



City Commission Regular Meeting

Agenda

March 8, 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. [Suhayb Shamsi, Young Muslim Sisters of Central Florida](#) 1 minute

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

- a. [Proclamation for Irish-American Heritage Month](#) 5 minutes
- b. [Proclamation for Education & Sharing Day](#) 5 minutes
- c. [Green Business Award: Climate First Bank](#) 5 minutes

5. City Manager Report

- a. [City Managers Report](#) 5 minutes

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

- a. [Board Appointments:](#) 1 minute
- Public Art Advisory Board - Betsy Gwinn (replaces Michael Barimo)
 - Parks and Recreation Advisory Board - Craig Russell (replaces Annemarie Smith)
 - OAO Architectural Review Board - Tonya Mellen (new)
 - Historical Preservation Board - Lucy Boudet (replaces Karen James)

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 special meeting, February 15, 2023.](#) 1 minute
- b. [Approve the minutes of the regular meeting, February 22, 2023](#) 1 minute
- c. [Approve the minutes of the work session, February 23, 2023](#) 1 minute
- d. [Approve the following piggyback contract:](#) 1 minute

1. Verizon Wireless - State of Florida Contract #DMS-10/11-008C - Mobile Communication Services; For services on an as-needed basis during the remainder of the current term of the Agreement through August 24, 2026; Amount: \$500,000.
- e. [Approve the following contracts:](#) 1 minute
 1. Ovation Construction Co., Inc. - RFQ11-18D - Repair & Construction Services (< \$200k/project); Amount: \$600,000 for services on an as needed basis for the remainder of the current term through May 30, 2023.
 2. Foundation Risk Partners Corp. - RFP2-23 - Liability Insurance Agent / Broker of Record; Amount \$65,000 for City insurance services on an as-needed basis.
- f. [Approve ARPA Funding Allocations - Emergency Stormwater Infrastructure and Fire Training Facility.](#) 5 minutes

10. Action Items Requiring Discussion

- a. [City Banner Program](#) 15 minutes
- b. [Discussion of Solicitation for Activation Space at Progress Point Park.](#) 30 minutes
- c. [Solid Waste Services - Contract Renewal with Waste Pro](#) 30 minutes

11. Public Hearings: Quasi-Judicial Matters

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

- a. [Ordinance - Vacating the western 15 feet of Via Tuscany right-of-way located at 2433 Via Tuscany \(1st reading\)](#) 10 minutes

12. Public Hearings: Non-Quasi Judicial Matters

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

- a. [Ordinance 3261-23: Updating Section 58-87, lakefront and waterfront zoning regulations to update the regulations concerning construction on waterfront lots and as pursuant to the review by the planning and zoning board. \(2nd Reading\)](#) 5 minutes
- b. [Ordinance 3267-23- Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-95 "Definitions" and Article V, "Environmental Protection Regulations" Division 1, "Stormwater Management" adding regulations governing artificial turf installations and maintenance of artificial turf. \(2nd Reading\)](#) 5 minutes

13. City Commission Reports

City Commission – Wednesday, March 8, 2023

14. Summary of Meeting Actions

15. Adjournment



City Commission **agenda item**

item type Invocation	meeting date March 8, 2023
prepared by Kim Breland	approved by
board approval	
strategic objective	

subject

Suhayb Shamsi, Young Muslim Sisters of Central Florida

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Mayor Report	meeting date March 8, 2023
prepared by Craig O'Neil	approved by Clarissa Howard, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Proclamation for Irish-American Heritage Month

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Mayor Report	meeting date March 8, 2023
prepared by Craig O'Neil	approved by Clarissa Howard, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Proclamation for Education & Sharing Day

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Mayor Report	meeting date March 8, 2023
prepared by Victoria Tabor	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Green Business Award: Climate First Bank

motion / recommendation

background

The Department of Natural Resources & Sustainability are recognizing Climate First Bank as a Platinum level Green Business. Their efforts to lower their carbon footprint, promote electrification and further their sustainability efforts as a company makes them stand out in our community. Mayor Anderson will present an award to Climate First Bank after Mia Brady's brief presentation recognizing the green business.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Green Business Recognition Climate First Bank](#)

Green Business Recognition Program



This program acknowledges Businesses in Winter Park that have made substantial efforts to be more sustainable in terms of building efficiency, waste reduction, and consumer choices

There are currently 25+ recognized
business in Winter Park

Green Business Recognition Program



Sustainability pledge:

"Climate First Bank is the world's first FDIC-insured community bank founded to combat the climate crisis. Climate

First Bank has signed onto the Net-Zero Banking Alliance, committing its full loan portfolio to net zero by 2050. Its operations have been net-zero since day one. As a 1% for the Planet member,

Climate First Bank has committed 1% of its revenues to environmental partners every year"



Electric Infrastructure



Other sustainability initiatives



Green Business Recognition Program

Our Green Businesses help keep our city sustainable!



PLATINUM

WINTER PARK
GREEN BUSINESS
recognition program

Climate First Bank

Climate First Bank is the world's first FDIC-insured community bank founded to combat the climate crisis. Climate First Bank has signed onto the Net-Zero Banking Alliance, committing its full loan portfolio to net zero by 2050. Its operations have been net-zero since day one. As a 1% for the Planet member, Climate First Bank has committed 1% of its revenues to environmental partners every year.

THANK YOU FOR YOUR OUTSTANDING EFFORTS 

THE CITY OF WINTER PARK **sustainability** DIVISION



City Commission **agenda item**

item type City Manager Report	meeting date March 8, 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:

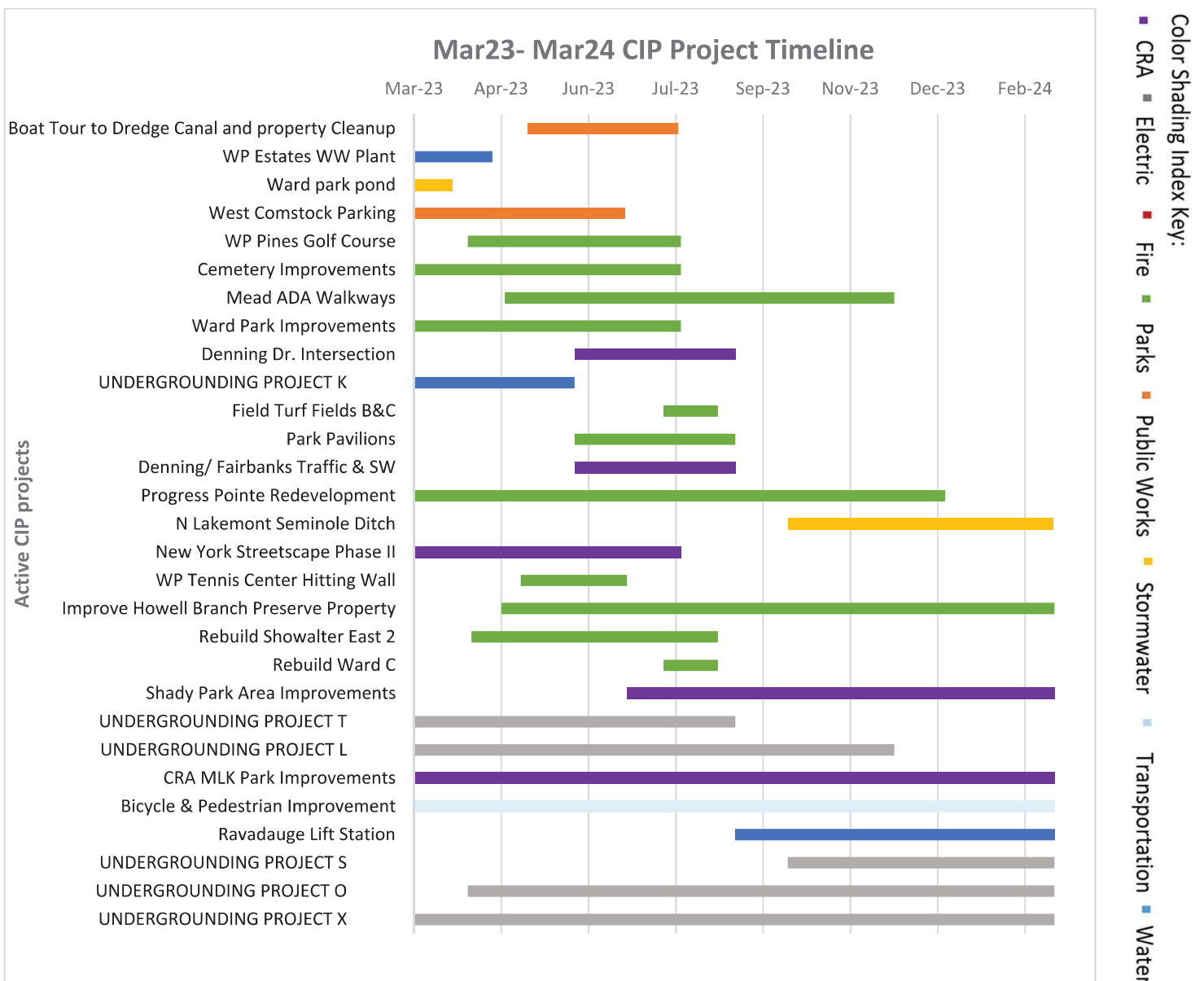
[City Managers Report 3.8.23.pdf](#)



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 52	25	14	13



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. RRFB for Mizell Ave by the hospital and Denning Dr south of Webster Ave have been installed. 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	Staff is proceeding with memorial corner design to integrate a sculpture element into the corner and overall park improvement. Proposals for art design are due March 3rd. A joint CRA/Parks Advisory Board meeting is scheduled on March 9th to review the proposed MLK playground material.	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 90%. Staff is reaching out to OCPS as a courtesy. Working through internal review with anticipated construction date of summer 2023.	Investment in Public Assets & Infrastructure	CRA
Denning/ Fairbanks Traffic & SW	Design schematics complete for transportation improvements, and sent for comment by FDOT including a separate southbound right turn lane to ease traffic congestion. Plans in coordination with FDOT and city consultant Kimley-Horn for permitting with solicitation and bid forthcoming. Anticipated construction is Summer 2023.	Investment in Public Assets & Infrastructure	CRA
Dinky Dock Renovations	Concept approved by PRAB. Work is being performed internally by our Public Works department. Scheduled to commence April.	Exceptional Quality of Life	Public Works
Downtown Enhancements	Assessing needs of downtown area.	Exceptional Quality of Life	CRA

Project	Project Update	Strategic Objective	Division
EL 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
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
Fire Safety Equipment	Station 61 floor resurfacing is complete. The alerting system will be going to bid for RFP. The CAD vendor has finished the software updates.	Public Health & Safety	Fire
Improve Howell Branch Preserve Property	Commission approved design concept on 10/12 and City and Dix Hite are moving forward with permitting process. Dix Hite is anticipated to produce 60% design in March for construction bidding to commence.	Investment in Public Assets & Infrastructure	Parks
Improve Mead Garden	Work is being scheduled for this Spring 2023 to update the walkways in phase 1 main ada trail loop. Mead board is determining pavilion replacement.	Exceptional Quality of Life	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	Rehabilitating Lift Station #26 (New York).	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

Project	Project Update	Strategic Objective	Division
Shady Park Area Improvements	Staff has met with the artist and community stakeholders with an agreed upon work plan. Next meeting is March 9th with stakeholders to review artist concept. 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	Working on ADA walkways and final draft plans for concession stand.	Exceptional Quality of Life	Parks
Water Treatment Plants R&R	Reviewing water treatment plant conditions for future rehabilitations next fiscal year.	Investment in Public Assets & Infrastructure	Water & Sewer
WP Pines Golf Course	ADA restroom and plumbing improvements are scheduled for Summer 2023. Contracted canopy replacement and expansion for clubhouse/bar has been awarded and start date is being scheduled.	Investment in Public Assets & Infrastructure	Parks

Title 2: Active Status

Project	Project Update	Strategic Objective	Division
Cemetery Improvements	Structures are fabricated and should be delivered and installed by Spring 2023. Site preparations and landscape/greenscreen install is underway.	Investment in Public Assets & Infrastructure	Parks
EL 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 68.5% complete Project R: 4.31 miles 37.8% complete Commission approved advancement Residential Service Conversions (RSC) Fiscal YTD: 127 TOTAL so far for FY 2023: 0.03 miles	Investment in Public Assets & Infrastructure	Electric
Facility Capital Improvements	Scheduling HVAC replacements for the remaining water plants with installs to be completed over the next couple of months. Evaluating HVAC replacement for Emergency Operations. Building 10 is	Investment in Public Assets & Infrastructure	Public Works

Project	Project Update	Strategic Objective	Division
	scheduled to be painted over the next month.		
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
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.	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
Signalization Upgrade	New controllers have been purchased and delivered. The four intersections that are being tested will be converted to the new controllers that are consistent with FDOT's controllers. 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 Fire Department preemption system. Phase 1 preemption installation has started and should be completed in 1-2 months. Planning for phase ii preemption installation will start in March.	Investment in Public Assets & Infrastructure	Transportation
Stormwater Rehab	Hurricane Ian has introduced several pipe failures in the City's storm sewer system. Pipe lining on Whitehall Drive and Whitesell Drive is complete. Storm pipe cleaning is being scheduled for Winter park Pines Golf course.	Investment in Public Assets & Infrastructure	Stormwater
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 March 2023.	Investment in Public Assets & Infrastructure	Stormwater

Project	Project Update	Strategic Objective	Division
Winter Park Sports Complex	Baseball Fields complete. Drainage work on field 7 outfield to be complete. Scheduling Turf fields work to begin first quarter of 2023.	Investment in Public Assets & Infrastructure	Parks
WP Estates WW Plant	Contractor is mobilizing and has initiated permitting with City Building Department. Contractor scheduling project kickoff activities.	Investment in Public Assets & Infrastructure	Water & Sewer

Title 3: Pending Status

Project	Project Update	Strategic Objective	Division
Cady Way Pool Improvements	Contract has been awarded to vendor and waiting on date of commencement to replace filter tank.	Exceptional Quality of Life	Parks
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
Lake Bell Weir Improvements	Pending monitoring assessment.	Investment in Public Assets & Infrastructure	Stormwater
Nicolette Ave Stormwater Replacement	A scope for modeling is being developed for the most effective stormwater treatment pond design.		Stormwater
Progress Pointe Redevelopment	Design approved and permitting and bidding construction is underway. Construction fencing and graphic panels are up. Road work project is anticipated to begin 1Q23.	Investment in Public Assets & Infrastructure	Parks
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

Project	Project Update	Strategic Objective	Division
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
Temple Dr SW Imp	Future improvements pending funding in the 5yr capital plan.	Investment in Public Assets & Infrastructure	Stormwater
Tennis Center Upgrades	Pending project scope for replacement of pickleball space with block hitting wall and installation of well for clay court maintenance/irrigation.	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 Meadows Park at Margaret Square upgrade as part of Exceptional Quality of Life strategic objective.



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/>

March Board Meetings

Advisory Board	Meeting Date	Meeting Time
Lake Killarney Board	3/1/23	10 a.m.
Code Compliance Board	3/2/23	3 p.m.
Civil Service Board	3/7/23	4 p.m.
Planning & Zoning Board	3/7/23	6 p.m.
Historic Preservation Board	3/8/23	9 a.m.
Winter Pines Golf Course Advisory Board	3/13/23	8 a.m.
Economic Development Advisory Board	3/14/23	8:15 a.m.
Lakes & Waterways Board	3/14/23	Noon
Parks & Recreation Advisory Board	3/15/23	5:30 p.m.
Public Art Advisory Board	3/20/23	Noon
Transportation Advisory Board	3/20/23	4 p.m.
KWPB & Sustainable	3/21/23	11:45 a.m.
Board of Adjustments	3/21/23	5 p.m.
Community Redevelopment Advisory Board	3/23/23	5:30 p.m.
Utilities Advisory Board	3/28/23	Noon

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	3/9/23	1 p.m.
Community Redevelopment Advisory Board Joint Work Session with Parks & Recreation Advisor Board	3/9/23	5 p.m.
KWPB Board Work Session	3/16/23	2 p.m.
City Commission Work Session	3/23/23	1 p.m.
Planning and Zoning Board Work Session	3/28/23	Noon



City Commission **agenda item**

item type Non-Action Items	meeting date March 8, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Board Appointments:

item list

- Public Art Advisory Board - Betsy Gwinn (replaces Michael Barimo)
- Parks and Recreation Advisory Board - Craig Russell (replaces Annemarie Smith)
- OAO Architectural Review Board - Tonya Mellen (new)
- Historical Preservation Board - Lucy Boudet (replaces Karen James)

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Gwinn-Betsy PAAB.pdf](#)

ATTACHMENTS:

[Russell-Craig PRAB.pdf](#)

ATTACHMENTS:

[Mellen-Tonya OAO Review Board.pdf](#)

ATTACHMENTS:

[Boudet-Lucy HPB.pdf](#)

Citizen Board Application

Profile

Betsy

First Name

Gwinn

Middle Initial

Gwinn

Last Name

Suffix

elizabethgwinn@mac.com

Email Address

Please note: Physical address only – no P.O. Box.

1501 Orange Ave

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

28 years

Mobile: (407) 923-2253

Primary Phone

Alternate Phone

Are you a City resident?

☒ Yes ☐ No

Do you own property in the City?

☒ Yes ☐ No

Are you a registered voter?

☒ Yes ☐ No

Are you employed by the City?

☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Public Art Advisory Board: Submitted

Please list all city boards for which you have attended a meeting.

Public Art Advisory Board, Parks Board

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☒ Yes ☐ No

If so, which one(s)?

Public Art Advisory Board

Why are you interested in serving on a City board?

Asked by Mayor Anderson to consider serving.

Do you have any potential conflicts of interest that may arise while serving on one of these boards?

☐ Yes ☒ No

If yes, please provide details:

Certain boards require members to file a Financial Disclosure Form annually. If appointed to one of these boards, would you be willing to comply with this requirement?

☒ Yes ☐ No

Education and Work Experience

Education Background

See attached resume.

Current employment status: *

☒ Self-Employed

BG Impact

Employer

Principal

Job Title

Employer Address

1501 Orange Ave

Current Professional License/Certification/Registration

Please list any skills or work experience that you feel qualify you for appointment to the board(s) you selected.

I have a studio art degree and a long history of work in the nonprofit arts sector including several positions at the Orlando Museum of Art. I have a thorough understanding of arts management, have served on several public boards--Orange County Arts and Cultural Affairs Advocacy Committee, Winter Park Arts Alliance to name a few, and understand the role of boards. My husband is a professional artist and professor of art at Valencia College.

[EHG_resume_2022.pdf](#)

Upload a Resume

Community Involvement

Please provide your community involvement

see resume

Please provide any interests or experience that you feel would qualify you for appointment to the board(s) you selected.

My experience in the arts community is wide and varied. My husband and I have both had professional careers supporting the arts and artists and value the importance of art in the City of Winter Park.

Please provide any additional information about yourself that relates to the board(s) you have selected.

Acknowledgements:

I understand the responsibility associated with being a board member and I have adequate time to serve on a Board.

☒ Yes ☐ No

Disclosures

This application, when submitted, is a Public Record under Chapter 119, Florida Statutes and therefore is open to public inspection by any person. Please contact the City Clerk's office at 407-599-3277 to discuss possible exemptions from disclosure.

Citizen Board Application

Profile

Craig		Russell	
First Name	Middle Initial	Last Name	Suffix

crussell9293@gmail.com

Email Address

Please note: Physical address only – no P.O. Box.

1923 Summerfield Rd		
Home Address	Suite or Apt	
Winter Park	FL	32792
City	State	Postal Code

How long have you lived in Winter Park?

33 years

Mobile: (407) 808-6925	
Primary Phone	Alternate Phone

Are you a City resident?

☒ Yes ☐ No

Do you own property in the City?

☒ Yes ☐ No

Are you a registered voter?

☒ Yes ☐ No

Are you employed by the City?

☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Parks & Recreation Advisory Board: Submitted

Please list all city boards for which you have attended a meeting.

Are you currently serving on a City board?

☒ Yes ☐ No

If so, which one?

Winter Park Public Library (Education and Engagement focus)

Have you previously served on a City board?

☐ Yes ☒ No

If so, which one(s)?

Why are you interested in serving on a City board?

As a lifelong community member and community leader, I would like to join the ranks of leadership and help with the vision and goals of the other community leaders. I believe my job experience and service to the community gives me valuable insight on topics that involve the parks and recreation governance.

Do you have any potential conflicts of interest that may arise while serving on one of these boards?

☐ Yes ☒ No

If yes, please provide details:

Certain boards require members to file a Financial Disclosure Form annually. If appointed to one of these boards, would you be willing to comply with this requirement?

☒ Yes ☐ No

Education and Work Experience

Education Background

Master's in Educational Leadership Stetson University, Deland, FL.-2017 Bachelor's of Arts in Psychology (Minor-Mass Communication) University of Central Florida, Orlando, FL. – 2002 Florida Department of Education Professional Teaching Certification: Subject areas: K-12 Physical Education Coaching Endorsement; ESOL Certified Teacher, administrator, coach (Football, wrestling) : 19 years Winter Park High School

Current employment status: *

☒ Employed

Orange County Public Schools
Employer

Teacher/Coach
Job Title

Employer Address

2100 Summerfield Rd

Current Professional License/Certification/Registration

Florida Department of Education Professional Teaching Certification: Subject areas: K-12 Physical Education Coaching Endorsement; ESOL Certified

Please list any skills or work experience that you feel qualify you for appointment to the board(s) you selected.

See attached resume

[C. Russell-Resume-Education_2022.docx](#)

Upload a Resume

Community Involvement

Please provide your community involvement

Co-founder of Army of Angels 501c3 non-profit organization Winter Park Public Library Board member

Please provide any interests or experience that you feel would qualify you for appointment to the board(s) you selected.

For the past 30 years, I've been heavily involved in interscholastic athletics and recreational athletics all around the community and state. I have insight and relationships with many organizations that use and benefit all parks and city facilities.

Please provide any additional information about yourself that relates to the board(s) you have selected.

My years of experience give me valuable insight on facilities, parks and various parks and rec related things.

Acknowledgements:

I understand the responsibility associated with being a board member and I have adequate time to serve on a Board.

☒ Yes ☐ No

Disclosures

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Citizen Board Application

Profile

Tonya

First Name

S

Middle Initial

Mellen

Last Name

Pe

Suffix

tsmellen@gmail.com

Email Address

Please note: *Physical address only – no P.O. Box.*

1700 Walnut Ave

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

27 years

Home: (407) 468-0822

Primary Phone

Alternate Phone

Are you a City resident?☒ Yes ☐ No**Do you own property in the City?**☒ Yes ☐ No**Are you a registered voter?**☒ Yes ☐ No**Are you employed by the City?**☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Orange Avenue Overlay Appearance Review Advisory Board: Submitted

Please list all city boards for which you have attended a meeting.

I have attended meeting of the Transportation Advisory, the Lakes and Waterways, Planning and Zoning, Parks and Recreation and the Board of Commissioners Boards.

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☒ Yes ☐ No

If so, which one(s)?

I was a member of the Bicycle/Pedestrian board and the Transportation Advisory Board (as it was renamed during my tenor). I was the Vice Chair my last two years before I termed out.

Why are you interested in serving on a City board?

I care about Winter Park and how we grow, change and maintain our character and charm. I believe that my 30 years of experience as an engineer (transportation, civil and development) and resident of Winter Park would also contribute to the effectiveness of the Orange Ave Overlay Appearance Review Board. My experience with cost evaluation and project efficacy would be of value.

Do you have any potential conflicts of interest that may arise while serving on one of these boards?

☐ Yes ☒ No

If yes, please provide details:

Certain boards require members to file a Financial Disclosure Form annually. If appointed to one of these boards, would you be willing to comply with this requirement?

☒ Yes ☐ No

Education and Work Experience

Education Background

I have a Bachelor of Civil Engineering from the Georgia Institute of Technology with a Coop Certificate.

Current employment status: *

☒ Employed

Mellen Consulting, PLLC

Employer

Owner/Chief Engineer/Project
Manager

Job Title

Employer Address

1700 Walnut Ave, Winter Park, FL 32789

Current Professional License/Certification/Registration

Florida Professional Engineer PE48201 Various FDOT Certifications can be provided.

Please list any skills or work experience that you feel qualify you for appointment to the board(s) you selected.

I have 30 years working as a consulting engineer for transportation projects big and small, overseen commercial developments, managed civil engineering projects and managed numerous teams of engineers, planners and architects. I have become known for my problem solving skills and ability to create consensus. I also believe my experience as a citizen lobbyist has given me an understanding of

[TSM Resume Short.pdf](#)

Upload a Resume

Community Involvement

Please provide your community involvement

I am a WPSAF Patron (4 years), I regularly participate in all sorts of Winter Park events. I am also active in my local branch of the ASCE. We do all sorts of community service projects including park clean ups, Habitat for Humanity, Toys for Tots, Ronald McDonald House as well as scholarship fund raising. I am currently the President of the East Central Branch.

Please provide any interests or experience that you feel would qualify you for appointment to the board(s) you selected.

All of my combined experience, professionally and as a resident of Winter Park qualify me to be a member of the Orange Ave. Overlay Board. I think my problem-solving skills and my common sense would be an asset.

Please provide any additional information about yourself that relates to the board(s) you have selected.

I pride myself on my ability to see all sides of any issue. I am open to new ideas and love to innovate. Being married for 25 years and having raised three beautiful, smart and accomplished girls attest to my "people" skills.

Acknowledgements:

I understand the responsibility associated with being a board member and I have adequate time to serve on a Board.

☒ Yes ☐ No

Disclosures

This application, when submitted, is a Public Record under Chapter 119, Florida Statutes and therefore is open to public inspection by any person. Please contact the City Clerk's office at 407-599-3277 to discuss possible exemptions from disclosure.

Citizen Board Application

Profile

Lucy

First Name

Middle Initial

Boudet

Last Name

Suffix

lucyboudet@gmail.com

Email Address

Please note: *Physical address only – no P.O. Box.*

1851 Forrest Rd

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

47 years

Mobile: (407) 234-6443

Primary Phone

Alternate Phone

Are you a City resident?☒ Yes ☐ No**Do you own property in the City?**☒ Yes ☐ No**Are you a registered voter?**☒ Yes ☐ No**Are you employed by the City?**☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Historic Preservation Board: Submitted

Question applies to multiple boards

Please note: *One or more of the boards selected requires financial disclosure.***Please list all city boards for which you have attended a meeting.**

Historic Preservation

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☐ Yes ☒ No

If so, which one(s)?

Why are you interested in serving on a City board?

Winter Park is a gem. It happened through intentional design by visionaries and the fact that it was developed during a time of beautiful architecture. It has kept its charm because of leaders who understand what makes it special. As an empty nester who has semi-retired, I have time to devote and give back to this beautiful city. There are few places in the country and almost none in Florida that have the architectural character, upscale feel, safety and natural beauty of Winter Park. I think it can be lost or diminished if we aren't vigilant. It can also be made even better. There is no place like it and I want to be able to say I play a small part in its preservation and enhancement.

Do you have any potential conflicts of interest that may arise while serving on one of these boards?

☐ Yes ☒ No

If yes, please provide details:

Certain boards require members to file a Financial Disclosure Form annually. If appointed to one of these boards, would you be willing to comply with this requirement?

☒ Yes ☐ No

Education and Work Experience

Education Background

Bachelor of Science in Advertising with a minor in Architecture, University of Florida, 1983

Current employment status: *

☒ Retired

Semi Retired

Employer

Job Title

Employer Address

Current Professional License/Certification/Registration

Please list any skills or work experience that you feel qualify you for appointment to the board(s) you selected.

Lifelong student of historic preservation, architecture and design with particular interest in New Urbanism (in the macro) and authentic architectural details (in the micro.) Restored and remodeled multiple 1920's era houses in Winter Park that were excellent examples of their styles—Spanish Bungalow, Dutch Colonial, Tudor Cottage and also built a new custom house in 2004 to look like a replica of a historic southern style home. I've studied architecture and interior design. I've taken a heat gun to layers of paint to restore double hung windows that were covered in decades of paint, rather than replace with inauthentic modern windows. I understand and respect the goals of the Historic Preservation board. I live in one of the most historic old areas of Winter Park and drive through the historic districts every day. I know I can contribute.

Upload a Resume

Community Involvement

Please provide your community involvement

Past member of the Winter Park Sidewalk Art Festival Board. Past member of the Holocaust Center of Maitland Board.

Please provide any interests or experience that you feel would qualify you for appointment to the board(s) you selected.

I'm especially dedicated to preserving the character and architectural significance of Winter Park. I've restored/remodeled five historic homes within the city limits plus built one custom home in a period specific style. I believe I have the temperament, experience and knowledge to make informed recommendations and contribute to the Historic Preservation board.

Please provide any additional information about yourself that relates to the board(s) you have selected.

While not relevant to the board's work itself, I am Cuban-American and a fluent Spanish speaker. Diversity on any public board matters.

Acknowledgements:

I understand the responsibility associated with being a board member and I have adequate time to serve on a Board.

☒ Yes ☐ No

Disclosures

This application, when submitted, is a Public Record under Chapter 119, Florida Statutes and therefore is open to public inspection by any person. Please contact the City Clerk's office at 407-599-3277 to discuss possible exemptions from disclosure.



City Commission **agenda item**

item type Consent Agenda	meeting date March 8, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the special meeting, February 15, 2023.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2023-02-15 sm.pdf](#)



City Commission Special Meeting Minutes

February 15, 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 (virtual); City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman; City Clerk Rene Cranis.

1) Call to Order

Mayor Anderson called the meeting to order at 3:30 p.m. He advised that Vice-Mayor Weaver is participating remotely.

2) Action Item

a. Commissioner Weaver's tenure

At the request of Mayor Anderson, the City Clerk read the motion from the February 8th meeting made by Commissioner Sullivan, seconded by Commissioner Weaver, "that the Commission keep Vice-Mayor Weaver on the Commission effective immediately."

Mayor Anderson read Section 2.07 of the Charter which states in part that the office of a commissioner shall become vacant upon the resignation (or other reasons), or forfeiture of the office, such forfeiture to be declared by the remaining members of the commission. He asked if the Charter gives the commissioner who has resigned the opportunity to withdraw or reinstate him or herself.

Attorney Ardaman said if the resignation was effective upon the sending of the e-mail, no, but if the resignation was for a future date, then Commissioner Weaver would have the opportunity to rescind that resignation. This is based on one case and an Attorney General opinion (in the context of a county commissioner) which essentially states if the resignation has not been effective, then the individual has the opportunity to rescind the resignation. The law does not provide for a commissioner to rescind the resignation if it was deemed to be effective as of Friday, February 3rd at 8:21 a.m. since it would be effective at that time.

Mayor Anderson asked if the Charter gives the commission the right to set aside or to ignore a resignation or take no action on a resignation. Mr. Ardaman said once the resignation is effective, the commission has no authority to accept or reject a resignation but does have the authority to rule on whether there was a resignation and if so, when it was effective.

Mayor Anderson said the main question is whether the e-mail was a resignation effective February 3rd at 8:21 a.m., in which case there is nothing that can be done about it and there is nothing the commissioner that resigned can do to change that. It stands and it creates a vacancy and the charter dictates how to move forward and fill a vacancy. He asked if there is a formal notice or format required for officials to resign.

Mr. Ardaman said there is no Florida statute or case law that provides a formal mechanism for resignation. A resignation by a local official can be verbal or in writing following different processes or procedures. The Charter does not provide any guidance.

Mayor Anderson believes the question is whether there was a resignation and if so, was it effective on February 3rd at 8:21 a.m. Since the last meeting, the city received an opinion from the city's human resources attorney, with experience in resignations, but there are many opinions based on personal experience.

Mayor Anderson noted that the definition of step down (subject line of e-mail) is to retire or resign and that the e-mail from Vice Mayor Weaver was sent to city senior staff e-mail group which includes the City Clerk. The e-mail is dated February 3, 2023 at 8:21 a.m. with the signature "Todd Weaver, Winter Park City Commissioner 2019-2023;" however, his elected term ends in 2025. He addressed the confusion following the e-mail as to whether there was a resignation, whether a format should have been followed, whether it was the intent, whether it was a mistake to be rescinded. He spoke about resignations in the employer/employee relationship where terms, timing or acceptance or rejection of resignations are in the hands of the employer. This situation differs in that the city is not the employer and per the Charter, once the resignation of an elected official occurs, it creates a vacancy and the commission has no authority to rescind the resignation. He is thankful that Vice Mayor Weaver advised him prior to February 3rd, as a professional courtesy, that he intended to resign, but terms and timing were not discussed. He summarized stating if this was a resignation as of February 3rd at 8:21 a.m., it went into effect and there is no power to rescind and the commission has no power to pretend it did not happen.

Commissioner Sullivan said Vice-Mayor Weaver stated in the public record that he would like to remain on the commission and rescind his e-mail. His full participation and voting in the last commission meeting indicate the commission did not accept his resignation as of the date on the e-mail. The commission is making a critical decision considering whether to remove a commissioner from office and begin the process of selecting another commissioner. He sees three options: remove Vice-Mayor Weaver from office, retain Vice-Mayor Weaver to complete the term of office or take no action allowing him to serve. He said the labor attorney's opinion states it was a resignation and effective at the time the e-mail was sent, but only if Vice-Mayor Weaver was an employee of the city, which he is not. He said the attorney's opinion did not provide applicable case law nor Attorney General's opinion. His final opinion was that "The

Winter Park City Commission will be tasked" to determine if Vice Mayor Weaver remains on the commission which is consistent with Mr. Ardaman's opinion. Key points are that Vice-Mayor Weaver statement that he wants to continue serving and that he was elected by Winter Park voters. The commission will decide whether to negate the will of the voters. In his opinion, it is in the best interest of the citizens of Winter Park that Vice-Mayor Weaver continue to serve.

Commissioner DeCiccio said the decision must be based on law. The commission sought an attorney's opinion who determined that the e-mail was a resignation and effective February 3, 2023 at 8:21 a.m. She referred to the Charter that states the commission is the judge of qualifications of its own members and the office shall become vacant upon resignation. She agreed with the opinion and therefore, he is no longer qualified to be a commissioner and the commission has no option but to follow the charter.

Commissioner Cruzada said he never received the e-mail but understands the confusion surrounding it. He said he sees no express will of intent. He felt Commissioner Weaver was contrite and apologetic when he stated his desire to continue to serve. He cited case law and state statutes for candidates and the resign to run rule which addresses the aspect and quality of resignations which he used as a guide in the absence of case law. He feels the e-mail was vague without clearly stating what he is stepping down from (Vice-Mayor or Commissioner), no mention of the word resignation or an effective date. He spoke about the risk of giving an opinion on the intent of another commissioner. He asked that the commission look at State Statutes (resign to run rule) that states resignations must be in writing with an effective sent directly to the city clerk and the governor's office and is irrevocable. He said the people who elected Commissioner Weaver need to ask his intent and if they are not pleased, there is the option for recall. He said he does not want to take this away from the voters.

Commissioner Weaver apologized for the cause of this special session. He reiterated he neither sent a resignation letter to the city clerk or the Governor. He said he was feeling overwhelmed that morning and should have gave it more thought before sending the e-mail. Over the weekend, he received support and requests to reconsider. He said the e-mail was not a resignation but like a courtesy to any employer. He said he has made some changes wants to support the citizens through the remainder of his term.

Discussion was held on the e-mail subject, date and time, and signature line "Winter Park City Commissioner 2019-2023. Mayor Anderson felt these were indicators of a resignation and Commissioner Cruzada said it is not expressly written in the body of the e-mail and he will not imply intent.

Commissioner Sullivan said he believes the labor attorney's opinion came from the perspective of an employee of the city under contract law, which is not the case, but agrees that this is a matter for the commission to decide.

Commissioner DeCiccio believes the e-mail clearly informs residents that he is stepping down which is synonymous with resignation. She cited instances in the e-mail where it is written in past tense, appears to be a farewell, speaks about regrets and unfinished business and moving forward on initiatives with his absence that indicate his resignation.

Members of the commission discussed the language and restated their position.

Mayor Anderson noted the motion on the table to retain Commissioner Weaver.
Commissioner Sullivan withdrew his motion.

Motion made by Commissioner Cruzada to “see if we can make a determination as to whether or not Commissioner Weaver's resignation is legally sufficient or not;” seconded by Mayor Anderson. (Restated at roll call vote)

Bonnie Jackson, 3009 Temple Trail, believes there is nothing vague or ambiguous about the e-mail given the end date on the signature line and the subject, stepping down. This and Commissioner Weaver’s regrets and desire to rescind his resignation clearly shows that he did resign.

Kim Allen, 1800 W. Fawsett Road, said because Commissioner Weaver was elected overwhelmingly, the voters are his employer and said that there is no clear guidance about resignations. She spoke about the Charter and State Statutes (resign to run) relating to resignations and asked the Commission to allow Commissioner Weaver to serve having been elected by the voters.

Greg Seidel, 1251 Lakeview Drive, former commissioner, spoke about integrity and said he believes this is a resignation, but reminded the commission that they have the ability to appoint him back on the commission if the commission determines he did resign.

Wendy Nissan, 750 Pinetree Road, said residents entrusted the commission to run the city with integrity and believes that trust has been violated by even having this debate. She feels this is clearly a resignation and the commission should follow city code, not statutes (resign to run) that do not apply. Residents deserve to have a committed commissioner in this seat, and if Commissioner Weaver feels he cannot, the voters deserve to elect someone who is willing to do so.

Beth Hall, 516 Sylvan Drive, said she feels the labor attorney’s opinion is not applicable and presumes Commissioner Weaver’s intentions. As an attorney, she did not find the letter insightful, helpful, constructive or convincing and as a citizen, she found it to be a waste of money. Both attorneys agree that the commission is empowered under the charter to determine the qualifications of fellow commission members. She urged the commission to find Commissioner Weaver to be qualified.

Jan Hommel, 258 Lyman Avenue, said although she interpreted the e-mail as a resignation, she said the effective date is key. When she asked Commissioner Weaver

when this was effective, he said he would be at the next commission meeting and did not know when he was going to resign.

Pat McDonald, 2348 Summerfield Road, said she did not receive the e-mail but as a former personnel manager, she would have asked for an effective date. She feels the e-mail is meaningless and should have had the word "resign" and an effective date. She asked that the commission to consider that he changed his mind.

Jim Fitch, 1820 Via Genoa, cited Commissioner Weaver's many accomplishments and feels the commission should not override the voters who elected him.

Gigi Papa, 1440 Hibiscus Avenue, said she has lost trust in Commissioner Weaver and although he was elected, he resigned and it should be accepted and move forward on accordance with the Charter.

C. J. Williams, 2021 Temple Drive, said conditions change for everyone, which is what happened in this case, and we need to be flexible. He does not see a solid case for removing a commissioner.

The motion was restated as a question: Is Commissioner Weaver's e-mail legally sufficient as a resignation?

In response to questions. Mr. Ardaman said all members of the commission can vote and that one can only abstain if they inure to a special private gain or loss, but an exemption allows elected official to vote on matters pertaining to their salary. He opined that it would be improper for Commissioner Weaver to recuse himself.

Mayor Anderson stated a yes vote means it was a resignation and no vote means it was not a resignation. **Upon a roll call vote, Commissioner DeCiccio and Mayor Anderson voted yes. Commissioners Sullivan, Cruzada and Weaver voted no. Motion failed with a 2-3 vote.**

3) Adjournment

The meeting adjourned at 5:00 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date March 8, 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, February 22, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2023-02-22.pdf](#)



City Commission Regular Meeting Minutes

February 22, 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 (virtual); City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:36 p.m.

2) Invocation

The invocation was given by Division Director of Office of Management and Budget Peter Moore followed by the Pledge of Allegiance.

3) Approval of Agenda

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

4) Mayor Report

- a. Proclamation - Winter Park Chamber of Commerce 100 Year Anniversary

Mayor Anderson invited everyone to attend the Fun 100 Exhibit at Mead Garden in honor of the city's heritage. He read a proclamation declaring February 27, 2023 Winter Park Chamber of Commerce Day in recognition of its 100th year and presented it to Betsy Gardner Eckbert, President of Chamber of Commerce, Board of Directors and Government Affairs Committee.

5) City Manager Report

Mr. Knight advised that the city received the report from the State Attorney relating to the officer involved shooting at the Events Center last year clearing the officers of any charges.

Commissioner DeCiccio reported that there are cracks on second floor of the Library. Mr. Knight said the cracks are not a structural issue but will look at options to repair.

6) City Attorney Report

7) Non-Action Items

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

Heard after Public Hearings and Commission Reports.

9) Consent Agenda

- a. Approve the minutes of the work session, February 2, 2023
- b. Approve the minutes of the regular meeting, February 8, 2023.
- c. Approve the minutes of the work session, February 9, 2023
- d. Approve the following piggyback contracts:
 1. ABM Industry Groups, LLC - Pasco County Contract #IFB-TB-16-131 - Janitorial Services & Equipment; For services on an as-needed basis during the term of the Agreement, contract term through March 1, 2024; Amount: \$1,000,000.
 2. Dobbs Equipment, LLC - Florida Sheriff's Association Contract #FSA20-EQU18.0 - Heavy Equipment; For goods on an as-needed basis during the term of the Agreement, contract term through September 30, 2023; Amount: \$225,000.
 3. Quadient, Inc. - State of Florida Contract #44102100-17-1 - Mail Processing Equipment; For goods on an as-needed basis during the term of the Agreement, contract term through February 20, 2027; Amount: \$300,000.
 4. Cubix, Inc. - Orange County Contract #Y19-1018-MV - SaniGlaze Services; For services on an as-needed basis during the term of the Agreement, contract term through March 8, 2024; Amount: \$350,000.
- e. Approval of the following contract:
 1. GAI Consultants, Inc. - RFP1-23 - Winter Park CRA Community Redevelopment Plan Modification; Amount \$115,445. **(Removed by Commissioner Sullivan)**

Commissioner Sullivan asked to removed Item 9e.

Motion made by Mayor Anderson to approve the Consent Agenda except Item 9e; seconded by Commissioner Sullivan. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

Item 9e: Commissioner Sullivan expressed concern that no opinion was received from the CRA Advisory Board due to lack of a quorum at their last meeting. However, given the timeliness of this, **Commissioner Sullivan made a motion to approve Item 9e; seconded by Commissioner DeCiccio.**

Commissioner DeCiccio stressed the importance of looking at attendance when considering reappointments to boards. Commissioner Sullivan agreed.

Motion carried unanimously with a 5-0 vote.

10) Action Items Requiring Discussion

- a. 2023 Federal Legislative Priorities

Motion made by Commissioner DeCiccio to approve the Federal Legislative Priorities; seconded by Commissioner Sullivan.

Commissioner Sullivan recommended adding Howell Branch Preserve and Mead Botanical Garden to the Parks project list. Staff responded to questions regarding grants for stormwater improvements and septic conversion providing information on the city's eligibility or ineligibility due to size and demographics.

Motion made by Commissioner Sullivan to approve the priorities list adding Howell Branch Preserve and Mead Botanical Garden); seconded by Commissioner Cruzada. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

11) Public Hearings: Quasi-Judicial Matters

- a. ORDINANCE 3266-23 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THAT PORTION OF ARAGON AVENUE LYING EAST OF NICOLET AVENUE A DISTANCE OF 140.3 FEET, MORE PARTICULARLY DESCRIBED HEREIN BUT RETAINING AND RESERVING TO THE CITY A UTILITY EASEMENT OVER THE ENTIRE AREA THEREOF. (2nd Reading.)

Attorney Ardaman 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.**

12) Public Hearings: Non-Quasi-Judicial Matters

- a. Ordinance - Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-95 "Definitions" and Article V, "Environmental Protection Regulations" Division 1, "Stormwater Management" adding regulations governing artificial turf installations and maintenance of artificial turf. (1st Reading)

Attorney Ardaman read the ordinance by title.

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

Assistant Director of Planning and Community Development Allison McGillis advised that this ordinance provides regulations on artificial turf which, similar to Orlando and Orange County, are included in the calculation of impervious coverage. She reviewed

the regulations prohibiting artificial turf in certain locations such as front or side street-facing yard, within five feet of the side or rear property line or anywhere visible from the right-of-way in historic districts. These regulations apply to current and future artificial turf.

Commissioner Sullivan spoke about prohibited locations and said there may be some areas where artificial turf may be desirable and unobtrusive. He suggested that installations be permitted in any front or side street facing yard areas only within 10 feet of the residence.

Mrs. McGillis clarified that turf is not being prohibited but will be considered impervious coverage and said that impervious coverage is limited to 50% in front and rear yards.

Discussion followed allowing artificial turf under covered porches or courtyards and options that would allow turf in some areas and within a specified distance from the building.

Mayor Anderson said he feels visibility should be considered as well as drainage. He suggested drafting language that gives some limited ability for turf in the front yard versus side yard. Further discussion followed.

Mrs. McGillis summarized her understanding of the discussion that turf should be considered in the impervious cover calculation and to add setbacks from front and street facing side yard setbacks. (Alternate language to be provided at second reading.)

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.**

- b. Ordinance 3261-23: Updating Section 58-87, lakefront and waterfront zoning regulations to update the regulations concerning construction on waterfront lots and as pursuant to the review by the planning and zoning board. (Tabled from January 11, January 25 and February 8, 2023) Revised 1st Reading

Attorney Ardaman read the ordinance by title.

Director of Planning and Community Development Jeff Briggs said this ordinance provides updates and modifications to rules for review of construction on lakefront lots. This was part of an ordinance presented and tabled in December, which subsequently has been split into two ordinances. This ordinance relates to Planning and Zoning review and a separate ordinance will be presented that relates to both lakes board approval.

Motion made by Commissioner Sullivan 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.**

- c. RESOLUTION 2268-23 - A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CITY OF WINTER PARK' S INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS; DETERMINING THE NECESSITY OF SUCH ASSESSMENTS; PROVIDING DIRECTIONS TO THE CLERK; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Attorney Ardaman read the resolution by title.

Mr. Knight explained this resolution initiates the process for changing the collection of collecting stormwater fees from utility bills to tax bills beginning October 1, 2023.

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

- d. Resolution 2269-23 - Orange County Local Mitigation Strategy Resolution

Attorney Ardaman read the resolution by title.

Mayor Anderson thanked Chief Hagedorn for his work. Fire Chief Dan Hagedorn said this is a revised strategic plan that directs mitigation strategies and responded to questions, particularly as it affects the city's ability to apply for grants.

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

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

Jeanne Wall, 2110 Lake Drive, spoke about the Kiwanis Scout House project located in the unincorporated residential section of Lake Killarney under review by Orange County. The project is for a meeting facility over 2,000 sq. ft. and nine parking spaces. She asked the city to request additional information from Orange County on the potential impact to the lake, neighborhood, traffic and lighting and to encourage Orange County to deny the request or impose significant restrictions so peaceful enjoyment is projected.

Mr. Briggs compared allowed uses and the approval process under Orange County and the city. He has e-mailed the case manager at Orange County noting the biggest concern is what is not known (use of facility, hours, activities) and encouraged the case manager to share those questions with the applicant. He said staff could send a letter urging the matter to be tabled and take further action if the matter moves forward. Approved by the consensus.

13) City Commission Reports

Commissioner Sullivan -

- Spoke about the lack of response from CRA Advisory Board on an RFQ due to lack of quorum. He asked that staff make every effort to gain quorums for meetings and have the UAB and both lakes boards review RFQ 6-23 to hire an engineer to study stormwater infrastructure.

Mr. Knight noted that the UAB does not usually review stormwater matters; their focus is electric and waste water utility. Commissioner Sullivan said he feels it fits with UAB because of potential for public works projects.

Director of Public Works and Transportation Charles Ramdatt said he believes the mission of the UAB does not cover stormwater. He meets regularly with stormwater staff to collaborate on infrastructure improvements and he will inform the UAB of this RFQ and present it both lakes boards.

Commissioner DeCiccio -

- Said she received e-mails from residents asking for more pickleball courts. Consensus was for staff to explore available space and the cost.
- Asked that discussion of RFP for Progress Point be placed on the next commission agenda to move forward in activating the park and Orange Avenue. Discussion was held on consideration of development for entrepreneurship and incubator space and approved and potential provisions of the RFP.

Mayor Anderson suggested revisiting this in the April 13th work session to discuss the old library due to lessons learned on the RFP for reuse of the old library. Approved by consensus to place on next agenda and circulate information/RFQ/parameters.

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

Bonnie Jackson, 3009 Temple Trail, showed a proposed banner and asked why she has not received a response to her application to display this banner. Mayor Anderson suggested review of the banner policy and place on the next agenda for discussion.

Zach Stovall, 1877 Karolina Avenue, said he feels the Kiwanis project is not the right fit for the Lake Killarney neighborhood, specifically because they propose a nine-space parking lot and a sizeable structure that feels like commercial with the lighting and traffic. He asked that the city contact Orange County relay resident concerns.

Kathleen Bowman, 420 Ohio Street, echoed Mr. Stovall's concerns and is also concerned about the hosting of events and removal of trees. She noted that this will place an additional burden on the city since it maintains the lake.

Gigi Papa, 1440 Hibiscus Avenue, supported the project based on her experience with a memory care center in her neighborhood. She said once more information is known, the project may be positive. She urged the commission to respond to Ms. Jackson.

14) Summary of Meeting Actions

- Presented Proclamation to Chamber of Commerce on their 100th anniversary.
- Approved the Consent Agenda.
- Approved the 2023 Federal legislative priorities with the addition of Howell Branch Preserve and Mead Botanical Garden.
- Adopted ordinance abandoning a portion of Aragon Avenue.
- Approved ordinance on artificial turf regulations on first reading with modification to allow limited artificial turf near the house in the front or street-facing side yard.
- Approved ordinance on construction on lakefront lots on first reading.
- Approved resolution to change to non-ad valorem collection of stormwater fees.
- Approved resolution adopting Orange County's Local Mitigation Strategy.
- Authorized staff to request that Orange County table the Kiwanis request.
- Present RFQs before appropriate board.
- Provide report on potential location and cost of pickle ball courts.
- Distribute previous RFP on Progress Point and place discussion of activation of Progress Point on the next agenda for discussion.
- Place banner policy on next agenda.

15) Adjournment

The meeting adjourned at 5:03 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date March 8, 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, February 23, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2023-02-23ws.pdf](#)



City Commission Work Session Minutes

February 23, 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, and Kris Cruzada; City Manager Randy Knight; and City Clerk Rene Cranis. Absent: Commissioner Weaver

1) Call to Order

Mayor Anderson called the meeting to order at 1:02 p.m.

2) Discussion Item(s)

a. FY 24 Budget Outlook and 5/25 Year Capital Plan Review

Division Director of OMB Peter Moore gave a presentation on global factors in the economy, economic indicators in purchasing, personal savings, unemployment, wage growth, yield curve (high indicator of recession), producer price index, services inflation, natural gas prices (will reduce transfers to general fund), and electric rate comparisons. Mr. Knight explained that the data for the electric rate comparison shows how Winter Park reacted to fuel during the last year versus other utilities that waited until the end of the year to begin adjustments. He noted that while it wasn't a great year for residents with their rates high, it is paying off now and for the foreseeable future.

Mr. Moore continued review of economic indicators for fixed-rate mortgages and said 62% of 80% of the city's tax base is from residential homes that are capped due to homestead exemption. He summarized conclusions from these indicators and reviewed revenue history and trends highlighting property taxes, utility taxes, and charges for services.

Mr. Moore summarized factors impacting the budget, loss of ARPA support, public safety pensions, equipment replacement delays, wage/benefit inflation, ability to fund additional positions and capital project needs without additional revenue sources, inflationary costs, and projected decrease in general fund revenues with a downturn in the economy. He concluded stating peak revenue growth was seen in FY 22 and FY 23, potential recess and property tax rate growth will show stress in FY 25 and FY 26.

Mr. Moore responded to questions on assumptions and forecasting. He said the city will have to be very cognizant of how to grow. In regard to wage growth, he said there is a 4-5 % overall change in wages. Mayor Anderson expected a 3% change and Mr. Moore said the percentage will depend on wage pressures. Mr. Knight said city management is reviewing the compensation study for each position to determine impact. Ms. del Valle

added that there are about 25-30 vacancies, and the city is not over-staffed at this time. It was noted that Winter Park Pines caused an impact in overall wage/benefit costs.

Mr. Moore spoke about the general fund and performance and investment revenues He explained that a large part of the good revenue came from building and permit revenue and noted that a portion of building and permit revenues can only be used for furthering the building code. He spoke about how downward pressure in the market impacted investment earnings.

Mr. Moore explained the line item for charges for services includes park use fees, rental fees, golf courses, tennis courts and garbage. He said fees are reviewed periodically to ensure they are cost-competitive. It was noted that a large part of the increased revenue stemmed from the Winter Park Pines acquisition and opening of the Event Center. Mr. Knight added that the golf course fees were increased without significant decline in use and fees.

Mr. Moore reviewed the timeline for the budget process and said staff is presently working on creating cost-allocated fixed costs, payroll in early March, departments requests in April, internal meetings with city management in May followed by preparing proposals to present to commission in July. Mr. Knight added that the purpose of today's meeting is to provide and update and ask the commission if there is anything it wants added in the budget process that may not be routine.

Mr. Moore reviewed a spreadsheet including projects by department(that are budgeted and funded), emergency listing projects and future projects. With regard to the emergency list of projects, Mr. Knight noted that there is an emergency situation that has developed with the drain well at Lake Spier that is creating a cavity. Staff is recommending reallocation of ARPA funds toward this project.

Mr. Moore said that the last list on the spreadsheet is of future projects in the next FY or in the longer-term CIP. He said \$1.4M from ARPA funds was originally allocated toward the purchase of Bank of the Ozarks property along with another \$1.8M from park acquisition funds. He said if the project doesn't go forward those dollars will be available but urged caution as some funds need to be reserved for the fire training facility. He noted the new mobility impact fee revenue as a potential funding source and is looking for insight on commission priorities to consider in the budget and for capital priorities.

Mayor Anderson suggested reviewing the emergency funding list to bring back items for action in the next commission meeting. Consensus to reallocate ARPA funds for the Lake Spier project. Mr. Moore added that staff is waiting for a response on grants for emergency repairs, and should know in a couple of months if there is funding for those projects. Ms. del Valle noted that the funding source is not a reimbursement grant.

Discussion followed on the weir that controls Lake Killarney and the weir at Lake Bell. Mr. Marcotte said the weir that controls Lake Killarney overflows under Lee Road and

ends in Lake Gem has been taken over from Orange County but is not adjustable. He said the city is in control of the weir at Lake Bell and noted that it has some seepage underneath that staff would like to repair.

Ms. del Valle noted that the city has a \$500k appropriation in with the state for assistance with MLK pond. Discussion followed on solutions for the pond and flood control study for the MLK basin in addition to the chain of lakes. Mayor Anderson said the city should move forward with a flood control evaluation. Mr. Knight is meeting with other agencies next week to discuss solutions. Mayor Anderson asked for an update at the next commission meeting.

Discussion followed on sanitary sewer overflow needs. Mr. Riegler said the city has an ongoing sanitary rehab program that is about \$300k annually to line the sewer and help the amount of inflow in the system. He spoke about efforts staff is taking to address the issues resulting from the storms. Mayor Anderson asked that staff look at the pressurization that caused the lifting of sewer covers during the storm events. Commissioner DeCiccio expressed the importance of addressing the flooding in the MLK area. In response to questions about Lake Killarney elevations, Mr. Marcotte said staff needs to look at how to increase capacity at MLK.

Commissioner Sullivan noted that the items on the transportation future infrastructure project list may need to be added to the 5/25 year plan.

Discussion followed on the 5/25-year plan and the following adjustments/reallocations were made and agreed to by consensus:

Remove the Bank of the Ozarks line item from the plan if it is not moving forward.

Allow staff to review more accurate costs for the new fire station now that there is available land from FDOT.

Signage for the Events Center can be removed from the list as it is no longer needed

Mr. Moore noted that lightning protection for the golf course is being incorporated into the Swoope maintenance facility fund.

Mr. Moore will send out a revised version of the projects list to the commission.

3) Adjournment

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date March 8, 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 contract:

item list

1. Verizon Wireless - State of Florida Contract #DMS-10/11-008C - Mobile Communication Services; For services on an as-needed basis during the remainder of the current term of the Agreement through August 24, 2026; Amount: \$500,000.

motion / recommendation

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

background

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

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission agenda item

item type Consent Agenda	meeting date March 8, 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 contracts:

item list

1. Ovation Construction Co., Inc. - RFQ11-18D - Repair & Construction Services (< \$200k/project); Amount: \$600,000 for services on an as needed basis for the remainder of the current term through May 30, 2023.
2. Foundation Risk Partners Corp. - RFP2-23 - Liability Insurance Agent / Broker of Record; Amount \$65,000 for City insurance services on an as-needed basis.

motion / recommendation

1. Commission approve item as presented and authorize the Mayor to execute the Agreement.
2. Commission approve staff recommendation of award and authorize the Mayor to execute the Agreement.

background

1. A formal solicitation was issued to award this contract. The need for additional funds on this contract is due to four projects to be started within the next three months (prior to contract expiration) for the following amounts and estimated start dates:
 - a. Building 2 Storage Building Replacement - Amount: \$240,000; Start Date: Immediately after PO is issued following Commission's approval of additional funds.
 - b. Magnolia Roof Replacement - Amount: \$114,121; Start Date: Immediately after PO is issued following Commission's approval of additional funds.
 - c. Aloma Roof Replacement - Amount: \$115,000; Start Date: Immediately after completion of the Magnolia Roof Replacement, which will take about 1-2 weeks to complete.
 - d. Little League Concession - Amount: \$200,000; Start Date: TBD
2. A formal solicitation was issued on December 29, 2022 and due February 1, 2023. Six responses were received and interview/presentations were conducted with the three top ranked firms followed by a recommendation for award from the Selection Committee

Members.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date March 8, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Investment in Public Assets & Infrastructure	

subject

Approve ARPA Funding Allocations - Emergency Stormwater Infrastructure and Fire Training Facility.

motion / recommendation

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

background

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

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

In October of last year, the Commission reallocated funds in the ARPA list including about \$1.4 million for the potential purchase of the Ozark Property on Orange Ave. That property is no longer available and based on the workshop discussion on Feb. 23rd, staff is reallocating the funding to other projects as part of this request.

\$300k Reallocation and approval of emergency repairs to the Lake Speir drain well.

\$300k Reallocation and approval for the development of a stormwater master plan/model that would include the chain of lakes as well as MLK Park and other areas of the city.

\$390k Reallocation to the Fire Training Facility Project. This was initially contemplated at \$550k however cost estimates are likely to be higher. A formal solicitation is currently being developed to solicit bids for the project. This reallocation would put potential funding at just under \$1 million.

\$400k Reallocation to be used for general Emergency repair items as part of the Commission and staff review of urgent projects. This initial list was first discussed at the workshop on Feb. 23rd and is undergoing further refinement. This would provide a source of funding to execute on priority projects once they are identified.

The attached Matrix highlights the requested approvals.

alternatives / other considerations

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

fiscal impact

The city received approximately \$15.4 million in ARPA funds. To-date, almost 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- Emergency Infrastructure.pdf](#)

Projects for use of Allocated ARPA Funds

3/8/23

Proposed Project	Department Lead	ARPA Funding Allocated	ARPA Eligibility Based on Treasury Guidance	Project Notes (Timeline/Next Steps)	Funding Approval Requested Now
Lake Speir Emergency Repair	Public Works	\$ 300,000	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.	A 15 inch drain well that provides the only flood relief to Lake Speir has failed and needs to be redone. The existing well is 75 feet below ground and is completed blocked with sediment. This funding will provide for this emergency repair. Work is beginning immediately.	300,000
City-Wide Stormwater Master Plan	Public Works	\$ 300,000	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.	At the workshop on 2/23/23 the City Commission discussed expanding the scope of a chain-of-lakes study to become a stormwater master plan study with additional focus on addressing needs near MLK Park.	300,000
Reallocation of Funds previously allocated to Ozark Project - Emergency Infrastructure Fund & Fire Training Facility	Administration	\$ 400,000	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 City Commission is working through a priority list of infrastructure projects that may need to be addressed with funding.	\$400,000 Will be reallocated the Emergency Fund for Infrastructure Projects.
	Fire	\$ 390,000			\$390,000 will be added to the Fire Training Facility Project allocation

Projects Afforded by Revenue Replacement from ARPA

Last revised 10/26/22 Commission Meeting

Potential Use of Funds	Initial Allocation	Revised Allocation	\$ Amount Approved	\$ Remaining Allocation	Approval Date
General Projects/Uses					
Offset loss of revenue in 2022	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	Approved 9/22/21
Offset loss of revenue in 2023	\$ 500,000	\$ 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	\$ 750,000	\$ -	Approved 9/22/21
Neighborhood Traffic Calming	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	Approved 1/12/22
Large Scale Street Bricking Repair and Replacement	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	Approved 11/10/21
Old Library Building AC	\$ 300,000	\$ 72,000	\$ 72,000	\$ -	Approved 5/11/22 (\$62,856)
					Approved 5/11/22 (\$211,110) Reallocated \$228k to Ozark 10/26/22
Progress Point Park	\$ 3,400,000	\$ 3,400,000	\$ 3,400,000	\$ -	Approved 7/27/22
Progress to Mead Connector	\$ 500,000	\$ 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.
Other Emergency Infrastructure Projects		\$ 400,000	\$ -	\$ 400,000	Requested to reallocate from Ozark project line.
Lake Speir Emergency Repair		\$ 300,000	\$ -	\$ 300,000	Requested to reallocate from Ozark project line.
City Wide Stormwater Master Plan		\$ 300,000	\$ -	\$ 300,000	Requested to reallocate from Ozark project line.

Potential Use of Funds	Initial Allocation	Revised Allocation	\$ Amount Approved	\$ Remaining Allocation	Approval Date
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	\$ 104,750	\$ 101,750	\$ 101,750	\$ -	Approved \$101,750 on 12/8/21
Stormwater Capital Improvements	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	Approved 9/22/21
Cybersecurity Enhancements	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	Approved \$250k 10/27/21 Approved \$250k 5/11/22
Fire Training Facility	\$ 550,000	\$ 940,000	\$ -	\$ 940,000	Expanded funding pending approval on 3/8/23
Sustainability Program - vehicles, equipment, charging stations	\$ 370,000	\$ 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
Vaccine Incentive Program for City Employees	\$ 75,000	\$ 75,000	\$ 75,000	\$ -	Approved 7/28/2021
Non-Profits					
Winter Park Library Furnishings and operating support grant	\$ 900,000	\$ 900,000	\$ 900,000	\$ -	Approved 9/8/21 Ideal Woman's Club Funding of \$25k added 11/10/21
Support for Existing Non-Profit Partners	\$ 300,000	\$ 300,000	\$ 300,000	\$ -	Library \$300k added 1/26/22
Grant Fund for Supporting Small Non-Profits	\$ 285,000	\$ 285,000	\$ 285,000	\$ -	\$285,000 approved by City Commission on 09/08/21
Households and Small Businesses					
Utility Payment Assistance Program	\$ 100,000	\$ -	\$ -	\$ -	Reallocated to Ozark Purchase 10/26/22
Business Façade Program	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	Approved 1/26/22
Business Recruitment Program	\$ 400,000	\$ 400,000	\$ 20,000	\$ 380,000	Approved \$20k for Gap Study 1/26/22

Potential Use of Funds	Initial Allocation	Revised Allocation	\$ Amount Approved	\$ Remaining Allocation	Approval Date
Humanitarian Support	\$ 100,000	\$ -	\$ -	\$ -	Reallocated to Ozark Purchase 10/26/22
Tourism, Travel and Hospitality					
Central Park Stage	\$ 400,000	\$ 400,000	\$ 400,000	\$ -	Approved 04/13/2022
Boat Tour to Dredge Canal and property cleanup	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	Approved 11/10/21
Dinky Dock	\$ 154,000	\$ 154,000	\$ -	\$ 154,000	
Christmas Decorations Downtown	\$ -	\$ 180,000	\$ 180,000	\$ -	
Broadband					
Connect Facilities with Fiber	\$ 962,000	\$ -	\$ -	\$ -	Reallocated to Ozark Purchase 10/26/22
Smart City - Broadband - Signalization and Connectivity Improvements	\$ 1,000,000	\$ 1,000,000	\$ 75,000	\$ 925,000	Approved \$75k Smart City Master Plan 1/26/22
Public Wi-Fi	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	

Sum of above projects & uses
ARPA Funding Award Received
Remaining to be allocated

\$ 14,300,750	\$ 15,362,750	\$ 10,963,750	\$ 4,399,000
\$ 15,438,814	\$ 15,438,814		
\$ 1,138,064	\$ 76,064		



City Commission agenda item

item type Action Items Requiring Discussion	meeting date March 8, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

City Banner Program

motion / recommendation

Approve as requested.

background

Since 2010, the city's banner program has provided opportunities for the city and nonprofits to showcase event functions pursuant to the city's banner policy. Provisions for banners are included by reference in the City's Code of Ordinances Section 58-135 (4).

The program stipulates a policy for eligible events which states they must promote the culture, history, health, safety, or general welfare of the City of Winter Park. While this language has provided general guidance in administration of the program, it does not provide consistent direction with reference to what objectively meets these criteria and leaves staff with the subjective responsibility of having to determine what may or may not constitute city speech. In addition, outsourcing a majority of the installation has limited the program's overall net revenue, and the year-over-year interest in the program has begun to wane. Average annual applications received have dropped to less than half since the program began.

Modifications are recommended to create clear consensus on how to administer the program, as well as provide easier administration of ongoing maintenance. Eligible uses are City use, City sponsored events, or must be an art, history, or educational non-profit applicant with banner poles physically in front of the property space. This will allow staff to clearly administer program eligibility, and clearly identifies the City as the primary users of the banner locations in which to showcase specialty focused or generic city banners intended on enhancing the City's visual appearance and sense of vitality. Samples of generic banner types are attached as well as program guidelines and application.

alternatives / other considerations

fiscal impact

The program accrued \$6,225 in FY22. This would be largely reduced.

ATTACHMENTS:

[Special Event Banner Policy - rev.pdf](#)

ATTACHMENTS:

[Special Event Banner Guidelines and Application_Existing.pdf](#)

ATTACHMENTS:

[City Banner Examples 2022.pdf](#)



Special Event Banner Policy

Economic Development & CRA Department
401 Park Avenue South Winter Park, FL 32789

(P) 407-599-3225
www.cityofwinterpark.org

The City of Winter Park established the Special Event Banner Program to enhance the city's visual appearance and sense of vitality through the use of specially located banner poles. Banner poles are exclusively for city use but there are limited exceptions for outside non-profit organizations to utilize poles near their respective property for the purpose of creating a sense of place and awareness about planned events that are of particular or general interest to the city or as otherwise provided herein. The city will utilize banner poles throughout the city for decorative purposes and for promoting official city events and events otherwise approved of or sponsored by the city, but will allow non-profit applicants to apply for the use of certain poles. The city's Special Event Banner Program is not intended to serve as a forum for free expression by the public, but is intended to beautify and build awareness for city messages, events sponsored or promoted by the city, and arts and education within the city.

ELIGIBLE ACTIVITIES

Participation in the program is subject to availability and limited to banners related to city use, city sponsored or promoted events, or non-profit organizations with a physical presence within the city. Non-profits wishing to display banners meeting the criteria herein may apply to utilize any decorative banner pole that is within the frontage of their parcel property. The non-profit must own the property and not be a tenant. Non-profits may only apply for banners to be placed that promote events that are open to the public and promote the city's history or artistic or educational commemorations or events occurring within the City of Winter Park.

APPLICATION PROCESS

All applications must be submitted to the Economic Development/CRA Department for approval. The department will reserve dates only after an **application** has been accepted. Applications must be submitted at least 45 days in advance of the requested installation date and must be accompanied by a full detail of the proposed display, including a drawing of each separate banner design. **To avoid unnecessary costs, the applicant should NOT commence banner creation until receiving design approval from the Economic Development/CRA Department.** Banners may not be displayed for more than 30 days at a time and must be removed within 5 business days after the approved display end date. If approved, applicant must deliver banners to the City Hall main lobby no later than one week prior to install date. Applicants must retrieve their banners within 5 business days after removal.

DESIGN GUIDELINES

Banners must be made from non-combustible material that will not shred and that is weatherproof. We recommend strong colorful graphics and concise wording that can be easily read by motorists and pedestrians. All banner designs must be approved by the city prior to production. An event logo may be posted on the banners; however, additional logos are subject to approval. Banners may not contain any commercial or outside sponsorships, election advertising, tobacco or alcohol advertising, or material that is not suitable or appropriate for all ages. City will not install banners that fail to comply with the design guidelines set forth in this policy or that have not been made in accordance with the approved design specifications.

FEES & POLE LOCATIONS

Fee is \$35.00 per pole and banners are limited to placement for a single calendar month. Applicant's total payment will be based according to the selected pole locations in front of the applicant's primary parcel frontage as determined by City staff. Non-profit owned parcels that are not primarily used for the non-profit's charitable use will not be eligible locations for banner placement. Banner locations across the street will not be considered eligible. Fees are based on the City's cost for installation and removal of banners. Banner locations are divided by streets and area. All fees are due with submittal of the application. Dates will be booked at the time application and fees are received by the City. No dates will be reserved in advance of payment. Eligible locations that the city has banner arms available include:

N Park Avenue (Morse Blvd. to Webster Ave.,).

S Park Avenue (Fairbanks Ave. to Morse Blvd,)

E Morse Boulevard (Pennsylvania Ave. to Interlachen Ave., double-sided) **W Morse Boulevard** (US 17-92 to Pennsylvania Ave., double-sided)

New England Avenue (New York Ave. to Hannibal Square West,)

N Orange Avenue (Fairbanks Ave. to Minnesota Ave,)

E Fairbanks (Pennsylvania Ave. to Ollie Ave.,)

Pennsylvania Avenue (Lyman Ave. to Israel Simpson Court)

South Orange Avenue (Denning Dr. to US 17-92,)

W Fairbanks (US 17-92. to I-4.,)

BANNER POLE LOCATIONS AND SPECIFICATIONS

The City has permanent street banner pole hardware available at the following locations. **Please refer to the “Banner Pole Sizes” for complete measurements:**

East Morse Boulevard West Morse Boulevard

Total flat banner size: 23 1/8" x 51"

Image area: 23 1/8" x 44.5"

North Park Avenue South Park Avenue

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

New England Avenue

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

Pennsylvania Avenue

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

North Orange Avenue South Orange Avenue

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

Fairbanks Avenue

Total flat banner size: 23 1/8" x 51"

Image area: 23 1/8" x 44.5"

AVAILABILITY

The Economic Development Department is the initial contact for Special Event Banner Policy. The department will keep a calendar of scheduled installations and their locations. The Department will review banner applications when submitted. Banner applicants will be approved on a “first come, first serve” basis. Banners for city use and events will have first priority.

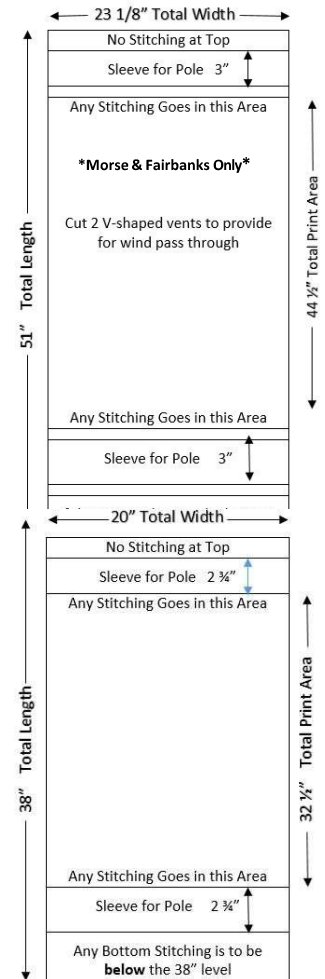
LIABILITY

The applicant must acknowledge and accept full responsibility for public risk. The City, or any division of the City, shall not be held responsible for any damage to the banners due to installation, removal, storage, or wear and tear through the duration of the applicants requested window.

Guidelines and application are available online at cityofwinterpark.org > Departments > Economic Development/CRA Department or by calling 407-599-3225

Submit applications to:

Economic Development/CRA Department
Attention: Special Event Banner Program
401 S. Park Avenue
Winter Park, FL 32789





Economic Development Department
401 Park Avenue South
Winter Park, FL 32789
Phone: 407-599-3225
www.cityofwinterpark.org

Special Event Banner Application

Organization Name:

Contact Person:

Address:

City, State, Zip Code:

Phone:

Fax:

Email:

Event Name:

Parcel ID #*:

Dates Requested for Banners:

to

Describe the type of event and date:

Banner Location:

- ☐ North Park Avenue
☐ South Park Avenue
☐ East Morse Boulevard
☐ West Morse Boulevard
☐ East Fairbanks Avenue #1
☐ West Fairbanks Avenue #2

- ☐ New England Avenue
☐ Pennsylvania Avenue
☐ Orange Avenue
☐ Denning Drive
☐ East Fairbanks Avenue #2

*Please include a map of the proposed location

Total Amount Due \$

On behalf of the organization listed above, I, as applicant, hereby acknowledge that I have read and understand the Banner Policy Guidelines. The applicant/organization agrees to indemnify and hold harmless the City of Winter Park, its agents, officers, and employees from and against all loss, costs, expenses arising from the display of the banners referenced herein, including any suits, demands, rejections, claims, judgments, liens, and attorney's fees in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by or through this duration of the application and installation process.

The City of Winter Park reserves the right to deny banner placement for any organization or event. Once approved, applicant must schedule a drop date with the Economic Development Department. Applicant understands that banners must be picked up within five (5) business days after removal. The City, or any division of the City, shall not be held responsible for any damage to the banners due to installation, removal, storage, or normal wear and tear as a result of a hung banner. The City has the right to dispose of the banners after the set deadline at no cost to the City.

Organization Representative Signature

Date

City Use Only

Date Received: _____

Dates Available: ☐ Yes ☐ No

Design Approved: ☐ Yes ☐ No

Payment Received: ☐ Yes ☐ No

Amount: \$ _____

Location: _____

Notes: _____



Special Event Banner Program

Economic Development & CRA Department 401 Park Avenue South Winter Park, FL 32789

(P) 407-599-3225
www.cityofwinterpark.org

The City of Winter Park established the Special Event Banner Program to enhance the City's visual appearance and sense of vitality through the use of specially located banner poles. These banners may be used by organizations and groups wishing to publicize community event and activities deemed appropriate by the City. The City's Special Event Banner Program is not intended to serve as a forum for free expression by the public, but is instead intended to encourage the public to work with the City to assist in the promotion of events and occasions that the City deems significant to the culture, history, health, safety, or general welfare of the City of Winter Park.

ELIGIBLE ACTIVITIES

Applications will be allowed only for City events and occasions, not-for-profit community events and occasions, and significant events. A significant event is defined as any event that may bring more than 2,000 individuals to the area. Eligible events must promote the culture, history, health, safety, or general welfare of the City of Winter Park. For Profit businesses that are at least 75 years in age and have demonstrated community value may also participate in the program.

APPLICATION PROCESS

All applications must be submitted to the Economic Development/CRA Department for approval. The department will reserve the dates only after an **application** has been accepted. Applications shall be submitted at least 45 days in advance of the requested installation date and must be accompanied by a full detail of the proposed display, including a drawing of each separate banner design. **The applicant should NOT commence banner creation until receiving design approval from the Economic Development/CRA Department.** Banners will not be permitted for more than 30 days and will be removed within 5 business days after approved display end date. If approved, applicant must deliver banners to the City Hall main lobby no later than one week prior to install date. Applicants must retrieve their banners within 5 business days after removal.

DESIGN GUIDELINES

Banners must be made from non-combustible material that will not shred and that is weatherproof. We recommend strong colorful graphics, concise wording that can be easily read by motorists and pedestrians. All banner designs are to be approved prior to production by the City's Economic Development/CRA Director or their designee. Event logo may be posted on the banners. Additional logos are subject to approval. Banners may not contain any commercial or outside sponsorships, election advertising, or tobacco or alcohol advertising. City will not install banners which fail to comply with the design guidelines or which have not been made in accordance with design specifications.

FEES

Applicant's total payment will be based according to the selected pole locations. Fees are based on the City's cost for installation and removal of banners. Banner locations are divided by streets and area. All fees are due with submittal of the application. Dates will be booked at the time application and fees are received by the City. No dates will be reserved in advance of payment. For Profit banners installed in celebration of 75+ years in business can be funded through this program

North Park Avenue.....	\$510.00	(Morse Blvd. to Webster Ave., 17 poles)
South Park Avenue... ..	\$480.00	(Fairbanks Ave. to Morse Blvd, 16 poles)
East Morse Boulevard... ..	\$600.00	(Pennsylvania Ave. to Interlachen Ave., 10 double-sided poles)
West Morse Boulevard.....	\$660.00	(US 17-92 to Pennsylvania Ave., 11 double-sided poles)
New England Avenue... ..	\$480.00	(New York Ave. to Hannibal Square West, 16 poles)
Pennsylvania Avenue... ..	\$780.00	(Lyman Ave. to Israel Simpson Court, 26 poles)
North Orange Avenue... ..	\$600.00	(Fairbanks Ave. to Minnesota Ave, 21 poles)
South Orange Avenue... ..	\$600.00	(Denning Dr. to US 17-92, 21 poles)
Denning Drive	\$960.00	(Webster Ave. to Fairbanks Ave, 32 poles)
East Fairbanks #1... ..	\$690.00	(Pennsylvania Ave. to Park Ave., 23 poles)

East Fairbanks #2.....\$510.00 (Park Ave. to Ollie Ave., 17 poles)

West Fairbanks #1..... \$1350.00 (US 17-92. to Clay St., 45 poles)

West Fairbanks #2... ..\$1350.00 (Clay St. to I-4., 45 poles)

BANNER POLE LOCATIONS AND SPECIFICATIONS

The City has permanent street banner pole hardware available at the following locations. **Please refer to the “Banner Pole Sizes” for complete measurements:**

East Morse Boulevard 10 double-arm poles (20 banners total)

West Morse Boulevard 11 double-arm poles (22 banners total)

Total flat banner size: 23 1/8" x 51"

Image area: 23 1/8" x 44.5"

North Park Avenue 17 single-arm poles

South Park Avenue 16 single-arm poles

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

New England Avenue 16 single-arm poles

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

Denning Drive 32 single-arm poles

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

Pennsylvania Avenue 26 single-arm poles

Total flat banner size: 20" x 38"

Image area: 20" x 32.5"

North Orange Avenue 20 single-arm poles

South Orange Avenue 20 single-arm poles

Total flat banner size: 20" x 38"

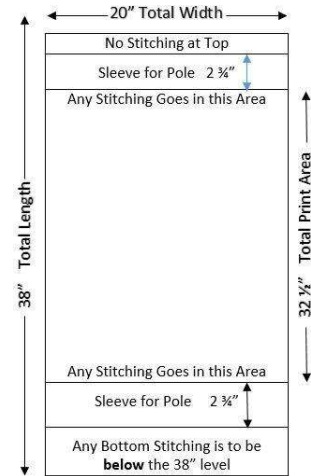
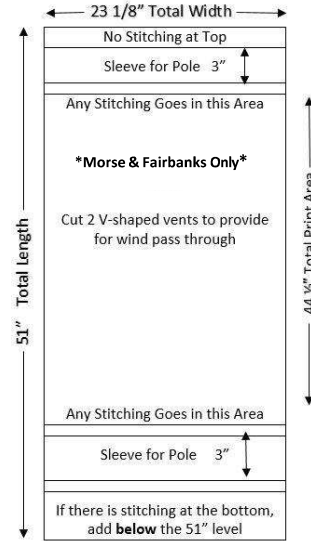
Image area: 20" x 32.5"

Fairbanks Avenue #1 23 single-arm poles (**West:** 45 single-arm poles)

Fairbanks Avenue #2 17 single-arm poles (**West:** 45 single-arm poles)

Total flat banner size: 23 1/8" x 51"

Image area: 23 1/8" x 44.5"



AVAILABILITY

The Economic Development Department is the initial contact for Special Event Banner Policy. The department will keep a calendar of scheduled installations and their locations. The Economic Development Department Manager will review banner applications when submitted. Banner applicants will be approved on a “first come, first serve” basis. City events and applicants submitting for regularly scheduled annual events will have first priority.

LIABILITY

The applicant must acknowledge and accept full responsibility for public risk. The City, or any division of the City, shall not be held responsible for any damage to the banners due to installation, removal, or storage.

Guidelines and application are available online at cityofwinterpark.org > Departments > Economic Development/CRA Department or by calling 407-599-3225

Submit applications to: Economic Development/CRA Department
Attention: Special Event Banner Program
401 S. Park Avenue
Winter Park, FL 32789



Economic Development Department
401 Park Avenue South
Winter Park, FL 32789
Phone: 407-599-3225
www.cityofwinterpark.org

Special Event Banner Application

Organization Name:

Contact Person:

Address:

City, State, Zip Code:

Phone:

Fax:

Email:

Event Name:

Event Date(s):

Dates Requested for Banners:

to

Describe the type of event:

Banner Location:

- | | | | |
|--|------------|--|------------------------------|
| ☐ North Park Avenue | \$ 510.00 | ☐ New England Avenue | \$ 480.00 |
| ☐ South Park Avenue | \$ 480.00 | ☐ Pennsylvania Avenue | \$ 780.00 |
| ☐ East Morse Boulevard | \$ 600.00 | ☐ Orange Avenue | \$ 600.00 (\$ 1200 for both) |
| ☐ West Morse Boulevard | \$ 660.00 | ☐ Denning Drive | \$ 960.00 |
| ☐ East Fairbanks Avenue #1 | \$ 690.00 | ☐ East Fairbanks Avenue #2 | \$ 510.00 |
| ☐ West Fairbanks Avenue #2 | \$ 1350.00 | ☐ West Fairbanks Avenue #2 | \$ 1350.00 |

Total Amount Due \$

On behalf of the organization listed above, I, as applicant, hereby acknowledge that I have read and understand the Banner Policy Guidelines. The applicant/organization agrees to indemnify and hold harmless the City of Winter Park, its agents, officers, and employees from and against all loss, costs, expenses including suits, demands, claims, judgements, liens, attorney's fees in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by or through this application.

The City of Winter Park reserves the right to deny banner placement for any organization or event. Once approved, applicant must schedule a drop date with the Economic Development Department. Applicant understand that banners must be picked up within five (5) business days after removal. The City, or any division of the City, shall not be held responsible for any damage to the banners due to installation, removal, or storage. The City has the right to dispose of the banners after the set deadline at no cost to the City.

Organization Representative Signature

Date

City Use Only

Date Received: _____

Dates Available: ☐ Yes ☐ No

Design Approved: ☐ Yes ☐ No

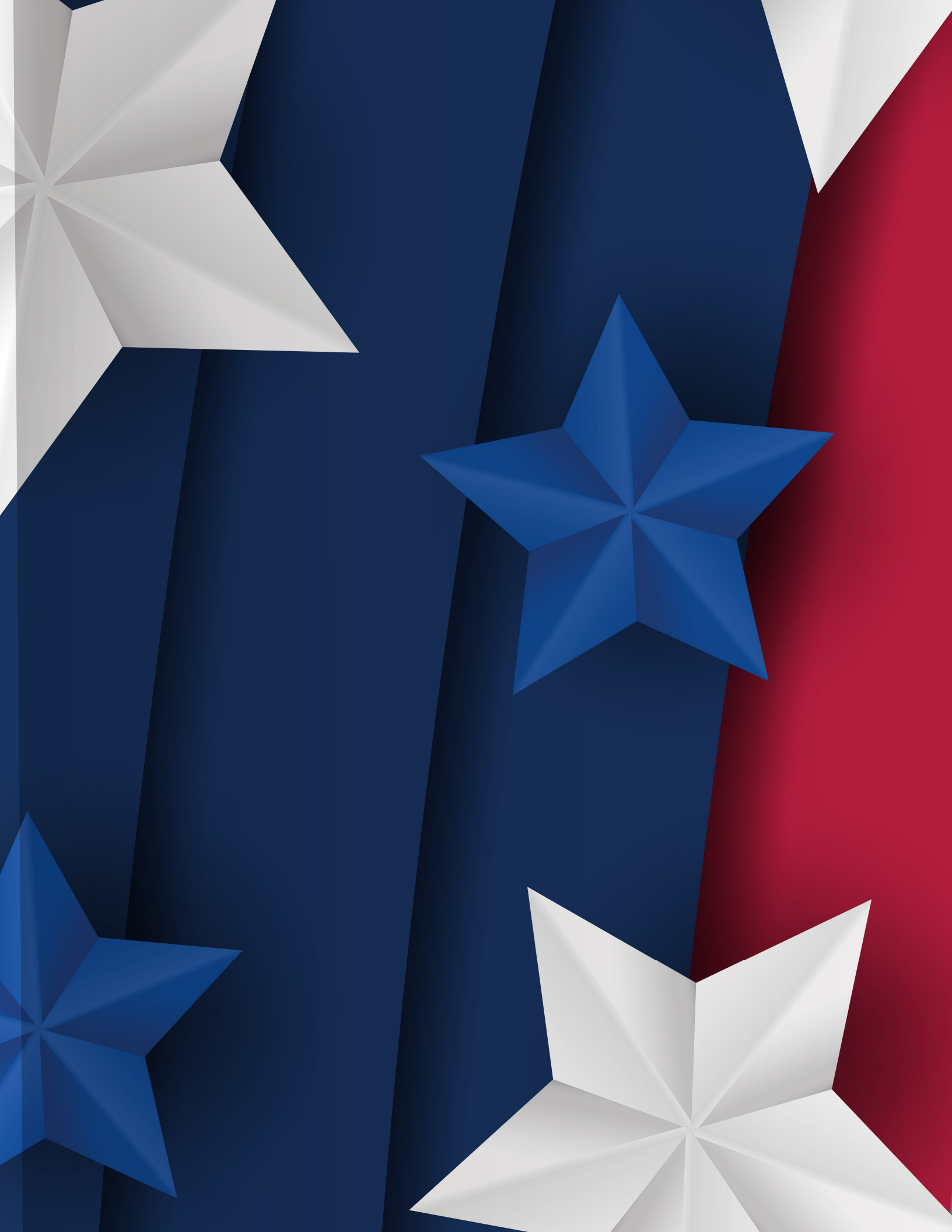
Payment Received: ☐ Yes ☐ No

Amount: \$ _____

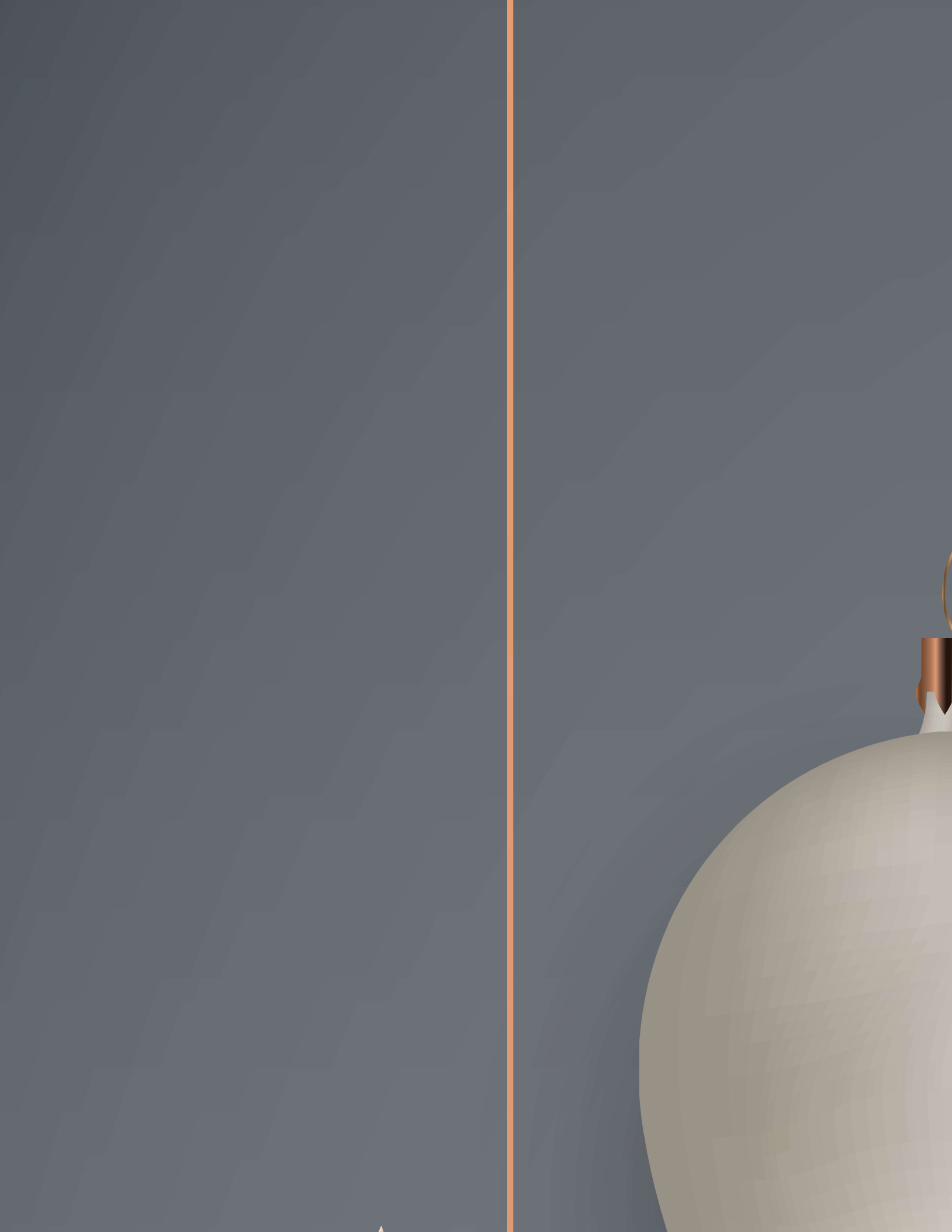
Location: _____

Notes: _____













City Commission agenda item

item type Action Items Requiring Discussion	meeting date March 8, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Quality of Life Public Assets and Infrastructure Intelligent Growth and Development	

subject

Discussion of Solicitation for Activation Space at Progress Point Park.

motion / recommendation

The Commission requested that this be brought back at the next meeting to discuss the activation space.

background

Under City Commissioner reports at the last meeting on Feb. 22nd, Commissioner DiCiccio asked that a discussion of a solicitation for the activation space at Progress Point Park be brought back for discussion. The City Commission agreed and asked that the former efforts to define a scope for that space be recirculated. Those were sent out by the City Manager and are now reattached to this item. In addition, the current design plans for the park are attached for reference.

It should be noted that the solicitation for the Construction Manager at Risk to build the park is currently out for bid response and there is a cone of silence on discussing that aspect of the project. However, the Commission can discuss options and ideas for how the activation space being provided in those plans could be used but there cannot be discussion on the overall park design that is out to bid.

alternatives / other considerations

NA

fiscal impact

NA

ATTACHMENTS:

PDF - FINAL CITY EDITS CLEAN - RFP-Progress Point 07-30-2021.pdf

ATTACHMENTS:

Pages from Progress Point Arch Permit Set S&S.pdf



RFP DRAFT

Redevelopment of City Owned Land

(A.k.a. Progress Point)



Aerial of City Owned Land looking north.

I. Summary of Development Opportunity

The City of Winter Park, Florida (the “City”) is seeking Requests For Proposals (“RFP”) from qualified respondents to partner with the City to transform a ±3.54 acre city-owned property known as Progress Point into a new, world-class ±1.5 acre park (“Park”) that is activated by village-scale mixed-use buildings (“Buildings”) and a regional parking garage (“Parking”). The Park, Buildings and Parking are the anticipated elements that will constitute the “Project”.

Proposals and qualifications submitted to the City shall describe their ability to incorporate the City’s Redevelopment Guidelines and Action Plan (“Guidelines”). The City Guidelines for the site are a part of a large-scale Overlay District known as the Orange Avenue Overlay (OAO). The specific guidelines for the development of this site, (referenced as Subarea “C” in the OAO) are available on the City website at <https://cityofwinterpark.org/departments/planning-transportation/>. The Guidelines are a key part of the City’s intent to work with a private and/or non-profit development partner to develop, own, finance, construct and operate the Buildings and potentially the Garage portion of the Project and to explore ways to assist the City with the realization of the Project. Currently, the City has drafted the Guidelines, including the Park’s schematic design, pad-ready Buildings development area, Parking area, design guidelines, preliminary soil borings and groundwater testing, civil engineering construction documents for realigning a portion of Palmetto Avenue from Cypress Avenue to South Denning Avenue, and a rough order of magnitude of cost for the public elements of the Project. The realignment of Palmetto Avenue will enlarge the current area of contiguous land for the new Park, Buildings and Parking. The proposed Parking element of the Project will provide an adequate supply of public and private parking. This is crucial to this area’s future success as a vibrant destination for the Park, Buildings and surrounding mix of commercial businesses, including commercial, health, wellness, office and residents. The Parking constructed will be required to provide excess parking spaces that must be available to lease to small businesses in the surrounding area.

The City’s transformation of this City-owned land and proposed redevelopment will dramatically transform and increase the asset value of this strategic Winter Park gateway as a new cornerstone property for the City and Orange Avenue corridor.. A key aspect of the City’s evaluation for a potential partner will include its response to the following aspects:

- The fair market financial value the respondent will pay the City for the rights to develop the Buildings and how that value is allocated to the land for Buildings and Parking as described in the Guidelines;
- The respondent’s understanding and approach to incorporate the City’s Guidelines;
- The respondent’s ability to pay for and finance the Buildings and Parking portion of the land under a ground lease versus a land sale;
- The respondents design and proposed uses of the Buildings, with emphasis on how the architecture and uses create a shared synergy with the Park area.

The City is seeking to select a qualified Development Team to design the defined portion of the site and work closely with the City through the Request for Proposal process described herein. In addition to the Park, Buildings and Parking, the City’s Guidelines further describe the City’s plans for a new network of trails and greenways to form a network of greater connectivity and mobility for this site with other City parks and destinations. As described by Professor Bruce Stephenson of Rollins College, this Project anchors the opportunity to create a citywide “Emerald Necklace” of new public pathways/greenways to other parks including Mead Botanical Garden, Martin Luther King, Jr. Park, and Central Park.

The City has spent considerable time with the community, surrounding businesses and residents to define the Park, Buildings and Parking in terms of size, location and boundaries to guide and enhance the redevelopment opportunities under this RFP process through:

City and Community Support. Based on the guidance and directives from the City Commission and City Administration that defined the size, location and boundaries of the Park, Buildings and Parking, a detailed community engagement process was created to integrate redevelopment with Winter Park's unique brand and attributes using an in-depth community survey and live charrette (more than 750 participants); discussions with surrounding businesses and residents; historic research of similar type parks; market data; and private/non-profit investment interest. This was applied by the City to create the "Redevelopment Guidelines and Action Plan" ("Guidelines"). Collectively, this input advanced the early vision framework that was further researched and refined to create a set of Guidelines to transform this gateway into a world-class Park and public destination.

The City has a proven track record in supporting redevelopment by partnering with private developers and businesses. This is evident in the numerous City funding grants and incentives supporting redevelopment projects throughout the City over many years including the public-private-partnership that designed and built the Winter Park Chamber of Commerce building; local, state and federal funding for the SunRail/Amtrak Station; and the public-private parking garage in partnership with the Genius Foundation's mixed-use building located on Park Avenue at the northern end of downtown Central Park.

Flexibility. The City supports flexible adaptation of public-private partnership developments that can enhance value to the City. The City will consider proposals including ideas that integrate the private/non-profit sectors approach to integrate City costs for this Project that benefit the Buildings component including realignment of Palmetto Avenue, Parking and the Park. In responses to this Request for Proposals (RFP), respondents are required to address specific details outlined within this document, including but not limited to a specific program proposal, a financial plan, and a detailed management structure for construction and property management of the Buildings component and potential other elements of the Project. The City intends to select one or more teams to enter negotiations to reach a development agreement, with a preferred development partner being selected as soon as possible.

II. Orange Avenue Corridor Poised for Transformation

Project Goals

As part of the City's vision for the Orange Avenue Corridor, Progress Point was identified by the Commission as a major opportunity to strengthen the vibrancy of this important gateway and surrounding businesses and residents. The successful redevelopment of this site represents an important point of connection between the Orange Avenue Corridor and the rest of Winter Park.

The City has expressed five major project goals for the redevelopment of this City-owned land as listed below.

- 1. Nurtures Winter Park's placemaking brand of integrating nature and village-scale development that is vibrant, innovative, and rooted in the assets of its local residents and businesses.** The City expects this redevelopment will respect and grow the quality of the City's unique attributes and special features of Winter Park while remaining relevant to today's social gathering places like Foxtail Coffee Co. and Shady Park in Winter Park, Plant Street Market/Brewery in Winter Garden, East End Market in Orlando, and Boxi Park in Lake Nona.
- 2. Supports activation of the new Park.** The City's Guidelines are anchored by a new world-class park, which will draw people not just because of the park but do so out of impulse to experience a complementary mix of small scale transparent building spaces that connect and extend the park experience with a series of broad and open entrances to food, drinks, galleries, fitness, wellness, and studios for creative workspaces. The Park, Buildings, Parking, trails and greenways will offer the area a new rendezvous destination increasing Winter Park's inside-outside socially inclusive and purposed public spaces. This can benefit adjacent properties and ensure the park fosters a cohesive social environment that is reflective of Winter

Park's community history and identity.

3. **Improving connections between the Park and surrounding businesses, residents and visitors.** Project will incorporate the City's plan for new mobility improvements including trails, greenways, public street crossings and bus transit stop to enhance the pedestrian experience for businesses, residents and visitors. This knitting together of community encourages civic places that are accessible, locally organized, inclusive, and support network building that accelerates much needed gentrification of the area.
4. **Setting a precedent for future Downtown development.** Progress Point is about transformational placemaking, and the City expects that redevelopment of neighboring properties will follow and be instrumental in the creation of a cohesive vision for a more vibrant Orange Avenue Corridor.
5. **Generating a financial return for the City.** It is the City's desire to retain ownership of the land in perpetuity. The City expects to generate revenues from the disposition and redevelopment of the property, including both revenues from leasing of the parcels and new tax revenues from the Buildings and gentrification of the surrounding area.

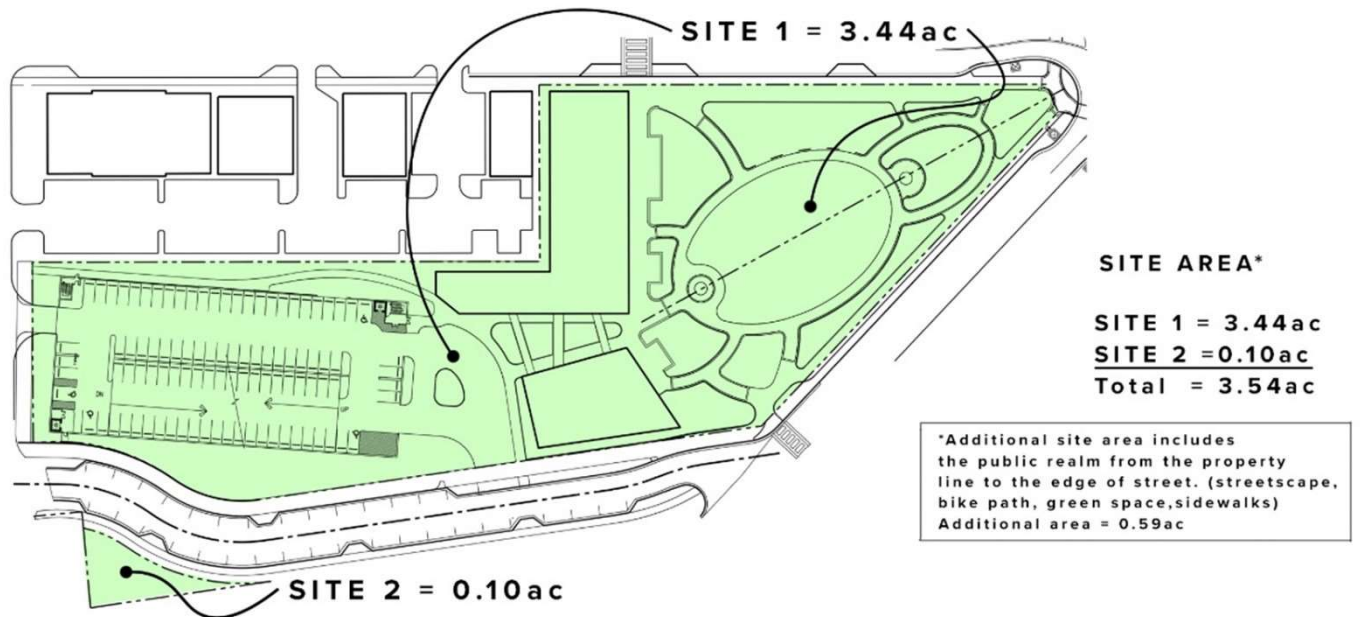
Vision Framework Early Commission Work Sessions



Connecting Our Parks & Greenways

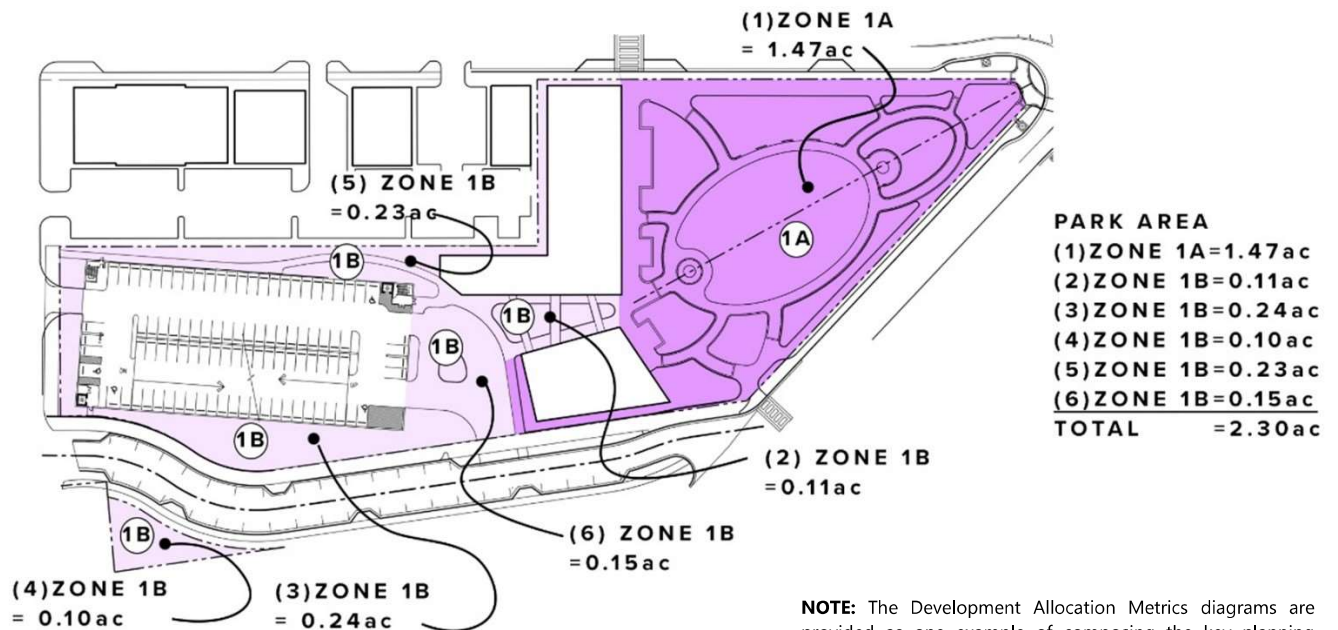


DEVELOPMENT ALLOCATION METRICS

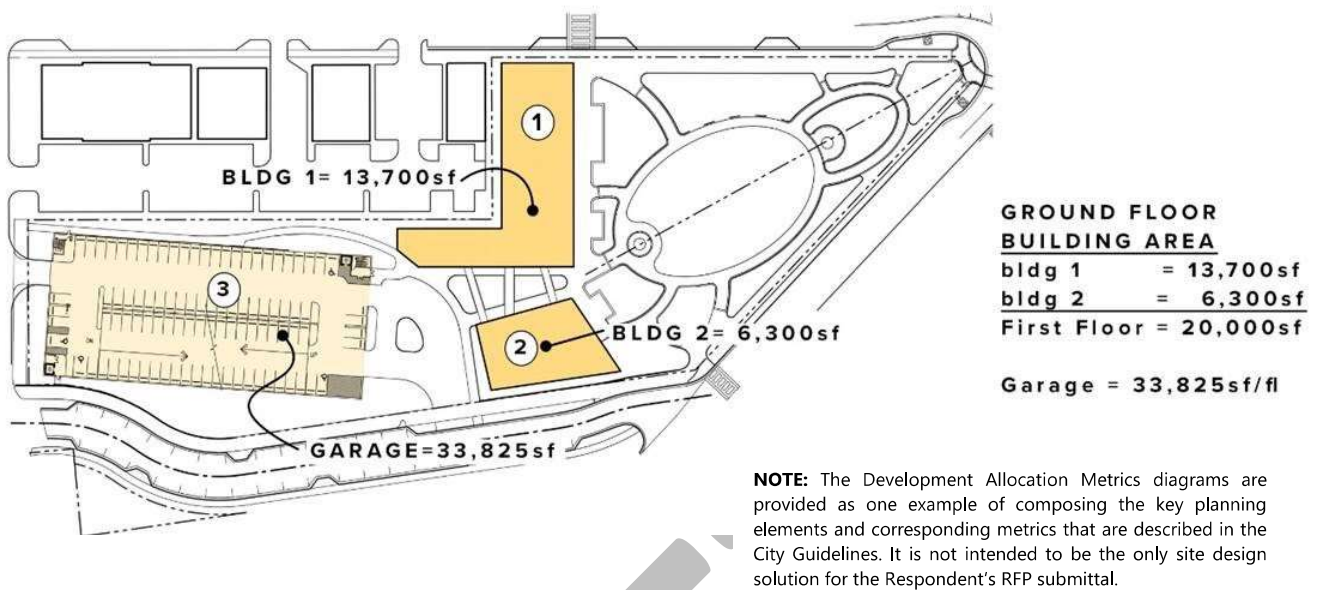


DEVELOPMENT ALLOCATION METRICS

Park Areas



NOTE: The Development Allocation Metrics diagrams are provided as one example of composing the key planning elements and corresponding metrics that are described in the City Guidelines. It is not intended to be the only site design solution for the Respondent's RFP submittal.



III. Regulatory Framework

ZONING CONTEXT

The property has a future land use plan designation based on the City's newly adopted Orange Avenue Overlay District. High-quality urban design and architecture is required per the City's Guidelines for Progress Point. The allowable FAR is per the City Guidelines. Uses have no minimum parking requirements. Refer to the [City's Guidelines](#) for additional details.

Respondents should propose development concepts that harmonize with existing and proposed adjacencies, encourage activation and public connections to the park, and create proper context with the commercial district and its buildings.

IV. RFP Design & Proposal Criteria

The Criteria established herein will be used to create the Final RFP Document sent out by the City of Winter Park Procurement Division, which meets all established City requirements, submittal format and all other City of Winter Park and State of Florida standards for proper solicitation, formatting, requirements for submittal and criteria for the proper review of RFP submittals.

Cover Letter. Responding teams should prepare a cover letter stating their interest in the opportunity, summarizing the suitability of the assembled team and the materials presented to support the RFP response. This letter should also identify the primary contact person for the respondent organization.

Team Introduction and Experience. Respondents should include a description of the development team, the firms' experience and qualifications, and relevant personnel experience and qualifications. The following aspects should be included:

- Development Team.* Description of the key firm(s) comprising the team, including architects, engineers, and other relevant consultant teams, and the role of each in the project. In this section, respondent teams should include: a description of each key organization, its mission, a chart summarizing the overall team structure, and key firm management. For teams led by a joint

venture, include the structure, percentage of ownership held by each lead, and the intended role (e.g., co-developer, limited partner, general partner).

- b. *Operators.* For all uses proposed, respondents should provide detailed information on prospective operating partners, including letters of intent or interest to demonstrate feasibility.
- c. *Firm Experience and Qualifications.* Respondents should include examples of projects that demonstrate the team's experience with the proposed development program (parks, mixed-use, food halls, micro-restaurants, retail, cultural, shared work space, health and wellness) and, if applicable, experience in development partnerships with public and non-profit sector partners. For all projects submitted as examples of relevant previous experience, respondents should provide:
 - i. Project location.
 - ii. Project size and program description.
 - iii. The respondent member's role in the project.
 - iv. Project completion date or expected completion date.
 - v. Public sector involvement, if any.
 - vi. Total project cost and financing structure, if available.
 - vii. A representative image or images of the project.
- d. *Personnel Experience and Qualifications.* Respondents should demonstrate that their teams include personnel with the experience and expertise necessary to deliver a high-quality mixed-use development. Teams should include resumes for identified key personnel within the proposed team, including qualifications (within the current firm or in previous roles).

Development Plan. Teams should include a description of their vision for redeveloping the site as identified in the Guidelines. Respondents should include a development narrative, a vertical development concept, and their approach to a successful public/private partnership if appropriate.

- a. *Development Narrative.* Respondents should provide a narrative accompanied by renderings, illustrations, or simple diagrams to articulate the development approach. The inclusion of these visual representations is required. This section should cover at least the following aspects:
 - i. An overall vision for the site that articulates the vision and preliminary concept, proposed program, design and massing approach, ground floor uses and site integration with the adjacent Park, site and surrounding urban fabric including Orange Avenue and South Denning Avenue and Parking Garage.
 - ii. An approach incorporating good urban design that enhances the attractiveness of surrounding built environment; and
 - iii. Proposed development timeline The overall timeline should include, but not be limited to, the following key project milestones:
 - 1. Projected Project start date;
 - 2. Due diligence and pre-development activities;
 - 3. Construction timeline; and
 - 4. Estimated Date of Completion and Occupancy.

Financial Criteria. Financial Feasibility. Includes the feasibility of the financial plan and assumptions, and the ability to secure financing. Financial Offer. The financial offer will be evaluated based on the fiscal impact to the City.

Development Plan. Teams should include a description of their vision for redeveloping the site or sites.

Respondents should include a development narrative, a vertical development concept, and their approach to a successful public-private-partnership if appropriate.

- e. *Development Narrative.* Respondents should provide a narrative accompanied by renderings, illustrations, or simple diagrams to articulate the development approach. The inclusion of these visual representations is required. This section should cover at least the following aspects:
 - i. An overall vision for the site that articulates the vision and preliminary concept, proposed program, design and massing approach, ground floor uses and site integration with the adjacent Park, site and surrounding urban fabric including Orange Avenue and South Denning Avenue and Parking Garage.
 - ii. An approach incorporating good urban design that enhances the attractiveness of surrounding built environment; and
 - iii. Proposed development timeline The overall timeline should include, but not be limited to, the following key project milestones:
 - 1. Project start;
 - 2. Due diligence and pre-development activities;
 - 3. Construction start and duration; and
 - 4. Initial occupancy.
 - f. *Vertical Development Program & Design Approach.* Teams should include a detailed proposed vertical development program and design approach for the privately owned Buildings. This section should include:
 - i. A description of how the proposed program fits into the adjacent context and overall development vision.
 - ii. A narrative description of the character of the space including how ground floor, potential second floor and potential rooftop uses accomplish the City Guidelines and desire for complimentary uses that integrate with the Park, and approximate total leasable and building gross square footages. If prospective tenants or operators have been identified, letters of intent or interest may be included to demonstrate feasibility.
 - g. *Approach to Public Partners.* Teams should include their approach to working with public stakeholders, including:
 - i. Approach to working with the City on the integration of the private development with the Park, Parking and related infrastructure including drainage, including strategy to help the City manage its portions of implementing the Project.
 - ii. If applicable, approach to drafting a Pre-Development Agreement with the City to be used as a preliminary basis for the future operating agreement and ground lease document.
- 2. Financial Plan.** Teams should provide information on their financial plan. This section should include evaluation of the financial feasibility of their proposal, all assumptions, a description of how they have will effectively secure and leverage significant funding streams from public and private sources, and their experience in assembling financing packages for mixed-use developments. The following aspects should be included:
- a. *Pro Forma.* Teams must provide a pro forma cash flow for the Buildings for a period lasting through the first ground rent reset or the first 10 years, whichever term is longer, including at a minimum:
 - i. *Program and Income Assumptions* such as operating revenues and expenses, development costs, and exit assumptions.
 - ii. *Source Assumptions* such as sources of equity, debt, and subsidies.

- iii. *Use Assumptions* including all hard and soft costs.
- iv. *Preliminary Construction and Permanent Financing Assumptions.*
- v. *Project Schedule and Timing Assumptions* including expected start date, stabilization, and key intermediate milestones.
- b. *Equity and Debt Sources.* Teams should include descriptions of equity and debt sources for financing this project. This should include each investor's equity commitment to the project (including letters of commitment), and satisfactory evidence of respondent's ability to secure project debt (including tentative letters of commitment from prospective lenders).
- c. *Construction Costs.* To the extent available, teams should include a general description of all estimated construction costs, including hard and soft costs,

Tenant and Leasing Approach. Teams should include their approach to tenancing and leasing the building.

3. Financial Offer. Teams should include a description of their financial offer, including intent to propose a ground lease. This section should include the respondent's proposal for ownership strategy using a ground lease, and where applicable, fairmarket valuation, land valuation, conversion rate, and desired schedule. Teams should also state their intention to retain a long-term ownership position in the project or sell the developed project to a third party.

- a. *Property Valuation.* In their proposal, respondents are expected to factor how they approached the fair market value. Respondents must provide an explanation in their proposal describing what value they intend to pay in the form of a ground lease for the Buildings land and access to parking portion only. For comparison reasons only, also provide a value if the land were sold for the Buildings and access to parking portion only.
- b. *Ownership & Fees.* The City will support a flexible payment schedule for lease. The City is responsible for funding all streetscape improvements and will consider, not guarantee reimbursement of impact fees.

V. Evaluation Criteria

The City will only evaluate respondent proposals deemed to be complete and deemed to fulfill the minimum threshold requirements using the scoring described below.

The evaluation will involve a City Staff team ensuring that all criteria of the RFP Requirements are met. RFP's that have been determined to have met the criteria will be have the opportunity to for their design team to present their conceptual project, the proposed uses and their ability to meet the financial requirements to City staff. Staff will then evaluate the projects based on the established criteria and provide the City Commission with a selection of applicants to present their concepts to the City Commission. Staff will provide the Commission with analysis of each proposal, and how their conceptual plans meet the Guidelines established by the Commission for the RFP's. Staff will not make any recommendations to the City Commission on which proposal is determined to be the best fit, leaving the final selection to be an open and transparent process.

- a. Category Breakdown:

- i. Project Understanding and Concept.
- ii. Organization Expertise and Experience.
- iii. Bonus Points:

- 1. Inclusion of Cultural Amenities:

- a. Application: Providing cultural amenities that are open to the public, including performance spaces, galleries, community room, museums, art centers, etc.

2. Contributions to Build-out and/or Management of Infrastructure/Park/Parking/Open Space.
 - a. Application: Committing to completing additional park amenities and other infrastructure that are not currently funded.
3. Commitment to Green and Wellness Standards – 5 Points
 - a. Application: Meeting Certified Green Standards that are nationally recognized.
 - b. Implementation of other sustainability initiatives as defined by the developer or development team.

2. Step 2:

- Financial Offer Maximum Points

GENERAL LEGEND

- LINE OF WORK
- CONSTRUCTION LINE
- CONSTRUCTION LINE
- PLANTING AREA

CONCEPT TREE LEGEND

CONCEPT SHRUB & GROUND COVER LEGEND

CONCEPT HARDSCAPE LEGEND

CONCEPT SHRUB & GROUND COVER QUANTITIES

ITEM	QUANTITY	PERCENTAGE	PLANT NAME
1	100	100%	PLANT NAME
2	100	100%	PLANT NAME
3	100	100%	PLANT NAME
4	100	100%	PLANT NAME
5	100	100%	PLANT NAME
6	100	100%	PLANT NAME
7	100	100%	PLANT NAME
8	100	100%	PLANT NAME
9	100	100%	PLANT NAME
10	100	100%	PLANT NAME
11	100	100%	PLANT NAME
12	100	100%	PLANT NAME
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15	100	100%	PLANT NAME
16	100	100%	PLANT NAME
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45	100	100%	PLANT NAME
46	100	100%	PLANT NAME
47	100	100%	PLANT NAME
48	100	100%	PLANT NAME
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LIMIT OF CONSTRUCTION

LIMIT OF CONSTRUCTION

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City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date March 8, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Quality of Life	

subject

Solid Waste Services - Contract Renewal with Waste Pro

motion / recommendation

Approve the renewal and direct staff and city attorney to revise the contract with the changes presented.

background

Waste Pro has provided solid waste services to the City of Winter Park under the existing contract for seven years (contract attached). Their contract was structured as a seven-year term with an additional option of 3 years for a renewal. In the last couple years, the global economy has seen significant changes in cost structure, and the solid waste services industry has been hit with higher labor costs, labor availability, vehicle costs, and fuel inflation. Waste Pro has asked the city to activate the 3-year extension on the contract but with amendments to the rate paid by the city. Solid waste services are a pass-through cost, so these cost increases would be borne by the end consumer.

Over the last seven years, solid waste customers in Winter Park have benefit from a cost inflation structure that contractually limited increases in cost to 75% of the change in CPI with a cap of 3%. With record low inflation over the last decade and the 25% discount, rates have only risen by about 1 - 2% annually. With record high inflation, cost increases have been capped but the ability to provide services over a long period will not be possible without a rate increase. Waste Pro is now asking that the city consider raising rates by about 40% over two years. This would result in a 20% increase in October 2023, and a 20% increase in October 2024. After that, rates would escalate at the CPI tied to solid waste services which has averaged about 3 - 4% over the long-term. Currently Winter Park residents enjoy a low collection rate of just under \$15 for the services provided by Waste Pro. This first-year increase would raise monthly payments by about \$3.

In surveying recent bids for solid waste services, the winning bids are often significantly higher than the former price. The median increase in costs for other jurisdictions in Florida that have 2 waste, 1 recycle, and 1 yard waste service a week, have increased by 60%. The attached presentation includes a survey of other jurisdictions and their before and after costs. It is staff's opinion that going out to bid would result in an even higher cost burden and that activating the existing extension and layering in cost adjustments over time will be less disrupting to the consumer.

In consideration of performing this renewal, staff has requested a number of additional amendments which are contained in Waste Pro's offer letter (attached).

- Favored nation clause that allows Winter Park to adjust their rates in the future if another comparable city contract has better rates.
- Double support for sustainability initiatives to \$50k annually.
- Provide \$50k to support clean-up services along Center St.
- Replace and improve receptacles along Center St.
- Provide \$12,500 annually to plant trees in the city (approx. 20)
- Add a trash compacter by the West Meadow

Waste Pro has asked that if the city wanted Waste Pro to convert all diesel vehicles to natural gas over the term of the contract, they would need a seven year extension to make that improvement.

Staff is requesting approval to activate the 3 - year extension to the contract with the changes to be put into an amendment and approved by each respective party.

alternatives / other considerations

If the Commission does not renew, this would need to become a solicitation issue so that bids can be received and negotiated in time to start in the new fiscal year.

fiscal impact

Solid waste services are a pass-through cost in the General Fund. Cost increases would be borne by the customers.

ATTACHMENTS:

[Solid Waste and Recyclables Collection Agreement.pptx](#)

ATTACHMENTS:

[Winter Park - Renewal Letter of Intent.pdf](#)

ATTACHMENTS:

[Franchise Agreement - FINAL 6_8_16.pdf](#)



Solid Waste and Recyclables Collection Agreement: Renewal with Amendment

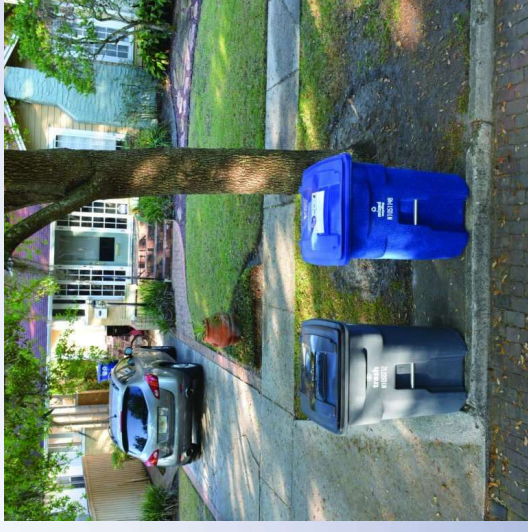


March 8th, 2023

Current Contract



- **Waste Pro of Florida, Inc. in place since 2016**
- **At 3 yr renewal mark**
- **Weekly services includes: 1 recycling, 2 Solidwaste, 1 Yard Trash plus commercial services**
- **Monthly household rate of \$14.99**



Market Analysis



Winter Park currently has one of the lowest rates in a comparison of other neighboring cities with similar garbage service levels and has enjoyed cost inflation that is below the level of inflation. The existing contract annually adjusts by 75% of the change in CPI with a cap of 3%.

Waste Pro has requested to activate their renewal but needs an inflationary adjustment to account for changes in labor and fuel costs.

Recent competitive solicitations in Florida for similar service levels have seen rates increase over 60% based on the median response for similar service bids.

Market Analysis



Recent Bids:

Location	Date	Winning Company	Service Level	Old Rate	New Rate	% Change
North Lauderdale	April-21	Waste Management	2x1x1	\$11.36	\$33.38	193.84%
Margate	April-21	Republic	2x1x1	\$19.04	\$30.70	61.24%
City of Davie	June-21	Coastal	2x1x1	\$13.90	\$23.43	68.56%
Pompano Beach	August-21	Coastal	2x1x1	\$21.02	\$28.75	36.77%
Palm Coast	March-22	FCC	2x1x1	\$20.16	\$32.12	59.33%
Howey in the Hills	March-22	GFL	2x1x1	\$16.86	\$24.86	47.45%
Kenneth City	March-22	Waste Pro	2x1x1	\$13.65	\$21.86	60.15%
Southwest Ranches	May-22	Waste Management	2x1x1	\$45.61	\$95.48	109.34%
Flagler County	September-22	Waste Pro	2x1x1	\$20.16	\$32.05	58.98%
Jacksonville Beach	September-22	Waste Pro	2x1x1	\$16.89	\$32.67	93.43%
Fernandina Beach	October-22	Waste Management	2x1x1	\$18.95	\$31.95	68.60%
					Median	60.15%
					Average	66.73%

Market Analysis



Impact on Monthly Residential Rate:

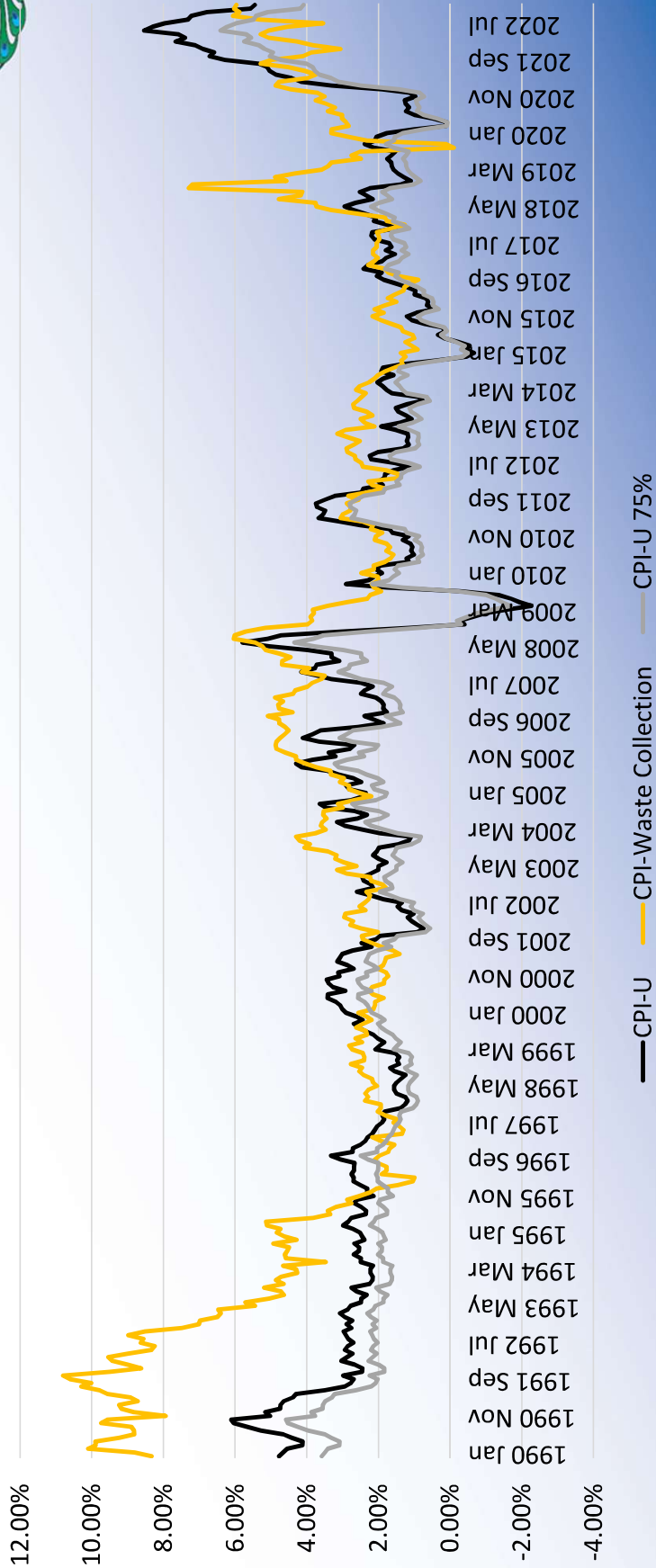
Current Rate	Rate on Oct 2023	Monthly Ch vs prior yr	Rate on Oct 2024	Monthly Ch vs prior yr
\$ 14.99 \$	17.99 \$	3.00 \$	21.59 \$	3.60 \$

Due to the recent inflation in labor, materials, and fuel, Waste Pro is requesting an increase in rates to be allocated over a two-year period with twenty percent (20%) at the start of the contract date, then an additional increase of twenty percent (20%) in the subsequent year. Then the rate would escalate based on the CPI-U index # CUUR0000SEHG02 as calculated to the most recent twelve (12) month period prior to the annual contract date.

Market Analysis



CPI Comparison Graph from 1990 - Jan 2023



Contract Amendments



- Waste Pro will offer the City of Winter Park its most competitive rates and will amend the City of Winter Park rates to match through a “favored nation” clause.
- Waste Pro will guarantee all trucks will be equipped with Third-Eye technology that photo documents all pick-ups.
- Waste Pro will double its financial contribution to sustainable efforts in the city by increasing their annual contribution to fifty-thousand-dollars (\$50,000).
- Waste Pro will contribute twenty trees annually at a cost of \$12,500 toward the city’s tree fund to support natural beautification efforts.
- Waste Pro is committed to reducing emissions within the municipalities they operate in. In its sustainable endeavors with the City of Winter Park, Waste Pro will convert all diesel vehicles to natural gas over the term of the contract if the city would consider expanding the renewal for seven (7) years instead of three (3) years.

Contract Amendments



Center Street Initiatives:

- Provide \$50,000 annually toward supporting employee related costs for servicing the CRA district/Center Street.
- Replace all shared trash compactors used in the Center St. Corridor with new or refurbished ones at the renewal date.
- Replace all cardboard containers to slat style at the renewal date.
- Addition of trash compactor at West Meadow under terms and conditions of the existing contract.

Service Improvements



- **Industry challenges-** Shared labor pool, staffing and landfill issues
- **Improvements made-** Third eye technology, daily reporting, point of contacts
- **Current communications-** Internal communications between city/vendor
- **Transition impacts-** resources required for city-wide transition

Staff Recommendation



Staff recommends to renew the Solid Waste Agreement with between the City of Winter Park and Waste Pro of Florida, Inc. for an additional term of three (3) years with the requested amendments.



February 23, 2023

Mr. Peter Moore, Director
Office of Management & Budget
City of Winter Park
401 Park Ave, South
Winter Park, Florida 32789

RE: Renewal of the Solid Waste and Recyclables Collection Franchise Agreement Between City of Winter Park and Waste Pro of Florida, Inc.

Dear Mr. Moore,

This purpose of this letter is to express Waste Pro of Florida, Inc., desire to renew the Solid Waste Agreement for an additional term of three (3) years with approved requested amendment.

Waste Pro is excited and appreciative to continue our partnership with the City of Winter Park, and respectfully requests consideration of the below stated request.

Winter Park currently has a monthly household rate of fourteen-dollars-and-ninety-nine-cents (\$14.99), which is one of the lowest rates in a comparison of other neighboring cities with similar garbage service levels. Recent competitive solicitations in Florida for similar service levels have seen rates increase on average 66%.

Due to the recent inflation in labor, materials, and fuel, Waste Pro is requesting an increase in rates to be allocated over a two-year period with twenty percent (20%) at the start of the contract date, then an additional increase of twenty percent (20%), (this covers eighteen months of CPI and the below additional costs) on the one-year anniversary date. Subsequent annual adjustments to rates will be based on the CPI-U index # CUUR0000SEHG02 as calculated to the most recent twelve (12) month period prior to the annual contract date. Waste Pro warrants that this rate is its most competitive rate for cities of comparable size and composition to Winter Park.

In exchange for issuing a three-year renewal, Waste Pro will offer the following amendments to the existing contract:

Waste Pro will offer the City of Winter Park its most competitive rates throughout the renewal term and if Waste Pro is awarded a new competitively bid contract with any other reasonably comparable city in Orange County with like terms and conditions and is found to have better rates, Waste Pro will amend the City of Winter Park rates to match through a "favored nation" clause.

Waste Pro will guarantee all trucks will be equipped with Third-Eye technology that photo documents all pick-ups.



Waste Pro will double its financial contribution to sustainable efforts in the city by increasing their annual contribution to fifty-thousand-dollars (\$50,000).

We will contribute twenty trees annually at a cost of \$12,500 toward the city's tree fund to support natural beautification efforts.

Center Street initiatives:

- Provide \$50,000 annually toward supporting employee related costs for servicing the CRA district/Center Street
- Replace all shared trash compactors used in the Center St. Corridor with new or refurbished ones at the renewal date
- Replace all cardboard containers to slat style at the renewal date
- Addition of trash compactor at West Meadow under terms and conditions of the existing contract.

Waste Pro is committed to reducing emissions within the municipalities they operate in. In its sustainable endeavors with the City of Winter Park, Waste Pro will convert all diesel vehicles to natural gas over the term of the contract if the city would consider expanding the renewal for seven (7) years instead of three (3) years.

Waste Pro appreciates the City's time and consideration of above request. Waste Pro desires to continue to provide outstanding service to the residents and business owners of the City of Winter Park, through a trusted and valued partnership.

Respectfully,

Erik Sankey
Regional Vice President
Waste Pro of Florida, Inc.
esankey@wasteprousa.com
Mobile: 407-401-6771



Solid Waste and Recyclables Collection Franchise Agreement

Between

**City of Winter Park
("City")**

And

**Waste Pro of Florida, Inc.
("Franchisee")**

SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this <<#>> Day of <<MONTH>>, 2016, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida Municipal Corporation, located at 401 Park Avenue South, Winter Park, Florida 32789 (hereinafter "City") and **WASTE PRO OF FLORIDA, INC.**, a Florida Corporation, located at 2101 West State Road 434, Suite 305, Longwood, Florida 32779 (hereinafter "Franchisee").

WITNESSETH:

WHEREAS, there is an immediate and continuing need for the collection and disposal of Solid Waste, Recyclables, Yard Waste, and Bulk Waste from residents, businesses, and other entities within the municipal boundaries of the City of Winter Park; and

WHEREAS, Franchisee has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

WHEREAS, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Winter Park and its resident businesses and entities to award a franchise to Franchisee to provide for the collection and disposal of Solid Waste, Recyclables, Yard Waste and Bulk Waste, upon the terms and conditions more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Franchisee agree as hereinafter set forth:

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ARTICLE 1. DEFINITIONS

To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail for the purposes of this Agreement. However, nothing contained herein shall be interpreted to require Franchisee to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa.

Applicable Law shall mean all applicable federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Bulk Waste shall mean any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods.

Center Street Service Area shall mean the specified area which generally encompasses any Commercial Establishment or place of business or residence located within the boundaries of Canton Avenue to the north, Knowles Avenue to the east, Lyman Avenue to the south, and Park Avenue to the west, adjacent to the Center Street or having frontage on that portion of streets intersecting Center Street, within the described area. [A graphic depiction of the Center Street Service Area is provided in Exhibit 4.]

Change in Law shall mean (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Franchisee's operation under this Agreement more burdensome than the requirements that are applicable to Franchisee in effect as of the Effective Date. A change in any federal, state, county, or other tax law or worker's compensation law shall not be a Change in Law. However, in the event that a federal, state, or local entity imposes a fee, charge, or tax after the Effective Date that applies to Franchisee's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

City shall mean the City of Winter Park, Florida.

City Commission or **Commission** shall mean the City Commission of the City of Winter Park, Florida.

Code shall mean the Code of Ordinances of the City of Winter Park, Florida.

Commencement Date shall mean October 31, 2016, the date services pursuant to the Agreement shall commence.

Commercial Collection Service shall mean the collection of Solid Waste within the Service Area from Commercial Establishments.

Commercial Customers shall mean any person receiving Commercial Collection Service.

Commercial Establishment shall mean a business, corporation, company, incorporated or limited concern, licensed to do business in the City, whether owned, leased, or rented.

Compactor shall mean a Container that has a compaction mechanism, whether stationary or mobile.

Construction and Demolition or **C&D** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of C&D with other types of Solid Waste will cause it to be classified as other than C&D. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other Solid Waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other Solid Waste; and
- (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

Container shall mean Roll Cart, Dumpster, Compactor, Roll-Off, or any other container approved by the City intended for collection of Solid Waste or Recyclable Materials.

Contaminates or **Contamination** means the same as Rejects: that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables.

Contract Manager shall mean the person designated by the City to act as City's representative during the term of this Agreement.

Day shall mean one calendar day.

Designated Facility shall mean the facility designated by the City for delivery of materials collected pursuant to this Agreement.

Dumpster shall mean a large metal or plastic box for multi-family or commercial Solid Waste or Recyclables, usually of the two-cubic-yard to eight-cubic-yard size which is lifted by mechanical means. Dumpsters normally have plastic lids.

Effective Date shall mean the date this Agreement has been executed by both the City and Franchisee, whichever is later.

E-Waste shall mean discarded electronic devices and components including, but not limited to, computers, monitors, keyboards, mice, terminals, printers, modems, scanners, cell phones, televisions, copiers, and other electronic equipment as defined by the City.

Franchise Agreement or **Agreement** shall mean this Franchise Agreement between the City and Franchisee, together with all exhibits and other documents that are expressly incorporated by reference.

Franchisee shall mean the person, firm, corporation, organization, agency, or joint venture with whom the City has executed this Franchise Agreement.

Hazardous Waste shall mean solid waste or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under F.S. § Chapter 497

Holidays shall mean the Days in which the Designated Facility is closed. The current Holidays include New Year's Day, Thanksgiving, and Christmas.

Household Hazardous Waste or **HHW** shall mean household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Multi-Family Collection Service shall mean the collection of Solid Waste and Program Recyclables from Multi-Family Units, and delivery of collected materials to the Designated Facility. Residential Units not desiring to receive curbside Residential Collection Service may choose to receive Multi-Family Collection Service.

Multi-Family Customers shall mean any person receiving Multi-Family Collection Service.

Multiple Dwelling Unit or **Multi-Family Unit** shall mean any building containing four (4) or more permanent residential living units.

Program Recyclables refers to Recyclables, including Single Stream and segregated cardboard, collected from Residential and Multi-Family Units, Center Street Service Area, City facilities, City-sponsored events, and City-designated public areas. Program Recyclables shall include the following list of materials which may be amended at the City's discretion as markets develop for additional materials: all paper; aseptic cartons; all plastic bottles and containers; rigid bulky plastics; glass food and beverage containers; and aluminum, tin/seal, bimetal food and beverage containers, aluminum foil, and scrap metal. Program Recyclables include incidental amounts of rejects and non-designated materials as can normally be expected as part of municipal recycling collection.

Recyclable Materials or **Recyclables** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

Rejects means that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables, also referred to as Contaminates or Contamination.

Residential Collection Service shall mean curbside collection of Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste from Residential Units, and delivery of collected materials to the Designated Facility. Multi-Family Units with adequate curbside access may choose to receive Residential Collection Service and be billed individually as a Residential Unit.

Residential Customers shall mean any person receiving Residential Collection Service.

Residential Unit shall mean single family detached homes, duplexes, and triplexes.

Residue or Residuals means the portion of the Recyclable Materials stream, other than Rejects, accepted by the Franchisee that is not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

Roll Cart shall mean a wheeled container designed and intended to be used for automated collection of Solid Waste and Program Recyclables, which is a type and size approved by the City.

Roll-Off Container or Roll-Off shall mean a large metal box normally used for C&D debris or other large amounts of Solid Waste, usually of the ten-, twenty-, thirty-, or forty-cubic-yard size which are lifted by mechanical means. These containers may be either open top or closed compaction type.

Service Area shall mean the area within the municipal boundaries of the City of Winter Park, Florida, as may be modified from time to time pursuant to F.S. § Chapter 171.

Single Stream refers to a recycling process that allows for Recyclables to be collected commingled, with containers and paper collected in the same Container.

Sludge shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Solid Waste as defined by Section 403.703(13), F.S., as may be amended, to mean Sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, Special Wastes, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. For the purposes of this Agreement, Solid Waste shall not include Sludge or Recyclable Materials.

Special Collection Service shall mean any Solid Waste collection services provided to Residential, Multi-Family, and Commercial Customers upon customer request.

Special Wastes shall mean Solid Waste that can require special handling and management, including but not limited to, White Goods, waste tires, used oil, lead acid batteries, C&D debris, ash residue, yard waste, and biological wastes.

Ton means a short ton, 2,000 pounds.

Uncontrollable Force shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, terrorism, sabotage, and governmental actions. Labor disputes, including, without limitation, strikes and slowdowns, are not an Uncontrollable Force.

White Goods shall mean and include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Yard Waste shall mean vegetative matter resulting from yard and landscaping maintenance and land clearing operations and includes associated rocks and soils. For the purposes of the City's ordinance, yard waste does not include land clearing operations or associated rocks and soils. Additionally, Yard Waste does not include debris generated by landscapers or lawn maintenance services.

ARTICLE 2. TERM

2.1. Effective and Commencement Dates

The Effective Date is the date the Agreement is executed and has been signed by the City and Franchisee, whichever date is later. The Commencement Date is the date that collection services required by this Agreement shall commence. The Commencement Date shall be October 31, 2016.

2.2. Initial Term

The term of this Agreement shall be for a period of seven (7) years beginning on the Commencement Date, October 31, 2016, and terminating October 29, 2023.

2.3. Renewal Option

At the sole option of the City, this Agreement may be renewed for one (1) additional term of three (3) years under the same terms and conditions as the initial term, including amendments. Franchisee shall be notified no later than one hundred eighty (180) Days prior to the end of the initial term of the City's intent to renew or not renew this Agreement. If renewed, the additional three (3) year term will begin on October 30, 2023, and terminate on October 31, 2026.

ARTICLE 3. COLLECTION SERVICES

3.1. Exclusive Services

Franchisee is herein granted the exclusive right to provide the following collection services in the Service Area:

- a. Residential Collection Service including the collection of Solid Waste, Program Recyclables, and Yard Waste from Residential Units.
- b. Multi-Family Collection Service including the collection of Solid Waste and Program Recyclables from Multi-Family Units.
- c. Commercial Collection Service including the collection of Solid Waste from Commercial Establishments.

3.2. Non-Exclusive Services

- 3.2.1. Franchisee shall provide Special Collection Service to Residential, Multi-Family, and Commercial Customers upon request; however, this service is not exclusive to the Franchisee.
- 3.2.2. Franchisee shall provide collection of Recyclables from Commercial Establishments upon request and as required in this Agreement; however, provision of this service is not exclusive to Franchisee.
- 3.2.3. The Franchisee is not granted the exclusive right to collect Yard Waste from Multi-Family Customers, Commercial Customers, or contractor-generated waste. The Franchisee may provide these services at competitive rates that shall not be controlled by this Agreement.
- 3.2.4. The Franchisee is not granted the exclusive right to collect, haul, and dispose of C&D generated from existing residential single family dwelling units, duplexes, and triplexes. Existing means that the unit has been built at time collection service for C&D is desired.

- 3.2.5. The City reserves the right to exclude the collection of other materials from this Agreement in the future for the purposes of increasing waste diversion.

ARTICLE 4. TITLE TO SOLID WASTE AND RECYCLABLE MATERIALS

After Solid Waste or Program Recyclables have been placed by the customer/generator to be collected by Franchisee, the Franchisee shall hold title and ownership to all such materials. However, the Franchisee shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials, unless provided for in this Agreement or by prior written agreement of the Contract Manager, except that Franchisee shall have the right and obligation to transport all such materials to the Designated Facility.

ARTICLE 5. TRANSITION OF COLLECTION SERVICES

5.1. Transition Prior to Commencement of Collection Services

Franchisee is responsible for providing a smooth transition in services to minimize inconvenience to customers. To accomplish this objective, Franchisee shall participate in transition meetings as scheduled and conducted by the Contract Manager, to plan and manage the transition process so that no service interruption occurs.

Franchisee shall submit to the Contract Manager, no later than fifteen (15) Days following the Effective Date, a transition plan detailing how the Franchisee will plan and prepare for providing Residential Collection Services, Multi-Family Collection Services, Commercial Collection Services, and Special Collection Services leading up to the Commencement Date. The transition plan must be in Microsoft Excel format, detailed to the task level, and provide a thorough action plan with description by task, responsible party, and due date for each action item.

The transition plan must meet the approval of the Contract Manager. If the Contract Manager does not approve any part of the transition plan, the Franchisee shall provide a revised proposed transition plan within five (5) Days of notification.

At a minimum, Franchisee must address the following categories in the transition plan. This list is not intended to identify all necessary tasks to be performed by the Franchisee, but to provide a springboard for the Franchisee to develop a comprehensive transition plan:

- a) Contact List: List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations director (or similarly titled positions).
- b) Transition Meeting and Call Schedules: Proposed meeting and call schedules to include, but not be limited to, meetings with the Contract Manager, City staff, and outgoing franchisee leading up to the Commencement Date.
- c) Local Office: Schedule for setting up local office, installing local telephone number routed to the local office, and staffing in place to begin receiving calls.
- d) Cart Procurement: Schedule for purchase and manufacturing of Franchisee-provided Roll Carts for Residential Collection Service including artwork approval by City and prototype delivery. The City retains the

right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.

- e) Cart Assembly and Distribution (A&D): Schedule for Roll Cart A&D including cart shipment dates, days and hours of operations, and completion of A&D. An A&D plan should also be included identifying contractor and contact information, staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method of assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database.
- f) Cart Swaps: Schedule for Roll Cart swaps including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.
- g) Fleet: Schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) and providing a vehicle/equipment list and route summary to the Contract Manager. For all new purchases, contractor shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date.
- h) Education and Outreach: Schedule for delivering information brochure to all customers prior to the Commencement Date. Schedule to produce, acquire City approval, print and collate information packet to be attached to Roll Carts during A&D.
- i) Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
- j) Commercial Containers: Schedule for purchasing Containers, equipping Containers with Radio Frequency Identification (RFID) tags, and removing/replacing all multi-family and commercial Containers owned by outgoing franchisee. Or, if applicable, plan to purchase current containers from outgoing service provider, paint containers, and equip with RFID tags.
- k) Routing: Schedule for developing waste and recycling routes, identifying obstacles such as low trees and overhead wires, and conducting dry-runs of collection routes.
- l) RFID: Schedule for testing/calibrating truck-mounted RFID readers. Schedule for onsite training for City staff on the use of web-based service verification system by appropriately-trained professional personnel.

5.2. Solid Waste Service Contracts

- 5.2.1. Any and all contracts that provide exclusive Solid Waste collection service, disposal, and/or related Solid Waste services between the previous franchisee, including without limitation Waste Pro of Florida, Inc., and customers within the municipal boundaries of the City, not including non-exclusive services and any indemnification, hold harmless and prior franchisee continuing liability obligations, shall be null and void as of 11:59 p.m. on October 30, 2016.
- 5.2.2. The term of any contract written by the Franchisee for Solid Waste collection service, disposal, and/or related Solid Waste Services, not including non-exclusive services, shall not extend past the term of this Agreement.

5.3. Transition Prior to Expiration of Collection Services

- 5.3.1. Should the City choose not to renew this Agreement or should no renewal options remain, the City anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Franchisee agrees to provide service to the City for an additional ninety (90) Day period beyond the expiration of the Agreement at the then established service rates, provided the City requests said services in writing at such time.
- 5.3.2. At the expiration of this Agreement, Franchisee shall work with the City and the newly selected franchisee to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the City and newly selected franchisee, coordination and cooperation in removal of Containers, a comprehensive customer list, and providing service information, as requested.
- 5.3.3. Franchisee will coordinate with City to ensure the transmission of a complete and accurate asset management database including all information associated with Roll Cart management.
- 5.3.4. The City reserves the right to withhold payment to Franchisee for the final month of service until Franchisee has complied with all requirements of this Article.

ARTICLE 6. RESIDENTIAL SERVICE

6.1. Service Requests

Residential Customers will initiate and terminate service directly with the City. The City shall promptly notify the Franchisee of all changes in service.

6.2. Residential Collection Service

- 6.2.1. Solid Waste shall be collected twice per week in Franchisee-provided Roll Carts. See Article 9.2 for further details regarding Roll Carts.
- 6.2.2. Residents will be instructed to place all materials inside of Roll Carts. Should a resident place materials outside of the Roll Cart for collection, the Franchisee shall collect the materials outside the Roll Cart and leave a notice instructing the resident that in the future materials left outside of the Roll Cart will not be collected and providing instruction for how to request an additional Roll Cart should the resident require it. After the initial notice has been left, the Franchisee shall leave a non-collection notice on materials left outside of the Roll Cart.
- 6.2.3. Program Recyclables shall be collected once per week in Franchisee-provided Roll Carts in Single Stream. The types of materials included for collection as Program Recyclables may be modified upon mutual agreement between the City and the Franchisee. Such modification shall be at no additional cost to the City or resident unless the Franchisee can document that the addition of such items substantially impacts the cost of providing service.
- 6.2.4. Yard Waste placed curbside by Residential Customers for collection according to the provisions herein shall be collected once per week. Residential Customers are to containerize in Franchisee-provided roll

carts (Franchise-provided Yard Waste are roll carts that are repurposed solid waste carts used during the City's previous franchise), resident-provided cans, plastic or paper bags, bundle, or neatly stack Yard Waste and place it curbside. Yard Waste may not exceed four (4) feet in length or be greater than fifty (50) pounds in weight for any single can, bag, or bundle. Franchisee shall collect all Yard Waste set out for collection that does not require a special vehicle for collection service.

- 6.2.5. Franchisee shall provide collection of all small piles of Bulk Waste not requiring a special vehicle to service twice per week at the same time as Solid Waste collection. In addition, Franchisee shall provide an unlimited collection of Bulk Waste from Residential Customers twice per year at a time agreed upon by the City and Franchisee (typically during the months of May and November) at no cost to the City or customer.

6.3. Side/Backdoor Collection

Franchisee shall, at no additional cost to the Residential Customer or the City, provide side/backdoor collection of Solid Waste, Program Recyclables, and Yard Waste in Roll Carts to Residential Customers who are unable to deliver their Solid Waste or Program Recyclables to the curb. Franchisee shall commence backdoor collection within one (1) week of notification by the City.

6.4. Procedures for Non-Collection

- 6.4.1. In the event that the Solid Waste or Yard Waste placed out for collection does not comply with set out procedures pursuant to this Agreement, Franchisee is not required to collect it. If Franchisee elects to not collect such materials, a non-collection notice shall be placed on the container or non-conforming materials explaining why collection was not made and Franchisee shall notify the Contract Manager pursuant to Article 13.2.

- 6.4.2. In the event that Program Recyclables are contaminated through commingling with materials that are not a Program Recyclable, Franchisee shall collect the Program Recyclables and leave material that is not Program Recyclables in the Recycling Roll Cart along with a non-collection notice explaining why all materials were not collected. However, in the event that the Program Recyclables and materials that are not Program Recyclables are commingled to the extent that they cannot easily be separated by the Franchisee, or the nature of the non-Program Recyclables renders the entire Recycling Roll Cart contaminated, Franchisee shall leave all the materials along with a non-collection notice explaining why collection was not made.

- 6.4.3. In the event that a repurposed Yard Waste roll cart is contaminated through commingling with non-Yard Waste, Franchisee shall collect the Yard Waste and leave material that is not Yard Waste in the roll cart along with a City-provided non-collection notice explaining why all materials were not collected. However, in the event that the Yard Waste and materials that are not Yard Waste cannot be easily separated by Franchisee, or the nature of the non-Yard Waste renders the entire Yard Waste roll cart contaminated, Franchisee shall leave all the materials along with a City-provided non-collection notice explaining why collection was not made. Franchisee shall collect contaminated Yard Waste containers with Solid Waste collection if non-collection notices

have been issued. Should a Residential Customer continue to set out contaminated Yard Waste in the repurposed roll cart, the Franchisee shall remove the Yard Waste roll cart from the customer's residence.

6.4.4. Franchisee shall develop and produce non-collection notices for Solid Waste, Yard Waste, and Program Recyclables collection. The City shall provide the Franchisee a special non-collection notice for repurposed roll carts used for segregated Yard Waste. The design and content of non-collection notice are subject to approval by the City.

6.4.5. As further specified in Article 13.2, Franchisee shall electronically notify the Contract Manager regarding all non-collection events.

6.5. Hours and Holidays

6.5.1. Residential Collection Service shall take place between 7:00 a.m. and 7:00 p.m. Monday through Friday, unless prior approval by the Contract Manager is obtained. There shall be absolutely no Residential Collection Service on Saturdays or Sundays, unless prior approval is given by the Contract Manager.

6.5.2. Residential Collection Service is not required on Days in which the Designated Facility is closed for a Holiday.

6.5.3. No makeup collection is required for Solid Waste but missed Recyclables and Yard Waste must be collected on the next Day. The Franchisee may provide makeup collection services for Recyclables and Yard Waste on the Saturday following each of the three Holidays. No other Saturday collection is permissible. All holiday makeup collection schedules must have prior approval by the Contract Manager.

ARTICLE 7. MULTI-FAMILY SERVICE

7.1. Service Requests

Multi-Family Customers will initiate, change, and terminate services directly with the City. The City will electronically transmit initiated, terminated, or changed service requests to the Franchisee on a daily basis. Collection service shall start, terminate, or change on the next scheduled collection day from the date requested by the Multi-Family Customer.

7.2. Multi-Family Collection Service

7.2.1. The Franchisee shall collect Solid Waste from Multi-Family Units at least once per week. Franchisee shall provide Containers for the accumulation of Solid Waste. The number and size of Containers shall be mutually agreed upon by the customer and Franchisee. The City retains the right to determine the appropriate number and size of Containers.

7.2.2. The Franchisee shall collect Program Recyclables from Multi-Family Units at least once per week. Franchisee shall provide Containers for the accumulation of Program Recyclables. The number and size of Containers shall be mutually agreed upon by the customer and the Franchisee. The City retains the right to determine the appropriate number and size of Containers.

- 7.2.3. Franchisee shall provide an unlimited collection of Bulk Waste from Residential Customers twice per year at a time agreed upon by the City and Franchisee (typically during the months of May and November) at no cost to the City or customer.

7.3. Hours and Holidays

- 7.3.1. Multi-Family Collection Service shall take place between 7:00 a.m. and 7:00 p.m. Monday through Friday. Any variation must have prior approval by the Contract Manager.
- 7.3.2. Franchisee shall not be required to provide Multi-Family Collection Service on a Holiday.

ARTICLE 8. COMMERCIAL COLLECTION SERVICE

8.1. Service Requests

- 8.1.1. Commercial Customers will initiate, change, and terminate service directly with City, excluding Roll-Off services. The City will electronically transmit initiated, terminated, or changed service requests to the Franchisee on a daily basis. Collection service shall start, terminate, or change on the next scheduled collection day from the date requested by the customer.
- 8.1.2. Commercial Customers utilizing Roll-Offs will initiate, terminate, or change level of service directly with the Franchisee.

8.2. Commercial Collection Service

- 8.2.1. Collection of Solid Waste shall be provided at least once per week, unless otherwise approved by the City. Collection shall be provided frequently enough to prevent the creation of a public nuisance or a threat to the public health, safety, or welfare. If necessary, the Contract Manager or their designee shall assist Franchisee and customer in confirming that the size of the collection Container and frequency of collection are sufficient to ensure that Solid Waste is not routinely placed or stored outside of the collection Container.
- 8.2.2. Collection Containers shall be placed at locations that are mutually acceptable to Franchisee and Commercial Customer, and in compliance with Code. If a dispute should arise between a Commercial Customer and Franchisee regarding the location of a Container, the Contract Manager shall designate the location.

8.3. Center Street Service

- 8.3.1. The City shall designate the size, quantity, type, and location of all shared Containers for Solid Waste and Recyclables in the Center Street Service Area.
- 8.3.2. No other Commercial Collection Service is allowed in the Center Street Service Area without the written approval of the Contract Manager.
- 8.3.3. All Recyclables collected from City-designated shared Containers shall be considered Program Recyclables.
- 8.3.4. Franchisee shall provide daily valet service to collect cardboard from Commercial Establishments and residences that set cardboard out at

their back door. Franchisee shall collect properly prepared and set out cardboard once per day Monday through Saturday. Saturday collection shall be scheduled to facilitate the completion of the valet service prior to 12:00 p.m. The City shall pay the Franchisee the per cubic yard rate for loose commercial Recyclables as identified in Exhibit A. The daily valet service shall be provided only with the coordination of and at the direction of the Contract Manager.

- 8.3.5. The City retains the right to designate other areas within the City, similar to Center Street Service Area, for shared Container program(s).

8.4. Commercial Recycling

- 8.4.1. Franchisee shall encourage all persons utilizing a Commercial Establishment to recycle and shall provide for collection of Recyclables. The types of Recyclables collected from Commercial Customers shall, at a minimum, include those materials collected as Program Recyclables.

- 8.4.2. Frequency of collection for Recyclables may be provided as agreed upon by the Commercial Customer and Franchisee.

- 8.4.3. The rate charged by Franchisee for collection of commercial Recyclables shall be less than the collection rate charged for servicing a Solid Waste Container of equal size and frequency.

8.5. Hours and Holidays

- 8.5.1. Commercial Collection Service shall take place between 6:00 a.m. and 6:00 p.m. Monday through Sunday. Any variation must have prior Contract Manager approval.

- 8.5.2. Franchisee shall not be required to provide Commercial Collection Service on Holidays.

ARTICLE 9. CONTAINERS

9.1. Customer-Provided Containers

Franchisee shall replace personal containers used for Yard Waste of a Residential Customer within three (3) business days after being notified by a customer or the City that Franchisee or its employees damaged the customer's container. Franchisee shall provide a replacement container (as applicable) that is similar in style, material, quality, and capacity to the customer's original container. Franchisee is not responsible for a replacement container if it can satisfactorily prove to the Contract Manager that Franchisee or its employees did not damage the customer's container.

9.2. Residential Roll Carts

- 9.2.1. Prior to the Commencement Date, in accordance with transition plan specified in Article 5, Franchisee shall deliver Solid Waste and Recyclables Roll Carts for all Residential Customers within the Service Area. Following the Commencement Date Franchisee shall deliver Solid Waste and Recyclable Roll Carts within three (3) business days of notification of a new Residential Customer. Roll Carts must meet the technical specifications provided in Exhibit 6. Roll carts shall be delivered with information attached pursuant to Article 14.1.

- 9.2.2. Ownership of Roll Carts provided for Residential Collection Service shall rest with Franchisee until expiration or termination of this Agreement, at which point ownership and warranty transfer shall rest with the City. Should the Agreement be terminated early for convenience, the City shall pay the Franchisee a prorated amount for the purchase price of the Roll Carts based on the initial term of the Agreement.
- 9.2.3. The standard program-size Roll Carts include a ninety-five (95) gallon cart, or similar size, for Solid Waste and a sixty-five (65) gallon cart, or similar size, for Program Recyclables issued to each Residential Customer. However, ≈ 95 -, ≈ 65 -, and ≈ 35 -gallon Solid Waste and Recycling Roll Cart sizes will be made available for customers that request alternative sizes.
- 9.2.4. Franchisee shall exchange a Residential Customer's Roll Cart with an alternatively-sized Roll Cart. Franchisee shall provide one (1) Roll Cart exchange for Solid Waste and one (1) Roll Cart exchange for Recyclables per customer at no charge to the customer or the City. Should a Residential Customer request additional exchanges, Franchisee may charge the Residential Customer no more than thirty-five dollars (\$35) per Roll Cart that is exchanged. Franchisee shall track and report exchanges as specified in Article 13.2.
- 9.2.5. If a customer generates large quantities of Solid Waste, the customer may request up to one (1) additional Roll Cart to accommodate the extra materials. The City will request the Franchisee to deliver additional Roll Carts at no charge to the Residential Customer or the City.
- 9.2.6. If a customer generates large quantities of Program Recyclables, the customer may request an additional Roll Cart to accommodate the extra materials. The City will request the Franchisee to deliver additional Roll Carts at no charge to the Residential Customer or the City.
- 9.2.7. Franchisee shall repair or replace a Roll Cart within three (3) business days of receiving notice from the City or customer of the need for repair, or if identified unserviceable by Franchisee.
- 9.2.8. Roll Carts shall be delivered to customers within three (3) business days from the date of request.
- 9.2.9. Franchisee shall make every reasonable effort to track and locate all Roll Carts reported by a Residential Customer as stolen, lost, or missing. If a Roll Cart is unable to be located after sixty (60) Days from the date a claim was made, the City will reimburse the Franchisee for the lost, stolen, or missing cart. Franchisee must provide the Contract Manager a recent Roll Cart invoice showing the price paid for a replacement Roll Cart.
- 9.2.10. If the Franchisee can prove that a damaged Roll Cart is the fault of the customer, the City will reimburse the Franchisee for the damaged Roll Cart. Franchisee must provide the Contract Manager a recent Roll Cart invoice showing the price paid for a replacement Roll Cart.
- 9.2.11. The City will inform residents of options for repurposing or recycling their recycling bins. Recycling options will include placing bins curbside during first month of carted collection service. If placed curbside, Franchisee shall collect and recycle the recycling bins.

9.2.12. Franchisee shall provide one (1) repurposed solid waste roll cart from the City's previous franchise to Residential Customers, upon request, for segregated Yard Waste. Ownership of the repurposed Yard Waste roll carts shall rest with the Franchisee. The Contract Manager shall provide a sticker identifying that the repurposed roll cart is for segregated Yard Waste only. Franchisee shall only provide repurposed roll carts to Residential Customers based on Franchise's existing inventory. At no time shall the Franchisee be required to purchase Roll Carts for Yard Waste collection.

9.3. Multi-Family and Commercial Containers

9.3.1. Franchisee shall purchase, equip, and maintain Ultra High Frequency (UHF) RFID tags on all commercial Containers serviced, with the exception of Compactors and Roll-Offs. However, receiving containers used with vertical compactors in the Center Street Service Area are required to have RFID tags. Technical specifications for the required RFID tags are provided in Exhibit 7. Roll Cart RFID tags shall meet the technical specifications as described in Exhibit 6.

9.3.2. Prior to the Commencement Date and in accordance with transition plan specified in Article 5, Franchisee shall provide appropriate Solid Waste and Recyclables Containers, as required to service Multi-Family and Commercial Customers.

9.3.3. All Containers shall be painted (with the exception of Roll Carts) and have the Franchisee's name and phone number clearly displayed. No advertising shall be posted on Containers.

9.3.4. Roll Carts used for Multi-Family and Commercial Collection Service shall meet the specifications in Exhibit 6, with the exception of markings and warranty transfer. Roll Carts used for Multi-Family and Commercial Collection Service shall have the Franchisee's name displayed on the outside of the Roll Cart and remain the property of the Franchisee at the expiration or termination of this Agreement.

9.3.5. Containers shall be maintained in accordance with general industry standards, which include being rust-free, having drain plugs installed to retain storm water and prevent leaching, having properly fitting lids that close tightly, and are in proper, safe, working condition.

9.3.6. Maintenance of all Containers is the sole responsibility of the Franchisee. RFID technology maintenance shall be considered part of Container maintenance. The Franchisee shall repair or replace any Container in need of such repair or replacement within three (3) business days of notification. All repair or replacement costs shall be borne by the Franchisee.

9.3.7. Franchisee shall maintain Containers so they are clean and free from offensive odors. Containers (with the exception of Roll Carts) shall also be painted on a regular basis to maintain an acceptable appearance. Upon request, Franchisee shall deodorize, wash-out, paint, or switch out Containers as needed.

9.3.8. Any Container not conforming to the requirements in this Article 9.3, as determined by the Contract Manager, shall be replaced within three (3) business days.

- 9.3.9. Franchisee shall provide Containers to new Multi-Family and Commercial Customers within two (2) business days of request, or as agreed upon by the customer.

ARTICLE 10. ADDITIONAL COLLECTION SERVICES

10.1. Special Collection Service

- 10.1.1. Franchisee shall provide Special Collection Services to Residential, Multi-Family, and Commercial Customers upon request.
- 10.1.2. Special Collection Services shall be provided according to the pricing schedule in Exhibit 3. Prices for Special Collection Services are approved by the City and may be periodically adjusted, but are not subject to the annual service fee adjustment.
- 10.1.3. All requests for Special Collection Services shall initiate with the City. The Franchisee shall provide the City access to an electronically transmitted or web-based work order system that will track the status of all Special Collection Service requests including customer request for collection, request for quote, Franchisee quote, customer acceptance of price, completion of work, and any other pertinent information. Items requested for Special Collection Service shall not be collected by the Franchisee unless the price has been accepted by the customer.

10.2. Household Hazardous Waste and E-Waste Collection

Franchisee shall provide one (1) HHW and E-Waste collection event for residents within the Service Area per Agreement year. Event dates, hours, and location are subject to approval by the City; however, collection events are typically a single Day event on a weekend scheduled from 9:00 a.m. to 3:00 p.m. Franchisee shall be responsible to provide sufficient, qualified, and trained staff to accept and properly manage materials delivered including, as required, pallets, shrink wrap, fork-lift, gaylord boxes, containers, transport truck and any other equipment needed. Franchisee personnel shall receive residential household HHW and E-Waste from residents, properly containerize it, load it, and deliver it to the Designated Facility. Franchisee shall screen residents at the HHW and E-Waste collection event to reasonably assure that only residential household waste from City residents is received. Properly prepared HHW and E-Waste will be received at the Designated Facility at no cost to Franchisee.

Upon request of the City, Franchisee shall provide one (1) additional HHW and E-Waste collection event within the Service Area per Agreement year, as described above, for the fee provided in Exhibit 1.

10.3. City Facilities

Franchisee shall, at no cost to the City, provide collection services at all City facilities and designated bus shelter locations. Collection services shall include collecting and delivering materials to the appropriate Designated Facility, as well as providing and maintaining Containers, if required by the City. The bus shelter location containers will be provided by the City but the Franchisee shall provide plastic liners. Franchisee shall service all Solid Waste and Recyclables containers on Park Avenue prior to 7:00 a.m. The City reserves the right to modify these services, within reason, throughout the duration of this Agreement as necessary. The Franchisee agrees to provide reasonable modified services at no cost.

10.4. City-Sponsored Events

Contractor shall provide temporary Containers and/or collection service for the following City-sponsored events at no cost to the City: Taste of Winter Park, winter holiday events, Winter Park Sidewalk Art Festival, Autumn Art Festival, July 4th Celebration, Dinner on the Avenue, and downtown road races (4 per year).

10.5. Dead Animals

Franchisee shall collect dead animals from City right of ways within twenty-four (24) hours of notice.

ARTICLE 11. DESIGNATED FACILITIES

11.1. Disposal

11.1.1. Franchisee shall deliver all Solid Waste collected pursuant to the Agreement to a facility designated by the City, unless otherwise approved by the Contract Manager in writing. The Designated Facilities are specified below.

a. Solid Waste

Seminole County Central Transfer Station
1950 State Road 419, Longwood, FL 32750

b. Yard Waste

Seminole County Central Transfer Station
1950 State Road 419, Longwood, FL 32750

c. C&D

Franchisee may deliver C&D to any legally permitted facility to receive such materials. Franchisee is encouraged to deliver C&D to a facility that recycles C&D.

11.1.2. The City reserves the right to change a Designated Facility during the term of the Agreement. Should the City change a Designated Facility, collection fees may be adjusted according to the average change in distance driven by the Franchisee. Supporting information justifying the need for an adjustment will be required.

11.2. Processing

11.2.1. All Recyclables must be processed and/or disposed at a legally permitted and licensed facility to process such materials. The Franchisee shall not dispose of or landfill any Recyclables or deliver such Recyclables to another agent that landfills or disposes of material other than through recycling without prior approval by the City.

11.2.2. Franchisee shall be responsible for the transport, processing, and marketing of Recyclables collected pursuant to this Agreement in accordance with all Applicable Law.

11.2.3. Franchisee shall deliver the City's Program Recyclables to the Waste Management Inc. of Florida – Recycle America (Waste Management) MRF in Orange County at no charge to the City. Should Waste Management begin charging a tip fee for Recyclable Materials, the City shall be responsible to pay the tip fee.

- 11.2.4. Should the Contract Manager request the Franchisee to identify an alternative processing location, upon identification of a mutually acceptable facility the City and the Franchisee shall negotiate a reasonable processing payment based on market prices that shall not to exceed the processing payment in Exhibit 8.
- 11.2.5. The City reserves the right to amend this clause and designate a facility for the processing and marketing of Program Recyclables. Should the City designate a facility for the processing of Program Recyclables, the City shall no longer be responsible for making payments pursuant to Article 11.2.3 and Exhibit 8 herein and shall be responsible for any associated processing and marketing fees. Should the Designated Facility change, collection rates may be adjusted to take into account the change in location if Franchisee submits adequate documentation that its costs have increased and the City approves such increase.

ARTICLE 12. GENERAL SERVICE REQUIREMENTS

12.1. Restrictions on Collection of Mixed Loads

- 12.1.1. Franchisee shall collect materials generated within the City Service Area separate from materials generated outside of the City Service Area.
- 12.1.2. Franchisee shall collect Solid Waste, Yard Waste, and Recyclables separate from each other, and shall not combine loads of different material types. Franchisee shall be responsible for all disposal costs associated with loads of mixed materials.
- 12.1.3. Franchisee shall collect Solid Waste and Yard Waste generated by Residential Customers separate from Solid Waste and Yard Waste generated by Multi-Family and Commercial Customers, unless otherwise approved by the City. If it is operationally more efficient, the Franchisee may choose to include the collection of Multi-Family and Commercial Solid Waste collected in Roll Carts with Residential Solid Waste collected in Roll Carts. If Multi-Family and Commercial Solid Waste collected in Roll Carts is combined with Residential Solid Waste collected in Roll Carts, the Residential Solid Waste tonnage report must note the additional sources of Solid Waste.
- 12.1.4. Franchisee shall collect Program Recyclables separate from Recyclables from Commercial Customers. Any Recyclables from Commercial Customers that are commingled with Program Recyclables shall be considered Program Recyclables.

12.2. Future Recycling Initiatives

To further the City's sustainability goal the City may expand future recycling initiatives, such as residential, multi-family and commercial food waste collection programs. Nothing in this Agreement shall preclude the City from allowing a Commercial Establishment or resident to source separate and provide for the transport of food waste or recyclable material outside of this Agreement for the purpose of diverting it from disposal.

12.3. Routes and Schedules

- 12.3.1. Franchisee shall not change the scheduled collection days until Franchisee receives the Contract Manager's prior written authorization.

The Contract Manager's approval of such changes shall not be unreasonably withheld. In the event that the Contract Manager authorizes a change in schedule that alters the collection day for any Residential Customer, Franchisee shall, at its expense, notify each affected Residential Customer by mail or other manner approved by the Contract Manager not less than one (1) week prior to the change.

12.3.2. Franchisee shall provide routes and map information in GIS-compatible format to the Contract Manager at least thirty (30) Days prior to the Commencement Date. All updates during the term of this Agreement shall be provided in a GIS-compatible format prior to implementation.

12.3.3. In those instances where a public or private street is temporarily closed to vehicular traffic, Franchisee shall return within twenty-four (24) hours of the normal collection schedule for that street to service customers located on the street. If at that time the street is still temporarily closed, Franchisee shall notify the City immediately and work with the City to determine appropriate service alternatives.

12.4. Manner of Collection

12.4.1. All containers and Roll Carts shall be completely emptied and placed back in an upright position at the point where collected. Containers with an unattached lid shall be completely emptied and placed back in an upright or inverted position with the lid set on top, or placed beside the container. Roll Carts shall be placed with the lid in the closed position.

12.4.2. Franchisee shall provide all collection services with as little noise and disturbance as possible.

12.4.3. No trespassing by Franchisee's employees will be permitted. Franchisee's employees are permitted access to residential property when providing approved side/backdoor collection service.

12.4.4. No Franchisee employee shall remove or tamper with any property not placed for collection.

12.4.5. All collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service and at no time shall collection crews cross to the left-hand side of the road to retrieve containers, Roll Carts, or materials that have been set out for collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left side service is permitted, but only in a manner that ensures the safety of residents and collection workers. At no time shall collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

12.4.6. Franchisee's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

12.5. Protection of Private and Public Property

12.5.1. Franchisee acknowledges that collection points on right of ways are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use

the easement does not abrogate Franchisee's responsibility to exercise caution in relationship to the property of other authorized users.

12.5.2. Franchisee shall take care to prevent damage to all public and private property while conducting services pursuant to this Agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, trees and tree canopies, flowers, shrubs, and other plantings. The City acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Franchisee.

12.5.3. Franchisee shall immediately notify the Contract Manager of any personal injury or damage to public or private property caused by Franchisee during the provision of collection services. Wherever such property is damaged due to the activities of Franchisee, it shall be restored to its original condition by Franchisee at Franchisee's expense. If any damage caused by the Franchisee impacts the safety, health, or welfare of the City's citizens and the Franchisee fails to restore such property or make good such damage or injury with a sense of urgency, the City may, upon twenty-four (24) hours written notice to the Franchisee, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to the Franchisee. The repairs will be arranged by the City and billed to the Franchisee based on the actual cost incurred to repair the said damages, plus ten percent (10%) to account for the City's administrative costs. In addition, if on City property, Franchisee shall submit an accident/investigation report within forty-eight (48) hours to Contract Manager.

12.6. Spillage and Littering

12.6.1. Franchisee shall not litter or cause any spillage to occur upon the premises or the right of way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling and blowing.

12.6.2. In the event of any confirmed spillage/leakage/blowing from a Franchisee's vehicle, Franchisee shall promptly, at least within twenty-four (24) hours, clean up all spillage/leakage/blowing at no cost to the City. Franchisee is responsible to clean such spills, leaks, or blown materials to the satisfaction of the Contract Manager up to, and including, resealing or resurfacing depending on the severity of the damage. If Franchisee can satisfactorily prove to the Contract Manager that the responsibility for the spillage/leakage/blowing belongs to a third party, then Franchisee will not be responsible for the cleanup.

12.7. Collection Plan

Franchisee shall maintain a collection plan, initially developed during the transition prior to Commencement Date, describing in detail how Franchisee will provide collection services in compliance with the requirements in the Agreement. Any change to the collection plan shall be submitted to the Contract Manager for approval.

12.8. Permits and Licenses

Franchisee shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Franchisee's licenses or permits shall be reported to the Contract Manager within three (3) business days.

12.9. Relationship with the City

Franchisee shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated in this Agreement. Franchisee shall assign a qualified person or persons as a point of contact to be in charge of Franchisee's operations within the City. The City shall have direct access to Franchisee's point of contact as designated by Franchisee. The City's point of contact shall be the Contract Manager. Alternates may be designated by either party upon written notification.

12.10. Personnel

- 12.10.1. Within three (3) business days following the Effective Date, Franchisee shall provide the Contract Manager with a written list containing the names, addresses, emails, and telephone numbers of Franchisee's operations manager and other key personnel, and the telephone numbers that are to be used to contact Franchisee in the event of an emergency.
- 12.10.2. Franchisee shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the City. Franchisee shall only utilize personnel in providing services pursuant to this Agreement that have passed criminal background checks. Franchisee shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.
- 12.10.3. Franchisee shall furnish each employee with an appropriate means of identifying him or her as an employee of Franchisee. At a minimum each Franchise employee shall have a uniform with a nametag and company logo. Franchisee's employees shall wear the uniform and identification at all times while on duty.
- 12.10.4. All of Franchisee's personnel shall maintain a courteous and respectful attitude at all times. Franchisee shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Franchisee's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.
- 12.10.5. Franchisee shall comply with all Applicable Law relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.
- 12.10.6. The City reserves the right to disapprove and request removal of any Franchisee personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to Franchisee. Notwithstanding the foregoing, Franchisee shall not be required to take any action with regard to Franchisee's personnel that would violate any Applicable Law.

12.11. Employee Training and Licenses

- 12.11.1. All of Franchisee's employees shall be qualified and appropriately trained for the tasks assigned to them. Franchisee shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Law. The City has the right to review Franchisee's training records.
- 12.11.2. At all times when operating vehicles or equipment pursuant to this Agreement, Franchisee's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

12.12. Office Requirements

- 12.12.1. Franchisee shall maintain a local office within a two-hour drive time from City Hall that is accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays.
- 12.12.2. Franchisee's local office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints in a timely manner (not longer than twenty-four (24) hours). Franchisee's office staff shall be familiar with the City and Franchisee's obligations under this Agreement.
- 12.12.3. Franchisee shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Franchisee. Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Franchisee can respond to the message within sixty (60) minutes.
- 12.12.4. Franchisee shall establish a process, subject to the Contract Manager's approval, for receiving and handling emergency calls, both during and after normal operating hours.

12.13. Customer Service Standards

- 12.13.1. Franchisee shall be responsible for providing the highest quality service to all customers under the provisions of this Agreement.
- 12.13.2. Franchisee shall designate Route Managers to ride behind all routes in order to pick up misses or late set outs.
- 12.13.3. Franchisee shall keep a written record of all calls it receives regarding the Franchisee's service under this Agreement including, but not limited to, inquiries, missed pickups, and complaints. Franchisee shall use a standard form to record the pertinent facts regarding each call, how it was responded to, and resolution, if required. The form shall identify source of the call (customer name, customer type – residential, multi-family, or commercial, account number, and contact information), the time and date when a call was received, when Franchisee responded to the call, and the date and time when any issue was resolved. Franchisee's records and forms shall be kept up to date and a record of all calls shall be submitted daily as outlined in Article 13.2, unless

otherwise directed by the Contract Manager. In addition, Franchisee's records and forms shall be maintained throughout the term of this Agreement. The call log shall be maintained at Franchisee's office in Orange or Seminole County and shall be electronically transmittable upon request.

- 12.13.4. Franchisee shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving notification.
- 12.13.5. If the City receives a complaint regarding Franchisee's service under this Agreement, the complaint shall be immediately forwarded to Franchisee by telephone or electronic communication. Within twenty-four (24) hours of receipt the Franchisee shall notify the City by telephone or electronic communication of the action taken to resolve the complaint.
- 12.13.6. If the City or customer notifies Franchisee of a missed collection before 12:00 p.m. Monday through Friday, Franchisee shall return to the customer's premises before 6:00 p.m. the same Day of the notification and collect all of the Solid Waste or Recyclables that have been set out for collection. If Franchisee is notified after 12:00 p.m. Monday through Friday of a missed collection, collection shall be made by 12:00 p.m. the next Day following notification. Notifications received Friday after 12:00 p.m. Friday through Sunday shall be corrected before 12:00 p.m. on Monday.
- 12.13.7. Franchisee shall notify the Contract Manager regarding any issues that have not been resolved within twenty-four (24) hours after receiving notification. Franchisee may request, and the Contract Manager may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a customer's satisfaction, the City shall have the authority to determine how the dispute will be resolved.

12.14. Vehicle and Collection Equipment

- 12.14.1. Franchisee shall maintain a dedicated frontline fleet of collection vehicles designated for the City of Winter Park to fulfill this Agreement. No single frontline or spare vehicle shall exceed the maximum age of ten (10) years. The City reserves the right, at its discretion, to require a vehicle be taken out of service for habitual maintenance issues.
- 12.14.2. Franchisee shall provide the Contract Manager with a list of vehicles and other collection equipment that will be used by the Franchisee to provide services under this Agreement as required in Article 5.1. This list shall identify the use of each vehicle (e.g., garbage or recycling collection, residential or commercial collection, etc.), make and model, license tag number, and age for each vehicle. Franchisee shall revise and resubmit the list to the Contract Manager during the term of this Agreement if there are any changes to the list of vehicles or other collection equipment. The requirements of this paragraph do not apply to: (a) vehicles and other collection equipment used in the City for thirty (30) Days or less; or (b) bona fide demonstration trucks and other collection equipment.
- 12.14.3. Franchisee shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of

this Agreement. Franchisee's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized.

- 12.14.4. All of Franchisee's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 12.14.5. Franchisee shall monitor, maintain and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations and Applicable Law. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.
- 12.14.6. All collection vehicles shall be painted a uniform color.
- 12.14.7. The City reserves the right to conduct periodic inspections of operations, vehicles, and equipment to ensure compliance with Applicable Law, as well as requirements of this Agreement.
- 12.14.8. All vehicles used to provide collection service under this Agreement shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchisee's collection vehicles.
- 12.14.9. Franchisee shall have sufficient reserve vehicles and equipment available to complete daily routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection route(s) within the established hours of collection.
- 12.14.10. The reserve vehicles and equipment shall be in service within two (2) hours of any breakdown or delay of the frontline collection vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.
- 12.14.11. Franchisee shall keep all collection vehicles and equipment cleaned. All collection vehicles used for the collection of Solid Waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Contract Manager approves an alternate cleaning schedule. Other collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 12.14.12. Franchisee's vehicles shall clearly display Franchisee's logo, name, and telephone number printed in letters not less than four inches (4") on each side of the vehicle.
- 12.14.13. Franchisee vehicles shall be numbered with numbers not less than four inches (4") high on each side of the vehicle. Franchisee shall keep a record of the vehicle to which each number is assigned.

12.14.14. Franchisee shall display the City theme and logo on the sides and rear of every frontline vehicle used to collect Solid Waste or Program Recyclables pursuant to this Agreement. The signs shall be appropriately sized, as mutually agreed. The City will provide the approved artwork for the Franchisee's vehicles.

12.15. Service Verification System

12.15.1. Franchisee shall provide, populate, and maintain a web-based service verification system to which the City has access. Service verification software shall be capable of providing reports online that can be downloaded in PDF and Excel formats. Franchisee is responsible for all associated costs and maintenance. The service verification system must be operational and accessible no later than by the Commencement Date.

12.15.2. Service verification system shall be capable of providing map-based location visibility of frontline and reserve collection vehicles. Service verification system shall be capable of providing location-based Container collection service and be able to generate reports as needed based on Container collection service activity, including, but not limited to, collection and non-collection events and set-out data. Variables and fields used to supply and manage this information shall include, but not be limited to:

- a. Roll Cart or Container type (garbage or recycling)
- b. Generator type (residential, multi-family, or commercial)
- c. Customer name/ID and address
- d. Collection event date, time, and latitude/longitude coordinates
- e. RFID tag number
- f. Serial number
- g. Cart/Container size
- h. Route and truck information

12.15.3. Service verification system shall include an asset management database through which Franchisee shall be responsible for reporting and tracking the movement of all Roll Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to City approval. The initial database must be populated and uploaded into the web-based Service Verification Database no later than seven (7) Days following the Commencement Date. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. The service verification system shall be able to generate reports as needed on residential Roll Cart activity including maintenance and inventory reports. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include, but not be limited to:

- a. Work order number, date, and status
- b. Roll Cart type (garbage or recycling)
- c. Residential Customer name/ID and address

- d. RFID tag numbers
- e. Serial number
- f. Cart size
- g. Recovery and delivery latitude/longitude coordinates
- h. Route information

12.15.4. Franchisee shall provide necessary access to the City of the Franchisee's web-based service verification and asset management system and work with the City to develop regular reports.

ARTICLE 13. RECORD KEEPING AND REPORTING

13.1. Record Keeping

Franchisee shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time-records and cost data shall be maintained in accordance with generally accepted accounting principles.

Franchisee shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

13.2. Reporting

13.2.1. Franchisee shall provide the City with complete visibility of daily collection service operations through the use of a web-based RFID tracking software system. The software shall have the ability to generate reports based on Container activity such as inventory reports, maintenance reports, set out rates, non-collection events, and any others requested by the City. Reports should be able to be viewed in Adobe PDF format or downloadable in Microsoft Excel format. The system shall also have the following capabilities and/or requirements:

- a. Visibility of every collection event by customer, truck, route, Container, location, date, and time.
- b. Visibility of Containers serviced by associated customer/address, serial number (for Roll carts), GPS location of service, date and time of collection event.
- c. The system shall be free of any requirements for the City to install and support any back office software for the collection and delivery of collection data.
- d. The system provider shall provide onsite training as part of the transition (Article 5.1.)

13.2.2. Daily Report: Franchisee shall electronically submit a daily report, by 11:00 a.m. each day, to the Contract Manager, in a format pre-approved by the Contract Manager, containing the following information for the previous day:

- a. Weight ticket information for all Solid Waste delivered to the Designated Facility on behalf of the City including daily tonnage by material type and individual load tonnage by route type.
 - b. Weight ticket information for all Program Recyclables collected and delivered to the Designated Facility by the Franchisee.
 - c. Call log for all calls received (cumulative for the current month) as specified in Article 12.13.
 - d. Non-collection as specified in Article 6.4.
 - e. Incidences of personal injury or property damage, including vehicular damage, to public or private property by Franchisee as specified in Article 12.5.
 - f. Spillage and Littering occurrences as specified in Article 12.6.
- 13.2.3. Monthly Report: Franchisee shall electronically submit a monthly report, prior to the fifteenth (15) Day of each month, to the Contract Manager, in a format pre-approved by the Contract Manager, containing the following information for the previous service month:
- a. Tonnage of Solid Waste, Yard Waste, and Bulk Waste collected from Residential Customers during the previous month, each reported separately.
 - b. Tonnage of Solid Waste collected from Multi-Family Customers and Commercial Customers during the previous month. If it is operationally more efficient, the Franchisee may choose to include the collection of Multi-Family and Commercial Solid Waste collected in Roll Carts with Residential Solid Waste collected in Roll Carts. If Multi-Family and Commercial Solid Waste collected in Roll Carts is combined with Residential Solid Waste collected in Roll Carts, the Residential Solid Waste tonnage report must note the additional sources of Solid Waste.
 - c. Tonnage of Program Recyclables collected during the previous month.
 - d. A summary of calls as specified in Article 12.13.
 - e. Roll Cart asset management report as specified in Article 12.15.
 - f. List of customers receiving commercial Recyclables collection service. Include customer name, address, type of material (such as segregated cardboard, paper, commingled containers, glass, Single Stream, etc.) container size, frequency of collection and billing rate. If possible, the total tonnage of Recyclables collected from Commercial Customers during the previous month.
 - g. Documentation of all activities conducted by the Franchisee to encourage participation in recycling.
- 13.2.4. Franchisee shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement or the City's Solid Waste and recycling programs.

ARTICLE 14. EDUCATION AND OUTREACH

14.1. Distribution of Information

- 14.1.1.** All forms of communication regarding the City's Solid Waste and Recycling program including, but not limited to, electronic, written, audio, video, graphics, logos, etc. shall be reviewed and approved by the Contract Manager, or designee, prior to disseminating or presenting publically. The City desires to follow the Recycle Across America standards but may choose alternative messaging.
- 14.1.2.** Prior to the Commencement Date and at least annually thereafter, the Franchisee shall provide each customer with an informational brochure summarizing the obligations of the customer and the Franchisee. Residential Customer information should include, but is not limited to, information regarding Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste collection, and Special Collection Services, and include setout procedures, regulations, days of collection, and complaint procedures. Multi-Family and Commercial Customers information should include information appropriate for their collection service. The brochure(s) must be approved by the Contract Manager prior to distribution. The Franchisee shall be responsible for all costs of production and distribution.
- 14.1.3.** At the time of Roll Cart delivery to a Residential Customer, Franchisee shall include, at a minimum, the information brochure described in Article 14.1.2. and service day notice bagged and secured to each Roll Cart in a manner approved by the City. The City reserves the right to provide additional documents to the Franchisee for distribution in the Roll Cart delivery packet. If both a Solid Waste Roll Cart and Recycling Roll Cart are delivered at the same time to the same Residential Customer, the information packet shall be secured to the Solid Waste Roll Cart and is not required for the Recycling Roll Cart.

14.2. City and Franchisee Responsibilities

The City shall have the primary responsibility for creating public education and outreach promotional materials for the City's Solid Waste services in partnership with the Franchisee. The Franchisee shall contribute a yearly education and outreach fee of twenty-five thousand dollars (\$25,000) to support the City's education and outreach efforts. A check shall be due by August 1 prior to each year during the term of the Franchise Agreement. The first year's education and outreach fee shall be due October 30, 2016.

ARTICLE 15. FRANCHISE FEE

The Franchise Fee shall pertain to collection and disposal service for all Multi-Family and Commercial Customers with Compactor and Roll-Off services, except for City-designated Compactors and/or Roll-Offs in the Center Street Service Area. Franchisee shall remit a Franchise Fee in the amount of fifteen percent (15%) of services provided in the immediately preceding month pursuant to the Franchise granted herein to the City, by check, on or before the fifteenth (15th) Day of each month.

ARTICLE 16. COMPENSATION

16.1. Billing and Payment

- 16.1.1. The City will bill and collect payment for collection services, including Special Collection Services, from all Residential, Multi-Family, and Commercial Customers, with the exception of Compactor and Roll-Off service. However, the City will bill and collect payment for all services provided in the Center Street Service Area including Compactor and Roll-Off services. An account of the customers receiving collection services and the level of service provided will be taken each month and used to determine the amount due to the Franchisee. The City will remit payment for services each month by the fifteenth (15th) Day of the following service month.
- 16.1.2. The City shall be responsible for payment for disposal services to the Designated Facilities for Solid Waste collected in Roll Carts and Dumpsters from Residential, Multi-Family, and Commercial Customers pursuant to this Agreement. Franchisee shall be responsible for payment for disposal services to Designated Facilities for Solid Waste collected in Compactors and Roll-Offs from Multi-Family and Commercial Customers, with the exception of City-designated Compactors and/or Roll-Offs from the Center Street Service Area. The City shall be responsible for payment for disposal services to the Designated Facilities for Solid Waste collected in Compactors or Roll-Offs in the Center Street Service Area.
- 16.1.3. Billing and collection of all other non-exclusive services including, but not limited to, collection of commercial Recyclables and C&D generated from existing residential single family dwelling units, duplexes, and triplexes shall be the sole responsibility of the Franchisee.

16.2. Collection Service Fees

- 16.2.1. Service fees for Residential, Multi-Family, and Commercial Collection Service are provided in Exhibit 1. Service fees for Special Collection Service are provided in Exhibit 3.
- 16.2.2. Annual Service Fee Adjustments
 - All fees in Exhibit 1 are subject to annual service fee adjustments as set forth in Exhibit 5.
 - 16.2.2.1. Service fees shall remain the same through the first year of the Franchise Agreement.
 - 16.2.2.2. On October 1, 2017 and October 1 of each subsequent year during the term of this Agreement, service fees, shall be adjusted as specified in Exhibit 5. The annual service fee adjustment shall not exceed three and a half percent (3.50%).
- 16.2.3. Change in Law Fee Adjustment
 - Franchisee may petition the City for an additional collection service fee adjustment resulting from a Change in Law. Franchisee's request shall contain substantial proof and justification to support the need for the fee adjustment. The City may request from Franchisee such further

information as may be reasonably necessary in making its determination. Within sixty (60) Days of receipt of the request and all other additional information required by the City, the Contract Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the Commission. The Commission shall consider the request at a regularly scheduled meeting. If the Commission approves the request, adjusted fees shall become effective upon the Commission's approval.

16.2.4. Limitation on Fee Changes

Franchisee shall not be allowed a collection service fee increase for any reason other than those expressly specified in this Agreement. Notwithstanding the foregoing, in the event that a federal, state, or local entity imposes a fee, charge, or tax after August 1, 2016 that applies to Franchisee's operations, such fee, charge, or tax shall be treated as a Change in Law and shall be passed through as a separate billed item after notice to, and confirmation by, the City.

16.3. Processing Payment

The processing payment shall be remitted quarterly for all Single Stream and segregated cardboard Program Recyclables collected from Residential Customers, Multi-Family Customers, the Center Street Service Area, City Facilities, City-sponsored events, and City-designated public areas. The processing payment shall be based on the inbound tons of Program Recyclables as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables. Payment shall be made according to the following schedule with a report detailing monthly tonnage and revenue calculation in a format approved by the Contract Manager. Revenue payment per ton shall be calculated as specified in Exhibit 8.

Collection Schedule	Payment Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 31

ARTICLE 17. EMERGENCY SERVICES

17.1. Contingency Plan

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, resulting in the temporary closure of the Designated Facility, the Contract Manager may grant Franchisee a variance from regular routes and schedules. However, Franchisee shall resume regular collection service upon re-opening of the Designated Facility. Should the Designated Facility be in operation but the Franchisee is unable to perform regular collection service, the Franchisee may be granted a variance upon request by Franchisee in writing to the Contract Manager. Franchisee shall coordinate with the City to inform customers of any change in schedule as soon as possible after variance has been granted. In such cases, Franchisee shall make the City its highest priority and additional effort will be

rendered to make up for missed collections. As soon as practicable after such event, Franchisee shall advise the Contract Manager when it is anticipated that normal routes and schedules can be resumed. All of the vehicles normally used by Franchisee in the City shall be dedicated to the collection of Solid Waste in the City during the emergency and any subsequent recovery periods.

17.2. Franchisee Unable to Provide Contracted Services

In the event that Franchisee is unable to provide adequate services during an emergency or other event involving an Uncontrollable Force, the City may hire other contractors to provide those services. In such case, the City, as applicable, reserves the right to charge Franchisee for all costs and expenses that the City incurs while providing the services that Franchisee is obligated to provide pursuant to the requirements of this Agreement, subject to set-off for the amounts that would have been paid to Franchisee for services.

17.3. Disaster Response Plan

Franchisee shall develop and provide to the City a written disaster preparedness and response plan (Disaster Plan) thirty (30) Days prior to the Commencement Date. Thereafter, Franchisee shall provide an updated Disaster Plan by April fifteenth (15th) of each year. This Disaster Plan shall include provisions for additional personnel and equipment, and shall establish a reasonable, verifiable basis for any charges associated therewith. The City shall coordinate with Franchisee if a disaster should require temporary closure, or modification to the hours of operation of the Designated Facility. Franchisee shall be familiar with local, state, or federal agency documentation requirements, including but not limited to the generality of the foregoing, rules, regulations, and guidelines applicable to the Federal Emergency Management Agency's (FEMA's) Public Assistance Program for Debris Removal, as such requirements change from time to time. Franchisee shall maintain complete and accurate records of any and all such disaster work and provide all required and necessary documentation for submission of cost reimbursement requests. Franchisee shall be required to submit its FEMA documentation of costs to the City as a condition of payment for additional personnel and equipment pursuant to this section.

ARTICLE 18. PERFORMANCE

18.1. Performance Bond

Upon award, the Franchisee shall be required to furnish and pay for bonds covering faithful performance of the Agreement and payment of all obligations arising thereunder by delivering to the City a Performance & Payment (P&P) bond. The P&P bond shall be furnished in the amount equal to fifty percent (50%) of the annual Agreement value, in such a form as the City may prescribe and with a surety company acceptable to the City. The amount of the performance bond shall be adjusted in accordance with this provision annually on October 1, 2017 and October 1 of each subsequent year during the term of this Agreement.

All P&P bonds are to be issued from a company licensed to sell bonds in the State of Florida and with a rating no less than A in the Best Key Rating Guide. The City has the right but not the obligation to verify that these requirements are met. The Performance & Payment Bond must be delivered to the City within ten (10) Days following the Effective Date. Failure or neglect to deliver said bond as specified shall be considered as having abandoned the contract. Letters of Credit are not acceptable in lieu of the required bond.

18.1.1. Said bond shall be forfeited should Franchisee:

- a. Fail to comply with the requirements of this Agreement; or
- b. Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of Franchisee's property; or
- c. By an order or decree of a court to be adjudicated bankrupt; or
- d. Have an order or decree of a court entered approving a petition filed by any of Franchisee's creditors seeking a reorganization or readjustment of Franchisee's indebtedness under the Federal Bankruptcy laws or any law or statute of the United States or any state thereof.

18.2. Liquidated Damages

- 18.2.1. It is the intent of the City to ensure that the Franchisee provides a quality level of Solid Waste and Recyclables collection service. The City and Franchisee acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to service failures or circumstances described in this section for which the Franchisee would otherwise be liable. Accordingly, the City has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, for the Franchisee's breach of this Agreement.
- 18.2.2. The Contract Manager shall notify Franchisee in writing by the twenty-fifth (25th) Day of the month of the City's intent to deduct any liquidated damages, including the basis for each assessment, from payments due or to become due to Franchisee for service provided under this Agreement.
- 18.2.3. In the event Franchisee wishes to contest such monthly assessment, Franchisee must do so within five (5) Days of issuance of each assessment notification by requesting, in writing, a meeting with the Contract Manager to resolve the issue. Following such a meeting, the Contract Manager shall notify Franchisee in writing of any action taken with respect to Franchisee's claims. Franchisee may further appeal, in writing, the decision of the Contract Manager to the City Manager, who shall conduct a review of all of the facts and circumstances, and make a determination in writing. The City Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 18.2.4. Prior to the Commencement Date, the Franchisee shall prepare to provide its collection services in a responsible manner. Franchisee shall, at a minimum, adhere to the requirements set out in Article 5.1 including

gaining approval of a detailed transition plan by the Contract Manager. In the event that the Franchisee fails to meet the deadlines in the transition plan without prior Contract Manager approval, the City has the right to assess liquidated damages for each deadline that is missed. Failure to meet the deadline of more than two (2) tasks may lead to the termination of this Agreement. The Contract Manager may impose liquidated damages for the Franchisee's actions during the Transition Period, as set forth below, and deduct from payments due or to become due to Franchisee for services provided under this Agreement.

Transition Performance Standard Violation		Liquidated Damages
1	Failure to provide the Contract Manager with contact information for the Franchisee's operations manager and other key personnel within three (3) business days of the Effective Date. (Article 12.10.1)	\$1,000 per Day past the due date
2	Failure to submit a detailed, task-level transition plan to the Collection Manager no later than fifteen (15) Days following the Effective Date. (Article 5.1.)	\$3,500 per Day past the due date
3	Failure to revise the transition plan based on Contract Manager directive within five (5) Days of notification. (Article 5.1.)	\$7,000 per Day past the due date
4	Failure to provide, populate, and maintain the Service Verification System no later than by the Commencement Date. (Article 12.15.)	\$5,000 per Day past the due date
5	Missed deadline on Contract Manager-approved transition plan	\$1,000 per incident per Day past the due date

18.2.5. The Contract Manager may assess the following liquidated damages pursuant to this Article on a monthly basis in connection with the Agreement:

Performance Standard Violation		Liquidated Damages
1	Failure to deliver materials to a Designated Facility. (Article 11.)	Per occurrence (occ.) 1 st occ. = \$1,000 2 nd occ. = \$5,000 3 rd + occ. = \$10,000
2	Mixing materials. (Article 12.1.)	\$5,000 per occ.
3	Failure to submit to City all plans, reports, or other documents in the time required under the provision of this Agreement, unless otherwise approved by the Contract Manager. (Article 13)	\$500 per item per Day past the due date
4	Failure to leave a non-collection notice for customer explaining why material was not collected. (Article 6.4)	\$50 per occ.

5	Failure to comply with the hours and days of operation. (Articles 6.5., 7.3., and 8.5.)	\$100 per occ. per vehicle
6	Failure to repair, replace, or deliver a Container or RFID tag on commercial Containers within the required timeframe. (Article 9.)	\$50 per Container per Day
7	Failure to complete each route on the regularly scheduled day except when such completion is made impossible by weather or other conditions, as determined by City.	\$250 per incomplete route per Day
8	Changing routes or route order without proper notification. (Article 12.3.)	\$1,000 per occ.
9	Failure to clean spillage, leakage, or blowing of material (oil, hydraulic fluid, Solid Waste, Recyclables, etc.) within twenty-four (24) hours. (Article 12.6.)	\$250 per incident per Day
10	Failure to have vehicle operators properly licensed. (Article 12.11.)	\$1,000 per occ. per Day
11	Failure to maintain a local customer service office for the hours required (Article 12.12.)	\$500 per occ. per Day
12	Failure to resolve missed pickups or complaints within the specified time frame, unless otherwise approved by the Contract Manager. (Articles 12.13.)	\$100 per unresolved missed pickup or complaint per Day
13	Failure to provide proper vehicles and equipment as required. (Article 12.14.)	\$250 per occ.

ARTICLE 19. TERMINATION

19.1. Failure to Maintain Performance Bond and Insurances.

The City reserves the right to terminate this Agreement if Franchisee fails to obtain and maintain the Performance Bond as set forth in Article 18.1 or the insurance set forth in Article 20.

19.2. Scrutinized Companies

Franchisee is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. The City reserves the right to terminate this Agreement if the City discovers that Franchisee has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the term of the Agreement, Franchisee has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

19.3. Bankruptcy

- 19.3.1. The City reserves the right to terminate this Agreement if Franchisee takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
- 19.3.2. The City reserves the right to terminate this Agreement if by order or decree of a court, Franchisee shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of Franchisee seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.
- 19.3.3. The City reserves the right to terminate this Agreement if by or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Franchisee, and such possession or control shall continue in effect for a period of sixty (60) Days.

19.4. Convenience

The City may terminate this Agreement in whole, or in part, by giving Franchisee thirty (30) Days advanced written notice, to be served as hereafter provided, under determination by the City Manager that such termination is in the best interest of the City. Any such termination shall be effected by the delivery, via mail or otherwise, to the address provided in Article 21.17., of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, Franchisee shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to the Franchisee. Franchisee shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

ARTICLE 20. INSURANCE

The Franchisee, and any subcontractors, shall require its insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The Franchisee shall instruct their agent to issue certificates of insurance to the City immediately upon signed Agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable) in the amount of \$1,000,000.00, and other requirements, as summarized on and in the amounts specified below. The Franchisee shall not commence work under this Agreement until obtaining

all insurance coverage under this section and until the City has received and approved such insurance.

The City of Winter Park shall be named as an **ADDITIONAL INSURED** on the General Liability coverage. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. This information will be verified at the City's discretion.

The certificate holder shall be named as City of Winter Park. Thirty (30) Days cancellation notice is required.

Insurance Type		Required Limits
✓	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓	Employer's Liability	\$500,000.00 each accident, single limit per occurrence
✓	Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓	Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

ARTICLE 21. OTHER TERMS AND CONDITIONS

21.1. Indemnification

The Franchisee hereby agrees to indemnify and hold harmless the City, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Franchisee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Franchisee shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful proposer or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Franchisee or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In addition to and without limitation of the foregoing provisions regarding protection of the City from liabilities, the Franchisee agrees for good and valuable consideration to protect, defend, indemnify and hold the City, its officials, officers, employees, representatives, and agents free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigation and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor, its agents, servants, officers, officials, employees or subcontractors. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, failure to act, malfeasance, misfeasance, conducts or misconduct, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Franchisee agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

21.2. Assignment

21.2.1. Assignment

Assignment of this Agreement, or any portion of this Agreement, cannot be made without the advance written consent of the City, in the City Commission's sole discretion.

21.2.2. Subcontracting

Franchisee shall not employ subcontractors without the advance written permission of the Purchasing Division or Contract Manager, in the City's sole discretion. Franchisee shall be fully responsible for the services and work provided by a subcontractor under the terms of this Agreement. Franchisee agrees that any employee or agent of the Franchisee and any agent/employee of a subcontractor to the Franchisee shall be removed from the City jobsite or City premises upon request by the City Manager or designee. Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors or citizens. Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive or in violation of any criminal law.

21.3. Severability

If any term, provision or condition contained in this Agreement shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law,

the remainder of this Agreement, or the application of such term or provision shall otherwise be fully enforceable.

21.4. Compliance with Laws and Regulations

The Franchisee at all times shall be familiar with and observe and comply with all Applicable Law, which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and hold harmless the City against any claims or liability arising from, or based on, the violation of any Applicable Law. Noncompliance may be considered grounds for termination of this Agreement.

The Franchisee is assumed to have made himself/herself/itself familiar with all Applicable Law, including which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

21.5. Compliance with Occupational Safety and Health

Franchisee certifies that all material, equipment, etc. meets all O.S.H.A. requirements. Franchisee further certifies that if material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Franchisee. Franchisee certifies that all employees, subcontractors, agents shall comply with all O.S.H.A. and state safety regulations and requirements.

21.6. License, Permits or Fees

It shall be the responsibility of the Franchisee to obtain all licenses and permits, as required, to complete this service at no additional cost to the City. Permits and the payment of related fees are required from the City of Winter Park within the scope of work in these specifications. Said fees paid for required building permits may be reduced by 33% for the City of Winter Park, only. Fees paid for trade permits including plumbing, electrical, gas, mechanical and demolition permits cannot be waived. The successful proposer is required to obtain the permits; however, the successful proposer may inform the Building Division they are under contract to the City, and request a reduction of the required fees as referenced above. Payment of these fees does not relieve the successful proposer from the financial responsibilities or other requirements imposed by other governmental agencies relating to permits, licenses or fees which they may impose. This does not include waiving school impact fees or Competency Card License fee when applicable. The Franchisee is required to obtain all necessary inspections including building, plumbing, mechanical and electrical inspections and the Certificate of Occupancy must be obtained prior to occupancy as is required by the Winter Park Building Division. All other related Land Development Code requirements related to building projects must be observed including, but not limited to, landscape, irrigation, lighting and storm water provisions. All required licenses and permits shall be disclosed by true and correct copy thereof upon submission of the proposal, and thereafter, shall be readily available for review by the City.

21.7. Sovereign Immunity

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other Applicable Law, and specifically reserves and does not waive the defense of sovereign immunity.

21.8. Modification

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or Commission.

21.9. Reservation of Rights

The City hereby expressly reserves the right to amend this Agreement, which may be necessary or proper to secure and protect the health, safety, moral, general welfare and accommodation of the public including, but not limited to, amendments related to rates, and to protect the public from danger and inconvenience in the management and operations of solid waste services business, and to provide such services as is contemplated by this Agreement.

21.10. Independent Franchisee

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting Franchisee as an agent, representative or employee of the City for any purpose whatsoever. Franchisee is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Franchisee in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

21.11. Governing Law, Venue

In the event of any litigation or claim between the Franchisee and the City, including but not limited to any claim or litigation the venue shall be in Orange County, Florida, where all Applicable Law shall be used in the adjudication.

21.12. Public Access and Public Records

Franchisee acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Franchisee's possession relating to services performed pursuant to this Agreement are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. Franchisee agrees that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or writing of the Franchisee and its employees, agents and subcontractors related, directly or indirectly, to this Agreement or the services contemplated by this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Franchisee. Specifically but without limiting Franchisee's obligations, Franchisee agrees to: i. at Franchisee's expense, keep, secure, maintain, preserve, and retain the Public Records in the manner specified pursuant to the Public Records Law; ii. provide the public with access to the Public Records on the same terms and conditions that apply to the City and at a cost that does not

exceed the cost provided by law; iii. ensure that the Public Records that are exempt or confidential and exempt from disclosure to the public are not disclosed except as authorized by law for the duration of this Agreement and following the termination and expiration of this Agreement if the Franchisee does not transfer the Public Records to the City; and iv. Meet all requirements for retaining Public Records, and transfer, at no cost to the City, all Public Records in the Franchisee's possession upon termination and expiration of the Agreement or keep and maintain the Public Records required by the City. If the Franchisee transfers all Public Records to the City upon termination and expiration of this Agreement, the Franchisee shall destroy any duplicates that are exempt or confidential and exempt. If the Franchisee keeps and maintains the Public Records upon termination and expiration of this Agreement, the Franchisee shall meet all applicable requirements for retaining Public Records. Upon request from the City's custodian of Public Records, Franchisee must provide the electronically stored Public Records to the City in a format that is compatible with the City's information technology systems. During the effectiveness of this Agreement, upon request by the City, the Franchisee shall, within three business days, supply copies of any requested Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall, at any and all reasonable times during the normal working hours of the Franchisee, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Franchisee by the Public Records Law, Franchisee agrees that it shall, under no circumstances, withhold possession of any Public Records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Franchisee and the City. This provision shall survive expiration and termination of this Agreement.

IF THE FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-599-3277, CITYCLERK@CITYOFWINTERPARK.ORG, 401 S. PARK AVE., WINTER PARK, FL 32789.

21.13. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

21.14. Survival of Obligation

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

21.15. Dispute Resolution

Dispute resolution shall be by litigation. Each party shall bear its own costs and fees.

21.16. Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

21.17. Notice

Unless otherwise specified by the Contract Manager, all notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the City and Franchisee as follows:

To the City: City of Winter Park
Michelle Neuner, Assistant City Manager
401 South Park Avenue
Winter Park, FL 32789

To Franchisee: Waste Pro of Florida, Inc.
Tim Dolan, Regional Vice President
3705 St. Johns Pkwy
Sanford, FL 32771

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized officers, this **AGREEMENT** in duplicate each of which shall be deemed an original on the first date as written.

City of Winter Park, Florida

Steve Leary

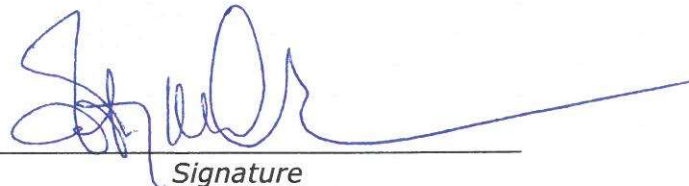
Mayor


Signature

Waste Pro of Florida, Inc.

Tim Dolan

Regional Vice President


Signature

Attest

Name: _____

Title: _____

By: _____

Attest

Name: _____

Title: _____

By: _____

EXHIBIT 1 – COLLECTION SERVICE FEES

2-1-1 RESIDENTIAL COLLECTION SERVICE	Monthly Collection Fee/Unit*
Solid Waste: 2x/week in Franchisee-provided Roll Carts	\$1.50
Recyclables: 1x/week in Franchisee-provided Roll carts	\$5.52
Yard Trash: 1x/week	\$6.36
Total Monthly Residential Collection Service Fee	\$13.38
Monthly Service Fee for 2 nd Solid Waste Roll Cart	\$1.50

COMMERICAL RECYCLING	Monthly Collection Fee/Unit*
Cart Service: 95-gallon Roll Cart collected 1x/week	\$2.30
Dumpster Service: per cubic yard (loose)	\$3.75

COMMERCIAL COLLECTION SERVICE		Monthly Collection Fee/Unit*
95-gallon Roll Cart collected 2x/week		\$20.00
Per Cubic Yard (loose)		\$3.76
Per Cubic Yard (compacted)		\$3.76
	Container and Maintenance Fee/Month**	Fee/Pull
Open Top Roll-Off - 15 cubic yards	\$0.00	\$187.50
Open Top Roll-Off - 20 cubic yards	\$0.00	\$187.50
Open Top Roll-Off - 30 cubic yards	\$0.00	\$187.50
Open Top Roll-Off - 40 cubic yards	\$0.00	\$187.50
Compactor - Vertical	\$200.00	\$0.01
Compactor - 15 cubic yards	\$400.00	\$187.50
Compactor - 20 cubic yards	\$425.00	\$187.50
Compactor - 30 cubic yards	\$450.00	\$187.50
Compactor - 40 cubic yards	\$475.00	\$187.50

*Includes container and maintenance

** Maximum fee charged for monthly container and maintenance fee; Franchisee may negotiate lower container and maintenance fees. Franchisee may not charge the container and maintenance fee for the collection of Program Recyclables.

NOTE: Disposal fees for compactors and roll-offs will be actual.

2 nd HHW/E-Waste Collection Event, if requested	\$20,000.00
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EXHIBIT 2 – SERVICE AREA

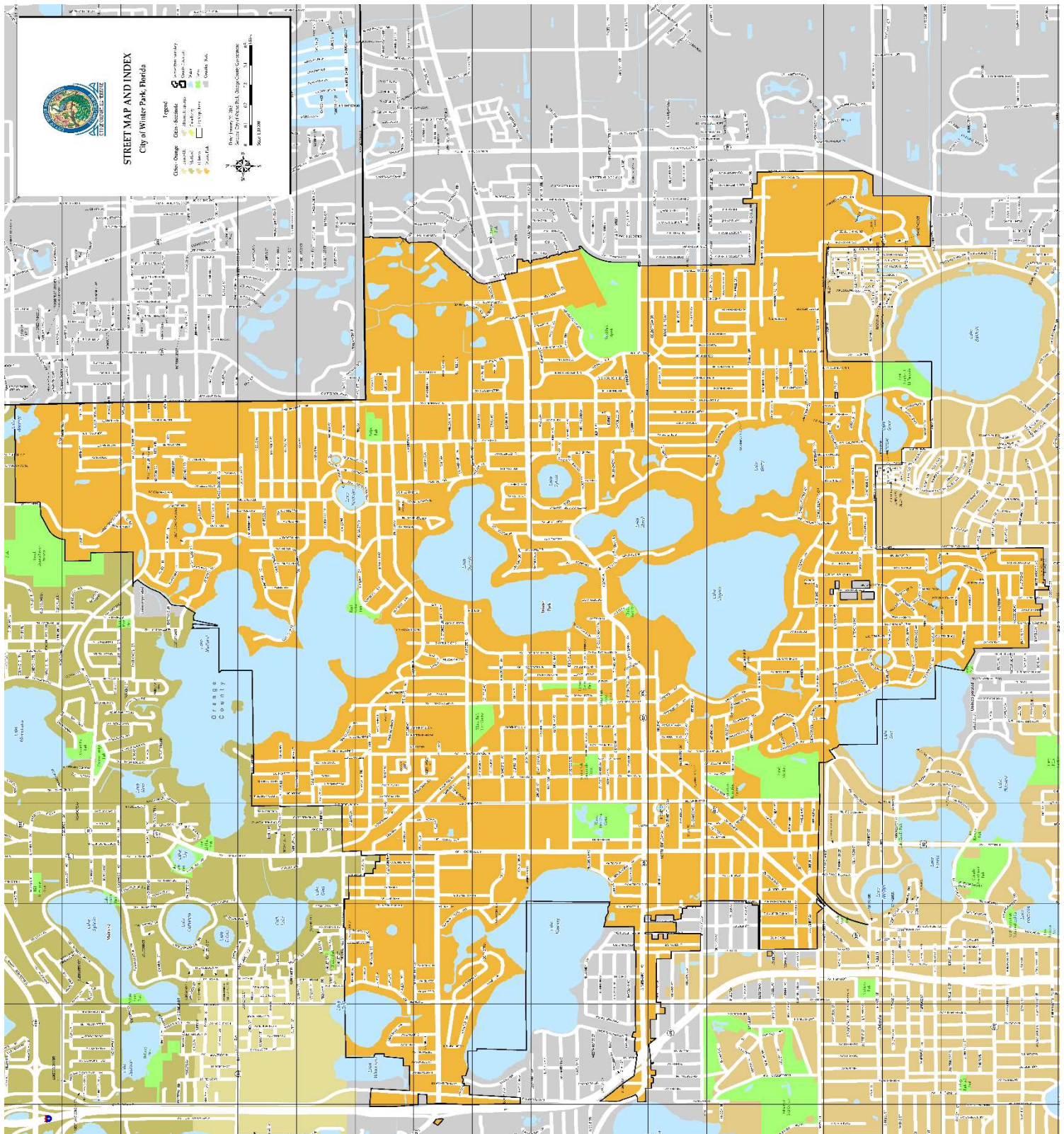


EXHIBIT 3 – SPECIAL COLLECTION FEES

Item	Fee
White Goods	\$30.00 each
Furniture	\$20.00 each
E-Waste	\$20.00 each
Yard Waste	\$10.00 per cubic yard
C&D	\$15.00 per cubic yard

EXHIBIT 4 – CENTER STREET SERVICE AREA

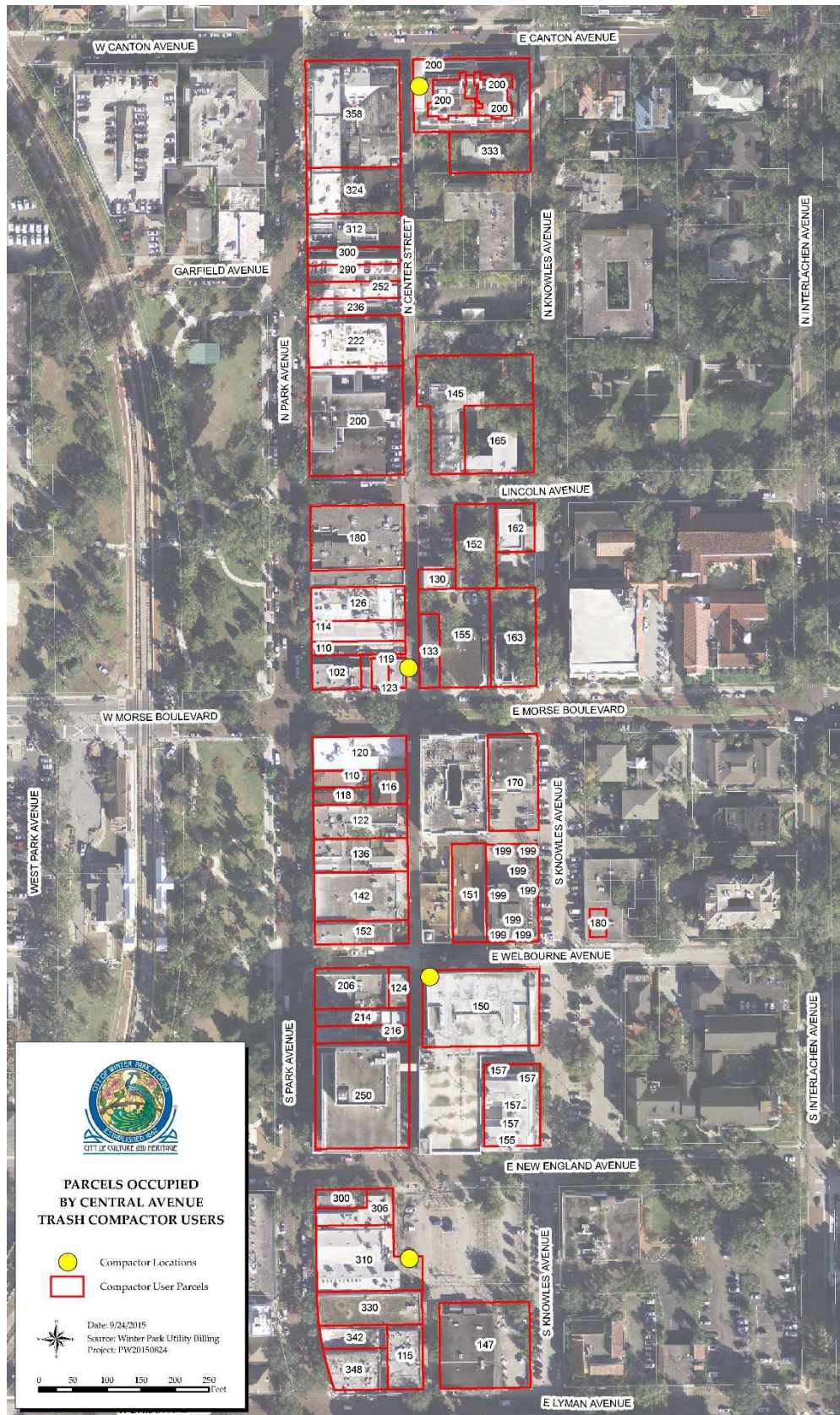


EXHIBIT 5 – CALCULATION OF RATE ADJUSTMENT

Ninety percent (90%) of the rate adjustment shall be based on seventy five percent (75%) of the change in the average monthly Consumer Price Index (CPI) from July through June in the prior year (CPI1) and the average monthly CPI from July through June in the current year (CPI2). The index used shall be the CPI for All Urban Consumers; South Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CUUR0300SA0).

Ten percent (10%) of the rate adjustment shall be based on the percentage change in the average monthly fuel price from July through June in the prior year (FI1) and the average monthly fuel price from July through June of the most recent year (FI2). If Franchisee utilizes primarily CNG vehicles, fuel prices shall be based on the Henry Hub Gulf Coast Natural Gas Spot Price (dollars/million BTUs) published by the United States Energy Information Administration. If Franchisee utilizes primarily diesel vehicles, fuel prices shall be based on the Lower Atlantic (PADD1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (dollars per gallon) published by the United States Energy Information Administration.

If any of the designated indices are discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three and a half percent (3.50%) of the previous rate.

EXCEL FORMULA FOR CALCULATING RATE ADJUSTMENT

$$\text{Rate Adjustment (\%)} = \text{ROUND} \left(\left(\left(\text{CPI2} - \text{CPI1} \right) / \text{CPI1} \right) * 0.75 * 0.90 \right) + \left(\left(\text{FI2} - \text{FI1} \right) / \text{FI1} \right) * 0.10, 4 \right)$$

Where:

"CPI1" = averaged published monthly CPI from July through June of the year prior to CPI2.

"CPI2" = averaged published monthly CPI from July through June of the most recent year

"FI1" = average published monthly fuel price from July through June of the year prior to FI2

"FI2" = average published monthly fuel price from July through June of the most recent year

SAMPLE CALCULATION OF RATE ADJUSTMENT

Assumptions: Current Rate = \$8.00	CPI1 = 225.838	FI1 = 3.9185
	CPI2 = 230.195	FI2 = 3.8747

Rate Adjustment:

$$= \text{ROUND} \left(\left(\left((230.195 - 225.838) / 225.838 \right) * 0.75 * 0.90 \right) + \left((3.8747 - 3.9185) / 3.9185 \right) * 0.10 \right), 4 \right) = 1.19\%$$

Rate Adjustment of 1.19% is less than 3.5%, the maximum allowed.

$$\text{New Rate} = \text{ROUND} (\$8.00 * (1 + 0.0119), 2) = \$8.10$$

EXHIBIT 6 – TECHNICAL SPECIFICATIONS FOR ROLL CARTS

Following are minimum requirements for Solid Waste and Recyclables Roll Carts as required within the scope of this Agreement. Franchisee must provide a prototype of each of the City's program-sized Roll Carts (Solid Waste and Recycling) that meet the following technical specifications for City approval prior to ordering the City's Roll Carts. The City reserves the right to waive the requirement of a prototype.

Construction and Design	• Must meet ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulations, and laws pertaining to this product. • Roll Carts must be produced by a major manufacturer. • The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable. • The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening.
Size (Capacity)	• Three different sized Roll Carts are required with the following capacities: ○ Large = 94-96 gallon ○ Medium = 64-66 gallon ○ Small = 32-35 gallon
Materials	• Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene. • Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: ○ 30 pounds or greater for large Roll Cart ○ 22 pounds or greater for medium Roll Cart ○ 15 pounds or greater for small Roll Cart • Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material. • All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive.
Body	• The body of the Roll Cart must be one piece. • The Roll Cart wall and bottom thickness must be a minimum of .150 inches. • The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip. • The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container.
Lid	• Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body property or becomes otherwise unserviceable.

	• The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system. • The lid must be hinged to open to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart. • Lids must be designed to be easily removed in the event of damage or failure. Lid latches are not acceptable.
Handle	• Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart. • The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.
Wheels/Axle	• Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered. • Wheels shall be snap-on or attached in a way that prevents unintended detachment. • Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts. • Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers. • The wheels and axle must be rated to meet the maximum load requirements of 3.5 pounds per gallon.
Stability	• Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.
Color	• Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable. • The Solid Waste Roll Cart shall be grey with a grey lid and black wheels. • The Recycling Roll Cart shall be blue with a blue lid and black wheels. • The final color selection must be approved by the City prior to manufacturing.
Markings	• The City must approve all markings. • Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color. • An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the City. • A Winter Park City logo and recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following wording in 1 inch lettering on the lid: ○ Property of the City of Winter Park. ○ Instructions for which side of the Roll Cart must face the street for collection. ○ Recycling Roll Cart lids must include program instructions as determined by the City.

	○ ANSI and regulatory labeling required. ● In-mold label on the cart lid.
RFID Tags	● Each Roll Cart must have a unique integrated RFID tag installed into the Roll Cart. ● RFID tags must be passive UHF with an optimal operating frequency of 860-960 MHz. ● RFID tags must have an optimal operating temperature of -40°F to +149°F. ● The dry inlay must meet ISO/IEC 18000-6C and EPD Global Gen 2 standards. ● RFID tag values must be written and locked. ● All RFID tags must be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper-resistant. ● RFID tags placed inside of the body of the Roll Cart are unacceptable. ● Adhesive or sticker RFID tags are unacceptable. ● Each RFID tag must be tested at the manufacturing facility to ensure that it is working properly.
Warranty	● Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the City at the expiration of this Agreement. ● The warranty must be unconditional and non-prorated providing the City with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or A&D of Roll Carts. ● Warranty is understood to include the following coverage: ○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body. ○ Damage to the body, the lid, or any component parts through opening or closing the lid. ○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed. ○ Failure of the body and lid to maintain its original shape. ○ Wear through of Roll Cart bottom so that it leaks liquid. ○ Failure of the wheels to provide continuous, easy mobility, as originally designed. ○ Failure of any part to conform to minimum standards as specified.
Asset Management	● A manufacturing database must be maintained that includes each Roll Cart's RFID tag identification, serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size. ● At the time and point of delivery, the RFID tag, date, time, and latitude/longitude of the Roll Cart's delivery must be captured and associated with the manufacturing database and the residential physical address to which the Roll Cart is assigned.

	• The combined databases consisting of the manufacturing information and A&D information shall be uploaded into the web-based Service Verification System no later than seven (7) Days following the Commencement Date and maintained through the term of this Agreement as provided for in Article 12.15. • At the termination of this Agreement the asset management database shall be transmitted to the City in an acceptable format.
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EXHIBIT 7 – TECHNICAL SPECIFICATIONS FOR CONTAINER RFID TAGS

Following are minimum requirements for the RFID tags required to be placed on all Containers, except for Roll Carts, used for Multi-Family and Commercial Collection Service within the scope of this Agreement. Roll Carts shall meet the RFID tag requirements defined in Exhibit 6. Compactors and Roll-Offs are not required to have RFID tags.

Technical Specs	• RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860 – 960 MHz • Read range: 6 foot minimum • Protocol: EPC Class 1 Gen 2
Environmental Specs	• RFID tags must have an optimal operating temperature of -40°F to +149°F • Waterproof • Chemical resistant appropriate for Solid Waste collection application • Mechanical resistant appropriate for Solid Waste collection application
Mounting Specs	• Encapsulated tag designed for mounting • Mounting surfaces: Metal, plastic, etc.
Memory Requirement	• EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer

EXHIBIT 8 – RECYCLABLES PROCESSING PAYMENT

The processing payment shall be remitted quarterly for all Program Recyclables collected from Residential Customers, Multi-Family Customers, the Center Street Service Area, City Facilities, City-sponsored events, and City-designated public areas. The Recyclables processing payment shall be based on the inbound tons as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables.

Payment per inbound ton of Single Stream Program Recyclables shall be calculated as follows:

The Franchisee shall calculate the Average Market Value (AMV) of the Single Stream Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. dollars per ton) first posted in the collection schedule for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the table below. For illustrative purposes, the Table 1 below calculates the AMV for a collection schedule January 1 – March 31, 2016, which is based on the commodity prices first posted in January 2016.

Table 1 – Average Market Value of Single Stream Program Recyclables Sample Calculation

AMV Calculation for January 1, 2016 – March 31, 2016					
Material	Index Description	January 2016 Index Value	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed paper	PS 1 baled, F.O.B. seller's dock	42.50	\$42.50	23.97%	\$10.19
Newspaper	PS 8 baled, F.O.B. seller's dock	52.50	\$52.50	13.72%	\$7.20
Corrugated containers	PS 11 baled, F.O.B. seller's dock	77.50	\$77.50	15.76%	\$12.21
Aseptic cartons	PS 52 baled, F.O.B. seller's dock	0.00	\$0.00	0.43%	\$0.00
Aluminum cans	Cents/lb., sorted, baled and delivered	54.50	\$1090.00	1.42%	\$15.48
Steel cans	\$/Ton, sorted, baled and delivered	17.50	\$17.50	2.01%	\$0.35
PET	Cents/lb., baled and picked up	7.75	\$155.00	4.60%	\$7.13
Natural HDPE	Cents/lb., baled and picked up	28.50	\$570.00	1.64%	\$9.35
Colored HDPE	Cents/lb., baled and picked up	21.50	\$430.00	1.53%	\$6.58
Plastics #3-7	Commingled #3-7, cents/lb., baled & picked up	0.50	\$10.00	4.36%	\$0.44
Bulky mixed rigid	Cents/lb., baled and picked up	0.50	\$10.00	0.62%	\$0.06
Glass (3 Mix)	\$/Ton, delivered	-17.50	(\$17.50)	15.28%	(\$2.67)
Contamination	N/A (market value shall remain fixed at 0)	N/A	\$0.00	14.66%	\$0.00
				100.00%	\$66.32

The processing payment for Single Stream Program Recyclables shall be made according to the payment schedule in Article 16.3. for the inbound tons of Single Stream Program Recyclables as measured by the facility scales at which the materials are initially received multiplied by the payment in Table 2.

Table 2 – Payment per Inbound Ton of Single Stream Program Recyclables based on the AMV Value

Average Market Value (\$/Ton)		Contractor Payment to City/ (City Payment to Contractor) (\$/Ton)
Low	High	
<\$70.00	\$70.00	(\$50.00)
\$70.01	\$80.00	(\$40.00)
\$80.01	\$90.00	(\$30.00)
\$90.01	\$100.00	(\$20.00)
\$100.01	\$110.00	(\$10.00)
\$110.01	\$120.00	\$0.00
\$120.01	\$130.00	\$0.00
\$130.01	\$140.00	\$0.00
\$140.01	\$150.00	\$0.00
\$150.01	>\$150.01	\$0.00

Sample Calculation of Single Stream Program Recyclables

Assumptions: Inbound Tons = 800
Calculated AMV (Table 1) = \$66.32
Proposed payment for AMV <\$70.00 = \$5.00

Inbound Tons * Proposed Payment = 800 * \$5.00 = \$4,000

Payment per inbound ton of Segregated Cardboard shall be calculated as follows:

The processing payment for segregated cardboard shall be remitted according to the payment schedule in Article 16.3. for the inbound tons of segregated cardboard collected from the Center Street Service Area, City Facilities, and any other City-designated collection Containers as measured by the facility scales at which the cardboard is initially received multiplied by zero percent (0%) of the market value of cardboard as identified in the AMV, Corrugated Containers (PS 11 baled, F.O.B. seller's dock). Should it not be operationally feasible to maintain a separate route for the City's segregated cardboard, the Franchisee may mix the City's segregated cardboard with non-City segregated cardboard and assume the tonnage collected to be equal to seventy-five (75) pounds per uncompacted cubic yard based on the size of Containers serviced.

Sample Calculation of Segregated Cardboard

Assumptions: Inbound Tons = 15
Market index for corrugated containers (Table 1) = \$77.50
Proposed percentage = 75%

Inbound Tons * Market Index * Proposed percentage = 15 * \$77.50 * 75% = \$871.88

The Franchisee acknowledges and accepts the following:

- A. The material percentages used for calculating the AMV are best estimates of the composition of the City's Program Recyclables. The composition used is an average of the results of ten (10) Single Stream recycling composition studies performed in Florida jurisdictions during the past two years. Because different processors use different equipment and technologies, they will have varying amounts of processing Residue. Therefore, the material percentages do not attempt to estimate or include processing Residue. Franchisee has utilized its industry knowledge and experience processing materials similar to the City's Program Recyclables as defined herein in evaluating the accuracy of these percentages to the City's recycling stream and developing its financial proposal accordingly.
- B. The market index utilized (RecyclingMarkets.net) is intended to reflect the average value, in the Southeast United States, of each material included in Program Recyclables. It is not intended to equate to the commodity revenue received by the Franchisee. Franchisee took this into consideration when developing its financial proposal.
- C. For the purposes of calculating revenue, the value of contamination in the AMV table shall remain fixed at \$0. Franchisee took this into consideration when developing its financial proposal.
- D. If at any time during the term of the Agreement RecyclingMarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
- E. The payment formulas shall be used for calculating the Recyclables processing payment throughout the term of the Agreement. Franchisee shall submit the detailed AMV calculation showing how the AMV was determined for the payment period, as well as the calculation for determining the payment per inbound ton of Single Stream Program Recyclables and segregated cardboard.
- F. If, in the future, the City or Franchisee wishes to have a recyclables composition study performed, the party requesting such study shall pay for the study unless otherwise agreed upon. The final methodology and selection of a qualified entity to conduct the study must be approved by the Contract Manager. The City reserves the right to have a representative onsite throughout the recycling composition study. Study results are subject to final approval by the Contract Manager and shall not be unreasonably withheld. If approved by the Contract Manager, adjustments to the composition percentages provided in this Exhibit, shall become effective for the following month and the remainder of the Agreement, or until further adjusted in a future composition study.



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in-person.)	meeting date March 8, 2023
prepared by Melissa Meade	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance - Vacating the western 15 feet of Via Tuscany right-of-way located at 2433 Via Tuscany (1st reading)

motion / recommendation

Approve vacation of western 15 feet of Via Tuscany right-of-way in front of 2433 Via Tuscany.

background

The city received a request to vacate the western 15 feet of Via Tuscany right-of-way in front of 2433 Via Tuscany. On the basis of precedent with respect to the two properties located immediately to the north along Via Tuscany, specifically:

Ordinance 2602-04: Abandoning a portion of the western 15' of the right-of-way of Via Tuscany, 2499 Via Tuscany, September 13, 2004; and

Ordinance 2864-11: Vacating and abandoning the easement located at 2525 Via Tuscany Lane, December 12, 2011.

Staff agrees this right-of-way section is appropriate to vacate. All pertinent utility signoff's have been reviewed.

alternatives / other considerations

Not approve request to vacate.

fiscal impact

No direct fiscal impact as part of this action

ATTACHMENTS:

[Letter re Release of W15 ROW at 2433 Via Tuscany.pdf](#)

ATTACHMENTS:

[Ordinance Vacating Portion of Via Tuscany ROW.doc](#)

Brandon K. Hueber
2433 Via Tuscany
Winter Park, FL 32789

February 8, 2023

VIA EMAIL (dmarcotte@cityofwinterpark.org)

Don Marcotte, City Engineer
City of Winter Park
500 N. Virginia Avenue
Winter Park, FL 32789

**Re: Letter of Request for Release of the Western 15 feet of Right of Way of Via Tuscany
Located at 2433 Via Tuscany, Winter Park, FL 32789**

Dear Don:

The purpose of this letter is to request that the City of Winter Park release the western 15 feet of right of way in front of my residence at 2433 Via Tuscany on the basis of precedent with respect to the two properties located immediately to the north along Via Tuscany, specifically:

Ordinance 2602-04: Abandoning a portion of the western 15' of the right-of-way of Via Tuscany, 2499 Via Tuscany, September 13, 2004; and

Ordinance 2864-11: Vacating and abandoning the easement located at 2525 Via Tuscany Lane, December 12, 2011.

The right of way at issue was dedicated by record plat, therefore, upon your confirmation that the City is amenable to this request, I will comply with the requirements of §177.101, Florida Statutes, with respect to such release and provide evidence thereof to you.

Please note that a survey of the right of way (with legal description) and all required utility approvals with respect to this request are attached to this letter. Please contact me if you would like to discuss this letter or the request herein. I can be reached by email at bhueber@csere.com or by phone at (407) 446-2625.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Hueber', with a long horizontal flourish extending to the right.

Brandon K. Hueber

cc: Thomas Conner, City Surveyor
encl: Survey; Utility Approval Letters

Brandon K. Hueber
2433 Via Tuscany
Winter Park, FL 32789

January 24, 2023

RE: UTILITY COMPANY APPROVAL OF RIGHT OF WAY RELEASE

City of Winter Park

Attn: Jason Riegler, Water/Wastewater Asst. Utility Director (jriegler@cityofwinterpark.org)

Dear Jason:

I am in the process of requesting the City of Winter Park vacate a portion of the right of way as shown on the copy of the enclosed tax map. The site is located at 2433 Via Tuscany, Winter Park, FL. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me by email at bhueber@csere.com. If you have any questions, please contact me at the same email or by phone at (407) 446-2625.

Sincerely,



Brandon K. Hueber

_____ The subject parcel is not within our service area.

 X The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: No facilities within requested right-of-way to be vacated.

Signature: 

Print Name: Jason Riegler, P.E.

Title: Assistant Director
Water and Wastewater Department

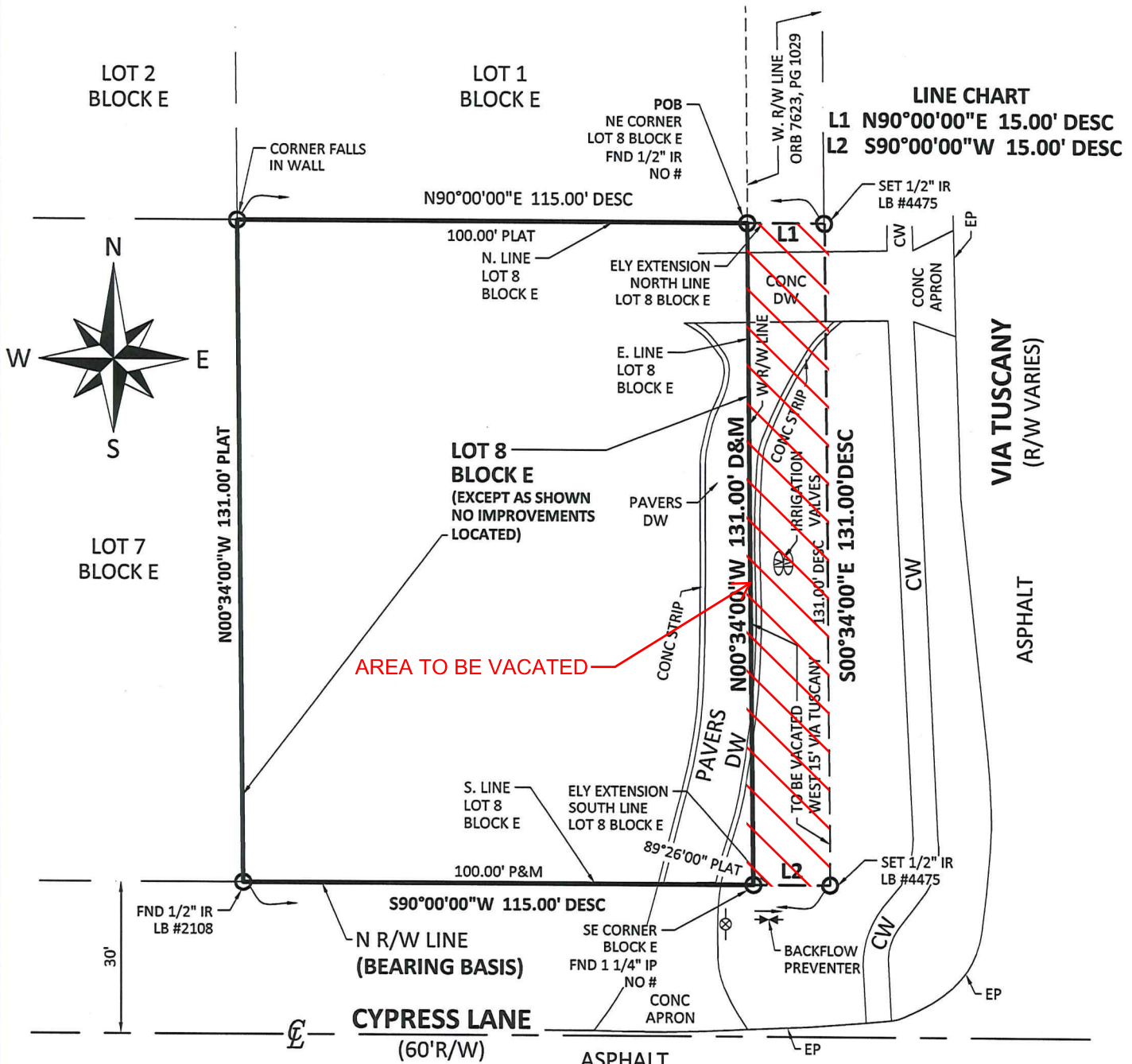
Date: January 25, 2023

MAP OF SURVEY DESCRIPTION

LOT 8, BLOCK E, MAITLAND SHORES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK S, PAGE 68, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH THE WEST 15.00 FEET OF VIA TUSCANY LYING EAST OF LOT 8, BLOCK E, MAITLAND SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK S, PAGE 68, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBES AS:

BEGIN AT THE NORTHEAST CORNER OF LOT 8, BLOCK E, MAITLAND SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK S, PAGE 68, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING ON THE WEST RIGHT-OF-WAY LINE OF VIA TUSCANY AS RECORDED IN SAID MAITLAND SHORES FIRST ADDITION; RUN THENCE N90°00'00"E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE S00°34'00"E A DISTANCE OF 131.00 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8; THENCE S90°00'00"W A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE N00°34'00"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 131.00 FEET TO THE POINT OF BEGINNING.



JOB #56482

REVISIONS

CF# OCS-68 LOT 8 BLOCK E

56593 1/24/23 ADDED DESCRIPTION FOR R/W SNH

SURVEY DATE: 12/21/22

SCALE: 1" = 20'

DRAWN BY: RAC

BOUNDARY SURVEY CERTIFIED TO: BRANDON HUEBER

Brandon K. Hueber
2433 Via Tuscany
Winter Park, FL 32789

January 25, 2023

RE: UTILITY COMPANY APPROVAL OF RIGHT OF WAY RELEASE

City of Winter Park
Attn: Mo Belfakih (mbelfakih@cityofwinterpark.org)

Dear Mo:

I am in the process of requesting the City of Winter Park vacate a portion of the right of way as shown on the copy of the enclosed tax map. The site is located at 2433 Via Tuscany, Winter Park, FL. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me by email at bhueber@csere.com. If you have any questions, please contact me at the same email or by phone at (407) 446-2625.

Sincerely,



Brandon K. Hueber

_____ The subject parcel is not within our service area.

X_____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments:

Signature: Mourad Belfakih

Print Name: Mourad Belfakih

Title: Electrical Utility Engineer Manager

Date: 2/06/2023

2/6/2023



Mr. Brandon Hueber

P845075
No Reservations/No Objection

SUBJECT: vacation request for a portion of Via Tuscany road right-of-way as shown in Maitland Shores First Addition, as recorded in Plat Book S, Page 68 in Orange County, Florida.

Mr. Hueber:

CenturyLink of Florida, Inc. has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions please contact Jerry Peacock at 850-933-8440 or jerry.a.peacock@lumen.com.

Sincerely yours,

Victoria S. Bucher, SR/WA, R/W-NAC, R/W-AMC
Network Real Estate- ROWA
33 North Main Street
Winter Garden, FL 34787
Victoria.bucher@lumen.com

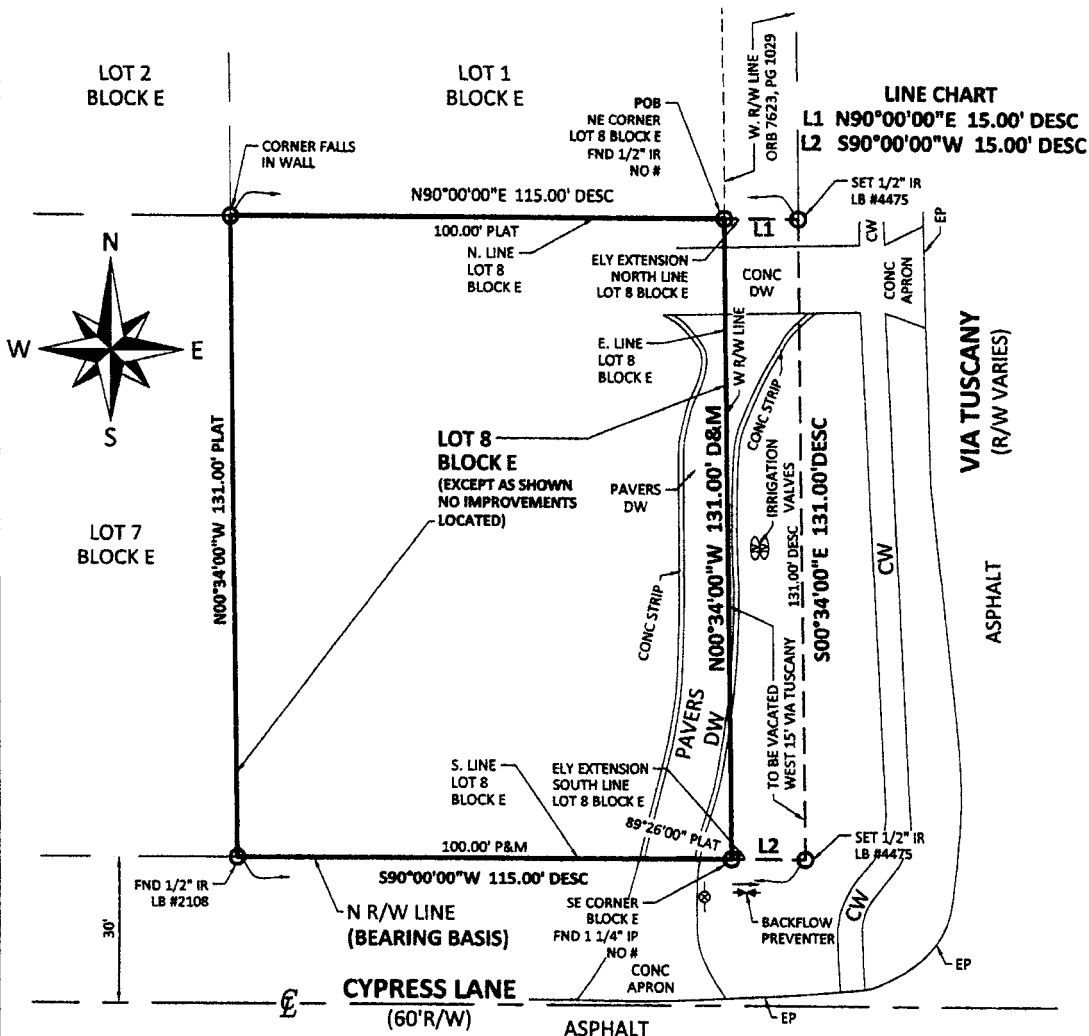
MAP OF SURVEY

DESCRIPTION

LOT 8, BLOCK E, MAITLAND SHORES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK S, PAGE 68, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH THE WEST 15.00 FEET OF VIA TUSCANY LYING EAST OF LOT 8, BLOCK E, MAITLAND SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK S, PAGE 68, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBES AS:

BEGIN AT THE NORTHEAST CORNER OF LOT 8, BLOCK E, MAITLAND SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK S, PAGE 68, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING ON THE WEST RIGHT-OF-WAY LINE OF VIA TUSCANY AS RECORDED IN SAID MAITLAND SHORES FIRST ADDITION; RUN THENCE N90°00'00"E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE S00°34'00"E A DISTANCE OF 131.00 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8; THENCE S90°00'00"W A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE N00°34'00"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 131.00 FEET TO THE POINT OF BEGINNING.



JOB #56482
 CFS# OCS-68 LOT 8 BLOCK E
 SURVEY DATE: 12/21/22
 SCALE: 1" = 20'
 DRAWN BY: RAC

REVISIONS
 56593 1/24/23 ADDED DESCRIPTION FOR R/W SHH

BOUNDARY SURVEY CERTIFIED TO: BRANDON HUEBER



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
 2012 E. Robinson Street Orlando, Florida 32803
 www.AccurightSurveys.net | ACCU@AccurightSurveys.net
 PHONE: (407) 894-6314

RONALD K. SMITH, PSM 5797

"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE BOUNDARY SURVEY DATE OR REVISION DATE."

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.

NOTES:

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH RIGHT-OF-WAY LINE OF CYPRESS LANE BEING S90°00'00"W.

2. THIS SUBJECT PROPERTY LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12095C025SF, COMMUNITY NO. 120188, CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2009.

3. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY CLIENT.

4. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED.

5. BUILDING TIES SHOWN ON THIS SURVEY SHOULD NOT BE USED TO RECONSTRUCT PROPERTY LINES.

6. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED TO. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

7. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.

LEGEND
 LB - LICENSED BUSINESS
 LP - LIGHT POLE
 LS - LICENSED SURVEYOR
 LSA - LANDSCAPE AREA
 MEAS - MEASURED
 MF - METAL FENCE
 NAVD - NORTH AMERICAN
 VERTICAL DATUM
 NGVD - NATIONAL GEODETIC
 VERTICAL DATUM
 NSD - NAIL & DISK
 OW - OVERHEAD WIRE
 ORS - OFFICIAL RECORDS BOOK
 PLAT - PLAT & MEASURED
 PB - PLAT BOOK
 PC - POINT OF CURVATURE
 PG - PAGE
 PF - PLASTIC FENCE
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 R - RADII
 R/W - RIGHT OF WAY
 TR - TELEPHONE RISER
 TRF - TRANSFORMER
 TYP - TYPICAL
 UE - UTILITY EASEMENT
 UP - UTILITY POLE
 WM - WATER METER
 WV - WATER VALVE
 WF - WOOD FENCE
 WS - WOOD SHED



Feb. 8, 2023

Via email: bhueber@csere.com

Mr. Brandon K. Hueber
VP, Florida Division
Crosland Southeast
250 South Park Avenue
Suite 360
Winter Park, Florida 32789

**RE: Vacation of a portion of Via Tuscany
2433 Via Tuscany, Winter Park
Orange County, Florida**

Dear Mr. Hueber:

Please be advised that Duke Energy has “**no objection**” since we do not serve Lot 8, Block E, MAITLAND SHORES FIRST ADDITION, as recorded in Plat Book S, Page 68, of the Public Records of Orange County, Florida.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist

Brandon K. Hueber
2433 Via Tuscany
Winter Park, FL 32789

January 24, 2023

RE: UTILITY COMPANY APPROVAL OF RIGHT OF WAY RELEASE

TECO/Peoples Gas

Attn: Shawn Winsor, Gas Design/Project Manager (swinsor@tecoenergy.com)

Dear Shawn:

I am in the process of requesting the City of Winter Park vacate a portion of the right of way as shown on the copy of the enclosed tax map. The site is located at 2433 Via Tuscany, Winter Park, FL. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me by email at bhueber@csere.com. If you have any questions, please contact me at the same email or by phone at (407) 446-2625.

Sincerely,



Brandon K. Hueber

_____ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments:

Signature: _____

Print Name: _____

Title: _____

Date: _____

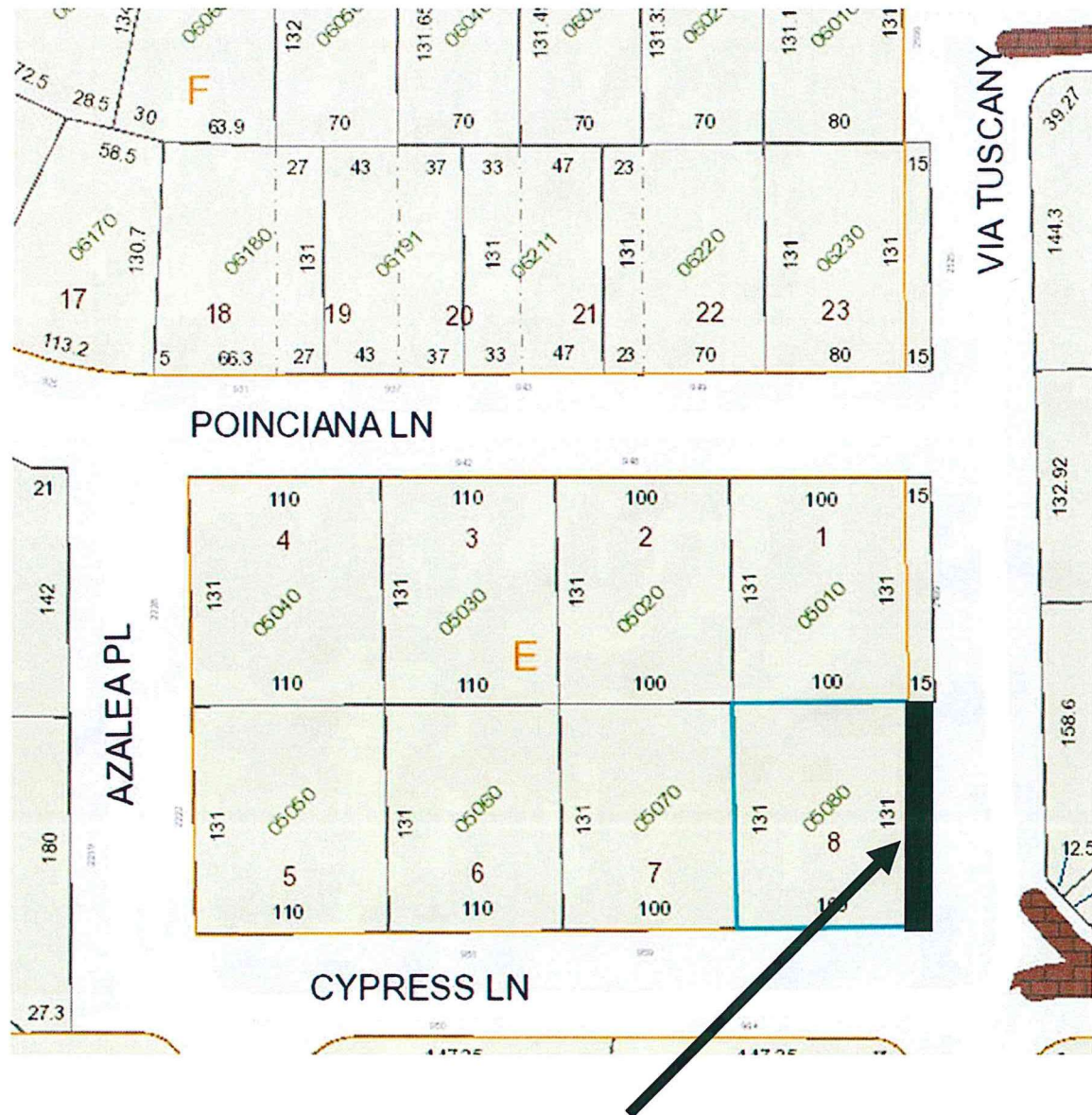
Shawn Winsor

Shawn Winsor

Gas Design Project Manager

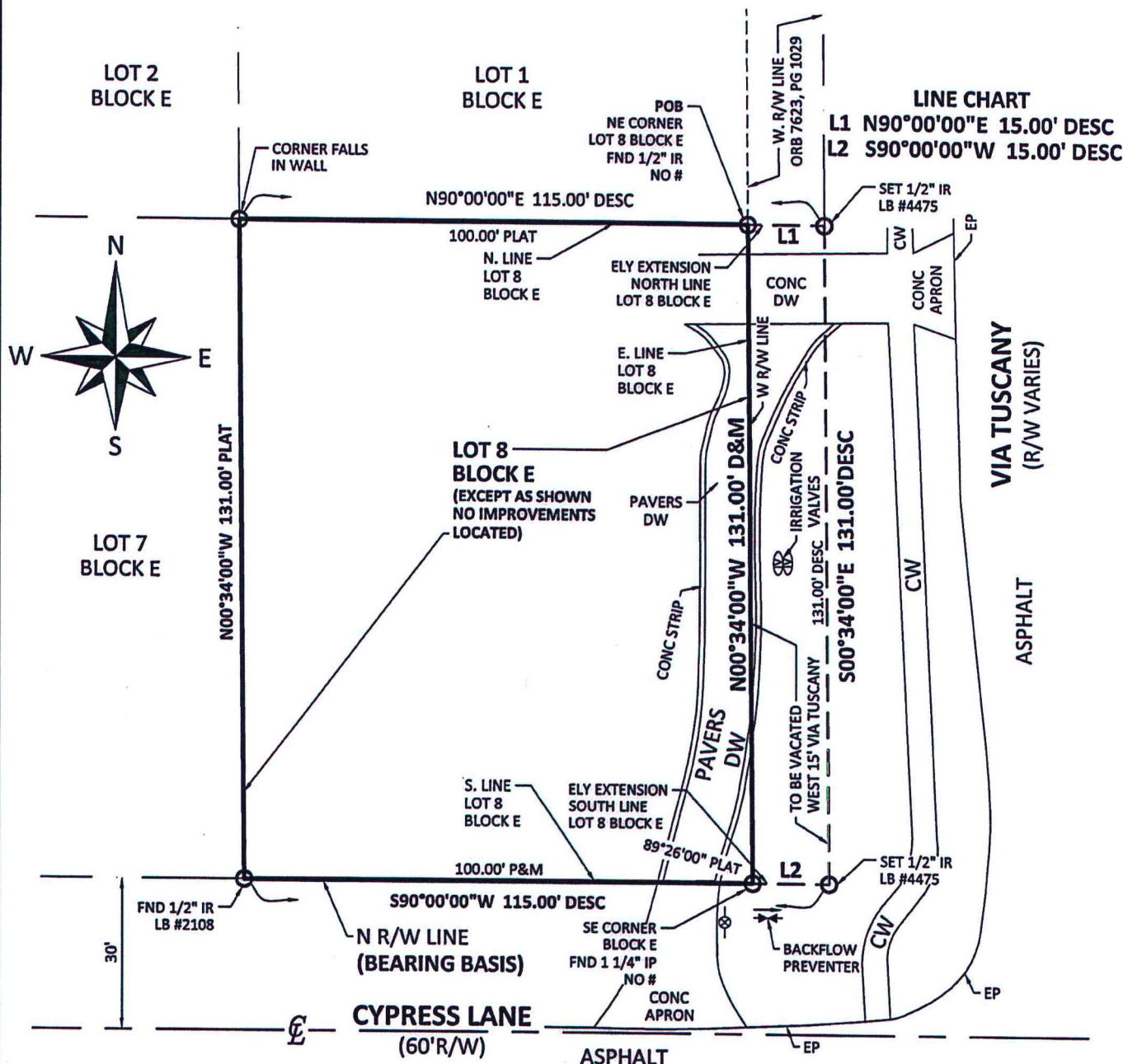
1-25-2023

LOCATION OF 15' ROW STRIP TO BE VACATED
AT 2433 VIA TUSCANY, WINTER PARK, FL 32789



15' ROW strip in front of 2433 Via Tuscany to be vacated (see attached survey)

FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8; THENCE S90°00'00"W A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE N00°34'00"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 131.00 FEET TO THE POINT OF BEGINNING.



JOB #56482	REVISIONS	BOUNDARY SURVEY CERTIFIED TO: BRANDON HUEBER
CF# OCS-68 LOT 8 BLOCK E	56593 1/24/23 ADDED DESCRIPTION FOR R/W SNH	
SURVEY DATE: 12/21/22		
SCALE: 1" = 20'		
DRAWN BY: RAC		



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street Orlando, Florida 32803
www.AccurightSurveys.net | ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

1/24/23
Ronald K. Smith
RONALD K. SMITH, PSM 5797
"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE BOUNDARY SURVEY DATE OR REVISION DATE."

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.

NOTES:

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTH RIGHT-OF-WAY LINE OF CYPRESS LANE BEING S90°00'00"W.
2. THIS SUBJECT PROPERTY LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12095C0255F, COMMUNITY NO. 120188, CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2009.
3. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY CLIENT.
4. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED.
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SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
TV	CABLE TV RISER	LB	LICENSED BUSINESS
CL	CENTERLINE	LS	LICENSED SURVEYOR
CBW	CLEAN OUT	LSA	LANDSCAPE AREA
CR	CONCRETE BLOCK WALL	MEAS	MEASURED
CLF	COVERED CONCRETE	MF	METAL FENCE
CM	CHAIN LINK FENCE	NAVD	NORTH AMERICAN VERTICAL DATUM
CONC	CONCRETE MONUMENT	NGVD	NATIONAL GEODETIC VERTICAL DATUM
COVD	COVERED	N&D	NAIL & DISK
CW	CONCRETE PAD	OW	OVERHEAD WIRE
D	CONCRETE WALKWAY	ORB	OFFICIAL RECORDS BOOK
D&M	DESCRIBED & MEASURED	P&M	PLAT & MEASURED
DE	DRAINAGE EASEMENT	PB	PLAT BOOK
DESC	DESCRIPTION	PC	POINT OF CURVATURE
DOT	DOT MANHOLE	PG	PAGE
DOC#	DOCUMENT #	PF	PLASTIC FENCE
DW	DRIVEWAY	POB	POINT OF BEGINNING
EP	EDGE OF PAVEMENT	POC	POINT OF COMMENCEMENT
EB	ELECTRIC BOX	R	RADIUS
EL	ELECTRIC METER	R/W	RIGHT OF WAY
ESMT	EASEMENT	TR	TELEPHONE RISER
FF	FINISHED FLOOR ELEVATION	TR	TRANSFORMER
FH	FIRE HYDRANT	TYP	TYPICAL
FIRM	FLOOD INSURANCE RATE MAP	UE	UTILITY EASEMENT
FND	FOUND	UPL	UTILITY POLE
FW	GUY WIRE ANCHOR	W	WATER METER
IR	IRON PIPE	WF	WATER VALVE
L	IRON ROD	WS	WOOD FENCE
	ARC LENGTH		WOOD SHED

Brandon K. Hueber
2433 Via Tuscany
Winter Park, FL 32789

January 24, 2023

RE: UTILITY COMPANY APPROVAL OF RIGHT OF WAY RELEASE

Spectrum

Attn: Edward B. Williams (Edward.Williams@charter.com)

Dear Edward:

I am in the process of requesting the City of Winter Park vacate a portion of the right of way as shown on the copy of the enclosed tax map. The site is located at 2433 Via Tuscany, Winter Park, FL. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me by email at bhueber@csere.com. If you have any questions, please contact me at the same email or by phone at (407) 446-2625.

Sincerely,



Brandon K. Hueber

_____ The subject parcel is not within our service area.

 x The subject parcel is within our service area. We do not have any facilities within the 15' area being requested to vacate highlighted yellow below. We have no objection to your request.

_____ The subject parcel is within our service area. We object to the vacation.

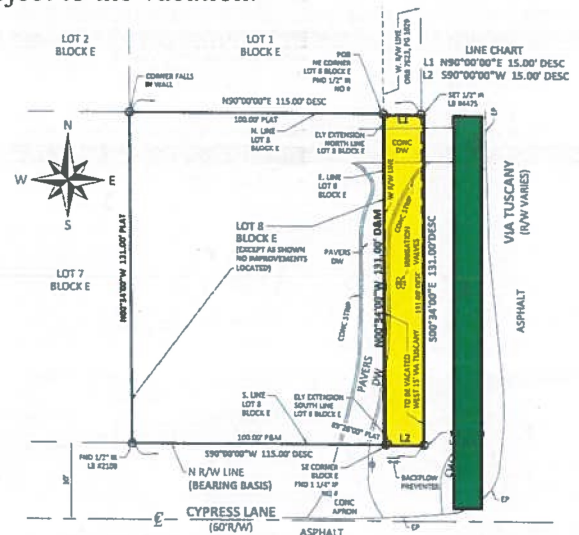
Additional comments:

Signature: R. W. Anderson

Print Name: Rex W. Anderson

Title: Construction Sup, Spectrum

Date: 2/6/2023



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, VACATING AND ABANDONING A 15 FOOT-WIDE PORTION OF THE VIA TUSCANY RIGHT-OF-WAY DEDICATED BY MAITLAND SHORES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "S", PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, LYING EAST OF THE RESIDENTIAL LOT LOCATED AT 2433 VIA TUSCANY, WINTER PARK, FLORIDA, HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBER 32-31-30-5478-05-080 AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, Brandon K. Heuber and Rebecca M. Heuber ("Applicants") are fee simple owners of the residential lot located at 2433 Via Tuscan, Winter Park, Florida, having Orange County Tax Parcel Identification #32-31-30-5478-05-080 (Lot 8, Block E, PB S, PG 68); and

WHEREAS, the Applicants have petitioned the City of Winter Park ("City") for the partial vacation and abandonment of the Via Tuscan right-of-way as set forth herein; and

WHEREAS, the Via Tuscan right-of-way was dedicated to the public by Maitland Shores First Addition, as recorded in Plat Book S, Page 68, Public Records of Orange County, Florida; and

WHEREAS, it has been determined that Applicants have caused the publication of the required notice of intent to vacate pursuant to general law and have paid all outstanding ad valorem taxes for 2433 Via Tuscan, Winter Park, Florida; and

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

WHEREAS, the City has determined that portion of Via Tuscan right-of-way being vacated and abandoned by this Ordinance is no longer needed by the City of Winter Park or for any public purpose.

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

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain portion of the Via Tuscany right-of-way legally described to wit:

The West 15.00 Feet of Via Tuscany Lying East of Lot 8, Block E, Maitland Shores First Addition, as recorded in Plat Book S, Page 68, Public Records of Orange County, Florida, being more particularly described as:

BEGIN AT THE NORTHEAST CORNER OF LOT 8, BLOCK E, MAITLAND SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK S, PAGE 68, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING ON THE WEST RIGHT-OF-WAY LINE OF VIA TUSCANY AS RECORDED IN SAID MAITLAND SHORES FIRST ADDITION; RUN THENCE N90°00'00"E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE S00°34'00"E A DISTANCE OF 131.00 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8; THENCE S90°00'00"W A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE N00°34'00"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 131.00 FEET TO THE POINT OF BEGINNING.

Section 2. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

Section 3. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

Section 4. This Ordinance shall take effect immediately upon its passage and adoption.

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



City Commission **agenda item**

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date March 8, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance 3261-23: Updating Section 58-87, lakefront and waterfront zoning regulations to update the regulations concerning construction on waterfront lots and as pursuant to the review by the planning and zoning board. (2nd Reading)

motion / recommendation

The P&Z Board and Staff recommend approval.

background

UPDATE FROM FIRST READING:

At first reading on December 14, 2022, this Ordinance was approved. Subsequently it has been tabled due to additions and modifications to the portion involving approvals for docks and boathouses and the authorities of the Lakes and Waterways Board and Lake Killarney Board.

In order to achieve simplicity, it was decided to split the ordinance into two parts. One ordinance to be on a future agenda dealing only with the provisions involving dock and boathouse construction over the water, which is under the purview of the two lake boards and this current ordinance only dealing with the provisions regarding construction on waterfront lots and such review by the planning and zoning board.

The content of this current ordinance is unchanged since first reading on December 14, 2022. However due to the split into two ordinances, the city attorney has advised that the City should repeat the first reading.

FIRST READING BACKGROUND:

The planning and zoning board began reviewing construction on waterfront lots in 1975. Over the ensuing years, the provisions of this section have been amended from time to time to address issues with the implementation of those waterfront plan reviews but

there has not been a major update in 15+ years.

Changes to the Waterfront Development Regulations:

The P&Z Board and Planning staff have updated the waterfront regulations for the following topics:

1. Improving storm water grading regulations to prevent issues with drainage onto adjacent properties.
2. Clarifying the waterfront setbacks for fences and walls.
3. Clarifying the permitted pools/patios deck heights above natural grade on waterfront lots and the location of pool cabanas.
4. Clarifying the location of pools/patios decks on lakefront lots with walk-out basements.

With respect to improving storm water grading regulations, these code modifications strengthen language to ensure that storm water runoff does not runoff onto adjacent properties. This includes a requirement for homes to construct stem walls in order to maintain existing grades within side setback areas and allows for the requirement for inlets and pipes to convey runoff down to the waterfront and to require retaining walls, if necessary, to keep drainage on the property.

With respect to clarifying lakefront setbacks for walls and fences, the new text insures that open privacy fences on side lot lines are setback of 75-feet from the high-water line before a solid fence or wall can be built and that fences within 75-feet of the high-water line must be substantially open. A sketch is added to illustrate the code requirements.

With respect to clarifying permitted heights of pools/patios decks on lakefront lots and regulations for accessory structures such as pool cabanas, the Code is keeping 3-foot maximum for pool decks above existing natural grade. On properties with significant grade drops that require more than the 3-feet, a new home may request up to 5-feet above existing grade so long as a minimum of 2-feet of step-downs are within the principal structure or from the finished floor elevation down to the swimming pool/deck. This provision would not be allowed to have any exception or variance, so that negotiations with P&Z do not are not occur creating different decisions on one property versus another. Also, accessory structures (such as pool cabanas) that are permitted when utilizing this exception, must conform to the setbacks of the principal structure.

With respect to clarifying floor level location of pools/patios decks, the Code still permits walkout basements, however, swimming pools and decks must be located as outlined in the provision above. This limits the possibility for large stem/retaining walls for swimming pools/decks by avoiding placement of the pool/deck on a second floor level with a three story home on the lakefront (two floors plus walkout basement) far above the natural grade.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Ordinance 3261-23 Updating Lakefront Zoning Regs FINAL.docx](#)

ORDINANCE 3261-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING REGULATIONS" SECTION 58-87 "LAKEFRONT LOTS, CANALFRONT LOTS, STREAMFRONT LOTS, BOATHOUSES AND DOCKS" PROVIDING FOR UPDATES AND MODERNIZATION TO THE CURRENT REGULATIONS, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the purpose of providing environmental protections for the City in the management of construction on waterfront properties on lakes, canals and streams and in furtherance of the protection of due process and the general welfare of the City as set forth in this Ordinance.

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida and is intended to promote, enable and facilitate economic competition;

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning Regulations, Section 58-87 "Lakefront lots, canalfront lots, streamfront lots, boathouses and docks" of the City of Winter Park Land Development Code is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

- **ARTICLE III ZONING REGULATIONS.**

- **Sec. 58-87. - Lakefront lots, canalfront lots, streamfront lots, boathouses and docks other waterfront properties.**

(a) *Purpose and intent.* It is the intent of this section to insure that buildings and structures on waterfront properties including canalfront lots, lakefront lots and streamfront lots are ~~not~~ constructed or placed such that no boating hazards will be created, that construction shall be compatible with the natural grade of the property; minimizing large stem walls, large swimming pool/patio walls, terraces or retaining walls on the waterfront, facing the water that are more than three feet above existing grade; that water pollution from stormwater runoff and other sources will be minimized by providing adequate stormwater retention and conveyance per code; that views of water from adjoining waterfront properties will not be unduly impaired; that existing trees shall be preserved to the degree reasonably possible and that the appearance of the property and the shore when viewed from the water will be kept as

natural as reasonably possible. The city's lakes, canals and streams are among the city's greatest assets, and it is in the public interest to require that their aesthetic appeal and water quality be maintained and enhanced when possible.

(b) *Building plans.*

(1) A building permit shall not be issued for any new structure or building, addition over five hundred (500) square feet to any existing structure or building, ~~fence or wall~~ or significant change to an existing property on a lakefront, canalfront or streamfront lot until satisfactory building plans are reviewed and approved by the Planning and Zoning Board that are deemed in compliance with the objectives established in the aforementioned purpose and intent and the specific requirements of this section. The ~~p~~Planning ~~d~~Deartment shall review all such plans and provide a recommendation to the ~~P~~Planning and ~~Z~~Zoning ~~B~~Board. A decision by the Planning and Zoning Board shall be done at a public hearing after review of comments from city staff and notification of the adjacent waterfront property owners.

(2) In cases involving the construction of swimming pools (without screen pool enclosures), or patios, or hardscape additions that meet the requirements of this section including all lakefront review criteria of under 1,000 square feet, the ~~p~~Planning ~~d~~Deartment shall provide an administrative review which will result in approval, approval with conditions or denial of the permit. In such cases, the owner may appeal the ~~p~~Planning ~~d~~Deartment's determinations to the ~~P~~Planning and ~~Z~~Zoning ~~B~~Board.

(3) In all other cases, the ~~P~~Planning and ~~Z~~Zoning ~~B~~Board shall review and approve construction upon lakefront lots, canalfront lots and streamfront lots when deemed in compliance with the objectives established in the aforementioned purpose and intent.

~~(4) The lakes and waterways board shall review and approve construction of boathouses, docks, gazebos over the lakes or other water bodies. However, review and approval by the lakes and waterways board of boathouses, docks and gazebos shall not be required if the structure is replacing an existing boathouse, dock or gazebo and is in the same location and is meeting the code requirements set forth in this section. The review and approval by the lakes and waterways board is only required when variances are requested or when there is not an existing boathouse, dock or gazebo on the property/water or when the location of the boathouse, dock or gazebo is being changed by more than five feet from the current location.~~

~~(4)~~(5) The requirements of this section are minimum requirements, and the ~~P~~Planning and ~~Z~~Zoning ~~B~~Board ~~or the lakes and waterways board~~ may impose more restrictive requirements and conditions on the height, bulk, location and any other aspect of the proposed development where necessary in order to accomplish

the purpose and intent of this section. ~~Review by the planning and zoning board or the lakes and waterways board shall be at a public hearing following notification of adjacent waterfront property owners.~~

(c) Submission requirements. Applications shall require the following submissions:

(1) Existing conditions survey including the existing contours or spot elevations at the side property lines and as otherwise occur regularly on the property. The survey shall also include the location of existing trees having a diameter of six (6) inches or greater measured two (2) feet from the ground and the approximate locations of the adjacent building corners and swimming pool deck corners closest to the lake.

(2) Site plan showing the location of all existing or proposed buildings, structures, pool decks, retaining or terrace walls, hardscape and paved areas, drives and curb cuts. The site plan shall include indications of the trees proposed to be removed. The site plan shall also indicate the proposed first floor elevation and the elevation of all exterior patio/lanai/pool decks, retaining walls, etc. The site plan shall include the proposed front, side, and waterfront setbacks measured from the ordinary high-water elevation to the principal structure and to the furthest edge of any patio/lanai/pool deck.

(3) Statistical table to indicate the square footage of the property as measured to the ordinary high-water elevation, square footage of the building elements and square footage of the combined impervious surfaces.

(4) Building elevations of the proposed principal and accessory structures including pool cabanas. The elevations shall include the existing ground level to indicate extent of retaining or stem walls proposed.

(5) Drainage plan (which may also be included on the site plan) showing the method of conveyance of storm water drainage and the areas designed for storm water retention including any curbs or walls necessary to contain drainage on-site or swales, inlets and pipes necessary for conveyance.

(6) Additionally, staff may request a copy of the existing conditions survey, which, in addition to the requirements of (c)(1) above, shall also include the building footprint of all proposed structures including swimming pools and pool decks, the building footprint for adjacent property structures, and the setback from each corner of any proposed structures and adjacent structures to the closest point to the ordinary high-water elevation and front lot lines.

~~(d) Other~~ *sStructures on lakefront, canalfront or streamfront lots.* The following standards shall apply to all construction on lakefront, canalfront or streamfront lots:

(1) Stormwater retention. Lakefront, canalfront and streamfront lots shall be developed to maximize the amount of natural rainfall which is percolated into the soil via retention systems and to prevent minimize-direct overland runoff into the

water or onto adjoining properties. With the exception of boathouses, docks or other over-water construction, storm water runoff from structures and other impervious surfaces shall be directed into swales or terraces on the lot or restrained by berms so as to provide for the on-site retention and percolation of the first one inch of runoff. Properties being developed or redeveloped shall eliminate any direct piped discharges of storm water into the water, so that this runoff is directed to the on-site retention and percolation areas. The Planning and Zoning Board may require, as conditions necessitate, the submission of soil and water table information, topographic detail, drainage calculations and professionally designed plans so as to insure these requirements are met. All storm water retention compliance shall prioritize the preservation of existing trees and the impacts of fill or excavation on tree root systems shall be minimized and the Planning and Zoning Board shall have the authority to require berm or alternative retention methods and volumes including waiving the need for such storm water retention where deemed advisable to protect the root systems and survivability of all existing protected canopy tree specimens. Storm water retention/swales shall be setback from existing trees based on the same separation distances as required for tree barriers during demolition/construction. In addition, the City may require for proper conveyance of storm water, the implementation of inlet and pipe drainage systems incorporated into the property so that runoff is properly conveyed down the side setback areas.

(2) No lakefront, canalfront or streamfront lot owner shall grade the lot in such a way as to interfere with the natural drainage of adjoining lots or in a way that diverts drainage from their lot onto adjoining lots. In order to prevent stormwater runoff onto adjacent properties, new construction on sloping sites shall require stemwall construction in order to maintain the existing grades within the side setback areas. The Planning and Zoning Board ~~commission~~ may also require, as conditions necessitate, the construction of physical features, such as curbs, walls or inlets grading, swaling and piping of roof gutters so as to ensure that runoff on a lot does not negatively impact adjoining lots.

(3) Views of Neighbors. Structures on lakefront, canalfront or streamfront lots shall, to the extent reasonably possible, be designed and located to minimize their obstruction or degradation of traditional views to and through the property to the water from adjoining waterfront properties. ~~Structures in this context shall also include fences and walls. Structures shall also be located so that existing trees shall be preserved to the degree reasonably possible.~~ The Planning and Zoning Board, may as conditions necessitate, reduce the height of structures, alter their location, size and design so as to accomplish these objectives. The Planning and Zoning Board shall also have limited authority to grant exceptions to the front and side setback standards when deemed necessary to accomplish these objectives.

(4) Tree Preservation. Structures on lakefront, canalfront or streamfront lots shall be developed and landscaped so that when viewed from the water, those structures are as unobtrusive as is reasonably possible. Structures shall also be located so that existing trees shall be preserved to the degree reasonably possible. When a lot is being redeveloped, or a lot's structure is being extended or altered, the ~~P~~planning and ~~Z~~oning ~~B~~oard ~~commission~~ may require the planting of new trees and other landscaping in order to achieve this objective. The Planning and Zoning Board shall also require the preservation of trees protected by the city's tree ordinance whenever possible in order to keep the lakefront environment as natural as reasonably possible.

(5) Views from the lake. To the extent practical, vehicles shall not be visible from the lake, canal or stream. To achieve this objective, the parking of vehicles in any area between the rear of the principal building and the water shall be prohibited. Driveways and other parking surfaces for vehicles shall not be when located on the waterfront side of lots closer to the water than the first one third of the length of the home and driveways on the side of homes leading to basement parking garage areas shall not be permitted. ~~shall be screened by walls or fences (not including wood fences) or landscaping at least four feet in height that can effectively screen the view of the vehicles from the lake.~~ This shall not apply to driveways and parking areas in the front of the lot that may be situated such that vehicles are visible from the water lake.

(6)(5) Structures on lakefront lots require the approval of the ~~P~~planning and ~~Z~~oning ~~B~~oard prior to the issuance of a building permit. As conditions necessitate, the ~~P~~planning and ~~Z~~oning ~~B~~oard or City Commission (if part of a conditional use application) ~~or city commission~~ may impose increased setbacks in concert with their waterfront review or conditional use authority as necessary to accomplish the objectives in this section. Structures in this context shall also include parking lots, driveways, swimming pools, cabanas, gazebos, screen enclosures, tennis courts and any other outdoor recreational facilities, and other accessory buildings and structures.

a. *Setbacks - Single family/duplex.* The setback from the water's ordinary high-water elevation for single family and duplex buildings and any other accessory structures on those properties (other than boathouses, docks, over the water gazebos or retaining walls) shall be the average water front setback to the principal structure established by the adjacent water front properties within 200 feet of the subject property, or fifty (50) feet, whichever is greater. That average lakefront setback determination shall be the point at which building construction is permitted. Pools and associated pool decks without screen pool enclosures, that are no taller than three (3) feet in height above the existing natural grade may have a setback of fifty (50) feet. The ~~P~~planning and ~~Z~~oning ~~B~~oard shall have the authority to approve

water front setbacks less than the average determined above to a minimum of fifty (50) feet in accordance with their water front review authority based upon the determination by the Planning and Zoning Board that such construction does not unduly impair the views of water of adjoining waterfront properties. The Planning and Zoning Board shall also have limited authority to grant exceptions to the water front setback standards when new construction replaces an existing structure(s) that are nonconforming to the current required lakefront setbacks but may not increase that nonconformity.

b. *Setbacks - Multi-family/non-residential/mixed use.* The water front setback from the ordinary high-water elevation for multi-family (three or more units) or non-residential or mixed-use buildings and any other accessory structures on those properties (other than boathouses, docks, over the water gazebos or retaining walls) shall correspond to the height of the proposed structure. For buildings and structures thirty-five (35) feet in height or less, the water front setback shall be a minimum of seventy-five (75) feet. As the height of the building or structure increases, for each one-foot increase in height over thirty-five (35) feet in height, the water front setback shall increase by two and one-half (2.5) feet. Parking lots, driveways, swimming pools or other accessory structures shall be ~~half~~ setback a minimum of fifty (50) feet from the ordinary high-water elevations below.

c. *Ordinary high-water elevations.* For convenience, the ordinary high-water elevations of the city's principal lakes are listed below. These elevations have been determined by the Florida Department of Environmental Protection (FDEP) Bureau of Survey and Mapping. All elevations reference NGVD (88 datum). For the canal and stream front locations, the ordinary high-water elevations are to be provided by the ~~p~~Public wWorks dDepartment.

1. Lake Berry69.4 feet
2. Lake Killarney82.0 feet.
3. Lake Maitland65.7 feet.
4. Lake Mizell65.7 feet.
5. Lake Osceola65.7 feet.
6. Lake Sue70.7 feet7.
7. Lake Sylvan71.2 feet.
8. Lake Virginia65.7 feet.
9. Lake Bell88.6 feet.
10. Lake Spier89.7 feet.
11. Lake Forrest100.0 feet.
12. Lake Grace100.8 feet.
13. Lake Rose87.8 feet.
14. Lake Tuscany69.1 feet.
15. Lake Baldwin90.7 feet.

16. Lake Temple66.6 feet

~~(7)(6)~~ Structures on canalfront or streamfront lots require the approval of the Planning and Zoning Board prior to the issuance of a building permit. Other than boathouses, the waterfront setback shall be at least fifty (50) feet from the canal bulkhead or stream. Structures in this context shall also include driveways, parking lots, swimming pools and pool decks, screen enclosures, tennis courts and other outdoor recreational facilities, cabanas and other accessory buildings and structures. A structure shall be interpreted as any object higher than three (3) feet above grade whether permanently affixed to the ground or not and shall include poles, flags, play equipment, etc. which are not permitted in the fifty (50) foot lakefront setback except as permitted below for canalfront or streamfront locations. Swimming pools and decks on canalfront or streamfront lots may be permitted a minimum of twenty-five (25) feet from the canal bulkhead or stream ordinary high-water elevation, provided the swimming pool has an elevation of no more than two (2) feet above the existing grade on the side closest to the canal or stream. The Planning and Zoning Board may require, as conditions necessitate, the imposition of increased setbacks to accomplish the objectives in this section.

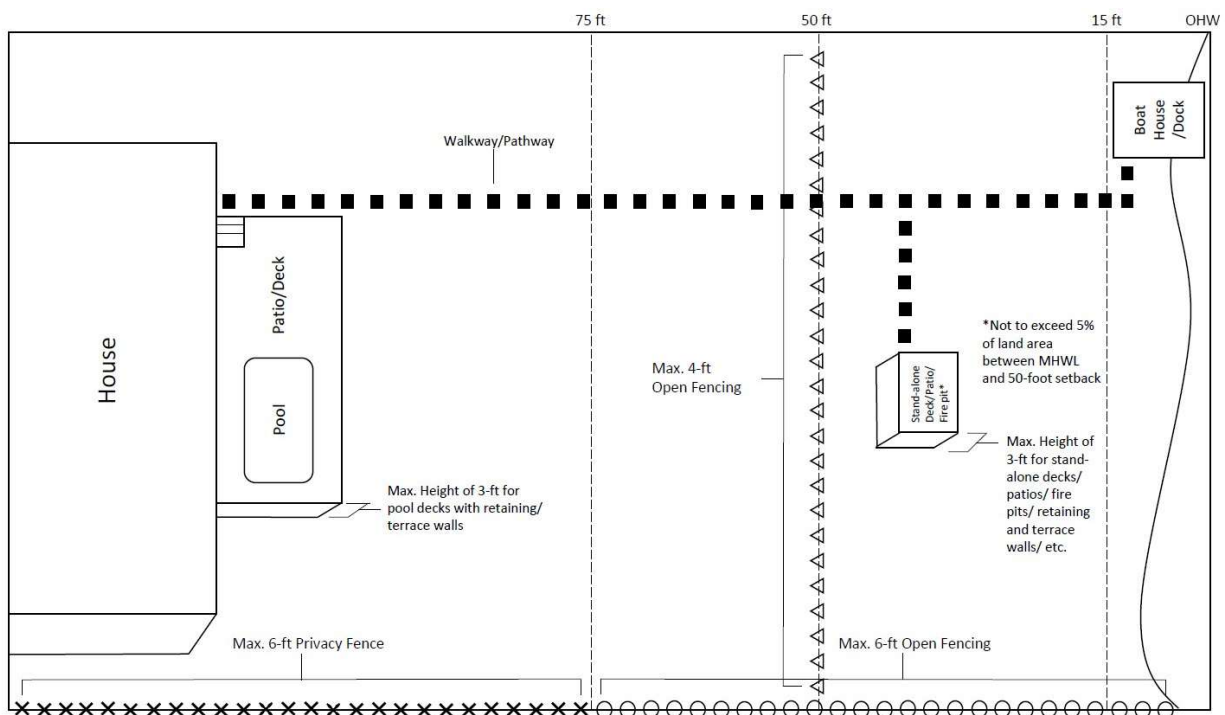
~~(8)(7)~~ Fences or walls on lakefront, canalfront, or streamfront lots.

a. Fences or walls on lakefront, canalfront, or streamfront lots shall not be permitted to extend into the water beyond the ordinary high-water elevation or into a canal beyond the bulkhead. Fences and walls shall not be permitted which run parallel to or across the lakefront, canalfront or streamfront property anywhere within the fifty (50) foot setback from the ordinary high-water elevation.

b. Fences that are seventy-five percent (75%) open, such as aluminum picket, wrought iron, or green or black clad vinyl chain link, but not walls or nonopaque any fences, of solid materials such as wood or vinyl may be permitted which run parallel to or across the lakefront, canalfront or streamfront on only that portion of the land between the rear of the main structure and the fifty (50) foot setback provided such fence does not exceed four (4) feet in height above existing grade.

c. Retaining walls, terrace walls, standalone decks and patios, railings or other structures higher than three (3) feet above existing grade shall not be permitted within the fifty (50) foot setback. Other accessory structures or improvements, that do not exceed three (3) feet in height within the fifty (50) -foot setback such as walkways, railings, standalone patios and, decks, fire pits, etc., shall not cover more than five percent (5%) ~~ten percent~~ of the land area within that fifty (50) -foot setback. Standalone patios, decks and fire pits shall have a minimum setback of fifteen (15) feet from the ordinary high-water elevation.

d. In order to maintain water views across properties, fences running down the sides of properties up to seventy-five (75) feet setback from the ordinary high-water line, shall be permitted a height of up to six (6) feet. within the 50-foot setback or parallel to or across the waterfront Fences within the seventy-five (75) foot setback, shall be seventy-five percent (75%) substantially open, fences limited to the materials such as aluminum picket, wrought iron, or green or black clad vinyl chain link, which allow visibility across property lines and to the water. Wood shadow box fences shall not qualify as open fencing. The Planning and Zoning Board may permit fences closer than the fifty (50) feet but only on canalfront or streamfront lots as necessary to enclose swimming pools. The following figure provides a summarized example of the overall requirements provided in the subsections above.



(e)(8) Conformance to grades. Many waterfront lots have existing grade slopes down to the water that are otherwise uncommon in the region. The typical home design with a finished first floor level and the swimming pool and patios decks at the same level cannot be accomplished on these sloping sites.

(1) The design of the floor levels and swimming pool or patio decks must conform to the terrain and natural slope of the property.

(2) Swimming pool and spa decks, patios and terraces shall not be constructed more than three (3) feet in height above the average existing grade elevation on the lakeside edge of the deck, patio, or terrace. The height shall be measured from the existing natural grade and not the finished grade; and shall be measured from the average or midpoint of existing grade when a property slopes from side to side

across the width of the pool deck, patio or terrace. The three (3) feet height limit shall be measured to the level of the predominant swimming pool deck elevation, patio or terrace elevation and cannot be mitigated with the construction of retaining walls or negative/infinity edge water collection areas or landscape terrace walls in front of the predominant pool/patio elevation.

(3) The facade of exposed retaining walls taller than three (3) feet above grade facing the lake shall be screened with landscape plantings materials across the length of the retaining wall except for any sections involving steps stairs down to the lakefront.

(4) On lots with severe grade drops of over seven (7) feet throughout the length of the house, as measured by the contours starting at the front of the main structure to the end of the proposed structure, the Planning and Zoning Board may approve swimming pool and spa decks, patios and terraces higher than three (3) feet above existing grade on the water side to a maximum of five (5) feet above existing grade. This approval is subject to the project design including step-downs within the principal structure and/or from the first-floor elevation down to the swimming pool, patio, or terrace deck, that at a minimum shall be equal to the number of feet requested above the three (3) foot allowance. if approved by four members of the planning board. For example, a swimming pool deck, patio or terrace deck height requested at five (5) feet above existing grade, shall have a minimum of two (2) feet of step-downs within the principal structure and/or from the finished floor elevation down to the swimming pool deck, patio or terrace deck or a combination of both. This restriction or limitation on the maximum height above existing grade shall not be provided any exception or variance.

(5) Walk-out basement levels on waterfront homes that create three (3) floors of living area, or usable basement areas for garage/storage, etc. on the waterfront side of the home shall be permitted where grades permit. However, swimming pools and associated decks and patios, shall be located only on the lowest living area level, and shall be in accordance with the height requirements as set forth in this section.

(6) The height of accessory structures on waterfront homes is measured to existing grade; this shall be inclusive of any elevation decks/patios, etc.

(f)(10) Any property that requests and is permitted a swimming pool, patio or terrace deck elevation in excess of three (3) feet above existing grade on the waterfront side, shall not be permitted to construct an accessory structure on that elevated swimming pool, patio or terrace deck unless such accessory structure meets the required lakefront and side setbacks of the principal residence. This restriction shall not be provided any exception or variance.

~~(g)(e)~~ *Retaining walls or seawalls.* Retaining walls shall not exceed a maximum width of thirty-six (36) inches. The construction of retaining walls or seawalls shall be done in accordance with the Lakeshore Protection regulations within this Code of Ordinances.

~~(h)(g)~~ *Wetlands.* Located adjacent to certain streams, lakes and canals are wetland areas, as defined by the Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District (SJRWMD) methodology, soil types, hydrological requirements and vegetation types in which no adding of soil or other fill materials shall be permitted. In addition, the use of these wetland areas for any structure shall be permitted only as a conditional use granted only upon the affirmative vote of four members of the City Commission and said structures shall be limited to elevated boardwalks or gazebos. The criteria utilized to evaluate such conditional use requests shall include, but not be limited to: the effect on the wetland's function; environmental impacts on the wetlands from the construction process; the loss of environmentally sensitive areas and the precedent for similar construction in other such wetland areas including conformance to the comprehensive plan. For any other building or structure(s) there shall be a fifty (50) foot minimum setback required from the edge of such designated wetlands.

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

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect on April 1, 2023 upon its passage and in accordance with Florida law. Any project which has received an approval from the Planning and Zoning Board prior to that date or has submitted an application for an approval by the Planning and Zoning Board prior to that date shall be vested under the previous code related to waterfront lots.

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

Phillip M. Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk



City Commission **agenda item**

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date March 8, 2023
prepared by Allison McGillis	approved by Jeffrey Briggs, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance 3267-23- Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-95 "Definitions" and Article V, "Environmental Protection Regulations" Division 1, "Stormwater Management" adding regulations governing artificial turf installations and maintenance of artificial turf. (2nd Reading)

motion / recommendation

Recommendation is to approve the Ordinance as presented.

background

Changes in 2nd Reading:

Modified requirement #5 to say "Installations are not permitted within five (5) feet of any side or rear property line", added a new #6 to state "Installations are not permitted within ten (10) feet from the front property line or within ten (10) feet of any side street property line", and removed the prohibition of artificial turn in the from yard of homes within Historic Districts. These changes address the Commission's concerns from the 1st reading, and allows someone to add artificial turf around a walkway to their front door or at some point in the middle of their yard and still gives 10 feet in the front or street front sides to allow for drainage before the street or a neighbor. Getting rid of the prohibition within the front yard then allows artificial turf in the front yard treats it the same as the other impervious surfaces that can go in a front yard (like a driveway or walkway) up to the 50% impervious maximum in the front yard.

Background from 1st Reading:

This Ordinance originated because City staff has been challenged with an increase in the number of permits for the installation of artificial turf and the challenges in determining

the degree to which these products, after installation, function as pervious or impervious surfaces. The City staff has held a number of work sessions with the P&Z Board discussing the variety of artificial turf products, the methods of installation and maintenance and how the different products and installation applications result in a large disparity in the degree to which they function as pervious surfaces. The end result of the time spent with the P&Z Board on this topic has resulted in an Ordinance which defines artificial turf as impervious.

Furthermore, the Ordinance outlines following requirements for the installation of artificial turf:

- A permit shall be required to install artificial turf. At a minimum, artificial turf must be installed according to the manufacturer's specifications and may be subject to further City stormwater requirements.
- New total impervious area coverage to include the artificial turf shall be submitted with the permit application.
- The first one inch of stormwater runoff from the artificial turf must be retained on site in accordance with Sec. 58-163.
- Installations are not allowed under tree canopies, or within the drip line of any existing tree canopy.
- Installations are not permitted in any front or side street facing yard areas and not allowed within five (5) feet of any side or rear property line.
- Installation of artificial turf within public and private rights-of-way is prohibited.
- Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body.
- Within Historic Districts, artificial turf may not be installed where it is visible from any rights-of-way.
- Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.)

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Tracked Changes - Ordinance - Artificial Turf \(2nd reading\).docx](#)

ATTACHMENTS:

[Ordinance 3267-23 -Artificial_Turf.docx](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE
III, "ZONING" SECTION 58-95 "DEFINITIONS" AND ARTICLE V,
"ENVIRONMENTAL PROTECTION REGULATIONS" DIVISION 1,
"STORMWATER MANAGEMENT" ADDING REGULATIONS
GOVERNING ARTIFICIAL TURF INSTALLATIONS AND
MAINTENANCE OF ARTIFICIAL TURF, PROVIDING FOR
CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE
DATE.**

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

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

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

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

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

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

Sec. 58-95. - Definitions.

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

* * * *

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

* * * *

Impervious coverage means the percentage of the lot land area that is covered with impervious materials such as building, swimming pools (including pool water and pool decks), decks, patios, driveways, etc. Standard engineering coefficients of permeability may be utilized for mixed surfaces. Artificial turf shall also be considered an impervious coverage. Land located across a street and separated from the building site shall not be included in the available land area calculation.

* * * *

SECTION 2. That Chapter 58 "Land Development Code", Article V "Environmental Protection Regulations, Article I "Stormwater Management of the City of Winter Park Land Development Code is hereby amended by amending Division 1 as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

DIVISION 1. - STORMWATER MANAGEMENT

Sec. 58-171. – Artificial Turf Installation.

(a) The following requirements shall govern the installation of artificial turf.

- (1) A permit shall be required to install artificial turf. At a minimum, artificial turf must be installed according to the manufacturer's specifications and may be subject to further City stormwater requirements.
- (2) New total impervious area coverage to include the artificial turf shall be submitted with the permit application.
- (3) The first one inch of stormwater runoff from the artificial turf must be retained on site in accordance with Sec. 58-163.
- (4) Installations are not allowed under tree canopies, or within the drip line of any existing tree canopy.
- (5) Installations are not permitted within five (5) feet of any side or rear property line.
- (6) Installations are not permitted within ten (10) feet from the front property line or within ten (10) feet of any side street property line.
- (7) Installation of artificial turf within public and private rights-of-way is prohibited.
- (8) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body.
- (9) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.)

(b) Maintenance of artificial turf. The property owner shall routinely maintain artificial turf, including cleaning, brushing, debris removal, repairing and replacement. Such

maintenance activities shall ensure that artificial turf continues to function as designed and permitted. The aforesaid requirements of this subsection (b) apply to all artificial turf installed within the city limits whether such: (i) was installed prior or after the adoption of this subsection, or (ii) was not required to obtain a permit or enter into an agreement required by this section at the time of its installation. All artificial turf must be replaced if it falls into disrepair with fading, holes or loose areas. Replacement and repairs shall be done with like materials from the same manufacturer and done so in a manner that results in a repair that blends in with the existing artificial turf. The property owner's failure to maintain, repair and/or replace artificial turf in compliance with this section or any agreement entered into with the City as required herein shall constitute a violation of this subsection.

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

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida (the "Effective Date"), and shall apply to all applications for permits received on or after the Effective Date.

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

By: _____
Mayor Phil Anderson

ATTEST:
By: _____
Rene Cranis, City Clerk

ORDINANCE 3267-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-95 "DEFINITIONS" AND ARTICLE V, "ENVIRONMENTAL PROTECTION REGULATIONS" DIVISION 1, "STORMWATER MANAGEMENT" ADDING REGULATIONS GOVERNING ARTIFICIAL TURF INSTALLATIONS AND MAINTENANCE OF ARTIFICIAL TURF, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

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

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

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

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

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

Sec. 58-95. - Definitions.

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

* * * *

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

* * * *

Impervious coverage means the percentage of the lot land area that is covered with impervious materials such as building, swimming pools (including pool water and pool decks), decks, patios, driveways, etc. Standard engineering coefficients of permeability may be utilized for mixed surfaces. Artificial turf shall also be considered an impervious

coverage. Land located across a street and separated from the building site shall not be included in the available land area calculation.

* * * *

SECTION 2. That Chapter 58 "Land Development Code", Article V "Environmental Protection Regulations, Article I "Stormwater Management of the City of Winter Park Land Development Code is hereby amended by amending Division 1 as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

DIVISION 1. - STORMWATER MANAGEMENT

Sec. 58-171. – Artificial Turf Installation.

- (a) The following requirements shall govern the installation of artificial turf.
- (1) A permit shall be required to install artificial turf. At a minimum, artificial turf must be installed according to the manufacturer's specifications and may be subject to further City stormwater requirements.
 - (2) New total impervious area coverage to include the artificial turf shall be submitted with the permit application.
 - (3) The first one inch of stormwater runoff from the artificial turf must be retained on site in accordance with Sec. 58-163.
 - (4) Installations are not allowed under tree canopies, or within the drip line of any existing tree canopy.
 - (5) Installations are not permitted within five (5) feet of any side or rear property line.
 - (6) Installations are not permitted within ten (10) feet from the front property line or within ten (10) feet of any side street property line.
 - (7) Installation of artificial turf within public and private rights-of-way is prohibited.
 - (8) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body.
 - (9) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.)
- (b) Maintenance of artificial turf. The property owner shall routinely maintain artificial turf, including cleaning, brushing, debris removal, repairing and replacement. Such maintenance activities shall ensure that artificial turf continues to function as designed and permitted. The aforesaid requirements of this subsection (b) apply to all artificial turf installed within the city limits whether such: (i) was installed prior or after the adoption of this subsection, or (ii) was not required to obtain a permit or

enter into an agreement required by this section at the time of its installation. All artificial turf must be replaced if it falls into disrepair with fading, holes or loose areas. Replacement and repairs shall be done with like materials from the same manufacturer and done so in a manner that results in a repair that blends in with the existing artificial turf. The property owner's failure to maintain, repair and/or replace artificial turf in compliance with this section or any agreement entered into with the City as required herein shall constitute a violation of this subsection.

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

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida (the "Effective Date"), and shall apply to all applications for permits received on or after the Effective Date.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 8th day of March, 2023.

By: _____
Mayor Phil Anderson

ATTEST:

By: _____
Rene Cranis, City Clerk