



city commission agenda

City Commission Special
Meeting

February 11, 2021

1:00 pm

Winter Park Community
Center

721 W. New England Avenue

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 Meeting 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. Approval of Agenda
3. Citizen Comments (items not on the agenda)
3. Action Items Requiring Discussion

Discuss accusations made in the Chamber of Commerce mayoral candidate debate on Friday, February 5th, and take action as 90 minutes

deemed appropriate.

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 Action Items Requiring Discussion	meeting date February 11, 2021
prepared by Randy Knight	approved by
board approval	
strategic objective	

subject

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

motion / recommendation

Take action as deemed appropriate.

background

Here is a link to the video clip: <https://vimeo.com/510335535/628599a03f>

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Chamber Lease.pdf](#)

Exhibit G

JUNE 19 2005 LEASE AGREEMENT

Made effective the 22nd day of August, 2005, by and between the CITY OF WINTER PARK, a municipality of the State of Florida, hereinafter called "City" and the WINTER PARK CHAMBER OF COMMERCE, INC., a Florida corporation not for profit, hereinafter called "Chamber"

RECITALS

A Pursuant to formal action of the City Commission of City on 22nd August, 2005, this Lease Agreement has been ratified and approved for execution and delivery

B Prior to the action described in Recital "A", City and Chamber conducted extensive deliberations concerning the terms of this agreement resulting in this statement thereof

C The parties enter into this Lease Agreement intending to be mutually legally bound to the terms thereof

NOW THEREFORE, in consideration of nine hundred thousand dollars paid by Chamber to or on behalf of the City the Chamber's prior vacation of its lease and office space at 150 N New York Avenue, Winter Park, FL, the Chamber's efforts in securing additional funding for the Welcome Center and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Chamber agree concerning the matters herein described

1 Lease City leases the premises specifically described on Exhibit "A" attached hereto for the term set forth in this agreement of Lease under and subject to the terms and conditions provided herein. The premises is generally described as the second floor, and access thereto, of a two story structure located at 151 West Lyman Avenue, Winter Park, Orange County, Florida. The full consideration for this Lease is represented by the payment by the Chamber to or on behalf of the City of nine hundred thousand dollars (\$900,000.00) and other amounts and consideration given by the Chamber, all as contemplated by that certain Development Agreement.

2 Definitions The following definitions apply to this Lease Agreement

Building Systems All systems customary and present in the Welcome Center including, but not limited to, plumbing including fixtures, valves and controls, electrical (including circuit breakers, panels, wiring, switches, and receptacles), air conditioning, (including ventilation, compressors, fans, air handling units, filters, thermostats, and controls), fire and burglar alarm systems, and landscaping (including all irrigation systems and controls)

Chamber The Winter Park Chamber of Commerce Inc. a Florida corporation not-for-profit

City The City of Winter Park, a municipality of the State of Florida

Date of Commencement ____ days after the date that a copy of the certificate of occupancy for the premises issued to City, is provided to the Chamber by City, following completion of the improvements

Development Agreement That certain agreement of such title executed by and between City and Chamber on the date of this Lease Agreement

Improvements Those improvements to land described in Exhibit A attached hereto

Lease Term The period of time equal to ninety-nine years, commencing on the Date of Commencement

Memorandum of Lease The Memorandum of Lease executed by the City and Chamber and recorded in the Public Records of Orange County, Florida in the form attached hereto as Exhibit "___"

Premises The Premises is generally described as the second floor and access thereto of a two story structure to be built by City at 151 West Lyman Avenue, Winter Park, Orange County, Florida, pursuant to Development Agreement, which structure is described in such Development Agreement as the "Welcome Center". "Premises" also includes location of a receptionist/telephone operator in the visitor lobby area of the ground floor with appropriate desk area and the non-exclusive use of such portion of the ground floor, elevator, and stairways, entrances and exits, sidewalks, and parking area of the Welcome Center as is appropriate for access by Chamber to the second floor

Structure and Structural Welcome Center walls, roof, foundation, floors including trusses, ceiling including trusses, roof including both trusses and all covering, exterior doors including hinges, closers, openers, locks and other hardware, exterior trim of all description, cupola, if any. The term "Structural" also includes the parking areas, access areas, bumpers, sidewalks

Welcome Center That certain two story structure and related improvements described in the Development Agreement, the ground floor of which shall be utilized by City as a "Welcome Center Facility" and the second floor of which shall contain the offices of Chamber

3 Term The term this Lease of the Premises is the period of time that shall expire at midnight ninety-nine years (99) from the Date of Commencement

4 Possession, Sub-letting and Assignment During the term of this Lease Agreement, Chamber shall occupy the Premises for its exclusive use and benefit

During the first ten years (10) of the Lease Term, Chamber shall have no right to sublet or assign its Lease in whole or in part, to any entity other than to a not-for-profit corporation or entity without the prior written consent of City, which consent may not unreasonably be withheld or delayed. Following the initial ten year (10) period of the Lease Term, Chamber may sublet or assign its lease of the Premises in whole or in part, following no less than thirty days (30) prior written notice to City of Chamber's intent to do so, to any person or enterprise, whether for profit or not. In connection with any such assignment, the City shall have a right to first purchase the remaining term of the Chamber's leasehold interest hereunder pursuant to the provisions of paragraph 8 hereinbelow. If the City desires to exercise such right to purchase, it shall do so in writing and deliver the same to the Chamber within thirty (30) days of receipt of the Notice from the Chamber. During the first twenty years (20) of the Lease Term, in no event shall Chamber sublease or assign its interest in the Premises to any organization conducting the activity of a Chamber of Commerce or successor enterprise, including such enterprise that may be a successor by merger of Chamber unless such entity or enterprise essentially remains and shall continue to function as, the Winter Park Chamber of Commerce, without the prior express prior written consent of City.

5 Maintenance During the Lease Term, Chamber shall have sole responsibility at its sole expense for the routine maintenance of the second floor of the Premises, including, but not limited to, janitorial cleaning and trash removal, light bulb replacement, restroom supplies, repair of marring of cabinets and walls, carpet and tile repair and replacement and similar routine maintenance items. Further, Chamber shall at its expense paint, wallpaper and otherwise provide for all interior surface treatments, including replacement window treatments.

6 Maintenance, Repair and Replacement of Structural Other and Building Systems

During the first fifty years of the Lease Term, all structural and other Building System maintenance, repair and replacement shall be the sole responsibility of City. During the balance of the Lease Term, all such structural and building system maintenance, repair and replacement shall be the responsibility of City, but shall be at the equal cost of Chamber and City. The exterior of the Welcome Center shall be maintained in first class condition, and at least annual inspection and maintenance performed by City or at the direction of City, with a copy of a written report of such inspection delivered Chamber timely after completion. Such inspection shall occur during the first three months of each calendar year, commencing with the first full calendar year following Date of Commencement.

7 Free Access to Premises Chamber shall have twenty-four hour, seven-day per week access to the premises through the ground floor of the Welcome Center as provided in the plans described in the Development Agreement. During such period that the ground floor of the Welcome Center is secure, Chamber shall be responsible for maintaining such security for the benefit of both parties. Further, both City and Chamber may host events utilizing the ground floor of the Welcome Center and its

facilities at no cost to the other Chamber shall secure the second floor portion of the Premises during events held after normal business hours on the ground floor

8 Election to Sell/Right of First Refusal Should City elect to sell the Welcome Center or any portion thereof, Chamber shall have a right of first refusal to purchase the Welcome Center, for its then fair market value, less the remaining value of this Lease to Chamber determined based on the undepreciated portion of the Chamber's cost basis (with due credit to the Chamber's cost basis for the donations and contributions to the Welcome Center procured by the Chamber) using a straight line method of depreciation over the entire Lease Term, for the remaining Lease Term. In the event the City desires to purchase the remaining term of the Chamber's leasehold hereunder pursuant to the exercise of its rights in paragraph 4 above, then the purchase price for such interest shall be an amount equal to the undepreciated portion of the Chamber's cost basis (which includes all such contributions by the Chamber as well as donations and contribution procured by the Chamber) determined by use of a straight line method of depreciation over the term of the Lease. The acquisition by the City shall be completed on the date which is no more than thirty (30) days from the date of the City's aforesaid exercise at its right.

9 Interior Furnishings on Premises Chamber shall maintain, repair and replace all furnishings in and on the premises, following the initial provision of same pursuant to the Development Agreement. All insurance thereof from casualty loss shall be at the election and expense of Chamber.

10 Insurance The entire Welcome Center and all contents belonging to City shall be fully insured by City (which may include any present or future self-insured program) from fire, wind, flood (if required) and other casualty loss at replacement value, on such terms as City may elect. City shall within two months of the commencement of each insured period provide Chamber with a certificate of such insurance. The City shall name the Chamber as an additional insured in all such insurance and shall provide the Chamber with such additional assurances, acknowledgements or agreements as are necessary and reasonable to evidence or provide such coverage in the case of self-insurance. Chamber shall provide its own liability insurance for events which may occur on the Premises.

11 Condemnation Should the Welcome Center, or any part thereof, be taken or condemned during the Lease Term, all condemnation proceeds shall be divided between City and Chamber proportionately in accordance with their respective share of the funding of the initial project costs for the construction of the Premises with due credit given to donated funds by third parties procured by the City or the Chamber, as the case may be. The City and Chamber agree that their proportionate share of the initial project costs for purposes of this provision shall be as set forth on Exhibit "___" attached hereto. Notwithstanding the foregoing, in the event the condemning or taking entity is the City of Winter Park, then the City and Chamber shall divide such proceeds equally.

12 Taxes and Assessments Any taxes or assessments imposed on the Welcome Center during the Lease Term shall be paid exclusively by City, except in the

instance of the sublease or assignment of this Lease by the Chamber and then if and to the extent that the nature of such assignee's or sublessee's use of the Premises or portion thereof, results in the imposition of such tax. Any such tax(es) so incurred shall be born by assignee or sublessee

13 Parking and Signage City shall provide parking for no less than ten motor vehicles within a distance of no less than 100 yards of the Welcome Center, at no cost to Chamber, for the use and benefit of employees of Chamber. City and Chamber shall share visitor parking, including designated handicap space(s). Parking spaces located on the Welcome Center site shall be used exclusively by visitors engaged in short term visits to the Welcome Center building. Chamber shall have the right to two exterior identification signs and appropriate interior signs for directional purposes.

14 Utilities Chamber shall timely pay all utilities billed to it by separate meter for the premises or pro-rata as customary.

15 Amendment This Lease shall be amended only by a written document executed by both parties. No oral communication or unilateral act, whether consented to or concerning which objection is withheld, shall constitute an amendment or modification of this Lease agreement.

16 No recording This Lease shall not be recorded or otherwise revealed on the real estate official records of Orange County, Florida, provided however, the parties agree to record the Memorandum of Lease. This Lease shall be available for public scrutiny.

17 Attorneys Fees In the event of a dispute hereunder or any action to interpret or enforce this Lease Agreement, any provision hereof or any matter arising herefrom, the prevailing party thereunder shall be entitled to its reasonable attorney's fees and costs, including at all trial and appellate level.

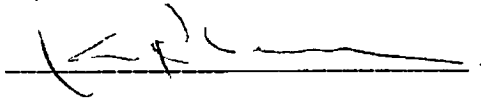
18 Chamber's Interest Non-Terminable Notwithstanding anything herein to the contrary, the City acknowledges that the Chamber's leasehold interest shall not be terminable without the Chamber's written consent. The City acknowledges that its other remedies at law and in equity are otherwise sufficient and it shall not be entitled to the remedy of termination in connection with a breach hereunder by the Chamber. The Chamber shall be entitled to all remedies at law or in equity in connection with a breach hereunder by the City.

19 Governing Law This Lease Agreement shall be governed by the laws of the State of Florida and the parties hereto shall be subject to jurisdiction and venue in Orange County, Florida.

EXECUTED as of the day and year first above stated by the parties

CITY OF WINTER PARK

BY

A handwritten signature in black ink, appearing to be "J. R. L.", written over a horizontal line.

WINTER PARK CHAMBER OF COMMERCE INC

BY

A handwritten signature in black ink, appearing to be "William J. Walker", written over a horizontal line. Below the signature, the word "Chairman" is written in a smaller, cursive script.