



City Commission Regular Meeting

Agenda

May 10, 2023 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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

assistance & appeals

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

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

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

- a. [Fr. Stuart Shelby, All Saints Episcopal Church](#) 1 minute

Pledge of Allegiance**3. Approval of Agenda****4. Mayor Report**

- a. [Proclamation - Historic Preservation Month](#) 5 minutes

5. City Manager Report

- a. [Winter Park Sunshine Project Presentation](#) 5 minutes
b. [City Managers Report](#) 5 minutes

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

- a. [Board Appointment: Community Redevelopment Advisory Board \(Mayor Anderson\)](#) 1 minute

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

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

(Three minutes are allowed for each speaker)

9. Consent Agenda

- a. [Approve the minutes of the regular meeting, April 26, 2023.](#) 1 minute
b. [Approve the minutes of the work session, April 27, 2023](#) 1 minute
c. [Approve the following contracts:](#) 1 minute
1. Kimley-Horn and Associates, Inc. - RFQ7-22 - Transportation Planning & Engineering Services - Amendment 1; For professional services on an as-needed basis during the term of the Agreement through June 3, 2024; Amount: \$75,000.
2. Kisinger Campo & Associates Corp. - RFQ7-22 - Transportation Planning & Engineering Services - Amendment 1; For professional services on an as-needed basis during the term of the Agreement through June 15,

2024; Amount: \$75,000.

3. Toole Design Group, LLC - RFQ27-21 - Continuing Urban Design Services - Amendment 1; For professional services on an as-needed basis during the term of the Agreement through June 15, 2024; Amount: \$25,000.
4. Yang, Inc. - IFB13-19 - Electrician Services - Amendment 4; For services on an as-needed basis during the term of the Agreement through June 25, 2024; Amount: \$200,000.
5. SGM Engineering, Inc. - RFQ9-19 - Professional MEP Engineering Services - Amendment 4; For professional services on an as-needed basis during the term of the Agreement through June 27, 2024; Amount: \$75,000.
6. Calvin, Giordano & Associates, Inc. - RFQ9-19 - Professional MEP Engineering Services - Amendment 4; For professional services on an as-needed basis during the term of the Agreement through June 27, 2024; Amount: \$75,000.
7. Electric Supply of Tampa - IFB16-19 - Purchase & Delivery of Conduit/Pipe - Amendment 10; For goods on an as-needed basis during the term of the Agreement through July 23, 2024; Amount: \$500,000.
8. GRESCO Utility Supply, Inc. - IFB16-19 - Purchase & Delivery of Conduit/Pipe - Amendment 10; For goods on an as-needed basis during the term of the Agreement through July 23, 2024; Amount: \$100,000.
9. Wesco Distribution - IFB16-19 - Purchase & Delivery of Conduit/Pipe - Amendment 31; For goods on an as-needed basis during the term of the Agreement through July 23, 2024; Amount: \$100,000.
10. Anixter, Inc. - IFB20-19 - Electric Utility O&M Materials - Amendment 4; For goods on an as-needed basis during the term of the Agreement through July 31, 2024; Amount: \$100,000.
11. GRESCO Utility Supply, Inc. - IFB20-19 - Electric Utility O&M Materials - Amendment 3; For goods on an as-needed basis during the term of the Agreement through July 31, 2024; Amount: \$150,000.
12. Electric Supply of Tampa - IFB20-19 - Electric Utility O&M Materials - Amendment 4; For goods on an as-needed basis during the term of the Agreement through July 31, 2024; Amount: \$250,000.
13. Howard Industries, Inc. - IFB8-20 - Single-Phase Transformers - Amendment 6; For goods on an as-needed

basis during the term of the Agreement through August 12, 2024; Amount: \$2,000,000.

- d. [Approve the following formal solicitations:](#) 1 minute
 - 1. GAI Consultants, Inc. - RFQ8-23 - General Planning Services
 - 2. Inspire Placemaking Collective, Inc. - RFQ8-23 - General Planning Services
 - 3. Redevelopment Management Associates, LLC - RFQ8-23 - General Planning Services
 - 4. GRESCO - IFB13-23 - Three Phase Transformers; Amount: \$828,710.
- e. [Approve the following piggyback contracts:](#) 1 minute
 - 1. Top Line Recreation, Inc. - Clay County Contract #RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods on an as-needed basis during the term of the Agreement through May 28, 2024; Amount: \$175,000.
 - 2. Musco Lighting, Inc. - Clay County Contract #RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods on an as-needed basis during the term of the Agreement through May 28, 2024; Amount: \$100,000.
 - 3. Rep Services, Inc. - Clay County Contract #RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods on an as-needed basis during the term of the Agreement through May 28, 2024; Amount: \$125,000.
- f. [Approval of Interlocal Agreement with the City of Maitland allowing Winter Park to execute Safe Routes to School - Hungerford work plan in the Maitland rights of way.](#) 1 minute
- g. [Approve ARPA Funding Allocations - Stormwater Mobile Pump](#) 1 minute

10. Action Items Requiring Discussion

- a. [Solicitation Scope Review & Approval](#) 60 minutes

11. Public Hearings: Quasi-Judicial Matters

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

- a. [Ordinance 3271-23 - Partial vacation of Havilah Park Plat and vacation and termination of easements at 900 and 950 N. Orlando Ave. \(2nd reading\)](#) 5 minutes

12. Public Hearings: Non-Quasi Judicial Matters

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

13. City Commission Reports

14. Summary of Meeting Actions

15. Adjournment



City Commission **agenda item**

item type Invocation	meeting date May 10, 2023
prepared by Kim Breland	approved by
board approval	
strategic objective	

subject

Fr. Stuart Shelby, All Saints Episcopal Church

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Mayor Report	meeting date May 10, 2023
prepared by Jeffrey Briggs	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Proclamation - Historic Preservation Month

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date May 10, 2023
prepared by Clarissa Howard	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Winter Park Sunshine Project Presentation

motion / recommendation

background

Dr. Robb Lauzon, Project Director, will present the research of WinterParkSunshine.org, a project of the University of Central Florida's Nicholson School of Communication and Media. Its purpose is to serve citizens of Winter Park by providing curated, indexed and searchable public data pertaining to the city's government to promote transparency, awareness, empowerment and civic engagement.

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date May 10, 2023
prepared by Jennifer Guittard	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

City Managers Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

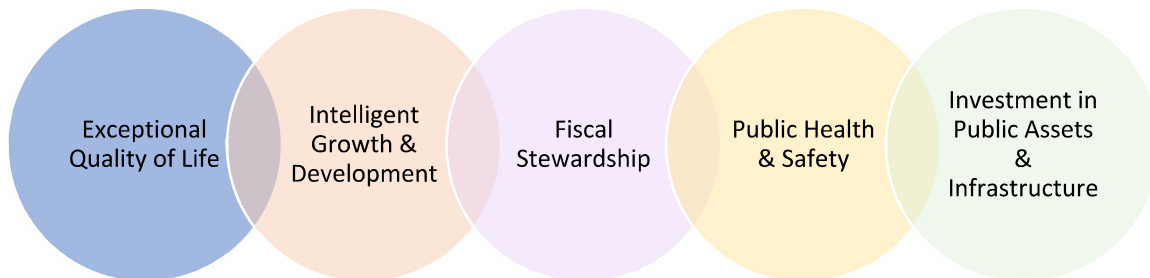
[City_Managers_Report_5.10.23 v3.pdf](#)



90-Day Report

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

City of Winter Park Strategic Objectives



Upcoming Commission Items

Title 1: Public Health & Safety

Item	Description	Item Department	Item Date
Utility Code Change Ordinance	Presenting additions and deletions to the Utility Code.	Water & Sewer	June

Title 2: 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 2023 property tax year on July 26th.	Administration	July
Budget Presentation	Presentation of the Fiscal Year 2023-2024 Budget to the City Commission on July 12th.	Administration	July

Upcoming Advisory Board Meetings

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

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

May Board Meetings

Advisory Board	Meeting Date	Meeting Time
Civil Service Board	5/2/23	4 p.m.
Planning & Zoning Board	5/2/23	6 p.m.
Lake Killarney Board	5/3/23	10 a.m.
Winter Park Firefighters' Pension Board	5/4/23	4 p.m.
Winter Park Police Officers' Pension Board	5/4/23	6 p.m.
Winter Pines Golf Course Advisory Board	5/8/23	8 a.m.
Economic Development Advisory Board	5/9/23	8:15 a.m.
Lakes & Waterways Board	5/9/23	Noon
Historic Preservation Board	5/10/23	9 a.m.
Transportation Advisory Board	5/15/23	4 p.m.
KWPB&S Advisory Board	5/16/23	11:45 a.m.
Board of Adjustments	5/16/23	5 p.m.
Parks & Recreation Advisory Board	5/17/23	5:30 p.m.
Utilities Advisory Board	5/23/23	Noon
Tree Preservation Board	5/24/23	5 p.m.
Community Redevelopment Advisory Board	5/25/23	5:30 p.m.

Upcoming Work Sessions

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

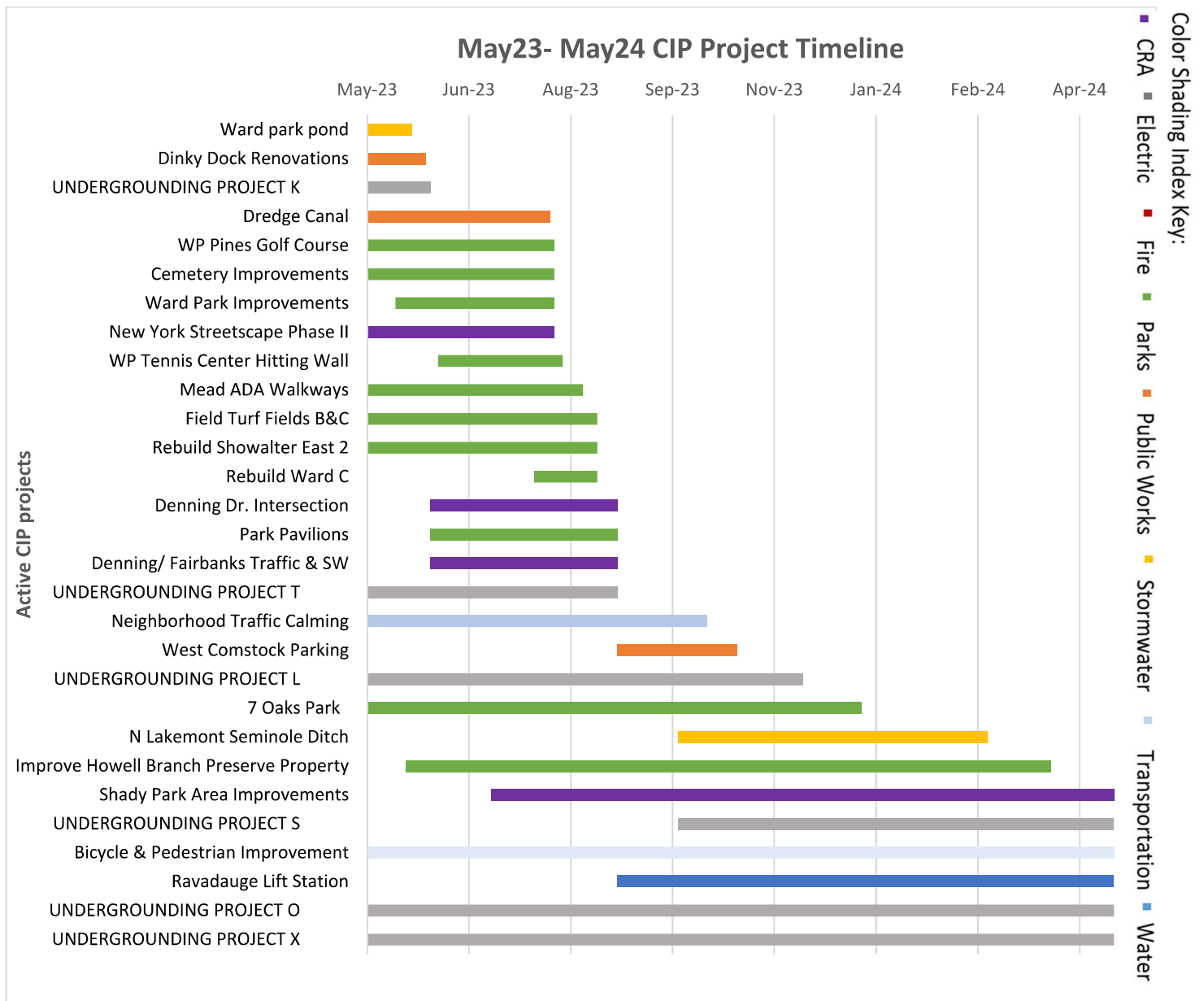
Work Sessions	Meeting Date	Meeting Time
City Commission Work Session	5/11/23	1 p.m.
Planning and Zoning Board Work Session	5/23/23	Noon
City Commission Work Session	5/25/23	1 p.m.



This report is updated monthly to monitor capital projects occurring throughout the city and to provide information about recently completed projects. The project status options have been adjusted to (Planning, Active, Pending). To define; all projects in design, research, or review are in the Planning status. All projects with purchases, construction, and implementation are in the Active status. The remaining projects have a Pending status that have stopped the planning or active work of a project such as pending review and approval, additional funding, and scheduling.

Count by Status

Project Status	Planning Status	Active Status	Pending Status
Count Total 54	22	20	12



Title 1: Planning Status

Project	Project Update	Strategic Objective	Division
1792 Streetscape Imp.	MOU amendment approved at CRA meeting 1/27/20. Design review underway by FDOT and staff including lighting and landscaping. FDOT in process of due diligence and potential ROW acquisition. FDOT and Metroplan currently evaluating projects based on new pricing for materials and labor.	Intelligent Growth & Development	CRA
Bicycle & Pedestrian Improvement	Various pavement marking improvements throughout the City are being evaluated. New RRFBs to be installed on Lakemont Ave near the hospital. Canton Avenue is being monitored to determine if any RRFB is required. Additional projects are being planned.	Exceptional Quality of Life	Transportation
Bollards Downtown	Bollards purchased and secured in warehouse. Installation at Lyman and Canton are pending scheduling in house availability.	Exceptional Quality of Life	CRA
CRA MLK Park Improvements	Artist selection for the memorial corner is completed and approved by Commission. Design and construction documents are underway. Community Playground concept was presented to both CRA and PRAB in April. Both groups approved via motion. The CRA Agency will review as part of their work session in July.	Exceptional Quality of Life	CRA
Denning Dr. Intersection	Extension to railroad north of Webster approved by CRA Agency on August 24 with a value of 500k. Design concept at 100%. Staff reached out to OCPS as a courtesy. Working through internal operations anticipated construction date of summer 2023.	Investment in Public Assets & Infrastructure	CRA
Denning/Fairbanks Traffic & SW	Design schematics complete for transportation improvements, and awaiting final comment by FDOT including a separate southbound right turn lane to ease traffic congestion. In anticipation of final comment and permit, Staff is working to produce a solicitation and bid for disbursement. Anticipated construction is Summer 2023.	Investment in Public Assets & Infrastructure	CRA
Downtown Enhancements	Assessing needs of downtown area.	Exceptional Quality of Life	CRA
FDOT 17-92 UT Line Relocate	Draft design complete. Department is evaluating direction of project for next phase.	Investment in Public Assets & Infrastructure	Water & Sewer

Project	Project Update	Strategic Objective	Division
Fire Safety Equipment	The alerting system RFP is under final review for approval. Station 61 upgrades are being planned.	Public Health & Safety	Fire
Improve Howell Branch Preserve Property	Dix Hite provided 60% construction plans in Mid-March and pre app meeting was held with SJWMD. D/H is making adjustments to routing of trail in non grant parcel and construction/design of at grade trails to satisfy SJWMD feedback from pre-app.	Investment in Public Assets & Infrastructure	Parks
Kennedy Rd Wide Force Mn	OC Roadway project split into 2 phases. City force main within Phase 2 which is scheduled to begin July 2026.	Investment in Public Assets & Infrastructure	Water & Sewer
Lift Station R&R	Waiting for quote for the rehabilitation of Lift Station #35 (Laurel Springs).	Intelligent Growth & Development	Water & Sewer
N Lakemont Seminole Ditch	Final design, permitting, and bid package will be generated for an anticipated start of construction in fall of 2023.	Investment in Public Assets & Infrastructure	Stormwater
Park Pavilions	Ward Park pavilion replacement being planned for Summer 2023.	Investment in Public Assets & Infrastructure	Parks
Parks Swoope Facility BLD	Property swap complete. City working with architect firm for facility design.	Exceptional Quality of Life	Parks
Ravadauge Lift Station	Final design in progress. Design anticipated to be complete by August 2023 for construction thereafter.	Investment in Public Assets & Infrastructure	Water & Sewer
Richard Crotty Pkw	Roadway project pushed back by Orange County to begin construction Spring 2025. Water and wastewater utilities design 95% complete.	Investment in Public Assets & Infrastructure	Water & Sewer
Shady Park Area Improvements	Artist meeting held with Hannibal Square on 3/9 to present concept. Second meeting set for 5/4 to settle final details. Timeline for fabrication, installation of the art piece, and remaining amenity enhancements currently estimated at 12-14 months from July 2023.	Exceptional Quality of Life	CRA
UT Lines 434 Road Widening	Design is 90% complete. FDOT has delayed roadway project bid until July 2026.	Investment in Public Assets & Infrastructure	Water & Sewer
Ward Park Improvements	Concession stand renovation construction plans at 100% work to begin June; Pavilions and sidewalk connections Summer/Fall	Exceptional Quality of Life	Parks

Project	Project Update	Strategic Objective	Division
Water Treatment Plants R&R	Reviewing water treatment plant conditions for future rehabilitations next fiscal year.	Investment in Public Assets & Infrastructure	Water & Sewer
Electric Substation upgrades	We continue to work with OUC on substation inspection and maintenance. Several breakers have been identified at the Canton Ave substation needing to be changed out. Researching pricing and timeline for breaker replacement.	Investment in Public Assets & Infrastructure	Electric

Title 2: Active Status

Project	Project Update	Strategic Objective	Division
7 Oaks Park	Design approved and permitting and bidding construction is underway. Construction fencing and graphic panels are up. Ground breaking event held for 4/13 and Construction Management contract approved by Commission on 4/27. Purchasing negotiating contract with Collage.	Investment in Public Assets & Infrastructure	Parks
Cemetery Improvements	Structures are fabricated and should be delivered and ready for installation. Contract for related hardscape sent to commission for approval at 4/12 meeting. Site preparations and landscape/greenscreen install is underway.	Investment in Public Assets & Infrastructure	Parks
Dinky Dock Renovations	Concept approved by PRAB. Work is underway being performed internally by our Public Works department.	Exceptional Quality of Life	Public Works
Dredge Canal	Received permit exemption for canal dredging on June 8, 2022. New contract for dredging work is approved and work is currently underway.	Investment in Public Assets & Infrastructure	Public Works
Electric Meter Replacement	New meters are being integrated and exchanged with old meters.	Investment in Public Assets & Infrastructure	Electric
Electric Undergrounding Project	Miles of Undergrounding performed Project J: 2.72 miles 45% complete Project L: 9.57 miles 80.9% complete Project R: 4.31 miles 37.8% complete Commission approved advancement Residential Service Conversions (RSC) Fiscal YTD: 215 TOTAL so far for FY 2023: 1.79 miles	Investment in Public Assets & Infrastructure	Electric
Facility Capital Improvements	Evaluating HVAC replacement for Emergency Operations. Building 10	Investment in Public Assets	Public Works

Project	Project Update	Strategic Objective	Division
	painting is complete, vinyl baseboard installation to be complete by 5/12. Magnolia Plant roof replacement is in progress and should be complete by 5/12.	& Infrastructure	
Improve Mead Garden	Work is being scheduled for this Spring 2023 to update the walkways in phase 1 main ada trail loop, foot bridge at clay pit adjacent location completed April 23. Mead board has determined pavilion replacement. Pavilion has been selected and ordered with tentative installation date July 2023. Demo of old structure and installation of new slab will occur prior with timing dependent on confirmed installation date.	Exceptional Quality of Life	Parks
IT Infrastructure Upgrade	Funding being utilized for modernization of IT infrastructure.	Fiscal Stewardship	IT
Meter Data Management Upgrade	Harris Smartworks continues to coordinate with Water/Wastewater, Finance and IT Departments for software development. Upgrade to new RNI version complete.	Investment in Public Assets & Infrastructure	Water & Sewer
Neighborhood Traffic Calming	City staff will be installing traffic calming devices in the summer of 2023 at the following locations because the speeds collected along these sections of road were determined to be excessive and creates an unsafe environment for vulnerable users. 1. Winter Park Rd between Glenridge Way & Corrine Dr. 2. New York Avenue between Park Ave and Webster Ave. 3. Garden Dr between Orchid Ave & Denning Dr.	Investment in Public Assets & Infrastructure	Transportation
New York Streetscape	Phase I construction complete. Coordination on Phase II (New York Avenue to Morse Blvd intersections) streetscape and ADA enhancements underway. New York and Comstock intersection complete. Morse intersection under construction. Remaining intersection is Welbourne and New England.	Intelligent Growth & Development	CRA
Post Office Acquisition	Awaiting response from Post Office regarding their opinion of the two Commission approved potential sites.	Investment in Public Assets & Infrastructure	CRA

Project	Project Update	Strategic Objective	Division
Signalization Upgrade	City staff is currently working with FDOT to evaluate traffic signal timings along the state roads to see if the timings can be optimized. Also, City staff is working on optimizing signal timings on the Denning Drive and Glenridge Way corridors. The Phase 1 preemption installation has been completed and Phase 2 is being planned. In addition, City staff is looking into adding a pedestrian countdown signal modification on Park Ave & Lyman Ave.	Investment in Public Assets & Infrastructure	Transportation
Upgrade Water Mains	Upgrading water mains. Currently working on Kingwood subdivision.	Investment in Public Assets & Infrastructure	Water & Sewer
Ward park pond	Ward Park ponds construction is complete. Estimated completion of the necessary piping is May 2023.	Investment in Public Assets & Infrastructure	Stormwater
Winter Park Sports Complex	Field Turf moved to Showalter East – Conversion to sports turf began the week of 4/3 with projected completion by August 2023.	Investment in Public Assets & Infrastructure	Parks
WP Estates WW Plant	Standby generator is installed and operational. Completing startup and troubleshooting activities.	Investment in Public Assets & Infrastructure	Water & Sewer
WP Pines Golf Course	Ward Park pavilion replacement being planned for Summer 2023. ADA restroom and plumbing improvements are scheduled for Summer 2023. Canopy replacement that will provide additional covered seating is underway and passed inspection on 5/3.	Investment in Public Assets & Infrastructure	Parks
7 Oaks Park	Design approved and permitting and bidding construction is underway. Construction fencing and graphic panels are up. Ground breaking event held for 4/13 and Construction Management contract approved by Commission on 4/27. Purchasing negotiating contract with Collage.	Investment in Public Assets & Infrastructure	Parks

Title 3: Pending Status

Project	Project Update	Strategic Objective	Division
Cady Way Pool Improvements	Contract has been awarded to vendor and work scheduled for Sept 2023	Exceptional Quality of Life	Parks

Project	Project Update	Strategic Objective	Division
CRA Small Projects	Canton & Garfield pedestrian connection project is now on hold due to unforeseen added cost. Process moving forward is to evaluate in conjunction with other improvement opportunities. Staff is reviving internal conversations on how to support pedestrian traffic to this new downtown stage civic amenity.	Intelligent Growth & Development	CRA
Decorative Lights and Trees in CRA	140 total decorative lights have been installed. Coordination with Electric Utility on assessment of light replacements/additions as needed.	Intelligent Growth & Development	CRA
East OC Service Improvement	Pending in house availability to planning redirection of flow to East plant.	Investment in Public Assets & Infrastructure	Water & Sewer
Nicolete Ave Stormwater Replacement	SJRWMD permit exemption is being requested.		Stormwater
Sewer Main Extensions	Extension of sewer mains to support new development or redevelopment.	Investment in Public Assets & Infrastructure	Water & Sewer
Showalter Field Cap.	Pending future funding for field improvements.	Exceptional Quality of Life	Parks
St. Andrews Trail	Design completed for which the City has been reimbursed by the FDOT. Due to the 250% increase in construction materials, this project has been delayed to FY2026-FY2027 per Metroplan Orlando.	Investment in Public Assets & Infrastructure	Transportation
Stormwater Rehab	Storm sewer repairs to be scheduled throughout the City on an as-needed basis.	Investment in Public Assets & Infrastructure	Stormwater
Temple Dr SW Imp	Future improvements pending funding in the 5yr capital plan.	Investment in Public Assets & Infrastructure	Stormwater
Tennis Center Upgrades	Pickleball net has been ordered with expected delivery on or before June 2023. Staff is working with instruction contractor on options for hitting wall. Well will be replaced after Mead well with expected completion before August 2023.	Investment in Public Assets & Infrastructure	Parks
West Comstock Parking	West Comstock parking and an extension to the Library parking lot concept drawings are complete. Both are pending permitting by the SJRWMD.	Investment in Public Assets & Infrastructure	Public Works

Recently Completed Projects

Public Works Department

The Transportation team has completed the installation of RRFBs at Mizell Ave by the hospital and Denning Dr south of Webster Ave as part of Exceptional Quality of Life strategic objective.

Parks Department

The Parks and Recreation Department has completed the foot bridge construction at Mead Gardens as part of Exceptional Quality of Life strategic objective.

Parks Department

The Parks and Recreation Department has completed the canopy replacement that will provide additional covered seating at the Winter Pines Golf course as part of Exceptional Quality of Life strategic objective.

Water and Sewer Department

The Water and Sewer department completed the rehabilitation of Lift Station #26 (New York) as part of Investment in Public Assets & Infrastructure strategic objective.





City Commission **agenda item**

item type Non-Action Items	meeting date May 10, 2023
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Board Appointment: Community Redevelopment Advisory Board (Mayor Anderson)

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Consent Agenda	meeting date May 10, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, April 26, 2023.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CCmin20230426.pdf](#)



City Commission Regular Meeting Minutes

April 26, 2023 at 3:30 p.m.

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

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle De Valle and City Clerk Rene Cranis.

1) Meeting Called to Order

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

2) Invocation

Pastor Eddie Rivera, Action Church, gave the invocation followed by the Pledge of Allegiance.

3) Approval of Agenda

Mayor Anderson said Item 10c is being revised and will be on the May 10th agenda.

Motion made by Mayor Anderson to approve the agenda removing Item 10c; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

4) Mayor Report

- a. Proclamation - Winter Park High School Varsity Cheerleading Championship

Mayor Anderson congratulated members of the Winter Park Cheer Team on competing at the national level. He read a proclamation declaring April 26 as Winter Park High School Cheer Day.

- b. Proclamation - Building Safety Month

Mayor Anderson thanked Building and Permitting staff for their work and read a proclamation declaring May 2023 Building Safety Month. Building and Permitting Services Director Gary Hiatt introduced department staff. Dottie Mazzarella, International Code Council, thanked the commission for their support of the building and permitting staff.

5) City Manager Report

Commissioner DeCiccio asked for an update on engineer reports on infrastructure. Mr. Knight stated engineer contracts are being finalized and a report will be presented in the June 29th work session along with hurricane preparedness report. It was noted that a community meeting on hurricane preparedness is May 23rd at the Library.

6) City Attorney Report

7) Non-Action Items

a. Annual Board Appointments

Mayor Anderson acknowledged the receipt of annual appointments of Commissioners Sullivan and DeCiccio as noted in the meeting packet. In addition, Commissioner DeCiccio appointed Ray Waugh to the OAO Appearance Review Board.

b. Report of board appointments

Mayor Anderson reported the appointment of Ellen Henken to the Lake Killarney Board and Pragasen Ramiah to the Community Redevelopment Advisory Board. He noted Commissioner Cruzada appointed Sean McDermott and Commissioner Weaver appointed Suzie Grace to the Broadband and Smart City Ad Hoc Committee.

c. Annual Comprehensive Financial Report

Finance Director Wes Hamil thanked Assistant Director of Finance Karen Cockerham, Accountant Sandro Porcella and auditors for their work on the audit. He gave a presentation on balances and changes in the General, Water and Sewer and Electric Services funds and responded to questions on collection of utility bills after changing billing systems, unrealized losses and debt service. Joel Knopp, MSL CPAs and Advisors, gave an overview of audit requirements and reported the city received a clean opinion.

Mayor Anderson thanked city staff on their work.

8) Public Comments | 5 p.m. or soon thereafter (Heard after Item 11a)

9) Consent Agenda

- a. Approve the minutes of the regular meeting, April 12, 2023
- b. Approve the minutes of the work session, April 13, 2023
- c. Approve the following piggyback contracts:
 1. Trane U.S. Inc. - Omnia Partners Contract #3341 - HVAC Products, Installation, Labor Based Solutions, and Related Products and Services; For services on an as-needed basis during the term of the Agreement through August 31, 2027; Amount: \$1,500,000.
 2. Deere & Company - Sourcewell #031121-DAC - Grounds Maintenance Equipment; For goods on an as-needed basis during the term of the Agreement through April 30, 2025; Amount: \$100,000.
 3. Wesco Turf Supply, Inc. - Sourcewell #031121 - Grounds Maintenance Equipment; For goods on an as-needed basis during the term of the Agreement through April 30, 2025; Amount: \$100,000.
 4. Nutrien AG Solutions, Inc. - PB22-27 - Herbicides, Adjuvants and Algaecides; For goods on an as needed basis for the remainder of the current term of the Agreement through July 1, 2023; Amount: \$25,000.

- d. Approve the following contract:
 - 1. AGH Management, LLC - IFB5-22 - Athletic Field Maintenance & Laserfield Leveling Amendment 1; For services on an as-needed basis during the term of the Agreement through May 2, 2023; Amount: \$100,000.
- e. Approve the following formal solicitation:
 - 1. Collage Design & Construction Group, Inc. - RFP10-23 - Construction Manager at Risk for Seven Oaks Park.
- f. Approve the following purchase:
 - 1. Ten-8 Fire & Safety, LLC - Pierce Manufacturing; Amount \$923,546 for purchase and delivery (Fiscal Year 26) of a Pierce velocity pumper-based fire engine.
- g. Approve Budget Amendment - Stormwater Projects (Lake Spier, NRCS)
- h. Approve 20-megawatt Solar Acquisition through FMPA. (Removed by Mayor Anderson)

Mayor Anderson removed Item h from the agenda for clarification.

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

Item h – Mayor Anderson explained the city's purchase of solar noting the cost is less than the cost of traditional power source and the city may consider purchasing additional solar.

Motion made by Mayor Anderson to approve Item h; seconded by Commissioner Weaver. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

10) Action Items Requiring Discussion

- a. Commission Board Appointments

Motion made by Mayor Anderson to reappoint Wayne Kalish to the Firefighters' Pension Board, Tony Grey to the Police Officers' Pension Board, and Tammie Holiday to the Winter Park Housing Authority; seconded by Commissioner Weaver. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

- b. Discussion of allowing sale of 1925 Killarney Drive property.

Mayor Anderson said this property is outside the city limits and was deeded by the city to the Kiwanis Club in 1951 with a reversion clause that the property is used solely for the use of the Boy Scouts and Girl Scouts of America and if the use was changed, the property would revert to the city. The Kiwanis Club expressed a desire to create a solution where if the city allows the Club to sell the property, they would commit to using a majority of the proceeds from the sale to benefit the local Boy and Girl Scouts

The property would also retain its residential zoning which would be beneficial to the Killarney neighborhood.

Commissioner Sullivan asked what will bind Orange County to maintain residential zoning. Mr. Knight explained the property is zoned R-1A and surrounded by R-1A zoned properties and that Orange County is not inclined to change the residential zoning. He said requiring residential zoning to remain could be a condition of the sale for single-family residential. He added that part of this request is for staff to work with the attorney to draft documents to sell the property with protections to retain the residential zoning. He said commission approval is needed to allow the Kiwanis Foundation to sell the property and on requiring a percentage of the proceeds to be used for Boy and Girl Scouts programs or a joint facility.

Discussion followed on determining the amount and use of the proceeds, i.e. requiring that 80% of the proceeds toward programs and 1/3 of that toward Boys and Girl Scout services.

Motion made by Mayor Anderson to authorize the City Manager to move forward into discussions that would ultimately allow the Kiwanis Club to sell the property subject a deed restriction for a single-family house and also subject to a covenant on how the funds would be allocated so that the bulk of it goes to directly or indirectly benefit the Boy Scouts and or Girl Scouts of America; seconded by Commissioner Weaver.

Jeanne Wall, 2110 Lake Drive, thanked staff for their work on a solution. She asked if it is better that the Kiwanis sell this property or if there is more control if the property is voluntarily reverted to the city. She expressed concern about the allocation of the proceeds since the Kiwanis is not affiliated with Boy and Girl Scouts.

Allison Yurko, attorney representing some Killarney residents, provided information on their appeal with Orange County on the rezoning. She supported the sale but suggested that the restriction be carried through to the third-party deed to solidify that the property would only be for single-family purposes. She further suggested language in the motion that the use of proceeds be brought back to the commission.

Mayor Anderson suggested full title research before the next meeting and feels it would be cleaner to have a conditional release of a contractual interest with an agreement on the use and monitoring of the proceeds.

Mr. Langley said the goal can be accomplished without first transferring the property back to the city. The agreement would state that the city will release the reverter in exchange for a restriction in the deed from Kiwanis to the buyer to retain residential use and conditions on the proceeds of the sale. It removes the complication of the city from budgeting and the process for selling city property.

Motion made by Mayor Anderson to amend the motion that release of the reverter clause is conditioned upon restriction of the property to a single-family home; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

Mayor Anderson said he would like an understanding that the Kiwanis Club is equipped to be the right guardian/steward of the proceeds and demonstration of continuity and escape clauses.

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

Upon a roll call vote on the main motion as amended, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

- c. Rollins College Softball Stadium Use Agreement and Construction Agreement

This item was removed from the agenda and rescheduled for May 10, 2023.

A recess was held from 4:44 to 4:53 p.m.

11) Public Hearings: Quasi-Judicial Matters

- a. Request of Rollins College for: Final Conditional Use approval to maintain the existing 4-story Lawrence Center office building and to build a new 31,791 square foot Rollins Art Museum and a new 47,138 square foot Crummer Graduate School of Business building, on the properties at 200 E. New England and 203 E. Lyman Avenues.

Planning and Zoning Director Jeff Briggs reviewed this request for final conditional use of the new site plan noting that the entire corner of New England and Interlachen is now greenspace and saves three live oak trees and that museum has been moved to provide a 10-foot setback on New England that aligns with the Lawrence Center building. He showed floor plans and renderings of buildings. The Planning and Zoning Board recommended approval with conditions that have been met in the revised plans. He said there was some discussion about traffic impact from these facilities; however, he noted that the Crummer activity has been from students and staff parking in the Truist parking garage and walking across Fairbanks to campus. The only difference will be pedestrian activity across Lyman to this building so there is no net increase in traffic. Traffic and parking studies show little to no difference than what currently exists other than minimal pedestrian traffic to the museum. He added that this continues city branding of being the city of arts and culture, particularly in the CBD.

Motion made by Commissioner Weaver to approve the conditional use; seconded by Commissioner Sullivan.

Mr. Briggs responded to questions on opposing votes by Planning and Zoning Board members stating there were concerns about the building intensity and activity but pointed out that the buildings are less than what was previously approved and there will be little changes to traffic.

Commissioner Weaver noted concerns of residents of The Residences condominiums about parking. Mr. Briggs said it has been resolved but deferred to the applicant to respond.

Grant Cornwell, Rollins College President, expressed pride in the improvements to the preliminary plan from three years ago. He explained the importance of the Crummer School and moving the Rollins Museum to downtown.

Becky Wilson, attorney representing Rollins College, explained the history of parking arrangements and allocation of parking spaces in parking garages for the use by The Residences. She noted that although the agreement is not signed it has been accepted by The Residences.

Joseph Coriaty, Frederick Fisher and Partners, provided details on the site plan designed for benefit of visitors and connection to the community. He spoke about the location of rooftop mechanical equipment which will be screened in accordance with city code.

Motion made by Commissioner Weaver to amend the motion to approve the plan pending approval on a parking agreement The Residences.

Ms. Wilson said they could not agree to that and although she appreciates the concern, it is a private agreement between Rollins and The Residences.

Marlene Kirtland Kirian, South Milhausen, attorney representing The Residences, said a parking agreement has been executed for 15 spaces. She outlined residents' concerns regarding density of the project, increased vehicle and pedestrian traffic, the condition of area streets, traffic lights, visibility of and noise from AC units on the roof, and construction days and times.

In response to comments and questions, Mr. Briggs explained that preliminary conditional use approval granted the entitlements for both of these facilities and square footage and noted that the Crummer building is smaller than at preliminary approval and final plans show architectural detail and landscape plan. He said the layout and spaces at Lyman and Knowles is unchanged from the preliminary plan and with decreased use of the adjacent parking garage due the new parking garage at Fairbanks and Ollie, there is ample parking to accommodate both buildings.

Ms. Wilson outlined the terms of the parking agreement with The Residences and a community benefit agreement with the City that included a requirement that Rollins provide 30 spaces onsite. She spoke about the mechanical equipment on the roof which will be obscured from view but they will work to mitigate the view and acoustics of equipment.

Discussion was held on parking agreements between Rollins and The Residences and location and view of rooftop mechanical equipment.

Jerry Hilbrich, President of The Residences condominium association, expressed concern about the density and the activity and noise caused by increased visitors to that property. He confirmed the parking agreement was approved by the Board of Directors and has been communicated to the owners.

Dr. Cary Stowe, 300 S. Interlachen, spoke about the loss of parking in the area which is heavily used and feels the traffic situation is being glossed over and will lead to a city issue, not just in this area. He asked to consider parking for area residents.

Michael Wallace, graduate of Crummer School of Business, expressed his appreciation for the collaboration on this project.

Katie Campbell, President-Elect of Women's Club of Winter Park, said she is grateful for changes to facade and setbacks but is concerned about parking and the condition of Lyman which will be worse with construction traffic. She said she is looking forward to working with everyone to make this a successful project.

Marjorie Steinmetz, 321 W. Reading Way, museum member, said more space is needed and this new building will increase the capacity and expand students' view of the world and urged the commission to approve the project.

Commissioner Weaver explained his position on requiring a parking agreement as a condition of approval. **Motion to amend failed for lack of second.**

Discussion returned to rooftop mechanical equipment, screening and sound mitigation (similar to Alford Inn). Ms. Wilson stated the equipment on this project is different than at the Alford Inn and will require different screening. They will comply with city code and will commit to hire the same echostician used by The Residences to work through the noise mitigation. Additional discussion followed on options.

Motion made by Mayor Anderson to amend the motion to request the visual and sound mitigation of the air conditioning units on the top of the building are left to staff to judge whether the performance is adequate; seconded by Commissioner Weaver. (Assistant City Manager to be "liaison" with Rollins)

Ms. Wilson agreed to that language.

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

Upon a roll call vote on the main motion as amended, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote. (It was clarified and accepted by maker and seconder

of the main motion that approval was with the conditions of the Planning and Zoning Board.)

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

Liem Vo, student at UCF Nicholson School of Communications, spoke about a website developed by Nicholson School that provides Winter Park public data in a searchable database. He encouraged commissioners to visit winterparksunshine.org.

Communications Director Clarissa Howard said a presentation on this project is on the May 10th agenda.

Lawanda Thompson, 664 W. Lyman, spoke about cultural differences in Great Britain and America and number police shootings. She said she does not feel safe here and asked for justice for Daniel Knight.

Katrina Knight, brother of Daniel Knight, asked for status of investigation and expressed concern that gun violence getting worse.

Mayor Anderson spoke about the value of hearing all perspectives and is appreciative of their comments. He said he asked the city attorney and city manager on the appropriate message to send and read a statement prepared by the city attorney on potential civil lawsuits against the city and the city's responsibility to act prudently and with due caution and as a result, the commission and staff will follow the direction of its attorneys. Mr. Knight said staff and commission have been advised to direct all inquiries to the city's attorney, Mike Roper.

- b. Ordinance - Partial vacation of Havilah Park Plat and vacation and termination of easements at 900 and 950 N. Orlando Ave. (1st reading)

Attorney Langley read the ordinance by title.

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

12) Public Hearings: Non-Quasi-Judicial Matters

- a. Ordinance amending Chapter 58 "Zoning" and Chapter 114 "Waterways" to transfer authority over boathouses and docks to the lake boards and to update the regulations concerning docks and boathouses. (1st Reading)

Attorney Langley read the ordinance by title.

Planning and Zoning Director Jeff Briggs provided that background leading to these amendments and revised regulations. He reviewed the changes requiring applicant notification to adjacent neighbors, consent of adjacent neighbors and maintenance requirements. Both lakes boards recommended approval the proposed ordinance.

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

Commissioner Sullivan asked if this would cure the issue in a previous case of a blocked view of the neighbor. Mr. Briggs said it would have assisted in that the affected party would be aware of the request, but noted that this now requires the affected party to voice their objection even if it meets codes. It is the lakes board discretion on whether to approve the request. Discussion followed on scenarios and handling of cases where adjacent property owners have objections and whether neighbors have standing when dock or boathouse meet city code.

In depth discussion followed on the provisions of the ordinance, measurement of setbacks (land or waterline), discretion of the board and neighbor's appeal.

Commissioner Cruzada asked whether consideration is given to an existing boathouse. Mr. Briggs said a permit is only needed if the structure is in the same or with five feet of the current location and meets code, otherwise, goes to a lakes board.

Commissioner Cruzada asked whether there could be prohibition or restrictions on relocating an existing boathouse more than a certain distance and under extenuating circumstances so neighbors have some predictability on where the structure could be moved without limiting a property owner's rights to rebuild. Discussion followed.

Motion made by Commissioner Cruzada to table; seconded by Mayor Anderson. Motion carried unanimously with a 5-0 vote.

Commissioner Weaver suggested tabling to the May 24th meeting. Discussion followed on moving forward with general agreement to bring amendments prepared by staff to the May 10th meeting and advise the lakes boards of the potential amendments.

Motion made by Mayor Anderson to table to May 24, 2024; seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Sally Flynn, 1400 Highland Road, thanked the commission for working through this and supported Commissioner Cruzada's suggestion.

- b. ORDINANCE 3269-23 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING", SECTION 58-90 "CONDITIONAL USES" AND SECTION 58-92 "BOARD OF ADJUSTMENT – POWERS AND DUTIES" TO EXTEND THE EXPIRATION OF CONDITIONAL USE AND VARIANCE APPROVALS FROM TWO YEARS AND ONE YEAR RESPECTIVELY TO THREE YEARS AND TWO YEARS, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Langley read the ordinance by title.

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

13) City Commission Reports

Commissioner DeCicco -

- Thanked the police for their presence on Park Avenue.
- Asked about the status of arm rests on middle of park benches in Central Park. Ms. del Valle said arms rests have been added to some benches and staff is looking at other locations.
- Spoke about the lack of available parking on Park Avenue and requested adding discussion of parking garage behind city hall on an upcoming agenda or in a work session. After discussion, consensus was that staff provide prior studies on downtown parking garages to the commission.

Commissioner Weaver -

- Asked about the possibility of widening the Venetian Canal using city canal lots to allow boats to pass. Mr. Knight advised that staff is looking at options.

14) Summary of Meeting Actions

- Issued two proclamations: Winter Park HS Cheer Day and Building Safety Month.
- Received report of annual board appointments.
- Received presentation on Annual Financial Report
- Approved the Consent Agenda.
- Authorized city manager and city attorney to prepare documents authorizing the sale of 1925 Killarney Drive with deed restriction to retain single-family use.
- Made appointments to the Housing Authority and Pension Boards.
- Approved final plan for new Crummer School and Rollins Museum with conditions on screening of mechanical equipment.
- Approved first reading of ordinance vacating portion of Havilah plan and utility easements.
- Tabled the ordinance authority of dock and boathouse permits to May 24th.
- Adopted ordinance extending expiration of conditional use approvals.
- Continue to look at installation of arms on park benches.
- Provide commission with information on prior studies on downtown parking garages.

15) Adjournment

The meeting adjourned at 7:06 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date May 10, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the work session, April 27, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CCmin20230427.pdf](#)



City Commission Work Session Minutes

April 27, 2023 at 1:00 p.m.

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

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle De Valle and City Clerk Rene Cranis.

Also Present

Staff: Director of Transportation Charles Ramdatt; and Engineer Hong Lim.

Consultant: Senior Planner Lucas Cruse; Practice Leader Angelo Rao and Project Manager Kelly Farabee of Patel, Green & Associates.

1) Call to Order

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

2) Discussion Item(s)

- a. Transportation Master Plan Update 2 by Patel, Greene & Associates

Engineer Hong Lim explained the main purpose of the Transportation Master Plan is to provide vision, goals, and the timeline for the presentation of the final plan. He summarized discussion and points made in previous work sessions and subsequent actions. He spoke about plans for Morse Blvd. with future discussions on a vision for this corridor and other projects for Denning, Capen, Capen and Morse, Orange Avenue (project-specific discussion), and 426/Brewer's Curve.

Mr. Cruse recapped the project schedule and said the feedback from this meeting will be incorporated into the draft plan that will be presented for review in July. He reviewed discussions from the last work session for considerations for the elderly, connectivity for parks, schools, SunRail, EV technology and traffic calming tools. He gave a presentation on bicycle level of traffic stress, prioritization of projects addressing pedestrian and bicycle safety and reviewed previously identified roadway and bike/ped projects.

Mr. Cruse explained the concept of greenways to enhance traffic calming, decrease distance between crossings and provide shade, comfort and aesthetics. He showed maps depicting existing and proposed crossings and highlighted roads and proposed routes. He spoke about destination-oriented wayfinding and route identification and different ways to disseminate the information to the public such as online mapping.

Ms. Farabee spoke about available technology for pedestrian improvements, school zone safety and speed management. She presented details on a signals inventory and opportunities to upgrade equipment and supported the creation of a signal communication plan with FDOT and traffic management center. She added that it would be beneficial to consider installing larger signal cabinets that will accommodate future of CAV Readiness (Connected Autonomous Vehicle) technology. Lastly, she touched on other technology for parking management and event management.

Mr. Cruse said the team will present the draft plan document in July that includes a 20-year work program, project cost estimates, prioritization of projects, and alignment of funding sources.

Commissioner Sullivan stressed the need for parking management technology due to limited parking and the need to build additional parking. He spoke about traffic signal coordination with FDOT and the importance in managing traffic capacity. He spoke about the limited bicycle paths in the city, specifically on 426. Mr. Cruse said there is a separate discussion and process underway for the 426 area and the team is deferring to that for more in-depth analysis.

Mr. Cruse continued to respond to questions on NHTSA (National Highway Traffic Safety Administration) standards. He explained that standards are currently at the research level and being developed.

Mayor Anderson asked for the status of the community meeting on 426 on June 13th. Mr. Ramdatt suggested the commission attend the Fix 426 community meeting from 5-7 in the Chapman Room. He noted that the Fix 426 meeting is in conflict with the hurricane preparedness meeting.

Mayor Anderson asked if parking in the downtown area has been surveyed. Mr. Cruse said the area would be included in the plan with staff guidance.

Mayor Anderson spoke about issues with peak utilization at the Events Center and suggested adding a project to the list for costs to install a parking assistant in the parking garage (across Harper). He suggested a pilot program/ joint venture for the parking garage with Chuy's.

Mr. Ramdatt said is parking garage technology that identifies available parking spaces and the technology is changing rapidly. He spoke about emerging technologies being tested by other agencies and suggested shadowing those agencies based on the success of other programs. Mayor Anderson supported a pilot program. Mr. Ramdatt said he will work to facilitate a test project.

Mr. Ramdatt addressed items discussed today and gave updates on the following: technology/fiber optics as it relates to signalization, integration of the city's traffic signals with FDOT's signals, status of the traffic management center for the city, and

bike/ped route continuity. He noted some of the leading research for NHTSA is being done at UCF and the technologies are being tested around UCF and other parts for Metro Orlando. He continued to give updates on countdown pit signals, audible ped signals for the visually impaired, and smart city/transportation technology efforts.

Commissioner Weaver asked about retractable bollards. Mr. Knight explained the difficulties with the bollards not functioning properly. Mr. Ramdatt noted that staff is working on a retractable bollard project for the Fire Department on Park Avenue to be completed this year. Police Chief Volkerson said he met with a company for temporary portable bollards for use during the art festival. He said 58 portable bollards would need to be purchased but are very costly.

Mr. Ramdatt said one of his goals is to develop a parking guidance system that identifies available parking before getting to a destination. He will be doing an inventory of available parking, demand and supply to identify and filling gaps.

Staff responded to additional questions regarding a prior parking study and results. Discussion continued on parking management options for the downtown area.

Mayor Anderson inquired about the brick street reconstruction option where a wide gutter pad would be provided between the curb and brick streets. He suggested it may be an opportunity for some roads. Mr. Ramdatt explained this option would depend on the width of the right-of-way and added he would not support this option for bicycling to school. In-depth discussion followed on potential locations for this roadway design and brick street improvements. Members of the commission expressed concern about children's safety traveling to/from school and bicycle and pedestrian safety using shared sidewalks or roadways. Mr. Ramdatt said staff is studying safety in school zones.

3) Adjournment

The meeting adjourned at 1:28 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission agenda item

item type Consent Agenda	meeting date May 10, 2023
prepared by Michael Hall	approved by Rebecca Watt, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following contracts:

item list

1. Kimley-Horn and Associates, Inc. - RFQ7-22 - Transportation Planning & Engineering Services - Amendment 1; For professional services on an as-needed basis during the term of the Agreement through June 3, 2024; Amount: \$75,000.
2. Kisinger Campo & Associates Corp. - RFQ7-22 - Transportation Planning & Engineering Services - Amendment 1; For professional services on an as-needed basis during the term of the Agreement through June 15, 2024; Amount: \$75,000.
3. Toole Design Group, LLC - RFQ27-21 - Continuing Urban Design Services - Amendment 1; For professional services on an as-needed basis during the term of the Agreement through June 15, 2024; Amount: \$25,000.
4. Yang, Inc. - IFB13-19 - Electrician Services - Amendment 4; For services on an as-needed basis during the term of the Agreement through June 25, 2024; Amount: \$200,000.
5. SGM Engineering, Inc. - RFQ9-19 - Professional MEP Engineering Services - Amendment 4; For professional services on an as-needed basis during the term of the Agreement through June 27, 2024; Amount: \$75,000.
6. Calvin, Giordano & Associates, Inc. - RFQ9-19 - Professional MEP Engineering Services - Amendment 4; For professional services on an as-needed basis during the term of the Agreement through June 27, 2024; Amount: \$75,000.
7. Electric Supply of Tampa - IFB16-19 - Purchase & Delivery of Conduit/Pipe - Amendment 10; For goods on an as-needed basis during the term of the Agreement through July 23, 2024; Amount: \$500,000.
8. GRESCO Utility Supply, Inc. - IFB16-19 - Purchase & Delivery of Conduit/Pipe - Amendment 10; For goods on an as-needed basis during the term of the Agreement through July 23, 2024; Amount: \$100,000.
9. Wesco Distribution - IFB16-19 - Purchase & Delivery of Conduit/Pipe - Amendment 31; For goods on an as-needed basis during the term of the Agreement through July

- 23, 2024; Amount: \$100,000.
10. Anixter, Inc. - IFB20-19 - Electric Utility O&M Materials - Amendment 4; For goods on an as-needed basis during the term of the Agreement through July 31, 2024; Amount: \$100,000.
 11. GRESCO Utility Supply, Inc. - IFB20-19 - Electric Utility O&M Materials - Amendment 3; For goods on an as-needed basis during the term of the Agreement through July 31, 2024; Amount: \$150,000.
 12. Electric Supply of Tampa - IFB20-19 - Electric Utility O&M Materials - Amendment 4; For goods on an as-needed basis during the term of the Agreement through July 31, 2024; Amount: \$250,000.
 13. Howard Industries, Inc. - IFB8-20 - Single-Phase Transformers - Amendment 6; For goods on an as-needed basis during the term of the Agreement through August 12, 2024; Amount: \$2,000,000.

motion / recommendation

Approve items as presented and authorize the Mayor to execute the Agreements.

background

1. A formal solicitation was issued on February 2, 2022. The City received 6 bid responses and awarded the contract to Kimley-Horn and Associates, Inc. on April 13, 2022. The contract was signed on June 3, 2022 and the term was for one year with the option of 4 one-year renewals. Amendment 1 will renew the contract for an additional year.
2. A formal solicitation was issued on February 2, 2022. The City received 6 bid responses and awarded the contract to Kisinger Campo & Associates Corp. on April 13, 2022. The contract was signed on June 15, 2022 and the term was for one year with the option of 4 one-year renewals. Amendment 1 will renew the contract for an additional year.
3. A formal solicitation was issued on September 9, 2021. The City received 7 bid responses and awarded the contract to Toole Design Group, LLC on April 13, 2022. The contract was signed on June 15, 2022 and the term was for one year with the option of 4 one-year renewals. Amendment 1 will renew the contract for an additional year.
4. A formal solicitation was issued on April 4, 2019. The City received 9 bid responses and awarded the contract to Yang, Inc. on June 3, 2019. The contract was signed on June 25, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 4 will renew the contract for an additional year.
5. A formal solicitation was issued on February 13, 2019. The City received 9 bid responses and awarded the contract to SGM Engineering, Inc. on June 24, 2019. The contract was signed on June 27, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 4 will renew the contract for an additional year.
6. A formal solicitation was issued on February 13, 2019. The City received 9 bid responses and awarded the contract to Calvin, Giordano & Associates, Inc. on June

24, 2019. The contract was signed on June 27, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 4 will renew the contract for an additional year.

7. A formal solicitation was issued on May 14, 2019. The City received 5 bid responses and awarded the contract to Electric Supply of Tampa on July 8, 2019. The contract was signed on July 23, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 10 will renew the contract for an additional year.
8. A formal solicitation was issued on May 14, 2019. The City received 5 bid responses and awarded the contract to GRESCO Utility Supply, Inc. on July 8, 2019. The contract was signed on July 23, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 10 will renew the contract for an additional year.
9. A formal solicitation was issued on May 14, 2019. The City received 5 bid responses and awarded the contract to Wesco Distribution on July 8, 2019. The contract was signed on July 23, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 31 will renew the contract for an additional year.
10. A formal solicitation was issued on June 7, 2019. The City received 5 bid responses and awarded the contract to Anixter, Inc. on July 22, 2019. The contract was signed on July 31, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 4 will renew the contract for an additional year.
11. A formal solicitation was issued on June 7, 2019. The City received 5 bid responses and awarded the contract to GRESCO Utility Supply, Inc. on July 22, 2019. The contract was signed on July 31, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 3 will renew the contract for an additional year.
12. A formal solicitation was issued on June 7, 2019. The City received 5 bid responses and awarded the contract to Electric Supply of Tampa on July 22, 2019. The contract was signed on July 31, 2019 and the term was for one year with the option of 4 one-year renewals. Amendment 4 will renew the contract for an additional year.
13. A formal solicitation was issued on February 28, 2020. The City received 6 bid responses and awarded the contract to Howard Industries, Inc. on July 8, 2020. The contract was signed on August 12, 2020 and the term was for one year with the option of 4 one-year renewals. Amendment 6 will renew the contract for an additional year.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date May 10, 2023
prepared by Michael Hall	approved by Rebecca Watt, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following formal solicitations:

item list

1. GAI Consultants, Inc. - RFQ8-23 - General Planning Services
2. Inspire Placemaking Collective, Inc. - RFQ8-23 - General Planning Services
3. Redevelopment Management Associates, LLC - RFQ8-23 - General Planning Services
4. GRESCO - IFB13-23 - Three Phase Transformers; Amount: \$828,710.

motion / recommendation

Approve items as presented and authorize the Mayor to execute the agreements.

background

1-3: A formal solicitation was issued on February 15, 2023. Responses were due on March 21, 2023. The City received eight (8) submittals. Staff shortlisted and received presentations from four (4) firms and is recommending the top three (3) ranked firms for award. The Planning and Zoning Board was briefed on staff's recommendation at the May 2, 2023.

4: A formal solicitation was issued on March 14, 2023. Responses were due on April 27, 2023. The City received seven (7) submittals. Electric Utility is recommending GRESCO for award due to their bid having the shortest lead time of all bids submitted (25-30 weeks).

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date May 10, 2023
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following piggyback contracts:

item list

1. Top Line Recreation, Inc. - Clay County Contract #RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods on an as-needed basis during the term of the Agreement through May 28, 2024; Amount: \$175,000.
2. Musco Lighting, Inc. - Clay County Contract #RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods on an as-needed basis during the term of the Agreement through May 28, 2024; Amount: \$100,000.
3. Rep Services, Inc. - Clay County Contract #RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods on an as-needed basis during the term of the Agreement through May 28, 2024; Amount: \$125,000.

motion / recommendation

Approve items as presented and authorize the Mayor to execute the Agreements.

background

1-3: Clay County, Florida issued a formal solicitation, #RFP No. 18/19-2 for Equipment & Amenities for Parks & Playgrounds, to award this contract.

alternatives / other considerations

N/A.

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date May 10, 2023
prepared by Hongmyung Lim	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Public Health and Safety	

subject

Approval of Interlocal Agreement with the City of Maitland allowing Winter Park to execute Safe Routes to School - Hungerford work plan in the Maitland rights of way.

motion / recommendation

Approval of Agreement

background

In 2018, the city applied for a Safe Routes to School Grant from FDOT for two schools, Hungerford and Aloma Elementary. Winter Park children attend both of these schools, and the grant provides for the installation of proper sidewalks and pedestrian crossings along the route.

Orange County made the improvements proposed in the plan to the sidewalk ramps and a flashing light on Scarlet but the improvements leading from Margaret Square to Hungerford Elementary still need to be completed. The actual work to be done is in the rights-of-ways belonging to the Town of Eatonville and City of Maitland. This requires an Interlocal Agreement for Winter Park to work within their jurisdictions. The grant includes funding for design, geotech, survey, construction and public notice.

The grant cannot be simply transferred to Eatonville or Maitland. FDOT does not transfer grants from one approved entity to another requiring Winter Park to complete the work if the grant is to be fulfilled. The City of Maitland approved the terms of the interlocal agreement and the route for the project in a Council meeting in February 2023, now requiring final approval by the Winter Park City Commission. The agreement between Eatonville and Winter Park is already fully executed.

alternatives / other considerations

fiscal impact

There is no match required of this grant.

ATTACHMENTS:

[SKM_C45823042708290.pdf](#)

ATTACHMENTS:

[2023-03-06 443395-2 Hungerford Scope.pdf](#)

INTERLOCAL AGREEMENT
between
CITY OF WINTER PARK, FLORIDA
and
CITY OF MAITLAND, FLORIDA
regarding
SAFE ROUTES TO SCHOOL GRANT IMPROVEMENTS

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into by and between the **City of Winter Park, Florida**, a municipal corporation created and existing under the laws of the State of Florida, with its primary offices located at 401 South Park Avenue, Winter Park, FL 32789 (“Winter Park”) and the **City of Maitland, Florida**, a municipal corporation created and existing under the laws of the State of Florida, with its primary offices located at 1776 Independence Lane, Maitland, FL 32751 (“Maitland”), both of which will be collectively referred to as the “Parties” and each of which may be referred to as “Party.”

RECITALS

WHEREAS, Winter Park and Maitland possess the governmental, corporate, and proprietary authority pursuant to § 166.021, Florida Statutes, to enter into contractual agreements for a valid municipal purpose; and

WHEREAS, Winter Park and Maitland have authority pursuant to § 163.01, Florida Statutes, to enter into interlocal agreements with one another to provide for facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of their local communities; and

WHEREAS, Winter Park has been awarded a Safe Routes to School Grant (“Grant”) from the Florida Department of Transportation (“FDOT”) for the purpose of constructing infrastructure benefiting school-age students residing within the jurisdictional boundaries of Winter Park and traveling to their respective district schools; and

WHEREAS, the Grant funds are to be used, in part, for improvements to or the construction of certain pedestrian infrastructure serving Hungerford Elementary School (“School”), a portion of which will be located within the jurisdictional boundaries of Maitland;

and

WHEREAS, students residing within the jurisdictional boundaries of both Winter Park and Maitland attend the School, and ensuring the safety of students walking to and from such School by improving the pedestrian infrastructure serving such School constitutes a valid municipal purpose for both Winter Park and Maitland; and

WHEREAS, the purpose of this Agreement is to provide for Winter Park's construction and improvement of sidewalk and crosswalk infrastructure located within the rights-of-way owned or otherwise controlled by Maitland; and

WHEREAS, Maitland desires to permit Winter Park, including its employees, contractors, and agents, to enter into and make pedestrian infrastructure improvements to certain Maitland rights of way as set forth in the Safe Routes to School Grant Project No. 443395-1 and described in **Exhibit A** attached hereto and incorporated herein (*i.e.*, the "Project").

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Scope of Project.** The scope of the Project is as described in **Exhibit A**, the Aloma Hungerford Elementary Schools Safe Routes to School Project 443395-1. The terms of this Agreement are limited only to those portions of the Project that will be implemented within or upon the real property or rights-of-way owned or otherwise controlled by Maitland, which portions will hereinafter be referred to as the "Infrastructure Improvements."

3. **Winter Park Obligations.** Winter Park will be solely responsible for the construction and installation of the Infrastructure Improvements. In installing or constructing such Infrastructure Improvements, Winter Park will be solely responsible and liable for the procurement, hiring, and supervision of all contractors engaged to perform work or services in connection with the installation and construction of the Infrastructure Improvements, and Maitland will have no responsibility or liability, therefore. In addition to the foregoing, Winter Park will require each contractor Winter Park hires or otherwise engages to perform work in connection with the Infrastructure Improvements to acquire and maintain a general liability insurance policy naming Maitland and Winter Park as co-insured/certificate holders with amounts no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; certificates of

motor vehicle liability with Symbol 1 coverage in the minimum amount of \$1,000,000 per person and \$2,000,000 per accident; and a certificate of workers' compensation insurance meeting Florida statutory requirements. Winter Park shall obtain a performance bond prior to commencing the construction on the infrastructure improvements when required by Section § 255.05(1), Florida Statutes.

4. Maitland Obligations. Recognizing the benefit to be provided by Winter Park's installation and construction of the Infrastructure Improvements, Maitland agrees to authorize Winter Park to enter upon and utilize those rights of way and real property owned or otherwise controlled by Maitland at no cost for the purpose of allowing Winter Park to construct and install the Infrastructure Improvements. Maitland further agrees to waive all Maitland permitting fees, right-of-way utilization fees, and all other review and permitting fees for and in any way related to the Project or the installation of the Infrastructure Improvements. The authorization granted by Maitland to Winter Park pursuant to this Agreement will be in the form of a license and provide Winter Park with any and all necessary rights and privileges for such time as may be necessary to complete the Infrastructure Improvements. Notwithstanding the waiver of permitting fees set forth above, the Parties acknowledge that ordinary permits are required, and Maitland will review permit applications as typical for the Maitland administration.

5. Miscellaneous.

5.1. Validity. Winter Park and Maitland each represents, warrants, and covenants to and with the other that each has the requisite authority and power under Florida law to enter into this Agreement. Winter Park and Maitland further acknowledge the validity and enforceability of this Agreement and waive any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. Also, Winter Park and Maitland each hereby represents, warrants, and covenants to and with one another that this Agreement has been duly approved by each Party's respective governing body and that this Agreement constitutes a legal, valid, and binding contract enforceable against each of the respective Parties in accordance with the terms and conditions contained herein.

5.2. Indemnification / Sovereign Immunity. Each Party agrees to indemnify, defend, and hold harmless the other party from any third-party claims, actions, liabilities, losses, expenses, damages, fees, costs, or fines, including costs and attorney's fees at trial

and appeal, (for personal injury or property damage) to the extent arising from each Party's own acts or omissions. Regardless of the foregoing, each Party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity, including any limited waiver of sovereign immunity as set forth in § 768.28, Florida Statutes, and nothing in this Agreement may be interpreted or construed as requiring either Party to waive any defense of sovereign immunity or one Party to indemnify or otherwise insure the other Party for the other Party's own negligence in contravention of § 768.28(19), Florida Statutes. Furthermore, nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against each of the Parties, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This section survives the expiration and termination of this Agreement.

5.3. Ambiguities. Both Parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, and no language herein may be construed for or against either party.

5.4. Headings. The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they intended to affect the construction of or to be taken into consideration in the interpretation of this Agreement.

5.5. Severability. If any term of this Agreement is to any extent illegal, invalid, or otherwise incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision materially and adversely affects the substance and purpose of the Agreement, the adversely impacted Party may terminate this Agreement without penalty by submitting 30 day written notice to the other Party setting forth the nature of the adverse effect and announcing its intention to terminate the Agreement.

5.6. Governing Law; Venue; Attorney's Fees and Costs.

- a. This Agreement will be governed by and construed in accordance with

laws of the State of Florida.

b. Venue for and jurisdiction over any action arising out of or related to this Agreement will, if in state court, be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida, or, if in federal court, be in the Middle District of Florida, Orlando Division.

c. If a Party deems it necessary to take legal action to enforce any provisions of this Agreement, each Party will bear its own attorney's fees and costs at both the trial and appellate levels, except as may otherwise be expressly required to the contrary herein (*e.g.*, § 5.2. Indemnification/Sovereign Immunity).

5.7. Entire Agreement. This Agreement, together with any exhibits, amendments, and addenda duly incorporated herein or added hereto, constitutes the entire Agreement between the Parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the Parties relating to the subject matter hereof are null and void and of no further effect.

5.8. Amendments. This Agreement may be amended only by a written instrument duly approved by the Winter Park City Commission and the Maitland City Council and executed by the authorized officers of each Party.

5.9. No Waiver of Regulatory Jurisdictions. Neither this Agreement, nor any provision hereof, may be construed as a waiver of any regulatory jurisdiction of Winter Park or Maitland that exists on the Effective Date or at any other time thereafter.

5.10. Assignment. Neither Party may sell, assign, or transfer this Agreement or any interest it may have hereunder without the prior written approval of the other Party, which approval will not be unreasonably withheld, and provided that any such assignment will not unreasonably interfere with the rights of the non-assigning Party hereunder. Regardless of the foregoing, this Agreement is an interlocal agreement under Florida Law, and this Agreement may not be assigned to any entity not otherwise authorized or eligible to enter into an interlocal agreement pursuant to § 163.01, Florida Statutes. All covenants, terms, conditions, and provisions of this Agreement are binding upon the parties hereto and extend to and are binding upon the successors and permitted assigns of the parties hereto.

5.11. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no rights or cause of action may accrue upon or by reason hereof, to or for the benefit of, any third party not a Party hereto.

5.12. Notices. Any notice required to be given or otherwise given by one Party to the other must be in writing and will be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail service; and addressed as follows:

If to Winter Park: Director, Public Works
 City of Winter Park
 401 South Park Avenue
 Winter Park, Florida 32789

With a copy to: City Manager
 City of Winter Park
 401 South Park Avenue
 Winter Park, Florida 32789

If to Maitland: Director, Public Works
 City of Maitland
 1776 Independence Lane
 Maitland, FL 32751

With a copy to: City Manager
 City of Maitland
 1776 Independence Lane
 Maitland, FL 32751

In all cases, notices will be deemed delivered to a Party only upon delivery of copies to the persons indicated above in the same manner as for the Party being notified. Either Party may change its designated official or address for receipt of notice by giving notice of such change to the other Party in writing.

6. Effective Date. This Agreement will become effective after approval by the governing boards of each Party on the date of execution by Winter Park and the date of execution by Maitland, whichever date of execution is later (“Effective Date”).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

CITY OF WINTER PARK, FLORIDA

By: City Commission

By: _____
Phil Anderson, Mayor

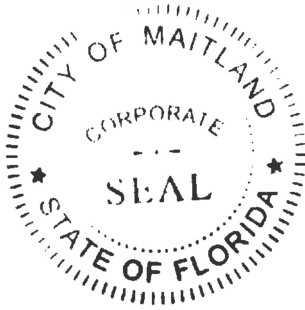
Date: _____

ATTEST:

By: _____
Rene Cranis, City Clerk

CITY OF MAITLAND, FLORIDA

By: City Council



By: 
John Lowndes, Mayor

Date: 2/27/2023

ATTEST:

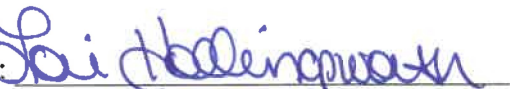
By: 
Lori Hollingsworth, City Clerk, CMC

EXHIBIT A

Hungerford Elementary Schools Safe Routes to School Project 443395-1

Description:

Provide safe routes to Elementary and Hungerford Elementary School by installing sidewalks and pedestrian crosswalks in various and appropriate locations that facilitate the access to the school. These sidewalks will coincidentally also improve access to the Denton Johnson Community Center.

Scope of Work:

The routes have been determined. Design of the actual sidewalks and crosswalks will be required as well as construction specifications. Where possible, 5' sidewalks are preferable. Crosswalks with signalization is also preferred.

Project Limits: from the intersection of E Kennedy Boulevard and S College Avenue to the intersection of Monroe Avenue and Margaret Square (approximately 1 mile). Improvements to be analyzed and designed include:

- RFBs at the intersection of E Kennedy Boulevard and College Ave (2 crossings)
- Improve/install sidewalk on:
 - College Avenue from Kennedy Boulevard to Ruffel Street – both sides
 - Ruffel Street from College Avenue to West Avenue – north side only
 - S West Avenue from Fitzgerald Drive to Ruffel Street – both sides
 - Fitzgerald Drive from West Avenue to Jonotey Drive – north side
 - Jonotey Drive – west side
 - Monroe Avenue in front of Margaret Square apartments – south side
- Crosswalk west of Jonotey Drive at Fitzgerald Drive
- Crosswalk (1 crossing) near bus stop at Monroe Avenue and Margaret Square Apartments.
Evaluate RFB at this location.



SCOPE OF SERVICES FOR
ENGINEERING DESIGN SERVICES

Hungerford Safe Route to Schools (SRTS)

From E Kennedy Blvd. at College Ave. to
Monroe Ave. at Margaret Square

FPID Number 443395-2-32-01

Orange County, Florida

March 2023

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2. *GENERAL PROJECT ADMINISTRATION*
3. *PUBLIC INVOLVEMENT*
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5. *ENGINEERING/SURVEY TASKS*
6. *TIMEFRAME/SCHEDULE*
7. *GOVERNING REGULATIONS*
8. *POST DESIGN SERVICES*
9. *PROGRESS REPORTING*
10. *QUALITY CONTROL*

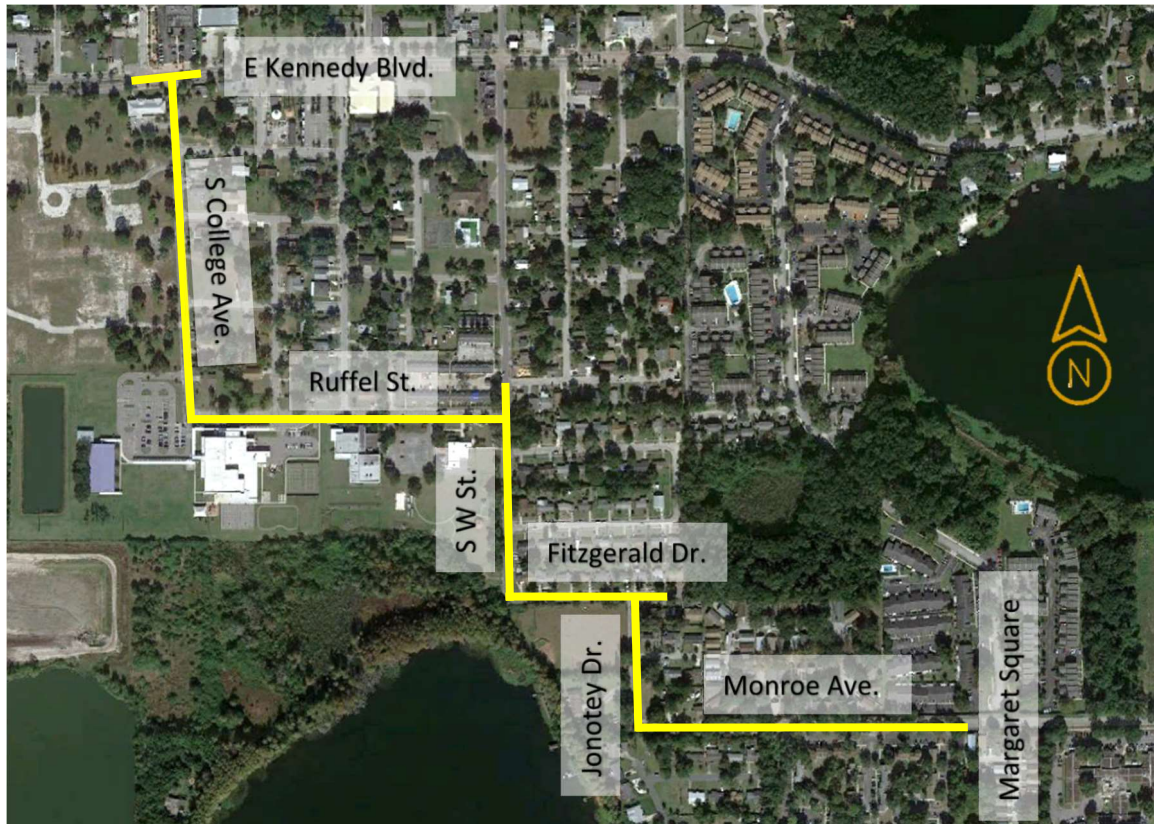
1. **PURPOSE**

This describes the scope of work and the responsibilities for the Engineering Consultant for the captioned project (PROJECT) referenced hereinafter as CONSULTANT, for City of Winter Park, a political subdivision of the State of Florida, hereinafter called the CITY.

The PROJECT provides for safe routes to Hungerford Elementary School by installing and repairing sidewalks and pedestrian crossings in various locations that facilitate access to the Hungerford Elementary School.

Project Limits: from the intersection of E Kennedy Boulevard and S College Avenue to the intersection of Monroe Avenue and Margaret Square (approximately 1 mile). Improvements include:

- Install RFBs at the intersection of E Kennedy Boulevard) and College Ave (2 crossings)
- Improve/install sidewalk on:
 - College Avenue from Kennedy Boulevard to Ruffel Street – both sides
 - Ruffel Street from College Avenue to West Avenue – north side only
 - S West Avenue from Fitzgerald Drive to Ruffel Street – both sides
 - Fitzgerald Drive from West Avenue to Jonotey Drive – north side
 - Jonotey Drive – west side
 - Monroe Avenue in front of Margaret Square apartments – south side
- Install crosswalk west of Jonotey Drive at Fitzgerald Drive
- Install crosswalk (1 crossing) with RFBs near bus stop at Monroe Avenue and Margaret Square Apartments



CONSULTANT will provide professional engineering services and design in accordance with the governing regulations as listed in *Section 7*.

The CITY will provide job specific information and/or functions as outlined in this Scope.

2. **GENERAL PROJECT ADMINISTRATION**

CONSULTANT will prepare construction plans and necessary documents and will perform associated environmental investigations, reports and certifications needed to construct the planned improvements.

The project administration activities that will be undertaken include the following:

- A. *Project Setup*: CONSULTANT will establish project files, project work plan, initiate accounting systems, and engage sub-consultants as required.
- B. *Project Schedule*: CONSULTANT will provide a schedule of calendar deadlines within 10 days of Notice to Proceed (NTP) and will provide updates to the schedule through the life of the contract.
- C. *Monthly Progress Meetings*: N/A as directed by CITY.
- D. *Progress Reports and Invoices*: CONSULTANT will prepare a detailed monthly progress report to be included with the monthly invoice. As a LAP project with FDOT oversight, Progress Reports and Invoices will be submitted to the assigned FDOT Project Manager for approval with a copy provided to the CITY.

3. **PUBLIC INVOLVEMENT**

City will lead Public Involvement efforts.

4. **ENVIRONMENTAL ANALYSIS/REPORTING/NEPA CLEARANCE**

CONSULTANT will conduct an Environmental Analysis to document the natural, physical and cultural resource impacts within the PROJECT limits. The purpose of the environmental analysis is to obtain State and Federal clearance and provide environmental documentation in accordance with the Type I Categorical Exclusion checklist to proceed with the construction of the PROJECT.

Natural Resources Assessment

CONSULTANT will conduct a Natural Resource Evaluation (NRE) to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) in the project area and will evaluate the potential for usage by endangered and threatened species (listed species). In preparing this NRE, the CONSULTANT will conduct the following tasks:

- 1. Review readily available natural resource documentation, previous environmental studies, soils map, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) maps and listed species information.

2. Request information from the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and in the vicinity of the subject property.
3. Conduct site reconnaissance to ground truth the database information.
4. Map habitat types, including wetlands, on an aerial photograph and document signs of listed species usage during site reconnaissance.

Specific Species Surveys

CONSULTANT will survey the corridor, perform field reconnaissance as needed and deliver a NRE Technical Memorandum. CONSULTANT will coordinate with the United States Fish and Wildlife Service (USFWS) as needed to screen/exempt the project for the following species:

- Sand Skinks
- Scrub Jays
- Gopher Tortoise
- Burrowing Owls
- Other species as encountered

Potential Contamination Screening

CONSULTANT will conduct a desktop contamination screening. This will include a review of historic aerial photos, other readily available historic resources, if available, and contamination database information to identify potential contamination sites. Site reconnaissance will be conducted to ground truth the database information if necessary and identify other potential contamination sites, if any. Files maintained by Florida Department of Environmental Protection or other regulatory Agencies will be reviewed as well for identified sites. CONSULTANT will deliver a Limited Contamination Screening Evaluation Report (CSER).

Cultural Resources

CONSULTANT will perform cultural resource evaluation of the PROJECT and prepare a Cultural Resources Assessment Report (CRAS). This report will summarize findings and potential impacts (if any) and make recommendations on whether any additional work efforts or coordination will be required with the State Historic Preservation Officer (SHPO) or other Agencies. Any work required beyond the CRAS is not included in this scope of work and will be provided as an additional service and compensated as a Supplemental agreement.

Environmental Documentation

CONSULTANT will prepare and provide the NRE Technical Memorandum, CSER, and CRAS described above in accordance with FDOT requirements to confirm class of action (anticipated to be Type I categorical exclusion).

5. **ENGINEERING/SURVEY TASKS**

The CONSULTANT shall perform tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System; may include primary or secondary control points. Includes analysis and processing of all field collected data.

Vertical Project Control (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on North American Vertical Datum of 1988 (NAVD 88); may include primary or secondary vertical control points. Includes analysis and processing of all field collected data.

Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying alignments. Depict alignment and/or existing R/W lines (in required format) per FDOT R/W Maps, platted or dedicated rights of way.

Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density (minimum 50 Foot Elevation Grid). Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

Planimetric (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type, and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

Right of Way Staking, Parcel / Right of Way Line

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

Vegetation Survey

Locate vegetation within the project limits. Show the extent of jurisdictional wetlands if applicable.

Tree Survey

Locate individual trees or palms within the project limits. ***The CITY will provide Arborist Services and address any tree impacts prior to construction.***

Environmental Resource Permit

Coordinate with FDOT, submitting a Permit Determination Letter (PDL) to the FDOT District 5 Environmental Permits Office (following 60% plan approval) for review and concurrence.

It is anticipated that the project will be exempt from permitting with SWFWMD.

CITY will manage the relocation/mitigations of species within the project limits, based on the results of the environmental report.

Engineering Design

- ***Typical Sidewalk Section***
A formal Typical Section Package is not required. CONSULTANT will develop a Typical Sidewalk section meeting CITY, FDOT, and ADA requirements.
- ***Sidewalk Geometrics***
Design the alignment meeting CITY, FDOT, ADA requirements within the existing CITY ROW.
- ***Drainage***
Sidewalk and existing drainage shall be considered and appropriately addressed in the design.
- ***Roadway Intersections and Crossing***
Shall be designed to provide ADA compliance.
- ***Pavement***
Milling and resurfacing for conflicting pavement markings and potential pavement reconstruction around curb returns.
- ***Signing and Pavement Markings***
Signing and pavement markings to be provided in accordance with CITY and FDOT requirements. Midblock crossing assessment to be provided per MUTCD.
- ***Lighting***
Lighting Design Analysis Report to be provided for midblock crossings.

- **Geotechnical**
No geotechnical borings will be obtained for the project. Soil conditions will be based on historical and available soil survey information provided by the CITY if required.
- **Construction Details and Quantities**
Summary of Pay Items in accordance with FDOT Master Pay Item List and quantities will be summarized in tabular format on plan set.
- **Specifications**
As a Class D LAP project, specifications will be prepared using **LAP Big 4 specifications**. Technical Special Provisions (if required) shall be developed for items not covered by standard requirements.
- **Cost Estimates**
Prepare an estimate of construction cost at 30%, 60%, 90%, and Final design phases.

A. Utility Coordination

CONSULTANT will identify, contact, and coordinate with affected utility agency owners (UAOs) during the design phase to avoid or minimize utility conflicts.

CONSULTANT will **provide the 30% plans to all identified UAOs within the corridor for markups of their existing utilities, planned utilities, and potential impacts.**

Based on the coordination with the UAOs along the project, the CONSULTANT will prepare a summary of utility impacts within the PROJECT.

Following 60% submittal, CONSULTANT will submit plans to UAO's for their markup of utility conflicts (RGBs). CONSULTANT shall coordinate with UAOs to obtain Utility Work Schedules (UWS) for any impacts from construction activities. Utility dispositions for removed, relocated, or adjusted utilities will be identified on the Roadway plans. Utility relocations will be completed by UAOs in accordance with their UWS.

The CITY will provide Utility certification.

B. Plans and Deliverables:

1. **A formal 30% submittal will not be provided.** CONSULTANT will provide preliminary plans at 30% (with survey and sidewalk alignment) and meet with the CITY to review in lieu of formal 30% submittal. Upon approval of alignment by the CITY, CONSULTANT will distribute plans to utility companies as noted above in Section A.

Plans will be submitted to the CITY electronically for review at 60%, 90%, and Final. CITY and FDOT reviews and general submittal requirements shall be in accordance with FDOTs "District 5 LAP CSC Design Task Work Order Administration and Management" flowchart.

2. Plans shall be 11"x 17" and are anticipated to include the following:

Roadway Plans

- Key Sheet
- Signature sheet

- Summary of Pay Items
- Typical Section
- Special Details
- Project Control
- General Notes
- Roadway Plan (1" = 20')
Signing and Markings (excludes midblock locations), and Utility adjustments included on Roadway Plans
- Cross Sections (every 100' and critical locations as needed)
- SWPPP sheets
- Temporary Traffic Control Plan
- Utility Verification
- Summary of Quantities

Lighting Plans

- Key Sheet
- Tabulation sheet
- Pole Data
- Lighting Plan (1" = 20')
- Service Point Details

6. TIMEFRAME/SCHEDULE

The CONSULTANT will undertake this work upon receipt of NTP. Based on the required CITY and subsequent FDOT review timeframes, schedule to Final plans is estimated to be approximately 12 months. A formal schedule will be provided by CONSULTANT upon NTP.

Schedule

NTP	04/24/2023 <i>*Assumed NTP*</i>
30% Meeting	09/01/2023
60% Submittal to City	10/27/2023
60% Submittal to FDOT	11/24/2023
90% Submittal to City	12/22/2023
90% Submittal to FDOT	01/19/2024
Final Submittal to City	02/23/2024
Final Submittal to FDOT	03/22/2024
Plans Complete	04/12/2024

7. **GOVERNING REGULATIONS**

The services performed by the CONSULTANT will be in compliance with applicable CITY and FDOT standards and guidelines. The current edition, including updates, of the following references and guidelines will be used in the performance of this work.

- A. Florida State Statutes
- B. Florida Administrative code
- C. Florida Green Book (2018)
- D. FDOT LAP Manual
- E. LAP Big 4 Specification
- F. Eatonville Town and City of Winter Park Land Development Code
- G. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
- H. ADA
- I. FDOT Standards and FDOT Basis of Estimates

8. **POST DESIGN SERVICES**

Post design services can be provided by the CONSULTANT and will be negotiated at a later date prior to construction to be accomplished by a separate contract directly with the CITY. FDOT will not participate in Post Design services. Post design services are defined as from completion of final design services through final construction completion and closeout of the project.

9. **PROGRESS REPORTING**

CONSULTANT will provide monthly written progress reports that describe the work performed on the PROJECT. As a LAP project with FDOT oversight, Progress Reports and Invoices will be submitted to the assigned FDOT Project Manager monthly for approval with a copy provided to the CITY.

10. **QUALITY CONTROL**

The CONSULTANT will be responsible for the quality, accuracy, designs, drawings, specifications and other services furnished by the CONSULTANT.

The CONSULTANT will provide a Quality Control Plan ten (10) days after the official NTP.

The Quality Control Plan utilized by the CONSULTANT may be one specifically designed for this project or in accordance with Section 124 of the 2023 FDOT Design Manual.



City Commission **agenda item**

item type Consent Agenda	meeting date May 10, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Quality of Life Investment in Public Assets & Infrastructure	

subject

Approve ARPA Funding Allocations - Stormwater Mobile Pump

motion / recommendation

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

background

Staff is requesting that the following ARPA project approval, previously set aside by the City Commission, be formally approved so that the project may proceed. The attachment highlights the specific project being requested as well as an update as to what has been previously approved.

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

The City Commission previously discussed acquiring an additional pump to assist with stormwater management after weather events. The appropriate pump has been identified and will be placed on order. This purchase will utilize the remainder of ARPA funds afforded to the city.

The attached Matrix highlights the requested approval.

alternatives / other considerations

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

fiscal impact

The city received approximately \$15.4 million in ARPA funds. With this approval, all of the funding has been allocated to projects or spent. The attached sheet details allocated and approved ARPA spending.

ATTACHMENTS:

[American Recovery Act Allocation - Stormwater Pump.pdf](#)

Projects for use of Allocated ARPA Funds

Last revised 4/26/2023 Commission Meeting

Proposed Project	Department Lead	ARPA Funding Allocated	ARPA Eligibility Based on Treasury Guidance	Project Notes (Timeline/Next Steps)	Funding Approval Requested Now
6" Mobile Stormwater Pump	Public Works	\$ 60,000	The City of Winter Park has already complied with all ARPA reporting requirements. City's have broad latitude under ARPA to use funds received in any manner deemed needed by the city as long as funding received falls under the revenue replacement limits. All revenue received by the city falls under this limit.	The last hurricane season highlighted the need for additional pump resources to assist with stormwater remediation.	60,000

Projects Afforded by Revenue Replacement from ARPA

Last revised 4/26/2023 Commission Meeting

Potential Use of Funds	Revised Allocation	\$ Amount Approved	\$ Remaining Allocation	Approval Date
General Projects/Uses				
Offset loss of revenue in 2022	\$ 1,300,000	\$ 1,300,000	\$ -	Approved 9/22/21
Offset loss of revenue in 2023	\$ 500,000	\$ 500,000	\$ -	Approved 9/28/22
City Employee Retention Bonus in 2023	\$ 535,000	\$ 535,000	\$ -	Approved 9/28/22
Historic Preservation	\$ 100,000	\$ 100,000	\$ -	Approved 6/8/2022
Traffic and Road Improvement Study and Design	\$ 750,000	\$ 750,000	\$ -	Approved 9/22/21
Neighborhood Traffic Calming	\$ 250,000	\$ 250,000	\$ -	Approved 1/12/22
Large Scale Street Bricking Repair and Replacement	\$ 500,000	\$ 500,000	\$ -	Approved 11/10/21
Old Library Building AC	\$ 72,000	\$ 72,000	\$ -	Approved 5/11/22 (\$62,856)
				Approved 5/11/22 (\$211,110) Reallocated \$228k to Ozark 10/26/22
Seven Oaks Park	\$ 3,400,000	\$ 3,400,000	\$ -	Approved 7/27/22
Progress to Mead Connector	\$ 500,000	\$ -	\$ 500,000	
Ozark Property Purchase	\$ -	\$ -	\$ -	Approved 10/26/22 remaining funding to come from Parks Acquisition (\$1.8 mil) and outside support (\$3 mil). Request to reallocate to stormwater projects and fire training facility approved 3/8/23
Stormwater Pump Purchase	\$ 60,000	\$ -	\$ 60,000	Pending Approval
Other Emergency Infrastructure Projects		\$ -	\$ -	Requested to reallocate from Ozark project line, moved to NRCS projects match
Lake Spier Emergency Repair	\$ 770,000	\$ 770,000	\$ -	Requested to reallocate from Ozark project line. Approved 3/8/23. Reallocated additional \$400k from Smartcity funding and \$70k from Business Recruitment 4/26/23.
City Wide Stormwater Master Plan	\$ 300,000	\$ 300,000	\$ -	Requested to reallocate from Ozark project line. Approved 3/8/23
Howell Branch Preserve Access Trail	\$ 250,000	\$ 250,000	\$ -	Approved 10/26/22 remaining funding for \$330k total cost from Parks General CIP (\$80k).
Meadows Park at Margaret Square	\$ 101,750	\$ 101,750	\$ -	Approved \$101,750 on 12/8/21
Stormwater Capital Improvements	\$ 150,000	\$ 150,000	\$ -	Approved 9/22/21
Cybersecurity Enhancements	\$ 500,000	\$ 500,000	\$ -	Approved \$250k 10/27/21 Approved \$250k 5/11/22
Fire Training Facility	\$ 940,000	\$ 940,000	\$ -	Expanded funding approval on 3/8/23

Potential Use of Funds	Revised Allocation	\$ Amount Approved	\$ Remaining Allocation	Approval Date
Sustainability Program - vehicles, equipment, charging stations	\$ 370,000	\$ 370,000	\$ -	Approved \$40k for Parks Electric Equipment 12/8/21 Approved \$212k for Electric Vehicles/Charging Stations 1/26/22 Approved \$118k for Electric Vehicles and Parks Equipment 8/24/22
NRCS Project Funding Match	\$ 520,000	\$ 520,000	\$ -	Approved 3/8/23. Added \$120k from Business Recruitment 4/26/23.
Vaccine Incentive Program for City Employees	\$ 75,000	\$ 75,000	\$ -	Approved 7/28/2021
Non-Profits				
Winter Park Library Furnishings and operating support grant	\$ 900,000	\$ 900,000	\$ -	Approved 9/8/21 Ideal Woman's Club Funding of \$25k added 11/10/21 Library \$300k added 1/26/22 \$285,000 approved by City Commission on 09/08/21
Support for Existing Non-Profit Partners	\$ 300,000	\$ 300,000	\$ -	
Grant Fund for Supporting Small Non-Profits	\$ 285,000	\$ 285,000	\$ -	
Households and Small Businesses				
Utility Payment Assistance Program	\$ -	\$ -	\$ -	Reallocated to Ozark Purchase 10/26/22
Business Façade Program	\$ 100,000	\$ 100,000	\$ -	Approved 1/26/22
Business Recruitment Program	\$ 210,000	\$ 20,000	\$ 190,000	Approved \$20k for Gap Study 1/26/22. Reallocate \$190k toward Lake Spier and NRCS match 4/26/23.
Humanitarian Support	\$ -	\$ -	\$ -	Reallocated to Ozark Purchase 10/26/22
Tourism, Travel and Hospitality				
Central Park Stage	\$ 400,000	\$ 400,000	\$ -	Approved 04/13/2022
Boat Tour to Dredge Canal and property cleanup	\$ 100,000	\$ 100,000	\$ -	Approved 11/10/21
Dinky Dock	\$ 154,000	\$ 154,000	\$ -	Approved 4/12/23
Christmas Decorations Downtown	\$ 180,000	\$ 180,000	\$ -	
Broadband				
Connect Facilities with Fiber	\$ -	\$ -	\$ -	Reallocated to Ozark Purchase 10/26/22
Smart City - Broadband - Signalization and Connectivity Improvements	\$ 600,000	\$ 160,000	\$ 440,000	Approved \$75k Smart City Master Plan 1/26/22 (Final approved contract at \$160k). Reallocated \$400k towards Lake Spier 4/26/23.
Public Wi-Fi	\$ 250,000	\$ -	\$ 250,000	

Sum of above projects & uses	\$ 15,422,750	\$ 13,982,750	\$ 1,440,000
ARPA Funding Award Received	\$ 15,438,814		
Remaining to be allocated	\$ 16,064		



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date May 10, 2023
prepared by Rebecca Watt	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Investment in Public Assets & Infrastructure Quality of Life	

subject

Solicitation Scope Review & Approval

motion / recommendation

Commission review and approve scope of work.

background

The City Commission asked staff to develop two scopes of work for potential solicitations to be issued regarding a long-term lease of the old library property located at 460 E. New England Ave., and development proposals for use of the air rights over the parking area of the Seven Oaks Park.

A component of the old library solicitation included a request that potential non-profit organizations with access to capital, complete a letter of interest (LOI) if they are interested in being potential partner as part of any development solicitation response. This community benefit piece would then become part of the evaluation of proposals that are ultimately received. It was discussed that this solicitation would be out of an extended period of time of 3 - 4 months. Five responses were received from non-profit organizations.

Seven Oaks Parks has a proposed parking area that could be activated by the construction of a deck structure and proposed development built above. Proposals would be for respondents that could provide non-business hours-oriented demand, offering something that builds on the community benefit of the adjacency of Seven Oaks Park.

Both scopes have been attached for review, along with the LOIs received from non-profits.

alternatives / other considerations

Direct staff to make revisions to the scopes as stated.

fiscal impact

TBD

ATTACHMENTS:

[Request for Letters of Interest and Responses.pdf](#)

ATTACHMENTS:

[Library SOW_DRAFT.pdf](#)

ATTACHMENTS:

[Seven Oaks SOW_DRAFT.pdf](#)



401 South Park Avenue • Winter Park, Florida 32789

407-643-1627 • 407-599-3448 fax
cityofwinterpark.org

Procurement Division

April 18, 2023

To: Winter Park Nonprofit Organization
Re: Letter of Interest

The City of Winter Park is seeking Letters of Interest (LOI) from local nonprofit organizations within city limits that are interested in partnering with the city to utilize either the former public library building, located at 460 E. New England Ave., or a new building constructed in the same location.

For consideration, please address the following questions:

1. Does your organization have fundraising capability to build out your space at that location?
2. How much space/square footage would your organization need?
3. What is your intended use of the space? (This information is necessary to identify parking needs for the potential use.)

If you are interested in using the former library site to further your organization's goals and purpose, LOIs must be submitted via the Procurement Division portal accessed at cityofwinterpark.org/procurement no later than **Friday, April 28, 2023, by 5 p.m.**

If you are not an existing account holder, please click on the green "SIGN UP NOW" button to create a free account that allows you to submit the LOI and receive updates on the project.

Procurement

[City of Winter Park](#) > [Departments](#) > [Administration](#) > Procurement

The City of Winter Park has partnered with OpenGov, a free and fully automated electronic bidding and vendor management system. Offering a centralized location to find all information related to bids and proposals currently being solicited by the city, effective April 3, 2023, the new [Procurement Portal](#) will allow interested parties to:

- Register to bid and receive notifications of future opportunities.
- Follow updates to existing solicitations. Amendments and addenda will be sent automatically to solicitation followers.
- Submit questions and receive answers for open solicitations.
- Access a guided process of responding electronically to RFPs, bids, etc., to ensure submissions have been accurately completed.

Sign up and subscribe to the City of Winter Park agency to get started. Registration is free.

SIGN UP NOW!

For more information about registering, please access our [Vendor Registration](#) article.

For questions related to this request, please email procurement@cityofwinterpark.org.

Central Florida Vocal Arts



April 25, 2023

Central Florida Vocal Arts & Opera del Sol

2529 Modac Trail
Winter Park, FL 32789

P.O. Box 363
Winter Park, FL 32790

RE: 460 E. New England Ave. Winter Park, FL 32789

Dear Mayor Anderson and City of Winter Park Commission,

On behalf of Central Florida Vocal Arts and the below mentioned arts entities and construction partners, I am pleased to present you with this Letter of Intent to renovate and re-imagine the premises of 460 E. New England Ave. Winter Park as an Arts Co-operative Space that serves and inspires our community for decades to come.

VISION:

As the City of Arts and Culture it is critical that the City of Winter Park is empowering existing arts organizations while providing a pathway to success to new organizations and future generations. In 2022, Central Florida Vocal Arts celebrated a decade of serving our community, and in those ten years we have never had a home of operations. Working remotely and collaborating with supportive partners including Winter Park organizations like the Woman's Club of Winter Park, The Center for Health and Wellbeing, and St. Margaret Mary Church, we have been able to serve our community, but it has been incredibly challenging and stifled our potential for growth. This hurdle is not a unique struggle and as such, many meaningful, impactful organizations do not survive.

According to the DeVos Institute Orange County Arts Ecology study published earlier this year, the lack of adequate venues is a major impediment to successful arts planning and program delivery. The City of Winter Park has an opportunity through the former Library space to live its stated values as the "City of Arts and Culture" by creating a space that empowers small to midsize arts organizations to change and inspire the lives of its residents.

At the core of this Arts Co-Op is a training conservatory that provides opportunities for artists of all ages and skill levels to engage with meaningful performing and visual arts education. Led by the finest teaching artists in our community, the conservatory will offer progressive curriculum in music, dance, and visual art to create a life cycle serving early childhood to professional level, toddler to final stages of life. By sharing space together, we create opportunities for collaboration and holistic arts training in a true conservatory setting, unlike anything that currently exists in Central Florida.

Throughout all programming, there is a commitment to using arts as a tool to build confidence, creativity, and leadership. The conservatory will also seek sustainable funding to ensure that all students, regardless of economic means, have equitable access to these opportunities ensuring positive wellness outcomes as we serve our community at the intersection of arts and wellness. The end goal is to make the arts a right, not a privilege.

“A rising tide lifts all boats” and by working collaboratively, the arts organizations can both lift up one another and the greater Winter Park community. Through a renovation and re-imagining of the former Library space, the City has an opportunity to leave a legacy for generations to come of its commitment to truly being the City of Arts and Culture.

TENANT: Central Florida Vocal Arts leading a co-operative of both existing and future arts non-profit organizations that serve our Winter Park community.

SUITE SIZE: Entire building to be retrofitted for arts education, administration, and rehearsal use.

TERM: Negotiable but would prefer a long term vision for a minimum of ten years.

LEASE COMMENCEMENT: Negotiable

INTERESTED PARTNER ORGANIZATIONS: Florida Symphony Youth Orchestras and Emotions Dance (information included here along with Central Florida Vocal Arts).

We are also open to collaborate with other arts organizations who have submitted their own LOIs, including the Winter Park Art Festival and the Winter Park History Museum.

ADDITIONAL RESOURCES & SUPPORTERS: Strong connections in the construction industry who can assist us to make sound strategic and fiscal choices regarding renovation.

UTILITIES AND JANITORIAL: All tenants shall be responsible for a share of utilities and general maintenance of the building.

PARKING: The existing parking lot would support the anticipated number of organizations and its respective constituents served. The structure would not be intended for full performance or production use.

SUBLEASE: Central Florida Vocal Arts shall have the right to sublet or assign all or part of the Premises at any time through the use of guidelines established in collaboration with the Commission and established City entities and committees.

CITY FUNDED IMPROVEMENTS: We respectfully request that the City of Winter Park fund the renovation and repair of the existing structure to bring it to code compliance and make it an inhabitable structure. Since the building has been uninhabited for nearly 18 months and experienced increased disrepair, we request the City to invest in the structure so as not to create an insurmountable financial burden on any non profit organization. The arts organizations would however be responsible for collaboratively fundraising to support the cost of retro-fitting the building for mixed arts use.

FUNDRAISING CAPACITY: Through collaborative fundraising by all vested parties, led by CFVA founder and Executive Director, Theresa Smith-Levin, we are confident we can raise the necessary funds to retrofit the existing structure, once repaired and in compliance with current building codes by the City of Winter Park. We anticipate a mixed funding source including private donors, corporate sponsors, foundation support, and grant funding. We currently have existing relationships with these prospective

funders:

- Central Florida Foundation
- The Ginsburg Foundation
- The Edyth Bush Foundation
- Winter Park Health Foundation
- Orange County Arts and Cultural Affairs
- United Arts of Central Florida
- State of Florida Department of Arts and Cultural Affairs

UNIQUE LEADERSHIP CAPACITY: Born in Winter Park Hospital, Executive Director, Theresa Smith-Levin is a lifelong Winter Park resident having attended Winter Park High School and serving as Chorus president in her time there. She is recognized as one of the finest in the music education and non profit field and regularly collaborates at the district level with both Orange and Osceola County Public Schools. She is former faculty at both Valencia College and the Dr. Phillips Center for the Performing Arts.

Theresa has deep ties to the community, serving on the Executive Board of the Park Avenue District as well as the Leadership Winter Park Alumni Council. She is an active member of the Edyth Bush Institute, Winter Park Chamber of Commerce, Winter Park Arts & Culture Alliance, Florida Executive Women, and the Woman's Club of Winter Park. She is an alumni of the Edyth Bush Empowering Good cohort, Athena Next Gen leadership, and Leadership Winter Park. Her children attend the Methodist School for Early Education, and she is passionate about building community. Theresa is regularly recognized for her capacity to build consensus and inspire change with accolades from American Express Women in Music Leadership, Orlando Family Magazine, and Winter Park Magazine.

Included in this Letter of Interest packet are letters of support from some of Winter Park's most notable community stakeholders.

DISCLOSURE: It is understood that this is a non binding letter of interest and is subject to the execution of a lease in a form satisfactory to all parties.

SUPPORTING MATERIALS:

- Letters of Support from Jennifer Evins (CEO & President of United Arts), Elizabeth Ingram (Winter Park Public Art Advisory Board), and Rachel Hunter (Board President of Central Florida Vocal Arts)
- Central Florida Vocal Arts Introductory Sheet
- Central Florida Vocal Arts 2022 Educational Impact Report
- Florida Symphony Youth Orchestras
- Emotions Dance Mission Brochure

April 28, 2023

Dear Mayor Anderson and the City of Winter Park Commission,

I am writing to express my support of Theresa Smith-Levin and the vision of an Arts Co-Operative space at the former Winter Park Library site.

I met Theresa shortly after my move to Central Florida to step into the role of CEO at United Arts of Central Florida. A 30-minute introductory meeting at Infusion Tea, turned into a two-hour conversation about the impact of arts across sectors. I was impressed with the past successes of Central Florida Vocal Arts and Opera del Sol and how they utilized their platform to advocate for unexpected but important issues, including social justice and the opioid epidemic. These achievements were matched by the organization's incredible impacts in the arts education field, especially for under-resourced populations. Theresa's passion, ambition and drive were clear, even from our first meeting.

In that meeting, I also urged Theresa to take the next steps toward organizational growth, including fairly compensating herself as Executive Director. Since that time, I have happily watched as her company has experienced exponential growth and as Theresa has continued to receive recognition from her peers and across the community. We see each other regularly at professional networking events and have collaborated for the past two years in planning the Arts and Culture Day programming for Leadership Winter Park. This past March we even spent time together, lobbying in Tallahassee for full arts funding at the State level.

With my encouragement, Theresa has been strategically researching opportunities for an Arts Co-Operative space, which is a clear need for many valuable arts organizations in our community. She has both participated in and proposed discussions on such a space and has a community-minded approach to such an initiative. Her passion, ability to form consensus and commitment to accomplishing her goals make her well-suited to lead such a project.

I believe the renovation of the former library space to an Arts Co-Operative presents an incredible opportunity for the City of Winter Park and the outstanding grassroots organizations that serve its residents.

Sincerely,



Jennifer Evins
President & CEO

216 Pasadena Place
Orlando, FL 32803-3828
407.628.0333

www.UnitedArts.cc

EXECUTIVE COMMITTEE

Chair
Daniel J. O'Keefe
MSL CPAs & Advisors

Vice Chair
Linda Ferrone
Orlando Utilities Commission

Treasurer
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Linda Landman González
Orlando Magic

Chair, Standards & Allocations Committee
Stephanie Gherter
Darden Foundation,
Darden Restaurants, Inc.

At Large:

Marcellene Baugh
Massey Services, Inc.

Marc McMurrin
Ginsburg Family Foundation

President & CEO
Jennifer Evins
United Arts of Central Florida

April 27, 2023

City Hall
401 S. Park Ave.
Winter Park, FL

Dear Mayor Anderson, Commissioner DeCiccio, Commissioner Weaver, Commissioner Sullivan, and Commissioner Cruzada,

If you know Theresa Smith-Levin then you know that she is a powerhouse who makes things happen. I have known Theresa for 20 years and we met when we were attending Winter Park High School. She was a grade above me, but we sang in a lot of the same choir groups. I always looked up to her leadership and ambitious personality. She had many leadership roles even back then such as being the Choir President.

Fast forward to what she has achieved within Central Florida, especially Winter Park, and you can't help but be inspired and respect her work ethic. She started Central Florida Vocal Arts and it has grown and succeeded every step of the way. I value and trust her discernment on important decisions and respect the way she can bring ideas and people together. Theresa represents Winter Park in a beautiful way with class, eloquence, leadership, and strong speaking skills. As a young female professional she has already made a name for herself in this community and I know there are many wonderful things in her future.

I would strongly urge you to support her endeavors and plans she has for the former Library building. Theresa's ideas always come with good and honest intention and are always to elevate the community and share her passion of music, art, unity, and opportunity. I really believe the sky is the limit for her and I hope she is given this opportunity to lead the plans for something wonderful in the former library space.

Sincerely,

Elizabeth Ingram
Public Art Advisory Board Member



April 28, 2023

Rachel Hunter, President of the Board of Directors
505 Greely St
Orlando, FL 32804

Dear Mayor Anderson and City of Winter Park Commission,

I am writing to you today to give my support to a phenomenal leader in the art non-profit world, Mrs Theresa Smith-Levin. As the founder and Executive Director of Central Florida Vocal Arts, Smith-Levine has proven herself to be a skilled and dedicated leader in the Winter Park/Orlando arts community. In my capacity of board member and now board president, I have worked closely with Theresa over the past 6 years.

One of her most valuable assets is the extensive network of artists, philanthropists, and community leaders she brings to this project . She has the unique ability to bring people together, creating a collaborative and supportive environment that fosters creativity and innovation. Her leadership skills are unparalleled, and she has a proven track record of success in building and managing non-profit organizations.

I would like to formally support Smith-Levin's idea to turn an old library space into a shared workspace for multiple Winter Park based arts organizations. I believe that this is an excellent idea for several reasons. First, it will provide a much-needed home for multiple small/mid sized arts and culture organizations in our community. Many non-profit arts organizations struggle to find affordable workspaces and resources, and this shared space will help to alleviate that problem. Second, a collaborative arts work space will foster a sense of community and collaboration among organizations. By working together, each group will be able to share resources, knowledge, and ideas, which will lead to new and exciting artistic endeavors. Third, from CFVA's board perspective, a physical address to call our administrative team's "home base" will provide continuity and stability for both the staff and board. No longer holding important meetings in coffee shops or borrowed board rooms, will enable our group to continue expanding in a positive direction.

We believe that Mrs. Smith-Levin's qualifications and vision make her the perfect candidate to lead this project. Her experience in the arts non-profit world, coupled with her leadership skills and extensive network, will ensure the success of this exciting endeavor.

Thank you for your time and consideration. We look forward to the opportunity to discuss this project with you in greater detail.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rachel Hunter', is written over a light blue rectangular background.

Rachel Hunter

CFVA & OPERA DEL SOL

OUR MISSION & VISION

Central Florida Vocal Arts and Opera del Sol exist to create a better Central Florida community through arts education, performance and appreciation. We are re-imagining the future of vocal arts.

We envision a community where EVERYONE has the opportunity to have a rich life through meaningful arts experiences. We break down barriers to create equitable access to performing arts training and performances and through our work, cultivate leadership, courage and connection, which we need now more than ever.

Building a stronger Central Florida community is what we do. The arts is how we do it.

PROGRAMS

EDUCATION

- Studio
- Institutes
- Bel Canto Scholarship
- Senior Education
- In School Programming

MAINSTAGE

- Fully Staged Musical Productions
- Community Partner Performances

OPERA DEL SOL

- Original Productions
- Collaborative Performances
- Fully Staged Operatic Productions

PROGRAM SPOTLIGHT - ARTS 1:1

Launched in 2019, Arts 1:1 aims to increase opportunities for private music lessons to students who otherwise would be financially unable to access them. Arts leadership recognized that demographics of students participating in higher level music education opportunities did not reflect the classroom demographics, often because financial barriers. To bridge this gap, CFVA offers 30-minute weekly voice lessons to selected students at Title I schools, free of charge.

Over the past four years, this program has expanded by nearly 800% to include Osceola County Public Schools and Pace Center for Girls. Through this program, we increase accessibility, while building a pipeline for new and diverse talent. Moreover, we cultivate leadership, empathy, creativity, problem solving, confidence and more through lessons; outcomes, which have positive effects across sectors, regardless of future endeavors.



Learn more at

www.CentralFloridaVocalArts.org & www.OperaDelSol.org

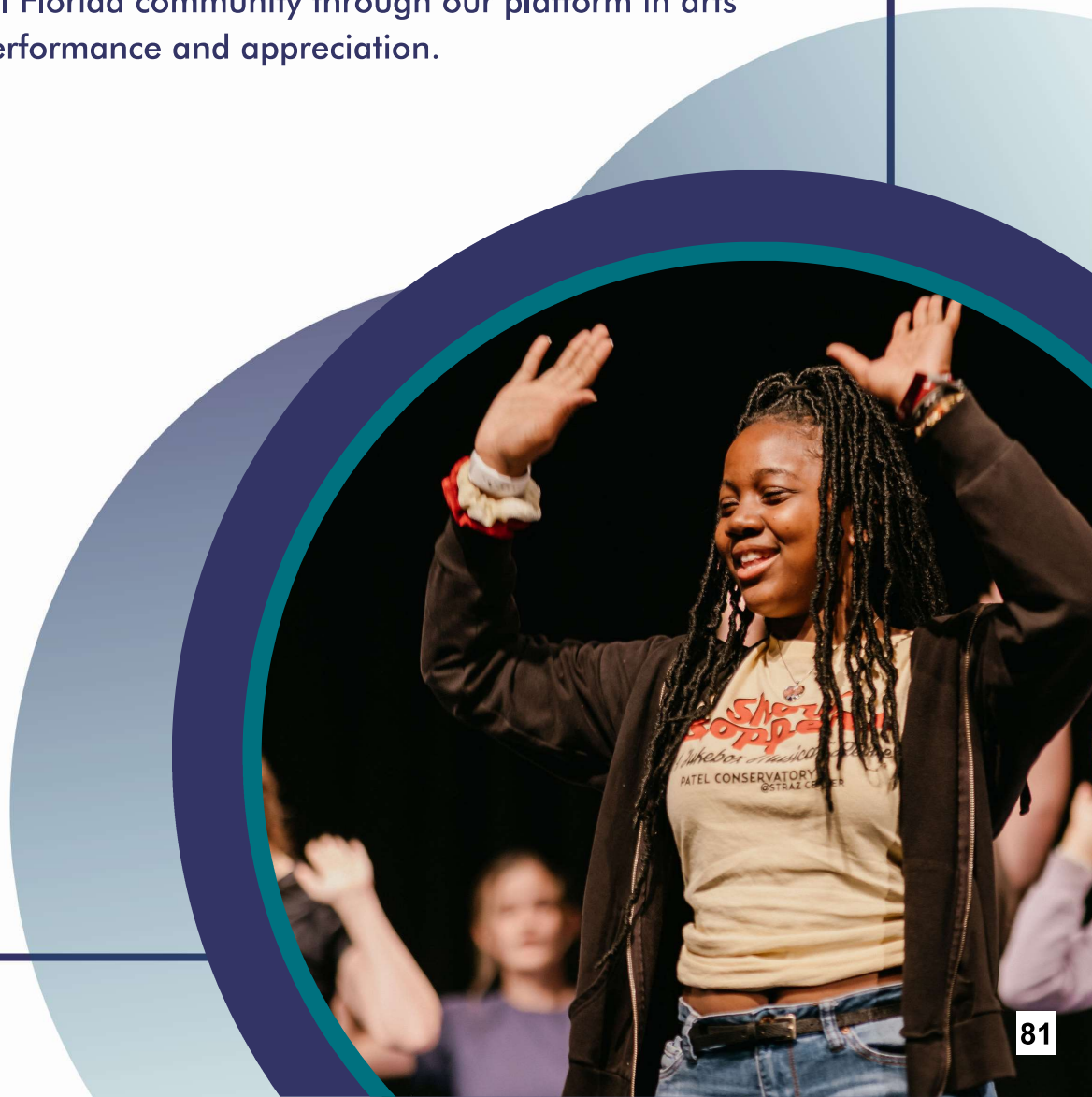
2022



EDUCATION IMPACT

Central Florida Vocal Arts

Central Florida Vocal Arts and Opera del Sol exist to build a better Central Florida community through our platform in arts education, performance and appreciation.



About CFVA

Central Florida Vocal Arts is a non-profit, music advocacy organization dedicated to providing the highest quality training to artists of all ages and abilities, while also providing paid performance opportunities to professional artists.

We are ensuring all people in our community have equitable access to meaningful arts experiences. Through our programs we develop greater diversity, inclusivity and empathy in the arts community and across sectors.

Our Educational initiatives develop students' talent, passion and confidence, as we overcome barriers to accessibility, including a student's ability to pay for training.

Because poverty disproportionately affects communities of color, a majority of students receiving financial assistance to access our programs are racial minorities. By creating equitable access to these students, we promote a future artistic landscape that is more inclusive and diverse. More than 75% of the students we serve annually receive some form of financial support, without which they would be unable to pursue arts studies.

Regardless of a student's professional ambition, all of CFVA's educational programs promote confidence, connection and leadership. These outcomes have a positive effect that reaches far beyond their arts studies and disrupts the greatest of challenges.



info@centralfloridavocalarts.org

Impact



120

120 Students received weekly voice lessons at no cost through our Arts 1:1, Pace Center for Girls, and Eatonville Boys & Girls Club Programs.



100%

100% of Summer Institute students indicated they would attend another CFVA program as did 100% of Sound of Music attendees.



50

Over 50 scholarships awarded to students in need for private voice lessons, workshops and Summer Institute.



60%

60% of Summer Institute students identified as a racial minority and 20% had a physical or neurological disability



75%

Over 75% of young artists who participate in our programming would be unable to do so without financial assistance.



90%

90% of Summer Institute students reported a positive change in self confidence after completing our program

“

As a transgender person, sometimes I can be a little nervous about if I will fit in to these kind of events, but everyone made me feel very cared for and understood. From asking for my preferred pronouns to just talking to me a little bit beforehand, it made a whole world of difference!! Thank you all so much for such an incredible experience :) It makes me wish I was an underclassman so I could come back next year!! You guys rock!!!

- Robbie Gonzalez, College Audition Workshop Participant

Donor Spotlights

Our family supports Central Florida Vocal Arts because we enjoy their productions every season, and they truly enhance performing arts in our community. We especially appreciate that CFVA is very diverse and inclusive, as well as locally-founded, giving so many opportunities to local artists and production team-members and providing affordable student education right here in our area.

- Tobin Baum

Central Florida Vocal Arts is an organization with absolutely wonderful people. They have a mission to make arts education available for all students no matter their background. We are happy to donate to a company who wants to make the world a better place through art and theater.

- Jonathan & Alyssa Zegers



GET INVOLVED

- Become a season ticket holder and enjoy a variety of professional performances and experiences.
- Book our professional dancers for your social and corporate events.
- Take one of our many adult dance classes.
- Donate today to help us spread our mission and outreach.



**ENGAGE, ENHANCE,
COLLABORATE,
GROW.**

PO BOX 741
Winter Park, FL 32790

305-707-1182

EMOTIONS DANCE.ORG
info@emotionsdance.org

emotions
DANCE

Celebrate the Art of
Expression

About Us

Founded in 2007 by Artistic Director and Choreographer Larissa Humiston, Emotions Dance is a professional

contemporary dance company that focuses on social and environmental awareness through the art of dance. The organization offers dance education training and programs that enrich the local community. The organization emphasizes strong technical training and education combined with passionate artistry.

Through inspiring performances, arts-education programs, and active community outreach the company touches thousands of people of all ages, races, and economic backgrounds.

OUR MISSION

- To engage dancers and emerging artists in many different ways.
- To raise awareness about social and environmental issues using the art of contemporary dance.
- To foster the growth of dance as an art form throughout the community.
- To promote artistic collaboration within the community by creating performances and collaborations that utilize various other art forms.



86 www.emotionsdance.org

BECOME AN ARTS SUPPORTER

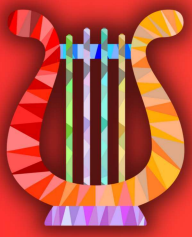
Join a community of donors committed to sustaining Emotions Dance for years to come.

Individual Giving- Individual donors bridge the gap needed to sustain the organization. Contributions from people like you cover approximately half of our operating expenses each year.

Corporate Sponsorship- We rely on contributions from our patrons and local organizations to ensure the livelihood of the company, and its programs. Sponsorships can be customized to meet your company's objectives.

Donate Today





About

Florida Symphony Youth Orchestras



Florida Symphony Youth Orchestras is a non-profit 501(c)(3) organization that has served Central Florida for over sixty-six years. In the early 1950s, Rollins College music professor Alphonse Carlo recognized a need for a youth orchestra program in the Orlando area and accordingly organized free Saturday classes for string students in the community.

FSYO continues its mission to create leaders through music. Through our programs, students:

- Gain performance opportunities and experiences performing with a variety of art forms, including ballet, opera, and rock bands
- Work and perform with professional musicians who are experts in their field
- Develop cultural awareness through meeting and cooperating with a diverse group of musicians and traveling both nationally and internationally
- Develop leadership skills and personal accountability which are skills necessary to excel as a musician in an orchestra
- Use the commitment to personal excellence cultivated within their orchestras to launch themselves to careers in college and beyond



Ensembles:

- The Overture Strings Orchestra
- The Prelude Orchestra
- The Philharmonia Orchestra
- The Symphonic Orchestra
- The Percussion Ensemble
- FSYO's Alphonse Carlo Jazz Band
- FSYO's Joseph Wise Jazz Band
- Stringmania
- Sing-Song, String-Along (SSAA)
- The Composer Program

History:

FSYO has served Central Florida for over 66 years. In the early 1950's, Rollins College music professor Alphonse Carlo recognized a need for a youth orchestra program in the Orlando area and accordingly organized free Saturday classes for string students in the community.

- 1989: premiere at Carnegie Hall in NYC
- 1991: premiere at Symphony Hall in Boston
- 1997: Australia Tour
- 2011 – 12 Season: Received a grant from the Josh Groban Foundation
- 2017: Europe Tour
- 2019: China Tour



Learn More at:

<https://www.fsyto.org>

SkyBuilders

4 All



April 19, 2023

**City of Winter Park
Procurement Division
401 South Park Avenue
Winter Park, FL 32789**

Re: Letter of Interest

Dear City of Winter Park Team,

We are grateful for the opportunity to send this Letter of Interest as a nonprofit desiring to partner with the city to utilize the location as listed in the proposal. Whether in the former public library or a new building, this will be an exceptional space for SkyBuilders 4 All to continue in its work to increase economic mobility for better health, well-being, and economic stability.

We accomplish this through several of our programs: Construction for Community Development, Housing Solutions, Personal and Business Financial Education, Workforce Development, and Emergency Assistance.

We believe the transition of space that is being made will be of great benefit to the community, and as requested, we have provided the responses to the questions:

1. Due to the nature of our work in construction, we have the capacity and necessary partnerships to build our space as needed.
2. We are currently seeking 1,000 square feet.
3. A. Our primary operation will be in relation to community development and housing solutions. This requires office space for project planning, operations, and business meetings as we work with developers, construction companies, architects, and similar organizations to benefit the community through the infrastructure of buildings and housing.

B. We also provide personal and business financial education in which we connect individuals to those with expertise in all aspects of finances which include banking, homeownership, business formation, planning, insurances, retirement, and much more. This is provided through in-person classes and online webinars.

We thank you for the opportunity, and we wish the very best in this endeavor.

Regards,

A handwritten signature in blue ink that reads "Carissa Villa".

Carissa Villa
Executive Director

✉ carissa.villa@skybuilders4all.org

☎ (689) 258-5408

SOAR
(Saving Our
Aeronautical
Resources)
Museum

SOAR (Saving Our Aeronautical Resources) Museum Letter of Intent

Mission Statement

The SOAR (Saving Our Aeronautical Resources) Museum will be a newly registered 501c3 non-profit corporation with the mission to inspire all generations through the wonders of space exploration.

SOAR Aerospace Museum in Winter Park celebrates the history of aviation and aerospace and inspires future generations of explorers.

The primary goal is to inspire youth with interactive STEM exhibits and hundreds of artifacts on site so aerospace fans (of all ages) can explore and pilot their own adventure!

SOAR is currently in the planning phases and expects to begin functioning in September 2023.

As a non-profit venture, the SOAR Museum will operate through the support of our visiting patrons, as well as through the generous contributions of NASA, US Air Force, Kennedy Space Center, Boeing, local businesses, community organizations, and philanthropic foundations.

Basic Museum Information

The SOAR (Saving Our Aeronautical Resources) Museum will be a newly registered 501c3 non-profit corporation with the mission to inspire all generations through the wonders of space exploration.

The goals of the museum are as follows:

1. To expose our young people to a hands-on exploration of aeronautical and space science.
2. To encourage young people to find the value STEM education.
3. To provide school districts in Central Florida with a quality educational resource for field trips.
4. To provide parents of Central Florida with recreational outlet for their children as well as educational and cultural activities.

5. To provide volunteer opportunities to high school students, senior citizens in the form of exhibit guides and “teacher” positions.
6. To add another quality tourist attraction to Winter Park that will complement the existing arts and cultural opportunities found here.
7. To bring space science to Winter Park through exhibits special lectures, unique collections.

Strategies for attaining these goals:

1. By operating a facility that has a wide range of both permanent and temporary exhibits, the SOAR Museum will be able to expose young people to a hands-on exploration of space exploration.
2. The SOAR Museum will continually seek out new ideas for our collections from the museum industry itself, from our patrons, from educational journals, from currently certified educators, and the national news. The museum is committed to keeping the exhibits fresh and engaging.
3. The SOAR Museum already has partnerships with the US Air Force, NASA, and Kennedy Space Center which will provide one-of-a-kind programming an access to the aeronautics industry.
4. One of the highest priorities of the SOAR Museum will be to work with school districts in Central Florida to offer hands-on exhibits and programs that will support what teachers are doing in their classrooms. Museum staffers will meet with teachers and curriculum directors to plot out a year’s worth of programming in numerous academic subjects and implement these ideas within this established framework.
5. The leaders of the SOAR Museum know how challenging it can be to provide children with activities they will enjoy but will also benefit them in the long run. Therefore, the museum is committed to creating a facility that is pleasing to the child’s eyes, ears, and hands, but also pleasing to a parent’s sense of positive formation. Curiosity, equality, creativity, ingenuity, discovery, and fun are qualities everyone can embrace.
6. A result of having a museum in the community is that it presents volunteer opportunities to local high school students, as well as to our retired population. This volunteer experience can take the form of working in the gift shop, serving as a museum “explainer” or taking an active part in planning our educational series or special exhibits. Volunteers at the SOAR Museum will have a great chance to gain professional experience that can be applied to any field the student wishes to enter.

7. The SOAR Museum will bring “space” to Winter Park. Through traveling exhibitions, special lecture series, and unique collections, the museum will endeavor to educate young people and adults about all the aerospace industry has to offer. This is an ambitious goal, but it is possible with our qualified staff and board of directors committed to seeking out novel topics of exploration.

Business Location:

The SOAR Museum will operate in the former Winter Park Library building. Plans to occupy the 30,000 foot building include:

- First floor will be planetarium/auditorium plus exhibits.
- Second floor will be for Space Camps.
- Third floor will be for corporate offices, libraries, archives, tech-based incubation.
- Roof used to install Wernher von Braun launch pad.

Fundraising capacity:

It is the goal to negotiate a long-term \$1 a year lease with the City of Winter Park for this location. The museum will pay for all improvements and buildouts to the building.

We have verbal commitments from the US Air Force, Kennedy Center, NASA, and Boeing for underwriting the build out for a total of \$3,000,000. We are assuming the total cost of the museum will be \$10,500,000 (\$300+per sq is industry average and includes exhibit.

Fundraising and organization “Crew”:

Dr. Ravi Margasahayam

- An aerospace engineer who has 35 years with NASA. While there, he was Aerospace Engineer and Safety Manager/ Space Shuttle Vibration-Acoustic engineer/ international Space Station Payload Safety Engineer/ Space Shuttle Launch Pad Safety and Systems Engineer/ Solar System Ambassador (JPL).
- Currently Ambassador for NASA International Project for India - appt by U.S Embassy in Delhi and consulate in Mumbai.

- Global Space Ambassador for NASA Kennedy Space Center and VIP tour guide and International Guest Speaker. He has also received the coveted NASA award (Silver Snoopy) which is the most prestigious award given out at NASA.

Gary Duce

- Gary is president of (STAR) Space Training Academy & Research. STEM Education. Associated with Kennedy Space Center National Air Force Museum and a Department of Defense (contractor). He has extensive experience in Mechanical Design Engineering and Professional Aviation & Aeronautics.
- Gary is NASA certified to handle Lunar materials and Asteroids. Certified FAA - Aviation Airframe/Power Plant. Affiliations: Boeing - Lockheed - ANSYS - NASA - Volusia County STEM Education Advisor / Volunteer - International Student Internship Advisor (STAR)

Susan Omoto, CFRE

- Susan has raised over \$20,000,000 over the past 30 years for arts and cultural organizations including museums such as the Leepa-Rattner Museum of Art, Orange County Regional History Center, Minnesota History Center plus Casa Feliz Historic Home Museum.
- Susan is an expert at writing nonprofit business plans, applying for IRS 501(C)3 status, creating best practices for fund raising, writing and adopting IRS compliant processes and regulations and charitable solicitations in the state of Florida.
- She is a member of the American Association of Museums, and as such knows best practices for attaining accreditation with the organization which will be needed.

Current Status of the Business:

If the directors of the SOAR Museum are given the green-light to continue, the next steps will take place in June – August 2023. SOAR is currently registered as a Florida nonprofit corporation.

- Receive an Employer Identification Number (EIN)
- Receive 501(c)(3) federal tax-exempt status from the IRS
- Begun initial fundraising activities from NASA, US Air Force and Boeing

Geographic Market:

The intended regional market for the SOAR Museum will include the following Central Florida counties:

- Orange
- Lake
- Osceola
- Seminole

Target Audiences for the Museum:

Here is a list of the various segments of our population that the SOAR Museum developers believes will support the museum through membership fees, admission, and donations:

- Families with children under the age of 15
- Retirees with grandchildren who come to visit them
- School groups on field trips
- Day care centers
- Home school groups
- Scout groups
- Visitors/tourists to Orange County or those passing through to other destinations

Contact: Susan Omoto, susanjomoto@gmail.com. Or cell, 651-335-1593.

Winter
Park
History
Museum



Our City history is intertwined with all aspects of living in Winter Park. It is important to those who live here and intriguing to the thousands of visitors the City hosts yearly. A larger setting for these stories to be told and a secured space for Winter Park artifacts is our request. Thank you for offering the Winter Park History Museum (WPHM) an opportunity to request operational space within the building located at 460 E. New England Avenue.

1. The WPHM has a broad support base and an active board with the capacity and connections to raise the money for the Museum build out. Also, the Museum has long anticipated a capital campaign and has set aside monies for this purpose. In addition, the Museum has cultivated long-standing community ties and a broad base of engaged Winter Park residents and businesses.

2. The WPHM is requesting the City's consideration of 5,000 square feet of space to be apportioned in the following manner: 4,000 square feet purposed for exhibitions and 1,000 square feet to house the WPHM Archives and Collections.
This expansion opportunity would change the direction of the WPHM. Our present space is approximately 900 square feet, enough for a small revolving exhibit. Within a larger setting, the Museum would provide an engaging and comprehensive, *permanent* exhibition of Winter Park's history, as well as the space for a *rotating* exhibition showcasing a topic of specific historic interest.

3. Winter Park History Permanent Exhibition:

An interactive timeline would structure the permanent exhibition telling the story of Winter Park's pioneers and visionaries whose legacy is our uniquely beautiful and well-planned community. Within this space we would introduce current museum technology such as digital storytelling which increases visitor engagement by bringing past voices to life. The timeline would continue through the decades highlighting the challenges and successes of our City until the present day.

Artifacts that have been in storage for decades would be the foundation for the permanent exhibition, for example:

- Objects from the luxury hotels specifically built to encourage influential families in the North to visit and invest in our town,
- Medical instruments, pharmaceutical bottles, and remedies from the City's first doctors
- Early U.S. mail and water bags used by Winter Park mail carriers,
- Early campaign and voting records including City poll tax receipts,

- Postcard collection of more than 1,000 pieces, dating back to the early 1900s
- Prized books and nationally recognized art by Winter Park residents
- Map Collection dating back to 1884
- City brochures dating back to 1888
- The artistic and cultural contributions that define our City including the Bach Festival, the Winter Park Sidewalk Festival, and the Annie Russell Theatre

Rotating Exhibitions

In addition to the new permanent exhibition, the WPHM would continue to research and design small exhibitions which highlight specific topics. Our current rotating exhibition is “Retailing Our Story”, a tribute to Winter Park’s iconic shops and restaurants and based on a public survey of favorite businesses. The following are previous rotating exhibition examples: *Rollins, the First 50 Years*; *Life on the Homefront* which recreated the story of a small-town during WWII; *Growing Up Wildcat*, the history of the Winter Park High School and “*Wish You Were Here*”, the evolution of tourism in Winter Park.

Children’s Room

The WPHM envisions an interactive museum for all ages. Our Museum has always provided a specially designed children’s area for each exhibition. In this expanded setting, a greater variety of educational opportunities would be available to young minds discovering their town’s history, and in doing so, discovering their personal roots. For instance, the Museum would have space to provide a permanent display of our “Hands on History” program, a place for children to explore and experience objects from previous decades.

Benefits:

A larger, accessible space would benefit both the operation of the WPHM and the residents we serve in the following ways:

- Improved handicap access. (Currently wheelchair guest access must be coordinated with the Farmer’s Market.)
- A larger facility will permit larger group tours.
- Larger facilities provide opportunity for more speaker programs and community receptions within the Museum.
- Oral histories, dating back to the 1960s, would be open to the public and a space provided for private listening.
- On-site storage space for the Archival Collection would allow for a quicker response time to the community’s request for information.
- Winter Park High School and Rollins memorabilia, photo images and yearbooks would be readily available to the community.
- The Museum would be a worthy addition to the “cultural corridor” formed by the new Rollins Museum of Art and the Alford Inn art collection.
- The overall benefit would be a permanent home for our City’s history. The community would be provided with a much-improved space devoted to the impact and importance of our shared heritage.

History has been the guide and guardian of our City. It influences and benefits every citizen in Winter Park. It defines who we are today, while providing our direction for tomorrow. And the City's history, which crafted the village style and intimacy, is the reason that we host hundreds of thousands of visitors a year. In fact, since 2021 the Museum has welcomed visitors from 71 Florida towns, 41 states and 22 countries.

The WPHM is grateful to the Commission for your consistent support and recognition of historic preservation in all its forms and for this opportunity to be considered for this project.

Winter Park Playhouse



April 28, 2023

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

Dear City Staff, Mayor & Commissioners,

I am submitting this letter to notify you of The Winter Park Playhouse's interest in partnering with the City of Winter Park to build a new theatre building on the former Winter Park Library site.

The Winter Park Playhouse is a 501 (c)(3) non-profit professional theatre that has proudly served more than 400,000 Winter Park residents and visitors over the past 21 years. It is dedicated to building community and enhancing quality of life by providing year-round musical programming that entertains, uplifts and inspires. The dynamic Mainstage Musicals, Spotlight Cabarets, Florida Festival of New Musicals and numerous special events engage more than 20,000 residents and visitors each year.

The outstanding community outreach programs ensure that all residents have access to quality arts experiences by providing free performances and classes to Winter Park's underserved children and seniors at the community center, nurseries/schools and long-term care communities.

The Playhouse is losing its lease after 22 years and needs to secure a new, long-term home in the city. The old library site would be a wonderful location for a beautiful new theatre as it would mark the entrance into downtown and significantly support the businesses on and around Park Avenue. The organization has a 20+ year history of responsible fiscal management and successful fundraising and as such, has the capability to raise the funds needed to build a new theatre. The desired building specs are:

- 12-15,000 square feet
- 20-25 foot ceilings in theatre auditorium (approx. 5,000 sq. ft. of building)
- 150-175 seats (Requires 38-44 parking spaces per city code)

The Winter Park Playhouse is an integral part of what makes Winter Park "The City of Culture and Heritage" and a spectacular place to live and visit. We are excited about the opportunity to build a new theatre that will serve this extraordinary community for many years to come!

Thank you for your time and consideration.

Heather Alexander
Executive Director

Board of Directors

Roger Blauvelt (President) Roy Alan Gordon Blitch Jocelyn Bouchard Cathleen Cooper Rep. Anna V. Eskamani
George Fender Cris Heceta Nathaniel Howard Dr. Armon Jadidian Dr. Judith Marlowe Heather Alexander (ex officio)

711 N. Orange Ave. Suite C Winter Park, FL 32789 407-645-0145 winterparkplayhouse.org

Winter
Park
Sidewalk
Art Festival



April 28, 2023

Jennifer Maier

Procurement Manager

Email: jmaier@cityofwinterpark.org

Phone: (407) 599-3267

RE: Letter of Interest – Local Non-Profit Organizations

Dear Jennifer,

It is a pleasure to submit this Letter of Interest (LOI) on behalf of The Winter Park Sidewalk Art Festival (WPSAF). Last month we held the 64th annual festival in downtown Winter Park and the event was another success for the artists, the City and everyone who came out to be part of this annual tradition. We pride ourselves in making a significant contribution to the City's grand history of Arts & Culture and we look forward to producing our event each year.

The event requires a year-long planning effort along with constant administrative tasks behind the scenes. Our volunteer board of directors meet regularly throughout the year and various committees are already hard at work for the next year's event. We currently occupy a rented space that serves as the base of operation for the festival board along with our associate organization, The Winter Park Sidewalk Art Festival Foundation. We hold meetings there, take care of business functions and store our extensive poster collection. The opportunity to partner with the City and other local non-profit organizations in repurposing the library building could help us achieve the goal of finding a permanent home and continue to enhance the awareness and visibility of Arts & Culture in the City.

Our mission statement reads like this: **The Festival is committed to providing an enjoyable, fulfilling, and profitable experience for artists and the Central Florida Community, while enhancing art appreciation, art education, and community spirit.**

This opportunity furthers our mission and opens new venues to advance the art appreciation and art education aspects of our organization.

The following are responses to the questions posed in the Letter of Interest request:

1. Does our organization have the fundraising capability to build out your space at that location?

Yes, our organization is on solid financial footing and regularly fundraises for our event.

2. How much space/square footage would your organization need?

Currently, we lease approximately 800 square feet. We would need the equivalent of that for basic functions. The space is not big enough for our board meetings and we partner with the City to hold those meetings at the Community Center. However, it would be great to partner with the other groups

for a shared meeting space for board meetings and other gatherings. That space could be in the range of 1,500 square feet, similar to one of the meeting rooms we currently use in the Community Center.

Additionally, this is a unique and maybe once in a lifetime opportunity to find a space in which to display the City's Best of Show collection. Our volunteers could help curate, monitor and promote the collection in a museum-like setting. While we have not attempted to design, and lay out what a permanent museum quality space would look like, we are confident that the building could provide excellent accommodations. The space could also provide a permanent public facing home for the future Best of Show winners to be displayed and maintained. We would absolutely welcome the opportunity to work with the City to make this a reality.

3. What is your intended use of the space?

The 800 square feet would be used for administrative office functions, storage and small gatherings. Based on initial assessments, we are confident that our use of the spaces would not require any significant new construction. A shared meeting space would be in addition to the festival occupied office space. We hold regular meetings in the evenings twice a month where our +/-40 board members gather to plan for the festival and those meetings would take place in that space. The bigger opportunity of the display space for the Best of Show collection would function as a public facing art gallery or museum space.

We are an active member of the Arts and Culture Alliance and look forward to partnering with the other organizations to bring life back into the City's library building. Our entire board is excited about this opportunity, and we appreciate your consideration of our Letter of Interest. We look forward to discussing this further. Please use our collective email address below or reach out to me directly at 407-668-7646 as a point of contact for this LOI on behalf The Winter Park Sidewalk Art Festival Board.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Witherspoon', with a stylized, flowing script.

Greg Witherspoon, PLA, AICP

WPSAF board member for 10 years and past WPSAF Co-President 2020 and 2023

**The Winter Park Sidewalk Art Festival, P.O. Box 597, Winter Park, FL 32790
Ph. 407-644-7207 Email: wpsaf@wpsaf.org Website: www.wpsaf.org**



1. SCOPE OF SERVICES

1.1. Scope of Work

The City of Winter Park seeks proposals to utilize the 460 E. New England Avenue parcel. This could include reusing or demolishing the building and/or constructing something new. Preference will be given to projects that have an arts and culture component.

1.2. Property Details

Parcel ID #: 05-22-30-9400-60-010

Address: 460 E. New England Avenue, Winter Park, FL 32789

Parcel Size: 1.75 acres (approximately 33,000 square foot building)

Zoning: The property is currently zoned R4, limited to 100% FAR.

1.3. Project Details

The City Commission desires to ensure managed growth and preserve the arts, culture, and natural environment that makes Winter Park unique.

The building comprises three large floor plates, each approximating about 11,000 SF. The internal floor plans are primarily wide open with high ceilings; the existing floor plans are attached. The building was constructed in 1978, and the third floor was added later to accommodate space needs. Repurposing the building for other uses and bringing it up to applicable codes will likely be necessary. The building has a single elevator that must be brought up to code. An assessment of building needs and scenarios is attached to this document as Exhibit X.

The site is located next to single-family residential property to the north, and consideration for those residents must be factored into any proposal.

Structural engineers have indicated the roof would require significant restructuring of the building's foundations and supports to accommodate any use of the rooftop. Any proposal with a rooftop element should also include proof of structural integrity.

1.4. Project Design Guidelines

The Commission has highlighted several components of a favorable proposal:

- The oak tree located on the East side of the building must be preserved and adhere to setbacks;
- The Commission's preferred zoning is C-3A - 17 d/u, no residential units on the first floor;
- All parking must be on-site; and
- Preference will be given to arts, culture, and non-profit organizations



1. SCOPE OF SERVICES

1.1. Scope of Work

The City of Winter Park is seeking proposals to activate the space above the parking area at the future Seven Oaks Park with a building over the parking area. It is envisioned that the building will be used to create community engagement through serving as a venue for performing arts, local history, art display or training, and/or other arts & culture use, community gathering spaces and ancillary supportive facilities (coffee, bakery, cafe, etc.).

1.2. Property Details

Address: 1150 Orange Ave (multiple addresses)

The City's contribution: The City will contribute the air rights to no more than 13,000 square feet above a parking lot designed to support the park and neighboring commercial corridor. No funding for the project will be provided by the City; however, the City may partner with a successful proposer to install solar panels on the facility at the City's cost.

1.3. Project Details

The Commission has established the following requirements for potential proposers to consider:

- Use must require less than 60 parking spaces, and be mostly used after normal hours. Cannot compete parking needs for work week business needs (Monday - Friday 7am - 6pm)
- Office users will not be considered.



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in-person.)	meeting date May 10, 2023
prepared by Rene Cranis	approved by Charles Ramdatt, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance 3271-23 - Partial vacation of Havilah Park Plat and vacation and termination of easements at 900 and 950 N. Orlando Ave. (2nd reading)

motion / recommendation

Approval of Partial Vacation of Play and Vacation and Termination of Easements at 900 and 950 N Orlando Ave

background

In order to facilitate new development on the properties known collectively as 900 and 950 N Orlando Avenue, the applicant seeks to both eliminate easements crossing the site that are no longer required by the City and consolidate easements and associated utilities still in use by the City to a central corridor that is compatible to the future development. The applicant also seeks to vacate and annul the record subdivision plat underlying the properties that was recorded in 1926.

Staff agrees this easement section is appropriate to vacate.

alternatives / other considerations

fiscal impact

No fiscal impact as part of this action

ATTACHMENTS:

[Ordinance Approving Partial Vacation of Plat and Vacation and Termination of Easements 900 and 950 N Orlando Ave.doc](#)

ATTACHMENTS:

Utilities Easement - City of Winter Park _ HG7 (Lee Road).DOC

After Recording Return To:
City of Winter Park, City Clerk's Office
401 Park Avenue South
Winter Park, Florida 32789

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE PARTIAL VACATION OF THE HAVILAH PARK PLAT (PLAT BOOK O, PAGE 144) WITHIN THE BOUNDARIES OF THE PROPERTY LOCATED AT 900 AND 950 N. ORLANDO AVENUE OWNED BY HILL/GRAY SEVEN, L.L.C. AND HAVING ORANGE COUNTY TAX PARCEL NUMBERS 01-22-29-3452-02-010 AND 01-22-29-3452-01-080; PROVIDING FOR THE VACATION AND ABANDONMENT OF THE UTILITY EASEMENT RESERVED BY ORDINANCE NO. 1399; APPROVING THE TERMINATION OF VARIOUS EASEMENTS IN FAVOR OF THE CITY OF WINTER PARK ENCUMBERING THE PROPERTY LOCATED AT 900 AND 950 N. ORLANDO AVENUE AND AUTHORIZING THE EXECUTION OF NECESSARY TERMINATION INSTRUMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.

WHEREAS, Hill/Gray Seven, L.L.C. ("Applicant") is the fee simple owner of that certain property located at 900 and 950 N. Orlando Avenue, Winter Park, Florida, and legally described in **Exhibit "A"** attached hereto and incorporated herein ("Applicant's Property"); and

WHEREAS, Applicant has filed an application to partially vacate the plat of Havilah Park within the boundaries of the Applicant's Property and to vacate and terminate multiple easements held by the City of Winter Park and to cause a 15 foot-wide replacement utilities easement to be granted to the City of Winter Park; and

WHEREAS, it has been determined that Applicant has caused the publication of the required notice of intent to vacate pursuant to general law and have paid all outstanding ad valorem taxes for Applicant's Property; and

WHEREAS, the City of Winter Park has authority and jurisdiction for the review and approval of the platting of lands and vacation of plats within the corporate limits of the City; and

WHEREAS, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter, including with respect to abandoning and vacating plats, rights-of-way and easements no longer needed for municipal or public purposes; and

WHEREAS, the City has determined that the easements vacated and/or terminated herein are no longer needed by the City of Winter Park, provided that Applicant grants the Replacement Utilities Easement described herein; and

WHEREAS, the notice of intent requirements of Section 177.101, Florida Statutes in regards to vacating and abandoning portions of plats have been complied with; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the public safety, health and welfare.

NOW, THEREFORE, BE IT ENACTED by the City of Winter Park, Florida as follows:

Section 1. Partial Plat Vacation. The City Commission hereby declares that the portion of the Havilah Park plat as recorded in Plat Book O, Page 144, Public Records of Orange County, Florida, within the legal description of Applicant's Property described in **Exhibit "A"** is hereby vacated and annulled and the same is hereby returned to non-platted acreage.

Section 2. Vacation and Abandonment of Utility Easement Reserved by Ordinance No. 1399. The City Commission hereby declares that the portion of the utility easement encumbering the Applicant's Property that was reserved by Ordinance No. 1399 (vacating the Quaker Avenue public right-of-way) recorded at Official Records Book 3286, Page 1868 (and OR BK 3466, PG 552; OR BK 3269, PG 1264) is hereby vacated and abandoned. Further, the City Commission authorizes the termination of Encroachment Agreement recorded at Official Records Book 8595, Page 435, Public Records of Orange County, Florida that relates to the utility easement being vacated and abandoned by this Section. The City Manager is authorized to execute and deliver for the City of Winter Park the necessary termination of said Encroachment Agreement.

Section 3. Vacation and Abandonment of Utility Easement evidenced by Special Warranty Deed. The City Commission hereby declares that the portion of the utility easement (dated July 20, 1971) in favor of the City of Winter Park encumbering the Applicant's Property as evidenced by Special Warranty Deed recorded in Official Records Book 3153, Page 1373, Public Records of Orange County, Florida, is hereby vacated, abandoned and terminated.

Section 4. Termination of Grant of Easement. The City Commission hereby approves the City of Winter Park's termination of the Grant of Easement in favor of the City of Winter Park recorded at Official Records Book 3831, Page 3266 and Bill of Sale recorded at Official Records Book 3981, Page 1337 to the full extent such encumbers the Applicant's Property. The City Manager is authorized to execute and deliver for the City of Winter Park the necessary termination of said Grant of Easement and Bill of Sale.

Section 5. Termination of Utility Easement. The City Commission hereby approves the City of Winter Park's termination of the Utility Easement in favor of the City of Winter Park recorded at Official Records Book 3981, Page 1335, Public Records of Orange County, Florida. The City Manager is authorized to execute and deliver for the City of Winter Park the necessary termination of said Utility Easement.

Section 6. Termination of Florida Power Corporation Easement Assigned to the City. The City Commission hereby approves the City of Winter Park's termination of the Easement in favor of Florida Power Corporation (as assigned to the City of Winter Park) recorded at Official Records Book 570, Page 600, Public Records of Orange County, Florida. Further, the City Commission authorizes the termination of Encroachment Agreement recorded at Official Records Book 8595, Page 435, Public Records of Orange County, Florida that relates to the easement approved for termination by this Section. The City Manager is authorized to execute and deliver for the City of Winter Park the necessary termination of said Easement and Encroachment Agreement.

Section 7. Termination of Distribution Easement. The City Commission hereby approves the City of Winter Park's termination of the Distribution Easement in favor of Florida Power

Corporation (as assigned to the City of Winter Park) recorded at Official Records Book 3707, Page 658, Public Records of Orange County, Florida. The City Manager is authorized to execute and deliver for the City of Winter Park the necessary termination of said Distribution Easement.

Section 8. Replacement Utilities Easement. As a condition to the vacation and termination of the easements set forth in this Ordinance, the Applicant must grant to the City of Winter Park, by executing and recording, a replacement 15 foot-wide utilities easement running east and west across the entire depth (260.00 feet) of the Applicant's Property, connecting Galloway Drive and N. Orlando Avenue, with such utilities easement being in a form and with terms acceptable to the City ("Replacement Utilities Easement"). Nothing in this Ordinance is intended to terminate or release the Replacement Utilities Easement.

Section 9. Conflicts. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls to the extent of the conflict.

Section 10. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 11. Effective. This Ordinance shall take effect immediately upon its passage and adoption.

Section 12. Recording. Provided that the Replacement Utilities Easement is executed and recorded, this Ordinance shall be recorded in the public records of Orange County, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the _____ day of _____, 2023.

Phil Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk

EXHIBIT "A"
Applicant's Property

TAX PARCEL ID NUMBERS.: 01-22-29-3452-02-010 and 01-22-29-3452-01-080

PARCEL 1:

BEGIN AT THE NORTHEAST CORNER OF LOT 13, BLOCK 1, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GALLOWAY DRIVE THE FOLLOWING THREE COURSES AND DISTANCES; S 00 DEGREES 00'00" W A DISTANCE OF 301.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 21.95 FEET, A CHORD BEARING OF S 18 DEGREES 23'46" W A CHORD DISTANCE OF 9.62 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 18'13" A DISTANCE OF 9.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 296.50 FEET, A CHORD BEARING OF S 18 DEGREES 43'59" W, A CHORD DISTANCE OF 51.58 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9 DEGREES 58'51", A DISTANCE OF 51.65 FEET TO THE SOUTHEAST CORNER OF LOT 18, BLOCK 2; THENCE S 89 DEGREES 48'30" W ALONG THE SOUTH LINE OF LOT 18 AND THE SOUTH LINE OF LOT 3, BLOCK 2, A DISTANCE OF 240.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH ORLANDO AVENUE; THENCE N 00 DEGREES 00'00" W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 75.00 FEET; THENCE N 89 DEGREES 48'30" E A DISTANCE OF 125.00 FEET; THENCE N 00 DEGREES 00'00" E A DISTANCE OF 107.48 FEET; THENCE S 89 DEGREES 07'42" W A DISTANCE OF 125.00 FEET TO A POINT ON AFORESAID EAST RIGHT-OF-WAY LINE; THENCE N 00 DEGREES 00'00" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 178.00 FEET TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 1; THENCE N 89 DEGREES 37'16" E ALONG SAID NORTH LINE AND THE NORTH LINE OF AFORESAID LOT 13, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN SPECIAL WARRANTY DEED FROM UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND THE CITY OF WINTER PARK, FLORIDA, RECORDED IN INSTRUMENT NUMBER 20210344029, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:

LOT 1 AND THE NORTH 25 FEET OF LOT 2, BLOCK 2, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH THE SOUTH ONE-HALF OF VACATED QUAKER AVENUE LYING NORTH AND ADJACENT TO SAID LOT 1, BLOCK 2, PURSUANT TO ORDINANCE NO. 1399 RECORDED IN O.R. BOOK 3269, PAGE

1263, O.R. BOOK 3286, PAGE 1868 AND O.R. BOOK 3466, PAGE 552, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT RIGHT-OF-WAY ON WEST.

ALSO DESCRIBED AS:

ALL OF LOTS 11 AND 12 AND A PORTION OF LOTS 8, 9, 10 AND 13, BLOCK 1, AND ALL OF LOTS 18, 19 AND 20 AND A PORTION OF LOTS 1, 2, AND 3, BLOCK 2, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALL OF VACATED QUAKER AVENUE LYING BETWEEN BLOCKS 1 AND 2, PURSUANT TO ORDINANCE NO. 1399 RECORDED IN OFFICIAL RECORDS BOOK 3269, PAGE 1263, OFFICIAL RECORDS BOOK 3286, PAGE 1868 AND OFFICIAL RECORDS BOOK 3466, PAGE 552, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT RIGHT-OF-WAY ON WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 13, BLOCK 1, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH $00^{\circ}16'33''$ WEST ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 47.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LEE ROAD AS RECORDED IN INSTRUMENT NUMBER 20210344029, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN ALONG THE WEST RIGHT OF WAY LINE OF GALLOWAY DRIVE THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) SOUTH $00^{\circ}16'33''$ WEST, 254.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 21.95 FEET, A CHORD BEARING OF SOUTH $18^{\circ}40'19''$ WEST, A CHORD LENGTH OF 9.62 FEET; (2) THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $25^{\circ}18'59''$, AN ARC LENGTH OF 9.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 296.50 FEET, A CHORD BEARING OF SOUTH $19^{\circ}00'32''$ WEST, A CHORD LENGTH OF 51.58 FEET; (3) THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}58'48''$, AN ARC LENGTH OF 51.65 FEET TO THE SOUTHEAST CORNER OF LOT 18, BLOCK 2 OF SAID HAVILAH PARK; THENCE NORTH $89^{\circ}54'57''$ WEST ALONG THE SOUTH LINE OF LOTS 18 AND 3 OF SAID BLOCK 2, A DISTANCE OF 240.40 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH ORLANDO AVENUE; THENCE NORTH $00^{\circ}16'33''$ EAST ALONG SAID EAST RIGHT OF WAY LINE, 270.66 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF LEE ROAD; THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES; (1) NORTH $29^{\circ}29'05''$ EAST, 21.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING OF NORTH $46^{\circ}49'11''$ EAST, A CHORD LENGTH OF 21.47 FEET; (2) THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $34^{\circ}41'32''$, AN ARC LENGTH OF 21.80 FEET; (3) THENCE NORTH $64^{\circ}09'57''$ EAST, 17.44 FEET; (4) THENCE SOUTH $89^{\circ}58'53''$ EAST, 218.16 FEET TO THE POINT OF BEGINNING.

Return to:
City Clerk
Reference: Water & Wastewater Department
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

UTILITIES EASEMENT

THIS UTILITIES EASEMENT, made this _____ day of _____, 2023, by **HILL/GRAY SEVEN, L.L.C.**, a Florida limited liability company, whose address is 1350 City View Court, Oviedo, FL 32765, hereinafter called the “Grantor”, in favor of the **CITY OF WINTER PARK**, a Florida municipal corporation, whose address is 401 Park Avenue South, Winter Park, FL 32789, hereinafter call the “Grantee”.

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) and the benefits to Grantor’s Property (which is legally described in **Exhibit “A”** attached hereto) across which this easement is granted and certain other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assigns a non-exclusive perpetual easement (the “Easement”) for construction, installation, repair, replacement, reconstruction, maintenance, control, operation, use, and modification of public utilities and facilities, including but not limited to sewer lines, water lines, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, stormwater drainage lines, fiber optic cables and other public utilities facilities of every type, including without limitation, mains, pipes, pumps, valves, wires, structures, boxes, manholes, electrical controls, cables and similar appurtenances (herein collectively the “Utilities”). The Easement shall be over, under, through, and across the real property described in **Exhibit “B”**, a copy of which is attached hereto and incorporated herein by this reference (the “Easement Area”).

Grantee shall not construct, install, or place, nor allow a third party to construct, install, or place, any Utilities or any other improvements above ground level within the Easement Area, or diminish or substantially add to the ground level within said Easement Area without Grantor’s express written consent. Grantee is allowed to install and maintain manholes at grade. Grantee shall only construct, install, or place the Utilities under the ground level within the Easement Area.

The rights granted to Grantee by Grantor specifically include, but are not limited to, the right to control, construct, reconstruct, repair, replace, operate, use, maintain, and modify Utilities within the Easement Area, at Grantee’s sole discretion. Grantor shall maintain the surface improvements including pavement, sod and landscaping within the Easement at Grantor’s sole cost and expense. Grantee shall not be responsible for repair, replacement or maintenance of pavement, sod and landscaping disturbed, damaged or destroyed during or through the exercise of the intended purposes of the Easement. Grantee shall only be responsible for the maintenance and repair of improvements within the Easement Area that Grantee constructs or accepts responsibility for maintenance. Further, Grantor grants to Grantee the non-exclusive right of pedestrian, vehicle and equipment ingress and egress to and from the Easement Area and public rights-of-way over and across future driveways and drive aisles of the Grantor’s Property in order to exercise all rights and purposes of the Easement; provided, that Grantee will make reasonable efforts to minimize interference with Grantor’s use and enjoyment of the Grantor’s Property while exercising such ingress and egress.

Subject to prior review and approval by the Grantee of Grantor's proposed utility relocation plans and proposed relocated easement, the Grantor will have a reasonable right of relocation of the Utilities to a different location on the Grantor's Property at Grantor's expense, provided that there is no interruption or inefficiency caused in Grantee's utilities services derived from the Utilities being relocated and Grantee is provided with a substantially similar replacement easement. Upon final completion of any utilities relocation contemplated by this paragraph, the Grantor and Grantee will execute and record an amendment to this instrument to modify the Easement Area to accommodate the relocation of Utilities.

The Grantee shall be responsible for any liability imposed by law as the result of persons being injured on or by the improvements within the Easement Area that are constructed by Grantee or accepted in writing for maintenance by Grantee; provided however, nothing herein is intended as or constitutes a waiver of the Grantee's sovereign immunity protections and defenses or any other protections and defenses afforded under law. All covenants, terms, rights, and provisions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD, this Easement unto the Grantee and its successors and assigns forever.

Provided such improvement and activities do not interfere with Grantee's Utilities and Easement rights and Grantor complies with other requirements herein, Grantor shall have the right to construct, operate, maintain and repair those certain improvements within the Easement Area described and depicted in **Exhibit "C"** attached hereto (the "Encroaching Improvements").

Grantor agrees to ensure that the Grantor and the Encroaching Improvements do not damage the Grantee's Utilities located in the Easement. In the event Grantor or the Encroaching Improvements does in fact damage said Utilities, Grantor must repair said damage immediately and at Grantor's expense; or at the option of the Grantee, Grantee will repair said damage and Grantor must immediately thereafter reimburse Grantee for said cost and expense. In addition, Grantor must reimburse Grantee for any and all additional cost and expense incurred by Grantee to the extent such additional cost and expense was necessitated by reason of the Encroaching Improvements encroachment within the Easement Area; including any cost and expense associated with obtaining manual access to the Utilities within the Easement Area. If the Grantor fails to reimburse the Grantee for any costs or expense due pursuant to this instrument, the Grantee shall have the right to file a notice of lien against the Grantor's property for which the Easement Area is a part for the amount owed plus interest accruing at a rate of twelve percent (12%) per annum. The recorded notice of lien shall constitute a lien upon the Grantor's property and the lien may be foreclosed upon for the benefit of the Grantee any time after thirty (30) days after the Notice of Lien has been recorded in the public records. Grantee may foreclose the lien in accordance with the procedures established in Chapter 702, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Grantor may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest, plus attorney's fees and costs incurred by the Grantee in filing and collecting upon the lien.

Further, Grantor assumes the risk of installing, constructing and maintaining structures and improvements upon the Grantor's property proximate to the Easement Area knowing full well that the Grantee's operation, maintenance and repair activities within the Easement Area, including without limitation, the excavation of soils and utility line breaks, can cause or result in destabilizing soil conditions. Grantor is fully responsible for the installation, construction and maintenance of structures and improvements in a manner to handle such potential conditions. To the fullest extent permitted by law, Grantor hereby indemnifies and agrees to hold harmless the Grantee, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees (at all trial and appellate levels), arising out of or resulting from: (i) the installation, construction, location, and maintenance of the Encroaching Improvements on and within the Easement Area; (ii) damage caused to

structures and other improvements upon the Grantor's property installed, constructed and maintained within 15 feet from the Easement Area due to the Grantee's operation, maintenance and repair of the Utilities; and (iii) the risks assumed by Grantor under this instrument. Nothing herein shall be deemed or constitute a waiver of any privilege, immunity or defense under the law by the Grantee or any Grantee official, officer, agents and employees, including without limitation, sovereign immunity protections.

In no event shall Grantee be restricted in any manner from accessing, maintaining, repairing or reconstructing the Utilities located in the Easement Area, and to the fullest extent permitted by law, Grantor hereby indemnifies and agrees to hold harmless the City, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the Grantee's exercise and use of the Easement. Grantee shall not be required to repair or reconstruct the Encroaching Improvements if they are damaged by virtue of the Grantee's operation, accessing, maintenance, repair and reconstruction of the Utilities or exercise of the Grantee's rights under this Easement.

Except for Grantee approved Encroaching Improvements, the Grantor(s), their heirs, successors and assigns, shall not build, construct or create, nor permit others to build, construct or create any buildings or other structures within the Easement and Grantor shall not construct or create, nor permit others to construct or create any other improvement or obstruction that may interfere with Grantee's normal operation, use or maintenance of the Easement and the utilities and facilities therein, and Grantor(s) shall not interfere with the Utilities within the Easement Area. Grantee shall have the right to clear unauthorized obstructions from the Easement Area. The Grantor warrants that Grantor is fee simple owner of the Easement Area and Grantor's Property and has the authority to grant the Easement herein.

Wherever used herein, the terms "Grantor(s)" and "Grantee") include their respective heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations.

IN WITNESS WHEREOF, Grantor(s) has/have executed this Easement by the day and year first written above.

Signed, sealed and delivered
In the presence of these witnesses:

GRANTOR:
HILL/GRAY SEVEN, L.L.C., a Florida
limited liability company

(Signature)

(Signature)

(Print Name)

By: _____
(Print Name)

(Signature)

Its: _____

(Print Name)

STATE OF _____}
COUNTY OF _____}

The foregoing instrument was acknowledged before me by [] physical presence or [] via online notarization, this ____ day of _____, 2023, by _____ who is _____ of HILL/GRAY SEVEN, L.L.C., who is personally known to me () or who has produced identification () of the following type(s): _____.

NOTARY PUBLIC

NOTARY STAMP

(Signature)

(Print Name)

C:\Users\stewarsg\AppData\Local\Temp\Scrub\3inmbnki\fnvde5jw.DOC

EXHIBIT "A"
Grantor's Property

PARCEL ID NUMBERS.: 01-22-29-3452-02-010 and 01-22-29-3452-01-080

PARCEL 1:

BEGIN AT THE NORTHEAST CORNER OF LOT 13, BLOCK 1, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GALLOWAY DRIVE THE FOLLOWING THREE COURSES AND DISTANCES; S 00 DEGREES 00'00" W A DISTANCE OF 301.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 21.95 FEET, A CHORD BEARING OF S 18 DEGREES 23'46" W A CHORD DISTANCE OF 9.62 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 18'13" A DISTANCE OF 9.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 296.50 FEET, A CHORD BEARING OF S 18 DEGREES 43'59" W, A CHORD DISTANCE OF 51.58 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9 DEGREES 58'51", A DISTANCE OF 51.65 FEET TO THE SOUTHEAST CORNER OF LOT 18, BLOCK 2; THENCE S 89 DEGREES 48'30" W ALONG THE SOUTH LINE OF LOT 18 AND THE SOUTH LINE OF LOT 3, BLOCK 2, A DISTANCE OF 240.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH ORLANDO AVENUE; THENCE N 00 DEGREES 00'00" W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 75.00 FEET; THENCE N 89 DEGREES 48'30" E A DISTANCE OF 125.00 FEET; THENCE N 00 DEGREES 00'00" E A DISTANCE OF 107.48 FEET; THENCE S 89 DEGREES 07'42" W A DISTANCE OF 125.00 FEET TO A POINT ON AFORESAID EAST RIGHT-OF-WAY LINE; THENCE N 00 DEGREES 00'00" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 178.00 FEET TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 1; THENCE N 89 DEGREES 37'16" E ALONG SAID NORTH LINE AND THE NORTH LINE OF AFORESAID LOT 13, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN SPECIAL WARRANTY DEED FROM UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND THE CITY OF WINTER PARK, FLORIDA, RECORDED IN INSTRUMENT NUMBER 20210344029, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:

LOT 1 AND THE NORTH 25 FEET OF LOT 2, BLOCK 2, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH THE SOUTH ONE-HALF OF VACATED QUAKER AVENUE LYING NORTH AND ADJACENT TO SAID LOT 1, BLOCK 2, PURSUANT TO ORDINANCE NO. 1399 RECORDED IN O.R. BOOK 3269, PAGE

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ALSO DESCRIBED AS:

ALL OF LOTS 11 AND 12 AND A PORTION OF LOTS 8, 9, 10 AND 13, BLOCK 1, AND ALL OF LOTS 18, 19 AND 20 AND A PORTION OF LOTS 1, 2, AND 3, BLOCK 2, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALL OF VACATED QUAKER AVENUE LYING BETWEEN BLOCKS 1 AND 2, PURSUANT TO ORDINANCE NO. 1399 RECORDED IN OFFICIAL RECORDS BOOK 3269, PAGE 1263, OFFICIAL RECORDS BOOK 3286, PAGE 1868 AND OFFICIAL RECORDS BOOK 3466, PAGE 552, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT RIGHT-OF-WAY ON WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 13, BLOCK 1, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH $00^{\circ}16'33''$ WEST ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 47.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LEE ROAD AS RECORDED IN INSTRUMENT NUMBER 20210344029, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN ALONG THE WEST RIGHT OF WAY LINE OF GALLOWAY DRIVE THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) SOUTH $00^{\circ}16'33''$ WEST, 254.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 21.95 FEET, A CHORD BEARING OF SOUTH $18^{\circ}40'19''$ WEST, A CHORD LENGTH OF 9.62 FEET; (2) THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $25^{\circ}18'59''$, AN ARC LENGTH OF 9.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 296.50 FEET, A CHORD BEARING OF SOUTH $19^{\circ}00'32''$ WEST, A CHORD LENGTH OF 51.58 FEET; (3) THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}58'48''$, AN ARC LENGTH OF 51.65 FEET TO THE SOUTHEAST CORNER OF LOT 18, BLOCK 2 OF SAID HAVILAH PARK; THENCE NORTH $89^{\circ}54'57''$ WEST ALONG THE SOUTH LINE OF LOTS 18 AND 3 OF SAID BLOCK 2, A DISTANCE OF 240.40 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH ORLANDO AVENUE; THENCE NORTH $00^{\circ}16'33''$ EAST ALONG SAID EAST RIGHT OF WAY LINE, 270.66 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF LEE ROAD; THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES; (1) NORTH $29^{\circ}29'05''$ EAST, 21.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING OF NORTH $46^{\circ}49'11''$ EAST, A CHORD LENGTH OF 21.47 FEET; (2) THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $34^{\circ}41'32''$, AN ARC LENGTH OF 21.80 FEET; (3) THENCE NORTH $64^{\circ}09'57''$ EAST, 17.44 FEET; (4) THENCE SOUTH $89^{\circ}58'53''$ EAST, 218.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Easement Area

SKETCH OF DESCRIPTION
SHEET 1 OF 2

LEGAL DESCRIPTION:
15' WATER LINE EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF LOT 13, BLOCK 1, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN THENCE S00°16'33"W, ALONG THE EAST LINE SAID LOT 13, A DISTANCE OF 46.67 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GALLOWAY DRIVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES; (1) CONTINUE THENCE S00°16'33"W, A DISTANCE OF 118.71 FEET FOR A POINT OF BEGINNING; (2) CONTINUE THENCE S00°16'33"W, A DISTANCE OF 15.00 FEET; THENCE N89°50'50"W, A DISTANCE OF 260.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF N ORLANDO AVENUE PER OFFICIAL RECORDS BOOK 10706, PAGE 4491, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°16'33"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE S89°50'50"E, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,900 SQUARE FEET OR 0.0895 ACRES MORE OR LESS.



JOB # 905611
CF # ORG-O-144-SOD-WATERLINE
DATE: 03/06/23
SCALE: 1" = 50'
DRAWN BY: DSK

CERTIFIED TO:
HILL/GRAY SEVEN, L.L.C.

LEGEND	
CL	CENTERLINE
CM	CONCRETE MONUMENT
Δ	CENTRAL ANGLE
(D)	DESCRIBED
DB	DEED BOOK
DE	DRAINAGE EASEMENT
ESMT	EASEMENT
FND	FOUND
INST	INSTRUMENT NUMBER
L	ARC LENGTH
(M)	MEASURED
N&D	NAIL AND DISK
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT
PB	PLAT BOOK
PG	PAGE
PGB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY
R	RADIUS
TYP	TYPICAL
UE	UTILITY EASEMENT
#	NUMBER

REVISIONS

GENERAL NOTES:

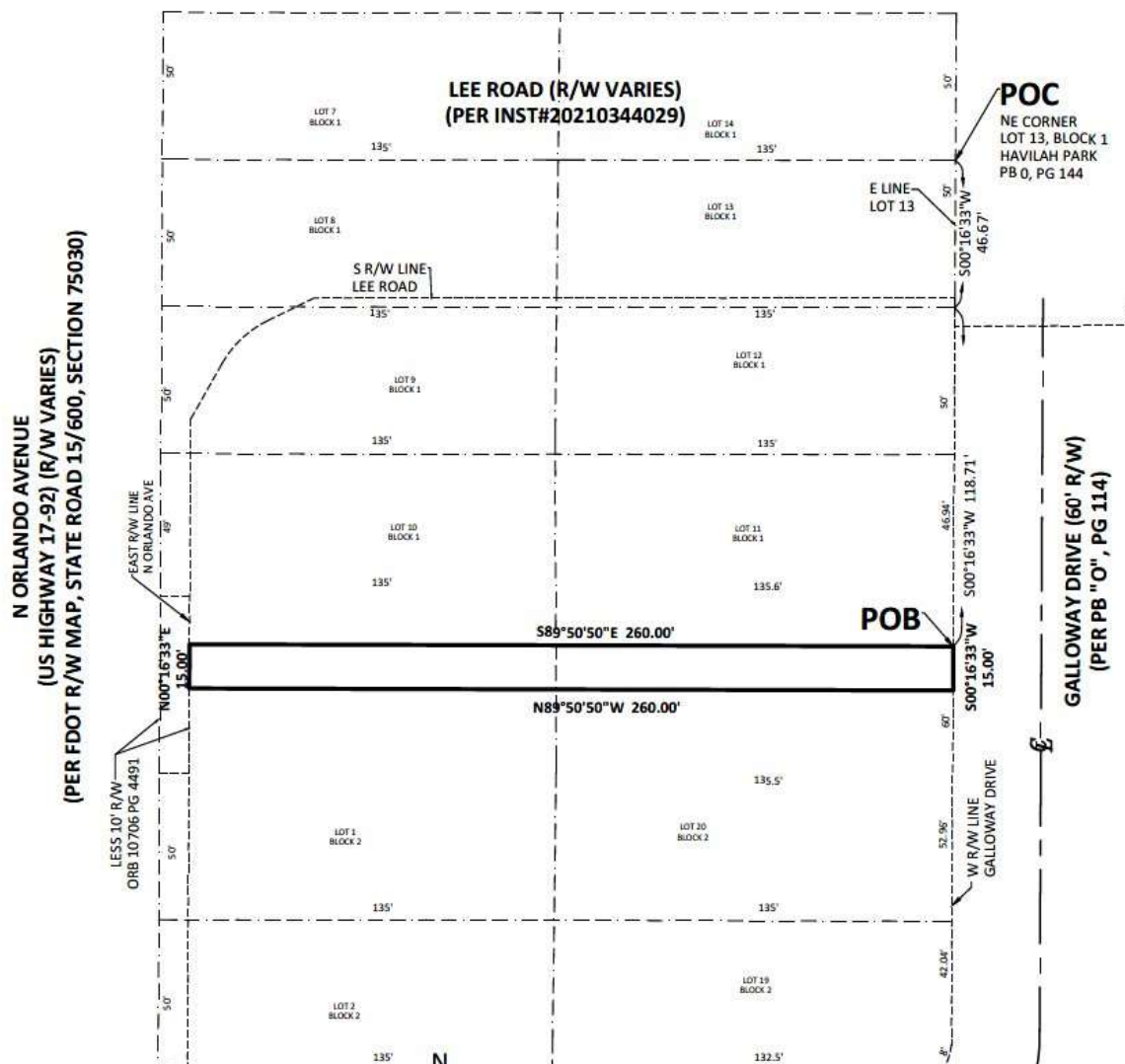
1. Bearing structure is based on the monumented South right-of-way line of Lee Road, being S89°24'35"W assumed.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.
5. This Sketch is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

Digitally signed by James D. Bray
DN: cn=James D. Bray, c=US, o=Florida
Date: 2023-03-10 09:05:05-00

James D. Bray PSM 6507

SKETCH OF DESCRIPTION
SHEET 2 OF 2

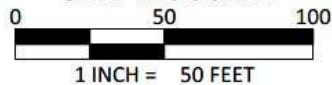


Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE



Encroaching Improvements

The Encroaching Improvements include: water lines, storm drain lines, asphalt, curbing, parking spaces, landscaping, irrigation lines, utility meters, directional signs, sanitary lines, and all other items depicted on the below sketch.

