division 2. Use restrictions.

Sec. 98-223 – Restrictions cumulative.

The restrictions under Section 98-224 through Section 98-228 are cumulative and non-exclusive. Areas may be designated under more than one section and any

area designated under more than one section shall be subject to the restrictions of each section it is designated under.

Sec. 98-224 – Motorized operation on sidewalks prohibited.

It shall be unlawful to ride, operate, or otherwise propel any micromobility device, motorized scooter, or bicycle, other than by human power, on any City sidewalk, bicycle path, trail, or area designated primarily for pedestrian traffic. This prohibition includes bicycles propelled by a combination of human power and an electric motor.

Sec. 98-225 – Motorized operation prohibited on certain roadways.

It shall be unlawful to ride, operate, or otherwise propel any micromobility device, bicycle, or motorized scooter, other than by human power, within roadways and right-of-ways of the City. This prohibition does not include:

- (1) Streets with a speed limit of [Bronce?] miles per hour or less in areas zoned R-1A, R-1AA, or R-1AAA.

Sec. 98-226 – Operation prohibited on certain sidewalks.

It shall be unlawful to ride, operate, or otherwise propel any micromobility device, bicycle, or motorized scooter on or along any City sidewalk within the following areas:

- (1) The Central Business District as defined by Sec. 98-222 of this Chapter.

Sec. 98-227 – Bicycle operation within public parks.

It shall be unlawful to ride, operate or otherwise any micromobility device, bicycle, or motorized scooter, other than by human power, within any City park.

Sec. 98-228 – Bicycle lanes and paths.

Official bike paths or bike lanes shall be used in lieu of sidewalks or city streets where available and so long as their use will not endanger the safety of pedestrians.

Sec. 98-229 – Law enforcement and public officials

Law enforcement officers and public officials while in the course of discharging their official duties are exempt from the provisions of this article.

Division 3. – Micromobility, Motorized Scooter, and Bicycle Parking.

Sec. 98-230 – Parking Regulations.

- (a) A person may not park any bicycle, motorized scooter or other micromobility

device:

- (1) In a manner that obstructs or interferes with pedestrian or vehicular traffic; or on an accessibility ramp for persons with disabilities, or any part thereof, or in any manner that would restrict the movement of persons with disabilities; or
 - (2) Within a motor vehicle parking space not designed for bicycle, motorized scooter, or micromobility device use respectively; or
 - (3) On any public property except in areas designated for bicycle, motorized scooter, or micromobility device parking; or
 - (4) On any private property without the permission of the owner. Placing a bicycle, motorized scooter or micromobility device rack shall be deemed permission for the general public to park a bicycle, motorized scooter, or micromobility device within that rack, unless otherwise expressly stated in a clearly visible sign.
- (b) A person may not attach, secure, store, or park a bicycle, motorized scooter, or micromobility device to or upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable.
- (c) Areas designated as parking for bicycles shall not be used for parking or staging of motorized scooters or micromobility devices unless duly authorized and clearly marked by the City.
- (d) Micromobility devices may not be staged at any location except those duly authorized and clearly marked by the City.

Sec. 98-231 – Abandonment of micromobility devices, bicycles, and motorized scooters.

Except as otherwise expressly allowed by the government official with authority over such property, micromobility devices, bicycles, and motorized scooters parked on public property continuously for 72 hours or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes.

Division 4. Violations.

Sec. 98-232 - Violations.

- (a) Violations of any provisions of Division 2 or Division 3 of this Article shall be classified as a "Class I" violation under Chapter 1, Article II, Section 1-23 of this Code.

SECTION 3. INCONSISTENCY. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION 4: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall

not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION 5: CODIFICATION. Section 2 of this Ordinance shall be codified and made a part of the City of Winter Code or Ordinances, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 6: EFFECTIVE DATE. This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2020.

Mayor Steve Leary

ATTEST:

Rene Cranis, City Clerk



city commission **agenda item**

item type	Consent Agenda	meeting date	6/8/2020
prepared by	Assistant City Manager	approved by	
board approval	final vote		
strategic objective			

subject

Approve the minutes of May 11, 2020

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

Minutes of May 11, 2020

Upload Date

6/1/2020

Type

Backup Material



City Commission Regular Meeting Minutes

May 11, 2020 at 3:30 p.m.

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

Present

Mayor Steve Leary
Commissioner Marty Sullivan
Commissioner Sheila DeCiccio
Commissioner Carolyn Cooper
Commissioner Todd Weaver

City Manager Randy Knight
City Attorney Kurt Ardaman
City Clerk Rene Cranis

1. Meeting called to order

The meeting was conducted via GoToWebinar.

Mayor Leary called the regular meeting of the City Commission to order at 3:35 p.m.

2. Invocation and Pledge of Allegiance

Director of Building and Permitting Services George Wiggins provided the invocation followed by the Pledge of Allegiance.

3. Approval of Agenda

Mr. Knight advised that Item #7a, Micromobility Prohibition Discussion has been postponed to the June 8th meeting. **Motion made by Commissioner Cooper to approve the agenda as revised; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.**

4. Mayor's Report

Mr. Knight stated numerous positive comments were received on the Mother's Day weekend events and the Farmer's Market at the West Meadow. Staff is recommending continuing the Farmers Market at the West Meadow for now and stated that closure of Park Avenue required large number of city staff and cost and funds could be budget for future events.

Police Chief Michael Deal stated that that although they received a couple of complaints regarding social distancing, comments were positive overall.

Director of Communications Clarissa Howard showed a video of Mother's Day event including local television reports on the event.

After discussion consensus to continue holding the Farmers Market in the West Meadow and direct staff to provide an after-action report on the weekend events.

5. City Manager's Report

- COVID

Mr. Knight stated that a testing site has been set up at Lakemont Elementary. Commissioner Cooper thanked staff and the County for their efforts.

Mr. Knight stated that staff has prepared a plan to hold the June 8th commission meeting at Community Center with social distancing.

Mayor Leary and DeCiccio expressed support. Commissioners Weaver, DeCiccio and Cooper spoke in opposition feeling public meetings should be delayed until the Governor's Executive Order is lifted and results of phased reopening is known.

Mr. Knight responded to questions stating that staff is looking at opportunities to obtain a portion of the CARES funds received by Orange County from the Federal government and that staff has applied for State resiliency funds.

Commissioner Sullivan asked that a summary of commission meeting actions be provided at the end of each meeting. Approved by consensus.

- CIP Status Report

No discussion.

- Update on Library and Events Center

Mr. Knight said he will provide the reports requested in the work session in addition to monthly updates from the city's owner representative, Carlo Burns with Pizzuti.

Commissioner Weaver said he is uncomfortable with this project due to risks and design. He expressed concern about demucking, excavation and stabilization and said he would like responses to some construction and technical questions and requested a special commission meeting on Wednesday, May 13th, to discuss in further detail.

Commissioner Sullivan proposed a stop work order for a period of 90 days for the purpose of evaluating the financial impact, bringing together a committee of professionals and dedicated individuals to provide some oversight on the project and conduct a citizen survey on what the citizens want to either go forward as is, change it or stop the project.

Mayor Leary said he feels that would be out of order since the fiscal impact of such actions is unknown and there are unanswered questions. He feels it would be best to bring this up at next meeting to give staff time to research and determine the impact.

Mr. Knight said the known cost is \$160,000/month; however, there are other risks and costs. He said he does not see a need for postponement since risk is mitigated. He said he understands Commissioner Weaver's position and will obtain answers to his questions, but he feels confident in the professionals and in their ability to complete the project successfully.

Commissioner Cooper said she is interested moving forward in whatever makes sense for the community. She said she could support postponing the project until the appropriate professionals are given the opportunity to answer questions and then schedule a special meeting. She said she is not an advocate for terminating the project but asked for the estimated cost to terminate.

Mr. Knight stated there are many unknowns in determining the cost of termination and he would prepare an estimate of those costs. He suggested that the commission submit questions in advance of a special meeting so the appropriate experts can be prepared to answer. Discussion ensued on the necessity to stop work until after a special meeting.

Commissioners Weaver and Sullivan supported stopping work until questions are answered and there is assurance that the site is stable and issues regarding excavation and compaction and other environmental issues have been addressed.

Mayor Leary said that he feels the city should put faith in the project team who are experts in their fields.

Director of Public Works Troy Attaway commented on the issues raised stating that work has been done in compliance with regulations and permitting and that the project would not have moved forward with concrete pours without compliance. He explained St. John's River Water Management District regulations regarding stormwater runoff and stated there is no chance that untreated stormwater will flow into Lake Mendon. He said he would obtain a letter from SJRWMD to confirm the city's compliance with the rule.

After additional discussion, consensus was for commission members to submit their questions to Mr. Knight by noon on Tuesday who will forward the questions to the professionals to prepare responses for discussion in a work session for 5:00 on Wednesday, May 13th, in addition to financial impacts, and schedule a special meeting immediately following to take action if necessary based on the work session.

6. City Attorney's Report

Commissioner Cooper asked whether the city has authority to mandate wearing masks in public places. Mr. Ardaman opined that the city has authority provided there are reasonable standards in place relative to COVID19; however, the order should include findings and limitations. He advised that Osceola County has adopted a mandate but they have chosen not to enforce the order.

Commissioner Weaver asked if the ordinance relating to the board appointment process needs to include a time when advisory boards could start meeting, virtually or in person. Mr. Ardaman stated that the charter amendment provides for the ordinance and the board members will meet in accordance with the ordinance when adopted.

7. Non-Action Items

a. Micromobility Prohibition Discussion

Postponed to June 8th meeting.

b. Presentation of Comprehensive Annual Financial Report

Finance Director Wes Hamil presented the annual CAFR highlighting general fund, golf course operations, enterprise funds.

Joel Knopp, MSL, gave a presentation on the CAFR including audit requirements, reports and auditor findings, analysis of assets and liabilities and responded to questions. In response to questions by Commissioner Cooper, Mr. Hamil stated that the city has set aside approximately \$300,000 to accommodate at \$350,000 annual budget for Sunrail for O&M. Mr. Knight said he will provide the city's liability, but believes it to be \$350,000.

Mayor Leary declared a recess at 5:33 and reconvened the meeting at 5:50.

9. Consent Agenda

- a. Approve the minutes of April 27, 2020 (**Pulled by Commissioner Cooper**)
- b. Approve the revised minutes of January 27, 2020
- c. Approve the following piggyback agreements:
 1. Sternberg Lighting: Decorative streetlights (42) for the south side of Fairbanks Avenue between I-4 and Orlando Avenue; \$258,804.
- d. Approve the following purchase:
 1. Lafleur Nurseries and Garden Center: Extension of City of Longwood contract #RFQ 02092017 - Landscape and Irrigation Services for Projects Less Than \$500,000; not to exceed \$350,000.

Motion made by Commissioner Cooper to approve the Consent Agenda except Item 9a; seconded by Mayor Leary.

Motion made by Commissioner Cooper to amend the minutes on Page 10 (2nd paragraph after the motion) to read “She explained the Resolution read the USPS property would be used for parkland in perpetuity and the LOI states the property will be used for park space, parking, or other amenities complementary to Central Park”; seconded by Commissioner Weaver.

There were no public comments. **Motion to approve Consent Agenda Item 9a carried unanimously with a 5-0 vote.**

Motion to approve Consent Agenda as amended carried unanimously with a 5-0 vote.

8. Citizen Comments

Michael Perleman, 1010 Greentree Drive, commented on micromobility and supported prohibition of bicycles on any sidewalks and opposed allowing mobile bars.

10. Action Items Requiring Discussion

- a. Finalization of Data and Analysis for OAO

Director of Planning Bronce Stephenson stated the scope of work for Kimley Horn is near completion and the scope for GAI which consists of creation of massing model and economic, market and investment issues and will cost approximately \$100,000.

Blake Drury, GAI Consultant, stated they have been working with staff to develop a scope on data and analysis related to intensity of land uses, comparable uses in the city and what could happen in the Orange Avenue corridor. The data would be used to determine the impact of different uses and intensity of use on different sites and how it would look and function. In response to comments regarding use and intensity of use, he explained the impact of different uses on parking and how buildings fit on the site, and vertical mix. He said that establishing a concrete mix will be helpful in their analysis and more useful to the commission. Discussion followed on mixed uses, what the market will support and need for information on what the developers are considering.

Commissioner Cooper said she feels it is important to provide the public with the impact of development at different FARs at different points in the corridor. She commented on parking

garages which she feels should be included in the FAR and increased FAR could be allowed in order to provide for parking garages.

Mr. Drury said one data point needs to be the existing FAR, the second would be what the max the Overlay would allow and the middle should be one or two FAR points. He commented on the impact of the same FAR on different sites. Commissioner Cooper said she feels height is an important consideration.

Discussion ensued on scenarios for the Holler and Demetree properties to include maximum FAR, inclusion of parking garages in FAR and maximum height at the street. The following scenarios were offered for the purposes of the study.

- Commissioner Sullivan - Holler property: maximum achievable FAR of 200% including parking garage, 3 stories and 4 stories with 100-foot setback. Demetree property: maximum achievable FAR of 200% including parking garage, 5 stories.
- Commissioner DeCiccio - concurred with Commissioner Sullivan with the understanding that there will be entitlements.
- Commissioner Cooper - Properties along Fairbanks: maximum 3-stories, 4-stories with 100-foot setback. Demetree: maximum height of the average between TD Bank and Commerce National Bank. Not ready to set FAR but should include parking garage included in FAR.
- Commissioner Weaver - maximum achievable FAR of 200% including parking garages.

Mayor Leary stated he feels there is enough guidance to prepare a scope but wants to see the scope and cost before approving. Mr. Drury confirmed that he had sufficient information to develop a scope.

Mike Woodward, Kimley Horn, stated that a scope of service, based on information provided by commission was created which included four tasks:

- Roadway segments: analysis of trip generation based on two development scenarios at identified roadway segments.
- Funding for mitigation - proportionate share, transportation impact fees and mobility fees.
- Meetings - future meetings to discuss analysis and findings.
- Update Tech Memo #4 - is intersections where data is available now and where data is needed which can't be obtain now during the pandemic. Question to respond - start, break and then move forward with intersections.

After discussion on the scope, segments, development scenarios and cost to add additional scenarios, consensus was to move forward with the trip generation analysis and then study area intersections for 2025 and 2040 with one or two development scenarios in the segment analysis.

Commissioner Weaver suggested that this be placed on the agenda for the Special Meeting on May 13th. Commissioners Cooper and Sullivan agreed.

11. Public Hearings

- a. ORDINANCE 3174-20 AN ORDINANCE AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ARTICLE III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE OFFICE (O-1) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY LOCATED AT 1390 ORANGE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Second Reading)

Attorney Ardaman read the ordinance by title only.

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

- b. Ordinance 3175-20 AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ARTICLE III, CHAPTER 2 OF THE CITY CODE WITH RESPECT TO SUBSIDIARY CITY BOARD AND AD HOC COMMITTEE COMPOSITION, APPOINTMENT, MEMBERSHIP, REMOVAL, QUORUM, VACANCIES, ALTERNATE MEMBERS, TERMS OF OFFICE, REAPPOINTMENT, COMMISSION AND MAYOR AUTHORITY, BOARD AND COMMITTEE AUTHORITY, AND OTHER MATTERS RELATED TO THE CITY’S SUBSIDIARY BOARDS AND AD HOC COMMITTEE, INCLUDING BUT NOT LIMITED TO CHANGES NECESSITATED BY A RECENT CITY CHARTER AMENDMENT RELATED TO THE FOREGOING; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE. (Second Reading)

Attorney Ardaman read the ordinance by title. He proposed revisions to Exhibit A: Section 2-48(a)(ii), second line, delete “and committee” (iii), second and third lines, change to read “ad hoc committees”; (iv) second line, change to “ad hoc committee”; Section 2-48(f), first line, change to “ad hoc committees.” This differentiates between boards and ad hoc committees.

Responding to questions, Assistant City Manager Michelle Neuner explained that this ordinance allows for the establishment of ad hoc committees by ordinance or resolution in accordance with Section 2.19 of the Charter. The also allows the Commission to determine the size of the committee and establish procedures for member appointment.

Motion made by Commissioner Cooper to adopt the ordinance on second reading with the revisions presented by the City Attorney; seconded by Commissioner DeCiccio.

Motion made by Commissioner Cooper to amend the ordinance to state that ad hoc committees and task forces are appointed in the same manner as standing boards unless indicated otherwise by ordinance; seconded by Commissioner DeCiccio.

Motion by Mayor Leary to amend the ordinance to establish that new board member terms run concurrent with commission terms (Commission Seats 1 and 2 would make appointments this year, Mayor would appoint in 2021 and Seats 3 and 4 would appoint in 2022). Motion failed for lack of second.

Motion by Mayor Leary to amend the ordinance to require that all meetings between commission members and board members follow the Sunshine Law and held in the public. Motion failed for lack of second.

There were no public comments.

Upon a roll call vote on the amendment regarding ad hoc committees and task forces, Mayor Leary and Commissioners DeCiccio, Cooper and Weaver voted yes and Commissioner Sullivan voted no. Motion carried with a 4-1 vote.

Upon a roll call vote on the main motion as amended, Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes and Mayor Leary voted no. Motion carried with a 4-1 vote.

12. City Commission Reports:

Commissioner Sullivan

- Proposed that the city examine how to manage social distancing within shelters during hurricane season. Mr. Knight said that shelters are managed by the counties and state.
- Asked for a summary of actions, motions, directions at the end of each commission meeting.

Commissioner DeCiccio

- Said she has received complaints about residential construction on Saturday mornings at 7:00 a.m. and asked that the city look revising the hours for residential construction. Consensus to place on next agenda with input from building department.
- Expressed concern about the safety of the pedestrian crossing at Morse and 17-92. After discussion, consensus was to direct staff to look at options for improving pedestrian safety.
- Suggested that city consider providing hand sanitizer and masks to employers and employees. Mr. Knight advised that staff has contacted Orange County for assistance and that the city's orders are on backorder.

Commissioner Cooper

- Thanked Karen Cockerham, Franco Catalan, Sandro Porcella for their work on the CAFR.
- Expressed appreciation to Parks and Recreation for cleaning at Azalea Garden.
- Thanked Mr. Knight and staff for getting the COVID19 test site in Winter Park.
- Received many positive comments about reopening Farmers Market.
- Supported Commissioner DeCiccio's suggestion about providing hand sanitizer and masks and use of city reserve or contingency funding.
- Urged staff to provide information on resources for assistance to the businesses that are not members of the Chamber of Commerce.
- Asked staff to forward her draft of decisions made on Progress Point to review. Mr. Knight advised that the draft was forwarded to the commission.

Commissioner Weaver

- Thanked staff for their work and effort during pandemic.

- Asked whether parks/playgrounds are open to public. Mr. Knight said that playgrounds are still closed due to the difficulty in keeping them sanitized.
- Asked if staff has considered Progress Point for hurricane dump site. Mr. Knight stated that the old tree farm is used as a temporary dump site, but staff can look at the use of Progress Point.
- Spoke in favor of moving commission meetings to Wednesday. Commissioner Cooper suggested changing the meeting time to 5:00 p.m. Consensus was to place on the next commission agenda.

Mayor Leary

- Thanked staff for working long hours and putting together meetings.

Recap of Commission Action

- Continue virtual meetings
- Library and Event Center
 - Obtain opinion from St. Johns River Water Management District regarding rule related to stormwater work.
 - Commission to provide their questions for the project team by Tuesday at noon.
 - Provide information on impact of terminating the project.
 - Work Session on Wednesday, May 13th at 5:00 and Special Meeting at 6:00 p.m. if necessary
- Provide liability provisions for Sunrail and claim history.
- Data and Analysis for OAO on agenda for Special Meeting.
- Approved rezoning of park on Orange Avenue.
- Approved the ordinance regarding city boards with amendments.
- Add Recap of Commission Actions to meeting agenda.

The meeting adjourned at 8:45 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Rene Cranis, CMC



city commission **agenda item**

item type	Consent Agenda	meeting date	6/8/2020
prepared by	Assistant City Manager	approved by	
board approval	final vote		
strategic objective			

subject

Approve the minutes of May 13, 2020

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

Minutes of May 13, 2020

Upload Date

6/1/2020

Type

Backup Material



City Commission Special Meeting Minutes

May 13, 2020 at 6:00 p.m.

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

Present

Mayor Steve Leary
Commissioner Marty Sullivan
Commissioner Sheila DeCiccio
Commissioner Carolyn Cooper
Commissioner Todd Weaver

City Manager Randy Knight
City Attorney Kurt Ardaman
City Clerk Rene Cranis

1. Meeting called to order

The meeting was conducted via GoToWebinar.

Mayor Leary called the special meeting of the City Commission to order at 9:40 p.m.

2. Citizen Comments

No comments.

3. Action Items Requiring Discussion

a. Library and Event Center

Mayor Leary opened the meeting for Commission comments. Commissioner Weaver expressed concern about potential delays as result of changes. Mayor Leary stated that just prior to this meeting he spoke with the regional president of Brassfield and Gorrie who advised that the items discussed in the work session could be handled in time, and the survey could be done concurrently.

Commissioner Cooper suggested that the commission should first determine changes to the project before developing questions for the survey.

Mayor Leary agreed and said he feels that the questions are on interior aspects.

Commissioner DeCiccio said she will support moving forward, but reluctantly, and provided changes are made within budget.

Motion made by Commissioner Sullivan to have a 30-day partial pause on construction, issue no new orders except for shell critical items, pause existing orders except for shell critical items, identify O&M costs and methods to minimize, revise the interior Library plan, and conduct a citizen survey; seconded by Commissioner Weaver. (Withdrawn)

Motion made by Mayor Leary to proceed with the project as scheduled, obtain price and design of underdrains, price and design of landscaping on the plinth, price to include solar panels, design and cost for modifications of the interior of the Library; seconded by Commissioner Cooper.

Commissioner Cooper asked Commissioner Sullivan to consider separating his motion due to the number of items included.

Commissioner Sullivan withdrew his motion.

Motion made by Commissioner Sullivan to have a 30-day partial pause except for shell construction (plinth, structural steel, cast concrete sides, glass, roofs), issue no new orders except for shell critical items, pause on all existing orders, and do no work on the interior; seconded by Commissioner Weaver.

Motion made by Commissioner Sullivan to evaluate potential O&M costs and savings and revise the interior plan; seconded by Commissioner Weaver.

Motion made by Commissioner Sullivan to conduct a citizen survey with Commission input; seconded by Commissioner Weaver.

Motion made by Commissioner Cooper to have independent audit of the process beginning with selection of the architect and include change in square footage of project, decision to exclude a parking garage, process of communication between the team, the Commission and residents including the significance of selecting in Adjaye as the architect, and lessons learned; seconded by Commissioner Weaver.

Mayor Leary asked for the cost implications of motions. Mr. Knight stated the biggest cost is associated with the delay of the receipt of construction materials like drywall, millwork, framing, mechanical, plumbing, etc. There will also be a cost to retain an auditor, which could be a former city manager, and the cost for the architect to redesign the interior and resulting change orders.

Mayor Leary withdrew “design and cost for modifications of the interior” from his motion; accepted by Commissioner Cooper.

Motion made by Mayor Leary to redesign the interior; seconded by Commissioner DeCiccio. (Withdrawn)

Commissioner Cooper suggested submitting a list of interior design concerns in order to minimize redesign costs without pausing the project. Mayor Leary agreed but there needs to be an understanding of reasons for the current design and withdrew his motion.

Motion made by Commissioner Weaver to allot \$250,000 for a solar system; seconded by Commissioner Sullivan.

Mayor Leary stated this is a motion to increase the budget by \$250,000 and Commissioner Weaver voted against the final GMP and asked if his motion is consistent with protocol for bringing an item up again. City Attorney Ardaman said he believes it to be consistent but it is the Chair’s decision. Mayor Leary ruled the motion out of order.

Motion made by Commissioner Sullivan to allot \$250,000 for a solar system, seconded by Commissioner DeCiccio. Mayor Leary ruled the motion out of order. Overruled by 4-1.

Discussion ensued on the size, construction and cost of solar panels.

Commissioner Sullivan amended his motion to state “up to” \$250,000; accepted by Commissioner DeCiccio.

Mr. Knight asked for the source of funding. After discussion, Mr. Knight stated he will provide funding options.

Motion made by Commissioner Weaver to eliminate any possibility of a toddler climbing over the bookshelves on the second floor; seconded by Commissioner Cooper.

Carlo Burns, Pizzuti, stated that construction of the shell is critical for the next few weeks, that lead time may be needed for some materials and a short pause might be feasible.

Jim Ellspermann, Brassfield and Gorrie, stated that an initial 30-day break on non-shell items sounds feasible but he would have to talk with subcontractors to determine which portions to move forward. He expressed concern about the scheduling impact due to delaying procurement and although it will be a challenge, they will do their best to mitigate those challenges. Mr. Burns asked for the opportunity to speak with building department to expedite revisions to building permits.

Motion made by Mayor Leary to table until cost implications are known. Motion failed for lack of second.

The following spoke in favor of moving forward citing support of current design, delay costs, funds raised and the public's need for new Library:

- Brad Doster, 1581 Magnolia Avenue, President of the Board of Trustee of Library,
- Sabrina Bernat, 416 E. New England Avenue, Director of WPPL
- Julie Von Weller, Williams Drive
- David Odahowski, Edyth Bush Charitable Foundation
- Greg Seidel, 1251 Lakeview Drive

Mark Van Valkenburgh, 319 Raintree Court, expressed his appreciation for the Commission's work.

Michael Perleman, 1010 Greentree Drive, opposed a citizen survey as it is unclear what questions will be asked and how the answers would be used.

Mayor Leary stated he is opposed to any delays and is uncomfortable adding \$250,000 to the budget without a designated funding source and suggested that fundraising may be an option. He feels the modifications to interior can be worked on with library staff.

Motion to proceed as currently planned with no modifications and deliver the project on time and on budget. Motion failed for lack of second.

Commissioner Cooper clarified that her interest in a survey was in lieu of terminating the project. She explained that she is not interested in looking at termination or major exterior redesign without surveying the community.

Commissioner Weaver clarified that his issue with the project is that the citizens are not getting what they voted for.

Motion made by Commissioner Cooper to amend Commissioner Sullivan's motion to include in the 30-day partial pause on orders include any long-term, long lead time items that would have be ordered. Motion failed for lack of second.

Upon a roll call vote on the motion to conduct an independent audit of the process, Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes and Mayor Leary voted no. Motion carried with a 4-1 vote.

Upon a roll call vote on the motion to eliminate any possibility of toddler climbing over the bookshelves on the second floor, Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes and Mayor Leary voted no. Motion carried with a 4-1 vote.

Upon a roll call vote on the motion to allocate up to \$250,000 for solar panels (without identifying funding source), Commissioners Sullivan, Cooper and Weaver voted yes and Mayor Leary and Commissioner DeCiccio voted no. Motion carried with a 3-2 vote.

Motion to conduct a citizen survey was withdrawn by Commissioner Sullivan.

Mayor Leary clarified his motion to proceed as planned with no delay, to investigate and obtain cost of underdrains, investigate and obtain price of landscaping of the plinth, investigate installation of solar panels, seek modifications to interior of Library through design team and Library staff, and amended the motion to include investigation of the parking garage (accepted by Commissioner Weaver. Upon a roll call vote, Mayor Leary and Commissioners DeCiccio and Cooper voted yes and Commissioners Sullivan and Weaver voted no. Motion carried with a 3-2 vote.

Mayor Leary stated that with the passage of the previous motion, no action is needed on the motion for a partial pause on the project as it is contrary to the approved motion. By consensus, the City Manager was directed to complete an O&M report. Discussion ensued on the next steps.

Mr. Burns suggested that the first step in moving forward should be to provide a list of concerns and allow them to respond to concerns. Mayor Leary suggested a work session to review the interior design with Library staff. (Held May 18, 2020)

b. Finalization of Data and Analysis for OAO

Postponed to future meeting.

4. Commission Reports:

No reports

The meeting adjourned at 11:29 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Rene Cranis, CMC



city commission agenda item

item type	Consent Agenda	meeting date	6/8/2020
prepared by	Budget and Performance Measurement	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

subject

Approve renewal of lease agreement with Historical Association

motion / recommendation

Approve the lease agreement which provides the Winter Park Historical Association, three more years to lease the exhibition space located at the Farmers' Market.

background

The City of Winter Park and the Historical Association have a long history of partnership to showcase the history and culture of Winter Park. The current lease agreement for the use of the city owned space at the Farmers' Market expires at the end of June, and this lease is identical to the previous lease and allows for three additional years in the current exhibition space. There have been discussions about finding alternative locations to better house the museum exhibitions however no short term solutions appear likely and this new contract will allow the Association to continue to provide services.

alternatives / other considerations

fiscal impact

The lease agreement provides \$1 year rental payment, which is customary with past practice. In addition, the city provides \$80k in operational funding support annually to the Historical Association.

ATTACHMENTS:

Description

Historic Assoc Lease Agreement 2020-2023

Upload Date

6/2/2020

Type

Backup Material

LEASE AGREEMENT

THIS LEASE AGREEMENT (THE "LEASE"), made effective this June ____, 2020 by and between THE CITY OF WINTER PARK, FLORIDA, a municipality of the State of Florida, hereinafter referred to as the "Lessor", and WINTER PARK HISTORICAL ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Lessee".

RECITALS

WHEREAS, Lessor is the Owner of certain property located at 200 West New England Avenue, Winter Park, commonly known as the "Farmer's Market"; and

WHEREAS, Lessee desires to lease from Lessor certain space in the Farmer's Market for the purpose of operating a museum thereon which will feature exhibits highlighting the history of Winter Park; and

WHEREAS, the lease of the Farmer's Market by the Lessee is for a valid public purpose.

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

1. RECITALS

The above recitals are true and correct and form a material part of this Lease.

2. LEASED PREMISES

a. Lessor does hereby lease unto the Lessee, and the Lessee does hereby lease from the Lessor approximately 967 square feet of space (see space outlined on floor plan attached hereto as Exhibit "A") for the purpose of operating a museum of Winter Park history at 200 West New England Avenue, Winter Park, Florida 32789, hereinafter referred to as the "Premises".

b. The Lessee, its employees, visitors, invitees, and agents shall have the right to use, in common with others entitled thereto, parking areas, service roads, service areas, loading facilities, sidewalks, and public hallways and such other areas as are designed for common use, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the Lessor.

3. USE OF LEASED PREMISES

a. Lessee shall use the Premises to operate a museum which features exhibits relating to the history of Winter Park.

b. Lessee shall use the premises only for lawful purposes.

c. Lessee shall not use the Premises for any purpose not set forth herein, without the prior written consent of the Lessor.

d. Lessee may not use, or permit using, the Premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the Premises or any improvements on them, or insuring Lessor for any liability in connection with owning the Premises.

e. Lessee may not use, or permit using, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises.

4. TERM

This Lease is for a term of three (3) years, commencing on July 1, 2020 and ending at midnight on June 30, 2023.

5. PREMISES ALTERATIONS

Lessee agrees to accept the Premises in the condition it is in on the commencement date of this Lease. Any additions or upgrades to the Premises performed by Lessor must be approved in writing in advance by the Lessor and shall be at the sole cost and expense of Lessee.

6. PAYMENTS

a. Lessee will pay Lessor \$1.00 per year, from the beginning of the lease term and throughout the original lease term, in advance on the first day of each year. Lessee shall have the right to prepay the entire rent for the entire term of the Lease, upon execution of this Lease or any time thereafter.

b. Lessee shall be billed for its pro-rata share of the costs of the alarm system directly by the alarm company on a monthly basis.

c. No charge for electric, telephone, water or sewer service will be billed to Lessee.

d. Lessee shall be solely responsible for any ad valorem taxes and/or assessments which may be assessed against the premises during the term hereof.

7. MAINTENANCE AND IMPROVEMENTS

a. Lessor shall be responsible for repair and maintenance of the exterior of the premises and its structural components including the landscaping, foundation and roof thereof.

b. Lessee, at its own expense, shall be responsible for maintaining the interior of the Premises in good repair, ordinary wear and tear excepted, and repairing mechanical devices and improvements in place at the time of commencement of this Lease, or installed by the Lessor during the term of this Lease including, but not limited to, electrical fixtures and wiring, air conditioning, locks, interior painting, door and window frames and glass.

c. After ten (10) days' written notice by the Lessee, the Lessor shall make necessary repairs under subparagraph a. to the Premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, visitors or licensees.

d. At the expiration or termination of this Lease, Lessee shall, at Lessee's expense:

1) Remove all of Lessee's personal property and improvements;

2) Repair all injury done by or in connection with the installation or removal of the property and improvements; and

3) Surrender the Premises to the Lessor in a condition equal to that existing at the time of commencement of this Lease, ordinary wear and tear excepted.

e. All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation.

f. All partitions and other appliances placed in the Premises by the Lessor shall remain the property of the Lessor at all times during and after the term hereof.

8. ASSIGNMENT AND SUBLETTING

Lessee may not assign this lease or any interest therein, or sublet the Premises, without the prior written consent of the Lessor. If Lessor consents in writing to an assignment, sublease or other transfer of all or any Lessee's rights under this Lease, the assignee or subtenant must assume all of Lessee's obligations under this Lease, and Lessee will remain liable for every obligation under the lease.

9. LESSOR ' S ACCESS TO LEASED PREMISES

Lessor shall have the right to enter upon the Premises at all reasonable times after prior notice to Lessee for the purpose of inspecting the same, or exhibiting the same to prospective purchasers or lessees, or for the purpose of making repairs or alterations to the Premises or any other portion of the building or for any other purpose(s) contemplated under this Lease. In exercising this right, the Lessor shall not materially interfere with Lessee's use of the Premises.

10. DAMAGE TO LEASED PREMISES

a. If the Premises shall be damaged by fire or other causes, without the fault or neglect of the Lessee, its employees, agents, visitors or licensees, and is reasonably usable for the purposes for which they are leased under this Lease, the Lessor, at its own expense, shall promptly commence to repair and restore the Premises to the same condition that existed at the commencement of this Lease.

b. If the Premises are damaged to the extent that the Premises shall not be reasonably usable for the purposes for which they are leased under this Lease, then Lessee may, no later than fifteen (15) days following the damage, give the Lessor a notice of election to terminate this Lease.

c. In the event this Lease is terminated as provided in Section (b) above, the effective date of termination shall be set forth in the notice, and Lessee shall surrender possession of the Premises within a reasonable time thereafter.

11. CONDEMNATION

a. If, during the lease term or any extension or renewal of it, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

b. If less than all, but more than ten percent (10%) of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving Lessor written notice within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion.

c. If the Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Premises is condemned, this Lease will not terminate, but Lessee may, at its sole expense, restore and reconstruct the building and other improvements situated on the Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The fixed rent payable under this Lease will not be adjusted equitably during the unexpired portion of this Lease.

d. Lessor and Lessee are each entitled to receive and retain such separate awards and portions of lump-sum awards as are allocated to their respective interests in any condemnation proceedings. The termination of this Lease will not affect the rights of the respective parties to the awards.

12. TERMINATION

a. This Lease may be terminated at any time by mutual written consent of the parties.

b. Either party may terminate this Lease without cause upon giving thirty (30) days prior written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested, telegram or in person with proof of delivery.

13. CONSTRUCTION LIENS

a. Lessee will not permit any construction or mechanic's liens to be placed upon the Premises or improvements on the Premises. Lessee will cause any construction or mechanic's lien that is filed on the Premises or on improvements located on the Premises to be discharged of record within 30 days after notice of the filing or imposition by payment, deposit, bond, order of court of competent jurisdiction, or as otherwise permitted by law. If default in discharge of the lien continues for 30 days after Lessor's written notice to Lessee, Lessor may, at its option, discharge the lien or any portion of it without inquiring into its validity by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings, or as otherwise permitted by law. Any amounts Lessor pays or incurs to remove a construction or mechanic's lien caused by Lessee to be filed against the Premises or improvements on them, including expenses and interest, are due from Lessee to Lessor and must be repaid to Landlord immediately on rendition of notice.

b. Lessor's interest in the Premises is not subject to mechanics' liens for improvements made, or contracted for, by Lessee. Lessee must give written notification to all contractors making any improvements on the Premises this lease provision.

14. INSURANCE.

a. Lessee covenants and agrees that Lessee shall during the term of this Lease at Lessee's own cost and expense, maintain and provide general liability insurance for the benefit and protection of the Lessor and the Lessee in an amount not less than \$250,000.00 for injury to any one person; not less than \$500,000.00 for injuries to more than one person; and in an amount not less than \$100,000.00 for property damage; arising out of any one accident or occurrence. Said policy of insurance shall cover the Premises and the Lessor shall be named as a co-insured under said policy. A certificate of said insurance shall be delivered to the Lessor at, or prior to the commencement of the term hereof, together with proof of payment of the premium thereon, and shall contain thereon an undertaking by the insurer to give the Lessor not less than ten (10) days' written notice of any cancellation or change in the scope of coverage of such policy. Lessee shall also be responsible for insurance coverage on its personal property located on the Premises.

b. Lessor shall provide insurance coverage pursuant to its insurance program.

15. LIABILITY

a. The parties shall be liable for claims, damages, losses and expenses arising out of or resulting from the performance of or failure to perform their respective obligations or responsibilities under this Lease.

b. Lessee shall not be liable for any claims, damages, losses and expenses, including reasonable attorneys' fees arising out of, resulting from or in any way connected with the Lessor's performance of or failure to perform its obligations or responsibilities under this Lease.

c. Lessor shall not be liable for any claims, damages, losses or expenses, including reasonable attorneys' fees arising out of, resulting from or in any way connected with the Lessee's performance of or failure to perform its obligations or responsibilities under this Lease.

d. Lessor and Lessee, respectively, will take all reasonable precautions for, and will be responsible for maintaining, the safety of all persons and property affected by, or involved in, the performance of their respective obligations and responsibilities under this Lease.

e. Lessee agrees to indemnify and save the Lessor harmless against any and all claims or demands of all persons whatsoever for damages, and the costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the museum operated by the Lessee on the Premises or from any default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Lease, or from any act of negligence of the Lessee or any agent, contractor, servant, or employee of the Lessee in or about the Premises. This paragraph survives the expiration or earlier termination of this Lease.

16. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17. DEFAULT

a. It is mutually agreed that in the event the Lessee shall default in any of the payments set forth herein and fails to correct such default within twenty (20) days after written notice thereof from Lessor, or if Lessee shall be in default in performing any of the terms or provisions of this Lease other than the provisions pertaining to the payments set forth herein and fails to cure such default within thirty (30) days after written notice thereof from Lessor, Lessor may terminate this Lease immediately. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

b. If the Lessor shall default in the performance of its obligations herein and fails to cure such default within thirty (30) days after written notice thereof from Lessee, Lessee may terminate this Lease as provided in the notice. Upon such termination, Lessee shall within a reasonable period surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

c. If the Lessee deserts or vacates the Premises, or fails to make the payments set forth herein, the Lessor may enter and resume possession of the Premises by lawful means without being liable for any prosecution or damage therefor.

d. The Lessor, upon resuming possession of the Premises as provided herein, may relet the Premises and receive payments therefor.

18. WAIVER OF BREACH

Waiver of the breach of any covenant or condition of this Lease shall not be deemed to be a waiver of breach of any other covenant or condition of this Lease, or of a subsequent breach of the waived covenant(s) or condition(s).

19. NOTICES

a. All notices to either party shall be given by certified mail, return receipt requested, telegram or in person with proof of delivery.

b. Notices to the Lessee shall be submitted to all of the following:

President
Winter Park Historical Association, Inc. Post Office Box 51
Winter Park, Florida 32790

c. Notices to the Lessor shall be submitted to:

Business Operations Manager
City of Winter Park
721 W. New England Avenue
Winter Park, Florida 32789

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

d. Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with this section.

20. QUIET ENJOYMENT

Lessee shall and may peaceably and quietly have, hold and enjoy the

Premises for the term aforesaid free from disturbance by the Lessor or anyone claiming through, by or under the Lessor.

21. ENTIRE AGREEMENT

The entire agreement between the parties with respect to the subject matter herein is contained in this Lease. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

22. SUCCESSION

All covenants and conditions herein contained shall be binding upon and shall inure to the benefit of successors in interest and assigns of the parties hereto.

23. COMPLIANCE WITH APPLICABLE LAWS

The parties shall comply with all applicable federal, state and local laws, rules, orders, and regulations, pertaining to their performance under this Lease.

24. AMENDMENTS TO AGREEMENT

The conditions and covenants of this Lease shall not be amended or modified other than in writing duly signed by the parties hereto. The parties agree to renegotiate this Lease if revision of any applicable laws or regulations make changes in this Lease necessary.

25. VALIDITY

The validity, interpretation, construction and effect of this Lease shall be in accordance with and be governed by the laws of the State of Florida, to the extent not pre-empted by or in conflict with applicable laws of the United States of America. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Lease, which shall remain in full force and effect.

26. ATTORNEYS' FEES AND COSTS

If, as a result of either party's breaching this Lease, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

27. TIME OF ESSENCE

Time is of the essence of this agreement.

28. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Lease on the dates indicated below.

**WINTER PARK HISTORICAL
ASSOCIATION, INC.**

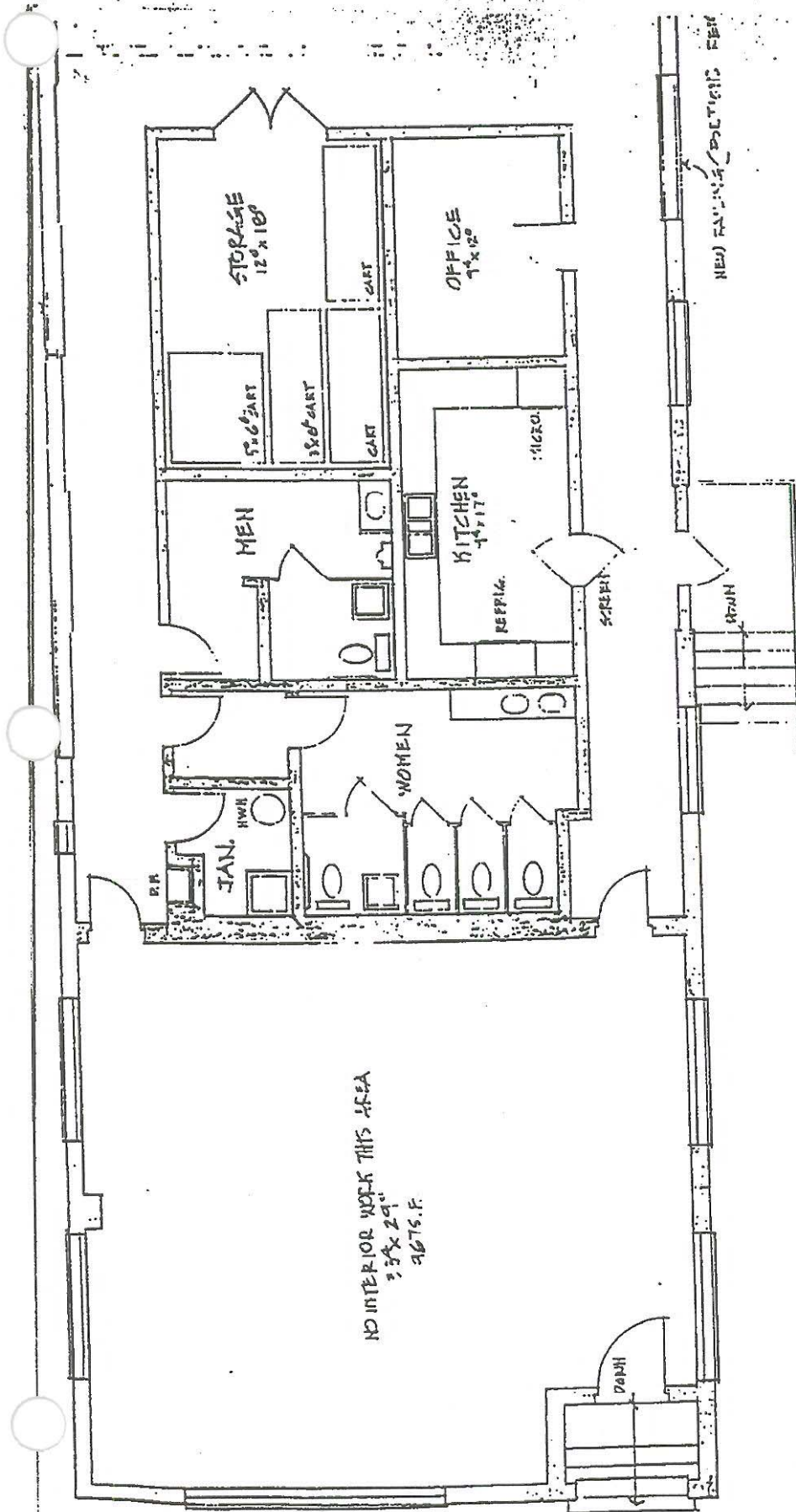
By:_____

Date:_____

CITY OF WINTER PARK, FLORIDA

By:_____

Date:_____



FLOORS: ACTIVITY AREA - CLEAN & SEAL CONCRETE FLOOR
BATHROOMS - TILE. KITCHEN, OFFICE - RESILIENT TILE
WALLS: EXISTING - PRESERVE CLEAN EXISTING BRICK
NEW INTERIOR WALLS - CONC. BLOCK AND BRICK TO MATCH EXISTING
ROOFS: CITY TO BUILD NEW GLIDING DOORS ON EAST SIDE TO MATCH EXISTING
NEW DOORS ON WEST SIDE TO REPLACE EXISTING OVERHEAD DOORS.
NEW MAN DOORS.
CEILING: ACTIVITY AREA - PAINT EXISTING STRUCTURE, ELECTRICAL AND
MECHANICAL. ORIGINAL BOARD CEILING TO REMAIN NATURAL.

EXHIBIT "A"



city commission **agenda item**

item type	Consent Agenda	meeting date	6/8/2020
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following contract items:

1. Associated Consultants International; Le-Huu Partners; Zyscovich: Amendment to renew RFQ-3-2017 – Continuing Professional Architectural Services; To be utilized on an as-needed basis.
2. SGM Engineering; Calvin, Giordano & Associates: Amendment to renew RFQ-9-2019 – Continuing Professional MEP Engineering Services; To be utilized on an as-needed basis.

motion / recommendation

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

background

1. A formal solicitation was issued to award this contract. There are two 1-year renewal terms available under this contract.
2. A formal solicitation was issued to award this contract. There are four 1-year renewal terms available under this contract.

alternatives / other considerations

N/A

fiscal impact

Consultants shall be utilized on an as-needed basis with the total expenditures not to exceed approved budgeted amounts.



city commission agenda item

item type	Action Items Requiring Discussion	meeting date	6/8/2020
prepared by	Building	approved by	
board approval	N/A final vote		
strategic objective	Exceptional Quality of Life		

subject

Construction Noise Prohibitions

Proposed changes to Ordinance 62-97 related to construction noise hours for residential properties.

motion / recommendation

Consider limited change to allowable construction noise hours on Saturdays by moving start time from 7AM to 8AM. Consider changing construction noise prohibition in evening hours by moving end time to 8PM instead of 9PM.

background

Currently the City's Noise Ordinance limits noises generated by construction "appliances" 7AM to 9PM Monday thru Saturday with a prohibition on Sunday and 6 named holidays. The specific prohibitions related to this subject are listed in the excerpt from the Ordinance below:

Sec. 62-97. - Specific prohibitions.

(9)*Construction* activities, piledrivers, hammers, etc. The operation between the hours of 9:00 p.m. and 7:00 a.m. of any piledriver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power saw or other *construction* appliance or machine such as to create a *noise* disturbance across a residential or commercial real property line.

(10)Domestic power tools. Operating or permitting the operation of any mechanically powered saw, drill, grinder, lawn or garden tool or similar tool between 9:00 p.m. and 7:00 a.m. the following day so as to create a *noise* disturbance across a residential or commercial real property line.

(11)*Construction* activities on Sunday and holidays. Operating or permitting the operation of any piledriver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power saw or other *construction* appliance or machine between 9:00 p.m. on Saturday and 7:00 a.m. on the following Monday or on New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day or Christmas Day so as to create a *noise* disturbance across a residential or commercial real property line.

(12)*Domestic power tools on Sunday*. Operating or permitting the operation of any

mechanically powered saw, drill, grinder, lawn or garden tool or similar tool between 9:00 p.m. on Saturday and 9:00 a.m. on Sunday so as to create a noise disturbance across a residential or commercial real property line.

All of our regular contractors are aware of these limitations and these limitations are printed on every permit and permit inspection placard issued in order provide to make new contractors or owners who are pulling their own permit aware of these noise related restrictions.

Construction noise ordinances for neighboring communities:

Orlando and Orange County prohibit between 10pm and 7am 7 days a week.

Maitland prohibits between 9pm and 7am weekdays and no construction noise on weekends, however, the Maitland Building Official states that the prohibition on weekends is only aimed at commercial construction activities and not enforced in residential areas.

Altamonte Springs prohibits between 8PM & 7AM and Sundays unless a permit is obtained and no complaints are received by PD.

A request had come to us by a resident to eliminate construction activity on Saturdays and after 6 PM on week days. Placing this limitation will have a substantial impact on owner/builder projects as well as those builders trying to complete their projects in a timely manner. it would also be problematic for trade contractors such as electricians, plumbers and A/C contractors doing work on a Saturday for an owner. Imposing the restriction just on contractors was also proposed. Although this may also be a legal matter for our attorney to review, it can also be circumvented in certain situations where the owner pulls the permit and then hires a licensed contractor to do the work.

Related to this topic is the subject of dealing with construction activity from being a nuisance to long term projects in neighborhoods.

Our **local administrative provisions to the Building Code** includes amendments found in Ch 22 of the city code that empower us ability to limit work hours for projects that are lengthy in residential areas as a condition of renewing or extending an expiring permit. These provisions are used to also address noise, material storage, site cleanliness, work hours, vehicle parking or other actions to minimize the impact of a construction project in residential areas.

Here are some of the administrative amendments that currently exist in the city code:

Sec. 22-28. – Winter Park Amendments to the Florida Building Code.

105.4.1.3...

When extending or reinstating a residential permit the building official may impose additional conditions to limit noise, storage of materials or debris, cleanliness of the building site, work hours, construction worker parking or take other actions that will minimize the negative impact of an active construction project for surrounding properties.

Standard criteria that may be applied when extending or reinstating an expired

permit or when preparing a construction management plan for any building project:

1)Limitation of noise: In addition to the specific prohibitions of noise from construction activities in Section 62-97 of Chapter 62, Article II "Noise and Disturbance Control," construction activity noise may be limited to week days between the hours of 8AM and 5PM.

2)Limitation of site cleanliness and storage of materials: In addition to the requirements addressing construction debris in Section 105.24, cleanup of debris and discarded construction material may be required every 7 days; and storage of building material not in use may be limited to a storage period of 30 days or less.

3.)Limitation of work hours to 8AM to 5PM, Monday through Friday, in addition to prohibition of work on holidays.

4)Parking of all vehicles, trailer(s) and equipment related to the construction project is limited to onsite parking or parking on a remote non-residentially zoned site.

105.5 Construction Site Management Plan *{This is another tool to require an orderly and less impactful construction project on residents.}*

In addition to this I have limited all demolition work hours as shown below:

105.25.2 Work hours and days. Due to the disruptive nature of demolition activity the hours of operation permitted for demolition activities are limited to the following time periods:

Residential areas zoned for one and two family dwellings: 7:30 a.m. to 6:00 p.m. Monday through Saturday.

Non-residential multi-family zoned areas: 7:30 a.m. to 6:30 p.m. Monday through Saturday.

Prohibited days include: Sundays and New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day.

POTENTIAL RECOMMENDATION:

With regard to changing the current Noise Ordinance, there may be a need for a **modest potential change** in the noise related work hours perhaps requiring equipment noise to cease at 8PM instead of 9 and moving the 7AM Saturday start time to 8AM.

alternatives / other considerations

In summary, we could put together a set of guidelines for builders to follow when building in residential areas, suggesting that they meet with adjacent residents, give them their contact info and commit to being responsive to any concerns they have regarding noise, traffic not blocking driveways, addressing worker parking in the best manner possible. With those suggested guidelines we will include the tools already in place within our code for projects that have an expired permit or taking over one year to complete.

fiscal impact

Potential increased construction cost to builder or property owner due to prolonging construction.



city commission agenda item

item type Action Items Requiring Discussion	meeting date 6/8/2020
prepared by City Manager	approved by City Manager
board approval N/A final vote	
strategic objective	

subject

Discussion of meeting days and times

motion / recommendation

Provide direction for future meeting days and times.

background

The City Commission asked staff to agenda a discussion of possibly changing meeting days and times. The city commission currently meets on the second and fourth Monday of each month at 3:30 p.m..

There is no start time that will be convenient for everyone. A 3:30 start time makes it difficult for some that work to get here at the beginning. A 5:00 start time makes it difficult for people to eat dinner at a reasonable time. A 7:00 or 7:30 start time will often run too late at night for a lot of people to stay until the end. The average meeting in the last 12 months has been 4 hours and 7 minutes long. Nearly 1/4th of the meetings have been excess of 5 hours. Even if you throw out the one 11 hour meeting the average length is 3 hours and 47 minutes. A schedule showing the lengths of meetings for the past 12 months is attached. Since most of the items at the beginning of the agendas are ceremonial or administrative, staff recommends leaving the start times at 3:30. Statutes already require certain major public hearings such as the budget and when changing zoning districts that change a permitted or conditional use must happen after 5:00.

The suggestion to move away from Monday meetings was to better accommodate weekend travel schedules and to allow time after the weekend to get answers to questions prior to a commission meeting. Moving to Tuesday, Wednesday or Thursday could result in a conflict with advisory board meetings but those can easily be rescheduled to a different day to avoid such a conflict. The major advisory boards meetings that currently occur at night are:

Planning and Zoning - first Tuesday of the month
Civil Service - first Tuesday of the month
Code Enforcement - first Thursday of the month
Parks and Recreation - fourth Wednesday of the month

The current commission meeting schedule was established in 2003 when the meetings were moved from Tuesdays to Mondays. A copy of the minutes from that change is attached.

alternatives / other considerations

fiscal impact

Shifting from 3:30 to a later start time would have a minor cost in overtime for any hourly employees that need to attend a meeting. This can be offset by flexing their schedules for that week if necessary.

There would be no cost in changing the day of the meeting.

ATTACHMENTS:

Description	Upload Date	Type
Average Length of meetings	5/26/2020	Cover Memo
5-25-2003 Minutes	5/26/2020	Cover Memo

Regular City Commission Meeting Lenth Last 12 Months

Date	Start Time	End Time	Hours:Minutes	
10-Jun-19	15:30	18:05	2:35	2:35
24-Jun-19	15:30	20:03	4:33	4:33
8-Jul-19	15:30	16:57	1:27	1:27
22-Jul-19	15:30	23:12	7:42	7:42
12-Aug-19	15:30	18:02	2:32	2:32
26-Aug-19	15:30	18:55	3:25	3:25
9-Sep-19	15:30	18:24	2:54	2:54
23-Sep-19	15:30	17:46	2:16	2:16
14-Oct-19	15:35	18:37	3:02	3:02
28-Oct-19	15:38	18:37	2:59	2:59
11-Nov-19	15:30	19:41	4:11	4:11
25-Nov-19	15:30	18:01	2:31	2:31
9-Dec-19	15:30	18:05	2:35	2:35
13-Jan-20	15:30	2:30	11:00	11:00
27-Jan-20	15:30	19:15	3:45	3:45
10-Feb-20	15:30	19:29	3:59	3:59
24-Feb-20	15:30	17:44	2:14	2:14
9-Mar-20	15:30	23:30	8:00	8:00
13-Apr-20	15:30	19:43	4:13	4:13
27-Apr-20	15:30	21:07	5:37	5:37
11-May-20	15:30	20:45	5:15	5:15

AVERAGE LENGTH OF MEETING: 4:07

Number of meetings 21

Number/Percentage over 4 Hours 8 38.1%

Number/Percentage over 5 Hours 5 23.8%

Number/Percentage over 7 Hours 3 14.3%

If you throw out the one that ended 3:47

Upon comments as to the options to resolve this issue, consensus was for staff to meet with the applicant to come up with a solution if no solution is reached, the applicant should return to the Commission.

b) Schedule of future City Commission meetings.

City Manager Williams addressed the summer schedule of Monday Commission meetings that has worked well and recommended the continuance of that schedule permanently. Discussion ensued as to whether the meeting should be on Monday or Tuesday and that the Monday only meetings have made it easier for the public to only have to attend one meeting.

Lurline Fletcher, 790 Lyman Avenue, asked for clarification regarding the Consent Agenda and public comment.

Consensus was to maintain the future Commission meeting schedule as the second and fourth Monday of each month as the permanent schedule and to discontinue the Tuesday meetings as held in the past.

c) Scheduling of the 2004 Old Fashioned 4th of July event.

City Manager Williams addressed staff's recommendation to hold the event on Saturday, July 3, 2004, because of the 4th of July falling on a Sunday next year.

Consensus was to accept staff's recommendation to hold the event on July 3, 2004.

d) Request for Police Department Participation in Money Laundering Task Force

City Manager Williams addressed another item concerning an opportunity to be involved with a task force with the Police Department working with other area agencies regarding white collar crime, particularly money laundering crimes. He stated it is an opportunity to obtain more forfeiture funds and recommended this be done. He stated the cost will be paid for the first year out of forfeitures and will involve adding an additional employee to the budget.

Consensus was to move forward with this.

6. CONSENT AGENDA:

- a) Approve minutes of 8/11/03.
- b) Approve Budget adjustments as follows:
 - 1) Appropriate \$85,000 received from City of Orlando as part of the Baldwin Park Settlement Agreement for the Glenridge/General Rees intersection traffic signal.
 - 2) Transfer \$1,325 from the City Clerk=s budget to the ITS Internal Service Fund to purchase a better quality scanner for producing agenda packages.
 - 3) Appropriate \$1,004 in County Fire District Tax funds for repairing a door at Fire Station 64.
 - 4) Appropriate \$25,000 contribution for the Fire Department to purchase equipment for their fitness room.



city commission **agenda item**

item type	Action Items Requiring Discussion	meeting date	6/8/2020
prepared by	Planning	approved by	
board approval	final vote		
strategic objective	Intelligent Growth and Development, Investment in Public Assets and Infrastructure		

subject

OA0 - Data & Analysis - Scopes of Work

motion / recommendation

Authorize the City Manager to execute the scopes of work from GAI and Kimley Horn.

background

Finalization of the GAI and Kimley Horn scopes of the OA0 data & analysis.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description	Upload Date	Type
GAI Scope	6/4/2020	Backup Material
Kimley Horn Scope	6/4/2020	Backup Material
Commissioner Cooper Comments - Kimley Horn SOW	6/4/2020	Backup Material
Commissioner Cooper Comments - GAI	6/4/2020	Backup Material

Task 1: Comparable Development Studies

GAI will identify development projects in Central Florida with a range of heights and FAR similar to proposed elements of the OAO. GAI will prepare summaries of up to eight (8) projects, preferably built within last ten years, with key elements including:

- Height range: 3 to 5 stories
- FAR range: 0.6 to 2.0 (including garage in FAR calculation)
- Site size range: 4 to 5 acres (targeting 4.2 to 4.8 acres)
- Adjacency to major roadway
- Mixed-use component (generally commercial at ground floor with residential above, but may vary depending on project)

Deliverable:

As a result of this task, GAI will produce a graphic and written summary of each development project. The summary is anticipated to include a location/context map, recent aerial photograph with the project site highlighted, hand sketch of building massing, tabular summary of key data (e.g. height, FAR, program, setbacks, and open space), and character photographs. GAI will present the material to the City Commission one time.

Task 2: Massing Studies

GAI will develop three massing studies for each of two sites (Holler and Demetree) for the purpose of illustrating a range of height and FAR. The program for all studies will be confirmed with City prior to commencement of the task. Conceptually, the three studies will be:

- Current standards – allowable under existing FLU and Zoning
- Median – FAR of 1.3 to 1.5 including garage
- Maximum – as directed by City Commission (Holler: FAR 2.0 including garage, 3-stories within 100' of Fairbanks, 4-stories on remainder of site. Demetree: FAR 2.0 including garage, 5-stories)

Each study will include:

- Hand-drawn site plan showing buildings, parking, open space
- SketchUp massing model of the site plan and surrounding context (approximately 500') *(Note that model will be simple massing, not including windows, storefronts, etc... but will include rough roof forms for purposes of illustrating height implications)*
- Tabular summary of key data consistent with data prepared for comparable development studies in Task 1
- One (1) before/ after computer rendering on eye-level photo base to illustrate height at public right-of-way (Note: architecture will be as plain as possible while fitting within context of what is seen in other Winter Park architecture and views will be as similar as possible between the two sites)

The plan and massing models will be developed at a rough level and reviewed with staff in a workshop format. The outcome of this meeting will be a single refined plan for each study that will be the basis of the eye-level rendering.

Deliverable:

As a result of this task, GAI will produce a graphic and written summary of the above material in PDF and PowerPoint format suitable for use in public presentations and work sessions. GAI will present the material to the City Commission one time.

Task 3: Financial and Economic Analysis

GAI will provide rough order of magnitude estimate of cost for each item listed on the menu of incentives as proposed under the OAO. The costs will be developed using data from a range of sources appropriate to each proposed item. Costs will be presented in tabular format.

In order to quantify the market value of an increase in allowable FAR, GAI will develop pro forma models for prototypical development within the OAO using a hypothetical construct for meeting base and maximum FAR, under scenarios to be determined. The parameters of development for all proposed scenarios will be confirmed with City staff prior to commencement of the task. The analysis will include:

- Detailed pro forma estimates, including land value based on a residual land value calculation
- Tabular summary of changes in financial performance attributable to increased FAR
- A summarized calculation of value from a 1% change in FAR (effectively a calculation of elasticity in terms of development profit)
- A general summary of how market and non-market values of incentives align with potential value created by changes in FAR

Deliverable:

As a result of this task, GAI will produce written summary of the above material in PDF and PowerPoint format suitable for use in public presentations and work sessions. GAI will present the material to the City Commission one time.

Task 4: Meetings and Representation

The presentation of findings to City Commission is included in Tasks 1, 2, and 3. GAI will support any requested public presentations and/or public meetings as directed by the City.

Budget

Compensation for Tasks 1-4 will be as noted in the table below.

Task	Terms	Fee
Task 1: Comparable Development Studies	Lump Sum	\$12,000
Task 2: Massing Studies	Lump Sum	\$77,000
Task 3: Financial and Economic Analysis	Lump Sum	\$19,800
Total		\$108,800
Task 4: Meetings and Representation	Hourly	TBD by City direction

**AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CITY OF WINTER PARK AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 2 dated June 4, 2020 to the agreement between the City of Winter Park ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated April 30, 2019 ("the Agreement") concerning the Orange Avenue Corridor Plan (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement to additional analyses consistent with guidance provided by the City Commission in a workshop on April 30, 2020.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 1 – Update Tech Memo #3

Kimley-Horn will update Technical Memorandum #3 to calculate trip generation associated with four development scenarios. The development scenarios will be identified by City Staff (currently assumed to be 60%, 130%, 150%, and 200% (add 25% or 45% for others). Resulting scenarios will be finalized by City prior to NTP). The trip generation will include internal capture calculations and pass-by reductions as applicable. Trips will be assigned to the roadway network based on engineering judgment and a select-zone model run using the most recently adopted Central Florida Regional Planning Model (CFRPM).

Kimley-Horn will collect existing available roadway segment data for the following study area roadway segments:

- Orange Avenue from Clay Street to Fairbanks Avenue
- Minnesota Avenue from Clay Street to Pennsylvania Avenue
- Fairbanks Avenue from Orlando Avenue to Park Avenue
- Morse Boulevard from Orlando Avenue to Park Avenue
- Clay Street from Orange Avenue to Fairbanks Avenue
- Orlando Avenue from Princeton Street to Lee Road
- Denning Drive from Garden Drive to Morse Boulevard
- Pennsylvania Avenue from Minnesota Avenue to Morse Boulevard
- Garden Drive from Orlando Avenue to Denning Drive
- Holt Avenue from Denning Drive to Park Avenue
- Camellia Avenue from Mills Avenue to Denning Drive
- Palmetto from Orlando to Fairbanks
- Lake Midget
- Orwin Manor

If existing data are not available for any of the above listed roadway segments, the analysis will not identify existing or background volumes.

Kimley-Horn will collect historic segment data and identify model growth within the study area using the CFRPM. Future daily volumes with and without the proposed development scenarios will be identified for Year 2025 and Year 2040.

Kimley-Horn will provide an assessment of anticipated route changes and neighborhood impacts due to additional development in the overlay district for Year 2025 and Year 2040.

Kimley-Horn will obtain available information on FDOT's current ongoing projects on Orange Avenue and on Orlando Avenue. Kimley-Horn will summarize available information and provide copies of published graphics, as available at the time when this amendment is authorized.

Kimley-Horn will assess the feasibility of implementing complete streets consistent with the hierarchy in the City's Comprehensive Plan. Kimley-Horn will describe complete streets elements, opportunities, challenges, and potential changes.

Kimley-Horn will provide generalized recommendations for the alignment of Palmetto Avenue from Orlando Avenue to Denning Drive. The recommendations will consider bicycle and pedestrian facilities, cut-through traffic, design speeds, proximity to the railroad track, anticipated footprint of future parking garage (leave space for a large parking garage facility) and impacts to properties. The deliverable will be a narrative assessment of best practices and general alignment recommendations. This task does not include coordination with property owners to develop specific concept plans.

Potential transit strategies will be briefly summarized as applicable to the surrounding area.

Task 2 – Funding for Mitigation

Kimley-Horn will provide a summary on the differences between Proportionate Share, Transportation Impact Fees and Mobility Fees. The summary will focus on how the various strategies are applicable to key properties that may develop within the Orange Avenue Overlay District.

Task 3 – Meetings

Kimley-Horn will attend up to five (5) meetings with City staff, stakeholders, or elected officials to discuss the analysis and findings.

FUTURE Task 4 – Update Tech Memo #4

Kimley-Horn will coordinate with the City to finalize the scope of this task prior to authorization. The text provided within this section is therefore informational only, subject to change, and not authorized as part of this amendment.

Kimley-Horn will update Technical Memorandum #4 based on a larger study area and additional analysis years, as described below.

If turning movement counts are available for the intersection of Pennsylvania Avenue and Holt Avenue, the operational performance will be evaluated. If data are not available, Kimley-Horn will provide a qualitative analysis of the intersection and anticipated impacts associated with the overlay district.

The study area intersections consist of the following:

- Orange Avenue & Orlando Avenue
- Orange Avenue & Cypress Avenue
- Orange Avenue & Minnesota / Denning
- Orlando Avenue & Fairbanks Avenue
- Orlando Avenue & Minnesota Avenue
- Orlando Avenue & Fairbanks Avenue
- Orlando Avenue & Morse Boulevard

The following intersections ARE NOT INCLUDED SINCE TURNING MOVEMENT DATA ARE NOT AVAILABLE:

- Minnesota & Clay
- Minnesota & Pennsylvania

- Fairbanks & Clay
- Fairbanks & New York
- Fairbanks & Park
- Denning & Morse
- Pennsylvania & Morse

Kimley-Horn will analyze the study area intersections for Year 2025 and Year 2040, with and without roadway improvements, for two development programs. Kimley-Horn will perform PM peak-hour intersection Level of Service (LOS) and queuing analysis for roundabout control at the two roundabout locations and for signalized control signalized intersections. Kimley-Horn will report the peak-hour average control delay, LOS, volume to capacity ratio (v/c), and 95th percentile queue length for each approach. Queue estimates will be examined relative to available storage lengths to nearby driveways and adjacent intersections.

Synchro SimTraffic software will be used to simulate and report travel time and travel speed changes. 4.

Kimley-Horn will coordinate with FDOT to understand their plans for potential improvements on state roads, and to describe any proposed changes to intersections on state roads.

Results will be documented in an updated Technical Memorandum #4.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Analysis of other locations / intersections
- Coordination with FDOT or other agencies
- Development of concept plans or cost estimates
- Roadway engineering
- Additional meetings

(this space left intentionally blank)

Fees

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Tasks 1 – 4 for the total lump sum fee of \$142,584.48. This fee includes all time, materials, travel and expenses. A breakdown of fee by task is provided below:

- Task 1: Update TM 3: \$45,569.56
- Task 2: Funding: \$3,813.52
- Task 3: Meetings: \$5,668.62
- Task 4: Update TM 4: \$87,532.48 (assumes two development scenarios, two analysis years, with and without improvements)

Services requested beyond those specifically mentioned above can be accommodated under the Additional Services provisions of this agreement.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.0 times cost. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CITY OF WINTER PARK:

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

COMMISSIONER COOPER DATA & ANALYSIS COMMENTS RECEIVED ON MAY 19th

General: Too many exclusions of data necessary for decision making.

Is proposal valid for 120 days?

I recommend:

- KH start date to be aligned with data availability from other sources if reasonable.
- Staff to identify intersections and segments already covered by other SOWs
- Identify when necessary data will become available from those contracts
- Adjust scope as agreed by commission and get revised quotation
- Execute both segments and intersections concurrently
- Fund from Commission Contingency
- Consider land use illustrations first to reduce Task 1 to possibly 2 points.
- Review proposed compensation if data will be created under separate contracts.
- Is staff experienced to perform some of the missing data collection?
(turning movements, traffic counts, coordination with landowners, MPO and CC? It is unclear staff role.

1. KH Memo, Professional Services Agreement, Orlando Avenue Analysis, included two sections I would like to see reflected in this SOW: Project Understanding and Schedule. Please add to this SOW.

2. Do we have a shared understanding of the anticipated deliverables and how they will aid in decision making?

The commission requested “*traffic Impact analysis to access operational efficiency for affected intersections and corridors within 1 mile.*” The KH SOW reads, “*Calculation of trip generation*”. Will the “calculation of trip generation” data be adequate for KH use in explaining how the varying levels of intensity impact how the streets and intersections operate? Request to understand impact on “operational efficiency” assumes KH report will answer questions such as:

- How long it will take residents to drive from one location to another?
- How long will they sit at traffic lights?
- How many cars will be cutting through residential neighborhoods?
- Will KH report answer these operational questions regarding increase in travel time?

Please explain the value of data on *volume* if *operational efficiency* (increased travel time) is not addressed.

3. Task 1: Lists 4 levels of intensity for future development. I understand these FARs to include the square footage of the parking garage. This understanding needs to be confirmed by the City Commission and reflected in the SOW.

4. Task 1: The listing of roadway segments needs to include Palmetto Ave from Orlando Avenue to Denning (consider assumptions on connections to D and C development- progress point parking structure entrance). This is especially important as Palmetto is anticipated to serve to relieve congestion on Orange Avenue.

5. Task 1 and Task 4: Will KH be providing graphics as opposed to only tables? Graphics would be more easily reviewed by layman and are requested.

6. Task 1: The SOW states, “If existing data are not available for any of the roadway segments, the analysis will not identify existing or background volumes”. Won’t leaving this data out diminish value of the analysis?

The SOW states, “KH will obtain available information on FDOTs current ongoing projects on Orange Ave and Orlando Ave. KH will summarize available information and provide copies of published graphics “as available”.

In combination with Task 4 intersection exclusions, it appears KH intends to collect no new data. Isn’t much of this data, available through Metroplan or could it not be collected and adjusted for COVID impact or older data be used and extrapolated? I appreciated the Covid impact but am not comfortable leaving out important road segments and intersections, especially Fairbanks.

Staff: With current on-going projects such as the Orlando FDOT, staff is requested to provide a schedule of what intersections and road segments are included in each of the other SOWs and a reasonable schedule for when that data will be available. We should execute this task based on availability of other data already under contract.

7. Task 1: SOW reads, *KH will provide an assessment of anticipated route changes and neighborhoods impacts....* Please identify neighborhoods you are referring to.

8. Task 1: Regarding Palmetto Avenue. Add: Staff is to provide KH with required parking garage footprint and access point to facilitate proper alignment of Palmetto Avenue.

9. Task 2: Funding Mitigation: Summary to identify data needed to formulate pool of expenses and development of impact fee/proportionate fair share/Mobility Fees.

10. Task 4: Provide definition of “larger study area” with graphic illustration.

11. Task 4: Fairbanks segment/intersections impact must be included. Data to be collected or starting point extrapolated from Metroplan existing data.

12. Task 4: Analysis required for **AM and PM peak** as patterns will vary.

12. Task 4: Perplexed by proposed cost as all of the intersections identified are part of Phase 1 OAO data or KH SOW dated 2/7/20. Who will be responsible for negotiating price?

draft

Task 1: Comparable Development Studies

GAI will identify development projects in Central Florida with a range of heights and FAR similar to proposed elements of the OAO. GAI will prepare summaries of up to eight (8) projects, preferably built within last ten years, with key elements including:

- Height range: 3 to 5 stories
- FAR range: 2.0 or less (including garage in FAR calculation)
- Approximately 4-acres or less
- Adjacency to major roadway
- Mixed-use component (generally commercial at ground floor with residential above, but may vary depending on project)

Deliverable:

As a result of this task, GAI will produce a graphic and written summary of each development project. The summary is anticipated to include a location/context map, recent aerial photograph with the project site highlighted, hand sketch of building massing, tabular summary of key data (e.g. height, FAR, program), and character photographs.

Task 2: Massing Studies

GAI will develop three massing studies for each of two sites (Holler and Demetree) for the purpose of illustrating a range of height and FAR. The program for all studies will be confirmed with City prior to commencement of the task. Conceptually, the three studies will be:

- Current standards – allowable under existing FLU and Zoning
- Maximum – allowable under proposed OAO as currently written
- Interim – as directed by City Commission (Holler: FAR 2.0 including garage, 3-stories within 100' of Fairbanks, 4-stories on remainder of site. Demetree: FAR 2.0 including garage, 5-stories)

Each study will include:

- Hand-drawn site plan showing buildings, parking, open space
- SketchUp massing model of the site plan and surrounding context (approximately 500') *(Note that model will be simple massing, not including windows, storefronts, etc... but will include rough roof forms for purposes of illustrating height implications)*
- Tabular summary of key data consistent with data prepared for comparable development studies in Task 1
- One (1) before/ after computer rendering on eye-level photo base to illustrate height at public right-of-way (Note: architecture will be as plain as possible while fitting within context of what is seen in other Winter Park architecture and views will be as similar as possible between the two sites)

The plan and massing models will be developed at a rough level and reviewed with staff in a workshop format. The outcome of this meeting will be a single refined plan for each study that will be the basis of the eye-level rendering.

Deliverable:

As a result of this task, GAI will produce a graphic and written summary of the above material in PDF and PowerPoint format suitable for use in public presentations and work sessions.



city commission agenda item

item type	Public Hearings	meeting date	6/8/2020
prepared by	Public Works	approved by	
board approval	final vote		
strategic objective	Investment in Public Assets and Infrastructure		

subject

FDOT Fairbanks Donation (Right of Way Designations)

- Ordinance - Authorizing conveyance of city-owned property located adjacent to north right-of-way of S.R. 426 east of Harper Street (First Reading)
- Ordinance - Authorizing conveyance of city-owned property located adjacent to S.R. 426 within the right-of-way of Harper Street. (First Reading)
- Resolution - Designating a three-foot strip of land adjacent to Harper Street as part of the city's street system as public right-of-way.

motion / recommendation

Approve ordinances and resolution.

background

At the City's request in order to extend the westbound left turn lane onto Orlando Avenue (17-92) the FDOT is widening SR 426 Fairbanks Avenue which requires additional right of way width. On 5/25/18 the City sold the parcel at the NE corner of Fairbanks Avenue and Harper Street and at the time of the sale reserved a twenty feet wide strip along the south property line adjacent to Fairbanks Avenue and a 3 feet wide strip along the west property line adjacent to Harper Street. The City is donating the reserved 20 feet wide strip along Fairbanks and the adjacent 20 feet wide strip of Harper Street to the FDOT for right of way of Fairbanks Avenue. The City is designating the 3 feet wide strip along Harper Street as public right of way to accommodate a sidewalk and provide direct access to the parcel at the NE corner of the intersection.

alternatives / other considerations

None

fiscal impact

None

ATTACHMENTS:

Description

City Deed 100.1

Upload Date

5/7/2020

Type

Cover Memo

City Deed 101.1	5/7/2020	Cover Memo
Donation Form	5/7/2020	Cover Memo
Ordinance Parcel 100	5/7/2020	Cover Memo
Ordinance Parcel 101	6/1/2020	Backup Material
Resolution	5/7/2020	Cover Memo
Row Dedications Exhibit A	5/22/2020	Backup Material

03-BSD05-03/07

March 25, 2020

This instrument prepared by

Marika Tremblay

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 100.1

SECTION 75006

F.P. NO. 441197 1

STATE ROAD 426

COUNTY ORANGE

CITY DEED

THIS DEED, made this _____ day of _____, _____ by the CITY OF WINTER PARK, a Florida Municipal Corporation, ("Grantor"), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ("Grantee"): (Wherever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, viz:

PARCEL NO. 100

**SECTION 75006
FP 441197-1**

THAT PART OF:

"Lots 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18, Block 1, LAKE ISLAND ESTATES, according to the map or plat thereof as recorded in Plat Book M, Page 95, Public Records of Orange County, Florida.

TOGETHER with that portion of the vacated alley running East and West through Block 1, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 7, Block 1, LAKE ISLAND ESTATES, according to the map or plat thereof recorded in Plat Book M, Page 95, Public Records of Orange County, Florida, thence North along the West line of said Lot 7 extended a distance of 10 feet, more or less, to the Southwest corner of Lot 18, Block 1; thence East along the South line of Lots 18, 17, 16, 15, 14 and 13 to the

PARCEL NO. 100.1
SECTION 75006
F.P. NO. 441197 1
PAGE 2

Southeast corner of Lot 13, Block 1; thence South along the East line of Lot 13 extended South a distance of five feet, more or less, to the center line of said alley; thence Westerly along a line equal distance from the South line of Lot 13 and the North line of Lot 12, a distance of 59.7 feet, more or less, to a point of intersection with the East line of Lot 11 extended North; thence South along the extension of the East line of Lot 11 extended North a distance of five feet, more or less, to the Northeast corner of Lot 11; thence Westerly along the North line of Lots 11, 10, 9, 8 and 7 to the Northwest corner of Lot 7, being also the Point of Beginning."

(Being a portion of those lands described in Document #20160249822, Public Records of Orange County, Florida)

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 3"x3" concrete monument with no identification marking the Northeast corner of Lot 13, Block 1 of Lake Island Estates, as recorded in Plat Book "M", Page 95 of the Public Records of Orange County, Florida; thence North 89°39'20" West along the Northerly line of Lots 13, 14, 15, 16, 17, and 18, Block 1 of said Lake Island Estates, a distance of 309.70 feet to the Northwest corner of said Lot 18, Block 1; thence South 00°48'20" East along the Westerly line of said Lot 18, Block 1, and Lot 7 of said Block 1, a distance of 234.36 feet to the POINT OF BEGINNING; thence departing said Westerly line South 89°36'46" East along the Northerly line of the South 20.00 feet of Lots 7, 8, 9, 10, and 11, Block 1 of said Lake Island Estates, a distance of 250.00 feet to the Easterly line of said Lot 11, Block 1; thence departing said Northerly line South 00°48'18" East along said Easterly line, a distance of 20.00 feet to the Southeast corner of said Lot 11, Block 1, also being a point on the existing Northerly right of way line of State Road Number 426, as shown on Florida Department of Transportation Right of Way Map, Section 75006, Financial Project Number 441197 1; thence North 89°36'46" West along the Southerly line of said Lots 7, 8, 9, 10, and 11, Block 1, and said existing right of way line, a distance of 250.00 feet to the Southwest corner of said Lot 7, Block 1; thence North 00°48'20" West along the Westerly line of said Lot 7, Block 1, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 5,000 square feet, more or less.

This legal description prepared under the direction of:

William H. Fulghum, PLS #4993
Volkert, Inc. LB 4641
3501 South Main Street
Gainesville, FL 32601
Date: March 26, 2019

PARCEL NO. 100.1
SECTION 75006
F.P. NO. 441197 1
PAGE 3

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the said Grantee forever subject to the provisions set forth on the attached Exhibit "A".

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Authorized Representative, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF WINTER PARK
A Florida Municipal Corporation

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____
Its Authorized Representative

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____
Its City Clerk

ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, Authorized Representative of City of Winter Park, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 100.1
SECTION 75006
F.P. NO. 441197 1
PAGE 4

EXHIBIT "A"

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the rights to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage to F.D.O.T.'s facilities resulting from the Grantor exercising its rights outlined in Paragraph 1 and 3 above. Nothing herein shall act or be interpreted to limit the application of §337.402, Florida Statutes.
5. In the event Grantee fails to complete the construction of the improvements contemplated by and in accordance with the Contract Plans for F.D.O.T. Financial Project ID 441197-1-52-01 within five years from the date of recording this deed at no cost to Grantor, title to the subject property shall revert to Grantor.

03-BSD05-03/07

March 25, 2020

This instrument prepared by

Marika Tremblay

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 101.1

SECTION 75006

F.P. NO. 441197 1

STATE ROAD 426

COUNTY ORANGE

CITY DEED

THIS DEED, made this _____ day of _____, _____ by the CITY OF WINTER PARK, a Florida Municipal Corporation, ("Grantor"), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ("Grantee"): (Wherever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, viz:

PARCEL NO. 101

**SECTION 75006
FP 441197-1**

THAT PART OF:

Being a portion of Harper Avenue, a 50.00 feet wide dedicated public right of way acquired by Eminent Domain Judgement recorded in Minute Book 8, Page 479 of the Records of Orange County, Florida

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 3"x3" concrete monument with no identification marking the Northeast corner of Lot 13, Block 1 of Lake Island Estates, as recorded in Plat Book "M", Page 95 of the Public Records of Orange County, Florida; thence North 89°39'20" West along the Northerly line of Lots

PARCEL NO. 101.1
SECTION 75006
F.P. NO. 441197 1
PAGE 2

13, 14, 15, 16, 17, and 18, Block 1 of said Lake Island Estates, a distance of 309.70 feet to the Northwest corner of said Lot 18, Block 1; thence South 00°48'20" East along the Westerly line of said Lot 18, Block 1, and Lot 7 of said Block 1, a distance of 234.36 feet to the POINT OF BEGINNING; thence continue along said West line of Lot 7, Block 1, a distance of 20.00 feet to the Southwest corner of said Lot 7, Block 1; thence North 89°36'46" West along a westerly projection of the existing Northerly right of way line of State Road Number 426, as shown on Florida Department of Transportation Right of Way Map, Section 75006, Financial Project Number 441197 1 a distance of 50.00 feet; thence North 00°48'21" West 20.00 feet to a westerly projection of the Northerly line of the South 20.00 feet of Lots 7, 8, 9, 10, and 11, said Block 1 of Lake Island Estates; thence South 89°36'46" East along said projection 50.00 feet to the POINT OF BEGINNING.

Containing 1,000 square feet, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the said Grantee forever subject to the provisions set forth on the attached Exhibit "A".

PARCEL NO. 101.1
SECTION 75006
F.P. NO. 441197 1
PAGE 3

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Authorized Representative, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF WINTER PARK
A Florida Municipal Corporation

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____
Its Authorized Representative

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____
Its City Clerk

ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF ORANGE

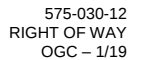
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, Authorized Representative of City of Winter Park, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 101.1
SECTION 75006
F.P. NO. 441197 1
PAGE 4

EXHIBIT "A"

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the rights to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage to F.D.O.T.'s facilities resulting from the Grantor exercising its rights outlined in Paragraph 1 and 3 above. Nothing herein shall act or be interpreted to limit the application of §337.402, Florida Statutes.
5. In the event Grantee fails to complete the construction of the improvements contemplated by and in accordance with the Contract Plans for F.D.O.T. Financial Project ID 441197-1-52-01 within five years from the date of recording this deed at no cost to Grantor, title to the subject property shall revert to Grantor.



RON DESANTIS
GOVERNOR

KEVIN J. THIBAUT, P.E.
SECRETARY

ITEM/SEGMENT NO.:	<u>4411971</u>
MANAGING DISTRICT:	<u>5</u>
F.A.P. NO.:	<u></u>
STATE ROAD NO.:	<u>426</u>
COUNTY:	<u>Orange</u>
PARCEL NO.:	<u>100 and 101</u>
INTEREST CONVEYED:	<u>FEE SIMPLE</u>



Florida Department of Transportation

INSTRUCTIONS FOR COMPLETION OF THE DONATION OF PROPERTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FORM 575-030-12)

This form should be printed on official DOT letterhead.

- DATE AND INSIDE ADDRESS:** Space is provided for a date and inside address of the property owner.
- PROJECT/PARCEL INFORMATION:** The following information can be located in the legal documents and Right of Way map for each project and is required on official Department forms:
- Item/Segment No.
 - Managing District
 - F.A.P. No.
 - State Road No.
 - County
 - Parcel No.
- OWNER'S SIGNATURE BLOCK:** The owner must sign and provide an address and date before the Department can accept the donation.
- ORIGINAL:** Parcel File
- COPIES:** Owner(s)

PARCEL No.100.1
SECTION 75006
F.P. NO. 441197 1
STATE RD 426
COUNTY ORANGE

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AUTHORIZING THE CONVEYANCE OF
THE CITY OWNED PROPERTY LOCATED
ADJACENT TO STATE ROAD 426 DESCRIBED ON
EXHIBIT "A"; PROVIDING FOR CONFLICTS AND
AN EFFECTIVE DATE.**

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City of Winter Park ("City"); and

WHEREAS, the City is the owner of that certain land more particularly described on the attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property abuts the north right of way of State Road 426, Section No. 75006, F.P. No. 441197-1, in Orange County, Florida; and

WHEREAS, the Florida Department of Transportation (hereinafter "FDOT") proposes to make certain improvements to said section of State Road 426 and needs the Property in order to complete such improvements; and

WHEREAS, provided the Property is used for said improvements to State Road 426, the City has determined it is not needed for municipal purposes and should be conveyed to FDOT.

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

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

SECTION 2. APPROVAL. The City Commission of the City of Winter Park hereby approves the transfer and conveyance of the Property to FDOT.

SECTION 3. CONVEYANCE. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, to convey the Property to FDOT and for the Mayor or the City Manager to execute the deed of conveyance on behalf of the City along with any other documents necessary to effectuate the intent of this Ordinance.

SECTION 4. CONFLICTS. If any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, the provisions of this Ordinance shall control.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day _____, 2020.

Mayor Steven Leary

ATTEST:

City Clerk, Rene Cranis

EXHIBIT "A"

THAT PART OF:

"Lots 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18, Block 1, LAKE ISLAND ESTATES, according to the map or plat thereof as recorded in Plat Book M, Page 95, Public Records of Orange County, Florida.

TOGETHER with that portion of the vacated alley running East and West through Block 1, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 7, Block 1, LAKE ISLAND ESTATES, according to the map or plat thereof recorded in Plat Book M, Page 95, Public Records of Orange County, Florida, thence North along the West line of said Lot 7 extended a distance of .10 feet, more or less, to the Southwest corner of Lot 18, Block 1; thence East along the South line of Lots 18, 17, 16, 15, 14 and 13 to the Southeast corner of Lot 13, Block 1; thence South along the East line of Lot 13 extended South a distance of five feet, more or less, to the center line of said alley; thence Westerly along a line equal distance from the South line of Lot 13 and the North line of Lot 12, a distance of 59.7 feet, more or less, to a point of intersection with the East line of Lot 11 extended North; thence South along the extension of the East line of Lot 11 extended North a distance of five feet, more or less, to the Northeast corner of Lot 11; thence Westerly along the North line of Lots 11, 10, 9, 8 and 7 to the Northwest corner of Lot 7, being also the Point of Beginning."

(Being a portion of those lands described in Document #20160249822, Public Records of Orange County, Florida)

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 3"x3" concrete monument with no identification marking the Northeast corner of Lot 13, Block 1 of Lake Island Estates, as recorded in Plat Book "M", Page 95 of the Public

Records of Orange County, Florida; thence North 89°39'20" West along the Northerly line of Lots 13, 14, 15, 16, 17, and 18, Block 1 of said Lake Island Estates, a distance of 309.70 feet to the Northwest corner of said Lot 18, Block 1; thence South 00°48'20" East along the Westerly line of said Lot 18, Block 1, and Lot 7 of said Block 1, a distance of 234.36 feet to the POINT OF BEGINNING; thence departing said Westerly line South 89°36'46" East along the Northerly line of the South 20.00 feet of Lots 7, 8, 9, 10, and 11, Block 1 of said Lake Island Estates, a distance of 250.00 feet to the Easterly line of said Lot 11, Block 1; thence departing said Northerly line South 00°48'18" East along said Easterly line, a distance of 20.00 feet to the Southeast corner of said Lot 11, Block 1, also being a point on the existing Northerly right of way line of State Road Number 426, as shown on Florida Department of Transportation Right of Way Map, Section 75006, Financial Project Number 441197 1; thence North 89°36'46" West along the Southerly line of said Lots 7, 8, 9, 10, and 11, Block 1, and said existing right of way line, a distance of 250.00 feet to the Southwest corner of said Lot 7, Block 1; thence North 00°48'20" West along the Westerly line of said Lot 7, Block 1, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 5,000 square feet, more or less.

This legal description prepared under the direction of:

William H. Fulghum, PLS #4993
Volkert, Inc. LB 4641
3501 South Main Street Gainesville, FL 32601
Date: March 26, 2019

PARCEL No. 101.1
SECTION 75006
F.P. NO. 441197 1
STATE RD 426
COUNTY ORANGE

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA,
AUTHORIZING THE CONVEYANCE OF THE CITY OWNED
PROPERTY LOCATED ADJACENT TO STATE ROAD 426
WITHIN THE RIGHT OF WAY OF HARPER STREET MORE
PARTICULARLY DESCRIBED ON EXHIBIT “A”; PROVIDING
FOR CONFLICTS AND AN EFFECTIVE DATE.**

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City of Winter Park (“City”); and

WHEREAS, the City is the owner of that certain land more particularly described on the attached Exhibit “A” (hereinafter the “Property”); and

WHEREAS, the Property abuts the north right of way of State Road 426, Section No. 75006, F.P. No. 441197-1, in Orange County, Florida; and

WHEREAS, the Florida Department of Transportation (hereinafter “FDOT”) proposes to make certain improvements to said section of State Road 426 and needs the Property in order to complete such improvements; and

WHEREAS, provided the Property is used for said improvements to State Road 426, the City has determined it is not needed for municipal purposes and should be conveyed to FDOT.

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

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

SECTION 2. APPROVAL. The City Commission of the City of Winter Park hereby approves the transfer and conveyance of the Property to FDOT.

SECTION 3. CONVEYANCE. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, to convey the Property to FDOT and for the Mayor or the City Manager to execute the deed of conveyance on behalf of the City along with any other documents necessary to effectuate the intent of this Ordinance.

SECTION 4. CONFLICTS. If any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, the provisions of this Ordinance shall control.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day_____, 2020.

Mayor Steven Leary

ATTEST:

City Clerk, Rene Cranis

EXHIBIT "A"

THAT PART OF:

Being a portion of Harper Street, a 50.00 feet wide dedicated public right of way acquired by Eminent Domain Judgement recorded in Minute Book 8, page 479 of the Records of Orange County, Florida

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 3"x3" concrete monument with no identification marking the Northeast corner of Lot 13, Block 1 of Lake Island Estates, as recorded in Plat Book "M", Page 95 of the Public Records of Orange County, Florida; thence North $89^{\circ}39'20''$ West along the Northerly line of Lots 13, 14, 15, 16, 17, and 18, Block 1 of said Lake Island Estates, a distance of 309.70 feet to the Northwest corner of said Lot 18, Block 1; thence South $00^{\circ}48'20''$ East along the Westerly line of said Lot 18, Block 1, and Lot 7 of said Block 1, a distance of 234.36 feet to the POINT OF BEGINNING; thence continue along said West line of Lot 7, Block 1, a distance of 20.00 feet to the Southwest corner of said Lot 7, Block 1; thence North $89^{\circ}36'46''$ West along a westerly projection of the existing Northerly right of way line of State Road Number 426, as shown on Florida Department of Transportation Right of Way Map, Section 75006, Financial Project Number 441197 1 a distance of 50.00 feet; thence North $00^{\circ}48'21''$ West 20.00 feet to a westerly projection of the Northerly line of the South 20.00 feet of Lots 7, 8, 9, 10, and 11, said Block 1 of Lake Island Estates; thence South $89^{\circ}36'46''$ East along said projection 50.00 feet to the POINT OF BEGINNING.

Containing 1,000 square feet, more or less.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF WINTER PARK,
FLORIDA, DESIGNATING A CERTAIN THREE-
FOOT STRIP OF LAND ADJACENT TO HARPER
STREET AS PART OF THE CITY STREET SYSTEM
FOR PUBLIC RIGHT-OF-WAY USE; PROVIDING
FOR RECORDING, CONFLICTS AND AN
EFFECTIVE DATE.**

WHEREAS, the City of Winter Park (the "City") has acquired certain lands in fee simple for the purposes of improving and making such lands part of the City's city street system (a/k/a municipal road system) for public right-of-way use; and

WHEREAS, the City desires to make those certain lands owned in fee simple by the City more particularly described on the attached Exhibit "A" ("Three Foot Strip") as part of the City's city street system available for public right-of-way use subject to the City's superior jurisdiction, operation, control, regulation and maintenance; and

WHEREAS, the City has home rule authority and has Constitutional and statutory jurisdiction to operate, regulate, control and maintain a city street system.

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

SECTION 1: Recitals. The above recitals are true and correct and constitute findings of the City Commission.

SECTION 2: Designation of Three-Foot Strip. That Three-Foot Strip is hereby designated as part of the City's city street system (a/k/a municipal road system) as a public right-of-way subject to the City's superior jurisdiction, operation, control, regulation and maintenance.

SECTION 3: Recording. After its adoption, the City Clerk shall record this Resolution in the Public Records of Orange County, Florida.

SECTION 4: Conflicts. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this ____ day of _____, 2020.

Mayor Steven Leary

ATTEST:

City Clerk Rene Cranis

EXHIBIT "A"

The West three feet of Lots 7 and 18, Block 1, LAKE ISLAND ESTATES, according to the plat thereof, as recorded in Plat Book M, Page 95, Public Records of Orange County, Florida, together with the West three feet of the vacated 10.00 foot wide alley running East and West through said Block 1.

LESS and EXCEPT the West three feet of the South twenty feet of said Lot 7, Block 1.

EXHIBIT ROW DEDICATIONS

