



city commission agenda

City Commission Regular
Meeting

February 24, 2021

3:30 pm

WP Community Center
721 W. New England Avenue
Winter Park, Florida

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

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted outside City Hall the Wednesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofwinterpark.org.

meeting procedures

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

agenda

*times are projected and
subject to change

1. Meeting Called to Order

2. Invocation

a. [Rabbi Tzviky Dubov - Chabad of Greater Orlando](#)

1 minute

Pledge of Allegiance

3. Approval of Agenda

4. Mayor's Report

5. City Manager's Report

- a. [City Manager's Report](#) 5 minutes
- b. [CIP Report](#) 1 minute

6. City Attorney's Report

7. Non-Action Items

- a. [Financial report for the fiscal year ended September 30, 2020](#) 10 minutes
- b. [Winter Park Fire-Rescue Department Strategic Plan 2021-2025](#) 5 minutes
- c. [Appointment of Mark VanValkburgh to Code Compliance Board \(Commissioner Sullivan\)](#) 1 minute

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

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

(Three (3) minutes are allowed for each speaker)

9. Consent Agenda

- a. [Approval of the regular meeting minutes of January 27, 2021](#) 1 minute
- b. [Approval of the special meeting minutes of February 11, 2021](#) 1 minute
- c. [Approval of the following Piggyback contracts:](#) 1 minute
 - 1. US Digital Designs, Inc. - League of Oregon Cities - RFP No. 2020 - Public Safety Software Solutions, Data Collection, Storage and Utilization; \$400,000;
 - 2. Electric Supply of Tampa - Gainesville Regional Utilities - 2015-002-A - Wire and Cable; Increase additional \$800,000 for term;
 - 3. Point Blank Enterprises, Inc. - NASPO ValuePoint Master Agreement 164719- Body Armor and Ballistic Resistant Products; \$48,000. Term through November 10, 2022;
 - 4. Selectron Technologies, Inc. - GSA - GS-35F-0315X - Information Technology; \$30,000 for year. Term through April 5, 2026;
 - 5. ABM Industry Groups, LLC - PB20-24 - Janitorial Services & Equipment; \$350,000 for March - September 2021.
- d. [Approval of the following Formal Solicitation:](#) 1 minute
 - 1. Traffic Engineering & Management, LLC - IFB17-21 - New York Ave. Signalization Improvements; \$389,045.

- | | | |
|----|---|-----------|
| e. | Approval of the following contracts: | 1 minute |
| | 1. Zyscovich, Inc. - RFQ3-17C -Continuing Contract for Architectural Services; Renew at \$150,000 for term; | |
| | 2. Comprehensive Engineering Services - RFQ6-17A - Transportation Planning & Engineering Services; Renew at \$150,000 for term; | |
| | 3. Kimley-Horn & Associates, Inc. - RFQ6-17B - Transportation Planning & Engineering Services; Renew at \$150,000 for term; | |
| | 4. Singhofen & Associates, Inc. - RFQ4-17A - Stormwater Management & Design Services; Renew at \$75,000 for term; | |
| | 5. Geosyntec Consultants - RFQ4-17B - Stormwater Management & Design Services; Renew at \$75,000 for term; | |
| | 6. Universal Engineering Sciences, Inc. - RFQ10-18A - Geotechnical & Environmental Consulting; Renew at \$50,000 for term; | |
| | 7. Terracon Consultants, Inc. - RFQ10-18B - Geotechnical & Environmental Consulting; Renew at \$50,000 for term. | |
| f. | Approval of the following purchases: | 1 minute |
| | 1. Core & Main, LLC - Harris SmartWorks Water & Electric Meter Data management System (MDM); \$130,000. | |
| g. | Approval of FY 21 Budget Amendment to Forecasted Revenues | 1 minute |
| h. | Approval of Winter Park Fire-Rescue Community Risk Assessment and Standard of Response Coverage 2021-2025 | 1 minute |
| i. | Open an account with One Florida Bank | 5 minutes |

10. Action Items Requiring Discussion

- | | | |
|----|---|------------|
| a. | Construction and Maintenance Agreement for the City's Private Fiber Optic Network | 30 minutes |
| b. | Extenet Systems Pole Attachment Agreement for 5G | 30 minutes |
| c. | Purchase Agreement for 901 W. Fairbanks Ave., Winter Park, FL 32789, and discussion of additional properties along Fairbanks Ave. | 5 minutes |
| d. | Proceed to negotiate purchase agreement for 929 - 957 W. Fairbanks Ave. | 5 minutes |
| e. | Appoint Canvassing Board members for March 9th General | 5 minutes |

Election

- f. Discuss possible modification to COVID related safety precautions for in-person attendance at public meetings. 10 Minutes

11. Public Hearings

- a. Resolution - Request of Tyler and Jeanette Doggett to designate the property at 1645 Forest Avenue built in 1925 to the Winter Park Register of Historic Places. 5 minutes
- b. Resolution - Request of James Hendrickson and Shawn Layton to designate the property at 1310 Devon Road to the Winter Park Register of Historic Places. 5 minutes
- c. Resolution - Request of Ernesto Brovelli and Celeste Wojtalewicz to designate their property at 1800 Forrest Road built in 1949 to the Winter Park Register of Historic Places. 5 minutes
- d. Request of the City of Winter Park for: 10 minutes
- An Ordinance to establish a Commercial Future Land Use on the seven lots annexed on Kentucky Avenue (1st Reading).
 - An Ordinance to establish Commercial (C-3) Zoning on the seven lots annexed on Kentucky Avenue (1st Reading).
- e. Request of Lazarus Development Group, LLC for: (Tabled from January 27, 2021) 20 minutes
- Site plan approval, pursuant to the Commission condition tied to the Lake Killarney Shores replat to construct a new, two-story, 4,204 square foot, single-family home located at 520 Country Club Drive on Lake Killarney, zoned R-2.
- f. Request of Despande Inc. to: 30 minutes
- Amend the Condition of Approval made by the City Commission pertaining to the Lake Killarney Shores Subdivision Plat Related to the permitted sizes of boathouses/docks for the lakefront lots located at 520; 522; 530; 540; 550; 560; 570; 616; 622 and 630 Country Club Drive.
- g. Request of McLaren Orlando LLC for: (Tabled from January 13, 2021) 45 minutes
- An Ordinance to amend the Commercial (C-3) Zoning Code Text to establish a new Conditional Use for "Vehicle Sales Showroom" and new Definitions for "Car Sales Business, Vehicle Dealership, Vehicle Sales Business" as well as a

Conditional Use approval for such "Vehicle Sales Showroom" at the former Orchard Supply property at 1111 S. Orlando Avenue. (1st Reading)

- h. [Electric Vehicle Readiness Ordinances](#) 20 minutes
 - Ordinance amending Chapter 58, Land Development Code, to add regulations for electric vehicle infrastructure in multi-family and non-residential parking lots and parking garages. (1st Reading)
 - Ordinance amending Chapter 22, Building Code, to incorporate technical amendments to the Florida Building Code requiring electric vehicle charging provisions to the Winter Park Building Code (1st Reading)
- i. [Ordinance - Vacating utility easement to establish additional Palm Cemetery spaces - Tantum Avenue \(2nd Reading\)](#) 5 minutes

12. City Commission Reports

13. Summary of Meeting Actions

appeals and assistance

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

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



City Commission **agenda item**

item type Invocation	meeting date February 24, 2021
prepared by Kim Breland	approved by
board approval	
strategic objective	

subject

Rabbi Tzviky Dubov - Chabad of Greater Orlando

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager's Report	meeting date February 24, 2021
prepared by Jennifer Guittard	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

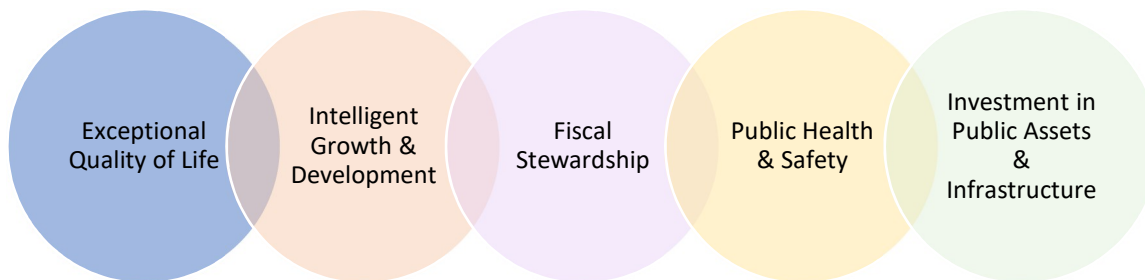
[90Day Report 2.24.21.pdf](#)



90-Day Report

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

City of Winter Park Strategic Objectives



Upcoming Commission Items

Title 1: Exceptional Quality of Life

Item	Description	Item Department	Item Date
MLK Park Plan	City has contracted professional services through Dix-Hite to conduct review of MLK master plan, assessment of neighborhood connectivity with MLK Park and Library/Event Center, and provide suitable options for replacement of Shady Park spray feature. Meetings are underway with Dix-Hite to determine concepts and cost. CRA has ability to address some improvements at this site with potential funding as part of the CRA CIP.	Parks	Mar

Item	Description	Item Department	Item Date
Tree Preservation Ordinance	Tree Preservation Board is continuing to work on revisions to the Tree Preservation Ordinance. Due to lack of quorum for both a work session and regular meeting in January completion has been delayed. Review and approval by Tree Preservation board is projected for February with goal of bringing the revised ordinance to Planning and Zoning in March. After staff addresses comments from advisory boards revised ordinance will be presented to Commission.	Parks	Apr

Title 2: Intelligent Growth & Development

Item	Description	Item Department	Item Date
Planning Public Hearings	Future Land Use/Zoning Amendment, and Conditional Use request for the Skycraft property on Fairbanks Avenue and annexation of properties to the North. Establish a commercial future land use and C-3 zoning on the annexed properties at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue and to indicate the annexation on the other maps within the comprehensive plan.	Planning & Transportation	Feb
Planning Public Hearings	Conditional use approval to allow for the development of ten two-story townhouses on the 1.28 acres at 1915 S. Lakemont Avenue, zones R-2.	Planning & Transportation	Mar
Progress Pointe Redevelopment	Presenting the contracted redevelopment plan to commission.	Planning & Transportation	Mar
Turf Ordinance	Ordinance to adopt regulations for the consideration of artificial turf installations on residential lots. A P&Z work session was held Jan 26th, to be heard at their meeting scheduled for March, thereafter to the City Commission.	Public Works	Mar

Title 3: Investment in Public Assets & Infrastructure

Item	Description	Item Department	Item Date
Wastewater Interlocal Capital Contribution Payment	Finalize approval with the City of Orlando for wastewater plant upgrades.	Water & Sewer	Mar
Wastewater Interlocal Contract	Renewal of Conserv II sewer treatment contract with Orlando.	Water & Sewer	Mar

Additional Items of City Interest

Title 4: Exceptional Quality of Life

Item	Description	Item Department
Library & Events Center	The Library/Events Center construction continues on schedule and on budget. The concrete precast skin and window glazing is complete on the Library and the building is considered "dried in" as the roof membrane is also complete. On the inside, the system rough-ins are nearing completion and installation of drywall is underway where rough-in is complete. The roof top HVAC systems have been mounted and are currently being connected. On the events center, concrete precast installation and window glazing is complete. Interior framing and system rough-ins are underway. The porte cochere steel framing and precast installation are nearly complete at the Events Center. The outdoor amphitheater stage structural slab has been poured and the pond reshaping is complete.	Public Works
Public Art for I-4	Design selection company, RLF, is currently negotiating contract with the city and finalizing construction costs to bring the project in at the \$150k budget. This public art project, paid for by FDOT, is planned to be installed at the NE corner of W. Fairbanks and I-4, by June 30, 2021. The installation date was extended by four months due to COVID-19.	Administration

Title 5: Intelligent Growth & Development

Item	Description	Item Department
Sustainability Plan	The KWPB&S Board will review the current Sustainability Action and refresh it with updated goals in the shorter term (2025) and longer term (2050). These proposed updates will be presented to related City Boards for feedback and support.	Sustainability & Planning

Title 6: Investment in Public Assets & Infrastructure

Item	Description	Item Department
Electric Undergrounding	Miles of Undergrounding performed Project G: 4.1 miles 88% complete Project I: 6.9 miles 67% complete Project W: 0.26 miles 85% complete TOTAL so far for FY 2021: 2.0 miles	Electric
Lakes Health Analysis	The Natural Resources Division of Parks along with Public Works, has prepared a presentation detailing historic and existing lake water quality along with previously implemented improvement projects and proposed future projects for information and discussion. This item will be presented to the Lakes Advisory Board then Commission.	Parks

Upcoming Advisory Board Meetings

This report provides a summary of upcoming board meetings currently scheduled on the calendar for the next month. The full calendar is accessible on the City's website at: <https://cityofwinterpark.org/government/board-public-meetings/>

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
Civil Service Board	3/2/21	4 p.m.
Economic Development Advisory Board	3/9/21	8:15 a.m.
Lakes and Waterways Advisory Board	3/9/21	Noon
Historic Preservation Board	3/10/21	9 a.m.
Transportation Advisory Board	3/15/21	4 p.m.
Keep Winter Park Beautiful and Sustainable Advisory Board	3/16/21	11:45 a.m.
Board of Adjustments	3/16/21	5 p.m.
Parks & Recreation Advisory Board	3/17/21	5:30 p.m.
Utilities Advisory Board	3/23/21	Noon
Tree Preservation Board	3/23/21	5 p.m.
Community Redevelopment Advisory Board	3/25/21	Noon

Note: This calendar does not include work sessions.

Filename: 90Day Report Template
Directory: C:\Users\jkissel\Documents
Template: C:\Users\jkissel\AppData\Roaming\Microsoft\Templates\Normal.dotm
Title:
Subject:
Author: Jennifer Kissel Guittard
Keywords:
Comments:
Creation Date: 2/26/2020 2:17:00 PM
Change Number: 113
Last Saved On: 2/18/2021 11:34:00 AM
Last Saved By: Jennifer Kissel Guittard
Total Editing Time: 2,353 Minutes
Last Printed On: 2/18/2021 11:35:00 AM
As of Last Complete Printing
 Number of Pages: 5
 Number of Words: 960 (approx.)
 Number of Characters: 5,477 (approx.)



City Commission **agenda item**

item type	City Manager's Report	meeting date	February 24, 2021
prepared by	Jennifer Guittard	approved by	
board approval			
strategic objective			

subject

CIP Report

motion / recommendation

background

alternatives / other considerations

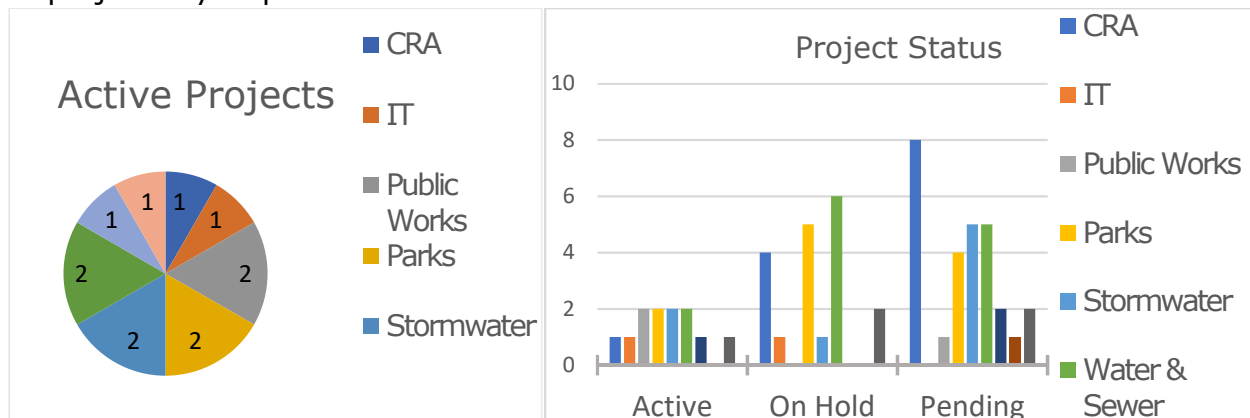
fiscal impact

ATTACHMENTS:

[CIP Report 2.10.21.pdf](#)



This report is updated monthly to monitor active capital projects occurring throughout the city and to provide information about recently completed projects. These are aligned with the city's strategic objectives and covers any project where implementation is currently underway. The below chart and graph show the count of projects by Department.



Note: Charts show the count of Capital Projects. Active projects have begun construction. On Hold projects have stopped work for further review, planning, and approval. Pending projects are still in the planning, purchasing, and approval process.

Active Projects with Tasks

Title 1: Exceptional Quality of Life Objective

Project	Project Tasks	Division
Library	The Library/Events Center construction continues on schedule and on budget. The concrete precast skin and window glazing is complete on the Library and the building is considered "dried in" as the roof membrane is also complete. On the inside, the system rough-ins are nearing completion and installation of drywall is underway where rough-in is complete. The roof top HVAC systems have been mounted and are currently being connected. On the events center, concrete precast installation and window glazing is complete. Interior framing and system rough-ins are underway. The porte cochere steel framing and precast installation are nearly complete at the Events Center. The outdoor amphitheater stage structural slab has been poured and the pond reshaping is complete.	Public Works
Winter Park Sports Complex	Continuing restoration of the area of Ward Park between baseball fields and the Center for Health and Wellbeing. Labyrinth has been	Parks

As of 2/10/21, pg1

Project	Project Tasks	Division
	installed and is able for use, however landscaping around the area is still pending. Playground equipment from same grant from WPHF was received in early November and site prep has been completed with installation set for week of February 22nd. Court resurfacing of Cady Way Tennis Courts and pickle ball conversion scheduled for later this month (February).	
Park Surface and Feature Restorations	Design and equipment selection of Phelps playground. Public input concluded on August 28th and selected design was approved by PRAB 7-0 at September meeting. Purchase approved by Commission in October. Demo of old structures set for February 15th with installation of new equipment, landscaping, and site amenities completed by April 1st.	Parks
Bicycle & Pedestrian Improvement	Construction of sidewalk on Dundee is 90% completed. The City met with the residents and received feedback on the initial design. City staff developed the final design with some of the feedback from the residents, the final design will be distributed to the residents shortly, and the pre-construction meeting will be scheduled soon. Camelia Avenue sidewalk project will commence after Garden Drive.	Transportation

Title 2: Fiscal Stewardship Objective

Project	Project Tasks	Division
ERP Software Project	Currently implementing software modules for parking tickets, Code Enforcement, and Utility Billing.	IT

Title 3: Investment in Public Assets & Infrastructure

Project	Project Tasks	Division
Electric Undergrounding Project	Miles of Undergrounding performed Project G: 4.1 miles 88% complete Project I: 6.9 miles 67% complete Project W: 0.26 miles 85% complete TOTAL so far for FY 2021: 2.0 miles	Electric
Facility Capital Improvements	Building 10 HVAC equipment installation has begun and expected to be completed by 2/18. Floor cleaning for Public Safety and Building 10 is in progress and expected to be completed in two weeks. The roof has been replaced on the Shelter in Central Park. Kraft Azalea dock is currently being repaired and should be completed in 2 weeks.	Public Works

Project	Project Tasks	Division
Stormwater Rehab	Projects being scheduled for construction are: the weir on Beachview, Canton at Knowles drainage, fleet wash down area, lake maintenance access ramp to Lake Osceola, ponds construction at Ward Park, curbing on Pinetree, Greentree drive drainage, Sherbrooke Road drainage, pipe replacement on Wing Lane. Storm pipe replacements at Ward Park are complete.	Stormwater
Upgrade Water Mains	Park North complete. Currently working on Lake Killarney Shores subdivision upgrades. Lake Knowles Terrace, Flora Park, Winter Park Heights and Conwell Estates subdivision planned for water main upgrades to start work in the next couple of months.	Water & Sewer
Winter Park Rd SW Pond	Land purchase complete. Design complete. Land to be cleared by end of Feb.	Stormwater

Major Non-City ROW Work

TECO Gas

The utility will be working in Winter Park to locate, repair, and replace gas mains along Palmer Ave. and side streets in a multi phased improvement project. They are currently on phase 4 of 4. We receive planned updates as they submit permitting. Estimated completion summer 2021.

Recently Completed Projects

Parks & Recreation

The Parks & Recreation department completed the Champion Circle mini park restoration as part of the Exceptional Quality of Life strategic Objective. This project put capital improvements towards citizens enjoyment providing ample parks and recreation experience.

Electric Utility

The Electric department completed the Fairbanks undergrounding project as part of the City-wide undergrounding project in the Investment in Public Assets and Infrastructures. This project removed Duke energy power polls to lay our own city provided electric network. Remaining work to be completed include sidewalks and landscaping.





City Commission **agenda item**

item type Non-Action Items	meeting date February 24, 2021
prepared by Wes Hamil	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal responsibility	

subject

Financial report for the fiscal year ended September 30, 2020

motion / recommendation

No action required

background

The attached report provides a summary of the City's finances through September 30, 2020.

alternatives / other considerations

None

fiscal impact

None

ATTACHMENTS:

[09_20 Commission Statements.pdf](#)

Financial Report

For the Month of September (100% of fiscal year lapsed) Fiscal Year 2020

This is a preliminary look at how the City finished the fiscal year ended September 30, 2020. The City's auditors, MSL, will be auditing the complete financial report over the coming weeks and staff anticipates delivering this report to the City Commission by the end of March.

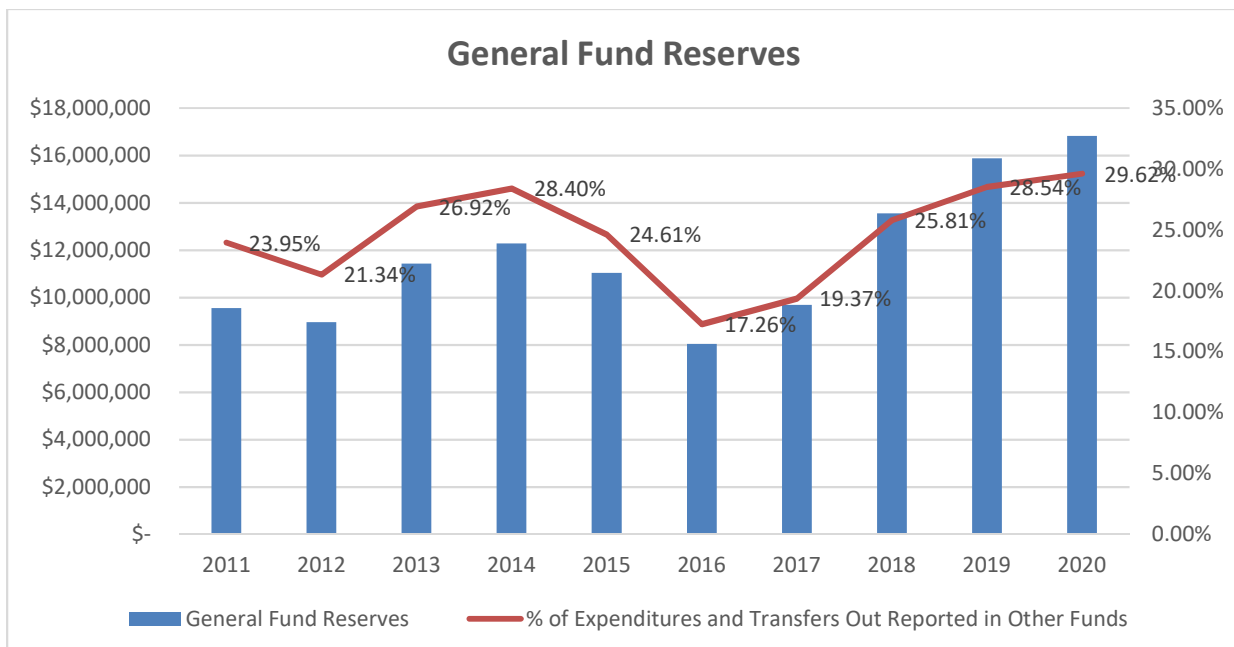
General Fund

As expected, the COVID-19 pandemic had a significant impact on the City's finances. Here are the most significant impacts to revenue sources:

	FY 2019 Revenues	FY 2020 Revenues	Difference
Local option gas tax	\$1,024,205	\$892,060	(\$132,145)
State revenue sharing	\$1,498,053	\$1,414,845	(\$83,208)
½ cent sales tax	\$5,023,794	\$3,937,816	(\$1,085,978)
Facility rentals	\$952,898	\$648,288	(\$304,610)

Adjustments were made to the budget to reduce spending resulting in a fiscal year with expenditures just \$302,622 above revenues. The sale of the 2600 Lee Road property for \$885,570 greatly helped.

The City's General Fund Reserves balance at 09/30/20 was \$16,816,295, which was 29.62% of expenditures and transfers out for recurring costs reported in other funds.



The City received \$1,376,043 in CARES Act and other grant reimbursements for purchasing supplies, accommodating virtual meetings and employees working remotely, overtime, and legal costs, etc. \$1,108,256 of these reimbursements were reported in a separate special revenue fund set up to account for COVID-19 costs. The remaining \$267,787 was reported in the General Fund to offset the overtime and legal costs.

Community Redevelopment Agency Fund

Taxable values in the CRA increased by 15.21% over the prior year resulting in the same percentage increase in tax increment payment from the City (reflected as an operating transfer in) and a payment from the County that is 11.2% higher than the prior year (intergovernmental revenues).

The CRA provided a total of \$2,132,775 in support for construction of the Winter Park Library/Events Center in FY 2020.

Water and Sewer Fund

Water and sewer sales in terms of thousands of gallons were in total, 111,890 thousands of gallons greater than forecast.

Total operating revenues were \$778,888 greater than budget and operating expenses had a favorable budgetary variance of \$698,464.

The bottom line reflects a positive \$394,527 and debt service coverage of 2.44 for the fiscal year, well above the minimum ratio of 1.25.

Electric Services Fund

Total kWh sales for FY 2020 were 422,834,590. Just 0.67% greater than the 420,000,000 forecast.

The advantage of the bulk power contracts with FMPA and OUC that began January 1, 2020 is evident in the Wholesale Power Cost/kWh. The trend for the past five years has been:

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Cost/kWh	\$0.0578	\$0.0627	\$0.0632	\$0.0591	\$0.0432

Fuel cost revenues in comparison to expenses were virtually break even with an over recovery of \$5,007 for the fiscal year. This leaves us with an ending balance of \$1,320,208 in comparison to our December 31 target of \$1,200,000. Our actual balance at December 31, 2020 was \$1,189,502. At its November 11 meeting, the Commission requested fuel rate relief be given to customers over the course of 2021. With that in

mind, rates were set January 1, 2021 with a target balance of \$745,000 at December 31, 2021. Although we have a lower target, fuel cost recovery rates are 15.21% higher due to projected increases in fuel costs. Staff will continue to monitor fuel costs recovery and adjust rates as necessary to achieve the desired reduction in fuel balance.

Undergrounding the power lines on Fairbanks Avenue from I-4 to 17-92 was substantially completed in FY 2020. This project was in Duke Energy's service territory and was funded by Florida Department of Transportation (FDOT) and City of Winter Park. The City's net investment in this \$15,450,000 project was \$1,168,166. A separate lighting project in the same area will be completed in FY 2021.

One of the consistent criticisms of the Electric Fund's financial position by credit rating agencies has been its lack of cash. This has resulted from the City's conscious decision to invest heavily in undergrounding the power lines at the expense of building a cash reserve. Favorable bulk power contracts as discussed above have allowed the City to make significant progress in this area in FY 2020 improving the balance by \$2,363,237. The table below outlines the most significant changes during this past fiscal year in unrestricted cash:

Cash balance at 09/30/2019	(\$4,187,304)
Net change in working capital	4,071,131
Increase in accounts receivable	(655,823)
Decrease in accounts payable	(833,845)
FY 2020 payment to Duke Energy for new service territory in Ravaudage*	(462,739)
Other factors	244,513
Cash balance at 09/30/2020	(1,824,067)

*The City's territorial service agreement with Duke Energy for Ravaudage requires the City to remit 2.5 times the electric revenues for the first twelve months of each new customer in the development as compensation for the City acquiring this area as electric service territory. Total payments to date under this agreement are \$1,209,565.80.

The City received \$1,833,871 from the FDOT in October 2020 which will give the Electric Fund a positive cash balance.

Net revenues of the system were 3.38 times debt service requirements, which is one of the highest debt service coverage ratios the electric utility has had since its acquisition by the City in 2005.

Investment Report

This three page report summarizes the City's cash and investment holdings as of September 30, 2020. The overall portfolio has a blended rate of return of 1.30% and the average maturity of the long-term investment securities held was 3.49 years. All investment holdings were within the parameters of the City's current Investment Policy as of September 30, 2020 with the exception of the total invested in federal instrumentalities. The City's policy limit is 80% and the total at September 30 was 80.02%. This is being corrected as the City reinvests securities that mature or are called.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
For the Months Ended September 30, 2020 and 2019
100% of the Fiscal Year Lapsed
Unaudited - Not Final

	Fiscal YTD September 30, 2020						Fiscal YTD September 30, 2019					
	Actual		Budget				Actual		Budget			
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual		
Revenues:												
Property Tax	\$ 24,313,515	99%	\$ 24,461,639	\$ 24,461,639	\$ 24,461,637	\$ (148,122)	\$ 22,531,340	\$ 22,624,661	\$ 22,624,663	\$ (93,323)		
Local Option Gas Tax	892,060	99%	1,027,968	901,468	901,468	(9,408)	1,024,205	1,026,079	1,026,079	(1,874)		
Utility Tax	4,926,605	100%	4,650,374	4,904,474	4,904,474	22,131	4,889,591	4,851,313	4,851,313	38,278		
Communication Services Tax	1,739,060	98%	1,794,314	1,777,014	1,777,014	(37,954)	1,720,612	2,021,607	2,021,607	(300,995)		
Local Business Tax	463,534	98%	473,000	473,000	473,000	(9,466)	462,600	482,000	482,000	(19,400)		
Building Permits	2,482,739	105%	2,653,650	2,357,350	2,357,350	125,389	3,324,212	2,546,000	2,546,000	778,212		
Franchise Fees	862,172	103%	850,956	838,356	838,356	23,816	935,492	815,787	815,787	119,705		
Other Licenses & Permits	176,949	105%	202,000	169,000	169,000	7,949	177,107	129,500	129,500	47,607		
Intergovernmental	6,415,093	101%	7,502,888	6,376,560	6,376,560	38,533	7,333,225	6,761,087	6,761,087	572,138		
Charges for Services	8,728,059	103%	9,343,810	8,508,410	8,508,410	219,649	9,597,656	9,015,710	9,015,710	581,946		
Fines and Forfeitures	1,047,502	102%	1,414,449	1,023,949	1,023,949	23,553	1,397,330	1,208,659	1,208,659	188,671		
Miscellaneous	1,122,297	162%	665,700	692,000	692,000	430,297	1,512,699	536,839	536,839	975,860		
Fund Balance	-	-	342,500	933,068	933,068	(933,068)	-	694,179	694,179	(694,179)		
Total Revenues	53,169,585	100%	55,383,248	53,416,288	53,416,286	(246,701)	54,906,070	52,713,421	52,713,423	2,192,647		
Expenditures:												
City Commission	32,263	121%	30,188	26,688	26,688	(5,575)	33,168	29,776	29,776	(3,392)		
Lobbyists	102,000	100%	102,000	102,000	102,000	-	102,315	102,000	102,000	(315)		
Legal Services - City Attorney	516,427	89%	350,000	578,585	578,585	62,158	395,157	340,000	340,000	(55,157)		
Legal Services - Other	35,776	55%	65,000	65,000	65,000	29,224	23,165	75,000	75,000	51,836		
City Management	660,891	99%	673,470	665,470	665,470	4,579	652,717	657,347	657,347	4,630		
Budget and Performance Measurement	302,974	0%	311,590	301,868	301,868	(1,106)	190,573	183,466	183,466	(7,107)		
City Clerk	191,411	116%	191,323	164,323	164,323	(27,088)	227,337	189,720	189,720	(37,617)		
Information Technology Services	1,898,792	95%	1,968,025	1,999,283	1,999,283	100,491	1,728,860	1,824,233	1,824,233	95,373		
Finance	1,000,613	102%	993,998	985,420	985,420	(15,193)	947,350	962,439	962,439	15,089		
Communications Dept.	713,972	85%	917,635	840,439	840,439	126,467	781,690	827,902	827,902	46,212		
Human Resources	492,063	97%	500,295	509,095	509,095	17,032	398,402	430,587	430,587	32,185		
Purchasing	336,572	98%	355,347	342,214	342,214	5,642	328,349	329,910	329,910	1,561		
Planning & Community Development	920,549	107%	764,625	859,837	859,837	(60,712)	865,807	917,098	917,098	51,291		
Building	2,358,264	102%	2,169,671	2,318,672	2,318,672	(39,592)	2,023,915	2,120,001	2,120,001	96,086		
Public Works	9,511,527	97%	10,103,297	9,790,687	9,790,687	279,160	10,237,247	10,058,543	10,058,543	(178,704)		
Police	14,812,171	99%	15,541,958	14,947,742	14,947,742	135,571	14,504,778	14,746,894	14,746,894	242,116		
Fire	13,142,497	98%	13,428,666	13,394,836	13,394,836	252,339	12,785,748	12,984,254	12,984,254	198,506		
Parks & Recreation	8,713,246	106%	8,634,443	8,237,562	8,237,562	(475,684)	8,804,520	8,586,464	8,586,464	(218,056)		
Organizational Support	1,717,339	104%	1,657,004	1,657,004	1,657,004	(60,335)	1,556,772	1,554,373	1,554,373	(2,399)		
Non-Departmental	-	-	685,150	(260,000)	(260,000)	(260,000)	-	460,450	460,450	460,450		
Total Expenditures	57,459,348	100%	59,443,685	57,526,725	57,526,725	67,377	56,587,868	57,380,456	57,380,457	792,589		
Revenues Over/(Under) Expenditures	(4,289,763)	104%	(4,060,437)	(4,110,437)	(4,110,439)	(179,324)	(1,681,798)	(4,667,035)	(4,667,034)	2,985,236		
Operating transfers in	9,304,088	98%	9,467,993	9,467,993	9,467,993	(163,905)	9,512,805	9,581,420	9,581,420	(68,615)		
Operating transfers out	(5,316,947)	99%	(5,407,556)	(5,357,556)	(5,357,555)	40,608	(5,344,129)	(4,914,385)	(4,914,385)	(429,744)		
Other Financing Sources/(Uses)	3,987,141	97%	4,060,437	4,110,437	4,110,438	(123,297)	4,168,676	4,667,035	4,667,035	(498,359)		
Total Revenues Over Expenditures	\$ (302,622)		\$ -	\$ -	\$ (1)	\$ (302,621)	\$ 2,486,878	\$ (0)	\$ 1	\$ 2,486,877		

* As adjusted through September 30, 2020

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
For the Months Ended September 30, 2020 and 2019
100% of the Fiscal Year Lapsed
Unaudited - Not Final

	Fiscal YTD September 30, 2020						Fiscal YTD September 30, 2019			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Intergovernmental	\$ 2,716,156	99%	\$ 2,753,423	\$ 2,753,423	\$ 2,753,423	\$ (37,267)	\$ 2,442,412	2,462,513	\$ 2,462,513	\$ (20,101)
Charges for services	-	0%	-	-	-	-	1,938	-	-	1,938
Miscellaneous	247,688	248%	100,000	100,000	100,000	147,688	353,015	65,000	65,000	288,015
Fund Balance	-	0%	3,888,324	6,407,262	6,407,262	(6,407,262)	-	3,402,708	3,402,708	(3,402,708)
Total Revenues	2,963,844	32%	6,741,747	9,260,685	9,260,685	(6,296,841)	2,797,364	5,930,221	5,930,221	(3,132,857)
Expenditures:										
Planning and Development	1,312,474	31%	4,051,410	4,261,151	4,261,151	2,948,676	1,266,823	1,875,623	1,875,623	608,800
Capital Projects	291,977	0%	2,935,678	4,112,100	4,112,100	3,820,124	784,317	3,731,944	3,731,944	2,947,627
Debt service	1,499,412	100%	1,499,412	1,499,412	1,499,412	0	1,496,263	1,483,491	1,483,491	(12,772)
Total Expenditures	3,103,863	31%	8,486,500	9,872,663	9,872,663	6,768,800	3,547,404	7,091,058	7,091,058	3,543,654
Revenues Over/(Under) Expenditures	(140,019)	23%	(1,744,753)	(611,978)	(611,978)	471,959	(750,040)	(1,160,837)	(1,160,837)	410,797
Operating transfers in	2,798,189	99%	2,838,798	2,838,798	2,838,798	(40,609)	2,428,801	2,455,299	2,455,299	(26,498)
Operating transfers out	(2,226,820)	100%	(1,094,045)	(2,226,820)	(2,226,820)	(0)	(67,955)	(67,955)	(67,955)	(0)
Other Financing Sources/(Uses)	571,369	0%	1,744,753	611,978	611,978	(40,609)	2,360,846	2,387,344	2,387,344	(26,498)
Total Revenues Over/(Under) Expenditures	\$ 431,350		\$ -	\$ -	\$ -	\$ 431,350	\$ 1,610,806	1,226,507	\$ 1,226,507	\$ 384,299

* As adjusted through September 30, 2020

WINTER PARK WATER AND WASTEWATER METRICS
September 30, 2020
Unaudited - Not Final

	FY 2020 YTD				FY 2019 YTD	
	FY 2020 YTD	FY 2020 Annualized	FY 2020 Budget	Variance from Budget	FY 2019 YTD	FY 2019 in Total
Operating Performance:						
Water and Irrigation Sales (thousands of gallons)						
Sewer - inside city limits	1,042,266	1,042,266	1,015,000	27,266	1,011,909	1,011,909
Sewer - outside city limits	864,206	864,206	890,000	(25,794)	875,441	875,441
Water - inside city limits	1,648,234	1,648,234	1,500,000	148,234	1,570,520	1,570,520
Irrigation - Inside City	600,301	600,301	585,000	15,301	597,526	597,526
Water - outside city limits	1,183,691	1,183,691	1,235,000	(51,309)	1,191,314	1,191,314
Irrigation - Outside City	113,192	113,192	115,000	(1,808)	113,481	113,481
Total	5,451,890	5,451,890	5,340,000	111,890	5,360,191	5,360,191
Operating revenues:						
Sewer - inside city limits	\$ 6,870,798	\$ 6,870,798	\$ 6,853,863	\$ 16,935	6,578,659	6,578,659
Sewer - outside city limits	7,225,392	7,225,392	7,187,087	38,305	6,904,201	6,904,201
Water - inside city limits	9,977,058	9,977,058	9,416,085	560,973	9,311,730	9,311,730
Water - outside city limits	5,959,849	5,959,849	5,860,424	99,425	5,715,448	5,715,448
Other operating revenues	1,773,249	1,773,249	1,710,000	63,249	1,774,573	1,774,573
Total operating revenues	31,806,347	31,806,347	31,027,459	778,888	30,284,611	30,284,611
Operating expenses:						
General and administration	2,081,314	2,081,314	2,239,593	158,279	1,935,137	1,935,137
Operations	12,567,762	12,567,762	12,956,690	388,928	12,859,869	12,859,869
Labor costs capitalized	361,735	361,735	400,000	38,265	415,000	415,000
Wastewater treatment by other agencies	5,316,122	5,316,122	5,429,114	112,992	5,114,188	5,114,188
Total operating expenses	20,326,933	20,326,933	21,025,397	698,464	20,324,194	20,324,194

WINTER PARK WATER AND WASTEWATER METRICS

September 30, 2020

Unaudited - Not Final

	FY 2020 YTD				FY 2019 YTD	
	FY 2020 YTD	FY 2020 Annualized	FY 2020 Budget	Variance from Budget	FY 2019 YTD	FY 2019 in Total
Net Operating income	11,479,414	11,479,414	10,002,062	1,477,351	9,960,418	9,960,418
Other sources (uses):						
Investment earnings	222,203	222,203	58,154	164,049	446,431	446,431
Miscellaneous revenue	22,698	22,698	12,000	10,698	19,899	19,899
Transfer to Renewal and Replacement Fund	(1,630,789)	(1,630,789)	(1,630,789)	0	(2,096,335)	(2,096,335)
Transfer to General Fund	(2,546,941)	(2,546,941)	(2,546,941)	0	(2,446,548)	(2,446,548)
Transfer for Organizational Support	(77,650)	(77,650)	(77,650)	0	(77,354)	(77,354)
Transfer to Capital Projects Fund	(207,500)	(207,500)	(207,500)	(0)	(351,538)	(351,538)
Transfer to Electric Fund	(181,995)	(181,995)	(181,995)	-	(188,431)	(188,431)
Other Capital Spending	(1,838,422)	(1,838,422)	(6,068,938)	4,230,516	(169,358)	(169,358)
Debt service sinking fund deposits	(4,846,491)	(4,846,491)	(4,849,490)	2,999	(5,176,360)	(5,176,360)
Total other sources (uses)	(11,084,887)	(11,084,887)	(15,493,149)	4,408,262	(10,039,594)	(10,039,594)
Net increase (decrease) in funds	\$ 394,527	\$ 394,527	\$ (5,491,087)	\$ 5,885,614	(79,177)	(79,177)
Debt service coverage		2.44				1.80

WINTER PARK ELECTRIC UTILITY METRICS

September 30, 2020

Unaudited - Not Final

	FY'20	FY'20	FY'20	Variance			
	<u>YTD</u>	<u>Annualized</u>	<u>Budget</u>	<u>from</u>	<u>FY'19</u>	<u>FY'18</u>	<u>FY'17</u>
				<u>Budget</u>			
<u>Technical Performance</u>							
Net Sales (kWh)	422,834,590	422,834,590	420,000,000	2,834,590	425,487,483	414,329,035	424,821,271
Average Revenue/kWh	0.1019	0.1019			0.1098		0.1043
Wholesale Power Purchased (kWh)	437,181,072	437,181,072	442,105,263	(4,924,191)	439,804,052	434,246,377	429,845,391
Wholesale Power Cost/kWh	(0.0432)	(0.0432)			(0.0591)	(0.0632)	(0.0627)
Gross margin	0.0587	0.0587			0.0507		0.0415
Sold vs. Purchased kWh Ratio	96.72%	96.72%	95.00%		96.74%	95.41%	98.83%
<u>Revenues and Expenses Directly Related to Sales of Electricity:</u>							
Electric Sales:							
Customer charges - residential	2,462,962	2,462,962	2,482,314	(19,351)	2,232,225		
Customer charges - commercial and public authority	543,319	543,319	548,363	(5,045)	499,223		
Demand charges	2,866,683	2,866,683	2,916,488	(49,805)	2,694,021		
Street Lighting	377,120	377,120	383,100	(5,980)	380,733		
Non-Fuel kWh charges	27,749,383	27,749,383	27,342,334	407,049	28,308,084	33,381,040	30,628,559
Fuel	9,091,571	9,091,571	12,156,576	(3,065,005)	12,623,109	13,739,354	13,663,392
Purchased Power :							
Fuel	(9,057,266)	(9,057,266)	(12,156,576)	3,099,310	(12,616,487)	(13,739,354)	(12,619,342)
Non-Fuel	(6,708,454)	(6,708,454)	(7,539,787)	831,333	(9,916,779)	(10,180,683)	(10,778,312)
Transmission Power Cost	(3,139,275)	(3,139,275)	(3,357,884)	218,609	(3,468,020)	(3,510,746)	(3,558,875)
Net Revenue from Sales of Electricity	24,186,043	24,186,043	22,774,927	1,411,116	20,736,109	19,689,611	17,335,422
<u>Other Operating Income (Expenses):</u>							
Other Operating Revenues	255,681	255,681	346,900	(91,219)	319,801	350,997	276,212
General and Administrative Expenses	(2,100,245)	(2,100,245)	(1,878,203)	(222,042)	(2,011,213)	(1,804,767)	(1,705,609)
Operating Expenses	(5,421,884)	(5,421,884)	(5,946,691)	524,807	(5,721,815)	(5,616,455)	(7,170,834)
Total Other Operating Income (Expenses)	(7,266,447)	(7,266,447)	(7,477,994)	211,547	(7,413,227)	(7,070,224)	(8,600,231)
 Net Operating Income	 16,919,595	 16,919,595	 15,296,933	 1,622,663	 13,322,883	 12,619,387	 8,735,191

WINTER PARK ELECTRIC UTILITY METRICS

September 30, 2020

Unaudited - Not Final

	<u>FY'20</u>	<u>FY'20</u>	<u>FY'20</u>	<u>Variance</u>			
	<u>YTD</u>	<u>Annualized</u>	<u>Budget</u>	<u>from</u>	<u>FY'19</u>	<u>FY'18</u>	<u>FY'17</u>
				<u>Budget</u>			
Nonoperating Revenues (Expenses):							
Investment Earnings	(35,720)	(35,720)	(25,000)	(10,720)	(386,874)	(34,021)	(35,398)
Principal on Debt	(2,915,000)	(2,915,000)	(2,915,000)	-	(2,670,000)	(2,530,000)	(2,450,000)
Interest on Debt	(1,854,026)	(1,854,026)	(1,876,526)	22,500	(2,218,854)	(2,913,548)	(2,995,826)
Miscellaneous Revenue	36,910	36,910	-	36,910	22,635	83,427	21,910
Proceeds from Sale of Assets	55,398	55,398	25,000	30,398	25,886	32,599	18,592
Contributions in Aid of Construction (CIAC)	264,227	264,227	500,000	(235,773)	479,648	789,480	498,577
Residential Underground Conversions	92,280	92,280	80,000	12,280	68,245	81,158	94,004
Capital (including the costs of improvements paid for by CIAC revenues)	(1,058,970)	(1,058,970)	(1,855,000)	796,030	(2,174,625)	(1,678,010)	(1,546,321)
Reimbursement of Hurricane Irma recovery costs	356,943	356,943	-	356,943			
Reimbursement of Fairbanks Distribution Line Costs	2,092,676	2,092,676	-	2,092,676	1,333,048		
Undergrounding Fairbanks Distribution Lines	(3,260,841)	(3,260,841)	(1,738,873)	(1,521,968)	(1,333,048)	(1,029)	-
Undergrounding of Power Lines	(4,171,735)	(4,171,735)	(4,425,000)	253,265	(3,851,032)	(4,429,125)	(3,303,800)
Total Nonoperating Revenues (Expenses)	(10,397,857)	(10,397,857)	(12,230,399)	1,832,542	(10,704,970)	(10,599,071)	(9,698,262)
Income Before Operating Transfers	6,521,738	6,521,738	3,066,534	3,455,204	2,617,913	2,020,317	(963,071)
Operating Transfers In/Out:							
Transfers from Water and Sewer Fund	181,995	181,995	181,995	-	188,431	146,561	1,151,088
Transfers to General Fund	(2,376,904)	(2,376,904)	(2,545,301)	168,397	(2,577,382)	(2,557,836)	(2,463,692)
Tranfers for organizational support	(123,198)	(123,198)	(123,198)	-	(126,258)	(120,705)	(118,947)
Tranfers to capital projects	(132,500)	(132,500)	(132,500)	-	(99,615)	(122,500)	(179,771)
Total Operating Transfers	(2,450,607)	(2,450,607)	(2,619,004)	168,397	(2,614,824)	(2,654,480)	(1,611,322)
Net Change in Working Capital	4,071,131	4,071,131	447,530	3,623,601	3,089	(634,164)	(2,574,393)
<u>Other Financial Parameters</u>							
Debt Service Coverage		3.38			2.59	2.53	1.67
Fixed Rate Bonds Outstanding	55,945,000				56,595,000	62,185,000	64,685,000
Auction Rate Bonds Outstanding	-				-	1,000,000	1,030,000
Total Bonds Outstanding	55,945,000				56,595,000	63,185,000	65,715,000
Principal Retired	2,915,000				2,670,000	2,530,000	2,450,000
Cash Balance	(1,824,067)				(4,187,304)	(2,377,803)	(324,693)
Current year change in cash balance	2,363,237						

WINTER PARK ELECTRIC UTILITY METRICS

September 30, 2020

Unaudited - Not Final

	FY'20	FY'20	FY'20	Variance			
	<u>YTD</u>	<u>Annualized</u>	<u>Budget</u>	<u>from</u>	<u>FY'19</u>	<u>FY'18</u>	<u>FY'17</u>
				<u>Budget</u>			
<u>Fuel Cost Stabilization Fund Balance:</u>							
Beginning Balance	1,315,201					1,998,073	2,127,701
Fuel Revenues	9,062,272					13,516,532	13,821,741
Fuel Expenses	(9,057,266)					(14,211,039)	(13,951,369)
Ending Balance	<u>1,320,208</u>					<u>1,303,566</u>	<u>1,998,073</u>
Current year change in fuel stabilization fund	5,007					(694,507)	(129,628)

Notes

Fiscal Years run from October to September; FY'20 is 10/1/19 to 9/30/20

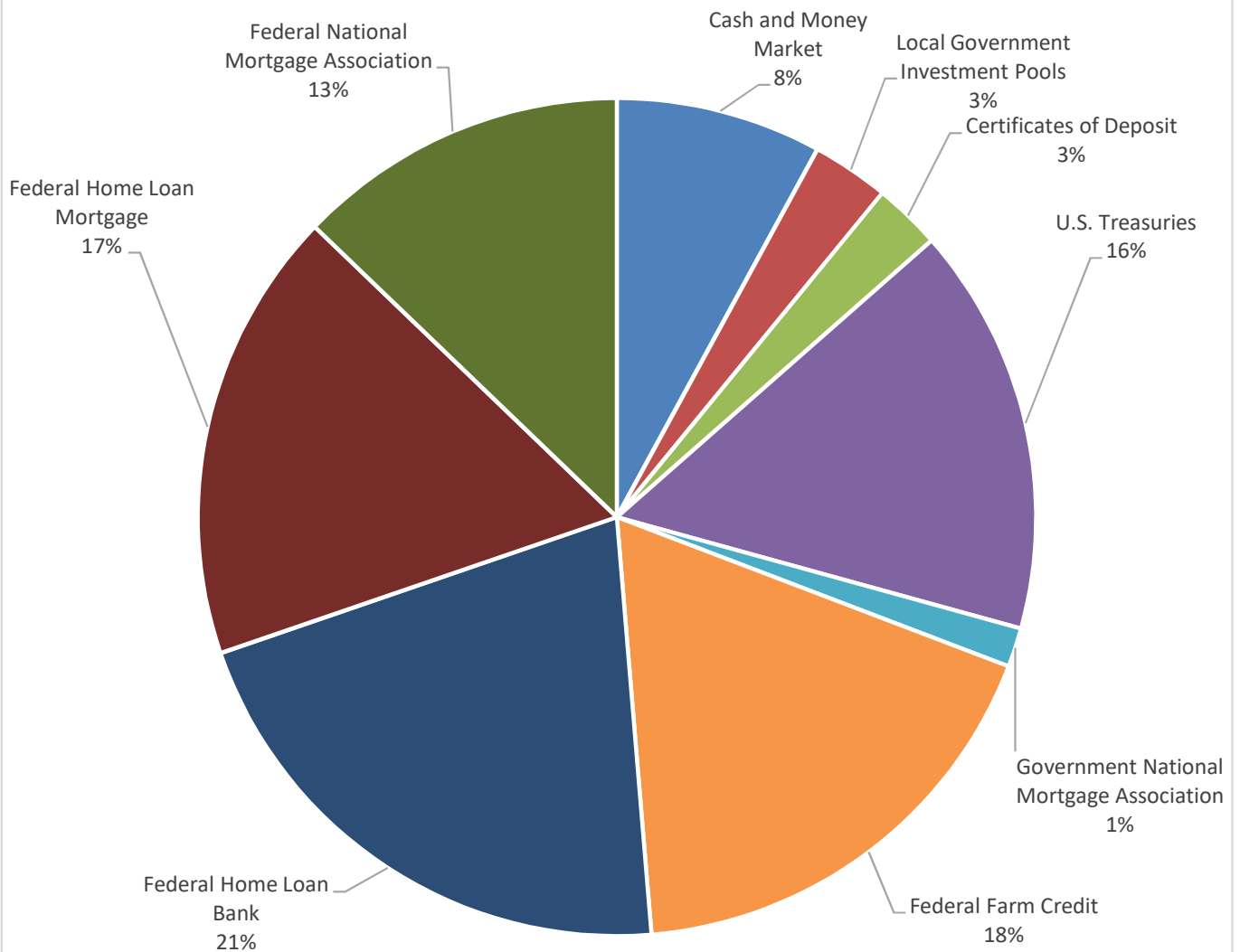
Cash and Investment Portfolio (excluding pension funds and bond proceeds)
30-Sep-20

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Cost	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
Short-term funds:												
Bank of America					0.19%	\$ 6,684,109	\$ 6,684,109					
SeacoastBank					0.35%	\$ 102,528	\$ 102,528					
FL Safe - Local Government Investment Pool					0.22%	\$ 2,600,277	\$ 2,600,277					
FL PALM - Local Government Investment Pool					0.29%	\$ 2,830	\$ 2,830					
American Municipal Securities Money Market Fund					0.01%	\$ 209,465	\$ 209,465					
State Board of Administration (SBA)					0.33%	\$ 20,462	\$ 20,462					
Certificate of Deposit - First Colony Bank					1.44%	\$ 1,034,069	\$ 1,034,069					
Certificate of Deposit - Seacoast Bank					2.22%	\$ 1,256,772	\$ 1,256,772					
Total short-term funds						\$ 11,910,512	\$ 11,910,512				13.52%	
Long-term investments:												
US Treasury Note Investments (backed by full faith and credit of the United States Government):												
US TREASURY NOTES	912828L99	09/22/16	\$ 364,000	100.103	1.38%	\$ 370,658	\$ 364,375	10/31/20	AAA			
US TREASURY NOTES	912828A42	01/09/18	\$ 2,000,000	100.309	2.00%	\$ 1,999,840	\$ 2,006,180	11/30/20	AAA			
US TREASURY NOTES	9128283Q1	01/10/18	\$ 3,500,000	100.531	2.00%	\$ 3,492,135	\$ 3,518,585	01/15/21	AAA			
US TREASURY NOTES	912828S27	07/05/16	\$ 1,000,000	100.726	1.13%	\$ 1,010,156	\$ 1,007,260	06/30/21	AAA			
US TREASURY NOTES	912828YC8	08/12/20	\$ 1,550,000	101.230	1.50%	\$ 1,010,156	\$ 1,569,065	08/31/21	AAA			
US TREASURY NOTES	912828G53	09/09/15	\$ 1,000,000	102.007	1.88%	\$ 1,002,188	\$ 1,020,070	11/30/21	AAA			
US TREASURY NOTES	912828H86	10/31/19	\$ 2,000,000	101.804	1.50%	\$ 2,000,000	\$ 2,036,080	01/31/22	AAA			
US TREASURY NOTES	9128282S8	09/14/17	\$ 2,300,000	102.843	1.63%	\$ 2,285,625	\$ 2,365,389	08/31/22	AAA			
Total US Treasury Note Investments			\$ 13,714,000			\$ 13,170,758	\$ 13,887,004				15.76%	18.23%
Government National Mortgage Investments (backed by full faith and credit of the United States Government):												
GNMA II ARM PASS THRU POOL 8258	36202KE76	05/04/99	\$ 490,000	100.538	1.75%	\$ 480	\$ 483	08/20/23				
GNMA PASS THRU POOL 372024	36204KG98	05/21/98	\$ 1,730,000	110.504	6.50%	\$ 13,099	\$ 14,475	01/15/24				
GNMA PASS THRU POOL AD1605	36180CYA1	02/01/13	\$ 1,000,000	104.222	2.00%	\$ 323,613	\$ 337,276	01/15/28				
GNMA II PASS THRU POOL 2562	36202CZ30	02/08/01	\$ 2,500,000	112.546	6.00%	\$ 13,762	\$ 15,489	03/20/28				
GNMA PASS THRU POOL 497581	36210NXJ3	02/11/99	\$ 500,000	111.528	6.00%	\$ 10,367	\$ 11,562	01/15/29				
GNMA II PASS THRU POOL 2795	36202DC82	02/08/01	\$ 2,000,000	115.539	6.50%	\$ 9,470	\$ 10,942	08/20/29				
GNMA II PASS THRU POOL 2997	36202DKJ9	01/31/01	\$ 1,717,305	101.293	6.50%	\$ 1,754	\$ 1,777	11/20/30				
GNMA II PASS THRU POOL 3839	36202EHQ5	01/30/08	\$ 1,000,000	109.838	4.50%	\$ 72,910	\$ 80,083	04/20/36				
GNMA II PASS THRU POOL 4071	36202EQY8	01/18/08	\$ 1,000,000	111.569	5.00%	\$ 24,305	\$ 27,117	01/20/38				
GNMA PASS THRU POOL 702875	36296V2G2	05/10/10	\$ 1,015,000	112.145	4.00%	\$ 385,881	\$ 432,746	07/15/39				
GNMA 13-28 DE REMIC MULTICLASS CMO	38378FWG1	02/08/13	\$ 1,000,000	102.565	1.75%	\$ 298,838	\$ 306,503	12/20/42				
GNMA 13-42 DE REMIC MULTICLASS CMO	38378JFT4	03/13/13	\$ 1,000,000	102.169	1.75%	\$ 92,688	\$ 94,698	01/20/43				
Total Government National Mortgage Investments			\$ 14,952,305			\$ 1,247,167	\$ 1,333,150				1.51%	1.75%
Agencies which are non-full faith and credit):												
Federal Farm Credit Investments:												
FEDERAL FARM CREDIT	3133ELD4	12/05/19	\$ 2,000,000	100.220	1.71%	\$ 2,000,000	\$ 2,004,400	12/16/22	AAA	AA+		
FEDERAL FARM CREDIT	3133EJPX1	05/14/18	\$ 1,250,000	105.956	2.88%	\$ 1,250,000	\$ 1,324,450	12/21/22	AAA	AA+		
FEDERAL FARM CREDIT	3133ELUJ1	03/17/20	\$ 1,000,000	100.296	1.00%	\$ 1,000,000	\$ 1,002,960	03/24/23	AAA	AA+		
FEDERAL FARM CREDIT	3133ELVA9	03/24/20	\$ 2,250,000	100.101	1.20%	\$ 2,250,000	\$ 2,252,273	04/01/24	AAA	AA+		
FEDERAL FARM CREDIT	3133ELWC4	04/07/20	\$ 2,000,000	100.022	1.15%	\$ 2,000,000	\$ 2,000,440	04/09/25	AAA	AA+		
FEDERAL FARM CREDIT	3133ELH80	06/08/20	\$ 4,360,000	100.171	0.68%	\$ 4,360,000	\$ 4,367,456	06/10/25	AAA	AA+		
FEDERAL FARM CREDIT	3133ELK37	06/09/20	\$ 2,800,000	100.128	0.78%	\$ 2,800,000	\$ 2,803,584	06/16/25	AAA	AA+		
Total Federal Farm Credit Investments			\$ 15,660,000			\$ 15,660,000	\$ 15,755,562				17.89%	20.68%

Cash and Investment Portfolio (excluding pension funds and bond proceeds)
30-Sep-20

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Cost	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
Federal Home Loan Banks Investments:												
FEDERAL HOME LOAN BANK	3130AFV61	03/12/21	\$ 500,000	101.070	2.50%	\$ 500,000	\$ 505,350	03/12/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A95J6	08/18/16	\$ 3,000,000	100.690	1.60%	\$ 3,000,000	\$ 3,020,700	03/16/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A6UY1	12/03/15	\$ 2,500,000	102.320	2.00%	\$ 2,500,000	\$ 2,558,000	12/30/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AHLR9	12/12/19	\$ 3,000,000	99.363	1.85%	\$ 3,000,000	\$ 2,980,890	12/18/23	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AJSF7	06/25/20	\$ 3,000,000	98.953	0.65%	\$ 3,000,000	\$ 2,968,590	01/08/25	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AHXJ7	01/16/20	\$ 2,000,000	100.404	1.92%	\$ 2,000,000	\$ 2,008,080	01/21/25	AAA	AA+		
FEDERAL HOME LOAN BANK	3030AJJ75	04/20/20	\$ 1,000,000	100.059	1.40%	\$ 1,000,000	\$ 1,000,590	04/23/27	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AJGZ6	04/15/20	\$ 3,500,000	100.041	1.49%	\$ 3,500,000	\$ 3,501,435	10/15/27	AAA	AA+		
Total Federal Home Loan Banks Investments			\$ 18,500,000			\$ 18,500,000	\$ 18,543,635				21.05%	24.34%
Federal Home Loan Mortgage Investments:												
FEDERAL HOME LN MTG CORP	3134GGBBM3	03/02/17	\$ 1,000,000	100.929	2.00%	\$ 1,000,000	\$ 1,009,290	03/29/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GA5C4	02/16/17	\$ 3,000,000	101.779	2.00%	\$ 3,000,000	\$ 3,053,370	09/16/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GVKJ6	04/08/20	\$ 2,125,000	100.015	1.15%	\$ 2,125,000	\$ 2,125,319	10/16/24	AAA			
FEDERAL HOME LN MTG CORP	3134GUT91	01/16/20	\$ 2,000,000	100.415	1.90%	\$ 2,000,000	\$ 2,008,300	01/15/25	AAA			
FEDERAL HOME LN MTG CORP	3134GVRU4	05/08/20	\$ 1,000,000	100.020	0.70%	\$ 1,000,000	\$ 1,000,200	02/12/25	AAA			
FEDERAL HOME LN MTG CORP	3134GVPK8	04/28/20	\$ 1,000,000	100.096	0.85%	\$ 1,000,000	\$ 1,000,960	04/29/25	AAA			
FEDERAL HOME LN MTG CORP	3134GVQF8	04/29/20	\$ 750,000	100.061	0.75%	\$ 750,000	\$ 750,458	04/30/25	AAA			
FEDERAL HOME LN MTG CORP	3134GVR26	06/15/20	\$ 1,500,000	99.879	0.70%	\$ 1,500,000	\$ 1,498,185	06/25/25	AAA			
FEDERAL HOME LN MTG CORP	3134GWB70	08/27/20	\$ 2,400,000	100.090	0.63%	\$ 2,400,000	\$ 2,402,160	09/15/25	AAA			
FEDERAL HOME LN MTG CORP	3134GWW93	09/23/20	\$ 500,000	99.856	0.55%	\$ 500,000	\$ 499,280	09/30/25	AAA			
FHLMC GOLD PASS THRU POOL C91020	3128P7DZ3	03/21/07	\$ 1,000,000	110.906	5.50%	\$ 18,607	\$ 20,636	03/01/27	AAA	AA+		
Total Federal Home Loan Mortgage Investments			\$ 16,275,000			\$ 15,293,607	\$ 15,368,158				17.45%	20.17%
Federal National Mortgage Association Investments:												
FEDERAL NATL MTG ASSN	3136G2CS4	01/12/15	\$ 1,000,000	102.443	2.00%	\$ 1,000,000	\$ 1,024,430	01/27/22	AAA	AA+		
FEDERAL NATL MTG ASSN	3135GOW66	11/21/19	\$ 4,500,000	105.352	1.63%	\$ 4,496,355	\$ 4,740,840	10/15/24	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G4ZA4	07/10/20	\$ 2,000,000	99.913	0.60%	\$ 2,000,000	\$ 1,998,260	07/15/25	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G4C43	07/24/20	\$ 3,500,000	99.745	0.65%	\$ 3,500,000	\$ 3,491,075	08/14/25	AAA	AA+		
FNMA PASS THRU POOL 255994	31371MKF3	03/12/07	\$ 1,605,000	110.882	5.50%	\$ 35,047	\$ 38,861	11/01/25	AAA	AA+		
Total Federal National Mortgage Association Investments:			\$ 12,605,000			\$ 11,031,402	\$ 11,293,466				12.82%	14.82%
Total Federal Instrumentalities (United States Government Agencies which are non-full faith and credit):												
			\$ 63,040,000			\$ 60,485,009	\$ 60,960,820				69.20%	80.02%
Total Long-Term Investments			\$ 91,706,305			\$ 74,902,934	\$ 76,180,974					
Total Short-Term Funds and Long-Term Investments						\$ 86,813,446	\$ 88,091,486					
Blended Portfolio Rate of Return							1.30%					
Average Maturity of Long-Term Investments (in years)							3.49					

Cash and Investment Allocation





City Commission **agenda item**

item type Non-Action Items	meeting date February 24, 2021
prepared by Dan Hagedorn	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective This plan is our pledge to continue to provide the highest quality of services to all of our residents and guests. It will also guide management decisions, organizational structure and efficient use of city resources.	

subject

Winter Park Fire-Rescue Department Strategic Plan 2021-2025

motion / recommendation

For Review

background

Five-year strategic plan will provide a road map for where we want to take the Winter Park Fire Department in the next five years. We recognize that as our city and workforce evolve, we will have to make progressive modifications to stay competitive in the constantly changing fire and emergency medical service industry.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Fire-Rescue Strategic Plan 2021-25.pdf](#)

CITY OF WINTER PARK FIRE-RESCUE



2021-25

STRATEGIC PLAN



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Letter from the Chief

It is my privilege to present the 2021 through 2025 Strategic Plan. The Winter Park Fire-Rescue Department has a deep tradition of service to the community. This plan is our pledge to continue to provide high quality services for all our residents and guests. It will also guide our management decisions, organizational structure, and efficient use of city resources.

This plan was created with community input through service delivery surveys, interviews and testimonials. A broad cross-section of community leaders, business and non-profit representatives, partners from the hospital systems, and area fire departments participated in expressing what was important to them in the delivery of 21st century fire and emergency medical services. Through this effort, we were able to identify community expectations, concerns and priorities.

The members of the Winter Park Fire-Rescue Department were also an essential part of this process. They came with open minds, recognizing that their conversations and ideas would help chart the course for our future. This dynamic group was made up of service professionals with a diverse group of ethnicities, generations, backgrounds and years of service. They did more than develop a strategic plan – they created a new normal for this organization.

It is the goal of the Winter Park Fire-Rescue Department to constantly seek input from both our external and internal partners to ensure a high level of effectiveness and efficiency in the delivery of emergency services. While this plan will provide a road map of where we want to take this organization in the next five years, we recognize that as our city and workforce evolve, we will have to make progressive modifications to stay competitive in the constantly changing fire and emergency medical service industry.

This strategic plan offers an inspiring glimpse into the potential successes of our department. We must always remember the foundation of our existence is the people in the communities we serve. Let us never forget the service portion of being a part of the fire and emergency medical service. It is this important lifesaving work we do for others that will ultimately be the legacy we leave with our city.



A handwritten signature in black ink, reading "Dan Hagedorn".

Dan Hagedorn
Fire Chief



History of the Organization

The Winter Park Fire-Rescue Department [WPFD] is a multi-faceted emergency response agency that provides for the emergency and safety needs of our residents and visitors. Our service is customer-based, and we are continually evaluating and redefining our services as the needs of our city changes.

- 1900** Winter Park established its first organized fire protection. The city's fire limits were set from Lyman Avenue north to Canton and New York avenues east to Interlachen Avenue. Six fire extinguishers were strategically placed throughout the district to be used to extinguish fires.
- 1902** Several major fires occurred in the early 1900s, including the Seminole Hotel fire, the largest in Winter Park's history.
- 1909** Rollins College's Knowles Hall burned to the ground during the middle of the night. At the time, it was the school's only classroom building.
- 1915** Winter Park's fire protection was enhanced over the following years. Fire Chief J. Sigler purchased a one-horse drawn wagon that carried 500 feet of hose and an extension ladder. By 1916, a motorized vehicle was used to tow the trailer to fire calls.
- 1913-1950s** Winter Park was protected by an all-volunteer fire department. It wasn't until the mid-1950s, that the city hired paid firefighters. In 1945, WPFD answered a total of 128 calls.
- 1969** A fire at the Winter Park Mall on Easter morning placed Winter Park on the map. It was the first major fire incident in the United States involving an enclosed shopping mall. The initial response of a pumper and a rescue truck with four firefighters was small by today's standards. However, they sounded a general alarm, and firefighters from five departments were able to bring the blaze under control in about four hours.
- 1973** With the passage of the EMS Act of 1973, the department took on the additional responsibility of providing EMS to our community. Firefighters were trained and certified as emergency medical technicians, EMTs, and paramedics, and the department offered first responder, non-transport emergency medical service.



History of the Organization

- 1994** With expansion of 911 EMS services, the agency became one of the first departments in Florida to be capable providing Advance Cardiac Life Support capabilities by staffing a Paramedic on all response units.
- 1997** WPFd implemented EMS transport service. The department had been providing advanced life support EMS since the early '70s and the addition of transport service allowed the department to complete the job. WPFd became the first fire department in Orange County to offer patient transport services.
- 2001** Winter Park Fire-Rescue once again set the bar for emergency services through achieving International Accreditation. The Commission on Fire Accreditation International (CFAI) first awarded Accredited Agency status in August 2001. The process of Accreditation reviewed the agency's Strategic Plan, Community Risk Assessment, and our response to 244 Performance Indicators. The agency has continued to maintain its status as an Accredited Agency.
- 2006** The City of Winter Park was assessed by the Insurance Service Office (ISO) for our ability as a community to fight fire. The ISO rates communities on their ability to answer emergency calls, deliver adequate water, and provide a well-trained and equipped firefighting force. The rating awarded Winter Park a Classification of 2, raising the rating from the previous Class 4, which had been in place for more than a decade. This Class 2 rating placed Winter Park in the top 1% of fire agencies throughout the country. This improved rating provided Winter Park property owners some of the lowest fire insurance rates available.
- 2013** WPFd was awarded an ISO Class 1 Community Fire Protection Classification. Less than 100 of the more than 35,000 fire departments in America have received the Class 1 rating. With this, the ISO recognizes that properties in Winter Park are less likely to sustain an insurable loss from fire.
- With this premier rating, ISO recognizes the agency is providing the highest level of service possible to the community with regards to fire department capability, water supply and emergency communications.
- 2014** WPFd became accredited by the Commission on Accreditation of Ambulance Services (CAAS). CAAS accreditation signifies that an agency has met the "gold standard" determined by the ambulance industry to be essential in a modern emergency medical services provider. Additionally, WPFd was only the second fire department in the United States to achieve CAAS, Fire Accreditation and achieve an ISO 1 rating.
- 2020** The pandemic, caused by COVID-19, hit the US. On February 25, the Centers for Disease Control and Prevention (CDC) warned the American public for the first time to prepare for a local outbreak. A national emergency was declared by President Trump on March 13. The department took added precautions and adjusted operating practices for life at the fire stations and rescue and fire calls.

WPFd rewrites its Strategic Plan to address key strategies and initiatives that will help us achieve the goals identified as critical to our success. Looking towards the future, our firefighters are very cognizant of our rich history. Today's Winter Park firefighters are leaders in the industry and admired for their continued dedication to both residents and guests.



Foundation for the Future

Mission **What we do » timeless** To protect and preserve our community through prompt, professional delivery of services, teamwork, and partnerships.



Vision **Where we're going » 3-5 years** To be one of the most respected and high-performing fire and emergency service providers. We will achieve this with a forward-thinking workforce, willingness, and ability to fortify and develop our teams, work culture, and dedication to our community.

Purpose **Why we do what we do** To protect our community by providing extraordinary, emergency medical services, firefighting and property preservation, fire prevention and public education.

Values **What defines us » the way we live** Values form the foundation upon which you build your character and your life. For the Winter Park Fire-Rescue Department, they are the moral compass that governs the culture of our organization. Our culture is based on core values of integrity, responsibility, loyalty, and accountability. We **C.A.R.E.** for our community and each other with compassion, holding each other accountable, treating everyone with respect, and demonstrating trust and empathy to all with whom we interact. We empower our workforce to strive for personal excellence by being responsible for their actions, practicing the highest degree of ethical behavior, and using their best judgment when making decisions.

Compassion We value a compassionate environment in which the needs and development of our community and co-workers are a top priority. This environment is fostered by a professional and enthusiastic workforce who diligently adheres to a sound code of moral and ethical conduct.

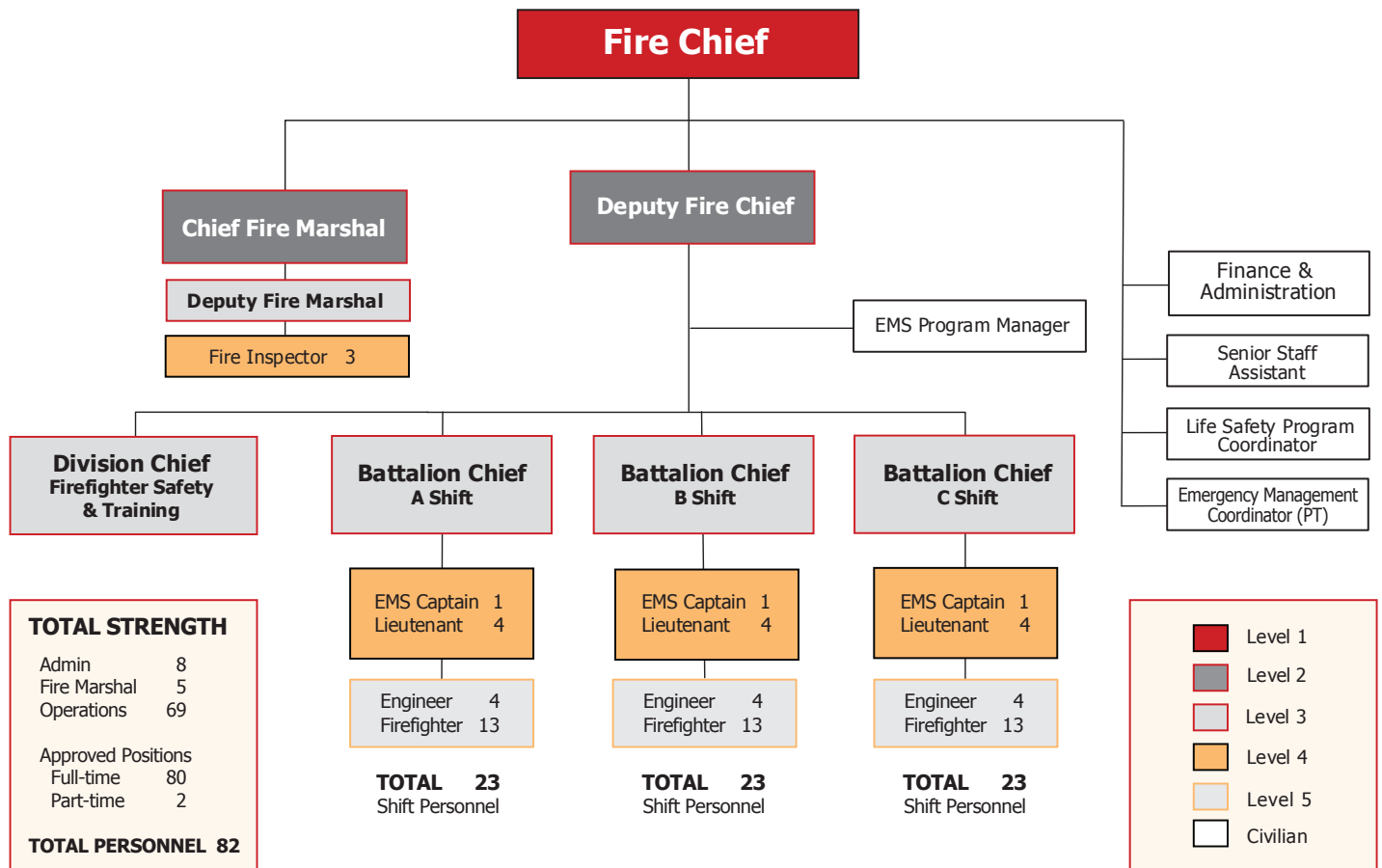
Accountability We value accountability by holding each other responsible for our performance and ownership of resources bestowed upon us by the community. Our demonstration of talented, purposeful, reliable, and professional behaviors earns the trust of our community and promotes personal integrity and empowerment.

Respect We value respect and recognize the worth of others while consistently exhibiting professionalism and compassion for those in need. We respect each other and the value, dedication, talent, and commitment each co-worker brings to the job every day. We hold ourselves to ambitious standards and strive to be industry leaders in every aspect.

Empathy We value an empathetic workforce that seeks to support, understand, and meet the needs of our community and each other. Services will always be delivered free of bias, as we recognize and appreciate the diversity within our community and workforce.

Agency Structure

Agency Organizational Chart



*Real heroes are those who fall and fail and are flawed,
but win out in the end because they've stayed true
to their ideals and beliefs and commitments.*

— Kevin Costner



Scope of Service

WPFD is a full-service, high-performance, emergency-service agency operating under nine programs.

Program	Details
Hazardous Materials Mitigation	Prevent and resolve hazardous materials from escaping and/or causing larger issues to residents & businesses. Examples include spills and leaks involving chemical, gases, and other corrosive materials.
Firefighter Education, Certification & Leadership Development	Professional training center focusing on continued education in Fire, EMS and Rescue with emphasis on maintaining the highest quality emergency services. All operations personnel are certified firefighters and either state Emergency Medical Technicians or Paramedics. Ongoing leadership growth and development programs.
Fire Suppression	Protecting the community from the ravages of uncontrolled fire. Firefighters are well-trained and well-equipped to search for and remove victims, strategically attack, and rapidly control fires to hold these events to the areas of origin and minimize loss of life and property.
Rescue: Basic & Technical	Perform rescues of victims from what are considered complex or unique "technical" situation - rescue in complex motor vehicle accidents, building confined space, structural collapse, high angle, industrial accidents, etc.
Community Involvement & Communication	Empower our community with the tools and knowledge to prevent and respond when faced with fires or EMS related emergencies. Participation in community and city-sponsored events and charity programs. Outreach through social media channels: Facebook, Instagram, and Nextdoor. We continuously gather feedback provided through mailed surveys and social media responses.
Domestic Threat Planning, Communication & Response	Emergency Operations Center and Activation: Prepare and respond to situations of natural disasters. Inform the community of emergency situations using various methods of communication. Examples: terrorism, active shooter and tornados.
Fire Prevention, Investigation, Inspection & Plan Reviews	Reduce the frequency, probability and severity of fire resulting in loss of life and property. Conduct frequent quality inspections in all commercial buildings, review construction blueprints for code compliance and fire investigations.
Public Fire/EMS Safety & Education	The Fire & Life Safety Program conducts public education and community outreach. Examples include CPR certification, Safe Sitter® classes, apparatus displays, fire prevention training, smoke detector installation, and fall prevention.
Emergency Medical Services	Provide out-of-hospital acute care and transport to definitive care to patients with illnesses and injuries which the patient believes constitute a medical emergency. Personnel are trained in the rescue, stabilization, transportation, and advanced treatment of traumatic or medical emergencies.



Strategic Planning Defined



Strategic planning is an organization's process of defining its strategy, or direction, and making decisions on how to set priorities to pursue this strategy. It may also extend to control mechanisms for guiding the implementation of the strategy. Strategic planning became prominent during the 1960s and remains an important aspect of strategic management. It is executed by strategic planners who involve many parties and research sources in their analysis of the organization and its relationship to the environment.

Strategic planning is a process that involves inputs, activities, outputs and outcomes. It may be formal or informal and is typically frequent, with feedback loops throughout the process. Some elements of the process may be continuous, and others may be executed as discrete projects with a definitive start and end during a period.

Strategic planning provides inputs for strategic thinking, which guides the actual strategy formation. Typical strategic planning efforts include the evaluation of the organization's mission and strategic issues to strengthen current practices and determine the need for new programming. The result is the organization's strategy, including a diagnosis of the environment and competitive situation, a guiding policy on what the organization intends to accomplish, and key initiatives or action plans for achieving the guiding policy.

Plan Goal & Process

The overall goal is to obtain cross-functional, strong leadership engagement, buy-in and ownership based on a series of external and internal assessments with intermediate and long-term goal setting.

Objective	Actions
Process & Timing	» Determine roles & objectives of leadership team and workgroup team » Identify budget, location & other restraints » Conduct Strategic Plan kick-off to validate plan process, timing, set expectations, and map out mitigants for roadblocks & constraints
Previous Strategic Plan	» Review and evaluate previous plan's successes and issues; what went well and what did not » Measure results against goals and analyze opportunities
Focus Groups	» Conducted three focus groups: Community leaders, internal WPFD employees & WPFD partners » Feedback & suggestions provided on how WPFD can be even more successful » Map into SWOTS [Strengths, Weaknesses, Opportunities, Threats, Surprises]; validate alignment & identify gaps/missing points
Competitive Advantage	» Conduct research with fire departments across the country identified to be "knocking it out of the park" or have figured out how to succeed at a critical need for WPFD » Extract best practices to use with the new Strategic Plan
Current & Future Projects	» Create a list of current or future projects that are already in the works » Determine budget and timing approval » Align to new Strategic Plan work
Driving Forces	» Identify values and behaviors as "the way things are done": Reality » Compare desired or differing values and behaviors from actual & draw conclusions
Strategic Plan Development	» Use collected data, feedback, current information & future desires to build the plan » Roadblocks, speed humps & hiccups: what could get in the way? » Potential risks or impacts; minimize or stop from occurring » Finalize plan objectives, SMART goals & accountable leaders
Post Plan Success	» Gain personal commitment, buy-in and ownership » Internal & external communication plan: actively demonstrate ongoing plan progress » Unite the organization with consistent "We Heard You" content & solicit ongoing feedback » Measure results and ongoing inspection of progress of goals & objectives every 1-3 months » We Heard You: focus group check-back with validation of Strategic Plan progress



Keys to a Successful Plan

*Don't compare your path with anybody else's.
Your path is unique to you.*

— Ram Dass

Allow time for big-picture thinking.

Ask the hard questions.

Concentrate on what moves the dial.

**Allow for open & free discussion,
regardless of each person's position.**

**Be flexible » no plan should
be written in stone.**

Keep it simple & clear.

Make strategy planning a habit.

Have fun & celebrate successes.

The Top 10 Projects Identified

Upon reviewing data, conducting multiple fact-finding activities, and analyzing focus group verbatim [community members, partners & fire-rescue department], we named the top 10 projects for this Strategic Plan.

This success was attributed to everyone:

- » Concentrating on what moves the dial
- » Remaining focused but flexible
- » Keeping it simple & clear
- » Acknowledging this plan is not a “one & done”



WPFD's Top 10

1. New Fire Station Alerting System
2. New Computer Aided Dispatch Software
3. Centralized Communications & Messaging
4. Updated Policies & Standard Operating Guidelines
5. Staff Additions
6. Fire Training Center
7. Domestic Threat Preparedness
8. External Communication & Public Education
9. Station Remodel for Firefighter Health & Safety
10. Promotions, Development & Training



Your true success in life begins only when you make the commitment to become excellent at what you do.

— Brian Tracy

PROJECT

1.

Fire Station Alerting System

Update alerting system resulting in reduced call handling times.

- » **Accountable Leader** Deputy Fire Chief Ryan Fischer
- » **Work Team** Dan Devlin, Michael Templeton, Mark Adams & Vonda Jones
- » **Multi-Phase Work Effort** Start & Completion dates | Installed September 2021
- » **High-level Goals**
 - System that integrates with WPFD systems, is user-friendly, customizable, scalable and reliable
 - Includes industry standard alerting safety measures to improve firefighter health and well-being
- » **Potential Roadblocks | Hiccups | Speedbumps**
Budget, IT, facilities, training, existing hardware, dispatch capacity

PROJECT

2.

New Computer Aided Dispatching (CAD) system

New communication software that fully integrates with Project 1. New Fire Station Alerting System.

- » **Accountable Leader** Deputy Fire Chief Ryan Fischer
- » **Work Team** Dan Devlin, Michael Templeton, Mark Adams & Vonda Jones
- » **Multi-Phase Work Effort** Purchase October 2021 | Installation September 2022
- » **High-level Goals**
 - Software must integrate with new Alerting System
 - Posses strong interoperability, customizable reporting & be app compatible
- » **Potential Roadblocks | Hiccups | Speedbumps**
Budget, IT, facilities, training, existing hardware, dispatch capacity

PROJECT 3.

Centralized Communications & Messaging

Communicate with Fire-Rescue, the Fire Marshal and administrative personnel in a frequent, transparent and deliberate manner.

- » **Accountable Leader** Deputy Fire Chief Ryan Fischer
- » **Work Team** Chief Dan Hagedorn & Battalion Chiefs
- » **Multi-Phase Work Effort** Begin October 2020 | monthly activity execution
- » **High-level Goals**
 - WPFD will create synergy and accountability through proactive and planned communication
 - Personnel will have consistent, accessible & 2-way communication
 - Improve firefighter satisfaction
- » **Potential Roadblocks | Hiccups | Speedbumps**
Buy-in; multi-media users vs. "old school"; miscommunication, time, work email access, inconsistency, misinterpretation, capacity and challenge to measure

PROJECT 4.

Additional rescue with personnel & full-time inspector

Add EMS and Fire Marshal staff to keep up with growing demands.

- » **Accountable Leader** Fire Chief Dan Hagedorn
- » **Multi-Phase Work Effort**
Continual of system performance | budgetary process
Begin September 2021 | Completion September 2023
- » **High-level Goals**
 - Add six rescue FTE
 - Create hiring process for Fire Marshal
- » **Potential Roadblocks | Hiccups | Speedbumps**
Budget, drop in call volume, COVID-19, reduction in growth & businesses



PROJECT 5.

Updated Policies & Standard Operating Guidelines (SOGs)

Policies, procedures and SOGs are the guiding principles and processes for all actions, communication, and activities within the department.

- » **Accountable Leader** Deputy Fire Chief Ryan Fischer
- » **Work Team** Battalion Chiefs & EMS Captains
- » **Multi-Phase Work Effort** Definition of process | December 2020
- » **High-level Goals**
 - Create an end-to-end process for updating policy/SOGs that is streamlined, modernized & improves delivery of services
 - Make it quick and easy to implement and execute flawlessly
- » **Potential Roadblocks | Hiccups | Speedbumps**

Too many hands & steps in the process; keeping current, complex approval process; time, accountability, communication, complexity gets in the way of understanding

PROJECT 6.

Fire Training Center

Multi-purpose, stand-alone facility to train fire fighters and retain certifications on live fire, search and rescue according to WPFd and national standards.

- » **Accountable Leader** Fire Chief Dan Hagedorn
- » **Work Team** Jeff Spinelli, Eric Wheaton & Damien Pillay
- » **Multi-Phase Work Effort** Completion January 2023
- » **High-level Goals**
 - Improve firefighter satisfaction
 - Built & maintained to fire department standards
 - Quality center that can be rented to other agencies
- » **Potential Roadblocks | Hiccups | Speedbumps**

Budget for building, equipment & ongoing maintenance; politics; change of standards could require modifications - liability, zoning, time

7.

Domestic Threat Preparedness

Emergency Operations Center and activation for response to natural disasters, pandemics, active shooter, and terrorism. Inform community of emergency situations using various methods of communication.

- » **Accountable Leader** Fire Chief Dan Hagedorn
- » **Work Team** Joe Celletti, EM Coordinator, Risk Management & City Management
- » **Multi-Phase Work Effort** Begin December 2020 | Completion December 2022
- » **High-level Goals**
 - Ability to provide training & communication
 - Response & mitigation of multiple types and sizes of threats to the city
 - Infrastructure [personnel & online] is flexible and adaptable with the ability to adjust to any situation
- » **Potential Roadblocks | Hiccups | Speedbumps**
Ability to communicate; unknown staff impact; inability to partner/use other resources; impact to short & long-term goals; difficult to measure impacts; budget, timing

8.

External Communication & Public Education

Consistent external delivery of information to help the community of Winter Park in areas of fire prevention, health, property safety, recruiting and more.

- » **Accountable Leader** Lauren Luna
- » **Work Team** Public Education Specialists & Erica Hall
- » **Multi-Phase Work Effort**
August 2020 [hiring video] | March 2021 [training]
December 2021 [community proactively publishing, getting emails, etc.]
- » **High-level Goals**
 - Communications & Public Education team is provided marketing, social media, videographer and communication knowledge/training
 - Internal department social media training
 - Community is publishing & proactively talking about WPFd
- » **Potential Roadblocks | Hiccups | Speedbumps**
Time; personnel to work on the project consistently; internal negative perception; videographer gap; buy-in & priorities among the department [need top-down reinforcement]; inconsistency of coverage & help across all shifts; other events outside our control [COVID-19, hurricane]; timing, budget



PROJECT 9.

Station Remodel for Firefighter Health & Safety

Make improvements to current stations and equipment to make the environment more firefighter friendly, safe, easy-to-use and enjoyable.

- » **Accountable Leader** Division Fire Chief Jeff Spinelli
- » **Work Team** Erica Hall, Brennan Moore, Quint Wharton, Jacob Gercak & Safety Committee
- » **Multi-Phase Work Effort** Began July 2020 | Completion December 2022
- » **High-level Goals**
 - Reduce firefighter injury & illness
 - Improve overall firefighter mental & physical well-being
 - Eliminate outdated station equipment, set-up & processes
- » **Potential Roadblocks | Hiccups | Speedbumps**
Securing funds to budget for projects; retrofitting existing facilities & apparatus to current industry standards

PROJECT 10.

Promotions, Development & Training

Expand and update current programs to meet changing needs of current and incoming staff and community.

- » **Accountable Leader** Division Fire Chief Jeff Spinelli
- » **Work Team** Battalion Chiefs, Scott Ketcham & Travis Tacner
- » **Multi-Phase Work Effort** Began September 2020 | Completion December 2022
- » **High-level Goals**
 - Improve retention and internal promotion rates
 - Improve staff satisfaction
 - Create a predictable process for internal growth
 - Determine impacts of new training center to training programs
- » **Potential Roadblocks | Hiccups | Speedbumps**
Mentor qualifications, time, initiative, willingness to participate; open communication; hard to measure success; prevent groundhog days; budget

Learning from Others

Knowing your successes and opportunities is critical to any organization's ability to sustain year-over-year growth. Being willing to admit others may have a better, quicker, easier way of resolving an issue or accomplishing a goal, is key to setting yourself apart from the competition. In addition, it:

1. Prevents an organization from committing the same mistakes
2. Saves time consumed in developing and testing solutions
3. Cuts down costs and potential errors in problem-solving
4. Allows the organization to accelerate and arrive at flawless execution faster

We asked focus group and workgroup participants which fire stations they believed knocked it out of the park or were making a name for themselves. We then reached out to learn about these fire departments' best practices and programs. While Winter Park Fire-Rescue Department does many things extremely well, there are areas in which we can and should "borrow shamelessly."

Categories	Department	Best Practices & Key Items
Training & Communication	 Seattle Washington	» MedicOne Name of Paramedic Program » Resuscitation Academy 3-day program to learn in-the-street to hospital to data gathering. » Training Information Program » Daily Activity Scheduler
Training & Department	 Orange County Florida	» Promotion academies Engineer, Lieutenant & Captain; includes internal leadership & command schools. » Command School Working incidents to include decision making, administrative work, complaints, etc. » Uses technology to record and improve response times. Budget requests and new stations will now match growth/call volume.
Customer Service, Communication, Personnel & Community	 Phoenix Arizona	» Customer service HUGE focus "We make house calls." » Relationships by Objectives (RBO) Brings labor and management together to work on mutual objectives and to discuss areas of disagreement or conflict. » Focus around service Everything, including test study guides, includes the "PFD Way"; Service is in SOG. » Frequent social media posts include Fire Prevention Tips; also on website.



Learning from Others

Categories	Department	Best Practices & Key Items
Training, Communication & Community	 Osceola County Florida FIRE-RESCUE	» New hire program 8-week orientation & Out of Grade Packet; overseen by chief officer; has ability to grant continuation during orientation. » Mentor checklist Mini-task book. » Increased requirements Right Out of Grade packet: must meet all criteria to do a packet. » Conducts Online Surveys » File of Life Program Refrigerator magnet pouch with a card insert that contains medical and health information; used community betterment. » Grant funds for 10,000 of the magnets.
Personnel	 Olathe Kansas LOCAL 2542	» Mobile Integrated Health (MIH) Program Deploys paramedics and a nurse practitioner to assess individuals who do not need an emergency room » Community Emergency Response Team Trained thousands to help themselves, family, and neighbors to decrease demand for emergency services. Includes light fire suppression, first aid, emergency planning as well as basic search and rescue.
Department & Communication	 Boulder Colorado FIRE-RESCUE	» Data-driven Plan Speaks to "Hey, this is what we think we are good at." Shows measures of how they are running calls, response times and types of calls meeting industry standards. » Uses MySideWalk to produce professional data analysis [also Amarillo, TX & Springdale, AR » Uses Survey Monkey® to cast a wider net and more responses.
Community & Communication	 Deland Florida FIRE RESCUE	» High level of involvement in community and schools; small department. » All FFs have strong desire to help the community Teach during Career Days, Pub Crawls, Pumper Events, 5K Run Sponsor. » Active on Facebook PIO and FFs manage.

Focus Group Expectations

In February 2020, three focus groups were conducted that we comprised of

- » Winter Park Community Leaders and Residents
- » Internal Winter Park Fire-Rescue & Fire Marshal members
- » WPFDF Partners

During the three sessions, participants were asked what they thought were the department's strengths, where there were opportunities, what is important for them and their community, teammates, or co-workers, and how they would like to receive communication. They were given the chance to be "Chief for the Day" - what they would do if they were Chief Dan Hagedorn.

When asked to rank the department's nine programs, we saw a considerable variance between the three groups. While Public Education, Communication and work with the Fire Marshal's office received the most commentary during the focus groups, it was clear where the individual groups truly felt the department needed to excel.

WPFDF Program	Community Ranking	WPFDF Ranking	Partners Ranking	Average Score
Emergency Medical Services	3	2	3	2.7
Domestic Threat Planning, Communication & Response	1	7	2	3.3
Fire Suppression	4	1	5	3.3
Rescue: Basic & Technical	5	4	4	4.3
Hazardous Materials Mitigation	9	6	1	5.3
Public Fire/EMS Safety & Education	2	8	6	5.3
Firefighter Education, Certification & Leadership Development	6	3	8	5.7
Fire Prevention, Investigation, Inspection & Plan Reviews	8	5	7	6.7
Community Involvement & Communication	7	9	9	8.3



Focus Group Feedback

Chief for a Day

Focus group participants were asked to wear Chief Hagedorn's helmet for the day. This is what they said they would do if they were Chief:

Community Leaders	» Be more proactive with department's inability to rescue within the home – no jurisdiction in private residence. » Lead partnership with code & building enforcement – eliminate smokestacks. » Hire third Fire Marshal (FM) to be liaison to building & permitting/zoning/city to lessen the workload and reach more citizens. » Fire inspection should be standardized and consistent – too much left to interpretation by individuals.	» Have a top-down approach to break down barriers to inspections. » Have FMs be more involved and present throughout the whole evaluation – start to finish so there are no surprises, no changes due to interpretation, or as changes are made, they are informed. » Fill gaps for key services - Community Liaison. » Openly communicate the Strategic Plan and progress/impact. » Have roundtable roadblock remover sessions.
Internal WPFD	» State of the Department – "Sit at the Kitchen Table" events to share the vision and how we all fit. » Increase staff by 25 – great new hires. » Build a training center. » New CAD Alerting system. » Ongoing mental & physical training programs. » Retirement & health care. » Telestaff.	» Rebuild relationships with neighboring departments. » Pay for performance – ranking, measuring results, minimum standards, fair pay and promotions. » Incentivize for consistently going above and beyond the call of duty. » Remodel all stations – build gear rooms. » Create a priority for FD with dispatch – have separate from police.
WPFD Partners	» All stations retrofitted to today's standards. » More consistent community involvement/marketing/interactions. » Dedicated community personnel – paramedics. » Onsite department training – provide to partners and community. » Staff a third rescue unit. » Add additional inspection staff as well as training for technology and systems.	» Fire department dedicated dispatch. » Be more present at your stations and at community events. » Update fire department communications – Computer Aided Dispatch (CAD). » Offsite EOC – make it fully functional [including mobile unit]. » S.A.F.E. Training for active shooter, etc. » Evaluate pay scale and make sure in alignment with other local departments.

PLEASE NOTE: items above are included in SWOTS categories on the following pages.



Focus Group Feedback

SWOTS Breakdown » Strengths

- » Available to answer questions (especially with inspections and OFM matters); quick and responsive to public need and emergency.
- » Well-funded – City Commission provides active supports facilities and the best equipment.
- » Dedication & kindness to residents and neighbors during accidents.
- » Invited FD to our building and they were very responsive.
- » They responded kindly to a mix-up with constant false fire alarms; very respectful.
- » We have the best fire rating a community can get. We all benefit from the well-funded dept. We never say we are an ISO1 when out in the community.
- » Fire Marshal interactions & communication is excellent and professional.
- » The OFM is thorough, excellent, and never rude. Just need more education and communication.
- » “A” rating – CPR, Babysitting class.
- » They go above and beyond; Sacrifice staffing for public image and training.
- » All were at the St. Patrick’s Day Parade. I think they try to make their way around the city.
- » Overall great presence. Good to see them at Publix, on Park Avenue, etc. – overall, in surprisingly good shape. Shows pride in what they do.
- » Community has a high level of appreciation for the FD; Close-knit – like family; They do community & family events.
- » Cutting edge, well-trained; They care about the community – during Hurricane Irma brought oxygen to an elderly man.
- » Good social media – not sure how many know how to access; used to provide public education.
- » Safety conscience – do things the right way.
- » Highly regarded; Professionalism – act & look the part; tough to find something wrong.
- » Strong presence in community when not on calls; Always “high & tight”; encouraging.
- » FD and PD are the heartbeat of the city; Compliments from transport patients at the ER.
- » Retention and growth within the department – Keep things fresh.
- » Strong leadership level – leaders represent the department well; they have a good reputation and strong talent.
- » Personal development and opportunity for promotions; Employee retention and positive work environment.
- » I (partner) feel they help us more than we help them due to scheduling/staffing levels.
- » Never seen a department clean up after fires like WPFd – they extract the water and have even cleaned up bloody floors.
- » FD is the most professional; can always count on them; After dumpster fire, crew took opportunity to interact with children.



Focus Group Feedback

SWOTS Breakdown » Things to Improve

- » Communicate what the rules are (FM) more like we're working together, like a partnership.
- » Lack of communication within the city between fires/runs [building & permitting, public works, etc.].
- » Good social media – unsure how many know how to access.
- » More communication/drills with schools regarding active shooter, etc.
- » Ongoing communication and training with Dispatch; building relationships.
- » Accountability – people lose or damage equipment without repercussion.
- » Retention and growth within the department – keep things fresh.
- » Succession planning - officer development.
- » Technology – station alerting and reporting systems.
- » Broken or not fixed equipment not being documented, addressed quickly or at all – compromises safety.
- » Lead partnership with code & building enforcement – eliminate smokestacks.
- » Good use of OT for events. Staffing not to effect daily operations – difficult to get people to staff off-duty events. Scheduling events in advance.
- » Pre-fire planning – we need a better program.
- » The fire operations and OFM reporting systems are not compatible.
- » Administrative onboarding needs more time and more hands on to learn systems and process.
- » There appears to be a disconnect between us and them– teach leaders or provide the “why” changes are made and help everyone understand and get on board; eliminate room for speculation.
- » Feels like a disconnect between FM and Fire Operations/Rescue.
- » Need our leaders to be led and directed so they can lead and direct us.
- » Monthly internal communications/ presentations on goals and objectives .
- » Pump Operations – Need more education between major events to review what worked and what could be improved, annual education and formal process; would like a pump-ops refresher.
- » At one point we had a community paramedic. That was a benefit to the community.
- » Pay for Performance – ranking, measuring results, minimum standards, fair pay and promotions.
- » Personal development – lack of experience; aspiring officers; open to whole department; quarterly meetings with lieutenant; provide a mentor program.
- » FD dedicated dispatcher to prevent call delays; Dispatch under police – fire feels secondary.
- » Building department could benefit from Fire Marshal training.
- » Fire extinguisher training – how to use, when to replace, etc.
- » Need to use like or common language (FM) so we're all speaking on the same levels/terms with residents & businesses.
- » Suggest all department heads get together once a week to discuss level of service provided and how ensure consistency.
- » Lack of education and coordination between PD and FD at scenes; prevent getting in each other's way or damaging each other's scenes/evidence.
- » Suggest ride-alongs to help with understanding between police, nurses, dispatch, and others.
- » More reserve units & resources needed – personnel in the field could reduce response times.
- » Incentivize for consistently going above and beyond the call of duty.
- » Good bargaining unit but can also be a hinderance.
- » Need to post pictures about what we're doing, when we're doing it, and show pride in all we do.



Focus Group Feedback

SWOTS Breakdown » Opportunities

- » Better commitment to support events; Community event pay to allow them to attend and stay present.
- » Citizens Fire Academy.
- » Quarterly coffee with the captain at the stations; Semi-Annual coffee with the Chief.
- » Communicate to all the importance of the 5-year Strategic Plan.
- » Communicate what you have at your disposal regarding the "cool and fun" toys.
- » Communication is infrequent – help us feel like part of the department – share department goals so we can contribute and feel ownership.
- » Continue to encourage critical thinking and keep lines of communication open.
- » Would like to see Department updates via email.
- » Communicate using Email & Facebook; Email list - Neighborhood watch email.
- » Emails – allow for opt-in from website; monthly.
- » EMS training – More of it, schedule in advance.
- » Every two weeks via email, tell us about training classes in advance.
- » Family Fun Days at the stations for employees.
- » Give time for messages to circulate – can't send out something that's "due" in 2 days and expect all to get it on time.
- » Have roundtable roadblock remover sessions.
- » Quarterly info on how the department handles domestic threats and how it wants the community to respond.
- » Not the Chief's job to make staff happy. Needs to be able to rely on his leaders to communicate better and create steps to help them get there.
- » More safety – better education.
- » More time spent at the schools and businesses with large employee base to educate on emergencies – quarterly.



- » Mutual training with Public Works.
- » Need to communicate the appropriate way to open and close hydrants so they don't compromise water pressure and pipe system. They need to open slowly and close slowly but that doesn't happen.
- » Newsletter – monthly; ability to sign up via website.
- » Once a year co-training with ER staff.
- » One thing I'd like to see them do is familiarize people with the FD – stop at the little league game – let them talk to the people they serve.
- » Openly communicate the Strategic Plan and progress/impact.
- » There are a lot of other programs WPFD is charged with in addition to fire – what are they?
- » Provide OFM where we are going – overall scope and vision and connectivity to others .
- » Conduct quarterly feedback sessions [like this focus group].
- » Remodel all stations – build gear rooms.
- » Siren system – not sure what it's for or action to take should it go off - inform public.
- » Quarterly smoke detector/carbon dioxide program and training.
- » State of the Department - annually.
- » Suggest expanding training to internal and external resources.
- » Talk to the landlords about fire codes. Provide information in a newsletter when code changes.



Focus Group Feedback

SWOTS Breakdown » Opportunities [continued]

- » Annually provide a scorecard or report card; brag about ratings and benefits to the community.
- » Taken out of service is a limitation - need more staff when resources are diverted.
- » Use eTVs more widely; great idea for downstairs – how can WPPFD contribute?
- » Utilize a mentor program to help disseminate information and develop others.
- » A partnership with training in Emergency Rooms.
- » We see visits from them 2x a year for school evaluations. Good career choice – Do kids down the line know this is an option for a career?
- » Move in the same direction with consistency.
- » What is our identity with the new leadership – what is our story?



SWOTS Breakdown » Threats

- » Bicycle helmets and lockbox program – in the event of calls, they can get in WPPD Programs.
- » All stations retrofitted to today's standards.
- » Better at showing community what we do daily that is newsworthy and how we positively impact people/lives [for example: EMS saves – nobody really cares about a gas leak].
- » Call volume cannot duplicate experience.
- » Communicate fire code changes to water and other departments – as they occur.
- » Community Trailer to show off Fire-Rescue tools, boast about work, and conduct training/mobile classes.
- » Do not have authority to enforce code at the state level.
- » FD needs better way of sending out info.
- » Fill gaps for key services – Community Liaison – perform wellness checks is this WPPD?
- » Lack of resources, time and money.
- » Need more public education people.
- » Offsite EOC – make it fully functional [including mobile unit].
- » FM has a broad berth when it comes to executing statute. FD needs to figure out how to communicate with building & permitting. It would be a real breakthrough.
- » Opportunity to include programming in utility bill.
- » Our budgets should not be diminished. Must be well-funded and well-trained all the time.
- » Personal development and opportunity for promotions; Employee retention with positive work environment.
- » Personnel contact information – monthly.
- » Pre-review meetings – at least two weeks before.
- » Recorded videos of things we are doing, we've done, key messages – monthly.
- » Retirement & health care.
- » Staffing events with outside units not allowed with city charter.
- » Use of fire alarm for domestic terror attack to evacuate building. Concerned about training and communication on active shooter; trying to schedule training with PD.
- » Need a Civilian Fire Academy.

Focus Group Feedback

SWOTS Breakdown » Unknowns

- » Stop by Little League games and other events while out or coming back from a run.
- » Do tours of our building; communicate to personnel about entrance to use.
- » They should communicate their open houses [someone said they already have it].
- » Need interpretation and communication with building & permitting so we see eye-to-eye. Remove the surprises and be more involved so there are no unexpected fire code violations. Let's meet earlier in the process. We're a small city – it shouldn't be that hard to talk to each other.
- » Work with the schools on recruiting for fire department personnel.
- » Put a work group together to talk about communication.
- » Community leaders rated Domestic Threat and Public Fire/EMS Safety & Education programs over EMS, Fire Suppression & Rescue.
- » Active shooter would be highest priority; school safety inspections & planned training.
- » Take the time to reach out to victims – follow ups/survey.
- » Get another FM to lessen the workload and reach more citizens.
- » Ownership and pride – equipment belongs to all of us – treat it accordingly.
- » Annual testing & driver training to maintain status.
- » Mutual communication and training with water department for trench rescues.
- » Not let the message get diluted or modified based on personal preferences, experiences or beliefs.
- » Students should be training EMS captains.
- » Call the hospital earlier when enroute [10-15 min notice is good target]; allows us to clear beds.
- » Need stronger lines of communication with electric company – calls to the electric call center is great when a powerline is down but the FD leaves before we can get there to ensure the scene is safe.
- » First-aid training – anytime they can offer.
- » Partner with City to offer Citizen CPR classes.
- » Partner Group placed Hazardous Materials Mitigation and Domestic Threat programs above EMS, Rescue and Fire Suppression.
- » Partner group felt the WPPD programs did not include internship programs (Explorer/Citizen Ambassador) and they should.
- » Onsite department training – provide to partners and the community.
- » Staff a third Rescue Unit.
- » Publish first aid kit supply list and best use of what to provide immediate onsite care.
- » Purchase and deploy AED units.
- » Formal Succession and Leadership Development Planning.
- » Bicycle helmets and lockbox program – in the event of calls, they can get in WPPD Programs.
- » CPR for the lay person.
- » Partner – could provide CPR training for them.



Roadblocks, Risks & Mitigation

Identifying roadblocks and risks is a critical step in the goal achievement process. This helps the group get ahead of the issues and take a more proactive approach to resolving or reducing risks to the project.

Key questions the group addressed:

1. What could get in our way during the project or achieving success?
2. What are the potential risks or impacts to the work and outcomes?
3. How can we stop or minimize? Are there some we just need to acknowledge and move on?
4. How will we measure results or impacts to ensure the mitigation plan is working?
5. Are there any strategic shifts we need to make?

Roadblocks

- » Ourselves/egos
- » Time
- » Lack of buy-in
- » Money/budget/economy
- » Disasters [hurricane, pandemic]
- » Unexpected/no internal actions
- » Poor Planning or poor execution
- » Depending on a few to do the work
- » Lack of focus
- » Wrong expectations/outcomes
- » Lack of teamwork
- » Too many take the lead rather than follow
- » Hiring or assigning the right people
- » Being afraid to ask the tough questions
- » Community support or expectations
- » Lack of communication & transparency



Risks

- » Loss of respect, momentum & morale
- » Loss of accreditation & credentials
- » Liability
- » Not achieving goals
- » Consolidation, shutting down stations
- » Loss of funding & reputation
- » Loss of people & confidence

Mitigants

- » Address the plan; keep it active
- » Be informed & keep others informed
- » Flexibility with the Plan & actions taken
- » Have checkpoints along the way
- » This is a process, not a project
- » Stay committed
- » Delegate activities & responsibilities
- » Create a baseline & measure results
- » Celebrate successes big & small

Plan Wrap Up

The Mission, Vision, Purpose and Values are based on input from the community, our partners and department. They are the foundation and guiding principles of this organization. Given our collective talents, skills, knowledge, experience and operating according to our stated values, we will achieve the goals stated in this Strategic Plan. We will demonstrate transparency and frequently communicate so the workforce maybe guided and motivated by the accomplishment of our collective goals, objectives, and day-to-day activities.



Alone we can do so little, together we can do so much.

— Helen Keller

FocalPoint Coach



Pam Hargis, a certified business coach, trainer and speaker, has 30+ years' experience in corporate strategic planning and process development. Her visionary skills develop production efficiencies and strategies that maximize profitability and productivity. Hargis' proven skills defining valuable use of time, developing efficient and cost-effective operations, and increasing profitability through personalized action plans have helped numerous solopreneurs, business owners and employees.

She provides one-on-one coaching, group coaching as well as customized training impacting life/work balance, simplifying operations, and quickly achieving goals and objectives. Her practice focuses on multi-year strategic planning, exit planning, new business start-ups, team engagement and retention, business growth with municipalities, corporations, non-profits, professionals and networking groups.

Pam joined FocalPoint after a successful 36-year career as a Bank of America executive. Heavily involved in the community, she is a leader for Florida4Warriors and IDignity Volusia. She is on several business advisory boards and chambers, and leads an Economic Development Council.

Both Florida natives, Pam and her high school sweetheart, Jim, a retired Sergeant Major, have been married 39 years and have two grown children. A true model of work hard, play hard with work/life balance, she enjoys relaxing on their boat, motorcycle riding, working in the yard, and suspense novels.

pamhargis.focalpointcoaching.com

Fire-Rescue Headquarters

343 West Canton Avenue ■ Winter Park, Florida 32789





City Commission **agenda item**

item type Non-Action Items	meeting date February 24, 2021
prepared by Rene Cranis	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Appointment of Mark VanValkburgh to Code Compliance Board (Commissioner Sullivan)

motion / recommendation

None

background

Mr. VanValkburgh will fill the unexpired term of Mary Sarah Johnson who resigned.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Vanvalkenburgh, Mark.pdf](#)

City Clerk: Citizen Board Application : Entry # 3111**Contact Information****Name**

Mark Van Valkenburgh

Phone

(407) 761-6399

Email

vanvalkenburghmark@gmail.com

Home address

319 Raintree Ct.
Winter Park, Florida 32789
United States
[Map It](#)

Business address

Winter Park, Florida
United States
[Map It](#)

Your Requested Board(s)**Board (First)**

Code Compliance Board

Skills 1

Legal skills and experience, prior experience on Board of Adjustments

Board (Second)

Board of Adjustments

Skills 2

Legal skills and experience, prior experience on Board of Adjustments

Your Requested Commission Member**Option**

I would like my application to be considered by the entire City Commission. I do not have a preference for a specific commission member.

Your Details

Are you a registered voter?

City Clerk: Citizen Board Application : Entry # 3111

Yes

Are you a resident of the city?

Yes

Do you own property in the city?

Yes

Are you employed by the City?

No

May we automatically submit your application when vacancies occur?

Yes

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards?

No

Are you currently serving on a City board(s)?

No

Have you previously served on a City board(s)?

Yes

Please specify which board(s)

- Board of Adjustments

List any other community involvement

Legal Aid Society volunteer for 25 years including current service as a mediator
Grievance Mediation Panel member for The Florida Bar
First Central Florida American Inn of Court (Board Member)
Orange County Bar Association Outstanding Committee Chair
Habitat for Humanity Family Selection Committee member
Easterseals Central Florida Advisory Board member
Winter Park Chamber of Commerce Leadership Program Volunteer of the Year
Winter Park Public Library President of the Board of Trustees
Winter Park Chamber of Commerce Chair of Leadership Winter Park Alumni Association
Board of Adjustments, Winter Park (Vice-Chair)
Charter Review Committee, Winter Park
League of Women Voters Transportation Committee member
All Saints Episcopal Church Teacher, Usher, Member of the Vestry, Outreach Commission Chair
YMCA and ACYS Coach

List any work/career experience

25 years as a lawyer and mediator.



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Rene Cranis	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Approval of the regular meeting minutes of January 27, 2021

motion / recommendation

Approve.

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[0127.21.rs.pdf](#)



City Commission Regular Meeting Minutes

January 27, 2021, Year at 3:30 p.m.

Winter Park Community Center
751 W. New England Avenue | Winter Park, Florida

Present

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

City Manager Randy Knight
City Attorney Kurt Ardaman
City Attorney Dan Langley
City Clerk Rene Cranis
Deputy City Clerk Kim Breland

1) Meeting Called to Order

2) Invocation

Amina Hassan and Maariya Shamsi, Young Muslim Sisters of Central Florida, provided the invocation followed by the Pledge of Allegiance.

3) Approval of Agenda

Mayor Leary advised that Public Hearing Item 11c has been postponed at the request of the applicant.

Motion made by Commissioner DeCiccio to approve the Agenda; seconded by Commissioner Sullivan. Motion carried unanimously with a 5 - 0 vote.

4) Mayor's Report

5) City Manager's Report

6) City Attorney's Report

7) Non-Action Items

8) Citizen Comments - 5 p.m. or soon thereafter

9) Consent Agenda

- a. Approve the minutes of the regular meeting, January 13, 2021
- b. Approve the minutes of the work session, January 14, 2021

- c. Approve Memorandum of Understanding (MOU) between City of Winter Park Fire Department and City of Orlando Fire Department.
- d. Approve the following Piggyback contract:
 - 1. Core & Main, LP - Pinellas County ITB#156-0035-B -Water & Sewer Materials; additional \$750,000 for term.
- e. Approve the following contracts:
 - 1. Windstream Services, LLC - Managed Security Services for City Firewalls; \$35,499.96 for 36-month term.

Motion made by Commissioner DeCiccio to approve the Consent Agenda; seconded by Commissioner Sullivan. There were no public comments. Motion carried with a 4 - 1 vote. Mayor Leary voted no.

10) Action Items Requiring Discussion

- a. March 9, 2021 Election

City Clerk Rene Cranis stated approval is needed on three items relating to the election and a separate action to appoint members of the Canvassing Board.

After discussion on commission availability to sit on the Canvassing Board, this item was re-addressed after Public Hearing Item 11c to allow the City Attorney to review charter requirements for board members.

Motion made by Commissioner Cooper to approve the polling places, authorize the use of the canvassing criteria used by Orange County, and authorize the Supervisor of Elections to open and run all Vote by Mail ballots through the tabulator on March 9 after 9:00 a.m. that are not questionable without obtaining the results until 7:00 p.m.; seconded by Mayor Leary. There were no public comments. Upon a roll call vote, Mayor Leary and Commissioners Sullivan, DeCiccio, and Cooper voted yes. Motion carried with a 4 - 0 vote. Commissioner Weaver was offline at time of vote.

- b. Approval of 2021 State Legislative Priorities

Mr. Knight reviewed the process for review and approval of legislative priorities and next steps.

By consensus the following items were added to the list: internet, tax fairness (protecting small businesses), Sadowski funds be used only for affordable housing programs and state funding for municipal cyber security.

11) Public Hearings

- a. Request of Goodlives, LLC for:

- ORDINANCE 3197-21 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE ELEMENT MAXIMUM HEIGHT MAP (FLUM-1-03) TO ENABLE A THREE-STORY HEIGHT MAXIMUM ON THE PROPERTY AT 301 N NEW YORK AVENUE AND TO AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM A COMMERCIAL FUTURE LAND USE DESIGNATION TO A CENTRAL BUSINESS DISTRICT FUTURE LAND USE DESIGNATION ON THE PROPERTY AT 301 N NEW YORK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (2nd Reading)
- ORDINANCE 3198-21 - AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE COMMERCIAL (C-3) DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON THE PROPERTY LOCATED AT 301 N NEW YORK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd Reading)
- Conditional Use approval to construct a 11, 245 square-foot (14,069 gross square feet including covered parking/front porch/balcony), three-story building at 301 N. New York Avenue with 22 surface parking spaces and four new public parking spaces on New York Avenue. (Approved at 1st reading)

A simultaneous public hearing was held on these requests. The conditional use request was approved at first reading. Attorney Ardaman read the ordinances by title only.

Responding to comments by Commissioner Cooper, Planner Allison McGillis confirmed that the applicant has agreed to provide a six-foot sidewalk along New York and that it will be added as a condition of approval.

Motion made by Commissioner Cooper to adopt the ordinance amending the comprehensive plan; seconded by Commissioner DeCiccio.

Motion made by Commissioner Cooper to adopt the ordinance amending the zoning; seconded by Commissioner DeCiccio.

There were no public comments.

Upon a roll call vote on the ordinance amending the zoning, Mayor Leary and Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes. Motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the ordinance amending the comprehensive plan, Mayor Leary and Commissioners Sullivan, DeCiccio, Cooper and Weaver voted yes. Motion carried unanimously with a 5-0 vote.

- b. Request of Lazarus Development Group, LLC for:
Site plan approval, pursuant to the Commission condition tied to the Lake Killarney Shores replat to construct a new, two-story 4,204 square foot, single-family home located at 520 Country Club Drive on Lake Killarney, zoned R-2.

Mrs. McGillis reviewed this request which is required due a condition of the Lake Killarney shores replat approval. She explained that following Planning and Zoning Board denial of this request in November; however, the applicant met with the adjacent neighbor and submitted new plans. The revised plans were approved by the Planning and Zoning Board in January with two conditions:

1. The applicant will limit the height of the fence between the 85' setback and the lakefront to 4 feet on the south side of their lot,
2. The applicant will install roof drains and underground pipes to convey stormwater down to the swale at the lakefront.

Mrs. McGillis advised that since the Planning and Zoning Board's approval, the applicant and adjacent property owner, David Robold, have reached additional agreements that the applicant will be presenting.

Mr. McGregor Love, attorney representing the applicant, reported on discussions with Mr. Robold and that they have reached additional terms of agreement with Mr. Robold to address his concerns.

Upon questioning by Mayor Leary, Mrs. McGillis advised that staff has not received the additional terms. Mayor Leary expressed his concern moving this forward since staff has not reviewed these terms.

Mr. Love requested approval of the site plan with the following conditions by Planning and Zoning and those verbally agreed to by Mr. Robold:

1. Pool deck will be lowered by approximately 11 inches
2. Underground piping will be installed on the property to ensure that water on the roof of the home goes through gutters and downspouts and travel to the underground piping which will carry the water to the retention area in the back of the property.
3. Fencing adjacent to Mr. Robold's property will not exceed four feet in height above the height of the retaining wall which shall be constructed of concrete block.
4. House has been moved forward five feet per the variance request.

5. Bottom portion of the retention area at rear of the property adjacent to the shores of Lake Killarney will be designed at a height of approximately 84.5 feet, or two feet above the seasonal high-water table of Lake Killarney. The top portion of the retention area will be designed at a height of approximately six inches above the bottom of the retention area. Such design shall be pending review and approval by the City of Winter Park and applicable water management district. In the event that either governing agency denies approval of the same, we will work in good faith toward a mutually agreeable solution with regards to the maximum height of the retention area.
6. Prior to completion of the home, the builder will deliver a maximum of 10 truckloads of fill dirt totaling 100 cubic yards of fill dirt for Mr. Robald to use to increase the grade of his property.
7. The builder will pay for the labor to of installing the fill dirt on Mr. Robold's property.

David Robald, 518 Country Club Drive, stated that he is agreement with Conditions 1, 2, 4. For Condition 3, he requested a height of five feet and for 6 and 7, the agreement was that the builder would be pay for the dirt and sod and labor to install to bring the level his back yard effectively up to the level of this property.

Motion made by Mayor Leary to table this request to February 10, 2021 to allow for staff review; seconded by Commissioner Sullivan. Upon a roll call vote, Mayor Leary and Commissioners Sullivan, DeCiccio and Cooper voted yes. Motion carried with a 4 - 0 vote. Commissioner Weaver was off-line.

- c. Request of the Magruder Eye Institute:

To annex the properties at 279/283 Orange Terrace Drive; 450/460/470 Cambridge Blvd. and 2310 Devon Court and establish Parking Lot (PL) Future Land Sue and Zoning and for Conditional Use approval to build a two-story, 32,000 sq. ft. medical office building on the combined properties including 2245 W. Fairbanks Avenue (1st reading). **Postponed to February 10, 2021 at applicant's request.**

10) Action Items Requiring Discussion (continued)

- b. March 9, 2021 Election

Attorney Ardaman stated the Charter requires appointment of three members of the Commission to the Canvassing Board, allowing the City Clerk to serve as an alternate.

Consensus was to appoint Commissioners Sullivan and Weaver and the City Clerk to the Canvassing Board.

- d. Request of Winter Park Historic Hotels Group for:

- Ordinance to vacate portions of Killarney Drive and Fairview Avenue, and in return, creating open space/park areas. (1st Reading)
- Ordinances amending the Comprehensive Plan Future Land Use policy text to add a new policy for the combine site (Policy 1-J-15), to amend the Zoning Code Commercial (C-3) and Open Space Recreational (PR) text to provide for the allowances above for only this specific property, and to amend the Future Land Use/Zoning Map from Single Family (R-1 A) and Office on 2.09 acres of this site to Commercial (C-3) and 0.88 acres to Open Space Recreational (PR). (1st Reading)
- Approval of a Conditional Use for the specific hotel project of a 5-story, 132-room hotel with associated restaurant, ballroom/meeting space, and 235-space parking garage with one floor of underground parking.

A simultaneous public hearing was held on these requests.

Commissioner Cooper asked that the conditional use request be addressed at second reading. Approved by consensus.

Mayor Leary reviewed procedures for public comment stating time will be extended if needed and after discussion, consensus was to allow city residents, or their representatives, to be heard first.

Attorney Ardaman read the ordinances by title.

Director of Planning and Transportation Bronce Stephenson reviewed the requests relating to the development of the Henderson Hotel including location, layout, building, park area, greenspace, and underground parking. He showed the portion of Killarney Drive proposed to be vacated. He reviewed the Comprehensive Plan policy regarding neighborhood protection and the request to create new policies that would allow this project. The Planning and Zoning Board recommended approval with conditions which will be included in a development agreement.

Responding to questions, Attorney Ardaman and Attorney Dan Langley explained the consequences if the terms of the development agreement are not met and discussion followed on the terms of the agreement.

Rebecca Wilson, attorney representing the applicant, stated that the zoning cannot automatically revert to current zoning due to state requirements that require two readings of ordinances for rezoning property. Additional discussion ensued on the terms of the agreement.

Adam Wonus, representing the applicant, began the applicant's presentation showing the site location, surrounding property/uses and current stormwater conditions. He reviewed the stormwater plans to reduce the impact on the lake and environmental aspects (LEED certification, EV parking). He commented on a traffic study which

concluded that the project will have minimal impact on the area transportation network. He stated there will be no commercial traffic into Killarney neighborhood.

Tim Baker, Baker Barrios Architects, showed a video of renderings of the proposed hotel and provided architectural history of hotels in Winter Park. He summarized the details on the hotel, rooms, ballroom, restaurant and bar, underground parking, FAR, building height, setbacks, open space and park.

Mark Israel, Universal Engineering Sciences, geotechnical engineer for the project, provided details on key points of their report: temporary dewatering subject to mandated permitting, groundwater filtration on site before being released and no increased risk of subsidence or sinkhole development. He reviewed the construction process for the underground parking garage and stormwater improvements with installation of a baffle box and exfiltration system for the hotel property.

Mrs. Wilson reviewed current and requested comp plan and zoning. She stated that this project will create open space to lake that will permanently end the encroachment into the area. The applicant is requesting comp plan policy amendments for specific properties within the project relating to open space, maximum ISR, FAR and building height, setbacks and dedication of a public park. She reviewed the terms of developer's agreement. She presented slides showing the bollards preventing cut-through traffic and that the hotel site is excluded from the neighborhood. She feels this project is furthering the policy to protect the Killarney neighborhood by giving the neighborhood a park. She cited policy outlining criteria for managing encroachment into established residential neighborhoods, which she feels the applicant has met. She commented on community outreach efforts and letters of support. She closed by citing the benefits to the community and Killarney neighborhood and responded to questions.

Representatives of the applicant responded to questions regarding the function of the baffle box, water holding and pumping, noise from mechanical equipment, underground parking design and construction.

Mayor Leary declared a recess at 5:55 and reconvened the meeting at 6:15 p.m.

8) Citizen Comments - 5 p.m. or soon thereafter

There were no citizen comments.

Continuation of Public Hearing Item d, Request of Winter Park Historic Hotels Group

Motion made by Mayor Leary to approve the right-of-way vacation, comp plan amendments and rezoning as presented. Motion failed for lack of second.

Motion made by Commissioner Weaver to deny all requested approvals in connection with the Henderson Hotel project including the ordinance to vacate, ordinance amending the comprehensive plan, ordinance amending zoning code

for a five-story 132-room hotel with associated restaurant, ballroom, meeting space and 235-space parking garage with one floor of underground parking based on the following:

Applicant has failed to meet their burden to show that the requested approvals comply with the City's comprehensive plan including future land use map 1-21 which includes the site which is the location of the requested approvals within planning area J and corresponding future land use policy 1.J.9 mandating that the city preserve and protect single-family land use within the Killarney neighborhood from commercial and office encroachment along with future land use policy 1-5.1.4 which mandates that the city restrict lakefront development to the lowest density residential land uses with corresponding lot coverage and impervious coverage. In addition, the testimony and evidence at the hearing including land use report provided by planning expert, John Smoger, a traffic engineering report provided by traffic engineer Patricia Tice, established that the applicant does not meet the requirements contained in Section 58-86 of the code relating to comprehensive plan amendments and Section 58-89 relating to rezoning including the requirements of consistency with the comprehensive plan and the requirement that only a bonafide owner of the property can apply for rezoning and comprehensive policy plan amendments. The testimony and evidence presented at the hearing further establish that the proposed project does not meet the criteria for rezoning contained in Section 58-89 (5) of the city code including the requirement that the proposed project be compatible with the character of the surrounding area, that the building size, floor area ratio, height mass be compatible and consistent with the scale and character of the immediate neighborhood, that the traffic generated does not degrade the level of service on adjacent roads or intersections or raise traffic hazard and that the peaceful use of adjacent properties, the economy of adjacent business, and the character of the surrounding area not be degraded by the proposed rezoning

Motion seconded by Commissioner Sullivan.

Mrs. Wilson stated this motion is not applicable at this point in this hearing since no evidence has been submitted.

Commissioner Weaver withdrew his motion, accepted by Commissioner Sullivan.

Commissioner Weaver stated that he gave Mr. Smoger's report to the City Clerk.

Mrs. Wilson stated Commissioner Weaver is entering evidence in this hearing, not sitting as a quasi-judicial member taking the evidence and as a result, Commissioner Weaver should not, per law, vote on this matter.

Commissioner Cooper suggested taking a short break to allow Commissioner Weaver to speak with counsel to help him frame his motion.

Attorney Ardaman said that under the assumption that the document submitted by Commissioner Weaver was received by him prior to this hearing, he should disclose ex parte communications prior to the vote, as will each member of the Commission. However, in order to preserve proper forum, he suggested that the commission allow the public to speak and submit evidence and then make a motion(s).

Commissioner Weaver disclosed that the document he submitted was sent to the Mayor and Commissioners and directors. Attorney Ardaman recommended that members disclose receipt of that document as well.

Mayor Leary disclosed that he has had communication with the applicant and their attorney early on and city staff.

Commissioner DeCiccio said she has had communication with almost everyone in the room numerous times including staff.

Commissioner Sullivan said he met with Mr. Wonus and residents, received a written packet from attorney Allison Yurko, and has spoken with applicant representatives, staff and residents by phone, and audited the Planning and Zoning hearing.

Commissioner Cooper said she has communicated with the applicant, staff, residents, and other agencies and professionals.

Commissioner Weaver disclosed he has had communication with the applicant, adjacent property owners and business, professionals, residents and their counsel, city staff and Mr. Ardaman.

Mayor Leary opened the hearing for public comment.

Tom Callan, attorney representing the Dickerson family, 1330 Fairview Avenue, said they have met with the applicant many times and have been able to reach agreement on their concerns and outlined the terms of agreement regarding the mass and intensity of the hotel, underground parking, through traffic, and the park on the east side of the Dickerson's property.

Alison Yurko, attorney representing the Cunningham family, submitted into the record a copy of her presentation, reports from Patricia Tice and John Smoger, the application, Wellness Center sub policy area, and prior correspondence to the Planning and Zoning Board. She reviewed the reasons for opposition to this request citing inconsistencies

with the Comprehensive Plan and conflicts with existing codes and stated the developer cannot show that the zoning and land use meet criteria for approval.

John Smoger, Smoger Consulting Services, was available to answer questions.

Patricia Tice, 606 Courtlea Cove Avenue, Winter Garden, principal of Crews, LLC, commented on Kimley Horn's traffic study and the increased traffic due to the restaurant capacity and number of rooms and events.

The following spoke in favor of this request:

- David McDaniel, 770 Dommerich Drive, Maitland (former owner, 250 Killarney Dr.)
- Brittany Pilcher, 969 Bungalow Avenue
- Matt Certo, 1649 Magnolia Avenue
- Tim Dwyer, 315 E. New England Avenue
- Barry and Donna Bender, 2630 Via Tuscany
- Douglas Marks, 1500 Lake Knowles Circle
- Peter Shipp, 2048 Albert Lee Parkway
- Theresa Smith-Levin, 2529 Modac Trail
- Jim Ford, 1310 Aloma Avenue
- Amy McKenna, 1643 Elizabeths Walk
- Christopher Wideman, 1551 Harris Circle
- Danny Williams, 233 W. Park Avenue
- Ryan Paul, 1279 Michigan Avenue
- Sydney Rossman-Reich, 1279 Michigan Avenue, (involved in Henderson Hotel)
- Angie Strasberg, 2146 Lake Drive
- Joseph Linartas, 1310 Fairview Avenue
- Paul Bryan, 544 N. Knowles Avenue
- Kenneth Polsinelli, 1701 Spruce Avenue
- Chris Hurn, 622 Country Club Drive
- Kimberly Woodham 1321 Fairview Avenue
- Jessica Reuss, 476 Sylvan Drive
- Scott Bunkers, 227 S. Orlando Avenue
- Stephanie Hill, 324 N. Interlachen Avenue
- Michael Carolan, 2312 Randall
- Bobby Palton, 1917 Hammerlin Avenue
- Carl Creasman, 2013 Kimbrace Place
- Julie Von Weller, Williams Drive
- Walter Benenati, 1857 Harland Park Drive
- Howard Tooley, 1317 Dallas Avenue
- David Sutphin, 350 Killarney Drive
- Ryan Rhyce, 440 Shoreview Avenue

- Brian Grandstaff, 921 Osceola Avenue
- Joe Dear, 309 Salvador Square
- Joe Shuemann, 1150 S. Orlando Avenue
- Damien Madsen, 350 Kings Way
- Matthew Cavanaugh, 1000 Holt Avenue
- Paul Twyford, Winter Park Distillery Co., 1288 Orange Avenue
- Kristy Walson, 1023 Golfview Street, Orlando
- David Brenner, 1834 Killarney Drive
- Nicole Dupre, 101 Lake Avenue, Orlando
- James Grynevich, 1011 Delridge Avenue, Orlando
- Israel Erazo, 3664 N. Goldenrod Road
- Jeff Singletary, 119 Raymond Oaks Court, Altamonte Springs
- Calvin Hare, 2072 Lake Drive
- Jessica Foster, 3624 N. Goldenrod Road
- Chris Evans, 637 W. King Street, Orlando
- Betsy Eckbert, President and CEO, Winter Park Chamber of Commerce

The following spoke in opposition to this request:

- James Cunningham, 251 Rippling Lane
- Mary Black, 1334 Dallas Avenue
- Glenn Viers, attorney representing Hillstone Restaurant
- Connie Brashear, Pillar Engineering Services, engineer for Hillstone Restaurant
- Nort Northam, 120 Broadview Avenue
- Jeanne Wall, 2110 Lake Drive (submitted binder of letters in opposition)
- Lisa Waddington, 411 Kilshore Lane
- Bill Voecks, 2096 Lake Drive
- Carolyn Minear, 430 Killarney Drive
- Bart Johnson, 1214 Turner Road
- Beth Hall, 516 Sylvan Drive (submitted Affidavit on defects of public notice)
- Leon Huffman, 350 Ololu Drive
- Roger Wall, 2110 Lake Drive
- Conrad Necrason, 2130 Lake Drive
- John Mitchell, 145 Killarney Drive

Mrs. Wilson commented on the support presented in this meeting which speaks to the desire to find a way to move forward to protect and improve this neighborhood and provide an opportunity for an appropriately scaled hotel. She requested first reading on the ordinances and bring back the conditional use permit and developer's agreement with the following changes:

- Eliminate fifth floor of hotel building so it is now four stories. (45 feet plus the parapet with architectural embellishments.
- Rooftop pool would remain.
- Eliminate the ballroom and limit that area to two stories with hotel rooms and no more than 3,000 square feet of meeting space.
- Reduce overall number of hotel rooms from 132 rooms to no more than 120 rooms
- Eliminate underground parking under the park parcel
- Eliminate surface parking on the park parcel.
- Provide an easement to be Dickersons (1300 Fairview Avenue) and McDaniel (300 Killarney Drive) over the portion of Fairview Avenue that is vacated for a private driveway which will have grass pavers (at hotel owner's expense)
- Continuation of wall that is being constructed on the Palm Hill development along the shared boundary of the park parcel and the adjoining residential property to terminate 10 feet from the street per request by neighbor.

Mayor Leary thanked the applicant and his team for their efforts and work with the neighbors during this process.

Mrs. Wilson responded to questions by Commissioner Cooper relating to the zoning ordinance and the rezoning of Fairview Avenue (requested to be vacated). She said she is not prepared to agree to language in the developer's agreement but expressed a willingness to work with staff on language where the right-of-way would revert to the city if the hotel use ends.

Commissioner Cooper said she believes that it is not necessary to vacate Fairview Avenue if the community does not want the park which she feels is an extension of the hotel, not for the benefit of the community. Mrs. Wilson said the applicant is willing to work with the city and the neighborhood to make it a community park.

Commissioner Cooper commended Mr. Wonus and his team on his cooperation through this process and said she feels it would be beneficial to have hotel in the city but at a proper scale and location. She spoke on the need for compatibility with the surrounding area and the need for a smooth and orderly transition to residential uses.

Commissioner Weaver thanked Mr. Wonus and his team for their work. He gave a presentation on Comprehensive Plan policies that protect residential neighborhoods from office/commercial encroachment and zoning code requirements for C-3 zoning. He reviewed the health of Lake Killarney, impact of the underground parking garage and existing conditions of area properties including the properties owned by the applicant.

Commissioner DeCiccio commented on the improvements needed in the area. She said she would love to see a hotel on this site but not large scale with a ballroom and 225-

seat restaurant which will create a traffic nightmare. She feels the compromise proposal is a step in the right direction but she cannot vote until she sees the plans and suggested tabling this for two weeks.

Mayor Leary said he feels tabling only prolongs this process and would prefer moving forward with revised plans for consideration at second reading.

Mrs. Wilson stated that if this is tabled, the project would not move forward. She said she would like the support of the commission for first reading before investing additional funds on revising a plan.

Commissioner Cooper commented on the need to revise the ordinances and said the commission should vote on ordinances that reflect what is being voted on. Attorney Ardaman explained the process for approving ordinances conditioned upon revisions.

Commissioner Weaver said he cannot support or tabling or moving forward.

Commissioner Sullivan said he feels the hotel is grand and complimentary to Alford Inn but is not in right location. He stated that the Comp Plan changes required for this project are contrary to the intent of the Comp Plan and the extensive conditional use conditions negates other Comp Plan policies. He spoke on the e-mails received regarding the need to clean up the area and said that if this project does not move forward, he will advocate for the City to address and improve existing conditions. He said the revised plans do not afford residential protection of the Comp Plan. He presented a neighborhood map showing support and opposition to the hotel and those neither in support or opposition.

Mayor Leary noted Mrs. Wilson's objection to the map due to inaccuracies.

Commissioner Sullivan stated the map indicates the neighborhood's position that the hotel is not in their best interest. He closed by stating that this hotel, even with the revisions, is not suitable in this location adjacent to a residential area.

Motion made by Mayor Leary to approve the request for right-of-way vacation, Comprehensive Plan amendments and rezoning as presented with modifications presented by the applicant:

- **Eliminate fifth floor of hotel building so it is now four stories.**
- **Rooftop pool would remain.**
- **Eliminate ballroom and limit that area to two stories with hotel rooms and no more than 3,000 square feet of meeting space.**
- **Overall number of hotel rooms will be reduced from 132 rooms to no more than 120 rooms.**
- **Eliminate underground parking under the park parcel**
- **Eliminate surface parking on the park parcel.**

- **Provide an easement to the Dickersons (1300 Fairview Avenue) and Matt McDaniel (300 Killarney Drive) over the portion of Fairview Avenue that is vacated for a private driveway which will have grass pavers (at hotel owner's expense)**
- **Continuation of wall that is being constructed on the Palm Hill development along the shared boundary of the park parcel and the adjoining residential property to terminate 10 feet from the street per request by neighbor.**

Motion failed for lack of second.

Motion made by Commissioner Sullivan to deny the request to vacate the property; seconded by Commissioner Weaver.

Motion made by Commissioner Sullivan to deny the request for Comprehensive Plan amendments, seconded by Commissioner Weaver.

Attorney Ardaman pointed out that if the motions to deny pass, there is no need to vote on the request for rezoning and conditional use.

Mrs. Wilson withdrew all applications.

- e. Ordinance - Vacating utility easement to establish additional Palm Cemetery spaces - Tantum Avenue (First Reading)

Attorney Ardaman read the ordinance by title.

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

12) City Commission Reports

Commissioner Sullivan

Stated this is his last in-person meeting until the pandemic passes.

Commissioner Cooper

Said she received numerous requests from businesses to stop closing Park Avenue and suggested that the city stop closing Park Avenue. Mayor Leary suggested that it could be closed in the evening, but not during the day.

Assistant City Manager Michelle Neuner stated this will be discussed in the Economic Development Task Force meeting on February 2. Consensus was to authorize the City Manager to discuss with members of the Commission and make the decision on cancelling the events associated with closure of Park Avenue.

13) Summary of Meeting Actions

No summary.

Mayor Leary adjourned the meeting at 11:46 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Rene Cranis	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Approval of the special meeting minutes of February 11, 2021

motion / recommendation

Approve.

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[021121.sm.pdf](#)



City Commission Special Meeting Minutes

February 11, 2021 at 1:00 p.m.

Winter Park Community Center
721 W. New England Avenue | Winter Park, Florida

Present

Commissioner Marty Sullivan
Commissioner Sheila DeCiccio
Commissioner Todd Weaver
Commissioner Carolyn Cooper (joined at 1:25)

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

Absent

Mayor Steve Leary

1) Meeting Called to Order

Mr. Knight opened the meeting. Commissioner Weaver chaired the meeting.

2) Approval of Agenda

3) Citizen Comments (items not on the agenda)

Citizen comments were heard after Commission opening remarks.

4) Action Items Requiring Discussion

Discuss accusations made in the Chamber of Commerce mayoral candidate debate on Friday, February 5th, and take action as deemed appropriate.

Commissioner DeCiccio stated the reason for this meeting is to address what she feels was an improper question presented during the Mayoral debate (held by the Chamber of Commerce in conjunction with The Mayflower) that commissioners "blatantly colluded" to oppose the Henderson Hotel. She stated the video of the debate is being aired daily at the Mayflower. She feels the question, submitted by an audience member and reviewed and approved by the Chamber, was loaded with false and inappropriate implications and should not be allowed in a political debate. She said she has not heard the Chamber take responsibility or apologize for allowing the question nor has anything been done to stop the video from playing at the Mayflower. She said it is not collusion

when doing research, meeting with residents and staff and taking notes in preparation for a commission meeting and making an informed decision. The question is whether the Chamber's role is to represent all the interests of Winter Park or has it become a lobbyist for developers and special interests, as she believes was done in the matter of the Henderson Hotel and the OAO. If Chamber is a lobbyist, then the relationship between the City and Chamber must change. To move past this, the Chamber should take responsibility and apologize to the commissioners and the city.

Commissioner Sullivan acknowledged the disappointment of many that Henderson Hotel was not approved and that the Chamber lobbied for the project. He stated that the number of residents opposing the hotel exceeded number in favor. He said the Chamber's disappointment in the "loss" of the hotel was reflected in the statement of the allegation. He cited the definition of collusion as said the statement was slanderous and an attack on his integrity. He asked that the Chamber take appropriate action to minimize the damage they have caused and expressed his hope to begin a dialogue to achieve an understanding and respect of each other's roles, objectives and priorities.

Commissioner Weaver expressed his concern that Chamber staff approved the question and is disturbed by the accusation. He said he would like to rectify the relationship. He commented on the Chamber's support of the hotel project that needed many deviations from the approved comp plan. He noted several projects approved during his tenure on the commission that required variances, rezoning or comp plan changes and commented on changes that were needed for the hotel project. He said he would like some interaction with the Chamber so he can understand its mission.

3) Citizen Comments (items not on the agenda)

Alex Payne, 420 Cambridge Blvd., as a nearby resident of the proposed Magruder facility, said he has talked to members of the Commission regarding the hotel project which shows that the commissioners are doing their job by preparing to act on request coming before the commission.

4) Action Items Requiring Discussion (continued)

Mary Black, 134 Dallas Avenue, spoke in support of the commissioners did their research and due diligence before making a decision on the Henderson Hotel. She feels the Chamber has betrayed the city's trust with the inappropriate and malicious question and the city should censure the Chamber and discontinue its relationship with the Chamber.

Commissioner Cooper joined the meeting at 1:25 p.m.

Nancy Shutts, 2010 Brandywine Drive, said she understands the commissioner's feeling of being attacked but feels the relationship with Chamber is critical to Winter Park and urged everyone to do what needs to be done to move on with business of the city.

Beth Hall, 516 Sylvan Drive, said she feels the Chamber owes the community, candidates and the commission an apology for maligning the commissioners.

Gigi Papa, 140 Hibiscus Avenue, questioned why this is so important to call a special meeting given the cancellation of the regular meeting on February 10th. She expressed her concern about commission members' open endorsement of candidate and feels sitting commissioners should not publicly support a candidate.

Frank Hamner, 1011 N. Wymore Road, said he feels this meeting is an abuse of power and that the publication of Chamber's lease appears to be an open threat in reaction to the question and attempt to quash free speech.

Bonnie Hansen, 400 Kilshore Lane, voiced her support of the commission.

Kim Woodham, 1321 Fairview Avenue, owner of three properties included in the Henderson Hotel plan, spoke on commissioners contact with residents on the project. She commented on the barriers that were placed on streets that exclude her from the Killarney neighborhood. She asked that the barriers be removed.

Bill Heagy, 2017 Howard Drive, said the Henderson Hotel is not the issue and that he is offended by the appearance of punitive attempts to quash freedom of speech by publishing the Chamber's lease. He said he feels the Commission should apologize for calling this meeting and abusing its power. He urged moving on to city business and let the voters choose their candidate.

Mark Michel, 275 E. Webster Avenue, said the commission has the responsibility to protect freedom of speech and everyone should be treated fairly and allowed to speak.

Bill Swartz, 2020 Taylor Avenue, commented on the need to move on and return to working on the issues that are important to everyone. He feels that the Chamber should focus on promoting local businesses not promote development.

Paul Twyford, 1288 Orange Avenue, said he believes the city is better if there is mutual support between the city and the Chamber and urged both parties to work toward a mutually agreeable path forward that benefits residents and businesses.

Commissioner Cooper said that this has damaged the Chamber/City relationship and is bad for the community. She believes that we need to return the age of civility and respect on a path that starts with a joint meeting with Chamber Board of Directors in a non-adversarial role and define the partnership. She suggested that the city adopt an

ordinance prohibiting members of the Commission from supporting any candidates and that the Chamber adopt a policy that they will not take a public position on quasi-judicial matters that come before the Commission and that they will remove itself as an organization supporting a candidate

Commissioner Sullivan stated that the accusation of collusion is not protected speech but is slanderous and against the law. He stated that both entities answer to different constituents and as result have different objectives. He stressed the need to come to a common understanding and supported Commissioner Cooper's recommendation for a joint meeting.

Commissioner DeCiccio concurred with Commissioner Sullivan and said she feels there needs to be stricter protocol for taking questions from the audience. She asked for an apology from the Chamber in order to move forward and that the video be removed from the Mayflower.

Commissioner Weaver supported Commissioner Cooper's suggestion as a way of moving toward a resolution. He stated the statement/question was damaging to the city and feels the Chamber should take responsibility and act to correct.

Consensus was to schedule a work session with the Chamber Board of Directors.

Commissioner Sullivan addressed Mrs. Woodham's comments and traffic issues. Consensus was to have staff review and provide recommendations on alternate traffic plans and place on an upcoming agenda.

Commissioner Weaver asked for input on limiting the number of people allowed in meetings allow the public to watch elsewhere in the building. Mr. Knight advised that staff and the city attorney are doing research on limiting in-person participation.

Commissioner Sullivan asked for input the Chamber representatives. Derek Bruce, attorney representing the Chamber, stated that he has advised Chamber representatives not to speak. He said he feels the actual question was legitimate but the issue is in the lead-in to the question. The matter for discussion is whether or not the Chamber should have allowed the question as presented or without the lead-in. He feels it is most important to focus on what the commission, Chamber and residents could do together to make it better. The Chamber looks forward to a discussion on how to move forward productively. He responded to questions and stated that he has not been authorized to issue an apology.

In response to a question by Commissioner Cooper, City Attorney Ardaman cited law regarding defamatory statements and stated individuals have protective rights but cities

and public entities do not have the same protective rights. He suggested proceeding with meeting unless the Chamber's representative states they are unwilling to meet.

Commissioner Weaver said that the Chamber should edit the video to remove the question and attach a public apology since the video cannot be removed from the public domain. Discussion followed on the Commission's request and need for a public apology before moving forward with a joint meeting.

Mr. Knight provided the following summary:

- Schedule a joint work session with Chamber Board of Directors
- Contact Mayflower to remove the video loop of the debate.
- Notify commissioners of any apology, or lack of apology.

The meeting adjourned at 3:08 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Amanda LeBlanc	approved by Jennifer Maier, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the following Piggyback contracts:

item list

1. US Digital Designs, Inc. - League of Oregon Cities - RFP No. 2020 - Public Safety Software Solutions, Data Collection, Storage and Utilization; \$400,000;
2. Electric Supply of Tampa - Gainesville Regional Utilities - 2015-002-A - Wire and Cable; Increase additional \$800,000 for term;
3. Point Blank Enterprises, Inc. - NASPO ValuePoint Master Agreement 164719- Body Armor and Ballistic Resistant Products; \$48,000. Term through November 10, 2022;
4. Selectron Technologies, Inc. - GSA - GS-35F-0315X - Information Technology; \$30,000 for year. Term through April 5, 2026;
5. ABM Industry Groups, LLC - PB20-24 - Janitorial Services & Equipment; \$350,000 for March - September 2021.

motion / recommendation

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

background

A formal solicitation process was conducted by the originating agencies to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Amanda LeBlanc	approved by Jennifer Maier, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the following Formal Solicitation:

item list

1. Traffic Engineering & Management, LLC - IFB17-21 - New York Ave. Signalization Improvements; \$389,045.

motion / recommendation

Commission approve items as presented and authorize Mayor to execute.

background

A formal solicitation was issued to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Amanda LeBlanc	approved by Jennifer Maier, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the following contracts:

item list

1. Zyscovich, Inc. - RFQ3-17C -Continuing Contract for Architectural Services; Renew at \$150,000 for term;
2. Comprehensive Engineering Services - RFQ6-17A - Transportation Planning & Engineering Services; Renew at \$150,000 for term;
3. Kimley-Horn & Associates, Inc. - RFQ6-17B - Transportation Planning & Engineering Services; Renew at \$150,000 for term;
4. Singhofen & Associates, Inc. - RFQ4-17A - Stormwater Management & Design Services; Renew at \$75,000 for term;
5. Geosyntec Consultants - RFQ4-17B - Stormwater Management & Design Services; Renew at \$75,000 for term;
6. Universal Engineering Sciences, Inc. - RFQ10-18A - Geotechnical & Environmental Consulting; Renew at \$50,000 for term;
7. Terracon Consultants, Inc. - RFQ10-18B - Geotechnical & Environmental Consulting; Renew at \$50,000 for term.

motion / recommendation

Commission approve items as presented and authorize Mayor to execute.

background

Formal solicitations were issued to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Amanda LeBlanc	approved by Jennifer Maier, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the following purchases:

item list

1. Core & Main, LLC - Harris SmartWorks Water & Electric Meter Data management System (MDM); \$130,000.

motion / recommendation

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

background

There is a Standardization in place for this system, which is utilized by the Water/Wastewater Department.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Peter Moore	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approval of FY 21 Budget Amendment to Forecasted Revenues

motion / recommendation

Approve the budget amendment.

background

The city finalized budget estimates for the 2021 fiscal year in August of 2020. At the time, vaccine roll-out expectations and economic rebound estimates were anticipated to have a more positive effect on the budget revenue forecasts. Unfortunately it does not appear that the economy will return to "normalcy" before the fiscal year ends on Sep. 30, 2021. Revenues that were hit hard in FY20 and were anticipated to be weak in the first half of FY21, will now likely continue to be weak through the entire budget year. Half-Cent Sales Tax estimates were estimated by the State to fall about 18% over the course of the year, however sales tax figures have stalled out for the last three month's data at about a 30% decline from the same month in the prior year. As international travel is a good barometer for sales tax revenues in Orange County, until foreign tourism returns, it is unlikely that sales taxes will jump significantly. The city's Parks rental facilities and event related revenues are also expected to take a prolonged reduction as customers have not returned to meeting in groups and even though there may start to be an uptick in the late summer months as vaccine adoption improves health statistics, it is unlikely that major trend changing activity will occur. Other revenues such as Franchise Fees and Fines and Forfeitures will see modest declines.

It is not all bad economic news. As people look for safe activities, they are turning to outdoor sport. Golf and Tennis revenues are far above budget and are offsetting any weakness in programmatic revenues. State estimated Communications Services Taxes are trending higher than originally estimated, and cemetery sales are higher than budgeted.

As property tax revenue is collected and remitted based on assessments, no change in

revenue collection is expected here. Building and Permitting activity is currently holding within budget, granted it was estimated based on a 20% reduction to begin with. Like in past years, single large permit projects will determine whether or not this revenue source stays in budget. At this time there is no indication that an amendment needs to be made to this revenue source.

Overall the combined revenue amendments will result in \$634k fewer dollars in the General Fund. Staff is recommending that the contingency dollars set aside in the budget for just this occasion, be used to offset the bulk of this reduction. That will leave approximately \$79k in additional reductions and staff currently estimates that this can be done through general holding of vacant positions on a case-by-case basis for the rest of this fiscal year without any major adverse effect on operations.

Staff continues to monitor the revenue situation on a consistent basis. This amendment largely assumes that there will be no change in financial trend for the remainder of this budget year regarding the economically sensitive revenues hurt by the pandemic. If there is a significant improvement in health outcomes, then it is possible that future upward revisions could be in order, but in a year that has seen a lot of surprises, this seems to be the most prudent path at this time.

alternatives / other considerations

Timely revenues amendments are important to manage spending expectations in the budget.

fiscal impact

This amendment will reduce General Fund revenues by \$634k making various reductions to the revenues listed in the summary attachment to this item. This represents about a 1% change to the overall budget. This will remove the General Contingency of \$555k, and add about \$79k to expected vacant/gapped position savings.

The following table provides a summary of changes by revenue category.

Category	Amount	Description
Improving	-289,000.00	Athletic Programs, Tennis, Golf
	-80,000.00	Communications Services Tax
	-50,000.00	General Charges for Services excluding Parks and Rental
	-9,000.00	Local Option and Utility Taxes
No Adj	0.00	Building and Permitting Fees
	0.00	Ad Valorem Property Taxes
	10,000.00	Other Rev
	30,000.00	Fines and Forfeiture

Declining	60,000.00	Franchise Fees and other fees
	239,000.00	Rental Facilities and Events
	723,000.00	Intergov't Revenues (sales tax)
Net Effect	634,000.00	Total Estimated Decline in GF Revenues

ATTACHMENTS:

[Budget Amendments Sheet - Commission 2-10-21 - Revenue Amendment 1.pdf](#)

Exhibit A

Budget Amendments Requiring Commission Approval

Fiscal Year 2020 - 2021

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
FY 21 General Fund Revenue Forecast Revision	\$ (555,016)		Various Revenue Sources (See Attached)	0019200 - 599410 0019200 - 599414	General Fund Contingency (Gen. Contingency and Commuter Rail Set-Aside)	Reductions in expected General Fund revenues due to continued softness in a number of sources due to the pandemic (predominately the half-cent sales tax, Facility and Event Rentals, Franchise Fees). This adjustment removes approximately 1% from the original budget estimate for FY 21 by reducing Contingency to zero and continuing to save dollars on vacant positions by holding them open longer.	Pending
	\$ (78,984)			0019200 - 599412	Frozen and Gapped Positions		

Org	Object	Description	2021 Original Budget	Variance	2021 Revised Budget
0010312	312410	LOCAL OPTION GAS TAX	-909,717	60,000	-849,717
0010314	314100	UTILITY SERVICE TAX - ELCTRCTY	-3,564,387	-115,000	-3,679,387
0010314	314300	UTILITY SERVICE TAX - WATER	-909,743	36,000	-873,743
0010314	314400	UTILITY SERVICE TAX - GAS	-78,991	10,000	-68,991
0010315	315000	COMMUNICATION SERVICES TAX	-1,618,998	-80,000	-1,698,998
0010323	323100	FRANCHISE FEES - ELECTRICITY	-257,199	-10,000	-267,199
0010323	323400	FRANCHISE FEES - GAS - 6%	-90,000	30,000	-60,000
0010323	323700	FRANCHISE FEES - SOLID WASTE	-441,263	20,000	-421,263
0010323	323910	FRANCHISE FEES - SCENIC BOAT T	-48,658	20,000	-28,658
0010335	335122	ST REV SHAR-MUNPL REV SHARE-MF	-383,014	60,000	-323,014
0010335	335150	ST REV SHAR-ALCOHOL BV LIC TX	-64,800	15,000	-49,800
0010335	335180	ST REV SHAR-1/2 CENT SALES TAX	-4,317,008	700,000	-3,617,008
0010335	335491	ST REV SHAR-FDOT LGHTS&TCD MT	-120,000	-40,000	-160,000
0010338	338220	COUNTY-MBI TASK FORCE	0	-12,000	-12,000
0010341	341930	OTH GEN GOV-ROW PERMIT FEES	-75,000	15,000	-60,000
0010341	341935	OTH GEN GOV-BLOCK STREET/SW FE	-18,000	-15,000	-33,000
0010342	342201	FIRE-SPECIAL DETAIL	-24,500	10,000	-14,500
0010342	342204	FIRE-PLAN REVIEW	-63,750	-20,000	-83,750
0010343	343801	CEMETERY-OPEN AND CLOSE	-78,750	-30,000	-108,750
0010343	343901	OTH CHG PHYS-LOT CLEARING	-6,000	-10,000	-16,000
0010347	347210	PARKS-PROGRAM ACTIVITY FEES	-130,500	25,000	-105,500
0010347	347230	PARKS-GOLF GREEN FEES	-468,000	-150,000	-618,000
0010347	347232	PARKS-GOLF CART FEES	-58,500	-15,000	-73,500
0010347	347234	PARKS-PRO SHOP MERCHANDSE SALE	-67,500	-50,000	-117,500
0010347	347242	PARKS-POOL-COMMUNITY CENTER	-69,300	15,000	-54,300
0010347	347301	PARK-TENNIS COURT FEES	-67,500	-10,000	-77,500
0010347	347306	PARK-TENNIS CONTRACTED SVCS	-324,000	-104,000	-428,000
0010347	347421	SP EVNTS-SIDEWALK ART FESTIVAL	-49,000	49,000	0
0010347	347515	REC FAC-RENT SHOWALTER FIELD	-117,000	-20,000	-137,000
0010347	347591	REC FAC-RENT COMM CENTER	-238,500	110,000	-128,500
0010347	347593	REC FAC-RENT AZALEA LANE	-18,000	15,000	-3,000
0010347	347594	REC FAC-RENT GOLF CLUB HOUSE	-45,000	25,000	-20,000
0010347	347597	REC FAC-RENT FARMERS MARKET	-193,500	60,000	-133,500
0010351	351101	FINES-TRAFFIC CITATIONS	-80,755	10,000	-70,755
0010354	354101	LCL ORD-PARKING TICKETS	-51,160	20,000	-31,160
0010362	362300	RENT-FARMERS MARKET	-90,000	10,000	-80,000
Totals			-64,067,020	634,000	-63,433,020

Revenues are depicted as negative numbers. Adjustment that are positive reflect a declining revenue expectation.



City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Dan Hagedorn	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective The community's risk and response needs are met by the agency's fire suppression, EMS, technical rescue and hazardous materials capabilities.	

subject

Approval of Winter Park Fire-Rescue Community Risk Assessment and Standard of Response Coverage 2021-2025

motion / recommendation

Approval

background

As part of WPF's on going accreditation process the agency has revised its assessment of all risks and hazards within the City of Winter Park. The document qualifies and quantifies all risks and corresponding needs to mitigate by the agency. Based on the assessed risk(s) of fire, medical emergencies, technical rescue and hazardous materials incidents the agency has prescribed its needs against industry best practices. Response and staffing levels have not changed from previous editions. The previous risk assessment was for the period of CY 2011-2015. This assessment is for CY 2016-2020.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[WPF Standard of Cover 2021.pdf](#)

CITY OF WINTER PARK FIRE-RESCUE



2021

COMMUNITY RISK ASSESSMENT Standards of Cover

City of Winter Park Fire Rescue

Winter Park, Florida

Community Risk Assessment and Standards of Cover

Randy B. Knight, City Manager

Dan Hagedorn, Fire Chief

Ronald B. Phillips - Accreditation Manager

Fifth Edition

January 2021

Revisions:

First Edition - January 2001

Second Edition – January 2006

Third Edition – January 2011

Fourth Edition – January 2016

Fifth Edition -- January 2021

Introduction

The Commission on Fire Accreditation International (CFAI) defines the Standards of Cover for a fire department as being those “adopted written policies and procedures that determine the distribution, concentration and reliability of fixed and mobile response forces for fire, emergency medical services, hazardous materials and other technical types of response” (CFAI, 2015).

For decades, there have been numerous attempts to create a common “standard” for the services provided by firefighters and paramedics without gaining any real national consensus. However, over the past several decades industry standards have been adopted, namely by the National Fire Protection Association (NFPA), which created a consensus standard for the staffing of fire and medical response apparatus in a community. While the benchmarks found in NFPA Standard 1710 are slowly taking hold, many fire chiefs remain skeptical of its need. Some communities have adopted portions of these staffing and response mandates but few communities have the ability to completely comply.

For a local government to have confidence that their fire and emergency services are meeting the needs of the community a complete assessment of the risk must be honestly applied. The application of a tested risk assessment models allow fire chiefs and their elected leaders the ability to make educated decisions on the level of emergency services they desire.

Due to the limited amount of resources available to respond to the vast array of real emergencies, it is best that communities set response standards based on identified risks specific to their area. Fire Chiefs who don’t apply a valid risk assessment model to their communities are not able to adequately educate their community’s leadership of their true needs. At best, they are basing everything from daily staffing to apparatus deployment on guesswork or potentially failed past practices.

The City of Winter Park initiated the community’s first self-assessment process for achieving International Accreditation in 1999. The current fire service accreditation model is supported by the International Associations of Fire Chiefs (IAFC) and the International City / County Managers Association (ICMA) and is awarded by the Commission on Fire Accreditation International (CFAI). As part of the agency self-assessment process, it is paramount that the agency qualify the community mission and vision for services. Therefore, the first comprehensive assessment of risk completed for Winter Park yielded the foundations for the current adopted Standards of Cover (SOC).

In 1999, the developed risk assessment process reviewed each and every property in several key areas of potential risk. One portion of the risk assessment calculated the total square footage for each property which yielded the needed fire flow (water) calculations for 25, 50 and 100 percent of fire involvement of the property. In addition, an assessment was performed on those areas of non-fire related risk as well as hazardous materials and technical rescue situations. While this process was deemed credible at the time, it failed in several ways to completely assess the community’s risk.

On December 12, 2000, the Winter Park City Commission accepted the second edition of the agency's comprehensive Community Risk Assessment and Standard of Response Coverage (SOC). The first SOC served as the basis for decisions involving emergency services delivered by the agency throughout the city. On several occasions the document was utilized in making key community decisions by our elected officials on annexations and development.

In 2003, the agency attempted to implement a packaged community risk assessment program from the United States Fire Administration called RHAVE. Standing for Risk Hazard and Value Evaluation, RHAVE was found to be cumbersome and failed to serve as the "end-all" risk hazard tool for our community. The agency identified several factors which made the application of RHAVE in Winter Park ineffective. First, RHAVE seemed to be built for communities who were more diverse in their makeup. Knowing that Winter Park is mostly comprised of residential neighborhoods, RHAVE's scoring matrix considered the entire community to be of a "moderate risk" with scores between 15 and 39. The agency determined that using RHAVE to modify existing response patterns or zones would not be effective. It was decided that a program which would be easier to manage and could produce accurate and timely data for first responders could be developed from the examples of others.

The current method of assessing community's risk was adapted from a program found in use at the Jacksonville Naval Air Station Fire Department, Jacksonville, Florida (NASJAX). While not as detailed as RHAVE, the current Community Risk Assessment (CRA) program allows fire crews to perform specifically designed "windshield" surveys of each property in the community which points out specific areas of risk. Coupled with several other common assumptions and known facts related to a particular property, a very valid risk assessment is now in place. The current CRA gives first responders the ability to regularly review each property in their Geographical Planning Zones and become familiar with the identified levels of "risk". In addition, it provides the community more than adequate information to maintain the current SOC.

Other tools of risk assessment are applied to the community as well. Each type of service provided is reviewed and a critical tasking measurement of each tactical assignment is developed. The application of pertinent geographical informational system (GIS) data is also used to help determine the best possible deployment of fire and EMS assets throughout the city.

The agency is committed to the philosophy of maintaining those policies and procedures needed to maintain International Accreditation. While the label of "Accredited" is important to the community, the practice of risk assessment is more critical to the process of operating the fire department. In addition, the process of performing continuous risk assessment of the community provides vital information for not only our first responders, but for management as well. These important community policy decisions cannot be made without properly and thoroughly assessing the potential risk.

This edition of the Standards of Cover represent the continued commitment to a comprehensive assessment of the community's risk. Because the agency has adopted a formal process of assessing risk as a way of doing business, the city has established expectations and goals for all services provided by the agency. With the application of these policies community leaders and city residents are better informed

and make more educated decisions on the levels of emergency service they can anticipate. This document serves as the fifth such complete review of the community's risk and current deployment of fire and EMS assets. Policies and decisions are regularly made using this data, which includes not only emergency response expectations, but includes those goals the community-driven strategic plan has on every day operations.

The baselines and benchmark statements found in this edition of the SOC are based on those derived from the Commission on Fire Accreditation International's **Ninth Edition** of the Fire and Emergency Services Self-Assessment Manual (FESSAM). The data included in the FESSAM is based on the work of hundreds of fire agencies worldwide who have provided similar data to the process. The fact that the FESSAM statements are broadly inclusive of all different types of communities, Winter Park's data, when applied to these benchmarks gives the community confidence that the dollars spent on fire and emergency medicine response is best utilized to provide the maximum possible benefit. One of the most important changes in this edition of the SOC is that the city's population density has increased to where the response baseline and benchmark performance goals are now measured against **Urban** communities, versus the *Suburban* measurements found in previous standards.

As with past documents, this fifth edition of the SOC also includes several key recommendations to offer the agency the opportunity to continuously improve the levels of service. When coupled with the latest version of the strategic plan, the SOC and the agency's responses to the accreditation self-assessment help maintain a course of constant improvement for the community.

The overarching goal of our agency is to improve the outcomes of every event and encounter we have with a resident, business owner, or visitor. This theme has been carried over into this fifth edition of the Standards of Cover. Improving Outcomes ... Every Day is not just a saying. Our firefighters are trained, equipped, and staffed so that the expectations of the community are exceeded with every encounter, every day.

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Executive Summary

In the minds of the leadership of the agency it is unconscionable for a provider of emergency services to proclaim to a level of service, or demand more resources from a community, without first conducting a comprehensive and strategic assessment of the risks being faced. Only after the application of a proven and consistent risk assessment model is made by the community can an agency develop what today is referred to as the community's standard of cover performance contract.

It is the responsibility of an agency to provide the community's decision makers an educated calculation of the expected risk, what resources are available to respond to that risk, and what outcomes can be expected. All of these factors should play a role in the provision of the community's emergency services.

The Community Risk Assessment (CRA) statistical data was used to support the application of the standard of cover and determine future needs for the agency based on the real risk to the community. The real risk, once assessed, was rated against the available resources and a recommendation was made for a standard of cover which best meets the community's expectations.

As a result of this comprehensive and on-going risk assessment the fire department now provides the community's elected officials detailed and accurate information which help set the current *Standards of Cover*. In this case, the recommended policy for the standard meet all baseline and benchmark measurements within an acceptable level of deviation. These performance measurements are considered aggressive in today's urban environment. However, in order to have the ability to have a chance to use the training and equipment provided them they must arrive within a specific window of time; arrive too late and all the resources in the world won't make a difference in the outcome.

As the agency once again takes a comprehensive assessment of the community's risk, it remains confident that the industry best-practices purported by the Commission on Fire Accreditation International are properly educating the elected officials on the levels of service being delivered by the fire rescue department.



A. Description of the Community

This component of the *Standards of Cover* helps set the stage for all aspects of service delivery and serves to introduce and orient the overall community to the standard. Aspects reviewed include the legal basis for the agency, historical data, major milestones accomplished by the agency, finance and funding of services, topography, climate, population and demographics. In addition, the section looks at the layout of the area served as well as the type and description of the areas served by what type of agency service.

Legal Basis

The city of Winter Park is governed by a Council / Manager form of government. The Winter Park City Commission is comprised of a five member body. All commission seats are elected to three-year alternating terms and are selected at-large by all the residents. The following individuals represent the current elected and appointed officials of the city of Winter Park, Florida.

Steve Leary.....Mayor

Seat 1 – Marty SullivanCommissioner

Seat 2 -- Sheila DeCiccioCommissioner

Seat 3 -- Carolyn CooperCommissioner – Vice Mayor

Seat 4 -- Todd WeaverCommissioner

Randy B. KnightCity Manager

Michelle Neuner.....Assistant City Manager

Dan HagedornFire Chief



Chartered:1887

Incorporated:1925

Municipal Area in Sq. Miles 9.5-/+

Form of Government:Commission / Manager

Millage Rate for Fiscal 20214.0923

Executive Management

The city manager appoints all city department heads, subject to City Commission confirmation. The city manager has the ultimate approval of all employees and acts as the Chief Executive Officer of the city.

The city manager is responsible for carrying out commission policies through a professionally trained and experienced staff. The fire department, as well as the police department are directly responsible to and are further governed by the city's Civil Service Code. First adopted into the city charter section 4.07 in 1949, the Civil Service Code outlines the functions and duties of each agency.

As included in Chapter 74 of the City of Winter Park Code of Ordinances the Civil Service Board is maintained by the City Commission to operate as an independent board of review for the city's public safety departments. Monthly meetings are conducted to review the operations of the department and approve any and all employee relations' issues. The Civil Service Board includes five civilians in addition to one employee elected each from the police and fire departments.



History of Service

Winter Park is a city of about 32,000 residents located just north of Orlando in Orange County, Florida. One of Florida's finest cities, it is famous for its stately trees, abundant parks, brick-lined streets, spectacular homes, museums, vibrant lakes and fine shops along Park Avenue. The city was originally developed as a winter resort for wealthy northerners seeking refuge from the harsh winters and a tranquil place to rest and relax.



Winter Park Fire Department circa 1960

Winter Park was originally named Lakeview in 1858 and re-named Osceola in 1870. Eleven years later, the name Winter Park was chosen by its founders. Loring Chase and Oliver Chapman, who during an informal discussion, decided they wanted the name to be something about a park in winter - thus the name change to Winter Park. Tourists came to the city originally to enjoy Winter Park's beautiful lakes, warm temperatures and natural surroundings. Today residents and guests enjoy these same amenities in addition to great restaurants, museums, entertainment, theater, outdoor activities, festivals and much more.

Rollins College, the oldest college in Florida and the nation's premiere liberal arts college, was founded in Winter Park in 1885 by New England Congregationalists who sought to bring their style of liberal arts education to Florida. *Time* Magazine has praised Rollins College, which has produced Rhodes, Fulbright, Goldwater and Truman Scholars, as well as a Nobel laureate. The *U.S. News & World Report* consistently rates Rollins College as one of "America's Best Colleges".

The city's most prominent features include its lakes, tree canopy, bricked streets and the shopping district along Park Avenue. Central Park is a large, open downtown park featuring towering trees and inviting park benches. The Central Park was deeded to the city by one of its most influential early citizens - Charles Hosmer Morse. The city is also famous for the Winter Park Sidewalk Art Festival, which draws over 250,000 visitors each year to Central Park to enjoy some of the best art and music in the United States.



Winter Park was first chartered in 1887 and the present Commissioner-Manager form of government was adopted in 1949. The governing body is comprised of four Commissioners and a Mayor who are elected to three-year terms by a citywide, non-partisan election. The City Commission appoints the City Manager, City Attorney and numerous advisory board members.

Winter Park established its first organized fire protection on March 12, 1900. The city's fire limits were set from Lyman Avenue north to Canton Avenue and from New York Avenue east to Interlachen Avenue. Six fire extinguishers were strategically placed throughout the district to extinguish fires.

Several major fires occurred in the early 1900s with the Seminole Hotel fire being the largest in Winter Park's history. This grand hotel burned to the ground in September of 1902. The owner's had only \$30,000 of insurance preventing the hotel from being rebuilt on its original site.



The Winter Park Fire Department was further established through adoption of the City Charter in 1925 and is recognized in Sections 1.01 and 4.07. The city reaffirmed the existence of the fire department and officially recognized the additional services provided by the agency on December 12, 2000. Adoption of Resolution #1734 made it known that the Winter Park Fire Department may also be officially known as the Winter Park Fire-Rescue Department. Additionally, the State of Florida recognizes the fire organization through Florida Statute Chapter 166 (166.021) and Chapter 633.

Winter Park's fire protection was enhanced over the next several years. In 1915, the city purchased a one-horse wagon that carried 500 feet of hose and an extension ladder. By 1916, a motorized vehicle was used to tow the trailer to fire calls. From 1913 through the early 1950s, Winter Park was protected by an all-volunteer fire department. It wasn't until the mid-1950s, that the city hired the first paid firefighters. In 1945 the Winter Park Fire Department answered a total of one hundred twenty-eight calls.

An Easter morning fire on April 6, 1969 placed Winter Park on the map. The *Winter Park Mall* fire was the first major fire incident in the United States involving an enclosed shopping mall. The initial response of one pumper and a rescue truck with four firefighters was small by today's standards. However, a general alarm was sounded and firefighters from five fire departments brought the blaze under control in about four hours.



In May 1981, a large geodetic sinkhole opened up near the intersection of Fairbanks Avenue and Denning Drive. After devouring a home, several cars, parts of several businesses, and a municipal swimming pool, the sinkhole finally stabilized.

With the passage of the EMS Act of 1973, the agency took on the additional responsibility of providing emergency medical services to the community. Firefighters were trained and certified as emergency medical technicians and paramedics and the agency provided first responder, non-transport emergency medical service.

During the following three decades, the agency continued to upgrade and maintain a state-of-the-art emergency medical service. Operating within a two-tiered EMS system, the fire department would respond, treat and stabilize the patient and then load the patient into a private ambulance for transport to a medical facility. The fire department's quicker response provided for more timely treatment than the ten-minute response standard that was required of the contractually provided ambulance service.

On Jan. 1, 1997 the Winter Park Fire-Rescue Department implemented the current single-tiered EMS service in the community, becoming the sole provider of emergency medicine. The agency had been providing advanced life support EMS since the early 70's and the addition of patient transport allowed the agency to provide a more complete level of EMS.

To further confirm the city's faith and support for the fire department EMS program in 1997 the City Commission unanimously passed the city's first EMS ordinance. The Ordinance makes the Winter Park Fire-Rescue Department the "sole provider of emergency medical services within the city".

In December 2014, the agency applied for and received accreditation from the Commission on the Accreditation of Ambulance Services (CAAS).

The comprehensive review of the agency's patient care protocols, training, medical direction, and operations, resulted in one of the highest first-time ratings for any CAAS accredited service.

The property insurance industry, through the Insurance Services Office (ISO), rate a community's fire protection capability; this rating helps determine the cost of insurance premiums for both residential and commercial property. Based on a Public Protection Classification scale of 1 to 10 (Class 1 being the best) the ISO surveys and rates more than 35,000 communities throughout the United States; less than one tenth of one percent of these communities are rated at Class 1.

Over the past decade the city of Winter Park and their fire department have improved the communities ISO rating from a 4 to the best available, Class 1. The most recent rating was conducted in January 2014



and resulted in one of the highest ratings seen by the ISO. This resulting score and rating has served to offer those commercial properties who are insured by companies who use the ISO PPC rating a reduction in their annual fire insurance. It also confirmed once again, the people of Winter Park enjoy the protection and safety of having one of the only dual accredited (CFAI and CAAS), and ISO Class 1 agencies in the United States.

Much of the city's growth in the recent past has been internal. While our geographical service area has remained close to the same for the past 50 years, the services provided by the agency have changed dramatically. With more technical responsibilities constantly being placed upon the fire service, the agency stands ready to serve and protect the citizens from all perils.

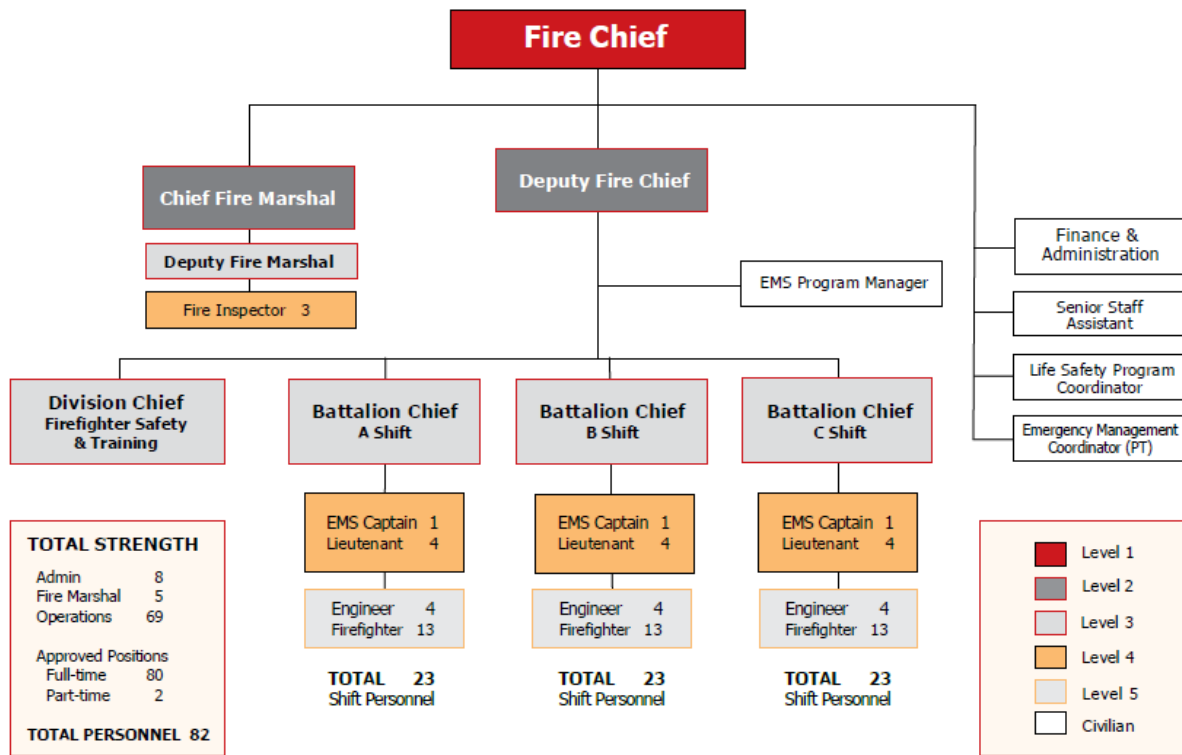
Today, the agency is formally organized and structured in a traditional style. The fire chief serves as the organization's chief administrative officer and is supported by a command staff management team consisting of a Deputy Chief, Division Chief, three Battalion Chiefs and Fire Marshal.

Organizational Structure

A senior staff assistant as well as a administrative financial planner supports the agency's budgetary and clerical responsibilities.

Managing the needs of the operations staff falls to the Deputy Fire Chief. This position is responsible for supervising the three Battalion Chiefs as well as the EMS Manager, Division Chief and all agency training. The battalion chiefs oversee the daily operations of each shift. Shifts operate on a 24-hour on, 48-hour off schedule within a twenty-one day work period. Three engines, one truck company, two advanced life support transport rescues (ambulances), one emergency medical services supervisor, and one battalion chief deliver fire and EMS operational service. The operations division's maximum daily staffing level is twenty-three (23) people, with a minimum staffing of nineteen (19). Shift personnel maintain facilities and apparatus, conduct safety surveys, public education details and attend training sessions while assigned a duty shift.

The Division Chief of Firefighter Health, Safety and Training position supervises all firefighter health and safety programs. The Division Chief reports directly to the Deputy Chief of the department and manages all safety and health, as well as firefighter training for all personnel.



An Emergency Medical Services (EMS) Captain is assigned to each shift. These individuals work to oversee the entire emergency medical service environment including the maintenance of the medical supply inventory, quality assurance, certification requirements as well as research and development. In addition, these supervisors respond to all technical rescues and structural fires and serve as the scene safety officer. In 2019 the agency added a Emergency Medical Services Manager (civilian) to serve as liaison to the agencies Medical Director and support EMS administrative operations.

The Fire Marshal is responsible for the management and review of all commercial construction plans, fire inspections and public fire education functions for the agency. The Fire Marshal reports directly to the Fire Chief and is responsible for supervising three full-time and one part-time inspector. All positions are clearly outlined in the agency's FY 2021 organizational chart.



Service Milestones

The city of Winter Park established its' first fire protection initiatives on March 12, 1900. With the purchase of fire extinguishers and the appointment of residents as firefighters to monitor and gather those extinguishers if a fire broke out, Winter Park was one of the first communities in the area to have organized fire protection.

*“THERE WILL BE A FIRE DEPARTMENT
ESTABLISHED FOR THE PURPOSES OF
TAKING CHARGE”*

WINTER PARK TOWN COUNCIL
MARCH 12, 1900

In the early 1900's Winter Park joined other central Florida communities and purchased motorized fire apparatus with pumps, hose and ladders capable of protecting the growing assets of this new city. Several large building fires occurred in the first several decades of the 20th century that helped to reinforce that the leaders of Winter Park were in fact doing the right thing in building their communities fire protection capabilities.

Fire protection continued to be enhanced as new technology allowed for more aggressive and progressive tactics. The force of personnel within the fire department began to transition from an all-volunteer agency in the mid-1950's when the first career firefighters were hired by the City. These full-time employees were now able to continue to focus on the communities growing fire protection needs as more development and annexations took place.

On Easter morning, April 1, 1969 Winter Park and its fire department made history as the city experienced the nation first significant structure fire involving an enclosed shopping mall. Then referred to as the Winter Park Mall this large expanse of enclosed walkways, shops and large anchor stores really announced the beginning of what would be an architectural and cultural phenomena in the United States over the next three decades. Shopping malls like Winter Park's served as a place for residents to meet, shop and be seen. At the time of its construction no one really knew how fire would behave in these newly designed structures. The fire codes of the day had not addressed issues such as fire separation, smoke handling and exiting.

The first sub-station was opened in late 1969 on the city's east side. Fire Station 2, now referred to by its regionally assigned number of 62, established a two-person engine company on the communities ever growing eastside. The original facility was totally renovated in 2001 and remains in operation at the original location today.



In 1971, the city determined the need for providing consistent fire protection to the communities growing western border. The main fire station, located close to its original location on Lyman Avenue adjacent to city hall, was also immediately aside the very busy railroad tracks which serve to dissect the city's west side. The community opened Fire Station 3 on the same location as the current Headquarters on Canton Avenue. Engine 60 operated at this location until 2001 when construction on the current Public Safety Facility began.

Throughout the middle of the 20th century most fire departments in central Florida were very territorial and only called upon each other if really needed under a rather vague mutual-aid agreement. In 1992, Winter Park signed, what was at the time, a five-party aid agreement that progressively removed the jurisdictional boundaries of each community to provide a true "first-response" protocol. Along with this agreement, and after the impacts of Hurricane Andrew in 1992, Winter Park signed the State of Florida's newly developed State-wide Mutual Aid Agreement. These agreements, which remain in effect today, confirms both from a local and regional perspective, Winter Park Fire Rescue participates as a partner in seeing that the closest appropriate assistance makes it to the scene of an emergency, no matter the jurisdiction or location.

Until January 1, 1997, Winter Park participated under the Orange County agreement for patient transport services. Since its inception, emergency patient transport services had been performed by private ambulance company. With approval by the City Commission, Winter Park began patient transport services in January 1997. For more than two decades WPFDR has been the sole provider of patient transport service only receiving assistance from our fire-based partners as needed.

In August 2001, after completing a rigorous self and peer assessment, fire rescue became the first agency in Orange County to achieve International Accreditation. This extensive review of the department's entire operation established the means by which the department operates today. From the strategic planning processes and response to each performance measurement to the establishment of the city's risk assessment tool and the first standards of cover, Winter Park has emerged as a model agency for the application of the CFAI accreditation process.

In 2003, the agency moved its' headquarters operation into a new 78,000 square foot facility shared with the city police department and the city's 9-1-1 center.

The city's public safety facility houses not only fire headquarters and fire station 61, it is also home to the city's Emergency Management Operations Center (EOC).



The agency has continue to develop its' role as the city's emergency managers. After several key events which highlighted the city's inability to properly warn it's residents of any impending emergency, the agency established the city's "Outreach" Emergency Alert Network. Outreach combines both an outdoor tornado siren and speaker network with a very robust digital electronic warning and information system. Outreach can alert residents through all levels of personal technology including text (SMS), email, calling and messaging. In addition, the agency holds annual emergency management exercises (TTX) and has led the city's National Incident Management System (NIMS) compliance efforts through the adoption of policy, certification and training.



Agency Financial Support

The fire rescue operation is a direct and specific department of the municipal government of the city of Winter Park. The operations of the agency are funded solely through appropriations made by the city through the governmental budgeting process.

Annually, the agency provides a proposed budget document to the city manager based upon the defined community-driven strategic planning process. Specific funding requests are based on the sustainment and advancement of the goals and objectives defined in the plan. The city manager has responsibility for presenting to the City Commission for consideration a balanced budget.

All fiscal plans and policies are set by the City Commission and are monitored by the city's Finance Department. The agency is required to maintain its' annual expenditure processes utilizing the Finance Department's electronic management system. All aspects of the agency's finances and budgeting controls are set to policy made and enforced by the City Commission.

A comprehensive annual financial report (CAFR) is generated in and includes the operations, performance and compliance measurements for the entire city. The city's Finance Department has been awarded the Government Finance Officer's (GFOA) Certificate of Merit for their procedures and practices for more than two decades.



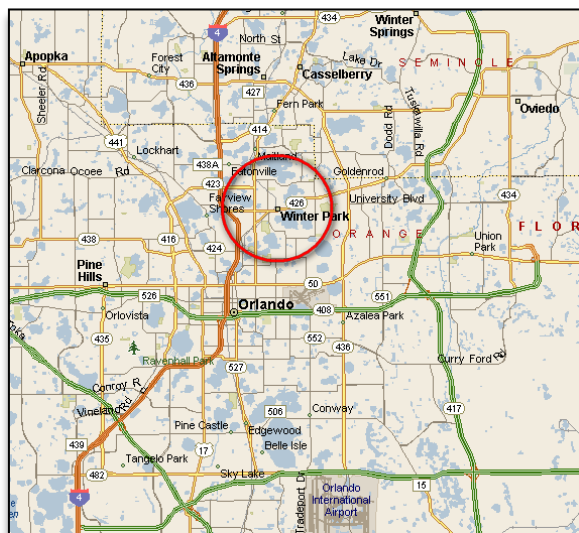
Description of Service Area:

The city limits of Winter Park and the fire rescue service area are located within the metropolitan Orlando region of Orange County, Florida. As with most of the municipal developments throughout central Florida, Winter Park was founded by relocated northern industrialist around the turn of the 20th century who were looking for a better climate and an expansion of their business. Winter Park is nestled within a protected area of lakes and a large, mature tree canopy that provides a level of security from most of Florida's troublesome weather phenomena such as tornados and hurricanes.

Winter Park is considered as a suburb of the larger city of Orlando, and is home to some of the regions more prestigious residential addresses. While the city contains a wide-range of both commercial and residential property many of the areas private homes are located along lake-front lots and set far from narrow, brick-paved streets. While the city limits boarder Interstate 4, none of this vital east, west Florida icon is actually within the city's boarder.



Central Florida Region



Metro Orlando Area

Located just to the north of and directly adjacent to the city limits of Orlando, while small in comparison, Winter Park contains much of central Florida's core of culture and higher education. Winter Park is also the proud home to Rollins College, the Mores Museum of American Art and Albin Polasek Museum of Art.

With many waterfront properties, Winter Park is home to twenty-one navigable lakes. The lakes and adjacent waterways have a direct impact on both the distribution and concentration of emergency resources as the community's network of roads was not necessarily constructed with either large vehicles or emergency apparatus response in mind.



Economically Winter Park's tax-base is controlled mostly by a large volume of high-end residential property. Helping support the base is the communities crown-jewels, the Park Avenue, central business - commercial district and adjacent Central Park.

Weather Variables:

Central Florida and the Winter Park area are considered by many people to be a good place to live with its normally moderate, tropical climate. However, regularly high humidity and the continued risk of severe weather events such as tornados and hurricanes leave many to balance the risk of living in a normally sunny and warm climate with risk of these natural disasters.

The annual Atlantic Hurricane season begins annually on June 1 and extends to the end of November. For many decades the threat of damage from a hurricane was considered rather remote for Winter Park. With its land mass being protected by distance from the east (47 miles) and west (70 miles) from each of Florida's coasts the threat to Winter Park is moderate.

Population:

Winter Park is located in the metro-Orlando area of Central Florida. While many associate the Orlando area with vacations and fun, Winter Park does not necessarily consider itself a tourist destination. Winter Park was established in 1882, and was first settled by northern businessmen who wanted to move their resources to a warmer climate.

A 2019 United States Census update, the population of Winter Park numbers 30,825 residents with a density of 3,200 persons per square mile. Over the past several decades, Winter Park has continued to evolve as a residential community. The once smaller, concrete block homes of less than 1500 square feet are being slowly replaced by large estate homes easily growing past 15,000 square feet. Along with the growth of larger private dwellings, the commercial community has also seen a redevelopment. This section outlines those keys factors continuously considered during the development and maintenance of a community standard.

The entire service area is considered to be Urban in nature when compared to the description presented in the eight edition of the Fire and Emergency Services Self-Assessment Manual (FESSAM) published by the Commission on Fire Accreditation International (CFAI). Much, if not all, of the population occupies the community's residential neighborhoods with noted fluctuations in daytime business which don't dramatically impact the agency's coverage. Special events scheduled throughout the year are noted and staffed accordingly with additional assets and resources.



Several small and unique industrial areas dot the community. In most cases, they are identified as moderate and high risk properties with their contents and activities noted in the agency's pre-fire planning efforts. Again, special events and activities are noted and require a Special Event Permit in order to legally take place.

Several key commercial areas are defined within the community. Most notable of these is the Park Avenue shopping district. Established at the turn of the 20th century, *Park Avenue* is known throughout the region as the place to shop for high-end clothes and goods. Due to its rich history as one of the area's first shopping districts the Park Avenue area remains a vital economic engine for the community. In addition, its age, construction type and high risk of conflagration placed Park Avenue assessed as a High Risk property.

Rollins College is also located within the service area. With a total on-campus annual student population of approximately 3,500, Rollins serves the agency as a true partner in providing a safe environment for high education. Call demand on the campus is relatively low when compared to previous periods. In 2011 the college completed a highly aggressive campus-wide fire sprinkler retrofit project.

Disaster Potentials:

With its' location in the heart of central Florida, Winter Park's greatest risk for experiencing an event of disastrous proportion remains a natural event involving the impacts of a tropical cyclone or hurricane. Having these events as our primary catastrophic risk, the agency and the community prepares regularly for the impacts of a hurricane. Other related events such as rising water flood and high wind damage to the community force the agency to regularly plan and execute procedures to respond to these events.

The last Major hurricane to directly strike the community was in late summer of 2004 when four named hurricanes hit the State of Florida. Three of these weather events directly impacted the Winter Park area with high winds (110mph) driving rain for 12 hours, downed trees and damaged property. The community spent well in excess of 12 million dollars in 2004 dealing with the impacts of these storms.





Another phenomena seen in Winter Park, as well as most of central Florida, are the appearance of large sink holes. These openings in the earth have caused major structural damage to buildings but no loss of life. In 1981, a large sink hole opened in Winter Park that swallowed a large building as well as several vehicles and a municipal swimming pool.



In addition to hurricanes, Winter Park is host to other strategically significant properties which may be targets for both domestic and international terrorist. These potential targets are monitored by the Central Florida Regional Domestic Security Task Force as well as the Central Florida Intelligence Exchange (CFIX) fusion center for activity.

Boundaries:

The city limits of Winter Park are located between the cities of Orlando and Maitland and share boarders with Orange and Seminole Counties. With this locked geographical definition, the city has limited opportunities to expand its' boundaries to spawn new development. This inability to annex or grow geographically has not stopped the city from developing and redefining itself.

The popularity of the Winter Park label as the quintessential "urban village" has caused many communities to attempt to copy the city's development model. Redevelopment has taken place in many of the defined Geographical Planning Zones (GPZ). Much of the commercial areas have remained commercial while some of the areas west of the downtown core have transitioned from single family residential properties to mostly mixed-use commercial and multi-family residential. The largest redevelopment project in this area involved the Winter Park Village location. Most, if not all of the redeveloped commercial or mixed-use property is protected by fire sprinklers.

Fire-Rescue is invited to participate in all planned unit developments including those mixed-use and multi-family residential projects. Construction plans are reviewed, pre-fire plans are developed and the Community Risk Assessment is amended as necessary.



Population and Densities:

The 2019 census report indicated that 85.2% of Winter Park’s population was white, 6% African American, 5.2% Hispanic, 3.4% Asian, and 0.2% from other races. The population distribution by sex is, 47% male and 53% female. No major changes are anticipated with the 2020 census update.

Winter Park City Population.....	30,825 (2019 US Census)
Median Family Household Income	\$77,899
Median Age	41
% of High School Graduates.....	96.2%
% of College Graduates	62.6%

Regional Demographic Features:

The 2019 census shows the total population of **Orange County** at 1,393,452 people. A breakdown of the county indicated that 69.4% of the population was white, 22% African American, 28.7% Hispanic of any race, 5.4% Asian, 0.6% Native American, and 2.4% from other races.¹ The population distribution by sex is almost equal, 49.7% male and 50.7% female.

¹ Demographic information provided by Orange County, Florida Government. Totals do not equal 100% as some people claim more than one demographic group.



B. Fire and Emergency Programs and Services Provided

This component provides a summary of the services and programs provided by the agency, the levels of each service and the present deployment of both physical and human resources deployed throughout the community.

Service Delivery Programs

Fire Suppression

ISO Class 1 fire suppression services are provided from three fixed fire station facilities. Three Class A pumpers (1750gpm) and one 100' tractor-drawn aerial are staffed fulltime. One of the three Class A pumpers is equipped with a Compressed Air Foam System (CAFS) and the two tractor drawn aerials are equipped with small CAFS firefighting delivery systems. All pumpers carry a minimum of 1200' of large diameter hose (4") and are equipped with 750 gallon water tanks. Reserve apparatus are adequate and include 1 pumper, 1 tractor-drawn 100' aerial device, 2 rescue ambulances, and 1 command vehicle.

Emergency Medical Service

Advanced life support (ALS) services are provided from all agency units. Two ALS transport capable units (Rescue) operate from fire stations 61 and 62. A third rescue is placed in service when staffing is above minimum (19). A rescue unit is also specially assigned (detailed) for public events throughout the year. The agency also supports its' own Medical Director and accompanying emergency medical services protocols.

All responses are assigned a minimum of one ALS unit with most qualifying for two units and a total minimum of five personnel. In addition, the agency staffs one EMS supervisor on each shift to serve as the lead medical as well as the incident scene safety officer. The agency is capable of handling incidents of no more than 5 patients, which represents a Level 1 mass casualty incident (MCI). Additional medical assets are available through a very robust regional mutual aid first-response agreement.

Technical Rescue

The agency maintains technical rescue capabilities. Specializing in vehicle/machinery rescue, building collapse, elevated rope rescue and confined space operations the agency is equipped to initiate rescue operations as needed. The agency has established mutual agreement with the City of Orlando Fire Department and Orange County Fire Rescue for back-up or augmented technical rescue needs.



Hazardous Materials

All agency personnel are trained to the hazardous materials **awareness level**. As a result of the agency's first risk assessment in 2000, it was determined that the community held a very limited amount of exposure to potential hazardous materials events. It was decided at that time to abandon the agency's own hazardous material team and enter into an Interlocal Agreement with the City of Orlando Fire Department to provide hazardous-materials response. The agreement has worked well for Winter Park in that the agency's personnel are dispatched, arrive and assess the situation. If the event can be secured with the knowledge, skills and abilities of the agency's personnel then action is taken. If an event requires technician level skills beyond the capabilities of the agency, additional assistance is requested through mutual aid. With a joint-mutual aid response the agency's personnel move into a support services role.

Deployment of Fire and Emergency Services Resources

Deployment Coverage:

The agency currently provides emergency services from three fixed locations. These fire stations serve as logistical storage points for the staging of both physical and human assets. The fire stations were located with the maximum benefit of service delivery in mind. The agency participate in the Orange County Regional Fire and EMS asset numbering system. These numbers assignments are prominent throughout the agency and are noted here (i.e. 61).

Fire Station 1 – (61) 343 W. Canton Avenue

Fire Station 2 – (62) 300 S. Lakemont Avenue

Fire Station 3 – (64) 1439 Howell Branch Road

In addition to these fixed facilities the agency's Headquarters facility is located at 343 W Canton Avenue on the second floor of the city's Public Safety Facility. Numerous offices for the administrative staff, the Fire Marshal's office as well as the city's Emergency Operations Center are located with this facility.

Resources:

The agency provides emergency services for fire suppression, advanced life support medical patient transport care, technical rescue and hazardous materials service. Physical resources include a modern fleet of fire and emergency medical services apparatus. Resources are stored for responses at one of the three fixed facilities. Reserve apparatus is available so as to assure that the SOC can be maintained when assets are serviced.



The personnel are the most important part of the agency's resources. All operations personnel are certified firefighters and either state Emergency Medical Technicians or Paramedics. **A daily minimum staffing level of nineteen (19) personnel** is maintained to allow the agency to maintain an effective response force for each of the defined response scenarios. Each shift is led by a Battalion Chief (supervisor) with each company (engine and truck) are led by a Lieutenant (company officer). Each fire apparatus is operated by an assigned Engineer with all units staffed by a minimum of one certified Paramedic.

All units are staffed on a full time basis under a specific Standard Operating Guideline 102.

Numbers reflect the minimum/maximum amount of staff.

Number/Unit..... Min/Maximum

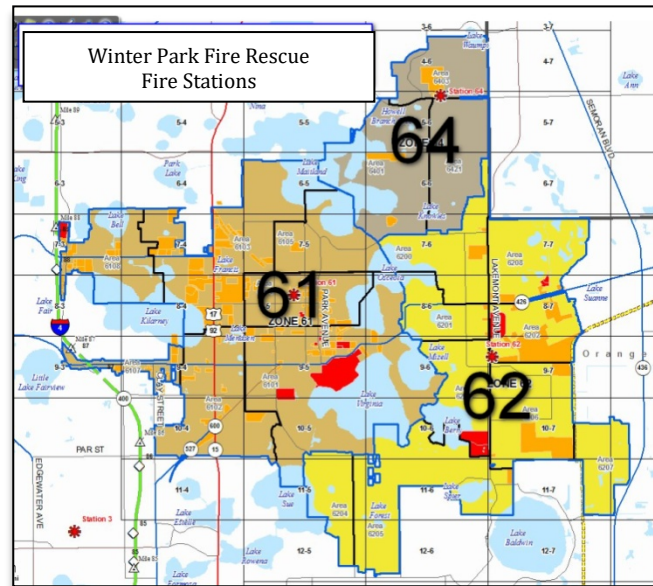
1 Battalion Chief 1
1 EMS Captain 1
3 ALS Engine Companies 3-4
1 ALS Truck Company..... 4
2 ALS Rescue Companies 2
(ALS Rescue Co as staffing permits)..... 2

Daily Staffing Totals19/23

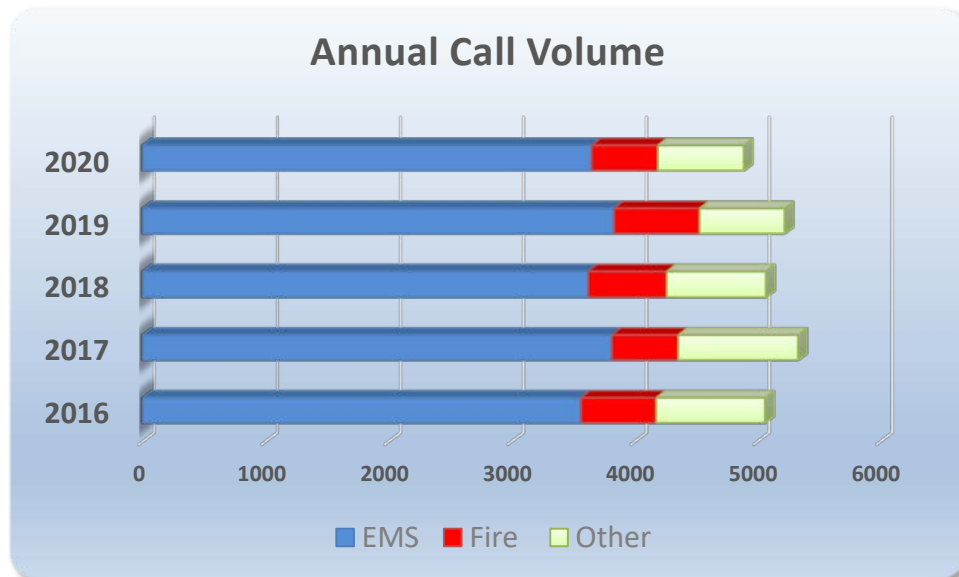


Response Areas:

Each fire station has a defined first-response area. These areas are based solely on the anticipated emergency drive time for the engine company assigned to the particular fire station. The Computer Aided Dispatching (CAD) system electronically stores the geographically closest assets to any particular area. Assets are managed to the 20th geographically closest company. The establishment of additional response areas is then driven by which asset is next closest. These additional response areas are used to establish the agency's Geographical Planning Zones (GPZ).



The GPZ areas have within them identified the individual properties who display the different levels of Risk. All roads in Winter Park are paved. Each zone contains the following amount of road miles which when determined by the agency offered an idea of the additional roadway risks posed by each response area.

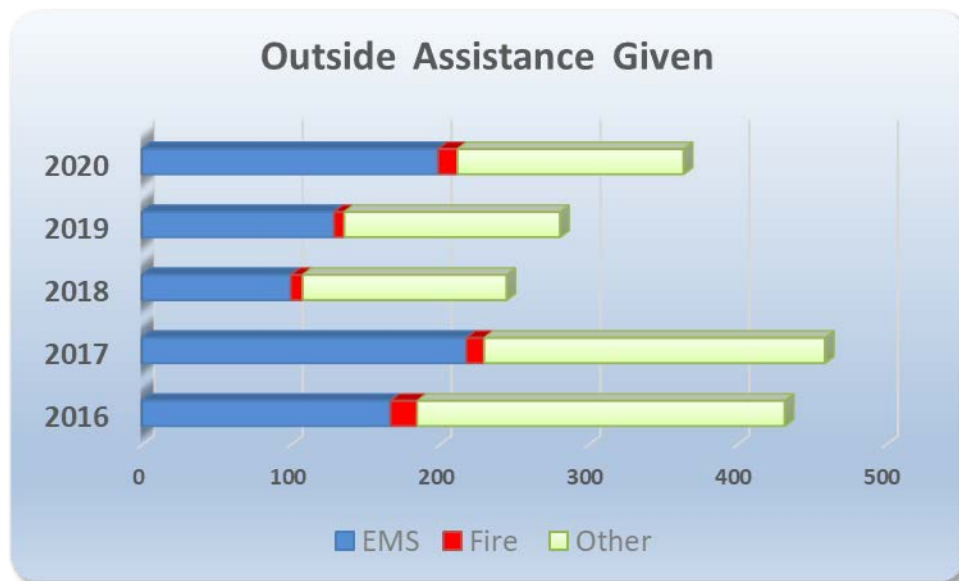




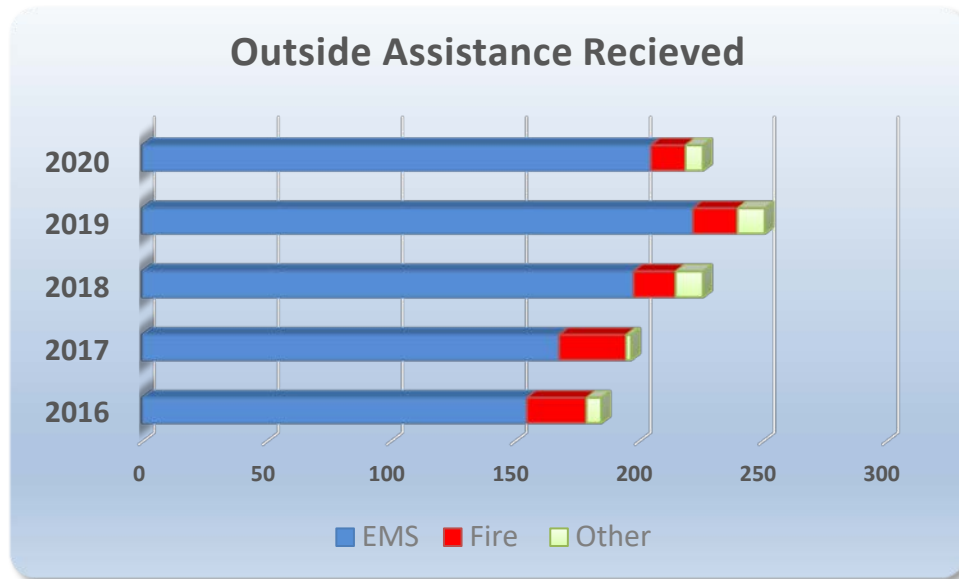
Mutual Aid:

Aside from the areas defined above the agency is party to an active Inter-local Agreement² which have units covering areas outside the corporate limits of Winter Park. The only areas where Winter Park units are “first-due” outside of the corporate limits are those streets in Zone 64 which were not annexed. The agency is paid annually by Orange County Fire Rescue for this additional coverage.

The following chart is an annual reflection of all the joint-response alarms outside of the corporate limits. During the past five years we have experienced a use that is reflective of our expectations. With the additional assets made available to the city though these long-standing agreements the benefits are equal to all parties.



² The current Inter-local Agreements include those in place for first response with Orange and Seminole Counties and the cities of Orlando and Maitland.



C. Community Expectations and Performance Goals

This component of the Standards of Cover describes the community’s expectations for the agency and the expected levels of performance goals defined by the citizens. This expectation was derived through the community-driven Strategic Planning effort completed in March of 2020.

The Winter Park Fire Department was first organized on March 12, 1900. Members of the community identified a need to provide fire protection to the ever-growing new city. Fire extinguishers and ladders were among the first fire protection tools purchased to provide a small level of security against the spread of fire. In the early 1920’s the city purchased its’ first motorized fire apparatus.

In the mid-1950’s the first career firefighters were hired by the city to staff the only fire station. As the city expanded to the east, a second fire station was built and staffed in 1969 on Lakemont Avenue, the existing location of Station 62. Two firefighters normally staffed these fire engines, and until the late 1970’s, had limited medical training or equipment.

As the department moved into the age of emergency medical response, Winter Park led the region with some of the first cross-trained firefighter paramedics and becoming one of the first agencies in Central Florida to staff and equip all units with Advanced Life Support (ALS) capabilities.



Fire protection has also been improved. Since 1980, the city's Insurance Services Office (ISO) has improved from a rating of 4 to today's rating of 1. The community's goal is to maintain this high rating to the best of our ability. In addition, the agency has maintained CFAI Accreditation since 2001 and was accredited in December 2014 by the Commission for the Accreditation of Ambulance Services (CAAS).





Performance Expectation Goals

Mission Statement:

The current Mission Statement of the Winter Park Fire Rescue Department was generated during the 2020 community-driven Strategic Planning sessions. The internal stakeholders examined the information provided by the community stakeholders, examined all the previous mission statements and determined the follow would best serve the agency going forward:

The Mission of the Winter Park Fire-Rescue Department is to protect and preserve our community through the prompt and professional delivery of service.

In addition to defining the agency's Mission Statement, the community-driven planning sessions the **Values** of the agency were also examined and discussed.

We **CARE** for our community and each other with compassion, accountability, respect, and empathy. We encourage all department members to embark on a quest for personal excellence by being responsible for their actions, practicing the highest degree of ethical behavior, and to use their best judgment in making decisions. We do this because we **CARE**.

Compassion

We value a compassionate environment in which the needs of our community and co-workers are a top priority. This environment will be fostered by enthusiastic members who diligently adhere to a sound code of moral and ethical conduct, thereby delivering the utmost attention and care to all parties.

Accountability

We value accountability by being responsible for our performance in light of our community's expectations. Our demonstration of reliable and professional behaviors earns the trust of our community and promotes personal integrity and empowerment.

Respect

We value respect for ourselves and every individual, and recognize the worth of others while consistently exhibiting professionalism and compassion for those in need. Non-prejudicial and conscientious service results in individual, agency, and community pride in all services delivered.

Empathy

We value an empathetic workforce that seeks to support, understand, and meet the needs of the community and each other in a compassionate and non-judgmental manner. Services will always be delivered free of bias, as we recognize and appreciate the diversity within the community and our workforce.



The agency's Strategic Planning (2021-2025) also developed what is considered the **Vision** for the organization for the next five years. The definition of agency's **Vision** includes the following statements:

To be one of the most respected and high-performing fire and emergency service providers. We will achieve this with a forward-thinking workforce, willingness, and ability to fortify and develop our teams, work culture, and dedication to our community.

Values form the foundation upon which you build your character and your life. For the Winter Park Fire-Rescue Department, they are the moral compass that governs the culture of our organization. Our culture is based on core values of integrity, responsibility, loyalty, and accountability. We **C.A.R.E.** for our community and each other with compassion, holding each other accountable, treating everyone with respect, and demonstrating trust and empathy to all with whom we interact. We empower our workforce to strive for personal excellence by being responsible for their actions, practicing the highest degree of ethical behavior, and using their best judgment when making decisions.

Compassion We value a compassionate environment in which the needs and development of our community and co-workers are a top priority. This environment is fostered by a professional and enthusiastic workforce who diligently adheres to a sound code of moral and ethical conduct.

Accountability We value accountability by holding each other responsible for our performance and ownership of resources bestowed upon us by the community. Our demonstration of talented, purposeful, reliable, and professional behaviors earns the trust of our community and promotes personal integrity and empowerment.

Respect We value respect and recognize the worth of others while consistently exhibiting professionalism and compassion for those in need. We respect each other and the value, dedication, talent, and commitment each co-worker brings to the job every day. We hold ourselves to ambitious standards and strive to be industry leaders in every aspect.

Empathy We value an empathetic workforce that seeks to support, understand, and meet the needs of our community and each other. Services will always be delivered free of bias, as we recognize and appreciate the diversity within our community and workforce.



Strategic Goals:

In order to achieve the mission of agency, realistic performance goals and objectives must be established. Goals and objectives are imperative to enhance strengths, to address identified weaknesses, to provide the individual members with clear direction and to address the concerns of the citizens.

By following these goals and objectives carefully, the organization can be directed into their desired future. These established goals and objectives should also greatly reduce the number of obstacles and distractions for the organization and its members.

The following specific goals for the agency were developed and are currently in process of execution. Each project has an established set of objectives, is assigned to a member of the agency who is responsible for seeing the goal to completion. These goals are monitored by the Fire Chief and are discussed as necessary during each senior staff meeting.

1. New fire station alerting system
2. New computer aided dispatching software
3. Evaluate and improve how we use technology for daily operations, efficiency, and consistent internal communications.
4. Staffing; continually monitor the need for additional staffing; additional rescue and fire inspectors
5. Develop and implement a system to update policies and guidelines on a routine basis.
6. Explore possible stand-alone facility to train fire fighters and retain certifications on live fire, search and rescue according to WPFD and national standards.
7. Refine the organizational culture to embrace, enhance, and ensure accountability to all levels in order to preserve our positive presence in our community.

In addition to these overall agency goals for 2021-2025, it was evident that through the community-driven strategic planning process the residents and business owners also have an expectation of performance for the agency's emergency response functions. While most of the specific agency goals are related to non-emergency performance this Standard of Cover should be seen as the agency's adopted level of service.

Community Service Expectations:

For over 120 years the fire service in Winter Park has offered the community the highest possible level of service. The agency has created an expected level of service that has served to establish an aggressive performance standard. This community-driven expectation for service was first formally developed during



the agency's 2001 adaptation of the SOC and their responses to the performance measurements found in the fire accreditation process.

These community expectations were and are continuously monitored through regular performance reports, strategic plans and the city's strategic documents. These community expectations are found in the agency's goals and objectives for 2021-2025.

Community Service Priorities:

The community-driven strategic planning process implemented by the Center for Public Safety Excellence has, to this point, dealt with establishing the *Mission, Values, Critical Issues and Service Gaps* of the agency. In addition, the identification of internal strengths and weaknesses, as well as external opportunities and threats was accomplished.

The internal stakeholders set priorities for the accomplishment of specific objectives. Those objectives that carry higher priorities have been identified for completion first and those objectives with a lower priority can be accomplished later. Overall, these goals and objectives may provide very specific timelines within the next two years or more general timelines beyond that period of time.

Since 2010 the agency's leadership has establish workgroups and identified individuals who review the progress toward the goals and objectives and adjust timelines and specific targets as needs and the environment change. The agency considers the application of the communities goals and objectives critical to their overall success. While the environment changes and the needs of the agency and the community also adjust with time, it is important that the agency and its' members participate and are educated on the intent and anticipated outcomes of the goals and objectives.

D. Community Risk Assessment and Risk Levels

The only true way to adequately and properly provide services to a community is to assess the risk being protected. Unfortunately many communities across the country never actually assess the risks they are assigned to protect; they base their levels of protection on past-practice or common expectations. Unfortunately these communities have spent dollars and wasted resources on uneducated decisions about public safety services. In the case of fire services, a community must assess the risk it protects to be able to educate their elected officials and decision makers on what resources are needed to protect the community.



One reason communities struggle with the development of a usable risk assessment tool is that most of the tools currently available are difficult to use and fail to be very locally definable. While most fire chiefs and firefighters can tell you what structures in their community cause them the greatest concern for risk from fire they cannot tell you why; consistently.

What it appears they cannot do is place an educated answer as to *why* they need the resources they ask for each and every year. Community budgets are growing ever smaller and each tax dollar must be supported by accurate data. A community must demand that their fire officials conduct ongoing risk assessment and apply that data to the delivery of emergency services.

The current population of Winter Park is richly diverse. Over the past several decades, Winter Park has continued to evolve into a predominately residential community. The once smaller, concrete block homes of less than 1500 square feet are being replaced by large estate homes easily growing past 6000 square feet in size. Along with this growth of single family dwellings, the commercial community has seen strong redevelopment. This section outlines those keys factors continuously considered during the development and maintenance of a community standard.

The fire department formally assessed the community's risk from both fire and non-fire related emergencies in 2000. A system utilizing key components of firefighting such as knowing the needed fire flow, pre-fire planning models and other non-fire related activities has served the community each year since then. An attempt to utilize the nationally offered RHAVE program was initiated in 2004. While certainly a better organizational tool, RHAVE failed to properly analyze known risk. It was felt that a more detailed and community oriented program would be easier to implement and maintain.

Community Risk Assessment Model:

Risk Assessment Methodology:

For a community to appropriately provide for and understand the need for emergency services a coordinated and comprehensive assessment must be maintained. If a community fails to assess the risks it faces they will either fail to properly respond to the risk when needed, or will expend valuable resources in the wrong areas.

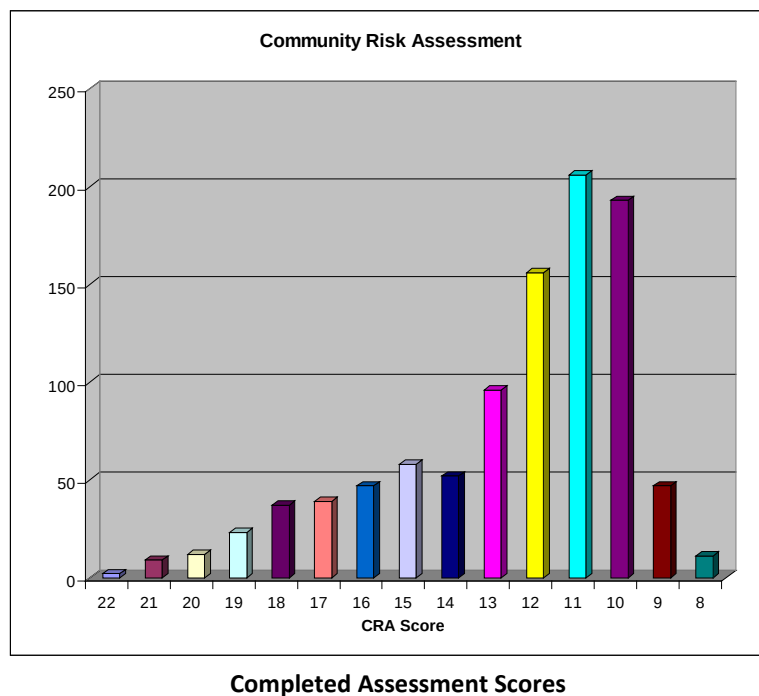
The City of Winter Park completed its' initial Community Risk Assessment in 2000. The process used was a combination of those methods offered by the Commission on Fire Accreditation International and those created from within the agency. To establish our initial standard of coverage each demand (response)



zone was evaluated for the risk of fire and some non-fire risk. A strategic recommendation was made during the 2001 CFAI site visit for the agency to further detail those non-fire risks faced. The tool originally engaged by the agency in 2004 has continued to address the need.

The agency initiated the use of the United States Fire Administrations Risk Hazard and Value Evaluation tool referred to as RHAVE in order to begin organizing the levels of risk. This tool was completed on approximately 50% of the community when a management decision was made to scrap the project and create a more applicable tool for the Winter Park community. The results experienced from RHAVE were not coinciding with the known risk in the community.

The Community Risk Assessment (CRA) tool finally implemented by the agency was a hybrid of RHAVE and that offered and used by the Naval Air Station Fire Department in Jacksonville, Florida (NASJAX). Our community was able to completely implement this tool and use it as intended, to assess risk and deploy resources. The CRA process was first coordinated through the agency's Fire Marshal's Office, and involved performing a coordinated survey of every commercial property in the city. The Master Inspection File was, and is still used, to assign the crews to survey and document the risk posed by each property.



Each property is assessed for the risk posed by the following items:

- Life Hazard
- Community Impact
- Life Impact
- Water Impact
- Building Usage



- Building Construction
- Number of Stories
- Square Footage

Each area receives a rating score from one to three with one equating to low risk and three being high. The simplicity of this system allows for the evaluation of approximately 2,650 properties on a routine and as needed basis. Each address is provided with a final rating ranging from 8 for the lowest risk to 24 for the highest. Upon completion of the field work the data is processed into a spreadsheet which yields a final score. The final data is loaded into the Arcview® GIS program which plots each property by CRA rating number.





Winter Park Fire Rescue Risk Assessment Form – Emergency Response

Building Address: _____

Property Name: _____

Fire Management Zone: _____ Score: _____ Risk: Low / Medium / High

Life Hazard	High Life (100 or more occupants)	3
	Medium Life (25-99 occupants)	2
	Low Life (Less than 25 occupants)	1

Building Usage	Industrial/High Life Hazard/Large Business	3
	Residential	2
	Office/Small Business	1

Community Impact	Severe (irreplaceable/historical/hospital)	3
	Moderate (high casualty/job loss/tax/food store)	2
	Minor (minor casualty/family loss)	1

Building Construction	Combustible	3
	Limited Combustibility	2
	Non-Combustibility	1

Hazard Index	Complex/Multiple/Industrial/Special	3
	Simple/Moderate/Business	2
	Limited/Common/Residential	1

Number of Stories	3 or more stories (or 40 feet high or more)	3
	2 Story	2
	Single Story Building	1

Water Supply	0 or 1 Hydrant with less than 1000 GPM	3
	1 at 1000GPM or over, and 1 less than 1000 GPM	2
	2 Hydrants at 1000 GPM or over	1

Square Footage	15,000 Square Feet or More	3
	7,501 to 14,999 Square Feet	2
	7,500 Square Feet or Less	1

Total	
-------	--

Building: Length _____ x Width _____ x Stories _____ = Square Footage _____

Hydrant Location: Primary _____

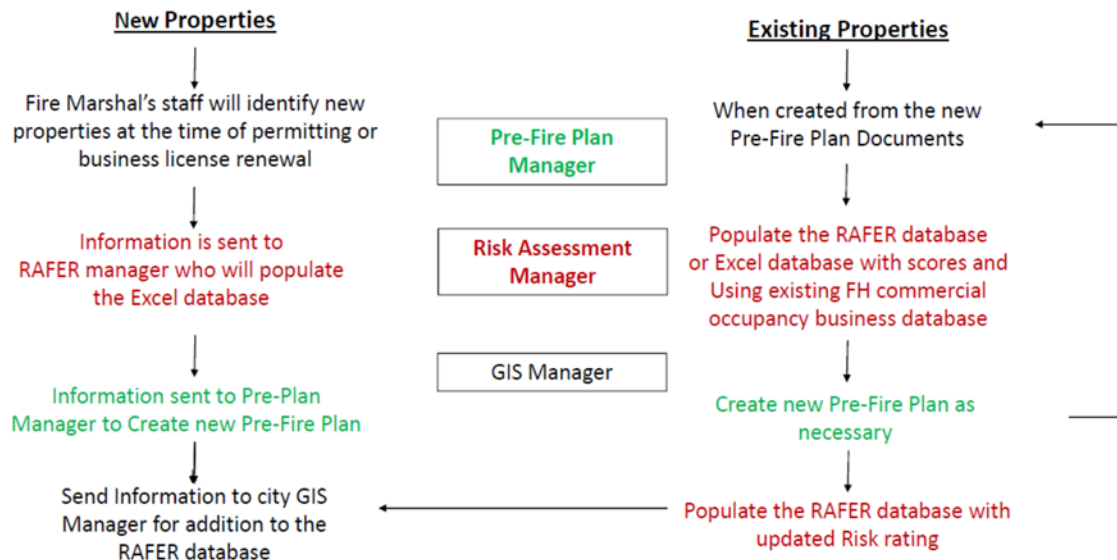
Secondary _____

Risk Score: 8-12=Low, 13-19=Medium, 20 and above = High



Maintenance of the risk assessment system, now referred to as RAFTER, is accomplished through a combination of the regular visual visits (inspections) and when the city fire marshal performs the initial fire code compliance review of the construction plans for each new commercial property. This process, along with a full scale review of the CRA properties in 2019, help to maintain the risk assessment data. This review allows the agency to make any needed adjustments to the response assignments

Risk Assessment Management Plan



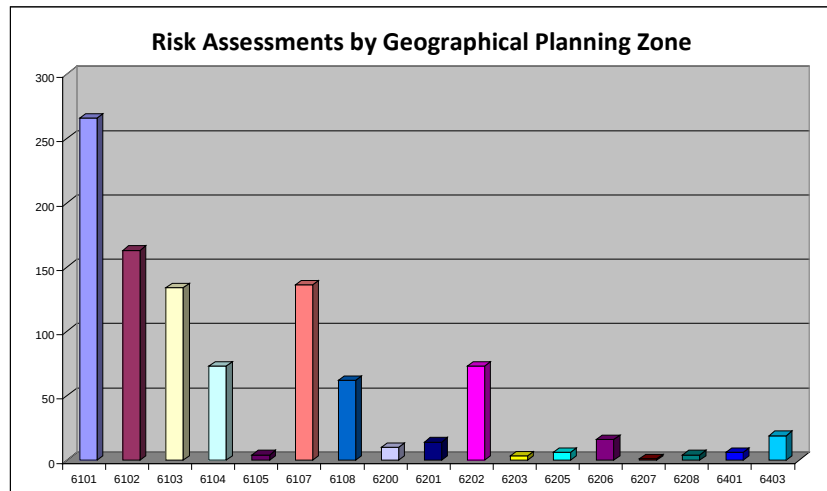
Flow Chart – Management of Risk Assessment Program



As the data is processed for each of the property a risk score is awarded. The chart below illustrates that a majority of the properties range from 10 to 12, with none of the properties receiving the highest rating of 24. Properties with the following CRA scores were classified with the associated risk level classifications:

<u>Risk Classification</u>	<u>Score</u>
High	21-24
Special	16-20
Medium /Average	10-15
Low	0-9

The risk scores are assessed by the Geographical Planning Zone to help target locations or areas of risk so that the placement of resources can best be defined. The figures represented visualize that by zone; fire station 61 has the most rated occupancies, with zones 6101, 6102 and 6107 rating the most properties.

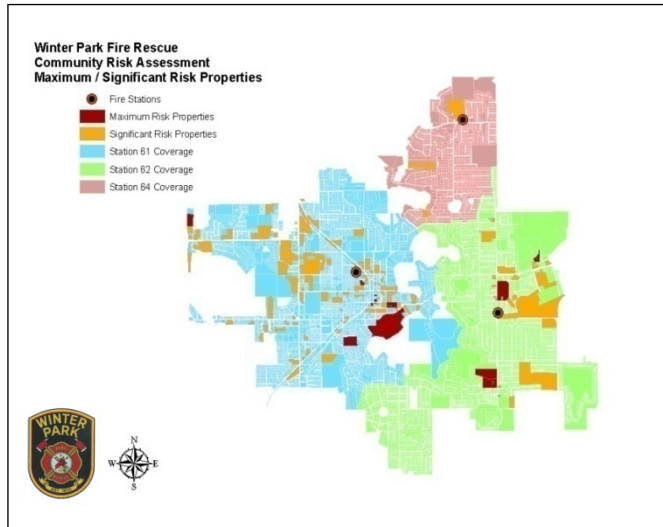


In addition to the risk data several other valuable pieces of important information are monitored as part of the overall community-wide assessment of risk. These other assessments are directed at specific functions of the operation which impact both fire and non-fire risks. Each property assessed as part of the risk assessment program is identified and plotted in the city's GIS system. This additional process allows for a real visualization of where the "at risk" properties are within the city. An example of the Maximum and Significant Risk property map has been included in this document.

WINTER PARK FIRE RESCUE COMMUNITY RISK ASSESSMENT / STANDARD OF COVER –Fifth Edition



One critical resource which must be assessed as part of the community's ability to fight fire is its water supply. As a built upon, suburban community with an established water supply, available water to fight



Risk Assignments / Fire Station Locations

fire is not normally an issue in Winter Park. The issue for our community is what can actually burn therefore an assessment of the needed fire flow is applicable. This Needed Fire Flow (NFF) analysis was first completed in 2000 and has been updated regularly throughout the period as changes are identified.

The chart here represents a sample of the Community Fire Flow Analysis. It calculates the amount of water needed to control the emergency based on the structure, contents and exposures using the fire flow calculation model offered by the National Fire Academy.

The flow calculations were made considering 25,

50 and 100 percent of fire involvement for each of the addressed structures. The advantage of this calculation is that it considers all structures including single family residential as well as multi-family and commercial structures.

Water supplies are critical to a successful fire ground operation. Knowing the capabilities of the municipal water system at any particular time is an advantage Winter Park Fire Rescue enjoys due to the direct relationship the agency has with the city's municipal Utility Department. Personnel from the Utility Department actually work alongside Fire Rescue personnel to flow and maintain all hydrants. Testing personnel from the city's water utility department have access to the Firehouse® RMS data system and maintain these important data points.

ARAGON AV			Fire Flow	Fire Flow	Fire Flow	Available	Hydrant	Test	Test	Test
Numerical	Type	Gross Sq. Ft.	GPM ¹	GPM ²	GPM ³	Water	No.	GPM ¹	GPM ²	GPM ³
800	C	1652	138	275	551	3003	448	YES	YES	YES
808	C	1030	86	172	343	3003	448	YES	YES	YES
808	C	1430	119	238	477	3003	448	YES	YES	YES

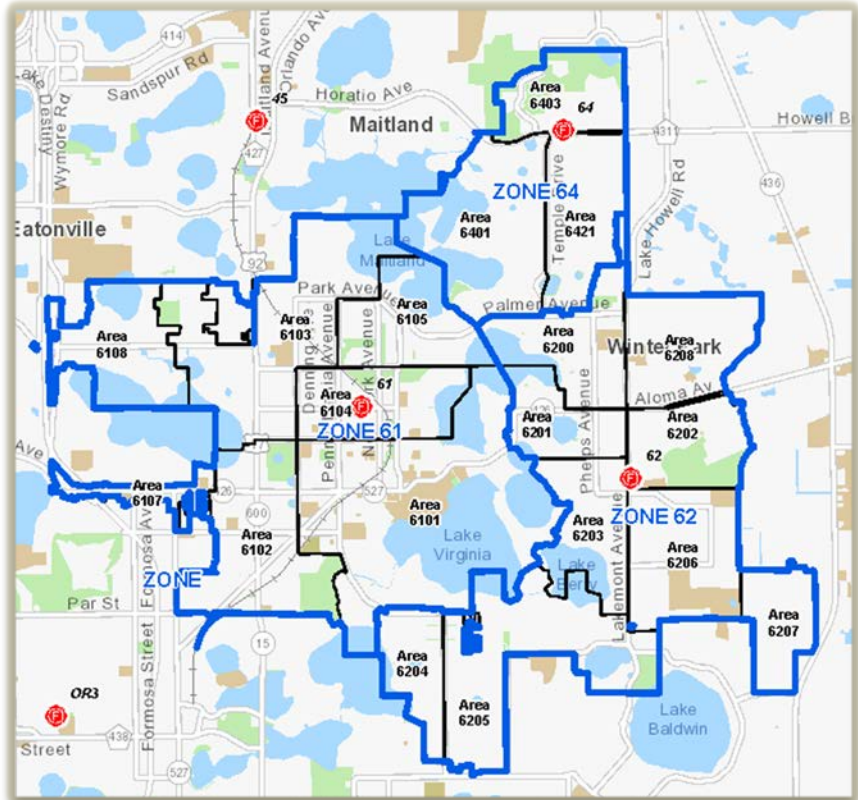
Sample - Needed Fire Flow Analysis



Geographical Planning Zones

The City of Winter Park corporate limits are comprised of an area that is land-locked by its physical relationship to the cities of Maitland and Orlando and well as the unincorporated areas of both Orange and Seminole Counties.

For the purposes of developing specific planning zones the corporate limits of the city were first divided into the first due coverage areas for each of the three fire stations. This use of the fire station first response areas allows for the consistent review of emergency responses so that accurate comparisons can be made to both the distribution and concentration of resources.



Each Station Response Area was then divided into **Geographical Planning Zones (GPZ)** based upon the sequence of remaining fire stations as fixed into the Fire Run Card response system. This system geographically divides the community and allows for common and consistent tracking of all data and responses.

All commercial properties within each specific GPZ were assessed utilizing the agency's risk assessment tool. The risk assessment process placed on each identified property a rating number based on the identified level of risk posed to firefighters or other first responders. This analysis yielded properties with ratings defined as having either a **Low, Medium, Special and High** risks. These properties are plotted into the GIS system for display within the GPZ areas. On this map, the maximum risk properties are noted in red and those significant risk properties are in gold. Each GPZ is also evaluated based on historical response data, needed fire flow as well as any significant non-fire risk events and responses.



Geographical Planning Zone 6101

Hannibal Square - Business District South – Rollins College – College Quarter – South Pennsylvania Avenue

AREA PROFILE:

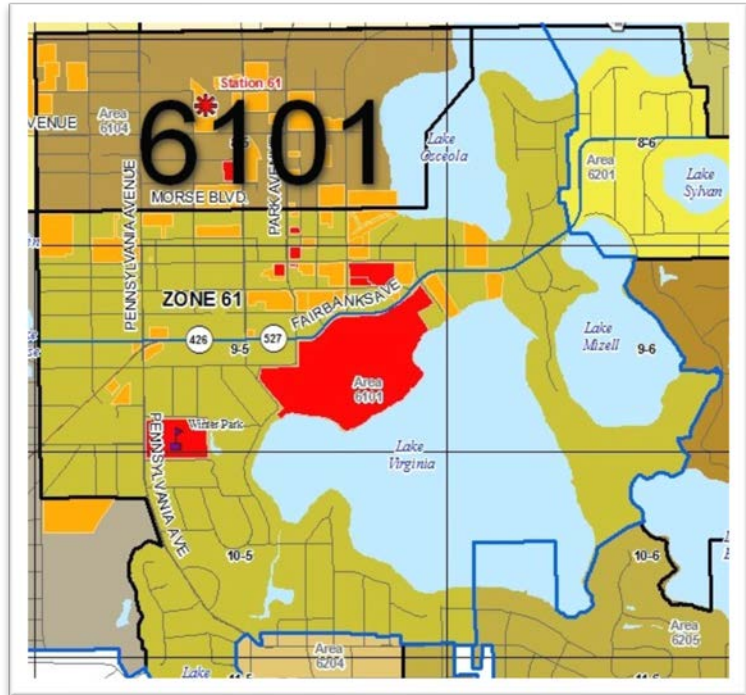
This area encompasses what is known as the Hannibal Square business district, as well as many of the city's main service operations including the Winter Park City Hall Complex. The main railroad right-of-way cuts through this zone including the SunRail Regional commuter rail stop.

Numerous shopping and professional offices dot the area including those along the city's main street, Park Avenue. The Winter Park Community Center along with several small churches and schools are also in this zone.

The city's one major "downtown" high-rise structure is also located in this zone at the corner of Park and New England Avenues. The Bank of America Building houses 6 floors of professional offices with the bank branch taking in the first floor. The building is protected with automatic fire detection and sprinklers.

The business and residential areas contained within the central business district (CDB) remains one of the city's crown jewels. Providing shopping from the quaint, small specialty shops to major chain-stores; Park Avenue attracts thousands of visitors each day. The agency recognizes this fact and performs annual fire prevention inspections of these properties. In addition, the Hannibal Square Business District has been recognized by ordinance as requiring fire sprinklers in all commercial new construction. Any new construction within this zone also requires fire sprinkler protection.

Equally as important are the residential neighborhoods located to the west of New York Avenue, continuing to Denning Drive. This area is rich in historical structures including several turn of the century homes and churches. The area is part of the city's designated Community Redevelopment Area (CRA). The most prominent real estate in this zone is on the campus of Rollins College. The main campus is a 67-acre





lakefront setting two blocks from downtown. The campus is dotted with numerous buildings including a library, museum, classrooms and dormitories. As a result of an aggressive reconstruction and renovation program, all of the buildings on the main campus are fire sprinkler protected in addition to 24-hour campus security surveillance. The Campus Safety Department of the College has direct radio access to agency as well. In 2015, the Rollins College campus was recognized as one of the most beautiful college campuses in America.

Several other significant, historical structures also exist within this zone. Most of the remaining area is residential with the exception of the Winter Park Public Library, the Alford Inn at Rollins College, and the Albin Polasek Museum and Sculpture Gardens and historical Capen House.

The incident history for this zone indicates a higher than normal number of fire related alarms. Many of these are reflective of the high number of monitored alarm systems on the Rollins Campus and in the central business district.

LOCATION FACTORS:

This area is comprised of 18.4 miles of mostly residential streets. The major roadways in this zone include Fairbanks Avenue, South New York and Park Avenues. South Park and Pennsylvania Avenues have been treated with brick pavers as a traffic calming measure. Additional four-way stop intersections do exist along major run routes within this zone. No other significant traffic calming measures are utilized in this zone.

The campus of Rollins College is located within this zone as well as the (two tracks) rail line. The area is considered to be densely populated with most of the area commercial and residential in nature. Three major lakes (Osceola, Virginia and Mizell) are also located with this zone.

RISK ASSESSMENT RATINGS:

When the agency's community risk assessment process is applied to the commercial properties within this zone the determined ratings assist the agency in making response deployment decisions based on the identified level of risk. Eight specific areas of risk were assessed to determine the demand being placed on fire and EMS emergency services. This area of the community contained the following levels of demand for fire and non-fire risk.

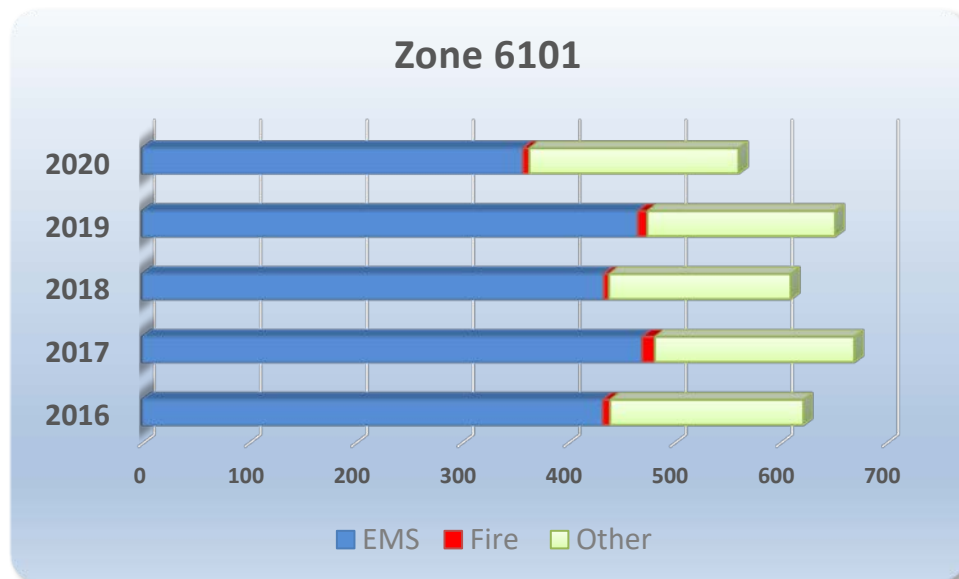
Total Properties Assessed 579
Properties Posing Above average risk 277



While a rather large percentage of properties in this zone rated above the average city-wide several of the maximum and significant risk properties also reside in this zone. In addition to the noted risks, the zone also contains Central Park, City Hall and the Winter Park Farmer's Market. While not noted as above average risk for fire, these locations also host numerous gatherings which pose significant non-fire related risks as well.

ZONE ACTIVITY CY 2016-2020

A review of the response patterns over the past five years in this zone demonstrates the most significant call demand remains emergency medical responses. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

Numerous unprotected properties exist in this zone which could pose a significant loss of life if exposed to fire. Most of these properties are located in the residential area and along the older sections of South Park Avenue. Included in the Moderate Risk area would be the Winter Park City Hall Complex. A loss of this structure to fire would be significant to the city's ability to operate due to the fact that City Hall contains many of the land records and legal documents housed by the city. The building is protected by automatic notification only and no fire sprinklers. The agency has done pre-planning and training to



respond to emergencies involving these areas will continue and work on securing fire sprinklers where applicable. A school is located at the intersection of Pennsylvania and Huntington Avenues. The Winter Park High School Ninth Grade Center operates in structure originally constructed in the early 1940s. The building operates as the ninth grade annex for the city's high school and was completely renovated in 2011.

The agency is well aware of the risks that exist on the Rollins College campus. The Office of the Fire Marshal conducts annual fire inspections of each building on campus. Additionally, Fire-Rescue crews spend time conducting pre-fire planning on property. The agency is constantly working with campus administration regarding the upgrading of existing dormitories and any new construction that takes place. Vehicle access remains an important concern of the agency. Regular patrols of both Campus Safety officers and agency supervisors help to ensure adequate fire apparatus access. The agency has performed event pre-planning and training to respond to emergencies involving these areas and will continue and work with campus staff to improve the fire safety of each structure. Many of the buildings on the Rollins College campus are of a historical nature. Additionally, a number of historical buildings owned by the College are located off-campus as well.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was originally generated in the city's Master Fire Flow Analysis. In this zone, residential dwellings ranged from slightly over 500 square feet to slightly less than 3000 square feet. Required fire flow for 100% involvement was met with the available water in the area.

The largest commercial structure is located at 400 Park Avenue South, The Sun Trust Plaza / Rollins College Parking Facility is over 370,000 square feet. Both the parking structure and commercial office and retail structure is sprinkler protected. Required fire flow for 100% involvement is 8500 gpm and the available water is rated at 2,828 gpm. The other areas located along South Park Avenue have available water to effectively attack only 25 to 50% involvement of any one structure. Maximum available water in this area is 3,589 gpm. The largest structure on the Rollins College campus is the new Bush Science Center. The building contains the college science department and is fully sprinkler protected. All other structures fell within acceptable fire flow limits.



Geographical Planning Zone 6102
South Pennsylvania Avenue West – South
Orlando Ave / South of Morse Blvd.

COMMUNITY PROFILE:

This area is best described as light commercial with smaller strip type shopping and professional malls and small to moderate residential and townhouse properties. The water system is adequate to meet fire flows for the area described to a 50% fire involvement. A large park area exists at the corner of Morse Blvd and Denning Drive. Lake Island Park hosts a number of small to moderately sized events each year. Many of the city's soccer and youth football teams use the fields at Lake Island for practice and games. The city has two main structures on the property. The Winter Park Civic Center is an 11,970 square feet multi-purpose facility located at 1050 W. Morse Boulevard. Numerous wedding receptions and meetings are held in the facility on a regular basis. The Lake Island Recreation Center is a small structure with a meeting room facility and restrooms.



A large shopping and light commercial area exists in the 800 block of South Orlando Avenue. The Holiana Shopping Center and the Winter Park Business Center are approximately 150,000 square feet combined. The shopping area, including the Publix grocery store is sprinkler protected.

LOCATION FACTORS:

This area is comprised of 11.92 road miles of mostly streets. The major roadways in this zone include Fairbanks and Orlando Avenues as well as portions of Denning Drive and Orange Avenue. Several four-way stop intersections do exist along major run routes within this zone. No other traffic calming measures are utilized in this zone.



RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage.

This area of the community contained the following levels of demand.

Total Properties Assessed 361
Properties Posing Above Average Risk 12

ZONE ACTIVITY CY 2016-2020

A review of the response patterns over the past five years it appears the most significant call demand in this zone remains EMS responses. The total number of responses for all alarms for the previous five years has been charted below.





CONSEQUENCE FACTORS:

The only significant unprotected properties in this zone, which would pose a large loss of life, and property are the Winter Park Vocational School (OCPS) and the industrial warehouses on Solana Avenue. The agency has done pre-planning and training to respond to emergencies involving these areas will continue and work with the railroad line owners and the State road department.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, residential dwellings range from slightly over 500 square feet to slightly less than 3,000 square feet. Required fire flow for 100% involvement is met with the available water in the area. Maximum available water in this area is 3,589 gpm. All other structures currently fall within acceptable fire flow limits.



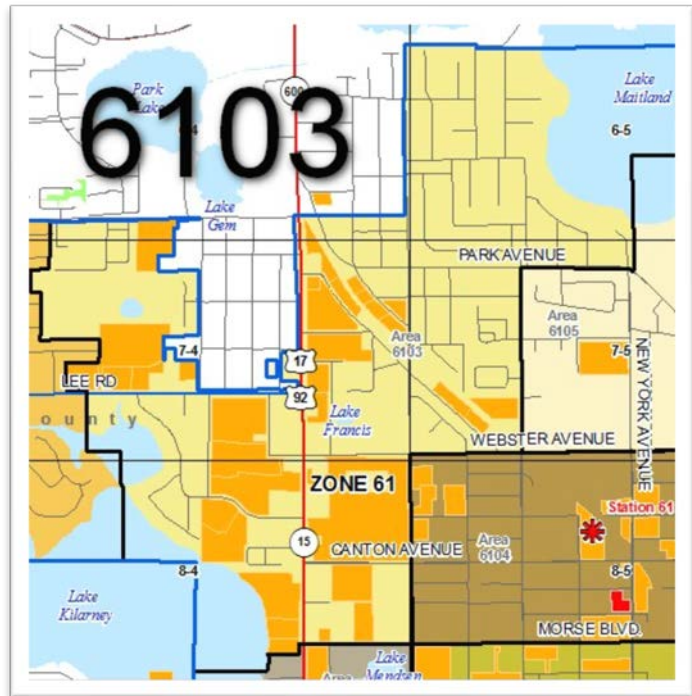
Geographical Planning Zone6103

***North Park and Orlando Avenues, Lee Road
and the Winter Park Village Complex***

COMMUNITY PROFILE:

This area is can best be described as a predominately high-end residential area with some light commercial and industrial structures. Some of the residential structures range in size from a little over 1000 to over 12,000 square feet. This zone contains a portion of the city owned golf course and cemetery.

The eastern section of the zone is bordered by Lake Maitland. Only private boat access is available in this area. The First Baptist Church of Winter Park is also located within this zone. This is a full-service church including a fully operational day-care operated five days a week. The Twelve Oaks subdivision is located off North Park Ave in this zone. This residential areas contain estate homes ranging in size from 4,000 to 9,000 square feet.



This Geographical Planning Zone also contains light commercial with smaller strip type wholesale occupancies. Over the past several years many have been renovated or are fairly new with fire protection features applicable to current adopted fire, and building codes. The water system is adequate to meet fire flows for the area described. A light industrial area does exist along Solana Avenue. Much of the industry is automotive related occupying several large warehouse type structures, which are not protected. A bulk fuel storage facility is also located in this zone. The CSX right-of-way cuts through this zone. No regular stopping points are located along the track area. Winter Park Vocational School is located at the corner of Denning Drive and Webster Avenue. This is an adult educational facility and has a large number of relocatable classroom structures, which are all unprotected.

The Winter Park Village shopping complex is also located in this demand zone. The current configuration replaced the Winter Park Mall; a common 70's generation fully enclosed shopping facility. The new layout lends itself more to a "village" type commercial concept with individual structures mixed with strip-shop style clusters of buildings. The largest structure in the complex is the 21-screen Regal Cinema. This is a



modern movie viewing facility with stadium seating. All structures in the complex are protected with fixed systems and alarms. A large strip-style shopping complex is located across US 17-92 from the Winter Park Village. The HomeGoods shopping center housed a B-Class mercantile retail facility with a multitude of other shops located north and south of the main structure. All facilities on this site are fire protected with automatic sprinklers and alarms.

Also located in this zone are two large apartment complexes and an assisted living facility (ALF). The Hidden Pond and Highland Breeze Apartments also generate a great deal of alarm activity. Both complexes are unprotected but do have monitored alarm systems. One complex experienced a large dollar loss fire in 2009. However, entire units have been lost to fire since their construction in the late 1960's. Also located in this zone is the Margaret Square Complex, a facility operated by the Winter Park Housing Authority. Low to middle income families occupy the eight unit buildings, which are unprotected and have only local fire alarm capabilities. One of the cities true high-rise structures is also located in this zone. The Plymouth Apartments, located at 1550 Gay Road, houses mostly elderly residents in a seven story, mid 60's style apartment building. The structure was retrofitted with fire protection in the 1980's. The water system in the area is adequate to meet required fire flows.

LOCATIONS FACTORS:

This area is comprised of several major arterials running north and south. Orlando Avenue (US 17-92) runs from Morse Blvd to the north city limits and intersects with Lee Road. Pedestrian traffic is heavy in this zone due to the abundant shopping areas as well as being directly adjacent to the Center for Independent Living. The zone contains 14.09 miles of roadways.

Several residential streets have been treated with brick pavers as a traffic calming measure. No other traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS

A risk assessment was completed on the commercial properties within this demand zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage.

Total Properties Assessed 134
Properties Posing Above Average Risk 36



Several concerns exist in this zone. First, the ALF facility located on Monroe Avenue while protected and monitored generates a large concern for loss of life in a fire situation. The four major apartment complexes require constant monitoring by the fire department. Three of these complexes are unprotected properties and have a somewhat transient population. These facilities pose a large loss of life, and property. In addition, two major state roads run both east to west (Lee Road) and north and south (US 17-92). The agency has done pre-planning and training to respond to emergencies involving these areas will continue and work with the apartment complex owners in the area of fire prevention. (Unprotected properties) There exists a church and church school in this zone. Several significant residential areas do exist include those located along Lake Maitland and in the Twelve Oaks Subdivision. No overnight parking of over-the-road transportation vehicles carrying hazardous materials is allowed in the city of Winter Park.

ZONE ACTIVITY CY 2016-2020

A review of the response patterns over the past five years shows the most significant call demand in this Zone is for medical services. The total number of responses for all alarms for the previous five years has been charted below.





NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwellings are located at 1695 and 1701 Lee Road. These are unprotected, multi-family apartment dwellings ranging in size from 36,248 to 54,174 square feet. The hydrant system in this area can only generate what is required to meet a 25% involvement.

Available water in the complexes ranges from 3,065 to 3,252 gpm. This is a large life hazard area and is so recognized by the agency. Two large commercial occupancies are located in this zone. The K-Mart plaza at 501 N. Orlando Avenue at 105,050 square feet and the old Dillard's Structure at 490 N. Orlando at 101,230 square feet is among the largest in the community. Both structures are sprinkler protected. All other structures fall within acceptable fire flow limits.

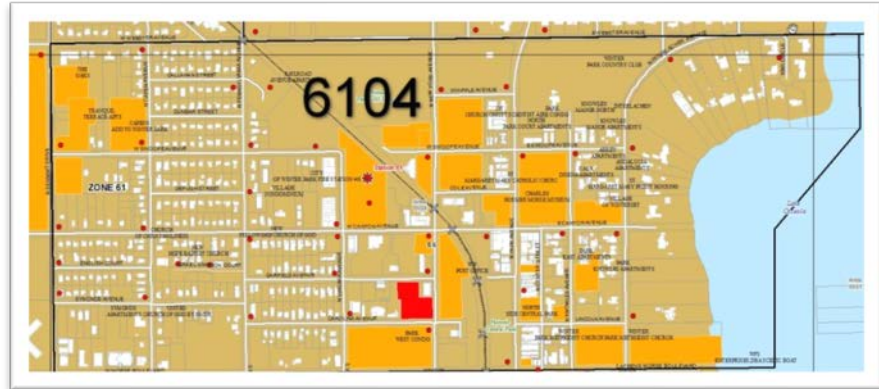


Geographical Planning Zone6104

***Central Business District /
North Park Avenue***

COMMUNITY PROFILE:

This zone is reflective of old Winter Park. Many of the original residential areas of the city still remain. In 1992, most of this zone was designated by the city of Winter Park and Orange County a Community Redevelopment Area (CRA). Since then, the city has worked with developers to rebuild much of the neighborhood. Residential housing from less than 900 square feet to over 10,000 square foot estates located along Lake Osceola. Fire Station 61, along with the Public Safety Complex is located in this zone.



The city's central business district is contained within this zone. The Park Avenue shops and restaurant district is found in both this zone and in zone 6101. This area is a key economic generator for the community. A major fire in this key area would have a large economic impact. Some of the structures along the "Avenue" are sprinklered, but more are not. A working fire has the potential to move along the block with disastrous implications.

Saint Margaret Mary Catholic Church and School (K-8) along with First United Methodist Church of Winter Park and the First Church of Christ Scientist operate facilities in this zone. Many of the buildings in both of these facilities are sprinkler protected. Population in this zone can be very heavy during Sunday services and around the holidays.

Several residential properties of significant historical value are located in this zone. The historical *Casa Feliz* home located at 656 N. Interlachen Avenue was designed by architect George Gamble Rogers in the 1920s. The house was saved from demolition several years ago and was after relocated to its present location saving it for its historical value.

Two major condominium complexes are located along Interlachen Avenue which pose a potential problem for the fire department. Whispering Waters and the Cloisters are located at the intersection of Morse Blvd and Interlachen. These are multi-story buildings with mostly an elderly population. Each facility being located along Lake Osceola, poses an access problem. Fire apparatus only have access to three sides of either building making rescues from upper floors difficult. In addition, Whispering Waters



has a below-grade parking garage facility.

The CSX right-of-way cuts through this zone. The Winter Park Train Station services both Sun Rail and Amtrak passengers is also located in this zone. The Station generates few calls however the potential for an incident involving suspicious packages and cargo does exist. Sun Rail is a daily commuter service running five days a week while Amtrak runs approximately six trains per day.

LOCATION FACTORS:

This area is comprised of 7.19 miles of mostly residential and secondary streets. The major roadways in this zone include North New York and North Park Avenues.

North Park Avenue has been treated with brick pavers as a traffic calming measure. Additional four-way stop intersections do exist along major run routes within this zone. No other traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city.

Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed	73
Properties Posing Above Average Risk	18



ZONE ACTIVITY CY 2016-2020

A review of the response patterns over the past five years in this zone it appears the most significant call demand remains medical responses. Overall, it appears that a slight downward trend in calls in this Zone is occurring. No significant fires have occurred over the past five years. The total number of responses for all alarms for the previous five years has been charted below.



Several significant unprotected properties are found in this zone which would pose a large loss of life, and property. The agency performs pre-planning and training to respond to emergencies involving these areas.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 15,810 square feet and is located at 700 N. Interlachen Avenue. Required fire flow for 100% involvement of this structure is 5270 gpm and the available water is rated at 3268 gpm. Also located in this zone is a multi-family structure at 857 W. Swoop Avenue measuring 20,385 square feet. Required fire flow for 100% involvement of this structure is estimated at 6775 gpm and the available water is rated at 3140 gpm. The largest commercial structure is located at 400 Park Avenue South, The Sun Trust Plaza / Rollins College Parking Facility is over 370,000 square



feet. Both the parking structure and commercial office and retail structure is sprinkler protected. Required fire flow for 100% involvement is 8500 gpm and the available water is rated at 2828 gpm.

The other areas located along Park Avenue South have available water to effectively attack only 25 to 50% involvement of any one structure. Another large commercial occupancy is located at 500 N. New York Avenue and is 56,361 square feet. This building is sprinkler protected. Not necessarily the largest in size but certainly in economic impact, the commercial shopping area on N. Park Avenue is located within this zone. It has been designated as a moderate risk due to the potential economic loss due to fire. The largest single structure in this zone is located at 200 N. Park Avenue and is 26,267 square feet. Required fire flow for 100% involvement is 8,876 gpm and the available water is rated at 2,876 gpm. All other structures fall within acceptable fire flow limits and are identified in the Fire Flow Analysis.



Geographical Planning Zone 6105

Palmer / Alabama Avenue

AREA PROFILE:

This area contains numerous high-end residential estate properties. Some of the residential structures range in size from a little over 1000 to over 12,000 square feet. The zone contains one small assisted living center with less than 20 residents. Roadway access to many of the properties is limited forcing some extensive pre-fire planning for the estate-size single family dwellings. The area is bordered on the east by the canal between Lakes Osceola and Maitland.



LOCATION FACTORS:

This area is comprised of 4.85 miles of mostly residential streets. The major roadways in this zone include Palmer Avenue, North New York and North Park Avenues. North Park Avenue has been treated with brick pavers as a traffic calming measure. Additional four-way stop intersections do exist along major run routes within this zone. No other traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS

A risk assessment was completed on the commercial properties within this demand zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 4
Properties Posing Above Average Risk 0

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There are no significant unprotected properties in this zone, which would pose a large loss of life, and property other than the large estate residential structures. The agency has done pre-planning and training to respond to emergencies involving these areas. Kraft Azalea Gardens, a city of Winter Park owned property is located in the northern section of this zone and offers access to Lake Maitland.

ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this zone reported during the period. The total number of responses for all alarms for the previous five years has been charted below.



NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 11,665 square feet. Required fire flow for 100% involvement is 3,888 gpm; available water is rated at 2,535 gpm. The largest commercial occupancy is 82,144 square feet and is a sprinkler protected. All other structures fall within acceptable fire flow limits and are identified in the Fire Flow Analysis.



Geographical Planning Zone 6107

***Fairbanks Avenue westward to
Interstate 4***

AREA PROFILE:

This area was originally annexed by the city in 2004 and includes all the commercial properties along the Fairbanks Avenue corridor from 17-92, west to Interstate 4 and Wymore Road. It is best described as a light commercial and warehouse district. A number of small to medium sized commercial office complexes are located along the Fairbanks Avenue corridor. The only sprinkler protected property is an office and medical complex in the 1500 block of Fairbanks Avenue.



LOCATION FACTORS:

This area is comprised of 2.33 miles of mostly residential and secondary streets. The major roadways in this zone include Fairbanks Avenue west to the city limits at Wymore Road and the interchange with Interstate 4 (I-4). No traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city.

Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 136
Properties Posing Above Average Risk 7



CONSEQUENCE FACTORS:

The agency has done pre-planning and training to respond to emergencies involving these areas. There are several private schools and churches in this zone. A large medical cancer and pain treatment facility generates an above average number of medical and fire alarm related responses.

ZONE ACTIVITY CY 2016-2020

There were no major incidents of large dollar loss fires or loss of life from fire in this zone reported during the period. The total number of responses for all alarms for the previous five years has been charted below.



NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every commercial structure was generated in the city's Fire Flow Analysis. In this zone, the largest commercial property is a church complex. A large number of commercial properties are located along the side streets off Fairbanks Avenue. More commercial properties are located off Wymore Road. All structures fall within acceptable fire flow limits and are identified in the Fire Flow Analysis.



Geographical Planning Zone 6108

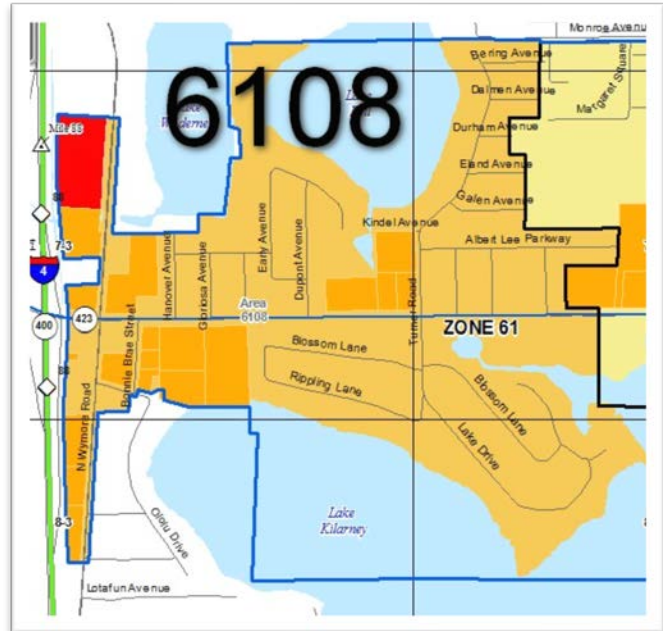
Lee Road westward to Interstate 4 / Lake Bell

AREA PROFILE:

This area was annexed into the city in 2003 and 2004. It contains mostly light commercial and several multi-family and single family residential neighborhoods. The area connects the downtown areas to Interstate 4 and to the light commercial areas along Wymore Road. The area along I-4 contains a large car dealership and a local TV station (WESH) and their facilities.

LOCATION FACTORS:

This area is comprised of 5.51 miles of mostly residential streets. The major roadways in this zone include Lee Road and Wymore Avenue and the intersections with Interstate 4. No traffic calming measures are utilized in this zone.



RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 62
Properties Posing Above Average Risk 16

CONSEQUENCE FACTORS:

There are a number of unprotected properties in this zone which would pose a large loss of life, and property. Large two-story apartment complexes are located along Lee Road. The agency has done pre-planning and training to respond to emergencies involving these areas. There are no schools, churches, or libraries in this zone.



ZONE ACTIVITY CY 2016-2020

No loss of life was recorded from fire. The total number of responses for all alarms for the previous five years has been charted below.



NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is an 87 unit, 13 building garden apartment complex. The largest commercial occupancy is a multi-story 93,609 square foot building which is sprinkler protected. All other structures fall within acceptable fire flow limits and are identified in the Fire Flow Analysis.



Geographical Planning Zone 6200

Lakemont Avenue - North

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Homes on the western area of this zone border Lake Osceola and have limited roadway access. Lakemont Elementary School (K-5) is located in this zone and has structures up to 22,000 square feet. It is operated by the Orange County School System and offers a normal 9-month school schedule. A local fire alarm system is monitored on campus. A school resource police officer is on campus at all times. The entire campus was rebuilt in 2009.

LOCATION FACTORS:



This area is comprised of 7.42 miles of mostly residential streets. The major roadways in this zone include Phelps Avenue, North Lakemont Avenue and Temple Drive. While the streets are mostly residential in nature, no specific traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 10
Properties Posing Above Average Risk 5



ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this zone reported during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

The Lakemont Elementary School campus was completely rebuilt in 2009. All structures are now protected with a fire sprinkler system. The facility has been pre-fire planned. There are buildings of historical value in this zone most of which are residential. In addition, the community YMCA facility is located in this zone. It is also sprinkler protected.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 6,606 square feet. Required fire flow for 100% involvement is 2,202 gpm and the available water is rated at 2,759 gpm. The largest commercial occupancy is 21,947 square feet and is not protected. Fire flow in the area is limited and is shown to be at 3,120 gpm.

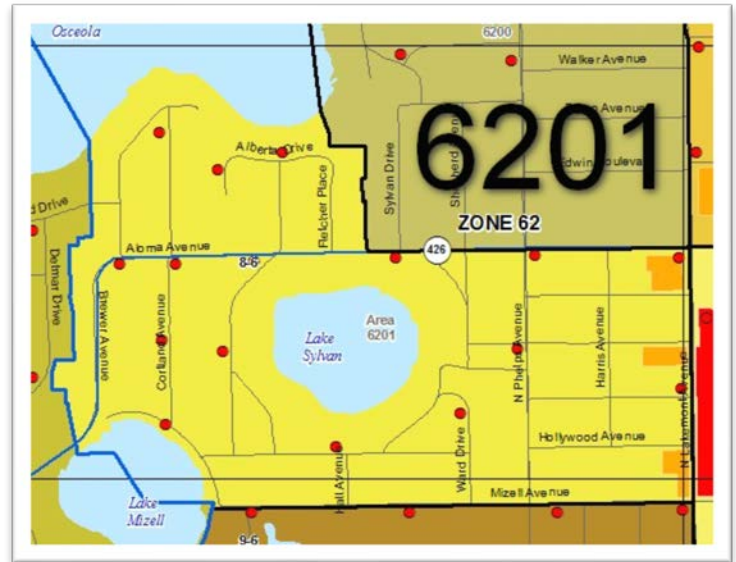


Geographical Planning Zone 6201
Lake Sylvan Area

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Homes on the western area of this zone border Lake Osceola and have limited roadway access. Lake Sylvan is a prominent feature of this area.

Two residential streets border the lake and a number of larger homes front the lake directly. Several commercial properties front Lakemont Avenue and Aloma Avenue. A three-story professional office structure, including a bank is located on this busy corner, also located on the eastern edge of this area is the Florida Hospital / Winter Park campus. The emergency entrance and physician parking area enter off of North Lakemont Avenue. The complete hospital campus is sprinkler protected. Traffic is a major concern of this area as Aloma Avenue is the main east-west thoroughfare in the city. At peak hour, traffic is brought to a complete standstill. This often requires emergency vehicles go into oncoming traffic or choose another route.



LOCATION FACTORS:

This area is comprised of 5.08 miles of mostly residential streets. The major roadways in this zone include Phelps Avenue, North Lakemont Avenue and Temple Drive. While the streets are mostly residential in nature, no specific traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

An assessment was completed on the residential and commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage.



This area of the community contained the following levels of risk.

Total Properties Assessed 14
Properties Posing Above Average Risk 4

ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this zone reported during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

There is no significant commercial property in this zone. There are no schools, churches, libraries, or buildings of historical value in this zone.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 7,367 square feet. Required fire flow for 100% involvement is 1,210 gpm and the available water is rated at 2,456 gpm. The largest commercial occupancy is 266,806 square feet and is protected with fire sprinklers. Fire flow in the area is shown to be at 4,303 gpm.

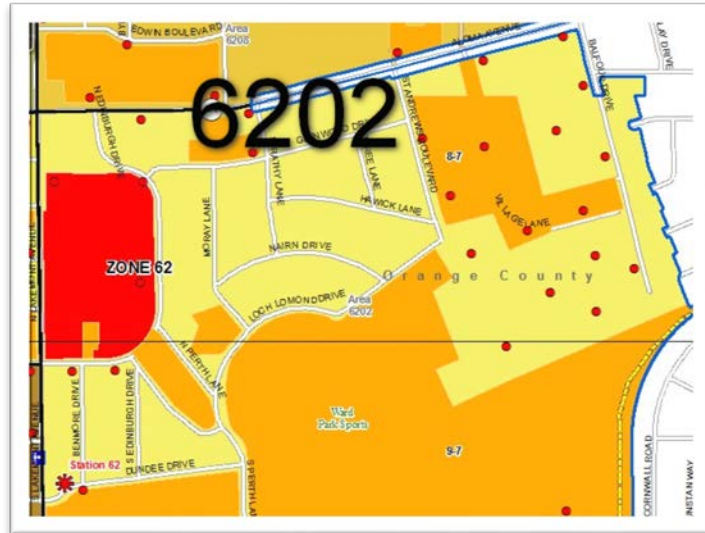


Geographical Planning Zone 6202

Loch Lomond Drive

AREA PROFILE:

This area is best described as light commercial with smaller strip type malls with a limited residential area. A majority of the commercial property in the zone is designated for medical or professional use, the exception being the light commercial areas adjacent to Aloma Avenue. Two large condominium projects are located on the eastern border of this zone in addition to a large housing authority project on Balfour Road. Neither the condominiums nor the apartment project is sprinkler protected. Many of the residents of these complexes are elderly and have specialized medical needs.



The city's only true stadium and sports complex are located along Cady Way in the southeastern portion of this zone. The stadium is used for high school athletics such as football and track. A community swimming pool operated by the YMCA is adjacent to the stadium. A church campus is located at the corner of South Lakemont Avenue and Dundee Drive. Several smaller offices and a daycare facility are also in this area. None of these facilities are sprinkler protected.

An Assisted Living Facility ALF is also located in this zone at 2075 Loch Lomond Drive. *Manor Care* houses several hundred patients of varying stages of health and recovery. This is a 40,825 square feet facility and is sprinkler protected.

LOCATION FACTORS:

This area is comprised of 4.40 miles of mostly residential streets. The major roadways in this zone include North Lakemont and Aloma Avenues. While the streets are mostly residential in nature, no specific traffic calming measures are utilized in this zone.



RISK ASSESSMENT FACTORS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of identified risk.

Total Properties Assessed 74
Properties Posing Above Average Risk 13

ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this zone reported in this Geographical Planning Zone during the period. The total number of responses for all alarms for the previous five years has been charted below.





CONSEQUENCE FACTORS:

This Geographical Planning Zone contains the Florida Hospital / Winter Park campus. Most of the structures on the hospital campus are fully sprinklered. The only significant unprotected properties in this zone which would pose a large loss of life, and property are a large church campus and any incidents involving the Cady Way Park & Stadium complex. The agency has done pre-planning and training to respond to emergencies involving these areas. No overnight parking of over-the-road transportation vehicles carrying hazardous materials is allowed in the City of Winter Park. There are no schools, libraries, or buildings of historical value in this zone.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 2,837square feet. Required fire flow for 100% involvement is 946 gpm and the available water is rated at 4,610 gpm. The four buildings located at 303 Balfour Drive average 23,000 square feet in size and are not sprinkler protected. The largest commercial occupancy is 40,825square feet and is sprinkler protected. Fire flow in the area is shown to be at 3,925 gpm.



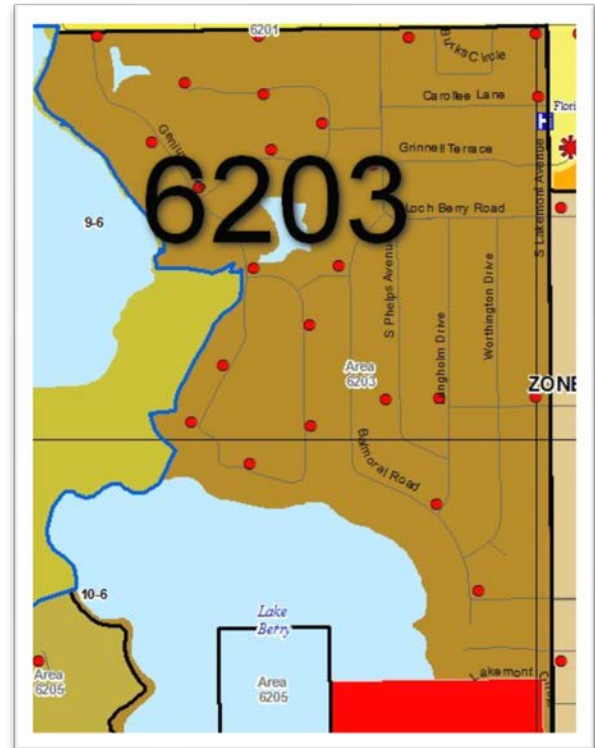
Geographical Planning Zone 6203

Windsong / South Phelps Avenue

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Homes on the western area of this zone border Lake Mizell, Berry and Virginia and have limited roadway access. The northern area of the Windsong residential development is located in this zone. Many of the homes being built in this area will be estate size of 3,000 square feet and above.

The only other significant structure in this area is the Winter Park Towers complex located at 1111 South Lakemont Avenue. This is a high-rise adult assisted living center. Many of the occupants are independent and live on their own. A medical care wing does operate at the site and can handle up to 30 patients. Also located on the campus are numerous individual housing units. The main building is sprinkler protected and monitored for fire and smoke detection throughout. This location generates a great deal of EMS requests during the year. Total call time is not adversely impacted due to the facilities close proximity to Florida Hospital Winter Park.



LOCATION FACTORS:

This area is comprised of 5.66 miles of older residential streets. The major roadways in this zone include South Lakemont Avenue and Glenridge Drive. While the streets are mostly residential in nature, no specific traffic calming measures are utilized in this zone. The nature of the street system being rather hilly for Florida shows a difference in the normal nature of the Winter Park roadways. This has little or no impact on any response factor.



RISK ASSESSMENT FACTORS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 3
 Properties Posing Above Average Risk 2

ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this zone reported during the reporting period. The total number of responses for all alarms for the previous five years has been charted below.





CONSEQUENCE FACTORS:

The only significant property in this zone which would pose a large loss of life, and property is the Winter Park Towers complex. The main high-rise structure is of particular concern due to the level of mobility of the occupants.

Should an emergency evacuation be needed, numerous additional resources would be needed. There are no schools, churches, libraries, or buildings of historical value in this zone.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 6,650 square feet. Required fire flow for 100% involvement is 2,217 gpm and the available water is rated at 3,798 gpm. The largest commercial occupancy is 312,723 square feet and is sprinkler protected. Fire flow in the area is shown to be at 2,242 gpm.



Geographical Planning Zone 6204

North Phelps Avenue

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Homes in the zone range in size from slightly over 1000 to almost 10,000 square feet.

LOCATION FACTORS:

This area is comprised of 5.34 miles of residential streets. The major roadways in this zone include Lake Sue Avenue and Winter Park Road. All roads are two lane in design and contain several different forms of the community's traffic calming measures. Several main routes are surfaced in brick causing vehicles to travel slower. Other streets feature center dividers and circles designed to slow or stop vehicles.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Zone as a part of the Community Risk Assessment (CRA) program of the city.

Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

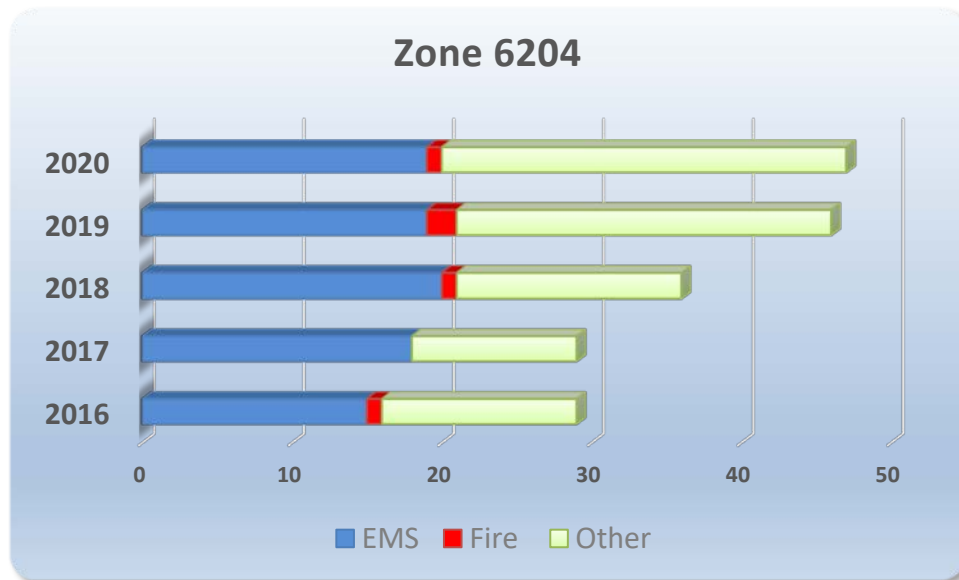
Total Properties Assessed 1
Properties Posing Above Average Risk 1





ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this Geographical Planning Zone reported for the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

This Geographical Planning Zone contains numerous estate size houses, some with very limited access. There are no schools, churches, libraries, or public buildings of historical value in this zone.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 9,959 square feet. Required fire flow for 100% involvement is 3,320 gpm and the available water is rated at 2,771 gpm. Fire flow in the area is shown to be at 6,859 gpm.

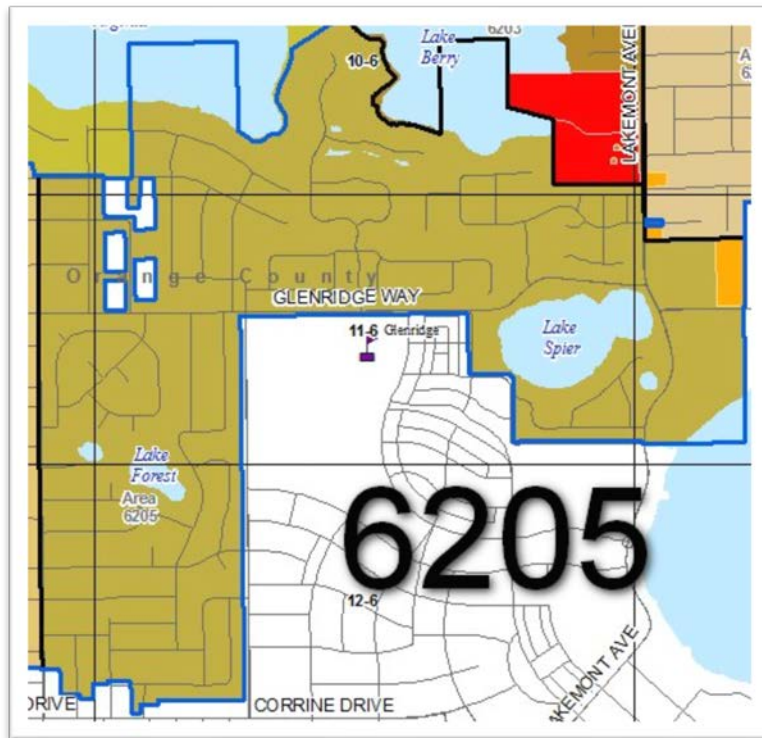


Geographical Planning Zone 6205

*Lake Sue /Glenridge / Preserve
Point / Windsong*

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Lakes Virginia and Berry border the zone on the north. Many of the residential properties located along the lakes offer limited access for fire attack. A small apartment complex is located on the eastern border of this zone. The Tara House Apartments on Glenridge Way is a complex of two-story buildings, which are unprotected by sprinklers. Response load in this area is very limited.



This zone also includes the southern portion of the residential development at *Windsong*. These home sites are large enough to provide estate size dwellings. The water system was developed with these structures in mind and will provide adequate flow to meet the agency's needs.

An area immediately adjacent to the southern portions of this zone includes several streets not within the corporate limits of Winter Park. Through participation in the six-party Joint Response Agreement, Winter Park covers these areas for all hazards. All areas are residential and pose no significant level of risk beyond those encountered in the remainder of the zone.

Additionally, the agency participates in an inter-local agreement with the city of Orlando to provide fire-response service to the Veteran's Administration Hospital complex located at the end of Glenridge Way. The facility includes a multi-story, sprinkler protected structure.



LOCATION FACTORS:

This area is comprised of 13.56 miles of mostly residential streets. The major roadways in this zone include South Lakemont Avenue and Glenridge Drive. While the streets are mostly residential in nature, no specific traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city.

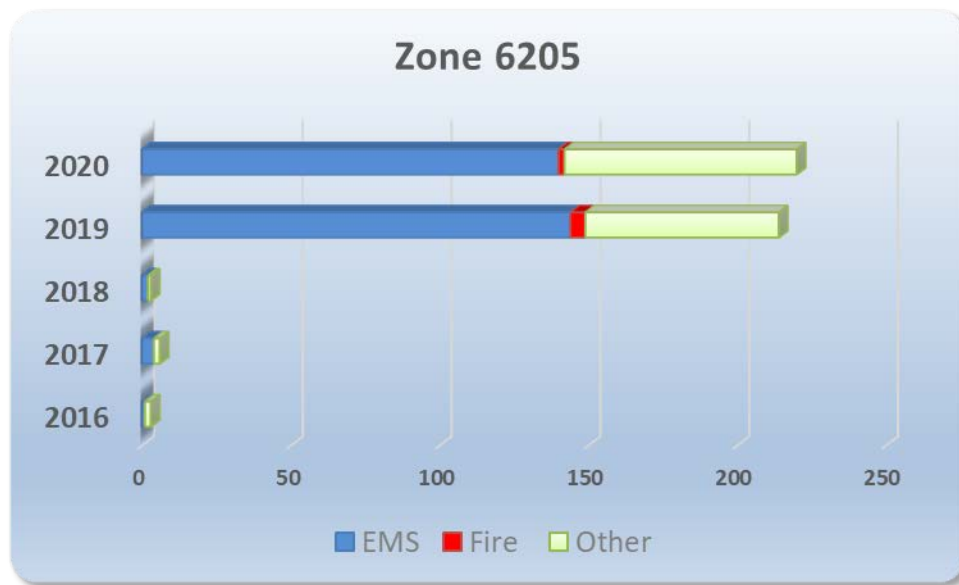
Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 7
Properties Posing Above Average Risk 3



ZONE ACTIVITY CY 2016-2020

The only significant fire occurred in a single family dwelling in this Zone during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

The only significant unprotected property in this zone is the Tara House Apartment complex. There are several small churches located in this zone. No libraries or public buildings of historical value in this zone.



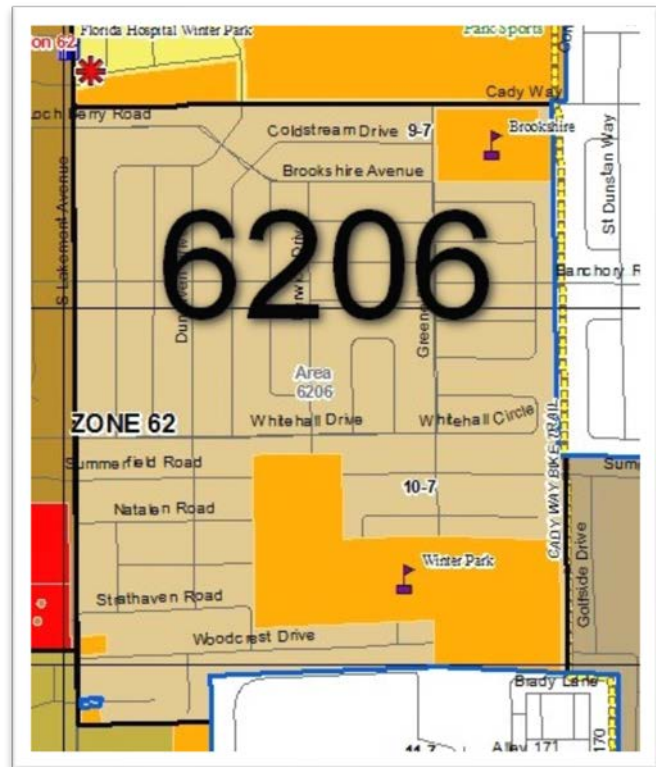
Geographical Planning Zone 6206

Summerfield Road / WPHS

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Two schools are located within this zone. Brookshire Elementary School (K-5) is located on Cady Way at Green Drive and the Winter Park High School campus is located on Summerfield Road. Both facilities are operated by the Orange County School System and offer a normal 9-month school schedule.

Brookshire Elementary was completely rebuilt in 2013 and is now protected with full fire alarm and fire sprinkler systems. A school resource police officer is on campus at all times.



Winter Park High School houses over 3,000 students annually and offers the full range of high school related activities. Several structures on campus are standpipes and only the newer buildings are protected with fire sprinklers. Small, residential roadways limit access to the campus. Only two regular means of entry and egress are available. Others are gated and locked at all times. The building has been extensively pre-incident planned. A school resource police officer is assigned to this campus.

Included in this zone is the Cady Way exercise trail. The paved path runs from Winter Park into the city of Orlando at the Fashion Square Mall. A 9-1-1 access phone is located along the path on Summerfield Road. Access points for vehicles exist at each street grade crossing. While this is a heavily traveled trail, call generation has been limited.

LOCATION FACTORS:

This area is comprised of 9.59 miles of mostly residential streets. The major roadways in this zone include Lakemont Avenue and Greene Drive. While the streets are mostly residential in nature, several specific traffic calming measures are utilized in this zone. Two round-a-bouts and several bump outs are used



along Green Drive to slow traffic associated with the high school.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 14
 Properties Posing Above Average Risk 2

ZONE ACTIVITY CY 2016-2020:

There were no major incidents of large loss of dollars and or life in this zone reported during the season. The total number of responses for all alarms for the previous five years has been charted below.





CONSEQUENCE FACTORS:

The only significant unprotected properties in this zone, which would pose a large loss of life, and property are the two public school complexes. The agency has done pre-planning and training to respond to emergencies. There are several larger church complexes in this zone; however there are no libraries, or public buildings of historical value located in the area.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 5,557 square feet. Required fire flow for 100% involvement is 1,852 gpm and the available water is rated at 3,523 gpm. The largest commercial occupancy is 85,350 square feet and is standpipe served with only limited sprinkler protection. Fire flow in the area is shown to be at 3,217 gpm.



Geographical Planning Zone 6207

Golfside Drive Community

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Homes in the zone range in size from slightly over 1,000 to almost 4,200 square feet. The only commercial structure is located at the Winter Pines Golf Course off Golfside Drive. The clubhouse is not protected by any fire suppression systems. The issue of most concern for services in this area is the driving distance for first and second due units. The area is outside the 1.5 driving distance for the engine company located at fire station 62.

LOCATION FACTORS:

This area is comprised of 2.61 miles of mostly residential streets. The major roadways in this zone include Phelps Avenue, North Lakemont Avenue and Temple Drive. While the streets are mostly residential in nature, no specific traffic calming measures are utilized in this zone.



RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Improving Outcomes ... Every day!

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ZONE ACTIVITY CY 2016-2020

A large single family house fire occurred in this zone in August of 2018. The fire was detected early with smoke detection devices and no loss of life or injury was reported. Otherwise no other significant events has occurred in this in this Geographical Planning Zone during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

The agency has done pre-planning and training to respond to emergencies involving these areas. There are no schools, churches, libraries, or commercial buildings of historical value in this zone.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 4,168 square feet. Required fire flow for 100% involvement is 1,389 gpm and the available water is rated at 3,056 gpm.

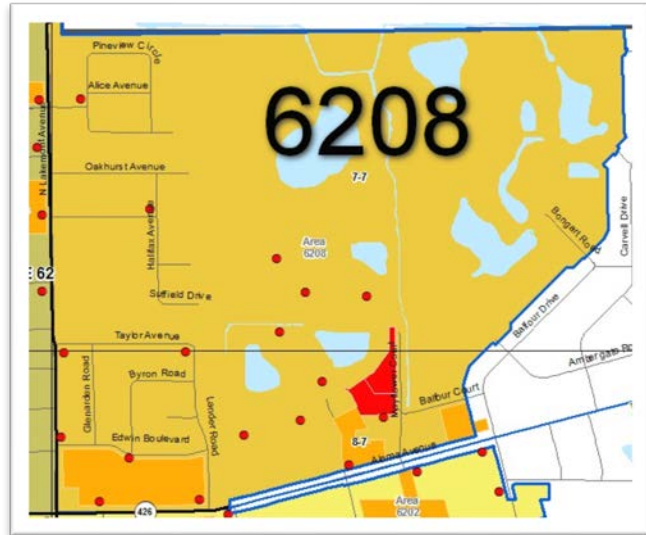


Geographical Planning Zone 6208

Palmer East

AREA PROFILE:

This area is best described as light commercial and residential with small strip type shopping centers along Aloma Avenue. Additionally, an Assisted Living Center is located on Mayflower Court, which includes a low-rise structure, and individual, independent living centers. Two structures total 162,897 square feet while two others are 83,035 and 49,207 respectfully. All properties at the Mayflower Retirement Community are protected with fire sprinklers with the exception of the independent living homes.



Aloma Avenue transverses this zone from east to west and carries a tremendous amount of daily traffic. The shopping areas and professional offices line the roadway and, in some cases, for several blocks off the highway. A small area of residential streets runs directly behind the retail centers. Homes in this neighborhood do not exceed 3400 square feet. A small seven-unit apartment complex with units equaling 13,524 square feet in size is located on Gallery View Drive; these are two-story, unprotected structures of ordinary construction.

LOCATION FACTORS:

This area is comprised of 3.44 miles of mostly residential streets. The major roadways in this zone include Aloma Avenue and North Lakemont Avenue While the streets are mostly residential in nature, no specific traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.



Total Properties Assessed 4
 Properties Posing Above Average Risk 3

ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this Geographical Planning Zone reported during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

The only significant unprotected properties in this zone which would pose a large loss of life or property are the independent living structures at the Mayflower Retirement Center. The four retail shopping centers along Aloma Avenue are independent of each other. However, should any one receive major damage from fire or other emergency it would have an economic impact on the community. Additionally, the Gallery View Apartments are of a concern due to their construction type and occupancy load. There is a large church complex located on north Lakemont Avenue in this zone. No libraries or other commercial buildings of historical value are located in this zone.



NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest single-family residential dwelling is 3,308 square feet. Required fire flow for 100% involvement is 1,103 gpm and the available water is rated at 4,501 gpm. The largest multi-family residential occupancy is 162,897 square feet and is sprinkler protected. Fire flow in the area is shown to be at 2,563 gpm. The largest individual commercial occupancy is 48,221 square feet and is sprinkler protected. Fire flow in the area is shown to be at 2,820 gpm.



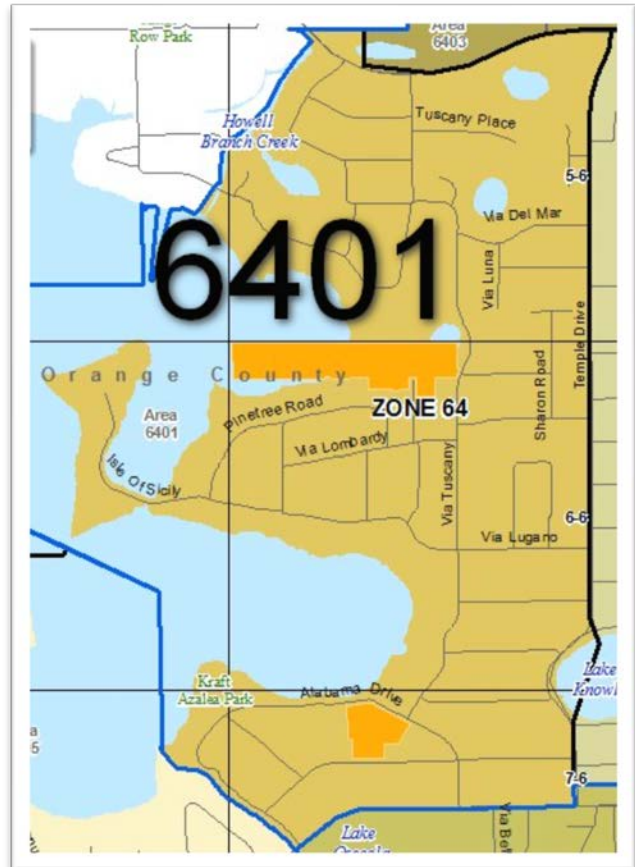
Geographical Planning Zone 6401
Temple Drive West / Via Tuscany / Isle of Sicily

AREA PROFILE:

This area is best described as residential in nature. Most of the homes in the zone range in size from slightly over 2,000 to almost 10,000 square feet and would qualify in the estate category of residential property. In most cases, the water system is adequate to meet fire flows for the area described. The only commercial structure is located at the Winter Park Racquet Club located on Temple Drive. The clubhouse is not protected by any fire suppression systems.

LOCATION FACTORS:

This area is comprised of 8.59 miles of mostly residential streets. The major roadways include Temple Drive to the west and Howell Branch Road to the north. Temple Drive has been treated with brick pavers as a traffic calming measure.



RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 6
Properties Posing Above Average Risk 1



ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this Geographical Planning Zone reported during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

The only significant unprotected commercial property in this zone, which would pose a large loss of life, and property is the Winter Park Racquet Club main clubhouse structure. Narrow roadways and lake front access to Lake Maitland limit access. The main structure is 12,505 square feet and is not protected by automatic fire sprinklers. Another area of concern in this zone is the residential properties on the Isle of Sicily. This exclusive area is accessible by a one-lane bridge. The rated capacity of the bridge is currently 40,000lb. The 10 homes on the island range in size from 4,800 to 12,000 square feet. There are no schools, churches, or libraries in this zone.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 12,745 square feet.



Required fire flow for 100% involvement is 4,284 gpm and the available water is rated at 2,888 gpm. The largest commercial occupancy is 12,505 square feet and is not protected. Fire flow in the area is limited and is shown to be at 1,414 gpm.



Geographical Planning Zone 6403

Temple Trail North

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Homes in the zone range in size from slightly over 2,000 to almost 10,000 square feet in size. A small commercial area exists at the intersection of Temple Trail and Howell Branch Road. These are



typical in nature and contain both retail and professional occupancies. An unprotected apartment complex is located on Temple Trail, which has structures ranging in size from 6,000 to 12,000 square feet. Available water supply in the area does not make this a target hazard for 100% involvement. Fire Station 64 is located within this zone as well as the city's Public Works Compound and Maintenance Facility.

LOCATION FACTORS:

This area is comprised of 2.92 miles of mostly residential streets. The major roadways include Temple Drive to the west and Howell Branch Road to the north. No other special traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.

Total Properties Assessed 19
Properties Posing Above Average Risk 3



ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this Geographical Planning Zone reported for during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

The only significant unprotected property in this zone, which would pose a large loss of life, and property is the unprotected condominium complex located on Sandlewood Trail. The Sandlewood Trail Condominiums are comprised of 11 two-story, structures of ordinary construction ranging in size from 6,000 to 12,000 square feet. The complex has local alarms that are tied to the 9-1-1 system through an independent dialer system.

Also located within this zone is the Winter Park Police Department Training Facility and Weapons Range. Located at 2555 Temple Trail, the main facility is 18,950 square feet and is sprinkler protected throughout. No overnight parking of over-the-road transportation vehicles carrying hazardous materials is allowed in the city of Winter Park. There are no schools, churches, libraries, or buildings of historical value in this zone.



NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 2,945 square feet. Required fire flow for 100% involvement is 982 gpm and the available water is rated at 1,618 gpm. The largest commercial occupancy is 31,407 square feet and is not protected. Fire flow in the area is limited and is shown to be at 1503 gpm.



Geographical Planning Zone 6421

Temple Drive East

AREA PROFILE:

This area is best described as residential in nature. In most cases, the water system is adequate to meet fire flows for the area described. Homes in the zone range in size from slightly over 1,000 to 10,000 square feet in size. There are few commercial structures or multi-family residential units located within this zone.

LOCATION FACTORS:

This area is comprised of 8.35 miles of mostly residential streets. The major roadways include Temple Drive to the west and Howell Branch Road to the north. Temple Drive has been treated with brick pavers as a traffic calming measure. No other traffic calming measures are utilized in this zone.

RISK ASSESSMENT RATINGS:

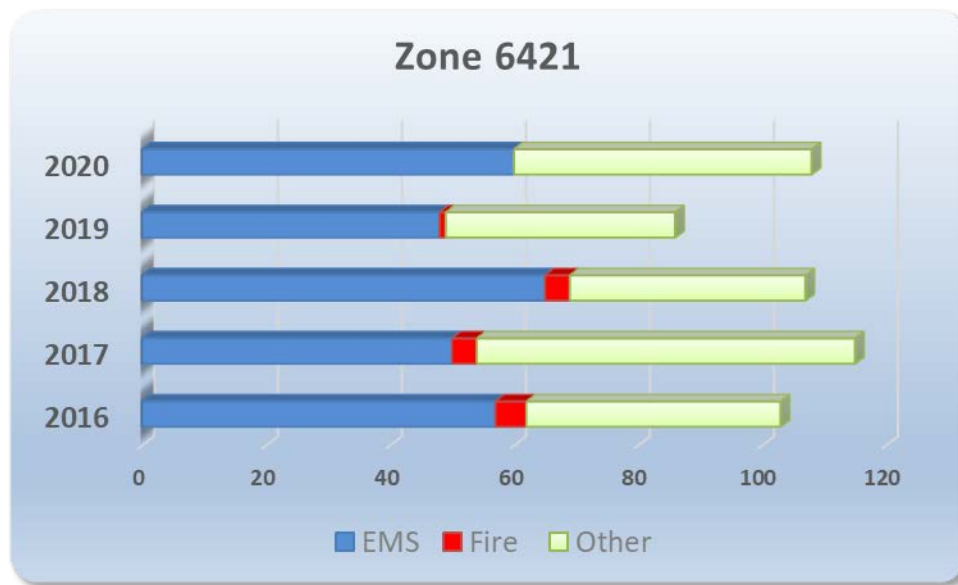
A risk assessment was completed on the commercial properties within this Geographical Planning Zone as a part of the Community Risk Assessment (CRA) program of the city. Eight specific areas of risk were assessed to determine the demand placed on fire and EMS emergency services to assist in the determination of a standard of coverage. This area of the community contained the following levels of demand.





ZONE ACTIVITY CY 2016-2020

There were no major incidents of large loss of dollars and or life in this Geographical Planning Zone reported for during the period. The total number of responses for all alarms for the previous five years has been charted below.



CONSEQUENCE FACTORS:

There are no significant unprotected structures in this coverage area. All of the structures are residential and pose no more than an ordinary threat from fire. There are no schools, churches, libraries, or buildings of historical value in this zone. Important to the community is the Glen Haven Memorial Gardens cemetery located in this zone.

NEEDED FIRE FLOW FACTORS:

A calculation for needed fire flow on every structure was generated in the city's Fire Flow Analysis. In this zone, the largest residential dwelling is 4,869 square feet. Required fire flow for 100% involvement is 1,597 gpm and the available water is rated at 2,349 gpm. There are very few commercial structures in this zone.

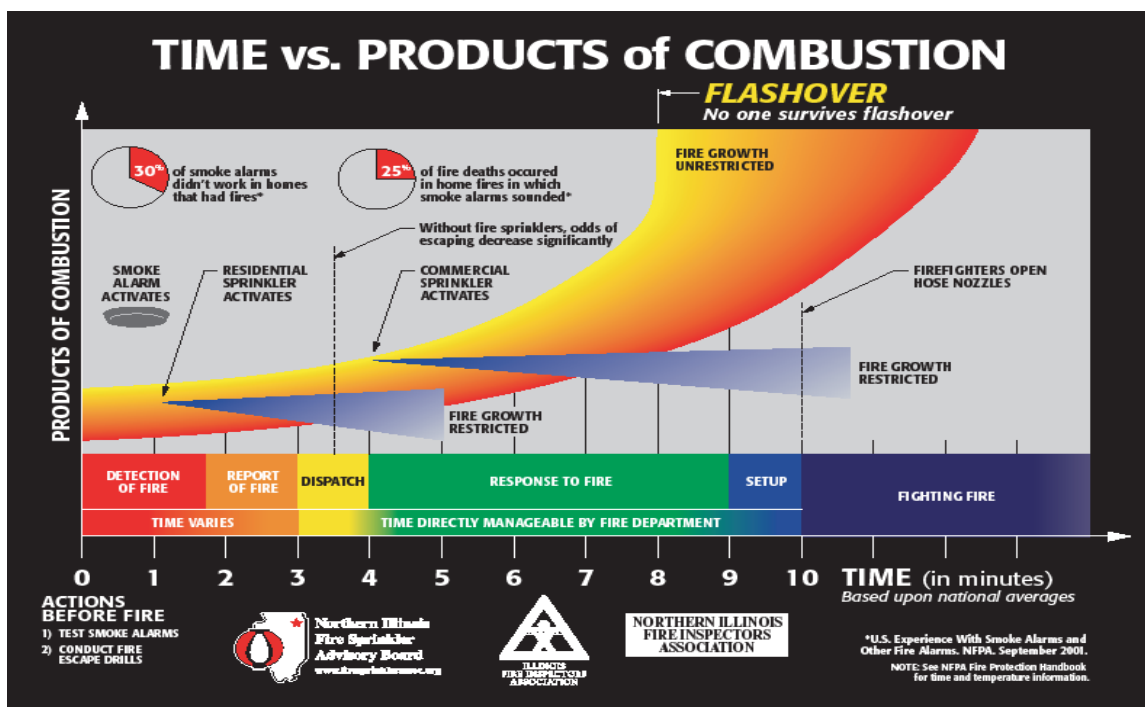


Risk Assessment

Fire Suppression Services:

Those factors impacting the ability to fight fire include the **Science of Fire** and the need for **Rapid Response** and **Adequate Personnel to Intervene** and **Affect Positive Change to Improve Outcomes**:

According to the National Fire Protection Association (NFPA), the leading cause of fires in homes and garages is cooking equipment, followed by heating equipment. Smoking materials is the leading cause of civilian fire deaths, accounting for nearly 25%. Most smoking related deaths occur with the ignition of upholstered furniture, mattresses or bedding. Nearly half of all people arrested for arson are juveniles. Cooking equipment is the leading cause of home fires and home fire injuries. Unattended cooking is the principal behavior factor. Heating equipment is the second leading cause of home fire incidents, most involving portable or space heaters. Child fire play, typically with matches or lighters accounts for one of every ten fire deaths, and accounts for the leading cause of preschooler fire deaths.”³ (Exhibit L)



³Arthur E. Cote, PE, "Section 1, "Fire Protection Handbook, Eighteenth Edition, (Quincy, MA: NFPA, 1997 1-3.)



A fire within a structure has been classified into three defined growth stages. The first is the incipient phase and occurs from ignition to open flame. The second phase of fire is the free burning stage and is characterized by rapid growth and heat production. During this phase of fire growth the fire can reach the point of flashover.

Flashover is the point when the fire dramatically grows from burning the initial contents to all of the contents in the space. The final phase of the fire growth is the smoldering phase, which occurs when the available oxygen is consumed by the fire. At this stage, a rapid introduction of oxygen into the room can lead to a back draft.⁴ Flash over is likely to occur if the temperature of the upper gas layer in an enclosure reaches approximately 1,100 degrees Fahrenheit.

It has long been known that the real killer in structure fires is smoke, not the flame or heat. Smoke contains many toxic gases released as byproducts of the combustion process. Carbon monoxide is one of these gases. Test fires in furnished residential structures have demonstrated the production of carbon monoxide in measurable amounts after three and one half minutes from the ignition of the fire.

The city of Winter Park is comprised of approximately **9.5 square miles** and **141.29 miles of paved roadways**. The Winter Park Fire-Rescue Department provides service to the city as well as neighboring cities and surrounding areas of Orange and Seminole County.

Fire Preventions Effect on Fire in Winter Park:

The City of Winter Park enforces the **7th Edition Florida Fire Prevention Code, 2018 NFPA Life Safety 101, and the 2018 NFPA 1 Uniform Code for all structures within its corporate limits**. In addition to the Life Safety Code, the city has enacted numerous ordinances further requiring the installation fire sprinklers in specific occupancies. The ordinances defines that mercantile structures of more than 5,000 square feet, structures within the city's defined central business district of more than 3,000 square feet, and any storage structure over 2,000 square feet shall be protected with automatic fire sprinklers. In addition, Florida Statutes require any structure three stories in height or over to be sprinklered. From the inception of these ordinances, the city has enjoyed a continued below average structural fire loss figure. More importantly, no one has lost his or her life in a sprinklered occupancy in the city's history. Current records indicate there are approximately 1,482 buildings within the city of Winter Park; of this number, there are 235 buildings, (15.8%) have built-in fire protection.

⁴Arthur E. Cote, PE, "Section 1, Fire Protection Handbook, Eighteenth Edition, (Quincy, MA: NFPA, 1997 1-55.)



Education plays a role in the ability of our residents to recognize hazards and respond appropriately to safety concerns. Winter Park's population falls above the average for residents with at least some college education or advanced degrees. This combination of technology, enforcement and education has served to improve the fire prevention efforts in Winter Park. The citizenry has responded by creating safer environments at home and work which has continued to reduce the overall loss from fire.

The agency provides fire suppression services from three fixed locations. The primary focus of the fire suppression service is structural protection with trained and equipped firefighters to perform both aggressive interior as well as large stream defensive and protective firefighting activities.

Fire suppression engine companies are staffed with a minimum of three firefighters and the agency's truck company is staffed with a minimum of four firefighters. All companies are led by a State Certified company officer. Interior attack crews are equipped with high-gallonage fire attack lines so as to maximize their effect on interior fire conditions. Each fire apparatus is equipped with at least one thermal imaging camera and other special tools and training afforded all personnel in those skills required to establish an effective firefighter rapid intervention team (RIT).

All engine companies carry a minimum of 750 gallons of on-board water and 1250 feet of four inch, large diameter (LDH), supply hose. The agency does not support any wildland interface or brush fire apparatus or capability.

The following criteria were used in part to help define the **Risk Categories** for fire suppression services.

- **Low Risk** - Automobile fires, fires in detached outbuildings, rubbish or brush.
- **Medium Risk** - Single use occupancy structures with needed fire flows of up to 3,000 gpm.
- **Special Risk** – Multiple-Use occupancy structures with needed fire flows above 3,000 gpm but less than 4,500 gpm and more than three stories in height.
- **High Risk** – Typical targeted type hazards posing the highest risk to life. Multiple occupancy, high-rise, college campus, technical or high economic value to the community.

Fire Suppression Critical Tasking Analysis – Effective Response Force (ERF)

The agency responds to Low and Medium Risk structure fires with 3 Engines, 1 Truck, 1 Rescue, 1 EMS Supervisor and 1 Battalion Chief or an effective response force of 17 people. Special and High Risk events can present a greater workload than the identified and have an increased ERF of 20 responders.

The Incident Commander may, at their discretion, call for any additional units needed to bring more personnel and resources to the scene.



The specific response assignments are loaded into the CAD system, which is designed to deliver a response recommendation for each emergency based upon the information entered. A particular call type demands a particular assignment of resources.

Operations at emergency scenes are accomplished systematically. The success of each response is gauged on the resolution of the emergency and the safe return of each firefighter to ready status.

Tasks are assigned to both individuals and crews and are based on the knowledge, skills, abilities and resources of that particular unit. Examples of these task assignments may include:

Critical Task Assignments for Low or Medium Risk Fire Suppression Responses:

- o Establishment of correct response assignment
- o Establishment of Incident Command
- o Determination of fire attack type and location
- o Establishment of attack lines / water supply / back-up and exposure lines
- o Performing a primary and secondary search of the structure
- o Providing for 2 in 2 out crew for interior attack
- o Providing for Rapid Intervention Team (RIT)
- o Providing for proper ventilation of structure
- o Establishment of Safety Officer / Sector

Assigning personnel to each of these tasks allows the agency to deploy the proper amount of personnel within a period of time to effect change. With the assigned personnel to structural fires (17) the agency offers the following critical task guide:

<u>Task</u>	<u>Firefighters</u>
Attack Hose Line	2
Back-Up Hose Line	2
Water Supply Support	2
Search and Rescue / Inside Truck Operations	2
Ventilation / Outside Truck Operations.....	2
RIT Team	2
Pump Operator	1
Firefighter Rehabilitation / Patient / Victim Care.....	2
Safety Officer	1



Command	1
Total Effective Response Force (ERF)	17

Critical Task Assignments for **Special or High Risk** Fire Suppression Responses:

- o Establishment of correct response assignment
- o Establishment of Incident Command
- o Determination of fire attack type and location
- o Establishment of attack lines / water supply / back-up and exposure lines
- o Performing a primary and secondary search of the structure
- o Providing for 2 in 2 out crew for interior attack
- o Providing for Rapid Intervention Team (RIT)
- o Providing for proper ventilation of structure
- o Establishment of Safety Officer / Sector
- o Establishment of Lobby Control
- o Establishment of Large Flow Fire Lines and Water Supplies

Assigning personnel to each of these tasks allows the agency to deploy the proper amount of personnel within a period of time to effect change. With the assigned personnel to structural fires (20) the agency offers the following critical task guide:

<u>Task</u>	<u>Firefighters</u>
Attack Hose Line	2
Back-Up Hose Line	2
Water Supply Support	2
Search and Rescue / Inside Truck Operations	2
Ventilation / Outside Truck Operations.....	2
RIT Team	2
Pump Operator	1
Firefighter Rehabilitation / Patient / Victim Care.....	2
Safety Officer	1
Lobby Control (High Rise)	1



Additional Hose Lines (Large Flow Monitors).....	2
Command	1
Total Effective Response Force (ERF)	20

Emergency Medical Services:

The Human Factor and Medical Response Time

Emergency Medical Service related incidents have benchmarks in time in which critically ill or injured patients need to be stabilized and enroute to a medical facility in order to offer them the best chance for survival. A key component must be in place for this stabilization to take place. Spontaneous circulation can cease in almost every type of medical emergency whether it is an injury or illness related problem.

Physiologically, brain death begins four (4) to six (6) minutes after the cessation of circulation. After ten (10) minutes, based on research, the survivability outcome of a patient who suffers from the loss of spontaneous circulation is considered unlikely. There is a direct impact on the survival rates of patients in cardiac arrest (ventricular fibrillation) to the promptness of CPR and the availability of advanced cardiac life support (ACLS) care.

There are other time sensitive medical incidents such as trauma, acute myocardial infarction and stroke that require treatment at a medical facility as rapidly as possible. The following are significant emergency medical services that have an impact on the quality of life in our community:

- **Aggressive CPR training** in the community and local businesses. This longstanding endeavor the Agency provides many CPR trained individuals throughout the community, neighbors, etc.
- **Staffing of all apparatus with ALS equipment** and paramedic personnel improves ALS initiation times.
- **Automatic External Defibrillator (AED)** technology intervention strategically located within the City. The training is provided by the Fire-Rescue Department. Use of AED technology shortens the time even further for cardiac arrest patients receiving advanced treatment before arrival EMS Fire Rescue units.
- **Special EMS details** at large mass gatherings to provide adequate response to critical patients when conditions are congested improves response times and increases the patients chance of survival.

The agency has adopted a more coordinated yet aggressive approach to the treatment of cardiac patients. The “Pit Crew” concept grew from the auto racing world where each first responder has an assigned task to perform and be responsible for during the patient care process. Depending on the treatment, each responder has a designated task to perform. This organized practice of emergency medicine, along with



the application of more aggressive treatment protocols has led to improved patient outcomes. More patients today found in cardiac arrest are presenting at the hospital emergency department with spontaneous respirations than ever before. The pit crew concept, improved training and intense one-on-one medical direction, along with tools like the Lucas © Automated CPR device continue to drive us towards further improved patient outcomes.

The following criteria were used in part to help define the Risk Categories for emergency medical services:

- **Low Risk** - Single Patient Basic Life Support (BLS) designated incidents.
- **Medium Risk** - Single Patient Advanced Life Support (ALS) designated incidents.
- **Special Risk** – Single Patient ALS / Special Circumstances
- **High Risk** – Level 1 Mass Casualty Incident with more than Five (5) patients

Emergency Medical Critical Tasking Analysis – Effective Response Force (ERF)

The agency is the primary responder for all emergency medical incidents. The Winter Park Emergency Communications Center maintains personnel trained in medical pre-arrival instructions. The agency is licensed in the Priority Medical Dispatching system and prioritizes medical incidents accordingly. The agency does not CODE medical calls through this system, rather it uses medical typing through predetermined call types in the Computer Aided Dispatching (CAD) system. The CAD recommends a number of resources based on the call type entered by the operator.

Tasks are assigned to both individuals and crews and are based on the knowledge, skills, abilities and resources of that particular unit. Examples of these task assignments may include:

Critical Task Assignments for Low/Medium/Special/High Emergency Medical Responses:

- o Establishment of correct response assignment
- o Establishment of Incident Command as needed
- o Determination of patient, critical, unstable, potentially stable or unstable
- o Perform Primary and Secondary assessment
- o Establishment of treatment modality
- o Provide a minimum of 5 personnel for critical or unstable patients
- o Provide on scene EMS Supervision
- o Providing personal protective equipment, policies and procedures to minimize risk and reduce exposure



Tasks for **Low and Medium** Risk EMS Incidents

Essential Staff

Patient Assessment/ Interview	1-Paramedic
Patient Care/ Airway control	1-Paramedic
Scene Control/Safety	1-EMT
Patient Handling and equipment.....	1-EMT
Patient Handling and information gathering.....	1-EMT

Effective Response Force (ERF) for Low and Medium Risk EMS5

Special Risk EMS Incidents

EMS Supervisor	1
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Effective Response Force for Special Risk EMS6

Special or High Risk EMS Incidents

Per Patient Tasking	3 Additional
Safety Officer	1 Additional
Command	1

Effective Response Force (ERF) for High Risk EMS17

Hazardous Materials Services:

*The **management** of **chemical** emergencies*

The agency currently relies on mutual aid agreements to respond to any moderate or significant risk hazardous materials incident in the city. The agency is prepared to support assisting the assisting agency as needed when a scene or risk is greater than the capability of the agency.

The agency responds to identified low risk (small) hazardous materials events with a single engine company. These may include small gasoline spills or other known odor investigations. Moderate risk events may include natural gas line leaks where significant or maximum (large) hazardous materials events can present a much greater workload and a more demanding response and may include large LP tank leaks, and transportation incidents.



Assets are assigned to work in concert with the Technician Level response from outside mutual aid agencies. The assigned incident commander may, at their discretion, call for any additional units needed to bring more personnel and resources to the scene.

The specific response assignments to all events are loaded into the CAD system which is designed to deliver a response recommendation based upon the information entered.

Operations at hazardous materials scenes are accomplished slowly, methodically and systematically. The success of each event is gauged on the resolution of the emergency and the safe return of each firefighter to ready status. Specific tasks are assigned to both individuals and crews and are based on the knowledge, skills, abilities and resources of that particular unit.

Examples of these task assignments may include:

Critical Task Assignments for Low/Medium/Special/High Hazardous Materials Responses:

- o Establishment of correct response assignment
- o Establishment of Incident Command
- o Determination of hazardous situation
- o Establishment of safe zones / denial of entry
- o Performing reconnaissance as necessary
- o Providing for 2 in 2 out crew
- o Providing for Rapid Intervention Team (RIT)
- o Assisting mutual aid technicians as necessary
- o Establishment of Safety Officer / Sector

Assigning personnel to each of these tasks allows the agency to deploy the proper amount of personnel within a period of time to effect change. With the assigned personnel **to low, medium, special and high risk** hazardous materials incidents (14/23) the agency offers the following critical task guide:

<u>Task</u>	<u>Firefighters</u>
Attack Hose Line as Necessary	2
Back-Up Hose Line as Necessary	2
Water Supply Support	1
Scene Perimeter identification and Security (Deny Entry)	2
Decontamination Team to Assist Technicians	2
Pump Operator	1



Firefighter Rehabilitation / Patient / Victim Care.....	2
Safety / EMS.....	1
Command	1
Technician Level Response (Mutual Aid).....	9
Effective Response Force (ERF)	14/23

Technician Level Hazardous Materials Deployments:

The assets defined above are supplemented by and will assist with the assets provided by the responding mutual aid agency. In these identified hazardous materials events, the agency's assets will serve in support positions and will work with the assets deployed by the either Orange County Fire Rescue or the City of Orlando's Hazardous Materials Team.

Technical Rescue Services:

*Creating **safe rescue** environments*

The agency is prepared to respond to and operates rescues of a defined technical nature. These technical rescues require an expertise in both the personnel and equipment. The agency staffs and equips several apparatus (Engine/Truck) with specific technical rescue tools including hydraulic as well specialized hard rescue tools.

The first unit in shall be staffed with three (3) firefighters and capable of assessing the situation to determine if a technical rescue response is required, request additional resources, control the hazards, and provide advanced life support to any victim without endangering personnel. A Rescue unit will also be dispatched to all identified technical rescues along with an EMS supervisor. A total of 6 people will comprise the initial assignment to all technical rescues. Low risk technical rescues may include a single patient in a low risk recovery situation. A medium risk technical rescue may include a single patient in a more difficult recovery situation such as a high angle, trench or confined space situation that requires limited skills within the LTRT capabilities. A high risk technical rescue may include a situation involving multiple patients trapped in a high risk situation involving a confined space collapse situation.

Additional assets can be secured from the city of Orlando or Orange County Fire Rescue under the mutual aid agreement.

Assigning personnel to each of these tasks allows the agency to deploy the proper amount of personnel within a period of time to effect change.



With the assigned personnel to technical rescue events (6) the agency offers the following critical task guide:

<u>Task</u>	<u>Firefighters</u>
Patient Care / Assessment	2
Scene Assessment / Technical Rescue.....	3
Command	1
Effective Response Force (ERF) for Low and Medium Risk Tech	6

The incident commander always has the option of requesting additional resources. It is anticipated that any moderate to significant technical rescue will develop additional on-scene resources the agency will also utilize the assets afforded under the Special Operations Agreement with the city of Orlando to further build the needed on-scene resources.

<u>Task</u>	<u>Firefighters</u>
Patient Care / Assessment	2
Scene Assessment / Technical Rescue.....	3
Command	1
Initial Effective Response Force (ERF)	6
Special Operations (mutual aid)	9
Effective Response Force (ERF) Special or High Risk Tech.....	15



E. Historical Perspective and Summary of System Performance

Distribution Factors:

*The **Speed** at which the **First Resources** arrive*

The *Standard of Cover* for the city of Winter Park Fire-Rescue Department has been derived from, and influenced by, two specific concepts, distribution of emergency resources and the concentration of those resources throughout the community. Distribution of response resources defines the specific geographical location for each resource. Resources change locations at any one point in time. These estimates are based upon what is considered first due or closest resources under normal response situations.

Most often fire station locations are driven by a number of factors the least of which is delivery of quality service. Stations are usually located where they are most tolerated by the residents and where the city owns land. It takes extraordinary requirements for an agency to locate a service facility exactly where it is needed. Never realized is that several blocks in either direction sometimes makes a serious change in regular response patterns and the ability to meet the SOC policy. In the case of Winter Park, the city currently operates three response facilities from which both fire and emergency medical services are delivered.



Concentration Factors:

Concentration of resources is the measure of how responding resources included in the balance of the first alarm assignment can arrive into a given area to mitigate the emergency within adopted benchmark performance with the defined effective response force (ERF). This defined concentration of assets allows emergency response personnel to arrive in the pre-flashover phase of a fire and to affect positive change in emergency medical calls for service or aside a patient in time to change the outcome of their medical emergency.

The concentration of emergency response units in Winter Park is a reflection of the demand for high quality service. Fire and emergency medical services are delivered from three fixed locations. Two of the three facilities, Stations 61 and 62 operate patient transport capable "Rescue" units. An additional Rescue is available at Station 62 and operates on an as needed basis, or in full-staffing situations.

The focus of providing an initial effective response force is that it will most likely stop the escalation of the emergency, be it fire or increased illness in the case of a medical emergency. Concentration of service delivery is best measured by risk/category type where higher risk areas would require second and third due units in shorter time frames than typical or low risk areas. The agency handles responses to all hazards in a similar manner.

Services concentration measures are considered in:

- % of square miles, or
- % of equally sized analysis areas, or
- % of total road miles in jurisdiction for the number of total units in the initial effective response force.

Service concentrations often pull on distribution of resources making evaluating these impacts on service delivery almost impossible. There is no one perfect solution to this complex decision. The fire chief and staff have developed what is considered to be the best placement of resources and staffing based upon what is known, what is anticipated and what is possible.

Reliability Factors:

It remains a goal of the agency to maintain, or otherwise reduce, the community's risk from peril to the lowest possible level. This goal is achieved by balancing the distribution and concentration of assets and the overall reliability of resources, both personnel and apparatus. In order to accomplish this goal, an



understanding as to what duties and assignments emergency response crews are responsible for and how they should be deployed was developed.

For firefighting, the standard factor is to measure the fire flow potential of a specific building and from that figure, the number of hose lines, apparatus and personnel necessary to mitigate a fire within the building. For Emergency Medical Services, the standard factor is to provide the medical care before permanent brain death begins.

Reliability factors of the SOC examine the agency's reliability to place those assets in place to meet the stated SOC. The SOC assesses the availability of resources, both apparatus and personnel available to respond when needed to incidents within the jurisdiction. Calculations such as asset drawdown, exhaustion and historical performance are considered.

During the past five years (CY's 2016-2020), the agency's assets responded to 92.2% of those incidents within their first due area and that at any one time, less than 3% of the incidents cause total drawdown of all agency assets. In nearly all cases, total drawdown occurs during severe weather events that move through the area.

Comparability Factors:

The community's fire and emergency services are assessed against several different industry standards. Aside from being twice Accredited by the Commission on Fire Accreditation International, the agency uses standards such as NFPA 1710 to benchmark the staffing and performance of all emergency services. Presently, the only aspect of the operation not currently meeting the NFPA 1710 standard is the minimum staffing of Engine 64. Currently only three firefighters staff this engine.

The **Insurance Services Office (ISO)** rates the fire protection provided by the city of Winter Park. During its' last evaluation in 2013, the city was awarded a **Fire Suppression Rating of 1**. This rating was an improvement from the previous rating of 2 which had been in place since 2006. The ISO rates more than 40,000 fire departments across America with this 1-10 rating schedule (1 being the best) and as of December 2015 has awarded only 200 Class 1 ratings to these high performing communities.



F. Performance Objectives and Measurement

Performance Objectives – Benchmarks and Baselines:

The agency's Community Risk Assessment and Standard of Cover document is comprehensive and contained all necessary data by which to validate the performance of each program. The following **Benchmark and Baseline** measurements are reflective of the statements made in the ninth edition of the Fire and Emergency Services Self-Assessment Manual (FESSAM) produced by the Commission on Fire Accreditation International. Winter Park's entire service area is considered to be **URBAN** as described in CFAI's 9th edition FESSAM.

The following time and performance objectives for emergency response have been reviewed and adopted by the fire department with acceptance by the Winter Park City Commission and City Manager and are stated for the service years 2016-2020.

Cascade of Events:

In any emergency time is an issue. The longer it takes to get trained assistance to the scene the less likely it is that a positive outcome is going to be achieved. Each event carries its' own timelines.

Each event begins with a change in what is considered normal to the situation. At the point in time when the event initiates the clock, or cascade of events, begins until the state of normal is returned to the situation. In order to get the needed assets to the emergency in time to make a positive impact those assets need to be properly distributed as well as concentrated within the community. Enough assets, including emergency communications operators, are needed to handle the volume of alarms. Each time stamp included in the cascade of events allows the agency the opportunity to assess and benchmark its performance. Most data points within the cascade are monitored within the CAD system. The following sections assess each data point monitored on the cascade of events.

Alarm Handling Performance:

Alarm Handling Time is a part of the Total Response Time measurement and is tracked within the Computer Aided Dispatching (CAD) software. All time measurements are digitally added to the CAD by *human* action and are directed by the emergency communications operators at the time of the event.

The agency has established the alarm handling benchmark (our goal) at 60 seconds for 90% of all alarms. To assess current performance an alarm handling baseline performance measurement is assessed on a monthly basis.



Turnout Time Performance:

The agency has an established the turnout time benchmark for all EMS responses at 60 seconds and 120 seconds for fire, Haz-mat or technical rescue responses. The performance for all objectives is measured at 90%.



"Turn-Out timers" are installed in each apparatus bay to remind responders of their performance.

Within the current system of assessment the tracking turnout time is inherently difficult. Turnout time is measured in the CAD and is time stamped by human interaction caused by the input from the communications operators. Time stamps are entered at the time the incident is dispatched and when the unit verbally denotes it is responding. This action happens at different intervals depending on individual stations and units therefore the accuracy of the turnout time calculation as it stands alone is not consistent.

After determining the ability to assess the available data from the current CAD related specifically to turn out times, a report was created representing these times. The agency's data reflected the stated baseline at the 90% performance measurement.

Travel Time 1st Unit (Distribution):

This is defined as the actual time the unit is responding to arrival on scene. In most cases units respond from their fire stations or within their first due areas. This is also the measurement used when assessing the arrival on the FIRST unit to the scene. The first unit will be capable of rendering care, fire suppression, technical rescue or hazardous material mitigation. However, there are many variables that impact this time: time of day, traffic, call location, call type and the overall system status at the time of incident.

Travel Time -ERF- All Units Arrive on Scene (Concentration):

Similar to first unit travel time, ERF or concentration time is the time period for ALL assigned units prescribed as the effective response force (ERF) to arrive on scene. Simply, ERF time is the elapsed time for all fire units to navigate through the community on roadways.



Total Response Time 1st Unit

As implied, total response time is the TOTAL time taken from initial pick-up of the 911 call, call triaging, dispatching, station alerting, turnout time and apparatus travel time of the first arriving unit capable of rendering aid, fire suppression, rescue or mitigation efforts.

Total Response Time-ERF-All Units Arrive on Scene (Concentration):

As implied, total response time is the TOTAL time taken from initial pick-up of the 911 call, call triaging, dispatching, station alerting, turnout time and apparatus travel time of the ALL assigned units outlined in the effective response force designated for the response.





Program Performance and Measurement

Fire – EMS – Technical Rescue – Hazardous Materials

Fire Suppression Services Program Benchmarks and Baselines:

For 90% of all **low and medium risk** fire responses the first assigned apparatus shall arrive within 7 minutes 20 seconds (7:20), total response time.

The first arriving engine company shall be capable of pumping 1500 gallons of water per minute and shall be staffed with a minimum of three (3) personnel capable of establishing command and a defensive, or initiating a transitional, fire attack operation as outlined in Standard Operating Guideline 210.

The balance of the first alarm assignment containing an effective response force (ERF) of 17 personnel will arrive within 12 minutes 20 seconds (12:20), total response time.

The ERF assignment shall be capable of assuming command, initiating an uninterrupted water supply, advancing of multiple fire attack and back-up lines designed to complete safe and effective fire control, ventilation, forcible entry, victim search & rescue and control of utilities. The effective response force will be able to control the progress of the fire, holding fire damage to the areas discovered upon their arrival, 90% of the time.

For 90% of all **special and high risk** structure fires, an effective response force of 20 personnel shall arrive within 15 minutes (15:00) total response time.



All Fire Suppression - 90th Percentile Times - Baseline Performance			2016-2020	2020	2019	2018	2017	2016
Alarm Handling	Pick-up to Dispatch	Urban	1:31	1:27	1:24	1:39	1:21	1:37
Turnout Time	Turnout Time 1st Unit	Urban	1:25	1:11	1:34	1:37	1:31	1:21
Travel Time	Travel Time 1st Unit Distribution	Urban	5:28	4:49	5:04	5:21	5:30	6:19
	Travel Time ERF Concentration	Urban	10:25	9:44	9:29	11:09	11:13	9:41
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	7:15	7:27	7:10	8:08	7:26	8:35
			n=294	n=75	n=61	n=59	n=42	n=57
	Total Response Time ERF Concentration	Urban	12:25	12:23	11:41	13:01	12:09	13:01
			n=72	n=14	n=16	n=18	n=11	n=12

The ERF assignment for a special and high risk assignment shall be capable of assuming command, initiating an uninterrupted water supply, advancing of multiple fire attack lines and back-up lines, ground and aerial master stream operations, ventilation, forcible entry, victim search & rescue and control of utilities.

For the reporting period of CY 2016- 2021 there were no occurrences of special and high risk responses.



Emergency Medical Services Program Benchmarks and Baselines:

For 90% of all **low and medium risk** EMS incidents, the first assigned unit shall arrive within 7 minutes (7:00), total response time. The balance of the assignment containing an effective response force of 5 personnel will arrive within 12 minutes (12:00), total response time.

The first arriving unit will be staffed with a minimum of two (2) personnel, one being a paramedic, and be capable of providing advanced life support. For special risk EMS events an EMS Supervisor is added to the ERF to assume command of the event and manage overall patient care. Once a medical scene has been identified as high risk (Level 1 Mass Casualty Incident (MCI) with five or more patients) additional resources will be requested. It is anticipated that in cases where a witnessed cardiac arrest has occurred and by-stander CPR is initiated that 30% of patients receiving ALS care will experience a return of spontaneous circulation (ROSC) and will ultimately be released from hospital care.

Medium Risk EMS - 90th Percentile Times - Baseline Performance			2016-2020	2020	2019	2018	2017	2016
Alarm Handling	Pick-up to Dispatch	Urban	1:38	1:54	1:37	1:35	2:06	1:59
Turnout Time	Turnout Time 1st Unit	Urban	1:28	1:55	1:05	1:08	1:10	1:26
Travel Time	Travel Time 1st Unit Distribution	Urban	4:58	4:32	4:49	5:11	5:02	5:09
	Travel Time ERF Concentration	Urban	8:45	8:02	7:22	8:47	8:14	6:54
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	7:39 n=15704	7:36 n=2974	7:55 n=3018	08:01 n=2870	07:32 n=3477	6:45 n=3365
	Total Response Time ERF Concentration	Urban	12:18 n=15115	12:27 n=2741	12:29 n=2998	12:01 n=2699	11:39 n=3367	11:45 n=3308



Technical Rescue Services Benchmarks and Baselines:

For 90% of all **low and moderate risk** technical rescue incidents the first assigned unit shall arrive within 7 minutes 20 seconds (7:20) total response time. The first assigned unit shall be staffed with a minimum of three (3) firefighters who are capable of assessing the situation to determine if a technical rescue response is required, request any additional resources, control the hazards, and provide advanced life support to any victim without endangering personnel.

For 90% of all technical rescues deemed **special or high risk** an effective response force of fourteen (14) personnel shall arrive within 12 minutes 20 seconds (12:20) total response time and be capable of providing technical expertise, knowledge, skills and abilities during technical rescue incidents.

(Moderate Risk Level) Technical Rescue - 90th Percentile Times - Baseline Performance			2016-2020	2020	2019	2018	2017	2016
Alarm Handling	Pick-up to Dispatch	Urban	1:37	1:41	1:33	1:44	1:50	1:45
Turnout Time	Turnout Time 1st Unit	Urban	1:08	:49	1:23	1:07	1:03	1:01
Travel Time	Travel Time 1st Unit Distribution	Urban	5:15	6:21	4:41	5:37	5:48	6:08
	Travel Time ERF Concentration	Urban	0:00	9:09	0:00	0:00	0:00	9:25
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	7:07	9:08	7:09	7:08	6:41	8:12
			n=43	n=2	N=11	n=7	n=11	n=6
	Total Response Time ERF Concentration	Urban	11:01	10:55	0:00	0:00	0:00	11:08
			n=4	n=2	n=0	n=0	n=0	n=2



Hazardous Materials Services Program Benchmarks and Baselines:

For 90% of all **low and medium risk** hazardous materials incidents, the first assigned unit shall arrive within 7 minutes and 20 seconds (7:20) total response time.

The first assigned unit shall be staffed with three (3) firefighters and capable of assessing the situation to determine the presence of a potential hazardous material/explosive device; determine the need for additional resources, estimate the potential harm without intervention (utilizing resources such as ERG, FOG, etc.) and begin establishing a hot, warm and cold zone.

For 90% of all **special and high risk** hazardous materials events an effective response force of fourteen (14) personnel shall arrive within 10 minutes 30 seconds (10:30) total response time and be capable of providing the equipment, technical expertise, knowledge, skills and abilities to mitigate a hazardous materials incident. Additional resources will be requested as necessary.

Hazmat - 90th Percentile Baseline Performance			2016- 2020	2020	2019	2018	2017	2016
Alarm Handling	Pick-up to Dispatch	Urban	3:01	0:00	1:38	2:37	1:23	2:01
Turnout Time	Turnout Time 1st Unit	Urban	2:08	0:00	1:43	1:54	2:12	1:31
Travel Time	Travel Time 1st Unit Distribution	Urban	7:09	0:00	7:27	6:42	7:08	6:58
	Travel Time ERF Concentration	Urban	10:52	0:00	9:05	11:43	6:32	4:58
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	9:42	0:00	8:03	7:45	9:31	10:06
			n=121	n=0	n=14	n=4	n=15	n=32
	Total Response Time ERF Concentration	Urban	10:24	0:00	9:21	11:40	10:44	12:01
			n=14	n=0	n=3	n=1	n=4	n=6



G. Compliance Methodology

This component describes the methodology that is being used by the agency to maintain the many facets of the SOC process. Each component includes determinations with compliance with the performance objectives and measurements previously established. The methodology used by the agency not only meets the compliance measures for the adopted SOC, but meet those established by the CFAI in the ninth edition of the FESSAM. Having a consistent and easily managed compliance method is extremely important. To maintain the community's confidence in the SOC system the methods used to ensure its compliance are critically important.

Compliance Team / Responsibility:

Since the first edition of the agency's SOC, the development and primary responsibility for compliance has been placed with the fire chief. Originally housed in the Operations Division, the agency's second edition SOC moved in importance to the highest level of the agency.

With assistance from Operations Division, the fire chief maintains and reports the agency's compliance to the budget and performance measurement manager, city manager and city commission. The importance of the SOC demands that in the case of Winter Park, the fire chief maintain personal interaction with the direct development and maintenance of the SOC. At present, the fire chief serves as a CFAI Peer Assessor as well and due to its importance to the overall agency performance is ultimately responsible for the compliance of the SOC.

Others who contribute to the SOC compliance process include the city's Graphical Information Systems GIS technician as well as the Information Technology staff. In addition, the accreditation manager reviews those items related to the SOC and those related FESSAM Performance Indicators.

Performance Evaluation and Compliance Strategy:

During the development and updating of the SOC, the agency assessed the community's risk and applied that to the baseline services currently being provided to the community. The performance measurements contained in the SOC include alarm handling, turnout, and travel culminating in what is commonly referred to as the total response time.

The agency's CAD system initiates all responses. The CAD time stamps all aspects of the alarm but currently includes human intervention. Each action to time stamp a place in time related to the event causes a reaction in that the operator or the company officer must first voice the communications operator and then the operator must interact with the CAD system manually moving the unit from one



point on the response continuum to another. Loaded data in the CAD is secured and not available for adjustment. Once the CAD has completed the alarm and a report number is issued, the CAD electronically forwards the response data for the alarm to the agency's records management system (RMS). Currently the agency utilizes the ESO Suite® RMS to store all response data related to all responses. An additional records management software package is used to record and manage all patient medical information.

One area of performance identified for improvement is the reliability of the data related to personnel turnout time. Currently the time, while logged in the CAD, has been identified as being "weak" at best because of the human interaction required from the responders who must verbally notify the dispatchers to move the unit in the CAD from "dispatched" to "enroute". While the agency is confident with the reliability of the total response time measurement included in the SOC, the agency has identified the area of turnout time as one which can be improved upon. In addition, reports from the SOC compliance analysis has identified that the time of day of the alarm has an impact on performance.

The agency has installed turnout time clocks in each apparatus bay which trigger once the individual fire station is alerted. The clock acts as a visual reminder that time is important and it gives the company officer an idea how his companies are performing in this area of the SOC.

Compliance Verification Reporting:

To assure overall system compliance, several verification reports are generated on a monthly basis. The risk assessment component is continuously updated with information from both the fire marshal's office and those operations crews assigned to assess properties. The Standards of Cover performance measurements are included in the city's strategic plan reports as well what is commonly referred to as the City Manager's 90 day plan.

Constant Improvement Strategy:

The city of Winter Park has a fully developed strategic planning process which includes the components of the Fire Rescue Department's Standards of Cover. The performance measurements stated in the SOC are reported on each quarter in the city's report to commission.

The measurements of the SOC are included in the city's annual budget and are also included in the Fire Rescue Department's annual budget proposal. This inclusion in both the city's and the fire department's annual strategic plan forces the SOC to be assessed and improved upon regularly. Baselines are routinely assessed with performance headed towards the established benchmarks.



It remains imperative that the agency continues to assess the abilities of all assets to ensure the performance measurements anticipated by the community are met. While continued improvements are anticipated, most of the agency's response activity is fairly stagnant. The continued improvements in total response time noted for all alarms during the five-year period were a result of the increased efforts to improve both alarm handling and turnout times.

H. Conclusion and Recommendations

This component of the SOC provides a summary of the overall system performance, determinations, and conclusions derived from the entire process. Every aspect of the community's risk and the operations of the agency's performance is measured creating the list of recommendations included in this section. These recommendations are considered in the agency's strategic plan.

Evaluation Methodology and Determinations

Evaluation Methodology:

The agency originally developed a methodology to assess its performance in 1999. Until that time response and service performance expectations were based on a very reactionary formula. Concerned about ISO ratings and simply having the attitude of "doing the best we can do" was accepted. With the adoption of the community's first SOC, the attitude changed to we can always do better. To evaluate the overall performance of the agency structured strategic planning has taken place since 1999. At that time, each component of performance is assessed, presented and eventually adopted by the community. Four separate levels of review take place to assess the overall agency performance which lead to a final decision on the SOC. These levels of evaluation include:

1. Technical
2. Operational
3. Financial
4. Policy

Technical Review – This level includes data collection to establish baseline points and the assessment of the current level of ability to collect and analyze the needed data. This level includes various methods of analysis which include the who, what, where, when and why of the agency.

Operational Review – This level includes a review of all aspects of the operation. Areas analyzed include safety, support, impact on other operations, training and assurance of maintaining a balance of service to



all operations. Areas evaluated included communications and dispatch operations, fire, EMS, hazardous materials and technical rescue capabilities.

Financial Review – The agency’s ability to financially sustain the anticipated demands of providing the levels of service identified in the SOC and Strategic Plan are assessed.

Policy Review – The levels of service provided by the agency are assessed against the community’s strategic plan and city’s Comprehensive Plan. The SOC is first presented to the city’s Civil Service Board for review and adoption, then to the City Commission for final adjustment and adoption. Areas of concern are presented and offered with recommendations for changes to the operation.

A final decision is made based on these four key levels of evaluation. The City Commission has the final opportunity to adjust and recommend changes. The resulting methodology for the development of the SOC allows the community to “buy” a level of service. This level of assessment and education makes these decisions more based on fact than on the ideas of the past, emotion, or any other personal instinct.

Program Performance Evaluation:

To assure compliance with the adopted Standards of Cover it is critical to examine the performance of all aspects of the operation. For the purposes of evaluating and establishing baseline and benchmark performance, the agency measures 90% of the events in each service program. The following data charts depict performance over the previous five years in each program. These measurements are maintained on a quarterly basis and become part of the city’s performance measuring and strategic planning processes.

Reliability – Unit Performance:

One key to assuring that the community standard for service is met is to regularly assess the reliability for each of these services. Therefore to know the reliability of each type of unit in each zone is rather critical to meeting goals.

During the review period (2016-2020) the overall performance reliability (where the assigned first due unit responded to incidents in their assigned first-due area was **92.2%**. This suggests that a vast majority of incidents are handled by the closest units and that in each GPZ, the event receives the closest assets. This calculation also takes into account the assets available through the agency’s current Inter-local agreements.



While the agency meets the baseline SOC statements without considering the assets of any other agency, those assets are regularly included in meeting the effective response force for particular types of responses.

Performance Determinations:

This section includes a summary of any identified gaps between the agency's performance baselines and those defined industry benchmarks noted by in the ninth edition of the FESSAM. Causal factors based on community or regional conditions as well as other determining factors that may contribute to the performance gaps are noted with their impact and magnitude explained.

Alarm Handling Time – Those noted deviations are less than 5 seconds over the period. The agency considers this a tolerable standard deviation from the total data but is striving for more exact data. Deviations can be attributed to the data gathering processes and human intervention. The agency has budget approval for a new station alerting system. As one-half of the "soft time" that relies on human interaction the new system will send pre-alerts when a dispatcher begins to generate a call instead of at the end of the call. It is estimated a time savings of 40- 60 seconds may be realized with the new technology.

Turn Out Time - The agency continues to struggle with the capturing of accurate data in this area. The CAD does log this time period and a calculation is attainable, however the accuracy of this data is low because of the continued human intervention required with the dispatch operators and the field crews. It was determined through evaluation and personal assessment that many times the verbal commands of the crews are not immediately noted in the CAD. This is a point of improvement explained in more detail in the Conclusions section of the SOC. The agency notes a deviation of more than 1:00 in calculated turnout time.

Fire, EMS, Technical Rescue and Hazardous Materials Distribution and Concentration Calculations identified gaps between current performance baselines and stated benchmarks which include:

Conclusions

The city of Winter Park and its Fire Rescue Department have completed the fifth such comprehensive assessment of community risk review yielding an adopted Standards of Cover. Since 2001, the Fire Rescue Department has been recognized for its' performance and professionalism by the Commission on Fire Accreditation International by maintaining International Accreditation. This document reflects the agency's most recent effort in documenting performance of both emergency and non-emergency services



and compares the agency's baseline performance to that stated in the ninth edition of the *Fire and Emergency Services Self-Assessment Manual* (FESSAM) and the sixth edition of the CFAI *Standards of Cover Manual*.

Winter Park Fire Rescue has continued to assess and evaluate the communities risk to both fire and non-fire risk through the application of a comprehensive and organized assessment. Surveys are performed on each property including needed fire flow calculations. Risks are identified and ranked from low to significant with those rankings placed into the city's GIS mapping system to allow the agency to better visualize the community-wide levels of risk. This assessment of risk has allowed agency leadership to best prepare for what it may face on not only a regular basis, but when the once in a life time event occurs at a significant property.

To respond to each of these identified risks the agency has conducted examinations which have yielded those critical tasks needed to be accomplished to stop the loss, treat the patient or otherwise change the outcomes of an event. Each event has a generated list of critical tasks which are based not only on the past performance of the agency, but on the performance of similar agencies throughout the world.

Each type of event with the established critical tasking created an expected performance measurement. Each measurement was assessed and the agency's performance baselines were compared to the benchmark's in the FESSAM.

The process of conducting a comprehensive risk assessment which yielded the defined standard of cover baselines has served the agency well over the past twenty years. Applying the new measurements found in the two defining publications of the CFAI continue to set the bar for performance. Adopting a set plan for the monitoring and maintenance of the risk assessment is a vast improvement and needed to be addressed. The plan explained in this SOC for maintaining the components of the risk assessment should be evaluated after several cycles to assure the plan is effective.

Recommendations

At the conclusion of fifth such comprehensive review of the city of Winter Park's community risk and the services provided by the fire rescue department the following recommendations are appropriately included in this *Standard of Cover* document. It is evident through the noted continued improvements in service provided by the agency that the SOC and accompanying International Accreditation process has been woven into the fabric of the organization. Improved levels of service and in most notably in response time, demands that the administration of the fire rescue department present for adoption this edition of the agency's *Standards of Cover* with the following recommendations for continued improvement:



- An overall reduction in response times will be accomplished by incorporating the CAD into the internal fire station alerting system. While Alarm Handling Time continues to be consistently more than 60 seconds for all alarms, alarm handling remains a challenge. The CAD product should be further incorporated into the alerting system so that the time wasted between CAD entry and radio alerting can be gained.
- The agency should incorporate in-vehicle status updating through the uses of the existing CAD and in-vehicle computers. This would allow for more accurate capturing of turnout time and arrival times for all assets. This remains a recommendation from previous SOC documents and should be given a trial period to compare data sets.
- The agency should initiate a discussion with the community to re-set the Benchmark performance measurements for those areas where the Baseline Performance has been shown to be exceeding the Benchmark.



I. Glossary, Exhibits, and Attachments

Glossary of Terms

Advanced Life Support (ALS) – A sophisticated level of pre-hospital care that builds life support procedures and includes the use of invasive techniques such as advanced airway management, cardiac monitoring and defibrillation, intravenous therapy and the administration of specified medications. All emergency response units operated by the agency are ALS licensed and capable.

Alarm (Call) Handling Time – The time interval from the time an emergency call is received in the 9-1-1 center until the alarm is transmitted to the fire / ems units in the field.

Asset – A collective description of any equipment operated by the agency. An asset is normally able to respond to an emergency or fill a particular need.

Authority Having Jurisdiction (AHJ) – An acronym used for the Authority Having Jurisdiction. In the case of Winter Park, the Fire Chief is the AHJ for the application of the Civil Service Code and other city laws and ordinances.

Automatic Aid (AA) – Involves the immediate response of non-agency units to an event within another jurisdiction. Automatic Aid is best defined by stating that the protection offered is borderless in nature with the closest possible unit dispatched to any incident.

Baseline Measurement – The measurement of current performance in the organization. An initial set of critical observations or data used for comparison or to establish a control point for assessment. The activities which are currently in place to achieve the goals of the organization.

Basic Life Support (BLS) – A primary level of pre-hospital care which includes the recognition of life threatening conditions and the application of simple emergency procedures. The agency does not operate any strictly BLS units.

Chief Fire Officer (CFO) – An individual designated by the Center for Public Safety Excellence as a having met the requirements for designation as a Chief Fire Officer.

Critical Tasking – A collective review of a particular activity with the emphasis on how many personnel are required to perform any one critical task on an emergency scene.

Commission on the Accreditation of Ambulance Services (CAAS) – An independent accrediting body who offers an accreditation process for the operations of ambulance services.

Commission on Fire Accreditation International (CFAI) - The Commission on Fire Accreditation International (CFAI) is the governing body for the accreditation of fire agencies. CFAI is committed to



assisting and improving fire and emergency service agencies around the world in achieving organizational and professional excellence through its strategic self-assessment model and accreditation process.

Community Risk Assessment (CRA) – A comprehensive process of community review which combines an assessment of community-wide risk for both fire and non-fire related events.

Concentration Factor – As used in the agency’s Standards of Cover (SOC) that factor used to assess the arrival of the balance of the first alarm assignment or the effective response force dispatched to an event. This factor describes where assets are concentrated throughout the jurisdiction. It is the “power” factor used to determine how fast enough assets arrive to any one type of event to meet the needed effective response force.

Distribution Factor – As used in the agency’s Standards of Cover (SOC) that factor used to assess the arrival of the first units dispatched to an event. This factor describes where assets are distributed throughout the jurisdiction. It is the “speed” factor used to determine how fast assets arrive to any one type of event.

Drawdown Level – Represents the level of assets the agency will not drop below when asked for automatic or mutual aid from an authorized agency.

Effective Response Force (ERF) – The minimum level of staffing identified by the agency as that being needed to complete the critical tasking for any one particular type of emergency. The ERF is anticipated to arrive with the defined Distribution Factor time benchmark.

Emergency Operations Center (EOC) – A central location to coordinate all aspects of an emergency. The agency operates the city’s EOC otherwise known as the Sandbox at Fire Rescue Headquarters.

Fire and Emergency Services Self-Assessment Manual (FESSAM) – A manual produced by the Commission on Fire Accreditation International which describes the self and peer assessment process for those agencies seeking accreditation. The agency applied those processes found in the eight edition of the FESSAM for this edition of the city’s standards of cover.

Geographical Planning Zone (GPZ) – A defined geographical area of response based upon the concentration of assets throughout the region.

First Due – A geographical area of service in the community defined as that area of response for the closest fire asset. Basically, it is that area where a particular fire asset can arrive before any other.

Geographical Information Systems (GIS) – A collection of computer-based software used to collect data on events and assets and viewing them on an geographical view platform. The agency utilizes the ESRI software Arcview®.



Insurance Services Office (ISO) – A national organization that evaluates public fire protection and provides rating information to insurance companies. Insurers use this rating to evaluate basic premiums for fire insurance.

National Fire Incident Reporting System (NFIRS) – A unified reporting system for all organized fire departments in the United States operated by the United States Fire Administration. The department is a reporting agency to both the State of Florida and the USFA and uses the Firehouse® software for reporting NFIRS data. The agency also uses the software NFIRS 5 Alive to assess performance and SOC compliance for all assets.

National Fire Protection Association (NFPA) – The National Fire Protection Association is the world's leading advocate of fire prevention and an authoritative source on public safety. The NFPA develops, publishes, and disseminates more than 300 consensus codes and standards intended to minimize the possibility and effects of fire and other risks.

Needed Fire Flow (NFF) – A specifically calculated amount of water flow needed to extinguish a free burning fire. The National Fire Academy defines the NFF for a structure at 25, 50 and 100 percent of involvement.

Risk Hazard and Value Evaluation (RHAVE) – A computer-based community risk assessment program. The program was offered at no charge to agencies several years ago, but is no longer supported or offered by the USFA. It was the first risk assessment model used by the agency to develop the initial standards of cover.

Sinkhole – A natural depression or hole in the earth's surface caused by the karst processes. Sinkholes are common throughout Florida and may vary in size from 1 to 600 meters (3.3 to 2,000 ft.) both in diameter and depth, and vary in form from soil-lined bowls to bedrock-edged chasms. The great Winter Park sinkhole occurred in 1981 and caused structural damage and permanently lost property.

Strategic Road Map – A working document developed by the city of Winter Park to monitor progress on the city's Strategic Plan goals and objectives.

Fire-Rescue Headquarters

343 West Canton Avenue ■ Winter Park, Florida 32789





City Commission **agenda item**

item type Consent Agenda	meeting date February 24, 2021
prepared by Wes Hamil	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal stewardship	

subject

Open an account with One Florida Bank

motion / recommendation

Authorize City Manager and Finance Director to open an account with One Florida Bank

background

One Florida Bank is a locally owned community bank here in the Orlando area and is a qualified public depository in Florida. Opening an account with One Florida Bank would provide another option for investing surplus funds of the City at competitive rates.

alternatives / other considerations

Do not open an account with One Florida Bank

fiscal impact

This item has no measurable fiscal impact. It just provides another investment vehicle for the City.



City Commission agenda item

item type Action Items Requiring Discussion	meeting date February 24, 2021
prepared by Peter Moore	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Investment in Public Assets and Infrastructure	

subject

Construction and Maintenance Agreement for the City's Private Fiber Optic Network

motion / recommendation

Pursuant to ITN-6-2019, approve the attached contract with Frog & the Peacock LLC (Frog), a local Winter Park owned and operated company.

background

The city started working with Frog through the competitive solicitation process of ITN-6-2019. This was a request for vendors to approach the city with ways to collaborate to expand the city's fiber optic footprint, connect city facilities on a secure private network, and lay the groundwork for wired and wireless connectivity, enabling initiatives such as free community wireless, digital inclusion, and smart city applications. Connection of the city's remaining facilities to a private fiber network was designated as the first phase in the Fiber Optic Task Force's suggestions to the City Commission. Based on the recommendation, the City Commission originally approved \$600k from the Water & Wastewater Utility to promote Phase 1. To-date, \$450k of the original budget remains to contribute to this project. The original project estimate had assumed a city network of 67,000 LF with limited fiber redundancy. The proposed final build for the city's private network is over 100,000 LF, includes accommodation for cable slack, and offers improved redundancy.

The City used a portion of the funds to complete a design and audit of a proposed fiber route that would serve the city's needs for connectivity. The overall route is approximately 100,000 LF and provides fiber access to all city facilities. Based on existing conduit value that the city has in the ground, desired routing and fiber counts, as well as partnership capital contributions from Frog to allow shared access to conduit, the city's remaining payment to complete the project and finish Phase 1, is approximately \$850k, or \$400k more than currently funded. This will provide the city with its secure private

network made up of, 100,000 LF of conduit and a dedicated 24 strand fiber count. The city will own the conduit and Frog will have perpetual access to the conduit for their own business purposes. As part of the agreement, Frog will be tasked with maintenance responsibilities and the city will pay its pro-rata share of any repairs to the system. Frog intends to use its access and fiber to offer fiber-to-the-premise internet services to residents and businesses in Winter Park.

Summary of Deal Points:

- Total telecommunications grade system of approximately 100,000 LF of conduit and 24 fiber strand count, for a total remaining cost to build of approximately \$1.4 million.
- City will receive its own private 24-strand fiber network. The strand count includes excess capacity, actual requirement to connect city buildings is 2 strands. If the city desired to expand its fiber count to 48 strands it would add about \$50k to the city's cost.
- The city will enter into a construction and maintenance agreement with Frog to complete the total project for a not-to-exceed contribution, with Frog providing the remaining capital. The maintenance agreement contains standard response time requirements for routine and emergency repairs with the city only paying a pro-rata share of repair costs to the system and no monthly network/maintenance fees.
- The city will contribute \$850k and access to conduit that has already been built in the proposed design path.
- Upon execution of the agreement, Frog estimates that project completion will be between 10 – 12 months.
- City will maintain ownership of the conduit and retain approximately 75% of spare capacity within the conduit for future fiber strand expansion if desired.
- This agreement does not tie either party's hands to the business use of their respective rights to conduit and fiber.

Benefits to Winter Park:

- This agreement completes Phase 1 of the Fiber Optic Task Force recommendation to connect city facilities and lays the groundwork to begin exploration of further smart city and connected city applications.
- Promotes customer choice through facilitating another private high-speed broadband service option for residents and businesses. It is Frog's intention to begin building out 10,000 megabit per second (10 Gigabit) fiber-to-the-premise services in Winter Park.
- Enhances cybersecurity for utility and all customer data in the city network by reducing 3rd party access points and creating a private fiber network.
- Saves the city about 40% of the cost to finish the network by partnering to reduce the capital cost of the infrastructure.
- Saves on operating costs by removing payments to 3rd party vendors for city facility

internet circuits while also waiving any monthly maintenance fees for maintaining the infrastructure.

- Reduces capital risk to the city by allowing the private market to provide additional competitive options for broadband services in the city.
- Retains operational and business flexibility for the city to use its conduit and fiber capacity for services and purposes as they arise.

The proposed contract is attached to this item and due to security purposes the map in Exhibit A showing the fiber routes for the build have been redacted from this public facing document. Copies will be provided to the Commissioners prior to the meeting in a separate email.

alternatives / other considerations

There are limited alternatives that would still provide the city its own private fiber network. As this was a competitive solicitation, Frog and the city were able to negotiate a capital cost sharing agreement, and if the city does not pursue this deal it runs the risk of having to pay the full capital cost of building its own network as a willing capital partner may not be obtainable in the future. If this deal is declined, the city would continue to buy 3rd party broadband access for any facility that is not currently connected, which is predominately the water and wastewater plants owned by the City. While that is the status quo, the city would continue to pay for these services and have slower connection speeds as well as a higher cybersecurity risk exposure than if it was the city's own closed system. This would also raise the future cost of city-led smart city applications as any need for fiber backhaul would have to be purchased from a 3rd party.

fiscal impact

Connecting the city facilities will allow the city to stop paying for connections through CenturyLink circuits for service. That annual cost is approximately \$50k and will no longer need to be paid, equaling a 5% return on investment for \$1 million budgeted for this project. Currently the water plants are on 3Mb circuits. Once this project is complete, they will be on 10 Gigabit circuits, or over 3,000 times the current capacity.

With the \$600k allocated from the Water Utility, the outstanding need for \$400k could come from the Electric Utility. Currently the Electric Utility has a budgeted contingency of \$2.1 million in the current fiscal year. While this contingency is largely in place to build up the utility's cash position, budget estimates for energy sales in the fiscal year are proving to be overly conservative and likely understate revenue potential. Total kWh ending fiscal year 2020, were 422.8 million, with projections for fiscal year 2021 set at 407 million kWh. As of November, 12-month rolling kWh sales are 417 million. If FY21 ends at 420 million kWh, that will generate another \$600k in net revenues for the utility. While not guaranteed, Frog intends to buy other conduit access throughout the city where prior undergrounding projects have been completed. While no deal or agreement has been reached, as any access would be part of a public process, this will provide a

reimbursement to the utility for the sunk cost of having installed spare conduit. If the Electric Utility does provide the gap funding, this would also follow the 60/40 split between Water/Electric that the city uses internally for cost allocation on shared projects and services.

ATTACHMENTS:

[WP Fiber Project - Frog and City - Final Draft 1-29-21 - For Public Record.pdf](#)

ATTACHMENTS:

[City Private Fiber Agreement with Frog.pptx](#)

CITY OF WINTER PARK PRIVATE FIBER NETWORK CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS CITY OF WINTER PARK FIBER NETWORK CONSTRUCTION AND MAINTENANCE AGREEMENT (hereinafter "Contract" or "Agreement") is made and entered into as of the Effective Date (as defined herein) by and between the **CITY OF WINTER PARK**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "CITY" or "CLIENT"), **FROG AND THE PEACOCK, LLC**, whose address is 114-D South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are collectively referred to as "Parties" and individually as "Party."

RECITALS

WHEREAS, the CITY issued ITN-6-2019, with the desire to partner with companies to expand its fiber optic footprint and connect the CITY's facilities to a private fiber network; and

WHEREAS, the CONSULTANT, a locally owned business in the City of Winter Park, has expressed a desire to offer high speed internet access to residents and businesses in the CITY; and

WHEREAS, the CITY desires to facilitate the options and services available to residents and businesses for access to high speed internet services and to build the backbone infrastructure for technologies and functionality that would promote the public good; and

WHEREAS, the Parties acknowledge the advantage of sharing the capital and maintenance costs of fiber infrastructure; and

WHEREAS, the CITY has existing conduit already installed that is of value to the CONSULTANT (hereinafter the "Existing Conduit"); and

WHEREAS, CITY and CONSULTANT entered into a Continuing Contract Fiber Optic Connectivity agreement on January 13, 2020 following a competitive process through CITY's issuance of ITN-6-2019 ("ITN") wherein CITY retained CONSULTANT to provide professional fiber optic planning, surveying and connectivity services ("Design Phase"); and

WHEREAS, CONSULTANT has satisfactorily completed the services covered by the Design Phase; and

WHEREAS, CITY now desires to contract with CONSULTANT for the construction and implementation of infrastructure according to the plans developed as a result of the Design Phase using existing and planned infrastructure routes as mutually agreed upon by the Parties, upon the terms and conditions hereinafter set forth and for the continuing

maintenance of the infrastructure by CITY and CONSULTANT also upon the terms and conditions hereinafter set forth, and CONSULTANT is desirous of obtaining such contract and performing such services upon said terms and conditions; and

WHEREAS, the Scope of Work to be provided by this Agreement was included as part of a competitive process through CITY's issuance of ITN-6-2019 ("ITN") in accordance with a competitive solicitation process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for good and valuable consideration, it is agreed by and between the Parties hereto as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Scope of Work. CONSULTANT shall construct and implement the fiber optic infrastructure (the "Project") according to the plans developed during the Design Phase using existing and planned infrastructure routes (collectively, the "Scope of Work" or "Services" where appropriate) for CITY in accordance with the aforementioned ITN. A detailed list of the Scope of Work to be provided by this Agreement is set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

1.2 Competency. CONSULTANT hereby represents and warrants to CITY that CONSULTANT is experienced in, qualified and competent to perform the Services described in this Agreement. CONSULTANT shall perform the Services in a timely, efficient and cost effective manner that comports with applicable professional industry standards, and applicable federal, state and local laws and regulations, and in accordance with professional industry standards, all in a manner acceptable to the CITY and subject to final approval by the CITY in the CITY's reasonable discretion, which approval will not be unreasonably withheld or denied.

1.3 Effective Date. The Effective Date of this Agreement is the date that the last of the Parties has executed the Agreement.

1.4 Contract Period. The term of this Contract shall commence on the Effective Date. This Contract shall be for a term of ten (10) years, after which the Contract shall automatically renew for five-year terms unless either Party informs the other Party in writing of the intent not to renew the Contract at least sixty (60) days prior to expiration of the then-current term. The construction phase of this Contract shall commence on CONSULTANT's receipt of the Notice to Proceed (as hereinafter defined) and continue until the Scope of Work outlined on Exhibit "A" and attached hereto has been completed and accepted by the CITY to the CITY's satisfaction in the CITY's reasonable discretion, which shall not be unreasonably withheld or denied ("Construction Phase"), and provided that CONSULTANT shall not be required to (and shall not otherwise) commence any portion of the Scope of Work contemplated hereunder unless CITY has delivered to

CONSULTANT a written Notice to Proceed. The maintenance phase of this Contract shall continue from the end of the Construction Phase until termination or expiration of this Agreement (the "Maintenance Phase") as provided by this Agreement.

1.5 Construction Phase Completion.

(a) *Construction Deadline.* The CONSULTANT warrants that the construction of the Project will be completed within one (1) year of the Effective Date of this Agreement (the "Construction Deadline"), excepting therefrom any force majeure delays or delays not the result of CONSULTANT's actions.

(b) *Liquidated Damages.* In the event that construction of the Project is not completed by the Construction Deadline, and such delay is not caused by force majeure or other conditions outside of CONSULTANT's control, CONSULTANT shall pay liquidated damages to CITY at the rate of \$500.00 per calendar day until construction is complete. Such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by the CITY and shall not be construed as a penalty.

(c) *Progress Meetings.* The CITY may in its reasonable discretion require CONSULTANT or its representative to attend meetings of the CITY Commission or CITY staff members, not to exceed more than one (1) meeting per month, to advise the CITY on its progress, answer questions related to the Services, and any other matters related to the Project and/or this Agreement.

1.6 Notice to Proceed. CONSULTANT shall proceed with the performance of each task constituting the Scope of Work promptly upon receiving a written notice to proceed from CITY describing the specific tasks to be performed by CONSULTANT (the "Notice to Proceed").

SECTION 2 RESPONSIBILITIES OF CONSULTANT

2.1 CONSULTANT shall be responsible for the professional quality, technical quality, and the coordination of all aspects of the Scope of Work and Project. CONSULTANT shall apply for and obtain any and all permits required to complete the Scope of Work.

2.2 Neither CITY's review, approval or acceptance of, nor payment for, the Services, the Project, or other matters related to this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for damages suffered by CITY caused by CONSULTANT's negligence and negligent performance under this Contract.

2.3 The rights and remedies of CITY provided for under this Contract are in addition to all other rights and remedies allowed by law.

2.4 Public Records Laws. CONSULTANT acknowledges and agrees that CITY is a public entity that is subject to Florida's public records laws and as such, documents in CONSULTANT's possession relating to CONSULTANT's performance for CITY under the Agreement are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. CONSULTANT shall comply with the requirements of a contractor pursuant to Section 119.0701, Florida Statutes. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of CONSULTANT and its independent contractors and associates related directly to (a) the performance of CONSULTANT's Scope of Work during the Construction Phase and (b) during the Maintenance Phase, only those matters related directly to the maintenance, operation, repair, and replacement of the facilities outlined in Exhibit "A" owned by the City, shall be deemed to be a public record whether in the possession or control of CITY or CONSULTANT, unless an exemption or exception under applicable law applies. The provisions of this section are not intended to extend to any records associated with the facilities or operations of CONSULTANT's network. Such records, documents, computerized information and programs, e-mails, audio or video tapes, photographs, or other writings of CONSULTANT are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Manager. While in the possession and control of CONSULTANT, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law, at CONSULTANT's expense. Upon written request by CITY, CONSULTANT shall, within five (5) days, supply copies of said public records to 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 CONSULTANT, be open and freely exhibited to CITY for the purpose of examination and/or audit. This Section 2.4 shall be interpreted in a way that is consistent with Florida's public records laws under Chapter 119, Florida Statutes. In the event of a conflict between this Section 2.4 and any provision of Florida's public records laws, including but not limited to whether a particular record constitutes a public record subject to disclosure, Florida's public records laws shall control.

Since CITY's documents are of utmost importance to the conduct of CITY business and because of the legal obligations imposed upon CITY and CONSULTANT by the Public Records Law, CONSULTANT 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 CITY, regardless of any contractual or other dispute that may arise between CONSULTANT and CITY. Upon termination or expiration of this Agreement, CONSULTANT shall make arrangements with the City Clerk to deliver public records in CONSULTANT's possession to CITY. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY.

This provision shall survive expiration and termination of this Agreement for five (5) years following contract completion, five (5) years following contract termination, or any other time beyond five (5) years as may be required by Florida's applicable Public Records retention schedules, whichever is the longer of these times.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Winter Park City Clerk, 401 Park Ave. South, Winter Park, FL 32789; Email – cityclerk@cityofwinterpark.org; Telephone – (407) 599-3447.

2.5 If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2.6 The standard of care applicable to CONSULTANT's Services under this Agreement shall be the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar Services under similar conditions ("Standard of Care").

2.7 CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Each employee of CONSULTANT shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. CONSULTANT agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, or most recent (18 USC 4082) (c)(2).

CONSULTANT is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

CITY shall consider the employment by CONSULTANT of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for immediate termination of this Agreement for a default.

2.8 CONSULTANT shall comply with the terms and conditions of the ITN. To the extent there are any conflicts between the ITN and this Agreement, the terms of this Agreement shall control to the extent of the conflict.

2.9 CONSULTANT shall not substitute any key personnel without the prior written approval of the designated CITY representative ("City Project Manager") to oversee the specific task assigned to CONSULTANT during the Construction Phase. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the reasonable discretion of CITY. Further, CITY, in lieu of approving a substitution, may initiate other actions under the contract, including termination of CONSULTANT under this Agreement or under the specific task assigned.

2.10 Neither CONSULTANT nor the CITY, their elected officials, officers, employees, agents, or representatives, nor any assignee or successor of CONSULTANT shall take any action that will unreasonably interfere with, obstruct, or otherwise adversely affect either Party's use of, access to, or ownership of their respective interest in the Project and any conduit, fiber, or other facility that is owned in full or in part by either Party under this Agreement. Nothing contained in this section is intended to preclude or impede the CITY's police power or use of its rights-of-way, including any relocation of facilities placed pursuant to the terms of this Agreement. In the event the CITY desires to relocate any of the facilities placed as part of the Project, CONSULTANT and CITY will coordinate the relocation within the rights-of-way of both the CITY-owned conduit and CONSULTANT's fiber optic facilities, with the costs associated with any relocation to be borne by the CITY. With respect to facilities located in right-of-way not under the City's jurisdiction and control, where relocation is required by the non-City entity having jurisdiction over such right-of-way, to the extent the cost of relocation is not borne by a third-party, the costs of relocation shall be borne as follows: (a) the CITY shall bear 100% of the cost to relocate its conduit, and (b) the Parties shall share the cost to relocate the fiber optic cable on a pro-rata basis based on the proportion of the fiber owned by each Party within the relocated facilities. This paragraph shall survive termination and expiration of this Agreement.

SECTION 3 RESPONSIBILITIES OF CITY

3.1 **Access to Property.** CITY shall make its right-of-way available, permit access to, and make provisions for CONSULTANT to enter upon the CITY's property where CITY determines that such access is required for CONSULTANT to perform the Scope of Work. To the extent permits are required from any other governmental agencies, CITY agrees to make reasonable efforts to cooperate with CONSULTANT and join in any permits as necessary or appropriate to effectuate the purpose and intent of this Agreement.

3.2 **Information Pertinent to the Project.** CITY shall furnish CONSULTANT with existing data, plans, profiles and other information necessary or useful in connection with the CONSULTANT's provision of the Services which information and documents exist as of the Effective Date and are available in CITY's files, all of which shall be and remain the property of CITY and shall be returned to CITY upon completion of the Services to be performed by CONSULTANT.

3.3 Sale or Transfer of Facilities or Business.

(a) *Right of First Refusal.* In the event CONSULTANT is desirous of selling, conveying, assigning, or transferring all of the facility(ies), including without limitation any optical fiber, cables, conduit, and other facilities, owned in whole or in part by CONSULTANT and constructed pursuant to terms of this Contract ("CONSULTANT Facilities"), the CITY shall have a right of first refusal to purchase, obtain, assume, or receive, as applicable, the CONSULTANT Facilities on the same terms and conditions of any proposed sale, conveyance, sharing, assignment, or transfer. CONSULTANT shall provide CITY with written Notice of any proposed sale, conveyance, assignment, or transfer, including the terms and conditions, and CITY shall advise CONSULTANT within thirty (30) business days of its intent to exercise its right of first refusal or any right provided by this paragraph shall be deemed waived. Any closing must occur within 90 days of the CITY's election to exercise its rights under this section. Nothing in this Section 3.3 shall be construed to prohibit either Party from discussing, negotiating, or proposing a purchase by CITY of any facility or asset of CONSULTANT at any time on terms agreeable to the Parties. It is expressly understood between the Parties that this Section 3.3 does not apply to any resale of services or lease of fiber included as part of CONSULTANT's business and network operations, but rather is intended to cover only the complete sale, conveyance, assignment or transfer of the CONSULTANT's Facilities constructed pursuant to the terms of this Contract. CONSULTANT may not sell, convey, assign, or transfer CONSULTANT Facilities or any portion thereof to a third party without assigning this Agreement to such third party based on the requirements and criteria of Section 11.6 of this Agreement.

3.4 City, as the owner of the existing and new conduit to be constructed under this Contract, shall comply with statutory requirements for any requests to locate the facilities covered by this Contract as required by the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes (Sunshine 811 One Call system).

SECTION 4 PAYMENTS TO CONSULTANT

4.1 As the CONSULTANT will be responsible for performing the work during the Construction Phase, CITY will pay CONSULTANT \$850,000 as a direct capital contribution toward the construction of the facilities and the Services to be provided and outlined on **Exhibit "A"**. City agrees to pay CONSULTANT \$425,000 upon the initial Notice to Proceed. Thereafter, the CITY shall make progress payments based on percentage completion to CONSULTANT upon the satisfactory completion of portions of the work as provided in **EXHIBIT "A."** The invoice(s) shall be in a format required by CITY.

4.2 In accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act), invoice(s) shall be paid by CITY to CONSULTANT within thirty (30) days of CITY's receipt of a proper invoice(s) ("Payment Period"), unless, CITY within ten

(10) days after the improper payment request or invoice is received, notifies CONSULTANT, in writing, that the payment request or invoice is improper and indicates what corrective action on the part of CONSULTANT is needed to make the payment request or invoice proper.

4.3 CONSULTANT fully acknowledges and agrees that if at any time it performs Services under this Agreement contemplated by the Parties, such Services which have not been fully negotiated, reduced to writing and formally executed by both CITY and CONSULTANT, or reduced to writing by CITY and signed by CITY, then CONSULTANT shall perform such Services without liability to CITY, and at CONSULTANT's own risk.

4.4 **No Liens.** CONSULTANT acknowledges and agrees that CITY is a Florida municipality and, as such, CITY is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other lien statute. Neither CONSULTANT nor any of CONSULTANT's contractors, subcontractors, sub-subcontractors, materialmen, suppliers, or others utilized in the Project shall file or record claims of lien or any other liens against CITY.

4.5 **Records.** CONSULTANT agrees to maintain, and to cause each of its contractors, subcontractors, and sub-subcontractors to maintain, complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards, and related directly to the performance of CONSULTANT's Scope of Work during the Construction Phase or related directly to the maintenance of the facilities outlined in Exhibit "A" attached hereto and which are owned by the CITY, and the related costs and expenditures to CITY that have been contracted for and paid. These Books shall be maintained for five (5) years following contract completion, five (5) years following contract termination, or any other time beyond five (5) years as may be required by Florida's applicable Public Records retention schedules, whichever is the longer of these times. The provisions of this section are not intended to extend to any records associated with the facilities or operations of CONSULTANT's network operations, unless required by Florida public records laws or other law. All Books shall be subject to audit by CITY at all times during the term of this Agreement and for a period of one (1) year after the termination and expiration of this Agreement.

4.6 **Local Government Prompt Payment Act (Disputed Invoices).** In the event that CITY receives an improper payment request or invoice, CITY shall notify CONSULTANT, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of CONSULTANT is needed to make the payment request or invoice proper. If a dispute arises between CITY and concerning payment of a payment request or proper invoice, the dispute shall be finally determined by the local governmental entity pursuant to administrative dispute resolution procedures, which shall be commenced within forty-five (45) days after CITY received the disputed payment request or proper invoice and concluded by final decision of CITY within sixty (60) days after CITY received such. Such dispute resolution procedures shall be those procedures as may be currently established by resolution or ordinance of CITY, or, if no such

procedures have been established, the dispute shall be reviewed by the City Manager or his/her designee, who shall endeavor to meet with CONSULTANT to discuss the nature of the dispute and attempt to reach a resolution of the dispute within the time allotted by law. If no resolution amenable to the Parties can be reached, the City Manager or his/her designee shall issue a final decision in writing to CONSULTANT within sixty (60) days as required by statute.

SECTION 5

MAINTENANCE, FIBER DEDICATION AND OTHER MATTERS

5.1 In consideration of CONSULTANT's investment in the Project, CONSULTANT shall have the right and license to place fiber optic cable, not to exceed one (1") inch in diameter, within any existing or new conduit constructed pursuant to Exhibit "A" of this Agreement, which fiber optic cable will be owned, operated and maintained by CONSULTANT. It is expressly understood between the Parties that the right and license granted by this Agreement is irrevocable and coupled with an interest.

5.2 **Maintenance.** CONSULTANT shall be responsible for maintenance, repair, and replacement of any facilities placed pursuant to Exhibit "A" attached hereto, as well as the Existing Conduit to the extent CONSULTANT maintains facilities therein; however, CONSULTANT shall not be responsible for the maintenance of any facilities which are part of the CITY's Electric Utility. The costs associated with the maintenance, repair, and replacement obligations of this Section 5.2 shall be shared as follows: (a) any costs associated directly with the on-going maintenance, repair, or replacement of the existing or new conduit described in Exhibit "A" shall be shared 50/50 between the CITY and CONSULTANT, (b) any costs associated with the maintenance or repair of the fiber optic cable lines, the costs shall be shared pro rata based on the percentage of fiber optic cable lines included within the Project owned by the respective Parties (the "Pro-Rata Cost"), and (c) any costs associated with the repair or replacement of the facilities placed pursuant to Exhibit "A" attached hereto which is the direct result of the actions of either Party, shall be borne 100% that the Party causing the damage and necessitating the repair and replacement. CONSULTANT's responsibility for fiber cuts or repairs does not extend to any other providers or third parties, but is expressly limited to maintenance fiber cuts associated with the CITY's and CONSULTANT's shared use of the conduits as provided by this Agreement.

5.3 **Service Standard of Response.** CONSULTANT agrees that repairs to conduit or fiber optic cable lines as part of the shared infrastructure with the CITY will be done in a timely and efficient manner consistent with applicable industry standards. Service response times will be no more than four (4) hours for a standard repair and no more than two (2) hours for an emergency repair. If repairs are not being reasonably and diligently pursued by CONSULTANT consistent with applicable industry standards, City will have the option to facilitate the repair and bill CONSULTANT its Pro-Rata Cost share in accordance with this Agreement, and CONSULTANT will pay CITY for the billed amount within thirty (30) days of billing.

5.4 Fiber Dedication / Fiber Optic Lines. In connection with the installation of the facilities outlined in Exhibit "A", The CITY shall receive and own twenty-four (24) strands of dedicated fiber optic cable line for its sole use and discretion.

5.5 Communications Services. CONSULTANT shall have the ability to provide communication services to third parties through the fiber optic cable lines owned by CONSULTANT, including but not limited to dark-fiber, but not including fiber optic cable lines owned by the CITY. CITY shall not in any way be responsible or liable for customer services or the business operations of CONSULTANT.

SECTION 6 TERMINATION

6.1 Termination. Written Notice. This Agreement may be terminated by written notice upon the occurrence of (1) a termination for cause as described in paragraph 6.2, or (2) upon the consensual written agreement of both Parties. Any notice under this paragraph shall be provided by giving the other party ninety (90) calendar days advance written notice.

6.2 Termination for Cause. Either party may terminate this Agreement for cause upon the occurrence of an Event of Default. The following events shall constitute "Events of Default" for purposes of this subparagraph:

- i. Failure of the CITY or CONSULTANT to observe or perform any term, condition or provision of this Agreement during the Construction Phase, provided each Party shall be given the opportunity to cure any such Event of Default within sixty (60) days following written notice thereof or such longer period of time if the defaulting Party is diligently and continuously endeavoring to cure the same, but in no event longer than ninety (90) days;
- ii. Failure of the CITY or CONSULTANT to observe or perform any term, condition or provision of this Agreement as it relates to the ongoing maintenance, repair, replacement, during the Maintenance Phase, provided each Party shall be given the opportunity to cure any such Event of Default within sixty (60) days following written notice thereof or such longer period of time if the defaulting Party is diligently and continuously endeavoring to cure the same, but in no event longer than ninety (90) days; or
- iii. If CONSULTANT files a voluntary petition in bankruptcy, or has an involuntary petition filed against it and such petition is not dismissed within ninety (90) days, is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in

the appointment of any trustee, receiver, custodian, liquidator, or makes any general assignment for the benefit of creditors.

6.4 Delivery of Materials Upon Termination. In the event of termination of this Agreement and prior to CONSULTANT's satisfactory completion of all the Services described herein or subsequently authorized in writing, CONSULTANT, unless otherwise excused by CITY in writing, shall promptly furnish CITY, at no additional cost or expense, with one (1) physical copy and one (1) electronic copy of the following items, any or all of which may have been produced prior to and including the date of termination: data, specifications, test results, calculations, estimates, plans, drawings, computer print outs, surveys, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by CONSULTANT, or by any subcontractor, in rendering the Services described herein (collectively, the "Documents"), and not previously furnished to CITY by CONSULTANT pursuant to this Agreement. The Documents shall be the sole property of CITY, and CITY shall be vested with all rights provided therein of whatever kind and however created; provided, however, such Documents shall be accepted without any representation or warranty by CONSULTANT. CONSULTANT shall also require that all such subcontractors agree in writing to be bound by the provisions of this Subsection; provided, however, no such failure of any subcontractor to comply with said requirement shall be deemed a default by CONSULTANT hereunder or shall give rise to any liability or further obligation by CONSULTANT.

6.5 Ownership of Facilities: Notwithstanding any other provision in this Agreement to the contrary, ownership of the facilities constructed pursuant to this Contract shall be as provided in this Section. The CITY shall own 100% of all conduit installed by CONSULTANT pursuant to this Contract. The CITY shall own in full 24 strands of fiber dedicated to the CITY as part of this Contract, for the CITY's sole use and discretion. The CONSULTANT shall own the remainder of the fiber strands and fiber optic cable placed in CITY-owned conduit as provided by this Contract for the CONSULTANT's sole use and discretion. CONSULTANT shall be allowed to maintain its fiber optic cable in CITY-owned conduit, including the ability to conduct any necessary maintenance, repair or replacement, for as long as it is providing services, either via its network, through the resale of services or through the lease of fiber. The foregoing ownership interests shall survive termination or expiration of this Contract, provided CONSULTANT's ownership interest is subject to divestment pursuant to Section 3.3 of this Agreement. It is expressly understood and acknowledged by the Parties that the ownership interests outlined in this Section 6.5 shall survive termination or expiration of the Agreement.

SECTION 7

MATERIALS, REUSE OF DOCUMENTS AND CONFIDENTIALITY

7.1 General. One (1) reproducible copy and one (1) electronic copy of all Documents shall be supplied to CITY by CONSULTANT at CITY's request, and at CITY's cost. The final

work product of all such materials, along with all formal CITY/CONSULTANT correspondence concerning this Agreement (e.g. emails, letters, tapes, memoranda, etc.) shall be the sole property of CITY. Furthermore, CITY may reuse such Documents at no additional cost, and CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto.

7.2 Reuse of Documents. CITY acknowledges that the Documents are not intended for use in connection with any purpose other than the purpose for which the materials are prepared. Any use by CITY of such Documents in connection with a purpose other than that for which such Documents were prepared, without the prior written consent of CONSULTANT, shall be at CITY's sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

SECTION 8 NOTICES

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to CONSULTANT hereunder shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, addressed to:

Frog and the Peacock, LLC
Attention: Michael Voll

114 S. Park Avenue, Suite D
Winter Park, Florida 32789
Michael.Voll@frognnow.com

All notices required to be given to CITY shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, to the City's Procurement Division and the City Attorney, separately, at:

City of Winter Park
Attention: Procurement Division
401 South Park Avenue
Winter Park, Florida 32789
Procurement@cityofwinterpark.org

City of Winter Park
Attention: City Attorney
401 South Park Avenue
Winter Park, Florida 32789
CityAttorney@cityofwinterpark.org

Either party may change its address, for the purposes of this subsection, by written notice to the other party given in accordance with the provisions of this subsection.

SECTION 9 WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE CITY OR CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT, CITY OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF THE SCOPE OF WORK BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT. THE FOREGOING PROVISION SHALL EXPRESSLY SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

SECTION 10 INDEMNIFICATION AND INSURANCE

10.1 Indemnification. During the term of this Agreement or for as long as CONSULTANT occupies any CITY-owned conduit, CONSULTANT agrees to indemnify and hold harmless CITY, its representatives, employees, and elected and appointed officials, from all and any claims, judgments, damages, losses, penalties and expenses, including reasonable attorneys' fees, paralegals' fees, experts' fees and litigation costs incurred at all trial and appellate levels arising out of or resulting from any act or omission related to this Agreement to the extent caused in whole or part by CONSULTANT or its officers, employees, contractors, or subcontractors, except for damages caused by the negligence, willful misconduct or gross negligence of the CITY. If the type of Services being rendered under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be one million dollars (\$1,000,000) per occurrence, which CITY and CONSULTANT agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification. This section shall survive for a period of one (1) year after the termination, cancellation, or expiration of the Agreement or upon removal of CONSULTANT's facilities from CITY-owned conduit, whichever is later, and shall not be limited by reason of any insurance coverage.

10.2 Insurance. CONSULTANT's insurance requirements as set forth in the ITN are hereby incorporated herein by this reference and are a material part of this Agreement. CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, all insurance policies and in the minimum amounts required by the ITN to protect CONSULTANT and its employees, agents, and subcontractors from claims of the nature that may arise out of, or result from, CONSULTANT's operations, performance, Services, or all of these things, or any of these things in combination ("CONSULTANT's Operations"), whether CONSULTANT's Operations are by CONSULTANT, any of its employees, agents, or subcontractors, or anyone directly or indirectly employed by any of them for whose act or acts any of them may be liable. Within ten (10) days of the Effective Date of this Agreement, CONSULTANT shall provide CITY with evidence of

naming CITY as an additional insured party on those insurance policies that such is required by the ITN.

10.3 City's Right to Inspect Certificates. CONSULTANT shall, upon fifteen (15) days written request from CITY, deliver copies to CITY of any or all certificates of insurance relating to such policies that are required by the ITN, this Agreement or any purchase order.

SECTION 11 MISCELLANEOUS PROVISIONS

11.1 Discrimination. CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that:

- a. in its performance under the Contract hereunder, CONSULTANT shall not exclude any person from participation in, deny the benefits of, or otherwise subject to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and
- b. CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended.

In the event of a breach of any of the nondiscrimination covenants described in this subsection, CITY shall have the right to terminate this Agreement.

11.2 Compliance with Law. CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to CONSULTANT's performance under the Agreement, or to the wages paid by CONSULTANT to its employees. CONSULTANT shall also require by contract that all subcontractors shall comply with the provisions of this subsection.

11.3 Licenses & Permits. CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law in CONSULTANT's performance under the Agreement. CONSULTANT shall also require all subcontractors to comply by contract with the provisions of this subsection. Nothing in this Agreement shall be construed as waiving or excusing any permit requirement of the City with respect to any activities of CONSULTANT or its successors or assigns, provided that the City shall waive any permit fee for permits issued by the CITY in CITY-owned or controlled public rights-of-way. CONSULTANT will be responsible for any fees related to permits not issued by the CITY.

11.4 Compliance with New Regulations. CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for CITY or CONSULTANT to qualify for local, state, or federal funding for the Scope of Work rendered under the Agreement, then CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for the Scope of Work to be rendered under this Agreement, then CITY shall have the right, by written notice to CONSULTANT, to terminate this Agreement. Furthermore, if CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, then CITY agrees, upon sufficient proof of material changes as may be presented to it by CONSULTANT, to amend all related CITY/CONSULTANT contractual obligations, and to revise such applicable budgets accordingly.

11.5 Consultant Not Agent of City. CONSULTANT is not authorized to act as CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind CITY hereunder, either in CONSULTANT's relations with subcontractors, or in any other manner whatsoever. CONSULTANT's performance under this Agreement shall be as an independent contractor and CONSULTANT shall have responsibility for and control over the details of and means for its performance of the Scope of Work assigned by CITY. CONSULTANT shall be subject to the directions of CITY only with respect to the Scope of Work and the general results required.

11.6 Assignment & Delegation. CITY and CONSULTANT bind themselves and their successors and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that, during the Construction Phase of the Agreement, CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of CITY. CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without CITY's consent, then CITY may immediately terminate this Agreement as a breach of contract by CONSULTANT and a failure by CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect. During the Maintenance Phase of this Agreement, CONSULTANT may assign or transfer this Agreement to a third party, in whole or in part, only if 1) such third party demonstrates it is able to fulfill the maintenance and other responsibilities under this Agreement; 2) the third party does not pose security risks to CITY in CITY's reasonable discretion; 3) the City Manager approves the assignment in writing, based on the criteria outlined in this Section 11.6, which approval shall not be unreasonably withheld, conditioned or delayed; and 4) the proposed third party agrees in writing to be bound by the terms of this Agreement. CITY shall have the right to assign its rights, or any part of them, or to delegate its duties and obligations, or any part of them, to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement. It is expressly understood between the Parties that this Section 11.6 does not apply to any

resale of services or lease of fiber included as part of CONSULTANT's business and network operations, but rather is intended to cover only the assignment or transfer of CONSULTANT's obligations under this Agreement during the Maintenance Phase.

11.7 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth in this Agreement, except for that certain City of Winter Park Continuing Contract Fiber Optic Connectivity executed by the Parties on January 13, 2020. In the event of a conflict between this Agreement and that certain City of Winter Park Continuing Contract Fiber Optic Connectivity executed by the Parties on January 13, 2020, this Agreement shall control to the extent of the conflict.

11.8 Amendment. This Agreement may be amended or modified only by an Amendment, and as duly authorized and executed in writing by the Parties.

11.9 Validity. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida only. In the event any provision hereof is determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

11.10 Headings. The headings of the sections or subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections or subsections.

11.11 Timeliness. CITY and CONSULTANT acknowledge and understand that the performance under this Agreement shall be in as expeditious a manner as may be in accord with the nature of said Scope of Work, and consistent with the exercise of sound professional practices.

11.12 Public Entity Crime. Any person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with CITY obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be promptly replaced by a subcontractor acceptable to CITY.

11.13 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God ("Force Majeure Event"). Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance. If feasible, the Parties may agree to amend in writing the time periods for any performance to accommodate the situation; however, should a Force Majeure Event preclude CONSULTANT from its time-sensitive performance under this Agreement, CITY may terminate this Agreement and reassign CONSULTANT's responsibilities under the Agreement to another CONSULTANT at no risk or liability to CITY.

11.14 Remedies & Costs. Unless specified otherwise herein, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

11.15 Dispute Resolution & Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding and if the Parties do not agree to the resolution of a dispute as otherwise provided in this Contract, the Parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The Parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the Parties cannot agree on the selection of a mediator, then CITY shall select the mediator who, if selected solely by CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- a. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or
- b. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The Parties shall share the mediator's fee equally.

The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the Scope of Work shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

11.16 Attorneys' Fees & Litigation Costs. In the event of mediation or litigation between the Parties concerning or arising from this Agreement and unless otherwise

provided by law, each party shall bear their own attorneys' fees and litigation costs, except for attorneys' fees for which CONSULTANT is liable to CITY pursuant to Section 10.1 of this Agreement.

11.17 Non-Appropriation. Regardless of anything to the contrary contained in this Agreement, CITY's payment and performance of obligations under this Agreement for each and every fiscal year of CITY's beyond the fiscal year when the Agreement is executed shall be subject to discretionary annual appropriation by the City Commission of funds therefore. When sufficient funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made or at such other time as CITY may determine, without further cost, penalty or obligation to CITY; provided however, CONSULTANT will be paid for Services rendered prior to termination of this Agreement.

11.18 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall be considered or deemed a waiver of CITY's sovereign immunity protections or of any other immunity, defense or privilege afforded to CITY or its officials, officers, employees and agents under law. In no event shall any obligation of CITY under this Agreement be or constitute a general obligation or indebtedness of CITY, a pledge of the ad valorem taxing power of CITY or a general obligation or indebtedness of CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

11.19 Scrutinized Companies.

- a. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or Services of:
 - i. any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - ii. one million dollars (\$1,000,000) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

A violation of this subsection shall constitute grounds for CITY to reject any bid or proposal submission and shall constitute grounds for CITY to immediately terminate any resulting contract or agreement relating to same.

- b. *Contract or renewal of contract for goods or Services of one million dollars (\$1,000,000) or greater.* CONSULTANT expressly agrees that, pursuant to section 287.135, Florida Statutes, CITY shall have the exclusive right, at CITY's option, to immediately terminate any contract for goods or Services of one million dollars (\$1,000,000) or more that is renewed or entered into on or after July 1, 2018, if CONSULTANT:
 - i. submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes;
 - ii. is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
 - iii. is currently or has been determined to be engaged in business operations in Cuba or Syria.
- c. *Contract or renewal of contract for goods or Services of any amount.* CONSULTANT expressly agrees that, pursuant to section 287.135, Florida Statutes, CITY shall have the exclusive right, at CITY's option, to immediately terminate any contract for goods or Services of any amount that is renewed or entered into on or after July 1, 2018, if CONSULTANT is:
 - i. found to have been placed on the Scrutinized Companies that Boycott Israel list; or
 - ii. engaged in a boycott of Israel.
- d. *False certification.* If CONSULTANT submits a false certification as may be required under section 287.135, Florida Statutes, then CITY shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by CITY, and all costs for investigations that led to the finding of false certification.

11.20 Tobacco-Free Campus. CONSULTANT agrees that the performance of all work and Services for CITY shall be tobacco-free. Accordingly, CONSULTANT agrees that all of CONSULTANT's employees, agents, and those performing work and Services for CITY at CONSULTANT's direction or control shall refrain from utilizing tobacco in any form within or about any CITY parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Violation of this section shall not be deemed

a breach or basis for termination of this Agreement. For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following:

- a. smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or
- b. utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

11.21 Disclaimer of Warranties. The CITY makes no representation or warranty and shall have no liability whatsoever related to the fitness or usefulness of any conduit, fiber, or other facility described under this Agreement for any purpose or use by CONSULTANT or any successor or assign of CONSULTANT, including but not limited to the provision of internet or other services to third-party customers.

11.22 Non-Exclusive. This Agreement is not an exclusive agreement with respect to the conduit, fiber optic cables, lines, and other facilities contemplated by this Agreement. CITY has the right and discretion to enter into agreements with any other entity or person to construct, place, use, and operate other fiber optic cables, lines, conduit, facilities, and all other related activities, in the CITY's discretion. This Section 11.22 shall survive termination and expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the Effective Date.

**FROG AND THE PEACOCK, LLC,
a Florida limited liability company**

**CITY OF WINTER PARK,
a Florida municipal corporation**

Michael Voll

Name

Manager - FROG AND THE PEACOCK, LLC
TITLE

Date

Name

Mayor
Title

Date

Exhibit "A"

The Project Scope consists of construction of fiber optic infrastructure to be installed in and around the City of Winter Park as depicted in the diagrams below and mutually review and agreed to during the design phase.

Project Estimate Budget:

The total estimated budget to complete the project scope is \$1.4MM with the City's not-to-exceed capital contribution of \$850,000.

Route:

The total infrastructure route is approximately 100,000' containing approximately 130,000' of fiber optic cable to be installed. The point of demarcation for the main cross-connect of fiber infrastructure is to be terminated at the Winter Park Public Safety Building located at 500 N Virginia Avenue, Winter Park FL. 32789. Twenty four (24) strands of fiber along the route depicted below shall be dedicated for the City as documented in the Agreement.

Exhibit "A"
Continued

Route Diagram:



Exempt from Public Record

Conduit & Vaults:

The infrastructure includes 100,000 route feet of 2" conduit consisting of approximately 50,500' of Existing Conduit and 49,500' of New Conduit to be constructed as generally depicted by the diagram below. New Conduit shall be 2" HDPE or equivalent. Newly constructed conduit routes shall include 24"x36"x24" vaults placed every ~500' and as needed for splice locations. Existing vault locations may be replaced with new vaults as needed. Additional vaults may be installed along existing conduit route as needed.

Exhibit "A"
Continued

Conduit Diagram:



Exempt from Public Record

-  New Conduit
-  Existing Conduit
-  Existing Conduit Shared with Electric

Exhibit "A"
Continued

Fiber Termination/Demarcation Locations:

Fiber termination/demarcation locations include:

- | | |
|-------------------------------|----------------------------|
| 1. City Hall | 10. Azalea Lane Rec Center |
| 2. Public Safety | 11. Fire Station 62 |
| 3. Public Works Compound | 12. Fire Station 64 |
| 4. Library & Events Center | 13. Showalter Field |
| 5. Lake Island Rec Center | 14. WP Estates Wastewater |
| 6. Canton Electric Substation | 15. Interlachen Substation |
| 7. Wymore Water Facility | 16. Aloma Water Plant |
| 8. Farmers Market | 17. Magnolia Water Plant |
| 9. Community Center | 18. Train Station |

Lateral fiber extending from the termination locations shall be 12ct or greater extending to the main fiber route splice location.

Space Requirements:

City shall provide Consultant with space and access to 12 RU of rack space and electrical power at each termination location for fiber termination panels and Consultants equipment.

City shall provide Consultant with shared space for and access to two (2) full height racks for cross-connect panels, wall space for (2) FDCs, space for (2) full height racks for Consultant's equipment, and reasonable electrical power as required, all to be located at the Public Safety Building.

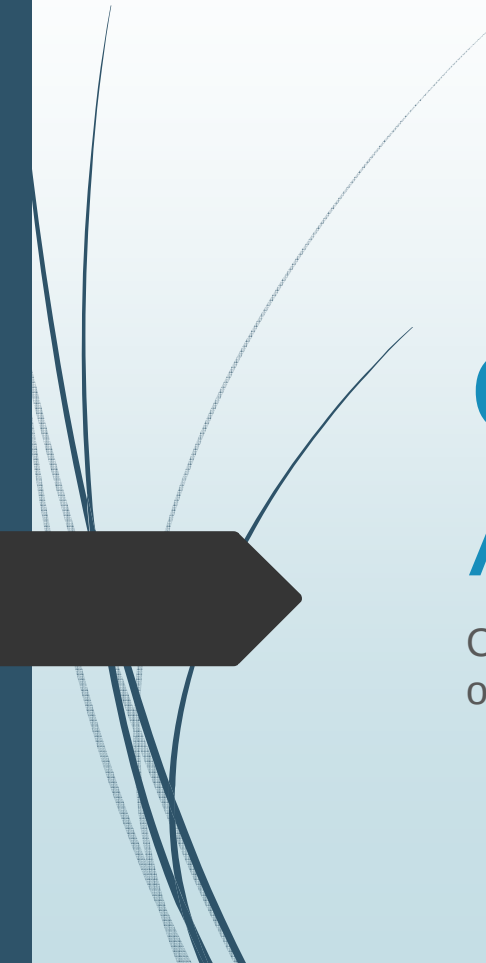
During the Construction Phase the City shall provide reasonable space for staging material and equipment

Access:

City shall provide Consultant 24x7 access to all infrastructure and facilities associated with the project scope.

Documentation:

Consultant shall provide documentation of the project infrastructure routes and fiber splice matrix in electronic format.



City Private Fiber Agreement with Frog

Construction and Maintenance agreement to co-build over 100,000 linear feet of fiber optic backbone in the city.



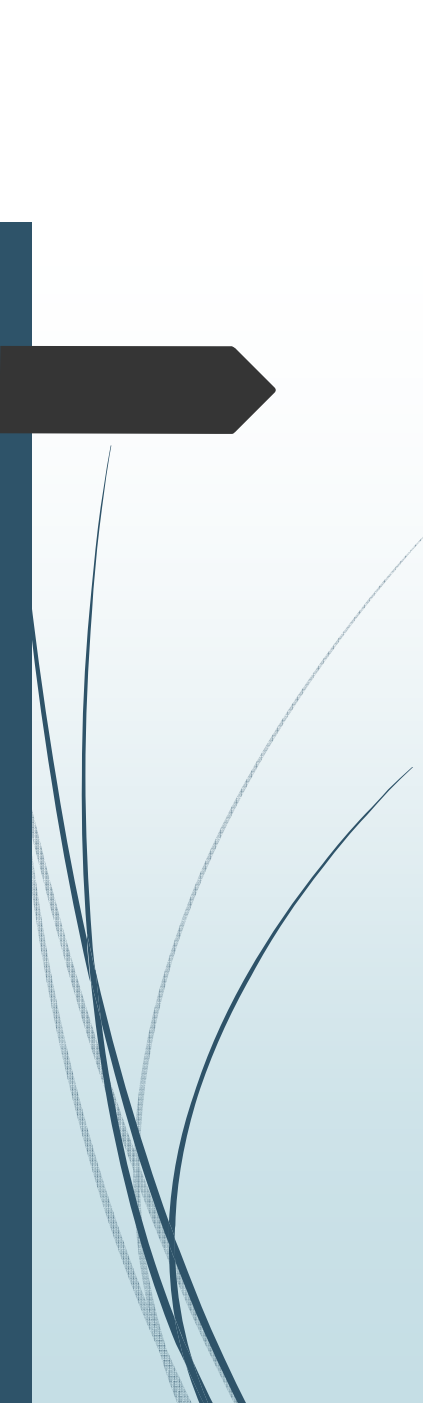
Background

- The city has pursued a number of efforts to get to this point today:
 - Magellan Advisors was hired to perform a business plan and concept for municipal investments in fiber.
 - Fiber Optics Task Force recommended three phases to consider for municipal fiber build in the city. Phase 1 called for connecting the city's remaining unconnected facilities (predominately water plants) to the city private fiber network.
 - The City Commission supported Phase 1 and approved \$600k in funding.
 - ITN-6-2019 was released to find private partners willing to assist the city with expanding its fiber optic footprint to ensure better cybersecurity and lay the groundwork for wired and wireless connectivity. Frog was ranked the top firm out of seven respondents.



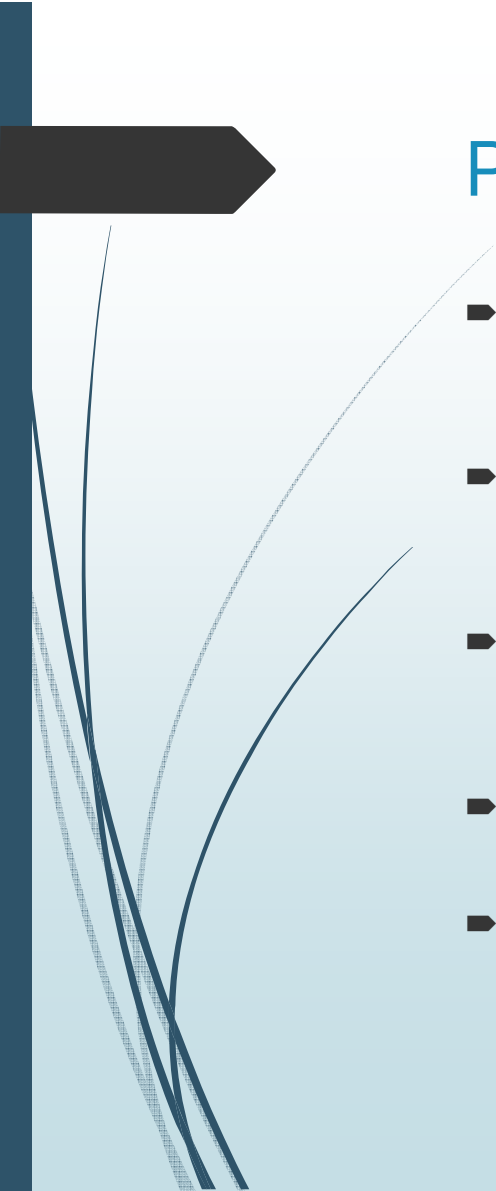
Frog

- Locally owned and operated by a Winter Park resident, Michael Voll.
- Frog Inc. is a national telecommunications company providing high-speed internet services as well as a range of consulting services in the industry.
- Frog already provides internet services in Winter Park to both commercial and residential customers.
- Partner on Numerous City Projects:
 - Free Public Wi-Fi in Central and Shady Park
 - PtMP Traffic Signalization Interconnectivity
 - Audit & Preliminary Design of City Private Fiber Network
 - Upgraded Existing Broadband Capacity for City Facilities at 5GB
 - Expansion of Free Public Wi-Fi through the Downtown Core
 - And hopefully coming soon... co-build partnership to complete the City's Private Fiber Network.



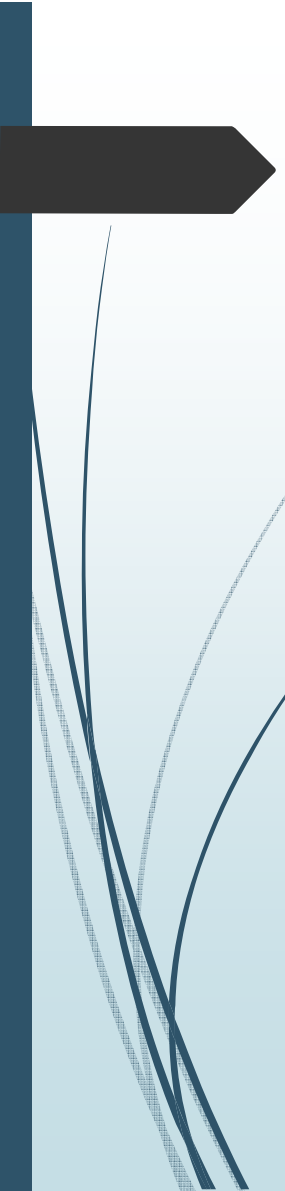
Private Fiber Network – What are we building?

- 100,000+ Linear Feet of telecommunications grade fiber and conduit throughout the city that connects all city facilities to a single private fiber network.
- 24 fully-dedicated and owned fiber strand count. Offers capacity above the city's actual needs to connect its facilities with room for growth. City also has the option to increase its strand count.
- This project is approximately 50% larger than earlier planned versions of the project.
- Once approved the estimated time to completion is 10 – 12 months.



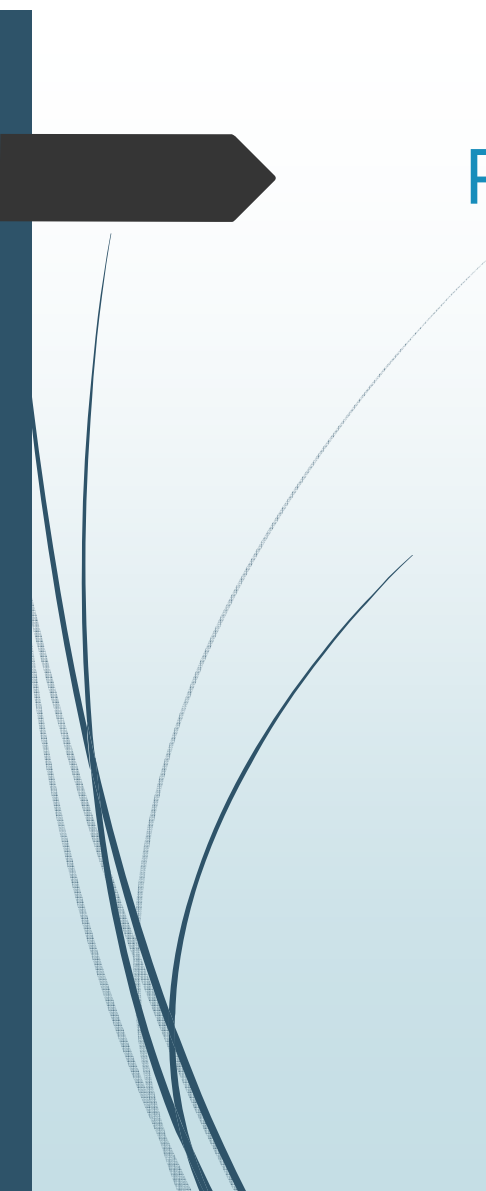
Private Fiber Network – Deal Points

- Frog and City will co-build the infrastructure. Total estimated cost to complete is \$1.4 million, city will have a not-to-exceed contribution of \$850k, with Frog paying the remainder.
- Maintenance Agreement that puts repair responsibility on Frog and shares costs for repairs on a pro-rata basis for the actual cost of repairs. No monthly maintenance fees to maintain the infrastructure.
- City will maintain the ownership of the completed conduit and grant Frog the right to utilize up to 1” of the conduit space for their own fiber strand deployment at their cost.
- First Right of Refusal should Frog ever decide to divest its ownership interest in the agreement.
- No exclusivity in the use of the fiber provided to either party. Each may use and operate their respective strands for any business purpose.



Private Fiber Network - Benefits

- Completes the Commission Approved goal of Phase 1 of the Fiber Optics Task force, connecting all city facilities on a private fiber network.
- Enhances cybersecurity, protecting the sensitive Utility customer data of city residents and businesses.
- Promotes Customer Choice by facilitating a private sector provider to offer quality high-speed internet services to the residents and businesses of Winter Park at speeds of up to 10 gigabit-per-second.
- Reduces the capital cost for both parties by sharing in the construction and ongoing maintenance costs. Saves the city approximately 40% of the cost if just constructing it alone.
- Reduces operating costs by removing expenses for 3rd party internet circuits while also increasing capacity by over 3,000x.
- Retains significant conduit capacity for fiber expansion if desired in the future.
- Lays the groundwork for smart city applications.



Private Fiber Network - Funding

- Project Cost: \$1.4 million
- City Contribution: \$850k
- Frog Contribution: \$550k+
- Currently the city has \$450k in remaining funds already budgeted for this project and is seeking \$400k from the Electric Utility to complete this project.
- The city also has the option to increase its fiber count to 48 strands if desired for an additional cost of \$50k.



Private Fiber Network – Next Steps

- If the contract is approved:
- Work will begin immediately and is expected to be completed by the end of this year.
- Staff is working with members of the Utility Advisory Board to explore further use of the benefit of the city's investment in fiber such as monetizing the conduit in residential areas of the city.
- Opens the door to other wired and wireless suggestions such as places to expand municipal Wi-Fi, traffic and safety enhancements, and smart city applications.



City Commission agenda item

item type Action Items Requiring Discussion	meeting date February 24, 2021
prepared by Peter Moore	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Quality of Life	

subject

Extenet Systems Pole Attachment Agreement for 5G

motion / recommendation

background

City has staff has been working with the major cellular companies and 5G node providers over the past couple years to craft a framework for how 5G could begin to be built out in the City of Winter Park. 5G represents the next generation (5th) of cellular technology and it differs from past deployments due to its shorter range but much larger capability to carry more data. Traditionally, cell signals were carried by larger cell towers (120 - 150 foot tall macrosites) however 5G will require the creation of many smaller scale structures (approx. 30 - 40 feet microsites) that will send signals about 400 to 600 feet depending upon clearance due to other structures, tree canopy, etc.

Extenet was the first company to approach the city regarding the construction of 5G nodes, and they have the contract with AT&T to build out node locations in Winter Park and Orlando. Extenet is one of the largest cell node hosting companies in the United States and their clients include all the major cellular providers. Extenet has worked with staff to come up with pole designs that fit within the context and design standards of the city as well as working to relocate proposed pole locations where aesthetic concerns and community impact was deemed to be a concern.

Legal proceedings have long been, and are still continuing to be, a factor in 5G node deployment. Both the federal government through the FCC, and the State of Florida have passed laws that are more conducive to the spread of node deployment at the expense of home rule authority to regulate and control it. Those that support the rollout have claimed that local governments can be unreasonable in their conditions to allow nodes while those that oppose it claim that it takes away a community's right to control their rights-of-way (ROW). The major points of the laws governing small cell or microsite

deployment are the FCC caps on annual revenue that can be charged per pole to the local government (\$270 each annually), the ability to place a pole in ROW without unreasonable requirements by local government, the size of associated antenna and cabinet boxes that can be placed on/near poles, and the 45 and 60 day shot clocks that require a determination on submitted permit proposals by the local government or they are deemed approved. Despite staff opinion that the new federal and state laws take away the city's flexibility to control ROW, Extenet has been willing and flexible to hear concerns and make changes and have worked with the city attorneys to create a master agreement framework that would govern how 5G will be permitted in the city. Some of the major points of the agreement include:

- Pricing of \$1,200 per pole with \$270 (FCC cap) paid immediately and the remainder held in escrow until legal proceedings are settled.
- Design standards for the pole deployment that mimic the city's Sternberg lighting, fluted black metal pole design.
- Images of pole design standards that set the framework for what poles with attached hung cabinets, poles with ground cabinets, and poles with stealth cabinets. (For examples, see the Extenet presentation file attached. Once settled, these will also be incorporated as part of the master agreement.)
- Stealth ground cabinet design options which include trash can style cabinets that hide the electrical components and may fit better in a pedestrian context.
- Master metering agreement that would not allow for individual electric meters to be installed on each pole but instead pay an annual electric power cost fee on a per pole basis, thus reducing the visual clutter on poles.
- Rules to govern the city's right to control pole placement and design, including aesthetic concerns.
- Limits attachments to only being permitted as part of new streetlight style nodes. Many jurisdictions are allowing attachments on existing utility poles, however due to the electric undergrounding program, the city is requiring all nodes to be decorative streetlights instead.
- No overhead cabling to poles to reduce visual wire clutter.
- No changing of the components to a pole without additional city permitting approval.

On December 7th, a City Commission Worksession was held and Extenet presented on the proposed agreement. Members of the Commission asked if AT&T would be willing to start 5G deployment now rather than the modified 4G designs that were shown at the worksession. Extenet has secured agreement from AT&T to redesign the towers to be 5G enabled, those modified designs are part of Exhibit B in the attached Agreement as well as shown separately in the attached file: Extenet Proposed Locations and Designs. To go to a 5G ready microsite, requires the addition of three small radios at the base of the antenna shroud on top of the pole. Otherwise all the design elements including fluted

black poles, custom built to match Winter Park's Sternberg style, stealth shrouding on the antennas, and decorative trashcan options to hide the equipment components where necessary, are still all included. Staff supports these features as an industry leading design standard that appreciates the needs of both parties. In addition to the design changes, the city attorneys made further clarifications to the agreement to allow the city to repair damaged nodes in cases of emergency and to be reimbursed by Extenet. Staff also reached out to the City of St. Augustine and confirmed that microsites were deployed in their historic downtown. The deployments were on wood poles and the city requested that they not be visible from the trolley tours that take place regularly.

This agreement has been reviewed and approved by the City's and Extenet's attorneys. If approved, this agreement will serve as the template for future agreements with other cellular service providers.

alternatives / other considerations

If no agreement is reached then approvals and disagreements will be handled under existing law which is still in some status of legal dispute. Ultimately any dispute between the city and a 5G provider would likely be settled through litigation.

fiscal impact

Extenet is proposing 20 node locations in the city has part of this deployment. At \$1,200 per pole, that would generate \$24,000 annually for the city, however only \$270 per pole would be paid until legal proceedings regarding the FCC cap is settled. At \$270 per pole that equates to \$5,400 annually. In addition to the pole fee, Extenet will pay a monthly fee for electric energy usage based on a formula for the kWh utilized. This equates to \$75 to over \$200 a month per pole depending upon the node configuration.

ATTACHMENTS:

[ExteNet - Model Pole Attachment Agreement Clean - 2-1-21 - Complete with Exhibits.pdf](#)

ATTACHMENTS:

[Extenet Proposed Locations and Designs 2-10-21.pdf](#)

POLE ATTACHMENT AGREEMENT

Between

**City of Winter Park, acting as the Winter Park
Electric Utility Department**

and

ExteNet Systems, Inc.

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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT ("Agreement") is made as of this _____ day of _____, 2020, by and between the City of Winter Park, a Florida municipal corporation, acting as the Winter Park Electric Utility Department, a Florida municipal electric utility ("Pole Owner" or "City") and ExteNet Systems, Inc., a Delaware corporation ("Licensee", which term shall include its wholly-owned subsidiaries).

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. PURPOSE AND CONSTRUCTION OF AGREEMENT.

1.0 Licensee desires to locate certain of its Attachments on electrical distribution poles and streetlight poles that are owned by Pole Owner either wholly or jointly with others within Pole Owner's electric service territory.

1.1 Pole Owner owns, either wholly or jointly with others, valuable streetlight poles and other and associated infrastructure that City acquired, constructed and maintains at considerable cost and expense. The parties agree that it would serve their mutual economic and other interests of Licensee, under the conditions set forth herein and to the extent it may lawfully do so, to attach its Attachments to certain of Pole Owner's Poles upon Licensee's compliance with the provisions of this Agreement. Pole Owner will permit the placement of Licensee's Attachments to certain of such street light poles, provided (a) Pole Owner receives appropriate compensation as set forth in this Agreement; (b) such Attachment(s) does not materially, as determined by Pole Owner in its reasonable discretion, interfere with Pole Owner's own service and operating requirements, including considerations of safety, reliability, functionality, and engineering; and (c) Licensee complies with all other provisions of this Agreement. The permission to use Pole Owner's Poles being granted by Pole Owner to Licensee hereunder shall be subject and subordinate in all respects to Pole Owner's service and operating requirements.

1.2 This Agreement is not intended, and shall not be construed, to authorize any action by Licensee that would adversely affect the quality or reliability of the service provided by Pole Owner. Nor shall this Agreement be construed so as to preclude Pole Owner from taking any action that Pole Owner considers reasonably necessary or appropriate to maintain the safety, reliability, functionality or quality of such service or to ensure the safety of its employees, its customers, or the public.

1.3 Through this Agreement, Pole Owner intends to grant Licensee and Licensee intends to receive a non-exclusive license to use particular Pole

Owner Poles for Licensee's Attachment(s) only in the manner and solely for the purposes set forth herein. No leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. No use, however extended, of Pole Owner Poles under this Agreement shall create or vest in Licensee any ownership or property rights in Pole Owner Poles.

1.4 The laws of the State of Florida, all applicable federal statutes and regulations, the FCC Declaratory Ruling and Third Report and Order, other State and Federal challenges applicable to State and Federal laws and regulations and the Winter Park City Code (collectively the "Telecommunications Laws and "Regulations") , shall govern the construction of this Agreement, such that wherever possible this Agreement shall not be construed to conflict with the foregoing authorities, except that no Telecommunications Law or Regulation shall govern this agreement or limit either party to the extent that such Law or Regulation has been declared invalid by a court of competent jurisdiction.

2. DEFINITIONS.

2.0 "Antenna Attachment" means the antenna, coax, support masts, grounding or bonding wires, power supply, nuts, washers, through bolts, and other equipment related to such antenna, owned, controlled, and/or used by Licensee and/or its wireless carrier tenants or licensees to provide Licensee Service, that are attached to a Pole Owner pole pursuant to this Agreement.

2.1 "Attachment(s)" means an item of Licensee's equipment that is owned, controlled, and/or used by Licensee and/or its wireless carrier tenants or licensees in providing wireless telecommunications service and that is placed on a Pole Owner Pole pursuant to this Agreement. "Attachment(s)" collectively includes "Antenna Attachments" and all other equipment placed or proposed to be placed upon a Pole Owner Pole, including but not limited to support mast and mounts, fiber optic cable and cable equipment, amplifiers, conduits, coaxial cable, receivers, battery units, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, and all other equipment. Subject to the requirements in this Agreement, Licensee's Attachments may be made on the Pole only with the prior express written consent from the City in accordance with any applicable application process provided in this Agreement, the City Code, or otherwise.

2.2 "Cable" means a single cable or wire or fiber optic strand used by Licensee and/or its wireless carrier tenants or licensees to provide Licensee Service and any hardware or equipment thereto, owned, controlled, and/or used by Licensee and/or its wireless carrier tenants or licensees and attached to Pole Owner Poles pursuant to this Agreement. A Cable is "placed on" or "attached to" a Pole Owner Pole if any portion of the Cable is physically located on the Pole Owner Pole; provided, however the Cable must be located inside the Pole or if allowed by the City the entire length of the Cable must be

attached to the exterior of the Pole within a covering or conduit approved in writing by the City. Licensee shall provide a detailed description of Licensee's Cable in its Application.

2.3 "Cost(s)" means Pole Owner's fully-allocated costs, including without limitation all direct costs for labor, time, services, material, contractors and related engineering and administrative expense, as determined by Pole Owner in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.

2.4 "Customer Work Agreement" means the invoice for billing Costs associated with the Marked-Up Application for engineering and construction of the Pole Attachment Application

2.5 "Effective Date" means the date that this Agreement is fully executed by both parties hereto.

2.6 "Environmental Laws" means all federal and state statutes and local ordinances, and all regulations or ordinances of any applicable federal, state, city, county or local regulatory agency, relating to the protection of the environment and/or health and safety issues related to environmental pollution including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, all statutes, rules and regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

2.7 "FCC Declaratory Ruling and Third Report and Order" or "Order," means that certain Declaratory Ruling and Third Report and Order adopted by the Federal Communications Commission September 26, 2018.

2.8 "Hazardous Materials" means any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Laws including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

2.9 "Licensee Service" means the wireless telecommunications services provided or intended to be provided by Licensee using one or more Pole Owner Poles.

2.10 "Make Ready" is the replacements, changes and rearrangements, if any, to the facilities, equipment or plant of Pole Owner and the facilities of other users and all related engineering and administrative work necessary to accommodate the attachment of Licensee's Attachments to Pole Owner Poles, or its proposed Modifications to Licensee's Attachments.

2.11 "Marked-Up Application" means Licensee's Application as

reviewed and marked up or modified by Pole Owner to identify any Make Ready or installation work, and any special conditions governing attachment, placement, Modification or removal of any Attachment on or from Pole Owner Poles.

2.12 "Modification(s)", or "Modify" means any change or alteration affecting the Attachment, including without limitation any change in the number, type, ownership or use of the Attachment, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.

2.13 "Permit" means the document issued by Pole Owner when an Application is granted, providing permission to Licensee for the attachment, placement, Modification, or removal on or from Pole Owner Poles of the specific Attachment identified in the Marked-Up Application. The form of Permit shall be prescribed by Pole Owner and incorporated into Pole Owner's Standards and Specifications.

2.14 "Pole Attachment Application" (herein "Application") means the form documents, and information submitted by Licensee to obtain permission from Pole Owner for Attachments or for the attachment, placement, Modification or removal of any of Licensee's Attachment(s) on or from Pole Owner Poles. The form of Application and information required shall be prescribed by Pole Owner and is incorporated into Pole Owner's Standards and Specifications.

2.15 "Pole Owner Pole" or "Pole" means a streetlight pole, including but not limited to support mast and mounts, that Pole Owner owns solely or jointly with others.

2.16 "PUC" shall mean the FLORIDA PUBLIC UTILITIES COMMISSION OR EQUIVALENT.

2.17 "Standards and Specifications" means all standards, practices, procedures, rules, regulations, ordinances, and other requirements adopted or required by Pole Owner and applicable to the construction, installation, modification, repair, maintenance, use, operation, relocation or removal of any Attachment, as such requirements may be revised, modified, restated, supplemented or updated by Pole Owner from time to time and the National Electric Safety Code (NESC)."

3. TERM OF AGREEMENT.

3.0 This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of five (5) years following the Effective Date (the "Initial Term"), unless terminated sooner in accordance with this Agreement. The Agreement will automatically renew on the same terms and

conditions set forth herein for four (4) successive five (5) year renewal periods (each such five-year period referred to as a "Renewal Term"), except that the Annual Fees for each Attachment will be adjusted annually in accordance with Section 11.1.2 below. The Agreement will be subject to termination by Licensee or Pole Owner upon the giving of written notice to the other party at least sixty (60) days prior to the end of the Initial Term, or thereafter sixty (60) days prior to the last day of the then current Renewal Term, unless the Agreement is otherwise terminated in accordance with this Agreement.

4. AUTHORITY FOR ATTACHMENTS AND MODIFICATIONS.

4.0 No Attachment shall be placed upon any Pole Owner Poles or Modified until (a) an Application has been submitted by Licensee, reviewed, marked-up and approved by Pole Owner, and accepted in marked-up form by Licensee, and a Permit has been issued by Pole Owner, all in accordance with Articles 5.0, 6.0, 7.0 and 8.0 of this Agreement, and (b) Licensee has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and third parties in connection therewith, including, if required, a permit from the joint owner of any jointly owned Pole Owner Poles.

4.1 Pole Owner may accept or reject an Application for a specific Pole or Poles in its sole reasonable discretion based on capacity, safety, reliability, aesthetic considerations, in accordance with the equipment specifications incorporated in Exhibit B, generally applicable engineering purposes reasons, and/or based on other requirements under the City Code and applicable laws, and may condition any such approval upon a specific size, location and manner of installation of the Attachment. Only as an example and not in any way as a limitation, Pole Owner may withhold its consent to a particular Pole Owner Pole or to a particular size, location or manner of installation if Pole Owner determines in Pole Owner's reasonable discretion that (i) Licensee's use of a proposed Pole Owner Pole is unsuitable or incompatible with Pole Owner's use or proposed use of the Pole Owner Pole or other property of Pole Owner, (ii) a site or Pole Owner Pole has insufficient capacity or is otherwise unsuitable based upon safety, reliability, aesthetic considerations, or generally applicable engineering standards, (iii) the Attachment(s) jeopardizes the structural integrity of the Pole Owner Pole, or (iv) the Permit would violate any covenants and restrictions applicable to the Pole Owner Pole, other Pole Owner facilities, or the property on which it is located. Without limiting matters to which Licensee is subject, Licensee is subject to Pole Owner's right to use such Pole Owner Pole for its energy business and lighting purposes.

4.2 Licensee agrees to comply with any and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Attachments. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, any and all easements, licenses, consents, franchises, certifications, permits or other authorizations required from any property owner or governmental entity in connection with the installation, use

and operation of Licensee's Attachments on any Pole Owner Poles. Licensee shall be responsible for the cost of all such permits or approvals, whether such charges are imposed against Licensee or Pole Owner. Pole Owner may, at its sole discretion, request evidence that all such easements, licenses, consents, franchises, certifications, permits, approvals and authorizations have been obtained and are in full force and effect, and Licensee agrees to promptly provide the requested information.

4.3 Licensee shall not place any Attachment on Pole Owner Poles until all Permits have been issued, all necessary Make Ready work has been performed by Pole Owner or its agent, Licensee has paid all required fees and costs, and all other applicable requirements have been met.

4.4 Licensee shall install, maintain and remove all Attachments in accordance with Pole Owner's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications. Pole Owner will provide Licensee with a current copy of its Standards and Specifications at the time of execution of this Agreement. Subsequently, upon Pole Owner's receipt from Licensee of an Application for the Placement, Modification or removal of any of Licensee's Attachments on or from Pole Owner Poles, Pole Owner will provide Licensee with a copy of its then-current Standards and Specifications. In the event the Standards and Specifications do not address all the issues and requirements necessary to address the safe, efficient, aesthetic, and legally compliant installation, placement, modification, relocation, replacement, removal, or other work related to an Attachment or such Standards and Specifications then do not exist or are incomplete, the City and Licensee shall agree on what shall apply, failing which the City shall issue such Standards and Specifications within thirty (30) days of such impasse.

4.5 The permission given by Pole Owner to Licensee to use the Pole Owner Poles under this Agreement is non-exclusive and shall in no way limit Pole Owner's use of Pole Owner Poles for its own business operations, or the rights or privileges previously or subsequently given by Pole Owner to any third parties not party to this Agreement, to use any Pole Owner Poles, whether or not such Pole Owner Poles are at any time occupied by Licensee's Attachment(s).

4.6 In the event of any emergency or condition during or after installation that threatens persons or property, Pole Owner may, in its sole discretion, order Licensee to stop work and/or take other action as appropriate. Pole Owner will give such order and notice in such manner as is practicable under the circumstances. In the event that any Pole Owner Pole housing Licensee's Attachment(s), or any portion of such Pole Owner Pole or Attachment housed thereon, falls or otherwise becomes a hazard for any reason including but not limited to weather events or other emergencies, the City may in its discretion remove, repair, re-erect, or take other action to rectify any resulting hazard, the costs of which shall be reimbursed by Licensee

at its sole expense.

4.7 As an alternative to use of Pole Owner Poles, Pole Owner may in its discretion request that Licensee use of any other structure owned by Pole Owner within or outside the public right-of-way for installation of Licensee's Attachments, subject to terms and pricing to be negotiated by the parties. Licensee shall consider any such request in good faith, but shall not be required to take any action inconsistent with the law.

4.8 All Attachments shall conform to the equipment specifications described in Exhibit B to this Agreement, unless otherwise agreed by the parties.

5. APPLICATION FOR ATTACHMENTS AND MODIFICATIONS.

5.0 Licensee shall submit a written request and all associated and supporting documentation and completion of Pole Owner required forms and materials required by Pole Owner ("Application") to Pole Owner for each Attachment and the attachment of any and all other proposed Attachment(s) to Pole Owner Poles or for the Modification of any and all such Attachments and shall specify therein the kind of Attachment sought and the date proposed for such Attachment, a detailed description of the Attachments, the number of Attachments that are included, the proposed Modification, if any, to the Attachment, the proposed location of each Attachment to each Pole, and the location of the affected Pole Owner Poles. Each Application for an Attachment shall indicate the Global Positioning Satellite coordinates for the Pole to which Licensee wishes the Attachments attached.

Each Application shall be accompanied by Licensee's payment in the amount of \$500 for up to 5 Antenna Attachments in order to process the Application. Licensee shall pay an additional \$100 per each Antenna Attachment beyond the initial 5. For fiber-only attachment applications, Pole Owner shall charge the same non-discriminatory application fee it charges other wireline communication services applicants.

Each Application for an Attachment shall detail the technical specifics of Licensee's proposed Attachments, including but not limited to Licensee's engineering plans stamped by a professional Florida engineer and an analysis of the structural integrity of Pole Owner's Facilities in light of the Licensee's proposed Attachments thereon.

5.1 Licensee's submission of each Application to the City signifies Licensee's determination and representation to the City that the existing uses will not cause interference to Licensee's Attachments, provided such existing uses and Licensee's Attachments are properly and lawfully installed and operated. If Licensee's Attachments interfere with any lawful use existing prior to the execution of the Permit, or if Licensee's Attachments cause measurable

interference, as defined by the FCC or as otherwise determined by Pole Owner, to Pole Owner or any entity jointly owning Poles with Pole Owner, or to other lawful users of Pole Owner's property or distribution system with respect to those uses existing prior to the execution of the Permit, Licensee, at Licensee's expense, agrees to take all steps necessary to immediately correct and eliminate the interference. Notwithstanding any other provisions in this Agreement, if Licensee fails to correct and eliminate such interference within twenty-four (24) hours of notice thereof, Pole Owner shall have the option (but not the obligation) to require Licensee to cease all operations until such interference is corrected (failing which Pole Owner may correct or eliminate such interference at Licensee's expense) or eliminated and shall have the right (but not the obligation) to engage outside consultants, at Licensee's expense, to resolve interference issues. Following the installation of Licensee's Attachment(s), Licensee shall, at its own expense, if requested to do so by Pole Owner, prepare and conduct an evaluation of the potential for interference, whether upon Pole Owner's own behalf or as a result of concerns expressed to Pole Owner by a third party.

5.2 Licensee agrees that the uninterrupted operation of Pole Owner's Poles, facilities, and equipment, and the provision of electricity to its customers and lighting of rights of way are of paramount importance hereunder and, therefore, any mitigation of interference that may be caused to Licensee's Attachment(s) by Pole Owner's Facilities, existing or future, shall be solely Licensee's responsibility and accomplished solely at the expense of Licensee. Licensee shall eliminate such interference by adjustment to its Attachment(s) or by termination of the applicable Permit. Under no circumstances shall Pole Owner be required to interrupt, suspend or alter its uses of the Pole Owner's Facilities in order to accommodate the Licensee or its rights granted hereunder.

5.3 Unless otherwise agreed by Pole Owner and Licensee, each Application submitted by Licensee to Pole Owner for Attachments to Pole Owner Poles or the Modification of such Attachment(s) shall not exceed, in total, Attachments to more than 200 Pole Owner Poles.

5.4 Licensee shall have the right to accompany Pole Owner, or a Pole Owner designated contractor, on all pre-construction walks scheduled by Pole Owner to determine the nature and extent of required Make Ready work related to the proposed Attachment to Pole Owner Poles as set forth in the Application. Pole Owner shall provide Licensee with notice of any such pre-construction inspection. With respect to Modifications, Licensee shall also have the right to accompany Pole Owner on any field verifications scheduled by Pole Owner to determine the feasibility of the proposed Modification set forth in the Application and whether any Make Ready work related to the proposed Modification is required. Pole Owner shall provide Licensee with notice of any such field verifications. Licensee shall pay all Costs incurred by Pole Owner in conducting such pre-construction walks or conducting such field verifications.

5.5 Pole Owner will indicate on the Marked-Up Application or on

supplemental or associated documents the Make Ready work necessary to accommodate the proposed Attachment or the proposed Modifications and the Cost of such Make Ready work via Customer Work Agreement. Pole Owner will also specify on the Marked-Up Application or on supplemental or associated documents any special conditions that will govern the proposed Modifications or the placement of Licensee's Attachment(s) on Pole Owner Poles. The Marked-Up Application, or return of the Application due to incompleteness, or requested additional documentation or information will be provided to Licensee within thirty (30) days of submission.

5.6 If, after receiving the Customer Work Agreement and Marked-Up Application or Customer Work Agreement, Licensee still desires to have its Attachment(s) placed on Pole Owner Poles or to implement the proposed Modifications under the terms and conditions indicated on the Customer Work Agreement and Marked-Up Application, Licensee shall accept such terms and conditions by signing the Marked-Up Application and returning the same to Pole Owner within ten (10) business days after delivery by Pole Owner, together with payment in full of the Customer Work Agreement. Billing for applicable fees as set forth in Article 11.0 and Article 5.1 will be performed under a separate invoice and are in addition to the foregoing payments required in this Article 5.7.

5.7 Pole Owner will cause Make Ready work on Pole Owner's facilities, if any, identified in the Marked-Up Application to be scheduled and performed in accordance with this Article 5.0 and Article 7.0. Pole Owner will provide Licensee with a preliminary schedule for the work under each Application (which may not request or identify attachments to more than 50 Poles) as soon as reasonably practical. As to each Application, once a preliminary schedule has been provided to Licensee, Pole Owner will use its best efforts to provide Licensee with such updated schedules as may change from time to time. In no event will the period starting from Licensee's submission of a correct and complete Application to the completion of the Make-Ready exceed one hundred thirty (130) days, provided such period will be tolled during all periods for which the action lies with Licensee (e.g. payment of fees or acceptance of Marked-Up Application) and other delays by Licensee. Pole Owner will notify Licensee upon completion of such Make Ready work and issue a Permit authorizing the Attachment, Modification or removal of Licensee's Attachment(s) pursuant to the Marked-Up Application upon Licensee's submission of all required documents and payment and subject to the terms and conditions set forth therein.

5.8 Pole Owner's approval of an Application submitted by Licensee shall only constitute approval of the Attachment(s) specifically described in such Application. Licensee shall not make any Modification or install or allow any other party to install any additional Attachment(s) upon any Pole Owner Pole without obtaining express written approval from Pole Owner. Licensee expressly acknowledges that Pole Owner Poles may not be suitable for collocation of more than one Antenna Attachment, and Licensee shall not house

more than one Antenna Attachment on any Pole Owner Pole without express written approval by Pole Owner.

6. ATTACHMENT OF EQUIPMENT TO POLE OWNER POLES.

6.0 After completion of the Application process and issuance of the Permit and payment of all fees, Licensee may then attach its Attachment to the designated Pole Owner Poles or make any Modifications in accordance with (a) the terms and conditions of the Marked-Up Application, (b) Pole Owner's then-current Standards and Specifications, (c) the Permit requirements, and (d) all applicable laws, statutes, ordinances, rules and regulations imposed by any governmental entity with jurisdiction over the construction, operation, use, maintenance, repair, replacement or removal of the Attachment(s), Pole Owner Poles or other facilities thereon, including, but not limited to, the Occupational Safety and Health Administration Regulations ("OSHA"), as amended from time to time. Licensee will follow the procedures for a new Pole Owner energy delivery customer necessary to activate the Attachment(s) for use in their designated purpose. Licensee shall have the right to accompany Pole Owner on any post-construction inspections scheduled by Pole Owner to determine Licensee's compliance with the terms and conditions of this Agreement and the Marked-Up Application. Pole Owner shall provide Licensee with sufficient notice prior to any such post-construction inspection. Licensee shall pay when billed for all reasonable Costs incurred by Pole Owner in conducting any such post-construction inspections.

Licensee shall require a qualified and Florida licensed electrical contractor reasonably acceptable to Pole Owner, shall undertake the installation of any and all Attachments and related equipment on or connected to Pole Owner Poles in accordance with the plans and specifications as approved pursuant to the issuance of a Permit. Such installation shall be at Licensee's sole cost and expense.

6.1 All Attachments shall be clearly labeled at each pole location with Licensee's name and a telephone number where a representative of Licensee can be reached, twenty-four (24) hours a day, seven (7) days a week, to receive reports of problems with the Attachment(s). Licensee shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy such problems.

6.2 Placement of any of Licensee's Attachments at a new or different position than as approved in a Permit on any Pole Owner Pole shall, in each instance where such Attachment has not been specifically approved by a prior Permit, constitute a Modification requiring the submission of a new Application and issuance of a Permit, and shall be subject to immediate removal (absent Pole Owner's specific approval) by Licensee at Licensee's expense if Pole Owner so elects.

7. COST AND SCHEDULING OF MAKE READY.

7.0 Licensee agrees to pay in advance the Cost of all Make Ready, as such Cost is identified in the Customer Work Agreement. Upon receipt of such payment and the Customer Work Agreement and Marked-Up Application as accepted by Licensee, Pole Owner will cause the Make Ready work to be performed in accordance with a schedule that avoids conflict or interference with Pole Owner's prior work commitments and regular business operations. The Make Ready work will be performed as soon as is reasonably practical consistent with the preliminary schedule and any updated schedule(s) provided to Licensee in accordance with Article 5.8, above.

7.1 Licensee may request in writing that all or part of the Make Ready work be performed on a schedule different than that which otherwise would be implemented by Pole Owner pursuant to Articles 5.8 and 7.1. If Licensee makes such a request in writing, Pole Owner will meet with Licensee to determine if the requested schedule is feasible and will not interfere with Pole Owner's business operations and with its obligations to its own customers and to other licensees. If Pole Owner decides that it is feasible to undertake a different schedule for Make Ready work for Licensee than would otherwise result under Articles 5.8 and 7.1, based on Licensee's written request and Pole Owner's meeting with Licensee, Pole Owner and Licensee will negotiate a final schedule acceptable to both, which schedule must be confirmed in writing. Licensee agrees to pay Pole Owner all costs incurred in meeting the revised schedule for Make-Ready, including, but not limited to, those costs associated with overtime and with penalties which may be owed to the bargaining unit for work performed by contractors.

7.3 Licensee agrees to pay for engineering work performed by Pole Owner, which includes analysis, field survey or inspection of the proposed route of Licensee's Attachment(s) and all other equipment and facilities installed by Licensee. In addition, Licensee agrees to pay all Costs (to the extent not paid pursuant to Articles 7.1 or 7.2 above), when incurred and billed, for the preparation of engineering documentation or work orders and drawings, that may be necessary to accommodate Licensee's Attachment(s) and Pole Owner's schedule, whether occurring prior to the placement of any Attachment on Pole Owner Poles, or whether occurring subsequent to the placement of any Attachment on Pole Owner Poles in connection with the required post-construction inspections to determine whether Licensee's Attachment(s) has been attached properly and in accordance with the Application and all applicable Permits. Pole Owner shall provide Licensee with a written estimate for such additional work.

7.4 Licensee agrees to pay the costs incurred by Pole Owner to upgrade or replace Pole Owner Poles to which Licensee's Attachment(s) are attached if the upgrade or replacement is required due to or primarily by the addition or Modification of Licensee's Attachment(s), and to pay Licensee's proportionate share of the costs incurred by Pole Owner to upgrade or replace

Pole Owner Poles if the upgrades or replacements directly benefit Licensee and other attachers, if any, to such Pole Owner Poles and are made to meet Pole Owner service needs, are made at the request of Licensee or an additional attaching party or are made as a result of governmental order or regulation.

7.5 In connection therewith, upon the commencement of construction of Lessee's Installation, Pole Owner shall, at Lessee's sole cost and expense, provide Lessee with electrical service. As consideration for the electrical service, Lessee shall pay to Pole Owner on a monthly basis the minimum sum based on the formula attached as Exhibit C for each Antenna Attachment installed on a Pole Owner Pole, or some other amount as agreed by the parties. Should construction of Lessee's Installation commence on a day other than the first day of the month, the electrical service charges shall be prorated. Pole Owner shall notify Lessee in writing of any increase in electrical rates and provide evidence of said increase. Upon notification by Pole Owner, Lessee shall adjust the monthly electrical service charges paid to Pole Owner accordingly.

8. MAINTENANCE AND REPAIR.

8.0 Pole Owner will maintain the Pole Owner Poles and repair or replace Pole Owner Poles as necessary to fulfill its own service requirements and as required by law. Pole Owner is not required to maintain any Pole Owner Poles for a period longer than is necessitated by its own service requirements. In the event that Pole Owner determines that it will no longer maintain a Pole Owner Pole upon which any Attachment is attached, Pole Owner will send Licensee sixty (60) days written notice that it will no longer maintain the Pole Owner Pole. In such event, Pole Owner must offer Licensee alternative space on another Pole Owner Pole for the Attachment, provided that such alternative space and Pole Owner Pole is available and functionally equivalent to the original Pole and the installation upon such new Pole would meet all requirements of this Agreement.

8.1 Licensee shall, at its sole cost and expense, maintain its Attachments in good and safe condition and repair in accord with Pole Owner's Standards and Specifications and in compliance with all applicable law, statutes, ordinances, rules and regulations, as referenced in Article 6.1 herein. Further, Licensee shall at all times and at its sole cost maintain its Attachments in a clean and sightly condition, and shall ensure that any maintenance, repair, or replacement of any Attachment or component thereof does not substantially affect the aesthetic impact of the Attachment as originally approved by Pole Owner. Additionally, Licensee agrees to maintain its Attachments in such a manner so as not to endanger or interfere with the use of Pole Owner Poles by Pole Owner or others granted a right to attach to said Pole Owner Poles. Upon receipt of any notice from Pole Owner or any court or governmental entity that any Attachment of Licensee is interfering with or endangering any persons, equipment, property, use, or facilities of Pole Owner or any other party

including the general public, Licensee agrees that it will, at its sole cost and expense, immediately take all necessary steps to remedy such danger or interference. In the event Licensee fails to remedy such danger or interference within twenty-four (24) hours after notice thereof from Pole Owner or any court or governmental entity, Pole Owner may take all actions it deems necessary or appropriate to remedy such matter, including without limitation the removal from Pole Owner Poles of any Attachment(s) causing such danger or interference. In the event that any Pole Owner Pole housing Licensee's Attachment(s), or any portion of such Pole Owner Pole or Attachment thereto, falls or otherwise becomes an immediate hazard for any reason including but not limited to weather events or other emergencies, the City may in its discretion remove, repair, re-erect, or take other action to rectify any resulting hazard, without giving twenty-four (24) hours notice as provided in this paragraph. Pole Owner shall have no liability of any kind or nature whatsoever for any actions taken by Pole Owner to remedy such danger or interference and, unless such liability is caused by Pole Owner's gross negligence or willful misconduct, Licensee shall pay Pole Owner upon demand for all Costs of such activities.

A qualified and Florida licensed electrical contractor reasonably acceptable to Pole Owner will, at Licensee's sole cost and expense, perform all maintenance, repair and removal work on any of Licensee's Attachment(s) located within or above the so-called "neutral" space on Pole Owner Poles.

8.2 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on Pole Owner with respect to any agreement or arrangement Pole Owner has heretofore entered into or may enter into in the future with respect to any Pole Owner Poles. In no event will Pole Owner be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Attachments, unless caused by Pole Owner's gross negligence or intentional misconduct. Except for the Make-Ready work expressly described in the Marked-Up Application, Licensee hereby acknowledges and agrees that Pole Owner has not agreed to undertake any alterations or improvements to make the Pole Owner Poles suitable for Licensee's intended use and that Licensee hereby accepts use of the Pole Owner Poles in their AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION BY POLE OWNER AS TO THE SUITABILITY OF THE POLES FOR LICENSEE'S PURPOSES.

9. REMOVAL, REPLACEMENT OR RELOCATION.

9.0 In the event Licensee wishes to remove any of its Attachments from any Pole Owner Poles, Licensee shall so notify Pole Owner in writing and submit an Application describing the location, number and type of Attachments to be removed. Pole Owner will review and complete the Marked-Up Application and identify thereon any special conditions governing Licensee's removal of the subject Attachments. Upon Licensee's acceptance and return of the Customer Work Agreement and Marked-Up Application and compliance with

this Agreement, Pole Owner will issue a Permit authorizing such removal. No refund of any fees or charges previously paid to Pole Owner shall be made as a result of such removal. Licensee shall notify Pole Owner in writing within ten (10) days after the completion of such removal work, and no adjustment in future fees due and payable by Licensee hereunder pursuant to Article 11 shall be made until Pole Owner has received such notice of completion from Licensee and has had an opportunity to field verify the number of Pole Owner Poles from which Licensee's Attachments have been removed.

A qualified and Florida licensed electrical contractor reasonably acceptable to Pole Owner shall undertake the removal of any and all Attachments or related equipment on or connected to Pole Owner Poles located in, or above the so called "neutral space". Such removal shall be at Licensee's sole cost and expense.

9.1 In the event that notice is provided by a governmental body that Licensee's use of any Pole Owner Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by permit, license or other approval required from any governmental body, or in the event notice is provided by a property owner or joint owner of the Pole of such violation or unauthorized use, Pole Owner may elect, in its sole discretion by written notice to Licensee, to revoke any Permit given under this Agreement authorizing Licensee's use of said Pole Owner Pole, such revocation to be effective upon the sixtieth (60th) day following the date of such notice. In the event Pole Owner elects to revoke such Permit, Licensee shall remove the subject Attachment, at Licensee's sole cost and expense, within sixty (60) days from the date of Pole Owner's revocation notice. If, however, the governmental entity, property owner or joint owner of the Pole providing notice of such violation or unauthorized use requires removal within less than the sixty (60) day time frame, then Licensee shall perform such removal within the time frame set or required by said entity. In the event Licensee fails to perform any such removal, Pole Owner may, in its sole discretion, and at the sole cost and expense of Licensee, perform such removal without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries. However, upon written request from the Licensee, Pole Owner shall permit the Licensee to continue to maintain its Attachment on such Pole or Poles until the Licensee exhausts its legal remedies with respect to the governmental determination, or the claim of the property owner or joint owner of the Pole, provided the Licensee: (i) promptly and diligently prosecutes such legal remedies or defends against the actions of the governmental or private agency, the property owner, or the joint owner of the Pole and seeks such stays, injunctions and protective orders as may be warranted; (ii) provides adequate protection, in the judgment of Pole Owner, to protect Pole Owner, other owners and other Licensees from loss due to the determination; and (iii) promptly removes its Attachment in the event the Licensee's action or defense is dismissed, decided or compromised unfavorably to Licensee, the stay or injunction is denied, or the protection of the stay or injunction becomes

inadequate.

9.2 In the event of any emergency that threatens persons or property, Pole Owner may, in its sole discretion, without prior notice, remove any of Licensee's Attachments. Such removal shall be at Licensee's sole cost and expense, unless the removal was the result of gross negligence or willful misconduct by Pole Owner. Pole Owner will give notice subsequent to Pole Owner's removal of Attachment(s) as soon as practicable under the circumstances.

9.3 In non-emergency situations, if Pole Owner determines that its electric service or operating requirements, or considerations of safety, reliability, and engineering, require the removal, relocation, or replacement of any of Licensee's Attachments, Licensee shall, at its sole cost and expense, effect such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from Pole Owner. If Licensee fails to perform such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from Pole Owner, Licensee shall pay for any expenses Pole Owner incurs as a result of a return trip made necessary by Licensee's failure to perform the required removal, relocation, or replacement within the sixty (60) day period. Also, if Licensee fails to perform such removal, relocation or replacement within said sixty (60) day period, Pole Owner may, in its reasonable discretion, and at the sole cost and expense of Licensee, perform such removal, relocation or replacement without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries, unless caused by Pole Owner's gross negligence or willful misconduct. Licensee also may request that it transfer any of its Attachments to any available substitute Pole Owner Pole, at Licensee's sole cost and expense, which request may be approved or denied by Pole Owner in its reasonable discretion.

9.4 As provided in Article 14.4, Licensee shall completely remove its Attachments from Pole Owner's Poles no more than sixty (60) days after the termination of the Agreement, unless the parties have executed a new agreement covering the Pole Owner Poles hereto. As also provided in Article 14.4, if Licensee fails to remove its Attachments within the required time, Pole Owner may remove Licensee's Attachments, at Licensee's expense, from Pole Owner's Poles and without any liability to Pole Owner unless such liability is caused by Pole Owner's gross negligence or willful misconduct.

9.5 In the event that any of Licensee's Attachments are removed from a Pole Owner Pole by either Licensee or Pole Owner, Licensee shall be solely responsible for all costs of restoring such Pole Owner Pole to a condition at least equivalent to its condition prior to installation of the Attachment(s). Pole Owner, at its option, after Licensee's Attachments are removed, may require Licensee to replace a stealth streetlight pole with a regular streetlight pole that fits the existing streetscape, or it may keep existing stealth streetlight pole for other future users.

10. POLE OWNER FACILITIES.

10.0 Licensee covenants and agrees that Licensee and Licensee's agents, contractors, employees, invitees, customers and others will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of Pole Owner's facilities other than the Pole Owner Pole as allowed by Permit, without the express written consent of Pole Owner, which consent Pole Owner may withhold in its sole and absolute discretion. Licensee covenants and agrees that Pole Owner shall not be held responsible for, and Pole Owner is hereby expressly relieved from all liability by reason of injury (including death) or damage of any nature whatsoever to Licensee, or to its agents, contractors, employees, invitees, customers and others who are on the Pole Owner Poles under, through or by the authority of Licensee, or to property in, upon or about the Pole Owner Poles, except if such liability results from the willful misconduct of Pole Owner. In the event of a casualty or loss which results in the damage or destruction of Pole Owner's facilities to which Licensee's Attachments are attached or located, Pole Owner shall have no obligation hereunder to rebuild or restore the Pole Owner's facilities; provided that in the event the Pole Owner elects not to rebuild or restore Pole Owner's facilities, the Permit in question shall immediately terminate. In such event, Pole Owner will work in good faith to allow Licensee to place Attachments on a reasonable alternative Pole if available.

10.1 Pole Owner reserves the right to make periodic inspections of any and all Attachments of Licensee located on Pole Owner Poles, or any portion thereof, as often as conditions warrant as determined by Pole Owner in its sole discretion. If Pole Owner determines that corrections or changes need to be made in order to meet the National Electric Safety Code or Pole Owner's service or operating requirements, including, but not limited to considerations of economy, safety, and/or aesthetics, Licensee agrees that it will cause such corrections or changes to be made at its own expense, in a timely manner.

11. COMPENSATION

11.0 Licensee agrees to pay Pole Owner all fees and charges set forth in this Article within thirty (30) days from the date of receipt of invoices from Pole Owner.

11.1.1 The base annual fee for each Attachment shall be Two Hundred Seventy and 00/100 Dollars (\$270.00) per year for each Antenna Attachment for which Licensee has been issued a permit to attach to or place on any Pole Owner Pole. Pole Owner may at any time increase the annual fee for Antenna Attachments provided that such increased fee is non-discriminatory and is based upon a reasonable approximation of costs incurred by Pole Owner, as determined by Pole Owner, related to its administration, inspection, and other matters

related to Attachments under this Agreement. Pole Owner shall provide a cost study to Licensee to support the annual fee increase, unless the increase is 3% or less. Above annual fees shall be paid in the year that Pole Owner grants a permit for the placement of such Antenna Attachment and annually thereafter when billed by Pole Owner.

11.1.2 Market Value. As of the Effective Date, Pole Owner asserts that the fee caps provided under the FCC's Declaratory Ruling and Third Report and Order (the "Order") and other relevant federal laws and regulations do not apply to Pole Owner as a result of the statutory exception for utilities owned by government entities under Section 47 U.S.C. 224. Therefore, Pole Owner asserts that it is legally authorized to charge fees for use of its poles and rights-of-way based on market value, as opposed to the FCC's position in the Order that a government entity may only charge cost-based fees. The parties acknowledge that this matter and others are currently at issue in litigation challenging the Order in the United States Court of Appeals for the Ninth Circuit (the "Order Litigation"). The parties have determined that an annual fee of \$1,200.00, plus annual increases of 3% beyond the first year of the initial term of this Agreement, represent a reasonable market-based fee as of the Effective Date for each attachment to Pole Owner Poles (the "Market Value Amount"). During the pendency of the Order Litigation, Licensee agrees to place the difference between the annual fee provided for in Article 11.1.1 and the Market Value Amount for each Attachment into an escrow account with an entity mutually agreeable to the parties each time the annual fee is due. If at the conclusion of the Order Litigation, including any appeals, it has been determined that city may charge fees for pole attachments and/or use of the public rights-of-way based on market value or other factors such that the city is legally authorized to charge the "Market Value Amount," or if the FCC Order or any portion thereof prohibiting the charging of such amount is overturned, , then the escrow agent shall pay the escrowed amounts to Pole Owner and the annual fee for pole attachments shall be increased to the Market Value Amount, which Licensee shall pay. Otherwise, the annual fee shall remain as provided for in Article 11.1.1 and Pole Owner shall not be entitled to the escrowed amounts. In the event that Pole Owner becomes entitled to the escrowed amounts under this subparagraph, Licensee shall promptly take any and all actions needed for Pole Owner to receive the funds, including but not limited to submitting authorization to the escrow agent.

11.2 Charge for Unauthorized Attachment. The attachment of any Attachment to Pole Owner's Poles or the Modification of any such Attachment without the approval of Pole Owner pursuant to the terms of this Agreement shall be considered an unauthorized Attachment. Licensee shall pay Pole Owner for each unauthorized Attachment an amount equal to twice the annual fee that would have been charged for each item of such unauthorized Attachment under this Agreement for the year when the unauthorized Facility

is discovered, multiplied by the number of years that has passed since the commencement of this agreement (including the 3% annual increase). Such charge shall be paid by Licensee without prejudice to any of Pole Owner's other rights under this Agreement, including Pole Owner's right to remove such unauthorized Attachment under the circumstances described elsewhere in this Agreement.

11.3 Interest. Licensee agrees to pay interest at the rate of 1.5 percent (1.5%) per month or the highest rate allowed by law, whichever is less, on all monies to be paid under this Agreement from the date such monies are due up to the date paid.

11.4 Taxes. Licensee will be solely responsible for any real estate taxes or assessments levied on any of its Attachments.

12. LIABILITY AND INDEMNIFICATION

12.0 Notwithstanding any permission granted by Pole Owner pursuant to any Application, Marked-Up Application or Permit issued hereunder, Pole Owner retains the right to maintain, replace, relocate, remove, operate and modify Pole Owner Poles and to maintain, replace, relocate, remove, operate and modify its facilities in such manner as it deems necessary or appropriate to fulfill its own service requirements. Accordingly, Pole Owner shall not be liable to Licensee, any customer of Licensee, any affiliate of Licensee, or any other person or entity, for any interruption of service or for any interference with the operation of an Attachment arising in any way out of Pole Owner's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with Pole Owner's own business needs and requirements, unless such liability is caused by the gross negligence or willful misconduct of Pole Owner in its performance of such activities. Without limiting the generality of the foregoing, Pole Owner will not be liable for any noise, induced voltages, currents or other interference in Licensee's Attachments, unless caused by Pole Owner's gross negligence or willful misconduct.

12.1 Licensee agrees to defend and hold harmless Pole Owner, its elected and appointed officials, directors, officers, employees, agents, contractors, subcontractors, successors and assigns (the "Indemnitees") from and against any and all claims arising under Section 12.1 above and any and all third party claims, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys fees and costs (including at the trial and appellate levels), related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Attachments pursuant to this Agreement; provided, however, that Licensee shall have no obligation hereunder to indemnify any Indemnitees from the Indemnitees' own negligence or willful misconduct. The foregoing

indemnification shall include, but not be limited to, claims made under any worker's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors, and subcontractors). Licensee shall immediately notify Pole Owner of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested.

12.2 Licensee agrees to be liable for and promptly reimburse Pole Owner (except to the extent of Pole Owner's own negligence or intentional misconduct), any joint pole owner or any authorized Pole Owner Pole user for expenses incurred in repairing or replacing Pole Owner Poles or any facilities damaged or destroyed, if such damage or destruction is caused by or results from, in whole or in part, Licensee's actions or inactions.

12.3 At all times, Licensee shall conduct its operations and otherwise use or occupy Pole Owner Poles hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Materials to be introduced to or handled on or about Pole Owner Poles hereunder. Licensee hereby indemnifies and shall defend and hold harmless Pole Owner and all other Indemnitees from and against any suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs, reasonable attorney and consultant fees (including at the trial and appellate levels), remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any breach by Licensee of the environmental covenants set forth above; (b) any violation hereunder by Licensee, its employees, agents, or contractors of any Environmental Laws; or (c) the presence, release or threatened release of any Hazardous Materials at, on or about Pole Owner Poles hereunder caused by Licensee, its agents, employees, contractors, or any entity in privity with or providing a benefit to Licensee; provided, however, that Licensee shall have no obligation to so indemnify any Indemnitee from such Indemnitee's own negligence or willful misconduct. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

12.4 Neither party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits, business or service interruption.

12.5 Licensee's duties and obligations to indemnify and hold harmless Pole Owner and the other Indemnitees under this Article shall survive any termination and expiration of this Agreement.

13. INSURANCE AND BOND.

Insurance and bond requirements are outlined in Exhibit A of this document

14. DEFAULT, TERMINATION AND OTHER REMEDIES.

14.0 Breach of Representations or Warranties. Either party may terminate this Agreement upon the discovery of a breach by the other party of one or more of the representations or warranties set forth in Article 16 of this Agreement.

14.1 Other Breaches. Each Party agrees that the other Party may terminate this Agreement or an affected Permit upon the discovery of one or more of the breaches of this Agreement identified in this Article 14.2 subject to applicable cure periods.

14.1.1 Bankruptcy or Insolvency. Each Party shall be in breach of this Agreement if it fails to make a payment or is at risk of failing to make a payment because it (a) makes any general assignment for the benefit of creditors; (b) initiates or is the subject of a request to initiate a bankruptcy or insolvency proceeding under any provision of law, including the United States Bankruptcy Code; or (c) files or is the subject of a filing for the appointment of a receiver.

14.1.2 Failure Materially To Comply. Each Party shall be in breach of this Agreement if it fails materially to comply with any of the provisions of this Agreement to be performed or observed by such Party, and such breach continues without cure (a) for thirty (30) days after written notice from the non-breaching Party; or (b) if such default cannot reasonably be cured within thirty (30) days, then for such longer period so long as the breaching Party proceeds with diligence to cure within ninety (90) days after written notice.

14.1.3 Loss of Operating Authority. Either Party shall be in breach of this Agreement if at any time it loses its operating authority, whether as a result of action by any appropriate governmental entity, applicable law, or otherwise.

14.2 Rights And Remedies For Breach. In the event either Party shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, the non-breaching Party may terminate this Agreement. In the event Licensee shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, the Pole Owner may exercise any one or more of the following rights and remedies: (a) terminate this entire Agreement or terminate any Permit or Permits given pursuant to this Agreement; (b) take any and all corrective action it deems necessary or appropriate to cure such default and charge the cost thereof to Licensee, together with interest thereon at 1.5 percent (1.5%) per month, or the highest rate allowed by law, whichever is less.

14.3 Upon termination of any Permit, Licensee shall have sixty (60) days to remove its Attachments from the affected Pole Owner Poles, and upon termination of the entire Agreement, Licensee shall have sixty (60) days to

remove its Attachments from Pole Owner's Poles. Pole Owner shall have the right, upon notice to Licensee, to remove all of Licensee's Facilities and Power Supplies from the Pole Owner Poles to which the Permit applies or from all of Pole Owner's Poles where the entire Agreement has been terminated if Licensee fails to remove its Attachment(s) or related equipment within the specified and applicable time. Licensee shall pay Pole Owner for all Costs of such removal within ten (10) days after billing. Pole Owner shall deliver the Attachments to a location given by Licensee or designated by Pole Owner if location given by Licensee is determined by Pole Owner to be unreasonable, all without incurring any liability for the condition of the Attachments, or for any other loss, damage or casualty, of any kind or nature whatsoever, incurred or alleged to have been incurred by Licensee arising out of or resulting from the removal of the Attachments.

14.4 Duties and Obligations Remain. In the event that Licensee is in default or in breach under this Agreement and Pole Owner elects to terminate Permits granted under this Agreement or the Agreement, in whole or in part, or in the event of any termination or expiration of this Agreement, Licensee shall not be relieved of any of its duties or obligations under this Agreement, so long as any Attachment remains on any Pole Owner Pole, or any monies remain owing by Licensee to Pole Owner under this Agreement. Further, Sections 12.0, 18.10, and 18.12 of this Agreement survive expiration and termination of this Agreement.

15. ASSIGNMENT.

15.0 Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of Pole Owner, which consent is in Pole Owner's sole discretion except that Pole Owner's consent will not be unreasonably withheld where Licensee intends to assign its rights, privileges and obligations to an entity that would succeed to all or substantially all of Licensee's assets, whether by merger, sale, or otherwise, where Licensee establishes that the proposed assignee has the personnel, expertise and procedures to competently satisfy Licensee's obligations under this Agreement, and either (a) demonstrates to Pole Owner that (i) the successor entity has a credit rating with any two of Standard & Poor's, Moody Financial Services or Fitch IBCA which is equal to or superior than the credit rating with such services that Licensee has at the time of such proposed assignment; or (ii) if the successor entity is not rated by any two of the foregoing credit rating services, then Licensee shall demonstrate to Pole Owner, in the commercially reasonable exercise of Pole Owner's judgment, that the successor entity has creditworthiness comparable to the creditworthiness of Licensee. Licensee agrees that Pole Owner may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 11 of this Agreement or of the Insurance and Bond requirements set forth in Article 13 of this Agreement. Licensee shall give Pole Owner not less than ninety (90) days' prior written notice of any proposed assignment or transfer.

15.1 The obligations of Licensee under this Agreement shall extend to and be binding upon any successors or assigns of Licensee. All right, title and interest of Pole Owner hereunder shall be binding upon and for the benefit of Pole Owner's successors and assigns.

15.2 Nothing herein shall be deemed to restrict or limit Pole Owner's right to assign all or any portion of its right, title or interest in this Agreement.

15.3 Pole Owner and Licensee acknowledge that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Licensee's Attachment(s) (the "Collateral") with third party financing entities. In connection therewith, Pole Owner (i) consents to the installation of the Collateral consistent with the other terms of this Agreement and provided the requirements for installation under this Agreement are met; and (ii) disclaims any interest in the Collateral, as fixtures or otherwise. Pole Owner and Licensee agree that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed or modified at any time consistent with the other terms of this Agreement without Licensee's recourse to legal proceedings. No financing arrangement, instrument, or agreement between Licensee and a third party shall alter or depart from any of the terms of this Agreement, and this Agreement shall control in the event of any conflict. The Collateral shall not include any property owned by Pole Owner, including but not limited to Pole Owner Poles.

15.4 Sub-licensing. Without the Pole Owner's prior written consent, in Pole Owner's sole discretion, Licensee shall not sub-license or lease to any third party any of Licensee's Attachments or Licensee's interest under this Agreement. Any such action shall constitute a material breach of this Agreement. Notwithstanding the foregoing, the installation of Attachments for and use of internal space within Licensee's Attachments by third party wireless providers utilizing Licensee's Services is not subject to this Section 15.5.

16. REPRESENTATIONS AND WARRANTIES.

16.0 Power and Authority. Licensee represents and warrants that it is a corporation duly organized, validly existing and in good standing in its state of organization, and each party represents and warrants that (a) it is qualified to do business (if a foreign corporation) under the laws of the State of Florida, and (b) it has full power and authority to enter into this Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms.

16.1 Enforceability. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of such party and is enforceable against such party in accordance with its terms and conditions.

Each party further represents and warrants that it has independently reviewed this Agreement, including the charges set forth in Article 11, and concluded that this Agreement is just, reasonable, equitable, and compliant with the law.

17. FORCE MAJEURE.

17.0 Neither party shall be liable for any delay in performance or inability to perform any non-monetary obligations hereunder if such delay or inability is due to acts or omissions which are not voluntary by such party and beyond such party's reasonable control, including, but not limited to, acts or omissions of any governmental body, civil disturbance, acts of terrorism, war, fires, acts of nature, labor disputes, shortages of materials and equipment, or the acts or omissions of the other party.

18. MISCELLANEOUS.

18.0 Confidential Information. Only matters in, or provided pursuant to this Agreement that the law makes confidential or exempt from public records or disclosure shall be confidential or exempt.

18.1 Merger. All understandings, agreements, negotiations, and representations, oral and/or written, heretofore made by and between the parties hereto are superseded by this Agreement. This Agreement, and the exhibits attached hereto, alone fully and completely expresses the agreement between Pole Owner and Licensee with respect to the subject matter hereof.

18.3 Waiver of Terms or Conditions. The failure of Pole Owner or Licensee to enforce or insist on compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any right to seek enforcement of such terms or conditions. The acceptance of payment by Pole Owner of any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach, default or violation of the terms or conditions of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

18.4 Change of Law and Severability.

(a) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances otherwise shall be held to be invalid or unenforceable under applicable law by any court or governmental body having jurisdiction, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable any other provision of this Agreement, nor shall it affect the application of such clause, phrase, provision or portion hereof to any other person or circumstances. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on current State and Federal law and any

applicable rules and regulations promulgated thereunder by the Federal Communications Commission, the PUC, and/or any other agency with relevant jurisdiction, as of the Effective Date. In the event of any legislative amendment, or any legally binding legislative, regulatory, or judicial order, rule or regulation or other legal action that revises, amends, invalidates, or reverses any applicable law or regulation (collectively an "Amendment"), either Party may by providing written notice to the other Party requiring that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment. In the event that such new terms are not negotiated within ninety (90) days after such notice, either party may terminate this Agreement upon written notice to the other party, and Licensee shall remove all of its Attachments from Pole Owner's Poles and restore such Poles to a condition equal to or exceeding their condition before installation of such Attachments.

(b) The FCC issued its Declaratory Ruling and Third Report and Order (the "Order"), FCC 18-133, and it became effective on January 14, 2019. Both parties recognize the Order is currently enacted, but is on appeal in the United States Court of Appeals for the 9th Circuit. If, in a final adjudication not subject to further appeal or review, it is determined that a local government may impose market-based or other charges prohibited by the Order with respect to application fees and/or right of way occupancy for the installation of small wireless facilities, or if the FCC Order or relevant provisions governing such fee limitations are overturned, then the parties agree to adjust the relevant fees and rates to reflect the maximum amount allowable under the law.

18.5 Notice. Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a messenger service or private delivery service providing same or next day delivery, (b) sent by United States Certified Mail, return receipt requested, postage prepaid, and by United States First Class Mail, or (c) by facsimile copy and followed within 24 hours by an original copy deposited in the United States Mail, first class, postage prepaid, to the parties at the addresses set forth herein below. With respect to notification of completion of Make-Ready work (Article 5.6), notice of interference or endangerment (Article 9.2), notice of emergency action (Article 9.3), or such other notice requirements as Pole Owner and Licensee may agree from time to time to treat as follows, notice may first be made by telephone call or e-mail to the person or persons specified below, to be followed within a reasonable time by a confirmation notice in writing as directed above. The parties and the addresses set forth herein below may be changed by any party by giving notice to the other party in accordance with this Section 18.5 to the last person and address specified herein below:

If to Pole Owner,

City: **City of Winter Park**
Attention: City Manager
401 South Park Avenue
Winter Park, Florida 32789

Copy to: **City of Winter Park**
Attention: Director Electric Utility
401 South Park Avenue
Winter Park, Florida 32789

Copy to: **Fishback Dominick**
City Attorney – Winter Park
1947 Lee Road
Winter Park, FL 32789

If to Licensee,

ExteNet Systems, Inc.
ATTN: CFO
3030 Warrenville Rd
Suite 340
Lisle, IL 60532
(ph) 630-505-3800

With copies to "General Counsel" and "COO" at the same address.

All invoicing to Licensee may be made to the address above "ATTN: Accounts Payable" or electronically to: ap@util.extenetsystems.com

18.6 Agreement To Do All Things Necessary Or Appropriate. Both parties agree to do all things necessary or appropriate from time to time, including the execution and delivery of such ancillary documents and agreements as Pole Owner may reasonably require, to carry out the express terms and conditions of this Agreement and the intentions and understandings of the parties as described herein.

18.7 No Partnership Or Joint Venture Created. The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, Pole Owner and Licensee. Pole Owner and Licensee are each independent contractors and nothing contained in this Agreement shall be construed to constitute either party an agent of the other.

18.8 Revision Of Forms. The forms attached hereto are subject to revision by Pole Owner at any time and at its discretion.

18.9 Sovereign Immunity. Nothing contained in this Agreement and no

actions or inactions by the City or its officers, elected and appointed officials, agents and representatives shall be considered or deemed a waiver of the City's sovereign immunity or any other privilege, immunity, or defense available to the City or its officers, elected and appointed officials, agents, and representatives.

18.10 Consistency with telecommunications laws. Licensee hereby acknowledges that Florida's Advanced Wireless Infrastructure Deployment Act, codified at Section 337.401, Florida Statutes (the "Act"), does not apply to Pole Owner's Poles since Pole Owner is a "municipal electric utility" and is therefore exempt from certain requirements of the Act. To the extent not prohibited by law, Licensee expressly waives any claim arising under this Agreement or any Permit or Application issued under this Agreement related to any inconsistency or conflict with the Act or any City ordinance implementing the Act. Licensee further acknowledges that this Agreement is consistent with all applicable federal statutes, regulations, and FCC orders and rulings ("Federal Laws") in effect as of the Effective Date of this Agreement. To the extent not prohibited by law, Licensee expressly waives any claim arising under this Agreement or any Permit or Application issued under or pursuant to this Agreement related to any inconsistency or conflict with the Federal Laws.

18.11 Public Records. In accordance with Section 119.0701(2), Florida Statutes, Licensee shall:

- (a) Keep and maintain all records related to performance of services under this Agreement.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Licensee does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records related to the performance of services under this Agreement. If the Licensee transfers all public records to the City upon completion of the Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) **IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Winter Park City Clerk, 401 Park Ave. South, Winter Park, FL 32789; Email – cityclerk@cityofwinterpark.org; Telephone – (407) 599-3447.**

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

CITY OF WINTER PARK, FLORIDA
A municipal corporation

By: _____

Printed Name: Steve Leary

Title: Mayor

Date: _____

EXTENET SYSTEMS, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

INSURANCE REQUIREMENTS

(a) Required Coverage. Licensee shall provide and maintain, and shall require each subcontractor to provide and maintain, in effect so long as all or any portion of the Licensee's improvements shall remain on Pole Owner's property, minimum insurance coverage with carriers satisfactory to Pole Owner including:

1. Workers Compensation insurance with statutory limits, as required by the state in which the Work is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial general liability (CGL) insurance (with coverage consistent with ISO Form CG 00 01 12 04) with a limit of not less than one million dollars (\$1,000,000.00) per occurrence and aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent Licensees, personal injury/advertising injury, blanket contractual liability, and products/completed operations for not less than three (3) years from the date of this Agreement.

3. Automobile liability insurance coverage for owned, non-owned, and hired autos with a limit of not less than one million dollars (\$1,000,000.00) per accident.

4. Excess or Umbrella liability insurance coverage with a limit of not less than four million dollars (\$4,000,000.00) per occurrence and aggregate. These limits apply in excess of each of the above- mentioned policies.

The liability limits under 1, 2, 3 and 4 may be met with any combination of primary and Excess or Umbrella Insurance policy limits totaling \$5 million dollars (\$5,000,000).

Insurance coverage provided by Licensee and subcontractor under this Exhibit A shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000.00) unless approved in writing by Pole Owner; any endorsement limiting coverage available to Pole Owner which is otherwise required by this Exhibit A; and any policy or endorsement language that (1) negates coverage to Pole Owner for Pole Owner's own negligence, (2) limits the duty to defend Pole Owner under the policy, (3) permits the recovery of defense costs from any additional insured, or (4) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance

policies shall provide the following:

1. Be primary and non-contributory to any other insurance carried by Pole Owner;
2. Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
3. Provide for a waiver of all rights of subrogation which Licensee's insurance carrier might exercise against Pole Owner.

Any policies of insurance maintained by Licensee, its contractors, or subcontractors, shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by Pole Owner. Licensee may, in lieu of obtaining insurance policies from third parties, furnish the insurance required of it hereunder through a commercially reasonable self-insurance program, subject to the approval of Pole Owner (which approval shall not be unreasonably withheld, conditioned or delayed so long as the demonstrated claims paying ability and financial resources of such program equal or exceed those of insurance companies having Best's Ratings equal to that described above).

Additional Insured Endorsement.

All liability insurance policies shall name Pole Owner, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Pole Owner, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01, and shall maintain the required coverages, naming Pole Owner as an additional insured, for a period of not less than three (3) years from the date of this Agreement.

Evidence of Insurance.

Licensee shall provide evidence of the required insurance coverage using the myCOI program and file with Pole Owner a Certificate of Insurance acceptable to Pole Owner prior to commencement of the Work. The Insurance and the insurance policies required by this Exhibit A shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Pole Owner. Pole Owner shall assist Licensee to get access to the myCOI program.

Waiver of Subrogation.

Licensee shall waive all rights of subrogation against Pole Owner under

those policies procured in accordance with this Agreement.

Ratings.

All insurance coverage shall be provided by insurance companies acceptable to Pole Owner and having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the date of this Agreement).

Upon Licensee's failure to provide and maintain the required insurance, Pole Owner shall have the right, but not the obligation, to purchase the insurance or any part thereof, either with or without including Licensee as insured, and the cost of the insurance shall become due and payable and shall be collectable by the Pole Owner in the same manner as herein provided for the collection of other charges not paid by Licensee Bond or Letter of Credit. During the entire term of this Agreement, Licensee will maintain a surety bond or letter of credit to guarantee the payment of all the sums that may become due from Licensee to Pole Owner under the terms of this Agreement. At the time this Agreement becomes effective, Licensee agrees to furnish bonds or letters of credit to Pole Owner in the amount of \$20,000.00 for the initial 1 to 10 Micro cell Attachments to be made to Pole Owner Poles and \$15,000 for the initial 1 to 1000 Cable Attachments to be made to Pole Owner Poles. Licensee shall increase said bonds or letters of credit by \$20,000.00 for each additional group (or partial group) of 10 Micro cell Attachments in excess of the initial 10 Micro cell Attachments to be made to Pole Owner Poles and by \$15,000 for each additional group (or partial group) of 1000 Cable Attachments in excess of the initial 1000 Cable Attachments to be made to Pole Owner Poles. The required bond or letter of credit amounts shall at all times be equal to or in excess of the amounts determined as aforesaid for the number of Attachments covered by Permits hereunder. The bonds or letters of credit shall be in a form and with a surety acceptable to Pole Owner.

EXHIBIT B

EQUIPMENT SPECIFICATIONS & DESIGN GUIDELINES

The Parties will agree upon the ExteNet Equipment Specifications and pre-approved equipment designs per Sections 5 and 6 of this Pole Attachment Agreement. Construction Drawings depicting the specific pole and equipment design for each individual node will be submitted to the City Public Works Department through their Small Cell Permit Application process.

Pre-approved Equipment Specifications subject to modification with mutual agreement of the parties:

- 1) Western Utility custom designed decorative metal street light pole with acorn luminaire, fluted with base shroud and alternative pedestrian height acorn luminaire [Project Number 18-0142 / Drawing Number 18142-INST (3)]
- 2) Western Utility custom designed decorative metal street light pole with double pendant/luminaire, fluted with base cabinet [Project Number 2019-10188E / Drawing Number Double Pendant]
- 3) Amphenol canister antenna model 2C4U3MT360X06Fxs0 (outside dimensions: 24.0" H x 14.6" Diameter)
- 4) Ericsson Remote Radio Unit (PICO configuration within pole top shroud), model 4402 (outside dimensions: 7.8" H x 7.8" W x 4" D)
- 5) Ericsson Remote Radio Unit (PICO configuration within pole top shroud), model 2205 (outside dimensions: 7.9" H x 7.9" W x 4.7" D)
- 6) Ericsson Remote Radio Unit (MICRO configuration within ground or pole mount cabinet), model 4449 (outside dimensions: 17.9" H x 13.19" W x 9.44" D)
- 7) Ericsson Remote Radio Unit (MICRO configuration within ground or pole mount cabinet), model 8843 (outside dimensions: 14.9" H x 13.2" W x 10.9" D)
- 8) Ericsson Power Supply Unit (MICRO configuration within ground or pole mount cabinet), model PSU AC 01 (outside dimensions: 1.7" H x 5.8" W x 8.9" D)
- 9) Ericsson Power Supply Unit (MICRO configuration within ground or pole mount cabinet), model PSU AC 02 (outside dimensions: 2.7" H x 13.0" W x 7.1" D)
- 10) ConcealFab Pole Top Shroud with Radio Mounting (PICO configuration), model 90394 (16" D x 42" H)
- 11) Western Utility Double Trashcan Concealment Cabinet [Project STD, Drawing PR-201] (Dimensions: 3'-2 1/2" H x 4'-8" L x 2'-4" D)
- 12) Western Utility Single Trashcan Concealment Cabinet for Meter/Disconnect/Radio [Project STD, Drawing 2018-10391F-(APP 3)] (Dimensions: 3'-2 5/8" H x 2'-4 1/8" Diameter)

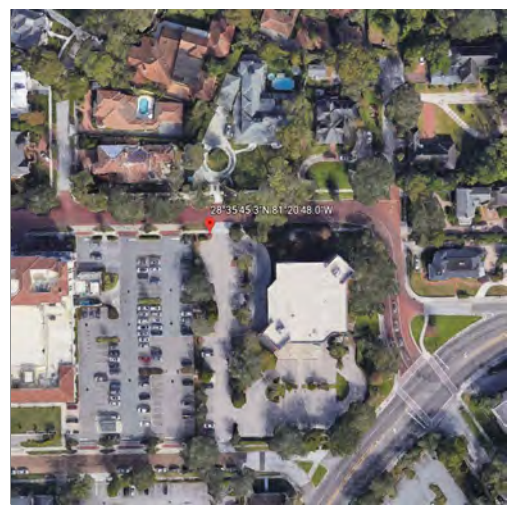
- 13) Charles Industries Concealment Shroud (MICRO pole mount configuration), model SHRD 60-401 (outside dimensions: 70" H x 20" W x 18" D)
- 14) Stealth-Raycap Disconnect Switch – model RSCAC-6533-P-120-D
- 15) Meter (based on rate formula, Exhibit C)



EXISTING



PROPOSED



LOCATION

CONSULTANT
WESTERN
UTILITY / TELECOM, INC.
5032 SALEM DALLAS HWY
SALEM, OR 97304
Ph: 503-587-0101 Fx: 503-316-1864
WesternUtilityTelecom.com

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CLIENT
extenet
SYSTEMS

PROJECT NUMBER
2019-10188E

26'-11" TALL 12- FLAT FLUT TAPERED
ANTENNA / ACORN LIGHT POLE W/
TRASH CAN CONCEALMENT

LOCATION
WINTER PARK
NODE 28
28.595915, -81.346664
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: BG
CHK BY: SG
DATE: 13MAY19

REV	DESCRIPTION	REVISIONS	DATE	DRW	CHK
A	TRASH CAN SWAPPED		22JUL19	BG	SG
B	ADDED 5G RADIOS		20JAN21	DV	SG
C	ADDED 2ND OPTION		21JAN21	DV	SG

ISSUED FOR
APPROVAL

SHEET TITLE
PHOTO SIMULATION

DRAWING NUMBER
2019-10188E-PSIM (NODE 28)
OPTION A

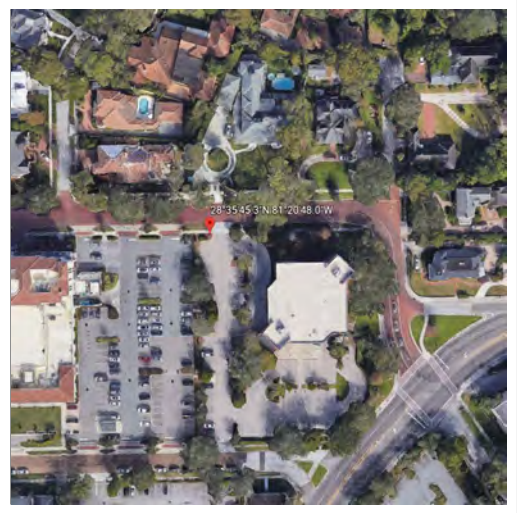
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LOCATION
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REV	DESCRIPTION	REVISIONS	DATE	DRW	CHK
A	TRASH CAN SWAPPED		22JUL19	BG	SG
B	ADDED 5G RADIOS		20JAN21	DV	SG
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ISSUED FOR
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PHOTO SIMULATION

DRAWING NUMBER
2019-10188E-PSIM (NODE 28)
OPTION B

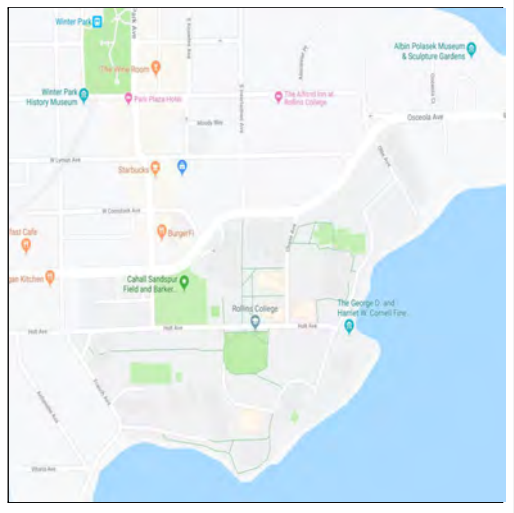
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CLIENT



PROJECT NUMBER

2019-10188E

PROJECT

DECORATIVE STREET LIGHT POLE

LOCATION

WINTER PARK 2

NODE 31

WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY CHK BY DATE

BS

DA

19SEP19

REVISIONS		DATE	DRW	CHK
REV	DESCRIPTION			
A	UPDATED RAD CTR	23SEP19	BS	SG
B	ADDED TRASH BIN AND NEW TOP MT	27FEB20	DV	SG
C	ADDED EQUIPMENT CABINET	11MAR20	DV	SG
D	UPDATED BACKGROUND	07DEC20	DVD	SAG
E	ADDED 5G RADIOS	20JAN21	DVD	SAG

ISSUED FOR

APPROVAL

SHEET TITLE

PHOTO SIMULATION

DRAWING NUMBER

2019-10188E-PSIM (NODE 31)

PAGE NUMBER

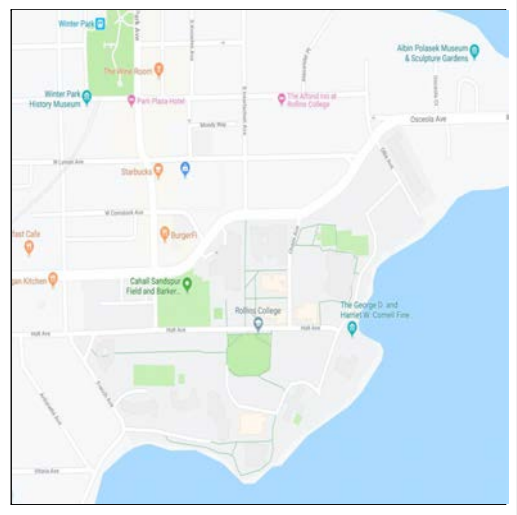
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CLIENT



PROJECT NUMBER

2019-10188E

PROJECT

DECORATIVE STREET LIGHT POLE

LOCATION

WINTER PARK 2

NODE 36

WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY CHK BY DATE

BS DA 19SEP19

REV	DESCRIPTION	REVISIONS		DATE	DRW	CHK
		DATE	BY			
A	REVISED PER CUSTOMER COMMENTS	21JAN21	DV	SG		

ISSUED FOR

APPROVAL

SHEET TITLE

PHOTO SIMULATION

DRAWING NUMBER

2019-10188E-PSIM (NODE 36)

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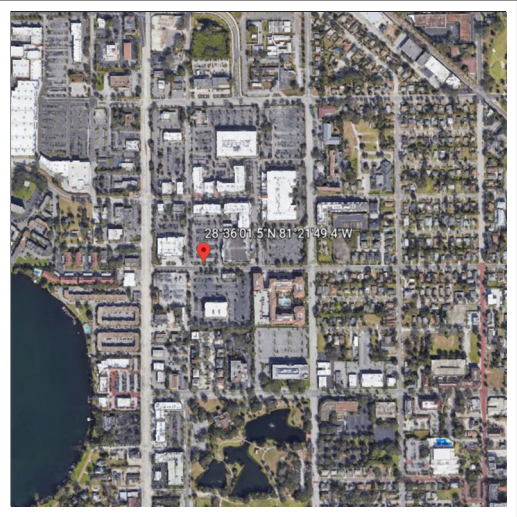
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PROJECT NUMBER
2019-10188E

26'-11" TALL 12- FLAT FLUTE TAPERED ANTENNA / ACORN LIGHT POLE W/ TRASH CAN CONCEALMENT

LOCATION
WINTER PARK
NODE 41
28.600428 - 81.363710
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: BG CHK BY: SG DATE: 13MAY19

REVISIONS		DATE	DRW	CHK
A	ANTENNA KIT SWAPPED OUT	11JUL19	BG	SG
B	TRASH CAN ADDED	22JUL19	BG	SG
C	ADDED 5G RADIOS	20JAN21	DV	SG
D	REMOVED TRASH CAN	21JAN21	DV	SG

ISSUED FOR
APPROVAL

SHEET TITLE
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PAGE NUMBER
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PROJECT NUMBER
2019-10188E

PROJECT
26'-11" TALL 12-FLAT FLUTE TAPERED ANTENNA / DBL PENDANT LIGHT POLE ON BASE CABINET

LOCATION
WINTER PARK
NODE 42
28.597702, -81.356692
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: BG
CHK BY: SG
DATE: 13MAY19

REVISIONS		DATE	DRW	CHK
A	POLE WAS W/ CANISTER ANTENNA	27FEB20	DV	SG
B	ADJUSTED HEIGHT OF SKY	02MAR20	DV	SG
C	ADDED EQUIPMENT CABINET	11MAR20	DV	SG
D	ADDED 5G RADIOS	20JAN21	DV	SG
E	REMOVE BASE CABINET	21JAN21	DV	SG

ISSUED FOR
APPROVAL

SHEET TITLE
PHOTO SIMULATION

DRAWING NUMBER
2019-10188E-PSIM (NODE 42)
OPTION A

PAGE NUMBER
PSIM-1

EXHIBIT C

MASTER METER FORMULA

Monthly electric energy charge reimbursement formulas for PICO and MICO 5G deployments on a per antenna basis:

MICO with 5G = 3,920 W

$3,920 \text{ W} * 24 \text{ hrs} * 30 \text{ days} = 2,522,400 \text{ Watts per month}$

$2,522,400 \text{ W} / 1000 \text{ W} = 2,822.4 \text{ kW}$

$2,822 \text{ kWh} \times \text{kWh rate for Winter Park Electric (GS-2) General Service Non-Demand 100\% Load Factor usage rate} = \$ \text{ Estimated Monthly electric charge}$

PICO with 5G = 1200 W

$1200 \text{ W} * 24 \text{ hrs} * 30 \text{ days} = 864,000 \text{ W per month}$

$864,000 \text{ W} / 1000 \text{ W} = 864 \text{ kW}$

$864 \text{ kWh} \times \text{kWh rate for Winter Park Electric (GS-2) General Service Non-Demand 100\% Load Factor usage rate} = \$ \text{ Estimated Monthly electric charge}$

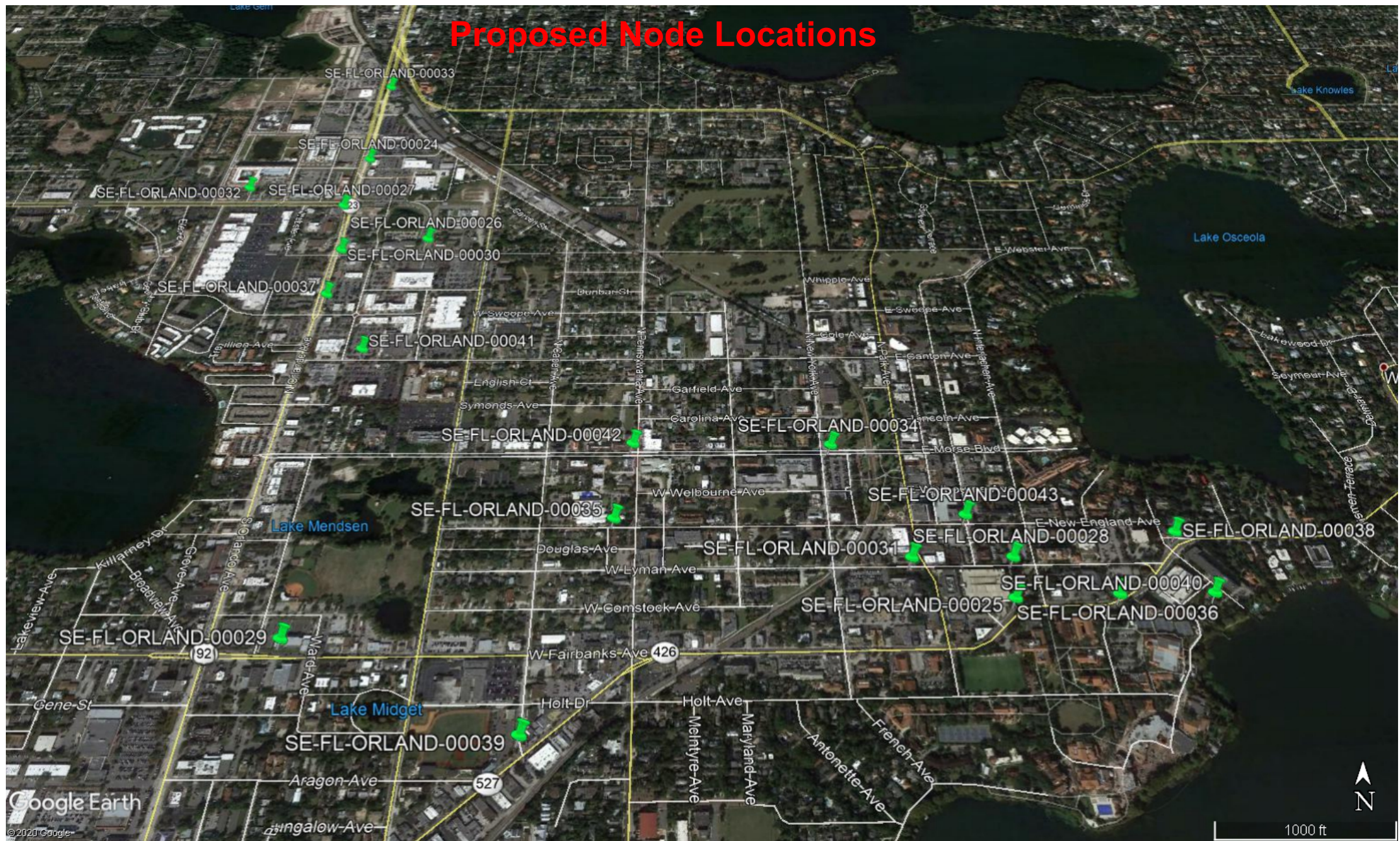
The Winter Park Electric General Service – Non-Demand 100% Load Factor usage rate will include the customer charges rate, the current non-fuel energy charge contained in the GS-2 rate as well as applicable fuel cost recovery charge, gross receipts charges, franchise fees, and utility taxes.

The following examples will serve as sample calculations based on the rates currently in place as of January 2021. Rates are subject to change at City discretion.

Rate Schedule GS-2 General Service - Non Demand 100 % Load Factor Usage	CM-G2-I-EL Commercial					
SECONDARY METERING VOLTAGE						
Effective Jan 1 2021 (FY21)						
ENTER kWh	864					
CUSTOMER CHARGE - Secondary Metering Voltage	7.45				SDV	
NON-FUEL ENERGY CHARGE						
Total kWh x cents per kWh	32.28	864	0.037360		EDCH	
FUEL COST RECOVERY FACTOR (TAXABLE)						
Total kWh x cents per kWh	6.04	864	0.006990		FCTC	
FUEL COST RECOVERY FACTOR (NON TAXABLE)						
Total kWh x cents per kWh	14.90	864	0.017240		FCNC	
SUB TOTAL OF ALL ABOVE CHARGES	60.66					
FRANCHISE FEE EQUIVALENT						
all charges above x 6%	3.64		0.06		FRFE	
SUB TOTAL OF ALL ABOVE CHARGES	64.30					
GROSS RECEIPTS TAX FACTOR						
all charges above x .025641	1.65		0.025641		GR + GRRA	
SUB TOTAL OF ALL ABOVE CHARGES	65.95					
REMOVE FUEL COST RECOVERY (NON TAXABLE)	(14.90)				Remove non taxable fuel charge (FCNC) to calculate utility tax	
SUB TOTAL OF ALL ABOVE CHGS MINUS FCRN	51.06					
ELECTRIC UTILITY TAX (Municipal Tax)						
10% x Sub Total (<i>minus FCRN</i>)	5.11		0.10		EU	
ADD BACK FUEL COST RECOVERY (NON TAXABLE)	14.90				Add back non taxable fuel charge (FCNC) to calculate remaining taxes	
SUB TOTAL OF ALL ABOVE CHARGES	71.06					
STATE SALES TAX						
all of the above charges x .06950 (6.95%)	4.94		0.0695		ST	
SUB TOTAL OF ALL ABOVE CHARGES	76.00					
Total of all above charges <i>MINUS</i> State Sales Tax	71.06					
STATE SALES TAX SURCHARGE						
.005 x <i>up to \$5,000 of charges before State Sales Tax (Max = \$25)</i>	0.36		0.005		S1	
TOTAL CHARGES	76.36					

Rate Schedule GS-2 General Service - Non Demand 100 % Load Factor Usage	CM-G2-I-EL Commercial					
SECONDARY METERING VOLTAGE						
Effective Jan 1 2021 (FY21)						
ENTER kWh	2,822					
CUSTOMER CHARGE - Secondary Metering Voltage	7.45			SDV		
NON-FUEL ENERGY CHARGE						
Total kWh x cents per kWh	105.43	2,822	0.037360	EDCH		
FUEL COST RECOVERY FACTOR (TAXABLE)						
Total kWh x cents per kWh	19.73	2,822	0.006990	FCTC		Fuel Cost Recovery
						0.006990
FUEL COST RECOVERY FACTOR (NON TAXABLE)						0.017240
Total kWh x cents per kWh	48.65	2,822	0.017240	FCNC		0.024230
SUB TOTAL OF ALL ABOVE CHARGES	181.26					
FRANCHISE FEE EQUIVALENT						
all charges above x 6%	10.88		0.06	FRFE		
SUB TOTAL OF ALL ABOVE CHARGES	192.13					
GROSS RECEIPTS TAX FACTOR						
all charges above x .025641	4.93		0.025641	GR + GRRR		
SUB TOTAL OF ALL ABOVE CHARGES	197.06					
REMOVE FUEL COST RECOVERY (NON TAXABLE)	(48.65)			Remove non taxable fuel charge (FCNC) to calculate utility tax		
SUB TOTAL OF ALL ABOVE CHGS MINUS FCRN	148.41					
ELECTRIC UTILITY TAX (Municipal Tax)						
10% x Sub Total (<i>minus FCRN</i>)	14.84		0.10	EU		
ADD BACK FUEL COST RECOVERY (NON TAXABLE)	48.65			Add back non taxable fuel charge (FCNC) to calculate remaining taxes		
SUB TOTAL OF ALL ABOVE CHARGES	211.90					
STATE SALES TAX						
all of the above charges x .06950 (6.95%)	14.73		0.0695	ST		
SUB TOTAL OF ALL ABOVE CHARGES	226.63					
Total of all above charges <i>MINUS</i> State Sales Tax	211.90					
STATE SALES TAX SURCHARGE						
.005 x <i>up to \$5,000 of charges before State Sales Tax (Max = \$25)</i>	1.06		0.005	S1		
TOTAL CHARGES	227.69					

Proposed Node Locations

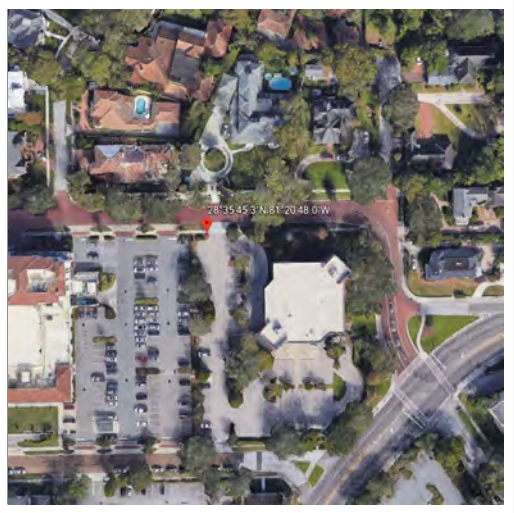




EXISTING



PROPOSED



LOCATION

CONSULTANT
WESTERN
UTILITY / TELECOM, INC.
5032 SALEM DALLAS HWY
SALEM, OR 97304
Ph: 503-587-0101 Fx: 503-316-1864
WesternUtilityTelecom.com

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CLIENT
extenet
SYSTEMS

PROJECT NUMBER
2019-10188E

26'-11" TALL 12- FLAT FLUT TAPERED
ANTENNA / ACORN LIGHT POLE W/
TRASH CAN CONCEALMENT

LOCATION
WINTER PARK
NODE 28
28.595915, -81.346664
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: BG
CHK BY: SG
DATE: 13MAY19

REV	DESCRIPTION	REVISIONS	DATE	DRW	CHK
A	TRASH CAN SWAPPED		22JUL19	BG	SG
B	ADDED 5G RADIOS		20JAN21	DV	SG
C	ADDED 2ND OPTION		21JAN21	DV	SG

ISSUED FOR
APPROVAL

SHEET TITLE
PHOTO SIMULATION

DRAWING NUMBER
2019-10188E-PSIM (NODE 28)
OPTION A

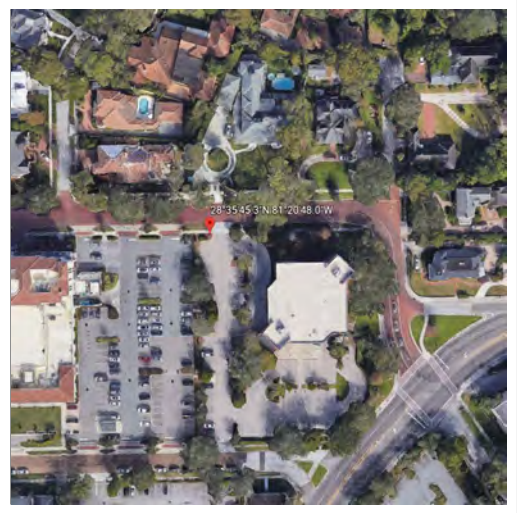
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PSIM-1



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CLIENT
extenet
SYSTEMS

PROJECT NUMBER
2019-10188E

26'-11" TALL 12- FLAT FLUT TAPERED
ANTENNA / ACORN LIGHT POLE W/
TRASH CAN CONCEALMENT

LOCATION
WINTER PARK
NODE 28
28.595915, -81.346664
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: BG
CHK BY: SG
DATE: 13MAY19

REV	DESCRIPTION	REVISIONS	DATE	DRW	CHK
A	TRASH CAN SWAPPED		22JUL19	BG	SG
B	ADDED 5G RADIOS		20JAN21	DV	SG
C	ADDED 2ND OPTION		21JAN21	DV	SG

ISSUED FOR
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PHOTO SIMULATION

DRAWING NUMBER
2019-10188E-PSIM (NODE 28)
OPTION B

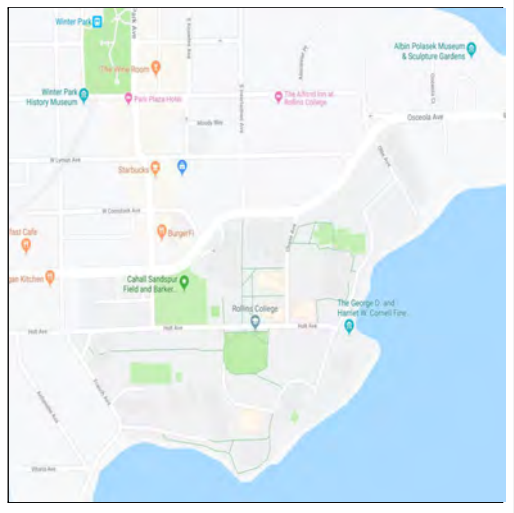
PAGE NUMBER
PSIM-2



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CLIENT



PROJECT NUMBER

2019-10188E

PROJECT

DECORATIVE STREET LIGHT POLE

LOCATION

WINTER PARK 2

NODE 31

WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY CHK BY DATE
BS DA 19SEP19

REVISIONS		DATE	DRW	CHK
A	UPDATED RAD CTR	23SEP19	BS	SG
B	ADDED TRASH BIN AND NEW TOP MT	27FEB20	DV	SG
C	ADDED EQUIPMENT CABINET	11MAR20	DV	SG
D	UPDATED BACKGROUND	07DEC20	DVD	SAG
E	ADDED 5G RADIOS	20JAN21	DVD	SAG

ISSUED FOR

APPROVAL

SHEET TITLE

PHOTO SIMULATION

DRAWING NUMBER

2019-10188E-PSIM (NODE 31)

PAGE NUMBER

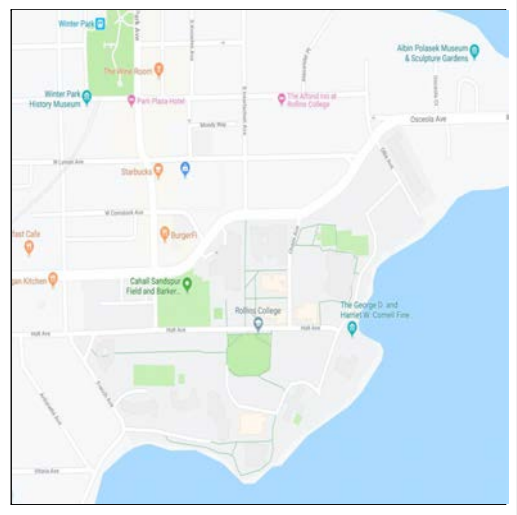
PSIM-1



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CLIENT



PROJECT NUMBER

2019-10188E

PROJECT

DECORATIVE STREET LIGHT POLE

LOCATION

WINTER PARK 2

NODE 36

WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY BS CHK BY DA DATE 19SEP19

REVISIONS		DATE	DRW	CHK
REV	DESCRIPTION			
A	REVISED PER CUSTOMER COMMENTS	21JAN21	DV	SG

ISSUED FOR

APPROVAL

SHEET TITLE

PHOTO SIMULATION

DRAWING NUMBER

2019-10188E-PSIM (NODE 36)

PAGE NUMBER

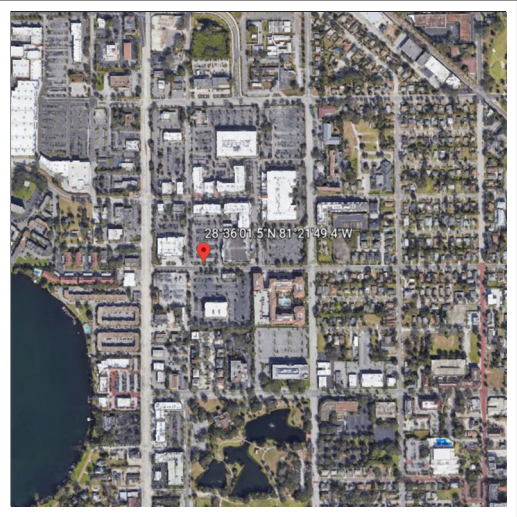
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PROJECT NUMBER
2019-10188E

26'-11" TALL 12- FLAT FLUTE TAPERED ANTENNA / ACORN LIGHT POLE W/ TRASH CAN CONCEALMENT

LOCATION
WINTER PARK
NODE 41
28.600428 - 81.363710
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: BG CHK BY: SG DATE: 13MAY19

REVISIONS		DATE	DRW	CHK
A	ANTENNA KIT SWAPPED OUT	11JUL19	BG	SG
B	TRASH CAN ADDED	22JUL19	BG	SG
C	ADDED 5G RADIOS	20JAN21	DV	SG
D	REMOVED TRASH CAN	21JAN21	DV	SG

ISSUED FOR
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SHEET TITLE
PHOTO SIMULATION

DRAWING NUMBER
2019-10188E-PSIM (NODE 41)

PAGE NUMBER
PSIM-1



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PROPOSED



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PROJECT NUMBER
2019-10188E

PROJECT
26'-11" TALL 12-FLAT FLUTE TAPERED ANTENNA / DBL PENDANT LIGHT POLE ON BASE CABINET

LOCATION
WINTER PARK
NODE 42
28.597702, -81.356692
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: BG
CHK BY: SG
DATE: 13MAY19

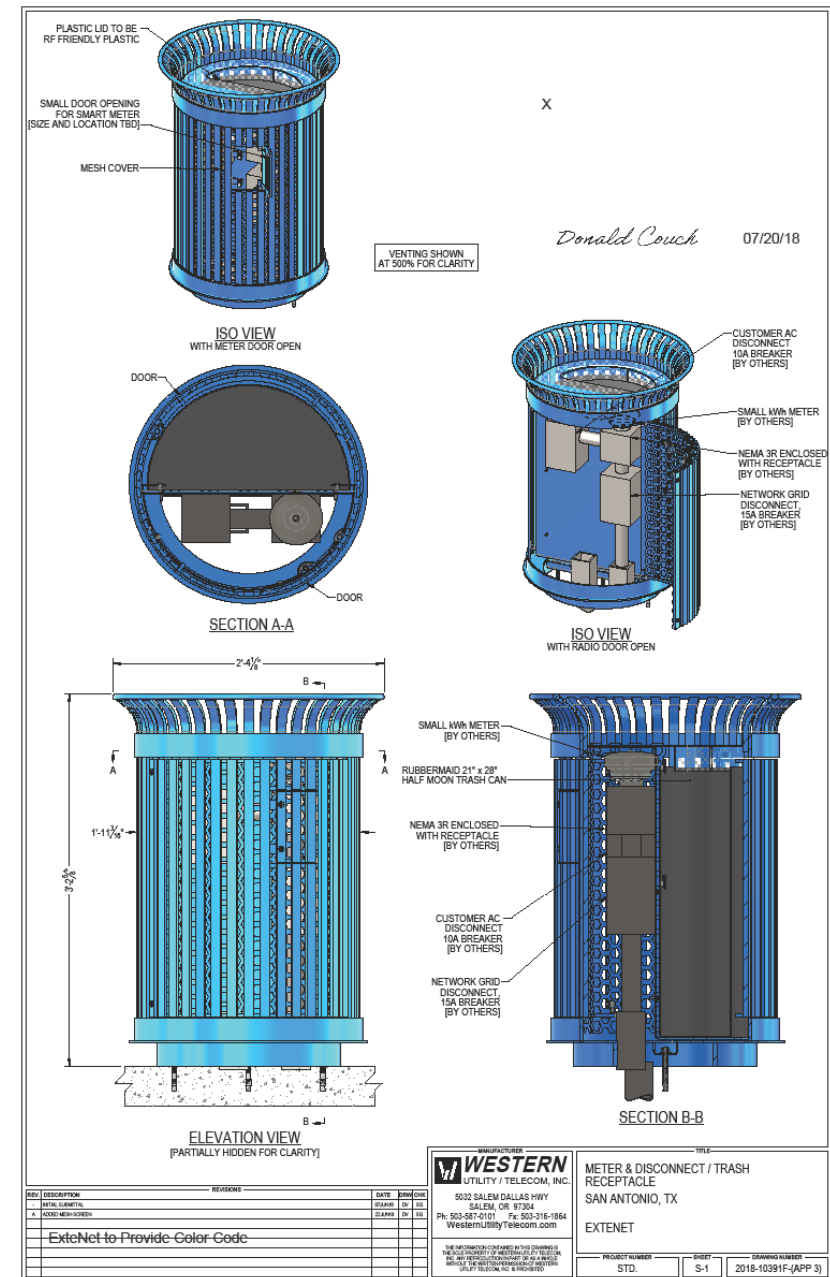
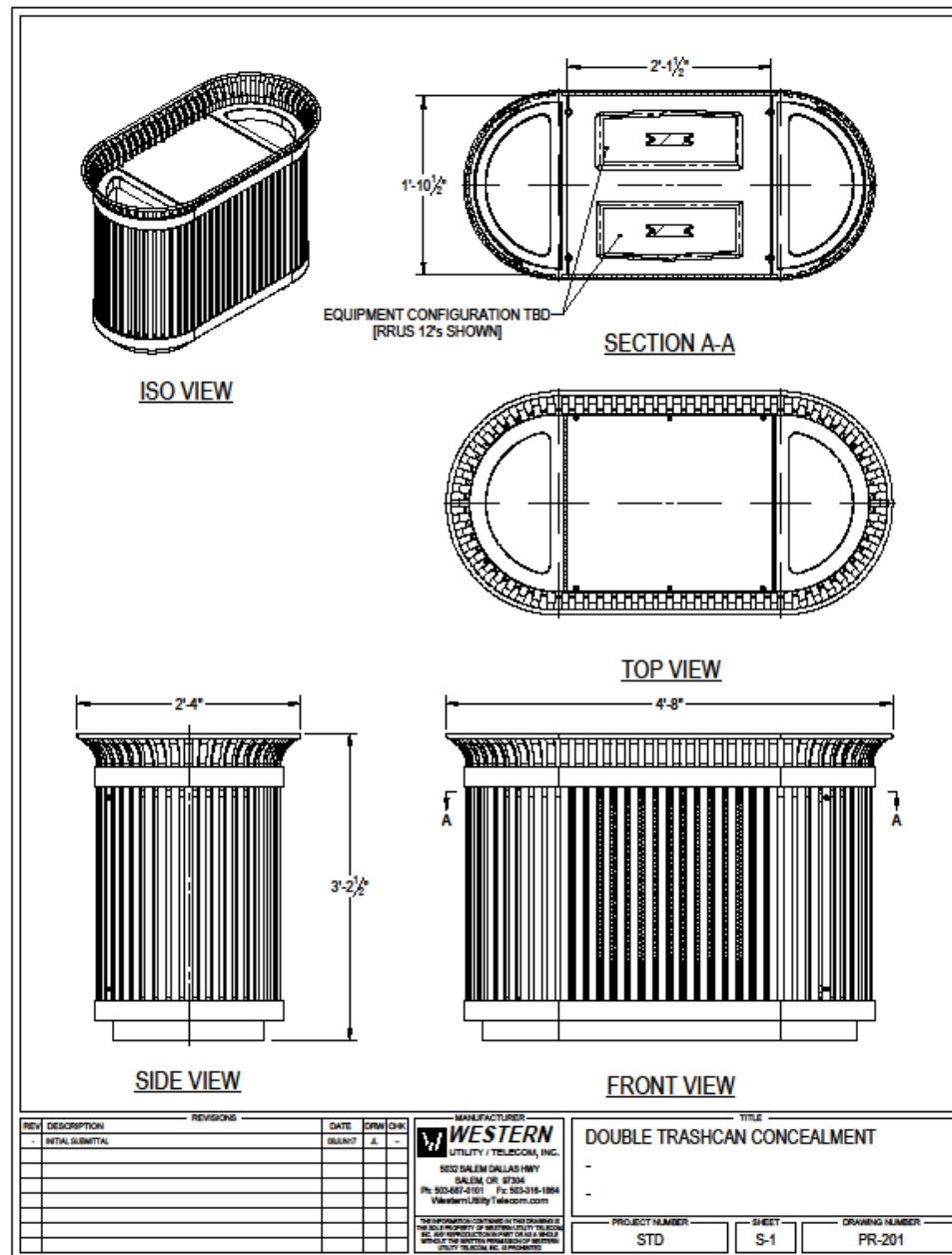
REVISIONS		DATE	DRW	CHK
REV	DESCRIPTION			
A	POLE WAS W/ CANISTER ANTENNA	27FEB20	DV	SG
B	ADJUSTED HEIGHT OF SKY	02MAR20	DV	SG
C	ADDED EQUIPMENT CABINET	11MAR20	DV	SG
D	ADDED 5G RADIOS	20JAN21	DV	SG
E	REMOVE BASE CABINET	21JAN21	DV	SG

ISSUED FOR
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SHEET TITLE
PHOTO SIMULATION

DRAWING NUMBER
2019-10188E-PSIM (NODE 42)
OPTION A

PAGE NUMBER
PSIM-1





EXISTING



PROPOSED

This design is not being utilized but shows an alternative shrouding technique that covers the three small radios at the base of the antenna. This was viewed as visually unwieldy.



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PROJECT NUMBER
20-0036

PROJECT
26'-11" TALL 12- FLAT FLUTE TAPERED ANTENNA / ACORN LIGHT POLE W/ TRASH CAN CONCEALMENT

LOCATION
WINTER PARK
NODE 25
28.594018, -81.349292
WINTER PARK, FL
ORANGE COUNTY

ENGINEER SEAL

DRW BY: DV
CHK BY: SG
DATE: 27FEB20

REVISIONS		DATE	DRW	CHK
A	ADJUSTED HEIGHT OF SKY	02MAR20	DV	SG
B	ADDED EQUIPMENT CABINET	11MAR20	DV	SG
C	UPDATED TOP SHROUD	01JAN21	DV	SG
D	REMOVED TRASHCAN AND CABINET	20JAN21	DV	SG

ISSUED FOR
APPROVAL

SHEET TITLE
PHOTO SIMULATION

DRAWING NUMBER
20036-PSIM (NODE 25)
OPTION B

PAGE NUMBER
PSIM-2



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date February 24, 2021
prepared by Randy Knight	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Investment in Public Infrastructure	

subject

Purchase Agreement for 901 W. Fairbanks Ave., Winter Park, FL 32789, and discussion of additional properties along Fairbanks Ave.

motion / recommendation

Approval of the property & business purchase for \$750k.

background

The City Commission has discussed the possibility of improving traffic flow on Denning Dr. and Fairbanks Ave., as well as the possibility of expanding MLK Park by investigating the potential of acquiring property along the north side of Fairbanks, from Denning to Ward Ave. Working with the brokerage agency, JLL, city staff has made a number of inquiries to property owners along the avenue to ascertain a willingness and price point for a sale. To-date, staff has received interest from two property owners, 901 W. Fairbanks Ave. (Imperial Dry Cleaners) located at the corner of Denning and Fairbanks, and the larger parcel at 929 W. Fairbanks Ave. where the Vines & Forks business is located. Staff is still in negotiations with the owner at 929 W. Fairbanks to see if there is the possibility of a mutual agreement to sell, while the corner property at Denning is willing to sell and the purchase agreement is attached to this agenda item.

Acquiring the corner piece at Denning and Fairbanks is crucial to any future road project that involves the rest of the properties. It also allows for further enhancement to southbound traffic on Denning Dr. by adding space for a right turn lane onto Fairbanks. This will relieve some of the vehicle stacking at the intersection by allowing approximately four vehicles to queue. If future properties are acquired over time, it will ultimately provide the space for an additional travel lane.

The following is a summary of the purchase agreement:

Purchase of \$750k. Includes a valuation of \$450k for the land, and \$300k for the business.

Earnest money of \$25k will be fully refundable up till the end of the Inspection Period. Inspection period of 90 days from date of execution of agreement by both parties. Closing will occur within 30 days of the expiration of the Inspection period.

As a side note to the purchase agreement, staff has prepared some sketches of what acquisition scenarios could look like along the north-east side of Fairbanks. One scenario assumes just the acquisition of 901 and 957 and the other assumes we are also able to acquire 919 W. Fairbanks. Both scenarios show the addition of the southbound Denning right-turn lane at the corner. The others show how the land purchases could add parking capacity and pedestrian and bicycle enhancements to the park. Note, parking is just one option for the portion of the property not used for a travel lane. It could also be utilized as active or passive park space.

Kimley-Horn ran a preliminary analysis for the addition of a 100' southbound right-turn lane at the intersection of Fairbanks Avenue & Denning Drive and presented the following findings. The addition of the southbound right-turn lane on Denning Drive would reduce the overall delay at the intersection by two seconds per vehicle. The delay for the overall southbound approach would be reduced by 20 seconds per vehicle (on average). Since the 50th percentile queue for the adjacent southbound through movement is 300 feet in length, the southbound right-turn lane would be blocked at least half of the time. Occasionally, a vehicle making the southbound right-turn lane has the potential to access the southbound right-turn lane and turn right on red and save themselves as much as two minutes.

alternatives / other considerations

Decline to acquire the property.

fiscal impact

At a price point of \$750k, the acquisition of the property located at 901 W. Fairbanks Ave., Winter Park, FL 32789, is not inexpensive. In Winter Park, recent sales have been closing in the range of \$3 million to \$4 million per acre. The purchase property is 6,814 SF, or .16 of an acre. Attributing the land value (\$450k) of the purchase agreement, values the property at \$2.9 million an acre or \$66 SF. The additional cost of acquiring the business was a condition of sale for the owner, which adds \$300k to the purchase price and an overall cost per acre valuation of \$4.8 million. As the City Attorneys have explained at the prior Commission Meeting, if a city chose to use eminent domain to acquire a property, it often has to pay a premium, valuing property at its highest and best use. Also, the law requires including the value of business damages in the acquisition when it comes to partial takings. While the city is not utilizing eminent domain in this case and is acquiring the entire site, staff is considering that an acquisition of this property would reasonably entail a premium. It should also be noted that the precedent for paying for a business was only reasonably considered as this is the corner lot and the lynchpin for further right-of-way enhancements.

The CRA had previously budgeted \$1 million to make enhancements to the Denning/Fairbanks intersection for the purpose of traffic and stormwater improvements. With CRA Agency approval, these funds can be utilized for that purpose.

ATTACHMENTS:

[Agreement for Sale and Purchase.pdf](#)

ATTACHMENTS:

[2021.02.03_Fairbanks & Denning_Conceptual Layout One.pdf](#)

ATTACHMENTS:

[2021.02.03_Fairbanks & Denning_Conceptual Layout Two.pdf](#)

ATTACHMENTS:

[901 Fairbanks site specific map.pdf](#)

ATTACHMENTS:

[957 W Fairbanks site specific map.pdf](#)

AGREEMENT FOR SALE AND PURCHASE

(901 W. Fairbanks)

(Property Appraiser Parcel # 01-22-29-4512-02-121)

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made and entered into as of the Effective Date of this Agreement (as hereinafter defined), by and between the CITY OF WINTER PARK, a Florida municipal corporation ("**Purchaser**"), and ALLEN L. MILLS, BEVERLY C. MILLS, JAMES KEITH MILLS, individually and as Trustee of the James Keith Mills Revocable Trust Agreement dated July 28, 2005, ROBERTA MILLS, individually and as Trustee of the Roberta Mills Revocable Trust Agreement dated July 28, 2005 and IMPERIAL LAUNDRY & DRYCLEANING, INC., a Florida dissolved corporation (collectively, the "**Seller**").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of the real property more particularly described on Exhibit "A" attached hereto including all and singular the rights and appurtenances pertaining to the Property including without limitation, any and all improvements and fixtures situated thereon, all air or air space rights, all subsurface rights, all riparian rights, title and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, studies, reports, plans and any and all similar development rights incident or related to the Property in any respect (the "**Real Property**"); and

WHEREAS, Seller is also the owner of certain assets used in or arising from the operation of the Imperial Laundry & Drycleaning facility and Seller will lose its business goodwill, be required to move and sell equipment, and close Seller's business at this location (**hereinafter collectively the "Business Property"**), which assets, losses and expenses include the loss of the goodwill that has been generated by serving the people of Winter Park since 1965 together with the furniture, fixtures and equipment, moving and sale of equipment, and closure of Seller's business. However, for purposes of this Agreement, the furniture, fixtures and equipment have no value. Accounts receivable and drycleaning supplies are not included as Business Property.

WHEREAS, the Real Property and the Business Property are hereinafter collectively referred to as the "**Property**".

WHEREAS, the Purchaser intends to use the Real Property to expand the existing right of way on Fairbanks Avenue and Purchaser's purchase and Seller's sale of the Property is to avoid eminent domain proceedings;

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **AGREEMENT TO BUY AND SELL.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **EARNEST MONEY.**

A. Within five (5) business days after the Effective Date, Purchaser shall deliver to Fishback Law Firm (the "**Escrow Agent**") with notice to Seller an earnest money deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "**Earnest Money Deposit**"), which Earnest Money Deposit shall be in the form of a federal wire transfer or cashier's check issued by a bank whose deposits are federally insured and that has an office for taking deposits in Orange County, Florida.

B. If the Earnest Money Deposit is not delivered by Purchaser to Escrow Agent in accordance with the time frame set forth herein, and such failure continues for a period of two (2) business days after written notice from Seller, then either party may terminate this Agreement by written notice to the other party. If this Agreement is so terminated, this Agreement shall be deemed to have terminated, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Agreement.

C. The Earnest Money Deposit shall be held in escrow by the Escrow Agent and invested in a non-interest-bearing account, and held and disbursed in accordance with the terms and provisions of this Agreement.

D. The Earnest Money Deposit shall become non-refundable to Purchaser following expiration of the Inspection Period, except by reason of an uncured Seller default hereunder.

4. **PURCHASE PRICE.** A combined purchase price to be paid by Purchaser to Seller for the Property shall be Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (the "**Purchase Price**"), with \$450,000.00 allocated to the sale and purchase of the Real Property and \$300,000.00 allocated to the sale and purchase of the Business Property. The Purchase Price shall be paid by Purchaser to Seller at the Closing by federal wire transfer of funds, subject to appropriate credits, adjustments and prorations as may be provided herein.

5. **INSPECTION PERIOD.**

A. Purchaser shall have ninety days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's Intended Use. Purchaser shall have the unconditional and absolute right to terminate this Agreement for any reason whatsoever during the Inspection Period. In order to terminate the Agreement, Purchaser must provide the Seller with written notice so stating no later than the expiration of the Inspection Period. If the Purchaser elects to terminate the Agreement during the Inspection Period, then Escrow Agent shall return the Earnest Money Deposit to Purchaser, and thereafter the parties shall have no further duties, obligations or responsibilities hereunder, except for those specified herein to survive termination of this Agreement.

B. From the Effective Date through Closing, Purchaser shall have the right of going upon the Real Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which Purchaser, in its discretion and its sole cost and expense, deems necessary or desirable to determine the suitability of the Property for Purchaser's Intended Uses; including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. Purchaser shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Purchaser shall indemnify and hold Seller harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Seller as a result of the exercise by Purchaser of its rights under this Section 5.B. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Seller, or its agents or consultants, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the Property by Purchaser. The provisions of this Section 5.B shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation and appeals that may have been made or filed.

C. Seller agrees to deliver or otherwise make available to Purchaser, within five (5) days after the Effective Date, what Seller believes to the best of Seller's knowledge to be copies in Seller's possession, if any, of environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the Real Property, subdivision plans, development plans, technical data, studies, site plans, utility capacity information, soils reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to the Property which will facilitate Purchaser's investigation of the Property

during the Inspection Period. However, unintentional failure to deliver any or all of the foregoing shall not constitute a default or breach of this Agreement.

6. **SURVEY AND TITLE MATTERS.**

A. Within sixty (60) days after the Effective Date, Purchaser may, in Purchaser's sole discretion, and at Purchaser's expense, obtain a survey of the Property ("**Survey**") in a form sufficient to delete the standard survey exception from the Title Policy, certified to Purchaser and the Title Company (as hereinafter defined).

B. Within thirty (30) days after the Effective Date, Purchaser shall obtain, at Seller's expense, a current title insurance commitment for the Property ("**Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to Purchaser ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners title insurance policy in favor of Purchaser for the amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined.

C. Within twenty (20) days after the receipt of each of the Title Commitment and Survey, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey (as applicable) which are unacceptable to Purchaser ("**Title Defects**"). Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**".

D. Within five (5) business days after receipt of notice from Purchaser, Seller shall notify Purchaser whether Seller will attempt to cure such Title Defects. In the event Seller fails to notify Purchaser of its intent to cure the Title Defects within said five (5) business day period, Seller shall be deemed to have refused to cure the Title Defects. If Seller elects to attempt to cure such Title Defects, Seller shall have sixty (60) days in which to use its best efforts to cure such Title Defects to the satisfaction of the Purchaser and the Title Company; provided, however, Seller shall not be obligated to bring suit or expend funds to cure any Title Defects. In the event Seller refuses or fails to cure any Title Defect as set forth hereinabove, then Purchaser, at its option, by providing Seller with written notice within five (5) business days after the expiration of the applicable period as described above, but in no event later than expiration of the Inspection Period, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Purchaser; or (ii) accept title to the Property subject to such Title Defect without reduction of the Purchase Price and proceed to Closing.

7. **CONDITIONS TO CLOSING.**

A. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**Closing Conditions**"):

1. The City Commission of Purchaser approving this Contract, which the Purchaser's staff shall place on the Commission agenda within thirty days of execution by Seller of this Agreement.

2. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.

3. Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

B. In the event any of the foregoing Closing Conditions are not satisfied to the Purchaser's reasonable satisfaction prior to the Closing Date, then Purchaser shall provide Seller with written notice thereof, and Purchaser shall have the right, but not obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination.

8. **CLOSING.**

A. Closing Date. Subject to satisfaction of the Closing Conditions, the Property shall be closed thirty (30) days after the expiration of the Inspection Period (the "**Closing**" or "**Closing Date**") at the offices Fishback Law Firm., 1947 Lee Road, Winter Park, Florida 32789, or the parties may, at their election, effectuate the closing by mail.

B. Conveyance of Real Property. At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed ("**Deed**") conveying fee simple record title to the Real Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of Purchaser) encumbers the Property and is not paid and satisfied by Seller, such mortgage, monetary lien or monetary encumbrance, at Purchaser's election, shall be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include Seller's taxpayer identification number and address, and an assignment from Seller to Purchaser assigning all of Seller's right,

title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Property.

C. Conveyance of Business Property. At Closing, Seller shall execute and deliver to Purchaser a Bill of Sale assigning and warranting the title to the Business Property to Purchaser, free and clear of all liens, encumbrances or other matters and releasing Purchaser from all damages, costs, and losses related to Seller's business and the Business Property.

D. Prorating of Taxes and Assessments. All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property at the November discounted amount. There shall not be any reprorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

E. Environmental Orders. At least thirty (30) days prior to the Closing, Seller shall provide Purchaser with documentation to establish the rights, releases, and protections that have inured to Seller's benefit arising from or related to the clean-up or closure of any environmental contamination of the Real Property. At Closing, Seller shall assign such rights to Purchaser free and clear of all liens and encumbrances by executing and delivering to Purchaser an Assignment of Rights document in a form acceptable to Seller.

F. Closing Costs and Expenses. Seller shall, at the Closing, pay the cost of documentary stamps to be affixed to the Deed and the cost of the owner's title insurance policy and related costs. Purchaser shall pay the cost of recording the Deed and the cost of the Survey. Each party shall pay its own attorneys' fees and costs.

9. WARRANTIES AND REPRESENTATIONS OF SELLER.

A. To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties:

1. Seller is the owner of the Property, and, at Closing the Property will free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than ad valorem real property taxes, and the Permitted Exceptions.

2. To Seller's knowledge, there is no governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation, statute, law, or otherwise or with respect to any pending or contemplated condemnation action with respect to the Property, including, without limitation, any environmental or contamination matter affecting the Real Property.

3. There is no pending or, to Seller's knowledge, contemplated change in any regulation or private restriction applicable to the Property, or any pending or threatened judicial administrative action, or of any action pending or threatened by adjacent land owners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, or in any way prevent, limit or impede residential construction.

4. Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property for which Purchaser will be responsible after the conveyance and Closing.

5. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions, of or constitute a default under, any indenture, mortgage, loan agreement, or instrument to which Seller is a party or by which Seller or the Property is bound, any applicable regulation, or any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

6. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.

7. Seller will have at Closing the full right, power, and authority to sell and convey the Property to Purchaser as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite partnership or corporate actions necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder have been taken.

8. At the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investment in Real Property Tax Act of 1980, as amended.

9. Seller shall not enter into any agreements or leases during the term of this Agreement, affecting the Property, without the prior written consent of Purchaser.

10. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access between the Real Property and any presently existing highways and roads adjoining or situated on the Property.

The covenants and agreements contained in this Section 10 shall survive the Closing.

10. **WARRANTIES AND REPRESENTATIONS OF PURCHASER.**

A. To induce Seller to enter into this Agreement, Purchaser hereby makes the following representations and warranties:

1. Purchaser has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

2. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

11. **ENVIRONMENTAL MATTERS/HAZARDOUS SUBSTANCES.**

A. Definition of Hazardous Substances. "Hazardous Substances" shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to petroleum based substances and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect.

B. Clean-up. If Purchaser's environmental inspections of the Property reveal the existence of any Hazardous Substance on, in, at, about or under the Property, then Seller may at Seller's sole and absolute option elect, at Seller's sole expense, to complete the clean-up of the same prior to Closing and in accordance with all applicable governmental standards or Purchaser may terminate this Agreement prior to expiration of the Inspection Period. If Seller elects to complete the clean-up and such clean-up is not completed, and written certification thereof by all applicable governmental authorities is not received by Purchaser, prior to Closing, then Purchaser may either terminate this Agreement, whereupon Escrow Agent shall return the Earnest Money Deposit to Purchaser, or accept the condition of the Property notwithstanding such incomplete clean-up and proceed to Closing without any reduction in the Purchase Price or further obligation on the part of Seller to complete such clean-up. Consistent with section 5.C of this Agreement, within five (5) days after the Effective Date, Seller shall provide Purchaser with all studies, contamination assessments, reports, remedial action plans, monitoring orders and contracts, closure orders, other orders and notices relating to any contamination, cleanup, and related matters.

12. **DEFAULTS.**

A. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to either (i) terminate the Agreement and receive an immediate return of the Earnest Money Deposit, or (ii) enforce specific performance of this Agreement against Seller; provided, however, that the right to maintain an action for damages against Seller in the amount of the actual and documented out-of-pocket expenses incurred by Purchaser, but specifically excluding any consequential, punitive, or speculative damages.

B. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be to receive the Earnest Money Deposit as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money Deposit as Seller's sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.

C. Notwithstanding subsections A. and B. above, from and after the Closing, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (i) a breach of any covenant or agreement contained herein that is performable after or that survives the Closing or termination of this Agreement (including, but not limited to any indemnification and hold harmless obligations), and (ii) any breach of any representation or warranty in this Agreement that survive Closing. This subsection shall not apply to any obligation of Purchaser to purchase the Property.

13. **ASSIGNMENT.** The Purchaser may assign this Agreement at Closing; provided, however, Purchaser, as assignor, remains liable for assignee's failure to honor Purchaser's obligations under this Agreement.

14. **POSSESSION OF PROPERTY.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **CONDEMNATION.** In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity (other than Purchaser) prior to the Closing Date, Purchaser shall have the option of (i) terminating this Agreement by

giving written notice thereof to Seller whereupon the Earnest Money Deposit shall be immediately returned to Purchaser, and this Agreement shall terminate except as expressly provided otherwise, (ii) requiring Seller to convey the portions of the Property remaining after the taking or condemnation based on a reduced price calculated pro-rata on the acreage lost as a result of the taking or condemnation, and Seller shall retain all of the right, title and interest of Seller in and to any award made or to be made by reason of such taking or condemnation, or (iii) requiring Seller to convey the entirety of the Property to Purchaser for the full Purchase Price if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to Purchaser at the Closing all of the Seller's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. Seller and Purchaser further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **REAL ESTATE COMMISSION.** Purchaser and Seller hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby other than Jones Lang LaSalle Brokerage, Inc., which is entitled to a commission payable by Purchaser pursuant to its written agreement with Purchaser. Purchaser and Seller respectively hereby indemnify and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorneys' fees and costs of litigation, both prior to and on appeal, which either shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by the indemnifying party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. This Section 16 survives the termination of this Agreement and the Closing.

17. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Seller at the following address:

Allen L. Mills
901 W. Fairbanks Avenue
Winter Park, Florida 32789
Telephone: _____
Email: allenmills4@icloud.com

To Purchaser at the following address:

City of Winter Park
Attn: Randy Knight, City Manager
401 S. Park Avenue
Winter Park, Florida 32789
Telephone: 407 599-3235
Email: Rknight@cityofwinterpark.org

With a copy to:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

Escrow Agent:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **GENERAL PROVISIONS**. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise customarily appropriate to carry out the terms of this Agreement

shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida.

19. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, none of the covenants, representations and warranties set forth in this Agreement shall survive the Closing or any earlier termination of this Agreement.

20. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

22. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Orange County, Florida.

23. **EFFECTIVE DATE.** When used herein, the term "**Effective Date**" or the phrase "**the date hereof**" or "**the date of this Agreement**" shall mean the last date that either the Seller executes this Agreement or the date Purchaser's City Commission approves this Agreement and the Agreement is thereafter signed by the Purchaser.

24. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the parties hereto agree that this Agreement may be executed and electronically mailed to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

25. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and/or deliver or cause

to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser.

26. **RADON GAS.** Pursuant to the provisions of Section 404.058(8), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property: "RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT."

27. **WAIVER OF JURY TRIAL.** Both parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either party or any matters arising out of or in any way in connection with this Agreement.

28. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the Seller the Earnest Money Deposit held by the Escrow Agent under this Agreement, as provided in Paragraph 3 hereof. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Orange County, Florida, without further liability or responsibility on the Escrow Agent's part. In the event of any suit between the Purchaser and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent or in the event of any suit in which the Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover its costs in connection therewith, including reasonable attorneys' fees and costs incurred in all trial, appellate and bankruptcy court proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Seller and the Purchaser agree that the status of the Purchaser's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the Purchaser in connection with this transaction in any dispute that may arise between the Purchaser and the Seller concerning this transaction, including any dispute or controversy with respect to the Earnest Money Deposit. This Section 28 survives termination of this Agreement and the Closing.

29. **1031 EXCHANGE**. The parties acknowledge that either party hereto may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, for fee title in the Property. Each party hereby reserves the right to assign its rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) at any time on or before the Closing. Each party shall reasonably cooperate with the other party in effectuating such exchange; provided, any such like kind exchange shall not delay such Closing or cause the party not a party to the exchange to incur any expenses relating thereto nor take title to any other property.

30. **CONFIDENTIALITY**. Seller will maintain strict confidentiality of all aspects of this Contract. Except as may be required by law or as may be necessary to evaluate the impact of Seller's sale to Purchaser, or unless agreed in writing by Purchaser, Seller will not divulge any such information to other persons or entities including, without limitation, appraisers, real estate brokers, adjacent landowners or competitors of Purchaser. Notwithstanding the foregoing, Seller shall have the right to disclose information with respect to the Property to officers, directors, employees, attorneys, accountants, environmental auditors and other consultants (collectively, "**Related Parties**") to the extent necessary for Seller to evaluate its sale of the Property provided that all Related Parties are told that such information is confidential and agree (in writing for any third party engineers, environmental auditors, applicable municipal departments or other consultants) to keep such information confidential. The provisions of this Section shall survive termination of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

SELLER:

Allen L. Mills

Beverly C. Mills

James Keith Mills, individually and
as Trustee of the James Keith Mills
Revocable Trust Agreement dated
July 28, 2005

Roberta Mills, individually and as
Trustee of the Roberta Mills
Revocable Trust Agreement dated
July 28, 2005

Imperial Laundry & Drycleaning, Inc.
a Florida dissolved corporation

By: _____

(Print name)

Its: _____

Date: _____

PURCHASER:

CITY OF WINTER PARK
a Florida municipal corporation

By: _____

(Print Name)

Its: _____

Date: _____

ESCROW ACKNOWLEDGMENT

The Escrow Agent hereby acknowledges receipt of the Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) Earnest Money Deposit. The undersigned agrees to hold said Earnest Money Deposit and disburse it in accordance with the terms of the foregoing Agreement.

FISHBACK LAW FIRM

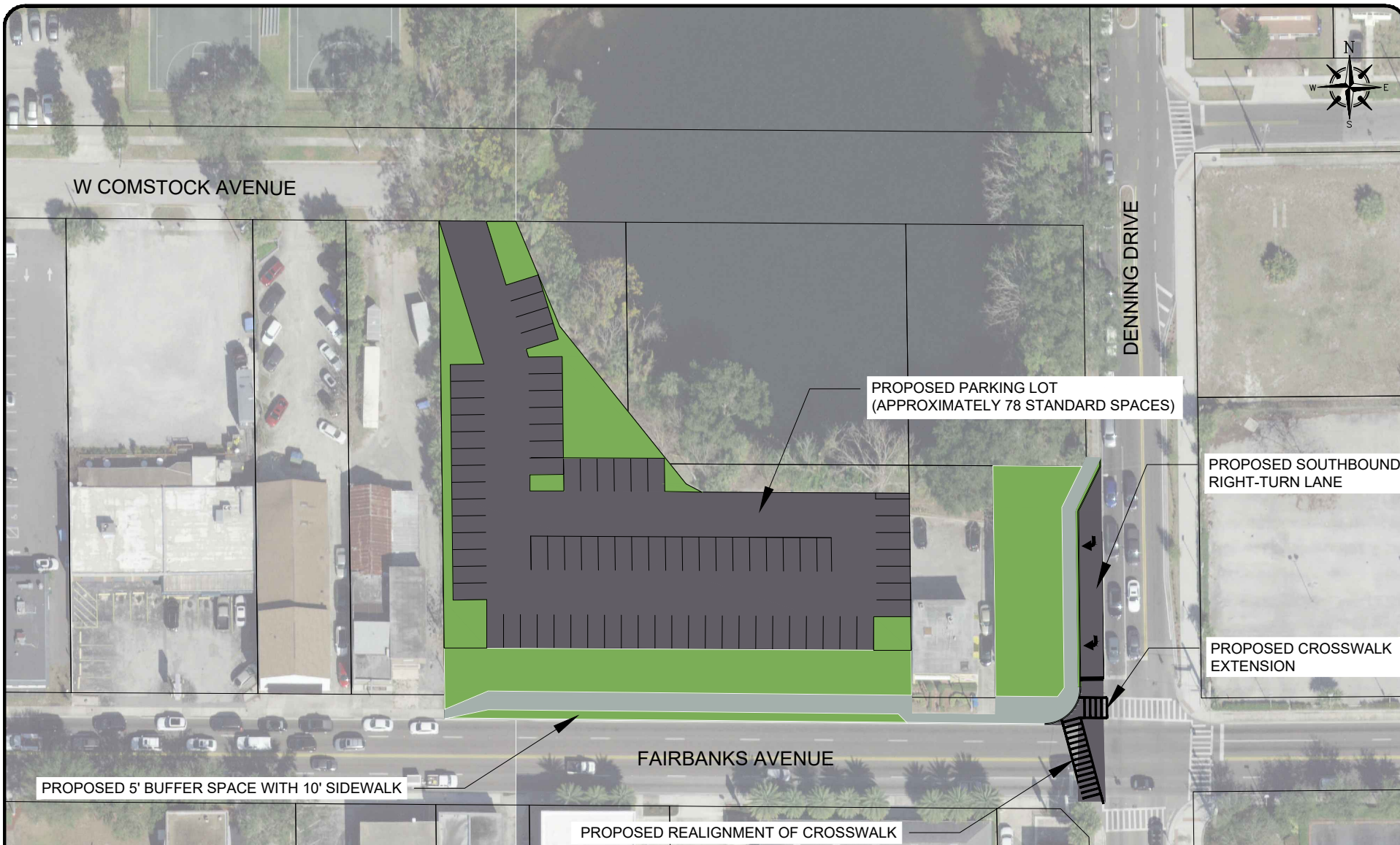
By: _____
Print Name: A. Kurt Ardaman
Partner

EXHIBIT "A"
(Legal Description of Property)

Lot 12 and the East 5 feet of Lot 11 together with the South ½ of the vacated alley lying North thereof, Block 2, Lake Island Estates, according to the map thereof recorded in Map Book M, Page 95, Public Records of Orange County, Florida.

Also known as Property Appraiser Parcel # 01-22-29-4512-02-121

S:\AKA\CLIENTS\WINTER PARK\901 W FAIRBANKS (KEITH MILLS, ET. AL)\PURCHASE AGREEMENT.DOC



NOTES:

1. THIS IS A PRELIMINARY CONCEPTUAL LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHALL NOT BE USED FOR CONSTRUCTION.
2. NO SURVEY WORK WAS DONE AS PART OF THIS LAYOUT.
3. THE ADDITION OF A SOUTHBOUND RIGHT-TURN LANE WILL REQUIRE THE RELOCATION OF THE SIGNAL CONTROL CABINET, THE CONCRETE STRAIN WIRE POLE AND THE FIRE HYDRANT CURRENTLY LOCATED ON THE NORTHWEST CORNER. ADDITIONAL INFRASTRUCTURE MODIFICATIONS MAY BE NEEDED.
4. THE PROPOSED PARKING LOT WOULD BE ACCESSED VIA COMSTOCK AVENUE.
5. THE CURRENT LAYOUT OF THE PARKING LOT PROVIDES 78 STANDARD PARKING SPACES (ADA PARKING SPACES WILL BE EVALUATED IN FUTURE REVISIONS).
6. STORMWATER, DRAINAGE AND GRADING HAVE NOT BEEN EVALUATED AS PART OF THIS CONCEPTUAL LAYOUT.
7. COORDINATION WITH AND APPROVAL FROM FDOT WOULD BE REQUIRED FOR WORK WITHIN FDOT RIGHT OF WAY.

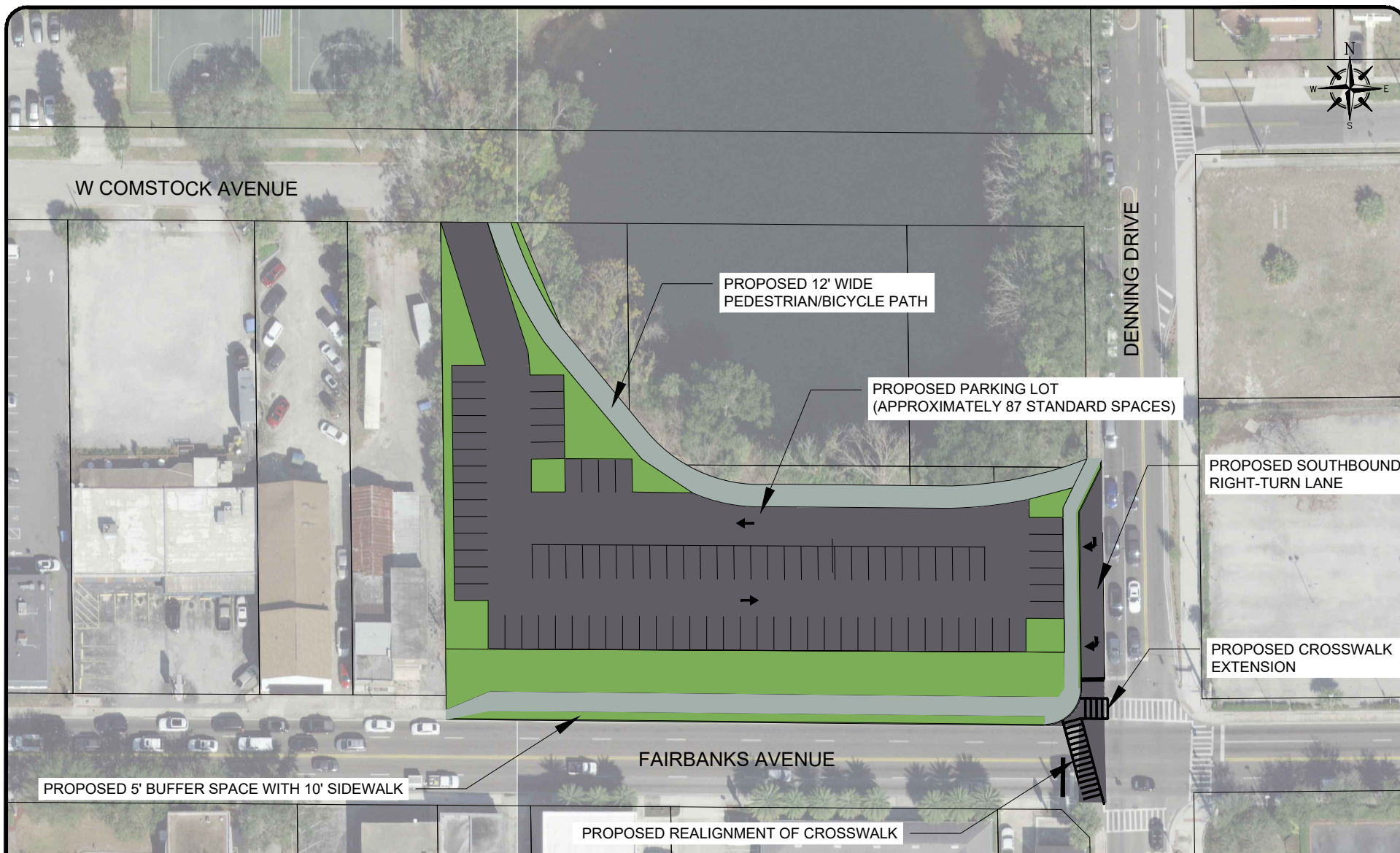


City Hall
401 Park Avenue South
Winter Park, Florida 32789
(407) 599-3399

CONCEPTUAL LAYOUT - W FAIRBANKS AVE & S DENNING DR

CONCEPTUAL LAYOUT AT THE INTERSECTION OF
W FAIRBANKS AVENUE & S DENNING DRIVE
LAYOUT #1

DATE 2021.02.03
SCALE 1" = 75'
FIGURE 1



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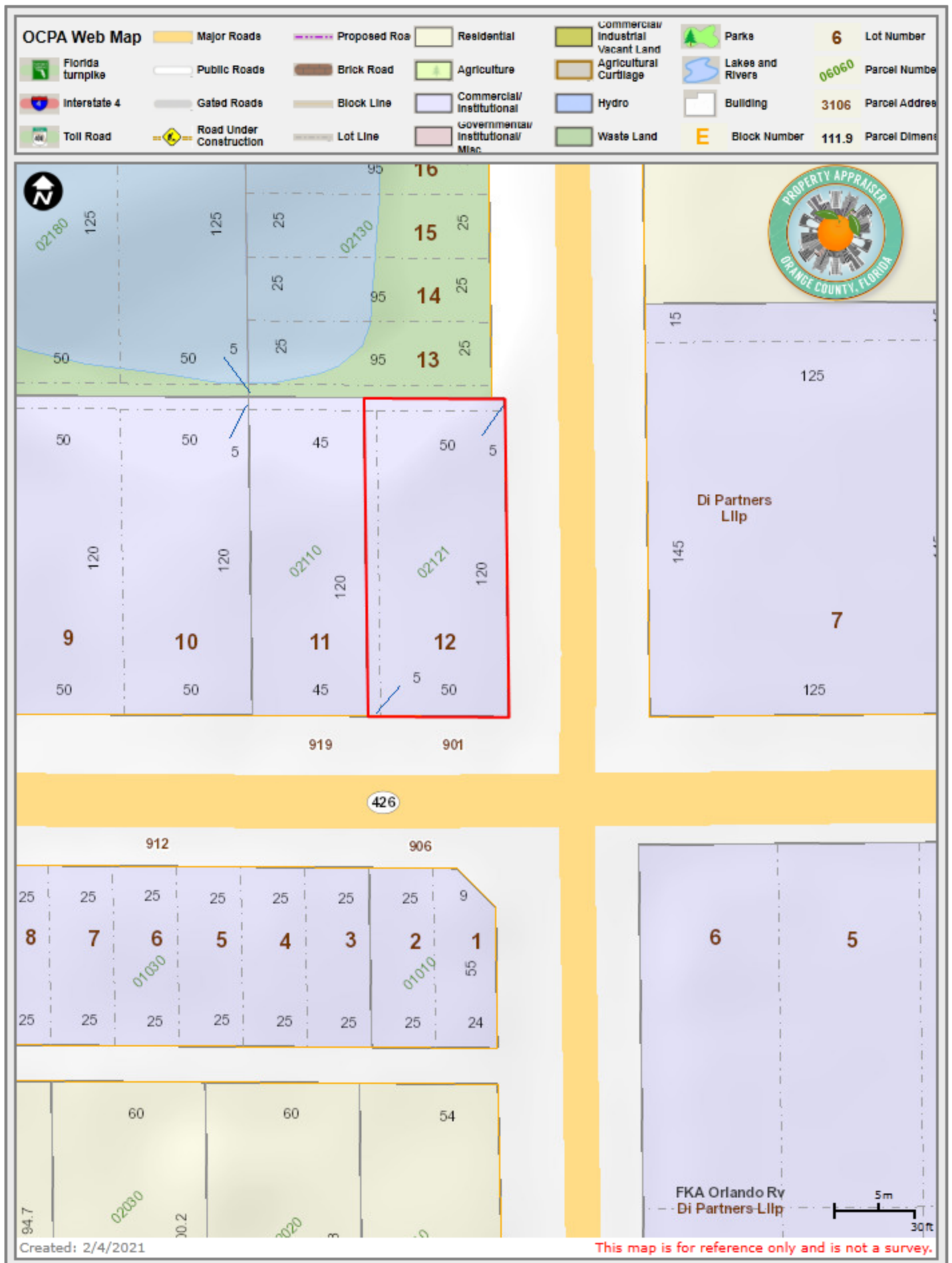


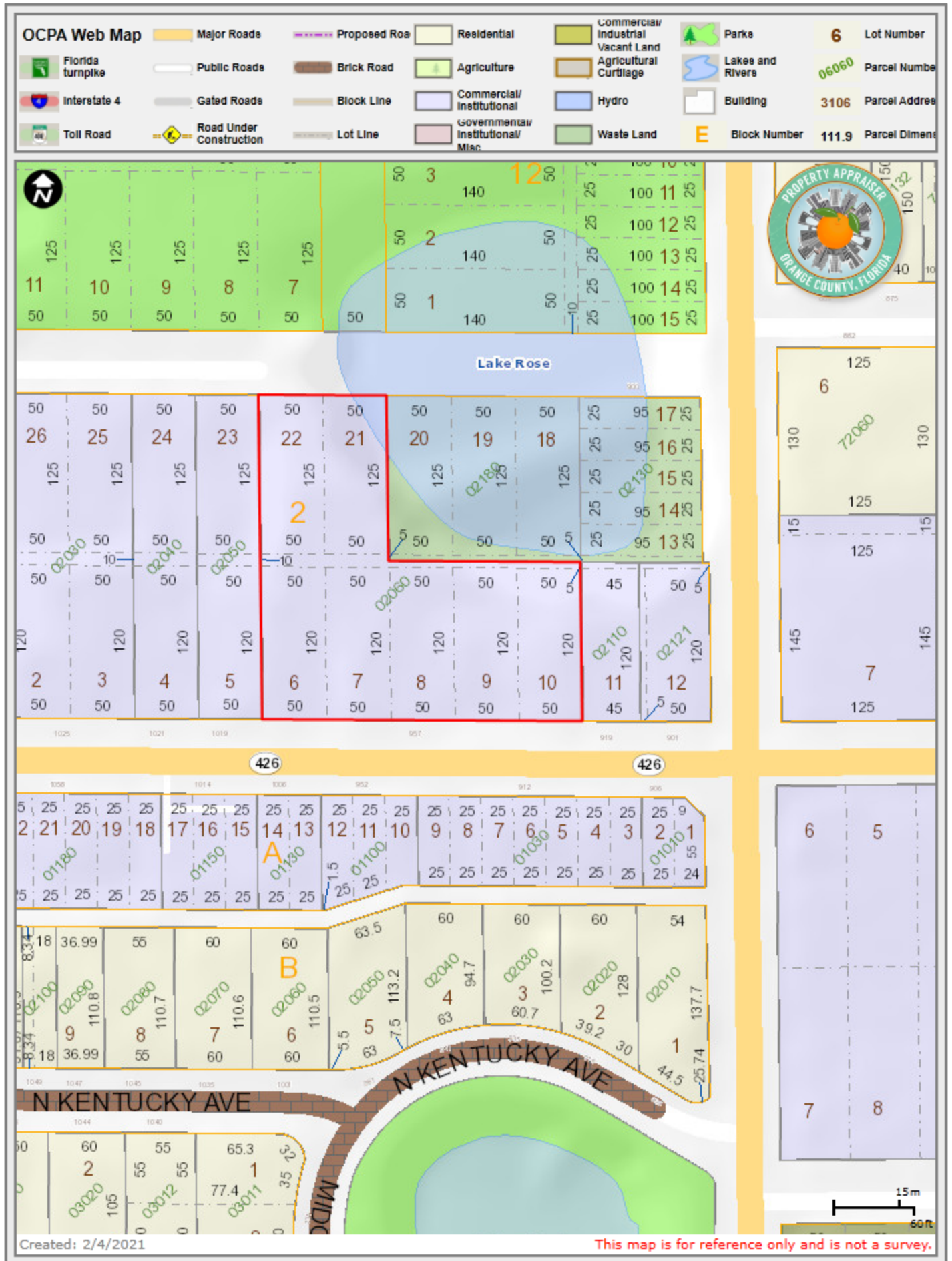
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CONCEPTUAL LAYOUT - W FAIRBANKS AVE & S DENNING DR

CONCEPTUAL LAYOUT AT THE INTERSECTION OF
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LAYOUT #2

DATE 2021.02.03
SCALE 1" = 75'
FIGURE 2







City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date February 24, 2021
prepared by Randy Knight	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Investment in Public Infrastructure	

subject

Proceed to negotiate purchase agreement for 929 - 957 W. Fairbanks Ave.

motion / recommendation

Give approval to bring back a purchase agreement for review and approval at a subsequent Commission meeting.

background

As mentioned in the previous agenda item, city staff through real estate brokerage JLL, has been reaching out to property owners along the north side of Fairbanks Ave., between Denning and Ward, to ascertain any interest in selling their properties. The largest parcel is located at 929 - 957 W. Fairbanks and includes the Vines & Forks restaurant. The owner has requested a sale price of \$3 million for the parcel, a 60 day due diligence period, 15 day closing period, \$100k in earnest money with a one-time, non-refundable \$5k payment. As this requires expending funds that are non-fundable, staff is looking for Commission consensus to bring back a purchase agreement, in accordance with these terms, at the next Commission meeting.

The acquisition of this parcel will allow for a number of potential opportunities including expanded parking area, bike and pedestrian pathways, and roadway traffic improvements. The potential use sketches attached to the prior purchase agreement item have also been included here again. Note, parking is just one option for the portion of the property not used for a travel lane. It could also be utilized as active or passive park space.

alternatives / other considerations

Pursue purchase discussions at some later date.

fiscal impact

The subject property is approximately 1 acre (43,895 SF). At a price point of \$3 million,

this falls in-line with the range of other comparable sales in the area. It should be noted that approximately 5,000 SF of the parcel is submerged and not buildable.

The city has a number of funding sources available to it that could be used to acquire this property. The purchase of property for traffic improvements, park expansion, and connectivity are all mentioned in the CRA Plan. In order to afford the \$3 million, budgeted funding from existing projects would need to be reallocated. The Parks Acquisition Fund and Parks Impact Fund, have a combined \$2.3 million that can be used for the acquisition of park property. The City General Fund also has over \$16 million in its unencumbered reserves.

ATTACHMENTS:

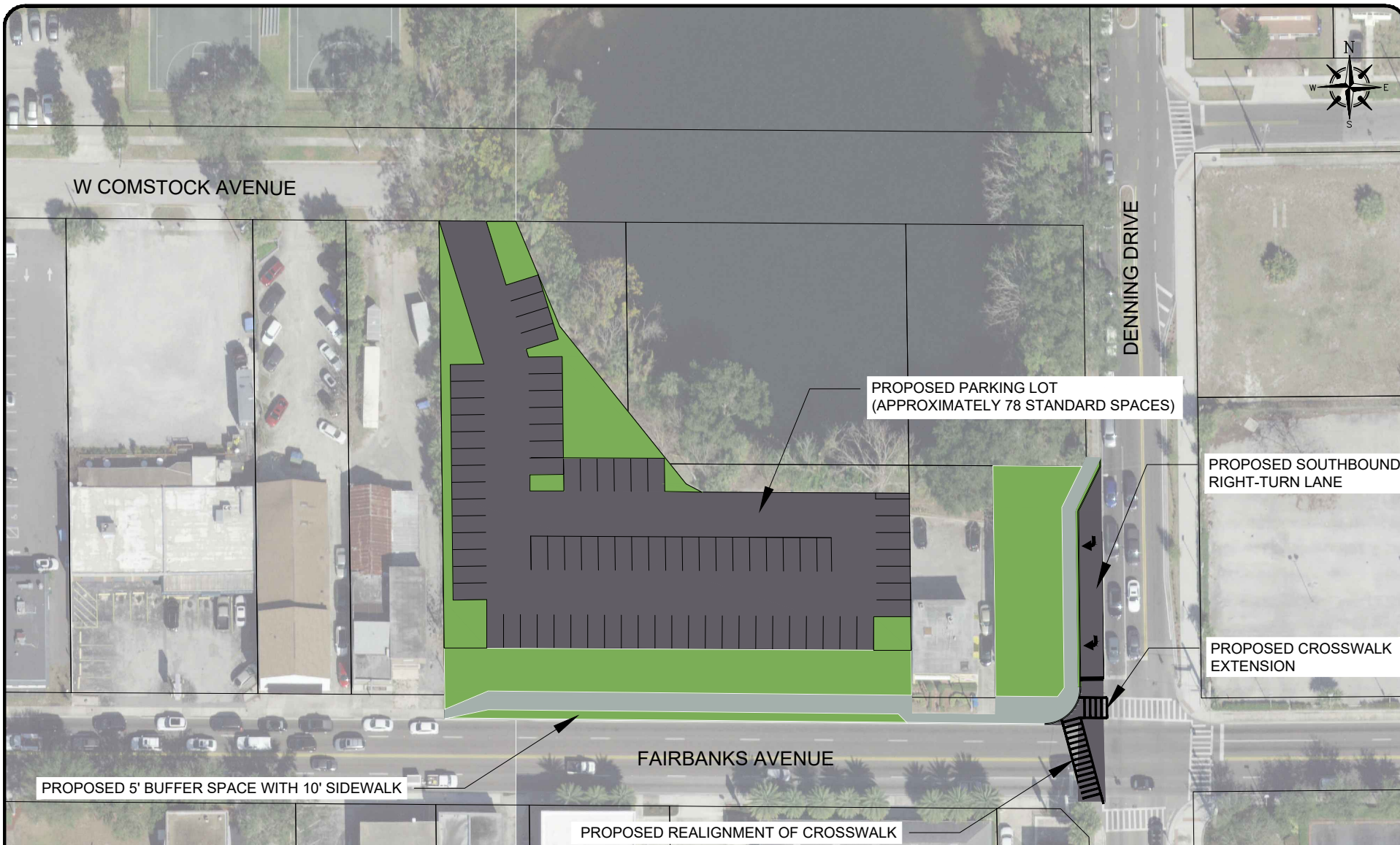
[2021.02.03_Fairbanks & Denning_Conceptual Layout One.pdf](#)

ATTACHMENTS:

[2021.02.03_Fairbanks & Denning_Conceptual Layout Two.pdf](#)

ATTACHMENTS:

[957 W Fairbanks site specific map.pdf](#)



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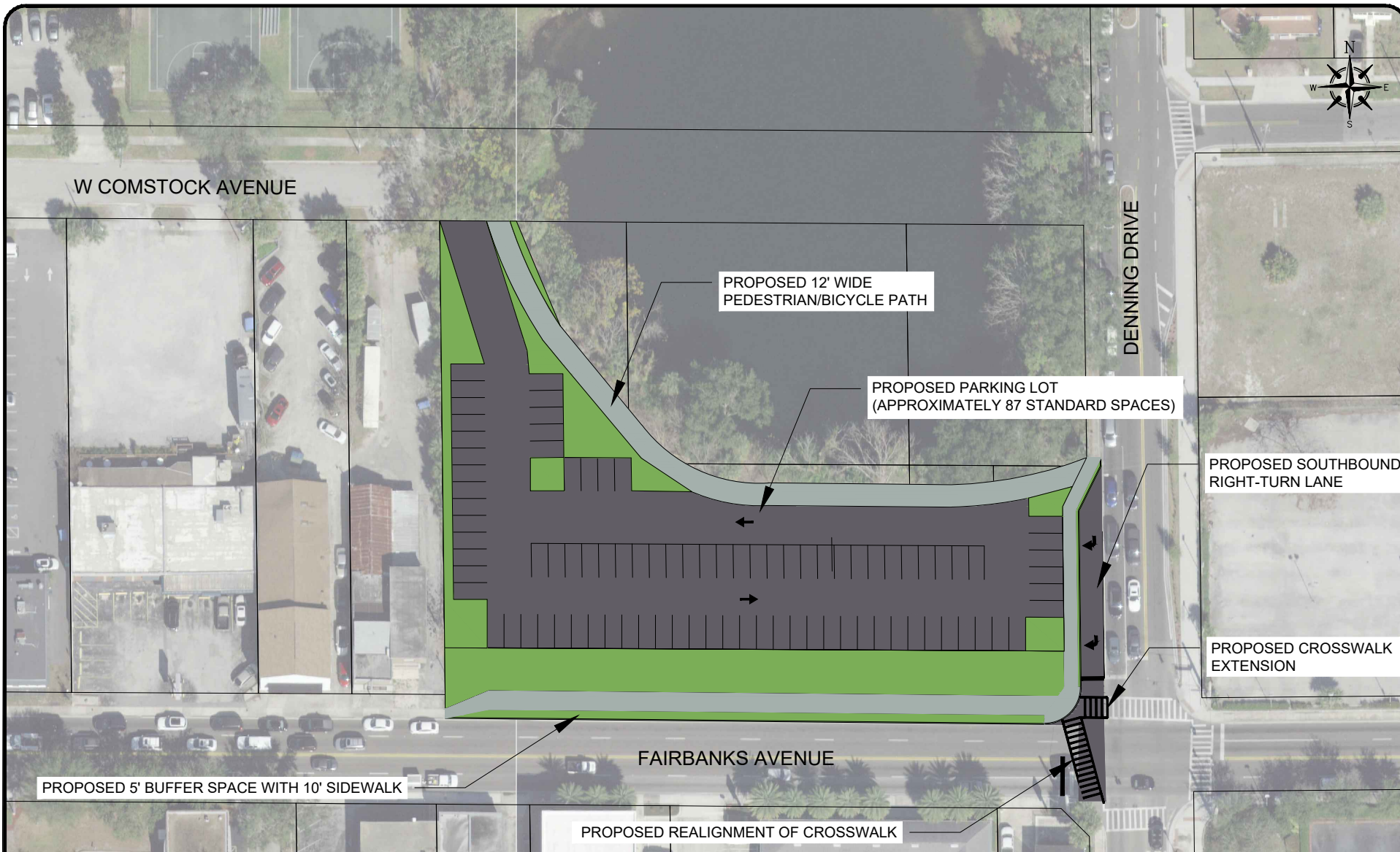


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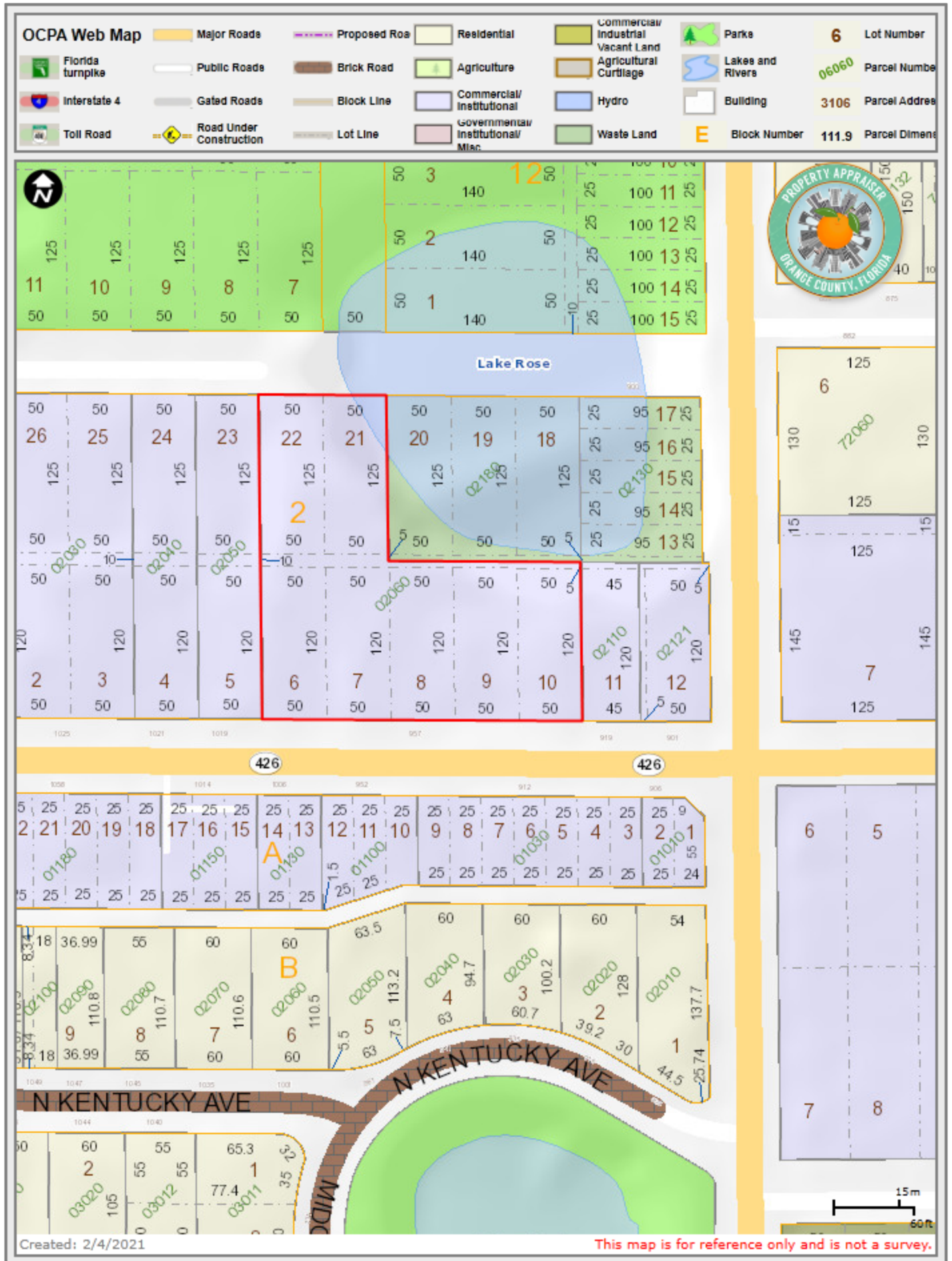


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FIGURE 2





City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date February 24, 2021
prepared by Rene Cranis	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Appoint Canvassing Board members for March 9th General Election

motion / recommendation

Appoint alternate Canvassing Board member.

background

Commissioners Sullivan and Weaver and the City Clerk were appointed to the Canvassing Board in the Commission's January 17th meeting. Since that time, Commissioner Weaver has declined the appointment.

City Attorney Ardaman has recommended the appointment of Deputy City Clerk as the third member.

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date February 24, 2021
prepared by Randy Knight	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Discuss possible modification to COVID related safety precautions for in-person attendance at public meetings.

motion / recommendation

Review the current safety precautions for in-person attendance at Commission and citizen board meetings and modify as deemed appropriate.

background

Since the expiration of the Governor's Executive Order that allowed for virtual meetings the City Commission and certain citizen boards have been conducting hybrid meetings with both virtual and physical attendance. In order to have a quorum, a majority of the board must be physically present.

For in-person attendance by the public and applicants, city staff has set up the meeting rooms in accordance with CDC guidelines. Seats are placed at least 6 feet apart and the attendance is limited by the number of seats set out. If more than that arrive there is an overflow room opened and if that is full the additional people would not be allowed to enter until such time it is their turn to speak.

The City Commission Chambers is utilized for meetings with an anticipated attendance of less than 20 (not including the board) and the Community Center is utilized for meetings of more than 20 (with a limit of about 60). Staff encourages virtual participation to keep in-person crowds down.

At the special called meeting on February 11th, the Commission requested options on limiting the number of in-person attendees for the protection of all involved. Attached is an email from the City Attorney outlining the legal requirements. Also attached is a survey of what our neighboring cities are doing for safety protocols.

The City Manager can and will keep the number of City Staff members down to the bare minimum needed to conduct the meeting and have the rest participate virtually.

One option at the Community Center is to set up the room to only accommodate a more limited number of attendees with the chairs placed farther away from the dais and farther apart than we have done in prior meetings. Attendees in excess of the seating capacity established would be asked to go to the overflow room or wait outside until their time to speak, at which time they would be escorted in to the podium to speak. As always, we will strongly encourage virtual participation.

The other option is to move the meetings back to the Commission Chambers which will limit attendance to approximately 20 (or less if so desired). We have the Plexiglas dividers between commission seats and the new camera and sound system is in place which will greatly improve the virtual participation experience for those not in attendance and reduce staff set up time tremendously. The downside is there is less overflow space available for those that come to the meeting.

alternatives / other considerations

Continue to operate and set up the room as we have been doing until such time as the pandemic has ended.

fiscal impact

ATTACHMENTS:

[City Attorney email re Limiting attendance at meetings.pdf](#)

ATTACHMENTS:

[Agency Meeting Attendance Procedures.pdf](#)

From: [Kurt Ardaman](#)
To: [Randy Knight](#); [Rene S Cranis](#)
Cc: [J. Giffin Chumley](#)
Subject: [External] RE: Limiting attendance at meetings
Date: Tuesday, February 16, 2021 7:17:43 PM

[Caution: This email originated from outside the City of Winter Park email system. Before clicking any hyperlinks, verify the real address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Randy

In addition to the question on what limits the City can impose on the physical presence of the public at public meetings, there have been questions about the public's right to comment which are also addressed below. Our other cities allow the physical presence of the public following CDC guidelines but also provide audio call-in participation. However, one of our cities only allows a few members of the public at any one time to be physically present with other members of the public that wish to physically attend wait outside the Commission Chambers watching and listening to a video projection of the meeting until they are called and escorted into the Chambers to the podium. The podium and microphone are cleaned between speakers.

ISSUE:

- A. Does the public have the right to be physically present at a public meeting?
- B. When is public comment required?

SUMMARY:

A. The Sunshine Law provides that public meetings must be properly noticed and reasonably accessible to the public. The attorney general has opined on numerous occasions that the use of electronic media technology to provide public access to meetings does not necessarily implicate the Sunshine Law. Rather, the attorney general has opined that physical quorum requirements are what trigger the need for *board members* to be physically present at a meeting. Indeed, § 120.54(5)(b)2., Florida Statutes, allows state rulemaking agencies to conduct their public meetings online as long the public is provided notice of how to attend and the locations at which the public may access communications media technology allowing participation in or observation of the meetings. Regardless, those wishing to physically attend the meeting or be heard at the meeting should be accommodated to the extent feasible given the COVID-19 threat. Other cities, while limiting capacity in their meeting rooms, have provided live CCTV feeds of the meeting in waiting areas outside and allowed persons wishing to speak on particular issues to submit speaking cards and be called into chambers when it is their turn to speak.

- B. Section [286.0114](#), Florida Statute, requires that members of the public be

provided a reasonable opportunity to be heard on a proposition pending before the City Commission. While such opportunity need not occur at the same meeting at which the board or commission takes official action on the proposition, the opportunity still must be provided during the decisionmaking process and at sometime within "reasonable proximity" in time prior to the meeting at which the Commission takes official action. Regardless, public comment is not required for (i) an official act taken under exigent circumstances where compliance would cause unreasonable delay in the ability of the Commission to act; (ii) an official act involving only a ministerial event such as approval of minutes and ceremonial proclamations; (iii) a meeting such as an executive session or a shade meeting that is exempt from § 286.011, Florida Statutes;; or (iv) a meeting during which the commission is acting in a quasi-judicial capacity (although due process rights will apply in determining who may provide comment or argument).

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Randy Knight <Rknight@cityofwinterpark.org>

Date: 2/10/21 2:32 PM (GMT-06:00)

To: Kurt Ardaman <ardaman@fishbacklaw.com>, Rene S Cranis
<RCranis@cityofwinterpark.org>

Cc: Mayor and Commissioners <MayorandCommissioners@cityofwinterpark.org>

Subject: Limiting attendance at meetings

Rene, please survey our neighboring communities and find out what they are doing if anything about limiting the number of people attending meetings in person.

Kurt, please let us know what the cities that your firm represent are doing and give us an opinion on what limits the Commission can reasonably place on physical attendance assuming we allow and accommodate full public participation virtually.

I would like this information in time to make it a discussion item at the 2/24/21 meeting.

 City of Winter Park 401 Park Ave. South Winter Park, FL. 32789 cityofwinterpark.org	Randy Knight City Manager City Management 407.599.3235
---	--



Under Florida law, email addresses and written correspondence with the city become public record and must be made available to the public and media upon request (unless otherwise exempt). If you do not want your email address to be public record, please contact our office by phone.

Altamonte Springs	Rarely has attendees at their meetings.
Maitland	Council Chambers has a sitting capacity of 168. To meet the 6 feet social distancing we removed chairs and we now have the capacity of 21-25. This also includes 6 feet from our podiums. We also have a room off the chambers where staff sits & they can listen to the meeting. Our lobby also has speakers where folks can listen to the meeting. The following is a notice to residents who want the meeting agendas emailed to them.: To create better communication with Maitland residents, this email is being sent to you prior to Monday's City Council meeting. Attached is the agenda for the Monday, February 8, 2021 Council meeting. The meeting will start at 6:30pm. As a result of the COVID-19, there is limited sitting in the Chambers. A link to view live online through www.YouTube.com will be available just prior to the scheduled meeting time.
Windermere	Limited seating spaced 6' apart. Haven't had to deal with this but plan on handling it like a retail store. Only so many in unless someone leaves, then one can enter. We also have livestreaming through Zoom. Have to follow CDC guidelines.
Casselberry	Holding meetings in the City Commission Chambers. Able to seat 18 people in the audience. All seats are 6 feet apart in all directions. No one can sit next to each other even if they are from the same household because it would throw off the adjacent rows. Designated seats are clearly marked and tape is covering the seats where people are not allowed to sit, in addition to signage. Created socially distanced spots in the rear of the Chambers to allow standing room and for those who are in the same household can stand together in those locations. One door to the Chambers propped open and a Police Officer stands there to regulate traffic into the room. Have overhead speakers and socially distanced spots in the lobby for people to listen. If there is an agenda item they wish to speak to when the mayor calls for audience participation, the Police Officer ensures that anyone in the lobby is recognized and can be escorted in to the Chambers to speak. I have a holding spot that is distanced where anyone from the lobby can stand to wait to approach the podium. Once someone speaks that did not already have a seat in the Chambers, must exit the room. Recently we had a contentious issue that received a lot of news coverage, so I also made accommodations for overflow crowd in the back of City Hall in the courtyard area by placing a portable speaker out there for people to listen. We also utilized two more police officers to ensure that 1) everyone adhered to the mask and distancing requirements in place and 2) make sure everyone could hear the proceedings and anyone who wanted an opportunity to speak was given the opportunity to do so. So it was one officer at the entrance to the Chambers as described above, another officer near the front doors to help monitor the lobby and a third officer in the courtyard outside. I placed the media in attendance on the perimeter of the Chambers and they were closer than 6 feet to one another but they all had masks on. Oh, we also have limited staff members who attend the meetings. A lot of items are just presented by the City Manager when we knew we were expecting a large crowd. But standard routine now is only directors and they do not sit until the meeting start time, yielding to the public to be able to be in the Chambers.

Longwood	Held in Chambers with only 17 chairs out for social distancing. Don't have large numbers attending our meetings on a normal basis. Put note on agenda that social distancing will be followed. When we had increased attendance in person, no one was asked to leave and were allowed to stand. We do require a face-covering.
Lake Mary	Have not had a reason to reduce the capacity officially at meetings. Commission is spaced out on the dais, with some of them sitting at a table on the floor and City Manager and City Attorney at a table at the front as well. If there is a large project, applicants are asked to limit the number of people that attend. All public seating has been spaced out 6 feet apart. If capacity is over the amount of people that can safely be inside the chambers, over flow is asked to wait outside in the main lobby area and listen to the meeting until called to speak (has not yet happened).
Oviedo	Still using Council chambers. Floor marked off at 6 foot intervals and chairs placed at that distance. Accommodates approximately 22 people. For larger attendance, had a TV the City Hall veranda and the benches that line the sides are (believe it or not) 6 foot apart. So we have one person to a seat and if needed we put out additional chairs (not happened yet). Have overflow in lobby with a TV and accommodates 8 people. If they are there to speak staff gets them when it is their turn. Conference room off of the chambers is used for staff (also with a TV) and are called if they are needed in the chambers.
Kissimmee	The governor's orders never addressed occupancy. We based our occupancy on approved social distancing guidelines and only put out that many chairs in there up to the maximum number. Once we are full, we deny physical entry into the room as if it was the same with a normal occupancy load by the fire marshal. We're not prohibiting access to the meeting because we also offer full participation online via Zoom or telephone.
Ocoee	Currently, our doors are open and while we marked roughly 20 seats to help accommodate with social distancing for those in attendance, many seem to come in groups and prefer to seat near each other. We are requiring a face covering so that helps. Also typically our meetings are not packed as long as we do not have any controversial items. If we feel we will have an item that will bring in large attendance we have utilized our Lakeshore Center (Conference/Rental Hall) to accommodate the crowd as we livestream our meetings so those in attendance could view from that room. For that meeting if they wanted to address the Commission we had a system set-up where we allowed 3-5 speakers to come into the chambers, speak, and then they would go back to the hall. Additionally, City Manager has asked that City staff not stay for the meetings. If there is a question from the Commission to a particular department head our City Manager will address it or advise he will share the information with City staff and have a response to them by the next meeting.



City Commission **agenda item**

item type Public Hearings	meeting date February 24, 2021
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Resolution - Request of Tyler and Jeanette Doggett to designate the property at 1645 Forest Avenue built in 1925 to the Winter Park Register of Historic Places.

motion / recommendation

Staff and the Historic Preservation Board Recommend Approval.

background

The owners of 1645 Forest Avenue (Tyler and Jeanette Doggett) have voluntarily agreed to designate their home at 1645 Forest Avenue, built in 1925, to the Winter Park Register of Historic Places. The existing one-story home is 2,036 square feet in size with a small 60 sq. ft. porte cochere over the driveway. The 1925 design of this home combines elements of an American Craftsman bungalow design with the Four Square architectural style both prevalent during the 1920's. Attached is an example of the Four Square style and an example of American Craftsman bungalow. Regardless of the classification of architectural style, this home is highly qualified for designation on the Winter Park Register of Historic Places.

Historic Preservation Board Minutes – January 9, 2021

- HDA 21-01 Request by Tyler and Jeanette Doggett to designate the property and building at 1645 Forest Avenue as an historic landmark on the Winter Park Register of Historic Places. The existing Arts & Crafts Bungalow style home was built in 1925. Zoned: R-1AA.
- COR 21-01 Request by Tyler and Jeanette Doggett for the property at 1645 Forest Avenue to add 1,013 square feet to the existing 2,035 square foot one-story home to the rear of the existing home, with variances requested for a 5-foot setback for the addition on the north in lieu of the 11 feet required and for a rear setback 15 feet in lieu of the required 25 feet. Zoned: R-1AA.

Mr. Briggs provided a brief overview of the request and led discussion of the item. He

mentioned that it was a voluntary Historic designation of the existing home built in 1925 and zoned R-1AA. Mr. Briggs indicated that this was a request for approval for additions in the rear of the lot with setback variances. Mr. Briggs noted that these additions included a request for a 5-ft side setback and a 15-ft rear setback for an added 910 sq. ft. living space to the rear of the home.

Staff recommendation was for approval.

The Board inquired about the height of the addition in comparison to a detached garage height and if the neighboring homeowners were notified and had any objection to the project.

No one was present from the public.

The Board was informed that a letter was submitted of approval from the neighbor to the rear and there was no opposition heard from the other adjacent neighbor. The Historic Preservation Board members agreed that the designation and variances were appropriate for this location.

Motion made by Bob Schwetje, seconded by Wade Miller, to approve the request by Tyler and Jeanette Doggett to designate the property and building at 1645 Forest Avenue as an historic landmark on the Winter Park Register of Historic Places.

Motion carried with a 7-0 vote.

Motion made by Bob Schwetje, seconded by Wade Miller, to approve the request by Tyler and Jeanette Doggett for the property at 1645 Forest Avenue to add 1,013 square feet to the existing 2,035 square foot one-story home to the rear of the existing home, with variances requested for a 5-foot setback for the addition on the north in lieu of the 11 feet required and for a rear setback 15 feet in lieu of the required 25 feet.

Motion carried with a 7-0 vote.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Resolution_1645 Forest Avenue.doc](#)

ATTACHMENTS:

[Location Map.pdf](#)

ATTACHMENTS:

[1645 - 1.jpg](#)

ATTACHMENTS:

[1645 - 2.png](#)

ATTACHMENTS:

[1645 - 3.png](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY
LOCATED AT 1645 FOREST AVENUE, WINTER PARK, FLORIDA
AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER
OF HISTORIC PLACES.**

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1645 Forest Avenue with the existing home built in 1925 is an example of the American Craftsman Bungalow style architecture popular during that period.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1645 Forest Avenue as a historic resource on the Winter Park Register of Historic Places, such action being taken in concert with the approval by the Historic Preservation Board for side and rear setback variances as approved by the Historic Preservation Board.

SECTION 2. That the construction to the residence shall be eligible for the historic preservation incentive of city fee waiver for underground electric and discount on building permit fees.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2021.

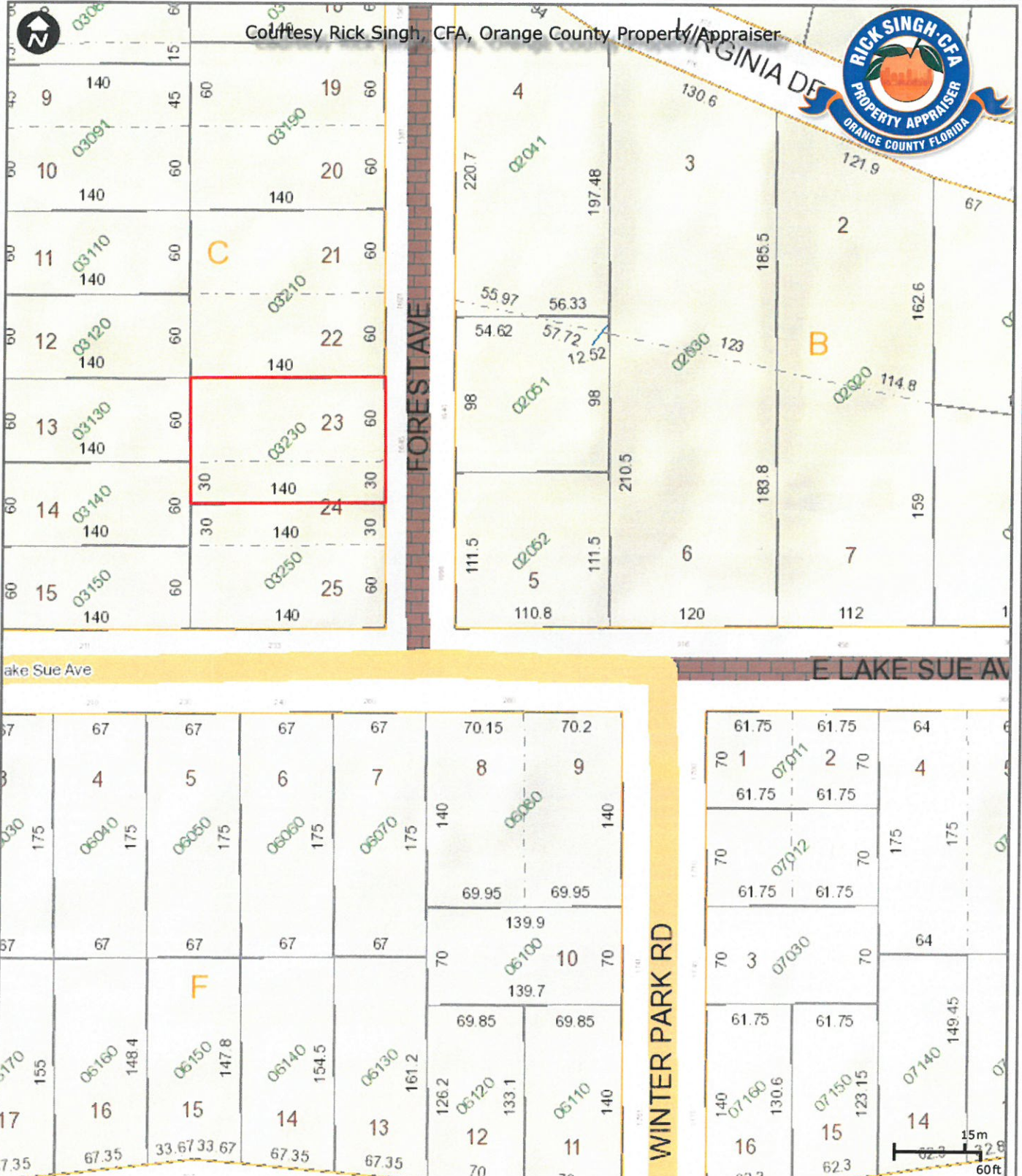
Steve Leary, Mayor

ATTEST:

City Clerk

OCA Web Map

	Florida turnpike		Major Roads		Proposed Road		Residential		Commercial/Industrial Vacant Land		Parks		6 Lot Number
	Interstate 4		Public Roads		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers		06060 Parcel Number
	Toll Road		Gated Roads		Block Line		Commercial/Institutional		Hydro		Building		3106 Parcel Address
	Road Under Construction		Lot Line		Governmental/Institutional/Misc		Waste Land		E Block Number		111.9 Parcel Dimensions		



Created: 1/4/2021

This map is for reference only and is not a survey.





American Craftsman-style bungalow in San Diego, California. Similar homes are common in older neighborhoods of many western American cities.

Years active 1890s–1930s

Influences Arts and Crafts movement



1645 FOREST AVE, WINTER PARK, FL 32789 8/10/2018 9:09 AM



City Commission **agenda item**

item type Public Hearings	meeting date February 24, 2021
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Resolution - Request of James Hendrickson and Shawn Layton to designate the property at 1310 Devon Road to the Winter Park Register of Historic Places.

motion / recommendation

Staff and the Historic Preservation Board Recommend Approval

background

James Hendrickson and Shawn Layton have voluntarily agreed to designate their home at 1310 Devon Road on the Winter Park Register of Historic Places. This home at 1310 Devon Road is an example of the Minimal Traditional architectural style applied to a residence as was popular when this home was built in 1941 along with many others in the Orwin Manor neighborhood. This one-story stucco wood frame dwelling has an attractive open front porch that adds aesthetic character and front yard appeal to the home.

This one-story home is a total of 1,956 square feet with 1,310 square feet of living space as a two-bedroom, two-bath residence with an attached garage in the rear and open front porch. While there are no plans to do so at this time, the home could be expanded to the rear to create a three-bedroom, two-bath home as was approved by the Historic Preservation Board at 1375 Buckingham Road.

The Minimal Traditional architectural style was popular during the 1930's and 1940's across the nation. Many people coming out of the depression era had limited financial resources and these plain and simple homes were functional and popular for allowing home ownership. While those with more financial resources during that era might have been able to afford the Craftsman or Bungalow style homes with more exterior ornamentation, there were many young couples or blue-collar workers who built to the Minimal Traditional style in order to achieve home ownership. Orwin Manor has many Minimal Traditional homes along with Spanish Mission styles that were also popular

during that era.

In this current residential market environment that emphasizes tear downs and rebuilds, this designation will insure that the scale and character of the original Orwin Manor homes remains in place. 1310 Devon Road was originally constructed in 1941 as part of the Orwin Manor development, retains its original architectural integrity and is qualified for listing on the Winter Park Register of Historic Places.

Historic Preservation Board Minutes – January 9, 2021

- HDA 21-02 Request by James Hendrickson and Darrell Layton to designate the property and building at 1310 Devon Road as an historic landmark on the Winter Park Register of Historic Places. The existing Minimal Traditional home was built in 1941. Zoned: R-1A.

Mr. Briggs provided a brief overview of the HDA 21-02 request. Mr. Briggs mentioned that it was a voluntary Historic designation of a minimal traditional architectural style home built in 1941 and zoned R-1A.

Staff recommendation was for approval.

No one was present from the public.

The Board expressed their appreciation and support of the owners to preserve the history of their home.

Motion made by Bob Schwetje, seconded by Anne Sallee, to approve the request by James Hendrickson and Darrell Layton to designate the property and building at 1310 Devon Road as an historic landmark on the Winter Park Register of Historic Places.

Motion carried with a 7-0 vote.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Resolution_1310 Devon Road.doc](#)

ATTACHMENTS:

[Map and Aerial.pdf](#)

ATTACHMENTS:

1310 - 1.jpg

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY
LOCATED AT 1310 DEVON ROAD, WINTER PARK, FLORIDA AS A
HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF
HISTORIC PLACES.**

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1310 Devon Road with the existing home built in 1941 is an example of the Minimal Traditional style architecture popular during that period.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1310 Devon Road as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2021.

Steve Leary, Mayor

ATTEST:

City Clerk

OCPA Web Map



Florida turnpike



Interstate 4



Toll Road

Major Roads

Public Roads

Gated Roads



Road Under Construction

Proposed Road



Block Line

Lot Line

Residential



Commercial/Institutional

Governmental/Institutional/Misc

Commercial/Industrial Vacant Land

Agricultural Curtilage

Hydro

Waste Land



Parks



Lakes and Rivers



Building

E Block Number

6 Lot Number

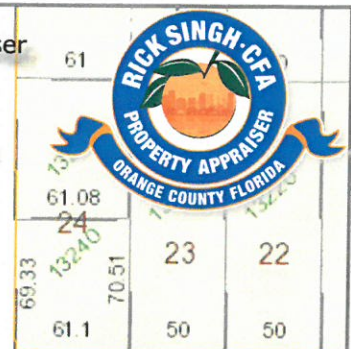
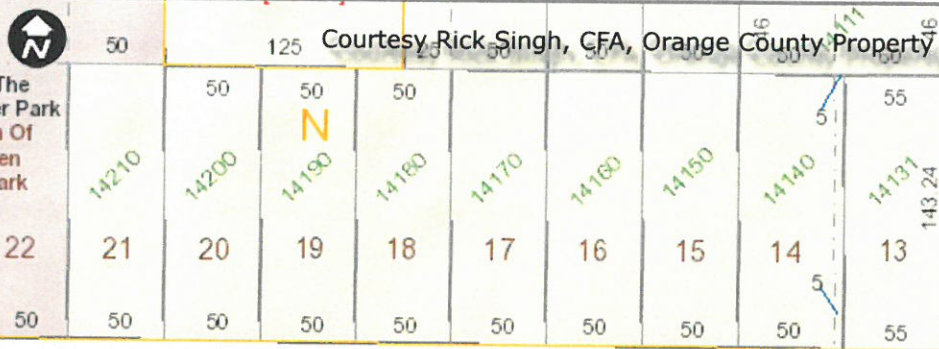
06060 Parcel Number

3106 Parcel Address

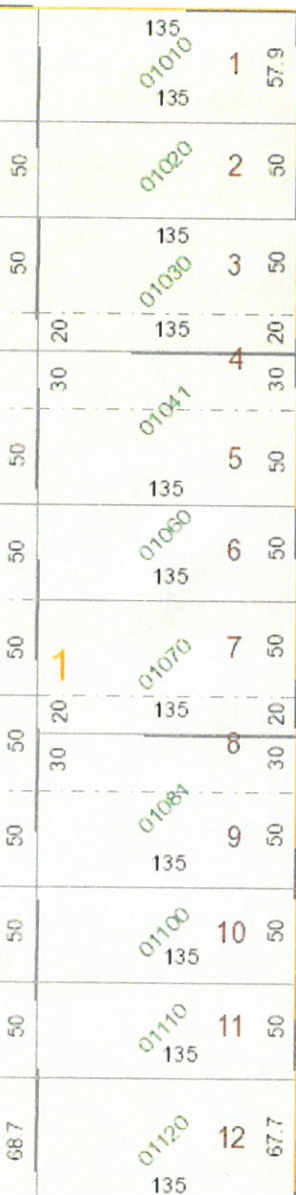
111.9 Parcel Dimension



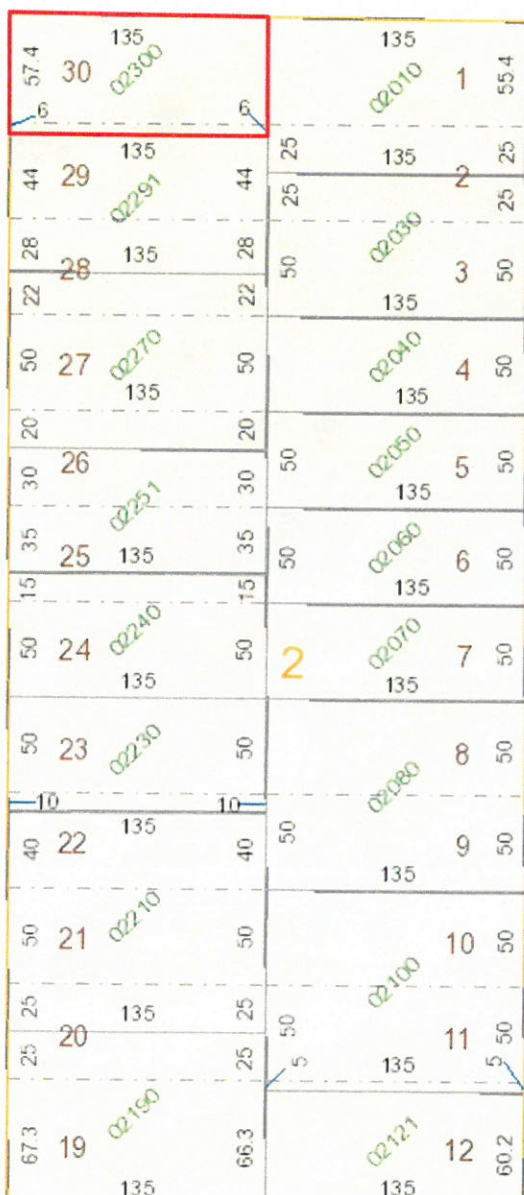
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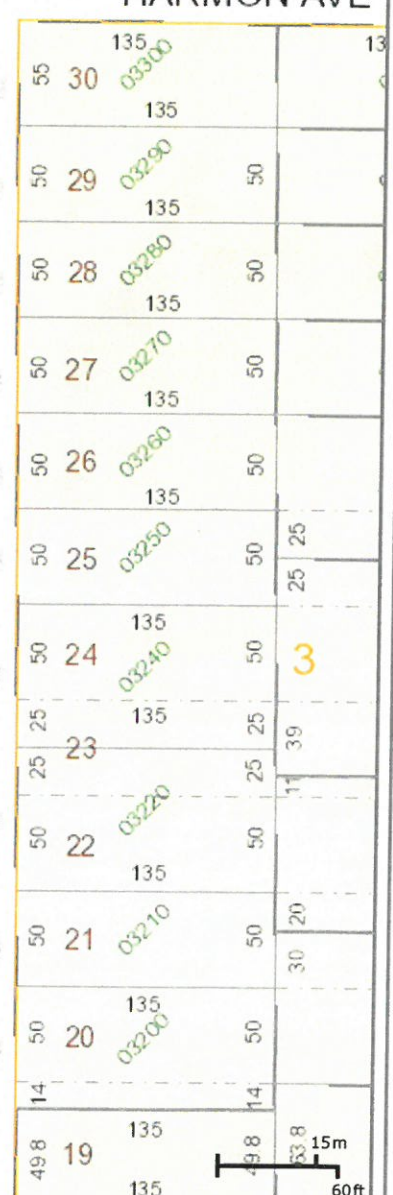
HARMON AVE



DEVON RD



PELHAM RD

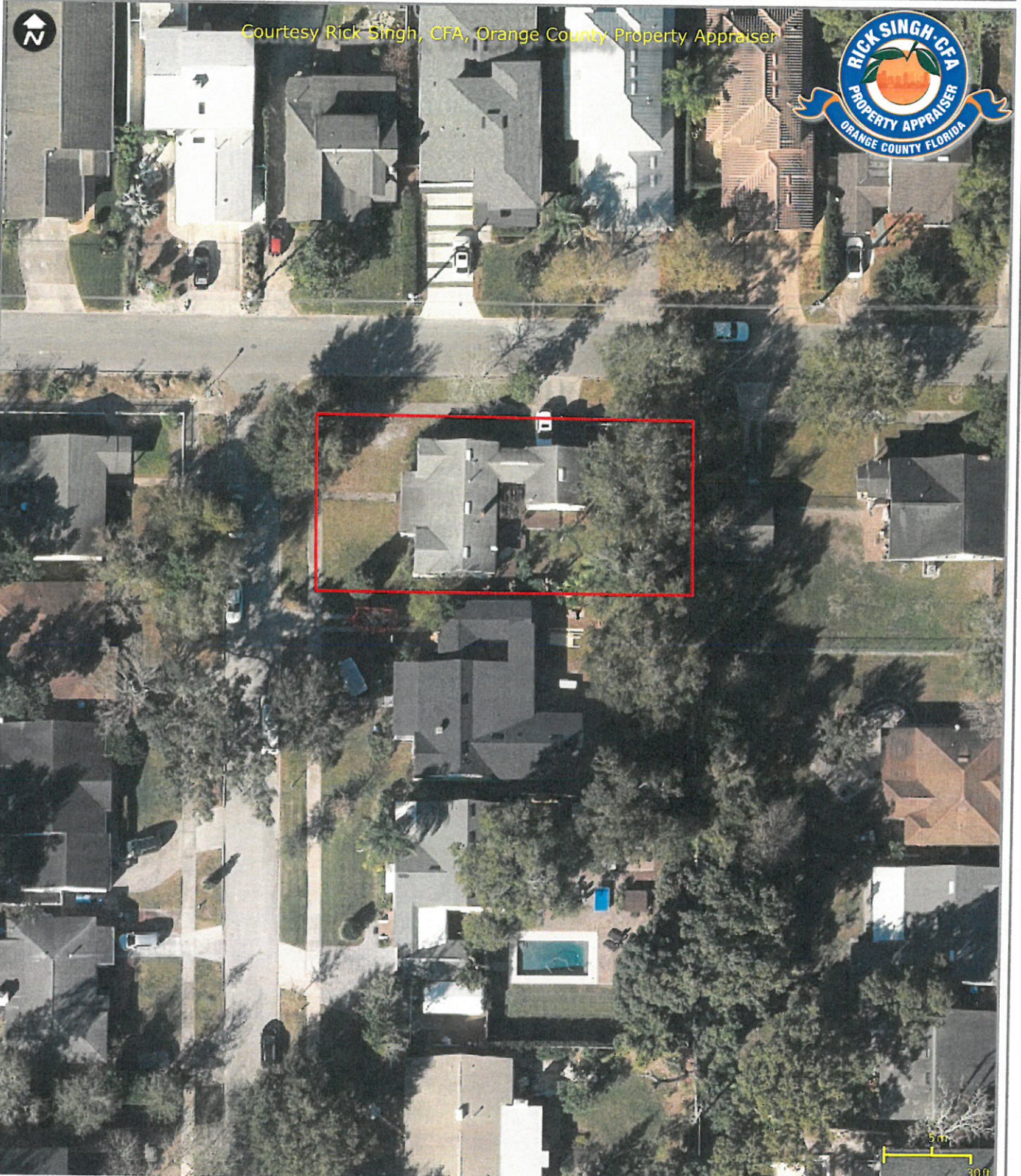


Created: 12/17/2020

This map is for reference only and is not a survey.

OCPA Web Map

OCA Web Map													
	Major Roads		Proposed Road		Residential		Commercial/Industrial Vacant Land		Parks	6	Lot Number		
	Florida turnpike		Public Roads		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers	06060	Parcel Number
	Interstate 4		Gated Roads		Block Line		Commercial/Institutional		Hydro		Building	3106	Parcel Address
	Toll Road		Road Under Construction		Lot Line		Governmental/Institutional/Misc		Waste Land	E	Block Number	111.9	Parcel Dimension



Created: 12/17/2020

This map is for reference only and is not a survey.



1310 DEVON RD, WINTER PARK, FL 32789 9/3/2020 10:01 AM



City Commission **agenda item**

item type Public Hearings	meeting date February 24, 2021
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Resolution - Request of Ernesto Brovelli and Celeste Wojtalewicz to designate their property at 1800 Forrest Road built in 1949 to the Winter Park Register of Historic Places.

motion / recommendation

Staff and the Historic Preservation Board Recommend Approval

background

The owners of 1800 Forrest Road (Ernesto Brovelli and Celeste Wojtalewicz) have voluntarily agreed to designate their home at 1800 Forrest Road, built in 1949, to the Winter Park Register of Historic Places. The existing one-story home is 2,155 square feet in size with a small 288 sq. ft. metal shed at the rear of the property. The 1949 design of this home combines elements of Ranch styling.

Historic Preservation Board minutes - January 9, 2021

- HDA 21-03 Request by Ernesto Brovelli and Celeste Wojtalewicz to designate the property and building at 1800 Forrest Road built in 1949 as a historic landmark on the Winter Park Register of Historic Places. Zoned: R-1AA.
- COR 21-02 Request by Ernesto Brovelli and Celeste Wojtalewicz for the property at 1800 Forrest Road to rebuild the existing, one-story, 288 square foot shed located in the rear of the property 3.8 feet from the side and rear property lines in lieu of the required 5-foot side and 10-foot rear setbacks. Zoned: R-1AA.

Mr. Briggs provided a brief overview of the request and led discussion of the item. He mentioned that it was a voluntary Historic designation of the existing home built in 1949 and zoned R-1AA. Mr. Briggs noted that the applicant was also seeking approval to rebuild an accessory structure in the rear of the lot with setback variances of 10-ft from the rear and 5-ft from the side.

Staff recommendation was for approval.

No one was present from the public.

The Board inquired about the setback and height allowances if the home was not designated, a possible overhead map of the property, plumbing for the accessory structure, and the requirements for if the applicant wanted to convert the accessory structure into a living space. Mr. Briggs and the applicant, Ernesto Brovelli (owner) addressed the Board's questions.

The Board expressed their appreciation for the applicant designating their home and keeping the accessory structure in close alignment with its existing design, scale, and use.

Motion made by Bob Schwetje, seconded by Drew Henner, to approve the request by Ernesto Brovelli and Celeste Wojtalewicz to designate the property and building at 1800 Forrest Road built in 1949 as a historic landmark on the Winter Park Register of Historic Places.

Motion carried with a 7-0 vote.

Motion made by Bob Schwetje, seconded by Drew Henner, to approve the request by Ernesto Brovelli and Celeste Wojtalewicz for the property at 1800 Forrest Road to rebuild the existing, one-story, 288 square foot shed located in the rear of the property 3.8 feet from the side and rear property lines in lieu of the required 5-foot side and 10-foot rear setbacks.

Motion carried with a 7-0 vote.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Resolution_1800 Forrest Road.doc](#)

ATTACHMENTS:

[Location Map.pdf](#)

ATTACHMENTS:

[1800 - 1.jpg](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY
LOCATED AT 1800 FORREST ROAD, WINTER PARK, FLORIDA AS
A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF
HISTORIC PLACES.**

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1800 Forrest Road with the existing home built in 1949 is an example of the American Ranch style architecture popular during that period.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1800 Forrest Road as a historic resource on the Winter Park Register of Historic Places, such action being taken in concert with the approval by the Historic Preservation Board for side and rear setback variances as approved by the Historic Preservation Board.

SECTION 2. That the construction to the residence shall be eligible for the historic preservation incentive of city fee waiver for underground electric and discount on building permit fees.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2021.

Steve Leary, Mayor

ATTEST:

City Clerk

OCPA Web Map

Florida turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital	

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 1/4/2021

This map is for reference only and is not a survey.



1800 FORREST RD, WINTER PARK, FL 32789 2/12/2018 10:23 AM



City Commission agenda item

item type Public Hearings	meeting date February 24, 2021
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Request of the City of Winter Park for:

item list

- An Ordinance to establish a Commercial Future Land Use on the seven lots annexed on Kentucky Avenue (1st Reading).
- An Ordinance to establish Commercial (C-3) Zoning on the seven lots annexed on Kentucky Avenue (1st Reading).

motion / recommendation

Staff and Planning & Zoning Board recommendation is for approval.

background

The City of Winter Park, recently annexed seven (7) vacant parcels at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue, into the City. Now the City needs to establish a Commercial Future Land Use designation in the Comprehensive Plan and Commercial (C-3) zoning on this property.

These properties are in the same ownership as the adjoining vacant properties that front on West Fairbanks Avenue. As unified properties under one jurisdiction, these properties can be redeveloped subject to the City's Land Development Code regulations. These properties are now zoned R-3 in Orange County but they are designated "Planned Development" in the Orange County Comprehensive Plan meaning that they can also be rezoned to planned development or commercial.

Planning & Zoning Board Minutes from February 2, 2021:

- CPA #21-02; RZ #21-02. Request to establish Commercial future land use and Commercial (C-3) zoning on seven lots annexed into the City at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue.

Mr. Briggs provided the Board a brief summary of the request. He noted that the

applicant had already annexed the lots included in the request as they were under the same ownership but in different jurisdictions, which prevented them from being redeveloped. Mr. Briggs mentioned that the annexed lots have R-2 zoning and are entitled to ask for commercial zoning since they were within Orange County.

Staff recommendation was for approval.

The Board briefly discussed the item and raised questions regarding the following:

- the zoning and land use designation of the property to the north of the annexed lots;
- possibility of future assembly of the lots into a larger lot;
- sewer service to the property;
- status of the parcels to the east of the lots;
- how the micro plan of a larger parcel concept for the lots came about;
- total square footage of all of the lots;
- possible issues and a written release with Orange County;
- the zoning and land use of the Skycraft property;
- and the reason for properties across from each other being of different zoning and the protections provided for them.

Mr. Briggs addressed the Board's questions and noted that Orange County agrees with keeping the lots under commercial zoning.

The Board heard public comment from the following resident:

Matthew Thilmony at 642 East Ridgewood Street, Orlando, FL 32803 addressed the Board. Mr. Thilmony explained that he owns the seven lots to the east of the applicant's lots and would like the City's help to annex three of the lots into Winter Park and change them to C-3 zoning.

No one else from the public wished to speak. The public hearing was closed.

Motion made by Richard James, seconded by Laura Turner, to approve establishment of Commercial future land use and Commercial (C-3) zoning on seven lots annexed into the City at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue.

Motion carried unanimously with a 7-0 vote.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Ord._Kentucky Lots_Comp. Plan FLU.doc](#)

ATTACHMENTS:

[Ord. Kentucky Lots_Zoning.doc](#)

ATTACHMENTS:

[2_Backup for Kentucky Lots.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTIES AT 2269/2267/2265/2263/2261/2259/2257 KENTUCKY AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the properties more particularly described herein has voluntarily requested annexation into the City of Winter Park and in compliance with Chapter 171, Florida Statutes, said property has been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, on February 2, 2021, the Planning and Zoning Board held a public hearing on the rezoning set forth herein and made a recommendation to the City Commission regarding such rezoning, and

WHEREAS, the City Commission finds that the rezoning set forth herein is consistent with the Comprehensive Plan and meets the requirements for rezoning under the City's Comprehensive Plan and land development regulations, and

WHEREAS, the establishment of municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to establish Commercial (C-3) district zoning on the annexed seven (7) parcels at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue, as also identified by Orange County Tax Parcel ID #s: 11-22-29-6180-01-320, 11-22-29-6180-01-330, 11-22-29-6180-01-340, 11-22-29-6180-01-350; 11-22-29-6180-01-360; 11-22-29-6180-01-370; 11-22-29-6180-01-380.

LOTS 32 through 38, BLOCK "A", OLYMPIA HEIGHTS ANNEX SUBDIVISION AS RECORDED IN PLAT BOOK "J", PAGE 83 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

SECTION 2. This Ordinance shall become effective immediately upon the effectiveness of the companion ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Commercial future land use..

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 _____, 2021.

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTIES AT 2269/2267/2265/2263/2261/2259/2257 KENTUCKY AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the properties more particularly described herein has voluntarily requested annexation into the City of Winter Park and in compliance with Chapter 171, Florida Statutes, said property has been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, on February 2, 2021, the Planning and Zoning Board held a public hearing on the rezoning set forth herein and made a recommendation to the City Commission regarding such rezoning, and

WHEREAS, the City Commission finds that the rezoning set forth herein is consistent with the Comprehensive Plan and meets the requirements for rezoning under the City's Comprehensive Plan and land development regulations, and

WHEREAS, the establishment of municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to establish Commercial (C-3) district zoning on the annexed seven (7) parcels at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue, as also identified by Orange County Tax Parcel ID #s: 11-22-29-6180-01-320, 11-22-29-6180-01-330, 11-22-29-6180-01-340, 11-22-29-6180-01-350; 11-22-29-6180-01-360; 11-22-29-6180-01-370; 11-22-29-6180-01-380.

LOTS 32 through 38, BLOCK "A", OLYMPIA HEIGHTS ANNEX SUBDIVISION AS RECORDED IN PLAT BOOK "J", PAGE 83 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

SECTION 2. This Ordinance shall become effective immediately upon the effectiveness of the companion ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Commercial future land use..

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 _____, 2021.

Mayor Steve Leary

Attest:

City Clerk

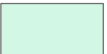


Annexation Request
Kentucky Avenue

City of Winter Park
Florida



WP Boundary



Proposed Annexations



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING
CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING"
AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL
(C-3) ZONING ON THE ANNEXED PROPERTIES AT
2269/2267/2265/2263/2261/2259/2257 KENTUCKY AVENUE, MORE
PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the owner of the properties more particularly described herein has voluntarily requested annexation into the City of Winter Park and in compliance with Chapter 171, Florida Statutes, said property has been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, the establishment of municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to establish Commercial (C-3) district zoning on the annexed seven (7) parcels at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue, as also identified by Orange County Tax Parcel ID #s: 11-22-29-6180-01-320, 11-22-29-6180-01-330, 11-22-29-6180-01-340, 11-22-29-6180-01-350; 11-22-29-6180-01-360; 11-22-29-6180-01-370; 11-22-29-6180-01-380.

LOTS 32 through 38, BLOCK "A", OLYMPIA HEIGHTS ANNEX SUBDIVISION AS RECORDED IN PLAT BOOK "J", PAGE 83 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

SECTION 2. This ordinance shall become effective 31 days after adoption. If this Ordinance or the related companion Ordinance amending the Comprehensive Plan for this property is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption, it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance such action is in compliance with Chapter 163, Florida Statutes.

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 _____, 2021.

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT 2269/2267/2265/2263/2261/2259/2257 KENTUCKY AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has officially annexed the properties more particularly described below in compliance with Chapter 171, Florida Statutes, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan future land use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to establish a Commercial future land use designation on the annexed properties comprised of seven (7) parcels at 2269/2267/2265/2263/2261/2259/2257 Kentucky Avenue, as also identified by Orange County Tax Parcel ID #s: 11-22-29-6180-01-320, 11-22-29-6180-01-330, 11-22-29-6180-01-340, 11-22-29-6180-01-350; 11-22-29-6180-01-360; 11-22-29-6180-01-370; 11-22-29-6180-01-380; and further described as:

LOTS 32 through 38, BLOCK "A", OLYMPIA HEIGHTS ANNEX SUBDIVISION AS RECORDED IN PLAT BOOK "J", PAGE 83 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

SECTION 2. This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

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 _____, 2021.

Mayor Steve Leary

Attest:

City Clerk



City Commission agenda item

item type Public Hearings	meeting date February 24, 2021
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Request of Lazarus Development Group, LLC for: (Tabled from January 27, 2021)

item list

Site plan approval, pursuant to the Commission condition tied to the Lake Killarney Shores replat to construct a new, two-story, 4,204 square foot, single-family home located at 520 Country Club Drive on Lake Killarney, zoned R-2.

motion / recommendation

Recommendation from staff and P&Z Board is for approval.

background

This request was tabled at the last Commission meeting so that the applicant and the affected neighbor could reach a signed agreement. The applicant has made several attempts to have the neighbor sign the attached agreement, however, the neighbor did not respond to the applicant prior to this packet being sent to the Commission. Staff has reviewed the agreement and is recommending that the Commission approve this request subject to the conditions offered by the applicant that are included within the agreement.

The City Commission does not usually approve lakefront site plan requests, however, this lot is part of the Lake Killarney shores replat that had a Commission condition that this lot (lot 9) and two other lots (lot 3 and 4) come before the Commission for final approval following a Planning & Zoning Board recommendation. Lots 3 and 4 have already been approved by the Commission, so this is the last remaining lot to be approved.

This request was heard at the November 2, 2020 Planning & Zoning Board meeting, but was denied to the concerns raised by the adjacent neighbor at 518 Country Club Drive (south of this lot). Following that meeting, the applicant and prospective property owners met with the adjacent neighbor at 518 Country Club Drive and submitted new plans based on their meeting to the Planning & Zoning Board for approval at their January 5, 2021 meeting. At that meeting the Planning & Zoning Board recommended approval of

the updated plans. Conditions of approval based on their meeting with the neighbor were also recommended.

Summary of Request

Lazarus Development Group (representing the property owners) is requesting site plan approval to construct a new, two-story, 4,204 square-foot, single-family home at 520 Country Club Drive, which is located on Lake Killarney, and is zoned R-2. This property measures 8,995 square feet, and is also known as Lot 9 of the Lake Killarney Shores replat that was approved by the Commission on April 9, 2018. Below is a table summarizing this request in comparison to the R-2 zoning/lakefront lot requirements.

Table 1:

	R-2/Lakefront Lot Requirements	Proposed
Floor Area Ratio	Max 55%	3,722 square feet/41%
Impervious Lot Coverage	Max 65%	4,947 square feet/55%
Lakefront Setback	64.3 feet	85 feet

***Total size is 4,204 square feet but the FAR excludes entry/balcony and outdoor living areas.**

Lakefront Lot Review Criteria:

Tree Preservation

The purpose and intent of the lakefront lots section of the code states that existing trees shall be preserved to the degree reasonably possible, and the appearance of the property and the shore when viewed from the water will be kept as natural as reasonably possible. As there are currently no trees located on this lot, the applicant is not proposing to remove any trees as part of this request. This criterion was not a concern at the November 2, 2020 meeting.

View from the Lake

The code limits walls and swimming pool decks facing the lake in excess of three feet in height. This lakefront review criterion was a concern of the neighbor at the November 2, 2020 meeting. Since then, the applicant has lowered the pool deck an additional 11

inches so that the deck is now approximately 0.7 inches above the existing grade, well below the three-foot height maximum.

Due to lowering their pool deck an additional 11 inches, this put their outdoor patio and pool deck on two different levels and made their outdoor patio narrower. In this current application, the applicants are requesting a five (5) foot front setback variance to add width onto their outdoor patio. This five (5) foot front setback variance is agreed to by the affected neighbor (518 Country Club Drive) in the attached letter. Staff does not see a concern with this front setback variance as requested, as it ultimately moves the home further away from the lakefront on the side of the lot closest to 518 Country Club Drive due to the curvature of the lake, and the size of the home (FAR) remains the same.

View of Neighbors

The purpose and intent of the lakefront lots section of the code is to ensure that the views of the lake from adjoining properties will not be unduly impaired by new houses, additions, second story additions, etc. In order to achieve this, the code states that the lakefront setback shall be the average established by the adjacent lakefront properties within 200 feet of the subject property, or a 50-foot setback, whichever is greater. However, the P&Z Board does have the authority to approve setbacks less than the average determined, or impose more restrictive setbacks.

During the replat of this Lake Killarney Shores subdivision, there was significant discussion about the lakefront views of the adjoining neighbors to this subdivision at both the P&Z Board and City Commission meetings. At the Commission meeting, it was decided that the lakefront average setback will be established by the setback of the existing homes along the lake within 200 feet of each request (even though they have subsequently been demolished).

Staff has determined that the average lakefront setback for this lot (known as Lot 9 of the attached plat) is approximately 64.3 feet from the lake (see attached analysis). The applicant/builder is proposing an 85-foot setback at the closest point from the lake to the home, which is significantly more than the average setback determined by staff. Additionally, a 50-foot setback to the pool deck is requested.

The applicant has provided a letter signed by the developer/owner of the Lake Killarney replat properties nearest to this lot and also signed by the nearest affected (non-developer owned property) neighbor to this lot (owner of 518 Country Club Drive), that states an agreed-upon building setback of 85 feet from the lake, and a 50-foot pool/deck setback.

Another concern at the November 2, 2020 meeting was that the owner of these replatted properties had previously brought in fill dirt to this lot, and caused it to be noticeably higher than the neighboring property at 518 Country Club Drive. Attached is a signed

affidavit stating that no fill dirt has been brought to this property.

Stormwater Retention

The code requires retention of stormwater so that stormwater flowing over a waterfront lawn area does not carry any fertilizers, herbicides, or other chemicals that into the canal or chain of lakes that may affect the water quality of our community's most precious assets. The amount of impervious surface on the lot determines the depth/size of the retention needed. The applicant is proposing a storm water swale near the lakefront that is sized to meet code requirements.

Due to the concern of the neighboring property at 518 Country Club Drive regarding runoff from this property affecting their lot, the applicant has agreed to install roof drains and underground pipes to carry the stormwater runoff from their roof down to the stormwater swale near the lakefront.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[2_backup for 520 Country Club Drive.pdf](#)

ATTACHMENTS:

[Final Copy of Letter Agreement -Robold 520 Country Club Drive \(003\).docx](#)



LOCATION MAP

520 Country Club Drive

City of Winter Park
Florida





LOCATION MAP

520 Country Club Drive

City of Winter Park
Florida



To the City of Winter Park Planning & Zoning Commission,

My name is Jennifer, I would like to introduce you to myself and my husband Alex. We have each lived in Central Florida for the past 15 years and love calling the community our home. Alex works in finance for Charles Schwab and I am in management for a technology company, Finastra, which is headquartered in Lake Mary. We were married in 2018.

We have always loved spending time in Winter Park and dreamt of the day that we would be able to call this beautiful city our home. We are both lovers of the arts, nature, and good food – which led us to fall further in love with and wanting to become part of your community. We are passionate about volunteering and have even started our own family foundation so we can one day give to enhance the community for future generations to come.

Alex and I are both planners. We have rigorously saved our entire lives to one day be able to afford building our dream home. We were over the moon when we discovered Lake Killarney Shores. We were even more excited to discover there was one last lakefront lot – a beautiful piece of land overlooking the cypress trees and serenity of Lake Killarney. We immediately listed our home in College Park and sold it within a few days, preparing for the big adventure.

Alex and I believe in conservation, respecting rules, and respecting community. We understand and appreciate that Winter Park takes extra consideration in ensuring new development does not encroach upon existing neighbors or nature (such as specified setbacks, building guidelines etc.). We also understand that our specific lot went under even further consideration to extend setbacks as a courtesy to the neighboring homeowner – approved at their request.

After months of planning, following the pre-established rules, and pouring our soul into the project we were saddened to hear our home was not approved at the Planning & Zoning meeting on November 2nd. We learned that the neighboring homeowner who owns the rental property next to our lot came forward with new considerations over and above what they originally asked for, understood, and agreed to. We want to have good relationships with all of our neighbors and have tried extremely hard to properly follow all rules so the neighborhood is enjoyed by all.

Our ask is that this committee and board recognize we have tried our best to follow the rules and be respectful Winter Park residents. We also ask you to recognize how challenging this is for us as we are chasing a *now* moving target that had already been agreed upon. We do not know how long the delays can go on for or where to go from here. We fear we, nor anyone else, may ever be able to make our neighbor 100% happy. Since the unexpected delay in approvals, we will begin facing a \$600 weekly charge to delay our closing with our lender which is scheduled for December 22nd.

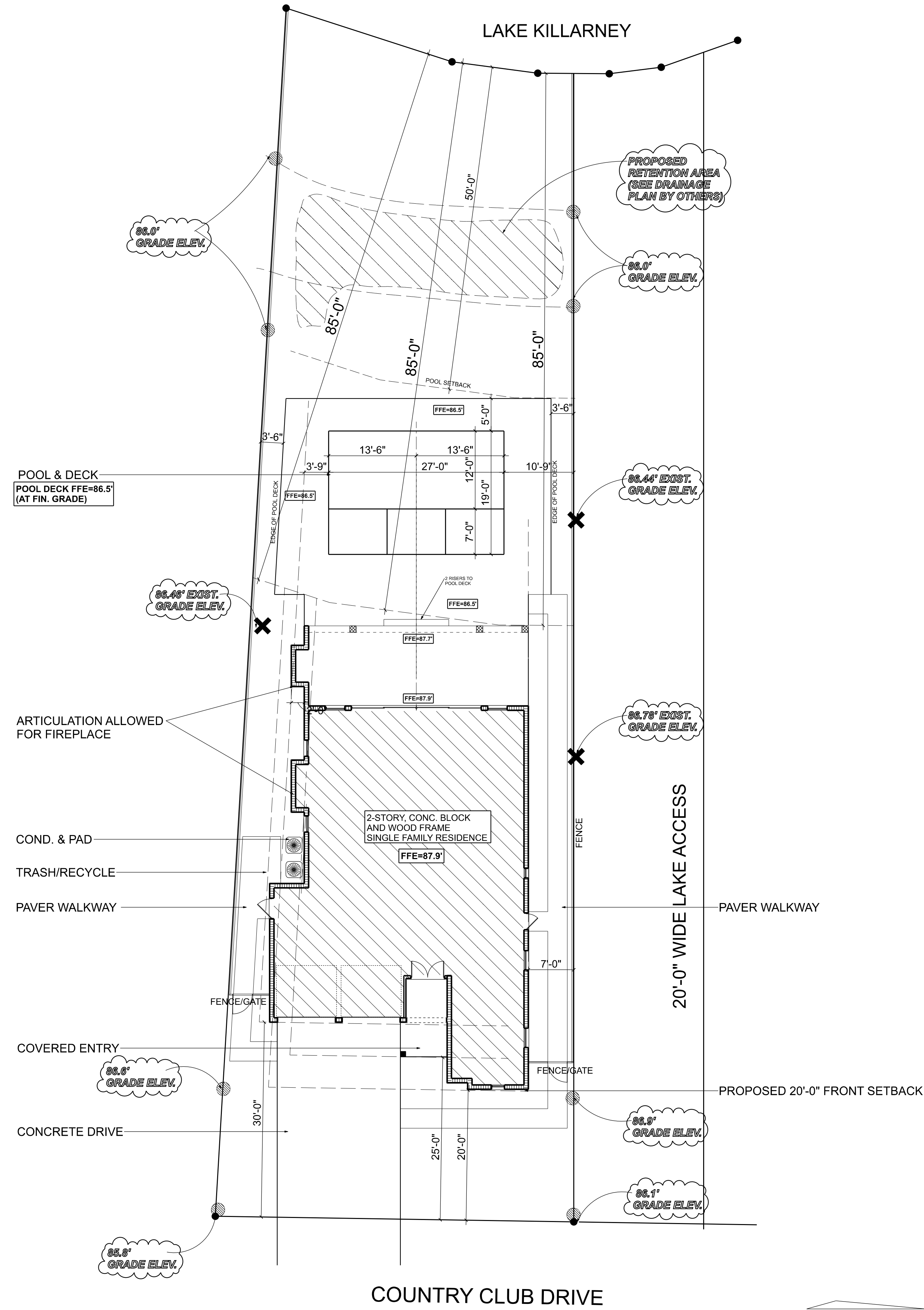
After following the rules and even agreeing to additional requests after the November 2nd meeting to keep our neighbor happy, we would like permission to move forward and build our dream home that fits within Winter Park guidelines.

Thank you for your consideration,

Jennifer & Alex Benedetti

Hopeful future 520 Country Club Drive, Winter Park, FL 32789 residents



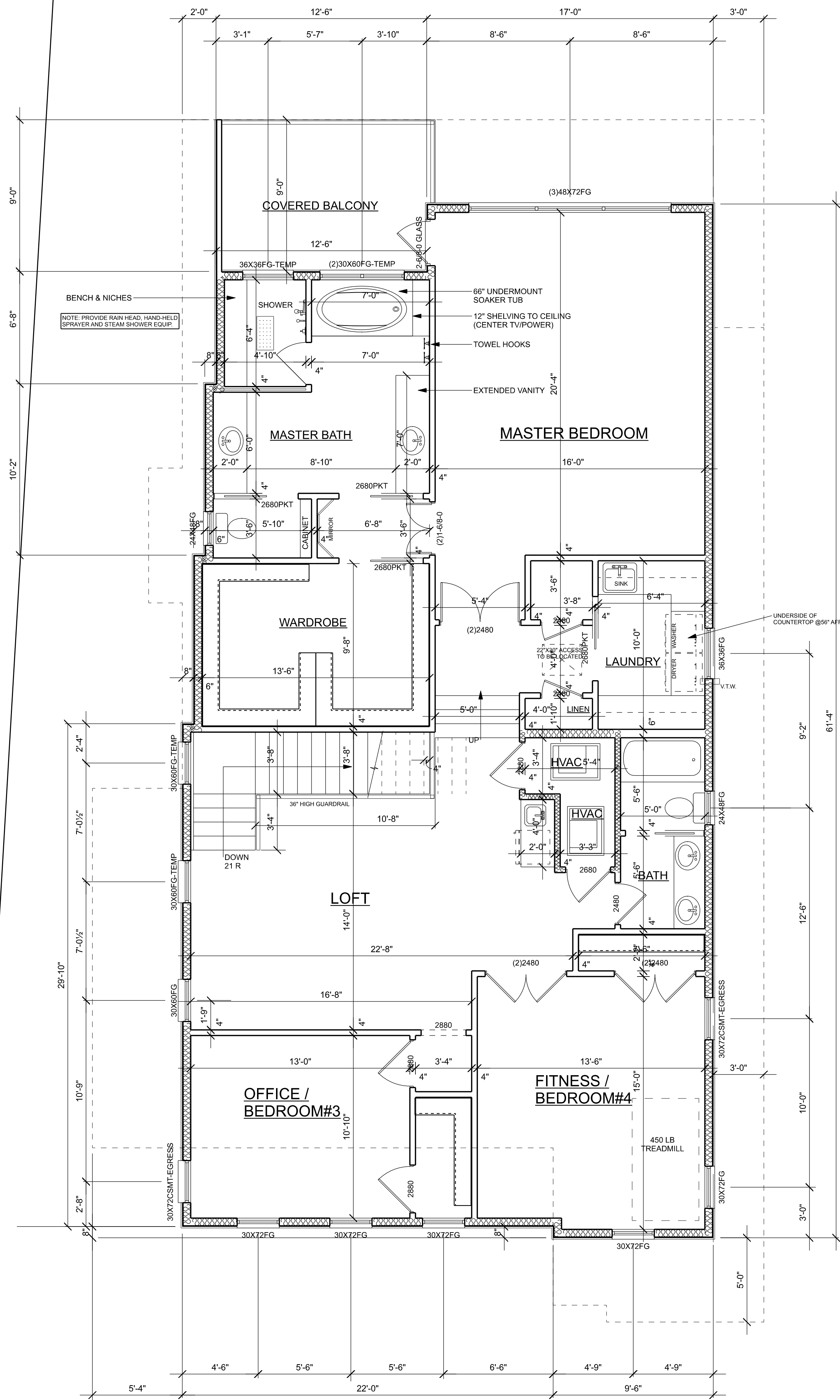


LOT 9 AREA TABULATIONS	
LOT AREA	8995 SF
FAR ALLOWED (55%)	4947 SF
FIRST FLOOR A/C	1424 SF
SECOND FLOOR A/C	1826 SF
TOTAL A/C	3250 SF
GARAGE/STORAGE	472 SF
TOTAL FAR	3722 SF
ENTRY	72 SF
COVERED LANAI	320 SF
COVERED BALCONY	90 SF
TOTAL UNDER ROOF	4204 SF

LOT AREA	8995 SF
SETBACKS	
FRONT-1ST FLOOR	25'
FRONT-2ND FLOOR	30'
FRONT-GARAGE	35'
REAR	70'
SIDE HOUSE	7'
SIDE-2ND FLOOR	10'
SIDE-GARAGE	5'

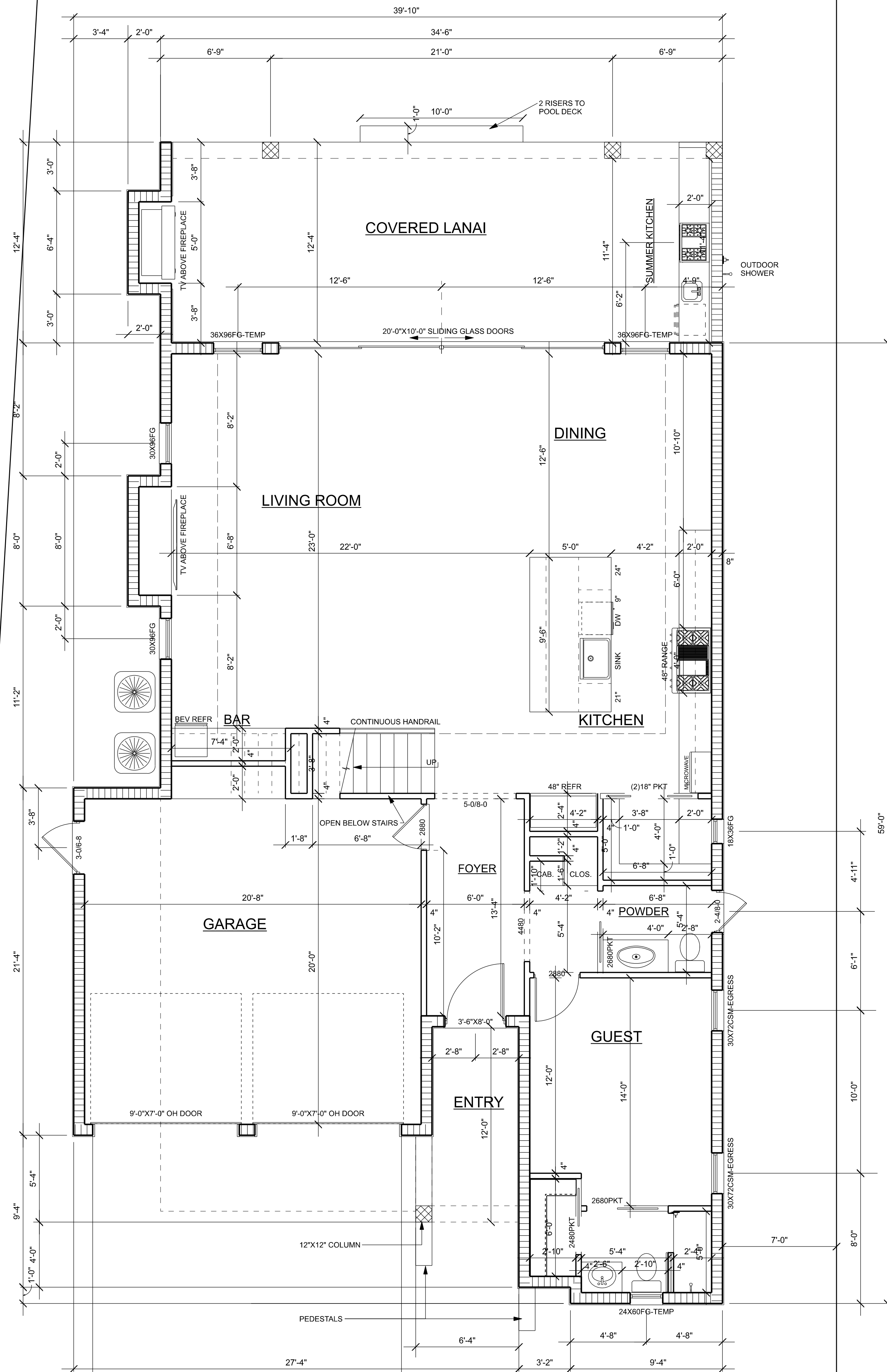
ALLOWED IMPERVIOUS (65%)	5846 SF
PROPOSED IMPERVIOUS (BELOW)	
HOUSE COVERAGE	2288 SF
DRIVE/WALK	1042 SF
POOL/DECK	1360 SF
A/C PADS	18 SF
TOTAL LOT COVERAGE	4808 SF

PRELIMINARY SITE PLAN-VARIANCE APP
SCALE: 1" = 10'-0"

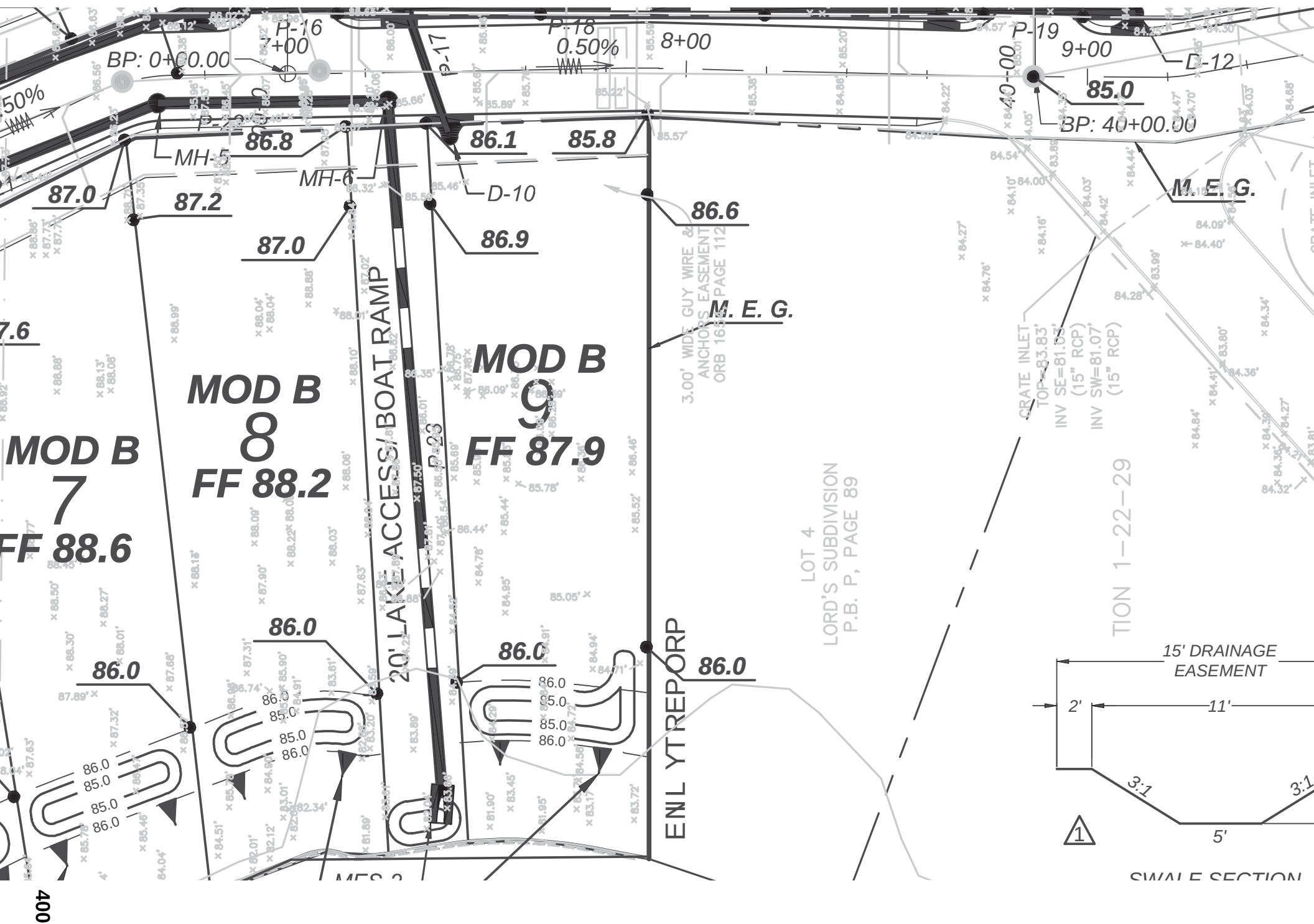


SECOND FLOOR PLAN-VARIANCE APP
SCALE: 1/4" = 1'-0"

LOT 9 AREA TABULATIONS	
FIRST FLOOR A/C	1459 SF
SECOND FLOOR A/C	1841 SF
TOTAL A/C	3300 SF
GARAGE/STORAGE	
422 SF	
TOTAL FAR	3722 SF
ENTRY	
72 SF	
COVERED LANAI	320 SF
COVERED BALCONY	90 SF
TOTAL UNDER ROOF	4204 SF



FIRST FLOOR PLAN-VARIANCE APP
SCALE: 1/4" = 1'-0"

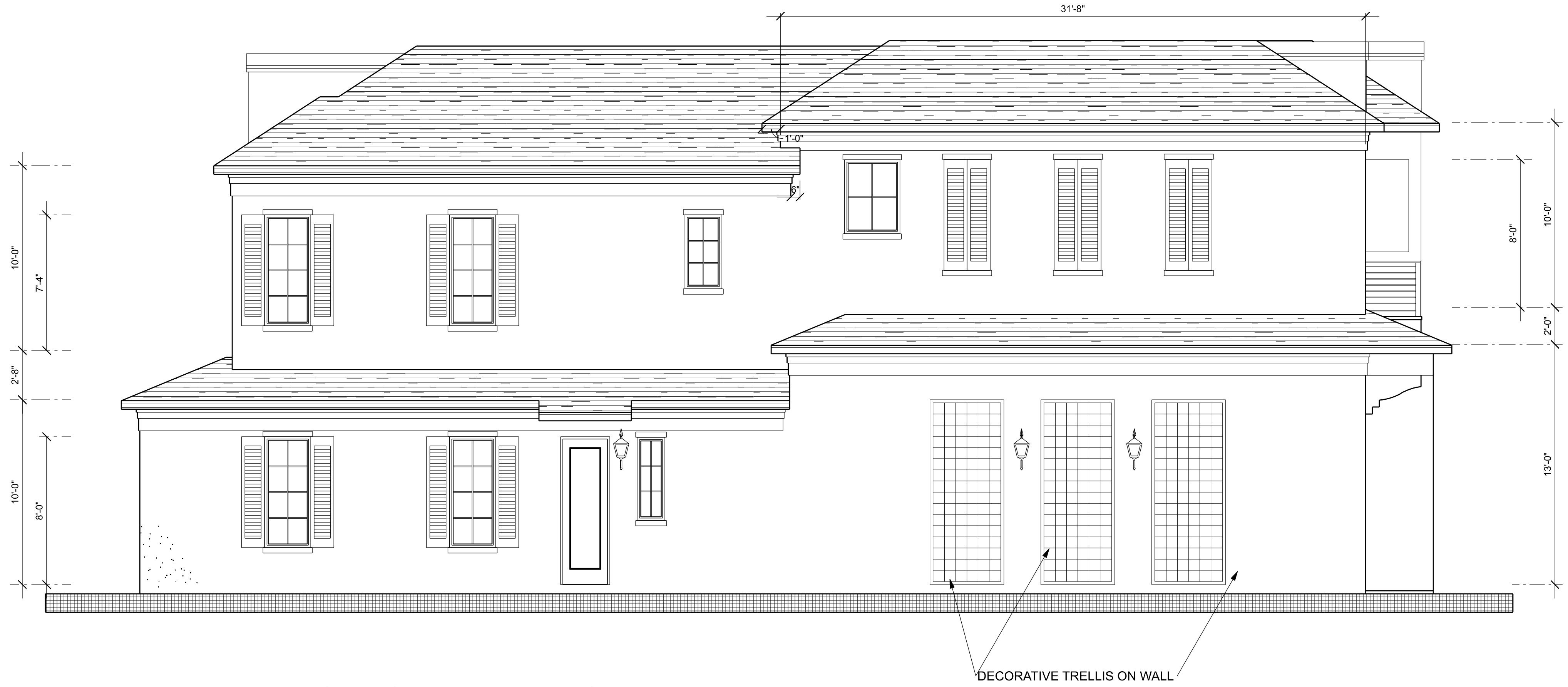




LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

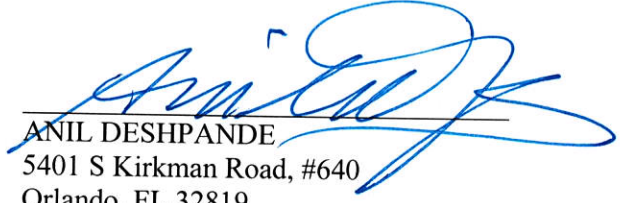
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared **ANIL DESHPANDE**, who first being duly sworn, deposes and says:

1. That Affiant is over the age of eighteen (18) years and has personal knowledge of the facts herein contained.
2. Affiant is the developer of the property located at 520 County Club Drive, Winter Park, FL 32789, which is identified as Lot 9 within the Lake Killarney Shores Plat, Plat Book 95, Page 38, Orange County, FL (the "Property").
3. Affiant states that it is his knowledge and understanding that there was no dirt or fill brought onto the Property prior to or during the recent construction of the residential home on the Property.
4. That Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to a document.

FURTHER AFFIANT SAYETH NOT.


ANIL DESHPANDE
5401 S Kirkman Road, #640
Orlando, FL 32819

The foregoing instrument was sworn to and subscribed before me, by means of physical presence, this 9th day of DECEMBER, 2020, by Anil Deshpande, who ☒ is personally known to me or who has produced as identification.


NOTARY PUBLIC
MY COMMISSION EXPIRES:
NOTARY SEAL



BRENDA FURBUSH
Commission # GG 986751
Expires September 3, 2024
Bonded Thru Budget Notary Services

LAKE KILLARNEY SHORES

SHEET 1 OF 3

BEING A REPLAT OF PORTIONS OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89,
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCELS OF LAND BEING A PORTION OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(1ST DESCRIBED)

BEGIN AT A IRON PIPE (NO ID) MARKING THE NORTHEAST CORNER OF THAT PARTICULAR PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6449, PAGE 2972, (FOR A POINT OF REFERENCE, SAID POINT IS THE FOLLOWING THREE (3) COURSES FROM THE NORTHEAST CORNER OF SAID LOT 1, LORD'S SUBDIVISION: (1) SOUTH 88°48'25" WEST, A DISTANCE OF 192.85 FEET; (2) SOUTH 00°08'22" EAST, A DISTANCE OF 270.14 FEET, AND (3) NORTH 88°48'25" EAST, A DISTANCE OF 165.00 FEET). THENCE, FROM SAID **POINT OF BEGINNING**, RUN SOUTH 00°51'00" EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 4184, PAGE 1708 AND BOOK 10684, PAGE 7897, FOR A DISTANCE OF 115.36 FEET; THENCE RUN SOUTH 00°00'00" EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 10684, PAGE 7897, BOOK 7711, PAGE 4825, AND BOOK 9605, PAGE 2646, FOR A DISTANCE OF 199.59 FEET; THENCE CONTINUE SOUTH 20°28'36" EAST, ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 12.83 FEET; THENCE CONTINUE SOUTH 69°08'54" WEST, FOR A DISTANCE OF 4.80 FEET; THENCE RUN SOUTH 00°00'00" EAST ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 9605, PAGE 2646; BOOK 10658, PAGE 3768; BOOK 10450, PAGE 32; BOOK 9838, PAGE 8700; AND BOOK 9247, PAGE 4865, FOR A DISTANCE OF 506.96 FEET TO A POINT ON THE NORTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4425, PAGE 366; THENCE RUN NORTH 89°32'17" WEST, ALONG SAID NORTH PROPERTY LINE, FOR A DISTANCE OF 27.80 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 00°01'28" WEST, ALONG THE WESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 119.05 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE); THENCE RUN SOUTH 00°01'28" WEST, ALONG THE WESTERLY LINE OF SAID PROPERTY (COUNTRY CLUB DRIVE) THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 82°56'13" WEST, FOR A DISTANCE OF 43.61 FEET; (2) NORTH 67°02'46" WEST, FOR A DISTANCE OF 32.85 FEET; (3) NORTH 44°29'39" WEST, FOR A DISTANCE OF 29.31 FEET; (4) NORTH 19°26'25" WEST, FOR A DISTANCE OF 36.63 FEET; (5) NORTH 10°13'52" WEST, FOR A DISTANCE OF 160.05 FEET; (6) NORTH 00°07'50" EAST, FOR A DISTANCE OF 260.46 FEET; (7) NORTH 21°40'44" WEST, FOR A DISTANCE OF 80.00 FEET; (8) NORTH 19°29'40" WEST, FOR A DISTANCE OF 100.16 FEET TO THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9750, PAGE 4747; THENCE DEPARTING SAID EASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), RUN NORTH 63°30'30" EAST, ALONG THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9750, PAGE 4747, FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 24°01'54" WEST, ALONG THE EASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 138.85 FEET TO THE MOST NORTHERLY CORNER OF SAID PROPERTY; THENCE NORTH 55°10'58" WEST, FOR A DISTANCE OF 23.45 FEET TO A POINT ON THE EAST LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746; THENCE RUN NORTH 00°08'22" WEST, ALONG THE EAST PROPERTY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746 AND OFFICIAL RECORDS BOOK 10658, PAGE 4875, FOR A DISTANCE OF 83.56 FEET TO THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE). SAID POINT DESIGNATED HEREIN AS REFERENCE POINT "A". THENCE RUN NORTH 88°48'25" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY (ELLEN DRIVE) AND THE SOUTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 10056, PAGE 9292, FOR A DISTANCE OF 165.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 145,116 SQUARE FEET OR 3.331 ACRES, MORE OR LESS.

ALONG WITH (2ND DESCRIBED):

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A", BEING THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE); THENCE RUN SOUTH 63°27'11" WEST, FOR A DISTANCE OF 75.47 FEET TO THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10948, PAGE 2596, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A **POINT OF BEGINNING**; THENCE RUN SOUTH 48°02'57" WEST, FOR A DISTANCE OF 23.45 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 135.24 FEET TO THE NORTHEASTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE). SAID POINT DESIGNATED HEREIN AS REFERENCE POINT "B". THENCE NORTH 49°27'42" WEST, ALONG SAID NORTHEASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), FOR A DISTANCE OF 129.41 FEET; TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9744, PAGE 4872; THENCE NORTH 47°05'24" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 158.91 FEET TO THE MOST EASTERLY CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ON THE WESTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10658, PAGE 4875; THENCE SOUTH 37°31'42" EAST, ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF 112.20 FEET; THENCE SOUTH 47°41'20" EAST, CONTINUING ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF 19.19 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 18,880 SQUARE FEET, OR 0.433 ACRES, MORE OR LESS.

ALONG WITH (3RD DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT "B", THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE SOUTH 43°49'00" EAST, ALONG SAID SOUTHWESTERLY PROPERTY LINE, FOR A DISTANCE OF 102.04 FEET; THENCE SOUTH 22°14'49" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 33.39 FEET TO THE **POINT OF BEGINNING**; THENCE RUN SOUTH 22°14'49" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 180.00 FEET TO AN ANGLE BREAK; THENCE SOUTH 26°43'08" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 45.70 FEET TO AN ANGLE BREAK; THENCE SOUTH 02°25'21" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 128.20 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6538, PAGE 4203; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 186.31 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE OF LAKE KILLARNEY, THE FOLLOWING SIXTEEN (16) COURSES: (1) NORTH 14°46'36" EAST, FOR A DISTANCE OF 26.86 FEET; (2) NORTH 04°48'08" EAST, FOR A DISTANCE OF 13.31 FEET; (3) NORTH 02°52'30" WEST, FOR A DISTANCE OF 11.03 FEET; (4) NORTH 10°29'47" WEST, FOR A DISTANCE OF 8.06 FEET; (5) NORTH 22°47'37" WEST, FOR A DISTANCE OF 12.48 FEET; (6) NORTH 01°03'57" WEST, FOR A DISTANCE OF 10.96 FEET; (7) NORTH 13°32'39" WEST, FOR A DISTANCE OF 15.09 FEET; (8) NORTH 18°51'49" WEST, FOR A DISTANCE OF 40.94 FEET; (9) NORTH 25°09'04" WEST, FOR A DISTANCE OF 14.95 FEET; (10) NORTH 30°03'30" WEST, FOR A DISTANCE OF 23.57 FEET; (11) NORTH 32°19'44" WEST, FOR A DISTANCE OF 24.01 FEET; (12) NORTH 20°34'10" WEST, FOR A DISTANCE OF 18.67 FEET; (13) NORTH 24°51'44" WEST, FOR A DISTANCE OF 28.28 FEET; (14) NORTH 23°52'10" WEST, FOR A DISTANCE OF 17.25 FEET; (15) NORTH 31°28'23" WEST, FOR A DISTANCE OF 24.16 FEET; (16) NORTH 27°08'50" WEST, FOR A DISTANCE OF 6.15 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 2836; THENCE RUN NORTH 71°31'12" EAST, ALONG SAID SOUTHERLY PROPERTY LINE, FOR A DISTANCE OF 190.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 25,008 SQUARE FEET, OR 0.574 ACRES, MORE OR LESS.

ALONG WITH (4TH DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT "B", THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE SOUTH 43°49'00" EAST, ALONG SAID SOUTHWESTERLY PROPERTY LINE, FOR A DISTANCE OF 102.04 FEET; THENCE SOUTH 22°14'49" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 33.39 FEET TO THE **POINT OF BEGINNING**; THENCE RUN SOUTH 22°14'49" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 180.00 FEET TO AN ANGLE BREAK; THENCE SOUTH 26°43'08" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 45.70 FEET TO AN ANGLE BREAK; THENCE SOUTH 02°25'21" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 128.20 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6538, PAGE 4203; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 186.31 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE OF LAKE KILLARNEY, THE FOLLOWING SIXTEEN (16) COURSES: (1) NORTH 14°46'36" EAST, FOR A DISTANCE OF 26.86 FEET; (2) NORTH 04°48'08" EAST, FOR A DISTANCE OF 13.31 FEET; (3) NORTH 02°52'30" WEST, FOR A DISTANCE OF 11.03 FEET; (4) NORTH 10°29'47" WEST, FOR A DISTANCE OF 8.06 FEET; (5) NORTH 22°47'37" WEST, FOR A DISTANCE OF 12.48 FEET; (6) NORTH 01°03'57" WEST, FOR A DISTANCE OF 10.96 FEET; (7) NORTH 13°32'39" WEST, FOR A DISTANCE OF 15.09 FEET; (8) NORTH 18°51'49" WEST, FOR A DISTANCE OF 40.94 FEET; (9) NORTH 25°09'04" WEST, FOR A DISTANCE OF 14.95 FEET; (10) NORTH 30°03'30" WEST, FOR A DISTANCE OF 23.57 FEET; (11) NORTH 32°19'44" WEST, FOR A DISTANCE OF 24.01 FEET; (12) NORTH 20°34'10" WEST, FOR A DISTANCE OF 18.67 FEET; (13) NORTH 24°51'44" WEST, FOR A DISTANCE OF 28.28 FEET; (14) NORTH 23°52'10" WEST, FOR A DISTANCE OF 17.25 FEET; (15) NORTH 31°28'23" WEST, FOR A DISTANCE OF 24.16 FEET; (16) NORTH 27°08'50" WEST, FOR A DISTANCE OF 6.15 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 2836; THENCE RUN NORTH 71°31'12" EAST, ALONG SAID SOUTHERLY PROPERTY LINE, FOR A DISTANCE OF 190.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 58,782 SQUARE FEET, OR 1.349 ACRES, MORE OR LESS.

FOR AN AGGREGATE TOTAL OF 247,786 SQUARE FEET, OR 5.688 ACRES, MORE OR LESS.

TOGETHER WITH THAT CERTAIN EASEMENT RECORDED IN O.R. BOOK 3282, PAGE 2096, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

TOGETHER WITH THAT DECLARATION OF ACCESS AND UTILITY EASEMENT RECORDED IN O.R. BOOK 7464, PAGE 1949, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



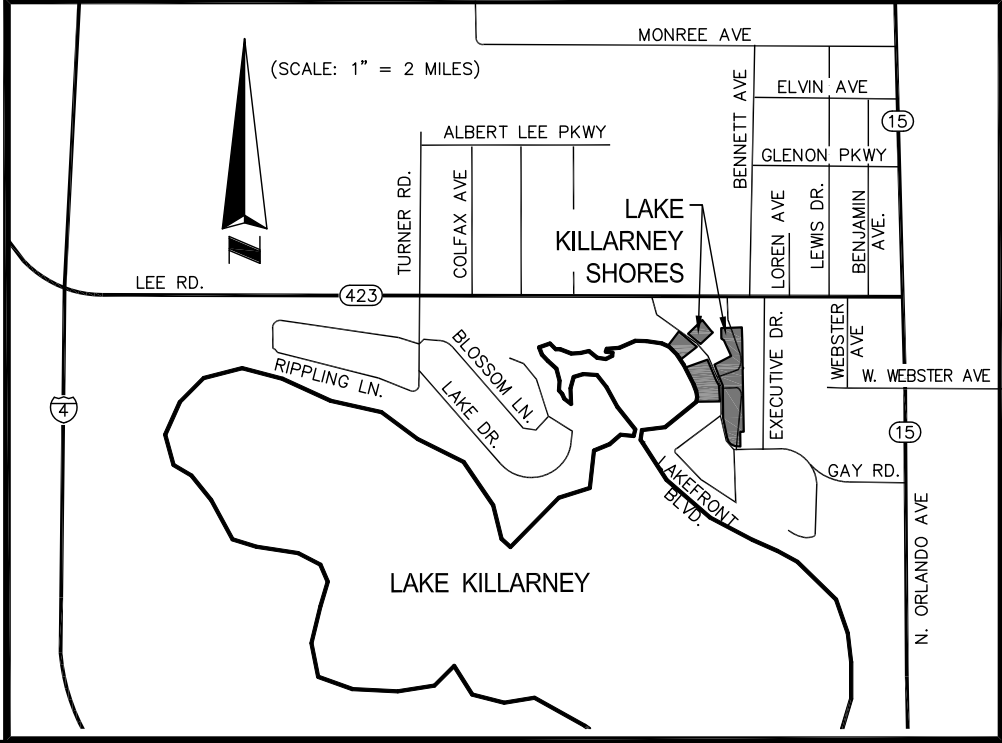
NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AS PER 177.091 (27) F.A.C.

SURVEYOR'S NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON A PORTION OF THE MONUMENTED WESTERLY LINE OF COUNTRY CLUB DRIVE (SEE MAP SHEET 2 OF 3), PER OFFICIAL RECORDS BOOK 9126, PAGE 2378, AS HAVING A BEARING OF S 48°42'32" E, AND AS PER SURVEY MAP PROVIDED BY THE CITY OF WINTER PARK, PREPARED BY: HENRICH, TROTTER, CARTER & AYERS, INC., DATED 12/17/99, CERTIFIED BY: G.L.CARTER, REGISTERED LAND SURVEYOR NO. 2435, DATE: 5/15/01.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (SECTION 177.091 (28), FLORIDA STATUTES).
- DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC. FOR THE OPERATION, MAINTENANCE AND REPAIR OF THE SUBDIVISION'S STORMWATER MANAGEMENT AND DRAINAGE SYSTEM.
- UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF WINTER PARK AND TO OTHER PUBLIC UTILITY SERVICE PROVIDERS FOR THE OPERATION, INSTALLATION, MAINTENANCE, AND REPAIR OF UTILITIES OF EVERY TYPE. THE CITY OF WINTER PARK SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IT INSTALLS OR ACCEPTS WITHIN ANY OF THE UTILITY EASEMENTS DEPICTED ON THIS PLAT, AND THE CITY SHALL NOT HAVE ANY RESPONSIBILITY FOR MAINTENANCE OF THE EASEMENTS FOR ANY OTHER PURPOSE, INCLUDING IN REGARD TO THE SURFACE IMPROVEMENTS, SOD AND LANDSCAPING AND UTILITIES OWNED BY OTHERS. THE CITY OF WINTER PARK'S UTILITY EASEMENT RIGHTS SHALL BE SUPERIOR TO THAT OF OTHER UTILITY OWNERS IN THE EVENT OF A CONFLICT.
- THE CITY OF WINTER PARK AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, TRACT "A" AND DRAINAGE EASEMENTS INCLUDING, WITHOUT LIMITATION THE DRAINAGE SYSTEMS CONSTRUCTED THEREON. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF WINTER PARK AND/OR THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR SAID PURPOSE OVER SAID DRAINAGE EASEMENTS, AND OVER TRACT "A".
- SIDEWALK EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF WINTER PARK FOR THE OPERATION, REPAIR AND MAINTENANCE OF PUBLIC SIDEWALKS AND FOR THE GENERAL PUBLIC'S PEDESTRIAN ACCESS AND USE OF SIDEWALK IMPROVEMENTS THEREIN. THE CITY OF WINTER PARK SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF THE SIDEWALK IMPROVEMENTS IT INSTALLS OR ACCEPTS WITHIN ANY OF THE SIDEWALK EASEMENTS DEPICTED ON THIS PLAT, AND THE CITY SHALL NOT HAVE ANY RESPONSIBILITY FOR MAINTENANCE OF THE EASEMENTS FOR ANY OTHER PURPOSE.
- LOT OWNERS SHALL BE RESPONSIBLE TO MAINTAIN THEIR LOTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY.
- TRACT "E" (PUBLIC RIGHT-OF-WAY), AN EXTENSION OF THE ELLEN DRIVE RIGHT-OF-WAY, IS HEREBY DEDICATED TO THE CITY OF WINTER PARK FOR THE OPERATION, REPAIR AND MAINTENANCE OF THE RIGHT-OF-WAY FOR THE GENERAL PUBLIC'S VEHICULAR AND PEDESTRIAN ACCESS AND USE OF THE ROADWAY IMPROVEMENTS THEREON.
- THIS SUBDIVISION IS SUBJECT TO AND GOVERNED BY THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES.
- TRACT "A" (STORMWATER MANAGEMENT) AND TRACT "B" (LAKE ACCESS) SHALL BE OWNED AND MAINTAINED BY THE LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC. FOR THE BENEFIT OF THE OWNERS OF LOTS 1-30 AND FOR THE OTHER PURPOSES AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO BE RECORDED IN THE PUBLIC RECORDS. A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY GRANTED TO THE CITY OF WINTER PARK OVER, UNDER, AND THROUGH TRACT "A" AND THE DRAINAGE EASEMENTS ADJACENT TO THE PUBLIC RIGHTS-OF-WAY. THE CITY OF WINTER PARK SHALL NOT HAVE ANY OPERATION, MAINTENANCE AND REPAIR OBLIGATIONS CONCERNING TRACT "A", TRACT "B" OR ANY DRAINAGE EASEMENTS DEDICATED HEREON.
- EACH DRAINAGE EASEMENT AREA ON LOTS 1-11 AND 26-30 MUST BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS.
- THE CITY OF WINTER PARK AND ITS OFFICERS, EMPLOYEES AND AGENTS ARE HEREBY DEDICATED A NON-EXCLUSIVE, PERPETUAL EASEMENT OVER AND THROUGH TRACT "B" (20' WIDE LAKE ACCESS) AND IMPROVEMENTS THEREON FOR PEDESTRIAN, VEHICULAR AND BOAT ACCESS TO AND FROM LAKE KILLARNEY AND PUBLIC RIGHTS-OF-WAY FOR MAINTENANCE, SEARCH AND RESCUE, PATROLLING AND RELATED MATTERS. THIS DOES NOT CREATE A PUBLIC RIGHT OF USE AND ACCESS IN TRACT "B". THE CITY SHALL HAVE NO MAINTENANCE AND REPAIR OBLIGATIONS CONCERNING TRACT "B".
- DOCKS/BOATHOUSES SHALL BE LOCATED ONLY WHERE INDICATED ON THIS PLAT (BY ASTERISK SYMBOL, SEE LEGEND). PURSUANT TO CITY COMMISSION APPROVAL, SUCH DOCKS/BOATHOUSES MAY BE LOCATED WITH ZERO SIDE SETBACKS AND NO MORE THAN THREE FEET. SIZE, HEIGHT AND DIMENSIONS SHALL BE PERMITTED BY THE CITY OF WINTER PARK LAKES AND WATERWAYS BOARD.
- ACCESS EASEMENT TRACT "C" AND "D" SHALL BE CONVEYED TO THE LAKE KILLARNEY SHORES HOMEOWNER'S ASSOCIATION, INC. AND OPERATED, REPAIRED AND MAINTAINED FOR INGRESS AND EGRESS TO AND FROM CERTAIN LOTS AND THE PUBLIC RIGHT-OF-WAY AS FURTHER SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO BE RECORDED IN THE PUBLIC RECORDS.
- THE DEDICATOR/PROPERTY OWNER FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY DISCLAIMS, RELEASES AND QUIT CLAIMS TO THE CITY OF WINTER PARK AND ANY AND ALL RIGHTS, TITLE AND INTERESTS DEDICATOR/PROPERTY OWNER MAY HAVE IN COUNTRY CLUB DRIVE AND TO ANY GAPS AND GORES THAT MAY EXIST BETWEEN THE PROPERTY BEING SUBDIVIDED BY THIS PLAT AND COUNTRY CLUB DRIVE, WHETHER BEING INSIDE OR OUTSIDE THE BOUNDARIES OF THIS PLAT.
- REGARDLESS OF THE TRACT AND LOT BOUNDARIES ADJACENT TO LAKE KILLARNEY SHOWN HEREON, THE STATE OF FLORIDA INTERNAL IMPROVEMENT TRUST FUND LANDS, AS SOVEREIGN LANDS, TO THOSE LANDS OF LAKE KILLARNEY LYING WATERWARD OF THE ORDINARY HIGH WATER LINE (OHWL). ORDINARY HIGH WATER ELEVATION IS BASED ON A PUBLICATION BY CITY OF WINTER PARK, DEPARTMENT OF PUBLIC WORKS (LAKES DIVISION), WHICH LISTS THE ORDINARY HIGH WATER ELEVATION AS: 82.0 NAVD-1988 (82.8 NGVD-1929).
- ALL SITE CONSTRUCTION AND TREE REMOVAL ACTIVITIES MUST BE IN ACCORDANCE WITH APPLICABLE CITY OF WINTER PARK CODES OF ORDINANCES AND THE CONDITIONS OF APPROVAL FOR THIS PLAT AND ALL OTHER DEVELOPMENT ORDERS AND BUILDING PERMITS ISSUED CONCERNING THIS SUBDIVISION. AMONG OTHER THINGS, THERE ARE SPECIFIC CONDITIONS OF APPROVAL FOR THIS SUBDIVISION CONCERNING BUILDING SETBACKS, TREE PRESERVATION AND RESTRICTING THE REMOVAL OF TREES FROM THE LOTS WHICH SHALL BE BINDING UPON THE LOTS AND MUST BE COMPLIED WITH BY ALL LOT OWNERS. AS SET FORTH IN THE CONDITIONS OF PLAT APPROVAL, WHEN DEEMED NECESSARY BY CITY'S URBAN FORESTRY PERSONNEL, IN ORDER TO PRESERVE TREE(S) AND TREE CANOPY, THE BUILDING SETBACK TO AN INTERIOR (SAME SUBDIVISION) PROPERTY LINE CONCERNING LOTS #10, 11, 13, 14, 15, 19, 20, 22, 23, 26, AND 28 MAY BE REDUCED TO A 5 FOOT ONE STORY AND 8 FOOT TWO STORY SIDE SETBACK IN LIEU OF THE REQUIRED 7 FOOT ONE STORY AND 10 FOOT TWO STORY SIDE SETBACKS AND A 15 FOOT SECOND STORY REAR IN LIEU OF THE REQUIRED 25 FOOT REAR SETBACK. ALL OTHER LOTS SHALL MEET THE NORMAL R-2 ZONING DISTRICT SETBACK REQUIREMENTS. NO PERMIT FOR REMOVAL OF TREES ON THE "TREES TO BE SAVED" PLAN ON FILE WITH THE CITY WILL BE GRANTED BY THE CITY FOR A PERIOD OF AT LEAST 25 YEARS FROM THE DATE OF RECORDING OF THIS PLAT UNLESS THE CITY ARBORIST DETERMINES THAT THEIR CONDITION, HEALTH OR OTHER NON-ECONOMIC FACTORS WARRANT THEIR REMOVAL.

VICINITY MAP



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE HEREON DESCRIBED LAND WHICH WAS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND THAT SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SURVEYOR'S NAME: JAMES D. FLICK, PSM DATE
Registration Number: LS 6068
Florida Registration Number of Legal Entity: LB 6393
3191 Maguire Boulevard, Suite 200, Orlando FL 32803

PLAT
BOOK

PAGE

LAKE KILLARNEY SHORES DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the limited liability company named below, being the owner in fee simple of the lands shown hereon, does hereby dedicate said lands and plat for the uses and purposes therein expressed, including as set forth in the Surveyor's Notes.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below on the _____ day of _____, 2018.

Owner:

Turner Real Property Investments, LLC,
a Florida limited liability company

BY: _____
TITLE

SIGNED AND SEALED IN THE PRESENCE OF:

SIGNATURE _____ PRINTED NAME _____

SIGNATURE _____ PRINTED NAME _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
ORANGE COUNTY

THIS IS TO CERTIFY, That on _____, 2018, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____, (title)

of Turner Real Property Investments, LLC, a limited liability company under the laws of the State of Florida, to me know to be the individual and officer described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be his free act and deed as such officer there unto duly authorized; and that the said dedication for the uses and purposes therein expressed is the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date _____

NOTARY PUBLIC
My Commission Expires _____

CERTIFICATE OF APPROVAL, BY THE CITY OF WINTER PARK

THIS IS TO CERTIFY, That on _____, the City Commission of the City of Winter Park, Florida approved the foregoing plat.

Steve Leary Mayor

Attest:

Cindy Bonham City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined & Approved: _____ Date _____

City Engineer _____

Florida Registration No: _____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I have reviewed this plat and find it be in conformity with Chapter 177, Florida Statutes.

Signed _____ Date _____
Florida Registration Number _____

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on _____ as

File No. _____.

County Comptroller in and for Orange County, Florida

LAKE KILLARNEY SHORES

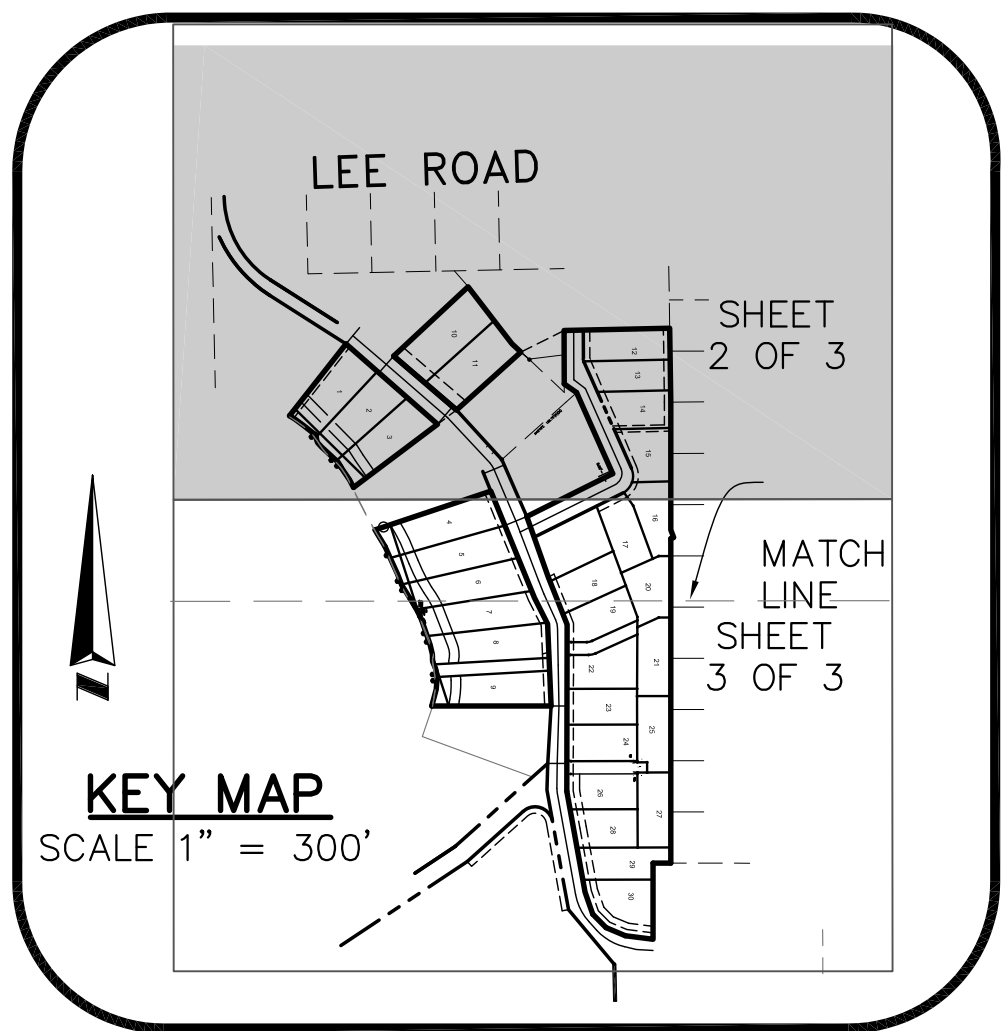
BEING A REPLAT OF PORTIONS OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89,
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA

SHEET 2 OF 3

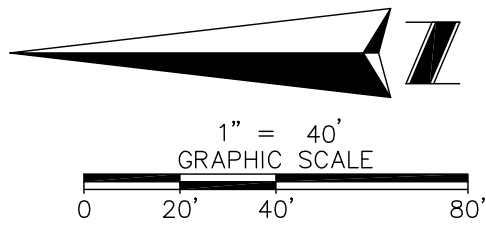
PLAT
BOOK

PAGE

NOTE:
FOR LEGAL DESCRIPTION AND NOTES SEE SHEET 1 OF 3.



Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	4.17'	10.00'	023°53'31"	S12°05'08"E 4.14'
C2	30.56'	20.00'	087°32'23"	S19°44'18"W 27.67'
C3	22.46'	30.00'	042°53'42"	S02°35'03"E 21.94'
C4	20.65'	30.00'	039°25'45"	S38°34'40"W 20.24'
C5	45.84'	30.00'	087°32'23"	S19°44'18"W 41.51'
C6	2.61'	25.00'	005°59'07"	N46°06'31"W 2.61'
C7	12.60'	36.00'	020°02'52"	N33°03'59"W 12.53'
C8	4.11'	200.00'	001°10'42"	S21°26'01"E 4.11'
C23	31.78'	160.18'	011°21'59"	N30°43'49"W 31.72'
C24	28.83'	145.18'	011°22'36"	N30°55'42"W 28.78'
C25	47.26'	254.94'	010°37'21"	N27°00'29"W 47.20'
C26	50.50'	269.94'	010°43'06"	N27°04'43"W 50.42'
C27	31.73'	288.20'	006°18'28"	N28°47'38"W 31.71'
C28	33.27'	273.20'	006°58'38"	N29°12'50"W 33.25'
C29	3.24'	10.00'	018°35'05"	S09°25'55"E 3.23'
C30	0.93'	10.00'	005°12'27"	S21°22'40"E 0.93'
C31	2.73'	30.00'	005°12'57"	N60°54'01"E 2.73'



Line Table		
Line #	Direction	Length
L1	S22°01'22"E	18.87'
L5	N86°49'37"W	26.07'
L6	N38°11'00"E	29.39'
L7	N38°11'00"E	99.61'
L8	S00°01'17"E	16.12'
L9	N38°11'00"E	13.84'
L13	S00°08'22"E	45.70'



LEGEND	
(C)	CALCULATED DATA
C#	CURVE NUMBER (SEE CURVE TABLE)
CB	CHORD BEARING
CCR	CERTIFIED CORNER RECORD
CHD	CHORD LENGTH
CL	CENTER LINE
CM	CONCRETE MONUMENT
DE	DRAINAGE EASEMENT
ID	IDENTIFICATION
EW	EDGE OF WATER
F.A.C.	FLORIDA ADMINISTRATIVE CODE
FIP	FOUND IRON PIPE
FIND	FOUND NAIL AND DISK
FPC	FLORIDA POWER CORPORATION
L#	LINE NUMBER (SEE LINE TABLE)
LB #	LICENSE BUSINESS NUMBER
LS	LICENSED SURVEYOR
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
(NR)	NON RADIAL
OHWL	ORDINARY HIGH WATER LINE
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
(R2)	PER ORB 9126, PAGE 2378
R/W	RIGHT OF WAY
SEC	SECTION
S/W	SEWAGE
ESMT.	SEWAGE EASEMENT
TYP.	TYPICAL
UE	UTILITY EASEMENT
—	SET PRM (PERMANENT REFERENCE MONUMENT) 4"x4" CONCRETE MONUMENT, LB#6393 IN ACCORDANCE WITH CHAPTER 177.091(7), F.S. FOUND CONCRETE MONUMENT AS NOTED INDICATES CHANGE OF DIRECTION 29-27-27 SECTION, TOWNSHIP, RANGE PROPOSED LOCATION OF BOAT DOCK. SET 1/2" IRON ROD AND CAP (LB#6393) IN ACCORDANCE WITH CHAPTER 177.091(9), F.S. FOUND IRON PIPE MONUMENT AS NOTED SET PRM (PERMANENT REFERENCE MONUMENT) 1/8" DIAMETER WAG NAIL WITH 1 1/4" BRASS DISK INSCRIBED "PRM LB# 6393" IN ACCORDANCE WITH CHAPTER 177.091(8), FLORIDA STATUTES.

POINT OF REFERENCE
1ST DESCRIPTION
NE CORNER LOT 1,
LORD'S SUBDIVISION,
PB P, PAGE 89

SOUTH 50'

SOUTH RIGHT OF WAY LINE OF LEE ROAD

LEE ROAD

(VARIABLE WIDTH RIGHT OF WAY)

POINT OF BEGINNING

1ST DESCRIPTION
(AS PER ORB 6449, PG 2372
PID: 01-22-29-5224-00-016)

LOT 1
LORD'S SUBDIVISION
PB P, PG 89

ORB 10056, PG 9292
PID: 01-22-29-5224-00-008

NORTH 270.00'(R2)
N00°08'22"W 270.14'

ELLEN DRIVE
30' WIDE ROAD
ORB 9126, PAGE 2378

POINT OF COMMENCEMENT

2ND DESCRIPTION
(REFERENCE POINT "A")

POINT OF BEGINNING

2ND DESCRIPTION
(REFERENCE POINT "A")

ORB 10658, PG 4875
PID: 01-22-29-5224-00-013

PLAT LIMITS

LOT 1
LORD'S SUBDIVISION
PB P, PG 89

ORB 9744, PG 4872
PID: 01-22-29-5224-00-022

POINT OF COMMENCEMENT

2ND DESCRIPTION
(REFERENCE POINT "A")

POINT OF BEGINNING

2ND DESCRIPTION
(REFERENCE POINT "A")

ORB 10658, PG 4875
PID: 01-22-29-5224-00-013

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PB P, PG 89

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POINT OF COMMENCEMENT

2ND DESCRIPTION
(REFERENCE POINT "A")

LAKE KILLARNEY SHORES

SHEET 3 OF 3

PLAT BOOK

PAGE

BEING A REPLAT OF PORTIONS OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89,
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST

CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA

NOTE:
FOR LEGAL DESCRIPTION AND NOTES SEE SHEET 1 OF 3.
FOR LEGEND SEE SHEET 2 OF 3.

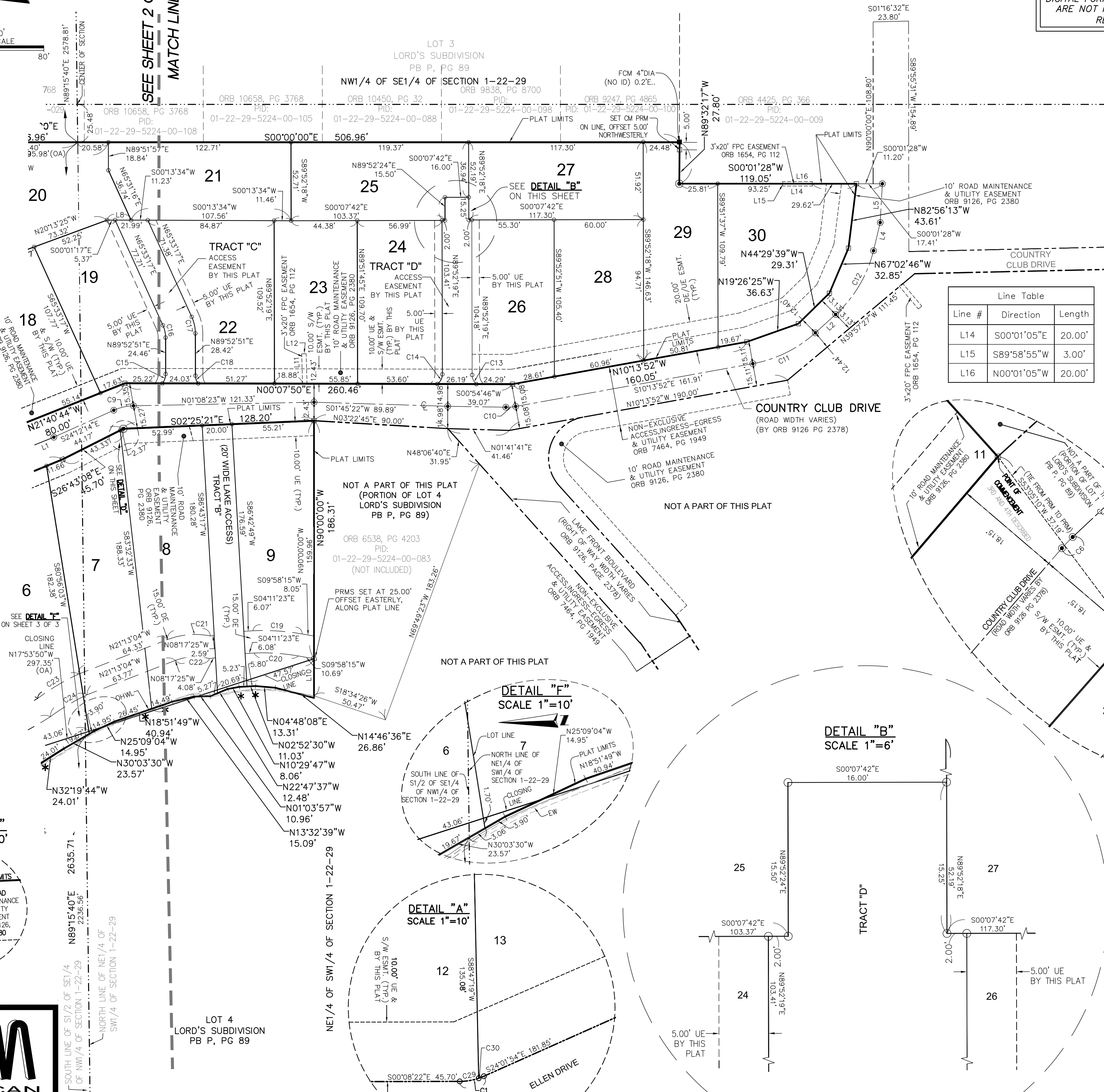
NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AS PER 177.091 (27) F.A.C.



1" = 40'
GRAPHIC SCALE
0 20' 40' 80'

SEE SHEET 2 OF 3
MATCH LINE



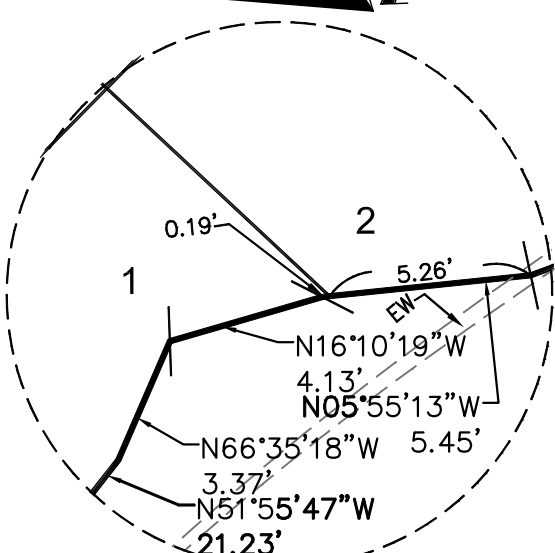
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	4.17'	10.00'	023°53'31"	S12°05'08"E	4.14'
C6	2.61'	25.00'	005°59'07"	N46°06'31"W	2.61'
C9	13.69'	34.00'	023°03'50"	N12°40'18"W	13.59'
C10	6.61'	34.00'	011°08'38"	S04°39'33"E	6.60'
C11	47.47'	85.00'	031°59'54"	S26°13'49"E	46.86'
C12	51.01'	85.00'	034°22'53"	S59°25'12"E	50.24'
C13	6.97'	7.94'	050°20'50"	S65°09'53"W	6.75'
C14	7.63'	7.99'	054°44'04"	S62°49'27"E	7.35'
C15	6.79'	9.99'	038°54'32"	S70°39'53"E	6.66'
C16	8.49'	20.03'	024°17'24"	N77°43'04"E	8.43'
C17	11.46'	27.00'	024°19'34"	N77°43'04"E	11.38'
C18	5.64'	8.00'	040°25'01"	S70°43'46"W	5.53'
C19	33.33'	152.51'	012°31'13"	N03°44'48"E	33.26'
C20	29.83'	137.51'	012°25'52"	N03°47'28"E	29.78'
C21	29.27'	52.26'	032°05'10"	N04°48'58"W	28.89'
C22	23.19'	37.26'	035°39'47"	N02°57'42"W	22.82'
C29	3.24'	10.00'	018°35'05"	S09°25'55"E	3.23'
C30	0.93'	10.00'	005°18'27"	S21°22'40"E	0.93'

Line Table		
Line #	Direction	Length
L14	S00°01'05"E	20.00'
L15	S89°58'55"W	3.00'
L16	N00°01'05"W	20.00'

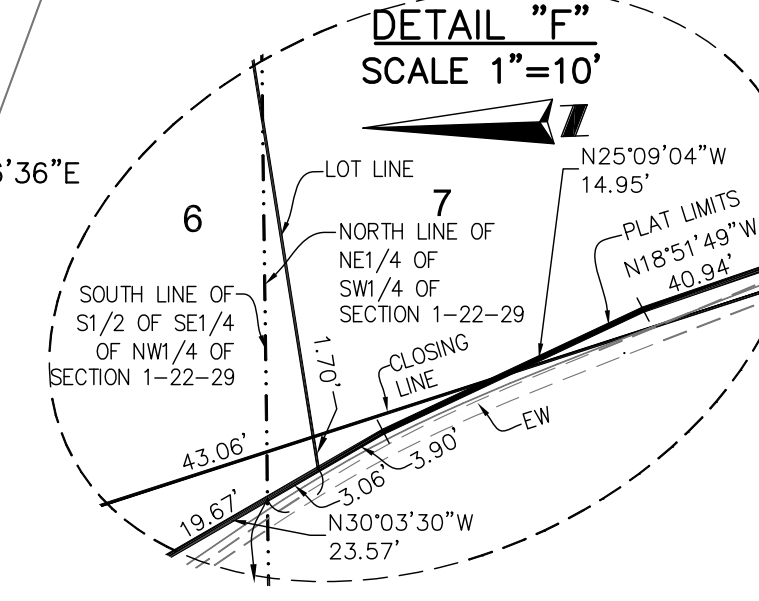
DETAIL "C"
SCALE 1"=10'

Line Table		
Line #	Direction	Length
L2	N42°13'46"W	18.37'
L4	N76°36'39"W	19.06'
L5	N86°49'37"W	26.07'
L6	N38°11'00"E	29.39'
L8	S00°01'17"E	16.12'
L10	N90°00'00"W	26.35'
L11	N88°18'01"E	20.00'
L12	S01°41'59"E	3.00'

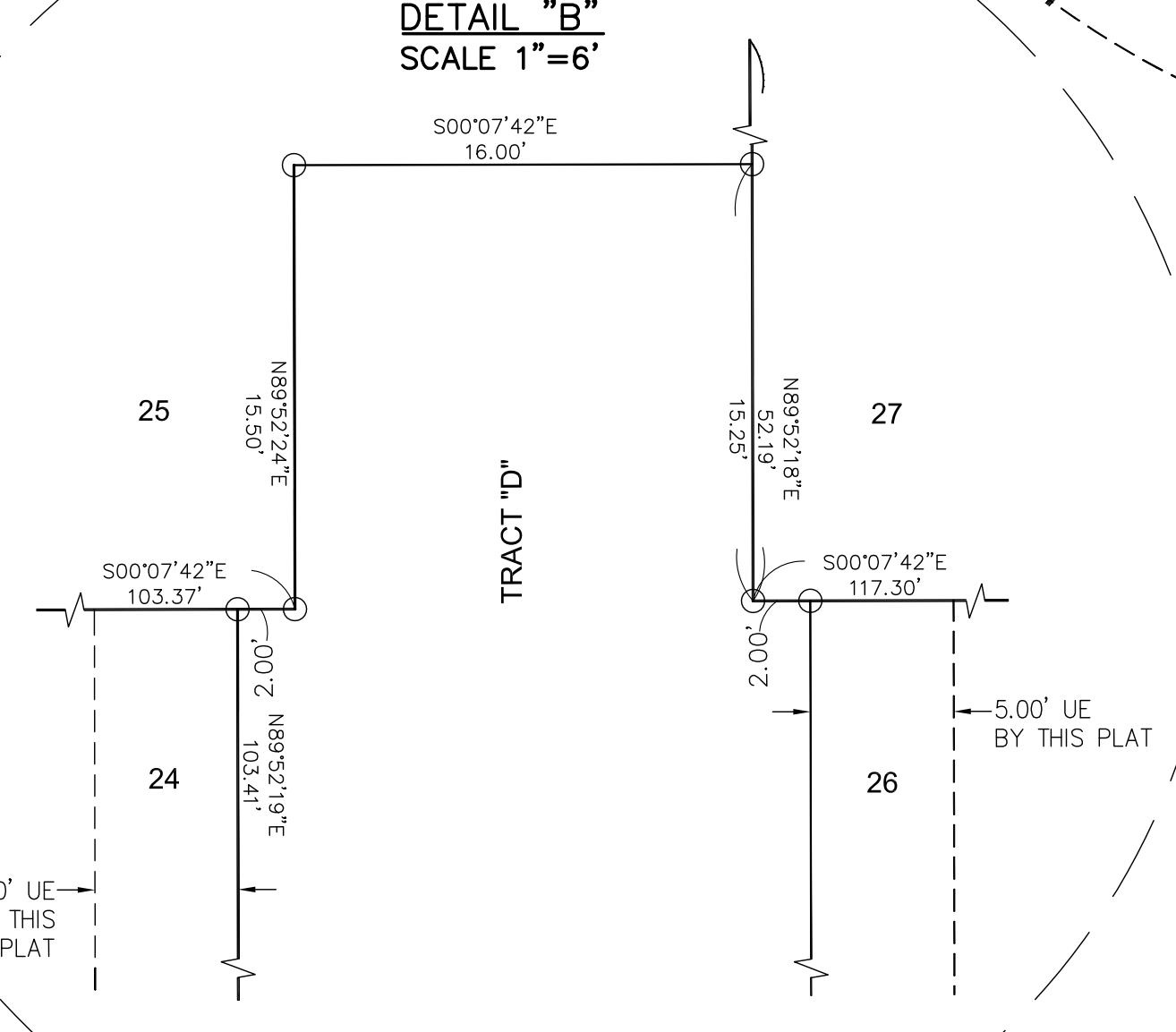
DETAIL "E"
SCALE 1"=5'



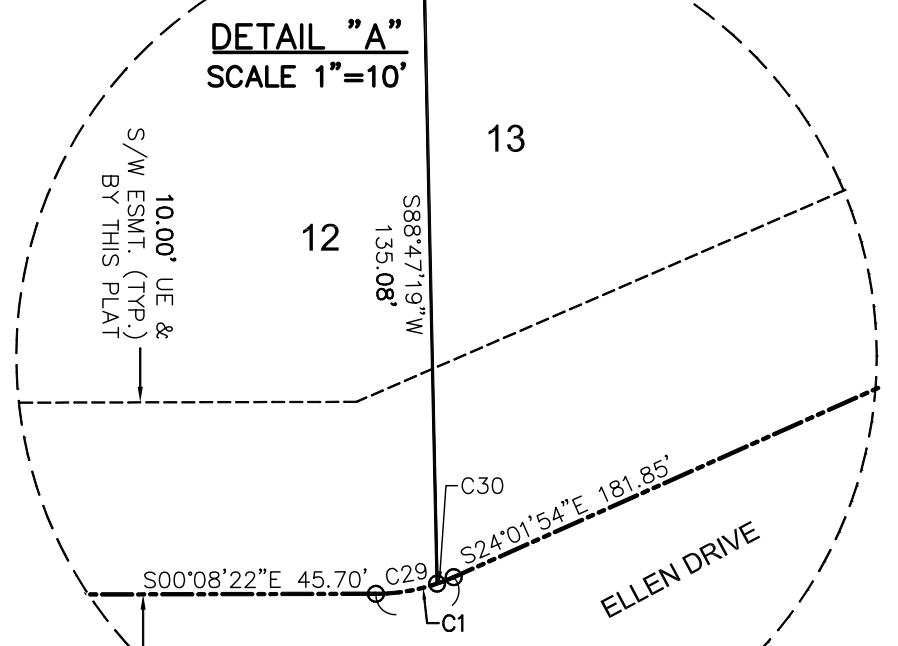
DETAIL "F"
SCALE 1"=10'



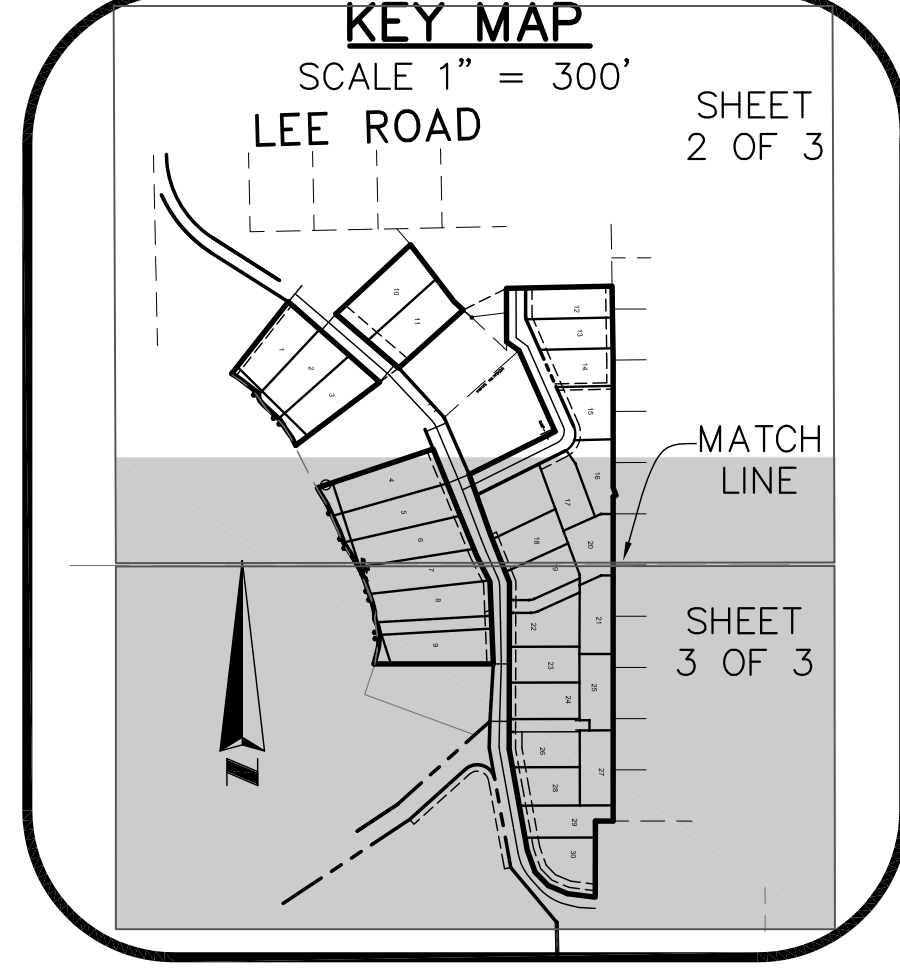
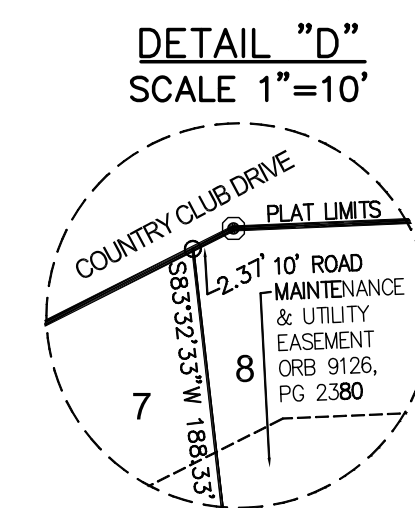
DETAIL "B"
SCALE 1"=6'



DETAIL "A"
SCALE 1"=10'



DETAIL "D"
SCALE 1"=10'



ASM
AMERICAN
SURVEYING
& MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979

Existing Buildings Inside and Within 200' of Killarney Shores

Property Address	Existing Setback (ft)
638 Country Club Drive	52
632 Country Club Drive	50
624/626 Country Club Drive	51.8
618/620 Country Club Drive	75.6
612 Country Club Drive	79.7
604/606 Country Club Drive	71.4
600/602 Country Club Drive	55
532/534 Country Club Drive	85.8
524 Country Club Drive	99.5
518 Country Club Drive	85.5
605 Lakefront Boulevard	50
595 Lakefront Boulevard	45

Existing Lakefront Setback Averages within 200' Per Lot

Lot 1

Property Address	Existing Setback (ft)
612 Country Club Drive	79.7
618/620 Country Club Drive	75.6
624/626 Country Club Drive	51.8
632 Country Club Drive	50
638 Country Club Drive	52
Average	61.82

Lot 2

Property Address	Existing Setback (ft)
604/606 Country Club Drive	71.4
612 Country Club Drive	79.7
618/620 Country Club Drive	75.6
624/626 Country Club Drive	51.8
632 Country Club Drive	50
638 Country Club Drive	52
Average	63.4

Lot 3

Property Address	Existing Setback (ft)
604/606 Country Club Drive	71.4
612 Country Club Drive	79.7
618/620 Country Club Drive	75.6
624/626 Country Club Drive	51.8
632 Country Club Drive	50
Average	65.7

Lot 4

Property Address	Existing Setback (ft)
600/602 Country Club Drive	55
604/606 Country Club Drive	71.4
612 Country Club Drive	79.7
618/620 Country Club Drive	75.6
Average	70.4

Lot 5

Property Address	Existing Setback (ft)
524 Country Club Drive	99.5
600/602 Country Club Drive	55
604/606 Country Club Drive	71.4
612 Country Club Drive	79.7
618/620 Country Club Drive	75.6
Average	76.2

Lots 6 & 7

Property Address	Existing Setback (ft)
518 Country Club Drive	85.5
524 Country Club Drive	99.5
600/602 Country Club Drive	55
604/606 Country Club Drive	71.4
612 Country Club Drive	79.7
Average	78.2

Lot 8

Property Address	Existing Setback (ft)
605 Lakefront Boulevard	50
518 Country Club Drive	85.5
524 Country Club Drive	99.5
600/602 Country Club Drive	55
604/606 Country Club Drive	71.4
Average	72.3

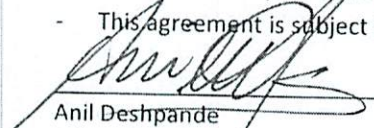
Lot 9

Property Address	Existing Setback (ft)
605 Lakefront Boulevard	50
518 Country Club Drive	85.5
532/534 Country Club Drive	85.8
600/602 Country Club Drive	55
595 Lakefront Boulevard	45
Average	64.3

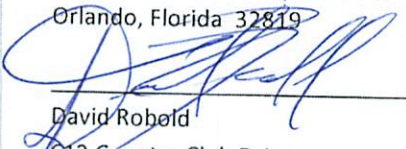
Letter of Agreement

Lake Killarney, LLC (the Developer of Lake Killarney Shores) and David Robold (owner of 612 and 518 Country Club Drive, Winter Park, 32789) agree to the following regarding the setbacks and characteristics of the homes to be built on Lake Killarney as part of the Lake Killarney Shores development:

- Lot 1: Rear Setback 60'
- Lot 2: Rear Setback 61'
- Lot 3: Rear setback of 70' on the side adjacent to 612 Country Club Drive. Front setback reduced to 20'. Pool will be located furthest from 612 Country Club Drive and shall be at an elevation even to or recessed below ground level to avoid obstruction of views from 612 Country Club Drive.
- Lot 4: Rear setback 70'. Front setback reduced to 20'. Pool will be placed furthest from 612 Country Club Drive to avoid obstruction of views from 612 Country Club Drive.
- Lots 5-8: Rear setback of 70'.
- Lot 9: Rear setback of 85'. Front setback reduced to 20'. Pool will be located furthest from 518 Country Club Drive and shall be even to or recessed below ground level to avoid obstruction of views from 518 Country Club Drive.
- Pools can be placed between the agreed rear setback and the 50' lakefront setback.
- Pools on lots 3, 4, 8, and 9 will be at an elevation even to or recessed below ground level as necessary to insure those backyards are not at higher elevation compared to 612 and 518 Country Club Drive.
- Solid fence or privacy fence shall not extend beyond the rear corners of the house indoor living area at rear setback line. Beyond that point, the fence will be see-through picket fence.
- There will be no pool enclosures, cabanas, summer-kitchens, or similar type construction in the pool area or beyond the rear corners of the house indoor living area.
- Underground utilities will be attached to 518 and 612 Country Club Drive at no additional cost.
- All curbing will be replaced along right-of-way.
- Speed humps will be located in right-of-way north of the intersection of Country Club Drive and Lake Front Drive. However, they will not obstruct ingress/egress to the driveways located at 518 and 612 Country Club Drive.
- This agreement is subject to final approval by the Winter Park City Commission.


Anil Deshpande
Lake Killarney, LLC
5401 S. Kirkman Road, Suite 640
Orlando, Florida 32819

Date: 9/6/2018


David Robold
612 Country Club Drive
Winter Park, Florida 32789

Date: 9-11-18

January __, 2021

VIA E-MAIL

David Robold

drobold1@gmail.com

Re: Development Standards for 520 Country Club Drive, Orlando, FL (the "Property")

Dear David:

We previously agreed to the terms outlined in the letter of agreement from September 11, 2018, attached as Exhibit "A". The builder of the residential home, Lazarus Development Group, LLC (the "Builder"), has designed a 4,204 SF single-family home on the Property (the "Home"). We, along with the builder, have negotiated the following amendment to the letter of agreement to include conditions of approval to ensure that certain design and other standards are adhered to during the construction of the Home. The approval for the plans for the Home was tabled at the January 27, 2021 City Council Hearing (the "First City Council Hearing"), which included a staff report and attachments (the "City Council Agenda") related to such plans, which can be accessed at the following link: <https://d2kbkoa27fdvtw.cloudfront.net/winterpark/17e08bda5c1db7776175d2557074ced40.pdf>

The approval for the plans for the Home are now being heard at the February 10th, 2021 City Council Hearing (the "New City Council Hearing"). In mutual consideration of the following concessions being made in the design of the Home and the Property the parties agree to the following conditions of approval:

1. The pool deck has been lowered by approximately eleven (11) inches to an elevation of 86.5 feet, as shown on Home plans attached hereto as Exhibit "B", which is also attached to the City Council Agenda.
2. Underground drainage piping will be installed on the Property to ensure that the water from the roof shall be captured in gutters and channeled through a closed system of underground piping to the retention area in the back of the Property (the "Retention Area"). The Retention Area is shown on Exhibit "C" attached hereto, and the Property is labeled with a "9".
3. If required, a retaining wall shall be constructed out of concrete block, mortar, and footer shall be installed to prevent soil and water runoff from the Property to the adjacent property. Unless the parties agree otherwise in writing.
4. Pursuant to the approval condition imposed by Winter Park's Planning and Zoning Board on January 5, 2021, fencing adjacent to the property located at 518 Country Club Drive (the "Robold Property") between the 85-foot setback and the lakefront shall not exceed four (4) feet in Height on the south side of the Property. If a retaining wall cannot be avoided in certain areas between the 85-foot setback and the lakefront, then fencing within such area may be allowed on top of the installed wall, and the retaining wall shall not be counted in measuring the height of the fence. As described in Paragraph 7, Mr. Robold intends to increase the grade of the Robold Property to match the grade of the backyard of the Property. Following completion of the grading work, any portion of the Robold Property not graded to match the level of the backyard of the Property will require a retaining wall on the Property, and the fence shall be constructed on top of any such

retaining wall. Fence height, wall height or combination may be limited by Winter Park Code and or building department.

5. The Home has been moved forward five (5) feet per a variance request, as shown on Exhibit "B", which is also attached to and described in the City Council Agenda. This will result in an approximately 89-foot setback of the Southwest corner of the Home from Lake Killarney (and the northwest corner of the Home at an approximate 85 foot setback from Lake Killarney).

6. The bottom portion of the Retention Area at rear of the Property, adjacent to the shores of Lake Killarney, will be designed at an elevation of approximately 84.5 feet, or two feet above the seasonable high water table of Lake Killarney, whichever is greater; as opposed to the current 85-foot elevation shown on Exhibit "C". The top portion of the Retention Area will be designed at an elevation of approximately 6 inches above the bottom of the Retention Area, as opposed to the current 86-foot elevation shown on Exhibit "C". Such design shall be pending review and approval by the City of Winter Park or applicable water management district. In the event either governing agency denies approval of the same, we will work in good faith toward a mutually agreeable solution with regards to reducing the elevation of such Retention Area.

7. Mr. Robold intends to match the land elevation of the Robold Property to the elevation of the backyard of the Property, which will be approximately 85 feet in height (or at a lower height if provided under Mr. Robold's direction). This sodding will require labor and the provision of up to 150 cubic yards of clean fill dirt and sod (the "Dirt and Sod Project"). Any and all work necessary to accomplish this goal, including the provision of the aforementioned amount of clean fill dirt and sod, shall be at the Developer's expense, which expense shall not exceed \$3,000. Mr. Robold shall be responsible for the management of the Dirt and Sod Project and hereby agrees to indemnify the Builder and Developer against all claims, actions, damages, and liability arising out of the Dirt and Sod Project that occur on his property. Following completion of the Dirt and Sod Project, Mr. Robold shall be solely responsible for the maintenance, replacement and upkeep of the sod, including recommended daily watering, as well as all costs related to the same. The Builder and Developer bear no responsibility in the event that any sod dies for any reason, including due to Mr. Robold's inadequate or excessive watering. Mr. Robold agrees not to place, and shall direct any third party workers or contractors not to place, fill dirt on the Robold Property within the 100-year flood zone on his property. Mr. Robold shall make the Robold Property available for the Dirt and Sod Project at the same time the grading is being done at the Property. The Builder shall notify Mr. Robold no less than seven (7) days before starting the Dirt and Sod Project on the Robold Property.

The contents of this amendment and any attachments or exhibits constitutes the entire agreement between the parties with respect to the terms herein. Any amendment or modification to this amendment shall be in writing and executed by the parties. In the event that any provision of this amendment shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of this amendment, which shall remain in full force and effect. None of the provisions of this amendment can be waived except in a writing signed by the party granting the waiver. No failure by a party to exercise any right under this amendment shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other rights. This amendment is not a waiver of the terms of the letter of agreement, and its terms shall remain in full force and effect, except as provided specifically herein. This amendment shall be construed, interpreted, and enforced under and in accordance with the laws of Florida without regard to conflict of law provisions. Unresolved controversies, claims and other matters in question between the parties arising out of, or in any way relating to, this letter or its breach, enforcement or interpretation or

arising out of, or in any way relating to, the subject matter hereof, whether sounding at law, in equity, in contract, or tort ("Dispute") will be settled as follows:

- (a) The parties will have 10 days after the date conflicting demands are made pursuant to the letter to attempt to resolve such Dispute, failing which, the parties shall submit such Dispute to mediation under Paragraph (b) below.
- (b) The parties shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"), prior to proceeding to binding arbitration as outlined below. The mediation shall be scheduled to occur within thirty (30) days of the demand for mediation by either party. Disputes not settled pursuant to this paragraph shall be resolved by instituting an arbitration pursuant to subsection (c) below.
- (c) Any Dispute not resolved at mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. THE PARTIES ACKNOWLEDGE AND AGREE THAT ARBITRATION WILL BE BINDING AND WAIVE THE RIGHT TO BRING AN ACTION IN COURT OTHER THAN AS NECESSARY TO ENFORCE AN ARBITRATION AWARD.

This amendment shall be binding upon any successors in interest to title to the Property. The terms of this amendment shall be presented to the City Commission for approval and shall be special conditions of approval.

[END OF TEXT; SIGNATURE APPEARS ON FOLLOWING PAGE]

Agreed to by:

Lake Killarney, LLC

By: _____
Name: _____
Title: _____
Date: _____

Lazarus Development Group, LLC

By: _____
Name: _____
Title: _____
Date: _____

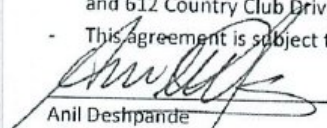
By: _____
David Robold
Date: _____

Exhibit "A"

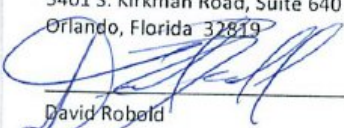
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- Lot 4: Rear setback 70'. Front setback reduced to 20'. Pool will be placed furthest from 612 Country Club Drive to avoid obstruction of views from 612 Country Club Drive.
- Lots 5-8: Rear setback of 70'.
- Lot 9: Rear setback of 85'. Front setback reduced to 20'. Pool will be located furthest from 518 Country Club Drive and shall be even to or recessed below ground level to avoid obstruction of views from 518 Country Club Drive.
- Pools can be placed between the agreed rear setback and the 50' lakefront setback.
- Pools on lots 3, 4, 8, and 9 will be at an elevation even to or recessed below ground level as necessary to insure those backyards are not at higher elevation compared to 612 and 518 Country Club Drive.
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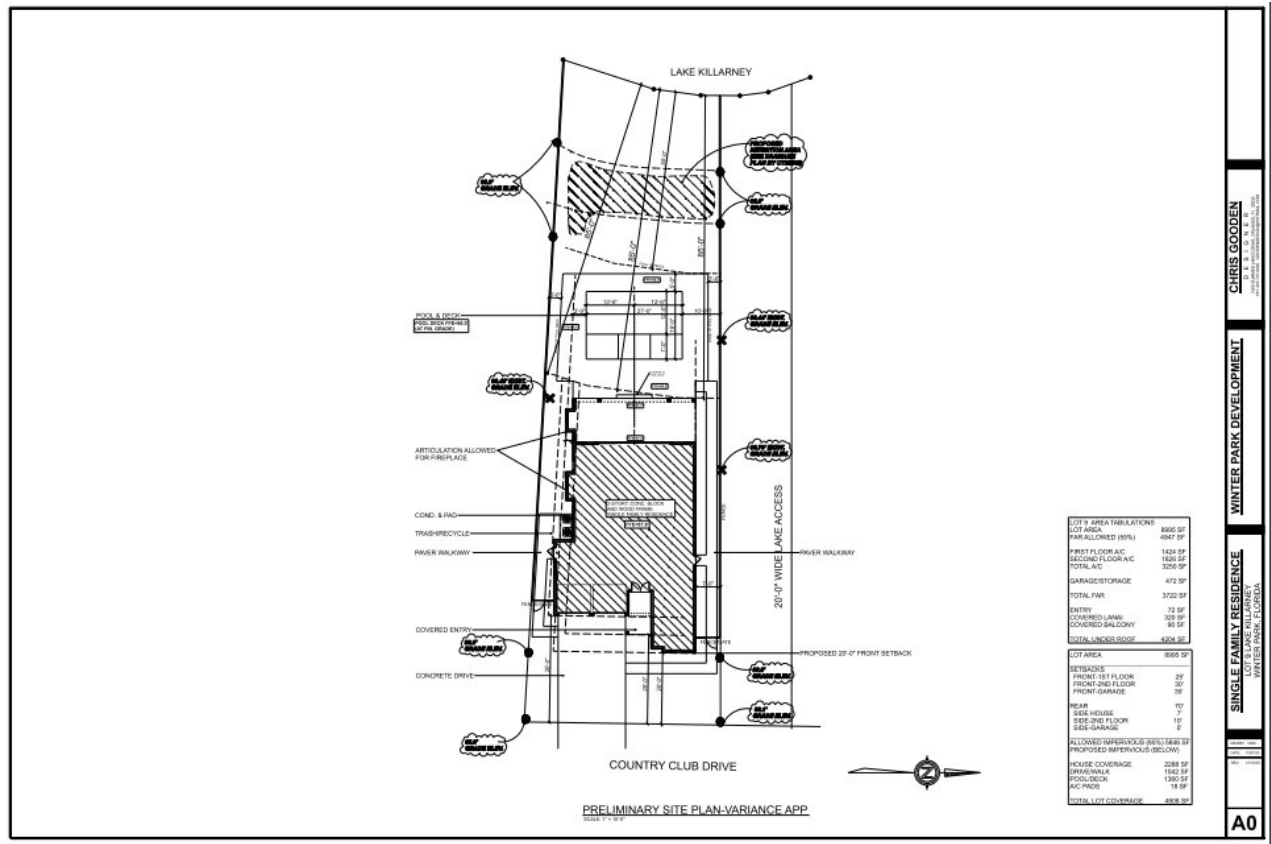

Anil Deshpande
Lake Killarney, LLC
5401 S. Kirkman Road, Suite 640
Orlando, Florida 32819

Date: 9/6/2018


David Robold
612 Country Club Drive
Winter Park, Florida 32789

Date: 9-11-18

Exhibit “B”





City Commission agenda item

item type Public Hearings	meeting date February 24, 2021
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Request of Despande Inc. to:

item list

Amend the Condition of Approval made by the City Commission pertaining to the Lake Killarney Shores Subdivision Plat Related to the permitted sizes of boathouses/docks for the lakefront lots located at 520; 522; 530; 540; 550; 560; 570; 616; 622 and 630 Country Club Drive.

motion / recommendation

Staff recommendation is for approval.

background

In April 2018, the City Commission approved the Lake Killarney Shores subdivision plat, which is the 30 lot subdivision of single family homes on Country Club Drive, that includes 9 lakefront homes. That plat approval was made with several conditions. One of which was:

- That the Final Plat contains the designation of mandatory boathouse/dock locations and the Plat shall indicate such and that the side setback may be one foot to the structure and zero to the roof eve and that the maximum width of any boathouse/dock shall be 16 feet and maximum distance into the lake shall be 30 feet from the ordinary high water elevation.

When the actual Lake Killarney Shores Plat was prepared and recorded, Plat Note #13 indicated the mandatory locations and special side setbacks but instead of mandating the maximum 16 foot width and 30 foot length, the Note #13 instead said that the "size, height and dimensions shall be permitted by the Winter Park Lakes and Waterways Board".

To date, there have been five dock/boathouses constructed (four completed and one

almost done). They all conform to the 30 foot length but are 23 feet wide (versus 16 feet). The Lakes Board was unaware of the special 16 foot width condition related to this Plat. The developer did not inform the builder, who did not inform the home buyers and so on. The boathouses that have been constructed all meet every aspect of the normal City Code in terms of height and size.

The rationale for the original 16 foot width limitation (from staff) was that these lakefront lots have 50-55 feet of lot width at the lake and smaller boathouse widths keep a little bit more shoreline open. It turns out that the City was trying to protect the future homeowners from something that they do not want. All nine homeowners want to have the typical 23 foot width so that they have space on the dock to set chairs and enjoy the views of Lake Killarney. Attached are letters from all nine lakefront owners asking the City to amend the Plat condition to allow the 23 foot widths that have been built.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Lake Killarney Shores Plat.pdf](#)

ATTACHMENTS:

[Lake Killarney Condition of Approval Letter.DOCX](#)

ATTACHMENTS:

[Existing Boathouse Pictures.pdf](#)

ATTACHMENTS:

[Boathouse Floor Plan.pdf](#)

ATTACHMENTS:

[Letters of Support from All Lakefront Owners.pdf](#)

NOTE:
FOR LEGAL DESCRIPTION AND NOTES SEE SHEET 1 OF 3.
FOR LEGEND SEE SHEET 2 OF 3.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AS PER 177.091 (27) F.A.C.



January 21, 2021

Mr. Jeff Briggs
Manager-Planning & Community Development
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

Re: Lake Killarney Condition of Approval on Boathouse/Dock Dimensions

Dear Jeff,

As you may recall, the Lake Killarney Shores Plat, recorded in Plat Book 95, Page 38 of the Official Records of Orange County, Florida (the "Plat"), contained the following plat note ("Plat Note 13"):

13. DOCKS/BOATHOUSES SHALL BE LOCATED ONLY WHERE INDICATED ON THIS PLAT (BY ASTERISK SYMBOL, SEE LEGEND). PURSUANT TO CITY COMMISSION APPROVAL; SUCH DOCKS/BOATHOUSES MAY BE LOCATED WITH ZERO SIDE SETBACKS AND NO MORE THAN THREE FEET. SIZE, HEIGHT AND DIMENSIONS SHALL BE PERMITTED BY THE CITY OF WINTER PARK LAKES AND WATERWAYS BOARD.

During the September 5, 2017 Planning & Zoning Board ("P&Z") hearing, the Plat was recommended for approval with nine conditions to be presented to the City Commission. During the final hearing before City Commission on April 9, 2018 (the "City Commission Hearing"), the City Commission approved the Plat and the nine conditions from P&Z were incorporated in such approval, as shown below:

1. That the architectural elevations of the homes consist of diverse architectural styles, front façades and roof materials with the City Architect to provide advice on style and materials variations to determine if subsequent house designs conform to this requirement.
 2. That the subdivision shall have a homeowners association ("HOA") pursuant to Chapter 720, Florida Statutes and be subject to a recorded Declaration of Covenants and Restrictions ("Declaration"). The Declaration shall be submitted for review and approval by the City Attorney. The Declaration shall include provisions for HOA maintenance of all common area tracts and the imposition and collection of assessments for the same and the lot owners' common use and enjoyment of common area tracts. The Declaration of Covenants and Restrictions and a deed conveying the common area tracts to the HOA along with necessary mortgagee joinder and consents and partial releases shall be recorded along with the final plat.
 3. That the plat and the Declaration for the subdivision provides a 20 foot wide lakefront access tract such that it will allow access to the lake for the residents of this subdivision and those neighbors that historically made use of the lakefront access provided such residents are willing to pay the HOA association dues or who execute a Boat Access User Agreement and pay a onetime fee in order to provide for the required maintenance of this tract. To this end, such dues for non-subdivision residents may not be greater than those paid by the subdivision residents and that such Declaration may not be amended without the consent of the City Commission.
 4. That the Final Plat contains the designation of mandatory boathouse/dock locations and the Plat shall indicate such and that the side setback may be one foot to the structure and zero to the roof eave and that the maximum width of any boathouse/dock shall be 16 feet and maximum distance into the lake shall be 30 feet from the ordinary high water elevation.
 5. That this Final Plat approval recognizes that requirements for the preservation of specimen trees may alter the final lot design and building yield square footage and that the maximum permitted floor area ratio is not an entitlement to the affected building lots on the "Trees To Be Saved" plan presented by the applicant.
 6. That the tree(s) and a substantial portion of the canopy of the shade trees shown in the "Trees To Be Saved" plan shall be preserved. However, when deemed necessary by Urban Forestry in order to preserve tree(s) and canopy, the building setback to an interior (same subdivision) property line may be reduced to a 5 foot one story and 8 foot two story side setback in lieu of the required 7 foot one story and 10 foot two story side setbacks and a 15 foot second story rear in lieu of the required 25 foot rear setback. This shall apply per the "Trees To Be Saved" plan to Lots #10, 11, 13, 14, 15, 19, 20, 22, 23, 26, and 28. All other lots shall meet the normal R-2 setback requirements. No permit for removal of these trees will be granted by the City for a period of at least 25 years from the date of recording of this Plat unless the City Arborist determines that their condition, health or other non-economic factors warrant their removal.
 7. That traffic calming measures be implemented on Country Club Drive in order to calm or slow the speed of traffic on this cut-through route.
 8. That the applicant grant to the City (at no cost to the City) certain utility easements necessary to provide public utility services to the subdivision in widths and locations as may be required by the Public Works Department.
 9. That the applicant shall address all Public Works Department, City Surveyor and City Attorney final plat review comments and concerns before the final plat is approved by City Commission and the final plat is executed by the City and recorded in the public records. That in no event shall the City be required to execute or allow recording of the final plat unless and until the final plat complies with the requirements of Chapter 177, Florida Statutes and the City surveyor approves the plat as compliant with such and the final plat contains all plat notes, dedications, easements and information required by the City. No proposed lots shall be sold or conveyed unless and until the final plat is recorded.
- Items 2, 3, 4, 5, 6, 8, and 9 for the final plat have all be completed and indicated on the final plat, which is why the staff recommendation only includes items 1 and 7.

The following condition #4 was contained in the above noted list of nine overall conditions of approval of the Plat (the "City Commission Condition"):

4. That the Final Plat contains the designation of mandatory boathouse/dock locations and the Plat shall indicate such and that the side setback may be one foot to the structure and zero to the roof eave and that the maximum width of any boathouse/dock shall be 16 feet and maximum distance into the lake shall be 30 feet from the ordinary high water elevation.

All of the conditions of approval from the City Commission Hearing, except for conditions 1 and 7 were incorporated on the Plat. However, the exact language from the City Commission Condition is not contained in Plat Note 13. Therefore, it is unclear whether the City Commission intended for Plat Note 13 to supersede the City Commission Condition in order to provide the Lakes and Waterways Board with the final approval over the actual size, heights and dimensions of lakefront boathouses.

As shown on the Plat, there are nine lakefront lots, four of which have already had boathouses approved by the Lakes and Waterways Board and constructed in accordance with such approvals (the "Existing Docks"). The Existing Docks had their size, height and dimensions approved by the Lakes and Waterways Board consistent with the Plat Note 13. Such approvals are as follows:

1. 550 Country Club Drive- boathouse permit plans were approved on December 10, 2019 by the Lakes & Waterways Board with a building permit (No. BLDR-20000000030) issued on February 17, 2020 (see attached composite Exhibit "A")
2. 560 Country Club Drive- boathouse permit plans were approved on August 13, 2019 by the Lakes & Waterways Board with a building permit (No. BLDR-19-00001997) issued on September 16, 2019 (see attached composite Exhibit "B")
3. 570 Country Club Drive- boathouse permit plans were approved on June 9, 2020 by the Lakes & Waterways Board with a building permit (No. BLDR-2020-0452) issued on August 31, 2020 (see attached composite Exhibit "C")
4. 616 Country Club Drive- boathouse permit plans were approved on July 21, 2020 by the Lakes & Waterways Board with a building permit (No. BLDR-2020-0467) issued on September 23, 2020 (see attached composite Exhibit "D")

Based on the Lakes and Waterways Board approvals, the City staff issued permits for construction of the Existing Docks. After the Existing Docks were constructed in accordance with the Lakes & Waterways approvals and the issuance of permits from the City, we were informed by the City that there may have been a discrepancy in such permit issuance. The City reviewed the Plat when determining what regulations applied to the boathouses and appears to have based their issuance of permits off the language in Plat Note 13. However, it is our understanding that when reviewing the boathouse plans originally, the City staff and the Lakes and Waterways Board were not aware of the original City Commission Condition limiting the width of any boathouse/dock to 16 feet. Thus, because the Plat did

not reflect the exact wording of the City Commission Condition, the Existing Docks received approvals from the Lakes and Waterways Board in accordance only with Plat Note 13 and were constructed based on such approvals.

Moreover, it is unclear from both the Plat Note 13 and the City Commission Condition whether the maximum 16 foot width applies to the a boathouse's/dock's vertical covered area or overall deck width. The difference in language between what is shown on the Plat and what appeared in the City Commission Condition has led us to request clarity from the City as to how the Existing Docks and the remaining docks should be handled.

Based on our meeting on December 8, 2020 with you, George Wiggins and Kurt Ardaman, we discussed whether the Existing Docks can remain in place as currently constructed and how to handle construction of the remaining docks. It was suggested during such meeting that we should request the City Commission hear the same and decide. Thus, we agreed to request clarity as to the dimensions for the Existing Docks and the construction of the remaining boathouses to avoid any confusion in the future.

This letter, therefore, is a request to be placed on a City Commission agenda to receive clarification on the condition of approval for the construction of docks/boathouses on the Plat's lakefront lots. Our requests ("Requests") are as follows:

1. Because the Existing Docks were already constructed with a width of 21 feet for their covered area and 23 feet for the overall deck width of the dock, we are requesting that the Commission grandfather in such Existing Docks in accordance with their approvals from the Lakes & Waterways Board and as already constructed, so as to avoid the demolition of or structural changes to such Existing Docks.
2. That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

We appreciate your time and consideration of the above Requests.

Mr. Jeff Briggs
January 21, 2021
Page 5

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Tara L. Tedrow', with a stylized, flowing script.

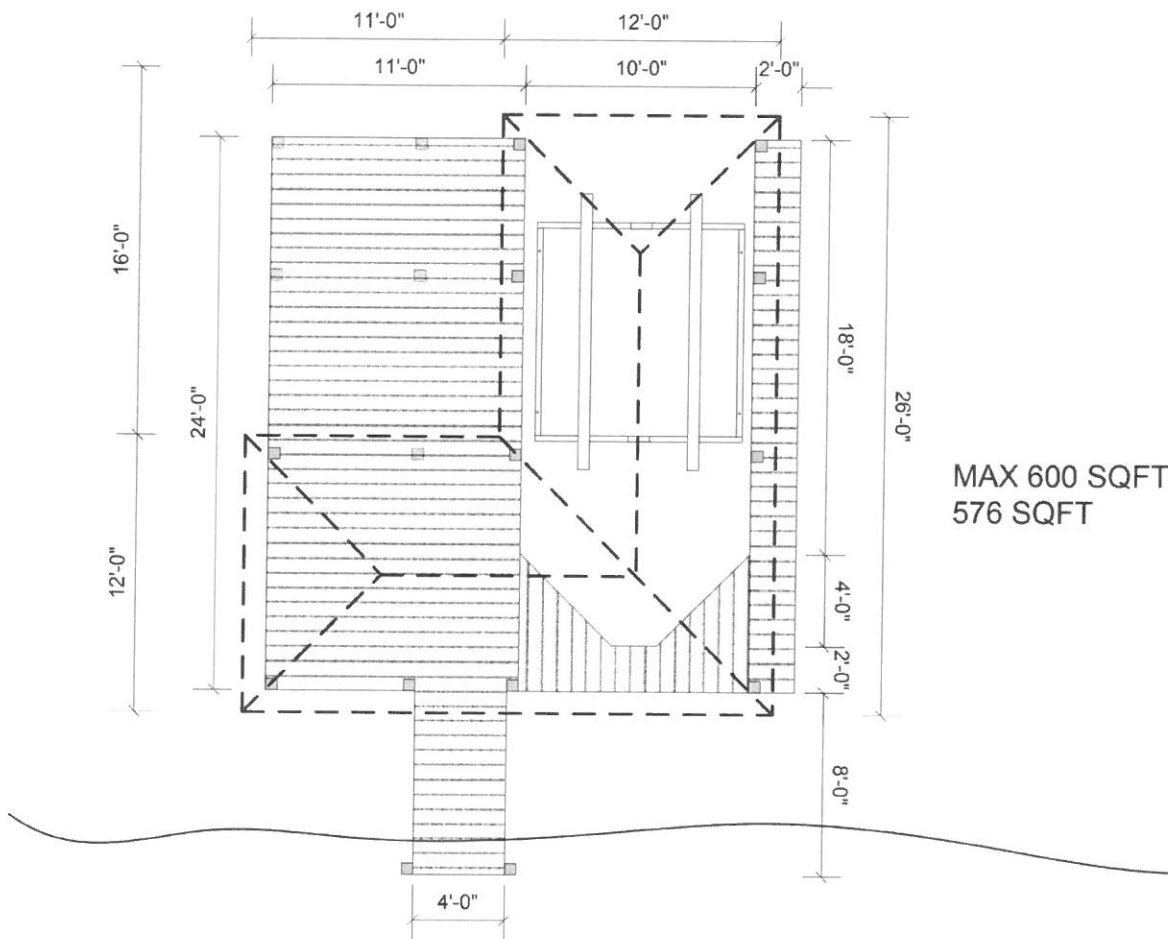
Tara L. Tedrow

TLT/lak

Attachments







MAX 600 SQFT
576 SQFT

EXTREME MARINE

1513 Royal Circle
Apopka, FL 32703
321-229-6554

DESIGNED FOR:

Robert Lazarus

LOCATION:

**560 Country Club Drive
Winter Park, FL 32789**

Copyright

United States Copyright Office
NO. 051019.001 MRC
SCALE: 1/8" = 1' 0"



Dear Mayor and City Commissioners,

We are writing to voice our support for the modification of the boat house/dock dimension restrictions placed on our lakefront lots at Lake Killarney Shores. We reside in the neighborhood and have a fully constructed boathouse on our property that was city-approved, permitted and built per those approved plans. We complied with all of the city's protocols for obtaining approvals of a boat house/dock and find any request to remove or alter our existing docks to be objectionable. No one from the city voiced any concern when four of the surrounding lakefront boathouses were originally constructed. We have been informed that there is a discrepancy between the Lake Killarney Shores plat notes and original city council conditions of approval from a plat hearing some years back. In an effort to avoid litigation with the city or any neighbors, we strongly agree with the following requests before you today:

1. Because the docks at 550, 560, 570 and 616 Country Club Drive were already constructed with a width of 21 feet for their covered area and 23 feet for the overall deck width of the dock, we are requesting that the Commission grandfather in such Existing Docks in accordance with their approvals from the Lakes & Waterways Board and as already constructed, so as to avoid the demolition of or structural changes to such Existing Docks.
2. That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

Respectfully,

Patrick and Shilpa Finnerty

The block contains two handwritten signatures in black ink. The signature on the left is 'Patrick' and the one on the right is 'Shilpa'. Both are written in a cursive, flowing style.

616 Country Club Drive

Winter Park, FL 32789

Removal of restrictions for homes with boathouses

Dear Mayor and City Commissioners,

We are writing to voice our support for the modification of the boat house/dock dimension restrictions placed on our lakefront lots at Lake Killarney Shores. We reside in the neighborhood and have a fully constructed boathouse on our property that was city-approved, permitted and built per those approved plans. We complied with all of the city's protocols for obtaining approvals of a boat house/dock and find any request to remove or alter our existing docks to be objectionable. No one from the city voiced any concern when four of the surrounding lakefront boathouses were originally constructed. We have been informed that there is a discrepancy between the Lake Killarney Shores plat notes and original city council conditions of approval from a plat hearing some years back. In an effort to avoid litigation with the city or any neighbors, we strongly agree with the following requests before you today:

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Respectfully,

550 Country Club Drive

Danae Smith

550 Country Club Drive

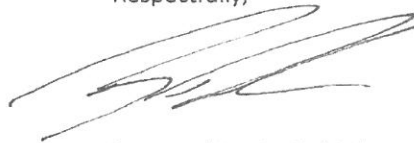
[Signature]

Dear Mayor and City Commissioners,

We are writing to voice our support for the requests before you today regarding dimension restrictions for our lots regarding the size of open boathouses at Lake Killarney Shores. We are building a home in the neighborhood and plan to construct a boathouse exactly sized like the four at 550, 560, 570 and 616 Country Club Drive, which have already been permitted and constructed with city approval. Any restrictions differing from what our immediate neighbors were permitted would diminish the value of our home and isn't equitable. None of the new homeowners who have recently built, or are planning to build, on this lake object these requests. Accordingly, we strongly support the following requests:

1. Because the docks at 550, 560, 570 and 616 Country Club Drive were already constructed with a width of 21 feet for their covered area and 23 feet for the overall deck width of the dock, we are requesting that the Commission grandfather in such Existing Docks in accordance with their approvals from the Lakes & Waterways Board and as already constructed, so as to avoid the demolition of or structural changes to such Existing Docks.
2. That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

Respectfully,



Ryan and Jessica Dalziel
630 Country Club Drive
Winter Park, Florida 32789

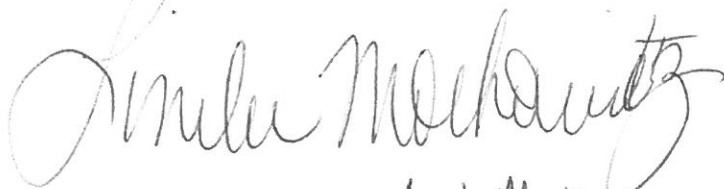


Dear Mayor and City Commissioners,

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2. That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

Respectfully,


Linda Moskowitz

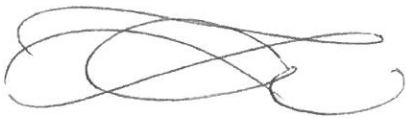

Larry Moskowitz
540 Country Club Dr
Winter Park, FL
32789

Dear Mayor and City Commissioners,

We are writing to voice our support for the modification of the boat house/dock dimension restrictions placed on our lakefront lots at Lake Killarney Shores. We reside in the neighborhood and have a fully constructed boathouse on our property that was city-approved, permitted and built per those approved plans. We complied with all of the city's protocols for obtaining approvals of a boat house/dock and find any request to remove or alter our existing docks to be objectionable. No one from the city voiced any concern when four of the surrounding lakefront boathouses were originally constructed. We have been informed that there is a discrepancy between the Lake Killarney Shores plat notes and original city council conditions of approval from a plat hearing some years back. In an effort to avoid litigation with the city or any neighbors, we strongly agree with the following requests before you today:

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2. That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

Respectfully,



Farshad Anvari

1/31/2021



Kelly Jackson

1/31/2021

570 Country Club Dr

Dear Mayor and City Commissioners,

We are writing to voice our support for the requests before you today regarding dimension restrictions for our lots regarding the size of open boathouses at Lake Killarney Shores. We are building a home in the neighborhood and plan to construct a boathouse exactly sized like the four at 550, 560, 570 and 616 Country Club Drive, which have already been permitted and constructed with city approval. Any restrictions differing from what our immediate neighbors were permitted would diminish the value of our home and isn't equitable. None of the new homeowners who have recently built, or are planning to build, on this lake object these requests. Accordingly, we strongly support the following requests:

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2. That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

Respectfully,

622 Country Club Drive
Chris and Shannon Hurn


Dear Mayor and City Commissioners,

We are writing to voice our support for the requests before you today regarding dimension restrictions for our lots regarding the size of open boathouses at Lake Killarney Shores. We are building a home in the neighborhood and plan to construct a boathouse exactly sized like the four at 550, 560, 570 and 616 Country Club Drive, which have already been permitted and constructed with city approval. Any restrictions differing from what our immediate neighbors were permitted would diminish the value of our home and isn't equitable. None of the new homeowners who have recently built, or are planning to build, on this lake object these requests. Accordingly, we strongly support the following requests:

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2. That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

Respectfully,



Jennifer Flug-Benedetti

1/28/2021

520 Country Club Drive, Winter Park, FL 32789

Dear Mayor and City Commissioners,

We are writing to voice our support for the requests before you today regarding dimension restrictions for our lots regarding the size of open boathouses at Lake Killarney Shores. We are building a home in the neighborhood and plan to construct a boathouse exactly sized like the four at 550, 560, 570 and 616 Country Club Drive, which have already been permitted and constructed with city approval. Any restrictions differing from what our immediate neighbors were permitted would diminish the value of our home and isn't equitable. None of the new homeowners who have recently built, or are planning to build, on this lake object these requests. Accordingly, we strongly support the following requests:

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Respectfully,

 , President
Sean T. WULFF

Dear Mayor and City Commissioners,

We are writing to voice our support for the modification of the boat house/dock dimension restrictions placed on our lakefront lots at Lake Killarney Shores. We reside in the neighborhood and have a fully constructed boathouse on our property that was city-approved, permitted and built per those approved plans. We complied with all of the city's protocols for obtaining approvals of a boat house/dock and find any request to remove or alter our existing docks to be objectionable. No one from the city voiced any concern when four of the surrounding lakefront boathouses were originally constructed. We have been informed that there is a discrepancy between the Lake Killarney Shores plat notes and original city council conditions of approval from a plat hearing some years back. In an effort to avoid litigation with the city or any neighbors, we strongly agree with the following requests before you today:

Because the docks at 550, 560, 570 and 616 Country Club Drive were already constructed with a width of 21 feet for their covered area and 23 feet for the overall deck width of the dock, we are requesting that the Commission grandfather in such Existing Docks in accordance with their approvals from the Lakes & Waterways Board and as already constructed, so as to avoid the demolition of or structural changes to such Existing Docks which will cause unwanted and detrimental environmental disturbances and disarray.

That the remaining lakefront lots (520, 530, 540 and 622 and 630 Country Club Drive) be permitted to construct boathouses/docks with the same maximum dimensions- 21 feet for their vertical covered area and a maximum overall deck width of 23 feet.

Respectfully,

Thomas Cangiano MD

Owner - 560 Country Club Dr



City Commission **agenda item**

item type Public Hearings	meeting date February 24, 2021
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Request of McLaren Orlando LLC for: (Tabled from January 13, 2021)

item list

An Ordinance to amend the Commercial (C-3) Zoning Code Text to establish a new Conditional Use for "Vehicle Sales Showroom" and new Definitions for "Car Sales Business, Vehicle Dealership, Vehicle Sales Business" as well as a Conditional Use approval for such "Vehicle Sales Showroom" at the former Orchard Supply property at 1111 S. Orlando Avenue. (1st Reading)

motion / recommendation

Staff recommendation and the P&Z Board Recommendation is for denial.

background

Update on the McLaren Requests:

The City Commission tabled this matter at the January 13th meeting. The original request was to add a new use to the C-3 Zoning District called "Specialty Transportation Business," which could not be supported by staff as it was perceived to be a way around the use known as Automotive Sales or Automotive Dealership, which is only allowed in a specific geographic area in the northern part of the City along 17-92, per the Zoning Code and the Comprehensive Plan (Comp Plan). It was the opinion of staff that the uses was the same, but the Zoning Code and Comp Plan was attempted to be circumvented by calling the use by another name.

The applicant is still requesting a Zoning Code text change and Conditional Use, but the applicant has now revised their request for the Zoning Code Text change with a revised Ordinance and a new definition for the exact same proposal, building, uses and site plan. The applicant is now proposing to amend the Zoning Code text to provide a definition for the terms that are in the Comprehensive Plan and Zoning Code for "Car Sales Business,

Vehicle Dealership, and Vehicle Sales Business” to describe the typical characteristics of new and used car dealerships. Then they propose to add a new definition and conditional use provision for “Vehicle Sales Showroom” instead of "Specialty Transportation Business" for their McLaren dealership, which would still sell vehicles and would still have vehicle service (also not allowed in this location). It is the opinion of staff there there has been no change to the application, other than an updated name for what is still vehicle sales and service.

Background:

In July 2016, the City approved the Conditional Use to allow the 2.4 acres at 1111 S. Orlando Avenues, between Miller and Indiana Avenues to be redeveloped for an Orchard Supply hardware store. At that time, a parking variance was granted of 23 spaces given the characteristics of this particular business use from the required 119 spaces to 96 spaces.

By late 2018 the Orchard Supply store closed along with the rest of those stores nationwide. The property has been on the market since that time, but it is disadvantaged due to the parking variance that was granted. Without adequate parking, both per code and to meet the practical needs of tenants, the existing building cannot be converted to retail store space or offices, though staff is confident that a creative use of the building can be achieved. The owner has been seeking a lower intensity user that can function with the limited parking but certain types of those uses, such as self-storage, have been at odds with the Code and discouraged by staff.

Request of McLaren Orlando LLC

McLaren Orlando LLC now has a contract to purchase this property to use for the sales and service of their automobiles. The applicant believes that they have little in common with typical car dealerships given their individual characteristics of the transportation products and service. There is no outside display of their products, and the price point (\$250,000 and up) puts them in a category where customers are typically seen by appointment. The staff and traffic generated by the proposed business are minimal and not comparable to a typical car dealership. Given this low intensity use, a large portion of their parking lot is surplus and not needed. As a result, the applicant is proposing to convert 22,000 square feet of the Orlando Avenue frontage of this property from parking lot to an open green landscape space for as long as their business occupies this building.

Along with vehicles still being displayed for sale, a large vehicle service area is still a part

of the plans, similar to standard vehicle dealerships.

Comprehensive Plan/Zoning Code Conformance

The Comprehensive Plan contains the general policy below and the specific policy for this planning area that relates to vehicle sales. This is implemented in the Zoning Code with the text below that prohibits the location of any new or used car/vehicle dealership/business except in two geographic areas due to characteristics of those businesses.

Comprehensive Plan Policies:

Policy 1-5.4.8: Enhance the Appeal & Improve the Property Values of Certain Gateway Corridor Entrances into the City of Winter Park. *In order to establish, maintain and enhance the character and aesthetic appeal of certain important gateway corridor entrances into the City of Winter Park, and to increase the property values along such gateway corridor entrances to the City, in order to distinguish those gateways as attractive entrances into the City, the City shall, prohibit certain business types along the frontage of those roadway corridors to exclude any new or used car sales businesses, auto repair businesses, resale stores or pawn shops, vapor lounges or smoke shops, adult oriented businesses, gas/service stations and convenience stores.*

Policy 1-J-6: Concentrate Vehicle Dealerships North of Webster Avenue or Lee Road *The policies of this Comprehensive Plan restrict car sales businesses to two geographic areas where such businesses are permitted. One such area where vehicle sales business are potentially allowed as conditional uses is in this planning area north of Webster Avenue or north of Lee Road.*

Zoning Code excerpt:

(c) Conditional uses. The following uses may also be permitted as conditional uses following review by the planning and zoning board and approval by the city commission in accordance with the provisions of this Article. See Sec. 58-90 Conditional Uses.

(1) New and used motor vehicle, boat or trailer sales but per the policies of the Comprehensive Plan restricted and limited to locations north of Webster Avenue, west of Denning Drive and east of Bennett Avenue and locations on the west side of Wymore Road, north of Lee Road.

The applicant is requesting that the City treat their business type differently, so that McLaren or other similar products like them, such as Rolls Royce, Bentley, Lamborghini, Ferrari could request a Conditional Use approval based upon specific criteria, in any area of town where C-3 Zoning exists.

The Zoning Code Text Amendment Requested By Applicant

The applicant's request is to establish a new conditional use for a "vehicle sales showroom" which mandates conformance to specific criteria. Those criteria are that all product and inventory are limited to no more than 25 vehicles, all inventory must be housed within a fully enclosed building, that all repair and service must be conducted within a fully enclosed building with no outside storage permitted, that the hours of retail operation are limited to 8 am to 6 pm Monday-Friday and 9 am to 5 pm on Saturday and that 30% of subject property, exclusive of stormwater retention, shall be devoted to green open space visible from an arterial roadway. The proposed ordinance would also establish a definition for a "vehicle sales showroom" as well to provide definition for the terms that are in the Comprehensive Plan and Zoning Code for "Car Sales Business, Vehicle Dealership, Vehicle Sales Business" to describe the typical characteristics of new and used car dealership and incorporating the conditional use for "vehicles sales showroom" and criteria in the Zoning Code.

McLaren Conditional Use Request

The specific request by McLaren at 1111 S. Orlando Avenue would maintain the same layout of building and parking lot that currently exists but would convert the 22,000 sq. ft. at the corner of Orlando and Miller Avenues into a green space. The applicant has provided a landscape plan of their commitment to transform that corner into green space. It is intended as a passive green space primarily for the aesthetic benefit of green open space. It would be open to the public but not set up for recreation or use of any type, thus providing no benefit as a useable park or open space for surrounding neighbors. Because the creation of this greenspace is meant to entice to approval of significant changes to the Zoning Code and Comp Plan, staff would expect greater community benefit than simply a green space that provides no real community benefit or use as parkland.

The existing Orchard Supply building would undergo an exterior image transformation that would open up the building for viewing by replacing many solid wall areas with glass walls with visibility oriented towards Orlando Avenue to enhance the appearance of the

building and to allow visibility of their products. Inside the building the existing mezzanine would be expanded to add additional second floor space all within the existing roof height and dimensions of the current building.

The location of the base of the previous Orchard Supply monument sign at the Orlando/Miller Avenue corner would be re-used as well as wall signage within Code on the building.

Summary and Recommendation

Being on a main gateway entrance to the City, staff has concerns about the prominence of the vehicle display and the method of approval for such a business and the unintended consequences of creating a pathway (just amend the Zoning Code) that may allow others to ask for equitable treatment in the sale and service associated with their business of selling vehicles.

The inherent problem is that we are creating a definition for "vehicle sales showroom," previously "specialty retail automotive," which opens the door for another applicant to ask to amend that same definition to fit their business characteristics. Not a single change to the site plan or uses has been made, despite neighborhood and staff concerns.

Staff remains very concerned about the method chosen by the applicant and the unwillingness to modify any of the plans for the property. Staff has relayed to the applicant that there would be a proper legal method to pursue if they felt that this property was appropriate for their proposed use. The proper method of bringing this use forward is to amend the Comprehensive Plan to no longer have a geographic boundary on vehicle sales and service that is concentrated on the northern portion of the 17-92 corridor, adjacent to existing vehicles sales. If the Commission feels that C-3 Zoning or this specific site should allow Vehicle Sales and Service then staff would request affirmation that the Commission would like to consider this change to the Com Plan. Staff would then bring back an application, with proper legal notice, to P&Z and the Commission for consideration. This would be the proper legal method that would keep the Commission in the position of following the Comp Plan and not making special exceptions that could have potential legal challenges and unforeseen consequences with future applications.

Planning and Zoning Board Minutes – December 1, 2020

- ZTA #20-09; CU #20-08 Request of McLaren Orlando LLC for an Ordinance to amend the Commercial (C-3) Zoning Code Text to establish a new Conditional Use for “Specialty Transportation Business” and for Conditional Use approval for such business at 1111 S. Orlando Avenue.

Mr. Stephenson provided the Board a brief overview of the request. Mr. Stephenson explained that the item was heard at the last Planning and Zoning Board meeting on November 2, 2020, but was tabled by the applicant for 30 days to allow for more community outreach and to implement the recommendations received from the Board and public comment. Mr. Stephenson noted that staff had not received any indication that there had been any changes or updates to the project within the 30 days. Mr. Stephenson advised that staff’s recommendation was still for denial of the request as staff does not support creating new code definitions to accommodate an individual purpose for a specific project, and which could place the City in undesirable situations.

The applicant’s land use counsel, Mary Solik, 121 South Orange Avenue, Suite 1500, Orlando, FL 32801, briefly addressed the Board. Ms. Solik advised that the applicant had to seek extensions of certain contract terms for the project due to the 30-day continuance, which took several weeks to secure. Ms. Solik noted that at the same time the applicant was internally re-evaluating the feasibility of the Winter Park location. Due to these reasons, community contact with Harper Place Homeowners Association and Orwin Manor Homeowners Association was delayed until after the Thanksgiving holiday. Ms. Solik mentioned that a site walk had been completed with the President of the Orwin Manor HOA, who invited the applicant to make a community presentation at their next resident meeting. Ms. Solik also mentioned that talks with the President from the Harper Place HOA had been very positive and supportive and that a significant landscape plan was currently being work on for the west side of the project near the Harper Place townhomes. Ms. Solik also added that the applicant planned to continue to complete more community outreach to gain greater support for the project.

Vice Chairman Turner inquired whether or not the meeting with the Orwin Manor HOA President included any other Board members.

The principal of McLaren Orlando, LLC, Chris Hardiman, 1736 Indiana Avenue, Winter Park, FL 32789, addressed the Board member’s question. Mr. Hardiman noted that he had spoken with two members of the Board but the meeting was only with the Board

President.

The board heard public comment from the following residents:

Nolan Kline of 1554 Cavendish Road, Winter Park, FL 32789 addressed the Board. Mr. Kline expressed concern regarding pedestrian safety and adverse traffic conditions.

No one else from the public wished to speak. The public hearing was closed.

Mr. Stephenson addressed Board questions and mentioned that staff's main concern is the proposed process and technique of the applicant to gain project approval.

The Board briefly discussed the item and raised questions and concerns regarding the following:

- o other possible uses for the lot,
- o the location of the project,
- o the timeline of the project.

Motion made by Jim Fitch, seconded by Owen Beitsch, for denial of an Ordinance to amend the Commercial (C-3) Zoning Code Text to establish a new Conditional Use for "Specialty Transportation Business" and for Conditional Use approval for such business at 1111 S. Orlando Avenue.

Motion carried with a 6-1 vote. (Jim Fitch voted in opposition of the denial.)

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[LDC Ordinance_McLaren REVISED.docx](#)

ATTACHMENTS:

[Location Map 2.pdf](#)

ATTACHMENTS:

[Site plan & Elevation.pdf](#)

ATTACHMENTS:

[Orwin Manor Letter re Orchard Supply Site Reuse.pdf](#)

ATTACHMENTS:

[McLaren Orlando-REAR PROPERTY BUFFER.pdf](#)

ATTACHMENTS:

[2_P&Z Agenda Backup_McLaren Request.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING ARTICLE III ZONING REGULATIONS OF CHAPTER 58
OF THE LAND DEVELOPMENT CODE TO AMEND SUBSECTION 58-
76 COMMERCIAL (C-3) DISTRICT TO ESTABLISH A NEW
CONDITIONAL USE FOR VEHICLE SALES SHOWROOM AND TO
AMEND SUBSECTION 58-95 DEFINITIONS TO ESTABLISH
DEFINITIONS FOR CAR SALES BUSINESS, VEHICLE DEALERSHIP,
VEHICLE SALES BUSINESS, AND VEHICLE SALES SHOWROOM.
PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS,
AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Winter Park (the “City”) recognizes that certain types of business are unique to their product lines which requires special consideration and clarification of the intent of the Zoning Code; and

WHEREAS, the City recognizes that the Planning and Zoning Board and/or the City Commission desires that other factors such as the voluntary provision of green open space in commercial areas is important for the character and environment of the City; and

WHEREAS, the City recognizes that the Planning and Zoning Board and/or the City Commission recognizes that such factors are only one part of the consideration for the approval of conditional uses but, agrees that those types of applications may be heard; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, and section 58-372 of the City Code of Ordinances, the City’s local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein; and

WHEREAS, this Ordinance is being adopted in the best interests of the health, safety and welfare of the citizens of Winter Park.

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

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

SECTION II: EDITS. Portions of Chapter 58, Land Development Code, Article III, Zoning Regulations, are hereby amended to read as shown below, and words with single underlined type shall constitute additions to the original text and ~~strike-through~~ shall constitute deletions to the original text. Provisions not included are not being amended.

SECTION III: AMENDMENT. Chapter 58, Land Development Code, Article III, Zoning Regulations, Section 58-76 “Commercial (C-3) District” is hereby amended in subsection (c) (1) to establish a new conditional use as shown below and that Section 58-95 “Definitions” is hereby amended to add new definitions for car sales business, vehicle dealership, vehicle sales business, and vehicle sales showroom, to read as follows:

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

(c) Conditional uses.

(p) Vehicle sales showroom. provided the following criteria are met that all product and inventory must be housed within a fully enclosed building, that all repair and service must be conducted within a fully enclosed building with no outside storage permitted, that the hours of retail operation are limited to 8 am to 6 pm Monday-Friday and 9 am to 5 pm on Saturday and that 30% of subject property, exclusive of stormwater retention, shall be devoted to green open space visible from an arterial roadway.

Sec. 58-95. Definitions.

Car sales business, vehicle dealership, vehicle sales business means the new and used sale of motor vehicles, as that term is defined by this Code, outside of an enclosed building.

Vehicle sales showroom means the new and used sale of motor vehicles wholly within an enclosed building; with inventory of 25 units or less; no outside parking or storage of inventory; no outside display of inventory; and no outside storage of motor vehicle parts or tires. Vehicle sales showroom may include accessory motor vehicle repair within a fully enclosed building with doors open only for ingress and egress.

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

SECTION V: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION VI: CODIFICATION. Section III of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word “Ordinance” may be changed to “Section,” “Article,” or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener’s errors.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

City of Winter Park

Steven M. Leary, Mayor

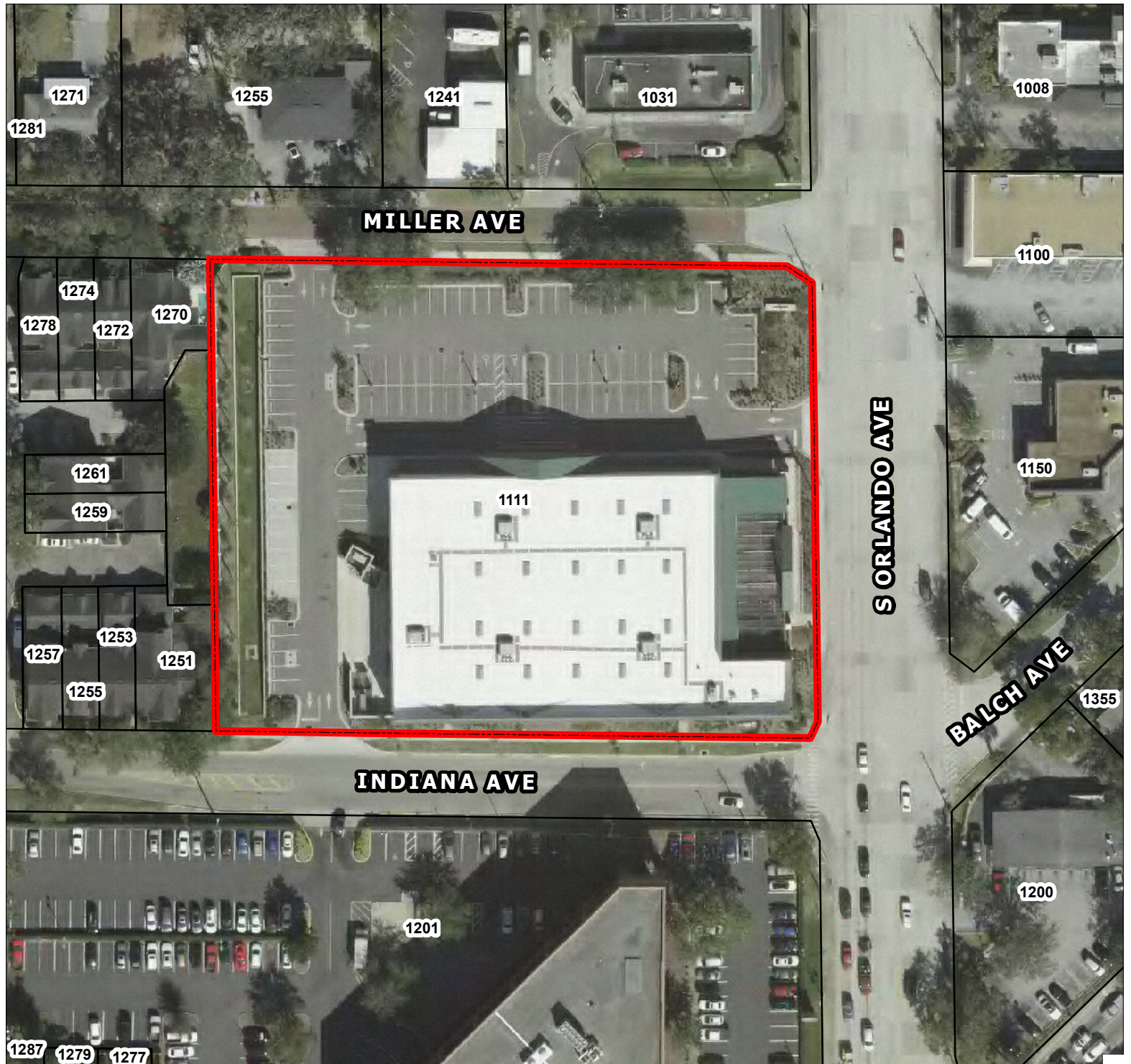
Attest: _____
Rene Cranis, City Clerk



LOCATION MAP

1111 S Orlando Ave

City of Winter Park
Florida







SOUTHERN MAGNOLIA



DWARF INDIAN HAWTHORN



HUMMINGBIRD BUSH



DWF VARIGATED SCHEFFLERA



SABAL PALMETTO



PINK MUHLY GRASS

1111 South Orlando
Greenspace Calculation

Total Site	103,574 SF
Total Greenspace (does not include Stormwater Area)	33,574 SF
Percent Green Space	32.6%



LIGUSTRUM TREE



JAPANESE BLUEBERRY



LIRIOPE BORDER GRASS



REGINA IRIS



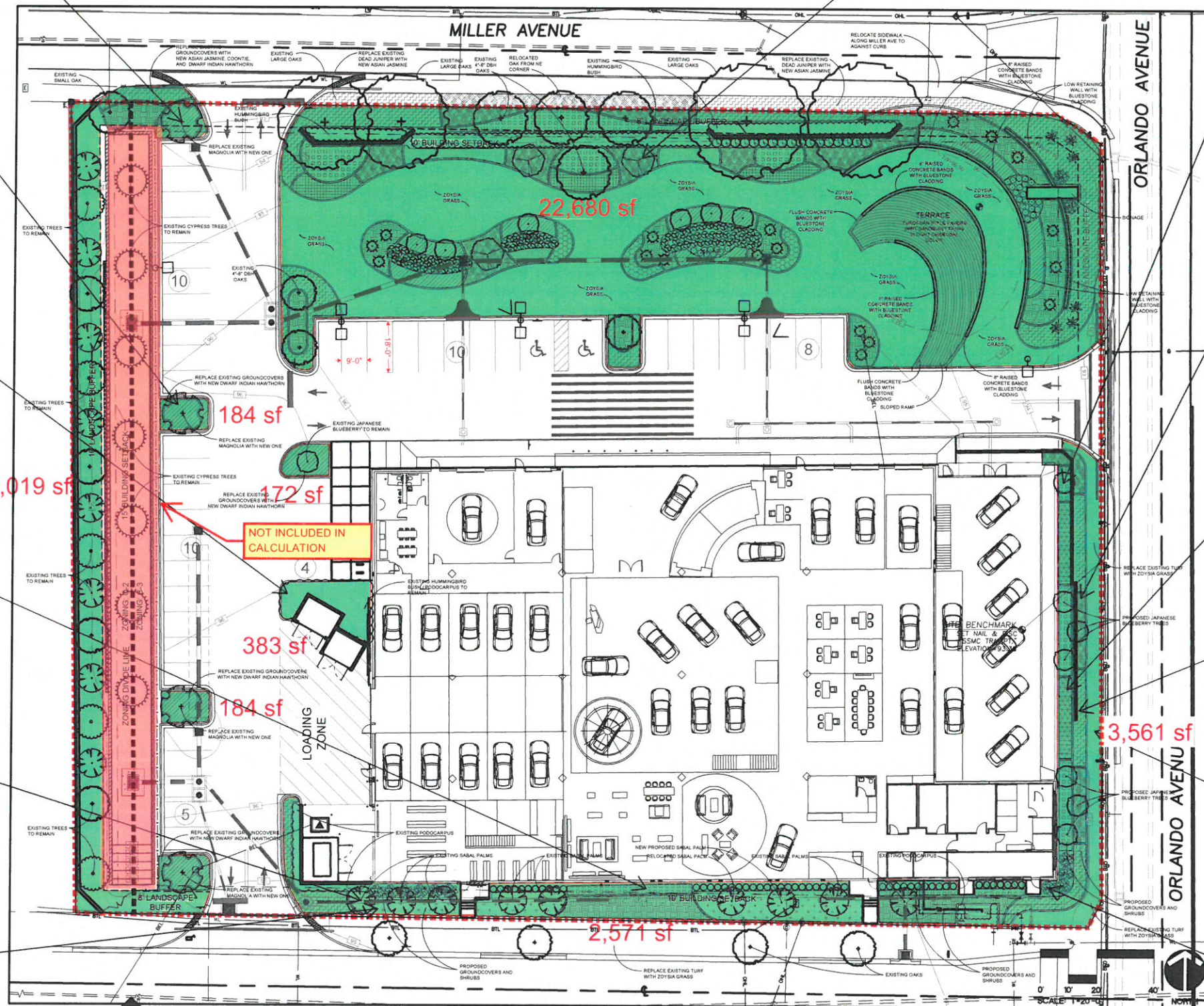
ASIAN JASMINE



ZOYSIA GRASS



DWARF BOTTLEBRUSH



OVERALL SITE CONCEPT PLAN 103,574 sf

SCALE: 1"=20'-0"

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
720 VASSAR STREET
ORLANDO, FL 32804 (407) 418-1338

SIGNATURE AND DATED SEAL
CHRISTOPHER D. RICGLA 667122

3rd PARTY VERIFICATION

OVERALL SITE CONCEPT PLAN
AND PLANT PHOTOS

DRAWING TITLE

PROJECT ADDRESS

REV. DESCRIPTION DATE

PROJECT NO.

PHASE

SCALE

PRELIMINARY DESIG

FILE NAME

DRAWN BY

DATE

CHECKED BY

DATE

L-102

ORWIN MANOR WESTMINSTER ASSOCIATION

Post Office Box 2367, Winter Park, FL 32790-2367

November 22, 2020

Re: Reuse of the Orchard Supply site

Dear Mayor and Commissioners,

The Orwin Manor Westminster Association has successfully dedicated much effort to the traffic safety issues on Orange Avenue and now finds itself battling an inappropriate reuse of the former Orchard Supply site.

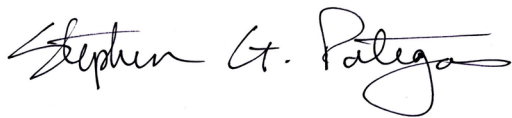
The board has unanimously voted to NOT support reuse as a car dealership. That use of the property is inappropriate and the developer's request for a special conditional use must be rejected.

There are numerous negatives to this proposed re-development of the Orchard Supply building:

1. The exception to the zoning in this area may lead to more auto dealerships or other inappropriate uses.
2. Pedestrian safety is a serious issue in this area. The test driving of high-performance vehicles in this area increases risk. Encourage pedestrians and bicyclists - do not discourage them.
3. This use could be allowed in the Orange Ave corridor overlay or other nearby areas.
4. Hundreds of residents live within earshot of this site and some are just a few feet away. These neighborhoods are already subjected to noise from 17/92, Orange Avenue, Interstate 4, and Florida hospital helicopters. Do not add to this pollution.
5. The McLaren Orlando group hosts huge events. We have no faith that any agreement to control such events would be followed. Are the neighbors expected to constantly police and report infractions? Do not place us in that untenable position.
6. Large tractor trailer transport trucks are totally inappropriate in this area of high traffic congestion. How do they intend to get them in and out of the traffic congestion on 17/92 and not impact residential streets?
7. On a site that does not have adequate parking, overflow parking will flow onto our neighborhood streets.

This proposed reuse must be rejected. Send a clear message that our quality of life will not be further degraded. Allow an appropriate use we will want to walk and bike to. Strengthen neighborhoods, do not weaken them.

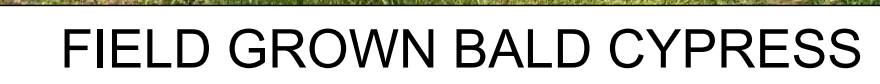
Regards,



Stephen Pategas
Orwin Manor Westminster Board Member since 1987



SCALE: NTS

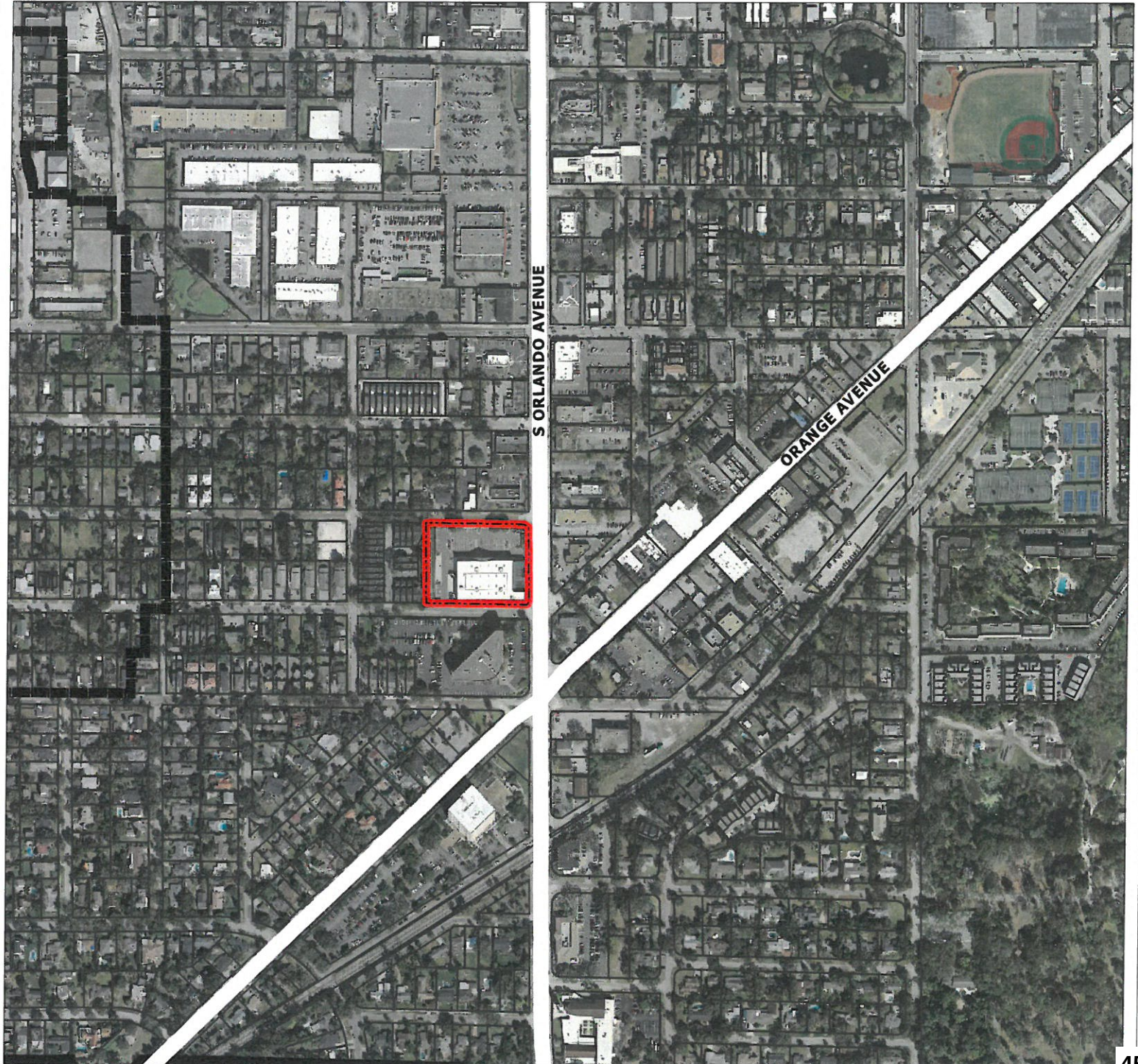




LOCATION MAP

1111 S Orlando Ave

City of Winter Park
Florida

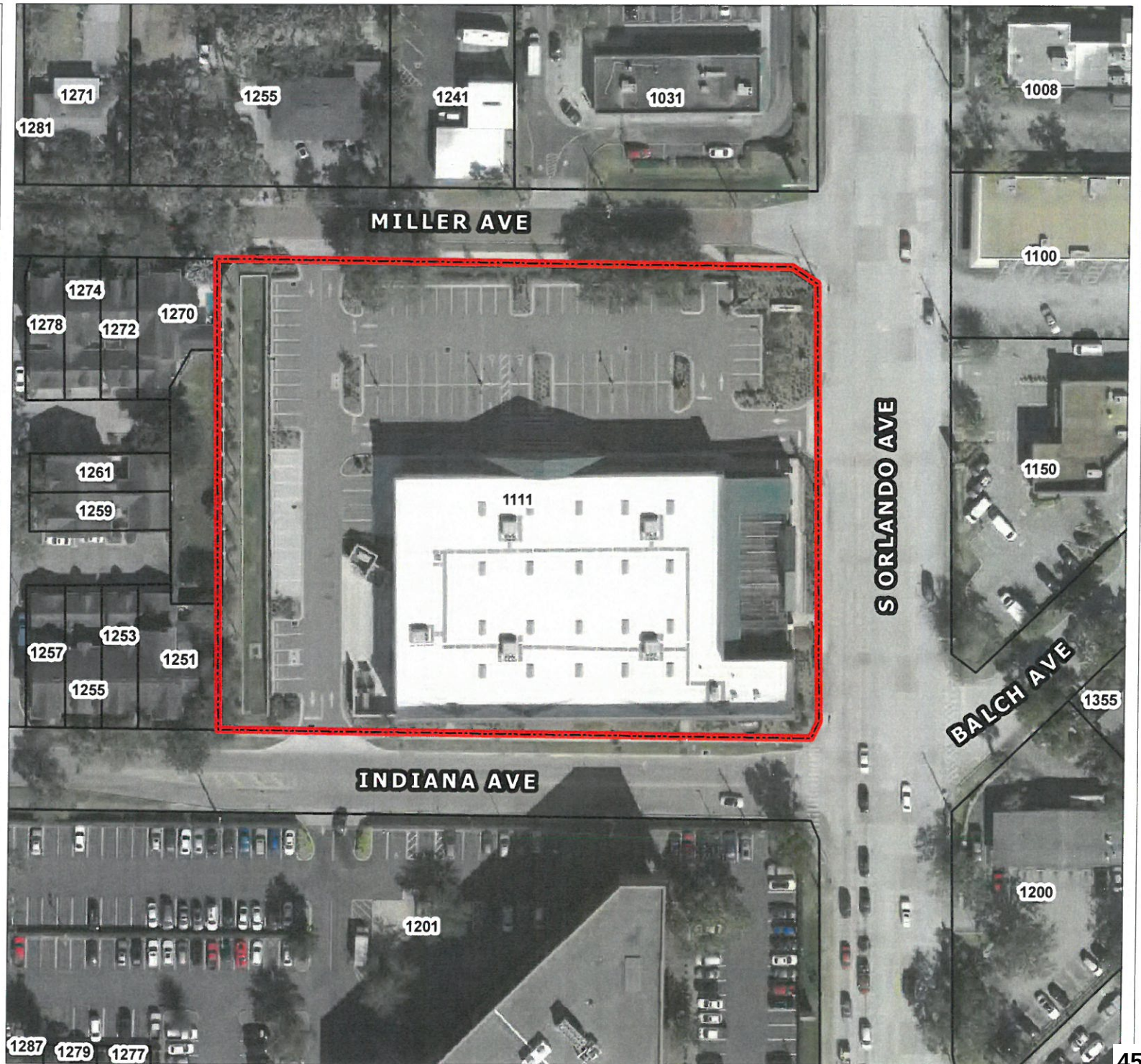




LOCATION MAP

1111 S Orlando Ave

City of Winter Park
Florida





SOUTHERN MAGNOLIA



DWARF INDIAN HAWTHORN



HUMMINGBIRD BUSH



DWF VARIGATED SCHEFFLERA



SABAL PALMETTO



PINK MUHLY GRASS

1111 South Orlando
Greenspace Calculation

Total Site	103,574 SF
Total Greenspace (does not include Stormwater Area)	33,574 SF
Percent Green Space	32.8%



LIGUSTRUM TREE



JAPANESE BLUEBERRY



LIRIOPE BORDER GRASS



REGINA IRIS



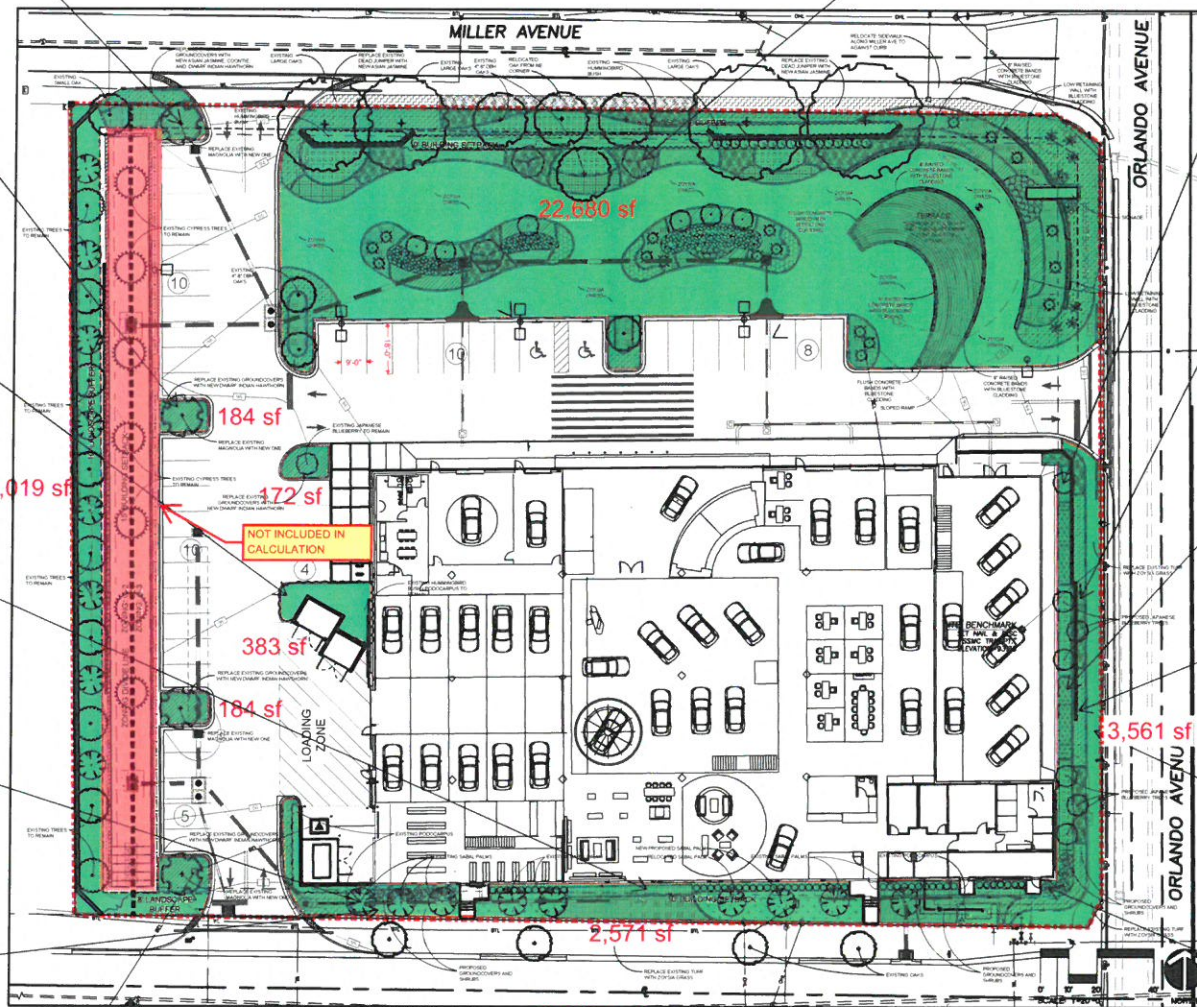
ASIAN JASMINE



ZOYSIA GRASS



DWARF BOTTLEBRUSH



A OVERALL SITE CONCEPT PLAN 103,574 sf

SCALE: 1"=20'-0"

BORELL PARTNERS
LANDSCAPE ARCHITECTS
1111 SOUTH ORLANDO AVE., SUITE 100
ORLANDO, FL 32801
TEL: 407.251.1111
WWW.BORELLPARTNERS.COM

OVERALL SITE CONCEPT PLAN AND PLANT PHOTOS

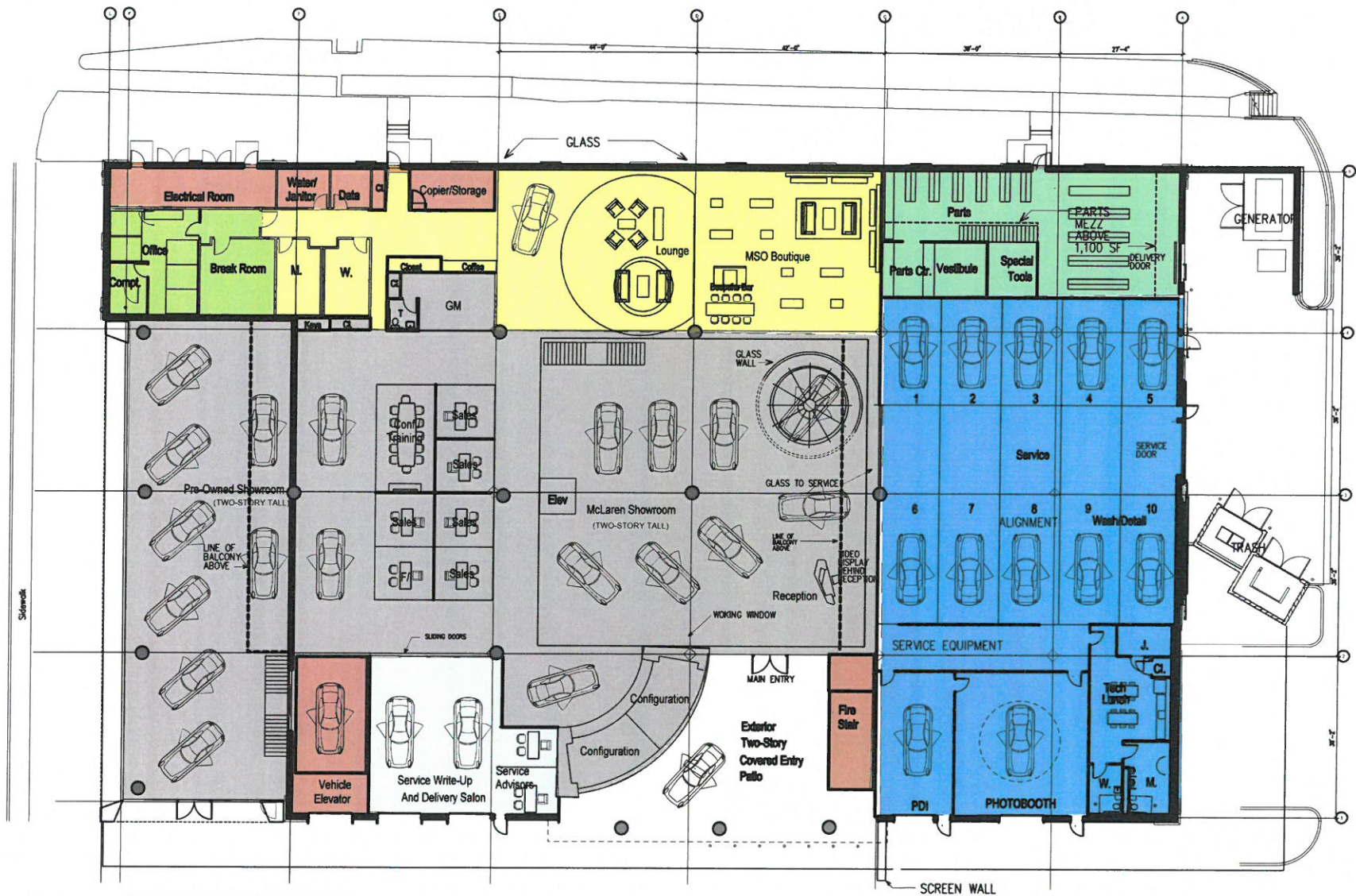
PROJECT NO. 1111
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DRAWN BY JTB
CHECKED BY JTB
DATE 08/27/19

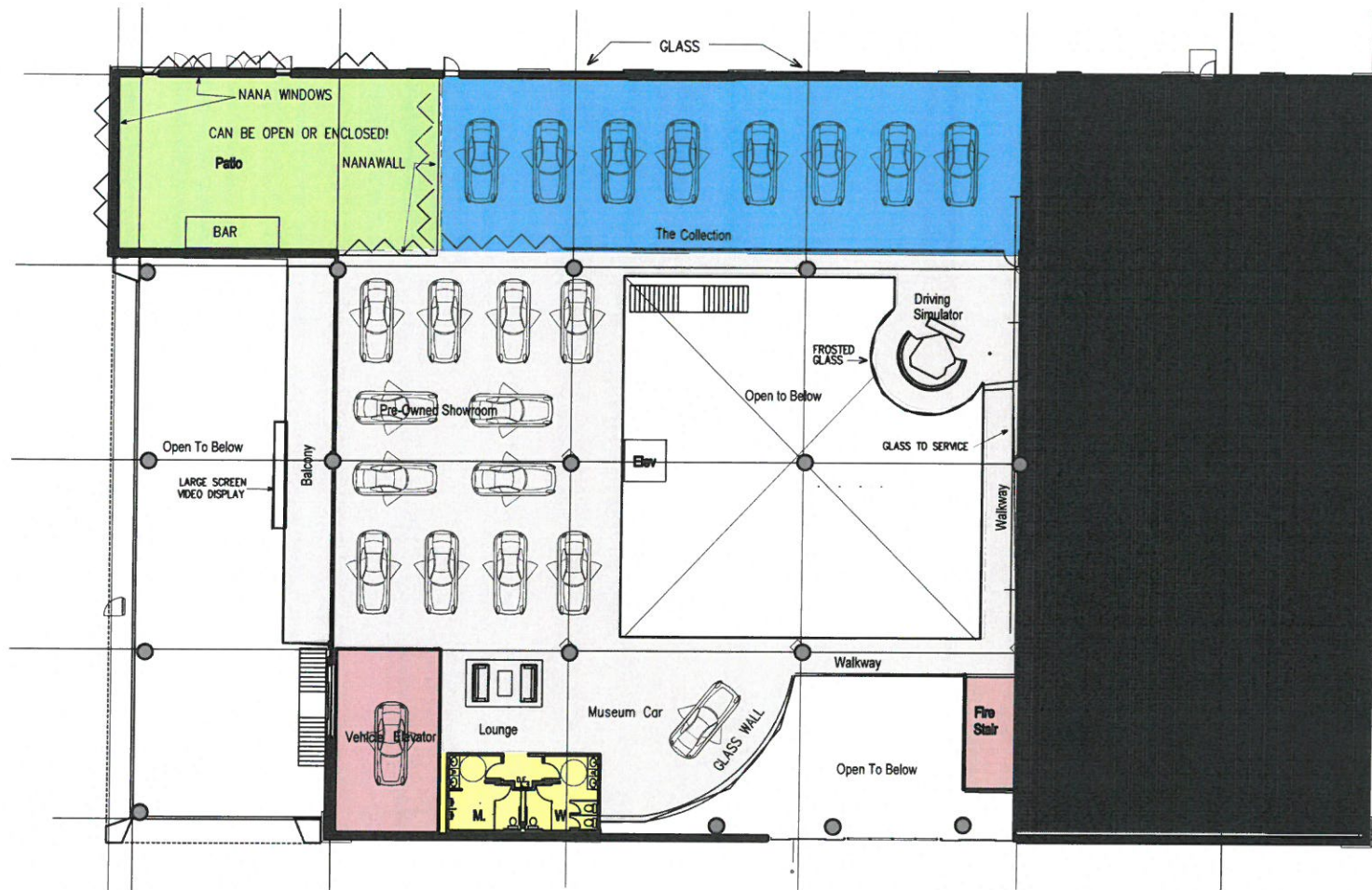
PROJECT ADDRESS 1111 SOUTH ORLANDO AVE.
CITY ORLANDO, FL 32801
OWNER NAME AND ADDRESS 1111 SOUTH ORLANDO AVE., SUITE 100
ORLANDO, FL 32801

3rd PARTY VERIFICATION

SIGNATURE AND DATED SEAL

L-102









1111 S. Orlando Ave.
Winter Park, Florida
October 1, 2020





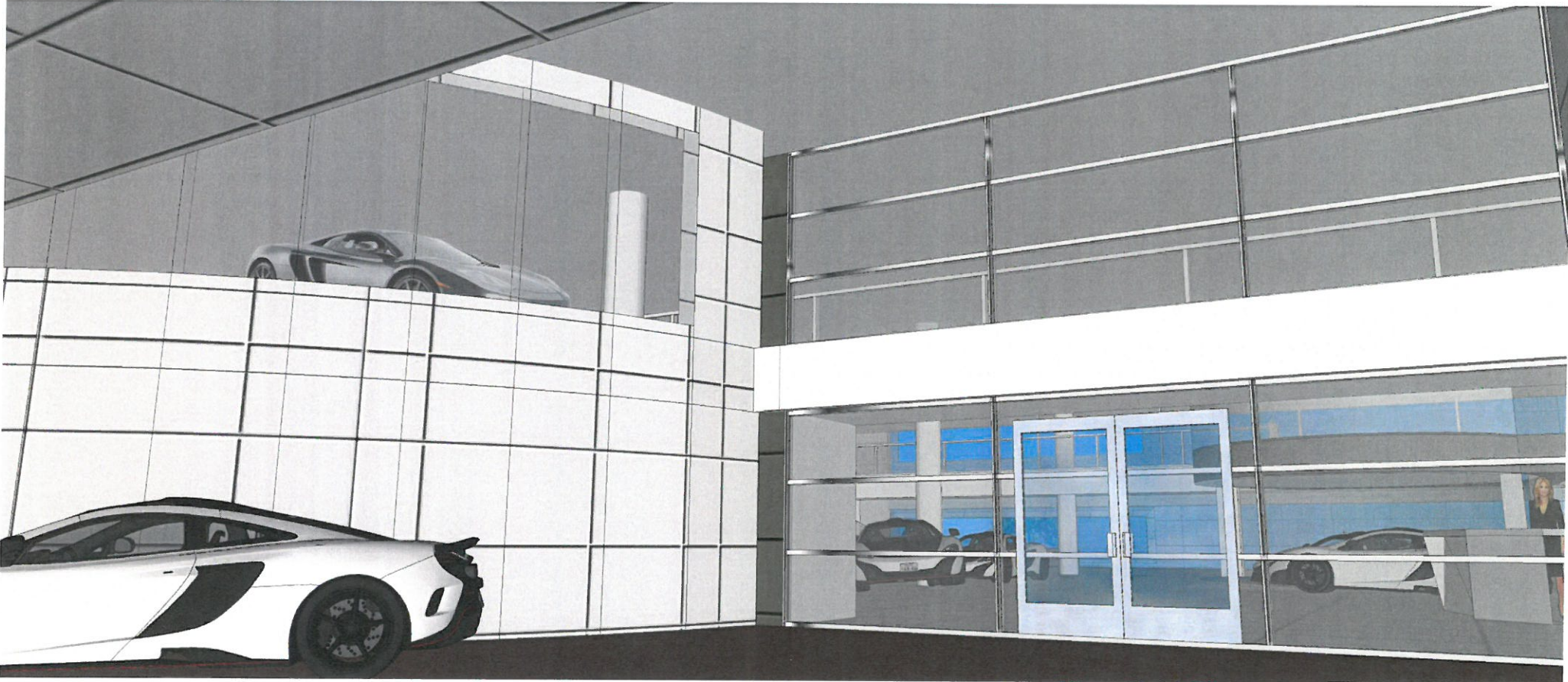


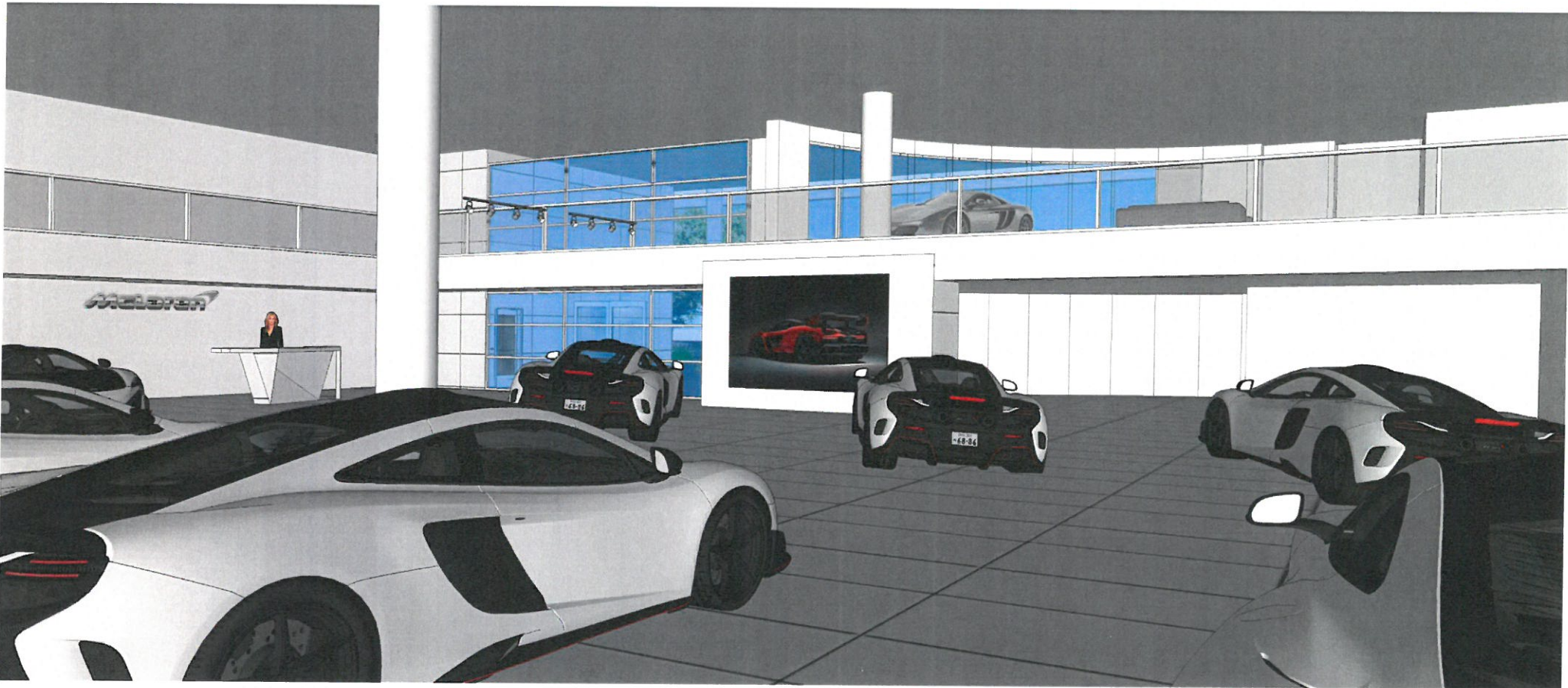


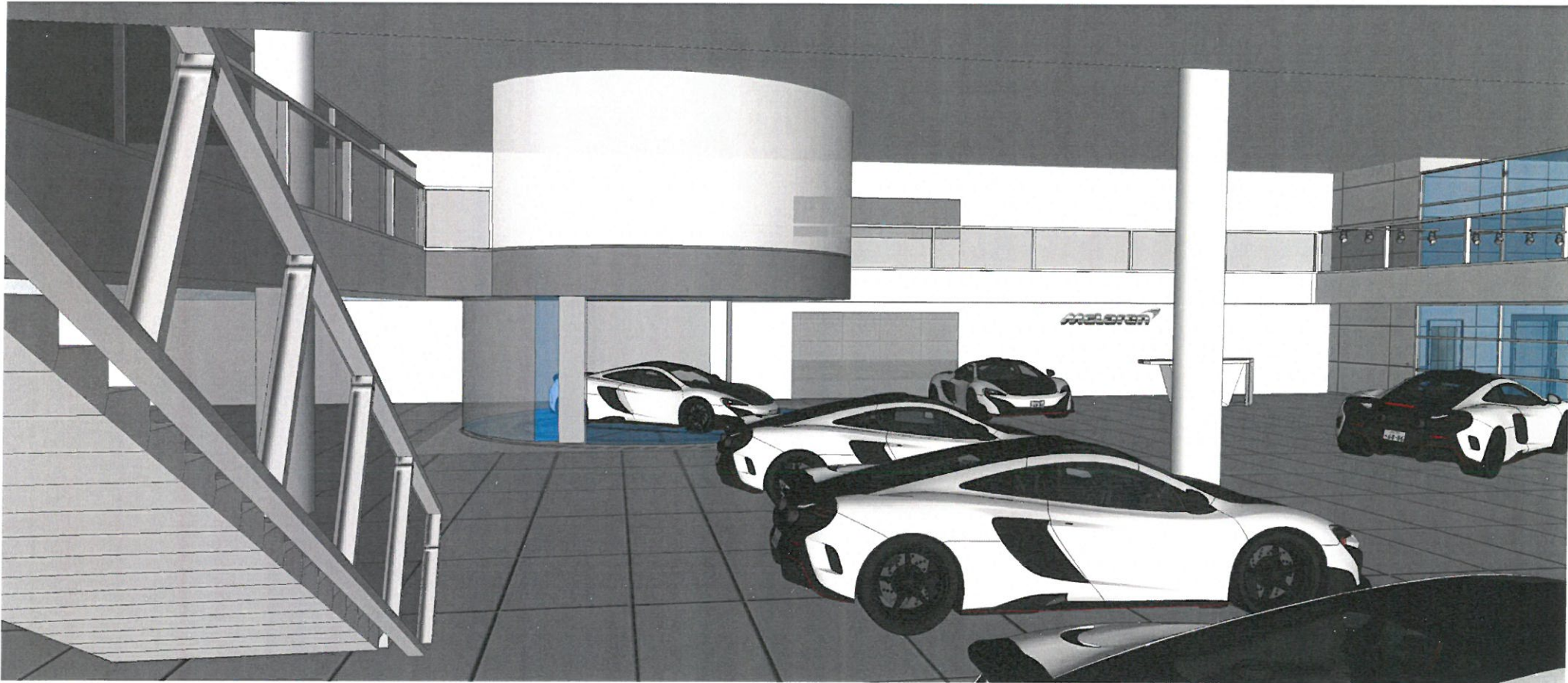


1111 S. Orlando Ave.
Winter Park, Florida
October 1, 2020

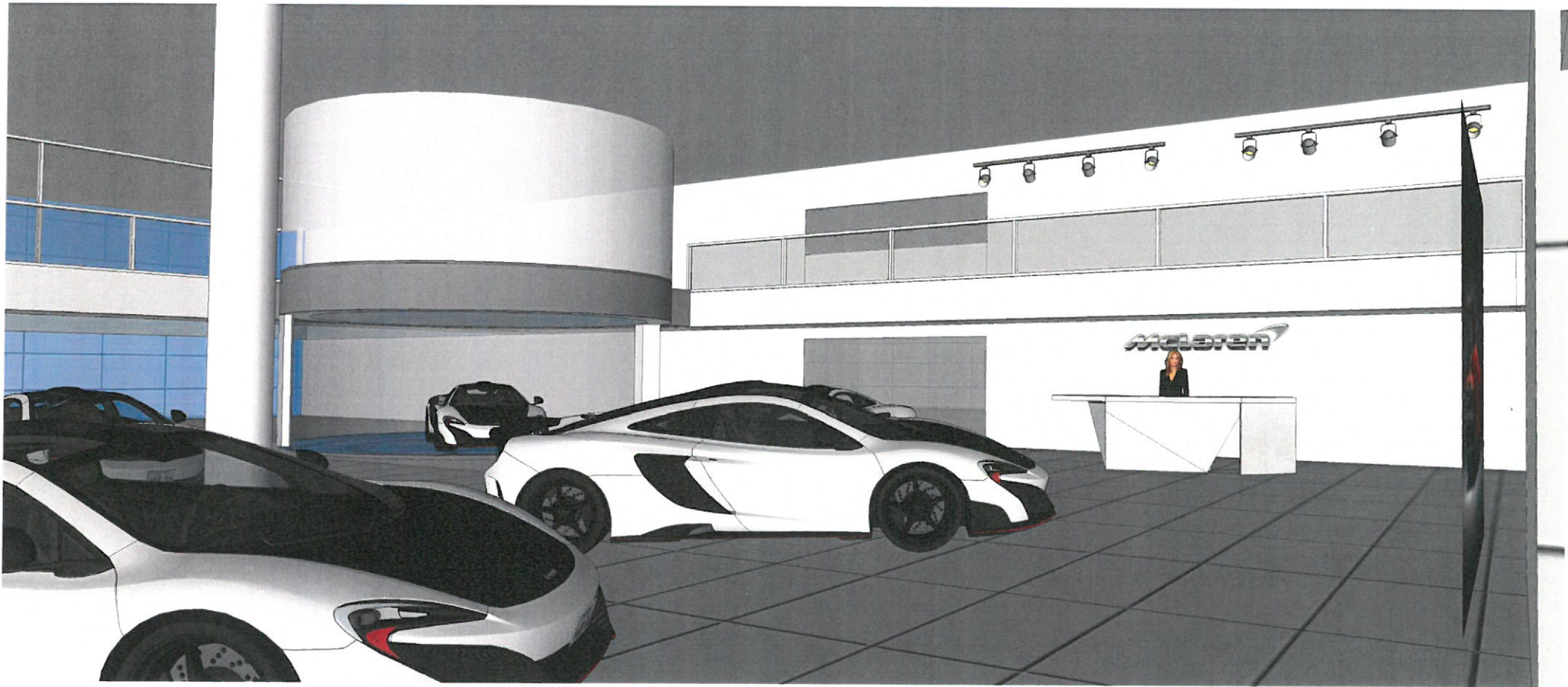


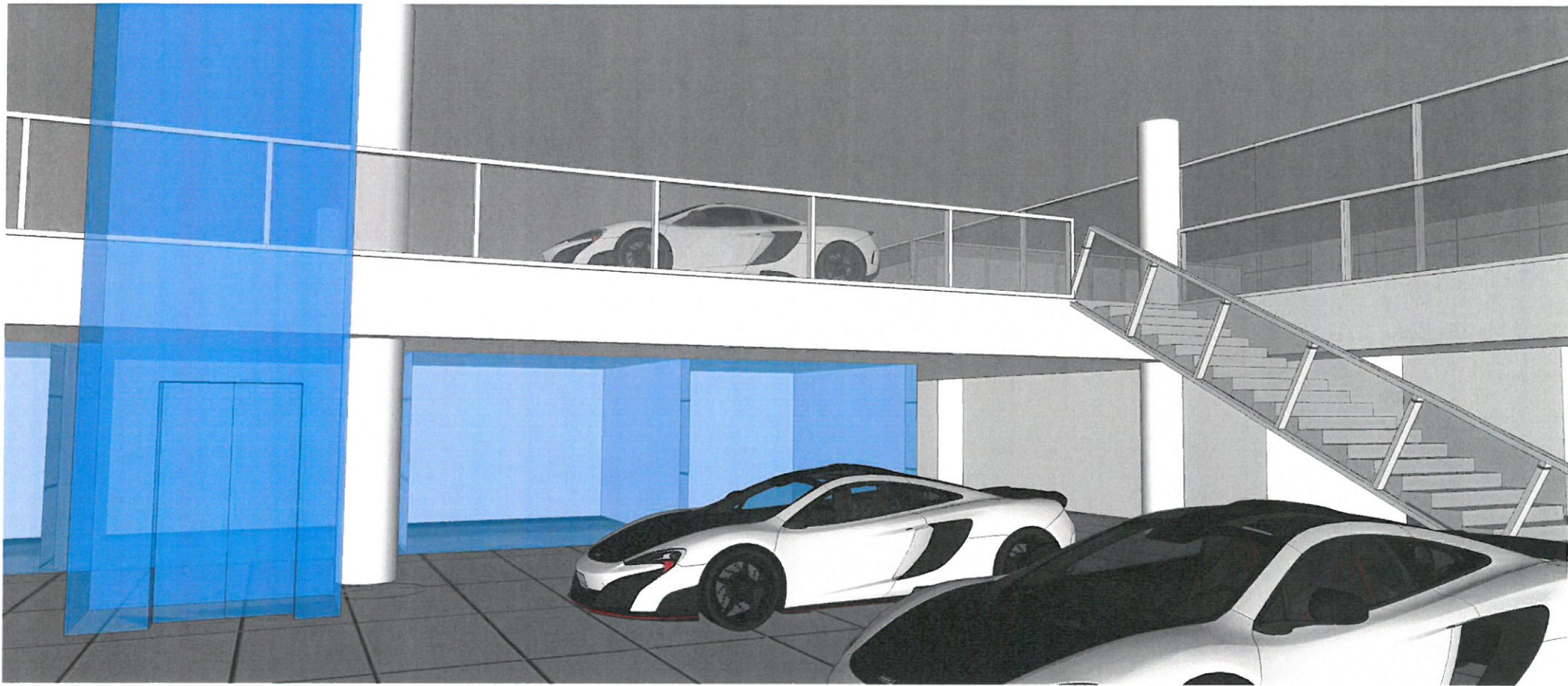


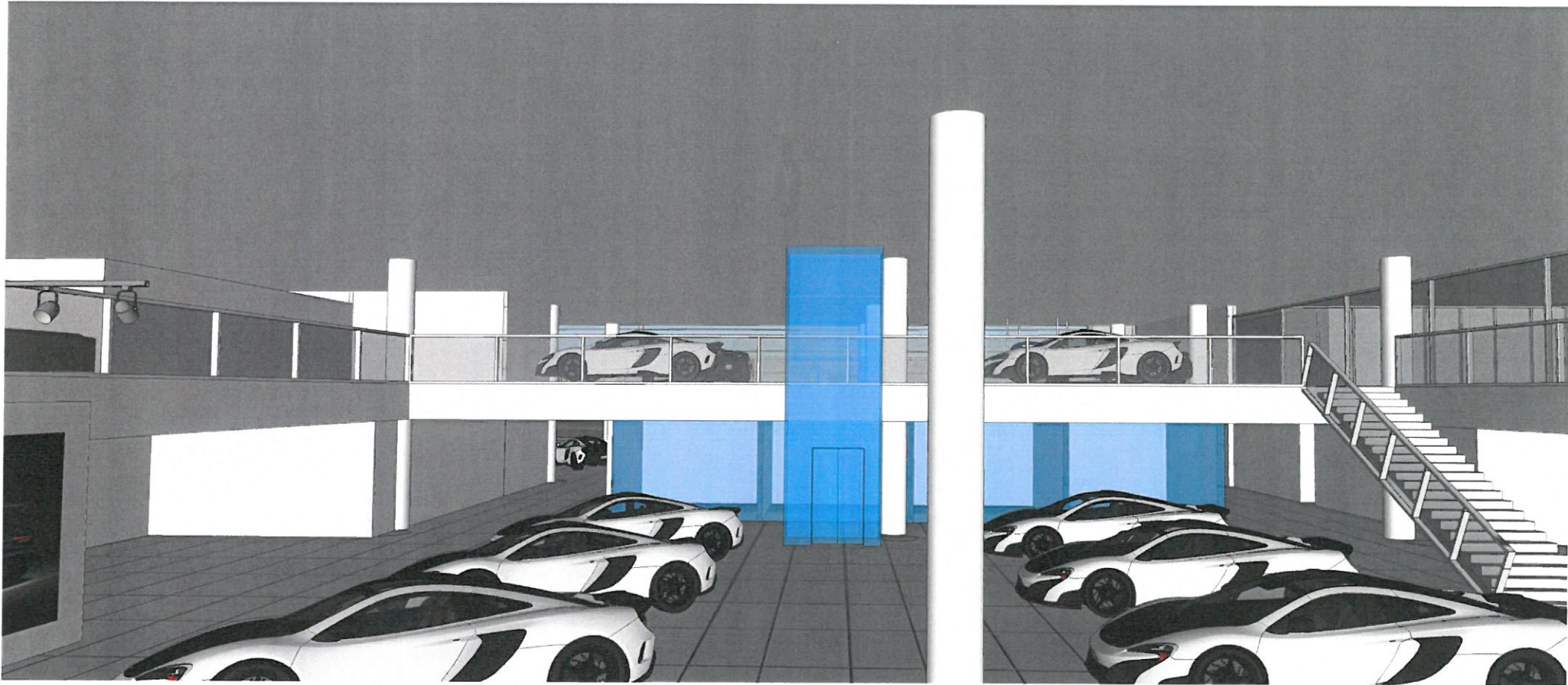


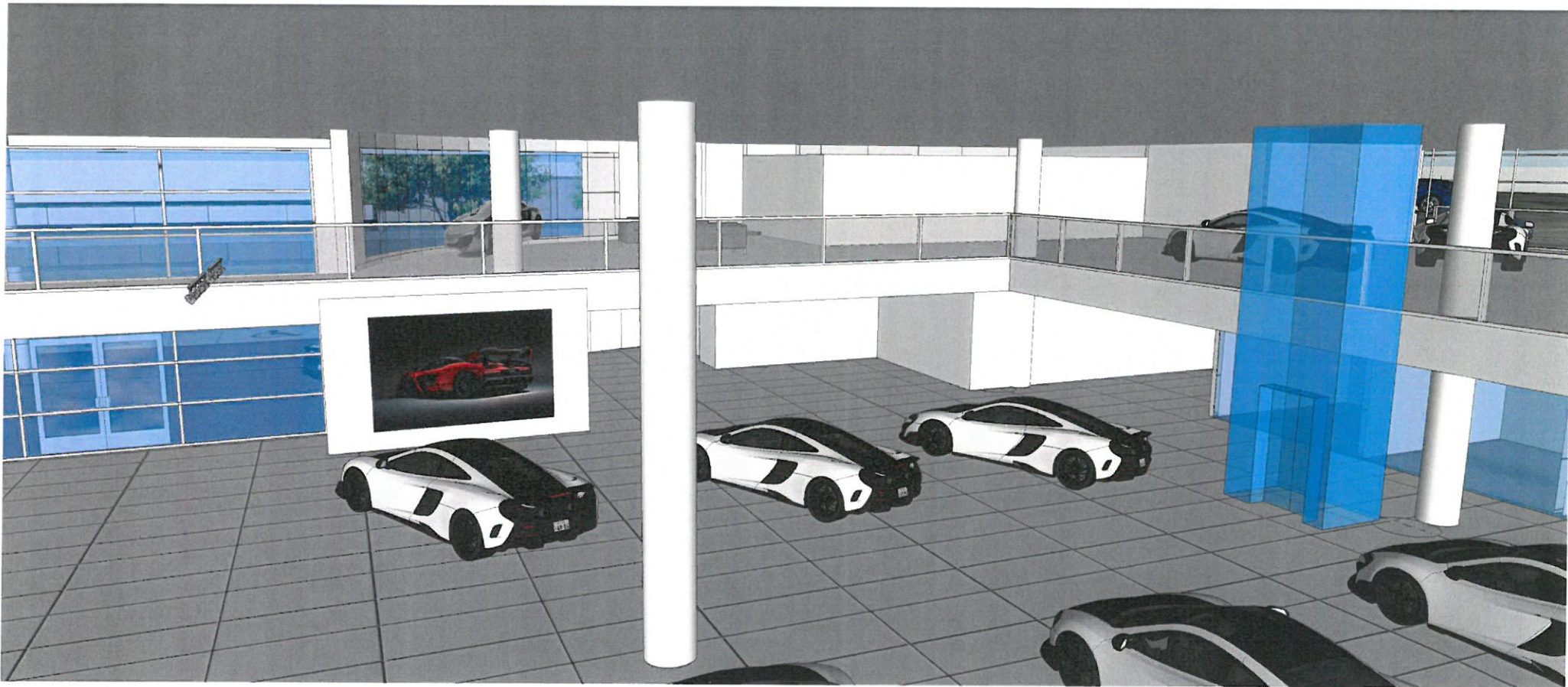


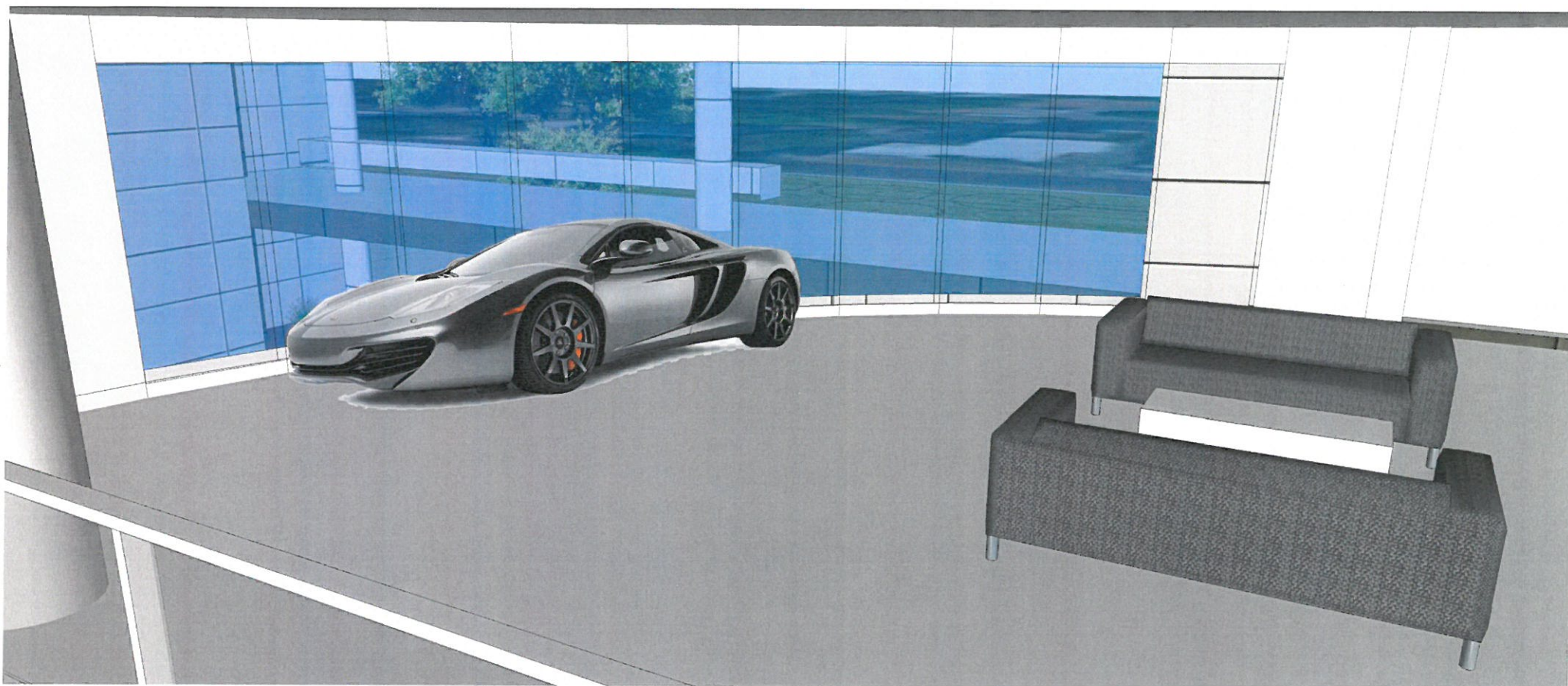








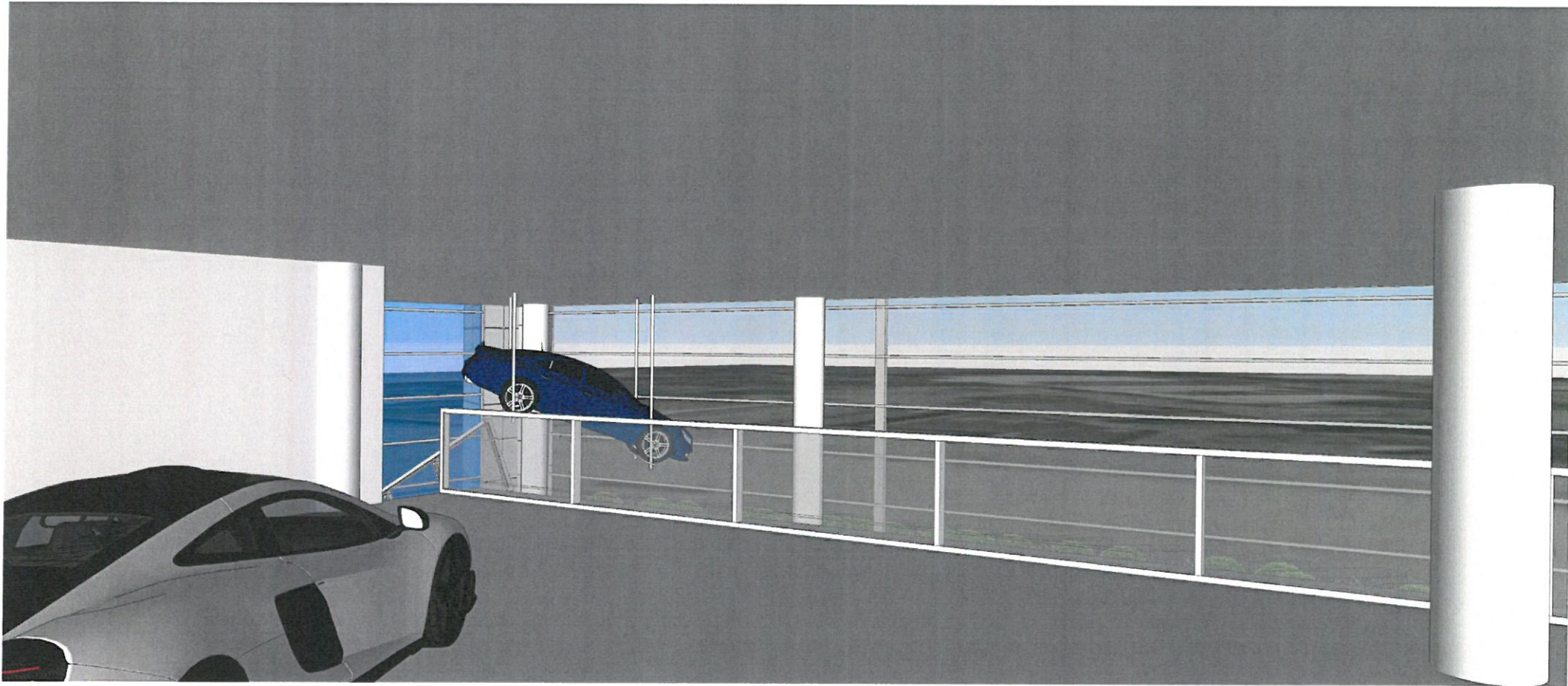


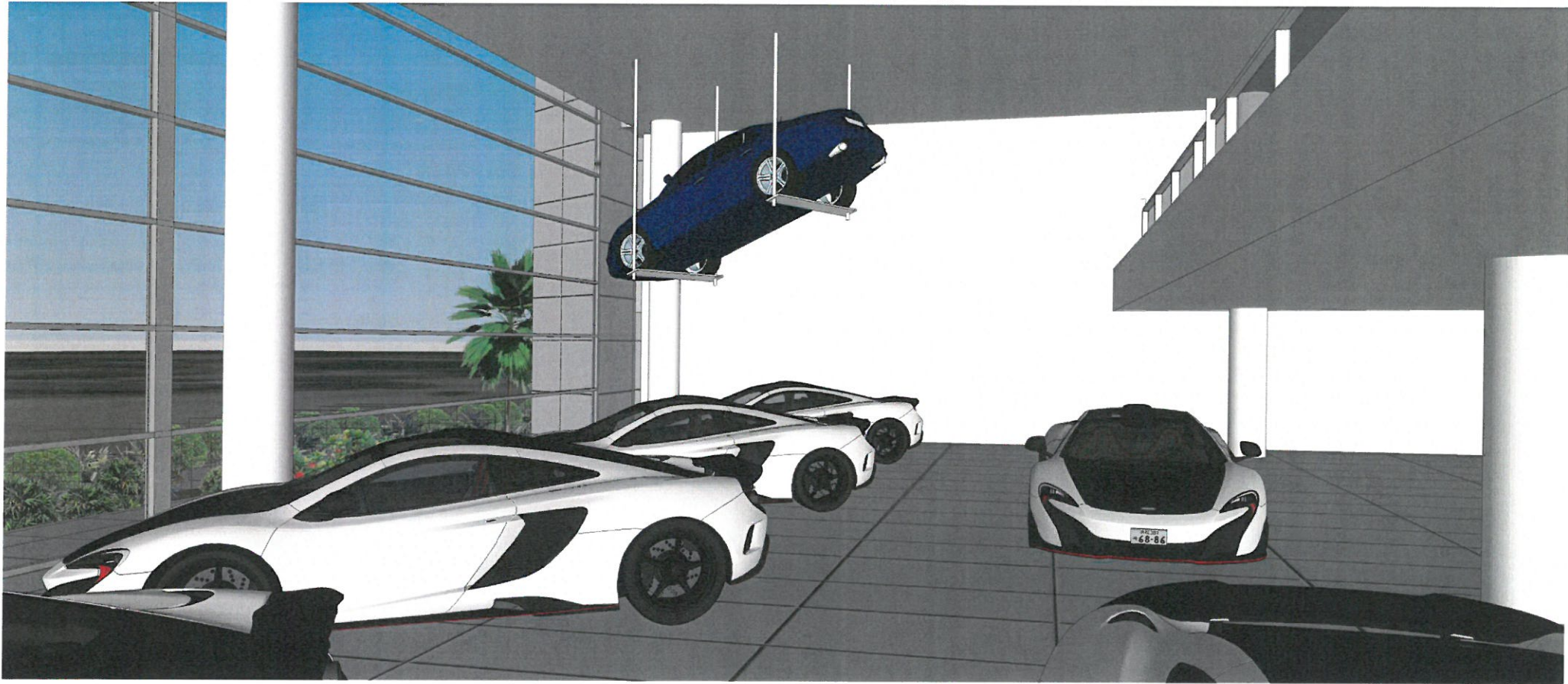


162 Jay Street • Schenectady, New York 12305 • 518 370 1576 • www.SynthesisLLP.com

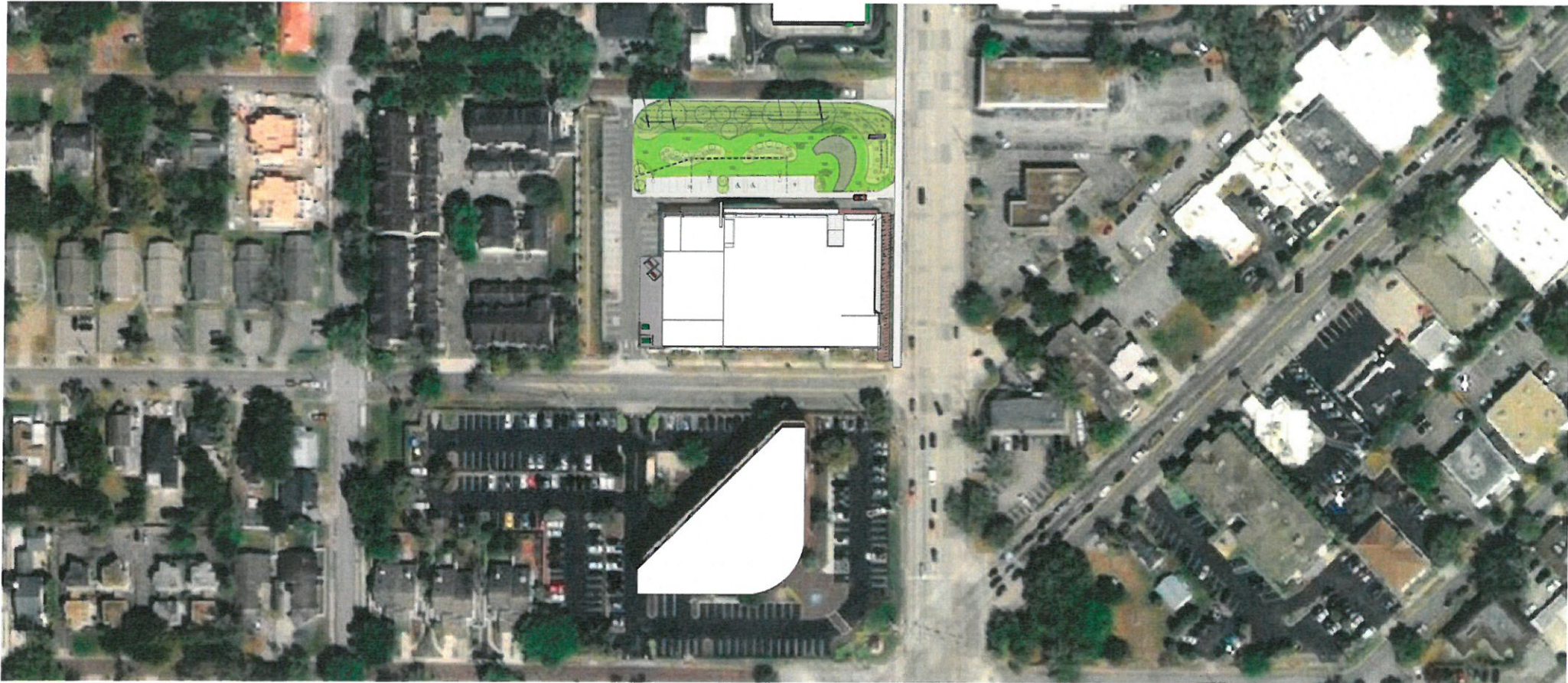


1111 S. Orlando Ave.
Winter Park, Florida
October 1, 2020









ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE III ZONING REGULATIONS OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE TO AMEND SUBSECTION 58-76 COMMERCIAL (C-3) DISTRICT TO ESTABLISH A NEW CONDITIONAL USE FOR SPECIALTY TRANSPORTATION BUSINESS AND TO AMEND SUBSECTION 58-95 DEFINITIONS TO ESTABLISH A DEFINITION FOR SPECIALTY TRANSPORTATION BUSINESS. PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park (the “City”) recognizes that certain types of business are unique to their product lines which requires special consideration and clarification of the intent of the Zoning Code; and

WHEREAS, the City recognizes that the Planning and Zoning Board and/or the City Commission desires that other factors such as the voluntary provision of green open space in commercial areas is important for the character and environment of the City; and

WHEREAS, the City recognizes that the Planning and Zoning Board and/or the City Commission recognizes that such factors are only one part of the consideration for the approval of conditional uses but, agrees that those types of applications may be heard; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, and section 58-372 of the City Code of Ordinances, the City’s local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein; and

WHEREAS, this Ordinance is being adopted in the best interests of the health, safety and welfare of the citizens of Winter Park.

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

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

SECTION II: EDITS. Portions of Chapter 58, Land Development Code, Article III, Zoning Regulations, are hereby amended to read as shown below, and words with single underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text. Provisions not included are not being amended.

SECTION III: AMENDMENT. Chapter 58, Land Development Code, Article III, Zoning Regulations, Section 58-76 “Commercial (C-3) District” is hereby amended in subsection (c) (1) to establish a new conditional use as shown below and that Section 58-95 “Definitions” is hereby amended to add a new definition for specialty transportation business, to read as follows:

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

(c) Conditional uses.

(p) *Specialty transportation business.* provided the following criteria are met that all product and inventory must be housed within a fully enclosed building, that all repair and service must be conducted within a fully enclosed building with no outside storage permitted, that the hours of retail operation are limited to 8 am to 6 pm Monday-Friday and 9 am to 5 pm on Saturday and that 30% of subject property, exclusive of stormwater retention, shall be devoted to green open space visible from an arterial roadway.

Sec. 58-95. Definitions.

Specialty transportation business means the retail sale and service of exotic high-performance automotive brands that are manufactured outside of the United States and that have annual sales volumes in the United States of less than 7,500 units.

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

SECTION V: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION VI: CODIFICATION. Section III of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word “Ordinance” may be changed to “Section,” “Article,” or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener’s errors.

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

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

City of Winter Park

Steven M. Leary, Mayor

Attest: _____

ORWIN MANOR WESTMINSTER ASSOCIATION

Post Office Box 2367, Winter Park, FL 32790-2367

November 22, 2020

Re: Reuse of the Orchard Supply site

Dear Mayor and Commissioners,

The Orwin Manor Westminster Association has successfully dedicated much effort to the traffic safety issues on Orange Avenue and now finds itself battling an inappropriate reuse of the former Orchard Supply site.

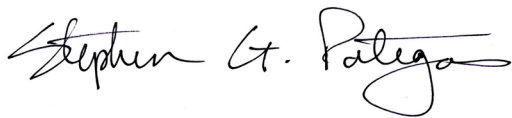
The board has unanimously voted to NOT support reuse as a car dealership. That use of the property is inappropriate and the developer's request for a special conditional use must be rejected.

There are numerous negatives to this proposed re-development of the Orchard Supply building:

1. The exception to the zoning in this area may lead to more auto dealerships or other inappropriate uses.
2. Pedestrian safety is a serious issue in this area. The test driving of high-performance vehicles in this area increases risk. Encourage pedestrians and bicyclists - do not discourage them.
3. This use could be allowed in the Orange Ave corridor overlay or other nearby areas.
4. Hundreds of residents live within earshot of this site and some are just a few feet away. These neighborhoods are already subjected to noise from 17/92, Orange Avenue, Interstate 4, and Florida hospital helicopters. Do not add to this pollution.
5. The McLaren Orlando group hosts huge events. We have no faith that any agreement to control such events would be followed. Are the neighbors expected to constantly police and report infractions? Do not place us in that untenable position.
6. Large tractor trailer transport trucks are totally inappropriate in this area of high traffic congestion. How do they intend to get them in and out of the traffic congestion on 17/92 and not impact residential streets?
7. On a site that does not have adequate parking, overflow parking will flow onto our neighborhood streets.

This proposed reuse must be rejected. Send a clear message that our quality of life will not be further degraded. Allow an appropriate use we will want to walk and bike to. Strengthen neighborhoods, do not weaken them.

Regards,



Stephen Pategas
Orwin Manor Westminster Board Member since 1987



City Commission **agenda item**

item type Public Hearings	meeting date February 24, 2021
prepared by Kristopher Stenger	approved by George Wiggins, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective In support of the City's Sustainability Action Plan for improved air quality electric vehicles provide reduced carbon emissions, quieter streets, and a decreased dependency on fossil fuels.	

subject

Electric Vehicle Readiness Ordinances

item list

- Ordinance amending Chapter 58, Land Development Code, to add regulations for electric vehicle infrastructure in multi-family and non-residential parking lots and parking garages. (1st Reading)
- Ordinance amending Chapter 22, Building Code, to incorporate technical amendments to the Florida Building Code requiring electric vehicle charging provisions to the Winter Park Building Code (1st Reading)

motion / recommendation

Approve as per unanimous recommendation of Planning and Zoning Board, Construction Board of Appeals, and Keep Winter Park Beautiful & Sustainable Board

background

Following the adoption of similar ordinance from other municipalities within the state a proposed Electric Vehicle readiness ordinance was presented to the Commission on July 24th, 2019. A workshop was requested which occurred on November 11th, 2019. The results of the workshop were to receive further stakeholder engagement. Following that meeting in an effort for a more regional approach staff began working with Orange County and the City of Orlando who also are considering similar ordinances. Working together the collaborative over the course of the next 6 months we met with local, regional and state home builders, developers, property managers, and their respective professional organizations. With this input the original ordinance was modified and an additional ordinance was created for a technical amendment to the Florida Building Code. These two ordinances were then modified further by P&Z, Construction Board of Adjustments and Appeals, and KWPB&S. Ultimately resulting in the ordinances as written and recommended for approval unanimously by these boards.

alternatives / other considerations

Alternatives would be to consider this application to differing building types as well as modifying the number of required of EV installed or EV capable parking spaces required.

fiscal impact

Installation of requirements of this ordinance will add additional initial cost of construction. The costs will vary based upon the site and building conditions. Examples of costs incurred are being provided.

ATTACHMENTS:

[20210210 CC EV Readiness Ordinance Presentation.pptx](#)

ATTACHMENTS:

[WP Ord - EV Policy - Land Development Code - DL edits.docx](#)

ATTACHMENTS:

[WP Ord - EV Readiness - Building Code - Updated w Bldg Occupancy Types\(1\).docx](#)

ATTACHMENTS:

[11.13.2020 Board Meeting Minutes. 3.docx](#)

ATTACHMENTS:

[Fiscal Impact Statement.docx](#)

ATTACHMENTS:

[FACT SHEET - Transportation and Air Quality.docx](#)

Proposed Electric Vehicle Readiness Ordinance



Board & Staff Feedback



2019 Draft Ordinance/Workshopped with Boards

- 4/2/2019 KWPB&S Work Session
- 4/2/2019 KWPB&S Advisory Board Monthly Meeting
- 4/16/2019 Economic Development Advisory Board Monthly Meeting
- 4/23/2019 Planning & Zoning Board Monthly Meeting
- 4/24/2019 Utilities Advisory Board Monthly Meeting
- 5/2/2019 Transportation Advisory Board Monthly Meeting

2020 Stakeholder Engagement in partnership with OC and Orlando

- Custom Home Builders, Greater Orlando Builders Association (GOBA), Commercial Real Estate Development Association (NAIOP), Building Owners and Managers Association of Florida (BOMA FL), Apartment Association of Greater Orlando

2020 Draft Ordinance/Workshopped with Boards (split into 2 separate ordinances)

- 10/06/2020 Planning & Zoning Board Monthly Meeting (Public Hearing Item)
- 10/21/2020 Construction Board Meeting (Discussion)
- 10/27/2020 Planning & Zoning Work Session (Discussion)
- 11/13/2020 Construction Board Meeting (Action Item)
- 11/17/2020 KWPB&S Advisory Board Monthly Meeting (Action Item)

1/5/2021 Planning & Zoning Board Monthly Meeting (Public Hearing Item)

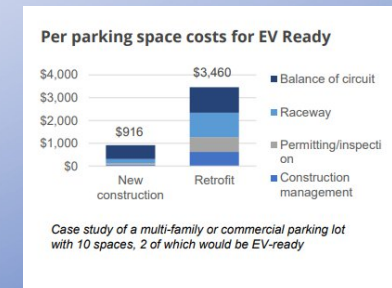
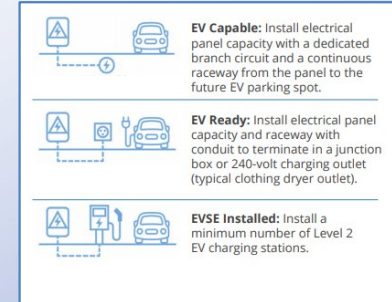
2019 Presented to Commission

- 6/24/2019 City Commission Monthly Meeting-Discussion Item
- 11/11/2019 City Commission Work Session

- Technical Amendment to the Florida Building Code
 - Provides clarification of occupancy types based on the Florida Building Code for its applicability
- Amendment to the Land Development Code
 - Zoning Regulations, Off-Street Parking and Loading Regulations



- Readiness Requirement for Multi-family and Non-Residential (Commercial, Office, Central Business District, Industrial)
 - Readiness requirements for new multi-family residential projects that require a Conditional Use, shall be determined as part of the Conditional Use approval process.
 - Non-residential properties with surface parking or parking structures, shall provide the electrical capacity and buried raceway necessary to accommodate the future hardwire installation, at the minimum, a Level-2 vehicle charging station, for a minimum ratio of 10% of the total required parking spaces. Electric vehicle parking spaces provided in excess of the required electric vehicle parking spaces shall be counted toward meeting the readiness requirement. Required electric vehicle parking spaces shall not count toward meeting the readiness requirement.



Source: City of Orlando,
Creating an Electric Vehicle-Ready Region



- Electrical Vehicle Parking Space Requirement for multi-family residential and non-residential properties.
 - Electrical vehicle parking requirements for new multi-family residential projects that require a Conditional Use, shall be determined as part of the Conditional Use approval process.
 - All non-residential properties (commercial, office, institutional or industrial uses, or any combination thereof) are required to provide one electric vehicle parking space equipped with an electrical vehicle charging station per every 20 required off-street parking spaces (such spaces shall be counted toward meeting the overall parking requirement and any EV parking spaces in excess of the required electric vehicle parking spaces shall count toward meeting the readiness requirement; required electric vehicle parking spaces shall not count toward meeting the readiness requirement)

Groups A, B, E, I, M, R-1, R-2, S-2

New Costs for EVSE infrastructure per space (30ft-120ft)	Retrofit Costs for EVSE infrastructure per space
\$850-\$1,650	\$3,500-\$12,500
	Average surface retrofit: \$6,975
	Average garage retrofit: \$3,750

Source: City of Atlanta, GA

KNOW YOUR EV CHARGING STATIONS		
AC Level One	AC Level Two	DC Fast Charge
VOLTAGE 120V 1-Phase AC	VOLTAGE 208V or 240V 3-Phase AC	VOLTAGE 208V or 480V 3-Phase AC
AMPS 15-40 Amps	AMPS 12-60 Amps (Typ. 32 Amps)	AMPS 60-100 Amps (Typ. 60 Amps)
CHARGING LOADS 1.4 to 2.9 kW	CHARGING LOADS 2.4 to 32.0 kW (Typ. 7 kW)	CHARGING LOADS ~80-100 kW (Typ. 100 kW)
CHARGE TIME FOR VEHICLE 2-8 Miles of Range Per Hour	CHARGE TIME FOR VEHICLE 10-20 Miles of Range Per Hour	CHARGE TIME FOR VEHICLE 80% Charge in 10-30 Minutes

Source: Utah Drive Electric

EV Capable: Install electrical panel capacity with a dedicated branch circuit and a continuous raceway from the panel to the future EV parking spot.

EV Ready: Install electrical panel capacity and raceway with conduit to terminate in a junction box or 240-volt charging outlet (typical clothing dryer outlet).

EVSE Installed: Install a minimum number of Level 2 EV charging stations.

EV Readiness Ordinances FL + Atlanta



	Single Family, Duplex			Multifamily			Commercial		
	EV Capable	EV Ready	EVSE Installed	EV Capable	EV Ready	EVSE Installed	EV Capable	EV Ready	EVSE Installed
Surfside, FL					20+ units % not specified			20+ units % not specified	
Jupiter, FL									1 rapid charger at any new fueling station
Miami Beach, FL					20+ units 2% of req. spaces	20+ units 2% of req. spaces			
Hollywood, FL	1 space			min. 1 space			min. 1 space		
Atlanta, GA	1 space			20% of req. spaces			20% or req. spaces		
Boca Raton, FL				50+ units min. 1 space		50+ parking spaces req. 2% of req. spaces	50+ units min. 1 space		50+ parking spaces 2% of req. spaces
Miami Dade County, FL					10+ spaces 10% of req spaces		10+ spaces 10% of req spaces	10+ spaces 10% of req spaces	
Coral Gables, FL				20+ spaces 15% of req. spaces	20+ spaces 3% of req. spaces	20+ parking spaces 2% of req. spaces	20+ spaces 15% of req. spaces	20+ spaces 3% of req. spaces	20+ parking spaces 2% of req. spaces
Boynton Beach, FL						2/50 units			2/50,000 sq. ft
Winter Park, FL <i>proposed</i>				conditional use		conditional use	10% of req. spaces		1/20 req. spaces
Orlando, FL <i>proposed</i>				20% of req. spaces		250+ space 2% of req. spaces	20% of req. spaces		250+ spaces, 2% of req. spaces
Orange County, FL <i>proposed</i>				20% of req. spaces		250+ spaces 2% of req. spaces	20% of req. spaces		250+ spaces, 2% of req. spaces

Electric Vehicle (EV) Background



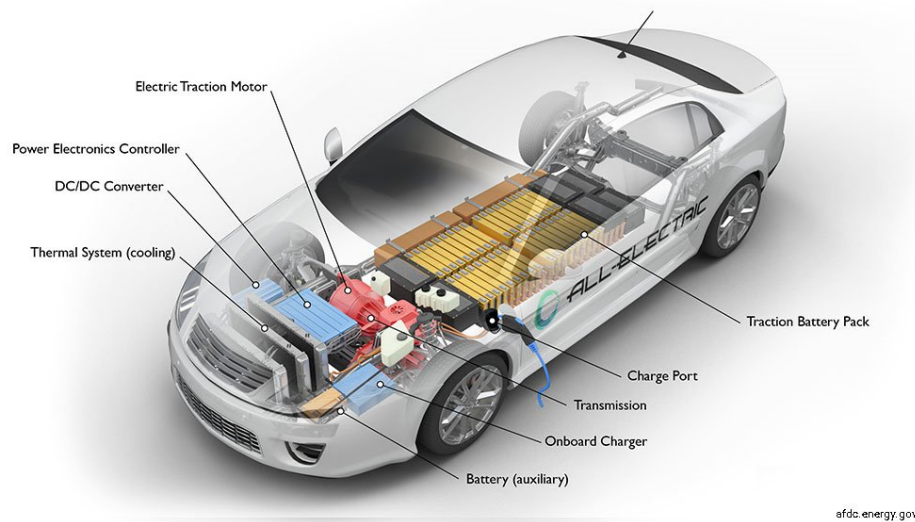
- Over 60,000 EVs are currently registered in the State of Florida, with nearly half of those vehicles being in the Central Florida Region
- The number of EVs on the road is projected to reach 18.7 million in 2030, this about 7 percent of the 259 million vehicles expected to be on U.S. roads in 2030
- Annual sales of EVs will exceed 3.5 million vehicles in 2030, reaching more than 20 percent of annual vehicle sales in 2030
- To date, the majority of EV charging occurs at home. However, having charging infrastructure at workplaces or in public settings allows EV owners to drive more miles on electric, enables longer trips, and reduces range anxiety



Electric Vehicles 101



All-Electric Vehicle



All-electric vehicles (EVs) use a battery pack to store the electrical energy that powers the motor. EV batteries are charged by plugging the vehicle in to an electric power source.

AC Level 1 Charging 2 to 5 miles of range per 1 hour of charging	AC Level 2 Charging 10 to 20 miles of range per 1 hour of charging	DC Fast Charging 60 to 80 miles of range per 20 minutes of charging
 J1772 charge port	 J1772 charge port	 J1772 combo CHAdeMO Tesla combo
AC Level 1 equipment (often referred to simply as Level 1) provides charging through a 120 volt (V) AC plug. Most, if not all, plug-in electric vehicles (PEVs) will come with an AC Level 1 cordset, so no additional charging equipment is required. On one end of the cord is a standard NEMA connector, (for example, a NEMA 5-15, which is a common three-prong household plug) and on the other end is an SAE J1772 standard connector. The SAE J1772 connector plugs in to the car's J1772 charge port, and the NEMA connector plugs in to a standard NEMA wall outlet. AC Level 1 is typically used for charging when there is only a 120V outlet available but can easily provide charging for all of a driver's needs. For example, 8 hours of charging at 120V can replenish about 40 miles of electric range for a mid-size PEV.	AC Level 2 equipment (often referred to simply as Level 2) offers charging through 240V (typical in residential applications) or 208V (typical in commercial applications) electrical service. Most homes have 240V service available, and because AC Level 2 equipment can charge a typical EV battery overnight, it will commonly be installed at EV owners' homes for home charging. Level 2 equipment is also commonly used for public charging. This charging option can operate at up to 80 amperes and 19.2 kW. However, most residential AC Level 2 equipment operates at lower power. Many of these units operate at up to 30 amperes, delivering 7.2 kW of power. These units require a dedicated 40-amp circuit. AC Level 2 equipment uses the same SAE J1772 connector and charge port that Level 1 equipment uses. All commercially available PEVs have the ability to charge using AC Level 1 and AC Level 2 charging equipment. Although Tesla vehicles do not have a J1772 charge port, Tesla does sell an adapter.	Direct-current (DC) fast charging equipment, sometimes called DC Level 2 (typically 208/480V AC three-phase input), enables rapid charging along heavy traffic corridors at installed stations. There are three types of DC fast charging systems, depending on the type of charge port on the vehicle: a J1772 combo, CHAdeMO, or Tesla. The J1772 combo (also known as the combined charging system or CCS) connector is used by Chevrolet and BMW and is unique because a driver can use the same charge port when charging with Level 1, 2, or DC Fast equipment. The only difference is that the DC Fast Charge connector has two additional bottom pins. The CHAdeMO connector is the most common of the three connector types and is used by Nissan, Mitsubishi, and Toyota. Tesla vehicles have a unique charge port and connector that works for all their charging options including their fast charging option, called a supercharger.

Source: U.S. Department of Energy. Alternative Fuels Data Center.

Electric Vehicle (EV) Benefits



- Produce Fewer Emissions
 - Zero Direct, Tail-Pipe (improve local air quality)
 - Lower Life Cycle Emissions (electricity fuel/RE mix)
- Quieter and more livable streets
- Energy Security (U.S. produced energy)
- Increased utility revenue
- Fuel and maintenance cost savings to drivers (stable rates)
- Policies which reduce pollutants in the air ultimately protect public health, safety and welfare of residents and visitors
- Consistent with the City's Vision and Sustainability Goals

Why implement an EV Ordinance?



- Costs to make parking EV ready during construction are typically small, but can be very expensive for building owners and tenants to install EV charging later – investing in EV readiness typically saves around 75% compared to retrofit costs.
- As a percentage of total new construction costs, costs are typically very low – an estimated 0.13%-0.17% of project costs in one study of multi-family
- Garages can last over 50 years, and parking spaces over 20 – investing at the time of new construction can save substantially for future EV drivers.
- Adding EV charging or capability is increasingly becoming an important amenity for tenants and customers



Definitions

Charging: an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment and is actively charging at some point during the charging session.

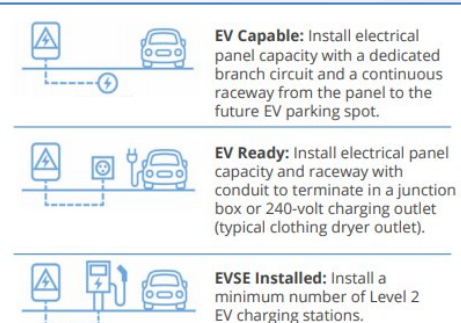
Electric vehicle: any motor vehicle operates either partially or exclusively on electric energy. Electric vehicles (EVs) include: (a) Battery-powered electric vehicles; (b) Plug-in hybrid electric vehicles; (c) electric motorcycles; and (d) Fuel cell vehicles.

Electric vehicle charging level: standardized indicators of electrical force, or voltage, amps and kilowatts by which an electric vehicle's batteries are recharged. The terms Level1 (L1), Level2 (L2), and Level3 (L3) are the most common charging levels

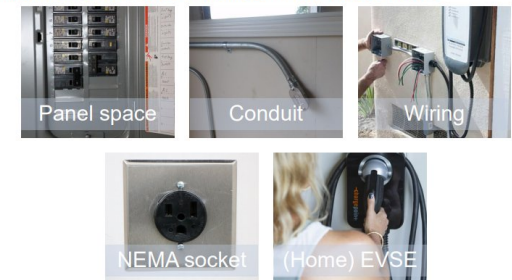
Electric vehicle charging station: battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

Electric vehicle charging station infrastructure: means conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.

Electric vehicle parking space: off-street parking space that is equipped with an electric vehicle charging station that is exclusively for use by electric vehicles



What materials are involved in EV readiness?



Source: City of Orlando,
Creating an Electric Vehicle-Ready Region

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE”, ARTICLE
III, “ZONING REGULATIONS” SUBSECTION 58-86 “OFF-STREET
PARKING AND LOADING REGULATIONS” SO AS TO ADD
REGULATIONS FOR ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE IN MULTI-FAMILY AND NON-RESIDENTIAL
PARKING LOTS AND PARKING GARAGES, PROVIDING FOR
VESTING, CONFLICTS, CODIFICATION, SEVERABILITY, AND AN
EFFECTIVE DATE.**

WHEREAS, the City of Winter Park’s Off-Street Parking and Loading Regulations portion of the Land Development Code does not currently contain provisions for off-street parking facility requirements for electric vehicles;

WHEREAS, according to the U.S. Department of Energy, the benefits of electric vehicles include improved air quality, reduction of carbon emissions, quieter and more livable streets, and decreased dependency on fossil fuels;

WHEREAS, the City of Winter Park is located within an urban area which is subject to ever increasing levels of carbon emissions generated by fossil fuel powered engines which over time will result in mandatory vehicle emissions testing and potential loss of Federal transportation dollars due to inability to meet healthy air quality levels (See attached document entitled “Orange County FACT SHEET, Transportation-Critical Air Quality Considerations, November, 2019). The City of Winter Park houses within its boundaries one of only two air quality monitoring stations within Orange County that capture samples for measurement needed for local compliance with Federal regulations.

WHEREAS, a significant number of industry stakeholders are urging electric utilities to support the buildout of electric vehicle infrastructure to aid the development of the electric vehicle usage which in turn will decarbonize the transportation sector, promote energy independence, and increase electric retail sales resulting in a net benefit to all stakeholders;

WHEREAS, Florida ranks within the top five states nationally for sales of electric vehicles;

WHEREAS, the City should continue its support of plug-in electric vehicles and its efforts in constructing electric vehicle and plug-in hybrid electric vehicle charging infrastructure as this further supports the City’s Sustainability Action Plan;

WHEREAS, the proposed amendment is consistent with the City’s Vision of Winter Park as the city of arts and culture, cherishing its traditional scale and charm while building a healthy and sustainable future for all generations;

WHEREAS, the Planning and Zoning Board, after notice and public hearing, has considered the proposed amendments to the Off-Street Parking and Loading Regulations portion of the Land Development Code, more specifically described herein, and submitted its recommendation to the City Commission;

WHEREAS, the City Commission, after notice and public hearing, has considered the proposed amendments to the Off-Street Parking and Loading Regulations portion of the Land Development Code, the recommendations of the Planning and Zoning Board and all public comments;

WHEREAS, the proposed amendment to the Off-Street Parking and Loading Regulations portion of the Land Development Code is consistent with the City of Winter Park Comprehensive Plan;

WHEREAS, a companion technical amendment ordinance is proposed in Chapter 22, Buildings and Building Regulation, Section 22-28, Sub-section 2703 covering National Electrical Code criteria for installation along with Chapter 553 Statutory justification;

WHEREAS, the portions of Chapter 58, Land Development Code, Article III, Zoning Regulations that are to be amended and modified as described in each section and amended to read as shown herein.

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

SECTION 1. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified within Section 58-86 “Off-street Parking and Loading Regulations”, adding subsection (c)(6) “Electric Vehicle Charging Station Infrastructure and Electric Vehicle Parking Space Requirements” in the “Zoning” Article of the Land Development Code to read as follows:

Sec. 58-86. Off-Street Parking and Loading Regulations.

(c)(6) Electric Vehicle Charging Station Infrastructure and Electric Vehicle Parking Space Requirements.

- a) *Intent and purpose.* The intent of this section is to facilitate and encourage the use of electric vehicles and to expedite the establishment of a convenient, cost-effective electric vehicle infrastructure that will also accommodate future technology advancements.
- b) *Definitions.* For the purposes of this section, the following definitions shall apply:
 1. *Charging* means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment and is actively charging at some point during the charging session.
 2. *Electric vehicle* means any motor vehicle registered to operate on public roadways that operates either partially or exclusively on electric energy. Electric vehicles (EVs) include: (a) Battery-powered electric vehicles; (b) Plug-in hybrid electric vehicles; (c) electric motorcycles; and (d) Fuel cell vehicles.

3. Electric vehicle charging level means the standardized indicators of electrical force, or voltage, amps and kilowatts by which an electric vehicle's batteries are recharged. EV recharging equipment is commonly known as Electric Vehicle Service Equipment (EVSE) and can output either Alternating Current (AC) or Direct Current (DC). EVSE are technically not chargers, they are power supply units, the charger is onboard the vehicle. The onboard charger helps manage the charging session and converts an AC input to DC to charge the vehicle's batteries; if a DC input is supplied the charger passes the power directly to the batteries. The terms Level1 (L1), Level2 (L2), and Level3 (L3) are the most common charging levels; L3 is also referred to DCFC or DC Fast Charging, and include the following specifications:
 - a) Level-1 is considered slow charging. Voltage including the range from 0 through 120.
 - b) Level-2 is considered medium charging. Voltage is greater than 120, up to 240.
 - c) Level-3 is considered fast or rapid charging, is also referred to DCFC or DC Fast Charging. Voltage is greater than 240.
 4. Electric vehicle charging station means battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.
 5. Electric vehicle charging station infrastructure means conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.
 6. Electric vehicle parking space means any off-street parking space that is equipped with an electric vehicle charging station that is exclusively for use by electric vehicles.
- c) Readiness requirements for multi-family residential and non-residential properties. In order to proactively plan for and accommodate the anticipated future growth in market demand for electric vehicles, all new development shall provide electric vehicle charging station infrastructure per this section. The infrastructure shall be installed per Technical Amendments to the Florida Building Code found in Chapter 22, Section 2703 of the City of Winter Park Code of Ordinances..
1. Readiness requirements for new multi-family residential projects that require a Conditional Use, shall be determined as part of the Conditional Use approval process.
 2. Non-residential properties (such as commercial, office, institutional or industrial uses, or any combination thereof) with surface parking or parking structures, shall provide the electrical capacity and buried raceway necessary to accommodate the future hardwire installation, at the minimum, a Level-2 vehicle charging station, for a minimum ratio of 10% of the total required parking spaces. Electric vehicle parking spaces provided in excess of the required electric vehicle parking spaces

shall be counted toward meeting the readiness requirement. Required electric vehicle parking spaces shall not count toward meeting the readiness requirement

d) *Electric vehicle parking space requirement for multi-family residential and non-residential properties.* Electrical vehicle parking requirements for new multi-family residential projects that require a Conditional Use, shall be determined as part of the Conditional Use approval process. All non-residential properties (such as commercial, office, institutional or industrial uses, or any combination thereof) are required to provide one electric vehicle parking space equipped with an electrical vehicle charging station per every 20 required off-street parking spaces (such spaces shall be counted toward meeting the overall parking requirement and any EV parking spaces in excess of the required electric vehicle parking spaces shall count toward meeting the readiness requirement; required electric vehicle parking spaces shall not count toward meeting the readiness requirement) in accordance with the following standards:

1. Minimum standards. Electric vehicle parking spaces shall, at a minimum, be equipped with an electric vehicle charging station rated at electric vehicle charging Level 2.
2. Fees. Nothing herein shall prohibit the charging of a fee for the use of an electric vehicle charging station by a resident, guest, invitee or employee.
3. ADA Accessible Spaces. A minimum of one (1) electric vehicle parking space must be located adjacent to a required accessible parking space such that the electric vehicle charging station can be shared between an accessible parking space and electric vehicle parking space. A minimum five (5) feet wide accessway must be provided by the accessible electric vehicle parking space if the accessway is not already provided as part of the planned accessible parking space.
4. Lighting. Site lighting shall be provided where an electric vehicle charging station is installed.
5. Equipment Standards and Protection. Battery charging station outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the surface where mounted. Equipment mounted on pedestals, lighting posts, bollards, or other devices shall be designed and located as to not impede pedestrian travel or create trip hazards on sidewalks. Adequate battery charging station protection, such as concrete-filled steel bollards, shall be used. Curbing may be used in lieu of bollards, if the battery charging station is setback a minimum of 24 inches from the face of the curb.
6. Signage. (1) Information shall be posted identifying voltage and amperage levels and any time of use, fees, or safety information related to the electric vehicle charging station. (2) Each electric vehicle charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. For purposes of this subsection, “charging” means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station

equipment and is actively charging at some point during the charging session. (3) Restrictions shall be included on the signage, if removal provisions are to be enforced by the property owner pursuant to state statutes.

7. Maintenance. Electric vehicle charging stations shall be maintained in good condition in all respects, including the functioning of the equipment, by the property owner. Removal of any required EV charging stations is prohibited except for repair or replacement of equipment. A phone number or other contact information shall be provided on the equipment for reporting when the equipment is not functioning or other problems are encountered.
- e) Exception. Where the installation of one or more electric vehicle parking spaces, and/or the installation of electric vehicle charging station infrastructure to allow for the future installation of electric vehicle charging stations, are required by this article, an exception may be granted by the Building Official through the site plan approval process only where it is demonstrated that the extension of the electrical power supply to the effected location is physically impractical. Financial impracticality is not a valid criterion for granting such an exception.

SECTION 2. VESTING. In order to not adversely affect development projects that may be in process and for which expenditures have been made in reliance upon the existing code provisions, the City will allow such development or building permit applications to be subject to the parking code existing prior to the adoption of this Ordinance, provided such development projects or permits have been submitted prior to the effective date of this Ordinance.

SECTION 3. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of the remainder of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida, except for Sections 6-10;

SECTION 5. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

Steve Leary, Mayor

ATTEST:

City Clerk

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO BUILDINGS; AMENDING CHAPTER 22 TO INCORPORATE TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE REQUIRING ELECTRIC VEHICLE CHARGING PROVISIONS TO THE WINTER PARK BUILDING CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Building Code Act of 1998 directed the Florida Building Commission to establish a statewide uniform building code known as the Florida Building Code; and

WHEREAS, the Seventh Edition of the Florida Building Code shall be in effect throughout the State of Florida as of December 31, 2020; and

WHEREAS, the enforcement of the Florida Building Code is the responsibility of local governments; and

WHEREAS, the City of Winter Park actively participates in the enforcement of building construction regulation for the benefit of the public health, safety and welfare of its citizens; and

WHEREAS, the City of Winter Park desires to facilitate the enforcement of the Florida Building Code by enacting technical amendments which meet the needs of its citizens; and

WHEREAS, according to the U.S. Department of Energy, the benefits of electric vehicles include improved air quality, reduction of carbon emissions, quieter and more livable streets, and decreased dependency on fossil fuels;

WHEREAS, the City of Winter Park is located within an urban area which is subject to ever increasing levels of carbon emissions generated by fossil fuel powered engines which over time will result in mandatory vehicle emissions testing and potential loss of Federal transportation dollars due to inability to meet healthy air quality levels (See attached document entitled "Orange County FACT SHEET, Transportation-Critical Air Quality Considerations, November, 2019). The City of Winter Park houses within its boundaries one of only two air quality monitoring stations within Orange County that capture samples for measurement needed for local compliance with Federal regulations.

WHEREAS, a significant number of industry stakeholders are urging electric utilities to support the buildout of electric vehicle infrastructure to aid the development of the electric vehicle usage which in turn will decarbonize the transportation sector, promote energy independence, and increase electric retail sales resulting in a net benefit to all stakeholders;

WHEREAS, Florida ranks within the top five states nationally for sales of electric vehicles; and Winter Park has seen a substantial increase of electric vehicles among residents and visitors to the City;

WHEREAS, the City should continue its support of plug-in electric vehicles and its efforts in constructing electric vehicle and plug-in hybrid electric vehicle charging infrastructure as this further supports the City's Sustainability Action Plan;

WHEREAS, the proposed amendment is consistent with the City's Vision of Winter Park as the city of arts and culture, cherishing its traditional scale and charm while building a healthy and sustainable future for all generations;

WHEREAS, the Construction Board of Adjustments & Appeals, has considered the proposed amendments to Building Code, more specifically described herein, and submitted its recommendation to the City Commission;

WHEREAS, the City Commission, after notice and public hearing, has considered the proposed amendments to Building Code, the recommendations of the Construction Board of Adjustments & Appeals and all public comments;

WHEREAS, the City Commission hereby makes findings that certain technical amendments for the provision of electric vehicle infrastructure and stations are needed for the health, safety and public welfare of its citizens; and

WHEREAS, the City finds that such local technical amendments to the Florida Building Code adopted pursuant to this Ordinance meet the requirements for local amendments pursuant to section 553.73(4)(b), Florida Statutes; and

WHEREAS, the City finds that such local technical amendments adopted pursuant to this Ordinance are no more stringent than necessary to address the local needs for same, the additional requirements are not discriminatory against materials, products, or construction techniques of demonstrated capabilities, and the additional requirements do not introduce a new subject not addressed in the Florida Building Code; and

WHEREAS, the City has determined that all technical amendments enacted hereby are based upon a review of local conditions, which review demonstrates by evidence or data that the City exhibits a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code; and

WHEREAS, the City has and shall make readily available, in usable format, all technical amendments adopted as referenced herein, and the City has considered and shall include in its transmittal to the Florida Building Commission a fiscal impact statement which documents the costs and benefits of the proposed technical amendment. Such fiscal impact state includes the impact to local government relative to enforcement, the impact to property and building owners, as well as to industry, relative to the cost of compliance; and

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

Section 1. All of the “**WHEREAS**” clauses mentioned above are fully incorporated herein.

Section 2. Article II, “Building Code,” Chapter 22 of the Code of Ordinances of the City of Winter Park is hereby amended within Section 22-28, Sub-section 2703 to read as follows:

Technical amendments to the Florida Building Code:

Florida Building Code, Building Volume

Section 2703 shall be added as follows:

2703 Electric Vehicle Charging Station Infrastructure and Electric Vehicle Parking Space Requirements.

Section 2703.1 Intent and purpose. The intent of this section is to facilitate and encourage the use of electric vehicles and to expedite the establishment of a convenient, cost-effective electric vehicle infrastructure that will also accommodate future technology advancements.

Section 2703.2 Electric Vehicle Charging Station Infrastructure, Readiness requirements and technical criteria for buildings is hereby adopted as referenced herein and in Section 58-86 (5) of the Land Development Code.

- a) Intent and purpose. The intent of this section is to facilitate and encourage the use of electric vehicles and to expedite the establishment of a convenient, cost-effective electric vehicle infrastructure that will also accommodate future technology advancements.
- b) Definitions. For the purposes of this section, the following definitions shall apply:
 1. Electric vehicle means any motor vehicle registered to operate on public roadways that operates either partially or exclusively on electric energy. Electric vehicles include: (a) Battery-powered electric vehicles; (b) Plug-in hybrid electric vehicles; (c) electric motorcycles; and (d) Fuel cell vehicles.
 2. Electric vehicle charging level means the standardized indicators of electrical force, or voltage, amps and kilowatts by which an electric vehicle's batteries are recharged. EV recharging equipment is commonly known as Electric Vehicle Service Equipment (EVSE) and can output either Alternating Current (AC) or Direct Current (DC). EVSE are technically not chargers, they are power supply units, the charger is on board the vehicle. The onboard charger helps manage the charging session and converts an AC input to DC to charge the vehicle's batteries; if a DC input is supplied the charger passes the power directly to the

batteries. The terms Level1 (L1), Level2 (L2), and Level3 (L3) are the most common charging levels; L3 is also referred to DCFC or DC Fast Charging, and include the following specifications:

- a) Level-1 is considered slow charging. Voltage including the range from 0 through 120volts.
 - b) Level-2 is considered medium charging. Voltage is greater than 120 volts, up to 240 volts.
 - c) Level-3 is considered fast or rapid charging, is also referred to DCFC or DC Fast Charging. Voltage is greater than 240 volts.
3. Electric vehicle charging station means battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.
 4. Electric vehicle charging station infrastructure means conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.
 5. Electric vehicle parking space means any off-street parking space that is equipped with an electric vehicle charging station that is exclusively for use by electric vehicles.
 6. Multi-family project means occupancy classifications listed as Residential Groups R-1, R-2 and R-4 as defined in Section 310 of the Florida Building Code and the parking lot(s) serving those occupancies.
 7. Non-residential project means occupancy classifications listed in Sections 303-309 and 311 and 312 of the Florida Building Code and the parking lot(s) serving those occupancies.
- c) Readiness requirements –multi-family and non-residential projects. In order to proactively plan for and accommodate the anticipated future growth in market demand for electric vehicles, all new development shall provide electric vehicle charging station infrastructure per this section. The infrastructure shall be installed per the requirements of the Florida Building Code, Chapter 27, Section 2701 in accordance with NFPA 70 (National Electric Code) for the installation.
1. Readiness requirements for new multi-family residential projects that require a Conditional Use, shall be determined as part of the Conditional Use approval process as referenced in the Land Development Code, Article III, “Zoning Regulations” Section 58-86 (5)(c).
 2. Non-residential properties with surface parking or parking structures, shall provide the electrical capacity and buried raceway necessary to

accommodate the future hardwire installation, at the minimum, a Level-2 vehicle charging station, for a minimum ratio of 10% of the total required parking spaces. Electric vehicle parking spaces provided in excess of the required electric vehicle parking spaces shall be counted toward meeting the readiness requirement. Required electric vehicle parking spaces shall not count toward meeting the readiness requirement also referenced in the Land Development Code, Article III, "Zoning Regulations" Section 58-86 (5)(c).

- d) Electric vehicle parking space requirement for multi-family residential and non-residential properties. Electrical vehicle parking requirements for new multi-family residential projects that require a Conditional Use, shall be determined as part of the Conditional Use approval process. All non-residential properties (commercial, office, institutional or industrial uses, or any combination thereof) are required to provide one electric vehicle parking space equipped with an electrical vehicle charging station per every 20 required off-street parking spaces (such spaces shall be counted toward meeting the overall parking requirement and any EV parking spaces in excess of the required electric vehicle parking spaces shall count toward meeting the readiness requirement; required electric vehicle parking spaces shall not count toward meeting the readiness requirement) in accordance with the following standards:

1. Minimum standards. Electric vehicle parking spaces shall, at a minimum, be equipped with an electric vehicle charging station rated at electric vehicle charging Level 2.
2. ~~Exclusive use. Electric vehicle parking spaces shall be reserved for the exclusive use of electric vehicles, actively engaged in a recharging session.~~
3. Fees. Nothing herein shall prohibit the charging of a fee for the use of an electric vehicle charging station by a resident, guest, invitee or employee.
4. ADA Accessible Spaces. A minimum of one (1) electric vehicle parking space must be located adjacent to a required accessible parking space such that the electric vehicle charging station can be shared between an accessible parking space and electric vehicle parking space. A minimum five (5) feet wide accessway must be provided by the accessible electric vehicle parking space if the accessway is not already provided as part of the planned accessible parking space.
5. Lighting. Site lighting shall be provided where an electric vehicle charging station is installed.
6. Equipment Standards and Protection. Battery charging station outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the surface where mounted. Equipment mounted

on pedestals, lighting posts, bollards, or other devices shall be designed and located as to not impede pedestrian travel or create trip hazards on sidewalks. Adequate battery charging station protection, such as concrete-filled steel bollards, shall be used. Curbing may be used in lieu of bollards, if the battery charging station is setback a minimum of 24 inches from the face of the curb.

7. Signage. (1) Information shall be posted identifying voltage and amperage levels and any time of use, fees, or safety information related to the electric vehicle charging station. (2) Each electric vehicle charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. For purposes of this subsection, "charging" means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment and is actively charging. (3) Restrictions shall be included on the signage, if removal provisions are to be enforced by the property owner pursuant to state statutes.
 8. Maintenance. Electric vehicle charging stations shall be maintained in good condition in all respects, including the functioning of the equipment, by the property owner. Removal of any required EV charging stations is prohibited. A phone number or other contact information shall be provided on the equipment for reporting when the equipment is not functioning or other problems are encountered.
- e) Exceptions. Where the installation of one or more electric vehicle parking spaces, or the installation of electric vehicle charging station infrastructure to allow for the future installation of electric vehicle charging stations are required by this article, an exception may be granted by the Building Official through the site plan approval process only where it is demonstrated that the extension of the electrical power supply to the effected location is physically impractical. Financial impracticality is not a valid criterion for granting such an exception.

Section 3. It is the intention of the city commission of the city that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the city; and that sections of this ordinance may be numbered or renumbered or lettered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be numbered or renumbered or lettered or relettered and typographical errors which do not affect the intent may be authorized by the city manager, without need of public hearing, by filing a corrected or recodified copy of same with the city clerk.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses or phrases under application shall not be affected thereby.

Section 6. This ordinance enacting amendments to the Florida Building Code shall be transmitted to the Florida Building Commission within 30 days.

Section 7. Effective Date. Once adopted, this Ordinance shall not become effective until 30 days after this Ordinance has been received by and the amendments set forth in Section 2 of this Ordinance are published by the Florida Building Commission.

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 February, 2021.

Mayor Steve Leary

Attest _____
City Clerk Rene Cranis



Construction Board of Adjustments & Appeals Minutes

November 13, 2020 at 10 a.m.

Hybrid Meeting

DRAFT

Opening Comments

John Page, Chairman, welcomed Board members back. George Wiggins, Director of Bldg/Permitting, explained the purpose for this Board which includes reviewing and approving a recommendation concerning updated administrative and technical amendments to upcoming 7th Edition of the Florida Building Code to be adopted by local ordinance as part of the 3 year update cycle for Florida's Building Code. In addition, includes the review and recommendations concerning the EV Vehicle ordinance.

Present

John Page, (Chair), Frank Gay (Vice Chair), Tony Apfelbeck, Bill Maroon, and Bruce Thomas attended in person in Commission Chambers. Susan Pendergraft and Frank Pruitt attended virtually. Staff members present: George Wiggins, Director of Bldg/Permitting; Kris Stenger, Asst. Bldg/Permitting Director; Vanessa Balta, Sustainability Planner; Dan Langley, Assistant City Attorney; and Bella Ortiz, Recording Secretary. Joe Territo, Electrical Contractor and Thomas Moses, representative of BOMA Orlando spoke concerning issues relating to the EV Readiness Ordinance.

Meeting called to order

Approval of minutes

Motion made by Tony Apfelbeck to approve October 21st, 2020 minutes. Motion seconded by William Maroon. The minutes were unanimously approved (7-0).

New Business

George Wiggins introduced finalizing the update to the building code ordinance relating to the 7th edition of the Florida Building Code. 2021 Edition of the International Property Maintenance Code including technical amendment requiring fire sprinklers and the EV vehicle ordinance.

SUMMARY OF WINTER PARK BUILDING CODE ADMINISTRATIVE
AND TECHNICAL AMENDMENTS to 7th EDITION OF FLORIDA
BUILDING CODE & INTERNATIONAL PROPERTY
MAINTENANCE CODE

1. Florida Building Code 7th Edition is based on the 2018 International Building Code & Residential Codes with Florida amendments.
2. International Property Maintenance Code is being updated to the 2021 Edition.
3. Updated administrative amendments are substantially unchanged from current provisions with the addition of provisions from the State Building Official's Association draft of recommended updates.
4. Items covered in the administrative amendments include the following:
Department of Safety (defined for WP), Powers & Duties of the Building Official, Revocation of permits & CO, Conditions of permit, Contractor/owner responsibility, Demolition, Submittal Documents, Required inspections, Certificate of Occupancy, Construction Board, Violations, Unsafe building or systems, Definitions, Swimming pool protection during construction, and Determination of Design Wind Speed.
5. Items covered under technical amendments to the Florida Building Code:
Special fire sprinkler requirements in the Central Business District defined by the properties bounded by New York Avenue (on the west), Swoope Avenue (on the east), Knowles Avenue (on the east) and Fairbanks Avenue (on the south).
6. The Property and Building Maintenance Code is updated with minor changes to the text within the 2021 International Property Maintenance Code. The current adopted provisions within the City Code further amends the 2021 Code with the continuation of amendments that expand the definition of "Nuisance" with 22 categories of descriptions. Add property maintenance criteria for overgrowth, addresses abandoned or disabled vehicles and contains special fire safety provisions for heating facilities in homes.

George Wiggins explained that the fire sprinkler technical amendment covered providing an extra margin of fire safety for older downtown buildings and is being carried over from the last code update. This provision has been included for many years since the current version of the Florida Building Code does not require fire sprinklers for all new building or major renovations in our central business district.

Tony Apfelbeck asked to clarify if the EV ordinance was still included in the building code ordinance. George Wiggins explained due to its required scope and type the EV ordinance had been moved to a separate ordinance for approval. John Page further inquired to the reasoning behind providing it as a separate ordinances. In response, Mr. Wiggins explained that there is also a companion Planning Ordinance going before the Planning Board in January, and there is the need to advance the main Building Code Ordinance to the City Commission for the December meeting to coincide with the effective date of the next edition of the Florida Building Code.

John Page suggested the Board approve the local ordinance which recognizes amendments to the 7th edition of the Florida Building Code and incorporates the 2021 Edition of the International Property Maintenance Code along with the technical amendment requiring fire sprinklers downtown. Motion was made by Tony

Apeflbeck incorporating the above referenced ordinance provisions and seconded by Bruce Thomas. The Board approved the motion by unanimous vote (7-0).

George Wiggins introduced the review of the EV charging for Electric vehicle charging stations and electric vehicle readiness requirements for multi-family and non-residential properties. Vanessa Balta, Sustainability Planner, spoke on behalf of the various EV parking options available for multi-family, non-residential, and single-family homes. She explained that for non-residential parking, the terms changed from the last version of the ordinance to 1 EV charging station parking space for every 20 required parking spaces. Both multifamily projects EV readiness will be determined by Planning and Zoning Board and staff at the time of requests for a conditional use permit for these larger developments, on a case by case basis.

Vanessa Balta further explained the differences between EV capable and EV ready. Drawing comparisons to proposed ordinances by Orlando and Orange Counties she elaborated why those jurisdictions are moving forward with their proposals and explained the projections on deterioration of air quality due to the continuing buildup of ozone and other air-born pollutants released from increased numbers of vehicles with gasoline powered engines in dense traffic throughout the metro Orlando area including Winter Park. This is the technical basis for requiring a local technical amendment to the Florida Building Code as found in a Fact Sheet from Orange County Government dated November, 2019 (attached).

Tony Apfelbeck questioned verbiage on multifamily and non-residential. George Wiggins explained the terms and qualifications were matching Planning and Zoning terminology. He explained that they the appropriate Building Code occupancy type will replace those terms in the final ordinance draft. However multifamily requirements for EV readiness will be determined in Planning and Zoning Conditional Permit review process.

George Wiggins continued by explaining that the ordinance asks for 10% parking to be EV ready, explaining this meant the “infrastructure” would need be in place but not necessarily active for developments at the time of completion. However, the provision includes having 1 EV charging station in one parking space for every 20 required spaces.

John Page inquired about how the 10% number was determined. Ms. Balta explained that FL DOT advised that EV growth is expected to be 40% over the upcoming years, so they went with the conservative estimate of 10% for EV readiness which is in addition to the 5% requirement to have charging stations in place when the building parking lot is completed.

Mr. Page continued with inquiry of technological improvement options. (i.e.; fast charging, newest upgrades). Vanessa Balta replied that the verbiage in the amendment was left flexible for this reason.

Mr. Page also asked for information regarding the costs. Ms. Balta clarified the costs to retrofit vs new development. Examples of actual costs were provided to the Board, which were shown to be between \$3,000 to \$7,000 range for Level 2 charging stations, plus additional costs for installation depending the proximity of the parking space. She

also explained that the ordinance does not address whether the property owner chooses to charge a fee for the use of the charging station. She continued explaining that per state law multifamily property owners are required to allow their residents to install additional units based on their need.

William Maroon asked about offering business credit or rebates. Vanessa Balta verified that rebates have been discussed but not fully explored at this point.

Bruce Thomas asked about matching other municipalities and if it makes a difference. Both George Wiggins and Vanessa Balta advised they are attempting to match the criteria that agrees with Planning and Zoning Board. They both stated that the 10% value was lowered from previous meetings ordinance terms and that they feel with utilizing Conditional Use review will help to justify the differences between Winter Park and other municipalities terms.

Mr. Wiggins also advised the board that parking enforcement related to use of the EV parking spaces will be left up to the building or property owner and recommends that the "Exclusive use" provision (Section 2703.2(d)(2) in the ordinance be removed.

Dan Langley, assistant City Attorney was invited to comment on this subject by George Wiggins. Mr. Langley expressed agreement concerning removing the "Exclusive use" provision which pertains to land development as it is not enforceable.

Tony Apfelbeck asked where hotel/motels fit into the parameters. Vanessa Balta replied that Planning and Zoning typically treats them as multifamily. Questioning continued by Tony Apfelbeck, that perhaps it would be easier for non-residential and multifamily units to create a required minimum number or percentage to install. Vanessa Balta replied that installing more than 10% counts towards EV readiness.

Mr. Apfelbeck also raised concerns about residential thresholds. Mr. Wiggins advised that it would be determined by Conditional Use. Dan Langley stated that having percentages for non-residential/residential requirements may not be identical. He also stated that currently not enough information provided in this area and could be addressed in the future.

Mr. Page asked what other groups were involved in consulting on the ordinance. Mr. Wiggins responded that Orange county, Orlando, Orlando BOMA(Building and Manufacturers Association) and other related boards.

Frank Gay posed the question of maintenance of EV Spots. George Wiggins and Vanessa Balta stated that the ordinance has provisions addressing maintenance found on page 5. This ordinance is specific in regard to creating a capacity level and conduits for EV readiness. If necessary, as with other building maintenance matter code compliance could be called upon for a maintenance issue.

Members of the Public:

Thomas Moses, member of Orlando BOMA, called in to speak to commercial uses. He posed questions about employee only parking and the possibility of non-employee uses, and possible liability. George Wiggins and Vanessa Balta stated due to the variety of

platforms it would be up to the property owner as to how they wish to enforce or provide liability protection. The suggestion to utilize trespassing codes was discussed.

Joe Territo, Electrical Contractor, called in as a member of the public to submit his question as to why this was a building issue. He continued that line of thought by positing if an ordinance was necessary. Tony Apfelbeck agreed with this concern and asked if this was already located in land development code why would it be needed for building codes. George Wiggins drew the comparison that this is similar to an electrical fixture permit. Continuing that logic and legality, this was needed to be added as a technical amendment because the electrical code provisions in the National Electrical Code do not require EV charging stations or EV readiness requirements for new building construction. Vanessa Balta concurred and added that this would be in concurrence with both land development codes and other building officials. Mr. Wiggins noted that the land development code does not specify building requirements and likened it to solar power on new buildings but does not mandate it in the Florida Building Code. These new EV readiness provisions will be mandates for new building construction and must meet the criteria required to justify having a local technical amendment.

John Page further inquired about the need for having both Building Code and Land Development Code provisions on this subject. Mr. Wiggins detailed that the Building Ordinance will cover wiring, amperage, breaker sizes and other electrical requirements while the land development covers the number of parking spots required which is a zoning code criteria.

Mr. Apfelbeck made a motion to recommend approval of the language for the EV vehicle readiness Ordinance with the deletion of the exclusive use provision. The motion was seconded by Bruce Thomas and passed by unanimous vote (7-0).

The meeting was adjourned at 5:05pm

Bella Ortiz
Recording Clerk

Related Modification

Electric Vehicle Readiness

Fiscal Impact Statement

Impact to local entity relative to enforcement of code

Reviewed and inspected as part of standard department process. No significant impact

Impact to building and property owners relative to cost of compliance with code

Costs vary based upon project type. Based upon a 2016 Study prepared by Energy Solutions* a new project would see an increase in the range of \$200-\$1400 per EV ready parking space exclusive of the charging device. Variability depends length of conduit, electric panel upgrade, and trenching requirements.

Impact to industry relative to the cost of compliance with the code.

Industry costs passed on to property owner relative to the cost of the installation.

*"Plug-In Electric Vehicle Infrastructure Cost-Effectiveness Report", Ed Pike, PE and Jeffrey Steuben of Energy Solutions, 2016. <https://energy-solution.com/wp-content/uploads/2016/09/PEV-Infrastructure-Cost-Effectiveness-Summary-Report-2016-07-20b.pdf>



FACT SHEET

Transportation – Critical Air Quality Considerations

Updated November 2019

Relationship between Transportation and Air Pollution

Vehicles as Pollution Sources. Emissions released from cars, trucks, buses and boats account for the majority of Orange County's air pollution. Ground level ozone forms when vehicles emit nitrogen oxides and volatile organic compounds into the air where chemicals can react with heat and sunlight.

Transportation-related Pollutants. Orange County continuously monitors for the following air pollutants associated with transportation and reports data to the U.S. Environmental Protection Agency (EPA):

Pollutant	Health Concern
Ground-level ozone	• Can cause coughing, choking, reduced lung capacity, and irritate the respiratory system
Particulate matter (PM _{2.5} and PM ₁₀)	• Tiny airborne particles that are linked to respiratory diseases such as asthma, and attributed to premature death
Nitrogen oxides (NO _x)	• Form ozone and particulate matter • Cause irritation to the lungs • Weaken the body's defenses against infections such as pneumonia and influenza
Carbon monoxide (CO)	• Poisonous gas that blocks oxygen from the brain, heart and other organs
Sulfur dioxide (SO ₂)	• Reacts in the atmosphere to form particulate matter (see above)

Air Quality in Orange County

Generally Good. Orange County is within the Orlando-Kissimmee core based statistical area (CBSA). The Orlando-Kissimmee CBSA includes monitoring sites in Orange, Osceola, Lake and Seminole counties. In 2018, 87% of the time our regional air quality was considered in the good range of the National Ambient Air Quality Standards (NAAQS).

Ozone Standard Considerations. We are currently meeting the regulatory standard, but our area's ground-level ozone levels are very close to exceeding what EPA considers healthy air quality.

Future Expectations. EPA reviews the NAAQS every five years, and evaluates whether a standard is adequately protecting human health. EPA is expected to review the ozone standard in 2020 and could set a lower requirement.

Possible Challenges if EPA Lowers the Ozone Standard

Non-attainment Status. If any area within a CBSA is unable to meet an EPA standard such as ozone, the entire CBSA is considered to be in “non-attainment” status. Orange County currently attains all of the EPA NAAQS standards. If EPA lowers the ozone standard, we might fall into non-attainment status and be required to implement air quality improvement measures in order to meet the new standard.

Responding to Non-attainment Status. An area in non-attainment is required to prepare a state implementation plan (SIP) and submit it to EPA. The SIP provides a plan for reducing air pollutant levels to acceptable limits over time and might include various methods such as the following examples:

- Requiring more stringent air pollution control equipment on industrial facilities
- Setting limits on production capacity for industrial facilities
- Requiring measures that decrease emissions from motor vehicles

Costs of Non-attainment Status. Non-attainment status not only means air quality is less healthy for residents and visitors, but it also places an economic stigma on a region. The following examples depict a few expected outcomes that the county wants to avoid:

- More restrictive permitting requirements for air pollution sources in the industrial and manufacturing sectors could hinder economic development
- Potential, new commercial prospects could choose to locate operations in other regions that have better air quality
- Vehicle emissions testing might become mandatory
- Federal transportation dollars could be lost due to inability to meet healthy air quality levels
- Certain high-profile events could be lost to other venues, especially if the event has a sustainability goal or is required to meet an international event standard

Stay Informed about Air Quality

Find it Online. Orange County operates ambient air monitoring equipment 365 days per year and publishes air quality daily on the Internet at Airnow.gov.

Sign up for Alerts. Residents can download *OC Alert* for their smart phone to be notified of poor air quality.

How to Help

We Can All Advocate for Clean Air. Educate your friends, family, coworkers and neighbors about air quality and transportation system improvements.

Driving Less Helps Air Quality. Consider doing little things like consolidating trips, carpooling once in a while, and avoiding idling. If you can ride your bike, walk, or take buses or trains, that’s great, too!

*Please direct inquiries regarding air quality to the Orange County
Environmental Protection Division at 407-836-1400.*



City Commission **agenda item**

item type Public Hearings	meeting date February 24, 2021
prepared by Rene Cranis	approved by Troy Attaway, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance - Vacating utility easement to establish additional Palm Cemetery spaces - Tantom Avenue (2nd Reading)

motion / recommendation

Approve easement vacation to establish additional availability of 200 burial spaces in Palm Cemetery

background

Tantum Avenue is not used for vehicular traffic and is basically an access area between the golf course and the cemetery. This is an ideal area to expand the burial spaces.

alternatives / other considerations

fiscal impact

Will generate revenue for sale of 200 spaces.

ATTACHMENTS:

[ORDINANCE TO VACATE A PORTION OF TANTUM AVENUE UTILITY EASEMENT APPROVED BY CITY ATTORNEY.pdf.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE VACATION OF AN 8.00 FEET WIDE BY 478.00 FEET LONG PORTION OF AN UTILITY EASEMENT RESERVED OVER FORMER TANTUM AVENUE WITHIN TRACT 1, CITY OF WINTER PARK GOLF COURSE, AS RECORDED IN PLAT BOOK 44, PAGE 102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT “A”; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park is the owner of that certain 50.00 feet wide Utility Easement dedicated by the plat of CITY OF WINTER PARK GOLF COURSE reserved over the former Tantum Avenue right of way vacated by said CITY OF WINTER PARK GOLF COURSE;

WHEREAS, as the fee simple owner of the underlying lands, the City of Winter Park desires to vacate a portion of the easement, said portion being described on Exhibit “A” attached hereto, for purposes of establishing additional burial plots for the adjacent city owned Palm Cemetery;

WHEREAS, this Ordinance is not intended to and does not abandon the City of Winter Park’s fee simple interest in the lands subject hereto;

WHEREAS, the plat of CITY OF WINTER PARK GOLF COURSE reserved the 50.00 feet wide Utility Easement for the benefit of the City, however allowed existing utilities to remain and the City has contacted those applicable utility vendors as provided by “Sunshine 811” as established by Florida Statute 556 and obtained letters of no objection to this vacation;

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

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, HEREBY ORDAINS AS FOLLOWS

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

SECTION 2. ADOPTION. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the utility easement described in that certain legal description and sketch of description attached hereto as **Exhibit “A”**.

SECTION 3. CONFLICTS. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

SECTION 4. RECORDATION. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day_____, 2021.

Mayor Steven Leary

ATTEST:

City Clerk, Rene Cranis

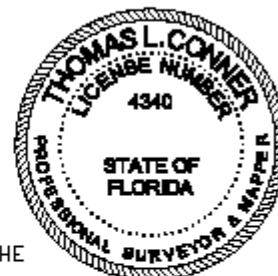
TRACT 1

PALM CEMETERY REPLAT
PLAT BOOK "Y", PAGE 81

A PORTION OF THE 50.00 FEET WIDE UTILITY EASEMENT SHOWN OVER THE VACATED RIGHT OF WAY FOR TANTUM AVENUE WITHIN TRACT 1, CITY OF WINTER PARK GOLF COURSE, AS RECORDED IN PLAT BOOK 44, PAGE 102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 292, PALM CEMETERY REPLAT, AS RECORDED IN PLAT BOOK "Y", PAGE 81, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°12'14"E 12.70 FEET FOR A POINT OF BEGINNING ON THE SOUTH LINE OF THE VACATED RIGHT OF WAY FOR TANTUM AVENUE, AS SHOWN ON SAID PALM CEMETERY REPLAT AND RESERVED AS AN EASEMENT ON CITY OF WINTER PARK GOLF COURSE, AS RECORDED IN PLAT BOOK 44, PAGE 102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE N00°12'14"E 8.00 FEET; THENCE RUN S89°59'48"E 478.00 FEET; THENCE S00°14'12"W 8.00 FEET TO THE AFOREMENTIONED SOUTH LINE OF THE VACATED RIGHT OF WAY FOR TANTUM AVENUE; THENCE N89°59'48"W ALONG SAID SOUTH LINE 478.00 FEET TO THE POINT OF BEGINNING.

- 1) BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY OF VACATED TANTUM AVENUE AS BEING N89°59'48"W ACCORDING TO CITY OF WINTER PARK GOLF COURSE, PLAT BOOK 44, PAGE 102.
- 2) SKETCH AND DESCRIPTION ONLY; NOT A BOUNDARY SURVEY.
- 3) THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 5J-17.05 PURSUANT TO FLORIDA STATUTE 472.



The seal appearing on this document
was authorized by Thomas L. Conroy



CITY OF WINTER PARK
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
SURVEY SECTION
500 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 899-8838

PREPARED BY THOMAS L. COOPER, EAST SUPERVISOR
FLORIDA TROPICAL HUNTER AND WILDERE TEAM-10

SECTION 06, TWP 22 S, RGE 30 E
CITY OF WINTER PARK, ORANGE COUNTY, FL
SCALE : 1" = 100' DATE : 12/01/20
TANTUM AVENUE EASEMENT PORTION TO BE VACATED.DWG
This form has been electronically signed & sealed by Thomas L. Connor
Florida Licensed Surveyor and Mapper on the date and time shown.
Printed copies of this document are not considered signed and sealed
and the signature must be verified on any electronic copies.