



City Commission Regular Meeting

Agenda

January 11, 2023 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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

assistance & appeals

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

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

please note

Times are projected and subject to change.

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

- a. Father Jared Jones, All Saints Episcopal Church 1 minute

Pledge of Allegiance**3. Approval of Agenda****4. Mayor Report****5. City Manager Report**

- a. City Managers Report 1 minute
b. FY 2023 Second Quarter Work Session Schedule 10 minutes

6. City Attorney Report**7. Non-Action Items****8. Public Comments | 5 p.m. or soon thereafter**

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

(Three minutes are allowed for each speaker)

9. Consent Agenda

- a. Approve the minutes of the regular meeting, December 14, 2022 1 minute
b. Approve the minutes of the work session, December 15, 2022 1 minute
c. Approve 360-day extension of the Broadband and Smart City Ad-Hoc Committee. 1 minute
d. Approve the following contracts: 1 minute
1. Xylem Water Solutions USA, Inc. - SS23-12 - Flygt Products; Amount: \$200,000 for goods on an as needed basis for the remainder of the current term through September 30, 2023.
 2. Matheson Tri-Gas, Inc. - Renewal of IFB16-21 - Purchase & Delivery of Liquid Oxygen; Amount: \$230,000 for goods on an as needed basis for the duration of the term through January 11, 2024.
 3. CJ's Sales & Service of Ocala, Inc. - Renewal of IFB3-20 - Auxiliary Generator Maintenance; Amount: \$300,000 for services on an as needed basis for the duration of the term

through February 14, 2024.

4. Kenick, Inc. - FY23-21 - Home Services Program; Amount: \$80,000 for services on an as needed basis for the duration of the term through January 11, 2025.
5. Florida Municipal Power Agency - Power Sales Contract - FL Solar 7 REPPA - Amendment 1; Rate Adjustment

e. [Approve the following piggyback contracts:](#)

1 minute

1. Home Depot USA, Inc. - US Communities Contract #16154 - Maintenance & Hardware Supplies; For goods on an as-needed basis during the term of the Agreement through December 31, 2026; Amount: \$275,000.
2. Bayside Dredging LLC - City of Tampa Contract #101100422 - Outfall Maintenance Services; For services on an as-needed basis during the term of the Agreement through December 15, 2023; Amount: \$600,000.
3. Monro, Inc. - State of Florida Contract #25172500-19-ACS - Tires, Tubes and Services (Goodyear); For goods on an as-needed basis during the term of the Agreement through March 31, 2024; Amount: \$175,000.

10. Action Items Requiring Discussion

- a. [RFP18-22 Old Library Building Proposed Lease Consideration Deal Points and Presentation.](#) 60 minutes
- b. [2023 State Legislative Priorities](#) 15 Minutes

11. Public Hearings: Quasi-Judicial Matters

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

12. Public Hearings: Non-Quasi Judicial Matters

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

- a. [Ordinance - Vacating and abandoning portion of Elvin Avenue right-of-way \(1st reading\)](#) 10 minutes

13. City Commission Reports

14. Summary of Meeting Actions

15. Adjournment



City Commission **agenda item**

item type Invocation	meeting date January 11, 2023
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Father Jared Jones, All Saints Episcopal Church

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date January 11, 2023
prepared by Jennifer Guittard	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

City Managers Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

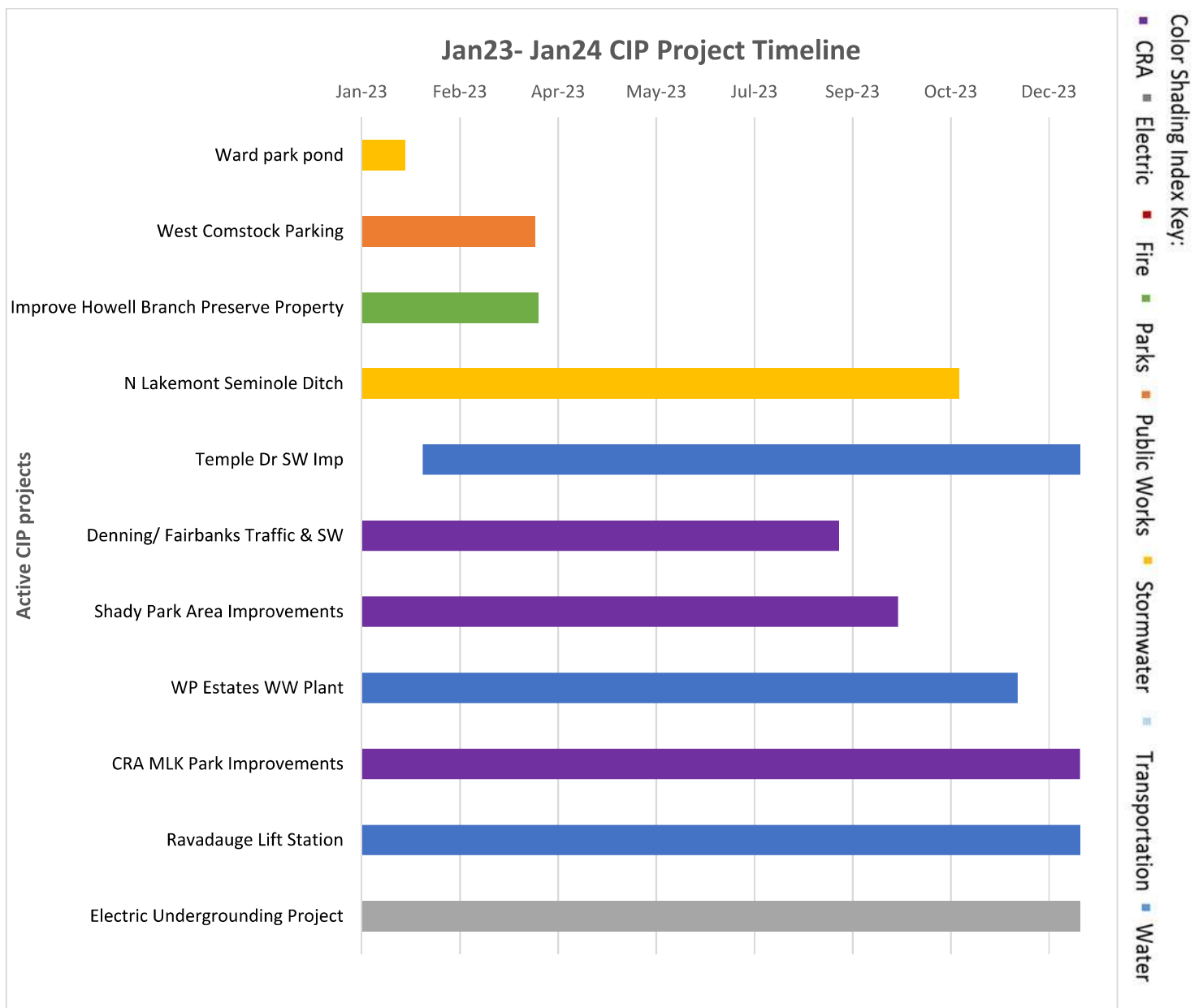
[City Managers Report 1.11.23.pdf](#)



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

Count by Status

Project Status	Planning Status	Active Status	Pending Status
Count Total 50	20	18	13



As of 1/11/23

Title 1: Planning Status

Project	Project Update	Strategic Objective	Division
1792 Streetscape Imp.	MOU amendment approved at CRA meeting 1/27/20. Design review underway by FDOT and staff including lighting and landscaping. FDOT in process of due diligence and potential ROW acquisition. FDOT and Metroplan currently evaluating projects based on new pricing for materials and labor.	Intelligent Growth & Development	CRA
Bicycle & Pedestrian Improvement	Various pavement marking improvements throughout the City are being evaluated. New RRFBs to be installed on Denning Dr south of Webster Ave, Lakemont Ave near the hospital, and Mizell by the hospital. Additional projects are being planned.	Exceptional Quality of Life	Transportation
CRA MLK Park Improvements	Design and/or construction underway on these pieces of the project. Board and CRA Agency approved items for several aspects of the park including fields and MLK memorial corner. Consultant provided concept design, and led/assisted with multiple stakeholder meetings. Staff is proceeding with memorial corner design including a request for Call for Artists to integrate a sculpture element into the corner and overall park improvement approved by the Agency on November 9th, 2022. An RFP Call for Artists is slated for a January 9th, 2023 disbursal with selection committee members comprised of the Public Art, Parks and Recreation, and CRA Advisory Board. Staff is additionally coordinating for an additional MLK playground public meeting to clarify scope and costs. This is expected in January/February 2023.	Exceptional Quality of Life	CRA
Denning Dr. Intersection	Extension to railroad north of Webster approved by CRA Agency on August 24 with a value of 500k. Design concept at 30%. Working through internal review.	Investment in Public Assets & Infrastructure	CRA
Denning/ Fairbanks Traffic & SW	Purchase of both 901 and 919 W. Fairbanks complete. Demolition of both properties and sod installation complete. Design schematics complete for transportation improvements, and sent for comment by FDOT including a separate southbound right turn lane to ease traffic congestion. Improvements approved by the CRA Agency at their August 24th meeting. Plans in coordination with FDOT	Investment in Public Assets & Infrastructure	CRA

Project	Project Update	Strategic Objective	Division
	and city consultant Kimley-Horn for final comment with solicitation and bid forthcoming.		
Dinky Dock Renovations	Concept approved by PRAB and work will commence Fall/Winter 2022.	Exceptional Quality of Life	Parks
Downtown Enhancements	Coordination with Parks Department for new irrigation system in Central Park areas complete. Park Avenue parking sensor project pilot complete. Pucks installed with monitoring through November at no cost to the city. Staff is coordinating with the vendor on a second pilot for Q2 2023 with further enhancements to data accuracy for both the end user and staff on parking availability.	Exceptional Quality of Life	CRA
FDOT 17-92 UT Line Relocate	Draft design complete. Department is evaluating direction of project for next phase.	Investment in Public Assets & Infrastructure	Water & Sewer
Fire Safety Equipment	Station 61 is receiving floor resurfacing. The alerting system will be going to bid for RFP. The CAD vendor has finished the software updates and the rollout will happen in January.	Public Health & Safety	Fire
Improve Howell Branch Preserve Property	The initial treatment of invasive species at the Howell Branch Preserve Trail Grant project properties has taken place and quarterly treatment has begun as well. Commission approved design concept on 10/12 and City and Dix Hite are moving forward with permitting process.	Investment in Public Assets & Infrastructure	Parks
Kennedy Rd Wide Force Mn	Met with Orange County and other Utility Agency Owners (UAOs) in mid-July 2022 to review updated plans and utility location issues. Orange County to send updated plans to UAOs for coordination of utility relocations. Roadway project split into 2 phases. City force main within Phase 2 which is scheduled to begin July 2026.	Investment in Public Assets & Infrastructure	Water & Sewer
Lift Station R&R	Reviewing lift station conditions for future rehabilitations next fiscal year.	Intelligent Growth & Development	Water & Sewer
MLK Regional Stormwater	Lake Mendsen (Lake Island) was included as part of CRA Stormwater plan and staff is working to coordinate improvements with MLK Park enhancements to better leverage funding. Staff proposal for including the stormwater plan as part of the overall MLK Park plan approved by the Agency on August 24.	Investment in Public Assets & Infrastructure	CRA

Project	Project Update	Strategic Objective	Division
N Lakemont Seminole Ditch	The survey is complete and the design was submitted to Seminole County for review at 60% completion on October 28, 2022. Final design and permitting will follow and bid package will be generated for a start of construction in fall of 2023.	Investment in Public Assets & Infrastructure	Stormwater
Park Pavilions	Mead board determining design and size of pavilion to replace current structure.	Investment in Public Assets & Infrastructure	Parks
Parks Swoope Facility BLD	Property swap complete. City working with architect firm for facility design.	Exceptional Quality of Life	Parks
Ravadauge Lift Station	Final design in progress. Design anticipated to be complete by August 2023.	Investment in Public Assets & Infrastructure	Water & Sewer
Richard Crotty Pkw	Roadway project pushed back by Orange County to begin construction Spring 2025. Water and wastewater utilities design 95% complete.	Investment in Public Assets & Infrastructure	Water & Sewer
Shady Park Area Improvements	Staff has met with the artist and community stakeholders with an agreed upon work plan. Next benchmark is early February for initial concepts and feedback. Timeline for fabrication, installation of the art piece, and remaining amenity enhancements currently estimated at 12-14 months from July 2022.	Exceptional Quality of Life	CRA
UT Lines 434 Road Widening	Design is 90% complete. FDOT has delayed roadway project bid until July 2026.	Investment in Public Assets & Infrastructure	Water & Sewer

Title 2: Active Status

Project	Project Update	Strategic Objective	Division
Cemetery Improvements	Structures are fabricated and should be delivered and installed by Spring 2023. Site preparations and landscape/greenscreen install is underway.	Investment in Public Assets & Infrastructure	Parks
EL Substation upgrades	We continue to work with OUC on substation inspection and maintenance. We don't have any major upgrades planned currently, but will need to formulate a plan for some breaker change outs in the next cycle.	Investment in Public Assets & Infrastructure	Electric
Electric Undergrounding Project	Miles of Undergrounding performed Project J: 2.72 miles 45% complete Project L: 9.57 miles 68.5% complete	Investment in Public Assets	Electric

Project	Project Update	Strategic Objective	Division
	Project R: 4.31 miles 37.8% complete Commission approved advancement Residential Service Conversions (RSC) Fiscal YTD: 73 TOTAL so far for FY 2023: 0.03 miles	& Infrastructure	
Facility Capital Improvements	Scheduling HVAC replacements for the remaining water plants with installs to be completed over the next couple of months. Evaluating HVAC replacement for Emergency Operations. Building 10 is scheduled to be painted over the next month.	Investment in Public Assets & Infrastructure	Public Works
Improve Mead Garden	Work is being performed to update the walkways in phase 1 main ADA trail loop.	Exceptional Quality of Life	Parks
IT Infrastructure Upgrade	Funding being utilized for modernization of IT infrastructure.	Fiscal Stewardship	IT
Meadows Park at Margaret Square	Playground equipment has been installed; Basketball court completed. Additional improvements to grounds will take place December with final completion of all improvements expected by late Winter/early Spring 2023.	Exceptional Quality of Life	Parks
Meter Data Management Upgrade	Harris Smartworks continues to coordinate with Water/Wastewater, Finance and IT Departments for software development. Upgrade to new RNI version complete.	Investment in Public Assets & Infrastructure	Water & Sewer
New York Streetscape	Phase I construction complete (Intersection of Fairbanks and New York Avenue) to improve turning lanes, ADA improved pedestrian crosswalks, and mast arm construction. Coordination on Phase II (New York Avenue to Morse Blvd intersections) streetscape and ADA enhancements underway. New York and Comstock intersection complete with intersections at Welbourne and Morse remaining.	Intelligent Growth & Development	CRA
Post Office Acquisition	Awaiting response from Post Office regarding their opinion of the two Commission approved potential sites.	Investment in Public Assets & Infrastructure	CRA
Signalization Upgrade	New controllers have been purchased and delivered. The four intersections that are being tested will be converted to the new controllers that are consistent with FDOT's controllers. City staff is currently working with FDOT to evaluate traffic signal timings along the state roads to	Investment in Public Assets & Infrastructure	Transportation

Project	Project Update	Strategic Objective	Division
	see if the timings can be optimized. Also, City staff is working on Fire Department preemption system.		
Stormwater Rehab	Hurricane Ian has introduced several pipe failures in the City's storm sewer system. Completed storm pipe repairs on Pinetree Road, Pineview Circle, and MLK pond. Scheduled pipe lining on Whitehall Drive and Whitesell Drive is complete.	Investment in Public Assets & Infrastructure	Stormwater
Upgrade Water Mains	Upgrading water mains. Currently working on Kentucky Avenue. Next area is the Kingwood subdivision.	Investment in Public Assets & Infrastructure	Water & Sewer
Ward park pond	Ward Park ponds construction is complete. Estimated completion of the necessary piping is January 2023.	Investment in Public Assets & Infrastructure	Stormwater
Water Treatment Plants R&R	Reviewing water treatment plant conditions for future rehabilitations next fiscal year.	Investment in Public Assets & Infrastructure	Water & Sewer
Winter Park Sports Complex	Baseball Fields complete. Drainage work on field 7 outfield to be complete. Turf fields work to begin first quarter of 2023.	Investment in Public Assets & Infrastructure	Parks
WP Estates WW Plant	Contractor is mobilizing and has initiated permitting with City Building Department. Contractor scheduling project kickoff activities.	Investment in Public Assets & Infrastructure	Water & Sewer
WP Pines Golf Course	ADA restroom and plumbing improvements are scheduled for Summer 2023. The Driving Range upgrade to hitting mats are complete. Contracted canopy replacement and expansion for clubhouse/bar has been awarded and start date is being scheduled. Electrical upgrades to support expanded food items are complete.	Investment in Public Assets & Infrastructure	Parks

Title 3: Pending Status

Project	Project Update	Strategic Objective	Division
Cady Way Pool Improvements	Contract has been awarded to vendor and waiting on date of commencement for work.	Exceptional Quality of Life	Parks
CRA Small Projects	Canton & Garfield pedestrian connection project is now on hold due to unforeseen added cost. Process moving forward is to evaluate in conjunction with other improvement opportunities. As the Central	Intelligent Growth & Development	CRA

Project	Project Update	Strategic Objective	Division
	Park Stage project draws to conclusion, staff is reviving internal conversations on how to support pedestrian traffic to this new civic amenity. Staff is determining an updated cost for the project.		
Decorative Lights and Trees in CRA	140 total decorative lights have been installed. Coordination with Electric Utility on assessment of light replacements/additions as needed.	Intelligent Growth & Development	CRA
East OC Service Improvement	Pending in house availability to planning redirection of flow to East plant.	Investment in Public Assets & Infrastructure	Water & Sewer
EL Meter Replacement	The replacement of electric meters has been pending the go-live date for the utility billing software so that compatibility with meter types can be tested. Due to extremely long lead times the city has proactively ordered meters but is still awaiting receipt.	Investment in Public Assets & Infrastructure	Electric
Lake Bell Weir Improvements	Pending monitoring assessment.	Investment in Public Assets & Infrastructure	Stormwater
Nicolete Ave Stormwater Replacement	Model is being developed for the most effective stormwater treatment pond design.	Investment in Public Assets & Infrastructure	Stormwater
Progress Pointe Redevelopment	Design approved and permitting underway. Construction fencing and graphic panels in process with fence up by Jan 13,2023 and graphic banners projected by February 1, 2023 at latest. Purchasing has begun process for securing project management contract and road work project to begin Winter 2023.	Investment in Public Assets & Infrastructure	Parks
Sewer Main Extensions	Extension of sewer mains to support new development or redevelopment.	Investment in Public Assets & Infrastructure	Water & Sewer
St. Andrews Trail	Design completed for which the City has been reimbursed by the FDOT. Due to the 250% increase in construction materials, this project has been delayed to FY2026-FY2027 per Metroplan Orlando.	Investment in Public Assets & Infrastructure	Transportation
Temple Dr SW Imp	Future improvements pending funding in the 5yr capital plan.	Investment in Public Assets & Infrastructure	Stormwater

Project	Project Update	Strategic Objective	Division
Tennis Center Upgrades	Pending project scope for replacement of pickleball space with block hitting wall and installation of well for clay court maintenance/irrigation.	Investment in Public Assets & Infrastructure	Parks
West Comstock Parking	West Comstock parking and an extension to the Library parking lot concept drawings are complete. Both are pending permitting by the SJRWMD.	Investment in Public Assets & Infrastructure	Public Works

Recently Completed Projects

Parks & Recreation Department

The Parks Department completed the scheduled Baseball field drainage improvements as part of Exceptional Quality of Life strategic objective.

Parks & Recreation Department

The Parks Department completed the driving range upgrade as part of Exceptional Quality of Life strategic objective.



Upcoming Advisory Board Meetings

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

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

January Board Meetings

Advisory Board	Meeting Date	Meeting Time
Planning & Zoning Board	1/3/23	6 p.m.
Lake Killarney Board	1/4/23	10 a.m.
Winter Pines Golf Course Advisory Board	1/9/23	8 a.m.
Public Art Advisory Board	1/9/23	Noon
Economic Development Advisory Board	1/10/23	8:15 a.m.
Lakes & Waterways Board	1/10/23	Noon
Civil Service Board	1/10/23	4 p.m.
Historic Preservation Board	1/11/23	10 a.m.
KWPB & Sustainable	1/17/23	11:45 a.m.
Board of Adjustments	1/17/23	5 p.m.
Parks & Recreation Advisory Board	1/18/23	5:30 p.m.
Utilities Advisory Board	1/24/23	Noon
Community Redevelopment Advisory Board	1/26/23	5:30 p.m.
Transportation Advisory Board	1/30/23	4 p.m.

Upcoming Work Sessions

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

Work Sessions	Meeting Date	Meeting Time
City Commission Work Session	1/12/23	1 p.m.
Planning & Zoning Board Work Session	1/24/23	Noon
Transportation Advisory Board Work Session	1/30/23	3 p.m.

As of 1/11/23



City Commission **agenda item**

item type City Manager Report	meeting date January 11, 2023
prepared by Michelle del Valle	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

FY 2023 Second Quarter Work Session Schedule

motion / recommendation

Approve the proposed schedule for work sessions January - March 2023.

background

Discuss and approve FY 2023 second quarter work session topics and schedule.

alternatives / other considerations

Commission may add/delete/modify topics and timeline.

fiscal impact

ATTACHMENTS:

[FY 23 Q2 Meeting Schedule.docx](#)

FY 23 Q2 Commission Meetings and Work Sessions, January – March 2023

Date	Meeting/Activity
Wednesday, January 11, 2023; 3:30 p.m.	Regular Commission Meeting
Thursday, January 12, 2012; 1-3 p.m.	Stormwater and Flood Management
Wednesday, January 25, 2023; 3:30 p.m.	Regular Commission Meeting
Thursday, January 26, 2023; 1-3 p.m.	*TBD*
Wednesday, February 8, 2023; 3:30 p.m.	Regular Commission Meeting
Thursday, February 9, 2023; 1-3 p.m.	Transportation Master Plan Update
Wednesday February 22, 2023; 3:30 p.m.	Regular Commission Meeting
Thursday, February 23, 2023; 1-3 p.m.	FY 2024 Budget Preparation Discussion
Wednesday, March 8, 2023	Regular Commission Meeting
Thursday, March 9, 2023; 1-3 p.m.	Comprehensive Plan Update Preparation Session
Wednesday, March 22, 2023	Regular Commission Meeting
Thursday, March 23, 2023; 1-3 p.m.	Renewal Energy Study Update/Results

Potential future work sessions topics:

- Annexation analysis
- Additional stormwater evaluation (prioritization, program analysis/grant opportunities
- Creation of guidebook for Winter Park Vision Statement
- Continuation of discussion on affordable/workforce/attainable housing.
- CRA extension



City Commission **agenda item**

item type Consent Agenda	meeting date January 11, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, December 14, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2022-12-14.pdf](#)



City Commission Regular Meeting Minutes

December 14, 2022 at 3:30 p.m.

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

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman; City Clerk Rene Cranis

1) Meeting Called to Order

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

2) Invocation and Pledge of Allegiance

Reverend Kathy Beasley, Unity of Central Florida, offered the invocation followed by the Pledge of Allegiance.

3) Approval of Agenda

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

4) Mayor Report

Mayor Anderson thanked staff for their work on the Christmas decorations.

- a. Balmoral Group as a Gold Level Green Business Recognition

Sustainability Specialist Mia Brady spoke about Balmoral Group's sustainability efforts and recognized them as a Gold Level Green Business.

5) City Manager Report

- a. Parks and Recreation Department CAPRA Accreditation

Parks and Recreation Director Jason Seeley noted that the city is one of 200 agencies that have received national accreditation by Commission for Accreditation of Park and Recreation Agencies. He thanked staff for their hard work on the accreditation process.

6) City Attorney Report

7) Non-Action Items

8) Public Comments | 5 p.m. or soon thereafter (taken after Item 10f)

9) Consent Agenda

- a. Approve the minutes of the regular meeting, November 9, 2022.
- b. Approve the minutes of the work session, November 30, 2022.
- c. Approve the following piggyback contracts:
 1. USA Services of Florida, Inc. - City of Daytona Beach Contract #13-159 - Mechanical Sweeping Services; for services on an as-needed basis during the term of the Agreement; Amount: \$250,000 for FY23.
 2. Pure Air Control Services, Inc. - Panhandle Area Educational Consortium Contract #RFP21-30 - Indoor Air Quality Consulting & Remediation; for services on an as-needed basis during the term of the agreement; amount: \$150,000 for the duration of the remainder of the contract term through November 30, 2024.
 3. Ring Power Systems - Sourcewell Contract #120617-CAT - CAT Diesel & Natural Gas Generator Sets; amount: \$175,000 for additional goods needed for the remainder of the agreement through January 29, 2023.
 4. United Rentals, Inc. - Sourcewell Contract #062320 - Equipment Rental with Related Services; amount: \$300,000 in additional funds for the duration of the remainder of the contract term through August 27, 2024.
 5. Hubbard Construction Company - Seminole County Contract #IFB-603616-19/BJC - Pavement Management Program Services; amount: \$925,000 for services on an as needed basis for the duration of the contract term through December 25, 2023.
 6. Chuck Robinson Concrete and Bob Cat Service - Seminole County Contract #RFP-604273-22/LNF - Aquatic Maintenance Services; amount: \$300,000 for services on an as needed basis for the duration of the contract term through May 31, 2025.
- d. Approve the following contracts:
 1. Howard Industries, Inc. - IFB8-20 - Single-Phase Transformers; Amount: \$2,250,000 in additional funds for goods on an as-needed basis.
 2. Advanced Roofing, Inc. - Renewal of RFP14-21 - Solar Panel & Awning Fabrication, Installation; amount: \$200,000 for services on an as-needed basis for the duration of the contract term through December 17, 2023.
 3. Xylem Water Solutions USA, Inc. - SS23-5 - Wedeco Ozone Generators Products; amount: \$150,000 in additional funds for services on an as-needed basis.

4. 15 Lightyears, Inc. - IFB18-21 - Residential & Commercial Energy Audit Services; amount: \$80,000 in additional funds for services on an as-needed basis.
5. OpenGov, Inc. - Renewal of PB40-19 - OpenGov Procurement Software; amount \$80,000 for services on an as-needed basis for the duration of the contract term through December 31, 2025.
- e. Approve the following formal solicitation:
 1. Stuart C Irby - IFB32-22 - 3 Phase Transformers; amount: \$1,250,000

Motion made by Commissioner Weaver to approve the Consent Agenda; seconded by Commissioner Cruzada. Motion carried unanimously with a 5-0 vote.

10) Action Items Requiring Discussion

- a. Appeal of denial of Tree Removal Permit - 1445 Bonnie Burn Circle

Parks Superintendent Stefano Alvernia provided the background of the tree removal permit and said the Tree Preservation Board upheld staff's denial. The site plan has been revised to accommodate the tree and to preserve the root system. He confirmed that the tree is healthy and that the applicant still wants to remove the tree even though they have accommodated the tree in the site plan. He provided additional information on requirements as it relates to the tree's proximity to the retention area.

The applicant was not present and there were no public comments.

Motion made by Commissioner Sullivan to uphold denial of the permit; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

- b. Appeal of denial of Tree Removal Permit - 1631 Hillcrest Ave.

Mr. Alvernia reviewed the tree removal request to remove two live oaks. He showed the location and photographs these trees. Staff denied the permit which was upheld on appeal by the Tree Preservation Board. He explained the circumstances that would require neighbor input and because these trees cross over the property line and approval was not obtained by the property owners, the permit was denied.

The applicant was not present and there were no public comments.

Motion made by Commissioner Weaver to uphold denial of the permit; seconded by Commissioner Sullivan. Motion carried unanimously with a 5-0 vote.

- c. Request for Funding - Park Avenue District Main Street Program

Director of Office of Management and Budget Peter Moore presented the request from Park Avenue District for a three-year matching grant proposed to be funded from the CRA. Funding and allocation for years two and three will be part of the budget process.

Sarah Grafton and Ricci Culver of Park Avenue District were present. Ms. Grafton said Park Avenue District was awarded a Main Street Florida Program and explained the program, goals and benefits. Their request of \$50k for the next three years will partially fund a program director that must be hired within six months of November 30, 2022.

Mr. Moore noted that \$50k is within the City Manager's authority to use CRA funds without approval of the Community Redevelopment Agency. If the commission desires to have CRA approval, a meeting could be scheduled prior to a commission meeting in January for approval of an agreement.

Motion made by Commissioner DeCiccio to direct staff to develop a matching grant agreement within the City Manager's authority for year one and bring the request for years two and three before CRA in January; seconded by Commissioner Cruzada. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

d. Muscovy Duck Program

Director of Natural Resources and Sustainability Gloria Eby gave a presentation on Muscovy ducks (an invasive species) issues and interim solutions implemented by staff. The Lakes and Waterways Board, Lake Killarney Board, Keep Winter Park Beautiful and Sustainable Advisory Board and Parks and Recreation Advisory Board approved the program. The integrated management plan will include public education, habitat modification, active removal under Florida Fish and Wildlife guidelines and promotion of waterfowl habitats, followed by re-establishing habitats for native waterfowl. She responded to questions and noted ducks are present at MLK Park, Winter Pines Golf Course and Lake Killarney.

David Williams, 209 Tyree Lane, opposed the destruction of these ducks and said there are other options to destroying wildlife. Commissioner DeCiccio advised that the city is moving the ducks, not destroying them.

Motion made by Commissioner Weaver to approve the Muscovy duck program; seconded by Mayor Anderson. Motion carried unanimously with a 5-0 vote.

e. Electric cost of service study

Mayor Anderson referenced an article about OUC catching up with fuel cost adjustments and noted that with the proposed rate changes, the city's combined rates will be lower than OUC and thanked staff for keeping on task with fuel rate adjustments.

Director of Finance Wes Hamil provided the background of study and introduced Craig Shepherd, Leidos Engineering, who reviewed the scope of the study. At the city's direction to make rates revenue neutral, smaller customers will receive a slight decrease while larger customers will receive slight increase. New rates would be effective April 1, 2023 in order to give notice to customers.

Motion made by Commissioner Sullivan to approve as recommended (Option 1 of the Electric Cost of Service Study including combining the Time of Use rate class with the General Service Demand class effective April 1, 2023); seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

f. Progress Point Park - Denning Drive on street parking

Parks and Recreation Director Jason Seeley stated that given information received this week regarding measurements and distances, on-street parking on Denning Drive is not an option. The issue now is a matter of safety along that area of the road. He reviewed options to enhance existing manicured landscaping by adding heavier landscaping, a decorative low-profile fence raised beds or seating wall similar to Central Park. He recommended starting with landscaping and re-evaluating once the park is built and possibly add a decorative fence. Discussion followed on options and costs.

There were no public comments.

Motion made by Mayor Anderson to remove the temptation for unsafe parking by adding a curb and greenspace; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

A recess was held from 4:56 to 5:07 p.m.

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

Mary Jane Fries, 1123 Fairway Drive, spoke about the retention area on Fairway Drive and flooding and damage to her home caused by stormwater run-off. She requested a review of maintenance records for stormwater egress from Fairway Drive, changes on the 9th fairway at Winter Pines Golf Course, record of responses to residents' concerns and a plan for improvements going forward. issues and repair of infrastructure.

Vincent Peluso, American Engineering and Surveying, representing Mrs. Fries, reported his observations that contributed to the flooding of her home: undersized drain in front of her home and unmaintained ditch at rear of home. He asked for improvements to alleviate the issues.

David Williams, 209 Tyree Lane, said he feels residents are being ignored and his property receives overflow from surrounding professional office properties causing flooding. He expressed concern about excessive lighting at commercial centers and billboards.

William Benjamin Taylor, 2816 Prince John Road, commented on the potential annexation of Winter Pines neighborhood. He feels there is miscommunication or misunderstanding and suggested the city provide information to the residents to give them a clear vision of what annexation means for them.

Alan Chambers, 332 Fleet Road, thanked the Commission for its support of Park Avenue District. He expressed support of annexation of Winter Pines neighborhood and feels other neighbors support annexation, as well.

Mr. Knight responded to comments regarding stormwater and flooding concerns. He said the system failed in unanticipated areas and Winter Pines was built in an area with a high-water table. Staff is putting together a plan which will be presented in a work session on January 12th which include solutions, infrastructure improvements and protocol to draw down lakes. Staff has been working with a contractor on the ditch at the golf course to ensure it works properly and is seeking grants to make infrastructure improvements including areas in CRA where several projects could help with flooding.

10) Action Items Requiring Discussion (continued)

g. City Attorney Contract

Mr. Knight stated city policy is to bid professional services every five years; however, the attorney contract was extended for an additional two years without a rate increase while some pending matters were resolved. This amendment increases rates and continues the termination clause.

Mr. Ardaman noted his firm's acceptance of the terms and said rates are consistent with their other municipal clients.

Motion made by Commissioner DeCiccio to approve the amendment to the City Attorney contract; seconded by Commissioner Weaver.

Commissioner Sullivan questioned whether the city should re-examine the relationship and put out for bid.

Mayor Anderson supported continuing the agreement and revisit this when pending matters, i.e. annexation, update of residential zoning code, are resolved because of the firm's knowledge on these matters. Commissioner Cruzada and DeCiccio agreed.

There were no public comments.

Motion carried unanimously with a 5-0 vote.

- h. Confirmation of appointments to Civil Service Board.

Commissioner Sullivan nominated Terry Hotard. Commissioner DeCiccio nominated Bill Segal (moving from EDAB). There were no public comments. Approved by consensus.

- i. 2023 General Election and Run-off Election, if necessary
 1. Approve polling places.
 2. Appoint three members to the Canvassing Board.
 3. Approve canvassing criteria established by the state and used by Orange County.
 4. Allow Orange County Supervisor of Elections to open and run all Vote by Mail ballots through the tabulator on March 14 after 9:00 a.m. and on April 11 if a run-off is necessary, that are not questionable without obtaining the results until 7:00 p.m.

Mr. Knight noted that with the redevelopment of the Christian Church on North Lakemont, the new polling place is the University Club.

Motion made by Commissioner Weaver to approve as recommended and appoint Commissioners Cruzada and Weaver and Mayor Anderson to the Canvassing Board; seconded by Commissioner Cruzada. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

11) Public Hearings: Quasi-Judicial Matters

- a. RESOLUTION 2266-22 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1379 CANTERBURY ROAD, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Ardaman read the resolution by title. Director of Planning Jeff Briggs reviewed the request.

Motion made by Commissioner Weaver to approve the resolution; seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call**

vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

12) Public Hearings: Non-Quasi-Judicial Matters

- a. Ordinance - Amending Ordinance 3182-20 to keep as permanent the regulations concerning backyard chickens adopted by Ordinance 3182-20 as a pilot program (1st reading)

Attorney Ardaman read the ordinance by title.

Mrs. Eby reviewed changes to the ordinance: allowing coops in the side or rear yard with a ten-foot rear setback and 7.5-foot side setback, allowing a maximum height of eight feet and removal of the provision requiring adjacent neighbor approval. Staff contacted permit holders and she read comments received from neighbors which were primarily positive.

Mayor Anderson said he feels removing the neighbor approval requirement does not represent city-wide support of agricultural use and while he sees some good in this program, he is reluctant to remove the neighbor approval provision which creates an individual right at the expense of the peace, welfare and expectations of neighbors who do not support this program.

Commissioner Weaver gave a presentation showing program success in other cities including Orlando and Maitland, misconceptions about chickens and benefits. He feels the neighbor approval requirement has stifled the program and noted that allowing people to produce food is part of the city's sustainability plan. He feels denying a permit because of one neighbor's opposition is unfair, in particular when the applicant's property is large and there is a greater distance between homes.

Mayor Anderson said that lot size and distance could be considered when requiring neighbor approval.

Discussion was held on setbacks and height requirements.

Commissioner Sullivan suggested that, if approval is required, it should specify from abutting residential property owners; however, he feels neighbor permission should not be required and that objections will subside over time.

Commissioner DeCiccio said she will oppose the ordinance if requirement for neighbor approval is removed. She spoke about e-mails from residents opposing the program.

Mayor Anderson summarized the discussion indicating agreement to continue the program, setting the side yard setback at 7.5 feet, and if continued, neighborhood approval must come from abutting residential property owners.

Kimberly Murphy, 1835 Bryan Avenue, said she believes objections are from people who have misconceptions and that the neighbor approval requirement is prohibiting the program's success and needs to be removed. She said neighbor approval is not required in other circumstances, i.e., fences, pools, dogs, and this should not be treated any differently, particularly when neighbors are renters. She also questioned why her rights as a property owner do not matter.

Commissioner Weaver suggested extending the pilot program for one year without the neighbor approval requirement. Commissioner DeCiccio disagreed. Discussion followed on the level and basis of opposition.

Commissioner Sullivan said he feels a number of e-mails were based on inaccurate information and suggested a survey of neighbors to chicken coops to determine any objections. Mrs. Eby noted that the neighbors were surveyed and comments were positive. Discussion was held on property owner rights, (mis)perception, and objections.

Commissioner Weaver suggested, as a compromise, getting approval from the closest adjacent property owner. Commissioner DeCiccio disagreed.

Motion made by Mayor Anderson to approve the ordinance making the program permanent, reinstating the permissions required from abutting residential owners and increasing the side yard setback to 10 feet; seconded by Commissioner DeCiccio.

Motion made by Commissioner Sullivan to amend the motion the ordinance leaving neighbor approval requirement in place for two years and then survey neighbors of chicken coops and revisit the requirement. Failed for lack of second.

Commissioner DeCiccio said she feels a city-wide survey is needed. Mayor Anderson opposed sunseting a provision but would consider revisiting the neighbor approval requirement in 24 months.

Commissioner Weaver said data from other agencies show no issues and feels there is no evidence that chickens have been a problem.

Motion made by Mayor Anderson to amend the motion to require review of the neighbor approval provision in 24 months after adoption; seconded by Commissioner DeCiccio.

Motion made by Commissioner Weaver to amend the motion to require only the approval of the closest property owner. Failed for lack of second.

Upon a roll call vote on the main motion to approve the ordinance with amendments (adding back requirement for abutting property owner

permissions, but limiting to residential property owners, changing side yard setbacks to 10 feet and that in two years there is an automatic review of the neighbor approval provision). Commissioners DeCiccio, Cruzada and Mayor Anderson voted yes. Commissioners Sullivan and Weaver voted no. Motion carried with a 3-2 vote.

- b. Ordinance - Adding a new Division 3 of Article VI, Chapter 2, providing for the assessment of third-party city consultant costs, expenses and fees incurred by the City of Winter Park related to the review, processing and regulation of development applications. (1st reading)

Attorney Ardaman read the ordinance by title.

Assistant Director of Planning Allison McGillis stated that this ordinance passes attorney fees for review of development applications to applicants. A \$3k review deposit will be required.

Responding to questions, Mr. Ardaman said this includes costs for other professional services for review and allows staff to refund a portion of the deposit if the costs fall below the deposit and impose an additional charge if the costs exceed the deposit.

There were no public comments.

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

- c. Ordinance: Updating Section 58-87, lakefront and waterfront zoning regulations and amending Chapter 114, Lakes and Waterways to incorporate regulations concerning docks and boathouses. (1st Reading)

Attorney Ardaman read the ordinance by title.

Mr. Briggs explained that this ordinance transfers variance authority on docks and boathouses from Board of Adjustment to the Lakes and Waterways Board or Lake Killarney Board; improves regulations regarding stormwater grading and run-off and clarifies rules and setbacks for fencing and impervious coverage, heights for pool/pool decks, and regulations on basements and walkouts.

Commissioner Sullivan noted that there are two Section Twos in the ordinance.

Responding to questions by Mayor Anderson, Mr. Briggs confirmed the prohibition of golf nets on lakes and explained the basis for maximum width of 36" for retaining walls. He said three levels are allowed with livable space downstairs, but

no garages. Garages must be in front or have side entry to avoid stormwater issues. (language to be reviewed for second reading). He said the intent for side setbacks for docks and boathouses is to avoid obstruction of the view of the lake, which is a consideration when granting approval for docks and boathouses.

Mr. Ardaman suggested changing language to state that the structure shall be no closer than 10' from property line. Mr. Briggs said he will look at for second reading.

There were no public comments.

Motion made by Commissioner Sullivan to approve the ordinance on first reading; seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

13) City Commission Reports

Commissioner Sullivan

- Received many positive comments from visitors on the superior condition of ball fields at Ward Park.
- Expressed pride in staff on achieving CAPRA accreditation.

Commissioner DeCiccio

- Showed photos of flooding in parking lot area at MLK and proposed fixing drainage issues before fixing parking lot. (Will be discussed in January 12th work session.)
- Requested a work session on Winter Pines neighborhood annexation.

Commissioner Cruzada

- Advised of Winter Park High School renovations and to contact to OCPS for more information.

Commissioner Weaver

- Attended the James Rogers Gamble exhibit at Casa Feliz and noted the lack of lighting in the parking lot adjacent to golf course and asked for street lights.
- Advised staff of the short timing of the light at Ollie and Fairbanks and because it is city-controlled light, staff is looking at re-timing.

Mayor Anderson

- Said the 90-day negotiating period on old library reuse has ended and suggested moving to closure by setting a deadline the week prior to the January 11th meeting to consider other options for building/property. Agreed to by consensus.
- Announced that the efforts of the Fix 426 lobby have contributed toward FDOT budgeting for resurfacing and repair on Aloma/Fairbanks/ Brewer Curve.

14) Summary of Meeting Actions

- Recognized Balmoral Group as Gold Level Green Business.
- Approved Consent Agenda.
- Upheld denial of tree removal permits at 1445 Bonnie Burn Circle and 1631 Hillcrest.
- Approved matching grant funds (\$50k) for Park Avenue District Main Street Program.
- Approved Muscovy Duck Program.
- Approved Cost of Service Study.
- Approved plan to remove parking on Denning Drive and to enhance landscaping.
- Approved City Attorney contract extension.
- Confirmed appointments of Bill Segal and Terry Hotard to Civil Service Board.
- Approved actions for 2023 election.
- Approved resolution designating 1379 Canterbury as historic resource.
- Approved backyard chicken ordinance on first reading with amendments.
- Approved ordinance on third-party fees on first reading.
- Approved ordinance amending lakefront regulations on first reading.
- Requested best and final offer on old library reuse on January 11th meeting.

15) Adjournment

The meeting adjourned at 7:34 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date January 11, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the work session, December 15, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2022-12-15 ws.pdf](#)



City Commission Work Session Minutes

December 15, 2022 at 1:00 p.m.

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

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, and Todd Weaver; City Manager Randy Knight; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1) Call to Order

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

2) Discussion Item(s)

a. Sustainability Action Plan

Director of Natural Resources and Sustainability Gloria Eby recognized the sustainability staff and KWPB/S board for their work. She noted that the SAP contained eight chapters (discussion below). She reviewed usage, indicators, changes and targets, and action items for each chapter along with Sustainability Manager Sara Miller and Sustainability Specialist Mia Brady.

- Climate Resilience

Commissioner Sullivan said it would be helpful if community gardens targeted low-income communities and suggested the tree farm as a location for a garden.

Commissioner DeCiccio noted that is some interest in a non-profit spearheading a community garden effort. Commissioner Weaver suggested a work session to discuss potential locations and parameters to prepare an RFP for non-profits or alternatively allow for individual use. Ms. Eby expressed the importance of diversifying and making equitable, any city land being used and spoke on the RFP the City of Orlando uses for their community grants. Mayor Anderson supported a work session. Commissioner Cruzada noted the executive director of The Plymouth is interested in converting the residents' shuffleboard space into a community garden.

In response to questions, Ms. Eby said the department is familiar with Community Supported Agriculture (CSA) and added that the city's approach is a community grant process driven by a demonstrable budget, plan, and approval.

- Energy Chapter

Mayor Anderson would like to ensure that when talking about the 80% energy efficiency goal, that it is either a net zero carbon goal or a renewable energy goal depending on

the feasibility study. Discussion followed on the terminology of "net zero", the definition of efficiency goals, and the city rebate program availability to city residents versus all utility customers.

- Water Chapter

Commissioner Sullivan asked about the amount of water and electricity used for solar arrays. Mr. Zusi explained the city's water treatment and oxidation process which uses a large amount of electricity and responded to questions regarding expanding the solar array to drive the treatment process. In addition, he said the consumptive use permit is due to be renewed in 2025 and anticipates the St. Johns Water Management District will keep the city's rate the same.

Mayor Anderson asked if there are plans to create a non-irrigated garden strategy. Ms. Eby said there are Florida-friendly landscaping classes available through the Institute of Food and Agricultural Sciences.

Mayor Anderson asked if the city has any licensing or certifications for arborists and/or landscape contractors. Ms. del Valle noted that the Tree Preservation Board is updating the city code and is considering a provision ensuring vendors are registered and licensed before working in the city. Discussion was held on standards and certification and licensing requirements for arborists and lawn maintenance companies. After discussion, consensus was to consider green certification for landscaping/lawn maintenance vendors.

- Community Engagement and Green Economy Chapter - No comments
- Local Government Operations -

Mayor Anderson asked if there is an off-peak possibility for lower-cost power. Mr. Zusi said staff has researched the issue and explained staff's efforts to better manage its systems during low and peak electric usage.

In response to questions, Mr. Knight said staff is considering for 4-day work week. Mayor Anderson suggested the 4-day work week as a potential topic for an upcoming work session.

- Natural Resources

Ms. Eby responded to questions on impervious coverage/parking lots. She said the city encourages pervious parking lots and discussion was held on heat index as it relates to parking lot surfaces. She added that the feasibility study will address use of solar arrays for parking areas.

- Transportation and Urban Form

Commissioner Cruzada asked if there is a metric the Department of Motor Vehicles can provide on the number of electric vehicles in the city to understand the power demand.

Police Chief Tim Volkerson said it can be requested by model but would be an extensive public records request. Discussion ensued on electric vehicle charging requirements.

Commissioner Sullivan feels the Natural Resources department should be involved in transportation planning due to the potential for greenways.

Mayor Anderson asked about ride-sharing. Ms. Eby explained the shared-ride (Free Bee) process and noted several cities use this model and strictly use EV vehicles.

- Waste Management Chapter

Ms. Eby responded to questions about landfill capacity and zero-waste initiatives and read the 2023 project list for addressing waste reduction. Commissioner Weaver spoke about a lecture he gave on recycling and reviewed data and statistics on aluminum, plastic and paper.

Commissioner Sullivan noted the Waste Pro contract renewal would be coming up soon and suggested staff look at providers that may focus more on sustainability.

Mayor Anderson asked about waste pickup on Center Street. Mr. Knight provided information on an underground refuse bin system being evaluated for Center Street and other areas downtown. The system could be added to an RFP for waste management. Ms. del Valle said staff is working on other solutions for the general cleanup of Center Street as well.

Mayor Anderson commended staff on the plan and asked for next steps. Ms. Eby stated the next step would be to present to the Commission for approval.

Mayor Anderson stated the language needs to be clarified for renewable energy or net zero. Commissioner Weaver supports using the term "renewable" and discussion followed. Mayor Anderson expressed concern that the request from the commission regarding terminology for zero carbon was overlooked. Ms. Eby confirmed that is part of the feasibility study.

3) Adjournment

The meeting adjourned at 2:54 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date January 11, 2023
prepared by Parsram Rajaram	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve 360-day extension of the Broadband and Smart City Ad-Hoc Committee.

motion / recommendation

Approve item as presented.

background

On July 28, 2021, the Commission approved Ordinance 3210-21 establishing a Broadband and Smart City Ad-Hoc Committee. Staff is recommending extension of term of the Broadband and Smart City Ad-Hoc Committee by an additional 360 days from January 20, 2023, to allow adequate time for the Committee to present recommendations to the City Commission. Per Section 3 of the Ordinance, the term of this Committee can be extended by majority vote of the City Commission.

alternatives / other considerations

Investment in Public Assets and Infrastructure

fiscal impact

ATTACHMENTS:

[ORD3210-21signed.pdf](#)

ATTACHMENTS:

[Magellan Advisors Style Guide Proposal Response Template.pdf](#)

ATTACHMENTS:

[RFP26-22.pdf](#)

ORDINANCE 3210-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK ESTABLISHING A BROADBAND AND SMART CITY AD-HOC COMMITTEE; PROVIDING FOR SUNSET AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Section 2-48(1), City of Winter Park Code of Ordinances, the City Commission hereby creates a temporary five (5) member Broadband and Smart City Ad-Hoc Committee for the purpose of evaluating Smart City Technologies to foster continuous improvements in services, and advance Broadband standard of service, technology, choice, and availability, to citizens and visitors of the City of Winter Park, making recommendations concerning the same to the City Commission; and

WHEREAS, the Winter Park City Commission finds that this Ordinance is in the best interest and welfare of the residents and visitors of the City of Winter Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation. The City Commission hereby creates the Broadband and Smart City Ad-Hoc Committee ("Committee") for the purposes of:

1. Serving as a forum for the discussion of Smart City and Broadband standard of service, technologies, including, but not limited to, fiber optic technology, and related concepts among stakeholders.
2. Evaluating methods of ensuring adequate broadband choice, availability, and capacity.
3. Developing an outline for a Smart City strategic plan.
4. Exploring Smart City implementation strategies for the City.
5. Aligning Smart City initiatives with other City objectives and priorities.
6. Evaluating the costs of implementing, administering, and maintaining any such broadband technologies.
7. Exploring innovative and creative ways to utilize such broadband technologies.

The Committee shall develop recommendations to the City Commission that would allow for:

1. Broadband availability and choice.
2. Optimizing traffic flow.

3. Expanding public WiFi.
4. Environmentally friendly buildings.
5. Enhanced Public Safety and Security.

The Committee is an ad hoc committee which is intended to sunset as set forth herein. The Committee shall consist of seven (7) members being residents of the City of Winter Park. The Mayor shall have three (3) appointments and each Commissioner shall each have one appointment to membership of the Committee. The Committee shall elect from its membership a Chair and Vice Chair. The Committee shall generally follow the rules set forth in Chapter 2, Article 111, Division 2, City of Winter Park Code of Ordinances. The recommendations of the Committee to the City Commission must be approved by a majority vote of the Committee. The City Manager (or designee), IT Director and other City staff shall provide reasonable assistance to the Committee as needed.

Section 3. Sunset. The Broadband and Smart City Ad-Hoc Committee shall sunset and terminate 180 days following the effective date of this Ordinance, unless terminated earlier or extended by majority vote of the City Commission. Due to the temporary nature of the Committee, this Ordinance is not to be codified into the City Code.

Section 4. Effective Date. This Ordinance shall take effect immediately upon adoption.

Adopted at a regular meeting of the City Commission on this 28th day of July, 2021.



Phillip M. Anderson, Mayor

Attest:



Rene Cranis, City Clerk

CITY OF WINTER PARK, FLORIDA



Connectivity Master Plan & Smart City Initiative Consultant Services

Prepared for:
Winter Park, FL
City Clerk
cityclerk@cityofwinterpark.org

Prepared by:
John Honker
Magellan
jhonker@magellanbroadband.com
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Cover Letter

August 31, 2022

Dear City of Winter Park:

Magellan is pleased to submit our response to the City of Winter Park's RFP for its Connectivity Master Plan & Smart City Initiative. Our mission is to provide a single source solution to innovative cities that believe in broadband's ability to transform communities. Our staff comes from other cities that have implemented broadband. They carry the most experience industry-wide in planning, community needs assessments, engineering, construction management, inspections, sales, marketing and operations. Magellan provides a full spectrum of services to our municipal clients, because we know that they need guidance on all stages of broadband planning and development, as well as guidance on how to fund, deploy, launch, operate and provide the best levels of services to their citizens and businesses.

We're excited at the opportunity to work with the City of Winter Park again on this very important initiative. Over our 18 years in business, we've worked with over 400 municipalities and communities across North America. This experience has shaped the way we serve our clients' needs. It's led us to develop a consultative and collaborative approach, ensuring that your community is engaged, and their needs are well-defined. We work hard to develop innovative solutions to deploy broadband networks because we know the political, financial, regulatory and operational challenges that cities face in implementing these projects. Our real-world experience designing, building and operating these networks allows us to customize them specifically for your needs to ensure the best chance of success. We believe that broadband consultants are only as good as the results they produce in their clients' communities. Through our work, we've helped municipalities enhance their communities with leading edge broadband services nationwide. Magellan is prepared to guide the City through this complex process to evaluate the feasible options to support your decision-making process around broadband strategies.

If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 786-208-8952 or jhonker@magellanbroadband.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Honker".

John Honker
President & CEO, Magellan

Magellan's Experience

Magellan serves local governments nationally with offices in Texas, Colorado, Florida, California and Missouri. Our Colorado headquarters are located at 999 18th Street, Suite 3000 Denver, CO 80202. Magellan's web address is www.magellanbroadband.com. Magellan Advisors, LLC was founded in January of 2004 and has been in operation as a Limited Liability Company since inception. Magellan's office number is 888-960-5299. The contact for this contract is President & CEO John Honker 786-208-8952, jhonker@magellanbroadband.com. Magellan has maintained a level workload over the past three years for our staff with flexible timelines giving our staff ample room to manage all projects and availability to take on new projects that best fit their roles and disciplines. We have more than adequate resourcing and availability to complete this Connectivity Master Plan & Smart City Initiative Project as outlined by the City's RFP. Magellan is prepared to hit the ground running to meet these deadlines, with work beginning immediately upon contract approval. Our past history working with Winter Park on its early fiber strategy will allow us to execute this engagement efficiently, having such good working knowledge of the City, and its leadership.

Our staff understands the goals of local governments that recognize broadband as a policy issue. In our feasibility studies, we help educate, inform and direct municipalities to the most feasible options for solving local broadband issues. We work with internal and external stakeholders to build a profile of your community to determine the current state of broadband and identify key issues. Based on real-world solutions, we help you determine the best opportunities to close gaps and position your community for the future. We believe that every community is unique and customized broadband strategies are essential in every project we undertake. In every case, we have helped municipalities find and implement the right solutions to enhance local broadband.

We are the only firm that creates custom tailored broadband networks to achieve municipal objectives. Our networks deliver the fastest internet services at the lowest cost, while giving municipalities a platform to deploy smart city innovations that help them manage their communities. We've led the planning, funding, construction and management of over 50 fiber broadband networks passing over 1 million households and connecting more than 1,000 schools, hospitals, government offices and community organizations totaling over \$1 billion in investments. Magellan has helped more communities successfully plan, implement and manage broadband networks than any other firm in the market.

MAGELLAN'S COMPLETED AND ONGOING FLORIDA PROJECTS

Magellan Broadband has helped hundreds of local governments throughout North America and we have extensive experience in the State of Florida. References are provided in the appropriate section and if further references are needed, we will be happy to provide them.

			FEASIBILITY STUDY	FIBER MASTER PLAN	BROADBAND BUSINESS PLAN	GRANT DEVELOPMENT	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	CONSTRUCTION INSPECTIONS	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
City of Cape Coral	FL	City			•											
City of Clermont	FL	City	•			•		•	•	•	•		•		•	
City of Fort Lauderdale	FL	Smart City	•	•		•		•								
City of Gainesville	FL	City			•											
City of Lakeland	FL	City	•			•		•								
City of Jupiter	FL	City	•			•		•		•	•		•		•	
City of Winter Park	FL	City	•	•		•		•								
City of Bartow	FL	City	•			•		•								
Orlando Utilities Commission	FL	City	•													
City of Winter Garden	FL	City	•			•		•								
City of Palm Beach Gardens	FL	City						•								
City of Palm Coast	FL	City	•			•		•		•	•		•		•	
City of Winter Haven	FL	City	•			•		•								
City of Sunrise	FL	City						•								
Charlotte County	FL	County	•			•		•								
City of Oakland Park	FL	County	•													
Escambia County	FL	County	•		•	•		•								
Glades County	FL	County														
Seminole County	FL	County	•			•		•								
Lakeland Utilities	FL	Electric Utility			•	•										
Hendry County	FL	Regional	•		•	•										
Babcock Ranch	FL	Smart City			•											

FIBER ENGINEERING DESIGN

Design it right the first time and it will last a lifetime. Our engineers work extensively with utilities to design broadband networks for the latest technologies, fastest speeds and lowest costs.



For municipalities, we connect your facilities, schools, hospitals and corridors with high-capacity fiber backbones to ensure connectivity for community needs, broadband and smart city applications. Our design work encompasses aerial and underground engineering to build the most advanced fiber networks to meet the needs of communities for years to come.

Aerial Fiber Engineering

- Strand and lash, ADSS engineering for overhead placement on utility poles
- Pole survey using GPS with sub-meter accuracy
- Make-ready engineering
- Pole loading analysis
- Pole attachment applications
- Pole permitting
- Low-level engineering, construction prints, bills of materials and cost estimates

Underground Fiber Engineering

- Underground fiber placement in rights of way, specific to each community's construction standards
- Directional boring, trenching, saw-cut and other construction methods
- Constructability surveys and fielding
- Low-level engineering, construction prints, bills of materials and cost estimates
- Right of way and third-party permitting
- Field changes, markups and final as-builts

Sample Projects

- City of Chesapeake, VA – 170-mile fiber design to connect all City facilities, business districts and redevelopment areas.
- City of Portsmouth, VA – 65-mile fiber backbone design to connect all City facilities, enable Wi-Fi at key locations and support expansion of local broadband services.
- City of Boulder, CO – 65-mile fiber backbone design to support City facilities, public housing, economic development and lay a foundation for fiber to the home broadband.

FIBER CONSTRUCTION PACKAGES

We manage the entire procurement process for fiber and wireless projects to give you the most competitive bids from vendors across the broadband marketplace.



Magellan provides city and county organizations with detailed construction package development for their fiber and wireless broadband projects. We work with you to craft construction bids using your construction standards to ensure contractors follow your policies and minimize community impacts. Our construction plans are designed to seek the best and lowest competitive bids from leading contractors.

Construction Bills of Materials

- Detailed BOMs for aerial, underground, facility and equipment installations
- Design specifications for fiber, conduit, structures, splice enclosures, splitter cabinets, equipment shelters, points of presence and data center construction
- Unit-based BOMs for labor, materials, facilities, equipment, hourly labor and specialized services

Construction Procurements

- Review and integration of the latest broadband standards into your existing construction code
- RFP/IFB development, scopes of work and bid forms
- Construction contract review and recommendations
- RFP/IFB oversight, pre-bid meetings, Q&A, addenda, short-listing and selection of contractors

Sample Projects

- City of Portsmouth, VA – Construction bid packages, procurement, evaluation and selection for 65-miles of fiber construction.
- City of Boulder, CO – Construction bid development, release and selection for an \$11 million fiber backbone construction project.
- City of Dayton, TX – Invitation to bid advertisement, review and selection of contractors for a \$13 million fiber to the home broadband network.
- City of Ann Arbor, MI – Invitation to bid for a \$5 million fiber backbone expansion to support the City's local economic development and business retention programs.

FIBER CONSTRUCTION MANAGEMENT

We are your turnkey partner to manage all fiber and wireless construction to ensure broadband networks meet your community's needs.



As a turnkey construction management provider, we are in the field daily, overseeing construction, coordinating field changes, inspecting workmanship and ensuring adherence to local, state and federal standards. We have managed fiber and wireless construction in 25 different markets across the US for cities, counties and utilities. Our construction managers are on the ground in your community every day for the entire construction lifecycle. We coordinate all construction activities between contractors, public works, permitting, utilities and public relations to ensure timely completion.

Construction Management

- Overall program management and reporting to your departments
- Interface with permitting, public works, utilities, community engagement and the contractors
- Construction production tracking, accounting, invoice review and approvals and close outs
- Field changes and constructability analysis

Construction Inspections

- Daily onsite inspection of underground and aerial construction projects
- Site visits and coordination for fiber installation
- Fiber splicing, termination, testing and inspections
- Experienced inspections for federal broadband grant and loan compliance
- Punch-list and close outs

Sample Projects

- City of Boulder, CO – Turnkey construction management and inspections for 65 miles of fiber backbone throughout the City.
- City of Dayton, TX – Turnkey construction management and inspections for a Citywide fiber to the home network covering 5,000 homes.
- City of Portsmouth, VA – Construction oversight and inspections for the City's 65-mile fiber backbone connecting City sites, schools and utility locations throughout the city.

Project Staff Qualifications

Courtney Violette will be the City of Winter Park's Connectivity Master Plan & Smart City Initiative Project Executive and has experience in leading Broadband Master Plans, Feasibility Studies, Smart City Application, and Fiber Design projects all over the United States with a specialty in the state of Florida. All broadband expansion projects come with unknown variables and our proven methods are ready to tackle any technical or regulatory hurdles involved in the project. Our team is comprised of financial experts in the field of broadband funding and implementation costs. We will use their expertise to guide all phases of the project.

Courtney Violette - Chief Operating Officer **Project Executive**



Courtney has led over one hundred municipal broadband planning and implementation projects across the country. He is a Certified Fiber-To-The-Home Professional and holds several technical certifications in broadband, information technology and information security. Prior to joining Magellan, he spent six years as the CIO for the City of Palm Coast. During this time, he planned and built the first true City-owned open-access network in the Southeast. Through his leadership, the network grew to serve government, business, education and healthcare needs across the City, saving these organizations millions of dollars and providing gigabit connectivity to meet the community's needs. Courtney holds an MA in Information Technology Management and a BS in Computer Science from Webster University.

Mike Johnson - Senior Consultant **Project Manager**



Mike has over 30 years of extensive experience in wireless communications and broadband data network design. He uses his extensive history and knowledge to assist clients in accomplishing project planning and deliverable essential to deploying successful communications and data systems. His strengths include program management, requirements gathering, field test engineering, equipment evaluation, engineering management, and analyzing complex design conceptions. He has also designed wireless broadband equipment for Point to Point, Point to Multipoint and Mesh Radio Networks. Mike holds four patents on spectrum sensing, channel coordination, and dynamic location information. He also has current certifications in FTTx architecture, Fiber Plug and Play modules, and FTTx link budgets. Mike holds a Bachelor of Science in Electrical Engineering from the University of Florida.



Matthew Southwell - Associate Project Manager – Design

Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S. Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Broadband in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.



Al Kamuda - Design Team Lead

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.



Kelly Dela Cruz – Project Management Analyst

Kelly is an experienced Analyst with a proven track record of success in various fields such as hospitality, fintech, retail and manufacturing. Her expertise lies in the intersection of User Experience Design and Analytics where she is able to transform project related data and insights into narratives that connect various stakeholders both technical and non technical and act as a catalyst for value creation. Driven by growth opportunities in every community, she believes in maximizing the resources available to them by forming and maintaining coherent, up to date and accurate informative documentations. Kelly as an avid learner has recently earned her master's degree in International Business with a specialization in Business Analytics.

Work Plan

CONNECTIVITY MASTER PLAN

We will prepare a Connectivity Master Plan that will clearly outline how the City can satisfy its connectivity goals while capitalizing on its existing efforts and projects. The Connectivity Master Plan will include:

Analysis of Current Broadband Conditions and Future Trends

We will conduct a comprehensive asset inventory of the current City-owned broadband assets in Winter Park including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities, and other infrastructure to determine their usefulness for expanding broadband within the City. This effort will provide a realistic assessment of assets available for support Smart City applications and expanding broadband connectivity.

We believe that the following components should be analyzed:

- Underground conduit, innerduct, empty and available conduit
- Fiber cables, strand counts, splice points, terminations and utilized strands
- Vault and handhole locations
- Available and reserved capacity throughout the network
- Construction and placement method policies
- Current as-builts and documentation
- Terminating locations and public facilities
- GIS maps including publicly-owned property, right of way, easements
- Location of capital improvement projects and economic development zones
- Current and planned locations of public safety cameras and traffic signal interconnect

Magellan will request GIS files, capital projects, planning and development data from the City to develop a broadband asset map. Using this data, we propose to first build a geo-correct layer of conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information. A second layer will incorporate poles, traffic signal cabinets and other assets to be used for expanding broadband.

Assessment of NON-CITY-Owned Broadband Infrastructure

We will document and assess all publicly- and privately-owned networks in the City including:

- Conduit and fiber routes
- Aerial assets including access to and condition of poles,
- Existing wireless telecommunications sites, including publicly available Wi-Fi access points, cellular towers and other antenna placement locations, fixed wireless installations and technologies under development, including but not limited to narrow band systems
- Privately and publicly (non-city) owned data centers, Internet exchange facilities and intercity fiber route access points.

This information will come from a variety of sources, including our comprehensive broadband database, third-party research, and information obtained from the providers and infrastructure owners themselves.

Gap Analysis

Based on the findings of our previous tasks, our team will conduct a gap analysis indicating the need for additional resources and policies in order to meet the City's Smart City and broadband goals. We will illustrate where the digital divide may be most apparent and identify key regions of the City where economic development could be bolstered by broadband. The gap analysis will be based upon Magellan's deep experience with municipal Smart City and broadband initiatives and will include:

- Comparison of the City's existing broadband resources and policies with what will be required to meet the broadband infrastructure goals of the plan including:
 - Identification of existing resources and policies that are sufficient for meeting current and long-term goals
 - Identification of resource and policy gaps that constrain or inhibit attainment of those goals
 - Identification of existing resources and policies that are currently sufficient for the purpose of attaining those goals but could be better configured, managed or otherwise optimized or improved.
 - Recommendations on routes and locations of fiber and/or wireless infrastructure, equipment and points of connection and identification of infrastructure and technical requirements for any recommended network build.

Business Plan

The information from Magellan's business case will help the City evaluate various business models for deploying broadband services, as each has different funding requirements, rates of return and risk profiles.

Magellan will work with Winter Park to define the most optimal business models to evaluate for broadband deployment, which may include the following:

- Retail services to a range of customer segments, including residential and/or commercial;
- Retail services that leverage other utilities for outsourced content and services;
- Fiber leasing arrangements;
- Public-private partnerships with existing providers;
- Retail services to government, education, healthcare and anchor organizations.
- Dark fiber investment only, using private partners for operations and management;
- Others to be determined.

We will work with the City to identify the optimal business models by analyzing the financial outcomes of each. This process will assess the funding requirements (upfront and ongoing), revenues, operating costs, debt service costs, renewal and replacement and related costs borne by each business model.

Financial Plan

Using market derived data Magellan's team will develop a business case and cost estimate for the network for the City. Magellan utilizes a detailed financial model that has been purpose-built for municipal broadband. The financial model accounts for all revenues, costs, funding, debt service, reserves and expansion costs, including engineer's estimates and documentation of all costs and assumptions.

The methodology for the financial analysis will include:

1. Capital costs for the broadband network, including one-time and ongoing capital expenditures;
2. Operating costs for maintenance, field services, staffing, billing and customer service and others;
3. Renewal and replacement costs based on the economic lifetime of each asset class;
4. Customer markets and numbers for residents, businesses and institutional customers;
5. Determine initial and ongoing take rates on the network for each type of customer;
6. Assess financing requirements, costs and terms, calculate annual principal and interest payments;
7. Develop profit & loss statements to determine overall financial feasibility, over a 20-year term;
8. Conduct sensitivity analysis on the project to determine overall financial sustainability using key metrics such as free cash flow, debt service coverage, operating margin, and net income;
9. Define break-even, internal rate of return and similar financial performance metrics;
10. Workshop the financial plan with City leadership.

The financial analysis will also identify feasible grant and loan programs for Winter Park, if eligible. Our analysis will look at the federal FCC, USAC and NTIA programs. The information from Magellan's business case will help the City evaluate various business models for deploying broadband services, as each has different funding requirements, rates of return and risk profiles.

Magellan has a long experience in the development of comprehensive business plans and financial modeling for start-up and expansion of last mile and/or middle mile telecommunications ventures – including in areas with mixed urban and rural and remote “hard to serve” areas that may be isolated from advanced telecommunications networks by terrain barriers, low household density, low population count, and lower than average numbers of businesses and family income. We will work with the City to identify feasible strategies for funding a telecommunications enterprise that can serve stakeholders' needs, generate new revenues and support the economic livelihood of its communities.

Magellan assists communities in developing partnerships that achieve the communities' goals. We will help the City identify what sectors, groups and individuals may help the City achieve their broadband goals including ISP's, NGO's, education partners, cooperatives and others. We help local governments use their public-sector capabilities and assets to attract broadband operators to deploy Gigabit Internet and other leading services to citizens and businesses. Through our deep industry contacts and experience, we help communities find the right providers to deliver the services they need. Magellan will assist the City

in investigating the opportunities for public-private and public-public partnerships including the possibility of a mutually profitable partnership with other local municipalities. We will investigate all opportunities that the City could align with projects that have already been funded by public dollars as well as how these partnerships could be leveraged to attract more funding.

SMART CITY INITIATIVES PLAN

Magellan will provide a final City of Winter Park Smart City Strategic Plan at the conclusion of this engagement. The City of Winter Park's Smart City Strategic Plan will contain the blueprint for deployment of Internet of Things (IoT) devices, Smart City initiatives, enhancements to current City of Winter Park infrastructure and a standard data governance plan to serve municipal and community needs, support economic development, provide policy and connectivity for leveraging assets for new revenue opportunities and prepare the City for the gigabit generation. The Plan will include how the City can use its assets and infrastructure to prepare itself for emerging technologies, including drones, driverless cars, advanced robotics, and mobile hotspots. We will work with you to refine this plan, so it is 100% representative of your stakeholders needs and has a high degree of relevance to your community.

The Strategic Plan will function as the guidebook for Smart City development across the City and will include all information necessary for City to begin expanding its wired and wireless networks, implementing Smart City applications, connecting more businesses for economic development, implementing best practice governance and policy for Smart City operations and leveraging traffic signal and street light poles for generating new revenue from dark fiber and pole attachment leases from 5G wireless microcell sites. It will also provide estimates for Smart City devices. All supporting information such as individual task analysis, raw data, mapping (ESRI) shapefiles and the technical memoranda from each previous task will be included with the Strategic Plan. All documents generated to support delivery of the plan will also be provided to the City. As a part of the Plan, to accelerate the stakeholder and the budget buy-in, not only will we prioritize the initiatives but also, we will provide valuable recommendations for public-private sector partnerships and pilot programs that can be executed to demonstrate the value add and ROI.

The City's Smart City Strategic Plan must address the potential options in which Smart City technologies and devices or IoT, can provide positive impacts on the community as it relates to operational efficiencies, decreasing the digital divide, along with improving citizen health, safety and quality of life. The Plan must include input from the City's internal stakeholders as well as external community-based organizations. The Smart City Strategy will include initiatives to be identified efforts by staff or community stakeholders. Collectively, they will contribute to making the City a tech savvy community that will have the tools for advancements in public health, education, safety, economic sustainability and wellbeing.

The Business Plan will be a part of our final deliverables and will cover at least five years for funding prioritization. This will be based on:

- City assets and initiatives
- Departmental Needs Assessment Analysis
- Current Smart City technologies / Future trends

- Security measures and features

Magellan will provide the City with a Roadmap to Smart City initiatives in the form of our SMART matrix. It lays out actions, contingencies, dependencies, drivers and impediments, and metrics for each application or initiative. The tech stack and value chain will provide clear before and after pictures for the initiatives. Risk assessment, SWOT analysis, and strategic prioritization tools will be built into the Roadmap as a means to monitor and steer implementation. Magellan's project team will be available for meetings with City leadership to support the adoption of the Strategic Plan and we are happy to present the final report and findings to your leadership, City officials or other stakeholders you believe should be included in the final presentation.

COMMUNITY OUTREACH PLAN

Magellan will develop and conduct an engagement plan to solicit feedback from stakeholders and community members about preliminary findings.

Magellan proposes to also hold interviews and workshops with key stakeholders with internal City departments and anchor organizations to gather input about the plan. We find the most effective format for these interviews to be in group settings where participants are encouraged to share open, honest feedback with our team. Community partners to be included in this process may include:

- City departments including IT, Planning, Public Works, Economic Development, and the City Manager's Office
- Orange County
- Local businesses
- Chambers of Commerce and Economic Development Groups
- Anchor Institutions such as healthcare facilities, schools, and libraries
- Public safety agencies
- Transportation & Utilities
- Water agencies
- Non-profit organizations
- Broadband providers and infrastructure owners
- Commercial property developers

We will also work with the City to develop additional community engagement tools including the use of social media, online surveys, and/or other media that will be used to inform and collect information about the needs of the stakeholders.

BROADBAND TASK FORCE MEETINGS AND TIMELINE

Magellan's project team will meet on a bi-weekly basis with your project team to discuss the status of the project, major milestones and deliverables, and ensure alignment on project goals. We will attend all meetings to set by the Broadband Ad Hoc Task Force to discuss the status of ongoing project tasks.

PROJECT TIMELINE

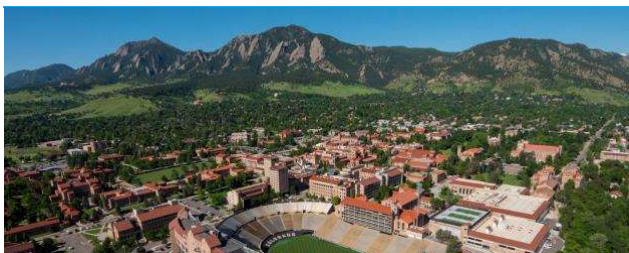
Based on projects of a similar nature, we estimate that Winter Park's Connectivity Master Plan & Smart City Initiative Project would take approximately nine (9) months to complete.

- ◆ Ongoing Task
- Final Deliverable

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Connectivity Master Plan	◆	◆	◆						□
Assessments of Broadband Infrastructure and Gap Analysis	◆	◆	◆						□
Business Plan		◆	◆	◆	◆				□
Financial Plan		◆	◆	◆	◆				□
Smart City Initiatives Plan			◆	◆	◆	◆			□
Community Outreach Plan				◆	◆	◆			□
Funding Strategy				◆	◆	◆	◆		□
Connectivity Master Plan and Smart City Initiatives Approval						◆	◆	◆	□
Project Management & Meetings	◆	◆	◆	◆	◆	◆	◆	◆	◆

Professional Contacts / References

SMART CITY FIBER DESIGN REFERENCE: CITY OF BOULDER, CO



CONTACT

Steve Catanach
Director of Utilities
P: 303.441.3274
E: catanachs@bouldercolorado.gov

"The city's vision is to provide a world-class community telecommunications infrastructure to Boulder for the 21st Century and beyond. Broadband connectivity is a critical infrastructure service for quality of modern life, as is the case with roads, water, sewer and electricity."

CHALLENGE

The City of Boulder, CO is an innovative city with many diverse needs for connectivity, from traffic signalization to public housing, to smart utilities to next-generation broadband. The City needed a comprehensive engineering design for a citywide fiber backbone to expand on the City's original fiber network that was installed nearly 15 years ago. The City's objectives were to build this new network to meet the needs of the City and community over the next 10-15 years, with special focus on how building the fiber backbone could create a foundation for residential fiber to the home broadband services. The City needed an engineering partner with specific experience in municipal fiber and broadband services and in 2019, Magellan was retained to develop the design.

MAGELLAN'S SOLUTION

In 2019, Magellan first conducted a comprehensive review of departmental needs within the City, including transportation, public works, public housing, police and fire, utilities, information technology and open space mountain parks. Through this assessment, over 200 new City-owned sites were identified to be connected to fiber. Magellan developed the full engineering design package and optimized the fiber backbone to support fiber to the home distribution, to support broadband programs that the City would consider in the future. Our unique design lowered the bar for deployment of new fiber to the home by reducing the cost to build this infrastructure. We also found miles of unused City conduit during the design process, which we integrated into the final engineering design, saving the City approximately \$1 million in new construction. We provided detailed fielding, utility assessment, permitting, make-ready, prints, costing and as-builts for each phase of construction. To enable seamless deployment of the network, the City also selected Magellan to manage construction, given our deep experience constructing municipal fiber and our collaborative approach with the City's internal departments.

OUR CLIENT'S SUCCESS

Today, the first two phases of construction are complete. Over the next 24 months, Magellan will manage the construction of the remaining 50 miles of fiber, connect 114 traffic signals, 23 public housing sites, 2 data centers, 7 towers and 25 other city facilities. Over this time, it will lead to significantly improved capabilities for the City's departments and a new fiber resource to support future broadband applications for residents and businesses.

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF RANCHO CUCAMONGA, CA



CONTACT

Fred Lyn
Utility Division Manager
P: 909.477.2740 ext. 4035
E: fred.lyn@cityofrc.us

"Today this infrastructure plays a crucial role in Rancho Cucamonga, not only in economic development, but will be pivotal in the long-term sustainability and future planning of the City. Rancho Fiber has arrived." -Fred Lyn, Utilities Division Manager

CHALLENGE

City leadership recognizes that fiber-optic infrastructure is an important part of the Rancho Cucamonga community. They understand that in today's world, connectivity affects every aspect of the community - whether in municipal operations, public safety, education, healthcare, quality of life, entertainment and commerce. To realize leadership's vision, the City needed a partner that could develop and manage the expansion of fiber-based broadband across the City in a measured approach that achieved the City's financial constraints while expanding access in year-by-year deployments across the City.

MAGELLAN'S SOLUTION

In 2016, Magellan worked with the City to develop a fiber master plan and engineering assessment that laid out a multi-year plan for new aerial and underground fiber deployment throughout the City, totaling \$12 million over 6 years. Since adopting the master plan in 2017, Magellan has designed and built the first three phases of the fiber to the premises network. In this work, we have provided full engineering, fielding, utility assessments, pole and make ready planning, construction prints and bid packages. We also manage construction as an owner's representative for the City in the fiber build, ensuring that the construction contractor meets our engineering specifications developed for the City, with tight quality control and within the budget.

OUR CLIENT'S SUCCESS

Today, the City has connected neighborhoods and business corridors, enabling gigabit broadband services to residents and businesses across the City. Residential customers receive gigabit service for \$69.99 per month, giving them nearly 5 times the bandwidth for a lower cost than is available in the market today. Businesses have competitively priced internet on City fiber that has replaced slow and unreliable DSL, and cable internet services.

FIBER & WIRELESS NETWORK DESIGN REFERENCE: CITY OF CHESAPEAKE



CONTACT

Jay Krail
Project Manager
P: 504.920.3181
E: jkrail@cityofchesapeake.net

"The deployment of fiber throughout the City will open doors and offer benefits that we have only begun to fathom. It is critical that we approach this project with a strategic mindset, and that's why we're so pleased to have Magellan Advisors on our team. They, along with our regional partners in Hampton Roads, will help us all take a giant leap into the future." - Rick West, Mayor of Chesapeake

CHALLENGE

The City of Chesapeake, located in the Hampton Roads region of Virginia, is currently experiencing a technology ecosystem boom. As the region flourishes, Chesapeake's leadership noticed a lack of resilient and accessible fiber infrastructure to support the City's technology initiatives and broadband services. In late 2019, the City engaged Magellan Advisors to lead the development of Chesapeake's Next Generation Network (C-NGN) in an effort to provide world-class fiber connectivity to the City's enterprises, partners, and the greater Hampton Roads region. The objectives included enhancing municipal services, promoting economic development, supporting education and creating a catalyst for future private investment in broadband.

MAGELLAN'S SOLUTION

Magellan worked with the City to engineer the 170-mile C-NGN fiber-optic network and complementary smart city wireless overlay, branded Chesapeake Connects. Magellan conducted detailed assessment of each stakeholders' needs and developed the network design to maximize community use of the fiber. The network connects over 200 community facilities including city, school, library, hospital, public utility, public safety and traffic locations. The design also incorporates Chesapeake's economic development goals by ensuring that key business corridors are equipped with high-capacity fiber. Magellan Advisors engineered over 170-mile route miles of fiber, including fielding, low-level design, construction prints, permitting, master budgets and construction bids. In late 2020, Magellan's scope was expanded to determine how Chesapeake Connects will support organizations during and after the COVID-19 pandemic focusing on telehealth and remote education.

OUR CLIENT'S SUCCESS

Magellan's process of design, then bid, then build is giving the City best approach to minimize the cost of construction, select the most capable construction contractor and ensure rapid deployment of the network. The City of Chesapeake began construction by July 2021 and is working with Magellan to accelerate the timeline, targeting 18-24 months for completion of major construction related activities.

FIBER FEASIBILITY STUDY & IMPLEMENTATION MANAGEMENT REFERENCE: CITY OF PORTSMOUTH, VA



CONTACT

Daniel Jones
Chief Information Officer
P: 757.393.8398 x2117
E: jonesd@portsmouthva.gov

"Our municipal fiber backbone fits right in with Council's vision of becoming a smart city and being prepared for the next generation of technology"
-Mayor John Rowe, City of Portsmouth

CHALLENGE

With significant growth, the City of Portsmouth's existing budget for telecommunications services was expected to double from \$1 million to over \$2 million per year. To reduce its costs and create new capabilities, the City envisioned investing in its own fiber backbone. To do so, the City needed a partner that had planned, designed, and built these networks in the municipal environment.

MAGELLAN'S SOLUTION

In 2017, Magellan conducted a needs assessment and fiber master plan for the City. The master plan included a high-level design for a citywide fiber backbone, with accompanying cost estimates and a strategic business case. The business case showed by investing in the fiber, the City would eliminate 95% of its recurring telecommunications costs and own the fiber to support growing needs among city departments, external stakeholders and the community. In 2018, City Council approved the master plan and authorized the construction of the fiber network to 85 city, school, library, public safety, tower and other sites. Magellan developed the engineering design for the fiber network using 100% underground construction, with high capacity fiber and multiple levels of redundancy. Magellan's design process gave the City the most effective solution to build the network at the lowest cost. Upon completion of the design, Magellan was retained to procure the construction contractor and manage construction and inspections for the City.

OUR CLIENT'S SUCCESS

Today, the majority of the network has been built and the City is already realizing benefits of its investment. The City will connect each and every site at 1 Gbps and 10 Gbps, increasing site bandwidth to every facility. The network is connecting major community anchors like Tidewater Community College and other key stakeholders throughout the City. It will enable a new platform for innovation in traffic management, public safety, utilities management, and most importantly, it will Portsmouth as a Smart City for tomorrow.

Pricing

The total cost to the City of Winter Park's Connectivity Master Plan, Smart City Initiative Plan and a Community Outreach Plan is \$150,100 and includes all work to be completed by Magellan as stated in this proposal.

Magellan will bill on the first day of the month for the current month's services Travel and incidental expenses will be billed as incurred at a not to exceed rate of \$10,000. Invoices are payable on net 30 terms from the date of invoice and include a 10% administration fee.

Task/Description	Hours	Cost
Connectivity Master Plan	350	\$66,500
Smart City Initiatives Plan	300	\$57,000
Community Outreach Plan	140	\$26,600
Total for Magellan's Services		\$150,100
Travel		\$10,000
Total Not-to-Exceed		\$160,100

Miscellaneous

ADDITIONAL SERVICES AND RATES

Labor Classification	Hourly Rate
Project Executive	\$190
Licensed Professional Engineer	\$180
Broadband Consultant	\$190
Project Manager	\$190
GIS Engineer	\$140
Broadband Designer	\$130
Design Lead	\$170
Field Engineer	\$100
Project Coordinator	\$120
Permitting Coordinator	\$120
Make Ready Engineer	\$120
Lead Construction Manager / Inspector	\$140
Additional Inspector	\$105
Electronics Engineer	\$185
Broadband Integration Specialist	\$185
Broadband Operations Lead	\$185
Broadband Sales & Marketing Lead	\$185
Description	Cost
Underground Engineering Design	\$1.50 / foot
Aerial Engineering Design	\$1.10 / foot
P.E. Stamps	Pages 1-10 - \$190 Pages 11 – 20 - \$165 Pages 21+ - \$150



Public Records Act/Chapter 119 Requirements

Successful Respondent agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Successful Respondent shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Successful Respondent shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Successful Respondent shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Successful Respondent shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Successful Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Successful Respondent fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Successful Respondent shall comply fully with the requirements of Florida Statutes 119.0701.

Authorized Signature: John Honker

Print: John Honker

Title: President and CEO

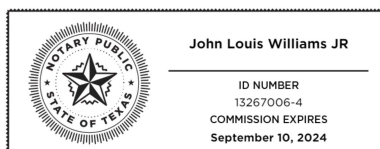
Date: 8/31/22

Solicitation #: RFP 26-22

State of Texas County of Harris

Sworn to and subscribed before me

on 08/26/2022 by John Honker.



John Louis Williams JR
Notary Public, State of Texas

Notarized online using audio-video communication



Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

This sworn statement is submitted to the City of Winter Park by John Honker
for Magellan Broadband whose business address is 999 18th Street, Suite 3000,
Denver, CO 80202 and (if applicable) its Federal Employer Identification Number
(FEIN) is 65-1218484 (If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement): _____

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

John Honker

Authorized Signature

Sworn to and subscribed before me by means of physical presence or ☒ online notarization, this 26th day of August 2022. Personally known N/A OR Produced identification DRIVER LICENSE

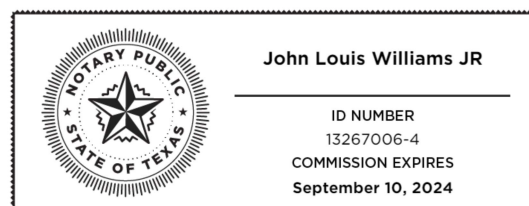
Notary Public - State of Texas My commission expires 09/10/2024

(Printed typed or stamped Commissioned name of Notary Public)

John Louis Williams JR
Notary Public, State of Texas County of Harris

Solicitation #: RFP 26-22

Notarized online using audio-video communication





Non-Collusion Affidavit of Prime Respondent

STATE OF FloridaCOUNTY OF DadeJohn Honker, being duly sworn, deposes and says that:

1. They are President and CEO of Magellan Broadband, the respondent that has submitted the attached response.
2. They are fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
3. Such solicitation is genuine and is not a collusive or sham solicitation.
4. Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Authorized Signature

President and CEO

Title

Sworn to and subscribed before me by means of N/A physical presence or ☒ online notarization, this
26th day of August 2022. Personally known N/A OR
 Produced identification DRIVER LICENSE

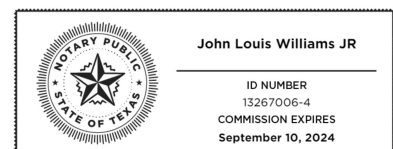
Notary Public - State of Texas My commission expires 09/10/2024

(Printed typed or stamped Commissioned name of Notary Public

 John Louis Williams JR
 Notary Public, State of Texas County of Harris
Solicitation #: RFP 26-22

Notarized online using audio-video communication

Revised 4/22





Background Check Verification

SECTION 1: REQUIREMENTS

The Respondent/Vendor shall Agree to the following:

- 1.1 Respondent/Vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor. The contractor
- 1.2 If the Respondent/Vendor has employed officials that have a current Level 2 Background Screening which was completed by a local government, school board, the Florida High School Activities Association, the Contractor agrees to provide a list of those officials to the City.
- 1.3 Respondent/Vendor agrees to make its officials sign a sworn statement affirming that they have not pled guilty to or convicted of any of the crimes listed in Section 2: Prohibited Offenses, prior to any assignment. This information shall always be kept current. The Respondent/Vendor shall be in complete compliance within 30 days after award.
- 1.4 Respondent/Vendor shall require its officials to report to the Contractor immediately if they have been convicted of any of the crimes listed in Section 2: Prohibited Offenses. Respondent/Vendor shall not use that official, unless they have been cleared of the crime.

SECTION 2: PROHIBITED OFFENSES

Respondent/Vendor certifies that its officials/employees have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

- Section 393.135 - sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 - sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111- adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 - criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 - murder
- Section 782.07 - manslaughter, aggravated manslaughter or an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 - vehicular homicide
- Section 782.09 -killing an unborn quick child by injury to the mother
- Chapter 784 - assault, battery, and culpable negligence, if the offense was a felony



- Section 784.011 - assault, if the victim of offense was a minor
- Section 784.03 - battery, if the victim of offense was a minor
- Section 787.01 - kidnapping
- Section 787.02 - false imprisonment
- Section 787.025 - luring or enticing a child
- Section 787.04(2) - taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) - carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) - exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) - possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 - sexual battery
- Former Section 794.041 - prohibited acts of persons in familial or custodial authority
- Section 794.05 - unlawful sexual activity with certain minors
- Chapter 796 - prostitution
- Section 798.02 - lewd and lascivious behavior
- Chapter 800 - lewdness and indecent exposure
- Section 806.01 - arson
- Section 810.02 - burglary
- Section 810.14 - voyeurism, if the offense is a felony
- Section 810.145 - video voyeurism, if the offense is a felony
- Chapter 812 - theft and/or robbery and related crimes, if a felony offense
- Section 817.563 - fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 - abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 - lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 - exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 - incest
- Section 827.03 - child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 - contributing to the delinquency or dependency of a child
- Former Section 827.05 - negligent treatment of children
- Section 827.071 - sexual performance by a child
- Section 843.01 - resisting arrest with violence
- Section 843.025 - depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 - aiding in an escape
- Section 843.13 - aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 - obscene literature
- Section 874.05 (1) - encouraging or recruiting another to join a criminal gang
- Chapter 893 - drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 - sexual misconduct with certain forensic clients and reporting of such sexual conduct



- Section 944.35 (3) - inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 - escape
- Section 944.46 - harboring, concealing, or aiding an escaped prisoner
- Section 944.47 - introduction of contraband into a correctional facility
- Section 985.701 - sexual misconduct in juvenile justice programs
- Section 985.711 - contraband introduced into detention facilities

SECTION 3: CERTIFICATION

I hereby certify that I will utilize FDLE Computerized Criminal History (CCH) system in accordance with the terms governing the use of the system to confirm eligibility of the individuals being assigned and prior to assignment with the City. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Company: Magellan Broadband

Solicitation #: RFP 26-22

John Honker

Authorized Signature

President and CEO

Title

Sworn to and subscribed before me by means of physical presence or ☒ online notarization, this 26th day of August 2022. Personally known N/A OR

Produced identification DRIVER LICENSE

Notary Public - State of Texas My commission expires 09/10/2024

(Printed typed or stamped Commissioned name of Notary Public)

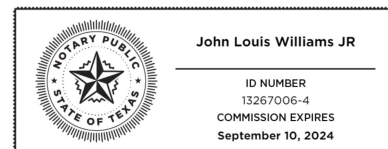
John Louis Williams JR

John Louis Williams JR

Notary Public, State of Texas

County of Harris

Notarized online using audio-video communication



Request for Proposal



RFP26-22

Connectivity Master Plan & Smart City Initiative Consultant Services

Proposals Due:

August 31, 2022 at 2:00 pm

ATTN: Procurement Division

City Hall West Wing
401 South Park Avenue
Winter Park, Florida 32789

Sealed proposals must be received and time stamped by the Procurement Office on or before the date and time referenced above either by mail or hand delivery. Any proposals received after 2:00 pm EST on said date will not be accepted under any circumstances. Official time will be measured by the time stamp in the Procurement Office, which shall be scrupulously observed. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed mail.

questions

Procurement Division

401 S. Park Ave. ■ Winter Park, FL 32789 ■ p 407-643-1627 ■ f 407-599-3448
procurement@cityofwinterpark.org ■ cityofwinterpark.org/procurement



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SECTION 1: Proposal Preparation & Submittal

1.1 Obtain Documents

Documents are available for download at:

<http://www.cityofwinterpark.org/procurement> - select Active Solicitations.

If you experience any problems downloading the document, call 1-800-510-4452 or 800-510-4452.

1.2 Proposals Due

Sealed proposals will be received by Procurement in City Hall, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2:00 pm on August 31, 2022**. It is the Respondent's responsibility to assure that your proposal is delivered at the proper time to the Procurement Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted. Under no circumstances will the City be responsible for late proposals or submissions.

All proposals will be opened and acknowledged immediately following proposal due date and time. Pursuant to Florida Statute 119.071 (1)(b)1. a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.3 City is Not an Administrative Agency

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

1.4 Preparation of Proposals

Proposals shall be made on **unaltered** forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit **one (1) original clearly marked on the outside of the envelope – "ORIGINAL," five (5) COPIES, and one (1) electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed electronically or in ink with the name of the Respondent typed below the signature. Where the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A Respondent may be requested to present evidence of its experience and qualifications and the entity's financial ability to carry out the terms of the contract.



1.5 Proposal Submittal

Proposals shall be submitted directly to the Procurement Office in City Hall, in an opaque, sealed envelope or box. Respondents shall affix the Sealed Proposal Envelope Label located on **page 38** to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Proposals received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the Respondent to be sure their proposal is delivered directly to the Procurement office by the required time and date, and that the proposal is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

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SECTION 2: Scope of Services

In support of the City of Winter Park's Information Technology Department and the current Broadband and Smart City Ad Hoc Committee, provide the following services and deliverables to assist in the satisfaction of the requirements of City Ordinance 3210-21 (**Exhibit "A"**).

Goal

The City Commission has established the goal of evaluating smart city technologies to foster continuous improvements in services, and advancing broadband standard of service, technology, choice, and availability to citizens and visitors of the City of Winter Park.

The Commission has embraced the vision of ensuring Winter Park is the premier regional leader in leveraging Smart City capabilities and has adequate broadband connectivity for all business and residents.

Pursuant to these goals, the city is seeking consultant expertise to assist with assessing market conditions in Winter Park, exploring opportunities, identifying and prioritizing initiatives, developing plans and projects, and exploring their funding requirements and opportunities.

The Consultant will work with the city's Information Technology Department and the citizen led Broadband and Smart City Ad-Hoc Committee to help accomplish the goals of the founding ordinance of the Committee:

- Serving as a forum for the discussion of Smart City and Broadband standard of service, technologies, including, but not limited to, fiber optic technology, and related concepts among stakeholders.
- Evaluating methods of ensuring adequate broadband choice, availability, and capacity.
- Developing an outline for a Smart City strategic plan.
- Exploring Smart City implementation strategies for the City.
- Aligning Smart City initiatives with other City objectives and priorities.
- Evaluating the costs of implementing, administering, and maintaining any such broadband technologies.
- Exploring innovative and creative ways to utilize such broadband technologies.

Background

The city has pursued a number of smart city and broadband initiatives over the last few years.

Broadband Connectivity

In 2016, Magellan Advisors delivered the results of their assessment of the City's broadband infrastructure (**Exhibit "B"**). The Fiber Optics Task Force at that time recommended to the City Commission a three-phase approach to implement the recommendations of the Magellan report:

- Phase 1: Expand the current fiber optic network to connect all remaining City facilities and operations over the next year.
- Phase 2: Complete the remaining backbone infrastructure within three (3) years.



- Phase 3: Continue to review and evaluate technologies to facilitate FTTH for residents and businesses.

Phase 1 was approved to move forward and through negotiations and a public solicitation process, the city entered a public-private partnership to co-build a fiber optic network ring throughout the city granting exclusive use of 48 strand fiber through a shared 2-inch conduit. This will provide for all city facilities to be connected on its own secure private fiber network and offer the private company partner the opportunity to expand broadband service offerings in the city. As this project nears completion (late summer 2022), the city is looking to explore next steps to ensure citizen and business access to high-speed, quality, broadband accessibility and choice.

Lumen (formerly CenturyLink) has already public announced their intention to begin fiber-to-the-premise service throughout the City of Winter Park. Currently there are two primary incumbents providing broadband services in the city: Spectrum (owned by Charter Communications) and Lumen. Both services are primarily based on coaxial provided service with fiber backhaul. Permitting is expected to begin in late Summer of 2022.

5G: Concurrently the city has been working with Verizon and AT&T to bring 5G services to the city. Currently plans already in permitting or planning stages call for 66 microsite nodes to be deployed throughout the downtown core. AT&T's nodes are currently being installed at 20 locations and Verizon is expected to be in permitting by the end of the Summer of 2022. These nodes are all underground fed, decorative streetlights, designed to fit as seamlessly as possible within the existing ambience of the city. As 5G providers bring this latest technology rendition to the city, they are also building their own individual fiber networks to feed the nodes.

Electric Undergrounding Program: Approximately 70% of the city's overhead electric wiring has been placed in underground conduits, and by 2030, all wiring is expected to be undergrounded. As part of the project, that utility begin adding an additional 2-inch conduit anywhere they performed a primary to primary electric connection. This has resulted in a patchwork of spare conduit throughout the city that may offer opportunities for expanding smart city options or expanding broadband choice and offerings.

Free Public Wi-Fi: As part of a public-private partnership, the city has begun deploying free public Wi-Fi in some of its parks and downtown core. To-date, Central Park and Shady Park have free public access, as well as all of Park Avenue and New England Avenue. The city also received a CDBG grant to expand Wi-Fi along Denning Dr., and staff is currently looking at expanding Wi-Fi to all public parks using \$250k of funding earmarked by the City Commission for this effort.

Macrosite Towers: The city owns 4 macrosites (large cell towers). Currently two are managed by Crown Castle and two are managed by the city directly. They represent a potentially underutilized asset and have recently been used to expand connectivity to the city's traffic signals and to provide backup wireless links for some City facilities. As the importance of these macrosites grows due to 5G backhaul being terminated back at tower sites, the city may have functional and financial opportunities available for its use as it pertains to leveraging assets and expanding smart city options.

Technology: The city has a number of smart city enabled technology improvements already at its disposal, including automated meter reading, Opticom systems for emergency response, drone technology, GIS, parking solutions, various types of sensors, data collection tools, and many more.



Leveraging these tools, establishing best practices, and performing gap analysis will be of considerable use to the city, especially in those areas outlined in the founding ordinance of the Committee and shown below:

- Broadband availability and choice.
- Optimizing traffic flow.
- Expanding public WiFi.
- Environmentally friendly buildings.
- Enhanced Public Safety and Security.

Tasks

1. Prepare a Connectivity Master Plan describing how the City can satisfy its connectivity goals while capitalizing on its existing efforts and projects. The Connectivity Master Plan shall contain, at a minimum:
 - a. An analysis of the current condition of broadband connectivity including a forecast of future trends. This should include an assessment of connectivity options in the market today and an analysis of any potential gaps or areas for improvement in both access and choice for residents and businesses.
 - b. A review of the city's existing connectivity efforts including partnerships, city owned fiber infrastructure, suggestions for the leveraging of spare conduit, and recommendations for how the city could enhance broadband access and choice.
 - c. A 5-year business plan that recommends projects and initiatives for consideration by the city that will enhance broadband access in the city.
 - d. Development of a 5-year financial plan that supports the business plan recommendations.
2. Prepare a Smart City Initiatives Plan describing the technologies available to improve the operation and performance of city services. This Plan shall include, at a minimum:
 - a. A review of the city's existing assets and initiatives and recommendations for improvement. These should include but may not be limited to: broadband, 5G, Public Wi-Fi, leveraging of telecommunications assets, cybersecurity, and the use of technology in the city.
 - b. Development of a 5-Year business plan for prioritization and funding of smart city projects and programs based on:
 - i. the review of city assets and initiatives
 - ii. analysis of the Departmental Needs Assessment
 - iii. analysis of current smart city technologies including a forecast of future trends
 - iv. analysis of security measures needed to protect City data and assets
3. Prepare a Community Outreach Plan for obtaining input from City residents and businesses to understand their views and opinions on the drafts of the above-described Connectivity Master Plan and "Smart City" Initiatives Plan. The Community Outreach Plan shall include description of the outreach approach(es) as well as proposed questionnaires.
4. Attend, either in-person or virtually, selected meetings of the Broadband Ad Hoc Task Force to provide both status of progress as well as discussion participation.



As necessary, attend, either in person or virtually, any requested meetings with the City Commission in support of the Broadband Ad Hoc Task Force.

5. Provide and maintain a timeline depicting the current schedule for the deliverables, both drafts and finals, as well as any other critical activities.

The City is expecting these tasks to be completed in a 6-month time frame.

Deliverables

- Connectivity Master Plan
- Smart City Initiatives Plan
- Community Outreach Plan
- Timeline for completion of this Statement of Work

Pricing

Responding consulting services companies should provide a cost to complete each of the following: Connectivity Master Plan, Smart City Initiatives Plan, and the Community Outreach Plan. Additionally, the consultant should provide their hourly rate for consulting services that the city may call upon for technical assistance as needed.

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SECTION 3: Proposal Format

Respondents must respond in the format delineated below.

Submit one (1) original clearly marked on the outside of the envelope – “ORIGINAL,” five (5) COPIES, and one (1) electronic copy on a USB Flash Drive for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled “REDACTED.” Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Each directive listed will require an individual index tab in your proposal package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your proposal and are not noted under any of the headings listed below, add a **TAB —X** tab to the end of your proposal with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

Note: The City shall not be responsible for any costs incurred by the Respondent in preparing, submitting or presenting its proposal to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Table of Contents

Clearly outline and identify the material and proposals by the tab and page number. Outline in sequential order the major areas of the proposals, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

Tab 1. Cover Letter

Provide a cover letter indicating your company’s understanding of the requirements/scope of services/specifications of this formal solicitation. The letter must be a brief formal letter from the Respondent that provides information regarding the company’s familiarity and interest in Connectivity Master Plan and Smart City Initiatives Consultant Services. A person who is authorized to commit the Respondent’s organization to provide the services included in the proposals must sign the letter. Provide all names, titles, addresses, telephone numbers and e-mail addresses.

Tab 2. Respondent’s Experience

Indicate the firm’s background in providing these services to governmental entities. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/sub consultant.



Proposal should provide a detailed description of comparable projects (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years. Please specify whether each project is completed or ongoing. The description should identify for each project:

- (i) the client
- (ii) description of work
- (iii) duration of project
- (iv) contact person and phone number for reference
- (v) the results/deliverables of the project

Where possible, list and describe those projects performed for similar size public or private entities, business districts, and any work performed for the City of Winter Park. Indicate specifically the members of the firm who will have primary responsibility for this project.

Tab 3. Qualifications of Project Staff

Provide the curriculum vitae of the team leader and key personnel being assigned to this project. Designate a team person that will have the primary responsibility of managing the day-to-day oversight of this account, indicating relevant qualifications and experience. Indicate the role that each of the key personnel will be playing in the development of the requested work products. Provide a resume for each. Provide an organizational chart for the team working on this project.

Tab 4. Work Plan

The proposal should include the process your firm will use to accomplish the development of the Connectivity Master Plan, "Smart City" Initiatives Plan, and Community Outreach Plan. The proposal should include the steps or methodology to accomplish the tasks as well as a timeline for estimated completion of each deliverable. The Respondent is encouraged to provide additional information that will help the Selection Committee understand how this work will accomplish the goals outlined.

Tab 5. Professional Contacts

Proposal should provide names, addresses, and phone numbers for a minimum of three (3) references, including municipalities or other organizations that would be capable of explaining and confirming your firm's capacity to successfully complete the stated scope of your proposal.

Tab 6. Required Forms

Include fully executed Signature Sheet, Drug Free Workplace Form, E-Verify Affidavit, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes Affidavit, Public Records Act Affidavit & Copy of Business Certificate in this section. **Also include a copy of your firm's Certificate of Good Standing from the State of Florida under this tab.**

Tab X. Miscellaneous

Additional information, which the Respondent feels will assist in the evaluation, should be included.



SECTION 4: Evaluation Procedure

4.1 Evaluation

It is the intent of the City that all firms responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received in its evaluation and award process.

4.2 Criteria

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further, each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated and an award made to the Respondent who is determined to be responsible and responsive to this Request for Proposals and whose proposal is the most advantageous to the City in terms of quality of service, the Respondent's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposals and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

The following represent the principal selection criteria, which will be considered during the evaluation process. Points are determined by multiplying the weight by the grade. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

4.3 Evaluation Criteria

Criteria	Weight	Grade	Maximum Total Points
Experience of Company	2	1 2 3 4 5	10
Qualifications of Project Staff Assigned to Project	4	1 2 3 4 5	20
Work Plan	7	1 2 3 4 5	35
Professional Contacts	2	1 2 3 4 5	10
Pricing	5	1 2 3 4 5	25

Total Possible Points To Be Earned=100

Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest



4.4 Scoring Definitions

- 1= **Poor** – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2= **Below Average** – Meets many of the basic requirements, specifications, or provision of the scope, but is lacking in some essential aspects for the specific criteria.
- 3= **Average** – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the City's need.
- 4= **Above Average** – More than adequately meets the minimum requirements, specifications, or provision of the specific scope, and exceeds those requirements in some aspects for the specific scope.
- 5= **Excellent** – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

In evaluating the Proposals, the City shall have the discretionary power to render decisions on:

- (i) the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- (ii) a Respondent's skill and business judgment;
- (iii) Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- (iv) Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services;
- (v) the quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services;
- (vi) Respondent's pecuniary ability and financial stability;
- (vii) the Respondent's previous and existing compliance with laws, ordinances and regulations;
- (viii) Respondent's maintenance of a permanent place of business;
- (ix) Respondent's appropriate successful contractual and technical experience in similar work;
- (x) Proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- (xi) the qualifications of subcontractors whom each Respondent proposes to use;
- (xii) the proximity of Respondent's labor force, equipment and business operation in relation to the City,
- (xiii) Respondent's ability to meet and/or maintain scheduling requirements
- (xiv) Respondent's quoted prices for services, and
- (xv) Respondent's responsiveness to this Request for Proposals.



The above factors may be determined by Respondent's past performance of services/work for supplied references and other parties Respondent has performed services/work, information submitted as part of the proposal or in response to an inquiry by the City, and information otherwise known or discovered by the City, or any combination thereof. The City may conduct detailed examinations of Respondents, including of Respondent's personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Respondent to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Respondent and its proposal.

PROSPECTIVE RESPONDENTS ARE PROHIBITED FROM CONTACTING ANY MEMBER OF THE SELECTION COMMITTEE, EMPLOYEE OR PUBLIC OFFICIAL (EXCEPT THE FACILITATOR) AT ANY TIME DURING THE FORMAL SOLICITATION PROCESS, UP TO THE TIME OF CONTRACT AWARD. ANY ATTEMPTED CONTACT MAY BE GROUNDS FOR DISQUALIFICATION.

4.5 Tentative Calendar of Events

1	RFP Issue Date	July 27, 2022
2	Proposals Due to Procurement	August 31, 2022
3	Selection Committee Meeting – Evaluation and Ranking	September 8, 2022
4	Oral Presentations and Final Ranking	September 20, 2022
5	Anticipated Commission Award	TBD

All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.

4.6 Selection Process

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals, with an emphasis on City needs and in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act, to determine a short list.
3. After oral presentations are conducted from the short-listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.



4. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission is not required to accept the recommendation and rankings of the Committee. The City Commission's decision will be final.
6. The City and the selected Respondent will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The City has the right to rescind the contract award to the selected Respondent if the City and the selected Respondent do not agree upon the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, at any time prior to full contract execution.

4.7 Formal Oral Presentations/Interviews

The City may conduct formal interviews with, or receive oral presentations from, three or more of the short-listed firms. Oral presentations/Interviews will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The City's Procurement Division will establish the schedule and Respondents will be notified at least five (5) calendar days in advance of the date, time and place of the presentations/interviews. The specific format of each presentation/interview will be provided to Respondents with the notifications.

The City will allot equal time for each Respondent divided into two sequential parts: formal presentations, and questions and answers. Each Respondent interviewed may be asked differing questions.

Oral presentations will provide an opportunity for the Respondents to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

4.8 Post Award Termination

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City through this RFP is terminated early or suspended from further work or services by the City for a default in the performance under the contract, or in the event the City rescinds a contract award to the selected Respondent prior to execution of a contract, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent (if applicable), contract with the next lowest responsive and responsible Respondent that is willing and able to complete the work or services if such is determined by the City Commission to be in the City's best interest. In awarding a contract to the next lowest responsive and responsible Respondent that is willing and able to complete the work or services, the City may accept such Respondent's original proposal pricing or negotiate a price more consistent with the original pricing submitted by the defaulting Respondent or the Respondent's whose contract award was rescinded.



SECTION 5: Standard Terms & Conditions

5.1 Basis of Response/Proposals

The words "RESPONSE" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Respondent will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition.

It shall be the responsibility of the Respondent to advise the Procurement Division of any language, requirements, etc. or any combination thereof, which the Respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

5.2 Submission of Supporting Documents

The successful Respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful Respondent fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible Respondent.

5.3 Proposal Prices

The Respondent warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the Respondent, and shall not be amended after the date and time of the public opening. Any attempt by a successful Respondent to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The Respondent, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Park.

5.4 Delivery

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

5.5 Contract Term

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect from the date the Mayor or other authorized signer signs the contract on behalf of the City.



To be effective and enforceable, any changes in the scope of services or prices intended to apply in an amendment or extension period must be presented by City staff to the City Commission or City Manager for approval or rejection.

5.6 Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment.

All invoices shall bear the purchase order number or RFP number. Payments and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

5.7 VISA Acceptance

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful Respondent may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

5.8 Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

5.9 Mistakes

Respondents are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Respondent's risk.** The City is not obligated to give successful Respondent extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the Respondent's total offer will be corrected accordingly.

5.10 Contract Award

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible Respondent who submits a proposal meeting specifications in a way deemed most advantageous and best value to the City in the City's sole discretion.

The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The City reserves the right to make an award to more than one Respondent. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City.



Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

5.11 Proposal or Contract Terms at Variance with This Document and the RFP or Specifications

This formal solicitation expressly limits acceptance to the terms of this document. If the Respondent submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposal but without the contractual terms that were included in the RFP and which are inconsistent with or different from the language in this invitation, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken.

The Respondent hereby agrees that by making a submission based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.
- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the City shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.



- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.
- k. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

5.12 Modifications & Withdrawals

Proposals cannot be modified after submitted to the City. Respondents may withdraw proposals at any time before the public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING** and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

5.13 Disqualifications

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Respondent. Respondent also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein. **See attached Non-Collusion Affidavit.**

5.14 Proposal Costs

Costs related to the preparation of a proposal to this formal solicitation are solely those of the Respondent, and the City assumes no responsibility for any such costs incurred by the Respondent.

5.15 Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online at <https://cityofwinterpark.org/procurement-policy>.

In the event of any inconsistency or ambiguity between the terms of the Procurement Policy as compared with the terms of this document and the specifications at issue, the terms of this document and the specification at issue shall govern and control.

If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent.



No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another Respondent, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another Respondent is disqualified from submitting for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Procurement Policy and Florida law applicable to municipal protests. With respect to any assertion that another Respondent is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

5.16 Agreement

The resulting Agreement or Contract, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto.

All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or City Commission in writing prior to taking effect.

5.17 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Respondent shall provide a certification of compliance regarding the public crime requirements.

In submitting a proposal to the City of Winter Park, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

5.18 Certificate of Insurance

The successful Respondent and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City.



The City of Winter Park has contracted with 'myCOI' to track and establish insurance compliance with the contract terms. If awarded a contract the successful Respondent shall be required to register with myCOI. Respondent must submit certificates or other documentary evidence to the City via myCOI, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of one million dollars (\$1,000,000), and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**. The successful Respondent shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Park shall be included as an **ADDITIONAL INSURED** on all certificates and policies pertaining to this project, except for Worker's Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than "A." This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

5.19 Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the contract.

5.20 Termination for Default

The City's Procurement Manager or other City representative shall notify, in writing, the successful Respondent of deficiencies or default in the performance of its duties under the Contract, via email, or otherwise, to the address provided by Respondent in its proposal.

Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the successful Respondent has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to reasons classifiable under the category of Force Majeure.

5.21 Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.



Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful Respondent.

Successful Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

5.22 Drug-Free Workplace

The Respondent, its employees, subcontractors, and its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the Respondent.

The Respondent will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions.

The Respondent shall certify that the firm has a drug free workplace policy in accordance with section 287.0878, Florida Statutes. Failure to submit this certification shall result in the rejection/disqualification of the proposal. **See attached Drug-Free Workplace Affidavit.**

5.23 Indemnification

The selected Respondent(s) shall be required to provide certain indemnifications in favor of the City and its employees and elected and appointed officials and officers in substantially the following form:

Respondent agrees to indemnify and hold harmless the City, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed 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 two million dollars (\$2,000,000) per occurrence, which the City and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

Respondent shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, officers, and employees, by any employee of the successful Respondent or of any subcontractor arising out of or concerning the services or work performed under the Agreement between the City and the Respondent. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.



In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers.

The required indemnifications shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

5.24 Accidents & Claims

The successful Respondent shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims, and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. **See also Summation of Insurance Requirements.**

5.25 Laws & Regulations

The successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful Respondent is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the Respondent/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

All proposals, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.



5.26 Communications

To ensure fair consideration for all prospective Respondents throughout the duration of the formal solicitation process, the City prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever, whether oral or written, with any City employee, elected official, selection committee member, or representative of the City, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration for award of the RFP or any future RFP.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the solicitation process may be addressed to employees in the City's Procurement Division, in writing via email or through VendorLink, and, the person sending the question agrees that the Procurement Division may furnish a copy of the question to all other plan holders and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

5.27 Cone of Silence

A Cone of Silence/Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting which the City Commission will be presented the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.

5.28 Addenda

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's website. All Respondents should check the City's website or contact the City's Procurement Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The City, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information will be posted on the City's website at <http://www.cityofwinterpark.org/procurement> - select "Active Solicitations." It is the sole responsibility of the Respondent to ensure they obtain information related to Addenda. All addenda must be acknowledged on the Signature Sheet to be considered.

Unless otherwise specified, all addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all appropriate addenda may result in the disqualification of the proposal.

5.29 Subcontractors

The successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Manager or Project Manager.



The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee.

Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis, as determined in their discretion, that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors, or citizens.

Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive, or in violation of any criminal or civil law or regulation as reasonably determined by the City.

5.30 Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent.

5.31 Waiver, Alterations, Consent & Modification

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

5.32 Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation, and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

5.33 No General City Obligation

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the 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.

5.34 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the resulting contract may be cancelled by the City and the successful Respondent will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal, or otherwise recoverable.



5.35 Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Respondents should be aware that Request for Proposals and the proposals thereto are in the public domain. However, the **Respondents are requested to identify specifically** any information contained in their proposal which they consider confidential, trade secrets, and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting or confidentiality laws that apply.

5.36 Compliance

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other monetary quotations in U.S. currency. There shall be no customs, duties, or import fees added to the cost shown in the proposal. In the event of any legal disputes, the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP, or any resulting contract or purchase, shall be in a court of competent jurisdiction in Orange County, Florida.

5.37 Equal Opportunity Employment

The Respondent 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 the following: 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 the Respondent 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. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082) (c)(2), or most recent.

By entering into this Contract, the Respondent becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Failure to abide by § 448.095, Florida Statutes, makes the Respondent liable for any additional costs incurred by the City as a result of the termination of the Contract pursuant to such statute.



5.38 Fair Labor Standards Act

Respondent 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.

5.39 Unauthorized Aliens

The City shall consider the employment by Respondent 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 determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

5.40 False Claims

If the selected Respondent is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Respondent, Respondent shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Respondent's claim. The City and successful Respondent acknowledge that the "Florida False Claims Act" provides civil penalties not more than ten thousand dollars (\$10,000) plus remedies for obtaining treble damages against contractors, or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Respondent agrees to be bound by the provisions of the Florida False Claims Act for purposes of any resulting agreement, and the work or services performed hereunder.

5.41 Reductions in Work

The City shall have the sole right to reduce or eliminate, in whole or in part, the Scope of Work, any Project, or any Service Authorization at any time and for any reason, upon written notice to the successful Respondent specifying the nature and extent of the reduction. In such event the Respondent shall be fully compensated for the work or services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the City's notification of the reduction.

The Respondent shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project. However, Respondent will not be entitled to compensation for services or work not performed or that are eliminated from any resulting agreement relating to this RFP by City.

5.42 Disclaimer of Liability

The City will **not** hold harmless or indemnify any Respondent or any of its agents, employees, or persons or entities acting on behalf of or at the direction of Respondent for any liability whatsoever.

5.43 Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees, officials and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.



5.44 Compliance with Occupational Safety & Health

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

5.45 Severability

If any term, provision or condition contained in this RFP or in any resulting agreement relating thereto shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this RFP or any resulting agreement relating thereto, or the application of such term or provision shall otherwise be fully enforceable.

5.46 Public Records

For any resulting agreement relating to this RFP, the successful Respondent shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in chapter 119, Florida Statutes: Successful Respondent acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Respondent's control and possession, including sub-consultants or subcontractors, relating to the Project and work and services performed for the City are subject to inspection pursuant to chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record under applicable law. In accordance with section 119.0701, Florida Statutes, Respondent specifically agrees it shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;
- b. provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or 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; and
- d. meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Respondent upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City.



It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Respondent and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in the possession or control of the City or the Respondent, including sub-consultants and subcontractors, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Respondent are subject to the provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Respondent shall at its expense, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours of the Engineer, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Respondent by the Public Records Law, Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Respondent and the City.

Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Respondent's and its sub-consultants' and subcontractors' violation of Public Records Law or this section, including for the City's attorneys' fees and costs at all trial and appellate levels.

IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Winter Park, 401 South Park Avenue, Winter Park, Florida 32789; e-mail: cityclerk@cityofwinterpark.org; telephone no.:(407) 599-3277.

Additionally, the Respondent shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of work or services under any resulting agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles.

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



The City reserves the right to unilaterally terminate any resulting agreement if the Respondent refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Respondent in conjunction, in any way, with any resulting agreement or this RFP.

If Federal, State, County or other entity funds are used for any services or work under any resulting agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the Respondent which are directly pertinent to services or work provided or performed under any resulting agreement for purposes of making audit, examination, excerpts, and transcriptions.

The Respondent agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

5.47 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

5.48 Lien

No lien or security interest in any City property may be created in relation to this Agreement.

5.49 Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

5.50 Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this RFP. Without limitation it will be a material breach if the successful Respondent delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful Respondent warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful Respondent warrants that the goods and services are in conformance with the representation made during the RFP process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.



Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City is terminated or removed from further work by the City for a default in the performance under the resulting agreement, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent, contract with the next highest ranked Respondent that is ready, willing, and able to complete the work or services if such is determined by the City to be in the City's best interest.

5.51 Limitations on Damages

If the Respondent is delayed in completing its services or work through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any resulting agreement relating to this RFP or any services authorization, then, in the City's reasonable discretion, and upon the submission to the City of evidence of the causes of the delay, the Respondent may be granted an extension of its Project schedule equal to the period the Respondent was actually and necessarily delayed, as Respondent's sole and exclusive remedy.

In no event shall the City be liable to the Respondent for damages caused by delays, impacts, disruption, acceleration, resequencing, mobilization, demobilization, remobilization, and/or interruptions regardless of the cause. Respondent expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in performance of the work or services, and Respondent expressly waives any and all other remedies for any claim for increase in any resulting agreement relating to this RFP's Contract price or sum, damages, expenses, losses, or additional compensation. Any submission to this RFP shall be an indication that Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the date of the submission as compiled by the National Weather Service and measured at the Orlando International Airport.

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission. No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL DAMAGES, DELAY DAMAGES, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY RESPONDENT OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE RESPONDENT OR BY THE CITY UNDER THE AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THE AGREEMENT.



5.52 Ethics

The selected Respondent shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this RFP or any resulting agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

Respondent hereby certifies that no officer, agent or employee of the City has any material interest (as defined in section 112.312 (15), Florida Statutes), as over five percent (5%) either directly or indirectly, in the business of the Respondent to be conducted here, and that no such person shall have any such interest at any time during the term of any resulting agreement.

Respondents and the selected Respondent shall warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure any resulting agreement relating to this RFP and that Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any resulting agreement relating to this RFP. For the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability.

5.53 Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. 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 the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- i. 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
- ii. 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. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

5.54 Procurement Decision

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City.



The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City, in its sole discretion, reserves the right to reject all Respondents and to resolicit, or not.

A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Respondent. A recommendation of contract award does not constitute a contract. The award of contract to the selected Respondent is subject to City Commission approval and the execution of an Agreement with terms acceptable to the City.

The City staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Respondents differently than recommended by the City staff.

5.55 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: 1) 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 2) one million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is: (a) 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 (b) engaged in business operations in Cuba or Syria. A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the 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 (\$1,000,000.00) or greater.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000.00) or more that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes; 2) 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 3) 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.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the 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 the Proposer: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.



- d. *False certification.* If the Proposer submits a false certification as may be required under section 287.135, Florida Statutes, then the 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 the City, and all costs for investigations that led to the finding of false certification.

5.56 Electronic Signatures

In accordance with §§ 668.001 through 668.06, Florida Statutes, the City will accept electronically filed and signed documents in regards to execution of solicitations, contracts and contract related documents meeting the requirements as stated in the City's Procurement Policy.

5.57 Independent Contractor

Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this RFP, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed as set forth herein or relating to this RFP or as part of any resulting agreement regarding this RFP shall at all times and in all places be subject to Respondent's sole direction, supervision, and control. The Respondent shall exercise control over the means and manner in which it and its employees perform the work or services, and in all respects the Respondent's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Respondent does not and shall not have the power or authority to bind the City in any promise, agreement, or representation except as may be otherwise expressly provided herein.

5.58 Tobacco-Free Campus

Proposer agrees that the performance of all work and services for the City shall be tobacco free. Accordingly, Proposer agrees that all of contractor's employees, agents, and those performing work and services for the City at the Proposer'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. Proposer agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement.

For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following:

- 1) smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or
- 2) utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

5.59 Background Check Verification

Successful respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property.



The cost of the background checks shall be borne by the respondent. Respondent will certify that, in accordance with F.S. 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

5.60 Title IV Compliance

Title VI of the Civil Rights Act, 42 USC 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." Respondent, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

- a. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;
- b. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below; and
- c. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.
- d. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. Respondent shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

5.69 ADA Compliance

Respondent shall ensure that any and all deliverables provided to the City and the public, including any and all services provided on behalf of the City, complies with the applicable provisions of the Americans with Disabilities Act and any regulations promulgated pursuant thereto.



For the purposes of this paragraph, services or deliverables offered via the internet or intranet, in digital format, or via another online or software platform must comply with WCAG 2.0 AA in order to be deemed ADA compliant. Respondent agrees to indemnify, defend, and hold the City harmless from and against any damages, sanctions, penalties, or awards claimed or awarded against the City, which claims, sanctions, penalties, or awards arise from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

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SECTION 6: Required Forms

Respondents should use the following check list as a guide to assist in their submittal. This checklist is intended to be used as a tool; not a substitute for Respondents' obligation to read and understand the provisions of this Request for Proposals. Additional items may be required to be submitted by the terms of this Request for Proposals which are not listed below:

Attachment A: Signature Sheet

Attachment B: Drug-Free Workplace Affidavit

Attachment C: E-Verify Affidavit

Attachment D: Non-Collusion Affidavit of Prime Respondent

Attachment E: Public Entity Crimes Affidavit

Attachment F: Public Records Act Affidavit

Attachment G: Background Check Verification

Sealed Proposal Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the Procurement Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.

✂

SEALED PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: [Click or tap here to enter text.](#)

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

Solicitation No: RFP26-22

Solicitation Title: Connectivity Master Plan & Smart City Initiative Consultant Services

Solicitation Due Date & Time (EST): August 31, 2022 by 2:00 pm

EXHIBIT "A"

ORDINANCE 3210-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK ESTABLISHING A BROADBAND AND SMART CITY AD-HOC COMMITTEE; PROVIDING FOR SUNSET AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Section 2-48(1), City of Winter Park Code of Ordinances, the City Commission hereby creates a temporary five (5) member Broadband and Smart City Ad-Hoc Committee for the purpose of evaluating Smart City Technologies to foster continuous improvements in services, and advance Broadband standard of service, technology, choice, and availability, to citizens and visitors of the City of Winter Park, making recommendations concerning the same to the City Commission; and

WHEREAS, the Winter Park City Commission finds that this Ordinance is in the best interest and welfare of the residents and visitors of the City of Winter Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation. The City Commission hereby creates the Broadband and Smart City Ad-Hoc Committee ("Committee") for the purposes of:

1. Serving as a forum for the discussion of Smart City and Broadband standard of service, technologies, including, but not limited to, fiber optic technology, and related concepts among stakeholders.
2. Evaluating methods of ensuring adequate broadband choice, availability, and capacity.
3. Developing an outline for a Smart City strategic plan.
4. Exploring Smart City implementation strategies for the City.
5. Aligning Smart City initiatives with other City objectives and priorities.
6. Evaluating the costs of implementing, administering, and maintaining any such broadband technologies.
7. Exploring innovative and creative ways to utilize such broadband technologies.

The Committee shall develop recommendations to the City Commission that would allow for:

1. Broadband availability and choice.
2. Optimizing traffic flow.

3. Expanding public WiFi.
4. Environmentally friendly buildings.
5. Enhanced Public Safety and Security.

The Committee is an ad hoc committee which is intended to sunset as set forth herein. The Committee shall consist of seven (7) members being residents of the City of Winter Park. The Mayor shall have three (3) appointments and each Commissioner shall each have one appointment to membership of the Committee. The Committee shall elect from its membership a Chair and Vice Chair. The Committee shall generally follow the rules set forth in Chapter 2, Article 111, Division 2, City of Winter Park Code of Ordinances. The recommendations of the Committee to the City Commission must be approved by a majority vote of the Committee. The City Manager (or designee), IT Director and other City staff shall provide reasonable assistance to the Committee as needed.

Section 3. Sunset. The Broadband and Smart City Ad-Hoc Committee shall sunset and terminate 180 days following the effective date of this Ordinance, unless terminated earlier or extended by majority vote of the City Commission. Due to the temporary nature of the Committee, this Ordinance is not to be codified into the City Code.

Section 4. Effective Date. This Ordinance shall take effect immediately upon adoption.

Adopted at a regular meeting of the City Commission on this 28th day of July, 2021.



Phillip M. Anderson, Mayor

Attest:



Rene Cranis, City Clerk

Exhibit "B"



Broadband Assessment City of Winter Park

Prepared by: Magellan Advisors

Released: October 19, 2016

DRAFT





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1. Executive summary

1.1 Introduction

Progressive communities are relying upon municipal fiber-optic networks to thrive in the new digital world. As municipalities continue to adopt technology platforms, more emphasis is being placed on meeting the growing demands of their constituents through digital systems. Municipalities that have invested in fiber infrastructure realize the importance of these assets and are beginning to leverage them to bring next-generation broadband to its constituents. The City of Winter Park, "the City", purchased its electric distribution system in 2005 from a private sector utility provider, Progress Energy. This purchase enabled the City to be a full service utility provider to its customers in Winter Park, providing water, sewer and electric services. Winter Park currently owns and operates minimal fiber-optic assets, but is in a unique situation that could allow it to deploy a universally available Fiber-to-the-Home network throughout the City. This opportunity is the undergrounding of the electric distribution system, a City funded capital improvement project that is several years in the works. Winter Park realizes this project presents the City with a unique opportunity to deploy this network at a substantial savings over more traditional construction practices and has commissioned this Study to help the City understand what this network could mean to the community and more specifically to quantify the opportunity.

1.2 Overview of Municipal Fiber Networks

Fiber is the gold standard for municipal communications, broadband services, and Internet access. Fiber is used to transmit large amounts of data securely over long distances with high reliability. It is flexible enough to support a wide range of applications and scalable enough to support nearly unlimited capacity and speed. It is considered a capital infrastructure asset similar to water, road, and electric infrastructure and has a lifespan of up to 50 years or more with proper installation and maintenance.

Over 1,000 cities in the US own some form of municipal fiber and have used it for decades to support their operations. These networks are becoming increasingly important to cope with the rapid growth in connected devices. These devices run the gamut from utility assets and street lights, to traffic signals and surveillance cameras. Cities that maintain these networks are able to accommodate these "smart city" technologies which allow them to be more efficient, reduce costs, and increase the value they deliver to their constituents.

Within the past 15 years, some cities have expanded the use of these networks to enhance local broadband services in their communities. As broadband has become a key aspect to support economic development, education, healthcare, and other community functions, cities have leveraged their networks to foster fiber-based broadband services, either directly, or more often through partnerships with their local broadband providers.



1.3 Opportunity Statement

The City of Winter Park has the opportunity to begin making strategic investments in broadband infrastructure. If these investments are made, they will pay dividends for decades to come. This infrastructure will support and enhance the communications and technology needs of the City and the greater Winter Park community. The development of a municipal fiber network will allow the City to take advantage of emerging technologies such as those surrounding “smart cities”, and to deliver high-speed fiber services to businesses and residents throughout the City. Implementation of this variety of technologies, will allow for a dramatic increase in efficiencies and sustainability efforts. A municipal network will also allow Winter Park’s citizens and businesses to take advantage of all opportunities the Internet has to offer. The fiber network will become a key resource that the City, in partnership with the private sector, will leverage to drive value across a range of municipal and community functions, from healthcare, economic development, and an overall better quality of life.

1.4 Financial Overview

The City’s immediate opportunity is to construct a municipal fiber-optic network that would be deployed throughout major City corridors. This network, as documented in Section 8, would include nearly 30 miles of backbone fiber, and is estimated to cost \$3.3 million, or \$3.7 million inclusive of a 10% contingency. The City has very competitive underground construction rates which will allow the City to construct this network at significant savings over more traditional construction methods.

In addition, Magellan developed a conceptual fiber design and costing estimates to quantify the electric undergrounding opportunity for the entire City, under a FTTH deployment model. These initial estimates were priced as full buildout costs, not taking the electric undergrounding project into account. These initial estimates placed full buildout at \$23 million. Our team then met with Winter Park Electric to more thoroughly understand the undergrounding effort and to identify synergies that could drive the cost of the deployment down, accounting for the cost savings that could be gained through coordination with the undergrounding project. With coordination of the electric undergrounding project and current contracted construction rates, the City should expect costs in the \$14.6 million range – a deployment savings of approximately \$8.4 million – see Figure 1 – Network Construction Estimates and Potential Savings.

FIGURE 1: NETWORK CONSTRUCTION ESTIMATES AND POTENTIAL SAVINGS

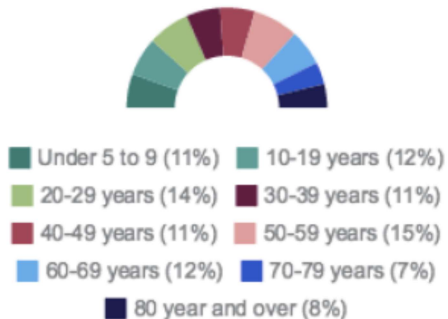
Buildout	Estimated Cost
Full Construction – No coordination with Electric Project	\$23,000,000
Coordinated with Electric Project	\$14,612,492
Potential Savings	\$8,387,508



1.5 Demographics



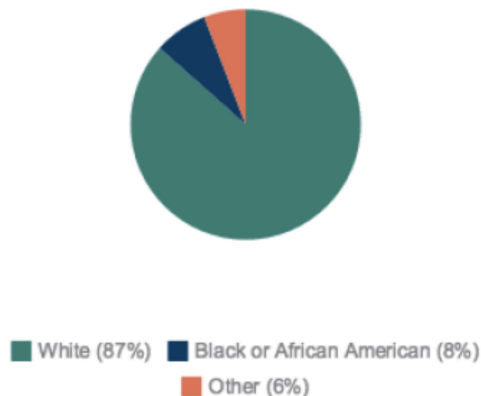
Median Age 44 years old



The City of Winter Park, FL, the “City”, is a historical city located outside of bustling Orlando, FL. The City is in Orange County and is known by the residents of the surrounding county for fantastic shopping and dining, along with cultural and arts festivals. The area of Winter Park is 10.2 square miles, with 1.5 square miles being water.

According to the 2010 Census, 27,852 people call Winter Park, FL home. Data shows that 19.3% of individuals in Winter Park are over the age of 65 and 23.3% are under 18 years old.

Age Demographics



Racial Demographics

While 44.6% of the population in the City is currently married and 23.3% are under the age of 19, the inference can be made that a great portion of Winter Park is comprised of families with children living in the home. These children attend Orange County Public Schools, which is currently implementing digital device programs throughout many of their schools. These programs provide devices to students to use in class and at home for school work. The use of these devices in the home requires Internet connectivity to engage with the software or Internet-based tools to complete assignments. If high-speed Internet is not available in the home, students flock to libraries and coffee shops to complete their assignments. If they are unable to find reliable Internet, students may fall behind, a term referenced to as the “digital divide”.

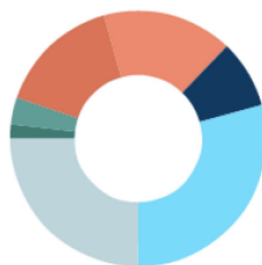


Colleges in the City

Rollins College, Full Sail University, Valencia Community College, Fortis College, Crealde School of Art

Public Schools

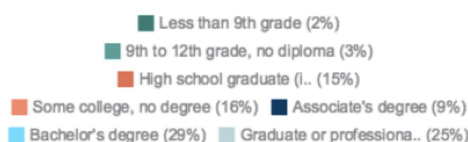
Aloma, Brookshire, and Lakemont Elementary Schools; Glenridge Middle School, Winter Park High School, Lake Howell High School



54% hold bachelor's or graduate degrees

Private Schools

St. Mary Margaret Catholic School, Trinity Preparatory School, The Geneva School

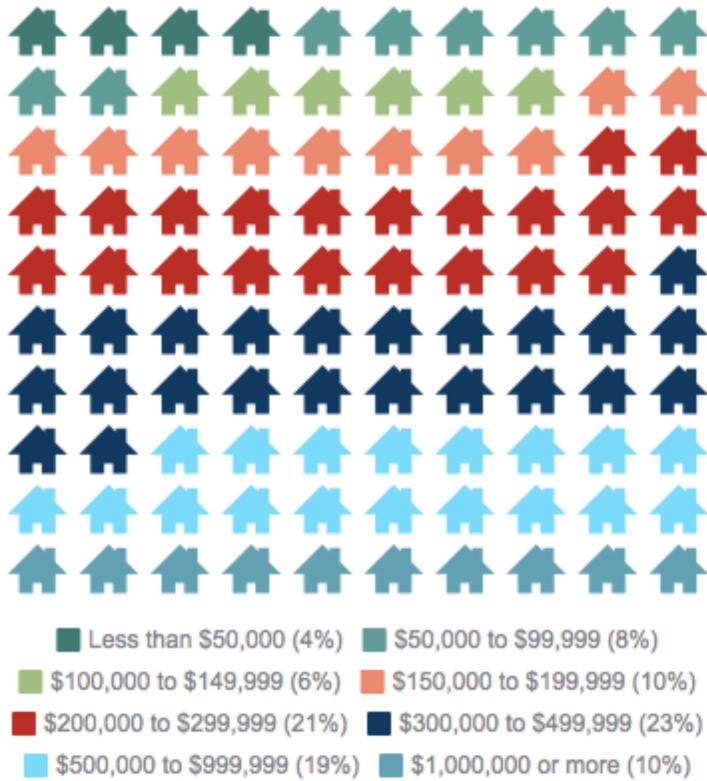


The educational institutions within the City of Winter Park are portrayed above. Five college or university campuses, six public schools, and three private schools serve the education market in Winter Park. Orange County Public School District manages the public schools in Winter Park and many of their schools are moving to digital learning environments where students are distributed devices to use in the classroom and at home. At the college or university level, there are increasing amounts of Internet-based teaching tools, along with streaming of online lectures. This is not to mention the vast number of students who bring their devices to school and access the campus WiFi to do research and assignments or stream online courses. The educational applications require significant bandwidth and these applications grow in number year after year. A fiber-based high-speed broadband network would be valued by the public, private, and university or college campuses, administrators, students and teachers to ensure reliable Internet access.

Statistics also illuminate an educated and generally wealthy population, 54% of residents have a bachelor's degree or higher and median family income is \$56,995. As residents increase their education and occupation standing, it can be inferred that these individuals may place a higher value on high-speed Internet access to stay connected to work, social media, and news media to keep informed. The Internet of Things will also continue to grow in adoption and value for individuals within this demographic. Staying connected to the home from work or travel via WiFi connected appliances and monitoring systems will become more commonplace than in the past. These always on devices require substantial bandwidth to operate effectively.



Home Values



Total housing units - 13,419



Median home value -
\$308,600



85% of homes built prior to 1980

There are 13,419 housing units in Winter Park, 71.8% of which are valued at greater than \$200,000. The median value of owner occupied housing units is \$308,600. 75% of the homes in Winter Park are older homes, built prior to 1970. Although, between 2013-2014, 189 new homes were constructed with an average value of \$503,000.

The Internet of Things and connectivity will continue to increase in popularity for residents. As many of the high-value homes are being constructed, along with the current higher than average home value, residents within this population will most likely value the notion of smart homes with digitally connected devices throughout their residences. These individuals will most likely value innovations such as digitally connected air conditioning systems, irrigation systems, refrigerators, appliances and more. A constructed fiber-to-the-home network will allow residents to take advantage of all of these current innovations and “future proof” Winter Park to enable the network to be able to provide for innovations yet to come.



1.6 Broadband Needs of the Residents of Winter Park, FL

The City of Winter Park and its residents view high-speed broadband and its related infrastructure as a necessity, understanding that broadband services will influence major areas of its citizens lives for decades to come. Winter Park has a significant opportunity to take advantage of major utility undergrounding efforts that are currently taking place throughout the City, allowing Winter Park to build a state of the art network at a significant savings over traditional construction methods. This network will drive efficiencies in government, education, and healthcare, while enhancing economic development opportunities. At the same time, the network will introduce a new Internet and entertainment platform to drive a superior digital quality of life.

A majority of residents of Winter Park are educated, upper middle to upper class, families, and many have children living in the home. Inferences can be made about individuals within these demographics regarding Internet and broadband use. A population of educated, wealthy individuals will demand more regarding Internet services in their area. These individuals may need to have reliable connectivity in the home due to: employment, recreation, social media, video streaming, or the Internet of Things (IoT) being used in the home. Whether it be staying connected professionally while away from their company headquarters; sending and receiving videos of family; downloading movies at a rapid pace; or adding Internet based appliances to their home; these residents and consumers will continue to demand more from the Internet and their broadband providers. When planning for the residents of an area, it is important to understand the demographics and interests of the consumer. The demographics – education and wealth – could play a large part in what the residents in Winter Park deem as valuable regarding high-speed Internet and broadband connectivity. When making the decision regarding high-speed Internet for a community, certain articles should be taken into consideration:

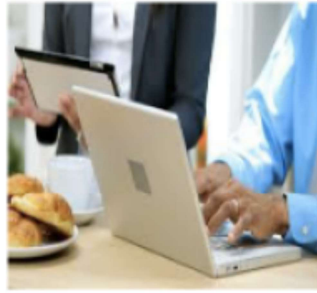


Business Insider Intelligence finds that the number of everyday and enterprise devices that will soon be connected to the Internet — from parking meters to home thermostats — will be huge... 1.9 billion devices today, and 9 billion by 2018.



The Connected Executive

In today's age, executives require high-speed Internet to stay connected and to continue to be productive when away from their corporate office. Plus, according to a new Census report, an additional 4.2 million professionals worked from home at least one day a week."¹ With tools like groupware, virtual private conferencing, and video conferencing it is possible for companies to connect with their employees over long distances. However, to use these applications to stay connected, high-speed Internet access is vital. It is common for a business person to include high-speed Internet and broadband in the equation when making the decision to purchase a home or vacation property. The availability of high-speed Internet and broadband could assist in the attraction of this type of individual to live in the City of Winter Park.



According to Reuters online, "about one in five workers around the world telecommute frequently, and nearly 10 percent work from home every day."

Healthcare

19.3% of the population of Winter Park is over the age for retirement. These individuals place a high value on quality healthcare, cutting edge technology for the administration of healthcare, and services related to healthcare. Whether it is the physicians' access to technology in the operating room, electronic medical records, or online navigation of healthcare, the aging population of Winter Park will see significant use of technology in delivery of healthcare services.



"There is growing demand among tech-savvy seniors (67%) who want to access healthcare services from home, but the majority (66%) are worried today's technology isn't sufficient to do so."
Accenture, 2015.

¹ <http://www.bandwidthplace.com/home-office-internet/>



The Internet of Things is the growing movement of devices, wearables, and appliances being connected to the Internet. Examples of applications include fitness bands, air conditioning thermostats, and toasters.



Quality of Life

"The numbers being forecast for the Internet of Things (IoT) are truly mind-boggling. Business Insider Intelligence finds that the number of everyday and enterprise devices that will soon be connected to the Internet — from parking meters to home thermostats — will be huge...1.9 billion devices today, and 9 billion by 2018, according to Business Insider estimates, roughly equal to the number of smartphones, smart TVs, tablets, wearable computers, and PCs *combined*."² Home owners are constantly adding new automated devices such as: Nest to control your air conditioning in your home; Pentair to control your pool temperature and settings; and even crock pot appliances, all of which can be controlled from your smart phone or wireless device. However, these products and innovations require bandwidth, bandwidth which many older Internet connections cannot handle.

Job Growth and Retention

Businesses and organizations, large and small, require Internet access to be viable and productive in today's economy. If the organization providing the product or service cannot acquire Internet service of great capacity and at a fair cost, the organization may very well search for a different location to operate. When customers book hotel stays, dine at restaurants, or attend business meetings they demand WiFi access. Internet service to businesses, and their customers alike, are of great importance to attracting and retaining organizations in a city or town.

Job Growth and Retention

Internet is growing more important than location to businesses.

Business' customers place value on Wi-Fi and make decisions based on it.



² <http://www.businessinsider.com/growth-in-the-internet-of-things-market-2-2014-2>



2. Trends in Broadband

2.1 National trends

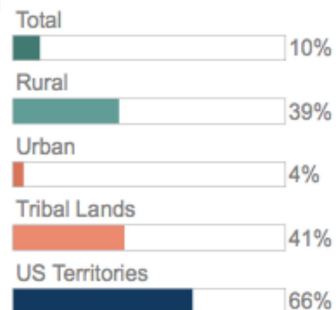
The FCC assesses broadband progress annually in its Broadband Progress Report, as required by the Telecommunications Act of 1996. In the 2015 Report, the FCC increased the speed benchmark for what constitutes “advanced telecommunications capability” that “enables users to originate and receive high-quality voice, data, graphics, and video communications using any technology” as required by Section 706 of the Telecommunications

Act of 1996.³ The FCC found, based on its analysis of consumer usage, that the speed benchmark for fixed landline broadband is a minimum of 25 Mbps download speed, and 3 Mbps upload speed.⁴ The FCC also sought comment on the adoption of a minimum speed benchmark for mobile broadband services for the first time, suggesting a minimum speed benchmark of 10 Mbps download and 1 Mbps upload to be considered “broadband”.⁵ Using only the fixed broadband metric for assessment (since a mobile broadband metric has not yet been adopted) FCC Chairman Wheeler has made the following findings from the data:⁶

- Approximately 34 million Americans still lack access to fixed broadband at the benchmark speed;
- Fixed and mobile broadband services offer distinct functions meeting both complementary and distinct needs;
- Fixed broadband offers high speed, high capacity connections capable of supporting bandwidth-intensive uses, such as streaming video by multiple users;
- Mobile devices provide broadband access on the go and are especially useful for real-time two-way interactions, mapping applications, and social media. But consumers who rely solely on mobile broadband tend to perform a more limited range of tasks and are significantly more likely to incur additional usage fees or forgo use of the Internet.

“In recent years, we’ve been hearing that high-speed broadband is good for home values – and conversely that a lack of broadband can depress home values and/or make homes harder to

FCC Broadband Progress Report



Americans Lacking Access to 25 Mbps/3 Mbps service

³ Id., at paragraph 19.

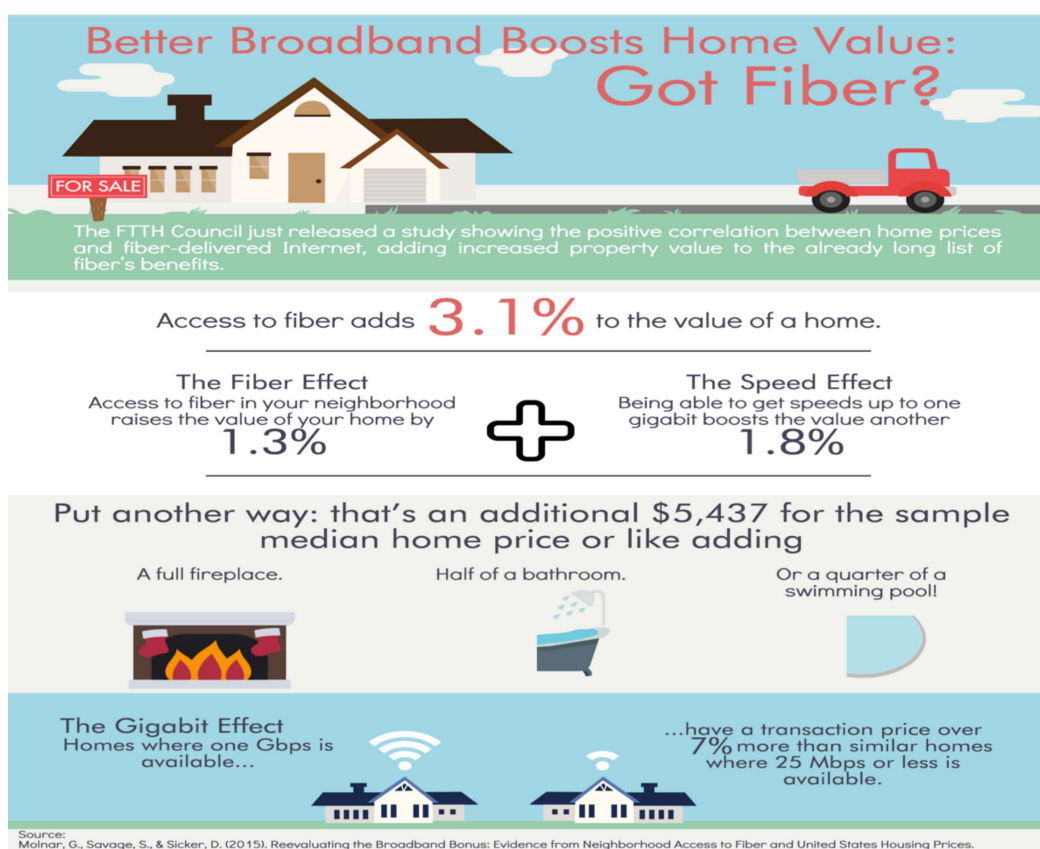
⁴ Id., at paragraphs 23 – 25.

⁵ Id., at paragraphs 27 – 30.

⁶ Id., Fact Sheet: 2016 Broadband Progress Report; Chairman’s Draft.



sell. But until now there has been little or no scientific research to back up those assertions.⁷ “A 2015 white paper by the Fiber to the Home Council Americas goes even further, citing data from the University of Colorado at Boulder. Apparently, not only does a fiber connection add an average of 3.1 percent to a property’s value, but valuations are increased by an additional 1.8 percent when comparing areas with connectivity speeds of 100 Mbps with those that support 1 Gbps or more.”⁸ In the past, proximity to roads, buildings, and easy parking determined the value of property. In today’s business and real estate, proximity to viable and reliable Internet access, namely fiber, could increase property value in greater terms. “The evidence is mounting: investment in fiber improves the economic performance of a community as well as its quality of life,” said FTTH Council President and CEO Heather Burnett Gold. “Around the United States, leaders at the local level have started to think about how their community’s Internet infrastructure is a catalyst for economic, educational, and governmental innovation.”⁹



⁷ <http://www.telecompetitor.com/broadband-and-home-values-ftth-council-study-looks-at-fiber-impact/>

⁸ <https://www.atlantech.net/blog/why-fiber-has-more-impact-on-real-estate-value-than-physical-location>

⁹ <http://www.ftthannual.org/blog/study-shows-home-values-up-3.1-with-access-to-fiber>



"69% of Americans indicate that not having a home high-speed Internet connection would be a major disadvantage to finding a job, getting health information, or accessing other key information – up from 56% who said this in 2010."

"The monthly cost of broadband service is now cited by a plurality of non-adopters as the most important reason for not having a home broadband subscription."

15% of American adults are "cord cutters" – those that have abandoned pay cable or satellite TV. Cord cutters cite the availability of content televised from the Internet as one factor.

A recent Pew Research Center report, "Home Broadband 2015"¹⁰, contains similar conclusions and additional insights and new findings, as follows:

- Home broadband adoption seems to have plateaued, at 67% of Americans, down slightly from 70% in 2013. It is unclear whether this statistically significant difference represents a "blip" or not. The decline in rural adoption is larger, from 60% in 2013 to 55%.
- This downturn takes place at the same time there is an increase in "smart-phone only" adults. Smart phone adoption is at parity with home broadband adoption (68% v. 67%).
- Those who are smartphone-dependent face distinct challenges: more likely to run up against data-cap limits; cancel or suspend service due to financial constraints; and challenged in key tasks such as filling out job applications and writing cover letters.
- "65% of non-adopters say that lacking home broadband service is a major disadvantage" when it comes to looking for job opportunities, accessing government information and services, following the news, learning new things, or getting health information. This is up from 48% who said so in 2010.¹¹
- "Among non-adopters, price sensitivity – where the monthly cost of service is the chief barrier to adoption – is the most prominent among those who have had service in the past, and/or are interested in getting it in the future."¹²

2.2 Bandwidth Trends

Broadband technologies have evolved to carry more and more data because of the advancements in online applications and the growth in the number of online devices. According to a new report by Gartner, "As it becomes cheaper to fit sensors to consumer products, the number of smart devices in a typical home in developed countries could grow to over 500 by 2022, smart devices, which make up the so-called Internet of Things (IoT), where wearables and sensors constantly exchange information, to be updated automatically with new features."

¹³ While many of these devices have not made it mainstream, "tech geeks" and the wealthy are more likely to invest in and try out these options, where the everyday consumer may not have the knowledge or means to do so. This technology, and wave of the future, may be in reach

¹⁰ Pew Research Center, December 21, 2015, "Home Broadband 2015"; Available at: <http://www.pewinternet.org/2015/12/21/2015/Home-Broadband-2015/>

¹¹ *Id.*, at page 5.

¹² *Id.*, at page 7.

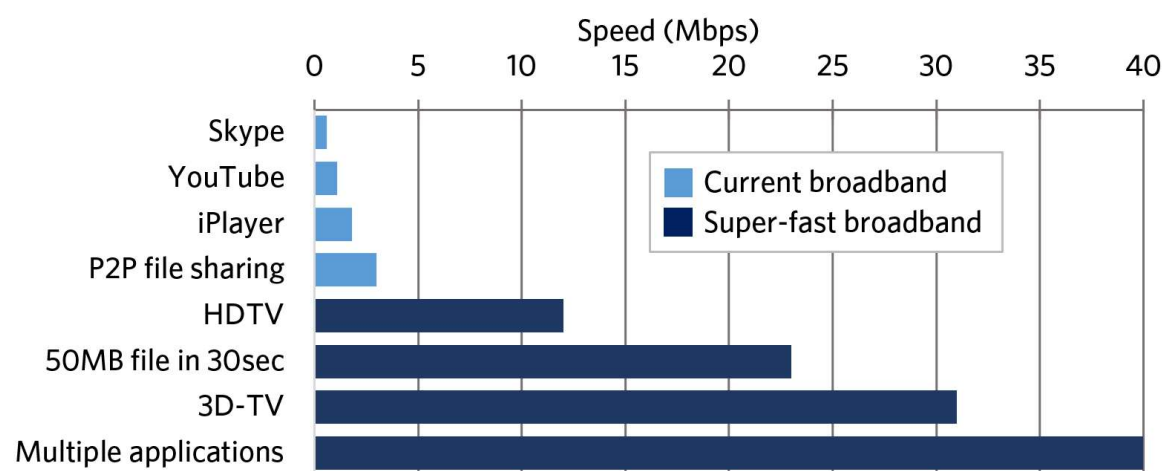
¹³ <http://www.techgoondu.com/2014/09/13/gartner-over-500-smart-devices-per-home-by-2022/>



and of interest to the residents of Winter Park, where the population of educated individuals may have the capital to invest in these products.

Every application requires a certain amount of bandwidth on a broadband connection to function properly. As time has progressed, we have witnessed significantly more devices, each with hundreds of possible applications, and significantly more bandwidth used by those applications. Figure 2 illustrates the bandwidth requirements of common applications and the impact of multiple applications running across a broadband connection.

FIGURE 2: BROADBAND APPLICATION SPEED REQUIREMENTS



Today, broadband subscribers across every user class are utilizing more online applications, and particularly those that consume larger amounts of high-quality bandwidth. As the adoption of the Internet of Things (IoT) increases, these demands will escalate dramatically. Figure 3 illustrates broadband demand for applications today and the increases in broadband that are necessary to accommodate this demand. Broadband subscribers make heavy use of the core Internet functions of Internet browsing, web hosting, e-commerce, virtual private network connectivity, and voice services.

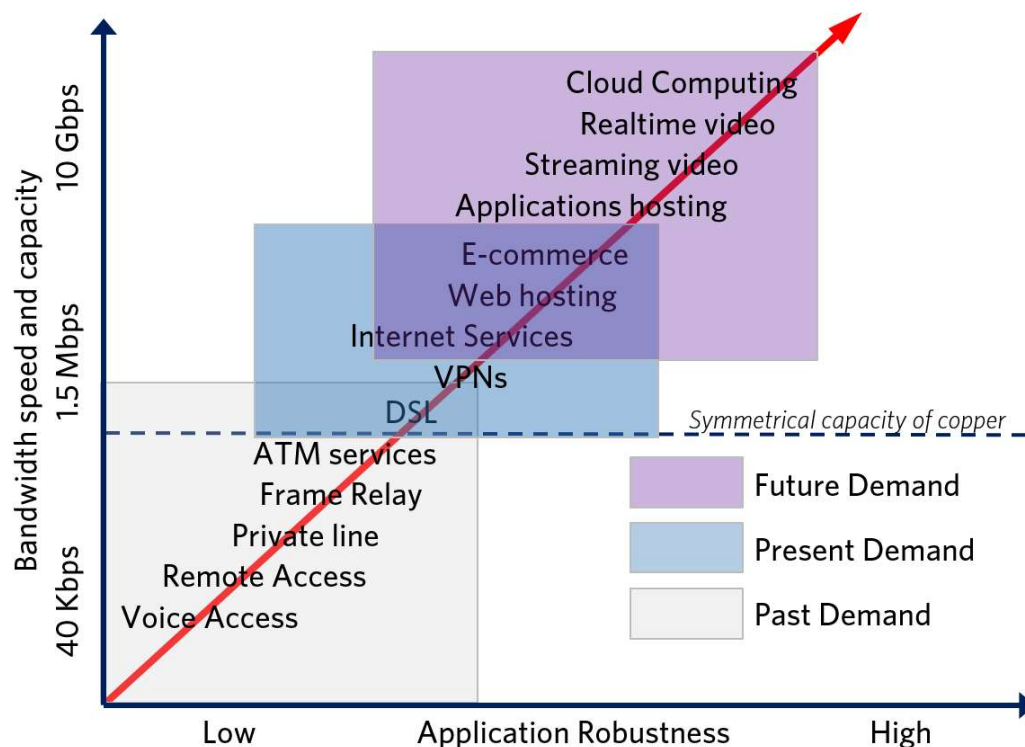
However, subscribers are consuming more real time video and streaming applications, which require significant bandwidth, reliability, and performance from their broadband connections. We are still early in the evolution of Internet video applications and these are expected to grow significantly over the next 10 years, replacing much of the text-based Internet. In addition, the myriad of cloud services is driving the need for more symmetrical¹⁴ broadband as real time and cloud applications require additional bandwidth, both in download speed and upload speed. As more of these applications are deployed, broadband connections will need to accommodate the increased bandwidth load. Many times these applications synchronize in real time, meaning

¹⁴ Symmetrical broadband connections provide equal download and upload speeds, such as 10 Mbps down, 10 Mbps up, instead of traditional asymmetrical broadband services that provide unequal speeds, such as 10 Mbps down and 2 Mbps up.



that they are always consuming bandwidth at a constant rate rather than only when the user is actively engaging the application.

FIGURE 3: GROWTH IN APPLICATION BANDWIDTH DEMAND



The proliferation of devices is also driving the need for more bandwidth as more devices in the home, businesses, and public places all access existing broadband connections. A report published in 2012 demonstrates the amount of time the average user spends with their devices across each type of device, and how users interact with multiple devices simultaneously. Although the study's primary goals were to gain a deep understanding of consumer media behavior over a 24-hour period,¹⁵ an important implied finding is that users are spending significantly more time with their devices, devices that all require broadband connections. As these devices all vie for bandwidth on a users' broadband connections, the demand for more bandwidth to support more applications grow.

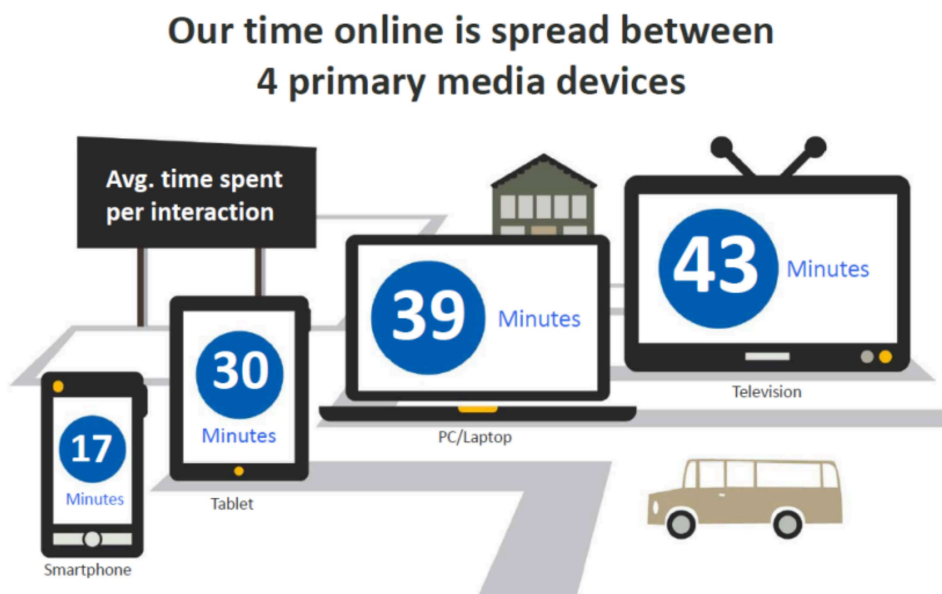
These demands also extend to many devices inside the home that are now being connected to the Internet and using our broadband connections. Many multimedia entertainment systems, thermostats, irrigation systems, food storage and preparation areas, and security and monitoring systems are now connected to the Internet, consuming even more home broadband bandwidth. The explosion of Internet-connected home devices will lead to increased

¹⁵ *The New Multi-Screen World. Understanding Cross-Platform Consumer Behavior* Google 2012.
think.withgoogle.com/databoard/media/pdfs/the-new-multi-screen-world-study_research-studies.pdf



use of residential broadband connections, as “always-on” technologies are constantly connected to the Internet.

FIGURE 4: THE PROLIFERATION OF BROADBAND-CONNECTED DEVICES



Goal -to connect 99% of our nations schools to high-speed broadband Internet access by 2018

Current Connectivity Standards (-2018)
Internet Access: 100 Kbps/student
Wide Area Network (WAN): 1 Gbps/school
Local Area Network (LAN): 1 Gbps/school
Wireless Network: High-speed WiFi capable of supporting 1:1 learning in every classroom and learning area

In 2018, standards will increase to 1 Gbps/student

Education

Online applications used by educational organizations require high-bandwidth broadband, with services that meet strict quality and performance requirements to support real-time video and voice applications such as distance learning and teleconferencing. Today's teaching resources incorporate multimedia – sound, graphics, video, and data, while the use of online textbooks is continuing to expand.

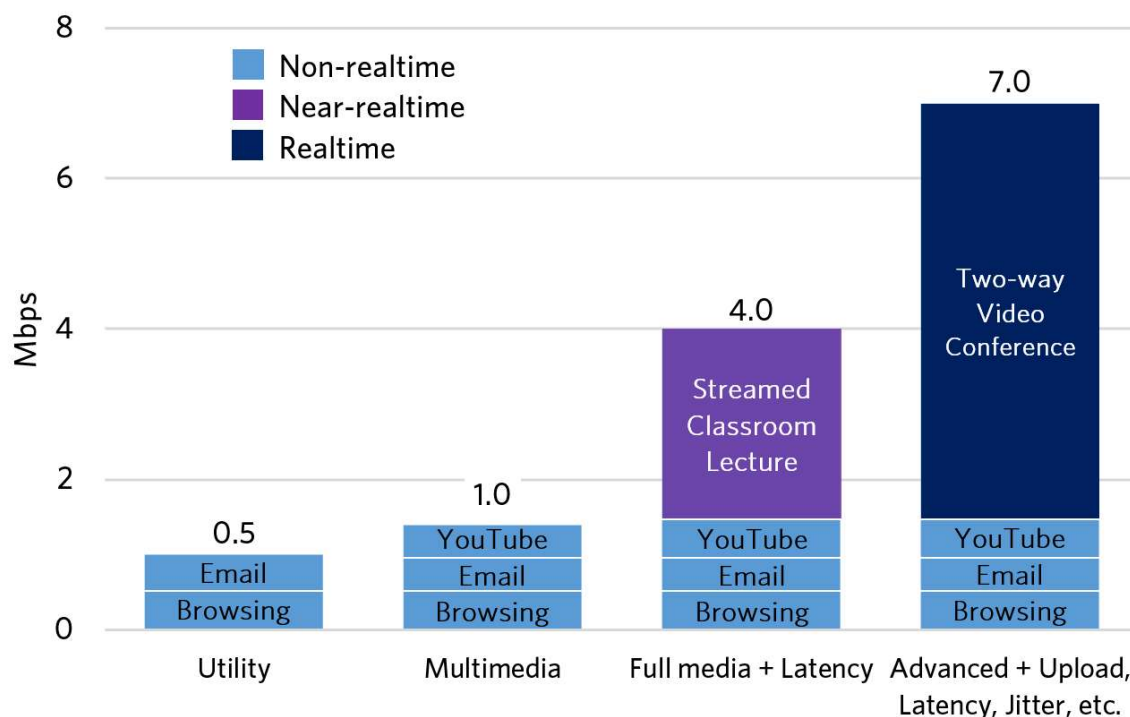
In response to increased demand, many states have instituted requirements for online testing, creating an even greater need for high-quality broadband services. Additionally, educational institutions are utilizing more online content to support their lesson plans, from streaming sources such as YouTube, TeacherTube, Vimeo, and Facebook.

Figure 5 illustrates the bandwidth requirements per student for common educational applications along with the quality and performance requirements of these applications. Basic educational tools, such as



web browsing and YouTube, consume up to about 1 Mbps per student. However, moving up to more advanced educational technologies such as streamed classroom lectures and 2-way video teleconferences that use significantly more bandwidth per student, 4 Mbps and 7 Mbps, when combined with the basic educational tools. In addition, these advanced tools require not only more bandwidth but also strict broadband quality metrics that allow them to function properly, such as low latency and higher upload speeds.

FIGURE 5: BANDWIDTH DEMANDS FOR EDUCATIONAL TECHNOLOGIES PER STUDENT



In addition to high-speed Internet needs of traditional brick and mortar schools, the residents of Winter Park would see value in real time online educational platforms. Executives or retirees may engage in courses through online universities as students or professors. Creation of and participation in streamed online lectures require reliable, high-speed Internet access, and significant bandwidth.

Healthcare

Broadband is crucial for Winter Park's healthcare providers as they begin to leverage electronic medical records and other important capabilities of health IT, such as telehealth and electronic exchange of healthcare information. Each of these healthcare applications requires high performance broadband capability. Healthcare facilities currently maintain access to high-speed broadband services but beyond these organizations, the healthcare providers that have access to this type of service is unknown. Doctor's offices, clinics, and imaging centers all have growing broadband needs to ensure they stay connected as their organizations transition to the digital healthcare environment. For these smaller organizations, high-speed broadband becomes a critical need to fulfill their mission and provide for long-term success.



As a guide, the FCC has released minimum recommended broadband speeds for healthcare organizations, as part of its Healthcare Connect program. These speeds identified by Healthcare Connections should be considered minimum requirements and Winter Park's healthcare organizations should have access to more bandwidth if needed.¹⁶

Future needs of healthcare providers in Winter Park will continue to grow. As a guide, the FCC has released minimum recommended broadband speeds for healthcare organizations, as part of its Healthcare Connect program. These speeds identified by Healthcare Connect should be considered minimum requirements and Winter Park's healthcare organizations should have access to more bandwidth if needed.



Single Physician Practice – 4 megabits per second (Mbps)

- Supports practice management functions, email, and web browsing
- Allows simultaneous use of electronic health record (EHR) and high-quality video consultations
- Enables non real-time image downloads
- Enables remote monitoring

Small Physician Practice (2-4 physicians) – 10 Mbps

- Supports practice management functions, email, and web browsing
- Allows simultaneous use of EHR and high-quality video consultations
- Enables non real-time image downloads
- Enables remote monitoring
- Makes possible use of HD video consultations

Nursing home – 10 Mbps

- Supports facility management functions, email, and web browsing
- Allows simultaneous use of EHR and high-quality video consultations
- Enables non real-time image downloads
- Enables remote monitoring
- Makes possible use of HD video consultations

Rural Health Clinic (approximately 5 physicians) – 10 Mbps

- Supports clinic management functions, email, and web browsing
- Allows simultaneous use of EHR and high-quality video consultations
- Enables non real-time image downloads
- Enables remote monitoring
- Makes possible use of HD video consultations

¹⁶ <http://gcn.com/articles/2015/08/21/virginia-health-broadband.aspx>



Clinic/Large Physician Practice (5-25 physicians) – 25 Mbps

- Supports clinic management functions, email, and web browsing
- Allows simultaneous use of EHR and high-quality video consultations
- Enables real-time image transfer
- Enables remote monitoring
- Makes possible use of HD video consultations

Hospital – 100 Mbps

- Supports hospital management functions, email, and web browsing
- Allows simultaneous use of EHR and high-quality video consultations
- Enables real-time image transfer
- Enables continuous remote monitoring
- Makes possible use of HD video consultations

Academic/Large Medical Center – 1,000 Mbps

- Supports hospital management functions, email, and web browsing
- Allows simultaneous use of EHR and high-quality video consultations
- Enables real-time image transfer
- Enables continuous remote monitoring
- Makes possible use of HD video consultations

Community Support

In order for a community to thrive and grow, community support organizations must be in place. Organizations such as local chambers of commerce, human services organizations, churches, and other organizations that help connect people to the services they need in the community. These organizations traditionally access the needs and resources available in the community and collect the data necessary to help fill the gaps in services and investigate opportunities to solve community problems and issues.

Broadband plays a vital role in helping these types of organizations fulfill their missions. Whether it is as simple as a community church streaming their weekly service or the local chamber of commerce advertising their latest event through their web presence and email, broadband equips these organizations with one of the most critical communication tools necessary to ensure they are successful in their support roles.



Organizations that help connect people to the services they need in the community

- Local chambers of commerce,
- Human services organizations,
- Churches



Government and Public Safety

We live in a changing world where public safety agencies must address new threats and challenges both natural and man-made. Emergency Services departments such as Police and Fire have a requirement of mobile broadband access while in the field. These groups require consistent access to law enforcement and national crime data and must be able to access these systems in real time in a mobile environment.

As we look into the future, it is no longer enough for first responders to rely on a push-to-talk voice network for situational awareness. Police, fire, and emergency medical services play the central roles in emergency response. Mobile technology capable of sending and receiving bandwidth-intensive information can help first responders do their jobs much more effectively. These emergency response organizations need broadband networks that let them share streaming real-time video, detailed maps and blueprints, high resolution photographs, and other files that today's public safety and commercial wireless networks cannot handle, especially during major events or catastrophes.

Broadband technology and infrastructure is critical to the success of our first responders because it provides them with enhanced situational awareness in emergencies. By leveraging broadband networks, public safety organizations can gain access to site information, video surveillance data, medical information or patient records, and other information that would be useful in an emergency. These networks also support and improve 9-1-1 Public Safety Answering Points (PSAPs), response time, and efficiency by establishing a foundation for transmission of voice, data, or video to the responding entity.

New broadband technologies give first responders new tools to save lives. These tools include:

- Next-generation radio systems;
- Advanced security camera systems;
- Gunshot detection systems;
- Next-generation wireless systems;
- Body-worn cameras;
- Chemical, biological, radiological, nuclear, and explosives sensor systems; and
- License Plate Recognition camera systems.





Smart Community Innovations through Municipal Fiber Networks

As communities invest in fiber infrastructure, they are constructing foundational communications infrastructure required to support a multitude of technology based initiatives that require connectivity. These initiatives can include broadband services, collaboration opportunities, public safety applications, and future energy and utility management functions and features as outlined below.

Broadband Services

- Common backbone for all anchors
- City
- Schools
- Libraries
- Hospitals
- Clinics
- Public Safety
- Community Support
- Interconnection with service providers
- WiFi in public centers

IT Collaboration

- E-Government applications
- Bulk Internet purchasing
- Application sharing
- Disaster recovery
- EOC communications

Public Safety Applications

- Video monitoring
- First responder support
- Collaboration with state and federal agencies
- FirstNET preparedness

Future Energy and Utility Management

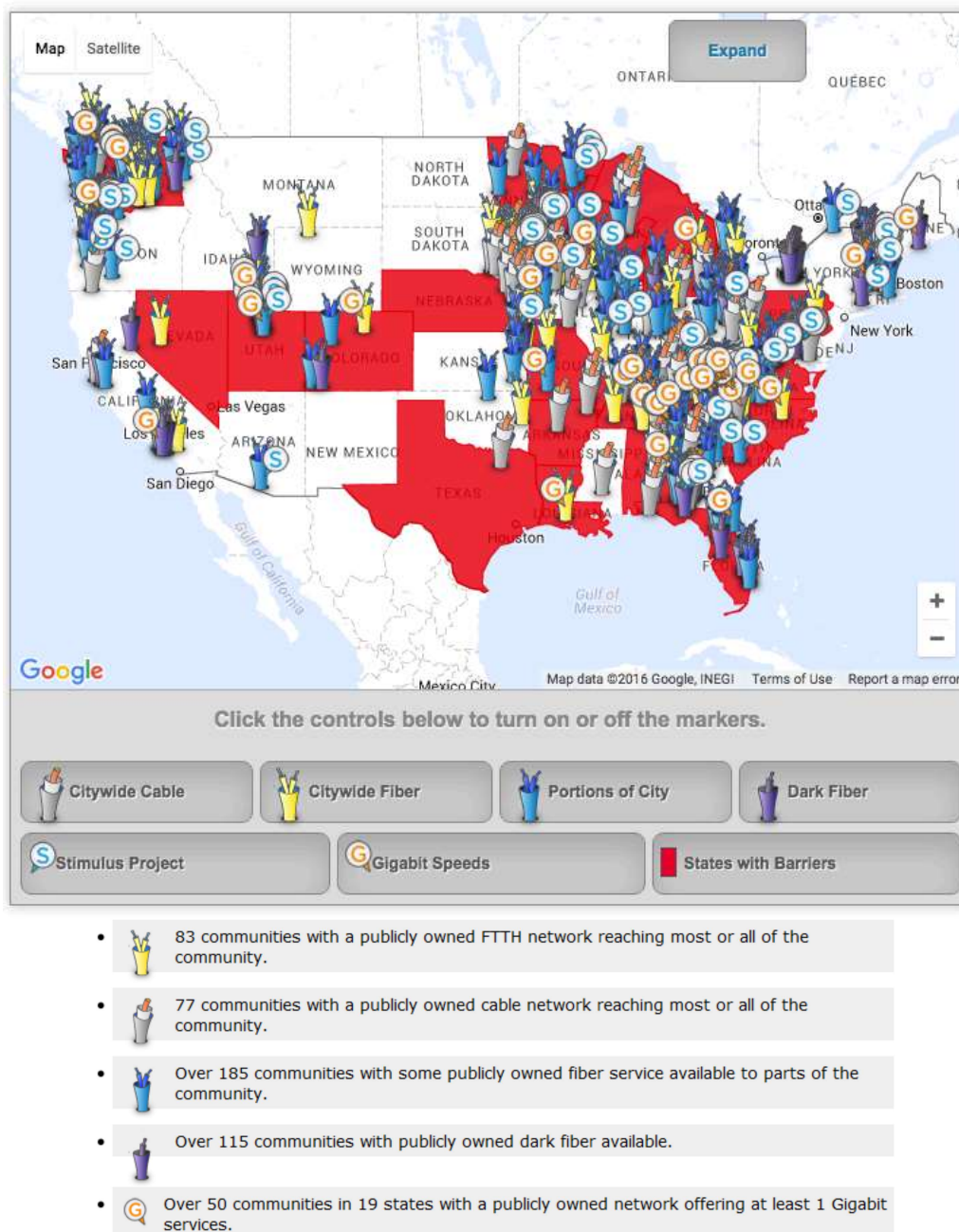
- Smart Grid and Demand Response
- Automated Meter Reading
- Advanced Metering Infrastructure
- SCADA communications and control



2.3 Municipal Broadband Trends

More and more communities are seeing the benefits of a community owned broadband network. As of October 2015, there are currently 450 communities across the U.S. with some variation of a community owned network. Figure 6 displays the current trends in municipal broadband across the country.

FIGURE 6: CURRENT TRENDS IN MUNICIPAL BROADBAND¹⁷



¹⁷ <http://www.muninetworks.org/communitymap>



Many municipalities are beginning to realize that investments in broadband infrastructure are a long term investment in the greater community. These assets will provide lasting benefits to the community affecting community anchors, residents, and businesses, while reducing the overall telecom spend of the region. Municipalities inherently have a need for connectivity, a need that will continue to grow as municipal operations continue to evolve and as the Internet of Things is more widely accepted. Many progressive urban municipalities have multiple providers and varying levels of broadband infrastructure, yet costs for high-speed fiber connectivity can be limited due to costs. These municipalities are making business cases to deploy community owned fiber networks to drive down recurring costs, to increase access to fiber infrastructure, and to support the greater needs of the community.

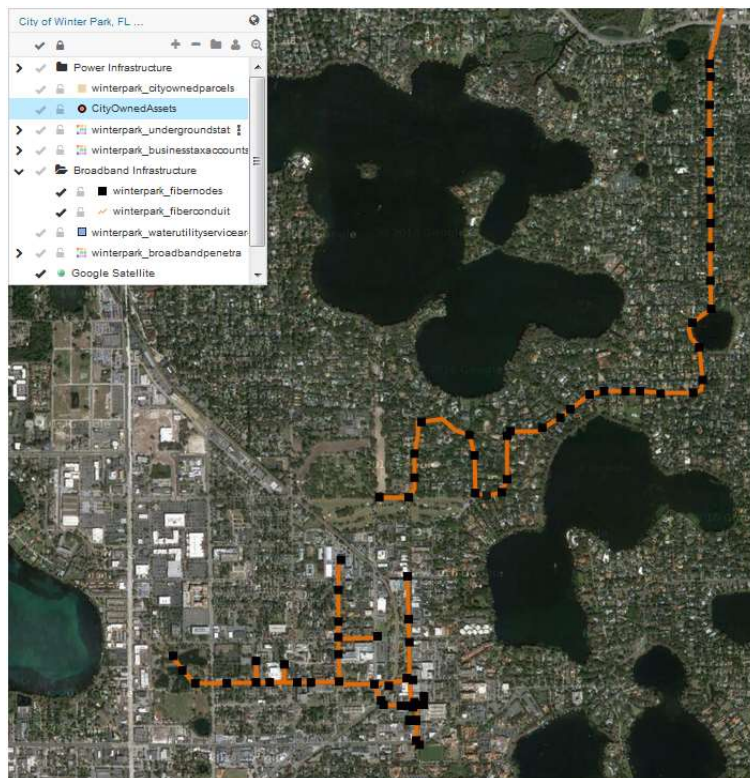
Municipalities that are rural in nature invest in broadband infrastructure to enhance the quality of life for its residents and to ensure that they can compete in the digital economy. Many rural communities lack basic broadband connectivity and competition for telecommunications services. Costs are high and services are poor. These are the driving factors for rural areas, which are very different from cities like Winter Park.



3. Winter Park's Fiber-Optic Network Background

In 2005, the City of Winter Park purchased Progress Energy's electric distribution system utilized to provide electric services to the residents and businesses of Winter Park. Ten years later, the City now has more than 14,000 electric customers throughout the electric service area. The City maintains some existing fiber, which is currently utilized to interconnect City facilities and sites providing traditional network connectivity and IT services in support of the City's operation, as depicted in Figure 7. – City Fiber.

FIGURE 7: CITY FIBER

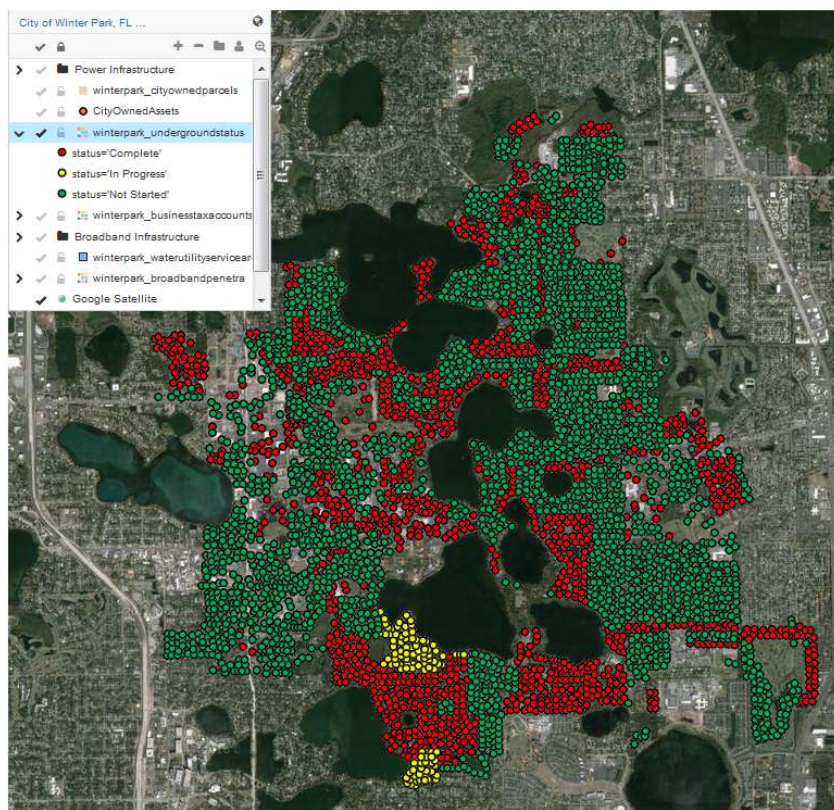


The City of Winter Park is several years into a multi-year undergrounding project which will underground all existing aerial electric distribution system assets. In some cases, the City has included additional underground communications conduit, supporting the vision for a City wide fiber-optic network capable of providing fiber services to every home and business within Winter Park. Figure 8 – Undergrounding Project Status represents the undergrounding status of neighborhoods throughout Winter Park – the legend is as follows:

Red – Complete
Yellow – In Progress
Green – Not Started



FIGURE 8: UNDERGROUNDING PROJECT STATUS





4. Winter Park Opportunity Assessment

The City of Winter Park has a significant opportunity to build a state of the art fiber-optic network throughout the City and the greater electric service territory. This network would be capable of driving efficiencies for the municipal and utility operations of the City, while providing great value to the community. The City would be able to capitalize on the greater electric undergrounding project, allowing the City to realize significant cost savings over more traditional deployment and construction methods.

The City of Winter Park would have to include conduit and fiber-optic cable going forward into all undergrounding projects and would have to go back to previously completed areas to reinstall conduit and fiber that may have been skipped in earlier sections of the City. In addition, the City has the ability to include the drop fiber or last mile connection to residential and commercial properties as it undergrounds the connection to the individual meters. This is a significant opportunity as well, and therefore, should be included in the project where possible.



5. Potential Broadband Uses

5.1 Municipal Operations

For Winter Park, development of a community broadband network will enable the City to own an asset that could have long-term positive impacts for the City and its surrounding community. Owning a community broadband network may allow Winter Park to improve internal operations, while increasing efficiencies and reducing costs. Municipalities are using these broadband networks across the US for various functions. Developing a community broadband network will allow Winter Park to use its network to benefit the City in the following ways:

1. Reduce overall telecommunications costs for Winter Park and protect the City from future telecommunications cost increases. The fiber-optic network will permanently remove a significant amount of recurring operating costs for the City.
2. “Future proof” Winter Park’s long-term communications needs, utilizing a technology platform that will provide greater efficiency, flexibility, and security.
3. Develop a high-speed communications platform that will supplement Winter Park’s existing wireless/cable services, increasing speed and functionality while allowing Winter Park to enable new high-bandwidth services such as surveillance, automated meter reading, and Voice over IP to name a few.
4. Provide enhancements to public safety and disaster recovery services utilizing a high-speed communications platform.
5. Enable new online services and communications between departments throughout the City.
6. Enable communications and programs between government organizations in Winter Park through an inter-connected communications network.

Connectivity to Facilities

A. Increased Bandwidth and Performance for New City Applications

As municipal operations become electronic and web-based, the City will require an infrastructure that supports the requirements of these applications. Efficiencies gained in network-based applications will only be possible if Winter Park has a high-speed, high-availability network. Moving toward cloud-based services will also require a network that can handle significant bandwidth needed for future services. Furthermore, new Voice over Internet Protocol (VoIP) applications or additional Voice over IP growth will require a high performance wide area network (WAN) with low latency, packet loss, and jitter.

B. Redundancy

As Winter Park becomes more reliant on the network for its operations, a network that provides a higher level of redundancy is critical. Implementation of a city-owned network will provide an enhanced level of redundancy for city operations.



C. Disaster Recovery Preparedness

In general, fiber-optic based municipal broadband networks provide a valuable asset to communities in times of emergency. For Winter Park, an underground fiber-optic backbone, owned and operated by the City, would provide stable communications during natural disasters as these networks are generally unaffected by environmental conditions. This would enable public safety, emergency operations, administration, utilities, and other departments to maintain communications and share information during emergency events. It would also provide a key asset that Winter Park's EOC could utilize for communications with the County, neighboring cities, and other government/community based entities in the area.

Water/ Wastewater Assets

There are several functions within the water/wastewater/stormwater utility that would benefit from the implementation of a municipal broadband network.

A. SCADA connectivity to water/wastewater/stormwater sites

Supervisory Control and Data Acquisition (SCADA) connectivity to Winter Park's pump and lift stations, tanks, and other water resources would provide direct fiber-optic capacity to these locations, allowing the Water Wastewater Utility Department to manage all of its water/wastewater/stormwater assets on a single, secure, and integrated network. Generally, for security purposes, there is a need to separate SCADA communications from other traffic on a municipal network. A city-owned network would allow for the Utility Department to maintain this separation through individual strands of fiber dedicated to the Department's operations, providing physical segmentation from other municipal networks. An underground fiber-optic network would also provide highly secure and redundant communications to the utility in the event of natural disasters, enabling the utility to maintain connectivity to its water/wastewater/stormwater resources in emergencies. The City would also be able to add further capabilities to these sites, including surveillance cameras, sensors, or other network based components.

B. Automated Meter Reading (AMR)

A community broadband network will allow the City to support AMR initiatives by establishing a backbone network for AMR data transport. The combination of a fiber-optic network infrastructure with wireless technology would provide the necessary components to transport data from customer meters back to the utility billing application, providing a true end-to-end AMR system.

A municipally owned network would also permit this traffic to be segmented from other applications on the network, ensuring that the AMR system maintains the high security requirements of SCADA and Utility resources.



Public Safety/ Surveillance

For public safety organizations, such as the City of Winter Park Police and Fire-Rescue Departments, a community broadband network would provide a fiber network which can be used to meet its needs as a provider of law enforcement and first responder services. The City of Winter Park's community broadband network will allow the integration of applications such as video surveillance, license plate recognition, sensors, and high-speed wireless at little to no additional cost for the transport of this valuable data.

A. Surveillance Cameras

Law enforcement agencies have long used video surveillance systems as both a means of capturing evidence of crimes in action as well as deterrence. Surveillance systems can be either passive (recorded) or active (monitored) or a combination of the two. Both types of systems have benefits and unique data transport requirements that are dependent on such features as frame rates, video resolution, and retention periods.

The City could leverage its community broadband network to create a system that provides ubiquitous video surveillance along with wireless components to transport data to central monitoring stations (police dispatch, traffic monitoring, etc.) and provide a higher level of security and safety to the residents of Winter Park.

B. License Plate Recognition Cameras

Advanced License Plate Recognition (ALPR) is a mass surveillance method that uses optical character recognition on images to read vehicle registration plates. They can use existing closed-circuit television or road-rule enforcement cameras, or ones specifically designed for the task. This technology is used by various police forces as well as a method of electronic toll connection on pay-per-use roads and cataloging the movements of traffic or individuals.

Fiber-optic infrastructure from the City's community broadband network would be a significant benefit for reducing the deployment costs and increasing the reliability of ALPR technology. ALPR can be used to store the images captured by the cameras as well as the text from the license plate, with some configurable to store a photograph of the driver. Systems commonly use infrared lighting to allow the camera to take the picture at any time of the day. Mobile ALPR use is widespread among US law enforcement agencies at the city, county, state, and federal level. According to a 2012 report by the Police Executive Research Forum, approximately 71% of all US police departments utilize some form of ALPR. Mobile ALPR is becoming a significant component of municipal predictive policing strategies and intelligence gathering, as well as for recovery of stolen vehicles, identification of wanted felons, and revenue collection from individuals who are delinquent on city or state taxes or fines, or monitoring for "Amber Alerts". Successfully recognized plates may be matched against databases including "wanted person", "protection order", missing person, gang member, known and suspected terrorist, supervised release, immigration violator, and National Sex Offender lists. In addition to the real-time processing of license plate numbers, ALPR systems in the US collect (and can indefinitely store) data from each license plate capture. Images, dates,



times, and GPS coordinates can be stockpiled and can help place a suspect at a scene, aid in witness identification, pattern recognition, or the tracking of individuals.

C. Sensors

Sensors and surveillance technologies include a wide range of systems, devices, and practices used by law enforcement and first responders to monitor and detect people, places, actions, or features. These technologies are predominantly electronic or optical and often interface with humans or network servers. The most utilized sensor is the video surveillance camera. However, new sensor technology has greatly expanded the options and tools available to police, corrections, and investigative officers, examples include: infrared and low-light vision cameras, body-worn cameras as part of a personal area network (PAN), gun shot detectors, chemical and biological detectors, and intelligent video surveillance systems.

i. Intelligent Video Surveillance

Intelligent Video Surveillance (IVS) takes traditional video surveillance to the next level. IVS is a solution where a video surveillance system captures video and automatically performs an analysis on the video. Video analysis techniques can include tasks such as motion and audio detection, camera tampering detection, people and vehicle counting, license plate recognition, dwelling, and virtual fencing. Applications that receive the raw video data and perform the analysis are known as Video Content Analysis or Video Analytics systems.

Not surprisingly, IVS systems require an enormous storage capacity to house the vast quantity of high-resolution video data necessary to exploit the power of IVS technology as well as a very robust network to transport the raw video footage back to the IVS servers.

ii. Gunshot Detection System

Gunshot detection systems use acoustic, optical, electro-optical, or other sensing technologies to identify, discriminate, and report gunshots to law enforcement immediately after a shot has been fired. A gunshot detection system is comprised of sensors to detect the gunshot, transmitters to relay a message to the law enforcement or public safety dispatch center, and a terminal to receive and display the message. When a signal arrives, the dispatcher decides whether or not to send a unit to respond to the signal. Gunshot detection systems cannot detect shots that are fired indoors or that are blocked by a building or other obstruction. The systems may be in boxes mounted on poles, camouflaged as birdhouses or rooftop vents, or otherwise obscurely located. Integration with camera systems that point in the direction of gunfire when detected is also a possibility and would be supported by Winter Park's network.

iii. Chemical, Biological, Radiological, Nuclear, and Explosive Sensors (CBRNE)

Post 9/11, law enforcement and public safety agencies continue to face new challenges unlike any other they have faced prior. The potential use of chemical, biological, radiological, nuclear, and explosives (CBRNE) as weapons of mass destruction has not only become a source of fear but also has become a real part of the terrorist threat. Law enforcement agencies must be



prepared to not only respond to these events but also implement countermeasures to detect these types of weapon agents prior to their use.

A CBRNE system would operate much like a Gunshot Detection system in that it would require field deployed sensor apparatus that would be connected either directly or wirelessly to Winter Park's network. A CBRNE system would alert central dispatch upon detection of a CBRNE agent allowing law enforcement and public safety to respond appropriately.

D. High-Speed Wireless

When utilizing the term Wireless it is important to understand that wireless encompasses more than simply WiFi. Although WiFi is the most well-known component of a public safety high-speed wireless system, it is just that, a single component of an overall system. As public safety technology advances and new applications and tools are implemented by the City, they will create a high demand for bandwidth on the network. The core fiber-optic network will be the backbone infrastructure for all wireless communications systems; aggregating all wireless communication data and transporting it back to the central data center.

Although the importance of communications and technology for first responders and law enforcement cannot be understated, it is widely-known that interoperability of communications and technology is one of their greatest challenges. Although, through the adoption of standards, things have gotten better and communications have improved, there still remains a large gap where more improvements are necessary. In many cases, first responders in the same jurisdiction utilizing communications equipment from the same vendor are not able to talk to each other. This issue has been around for many years but became most evident during the terrorist attacks of September 11, 2001. Due to these failures, measures were taken to improve interoperability, however their effectiveness was limited in nature.

Intelligent Traffic Systems

Intelligent Traffic Systems (ITS) are a conglomeration of synergistic advanced traffic control and analysis applications that provide information to traffic managers and engineers in an effort to improve traffic efficiency and facilitate safer, coordinated, and more intelligent decisions around traffic management. In addition to the well-known benefits of ITS, it also offers more intangible benefits such as reduced fuel consumption, reduced travel times, delay reductions, higher travel speeds, improved traffic flow, and greater traveler satisfaction.

Smart Communities

With a fiber network, Winter Park can take advantage of emerging technologies to enhance the well-being and efficiency of its community, reducing costs and resource consumption while more effectively engaging its citizens. Smart Communities are more efficient at responding to local and national challenges, and are able to position themselves to be more successful than other communities that do not leverage these new technologies.



Through the implementation of a wireless sensor network, which utilizes a fiber network infrastructure as a platform, Winter Park can take advantage of the rising popularity of the “Internet of Things” - technologies that monitor components of the area’s infrastructure in real time such as traffic networks, energy systems, and street lighting. By actively monitoring these systems in real time, the region can proactively adjust delivery of services to meet the needs of the community while reducing costs through optimized efficiency.

A. Smart Grid Utilities and Advanced Metering Infrastructure

Smart Grid technology allows for two-way communication between the utility and its customers, with networked sensors along the transmission lines making the grid smart. Like the Internet, the Smart Grid consists of controls, computers, automation, and new technologies and equipment working together, but in this case, these technologies work with the electrical grid to respond digitally to our quickly changing electricity demands.

Advanced Metering Infrastructure (AMI) is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between utilities and customers. Customer systems include in-home displays, home area networks, energy management systems, and other customer-side-of-the-meter equipment that enable smart grid functions in residential, commercial, and industrial facilities. The Smart Grid represents an unprecedented opportunity to move the energy industry into a new era of reliability, availability, and efficiency that will contribute to our economic and environment health. Smart Grid Utilities and AMI are highly reliant on high-speed communications and can be supported through community-owned fiber infrastructure.

B. Smart Trash Containers

Smart trash containers are an emerging technology successfully implemented in communities around the world. These systems rely on embedding refuse containers with wireless sensor technology to monitor and remotely alert when the containers are at capacity and need to be emptied. By alerting only when a container is full, this saves the staff time by not having to check or empty containers that are empty or only partially full. Additionally, data can be collected with regard to the rate the containers are reaching capacity and thus allow the waste management service providers to adjust their service in real time to better meet the needs of the community.

C. Smart Street Lighting Systems

The businesses and residents of Winter Park can benefit from the implementation of a Smart Street Lighting system. These systems employ high efficiency Light Emitting Diode (LED) technology to replace traditional incandescent bulbs. In power savings alone, LEDs have demonstrated to be 90% more energy efficient than traditional bulbs; however, simply replacing the existing bulbs with LEDs does not create an intelligent lighting system. The “smart” components refer to the system being able to adapt in real time to the movements of pedestrians, cyclists, and automobiles. These systems dim when no activity is detected and



brighten when people or vehicles are present. Additionally, smart street systems may transmit data, creating useful “Li-Fi” networks that can provide greater and more efficient coverage than current “WiFi” networks.

D. Street Temperature & Air Quality Sensors

By establishing an air quality monitoring system, the City of Winter Park can enhance their understanding of the quality of life within the community. Relationships between air pollutants and human health can be discovered by combining the data of air quality and health outcomes. By establishing early warning thresholds, health risks to the community can be reduced. Many studies on air quality monitoring employ expensive instrumentation to measure variations of air pollution on a large scale and covering vast geographic regions. The newer trend is to establish street-level monitoring systems that can report on areas that are more specific and generate more granular and accurate data.

Establishing a street-level monitoring system of air quality can assist in exploring fine-scale relationships between air pollutants and people. The sensors of a street-level monitoring system can capture fine-scale spatial-temporal variations of air quality and the information gathered can help local leaders gain a more realistic view of the quality of life in Winter Park.

5.2 Community Uses

Education

Education is increasingly reliant on high-speed broadband. In K-12 education, there is a push for online testing, web browsing tools, and the use of devices for each student. Online classes, YouTube, streamed classroom lectures, and 2-way teleconferences are driving demand in higher education. All of this combined makes education one of the largest users of broadband in a given city or town. In addition to K-12 education, a number of colleges and universities are located in Winter Park. The bandwidth needs for these institutions are substantial due to the sheer volume of students combined with the online educational tools and platforms utilized, making a fiber-optic network extremely valuable.

A. Video

There is a growing push to include video with online course offerings, especially in science courses. There is a face-to-face component for the instruction, in addition to online materials and testing. Adding to bandwidth needs, more content is being delivered in high definition.

B. 1-1 or BYOD Initiatives

Throughout the US, school districts are creating bring-your-own-device (BYOD) or one-to-one initiatives, where all students have a laptop or iPad to use at the same time in a classroom. Having all students connected and online at the same time extraordinarily increases bandwidth needs. These initiatives therefore rely heavily on reliable, secure connections.



Healthcare

Broadband is crucial for Winter Park’s healthcare providers as they begin to leverage electronic medical records and other important capabilities of health IT, such as telehealth and electronic exchange of health care information. Each of these healthcare applications requires high performance broadband capability. Winter Park’s hospitals and other healthcare facilities currently maintain access to high-speed broadband services but beyond these organizations, the healthcare providers that have access to this type of service is unknown. Doctor’s offices, clinics, and imaging centers all have growing broadband needs to ensure they stay connected as their organizations transition to the digital healthcare environment. For these smaller organizations, high-speed broadband becomes a critical need to fulfill their mission and provide for long-term success.

A. Big Data Opportunities

Sciences, such as environmental health and biotech, research in the computation of aggregated inputs and data points, and the burgeoning fields of robotics and holographic visualization are all growing. As “big data” research, simulation labs, and curriculum are growing in importance, as are the importance of joint collaborations.

B. Telehealth

Remote aspects of healthcare, both monitoring and acute care, increase demand on bandwidth through the use of robotics and haptic devices. All telehealth fields are growing, including teletherapy and telepsychiatry, with universities and colleges needing real time access to licensed counselors for interventions. Policies in remote imaging, cardiology, and transmission of Electronic Health Records are expected to increase demands further with needs for low latency becoming increasingly critical.

“Aging in place” is a term used to describe seniors living in the place of their choice for as long as possible, while getting the services they require and all needs met without moving in with children or being placed in a nursing or assisted living facility. New gadgets and technological advancements have been made to make “aging in place” easier and more attainable for the growing population of seniors. Home-based telehealth, or home health monitoring solutions, keep physicians in touch with patients and monitor their health without visiting an office. There have been other advances including but not limited to fall detection systems, wearable sensors that collect real time health data, and stove guards.¹⁸ Reliable, high-speed Internet access is required for these new technological advances, and the retirees of Winter Park would see value in being able to utilize these products and services.

¹⁸ <http://aginginplace.com>



Economic Development

Accessible, affordable, and reliable broadband service is a key economic development tool to attract and retain businesses in Winter Park. In many cases, bandwidth consumption outpaces the broadband speeds local businesses are able to purchase and upgrading is often times not an option due to the prices businesses are able to afford, as well as other IT related factors. When these broadband services cannot “keep up” with business needs, businesses lose productivity and efficiency; affecting their bottom line and making them less competitive with regions having more widely deployed and affordable broadband services. This will eventually result in a less competitive business market from an economic perspective. It also leads to retention issues as businesses that are not able to gain efficiencies with their existing broadband services will, in many cases, move operations to communities that have more availability of these services.

Reducing Taxpayer Spending

Improving public efficiency and effectiveness should reduce the costs of government to the local taxpayer. If employed effectively, the City’s broadband initiatives can become a tool that facilitates cost reductions, not only for the City itself but also for other public organizations across the City, including schools, libraries, and other community organizations. An inter-governmental network connecting these public organizations should consolidate the purchasing power of all agencies for common information technology and communications services, resulting in lower overall costs. The network can also “futureproof” the connectivity needs of these public agencies and protect them from cost increases, as they require additional bandwidth.

Supporting Reliability and Performance

The City’s community broadband network can be used to support the reliability and performance of broadband services across Winter Park. These assets can be employed to provide new physical route diversity to the networks of existing broadband service providers and increase capacity in existing routes. They can be used to increase backhaul capacity in areas of the City that are near, or at their limit, and equip more commercial cellular assets with dark fiber connectivity, increasing the bandwidth available to mobile carriers serving Winter Park’s wireless needs. Community anchors can utilize these assets to achieve significant upgrades in speed and connectivity between their facilities as well as diversity for their primary connectivity.

Improved Cellular – Distributed Antennae Systems

A Distributed Antenna System (DAS), or small cell technology, is a network of smaller, spatially separated antenna nodes connected to a common source via a transport network that provides wireless service within a geographic area or structure. DAS antenna elevations are generally at or below the clutter level of nearby trees and buildings. A DAS network splits the transmitted signal among several smaller antennas. DAS networks are effective in areas with difficult topography, structural impediments (e.g. buildings, or within buildings), or in locations where,



for a variety of reasons, it is not optimal to build traditional cell tower or monopole infrastructure. DAS is also becoming the preferred infrastructure for high bandwidth mobile voice and data services. As speeds continue to increase and more mobile voice and data services are available, DAS networks are proven to scale more cost effectively than traditional tower infrastructure-based networks.

Los Angeles has recently announced “that it is outfitting 100 streetlights with a type of networking gear called small cells in an effort to start improving cell phone coverage. Called SmartPoles, the streetlights are part of a collaboration between LED lighting giant Philips and telecom equipment giant Ericsson...They’re cheaper to rollout than big cell towers and deliver faster connectivity. ” This project in Los Angeles does not have any data back yet on success, but “they’re meeting or exceeding expectations of wireless carriers,” said Herzig, Phillips global strategic partners manager.¹⁹ For Winter Park, DAS infrastructure could be deployed throughout the City as a means of enabling ubiquitous wireless for current and future applications. Because DAS can be accommodated on smaller tower infrastructure consisting of monopoles, utility poles, street lighting, and rooftops, an array of these smaller structures will increase the delivery of cellular services that are otherwise lacking today.

Fiber-to-the-Home (FTTH)

The City of Winter Park's community broadband network could facilitate the delivery of Fiber-to-the-Home (FTTH) services to businesses and residents throughout the community. FTTH is the delivery of high-speed Internet access, television, telephone, and wireless service over a single system. The fiber-optic network will be designed to provide a medium to transport all content simultaneously to end users, without bandwidth limitations. Residents and businesses will receive the latest entertainment and content in an integrated service offering that combines Smart Home technologies, communications services, and entertainment offerings. Residents of Winter Park must have the same quality of services in their homes that they receive in their businesses. Winter Park's network will allow residents to receive up to 1 Gbps broadband service, if required. This is an important marketing aspect for Winter Park and although most residents do not need these staggering speeds today, applications of the future will require significant bandwidth and 1 Gbps to the home will quickly become a reality for many residents. Understanding this, the Winter Park network will be designed to support this critical feature, allowing the community to scale appropriately with the latest technologies available to residents. Winter Park's FTTH network will ensure that 1 Gbps service is available to all residents across the community. Layered on top of this broadband infrastructure will be the latest content from HD and Super-HD television networks, online video streaming services, and Smart-TV enabled content providers. Broadband Internet service will also be provided on top of FTTH connections to residents, enabling high-performance Internet access to homes across the community and integration with Internet-based Smart Home applications. In addition,

¹⁹ <http://www.forbes.com/sites/aarontilley/2015/11/05/los-angeles-becomes-first-city-to-test-the-future-of-wireless-connectivity-with-small-cells-on-streetlights/#7e55e24153ad>

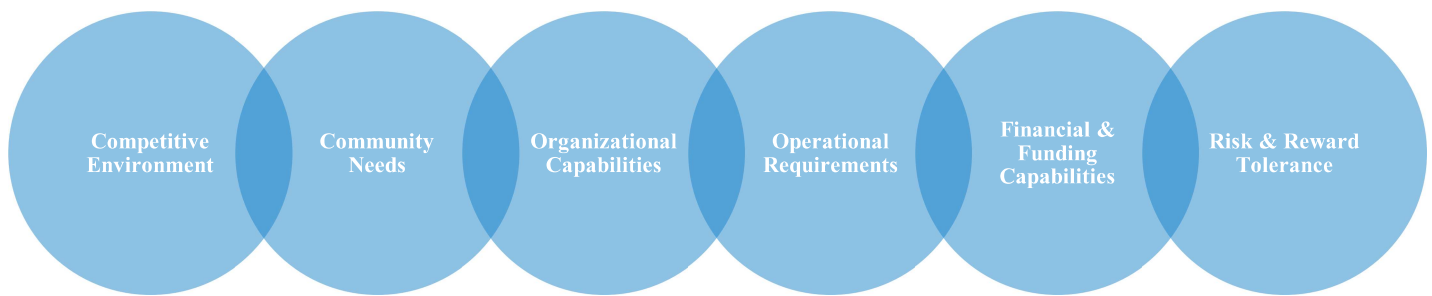


advanced voice services will be enabled through the FTTH connection, enabling home phone service for residents who want to maintain land line telephones in their residences.

6. Municipal Business Models

Selecting the right broadband business model for a local government depends highly on a number of factors that will dictate the most appropriate option for the organization. These include competitive and market factors that define what options fit well within the current environment, organizational and operational capabilities of the local government and financial and risk factors that determine what risks, rewards, and funding commitments an organization is willing to make to a broadband initiative.

FIGURE 9: INPUTS TO SELECTING THE RIGHT BROADBAND BUSINESS MODEL



The commonly implemented business models fall on a continuum that ranges from low risk, low investment options to higher risk, high investment options. Figure 9 illustrates this continuum. As a local government evaluates the various business model options along the continuum, it will encounter greater degrees of risk and reward; risk, in terms of financial, operational, and regulatory risk; reward, in terms of community benefits, revenue generation, and overall potential for profit. In addition, moving “up” the continuum also implies greater local government participation in the delivery of broadband services. Public policy and infrastructure only options are considered “passive” business models, whereby the government does not operate a broadband network versus Public Services Providers, Open Access Providers, and Retail Provider Options, whereby the government operates a broadband network. Public-private partnerships are not classified as a particular business model but instead fall along the continuum because these partnerships take many forms. Local governments must determine which business models meet their organization’s risk/reward tolerance to achieve the community’s broadband goals.

In many cases, multiple options may be selected by an organization; however, in some cases, a local government will not utilize multiple models, as they may conflict for one another. For example, local governments generally utilize public policy with any of the business models, as the policies implemented by a local government will complement all of the other business model options. Conversely, a local government would not likely implement a retail model and public-private partnerships together, as these would lead to competition between the local



government and one or more private partners. Next, is a description of each business model and examples of local governments that have implemented them.

6.1 Policy Participation Only

Public policy tools influence how broadband services are likely to develop in the community. This includes permitting, right of way access, construction, fees, and franchises that regulate the cost of constructing and maintaining broadband infrastructure within its jurisdiction. This option is not considered a true business model, but does significantly affect the local broadband environment and is therefore included as one option. Municipalities that do not wish to take a more active role in broadband development often utilize policy participation to positively impact the local broadband environment.

Example: Santa Cruz County, CA

The Santa Cruz County board of supervisors in November 2013 approved an eight-month timeline to overhaul its broadband infrastructure plans and regulations. Specific areas of focus include permitting fee reductions and a proposed "dig once" ordinance that would make it easier to install new fiber-optic cables during other work on area roads or utilities lanes. "The County will continue a focus on broadband infrastructure throughout the county to enable businesses to function in the digital era, and students and households to have high quality access to information and communication. The County will work with industry providers to develop a Broadband Master Plan in order to identify focus areas within the county that will be most suitable for gigabyte services, particularly as the Sunesys backbone line is constructed during 2014 and 2015. The County will work with service (last mile) providers to ensure that these focus areas are deemed a priority, in order to support streaming requirements, product development, job creation, and online selling capability."

6.2 Infrastructure Provider

Municipalities lease and/or sell physical infrastructure, such as conduit, dark fiber, poles, tower space, and property to broadband service providers that need access within the community. These providers are often challenged with the capital costs required to construct this infrastructure, particularly in high cost urbanized environments. The utility infrastructure provides a cost effective alternative to providers constructing the infrastructure themselves. In these cases, municipalities generally use a utility model or enterprise fund model to develop programs to manage these infrastructure systems, and offer them to broadband service providers using standardized rate structures.

Example: City of Palo Alto, CA

In 1996, Palo Alto built a 33-mile optical fiber ring routed within the city to enable better Internet connections. "Since then, we have been licensing use of this fiber to businesses. For the past decade, this activity has shown substantial positive cash flow and is currently making in excess of \$2 million a year for the city. We now have that money in the bank earmarked for more fiber investments."



6.3 Government Services Provider

Municipalities that become a government service provider will utilize a fiber-optic network to interconnect multiple public organizations with fiber-optic or wireless connectivity. These organizations are generally limited to the community anchors that fall within their jurisdiction, including local governments, school districts, higher educational organizations, public safety organizations, utilities, and occasionally healthcare providers. The majority of these anchors require connectivity and often, the municipal network provides higher capacity at lower costs than these organizations are able to obtain commercially. Municipal and utility networks across the country have been built to interconnect cities, counties, school districts, and utilities to one another at lower costs and with long-term growth capabilities that support these organizations' future needs and protect them from rising costs. In these cases, government service providers may be cities, counties, or consortia that build and maintain the network. The providers utilize inter-local agreements between public agencies to establish connectivity, rates, and the terms and conditions of service.

Example: Seminole County, FL

Seminole County owns and operated a 450-mile fiber-optic network that was installed over the past 20 years by the County's Public Works department primarily to serve the needs of transportation. Since that time, the network has grown to connect the majority of the county's facilities, five cities within Seminole County, Seminole Community College, Seminole County Schools, and other public network to a common fiber-optic backbone. The network has saved millions of dollars in taxpayer dollars across the county and has become a long-term asset that enables the county and the other connected organizations to meet their growing connectivity needs.

6.4 Open-access Provider

Municipalities that adopt open-access generally own a substantial fiber-optic network in their communities. Open-access allows these municipalities to "light" the fiber and equip the network with the electronics necessary to establish a "transport service" or "circuit" to service providers interconnecting with the local network. Service providers are connected from a common interconnection point with the open-access network and have access to all customers connected to that network. Open-access refers to a network that is available for any qualified service providers to utilize in order to connect their customers. It allows municipalities to provide an aggregation of local customers on a single network that they are able to compete for and provide services. The concept of open-access is designed to enable competition among service providers across an open network that is owned by the municipality. The municipality retains neutrality and non-discriminatory practices with the providers who operate on the network. The municipality establishes a standard rate structure and terms of service for use by all participating service providers.



Example: City of Palm Coast, FL

In 2006, the Palm Coast City Council approved a 5-Year fiber-optic deployment project funded at \$500,000 annually for a total investment of \$2.5 million. The network was developed to support growing municipal technology needs across all public organizations in the area, including city, county, public safety, and education. It was also planned to support key initiatives such as emergency operations, traffic signalization, collaboration, and video monitoring. The city utilized a phased approach to build its network using cost-reducing opportunities to invest in new fiber-optic infrastructure. As each phase was constructed, the city connected its own facilities and coordinated with other public organizations to connect them; incrementally reducing costs for all organizations connected to the broadband network. Showing a reasonable payback from each stage of investment allowed the city to continue to fund future expansion of the network. Through deployment of this network, the city has realized a savings of nearly \$2 million since 2007 and projects further annual operating savings of \$350,000 annually. In addition to these savings, the city's network provides valuable new capabilities that enhance its mission of serving the residents and businesses of the community, while generating over \$500,000 annually in new outside revenue generated from use of the network.

6.5 Retail Service Provider – Business Only

Municipalities that provide end users services to business customers are considered retail service providers. Most commonly, municipalities provide voice and Internet services to local businesses. In many cases, a municipality may have built a fiber network for the purposes of connecting the city's primary sites that has been expanded to connect local businesses, in effort to support local economic development needs for recruitment and retention of businesses in the city. Municipalities that provide these services are responsible for managing customers at a retail level. They manage all operational functions necessary to connect customers to the network and providing Internet and voice services. Municipalities compete directly with service providers in the local business market, which requires the municipality to manage an effective sales and marketing function in order to gain sufficient market share to operate at a break-even or better.

Example: Fort Pierce Utilities Authority

Primary FPUAnet services are Dedicated Internet Access, Fiber Bandwidth Connections, E-Rate IP Links, and Dark Fiber Links. FPUAnet services also include Wireless Broadband Internet and Wireless Bandwidth Connections, which extend FPUA's fiber through wireless communications. The FPUAnet Communications mission statement is "To help promote economic development and meet the needs of our community with enhanced, reasonably priced communications alternatives." It all began around 1994, when FPUA began to build a fiber-optic network to replace leased data links between its buildings in Fort Pierce. The new optical fiber system proved more reliable and cost effective, and was built with sufficient capacity for external customers. In 2000, FPUA allocated separate fibers through which it



began to offer Dark Fiber Links to other institutions. This soon expanded to include businesses and more service types.

6.6 Retail Service Provider – Business & Residential

Municipalities that provide end user services to businesses and residential customers are considered retail service providers. Most commonly, municipalities provide voice, television, and Internet services to their businesses and residents through a municipally owned public utility or enterprise fund of the city. As a retail service provider that serves businesses and residents, the municipality is responsible for a significant number of operational functions, including management of its retail voice, television and Internet offerings, network operations, billing, provisioning, network construction, installation, general operations, and maintenance. The municipality competes with service providers in the business and residential markets and must be effective in its sales and marketing program to gain sufficient market share to support the operation. Many municipalities that have implemented these services are electric utilities that serve small to midsize markets. Many of these markets are rural or underserved in areas that have not received significant investments by broadband service providers. Retail service providers must comply with state and federal statutes for any regulated telecommunications services. These organizations must also comply with state statutes concerning municipal and public utility broadband providers; a set of rules has been developed in most states that govern the financing, provision, and deployment of these enterprises.

Example: Bristol Virginia Utilities (BVU OptiNet)

BVU OptiNet is a nonprofit division of BVU, launched in 2001, that provides telecommunication services to approximately 11,500 customers in areas around Southwest Virginia. OptiNet is known for its pioneering work in the area of municipal broadband throughout the area. BVU is acknowledged as the first municipal utility in the United States to deploy an all-fiber network offering the triple play of video, voice, and data services. Offering digital cable, telephone service, and high-speed Internet from a remote-area utility provider makes BVU exceptional, even on a global level.

6.7 Public Private Partnership

A broadband public-private partnership is a negotiated contract between a public and private entity to fulfill certain obligations to expand broadband services in a given area. In recent years, PPPs have been increasingly implemented as more municipalities employ public broadband and utility infrastructure in conjunction with private broadband providers. PPPs leverage public broadband assets, such as fiber, conduit, poles, facilities with private broadband provider assets, and expertise to increase the availability and access to broadband services. Municipalities forgo the “getting into the business” of providing retail services and instead, make targeted investments in their broadband infrastructure, and make it available to private broadband providers with the goal of enhancing their communities. In this type of model, the City would be considered an Infrastructure Provider who maintains permanent ownership



interest in the broadband infrastructure (e.g., conduit and perhaps dark fiber) that is funded by the City for a “piece of the action”, generally a negotiated revenue share paid by the provider.

Example: The Covenant of Rancho Santa Fe, CA

The Covenant of Rancho Santa Fe (RSF) was established in 1928 as a country residential community located in San Diego County, CA. Today it is one of the most exclusive, beautiful, and desired rural communities in the country. The community includes a world class golf course and over 1,800 homes with an average home price of approximately \$3 million. Rancho Santa Fe is home to many famous people including movie stars, politicians, sports figures, and corporate executives/CEOs. Several years ago, RSF requested an upgrade to its telecommunications facilities, specifically asking for a FTTH build. Its incumbent providers agreed, however requested that RSF pay the capital required to build out the network which was estimated at \$20 million at the time. The RSF Board declined their offer, and instead undertook a FTTH Feasibility Study that outlined the options available to bring fiber based service offerings to its community. Since the study was completed, RSF has decided to self fund the buildout, maintaining long-term ownership of this very important community asset, and has embarked on the process to develop a Public Private Partnership. RSF has identified numerous potential partners that would operate the network while providing its residents, businesses, and anchors with state of the art fiber based telecommunications services. RSF is currently negotiating the partnership with the selected partner and the network is due to be operational in 2017/2018.



FIGURE 10: COMPARISON OF MUNICIPAL BROADBAND BUSINESS MODELS

Comparison of Municipal Broadband Business Models							
	Government Passive Models			Government Active Models			
	Public Policy Only	Infrastructure Only	Public-Private Partnerships	Public Services Provider	Open Access Wholesale	Retail Provider Business-Only	Retail Provider Residential & Business
Services Provided	None	Dark Fiber Only	None	Dark Fiber, Transport, Internet, Phone	Transport	Internet & Phone	Internet, TV, Phone & Value-Added Services
Customers	None	Broadband Providers	None	Public Organizations Only	Broadband Providers	Businesses	Businesses & Residents
Funding Required	Low	Moderate	Low to High	Moderate	Moderate	High	High
Competing with Broadband Providers	No	No	No	No	No	Yes	Yes
Operational Requirements	Low	Low	Low	Low	Moderate	High	Very High
Regulatory Requirements	Low	Low	Low	Low	Moderate	High	Very High
Revenue Generation	Low	Low	Low to High	Low	Moderate	High	Very High
Operational Costs	Low	Low	Low	Low	Moderate	High	Very High
Financial Risk	Low	Low	Low	Low	Moderate	High	Very High
Execution Risk	Low	Low	Moderate	Low	Moderate	High	Very High



7. State of Florida – Policy Environment

The State of Florida has specific legal barriers in place that will affect Winter Park’s ability to provide retail telecommunications services directly to its residents and businesses.

State Policy

Article VIII, Section 2(b) of the Florida Constitution establishes the framework for municipal home rule:

Municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

According to an explanation of this constitutional provision in the *Florida Municipal Officials’ Manual* published by the Florida League of Cities, “before [the Constitution was amended in] 1969, a municipality could do only those things which it was **clearly authorized** to do ... after 1969, a municipality may do **anything** which it is **not prohibited** from doing.” (emphasis in original)²⁰

The Municipal Home Rule Powers Act, enacted in 1973, is codified at Chapter 166, Florida Statutes. The Act includes a definition of “municipal purposes” that is used but not defined in the Constitution. By law, those purposes are “any activity or power which may be exercised by the state or its political subdivisions.”²¹

Also, as described in the League of Cities publication, “in decisions since 1973, the Supreme Court has consistently respected the home-rule principle ... The Legislature is ultimately supreme, still, in that it may restrict the powers of municipal self-government by erecting specific prohibitions. Absent such prohibitions, however, municipal officials may exercise any power, so long as it be for a municipal purpose.”²²

Section 166.047 of the Florida Statutes authorizes municipal telecommunications companies to obtain or hold a certificate pursuant to Chapter 364, Florida Statutes (regulation of telecommunications companies by the Florida Public Service Commission). Obtaining such a certificate must serve a municipal or public purpose under home rule powers established in the constitution. Also, the municipality must adhere to conditions enumerated in the statute. The conditions include:

- Separate accounting for revenue and expenses, property, and source of investment dollars associated with the services;
- “Level playing field” and non-discriminatory imposition of the same local regulations on the municipal companies as applied to other telecommunications companies; and,

²⁰ Florida League of Cities, *The Florida Municipal Officers’ Manual* (2013), p. 8.

²¹ Section 166.021(2), Florida Statutes.

²² Florida League of Cities, *The Florida Municipal Officers’ Manual* (2013), p. 8.



- Payment of ad valorem taxes or fees in amounts equal thereto.

The City of Winter Park does not currently hold any certificated status from the State, and therefore would be prohibited from offering retail services as a telecommunications provider. Should the City of Winter Park decide that retail services is the most optimal business model, it would have to file with the State of Florida Public Services Commission (PSC) and would have to follow several of the provisions of Section 350.81, as noted below.

Section 350.81 of the Florida Statutes imposes procedures and certain operating practices for counties, cities, or other specified governmental entities that sell cable or telecommunications service, including wireless service. These terms are specifically defined²³ as follows:

- “‘Communications Services’ includes any ‘advanced service,’ ‘cable service,’ or ‘telecommunications service’ and shall be construed in the broadest sense”;
- “‘Advanced service’ means high-speed-Internet-access-service capability in excess of 200 kilobits per second in the upstream or downstream direction²⁴, including any service application provided over the high-speed-access-service or any information service as defined in 47 U.S.C. Section 153(20)”;
- “‘Cable service’ is defined using the definition in the FCC’s governing statutes at 47 U.S.C. Section 522(6);
- “‘Telecommunications services’ means the transmission of signs, signals, writing, images, sounds, messages, data, or other information of the user’s choosing, by wire, radio, light waves, or other electromagnetic means, without change in the form or content of the information as sent and received by the user and regardless of the facilities used, including without limitation, wireless facilities.”

Section 350.81 of the Florida Statutes includes numerous requirements and steps, which while extensive in length are generally reasonably applied to communications services offered by governmental entities. They include:

1. The governmental entity must hold no less than two public hearings with specified forms of notice “to consider whether the governmental entity will provide communications services”. The notice must include the service the governmental entity believes is not currently being adequately provided, and the area in which it is to be provided. The governmental entity must notify all telecommunications providers, and provide them opportunity to appear and be heard.
2. At the public hearing the governmental entity must consider, at a minimum, five things:

²³ Section 350.81(1), Florida Statutes.

²⁴ This is the original FCC definition of “internet access” from the dial-up modem era, and has been substantially superseded by subsequent FCC re-definition, including the current definition which is 25 Mbps upstream, and 3 Mbps downstream.



- a. Whether the service proposed to be offered is available in the community, and if so, whether it is generally available;
 - b. Whether a similar service is available in the community, and if so, whether it is generally available;
 - c. If the same or similar service is not currently offered, whether a service provider proposes to offer the service, and what assurances the service provider is able to make in that regard;
 - d. The capital investment and realistic cost of operations required for the governmental entity to provide the service, realistic revenues and expenses using full cost accounting, and the proposed method of financing; and,
 - e. The public and private costs and benefits of providing the service by a private entity vs. a governmental entity, including the effect on existing and future jobs, actual economic development, tax base growth, education, and public health.
3. The governmental entity must make available to the public for the hearing a written business plan, which encompasses:
 - a. The projected number of subscribers to be served;
 - b. The geographic area to be served;
 - c. The types of services to be provided;
 - d. A plan to ensure that revenues exceed operating expenses and payment of principal and interest within four years;
 - e. Estimated capital and operational costs and revenues for the first four years; and,
 - f. Projected network modernization and technological upgrade plans, including estimated costs.
4. The governmental entity may then authorize provision of the service by a majority recorded vote.
5. The governmental entity may issue bonds to finance the capital costs but may only pledge service revenues from the service area. Revenue bonds are not subject to approval by electors if the bonds mature within 15 years.
6. Pricing of communications services cannot be subsidized by monies from other non-communications services, e.g., municipal electric.
7. Separate and accurate books and records must be maintained, and available for audit under applicable law. A cost allocation plan for direct and indirect costs must be developed in accordance with OMB Circular A-87. An enterprise fund must be established for the communications service operations, as well as separate operating and capital budgets for these services.
8. The governmental entity may not use powers of eminent domain solely or primarily for the purpose of providing communications services.
9. The governmental entity shall conduct an annual review at a formal public meeting to assess progress toward reaching business plan goals.
10. If after four years of operations revenues do not exceed costs, the governmental entity must hold a public hearing to determine what action to take.
11. If Cable TV services are being provided, then requirements of FCC rules and the Cable Communications Policy Act of 1984 must be observed.



12. If telecommunications or advanced services are being provided, then requirements of the Florida PSC, other applicable state rules and regulations, and FCC rules and regulations must be observed.
13. The governmental entity may not use its powers in any area to require residents to use or subscribe to any particular services.
14. A governmental entity must apply its ordinances, rules and policies, and exercise authorities under state and federal laws without discrimination to itself, regarding the provision of communications services.



8. Winter Park Opportunities/Business Model

The City of Winter Park must identify how it will utilize a municipal fiber-optic network to bring next-generation broadband services and overall community value to the residents and visitors of the City. The City must identify the business model that is the most appropriate, aligns with the vision of the community and its leadership, and one that fits organizationally into the City's municipal operation. While many communities strive to be a full functioning provider of retail services, it comes with significant challenges such as the various restrictive regulatory issues in the State of Florida that have been identified in the previous section - Section 7: State of Florida Policy Environment.

Due to the onerous restrictions placed upon municipalities in the State of Florida, and due to the competitive nature in Winter Park, Magellan Advisors believes it is in the City's best interest to focus its efforts initially on the buildout of a fiber-optic backbone throughout the City, then begin to layer on additional lit transport services when the needs arise.

The opportunities outlined below begin with low cost/no cost tasks such as formalizing processes and public policy to support the development of a dark fiber and conduit leasing program, the construction of a municipal backbone network, potential options to layer on lit transport and other data center centric offerings, and outlining the potential for a grander deployment under a Public-Private Partnership (PPP) framework. This document provides an outline and the steps the City should take to develop a true broadband program.

The City would initially buildout the backbone network throughout all major City corridors, connecting Winter Park facilities and specific community interests, while providing opportunities to build off the backbone to interconnect new areas of the City as opportunities arise. This network could be expanded to any area or subscriber type given the right scenario. A residential community seeking access to the network could decide to build FTTH infrastructure throughout, if this is something the property owners have decided. From a residential perspective, this allows finite control over how services are provided and puts the local residents and property owners in control. The City could take immediate advantage of implementing a Broadband Infrastructure Program which provides City owned assets to the market and will support the coming 5G/small cell deployment opportunities.

This will provide great positive impact to the community, while leaving substantial fiber capacity that could be leveraged to support the municipal and utility operations of the City well into the future. This additional capacity will help "future proof" Winter Park, allowing the City to take advantage of future technologies that require robust connectivity, at little incremental cost. Further, buildout of the backbone fiber will allow the City to make strategic investments in the community using a phased implementation approach.



8.1 Formalize Broadband Friendly Public Policy

Magellan believes that Winter Park's most immediate strategy to encourage broadband infrastructure growth will be to create a formalized broadband-friendly public policy. In meetings with City staff, it was discovered that many progressive broadband-friendly considerations are clearly already in place within the City, however they are on an informal basis. During many development projects, conduit and fiber is given consideration, however this is not through a formal adopted policy or practice.

In support of this strategy, the City of Winter Park should immediately look to implement broadband-friendly public policy tools. These policy tools influence how broadband services develop throughout the community and show the community and prospective newcomers that Winter Park is serious about promoting broadband growth and accessibility.

What are Broadband-Friendly Public Policies?

Broadband-friendly public policies are tools that municipalities can formalize to encourage broadband infrastructure growth. These include many items that are already informally performed by Winter Park, such as practices that reduce the duplication of effort and minimize the cost associated with installing utility and broadband infrastructure within its jurisdiction. Below is a list of ways that Winter Park can encourage broadband development through the adoption of broadband-friendly policies:

- Evaluate fees levied on broadband providers for constructing broadband infrastructure to ensure they do not discourage broadband investment.
- Develop methods to streamline the broadband permitting processes within public rights-of-way to ensure broadband providers do not face unnecessary obstacles to building infrastructure.
- Develop a process so that Community Development, Public Works, and Utility Departments work with City IT to identify projects that could include broadband infrastructure at reduced costs.
- Identify opportunities to install broadband infrastructure in conjunction with public and private construction projects.
- Maintain broadband infrastructure specifications in a city-owned GIS-based fiber management system, requiring updates as built, and implement processes for maintaining accurate documentation.
- Adopt policies that incorporate broadband as a public utility and create a policy framework to promote its deployment in public and private projects as appropriate.
- Draft policies to Winter Park's specific needs and adopt them into local policy, codes, and standards (including dig-once, joint trenching, engineering standards, ROW utilization and wireless ordinances, etc.).
- Incorporate broadband concepts into Winter Park's Capital Improvement Plans (CIP), as appropriate, and make a commitment to fund broadband infrastructure.



Comprehensive Broadband Standards and Joint Trenching Policies

Incorporating broadband infrastructure requirements into Winter Park's land development statutes will allow and encourage broadband construction in conjunction with other capital projects. For example, installation of fiber-optic conduit during all projects involving roads, sidewalks, trails, or lighting projects where the ground is to be opened for other purposes would be less costly than installing conduit through standalone broadband projects. Since the majority of costs to build broadband infrastructure in Winter Park is incurred through underground construction and restoration processes, this strategy can alleviate significant costs by opening the ground once instead of multiple times. In addition, these policies can assist the City in avoiding or reducing lane closures and traffic delays. In many states and municipalities, this formalized policy is referred to as a "Dig Once" policy.

Winter Park, through the use of its Capital Improvement Plan and interdepartmental communications, can determine projects that could best utilize this strategy. This policy should also be coordinated with broadband service providers, and other underground utility organizations to minimize the need to overbuild and to ensure that all service providers have an opportunity to place their infrastructure in capital projects as well. These joint trenching policies can facilitate more opportunities to install conduit, fiber, and other infrastructure due to lower costs. Standardization of these agreements across all potential owners of underground infrastructure can be established to ensure all parties are aware of the joint trenching opportunities as they become available.

GIS and Infrastructure Record Keeping

As part of the implementation of broadband-friendly public policy measures, the City should require that Geographic Information System (GIS) documentation of all broadband infrastructure installations, upgrades, and other items be maintained and updated. While the City currently utilizes GIS to track conduit and fiber segments, it does not support fiber inventory or strand mapping. The City should invest in a fiber management platform that will provide this functionality. This will allow the City to maintain a clear understanding of locations of the broadband infrastructure such as conduit, vaults, pull boxes, transitions, fiber-optic cable, and other outside plant resources.

How Would Winter Park Implement Broadband-Friendly Public Policies?

Implementation of broadband friendly-public policies requires Winter Park to evaluate current land use, permitting, construction, and right-of-way policies along with informal policies and procedures to determine how these formalized broadband-friendly policies can be tailored to incent development of broadband infrastructure. In addition, the City should decide whether to require specific conduit for the City's use to be included in all new building construction efforts.

Formalizing these policies will enable more opportunities for the installation of broadband infrastructure in conjunction with other public and private infrastructure projects occurring within the City's jurisdiction. Many of these public policy tools will be codified and implemented



according to Winter Park’s existing procedures and ordinances, and must be approved by the Winter Park City Council. It is recommended that this topic be carefully work shopped with the City's Planning Department.

Are There Any Risks?

There is little financial risk in implementing policy tools because they require little upfront funding if managed correctly. In some cases, municipalities have struggled with incorporating broadband into their existing land use policies because they are unfamiliar with how to manage a new “utility” type of asset. This requires the collaboration of multiple departments and the ability of these departments to work together toward a common goal. The City should expect that some new business and operational processes would be required as well as changes to existing processes in order for the policies to be effective.

Additional Considerations

The City of Winter Park should develop a broadband investment infrastructure fund to support the expansion of the City’s broadband infrastructure, which would be required through the implementation of public policy options. Initially, the City could budget an annual fund contribution of \$100,000 per year.

8.2 Construct a Municipal Fiber-Optic Backbone

1. Adopt Broadband Infrastructure and Fiber-Optic Standards

The proposed fiber backbone, otherwise known as the “core network,” provides high capacity fiber-optic cables throughout the major corridors of the City. Additional new construction proposed in this plan will deliver a robust, redundant, and reliable citywide backbone fiber network. Access points would be strategically placed throughout the fiber routes to allow easy interconnection with facilities, City assets, business districts, and neighborhoods.

The fiber backbone will generally consist of 288-count fiber-optic cable on major routes. This cable size will enable the City to allocate capacity among multiple applications, including:

- City municipal functions
- Future smart city applications
- Community anchor connections
- Broadband applications
- Spare capacity

Secondary or lateral fiber will consist of 12 to 24-strand cable connecting individual community organizations and other end user locations. The network will use an in-and-out splicing design that allows community anchors and points of interest to interconnect their locations in a “ring” topology that supports high redundancy for their communications. A range of specialized connections will be made to accommodate additional traffic signal, smart technology, and



broadband applications that should be individually engineered based on the application.

General specifications of the backbone are found below. Actual specifications may change based on the forthcoming engineering design; however, it is important that the City maintain compliance with these key specifications for Winter Park to achieve its goals.

Fiber Specifications

- Backbone cable size – 288-count fiber
- Lateral cable size – 12-count to 24-count fiber generally, 1 to 2-count fiber for business or component connections
- Singlemode, loose-tube non-armored cable
- Jacketed central member
- Outer polyethylene jacket
- Sequential markings in meters
- All dielectric
- Gel-free/dry buffer tubes
- 12 fibers per buffer tube
- Color coded buffer tubes based on ANSI/TIA/EIA-598-B Standard Colors

Conduit Specifications

- 36" minimum acceptable depth
- 2" outer conduit

Handhole Specifications

Each route (Backbone / Lateral) will require a unique design and exact box placement will depend on a variety of factors to be determined in the final engineering analysis. Boxes along the backbone are generally placed every 500' or at major intersections to allow for pulling in the fiber and splicing to adjacent buildings and infrastructure. Conduit sweeps into handholes shall enter in flush with the cut out mouse holes aligned parallel to the bottom of the box, and come in perpendicular to the wall of the box. Conduits shall not enter at any angle other than near parallel. Sweeps from the mainline to the conduit shall be accomplished using radii recommended by the manufacturer. Handholes will be sized based on the size of cable(s) transiting the structures, the total number of cables, and the specific applications required by the City.

1. Implement a Fiber-Optic Backbone

The City of Winter Park should construct a municipal fiber-optic backbone using a strategic buildout, constructing key backbone routes, connecting City facilities and areas of interest, and making the City's assets available for use by the market. As a progressive leading community, Winter Park and its residents will no doubt adopt many of the coming technologies and trends

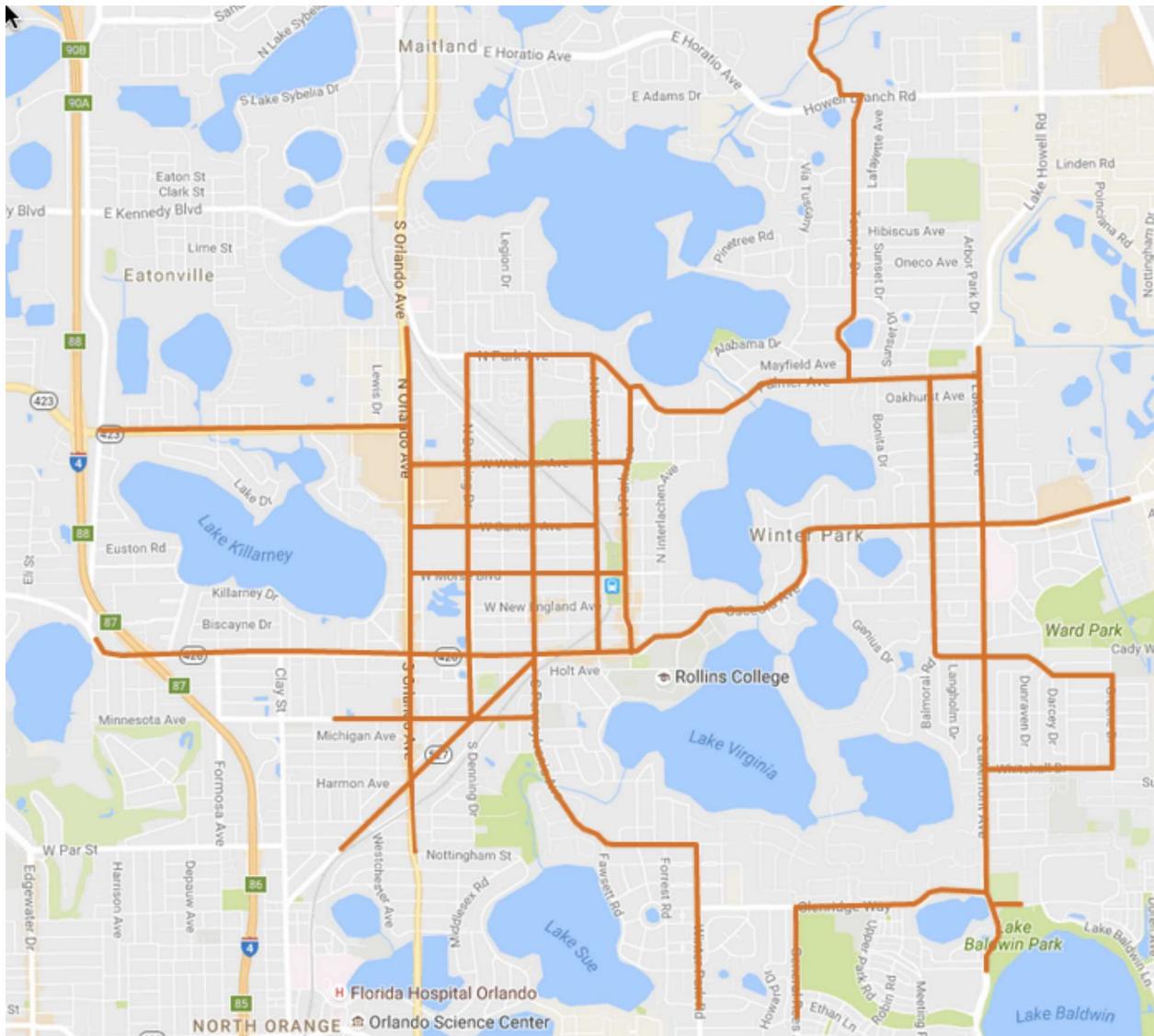


likely to drive innovation throughout the City. Winter Park should be prepared for this, and should take a leadership role in how the City is connected and who its partners are.

The City would construct a high-count fiber-optic backbone along major corridors throughout the City as outlined below in Figure 11.



FIGURE 11: WINTER PARK BACKBONE ROUTES



This backbone would consist of a single 2" conduit and a 288 strand fiber-optic cable as outlined in the specifications and standards. The City would design for and place vaults at regular intervals and at key locations along the route to allow for interconnect to the network. Winter Park should expect to connect City sites, municipal utility assets, traffic/mobility components, street lighting and other key community sites of interest. In addition, businesses, residents and competitive carriers will likely make use of the City's excess capacity.

Using the City of Winter Park's existing underground contract provides competitive rates for underground construction. These rates have been utilized to develop estimates for construction of the backbone as outlined above. Due to 100% underground placement of the network, estimates are highly influenced by the bore contract rate of \$6.25 per foot. If this rate rises, the overall cost estimates will increase proportionally. Using a compound price of \$21.50



per foot, the total cost to buildout the Winter Park backbone is \$3.3 million, or \$3.7 million including a 10% contingency.

FIGURE 12: FIBER RING SEGMENTS AND COST ANALYSIS

Route/Segment	Length/ Distance	Costs New Construction	Construction Method
Lee Rd.	1.21 Miles	\$137,858	100% UG Bore
S. Orlando Ave.	2.05 Miles	\$233,017	100% UG Bore
Osceola Ave.	4.39 Miles	\$498,284	100% UG Bore
S. Pennsylvania Ave.	1.83 Miles	\$207,217	100% UG Bore
N. Orange Ave.	2.26 Miles	\$256,259	100% UG Bore
N. Denning Dr. / Palmer Ave.	3.57 Miles	\$404,910	100% UG Bore
Temple Terr.	1.84 Miles	\$209,432	100% UG Bore
Minnesota Ave.	.80 Miles	\$90,322	100% UG Bore
Glenridge Way/ S. Lakemont Ave.	1.53 Miles	\$174,107	100% UG Bore
Raymond St.	.12 Miles	\$13,158	100% UG Bore
S Lakemont Ave.	2.14 Miles	\$242,692	100% UG Bore
Whitehall Dr./S. Phelps Ave.	2.67 Miles	\$303,430	100% UG Bore
S. Park Ave.	1.05 Miles	\$118,831	100% UG Bore
N. New York Ave.	1.17 Miles	\$132,440	100% UG Bore
W. Morse Blvd.	.85 Miles	\$96,213	100% UG Bore
W. Canton Ave.	.74 Miles	\$83,614	100% UG Bore
W. Webster Ave.	.86 Miles	\$97,740	100% UG Bore
10% Contingency		\$329,952	
Total:	29.07 Miles	\$3,629,471	100% UG Bore

*\$21.50 per foot underground construction (\$6.25 UG bore price – existing contract)



With completion of this network, the City of Winter Park would have made an investment in a municipally owned fiber network that spans nearly every major corridor and is architected using a ring topology capable of delivering a fully redundant fiber transport platform connecting all City and community anchor sites within the Winter Park city limits, while making excess capacity available to the Winter Park community.

8.3 Formalize Winter Park's Broadband Infrastructure Program

The City of Winter Park should begin to formalize a Broadband Infrastructure Program, focused on meeting the needs and demands of the City operation, bringing value to the greater community, and monetizing any assets that are available. A broadband infrastructure program is new to the City of Winter Park and requires a formal structure to be successful.

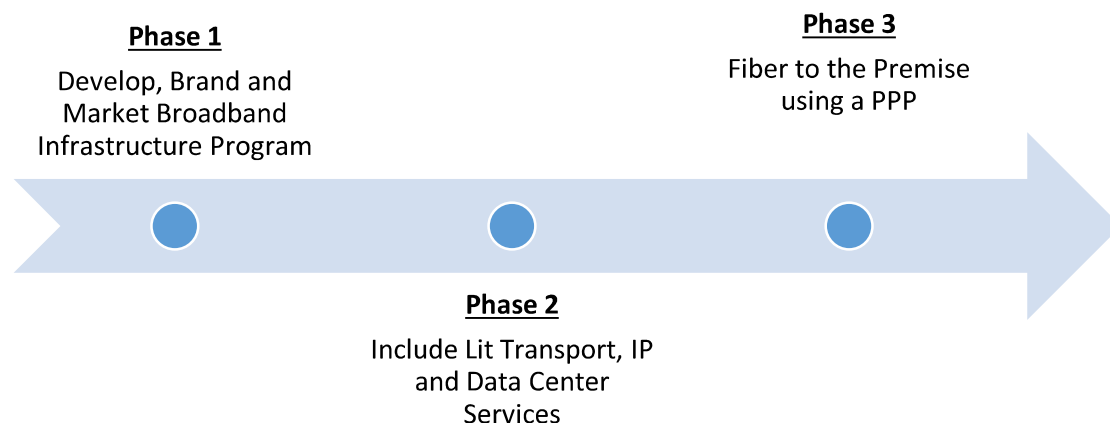
There are several tasks required in order for Winter Park to formalize this program, they include:

- Document and maintain an inventory of available assets
- Implement a fiber management system
- Develop and standardize agreements for fiber and conduit leasing
- Develop pricing policies for fiber and conduit leasing
- Publish rates and terms
- Create a City enterprise fund to maintain proper budgets, cost accounting, and to track revenues of the program
- Create a capital fund to cover costs of building infrastructure

The City should plan to incrementally grow its program as outlined in this analysis, layering additional services onto the network as the City moves through the various phases of the plan. The City's phasing plan would include dark fiber and conduit as a service (Phase 1), the addition of lit transport, IP and data center services (Phase 2), and support for a more universal deployment of fiber to all business and residential premises through the use of a potential Public-Private-Partnership (Phase 3).



FIGURE 13: WINTER PARK BROADBAND INFRASTRUCTURE PROGRAM PHASING PROJECT



Phase 1 – Develop, Brand, and Market a Broadband Infrastructure Program

Winter Park will need to formalize the broadband infrastructure program, as previously outlined, and will need to brand and market the program and services. Winter Park should adopt a “Digital Winter Park” concept, driving home the City’s position in ensuring high-speed connectivity for all.

The City should take on the following tasks:

1. *Document and maintain an inventory of available assets*

Winter Park will need to maintain an inventory of all available assets that could be included in the program. The City will need to identify the fiber capacity that will be required internally to support the City’s operation, and ultimately the capacity that will be made available for potential third-party use. The capacity for available third-party use will be deemed excess capacity and can be made available for lease.

The City currently maintains a reasonable amount of conduit and fiber that could form as the basis for this inventory, and it is already in the City’s GIS system. Over time, the City will continue to add to the assets inventory as it continues to invest and build additional infrastructure.

2. *Implement a fiber management system*

As Winter Park considers utilizing its broadband infrastructure to enhance municipal operations and for potential commercial broadband purposes, the importance of documentation and record keeping for the network becomes more critical. Winter Park will need to maintain accurate documentation of its existing network and document new network construction as it occurs throughout the City. The system should document how new network facilities are integrated into the program. Magellan recommends the City



establish a fiber management system to accurately document, track, and report on the fiber designated for broadband applications.

Several vendors offer fiber management systems particularly well suited for municipal fiber networks. Costs for these software packages will depend on the features that Winter Park requires and the professional services the City selects for implementation and integration. It should be noted that Winter Park should begin this process as early as possible to minimize the amount of data to be migrated to the system. As the City builds more infrastructure, the costs to migrate existing infrastructure into the system can drive the overall implementation costs higher.

Most software vendors use ESRI GIS as its mapping foundation. Magellan suggests the City set aside an initial budget of \$75,000 for the implementation, which includes the software license, professional integration services, and the first year's software maintenance agreement. Magellan also suggests an annual budget of \$10,000 for the annual software maintenance contract. Winter Park will need to identify a resource to manage this system. This resource will:

1. Gather and maintain the inventory of Winter Park's conduit and fiber assets;
2. Evaluate fiber management software and select best option;
3. Procure vendor's professional services to assist with integration of the City's inventory data into the system and conduct training;
4. Develop fiber nomenclature, labeling, and conventions for the City's assets;
5. Complete integration of the City's data and publish the inventory as Winter Park's "commercial broadband assets."

Fiber Management System Software Providers

[OSPInSight – www.ospinsight.com](http://www.ospinsight.com)

OSPInSight is an intuitive and user-friendly network management system that enables and empowers an organization with network intelligence. You can store valuable and minutely detailed information about every aspect of your fiber-optic networks more quickly and easily than any other GIS based network-modeling system. Your organization is empowered with instant and easy access to specific and cumulative network data retrieved from a relational database and displayed in customizable tabular and graphical formats.

[Enghouse Netdesigner – www.enghousenetworks.com](http://www.enghousenetworks.com)

Enghouse's NetDesigner solution is complemented by the world's leading ESRI GIS platform and has been widely deployed by service providers that are building high-speed fiber to the home (FTTH), fiber to the tower (FTTT), cable, copper, and wireless LTE broadband networks.



3. *Develop and standardize agreements for fiber and conduit leasing*

Winter Park will have to develop fiber leasing policies to formalize the commercial use of its dark fiber²⁵ and conduit. This includes standard agreements for dark fiber and conduit leasing for the City's existing infrastructure. Winter Park should develop the core agreements necessary to formalize its broadband infrastructure program, including:

1. Develop a standard Master Services Agreement for leasing infrastructure to private organizations, including an industry standard service level agreement and acceptable use policy;
2. Develop a standard interlocal agreement for leasing infrastructure to public organizations, including an industry standard service level agreement and acceptable use policy.

4. *Develop pricing policies for fiber and conduit leasing*

Winter Park needs a standard rate schedule for leasing its dark fiber and conduit to ensure the City is providing these services at competitive rates and covering all of its costs. The rate schedule should provide normalized rates across its program to ensure pricing consistency to the market. Winter Park should assign costs proportionally to the allocation of its network that is used for commercial broadband purposes. Rates should be designed based on a "cost plus" model to account for network costs plus a margin that Winter Park seeks to gain for leasing these services. The City should also maintain flexibility in its rate schedule to offer promotions and incentives in conjunction with economic development programs in Winter Park.

Key tasks include:

1. Document Winter Park's cost structure for fiber and conduit leasing, accounting for its one-time and ongoing costs;
2. Build a "cost plus" rate schedule using a per foot/per strand model for dark fiber and conduit leasing or a cost for point-to-point fiber segments anywhere on the network;
3. Develop leasing terms for 1, 3, 5 and 10 years with discounts applied to longer lease terms;
4. If rates will be formally adopted by the City Council, build in provisions to adjust rates in special cases to accommodate the competitive marketplace.

²⁵ Dark fiber is "un-lit" fiber that is laid but not currently being used for fiber-optic communication.



5. *Publish rates and terms*

The City should have its standardized rates available to the market in Winter Park, focused on broadband providers, businesses, and public organizations. The rate schedule should contain the relevant rates for fiber strand leasing, one-time charges, monthly charges, and terms. Winter Park should also set a disclaimer on its rate schedule that any “special construction” of new fiber beyond its existing network will be subject to individual case basis, or “ICB” pricing.

Key tasks include:

1. Establish and approve the standardized rate schedule;
2. Approve terms and conditions for leasing dark fiber and conduit;
3. Consider what information to publish, where, and to whom.

6. *Create a City enterprise fund to maintain proper budgets, cost accounting, and track revenues generated by the program*

Winter Park will be best served developing its broadband infrastructure program as a City enterprise fund. An enterprise fund would allow the City to accurately track all capital and operating expenses and revenues from the program, while keeping strict separation between general fund tax accounts and the broadband program.

The City should determine if internal departments should be charged for services to “pay” for the necessary infrastructure required to provide connectivity. In addition, as more infrastructure is deployed, like wireless, departments and devices that access the network should contribute to the operation.

Winter Park will have many opportunities to include conduit and fiber into capital projects taking place across the City, just as it is with the greater electric undergrounding project. The departments managing these projects are not prepared or adequately funded to include additional infrastructure that may be above and beyond the basic project requirements. The City should develop a capital fund to accrue money to pay for these additional “add ins” whenever a project lends itself to including conduit and fiber infrastructure in the plan.

The City should work to identify potential funding options for buildout of the network. Winter Park would likely not qualify for state or federal programs, due to its demographics, income levels, and urban nature. There are many programs for which the City could qualify if it focused its efforts on serving public housing or other community based programs and facilities. In addition, as a municipality, the City has the ability to use special districts to finance infrastructure programs and projects.



7. *Develop an RFP for a Design/Build Contractor for Outside-plant (OSP) O&M*

The City will require an Operations and Maintenance (O&M) contract to manage the fiber, conduit, and other outside plant components. This contract would be a unit cost contract for material and labor, allowing the City to incrementally build infrastructure as needed, while providing a contract that will maintain the infrastructure vital during emergency outages. The City will have to respond to outages and fiber cuts as quickly as possible, as most services the City will provide will have stringent industry accepted service level agreements tied to them.

8. *Decide on a management structure*

The City will need to make a decision regarding the appropriate management and governance structure for the program. Internal resources could manage the network assets, contracts, and service levels, or the City could contract with a firm to manage and operate the program. While managing dark fiber or conduit leases may be a simple task, Phases 2 and 3 of this plan will quickly increase the complexity of the overall program. A network operator would manage day-to-day operations and hold responsibility for growing the enterprise and managing all facets of the business on behalf of the City of Winter Park. Many firms and operators exist that would be interested in managing this program for a fee.

9. *Expand fiber segments in business districts and corridors*

The City would expand fiber segments when the need arises, or more specifically when requested. The City will have to identify when and where it expands the fiber service, and under which business case metrics. The City should be well poised to take a longer term approach on developing business cases, as its requirements for return are much different than private providers.



Phase 2 – Include Lit Transport, IP, and Data Center Services

Once the City has developed the broadband infrastructure program and begun to realize the demand for services in the community, the City should consider adding additional services to the program. While Phase I concentrated on passive infrastructure like conduit and fiber, Phase II could focus more on lit transport services, IP, and data center access and services.

Lit transport services can be provided through different platforms including wave division multiplexing (DWDM, CWDM), or Carrier Ethernet services. In addition, these services can be delivered in varying architectures such as point-to-point (PTP), and point-to-multipoint (PTMP). The City could procure space and services from one of the many regional data centers and could use this facility to terminate potential customers who may require access to this type of facility. Level 3 maintains its Lake Destiny facility, a major central Florida data center site, which is located slightly outside of Winter Park. This facility houses dozens of telecommunications carriers and potential ecosystem partners, including access to the Florida LambdaRail and Internet 2, research networks.

This model could be considered a form of open-access network offering, where the City would own and operate the physical fiber-optic network and transport services through which retail service providers deliver services to end users. Instead of providing dark fiber, an open-access network provides wholesale transport connections or bandwidth to service providers. Retail service providers purchase services from the provider to reach end users using fiber-optic lit connections. This model alleviates the open-access provider from managing any end user services or customers. It allows retail providers to use the open-access network to reach more customers without the need to build costly fiber infrastructure to subscribers; the open-access provider is responsible for this function. Cities find the open-access business model compelling because it allows them to focus on the operating infrastructure, a low level of active electronics, and attracting multiple service providers to their networks, which helps stimulate competition and keeps prices low for subscribers. Data centers in the region include dozens of on-net providers who may have interest in serving the Winter Park community or at minimum, specific organizations or even neighborhoods located in Winter Park.

In an open-access network, the City of Winter Park would not provide any retail services directly but would provide a new wholesale fiber solution to service providers that would utilize the network to serve businesses, community anchors, and potentially residents within Winter Park. In doing so, the City could potentially provide a new source of broadband access to service providers while maintaining neutrality and nondiscrimination, alleviating competitive risks with Winter Park's existing service providers. In an open-access network, the City's customers are service providers rather than retail customers, allowing the City to maintain transparency and avoid any direct "customer service" issues with customers using the network.

The City should identify prime target commercial buildings that could be connected to the fiber network. Commercial buildings with a direct fiber connection to a major data center facility could be quite attractive for companies looking to locate within the City of Winter Park. These



buildings would be considered “on-net,” meaning they are serviced by City fiber and have a connection to a major computing center or an Internet point-of-presence (POP).

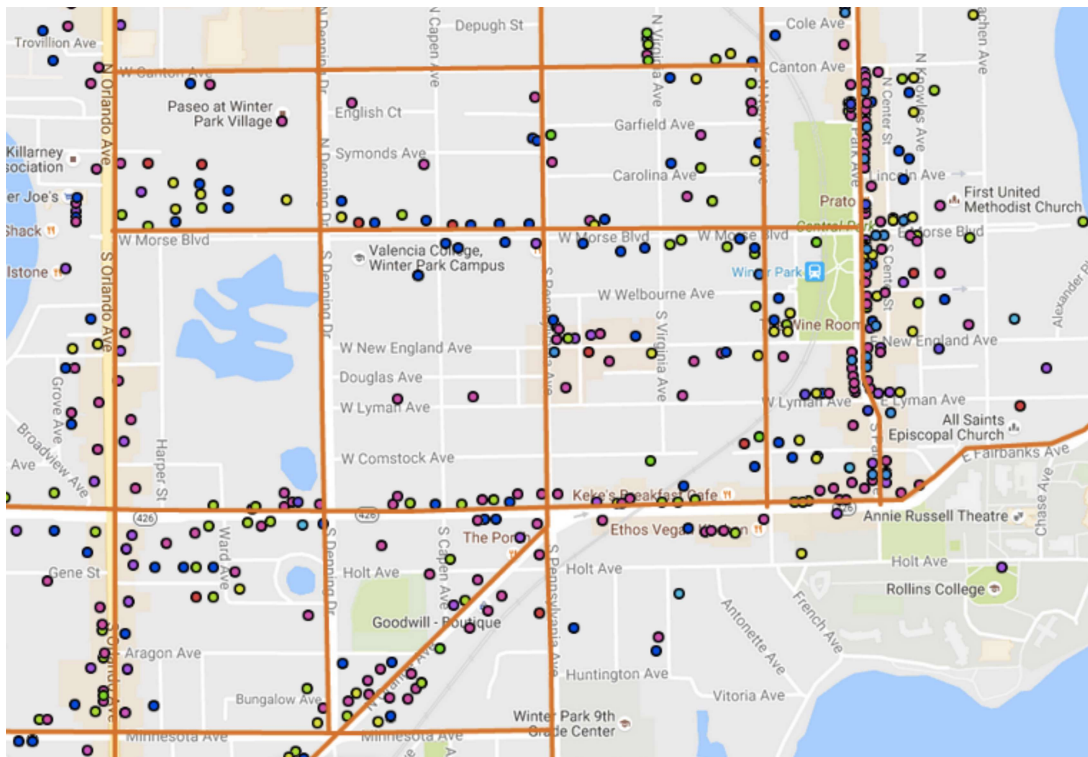
While taking on this form of endeavor may seem daunting, it is being done daily by municipalities and new competitive service providers. These additional services could have a major impact to the community, while building next-generation foundational community owned infrastructure.

The City would contract for capacity or bandwidth from a provider that could interconnect the Winter Park network to a regional data center or colocation facility.

Business Opportunities

The City of Winter Park has over 3,500 businesses located within the City's limits as depicted below in **Error! Reference source not found..** The City's network would have the ability to provide access to businesses located within the fiber network's footprint. While the City wouldn't service these businesses directly, there may be opportunities to align with a retail business provider to deliver the required services. The majority of Winter Park's businesses are located along the corridors identified for buildout and the City is also home to many commercial based MDUs. These will allow the City to expand its fiber offering into a commercial building while having access to numerous potential users. This should reduce the overall cost to connect users, lowering the average capital cost to connect business users.

FIGURE 14: WINTER PARK BUSINESSES





Phase II of Winter Park's Plan is to build on demand, as opportunities present themselves. The City should follow a strategic approach when deploying under this Phase, working to identify and quantify the return on investment requirements, and only deploying under the right financial circumstances.

Phase 3 – Fiber to the Home using a Partnership Approach

The City of Winter Park must identify how it will utilize the fiber-optic network to bring next-generation broadband services to the greater community. The City will also have to select the most appropriate business model that aligns with the vision of the community and its leadership, and one that fits organizationally into the City's municipal operation. While many communities strive to be a fully functioning provider of retail services, it comes with significant challenges. Winter Park would be best served in partnering with a private service provider to deliver retail services to residential and business customers. Under this type of partnership, otherwise known as a Public-Private Partnership (PPP), Winter Park would construct, own, and maintain physical broadband infrastructure, while the private provider delivers retail service offerings such as TV, Voice, and Internet.

What is a Public-Private Partnership?

A broadband public-private partnership is a negotiated contract between a public and private entity to fulfill certain obligations to expand broadband services in a given area. In recent years, PPPs have been increasingly implemented as more municipalities employ public broadband and utility infrastructure in conjunction with private broadband providers. PPPs leverage public broadband assets, such as fiber, conduit, poles, and facilities with private broadband provider assets, and expertise to increase the availability and access to broadband services. Municipalities forgo "getting into the business" of providing retail services and instead, make targeted investments in their broadband infrastructure, and make it available to private broadband providers with the goal of enhancing their communities. In this type of model, the City of Winter Park would be considered an Infrastructure Provider who maintains permanent ownership interest in the broadband infrastructure (e.g., conduit and dark fiber) that is funded by the City for a fee, generally a negotiated revenue share paid by the provider.

A PPP would provide a competitive provider with access to a new market, one that otherwise would be inaccessible for various reasons, such as the capital requirements. Winter Park's residents would benefit through access to a new fiber-based service offering, where local decision makers have the ability to influence how the community is served.

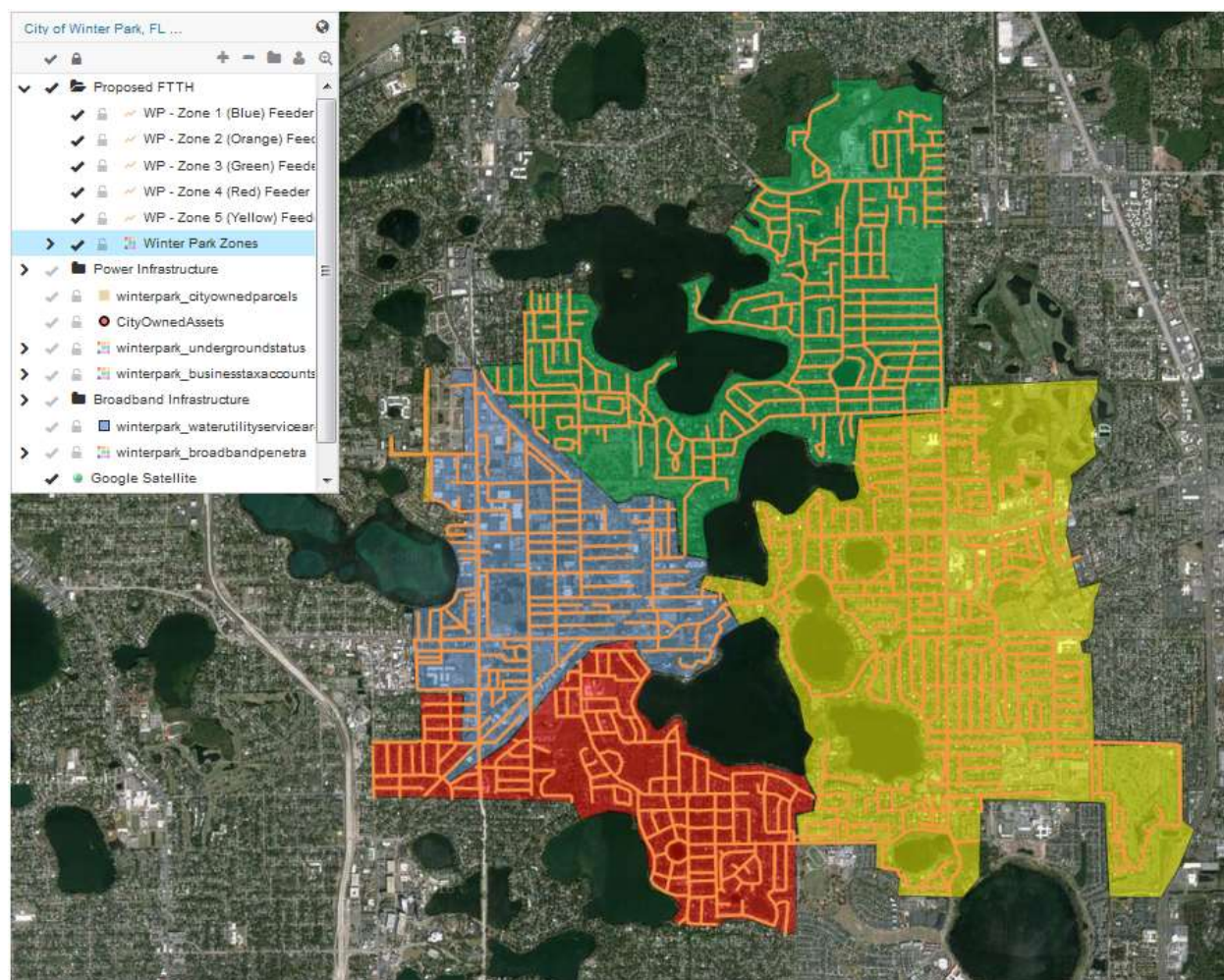
Finally, the City would have the opportunity to negotiate a revenue share based on total revenues generated from the network. This revenue would be used to maintain and expand the network as needed, and can be earmarked for other community improvements as identified by City leadership.



What would Winter Park Build?

Magellan worked closely with Winter Park Electric to understand the overall opportunity and to understand the undergrounding project's status within each zone identified, as depicted in Figure 15 – Feeder/Distribution Buildout by Zone. As shown below, the City would build out the feeder/distribution network throughout each zone, which would allow any subscriber within the City to “take service.”

FIGURE 15: FEEDER/DISTRIBUTION BUILDOUT BY ZONE



Through meetings with Winter Park Electric, it is our understanding that several of the zones are substantially complete and would require remobilization to build out communications conduit, as the opportunity to leverage the undergrounding project has in the past. Winter Park Electric assisted Magellan's team through numerous revisions of the design and costing process, and have settled on the following cost estimates and assumptions as noted in Figure 16 – Network Build Costs by Zone. In the Notes/Assumptions column below, “35% zones complete per WP Electric and would require remobilization,” means that 35% of the zone has already received the necessary undergrounding of electric assets, and that the City's contractor would have to remobilize to install the necessary communications conduit. While Winter Park



has missed some level of the opportunity in each zone, it is important to note that the City's contractor has verbally agreed to hold the price to add an additional conduit even in the areas where the greater project has been completed.

FIGURE 16: NETWORK BUILD COSTS BY ZONE

Zone	Notes/Assumptions	Estimated Cost
Zone 1 (Blue)	100% underground – 35% of zone complete per WP Electric and would require remobilization.	\$2,875,419
Zone 2 (Orange)	100% underground – 50% of zone complete per WP Electric and would require remobilization.	\$130,046
Zone 3 (Green)	100% underground - 40% of zone complete per WP Electric and would require remobilization.	\$3,941,750
Zone 4 (Red)	100% underground - 50% of zone complete per WP Electric and would require remobilization.	\$2,674,268
Zone 5 (Yellow)	100% underground - 20% of zone complete per WP Electric and would require remobilization.	\$4,991,010
	Total Investment	\$14,612,493

Network Buildout and Related Capital Costs

Under a PPP, the City of Winter Park would fund the buildout of a city-wide FTTX deployment capable of serving each and every residential and commercial property located in the City and electric service territory. Under normal construction methods without the electric undergrounding project, Magellan estimates a full FTTH buildout (minus drop or last-mile connections) at \$23 million. With coordination of the electric undergrounding project and current contracted construction rates, the City should expect costs in the \$14.6 million range – a deployment savings of approximately \$8.4 million – see Figure 17 – Network Construction Estimates and Potential Savings.



FIGURE 17: NETWORK CONSTRUCTION ESTIMATES AND POTENTIAL SAVINGS

Buildout	Estimated Cost
Full Construction – No coordination with Electric Project	\$23,000,000
Coordinated with Electric Project	\$14,612,492
Potential Savings	\$8,387,508

Under the financial projections provided in this assessment and utilized in the revenue share calculations, the City would fund the buildout coordinated with the electric project at \$14.6 million, and additional drop costs of approximately \$4.4 million (for 40% and 60% take rates) as further outlined below. Total buildout costs, including FTTX feeder/distribution and estimated drop costs are \$19 million as depicted in Figure 18 – Network Build Costs.

FIGURE 18: NETWORK BUILD COSTS

Buildout	Estimated Cost
FTTX Feeder/Distribution	\$14,612,492
Drop Costs (40% and 60%)	\$4,357,300
Total Investment	\$18,969,792

Who would Provide Services?

The City of Winter Park would work toward developing a public-private-partnership (PPP), a negotiated contract between a public and private entity or entities to fulfill certain obligations to expand broadband services in a given area. PPPs have gained popularity over recent years as more municipalities deploy public broadband and utility infrastructure in conjunction with private broadband providers. PPPs leverage public broadband assets such as fiber, conduit, poles, and facilities with private providers' assets and expertise to increase the availability and access to broadband services. Municipalities make targeted investments in broadband infrastructure, making it available to providers with the goal of enticing them to serve the community.

A PPP would provide a competitive provider with access to a new market, one that otherwise would be inaccessible for various reasons, namely capital requirements. The residents would benefit through access to a new fiber-based service offering, where local decision makers have the ability to influence how the community is served. In addition, residents and businesses should receive advanced services at highly competitive rates as the network is being funded by the City of Winter Park.

Finally, the City would have the opportunity to negotiate a revenue share based on total revenues generated from the network. This revenue would be used to maintain and expand the network as needed, and can be earmarked for other community improvements as identified by city leadership.



Implementing a Broadband PPP

One method to develop a broadband PPP is to hold competitive negotiations with one or more broadband providers interested in providing service in Winter Park. Depending on the needs of the City and the provider(s), the partnership may take many forms. In the City's case, it would bring public broadband and other assets to the negotiating table with private broadband providers to achieve mutually desirable benefits to both parties.

The City could also consider issuing a Request for Proposal (RFP) as a vehicle to recruit, evaluate, and procure a provider. The RFP approach is used for several reasons. First, in cases where organizations do not want to engage in managing broadband resources, they have used RFP's to negotiate the wholesale use of their assets while retaining the underlying public ownership. Second, they often want to utilize established procurement vehicles through which they can negotiate "partnerships" with broadband providers. RFP's are commonly used as form of procurement, enabling municipalities to follow procurement and negotiation guidelines that are familiar to them. Third, the organizations often want to ensure their procurements are open and non-discriminatory to qualified broadband providers.

The RFP would invite broadband providers to submit information detailing how they would utilize the City's broadband infrastructure to achieve the objectives laid out in the RFP. RFPs are generally not evaluated on price alone as the revenues and costs within the project negotiated between the parties are constantly changing due to multiple factors and many times are not determined until well into the negotiation. Rather, they are executed on the total value derived from the project, in terms of revenue, economic development, new jobs, increases in the tax base, pricing for services, quality of services, and other "non-financial" or "off balance sheet" benefits.

The City should clearly define its expectations in the partnership. These expectations may include offering specific types of services in target areas, guaranteeing performance and quality of services, and should outline value added services that are of interest to the community, such as telehealth, telemedicine services, and continuing education services. The City should identify which components are required and non-negotiable in the partnership versus those components that may be negotiable. It is important that the City has an understanding of the normal operating procedures and needs of private business partners involved in providing Internet, voice, and video services to the Winter Park market in order to be able to negotiate effectively.

PPPs require some level of management and oversight and will require the City to dedicate some resources to managing the contract. These resources, whether internal or outsourced, will handle administrative, management, and operational processes ensuring the performance of the infrastructure and the partnership. The primary management functions include: measuring the progress and performance of the partner, overseeing the broadband assets employed in the partnership, and managing ongoing operational functions such as new broadband build outs.



Broadband PPPs are relatively new to local governments but their popularity is growing because they align public organizations and private providers, leveraging each other's core strengths. In most cases, PPPs alleviate municipalities from the requirements to provide retail or wholesale broadband services and allow them to employ their broadband infrastructure and policies with providers who take on these responsibilities.

Fundamental alignment between the public and private partner is important for successful PPPs. Municipal goals must be balanced with private sector goals and strategies. These goals and strategies must fulfill each party's critical needs and must be forged early in the process. The identification and selection of the right partner is paramount to success in the project. Execution risks can be high for municipalities that do not have a clear understanding of the true needs of their communities or those of broadband providers.

What is Winter Park's Role in a PPP?

For Winter Park, a PPP allows the City to move forward with deployment of next-generation broadband services throughout the City using a "shared risk" model. The "shared risk" concept allows the City to put its investments into broadband infrastructure to work, while leaning heavily on its private partner to focus solely on the execution of delivering broadband services. A PPP allows the City of Winter Park to own this very important asset, which connects the City to the rest of the digital world, while significantly impacting the local telecommunications market. These types of partnerships also allow the City to participate in the "upside" or on-going success of the private partner in the Winter Park market.

It is recommended that the City build and maintain ownership of all passive network infrastructure, including backbone conduit/fiber, feeder/distribution conduit/fiber, drop fiber to each premise, boxes, splitters, and other necessary infrastructure. The partner would provide all active infrastructure including equipment, electronics, and service delivery components. The partner would also be responsible for sourcing all wholesale services and any video content that would be delivered to the retail customers.

Winter Park would issue an RFP for a multi-year O&M (Operations & Maintenance) contract, for a construction firm that would provide emergency restoration of the fiber infrastructure, and would be available to expand the network as needed. Through this contract, all incremental construction, splicing, and other tasks would be performed ensuring the passive infrastructure is functioning at optimal levels at all times. The PPP partner will require industry standard Service Level Agreements (SLA) on the fiber infrastructure, ensuring the partner's ability to guarantee its services to its downstream retail customers.

The City would also require an "owner's rep", which would be charged with monitoring and managing the PPP contract and performance of the contract. The owner's rep would work on behalf of the City to ensure the PPP is executed as intended, and to drive maximum value in deployment of the City's network.



Winter Park PPP Revenue Share and Financial Projections

The City could have many opportunities to realize a return on its investment in deployment of a fiber-optic network. These opportunities include a potential revenue share through the successful negotiation of a PPP, lease of dark fiber or conduit, and the off balance sheet returns like the increase in the quality of life for its residents. While a few of these opportunities offer direct financial contributions to the City's return on investment, it is difficult to quantify the off balance sheet returns – which are real for communities. In addition, it is important to remember that this investment is being made into a long-term asset, which will continue to drive efficiency and innovation throughout the region for many years to come. These assets will remain on the City's books, as ownership will be retained by the City of Winter Park.

A successful negotiation of a PPP would include a revenue share to the City of the gross revenue generated from the City's broadband infrastructure. A revenue share of 10% - 15% of gross revenue could be expected and would generate a consistent annual revenue stream to the City. This revenue share would be paid by the private partner through subscriber fees collected for the provision of broadband services. Negotiation of the revenue share is a balancing act as this is typically a pass-through of fees collected from local subscribers. Therefore, the higher the revenue share, the higher the fees passed onto the subscribers through service fees. The lower the revenue share, the lower the fees. It will be important for the City to understand the level and timeframe of payback it is willing to consider and should adjust the revenue share accordingly.

The City could also utilize the broadband infrastructure to lease dark fiber to community anchors or other providers that may require capacity in the region. The City would establish dark fiber lease rates and would make these available to users that would require this type of service. In addition, the City could develop IRU rates that provide discounted lease rates for long-term prepaid lease agreements.

The development of financial projections is included in this study so the City can truly understand the potential revenue opportunity that can be captured with deployment of the City's broadband infrastructure. There are numerous assumptions that are included in the model and which have been more fully explained below.

Parcels and Housing Units

In order to properly forecast service provider revenue projections and the potential revenue share the City could expect from such an arrangement, it is important to understand the makeup of the potential subscribers in the City. Subscribers can include residential, business, or community anchor customers. For this exercise, we used the housing type and parcel count numbers provided by the City of Winter Park. While Single Family and Exempt parcels will normally include a single subscriber, multiple dwelling units (MDU) like condos, duplex/townhomes and non-residential commercial parcels can contain multiple subscribers as depicted below.



FIGURE 19: PARCELS AND HOUSING UNITS

Housing Type	Premise (Buildings)	Units
Single Family	9,443	9,443
MDU (condos)	146	3,724
Multi-Family/Duplex	58	116
Non-Residential (commercial)	1,146	3,500
Exempt (town, non-profit, religious)	150	150

Retail (Bulk and Non-Bulk) Average Revenue Per User (ARPU) - Service Rates

Development of potential rate structures is also key to understanding the potential revenues that could be generated from the network. Bulk retail rates would only be utilized in the MDU condo and HOA community scenarios where you could have dozens or hundreds of units available on a single parcel or a POA/HOA community setting. The discounted bulk rates require 100% of units in a property to take the service, which is normally dictated by the building owner or HOA representing the unit owners. Under bulk agreements, the service is normally included in the HOA fees, allowing the provider to collect a single payment from the entire property, instead of individual subscribers – hence the discount rate. Single family, duplex, commercial, and exempt properties would have a non-bulk rate, and each subscriber would contract with the private provider directly. As shown below, ARPU (average revenue per user) has been projected at \$80 per month per unit for bulk retail, \$120 per month non-bulk retail, and \$150 per month non-bulk retail business services. Residential services would include Triple-Play services consisting of voice, video, and Internet services; while business services would include a Business Internet service and phone(s).

FIGURE 20: RETAIL (BULK AND NON-BULK) AVERAGE REVENUE PER USER (ARPU) - SERVICE RATES

Housing/Unit Type	Bulk Retail ARPU (Triple of Bus Services)	Non-Bulk Retail ARPU (Triple of Bus Services)
Single Family		\$120 per month
MDU (condos)	\$80 per month	\$120 per month
Duplex/Townhomes		\$120 per month
Non-Residential (commercial)		\$150 per month
Exempt (town, non-profit, religious)		\$150 per month



Assumptions, Uptake, Last-Mile Costs

Uptake identifies the portion of the market that will take a service from the network, for instance, these projections include 40% (uptake) of single family homes taking service, and 60% of condos MDU buildings and HOA communities taking service. 40% is considered a mid-projection, as 0% would indicate no one takes service, while 100% would indicate all take service. 40% projections allow for a conservative projection with upside potential.

The last-mile costs include the drop fiber from the City right-of-way to the building where service will be delivered, and in the instance of MDUs, a cost to connect each unit. It is important to note that these costs only cover the physical fiber plant and labor necessary to connect the subscribers; active equipment is not included as this would be supplied and installed by the provider. The last-mile costs are estimates at this point and cannot be confirmed until further detailed design engineering effort takes place. In addition, these costs could be further minimized if they are installed as the same time as the electric service to the premise meter.

FIGURE 21: ASSUMPTIONS, UPTAKE, LAST-MILE COSTS

Housing Type	Assumption	Uptake	Last-Mile Costs (per unit)
Single Family	Non-HOA, Non-Bulk Retail	40%	\$750
MDU (condos)	HOA, Bulk Retail	60%	\$400
Duplex/Townhomes	Non-HOA, Non-Bulk Retail	40%	\$750
Non-Residential (commercial)	Non-HOA, Non-Bulk Business Svcs Retail	40%	\$750
Exempt (Town, non-profit, religious)	Non-HOA, Non-Bulk Business Svcs Retail	40%	\$750

Total Provider Revenue Projections by Housing Type

Service provider revenue projections have three main drivers: number of subscribers, rates for services, and uptake within each of the customer classes - residential, business, and community anchor. With this, we can project gross revenue by customer class, or in the case of this analysis housing type. Using the assumptions provided in this model, we estimate total revenues generated from the system at \$10.3 million annually after achieving the projected uptake percentages and also assume zero growth in uptake in future years. As uptake increases, total revenues will follow suit, which will in turn drive revenues for the City. Again, these revenues are calculated using a conservative uptake rate of 40% in all housing types except MDUs which has been estimated at 60%.



FIGURE 22: TOTAL PROVIDER REVENUE PROJECTIONS BY HOUSING TYPE

Housing Type	Uptake	Bulk Retail Gross Revenue	Non-Bulk Retail Gross Revenue
Single Family	40%		\$5,439,168
MDU (condos)	60%	\$2,145,024	
Duplex/Townhomes	40%		\$66,816
Non-Residential (commercial)	40%		\$2,520,000
Exempt (town, non-profit, religious)	40%		\$108,000
Subtotal: Revenues		\$2,145,024	\$8,133,984
Total Revenues		\$10,279,008	

City Revenue Share Projections and Payback

Revenue share opportunities are directly tied to Total Revenues generated from the network. In this model, the revenue share has been calculated using a 5%, 10%, and 15% share so the City can understand the total opportunity. Payback in Years indicates the approximate number of years it will take for the City to realize a payback on the total infrastructure investment divided by the annual revenue generated from the revenue share agreement.

The City should expect to start the revenue share negotiations in the 15% range, but should be prepared to find agreement somewhere between 10% to 15% annually. It is possible to also increase the revenue share annually until the City receives its payback, then settling at a steady rate of 10% for the duration of the agreement.

FIGURE 23: CITY REVENUE SHARE PROJECTIONS AND PAYBACK

Revenue Share	Total Revenues: \$10,279,008	Payback in Years (Total Network Investment/Revenue Share)
5%	\$513,950	36.9
10%	\$1,027,901	18.5
15%	\$1,541,851	12.3

Additional Notes:

1. If Winter Park funds the last-mile currently estimated at \$4.36 million, they can expect retail and bulk rates as stated.
2. City of Winter Park could expect revenues between \$1,000,000 and \$1,541,851 per year from a revenue share – 10% to 15% is likely.
3. If Winter Park doesn't fund the last-mile, they can expect either a lower revenue share or higher retail and bulk rates to allow the provider to recover their investment.



4. Gross revenue numbers to Winter Park do not include “owner’s rep” services to manage contracts and performance of the provider, estimated at \$150,000 per year and/or a revenue sharing agreement.
5. Other O&M costs to Winter Park, including fiber management, locates, splicing, cuts and repairs which are not included in these numbers.

City of Winter Park Costs

The City of Winter Park will incur annual operating costs in long-term management of the infrastructure and contracts, and in the continuous operations and maintenance of the broadband infrastructure. Many municipalities that enter into a PPP find it makes sense to contract with an owner’s representative, an industry expert that can manage the long-term PPP contract and the performance of the service provider. This allows the municipal organization to forgo having to build internal skills to manage the partnership and can drive additional revenue by having an expert who works in the City’s best interest. Additional costs are incurred to account for internal administration that would be spent in oversight of the program. It is assumed at this point that an internal position would be provided and cost allocation of that person’s time would be charged.

The City would also require an Operations and Maintenance (O&M) contract to manage the actual broadband infrastructure. This contract would provide oversight of the infrastructure including fiber management, locates, splicing, emergency restoration and repairs, and future expansion.

FIGURE 24: CITY OF WINTER PARK KEY ANNUAL COSTS

Service	Description	Annual Cost
Owner’s Rep	Manage contract and performance of contract on City’s behalf	\$150,000
Fiber O&M	Provide for operations and maintenance of the fiber network, including emergency repair	\$50,000
Internal Admin	Cost allocation for City staff time	\$25,000
Total Annual Cost		\$225,000

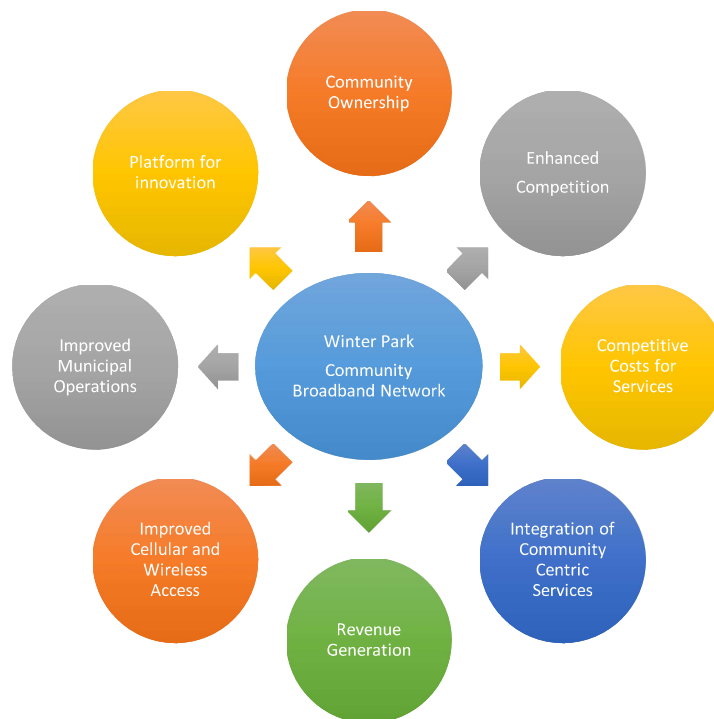


9. Benefits to the Residents of Winter Park

The City of Winter Park residents will benefit in many ways through the implementation of a FTTH deployment throughout the City. Many of these benefits are “soft”, providing an infrastructure asset that will help shape the way the residents live, work, and play in Winter Park, while other benefits have a financial impact on the services the residents subscribe to. The Winter Park broadband infrastructure will serve the City, and its constituents, for decades to come. The delivery of education, healthcare, and entertainment will be transformed through the use of next-generation infrastructure and the continued evolution of technology. The way we interact with our education, healthcare, government, and entertainment service providers is evolving regularly. For communities like Winter Park, the question is whether the City will plan for these changes through the proper planning processes or whether unmanaged outside forces will determine the City’s future.

The benefits include:

FIGURE 25: BENEFITS OF A WINTER PARK COMMUNITY BROADBAND NETWORK





9.1 Community Ownership

Ownership of this infrastructure will allow the community to determine:

- ✓ How they are served
- ✓ Who their service provider is
- ✓ What is considered acceptable customer service levels
- ✓ Adoption of new technology opportunities once they become available (i.e. telemedicine).

Large Scale Provider Disadvantages

- ✗ Integration of new products and services over large and widely diverse groups of communities
- ✗ Winter Park may not receive the “latest and greatest” technologies early
- ✗ Difficult to maintain the local “feel” of the community values and unique differences

The City of Winter Park could own the infrastructure that is going to transform the way the City is served for decades to come. Ownership of this infrastructure will allow the community to determine how they are served, who their service provider is, what is considered acceptable customer service levels, and will allow the City to decide how and when it adopts new technology opportunities once they become available (i.e. telemedicine). When large service providers control the community’s technology platforms, new products and service opportunities are usually delayed because of the complexity and high cost of having to integrate new products and services over very large and widely diverse groups of communities. While scale has its advantages, this is one major disadvantage to communities like Winter Park, which may not receive the “latest and greatest” technologies early. It can be difficult to maintain the local “feel” of the community values and unique differences that set Winter Park apart from other regional communities while being serviced by a national firm that is making decisions on how to serve the community from thousands of miles away and who must cater to a divergent national customer base.

9.2 New Competition for Services

Today the City of Winter Park is serviced by New Charter, formerly Bright House Networks, a new national cable operator, and Centurylink, a national services provider, who is the Incumbent Local Exchange Carrier (ILEC) in the City. While the overwhelming majority of broadband infrastructure in the City is legacy copper, there are minimal pockets of FTTH availability in Winter Park. A

Winter Park owned broadband infrastructure will introduce a full deployment of FTTH infrastructure to every residential and commercial parcel in the City, giving residents and businesses a new alternative for receiving services. With a community owned network, a new competitive environment could be developed that drives telecommunications costs down across the City, while driving the user experience and customer service levels up.





A community owned network should provide for pricing stabilization over the long-term.

9.3 Reduced Cost for Services

A Winter Park network should allow a residential or commercial subscriber to receive telecommunications services at a discount to today's rates, as the bulk of the fiber buildout cost would be funded locally by the City. In addition, a community owned network should provide for pricing stabilization over the long-term.

9.4 Deployment of Community Centric Services

With a FTTH network deployed throughout Winter Park, the community will be able to make decisions on the type and timing of community centric services that are deployed. For services like telehealth, the community can work to leverage this network in cooperation with the community's healthcare providers, when they are ready to deploy the services. Winter Park's size and demographics cause the City to be an appealing and logical destination for healthcare providers to set up "test beds" for innovation and healthcare applications.

9.5 Improved Cellular and Wireless Services

A Winter Park network will support an improvement in cellular and wireless services through the deployment of a distributed antennae system (DAS), otherwise known as small cells. Due to Winter Parks' fiber infrastructure being deployed along all roadways, including major corridors, and collector/neighborhood streets, the City can adopt the deployment of small cell technology into its street light infrastructure. Small cell deployment is the trend, and the industry expects growth in the deployment of smart cells to grow 43% annually through 2020. Through proper planning, the City can incorporate the deployment of small cell technology through a master planning process to ensure the City's needs are considered well in advance. Small cell technology is the future of 4G and beyond networking technologies, which will reduce the need for unsightly cell phone towers.

9.6 Generate Revenue for the Community

A Winter Park owned network could provide new revenue for the City, generated from a revenue share that is from network subscriber fees by way of an agreement with a broadband provider. With all residential and commercial parcels connected to the network, a new provider has a substantial opportunity to attack the market and gain major market share. Under a public-private-partnership scenario, the City of Winter Park would provide access to the City's fiber network in return for a share of gross or net revenue generated by way of use of the network. This is revenue, which originates from user fees within the community. In essence, a portion of the user fees will now stay local in Winter Park, rather than being shipped to the corporate headquarters of an incumbent provider half way across the country. This



revenue could be targeted for further extension of the network, enhanced public services, or other community projects that could benefit the City and its inhabitants.

9.7 Platform for Innovation

A community owned fiber network would introduce a new community owned asset that could form the basis of a platform for innovation. The network would connect to every residential or commercial parcel on in the City, providing an enhanced fiber solution that will drive the way people work, live, and play in Winter Park. The City and its communications requirements would be “future proofed”, enabling the City or its inhabitants to deploy future technologies that rely heavily on communications. The Internet of Things revolution will introduce many new devices that will impact people’s daily lives, while generating enormous amounts of data that can be analyzed and ultimately used to enhance the delivery of services and the ways in which these services are consumed.

9.8 Municipal Operations

A municipally owned network will enhance the City’s internal operations by providing a communications solution, which will drive innovation and efficiency, without the need to rely on third party telecommunications carriers. The City would be able to provision and upgrade services as it sees fit, without the need for long-term contracts or ongoing monthly recurring service charges. As the City begins to deploy more assets, sensors, and other services and applications, the City will not have to incur any substantial costs to integrate these systems into the City’s operation.





10. Project Risks

The risks of investing in and building a community owned fiber-optic network by the Winter Park are minimal and tempered due to the fact that the City will retain long-term ownership of the asset. This asset will continue to shape how the City is served and at what levels for decades to come. It is recommended that the City take a phased approach to buildout the backbone network initially, focusing on meeting the needs of the Winter Park community and municipal operations while developing new revenue opportunities from use of the network assets. Phase II, as outlined, builds on opportunities to deliver new fiber based services to the market and should only be executed when the need arises. Winter Park's network will expand organically as initiatives are presented and when broader community uses surface.

In addition, the City's interest in forging a public-private-partnership to deliver next-generation retail broadband services further reduces the risks that would otherwise be present in a full retail provider model. Using a PPP, the City is encouraging a private operator to enter the market under a shared risk model, where the City invests in and owns the physical infrastructure and the private operator manages the delivery of broadband services and the retail customers. The City must ensure that it conducts the appropriate amount of due diligence when soliciting for a private partner and must manage the partnership and contract performance over the contract period.

It is always possible for the local incumbents to "step up their game" or drop their prices in an attempt to hold share of the Winter Park market. They will also attempt to lock their current customers into long-term contracts. It will be important for the City to develop a strong marketing message as it begins to roll out the network – in concert with the private partner. Timing of this project also provides additional risk in that the incumbent providers will have the opportunity to re-architect their network infrastructure, deploying FTTX platforms as it too is subject to the undergrounding of its existing utilities. With the project extending over the next several years, it is possible to assume that Charter or Centurylink would deploy FTTX network components that could support far superior services than are otherwise available today in the City.



11. Conclusions and Next Steps

The leaders of City of Winter Park and its residents recognize broadband infrastructure as an important part of the City's quality of life. Because of this, Winter Park has considered including fiber-optic infrastructure in its city-wide electric undergrounding initiative, a project that could ultimately bring fiber to every parcel in the City. The Winter Park market is currently served by legacy copper networks with the exception of dedicated fiber connections in some cases. Current dedicated fiber connections are available but very expensive, many times due to the aid to construction charges that are passed along to customers.

The City has an opportunity to be a leader in the region by making key investments in broadband infrastructure that can be utilized by the City, other public agencies, and private providers to serve the citizens and businesses located in Winter Park. This assessment has identified numerous potential uses for the fiber infrastructure and more specifically the benefits that can be realized by the inhabitants and visitors of Winter Park.

As the City continues to make progress in bringing this project to fruition, there are a number of key tasks that should be considered that will validate the project's cost structures and will assist the City in planning for how these assets will be utilized.

The City should take the following next steps:

1. Review and adopt the City of Winter Park Broadband Assessment

City Management and elected leaders should have the opportunity to review, comment, and provide direction on this Broadband Assessment. The Broadband Infrastructure Program outlined in this document requires funding and resources and should be vetted in this manner.

2. Define staging, budgets, and timelines

City leadership will have to determine when funding can be committed to begin construction of the network as outlined in this plan. Before actual timelines are identified, City leadership must provide details as to how and when this program will be incorporated into the City's overall plan and budget.

- Review funding requirements
- Develop budget and funding requests for project funding
- Develop implementation plan with project timelines

3. Build Backbone Fiber Ring

The City would appropriate \$3.7 million to fund the initial buildout.

- Buildout of 30-mile fiber-optic backbone along major corridors
- Build laterals to key City facilities and community sites



4. Begin to document and take action on key policies, tasks, processes, and resources.

Once the City has begun the process of building this network, it should begin identifying how key tasks, processes, and resources will be incorporated into the organization.

- Dig once policy
- Land use policies (zoning ordinance, general plan, etc.)
- Fees to support broadband (development, BIDs, etc.)
- Broadband Enterprise fund

5. Develop Business Plan for the Broadband Infrastructure Program

The City will have to develop a Business Plan to outline how the Broadband Infrastructure Program will function. The Business Plan will outline all capital and operating costs, lease rates, resourcing/staff allocation, program partners, financial projections, and other details about the newly established enterprise. The City will need to determine its branding and marketing plan, and to the extent it will advertise the new service.

- Identify and finalize Winter Park's role and services that will be provided using the City's conduit and fiber assets
- Identify rates and terms for lease of assets
- Develop required lease agreements, master service agreements, and other supporting documentation
- Identify partners and resourcing requirements
- Brand and market the City's conduit and fiber assets to the community and regional/national providers

6. Decide on the timing of future phases and tasks

The City will need to determine the definition of "success" and when it should progress into next phases of the Broadband Infrastructure Program. Is it based on demand, opportunity, or both?

- Opportunities
- Fiber and broadband services to businesses
- Fiber to the Home (FTTH)



Appendix A – Telecommunications Market Analysis

Residential Broadband Market Analysis

Through analysis of the market, Magellan identified a number of residential sites by address, selected randomly in various sections of Winter Park. Magellan’s team contacted each telecommunications provider identified as operating wireline services in the market to determine service availability. The results show that although there are two provider options for most addresses, the speeds and pricing varies.

The following residential site locations were utilized:

- Residential Site #1 – 1532 Neola Trl. Winter Park, FL 32789
- Residential Site #2 – 2708 Parkland Dr. Winter Park, FL 32789
- Residential Site #3 – 1806 Gipson Green Ln. Winter Park, FL 32789
- Residential Site #4 – 901 Golfside Dr. Winter Park, FL 32792
- Residential Site #5 – 900 N Park Ave. Winter Park, FL 32789

FIGURE 26: SPATIAL DISTRIBUTION OF RESIDENTIAL MARKET ANALYSIS SITES



FIGURE 27: RESIDENTIAL BROADBAND MARKET ANALYSIS – RESIDENTIAL SITES 1 - 9

Residential Site #1 – 1532 Neola Trl. Winter Park, FL 32789		
Provider	Type of Service	Cost
Brighthouse	Cable up to 300Mbps/20Mbps	\$149/month
CenturyLink	DSL up to 25Mbps/2Mbps	\$59.99/month

Residential Site #2 – 2708 Parkland Dr. Winter Park, FL 32789		
Provider	Type of Service	Cost
Brighthouse	Cable up to 300Mbps/20Mbps	\$149/month
CenturyLink	DSL up to 40Mbps/5Mbps	\$59.99/month

Residential Site #3 – 1806 Gipson Green Ln. Winter Park, FL 32789		
Provider	Type of Service	Cost
Brighthouse	Cable up to 300Mbps/20Mbps	\$149/month
CenturyLink	DSL up to 3Mbps/1Mbps	\$59.99/month

Residential Site #4 – 901 Golfside Dr. Winter Park, FL 32792		
Provider	Type of Service	Cost
Brighthouse	Cable up to 300Mbps/20Mbps	\$149/month
CenturyLink	DSL up to 10Mbps/1Mbps	\$59.99/month

Residential Site #5 – 900 N Park Ave. Winter Park, FL 32789		
Provider	Type of Service	Cost
Brighthouse	Cable up to 300Mbps/20Mbps	\$149/month
CenturyLink	DSL up to 25Mbps/2Mbps	\$59.99/month



Commercial Broadband Market Analysis

Through analysis of the market, Magellan identified a number of commercial sites by address, selected randomly in various sections of Winter Park. Magellan's team contacted each telecommunications provider identified as operating wireline services in the market to determine service availability. The results show that although there are two provider options for most addresses, the speeds and pricing varies.

The following commercial site locations were utilized:

- Commercial Site #1 – 2265 Lee Rd # 225, Winter Park, FL 32789
- Commercial Site #2 – 5450 Lake Howell Rd, Winter Park, FL 32792
- Commercial Site #3 – 1003 S Orlando Ave, Winter Park, FL 32789
- Commercial Site #4 – 214 South Park Avenue, Winter Park, FL 32789
- Commercial Site #5 – 4070 Aloma Ave #1010, Winter Park, FL 32792

FIGURE 28: SPATIAL DISTRIBUTION OF COMMERCIAL MARKET ANALYSIS SITES

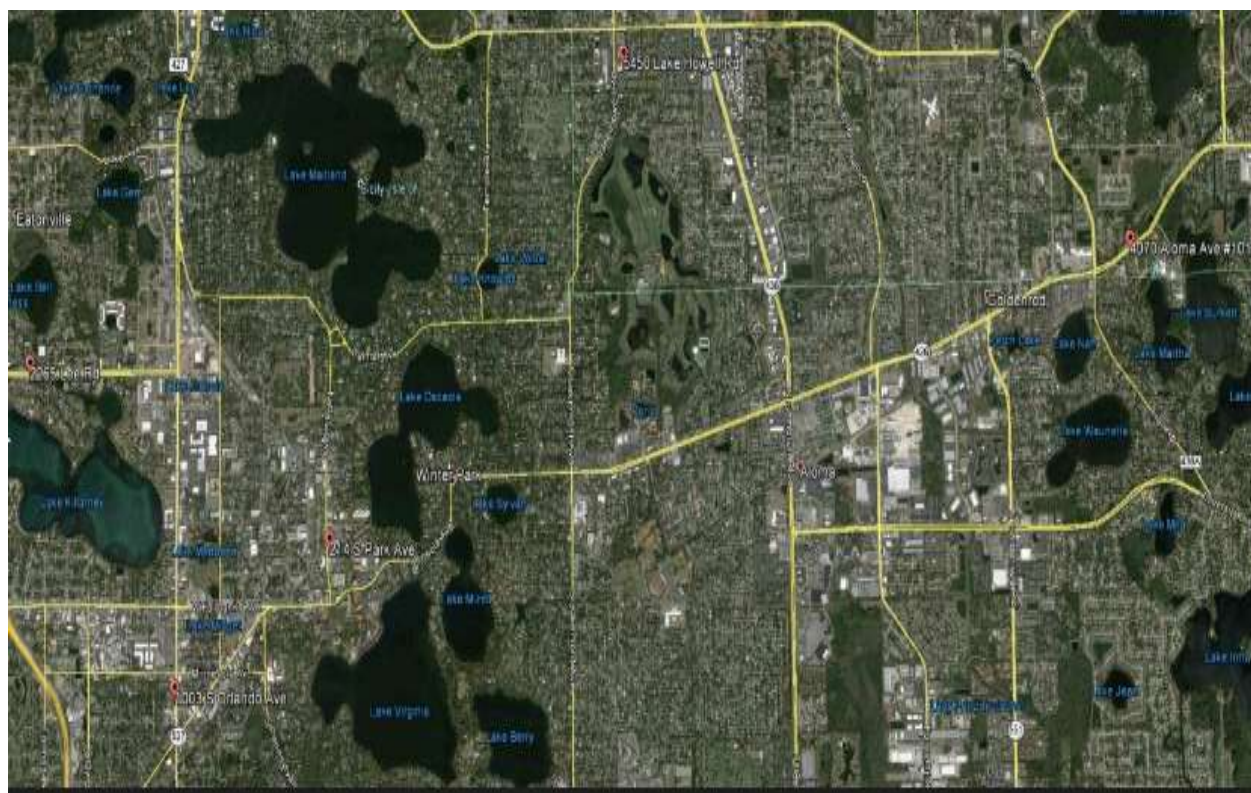




FIGURE 29: COMMERCIAL BROADBAND MARKET ANALYSIS – COMMERCIAL SITES 1-8

Commercial Site #1 – 2265 Lee Rd # 225, Winter Park, FL 32789		
Provider	Type of Service	Cost
Brighthouse	Cable up to 350Mbps/25Mbps *	\$250/month
CenturyLink	DSL up to 25Mbps/2Mbps	\$79.99/month

Commercial Site #2 – 5450 Lake Howell Rd, Winter Park, FL 32792		
Provider	Type of Service	Cost
Brighthouse	Cable up to 350Mbps/25Mbps *	\$250/month
CenturyLink	DSL up to 25Mbps/2Mbps	\$79.99/month

Commercial Site #3 – 1003 S Orlando Ave, Winter Park, FL 32789		
Provider	Type of Service	Cost
Brighthouse	Cable up to 350Mbps/25Mbps *	\$250/month
CenturyLink	DSL up to 20Mbps/2Mbps	\$79.99/month

Commercial Site #4 – 214 South Park Avenue, Winter Park, FL 32789		
Provider	Type of Service	Cost
Brighthouse	Cable up to 350Mbps/25Mbps *	\$250/month
CenturyLink	DSL up to 20Mbps/2Mbps	\$79.99/month

Commercial Site #5 - 4070 Aloma Ave #1010, Winter Park, FL 32792		
Provider	Type of Service	Cost
Brighthouse	Cable up to 350Mbps/25Mbps *	\$250/month
CenturyLink	DSL up to 20Mbps/2Mbps	\$79.99/month

* Fiber to the Premise available based on engineering survey. Prices begin at \$1200/month for 10Mbps/10Mbps



Appendix B – Broadband Penetration



Appendix C – Glossary

3G – Third Generation	The third generation of mobile broadband technology, used by smart phones, tablets, and other mobile devices to access the web.
4G – Fourth Generation	The fourth generation of mobile broadband technology, used by smart phones, tablets, and other mobile devices to access the web.
ADSL – Asymmetric Digital Subscriber Line	DSL service with a larger portion of the capacity devoted to downstream communications, less to upstream. Typically thought of as a residential service.
ADSS – All-Dielectric Self-Supporting	A type of optical fiber cable that contains no conductive metal elements.
AMR/AMI – Automatic Meter Reading/Advanced Metering Infrastructure	Electrical meters that measure more than simple consumption and an associated communication network to report the measurements.
ATM – Asynchronous Transfer Mode	A data service offering that can be used for interconnection of customer's LAN. ATM provides service from 1 Mbps to 145 Mbps utilizing Cell Relay Packets.
Bandwidth	The amount of data transmitted in a given amount of time; usually measured in bits per second, kilobits per second (kbps), Megabits per second (Mbps), and Gigabits per second (Gbps).
Bit	A single unit of data, either a one or a zero. In the world of broadband, bits are used to refer to the amount of transmitted data. A kilobit (Kb) is approximately 1,000 bits. A Megabit (Mb) is approximately 1,000,000 bits. There are 8 bits in a byte (which is the unit used to measure storage space), therefore a 1 Mbps connection takes about 8 seconds to transfer 1 megabyte of data (about the size of a typical digital camera photo).
BPL – Broadband over Powerline	A technology that provides broadband service over existing electrical power lines.
BPON – Broadband Passive Optical Network	BPON is a point-to-multipoint fiber-lean architecture network system which uses passive splitters to deliver signals to multiple users. Instead of running a separate strand of fiber from the CO to every customer, BPON uses a single strand of fiber to serve up to 32 subscribers.
Broadband	A descriptive term for evolving digital technologies that provide consumers with integrated access to voice, high-speed data service, video-demand services, and interactive delivery services (e.g. DSL, Cable Internet).
CAD – Computer Aided Design	The use of computer systems to assist in the creation, modification, analysis, or optimization of a design.



CAI – Community Anchor Institutions	The National Telecommunications and Information Administration defined CAIs in its SBDD program as “Schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and entities”. Universities, colleges, community colleges, K-12 schools, libraries, health care facilities, social service providers, public safety entities, government and municipal offices are all community anchor institutions.
CAP – Competitive Access Provider	(or “Bypass Carrier”) A Company that provides network links between the customer and the Inter-Exchange Carrier or even directly to the Internet Service Provider. CAPs operate private networks independent of Local Exchange Carriers.
Cellular	A mobile communications system that uses a combination of radio transmission and conventional telephone switching to permit telephone communications to and from mobile users within a specified area.
CLEC – Competitive Local Exchange Carrier	Wireline service provider that is authorized under state and Federal rules to compete with ILECs to provide local telephone service. CLECs provide telephone services in one of three ways or a combination thereof: 1) by building or rebuilding telecommunications facilities of their own, 2) by leasing capacity from another local telephone company (typically an ILEC) and reselling it, and 3) by leasing discrete parts of the ILEC network referred to as UNEs.
CO – Central Office	A circuit switch where the phone lines in a geographical area come together, usually housed in a small building.
Coaxial Cable	A type of cable that can carry large amounts of bandwidth over long distances. Cable TV and cable modem service both utilize this technology.
CPE – Customer Premise Equipment	Any terminal and associated equipment located at a subscriber's premises and connected with a carrier's telecommunication channel at the demarcation point ("demarc").
CWDM – Coarse Wavelength Division Multiplexing	A technology similar to DWDM only utilizing less wavelengths in a more customer-facing application whereby less bandwidth is required per fiber.
Demarcation Point (“demarc”)	The point at which the public switched telephone network ends and connects with the customer's on-premises wiring.
Dial-Up	A technology that provides customers with access to the Internet over an existing telephone line.



DLEC – Data Local Exchange Carrier	DLECs deliver high-speed access to the Internet, not voice. Examples of DLECs include Covad, Northpoint and Rhythms.
Downstream	Data flowing from the Internet to a computer (Surfing the net, getting E-mail, downloading a file).
DSL – Digital Subscriber Line	The use of a copper telephone line to deliver “always on” broadband Internet service.
DSLAM – Digital Subscriber Line Access Multiplier	A piece of technology installed at a telephone company’s Central Office (CO) and connects the carrier to the subscriber loop (and ultimately the customer’s PC).
DWDM – Dense Wavelength Division Multiplexing	An optical technology used to increase bandwidth over existing fiber-optic networks. DWDM works by combining and transmitting multiple signals simultaneously at different wavelengths on the same fiber. In effect, one fiber is transformed into multiple virtual fibers.
E-Rate	A Federal program that provides subsidy for voice and data circuits as well as internal network connections to qualified schools and libraries. The subsidy is based on a percentage designated by the FCC.
EON – Ethernet Optical Network	The use of Ethernet LAN packets running over a fiber network.
EvDO – Evolution Data Only	EvDO is a wireless technology that provides data connections that are 10 times as fast as a traditional modem. This has been overtaken by 4G LTE.
FCC – Federal Communications Commission	A Federal regulatory agency that is responsible for regulating interstate and international communications by radio, television, wire, satellite and cable in all 50 states, the District of Columbia, and U.S. territories.
FDH – Fiber Distribution Hub	A connection and distribution point for optical fiber cables.
FTTN – Fiber to the Neighborhood	A hybrid network architecture involving optical fiber from the carrier network, terminating in a neighborhood cabinet with converts the signal from optical to electrical.
FTTP – Fiber to the premise (or FTTB – Fiber to the building)	A fiber-optic system that connects directly from the carrier network to the user premises.
GIS – Geographic Information Systems	A system designed to capture, store, manipulate, analyze, manage, and present all types of geographical data.
GPON- Gigabit-Capable Passive Optical Network	Similar to BPON, GPON allows for greater bandwidth through the use of a faster approach (up to 2.5 Gbps in current products) than BPON.
GPS – Global Positioning System	A space-based satellite navigation system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an



	unobstructed line of sight to four or more GPS satellites.
GSM – Global System for Mobile Communications	This is the current radio/telephone standard developed in Europe and implemented globally except in Japan and South Korea.
HD – High Definition (Video)	Video of substantially higher resolution than standard definition.
HFC – Hybrid Fiber Coaxial	An outside plant distribution cabling concept employing both fiber-optic and coaxial cable.
ICT – Information and Communications Technology	Often used as an extended synonym for information technology (IT), but it is more specific term that stresses the role of unified communications and the integration of telecommunications, computers as well as necessary enterprise software, middleware, storage, and audio-visual systems, which enable users to access, store, transmit, and manipulate information.
IEEE – Institute of Electrical Engineers	A professional association headquartered in New York City that is dedicated to advancing technological innovation and excellence.
ILEC – Incumbent Local Exchange Carrier	The traditional wireline telephone service providers within defined geographic areas. Prior to 1996, ILECs operated as monopolies having exclusive right and responsibility for providing local and local toll telephone service within LATAs.
IP-VPN – Internet Protocol-Virtual Private Network	A software-defined network offering the appearance, functionality, and usefulness of a dedicated private network.
ISDN – Integrated Services Digital Network	An alternative method to simultaneously carry voice, data, and other traffic, using the switched telephone network.
ISP – Internet Service Provider	A company providing Internet access to consumers and businesses, acting as a bridge between customer (end-user) and infrastructure owners for dial-up, cable modem and DSL services.
ITS – Intelligent Traffic System	Advanced applications which, without embodying intelligence as such, aim to provide innovative services relating to different modes of transport and traffic management and enable various users to be better informed and make safer, more coordinated, and 'smarter' use of transport networks.
Kbps – Kilobits per second	1,000 bits per second. A measure of how fast data can be transmitted.
LAN – Local Area Network	A geographically localized network consisting of both hardware and software. The network can link workstations within a building or multiple computers with a single wireless Internet connection.
LATA – Local Access and	A geographic area within a divested Regional Bell Operating



Transport Areas	Company is permitted to offer exchange telecommunications and exchange access service. Calls between LATAs are often thought of as long distance service. Calls within a LATA (IntraLATA) typically include local and local toll services.
LEC – Local Exchange Carrier	The term for a public telephone company in the U.S. that provides local service.
Local Loop	A generic term for the connection between the customer's premises (home, office, etc.) and the provider's serving central office. Historically, this has been a copper wire connection; but in many areas it has transitioned to fiber optic. Also, wireless options are increasingly available for local loop capacity.
MAN – Metropolitan Area Network	A high-speed intra-city network that links multiple locations with a campus, city or LATA. A MAN typically extends as far as 30 miles.
Mbps – Megabits per second	1,000,000 bits per second. A measure of how fast data can be transmitted.
MPLS – Multiprotocol Label Switching	A mechanism in high-performance telecommunications networks that directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.
ONT – Optical Network Terminal	Used to terminate the fiber-optic line, demultiplex the signal into its component parts (voice telephone, television, and Internet), and provide power to customer telephones.
Overbuilding	Building excess capacity. In this context, it involves investment in additional infrastructure projects to provide competition.
OVS – Open Video Systems	OVS is a new option for those looking to offer cable television service outside the current framework of traditional regulation. It would allow more flexibility in providing service by reducing the build out requirements of new carriers.
PBX	private branch exchange, a private telephone switchboard
PON – Passive Optical Network	A Passive Optical Network consists of an optical line terminator located at the Central Office and a set of associated optical network terminals located at the customer's premise. Between them lies the optical distribution network comprised of fibers and passive splitters or couplers. In a PON network, a single piece of fiber can be run from the serving exchange out to a subdivision or office park, and then individual fiber strands



	to each building or serving equipment can be split from the main fiber using passive splitters / couplers. This allows for an expensive piece of fiber cable from the exchange to the customer to be shared amongst many customers, thereby dramatically lowering the overall costs of deployment for fiber to the business (FTTB/FTTP) or fiber to the home (FTTH) applications.
QOS – Quality of Service	QoS (Quality of Service) refers to a broad collection of networking technologies and techniques. The goal of QoS is to provide guarantees on the ability of a network to deliver predictable results, which are reflected in Service Level Agreements or SLAs. Elements of network performance within the scope of QoS often include availability (uptime), bandwidth (throughput), latency (delay), and error rate. QoS involves prioritization of network traffic.
RF – Radio Frequency	A rate of oscillation in the range of about 3 kHz to 300 GHz, which corresponds to the frequency of radio waves, and the alternating currents which carry radio signals.
Right-of-Way	A legal right of passage over land owned by another. Carriers and service providers must obtain right-of-way to dig trenches or plant poles for cable systems, and to place wireless antennae.
RMS – Resource Management System	A system used to track telecommunications assets.
RPR – Resilient Packet Ring	Also known as IEEE 802.17, is a protocol standard designed for the optimized transport of data traffic over optical fiber ring networks.
RUS – Rural Utility Service	A division of the United States Department of Agriculture, it promotes universal service in rural unserved and underserved areas of the country with grants, loans, and financing. Formerly known as “REA” or the Rural Electrification Administration.
SIP – Session Initiation Protocol	A communications protocol for signaling and controlling multimedia communication sessions.
SLA	Service Level Agreement
SCADA – Supervisory Control and Data Acquisition	A type of industrial control system (ICS). Industrial control systems are computer controlled systems that monitor and control industrial processes that exist in the physical world.
SNMP – Simple Network Management Protocol	An Internet-standard protocol for managing devices on IP networks.
SONET – Synchronous Optical Network	A family of fiber-optic transmission rates.



Streaming	Streamed data is any information/data that is delivered from a server to a host where the data represents information that must be delivered in real time. This could be video, audio, graphics, slide shows, web tours, combinations of these, or any other real time application.
Subscribership	Subscribership is how many customers have subscribed for a particular telecommunications service.
Switched Network	A domestic telecommunications network usually accessed by telephone, key telephone systems, private branch exchange trunks, and data arrangements.
T-1 – Trunk Level 1	A digital transmission link with a total signaling speed of 1.544 Mbps. It is a standard for digital transmission in North America.
T-3 – Trunk Level 3	28 T1 lines or 44.736 Mbps.
UNE – Unbundled Network Element	Leased portions of a carrier's (typically an ILEC's) network used by another carrier to provide service to customers. Over time, the obligation to provide UNEs has been greatly narrowed, such that the most common UNE now is the UNE-Loop.
Universal Service	The idea of providing every home in the United States with basic telephone service.
Upstream	Data flowing from your computer to the Internet (sending E-mail, uploading a file).
UPS – Uninterruptable Power Supply	An electrical apparatus that provides emergency power to a load when the input power source, typically main power, fails.
USAC – Universal Service Administrative Company	An independent American nonprofit corporation designated as the administrator of the Federal Universal Service Fund (USF) and E-Rate program by the Federal Communications Commission.
VDSL – Very High Data Rate Digital Subscriber Line	A developing digital subscriber line (DSL) technology providing data transmission faster than ADSL over a single flat untwisted or twisted pair of copper wires (up to 52 Mbit/s downstream and 16 Mbit/s upstream), and on coaxial cable (up to 85 Mbit/s down and upstream); using the frequency band from 25 kHz to 12 MHz.
Video on Demand	A service that allows users to remotely choose a movie from a digital library whenever they like and be able to pause, fast-forward, and rewind their selection.
VLAN – Virtual Local Area Network	In computer networking, a single layer-2 network may be partitioned to create multiple distinct broadcast domains, which are mutually isolated so that packets can only pass between them via one or more routers; such a domain is



	referred to as a Virtual Local Area Network, Virtual LAN or VLAN.
VoIP – Voice over Internet Protocol	An application that employs a data network (using a broadband connection) to transmit voice conversations using Internet Protocol.
VPN – Virtual Private Network	A virtual private network (VPN) extends a private network across a public network, such as the Internet. It enables a computer to send and receive data across shared or public networks as if it were directly connected to the private network, while benefitting from the functionality, security and management policies of the private network. This is done by establishing a virtual point-to-point connection through the use of dedicated connections, encryption, or a combination of the two.
WAN – Wide Area Network	A network that covers a broad area (i.e., any telecommunications network that links across metropolitan, regional, or national boundaries) using private or public network transports.
WiFi	WiFi is a popular technology that allows an electronic device to exchange data or connect to the Internet wirelessly using radio waves. The WiFi Alliance defines WiFi as any "wireless local area network (WLAN) products that are based on the Institute of Electrical and Electronics Engineers' (IEEE) 802.11 standards".
WiMax	WiMax is a wireless technology that provides high-throughput broadband connections over long distances. WiMax can be used for a number of applications, including "last mile" broadband connections, hotspot and cellular backhaul, and high speed enterprise connectivity for businesses.
Wireless	Telephone service transmitted via cellular, PCS, satellite, or other technologies that do not require the telephone to be connected to a land-based line.
Wireless Internet	1) Internet applications and access using mobile devices such as cell phones and palm devices. 2) Broadband Internet service provided via wireless connection, such as satellite or tower transmitters.
Wireline	Service based on infrastructure on, in or near the ground, such as copper telephone wires, coaxial cable, or fiber cables underground or on utility poles.
WLAN – Wireless Local Area Network	Wireless computer network that links two or more devices using a wireless distribution method (often spread-spectrum or OFDM radio) within a limited area such as a home,



	school, computer laboratory, or office building.
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City Commission **agenda item**

item type Consent Agenda	meeting date January 11, 2023
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following contracts:

item list

1. Xylem Water Solutions USA, Inc. - SS23-12 - Flygt Products; Amount: \$200,000 for goods on an as needed basis for the remainder of the current term through September 30, 2023.
2. Matheson Tri-Gas, Inc. - Renewal of IFB16-21 - Purchase & Delivery of Liquid Oxygen; Amount: \$230,000 for goods on an as needed basis for the duration of the term through January 11, 2024.
3. CJ's Sales & Service of Ocala, Inc. - Renewal of IFB3-20 - Auxiliary Generator Maintenance; Amount: \$300,000 for services on an as needed basis for the duration of the term through February 14, 2024.
4. Kenick, Inc. - FY23-21 - Home Services Program; Amount: \$80,000 for services on an as needed basis for the duration of the term through January 11, 2025.
5. Florida Municipal Power Agency - Power Sales Contract - FL Solar 7 REPPA - Amendment 1; Rate Adjustment

motion / recommendation

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

background

- 1: Sole Source was posted on the City's website for 15 business days in accordance with Florida Statutes. Additional funds are needed for replacement of aging pumps at multiple lift stations throughout the City.
- 2-3: Formal solicitations were issued to award these contracts.
- 4: Formal Agreement for continuation of the City's Home Services Program.
5. As a result of the unforeseen market conditions, rates are being adjusted to maintain viability of the project.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date January 11, 2023
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contracts:

item list

1. Home Depot USA, Inc. - US Communities Contract #16154 - Maintenance & Hardware Supplies; For goods on an as-needed basis during the term of the Agreement through December 31, 2026; Amount: \$275,000.
2. Bayside Dredging LLC - City of Tampa Contract #101100422 - Outfall Maintenance Services; For services on an as-needed basis during the term of the Agreement through December 15, 2023; Amount: \$600,000.
3. Monro, Inc. - State of Florida Contract #25172500-19-ACS - Tires, Tubes and Services (Goodyear); For goods on an as-needed basis during the term of the Agreement through March 31, 2024; Amount: \$175,000.

motion / recommendation

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

background

1-3: The originating agencies conducted a formal solicitation process to award contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission agenda item

item type Action Items Requiring Discussion	meeting date January 11, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Intelligent Growth and Development	

subject

RFP18-22 Old Library Building Proposed Lease Consideration Deal Points and Presentation.

motion / recommendation

Decline the current offer from the sole respondent and consider alternatives for next steps.

background

The city previously released RFP18-22 Lease and Reimagine City-Owned Building and Property at 460 E. New England Avenue during the summer and received one response from Harbert Realty Services. The proposal met the constraints of the RFP that called for limited food service, no residential, no parking garage, and reuse of the existing building. Harbert's proposal largely involves high-end co-workspace on the 2nd and 3rd floors and a limited cafe with wellness concepts on the first floor. The City Commission subsequently approved entering into a 90-day negotiation and due diligence period as well as hosting a community meeting. A community meeting was hosted on-site on November 17th with a total attendance of 24 persons, including 4 City Commissioners. Harbert Realty Services has spent considerable time performing their analysis of the building and property and has recently responded to staff's counteroffer regarding their deal points for entering into contractual negotiations. The revised offer is now lower than the original RFP response and staff cannot recommend approving the deal points as they currently stand and is recommending that the City Commission reconsider options for the site given the limited response to the original solicitation due to the constraints in the RFP and the apparent high cost required to bring the existing building up to a marketable standard.

Below is a list of key dates and a comparison of offers and counteroffers:

June 16: Single proposal from Harbert Realty Services received in response to RFP
 August 11: Commission approves entering into a 90-day negotiation period
 August 22: Staff sends counter proposal, beginning 90-day negotiation period
 November 17: Community meeting hosted at Old Library
 December 2: Harbert Realty Counter to Staff Proposal (attached as Library LOI Response FINAL)
 December 14: City Commission consideration of offer and presentation by Harbert Realty Services

Topic	Original RFP Response	City Counter August 22, 2022	Harbert Revised Final Offer
Lease Type	NNN	Agreed	Agreed
Rate	\$250,000 Annually	\$300,000 Annually	\$150,000 Annually
Initial Term	60 Years	20 - 40 Years	20 Years
Options to Renew	Four, 10-yr options	Agreed, if mutual at time of renewal	Five, 10-yr options at Harbert sole discretion
Rent Escalation	10% every 5 years	Adjust by CPI, with a floor of 2% annually	Flat 2% annual escalation
Rent Commencement	360 days from lease execution	At lease execution date	365 days from lease execution
Capital Investment	Est. at \$10.56 million	Agreed	Est. at \$14 million or \$425 per SF
Transfer of Rights		Requires City Approval	Agreed
Zoning		Rezoning will be Required	Agreed
Parking		Parking needs will need to be accommodated	Agreed, must be approved by developer, tenants, and Commission
Restrictions on Use		Restrictions in RFP will extend to future tenancy	Not currently addressed at time of writing this item.

Staff believes that the level of investment that Harbert anticipates investing in the building is driving down their ability to offer more considerable lease payment terms. With almost \$14 million in planned investment, it's comparable to building a brand-new building. At the Community meeting most comments were about parking concerns at the site with limited questions as to why the building was being preserved, which parties would be financially responsible for various costs, what type of tenants would be in the

building, and would the site pay property taxes once developed.

It is staff's opinion that the office use being proposed for the site is needed in Winter Park as very little office inventory has been added in the city over the last decade. Additionally, the quality of the renderings and level of investment into the site are considerable. Staff's sole objection to the offer relate to the financial considerations of the proposal terms that value the asset far below what a conventional ground lease would offer. A traditional long-term ground lease (with no restrictions) is often valued at an annual payment of 7 - 10% of appraised value with agreed to annual escalations. The value of the site varies considerably depending upon use but in conversations with the city's broker, it is expected that the site could be worth about \$10 million. This would equate to an annual payment of \$700k to \$1 million annually but would require a similarly long period of time, such as 70 years or more. Staff had been willing to accept a lower annual payment due to the use constraints placed on the RFP and if the term of the lease was much shorter, as the value of the capital investment being made in the building would still be of value to the city at lease termination. However, at 70 years and \$150k annually with only a 2% escalation, this reduces the financial benefit of the disposition of this asset.

Staff would like to thank Harbert Realty Services for truly investing considerable time and resources into their review of the building and staff's opinion is in no way a reflection on the character and quality of their work. Staff has no doubt that Harbert would be an excellent steward of this asset but that financially, the current scenario isn't advantageous to the city.

Harbert has recently provided a draft lease agreement that has been included with this item. It has not been reviewed by staff and the City Attorney at the time of writing this item but would provide a more formal template of their offer. Harbert will be attending the meeting and offering a presentation as part of this discussion.

alternatives / other considerations

The city has gone through numerous public processes regarding the site and not determined a conclusive community need for the existing building. If the proposal to renovate the existing building is turned down, the city could return to consideration of either a conventional ground lease or a sale depending upon the will of the Commission. Concerns about redevelopment could be controlled by rezoning prior to any decision to release the property or indicating what types of development would be desired that have lower parking demand (e.g., office or limited luxury condo, etc.). If any other options are considered, Harbert has expressed their interest in participating.

The existing building could be maintained as-is and unoccupied. The AC system needs to be replaced at a cost of about \$250k and any future occupancy of the building would require considerable capital investment. Original staff estimates during the Old Library Task Force put the requirement at about \$5 million. Staff would presume that's closer to

\$7 million now and it would largely be to make the space usable as it current looks and would not involve any changes to the exterior look and feel of the structure. Staff estimates that demolition of the property would cost around \$80k but has not obtained any quotes.

fiscal impact

Staff used net present value to analyze varying offers and scenarios. Attached is a breakdown of multiple iterations that include: the Original Offer, City Counteroffer, Revised Offer from the respondent, and then a conventional Ground Lease based on unrestricted use of the property. All of these used a 70-year term as that would be the term of the Revised Offer proposed by Harbert and would allow all the options to be compared to one another. Staff used a 5% discount rate and assumed that escalation would be 2% annually under the City Counter scenario (See attached Old Library Net Present Value Analysis).

ATTACHMENTS:

[Library LOI Response FINAL 12022023.pdf](#)

ATTACHMENTS:

[Old Library Net Present Value Analysis.pdf](#)

ATTACHMENTS:

[Harbert Winter Park Library Ground Lease Draft.pdf](#)

December 2, 2022

Mr. Peter Moore
Division Director - OMB
City of Winter Park
401 S. Park Avenue
Winter Park, Florida

Re: Former Winter Park Library – Ground Lease Proposal Response

Dear Peter:

Harbert Realty Services is pleased to present the following proposal to ground lease the former Library Building located at 460 E. New England Avenue, Winter Park, Florida.

Tenant: Harbert Realty Services, LLC and/or its assigns.

Landlord: City of Winter Park Florida- the (“City”).

Property: The premises consist of the former Winter Park Library building and parcel located at 460 E. New England Avenue, Winter Park, Florida. The building is 3-stories and measures approximately 33,000 rentable square feet on 1.75 acres of land – the (“Property”).

Redevelopment

Cost: Tenant will invest an estimated \$14,000,000 or \$425.00 per rentable square foot in the Building. (Please see Exhibits “A” & “B”)

Term: The lease term shall be for a period of twenty (20) years with five (5) ten (10) year options at Tenant’s election with 90-day notice.

Lease Type: The Lease shall be a triple net lease (“NNN”). Tenant is responsible for any taxes, fees, assessments, or costs associated with the property.

Lease Commencement

Date: The Lease Commencement Date shall be the date of Lease execution.

Rent Commencement

Date: The Rent Commencement Date shall be 365 days from Lease execution.

Base Rental Rate: The Base Rental Rate shall total \$150,000 annually. The Base Rental Rate shall increase by two percent (2%) annually.

Transfer: The rights granted under any final agreement cannot be sold or transferred to another party without prior approval by the City of Winter Park.

Parking: Parking requirements and any accommodation for parking will be determined by Tenant and Landlord and approved by the City of Winter Park.

Rezoning: Subject to a rezoning of the Property.

Right to Purchase: During the initial term and extension periods of the lease, the Tenant will have the exclusive right to purchase the Property in the event the City elects to sell the Property. The value of the Property shall be determined through a mutually agreed upon appraisal process. Tenant shall have thirty (30) days to either accept or reject said offer. If accepted, Tenant shall have sixty (60) days to close.

Right of First Refusal:

Prior to execution to the ground lease:

1. If the City elects to sell the Property outright instead of entering a ground lease Tenant shall have a Right of First Refusal (ROFR). The City will engage to complete two (2) independent appraisals. The mutually acceptable price will be determined by averaging these two appraisals and respective values. Tenant shall have thirty (30) days to either accept or reject said offer. If accepted Tenant shall have sixty (60) days to close.
2. If the City elects to demolish and eliminate the existing structure and allows for a newly constructed ground-up building, Tenant shall have the Right of First Offer (ROFO) to submit design, conceptual plans and pricing and Tenant shall provide an amended Base Rental Rate Structure based on the updated pricing model and design.



Acceptance:

The terms of this proposal are suggested business terms and are being submitted solely for its review and acceptance as a basis for a mutually acceptable lease. Any lease shall become effective only upon execution and delivery thereof by both Landlord and Tenant. Harbert Realty Services, LLC., reserves the right to modify or withdraw this letter of intent at any time up to the execution and delivery of a lease agreement by the parties.

Sincerely yours,

HARBERT REALTY SERVICES, LLC

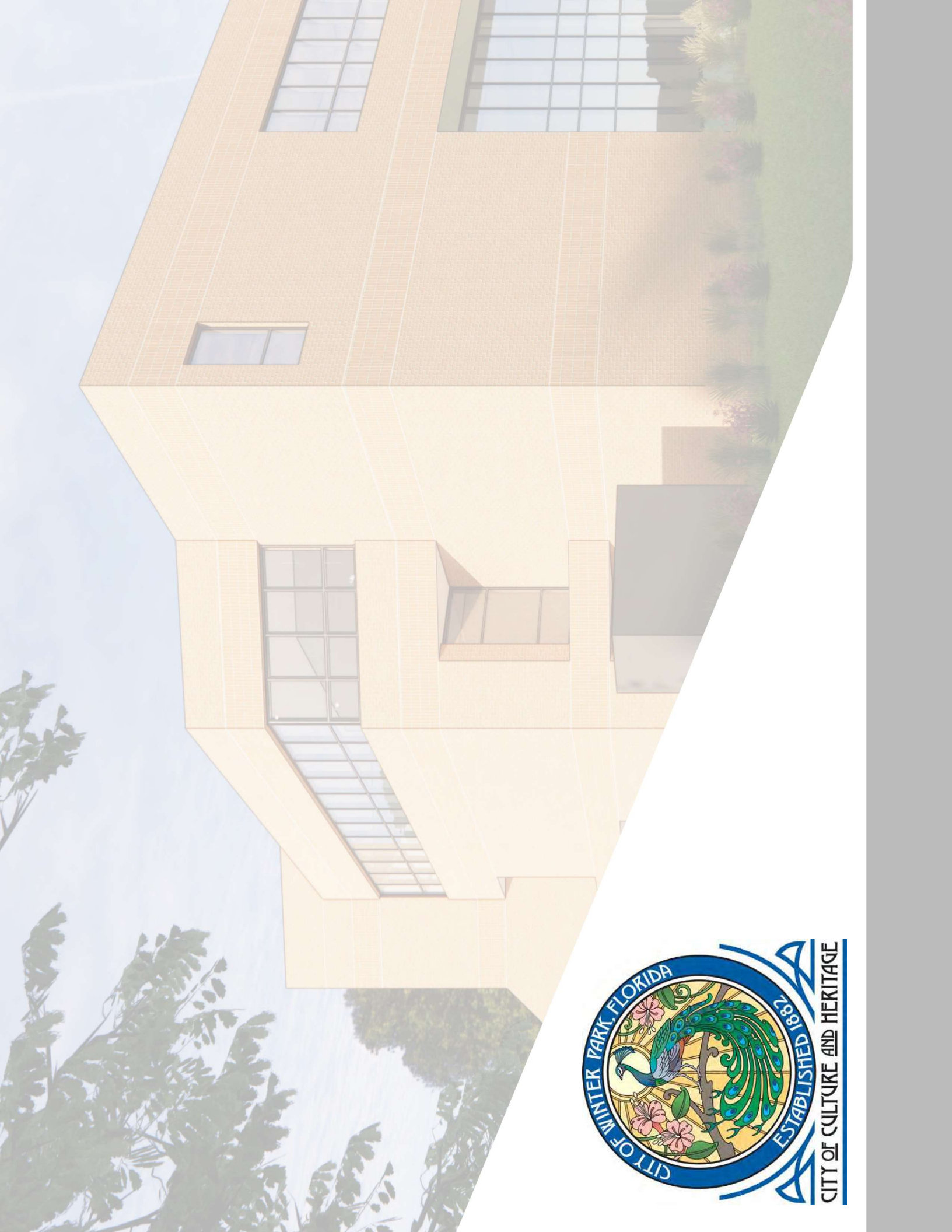
A large, stylized handwritten signature in black ink, appearing to read 'David Williams', is written over the printed name and title.

David Williams
President and Chief Executive Officer

DW/jm

cc: Damien Madsen





Building Enclosure:

1.

Exterior Wall System:

a)

Exterior concrete masonry CMU construction with ribbon windows, glass curtain wall and aluminum shading structures.

b)

Curtainwall system:

i.

Curtain wall window panels with aluminum curtainwall mullion extensions 1'-0" wide selected from standard profile options with Kynar finish.

2.

Windows/Glazing:

a)

1" insulated glazing throughout entire building: color anodized aluminum with thermal break frame, insulating glass consisting of low-e, heat strengthened exterior lite and clear interior lite. Standard system of Kawneer IR 1600 Wall with special vertical caps (will select from manufacturer's available dies).

b)

Curtainwall (Fixed glazing): shall consist of 3 Coat Kynar finish, thermal break aluminum sections and insulating glass of same characteristics as that for windows.

c)

Fixed glazing shall consist of standard tubular extruded aluminum sections thermal break aluminum sections and insulating glass of same characteristics as that for windows.

d)

All exterior openings must comply with current FPA certification requirements.
- 3. Exterior Doors:**
- a)

Main entrance doors: Glass and aluminum, with fluoropolymer finish, stile and rail doors and aluminum frame and glass vestibules. Doors shall be auto-operating.

b)

Exterior doors serving as means of egress: hollow metal doors, 16 gauge faceplates with appropriate label. Other entry doors: medium stile aluminum, with tempered glazing, swing type.

c)

Remainder of exterior doors serving as means of egress: hollow metal doors, 16 gauge faceplates with appropriate label.

d)

Exterior hollow metal frames: welded hollow metal, 14 gauge.

Roofing:

a)

Roof: Existing to remain.
- Building Finishes:**
1.

Floors:

a)

Porcelain tile for Toilet Rooms: unglazed porcelain 12" x 24" x 1/4", thin
- c)

Exposed concrete

d)

Sealed concrete

Walls:

a)

Construction:

i.

All panels in both sides of toilet

ii.

Main corridor

iii.

on both sides of shaft

iv.

Shaft vestibule gypsum board published

iv.

Sound shall be other

b)

Finishes:

i.

Porcelain 12" x 24"

ii.

American up with Public

iii.

Walnut Acoustic

iv.

Nominally "Sound" Epoxy

v.

Thermal Surface primer by the surface

vi.

Wood Walnut Panels

- c) Ceilings:
 - i. 50% gypsum wall board with 50% Acoustical Ceiling panels in toilet rooms.
 - ii. 50% Hard Ceilings for Lobby and ground floor public areas with level 5 finish.
 - iii. 50% acoustical ceiling tile systems in public lobbies: Tech Zone system by Armstrong – in public spaces – 4x4 Optima 3160 * 6"x48" – 1400; Suspension System: Prelude XL 15/16".
 - iv. Exposed structure in tenant areas and mechanical / electrical rooms.
- 3. Doors:
 - a) Interior Doors:
 - i. Doors: 1-3/4" thick 7'-0" solid core wood doors, except where specified otherwise. Hardwood veneer for transparent finish.
 - ii. New common area doors and stair doors: solid core wood doors, with labeling appropriate to location. New common area doors shall be 8'-0" minimum height.
 - iii. Main public area entry doors to be wood to match standard (new solid core).
 - b) Frames:
 - i. Typically, interior frames shall be welded hollow metal 16 gauge.

Equipment, Casework, and Furnishings:

- 1. Millwork:
 - a) Counters: millwork with solid plastic surface, solid wood-stained and wood trim (finish to match wood doors) with Schluter corner edge (for impact resistance).
 - b) Countertops: Quartz (at toilet rooms and cafe counter tops).
- 2. Owner-Furnished Contractor-Installed Equipment:
 - a) Assume installation of Owner-Furnished equipment.

Conveying Equipment:

- 1. Elevator:
 - a) Passenger: Gen2 underslung machine-roomless elevator
 - i. Capacity: 3,500 pounds

CHASE AVE.

E. NEW ENGLAND AVE.

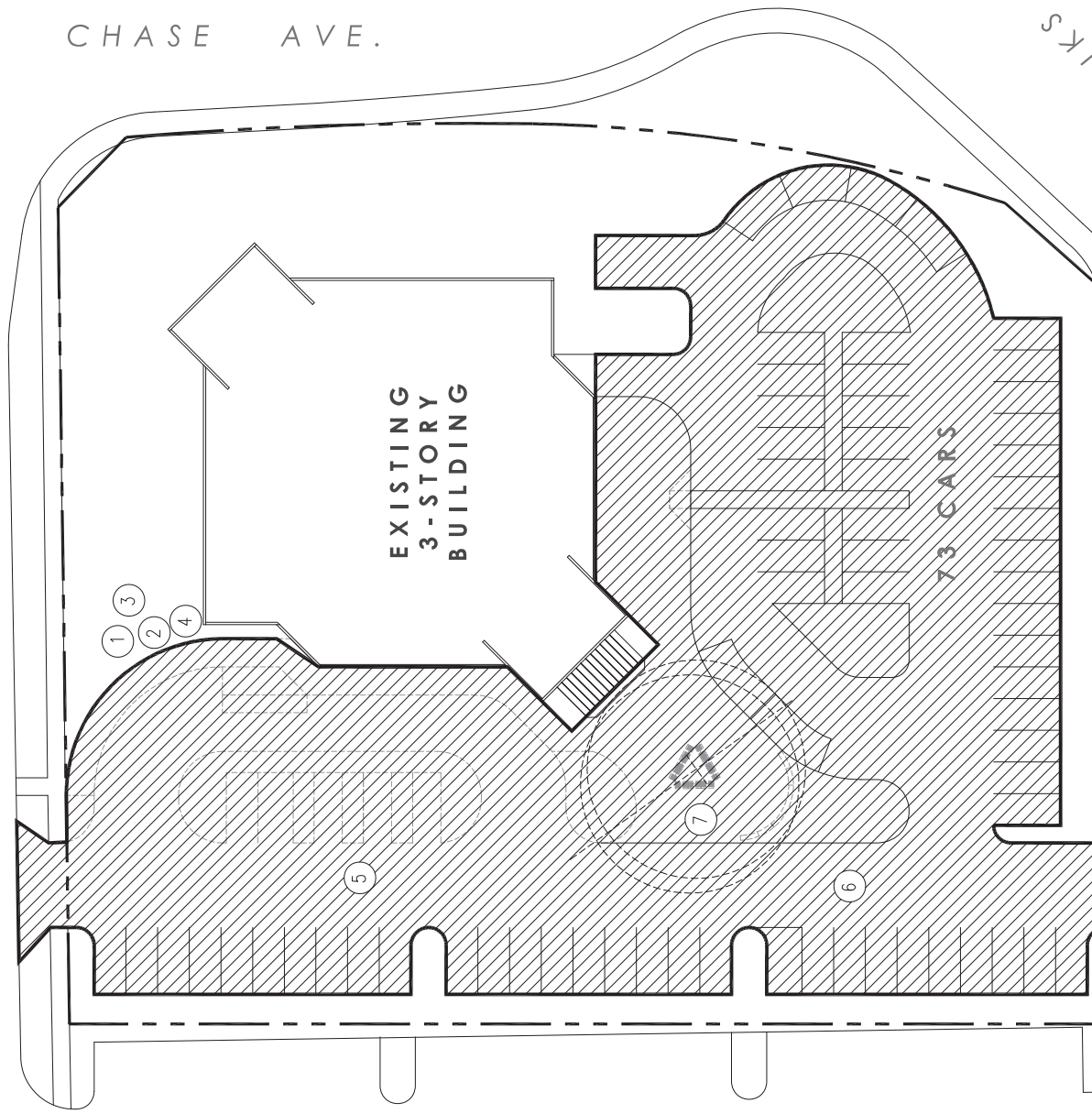
EXISTING
3-STORY
BUILDING

73 CARS



E. NEW ENGLAND AVE.

CHASE AVE.



1. REMOVE EXISTING SIDEWALK
2. REMOVE EXISTING GUARDRAIL
3. REMOVE EXISTING STORMDRAIN AND ALL ASSOCIATED PIPING
4. REMOVE EXISTING FLAG POLE
5. REMOVE EXISTING LIGHT POLE AND LANDSCAPE LIGHTING WITH ALL ASSOCIATED WIRING AND CONDUIT BACK TO PANEL
6. REMOVE EXISTING PAVERS, BOLLARDS, CURBS, LANDSCAPE WALLS, PARKING SIGNS, BENCHES, EQUIPMENT, ETC.
7. PRESERVE AND PROTECT EXISTING OAK TREES DURING DEMOLITION WORK

CHASE AVE.

E. NEW ENGLAND AVE.

EXISTING
3-STORY
BUILDING

89 CARS

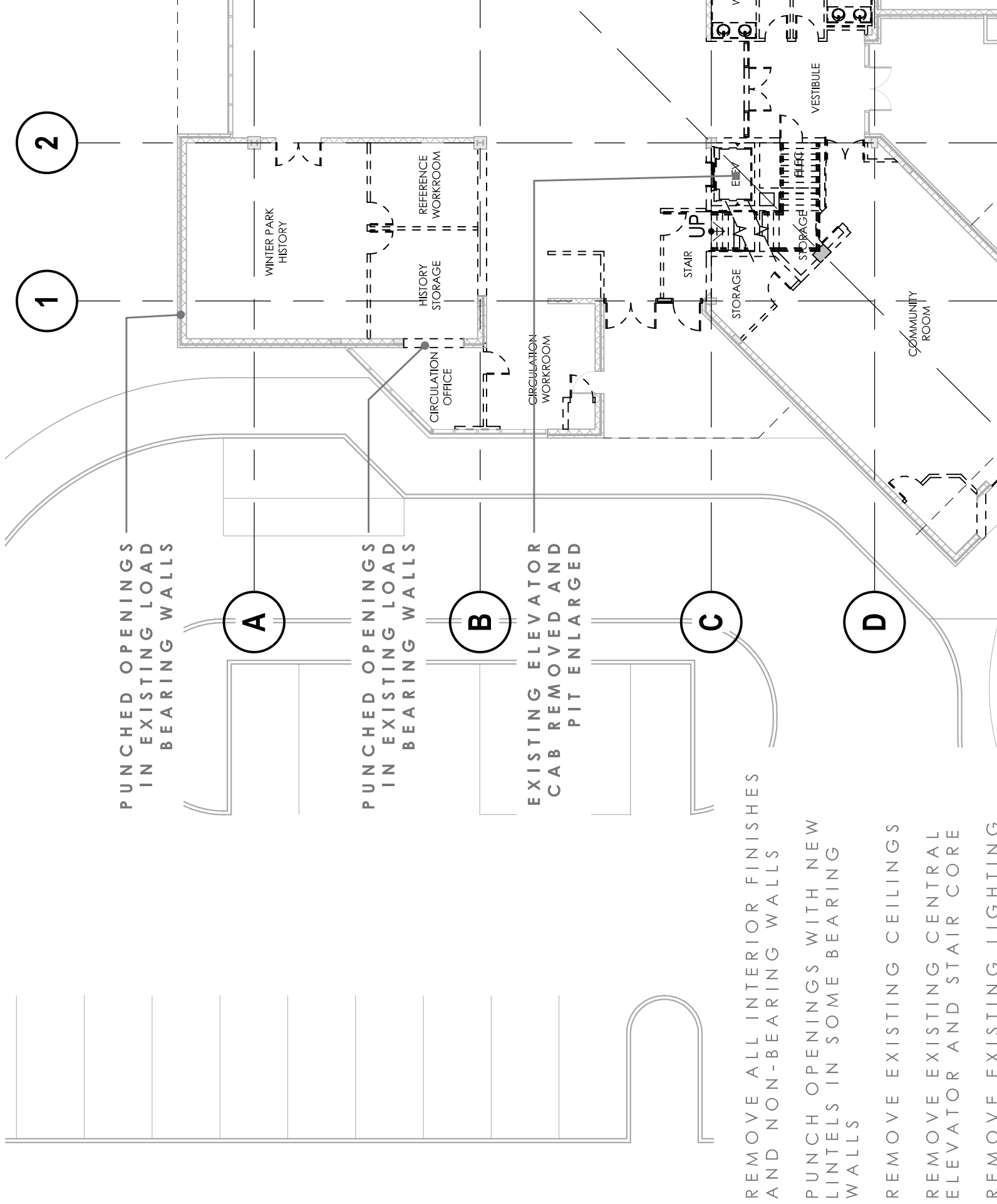
BALCONY ADDITIONS

NEW SCREENWALL
AROUND CHILLER

CONCRETE BENCH
AROUND OAK TREE

NEW DUMPSTER
ENCLOSURE





1. REMOVE ALL INTERIOR FINISHES AND NON-BEARING WALLS
2. PUNCH OPENINGS WITH NEW LINTELS IN SOME BEARING WALLS
3. REMOVE EXISTING CEILINGS
4. REMOVE EXISTING CENTRAL ELEVATOR AND STAIR CORE
5. REMOVE EXISTING LIGHTING

2

1

PUNCHED OPENINGS
IN EXISTING LOAD
BEARING WALLS

A

EXISTING HOLE IN
FLOOR TO BE FILLED

B

EXISTING ELEVATOR
CAB REMOVED AND
PIT ENLARGED

C

PUNCHED OPENINGS
IN EXISTING LOAD
BEARING WALLS

D

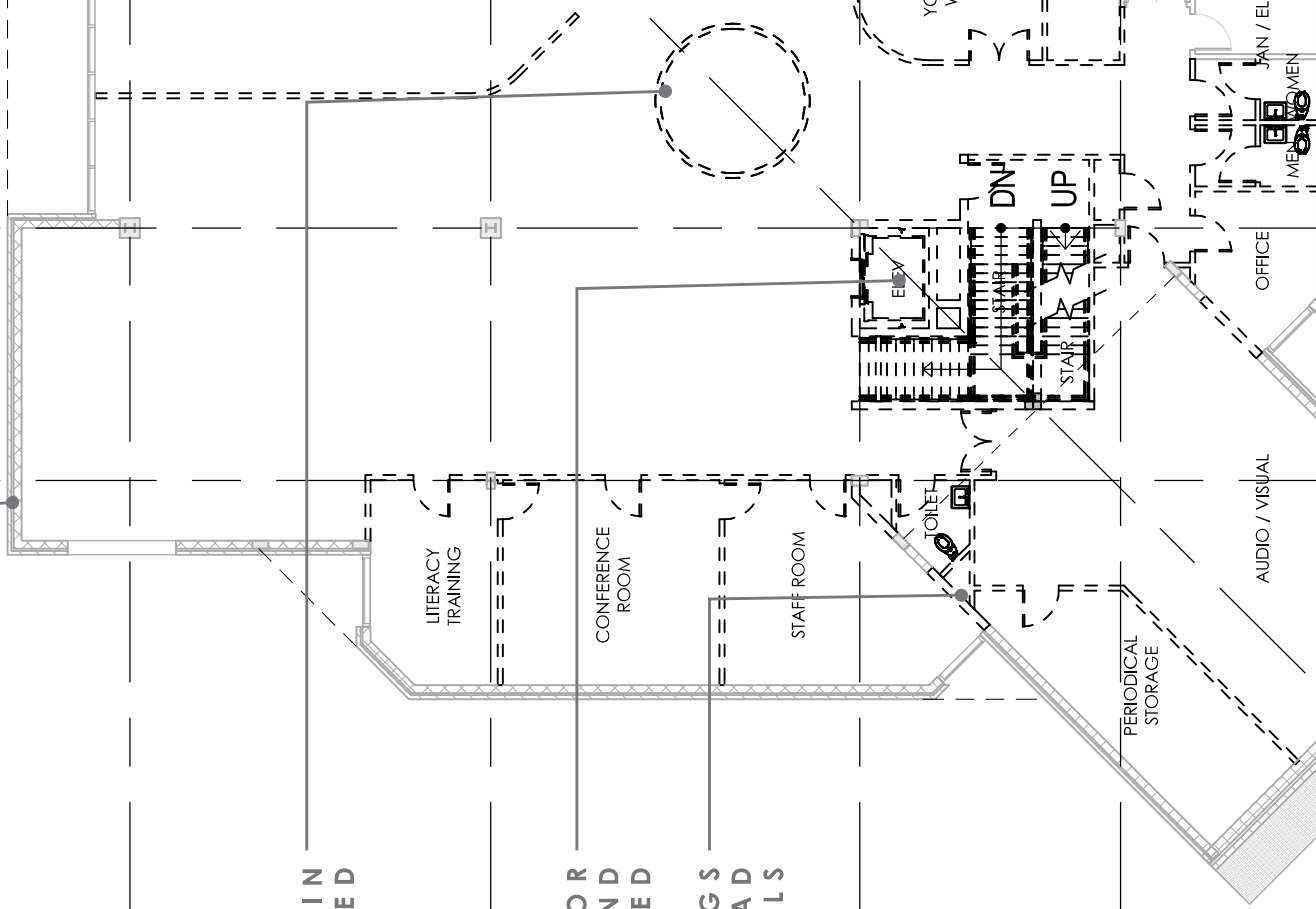
1. REMOVE ALL INTERIOR FINISHES
AND NON-BEARING WALLS

2. PUNCH OPENINGS WITH NEW
LINTELS IN SOME BEARING
WALLS

3. REMOVE EXISTING CEILINGS

4. REMOVE EXISTING CENTRAL
ELEVATOR AND STAIR CORE

5. REMOVE EXISTING LIGHTING



2

1

PUNCHED OPENINGS
IN EXISTING LOAD
BEARING WALLS

A

PUNCHED OPENINGS
IN EXISTING LOAD
BEARING WALLS

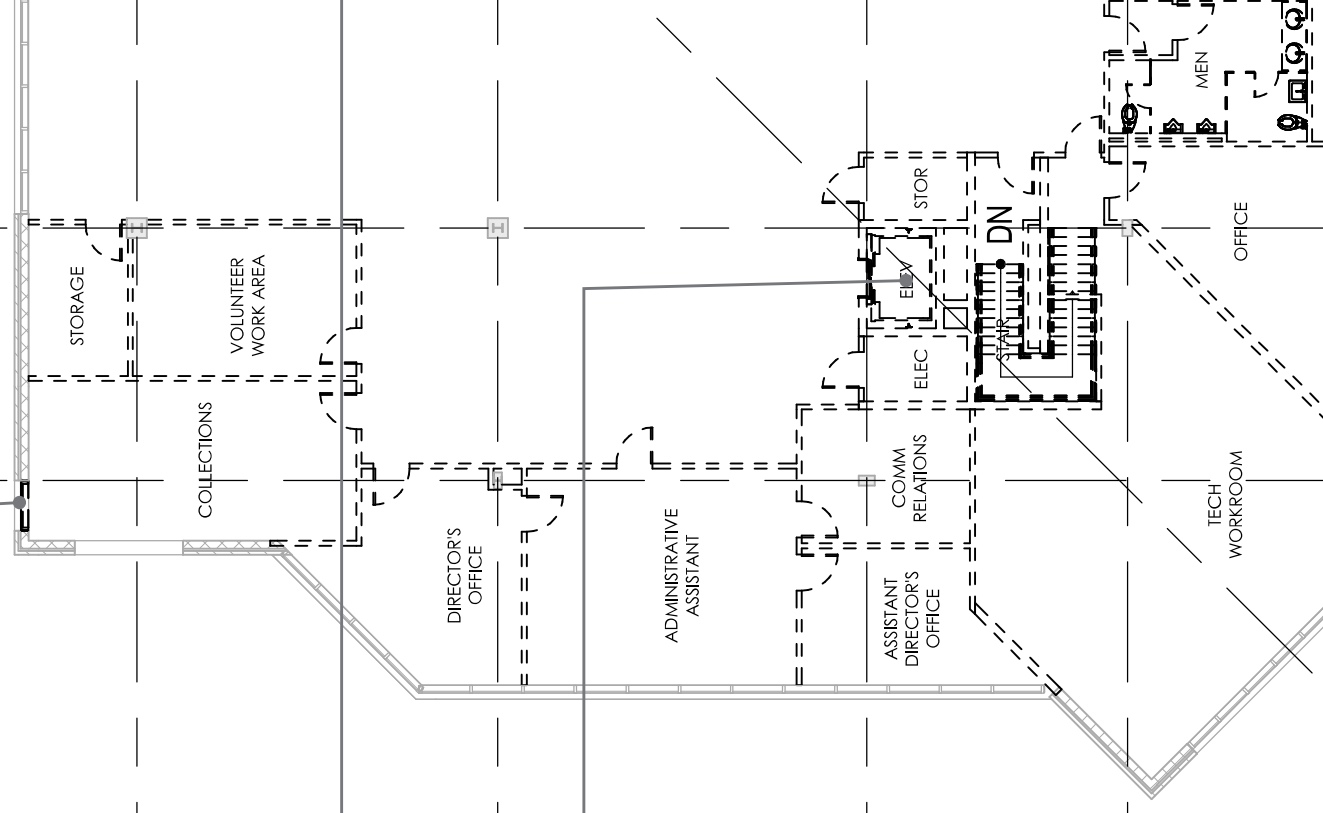
B

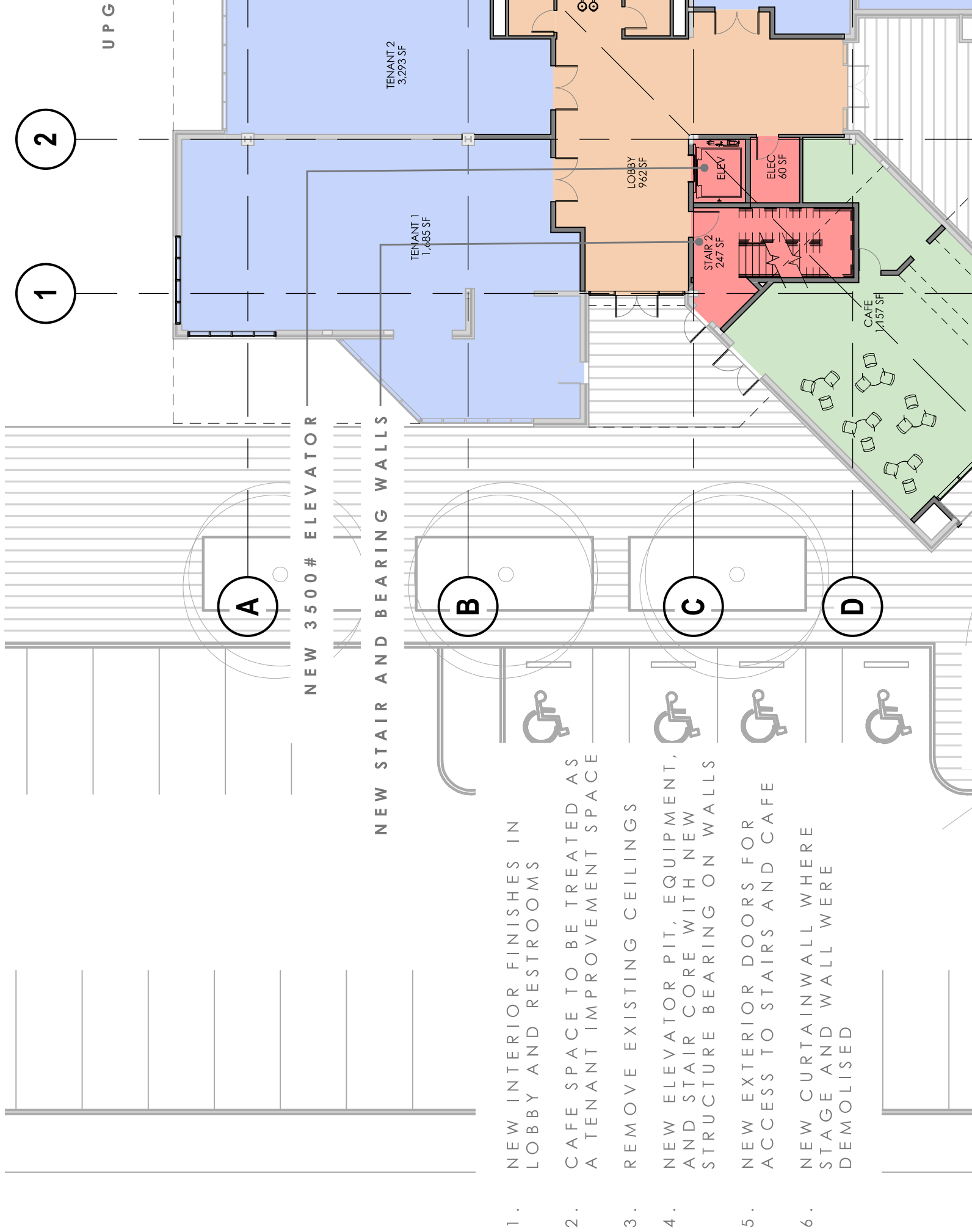
EXISTING ELEVATOR
CAB REMOVED AND
PIT ENLARGED

C

D

1. REMOVE ALL INTERIOR FINISHES
AND NON-BEARING WALLS
2. PUNCH OPENINGS WITH NEW
LINTELS IN SOME BEARING
WALLS
3. REMOVE EXISTING CEILINGS
4. REMOVE EXISTING CENTRAL
ELEVATOR AND STAIR CORE
5. REMOVE EXISTING LIGHTING





1. NEW INTERIOR FINISHES IN LOBBY AND RESTROOMS
2. CAFE SPACE TO BE TREATED AS A TENANT IMPROVEMENT SPACE
3. REMOVE EXISTING CEILINGS
4. NEW ELEVATOR PIT, EQUIPMENT, AND STAIR CORE WITH NEW STRUCTURE BEARING ON WALLS
5. NEW EXTERIOR DOORS FOR ACCESS TO STAIRS AND CAFE
6. NEW CURTAINWALL WHERE STAGE AND WALL WERE DEMOLISHED

UPGR

2

1

ADD NEW SELF-SUPPORTED
STEEL STRUCTURE TO CREATE
BALCONIES AND SHADE NEW
GLAZING

A

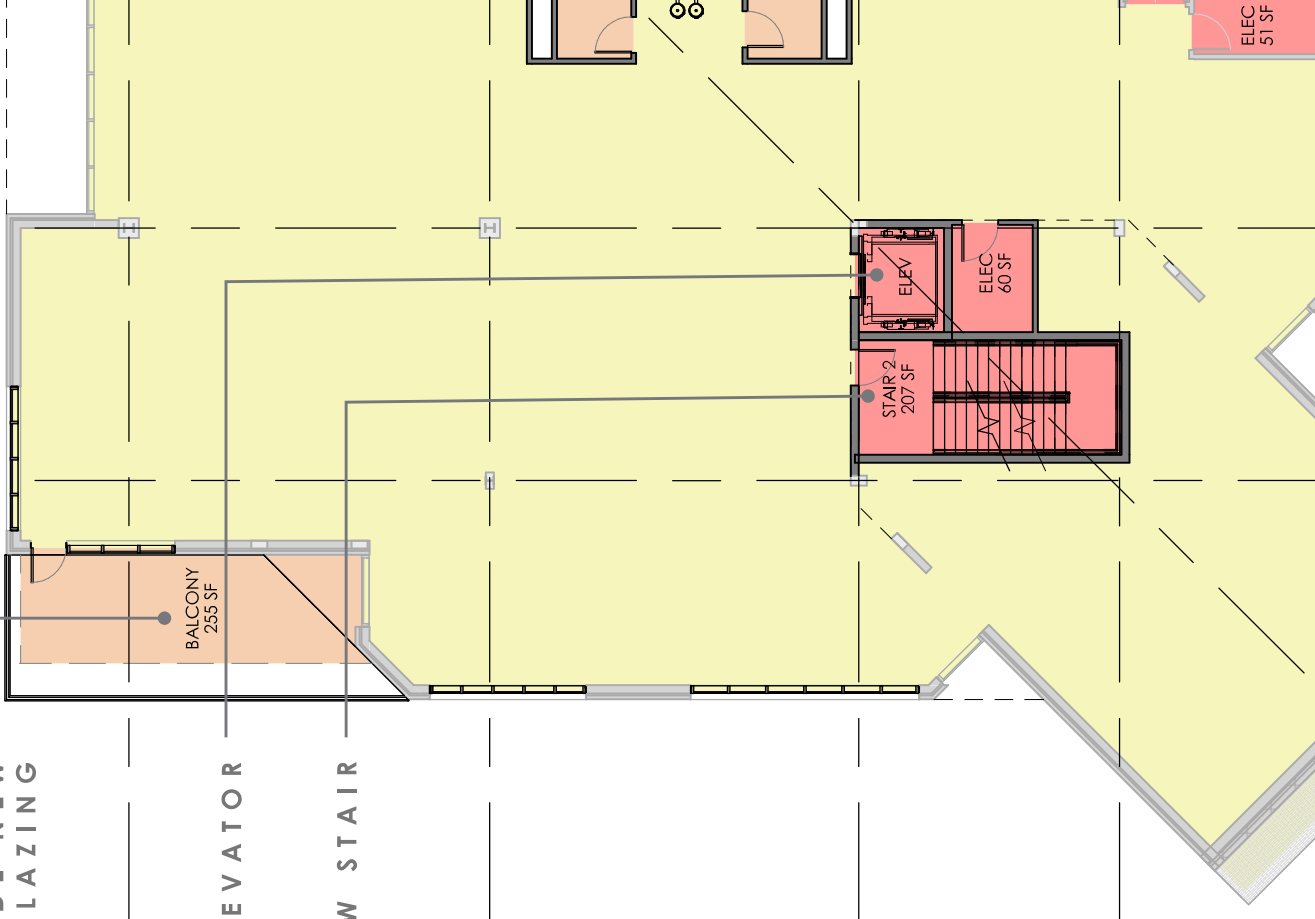
NEW ELEVATOR

NEW STAIR

B

C

D



UPGR

2

1

ADD NEW SELF-SUPPORTED
STEEL STRUCTURE TO CREATE
BALCONIES AND SHADE NEW
GLAZING

A

NEW ELEVATOR

NEW STAIR

B

C

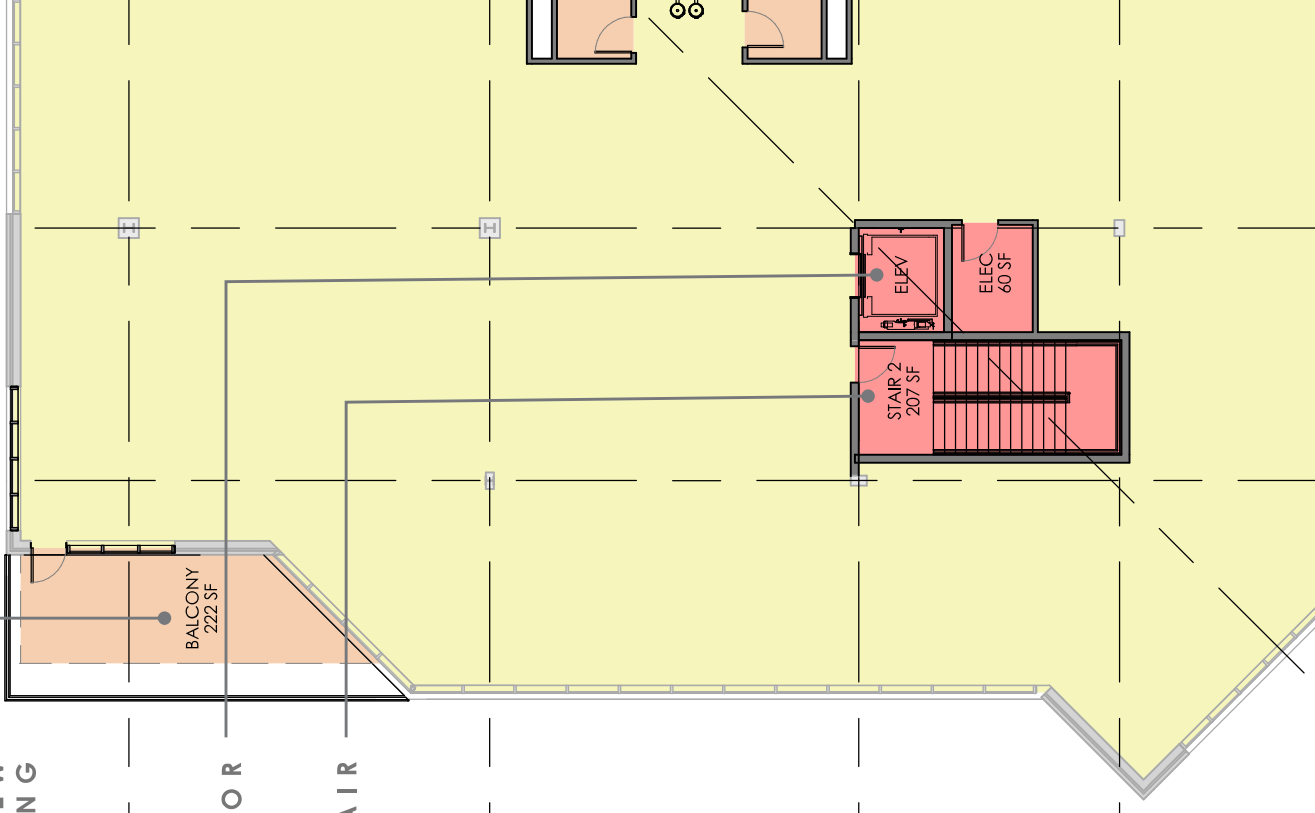
D

BALCONY
222 SF

STAIR 2
207 SF

ELEC
60 SF

ELEV



OCCUPANCY

- TENANTS (9,378 GROSS SF)
 - 85% BUSINESS + 15% ASSEMBLY
 - 233 OCCUPANTS
- CAFE (1,145 NET SF)
 - ASSEMBLY
 - 77 OCCUPANTS
- **TOTAL OCCUPANCY = 310**

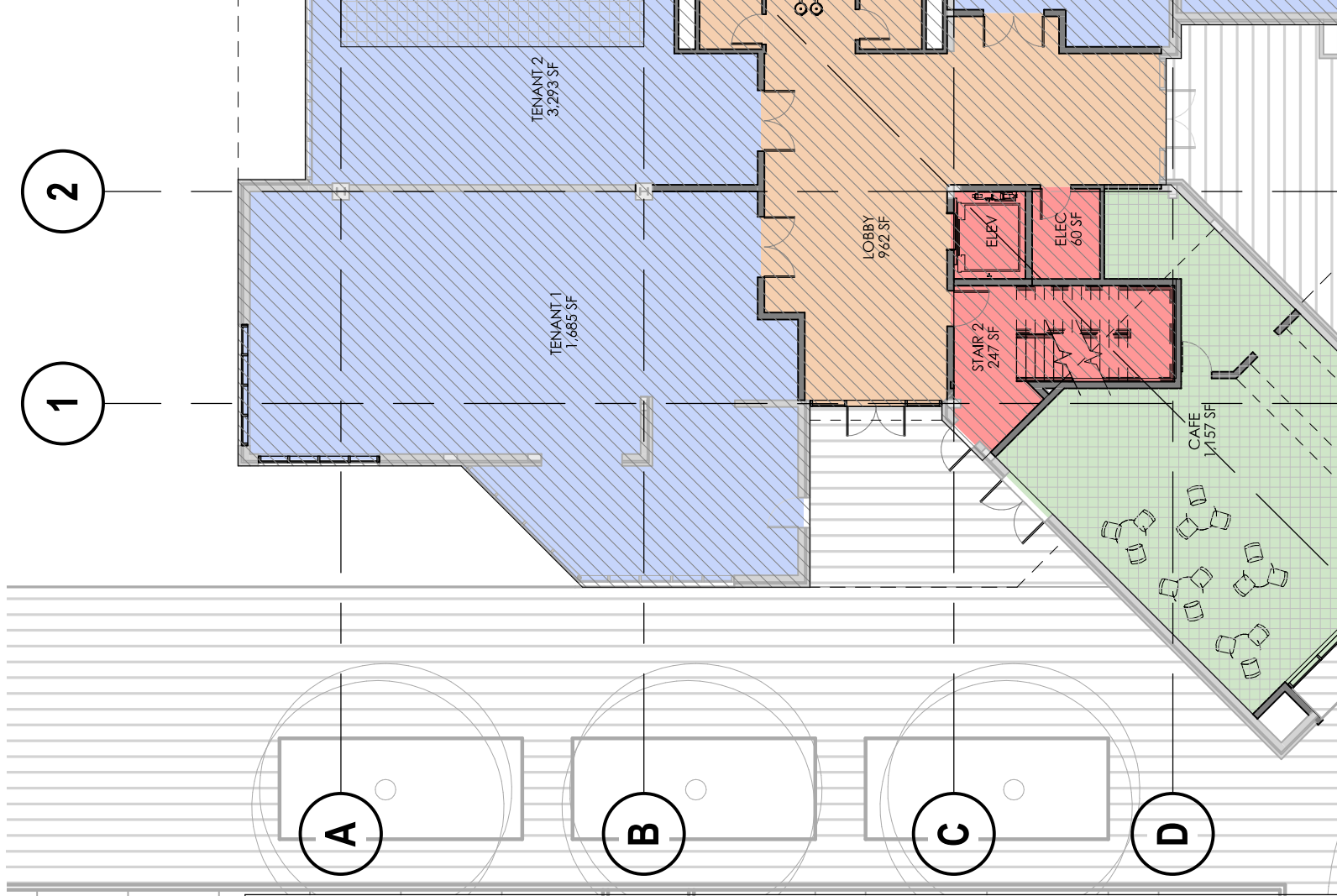
EGRESS

- DOORS (0.2") = 62"

FIXTURE COUNT

- WATER CLOSETS
 - 8 FIXTURES (4 WOMEN, 2 MEN + 2 URINALS)
- LAVATORIES
 - 5 FIXTURES (3 WOMEN, 3 MEN)
- DRINKING FOUNTAINS
 - 4 FOUNTAINS
- SERVICE SINK
 - 1 SINK

BUSINESS (GROSS SF AREA)



OCCUPANCY

- TENANT (11,909 GROSS SF)
- 85% BUSINESS + 15% ASSEMBLY

- TOTAL OCCUPANCY = 323

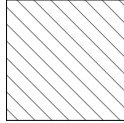
EGRESS

- DOORS (0.2") = 65"
- STAIRS (0.3") = 85"
- STAIR 1 (EXISTING) = 44"
- STAIR 2 = 53" REMAINING

FIXTURE COUNT

- WATER CLOSETS
- 8 FIXTURES (4 WOMEN, 2 MEN + 2 URINALS)
- LAVATORIES
- 5 FIXTURES (3 WOMEN, 3 MEN)
- DRINKING FOUNTAINS
- 4 FOUNTAINS
- SERVICE SINK
- 1 SINK

BUSINESS (GROSS SF AREA)



1

2

A

B

C

D

15% ALLOTTED
ASSEMBLY SPACE

STAIR 2
207 SF

ELEV

ELEC
60 SF

ELEC
51 SF

OCCUPANCY

- TENANT (11,742 GROSS SF)
- 85% BUSINESS + 15% ASSEMBLY

- TOTAL OCCUPANCY = 322

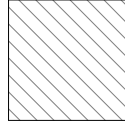
EGRESS

- DOORS (0.2") = 64"
- STAIRS (0.3") = 97"
- STAIR 1 (EXISTING) = 44"
- STAIR 2 = 53" REMAINING

FIXTURE COUNT

- WATER CLOSETS
- 8 FIXTURES (4 WOMEN, 2 MEN + 2 URINALS)
- LAVATORIES
- 5 FIXTURES (3 WOMEN, 3 MEN)
- DRINKING FOUNTAINS
- 4 FOUNTAINS
- SERVICE SINK
- 1 SINK

BUSINESS (GROSS SF AREA)



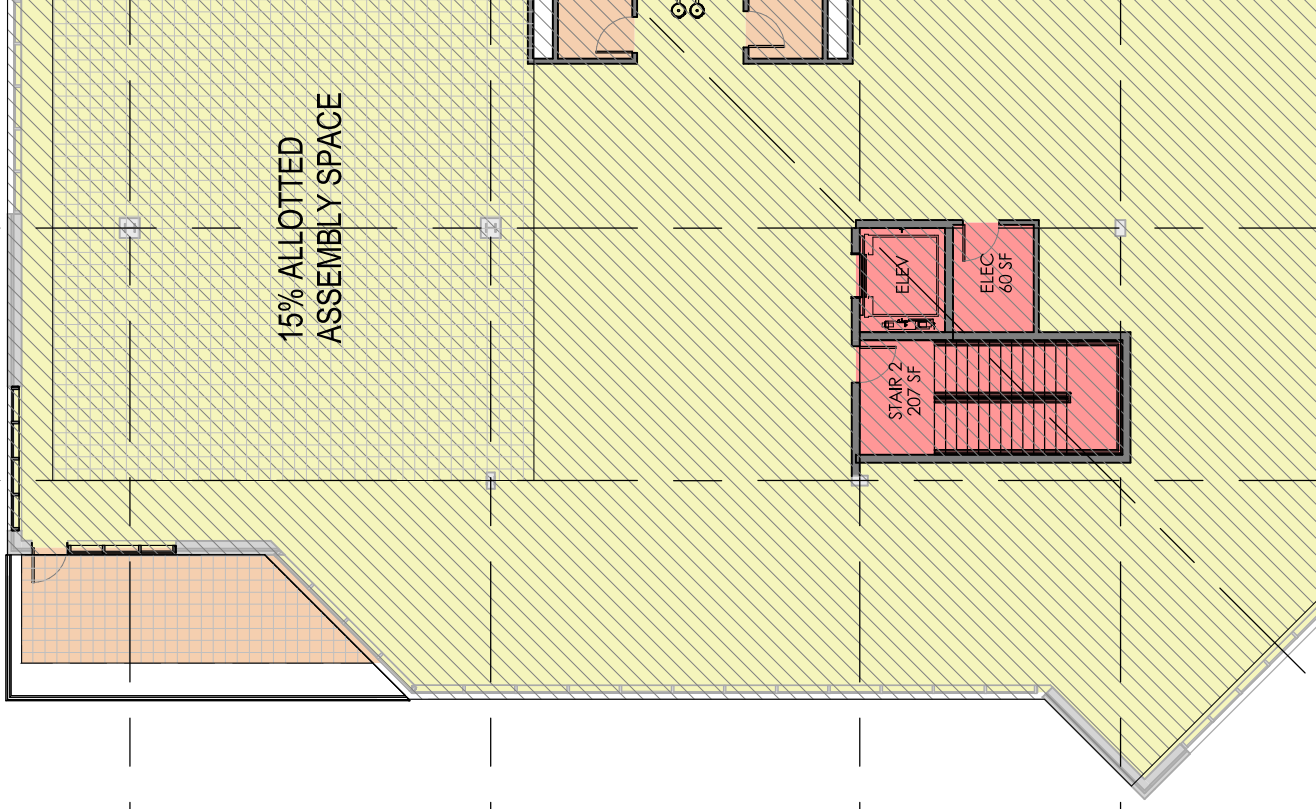
1 2

A

B

C

D



15% ALLOTTED
ASSEMBLY SPACE

STAIR 2
207 SF

ELEV

ELEC
60 SF











METAL STRUCTURAL
SHADING DEVICE

LOW-E VISION
GLAZING

PAINTED
BRICK

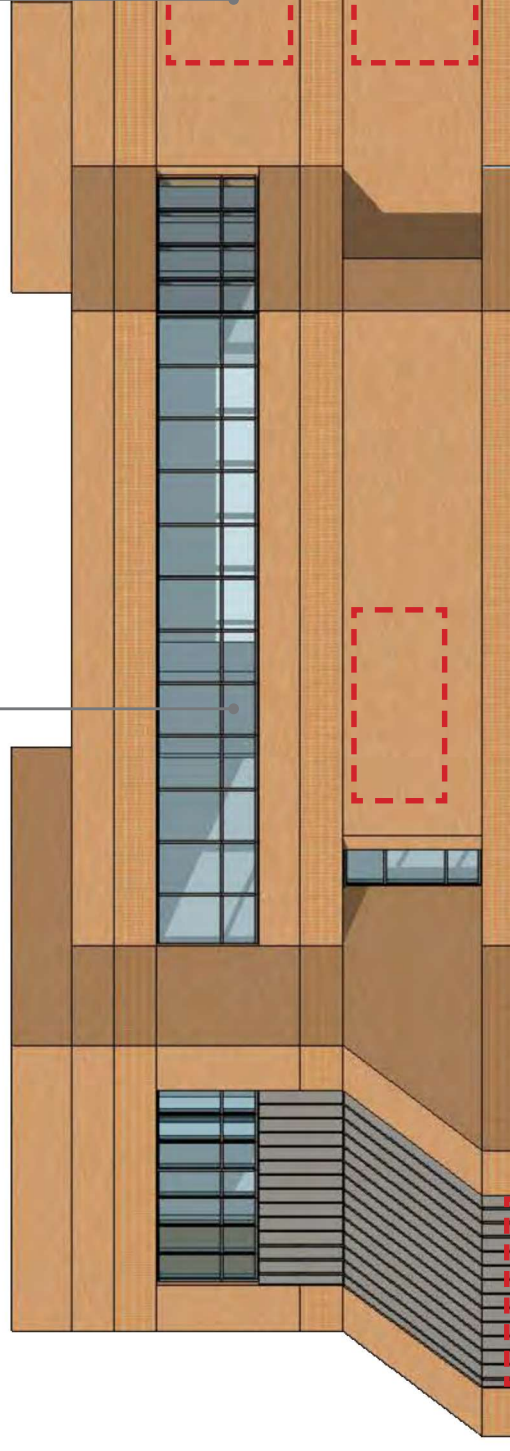
ALUMINUM
CANOPY



SOUTH | PROPOSED

ALL EXTERIOR GLAZING TO BE REPLACED
WITH HIGH-PERFORMANCE GLAZING

PUNCHED OPENINGS IN
LOAD BEARING WALLS



PAINTED
BRICK

LOW-E VISION
GLAZING

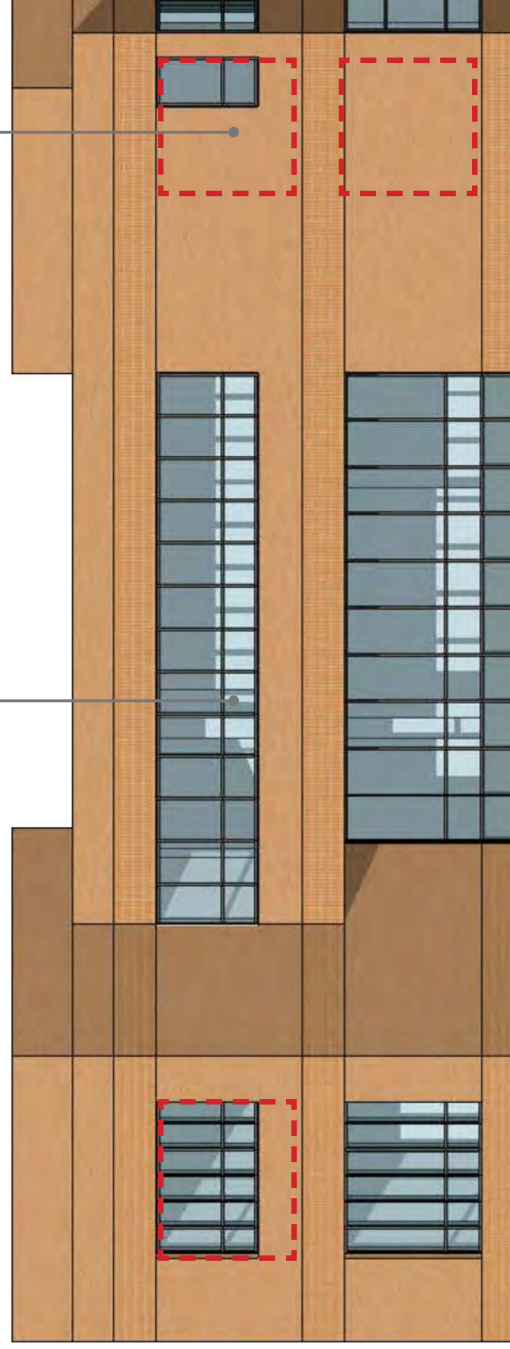
METAL STRUCTURE &
SHADING DEVICES



NORTH | PROPOSED

ALL EXTERIOR GLAZING TO BE REPLACED
WITH HIGH-PERFORMANCE GLAZING

PUNCHED OPENINGS IN
LOAD BEARING WALLS



CHILLER
ENCLOSURE

METAL STRUCTURE &
SHADING DEVICES

LOW-E VISION
GLAZING

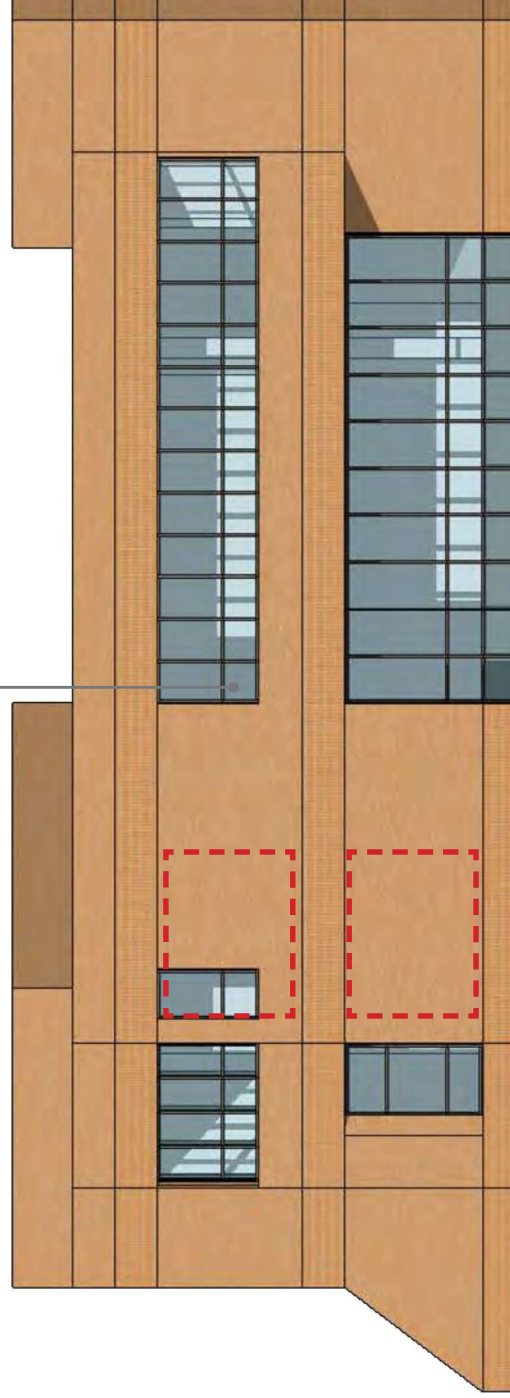
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EAST | PROPOSED

ALL EXTERIOR GLAZING TO BE REPLACED
WITH HIGH-PERFORMANCE GLAZING

PUNCHED OPENING
LOAD BEARING WALL



METAL STRUCTURE &
SHADING DEVICES

LOW-E VISION
GLAZING

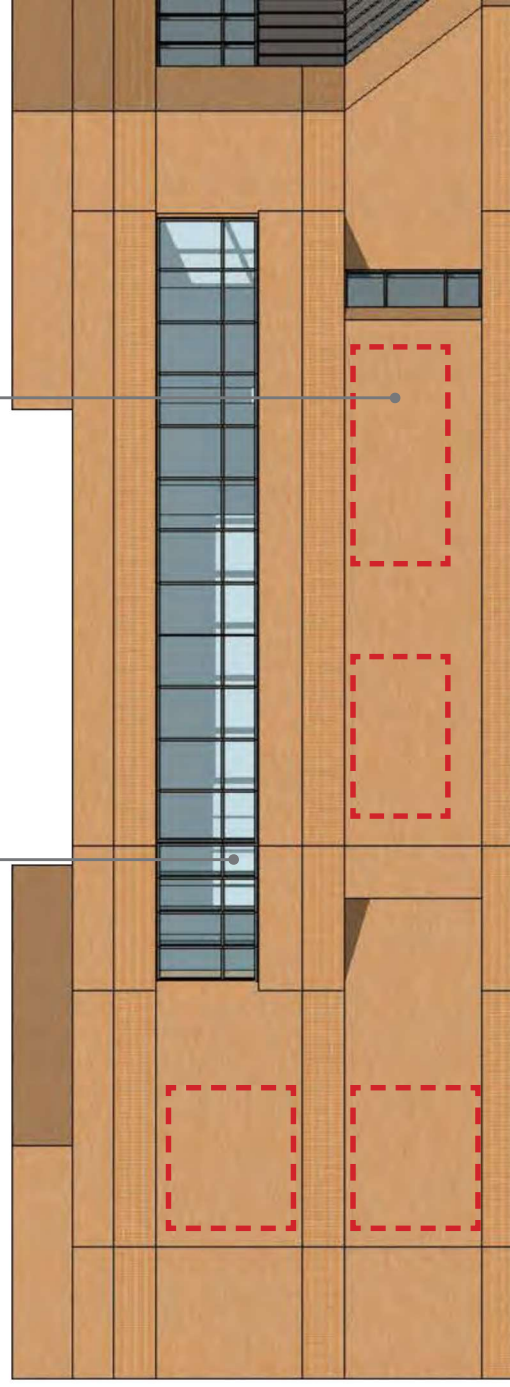
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SIGNAGE

WEST | PROPOSED

ALL EXTERIOR GLAZING TO BE REPLACED
WITH HIGH-PERFORMANCE GLAZING

PUNCHED OPENINGS IN
LOAD BEARING WALLS



DESIGN CRITERIA

- D1 ALL WORK SHALL CONFORM TO AT LEAST THE MINIMUM STANDARDS OF THE FLORIDA BUILDING CODE (FBC), SEVENTH EDITION (2020).
- D2 DESIGN LOAD VALUES ARE INDICATED ON THE APPROPRIATE SHEETS AS FOLLOWS:
 - FOUNDATION DESIGN - SEE FOUNDATION NOTE F2 ON THIS SHEET
 - FLOOR FRAMING DESIGN - SHEET S102.
 - ROOF FRAMING DESIGN - SHEET S104.
 - WIND DESIGN - SHEET S301.
- D3 TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE BUILDING CODE.
- D4 EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE COORDINATION BETWEEN THESE DRAWINGS AND THE BOUND STRUCTURAL SPECIFICATIONS. SHOULD THERE BE ANY DISCREPANCIES, THE CONTRACTOR SHALL THEN REQUEST A CLARIFICATION IN WRITING.

SPECIALTY ENGINEERING REQUIREMENTS

- SE1 STEEL PAN STAIRS, SHIPS LADDERS AND OTHER ROOF ACCESS LADDERS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER AND SHALL INCLUDE STRINGERS, TREADS, HAND RAILINGS, PLATFORMS (AS REQUIRED), PAN INSERTS AND MISCELLANEOUS SUPPORTS AND CONNECTIONS. SHOP DRAWINGS AND CALCULATIONS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. MINIMUM DESIGN LIVE LOAD SHALL BE 100 PSF FOR STEEL PAN STAIRS. SUBMITTALS SHALL INCLUDE THE JOINTING IN THE CONCRETE FILL AS REQUIRED TO MITIGATE PLASTIC SHRINKAGE CRACKING.
- SE2 GUARDRAILS, HANDRAILS, POSTS AND SUPPORT CONNECTIONS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER. SHOP DRAWINGS AND CALCULATIONS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. DUE CONSIDERATION SHALL BE GIVEN TO EXPANSION & CONTRACTION BY PROVIDING SLIP JOINTS AS REQUIRED. DESIGN LOADING(S) SHALL

GENERAL

- G1 THE GEOMETRIC DIMENSIONS OF THE STRUCTURE SHALL BE AS SHOWN ON THE GENERAL NOTES.
- G2 THE GENERAL NOTES SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND THE DRAWINGS.
- G3 NO STRUCTURAL REDUCTIONS SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- G4 THE GENERAL NOTES SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND THE DRAWINGS.
- G5 ALL SHOP DRAWINGS, CALCULATIONS AND CONNECTIONS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A SPECIALTY ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION.
- G6 ANY SUBMITTALS SHALL BE CHECKED FOR COMPLETENESS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- G7 ALL SUBMITTALS SHALL BE CHECKED FOR COMPLETENESS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.

CONCRETE AND REINFORCING

- C1A CERTIFIED TESTING AGENCY SHALL BE ENGAGED TO PERFORM INDUSTRY STANDARD TESTING INCLUDING SLUMP TESTS AND CYLINDER BREAKS TO ENSURE CONFORMANCE WITH PLANS AND SPECIFICATIONS (IF PROVIDED).
SUBMIT REPORTS TO ARCHITECT AND ENGINEER.
- C2CONCRETE WORK SHALL CONFORM TO ACI 318-14 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
- C3ALL CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES:

LOCATION	28 DAY STRENGTH	SLUMP	COARSE AGGREGATE(S)	COMMENTS	EXPOSURE CATEGORY	
					F	S
FOUNDATIONS	3000 PSI	4" +/- 1"	1"			
SLAB-ON-GRADE: FOOT TRAFFIC	3000 PSI	4" +/- 1"	1"			
TIE BEAMS AND TIE COLUMNS (MAX 50' BETWEEN COLD JOINTS)	3000 PSI	6" +/- 1"	3/8"			
BEAMS, COLUMNS, WALLS	4000 PSI	4" +/- 1"	3/8" & 1"			
ELEVATED SLABS (MTL DECK)	3000 PSI	4" +/- 1"	3/8" & 1"			

NOTES:

1. SLUMP FOR RAMPS AND SLOPING SURFACES SHALL NOT EXCEED 4".
2. ALL CONC MIXES SHALL HAVE A MAXIMUM SAND TO TOTAL AGGREGATE RATIO OF 0.50.
3. A 2" OR 3" PUMP SHALL BE ACCEPTABLE FOR COLUMNS AND TIE BEAMS BUT WILL NOT BE ALLOWED FOR FOUNDATIONS, SLABS, AND CONCRETE BEAMS.
4. READY MIX SUPPLIER SHALL DESIGN THE MIXES THAT CONTAIN MULTIPLE AGGREGATES TO BE WELL GRADATED.
5. SLABS SHALL NOT BE AIR ENTRAINED.
6. FOR SLABS THAT SHALL RECEIVE MOISTURE SENSITIVE FLOORING:

MASONRY

- M1 MASONRY CONSTRUCTION MATERIALS AND INSPECTIONS SHALL CONFORM TO THE LATEST EDITION OF THE ACI BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES (ACI 530-13, ASCE 5-13, TMS 402-2016), SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1-13, ASCE 6-13, TMS 602-2016) ASTM C476-19, ASTM C1019-09 AND NCMA TEK 107.
- M2 CONCRETE BLOCKS SHALL CONFORM TO ASTM C-90. (f'm = 2000 PSI) (2000 PSI ON THE NET AREA).
- M3 MORTAR SHALL COMPLY WITH ASTM C270, TYPE 'M' FOR RETAINING WALLS AND WALLS BELOW GRADE, TYPE 'S' FOR TYPICAL WALLS. (COMPRESSIVE STRENGTH = 2500 PSI AND 1800 PSI, RESPECTIVELY. SITE TESTED MORTAR CUBES SHALL ACHIEVE A MINIMUM OF 80% OF THE DESIGN COMPRESSIVE STRENGTH)
- M4 BLOCK SHALL NOT BE MOISTENED BEFORE GROUTING.
- M5 ALL MASONRY CROSS WEBS SHALL BE FULLY BEDDED IN MORTAR AROUND CELLS TO BE GROUTED.
- M6 REINFORCE WALLS WITH LADDER TYPE (ASTM A-153, #1 GAGE WIRE) DEFORMED REINFORCEMENT EQUAL TO DUR-O-WAL IN BED JOINTS AT 16" OC UNO, MEASURED VERTICALLY. PLACE PER MFR'S INSTRUCTIONS. LAP ALL HORIZONTAL JOINT REINFORCING 6" MIN.
- M7 VERTICAL REINFORCING MUST HAVE A MINIMUM CLEARANCE OF 1/2" TO INSIDE FACE. VERTICAL REINFORCEMENT IN WALLS SHALL BE SECURED AND Laterally supported against displacement at intervals not exceeding 192 x (BAR DIAMETER) OR 10 FT (WHICHEVER IS LESS) WHENEVER A CLEANOUT IS REQUIRED. SEE GROUTING DETAIL NOTE FOR CLEANOUT REQUIREMENTS.
- M8 ANY MASONRY THAT IS BELOW GRADE SHALL BE FULLY GROUTED UP TO FINISHED FLOOR.
- M9 GROUT PLACEMENT STOPPED FOR (1) HOUR OR MORE SHOULD BE STOPPED 1 1/2" BELOW THE TOP OF THE MASONRY UNIT TO PROVIDE A KEY FOR SUBSEQUENT GROUTING.
- M10 TYPICAL VERTICAL REINFORCING SIZE AND SPACING SHALL BE ABOVE AND BELOW ALL WALL OPENINGS.

M20

TYPICAL



SEE
FILL
AT

TYPE
CMU

TYPE
NON
CMU
THICK

5

4

3

2

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Z

5

4

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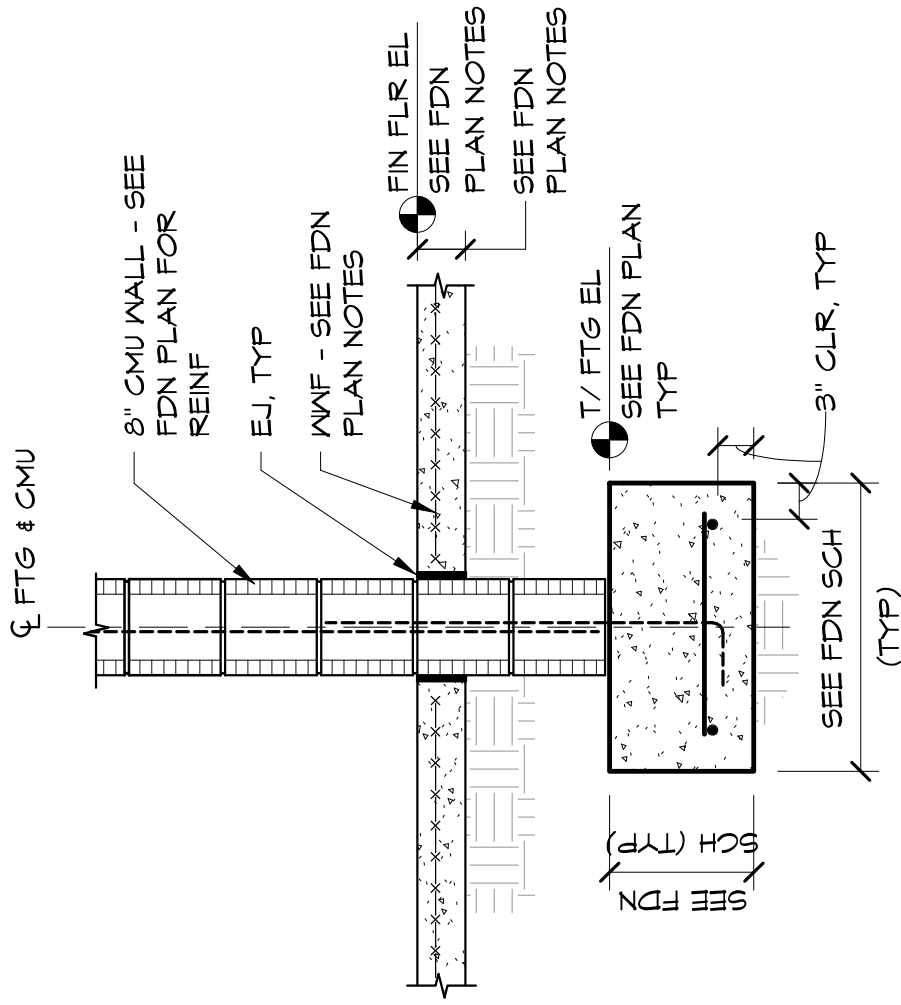
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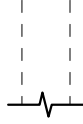
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N

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CONCRETE
SHALL MAT
EXIST SLAB



SECTION @ INTERIOR CMU WALL

SCALE: 3/4" = 1'-0"

1

S201

2

S201

DETAIL - SLAB

SCALE: 3/4" = 1'-0"

MASONRY WALL BEAM SCHEDULE									
MARK	TYPE	NOMINAL SIZE (W"xD")	REINFORCING			STIRRUPS		COMMENTS	
			BOT	MID	TOP	SIZE	SPACING		
BB1	1	8x8	--	(2) #5	--	--	--		
BB2	2	8x16	(2) #5	--	(2) #5	--	--		
TB1	3	8x16							
TB2	3	8x12 (MIN)						SLOPED TOP & STEPPED BOTTOM	
PB1	4	8x8	(2) #5	--	--	--	--	MIN 1200 PLF CAP. FOR CLEAR SPAN U	
PB2	5	8x16	(2) #5	--	(2) #5	--	--	MIN 1150 PLF CAP. FOR CLEAR SPAN U	
PB3	6	8x24	(2) #5	(2) #5	(2) #5	--	--	MIN 1700 PLF CAP. FOR CLEAR SPAN U	

1

2

3

3A

4

5

6

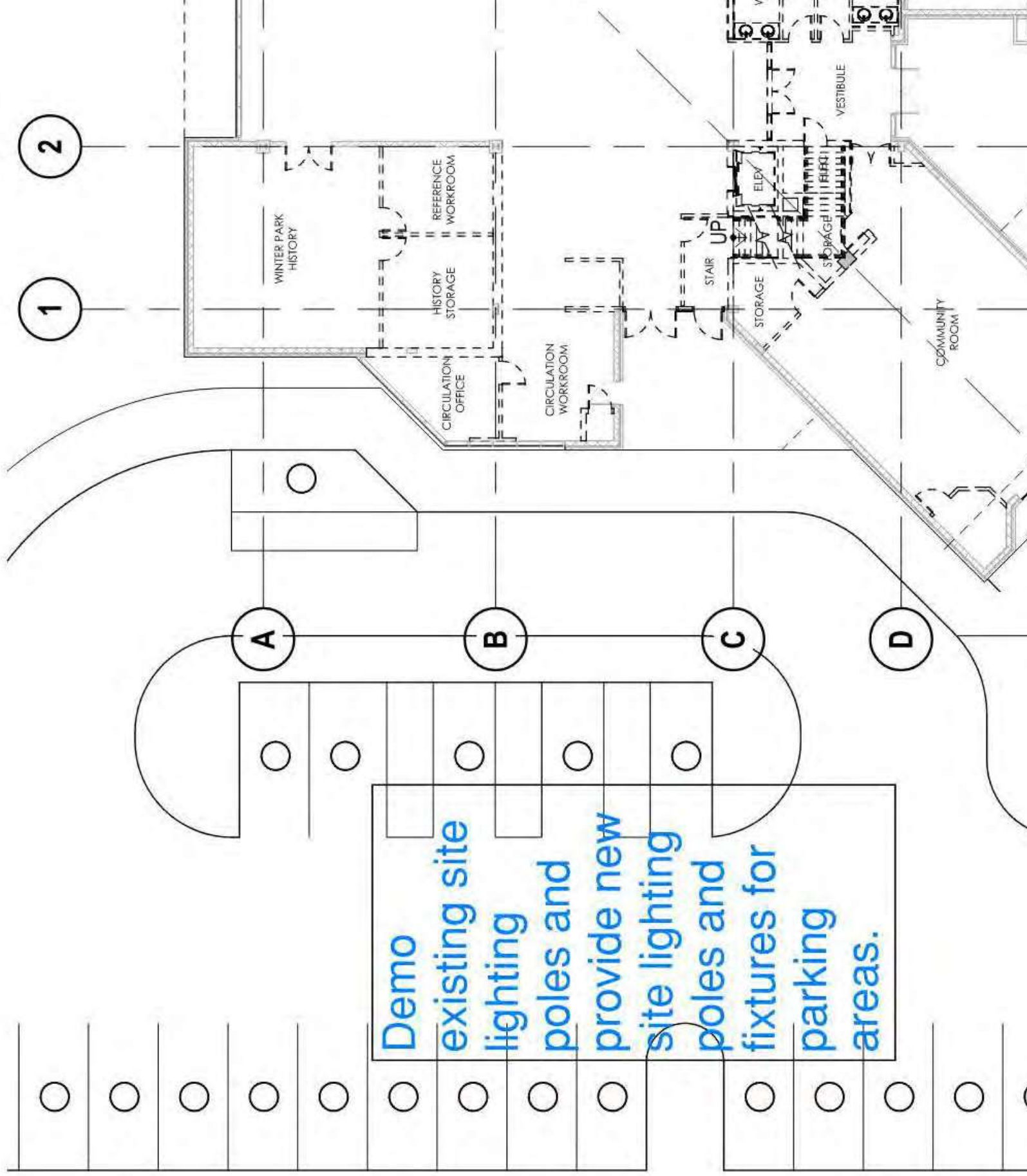
BEAM TYPES

- NOTES:
1.

MIN PB CAPACITY FOR THE INDICATED SPAN MUST BE VERIFIED BY THE PRECAST MFR AND DOCUMENTATION PROVIDED IN THE SUBMITTALS.
2.

"BB" = BOND BEAM (COMPOSED OF KNOCK-OUT BLOCK)

Demo existing site lighting poles and provide new site lighting poles and fixtures for parking areas.



2

1

A

B

C

D

EXISTING HOLE TO
BE FILLED IN

LITERACY
TRAINING

CONFERENCE
ROOM

STAFF ROOM

TOILET

PERIODICAL
STORAGE

AUDIO / VISUAL

OFFICE

II MEN

II WOMEN

JAIL

SAN / EL

ELEV

STAIR

UP

DN

YOUTH

2

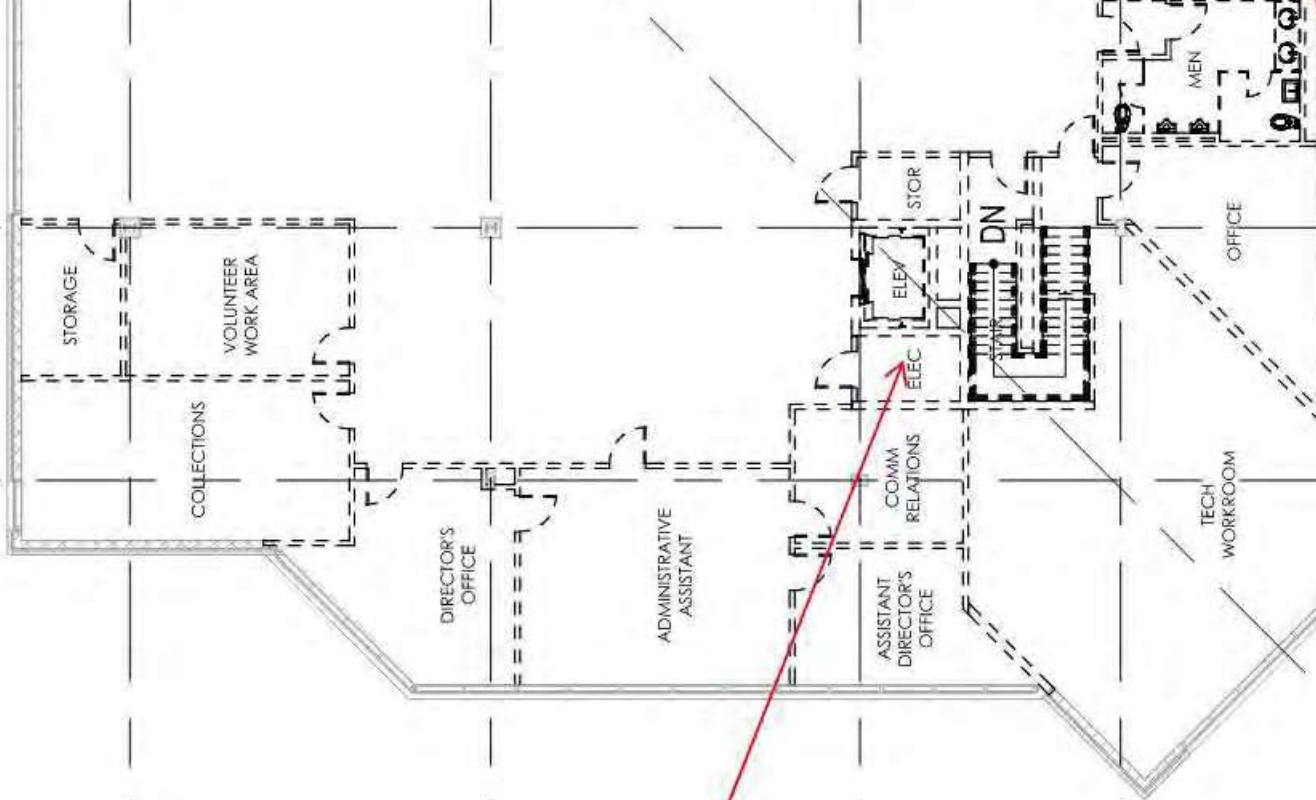
1

A

B

C

D



Existing electrical room to be demolished. New Panels shall be provided to support receptacle, lighting, and HVAC loads.



2

1

UPGRADE

A

NEW ELEVATOR

NEW STAIR

B

C

D

15% ALLOTTED
ASSEMBLY SPACE

ELEV
60 SF

STAIR 2
181 SF

ELEC
51 SF

2

1

UPGRADE

A

NEW ELEVATOR

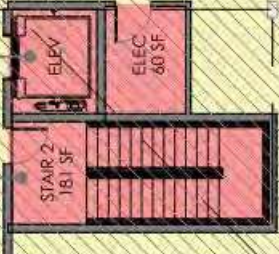
NEW STAIR

B

C

D

15% ALLOTTED
ASSEMBLY SPACE



Old Library Net Present Value Analysis									
Original Offer		City Counter		Revised Offer		Conventional Ground Lease			
16-Jun-22		22-Aug-22		2-Dec-22		Discount Rate		5%	
						% of Value for Lease		7%	
Discount Rate		5%				Term		70	
Term		70				Est. Value		\$ 10,000,000	
Initial Payment		\$ 250,000		\$ 150,000		Initial Payment		\$ 700,000	
Escalator (Every 5 yrs)		10%		2%		Escalator (annual)		2%	
Present Value		\$6,858,320		\$8,685,498		Present Value		\$4,342,749	
						Present Value		\$ 20,266,163	
Year		Cash Flow		Year		Cash Flow		Year	
1		250,000		1		150,000		1	
2		250,000		2		153,000		2	
3		250,000		3		156,060		3	
4		250,000		4		159,181		4	
5		250,000		5		162,365		5	
6		275,000		6		165,612		6	
7		275,000		7		168,924		7	
8		275,000		8		172,303		8	
9		275,000		9		175,749		9	
10		275,000		10		179,264		10	
11		302,500		11		182,849		11	
12		302,500		12		186,506		12	
13		302,500		13		190,236		13	
14		302,500		14		194,041		14	
15		302,500		15		197,922		15	
16		332,750		16		201,880		16	
17		332,750		17		205,918		17	
18		332,750		18		210,036		18	
19		332,750		19		214,237		19	
20		332,750		20		218,522		20	
21		366,025		21		222,892		21	
22		366,025		22		227,350		22	
23		366,025		23		231,897		23	
24		366,025		24		236,535		24	
25		366,025		25		241,266		25	
26		402,628		26		246,091		26	
27		402,628		27		251,013		27	
28		402,628		28		256,033		28	

Old Library Net Present Value Analysis									
Original Offer		City Counter		Revised Offer		Conventional Ground Lease			
16-Jun-22		22-Aug-22		2-Dec-22		Discount Rate		5%	
						% of Value for Lease		7%	
Discount Rate		5%				Term		70	
Term		70				Est. Value		\$ 10,000,000	
Initial Payment		\$ 250,000		\$ 150,000		Initial Payment		\$ 700,000	
Escalator (Every 5 yrs)		10%		2%		Escalator (annual)		2%	
Present Value		\$6,858,320		\$8,685,498		Present Value		\$ 4,342,749	
						Present Value		\$ 20,266,163	
Year		Cash Flow		Year		Cash Flow		Year	
29		402,628		29		261,154		29	
30		402,628		30		266,377		30	
31		442,890		31		271,704		31	
32		442,890		32		277,138		32	
33		442,890		33		282,681		33	
34		442,890		34		288,335		34	
35		442,890		35		294,101		35	
36		487,179		36		299,983		36	
37		487,179		37		305,983		37	
38		487,179		38		312,103		38	
39		487,179		39		318,345		39	
40		487,179		40		324,712		40	
41		535,897		41		331,206		41	
42		535,897		42		337,830		42	
43		535,897		43		344,587		43	
44		535,897		44		351,478		44	
45		535,897		45		358,508		45	
46		589,487		46		365,678		46	
47		589,487		47		372,992		47	
48		589,487		48		380,452		48	
49		589,487		49		388,061		49	
50		589,487		50		395,822		50	
51		648,436		51		403,738		51	
52		648,436		52		411,813		52	
53		648,436		53		420,049		53	
54		648,436		54		428,450		54	
55		648,436		55		437,019		55	
56		713,279		56		445,760		56	

Old Library Net Present Value Analysis									
Original Offer		City Counter		Revised Offer		Conventional Ground Lease			
16-Jun-22		22-Aug-22		2-Dec-22		Discount Rate		5%	
						% of Value for Lease		7%	
Discount Rate	5%	Discount Rate	5%	Discount Rate	5%	Term		70	
Term	70	Term	70	Term	70	Est. Value		\$ 10,000,000	
Initial Payment	\$ 250,000	Initial Payment	\$ 300,000	Initial Payment	\$ 150,000	Initial Payment		\$ 700,000	
Escalator (Every 5 yrs)	10%	Escalator (annual)	2%	Escalator (annual)	2%	Escalator (annual)		2%	
Present Value	\$6,858,320	Present Value	\$8,685,498	Present Value	\$4,342,749	Present Value		\$ 20,266,163	
Year	Cash Flow	Year	Cash Flow	Year	Cash Flow	Year		Cash Flow	
57	713,279	57	909,350	57	454,675	57		2,121,816	
58	713,279	58	927,537	58	463,768	58		2,164,252	
59	713,279	59	946,087	59	473,044	59		2,207,537	
60	713,279	60	965,009	60	482,505	60		2,251,688	
61	784,607	61	984,309	61	492,155	61		2,296,722	
62	784,607	62	1,003,995	62	501,998	62		2,342,656	
63	784,607	63	1,024,075	63	512,038	63		2,389,509	
64	784,607	64	1,044,557	64	522,278	64		2,437,299	
65	784,607	65	1,065,448	65	532,724	65		2,486,045	
66	863,068	66	1,086,757	66	543,378	66		2,535,766	
67	863,068	67	1,108,492	67	554,246	67		2,586,481	
68	863,068	68	1,130,662	68	565,331	68		2,638,211	
69	863,068	69	1,153,275	69	576,638	69		2,690,975	
70	863,068	70	1,176,341	70	588,170	70		2,744,795	

GROUND LEASE

This **Ground Lease** (this “**Lease**”) dated as of the _____ day of _____, 2023 (the “**Effective Date**”), is entered into between the City of Winter Park (“**Landlord**”) and **Harbert Realty Services, LLC**, an Alabama limited liability company (“**Tenant**”, and together with Landlord collectively referred to herein as the “**Parties**”).

WHEREAS, Landlord is the fee simple owner of the Premises (as hereinafter defined); and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I **BASIC LEASE PROVISIONS**

1.1 **Fundamental Lease Provisions.** The provisions of this Section 1.1 summarize certain terms of this Lease which are more fully set forth in the balance of the Lease. The provisions of this Section 1.1 constitute a part of this Lease for purposes of providing specific information for incorporation into the Lease within the cross-referenced provisions of this section. In the event of a conflict between the provisions of this Section 1.1 and any other provision of the Lease, the latter shall control.

1.1.1 **Land.** “**Land**” shall refer to that certain tract of land located in the City of Winter Park, Orange County, Florida, underlying the Property, more particularly described in **Exhibit A** attached hereto, and located at 460 E. New England Avenue, Winter Park, Florida.

1.1.2 **Premises.** “**Premises**” shall refer to the Land, together with all improvements located thereon, including a three-story building (the “**Improvements**” and “**Building**”, respectively), with the Building consisting of approximately 33,000 rentable square feet (the “**Leasable Area**”), together any and all rights, privileges, easements, and appurtenances to the Land and the Improvements and any development rights.

1.1.3 **Commencement Date.** The “**Commencement Date**” shall be the Effective Date.

1.1.4 **Rent Commencement Date.** The “**Rent Commencement Date**” shall be one (1) year following the Commencement Date.

1.1.5 **Lease Term.** The “**Lease Term**” shall refer to a period consisting of (i) the period between the Commencement Date and the Rent Commencement Date and (ii) approximately twenty (20) consecutive Lease Years, beginning upon the Rent Commencement Date and expiring at 11:59 P.M., EST/EDT of the last day of the twentieth (20th) Lease Year, unless sooner terminated or renewed in accordance with the terms of the Lease. Provided Tenant is in full possession of the Premises and there is no uncured Event of Default at the time Tenant exercises its option, Tenant shall have the right to renew the Term for five (5) periods of ten (10) Lease Years (such period being hereinafter referred to as the “**Renewal Term**”, and, upon exercise of such option, such Renewal Term being included in the Lease Term) by giving Landlord prior written notice not less than ninety (90) days prior to the then-current expiration of the Lease Term that Tenant has exercised such renewal right. Tenant’s right to remain in the Premises for the Renewal Term is subject to the terms and conditions set forth in this Lease, except that Tenant’s Base Rent obligations shall be adjusted as set forth in **Exhibit B** attached hereto.

1.1.6 **Lease Year.** The term “**Lease Year**” shall mean a period of twelve consecutive full calendar months during the Lease Term, provided that the first Lease Year shall be that period commencing on the Rent Commencement Date and continuing for twelve (12) consecutive calendar months from the first day of the first complete calendar month following the Rent Commencement Date (provided that if the Rent Commencement Date is the first day of a calendar month, then the first Lease Year shall expire twelve [12] months from the Rent Commencement Date). Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

1.1.7 **Expiration Date.** The “**Expiration Date**” shall be the last day of the Lease Term.

1.1.8 **Base Rent.** “**Base Rent**” shall mean an initial annual sum of \$150,000.00, subject to the escalations and adjustments set forth in **Exhibit B**. Any other amounts payable by Tenant to Landlord under this Lease, other than Base Rent, shall be deemed “**Additional Rent**”, with Base Rent and Additional Rent collectively, “**Rent**”.

1.1.9 **Permitted Use.** The term “**Permitted Use**” shall mean the operation of an office building (the “**Primary Use**”), together with any lawful general commercial use to which Landlord gives its consent, which shall not be unreasonably withheld, conditioned or delayed (the “**Secondary Use**”).

ARTICLE II

LEASE OF PREMISES; CONDITION OF PREMISES; FAILURE TO DELIVER POSSESSION

Section 2.01 Lease of Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for a Term that shall commence on the Commencement Date and end on the Expiration Date (as such Term may be extended from time to time pursuant to Article XXIX hereof), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto (collectively, “**Laws**”).

Section 2.02 Condition of Premises. Tenant has inspected the Premises and accepts possession of the Premises in its “**AS IS**” condition on the Commencement Date. Except as otherwise expressly provided in this Lease, Tenant has full responsibility for the repair, Alteration, maintenance, and replacement of the Premises. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant is not relying upon, any warranties or representations regarding the Premises, except to the extent same are expressly set forth in the Lease.

Section 2.03 Failure to Deliver Possession. If Landlord shall fail to deliver vacant possession of the Premises on the Commencement Date, Landlord shall have no liability to Tenant and this Lease shall remain in full force and effect according to its terms, but the Term shall not commence until the date on which Landlord delivers vacant possession of the Premises to Tenant. Notwithstanding the foregoing, if Landlord fails to deliver vacant possession of the Premises on or before the date which is five (5) days following the Commencement Date, Tenant may, at its option, terminate this Lease by giving Landlord notice of termination. Upon the date such notice is delivered to Landlord, this Lease shall terminate and be of no further force and effect, the parties shall have no further liability to the other (except for those Liabilities that expressly survive the termination of the Lease). “**Liabilities**” shall mean all losses, claims, suits, demand, costs, liabilities, and expenses, including reasonable attorneys’ fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

ARTICLE III

BASE RENT; RENT PAYABLE TO LANDLORD; NET LEASE

Section 3.01 Base Rent. Tenant covenants and agrees to pay Base Rent to Landlord in equal monthly installments, in advance, commencing on the first day of each month upon the Rent Commencement Date, without

notice or demand throughout the Term of this Lease. Tenant shall not be required to pay Base Rent for the period commencing on the Commencement Date and ending on the Rent Commencement Date. Base Rent due for any partial calendar month shall be appropriately apportioned based upon the number of days in such month.

Section 3.02 Provisions Relating to Rent All Base Rent and any required Additional Rent shall be paid: in legal tender for public and private debts in the United States of America, made payable to Landlord at Landlord's address set forth in the preamble or to such other parties and at such other addresses as Landlord shall direct by notice to Tenant from time to time, or by any other method agreed upon by Landlord and Tenant in writing. If any installment of Base Rent or Additional Rent is not paid within ten (10) days of the applicable due date, Tenant shall pay to Landlord, as Additional Rent, a late charge equal to five percent (5%) of the overdue amount to Landlord, and interest on the overdue amount to Landlord at the rate of 10% per annum.

Section 3.03 Net Lease. This Lease is an absolute net lease. Tenant shall pay as Additional Rent all expenses of every kind and nature whatsoever relating to or arising from the Premises, including Impositions, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease; (b) debt service and other payments with respect to any Fee Mortgage; (c) expenses incurred by Landlord to monitor and administer this Lease; (d) expenses incurred by Landlord prior to the Commencement Date; and (e) expenses that are personal to the Landlord. A "**Fee Mortgage**" shall mean any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof; and, as used hereinafter, a "**Fee Mortgagee**" shall mean the holder of a Fee Mortgage.

ARTICLE IV

PAYMENT OF IMPOSITIONS; REDUCTION OF ASSESSED VALUATION; UTILITIES

Section 4.01 Payment of Impositions.

(a) From and after the Rent Commencement Date and for the Term of this Lease, Tenant shall pay or shall cause to be paid all Impositions (as hereinafter defined) directly to the Governmental Authority charged with the collection thereof. Each Imposition, or installment thereof, during the Term shall be paid on or before the due date thereof. However, if, by Law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same in such installments and shall be responsible for the payment of such installments only, together with applicable interest, if any, provided that all such installment payments together with applicable interest, if any, relating to periods prior to the Expiration Date shall be made prior to the Expiration Date. "**Impositions**" shall mean any and all: (a) property taxes of every kind and nature; (b) property assessments (whether general, special, business improvement district, or otherwise); (c) personal property taxes; (d) occupancy and rent taxes; (e) water, water meter, sewer rents, rates, and charges; and (f) any and all other governmental levies, fees, rents, assessments, or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, and any interest or costs with respect thereto, which at any time during the Term are, or, if the Premises or any part thereof or the owner thereof were not exempt therefrom, would have been assessed, levied, confirmed, imposed upon, or would have become due and payable out of or in respect of, or would have been charged with respect to, the Premises (excluding any capital gains taxes imposed in connection with the execution of this Lease). "**Governmental Authority**" shall mean the United States of America, the State of Florida (the "**State**"), the County of Orange, the City of Winter Park, or any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue. Tenant shall not be required to pay municipal, state, or federal income, gross receipts, inheritance, estate, succession, profit, capital, or transfer gains taxes of

Landlord, or any corporate franchise tax imposed upon Landlord or any transfer or gains tax imposed on Landlord.

(b) Any Imposition relating to a period, a part of which is included within the Term and a part of which is included in a period of time before the Rent Commencement Date or after the Expiration Date shall be apportioned between Landlord and Tenant as of the Rent Commencement Date or Expiration Date (other than an Expiration Date arising by reason of Tenant's default), as the case may be, so that Tenant shall pay only that portion of such Imposition which that part of such fiscal period included in the period of time after the Rent Commencement Date or before the Expiration Date bears to such fiscal period, and Landlord shall pay the remainder thereof.

(c) Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, in which event, notwithstanding the provisions of this Article IV, payment of such Imposition shall be postponed if, and only as long as the Premises would by reason of such postponement or deferment be in imminent danger of being forfeited or lost or subject to any lien, encumbrance, or charge, and neither Landlord nor Tenant would by reason thereof be subject to any civil or criminal liability. Upon the termination of such proceedings, it shall be the obligation of Tenant to pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including reasonable attorneys' fees and disbursements), interest, penalties, or other Liabilities in connection therewith, to Tenant.

(d) If there shall be any refunds or rebates on account of any Impositions paid by Landlord or Tenant, such refund or rebate shall belong to the party that paid the Imposition.

Section 4.02 Reduction of Assessed Valuation. Tenant may, at Tenant's sole cost and expense, endeavor from time to time to reduce the assessed valuation of the Premises for the purpose of reducing the Impositions payable by Tenant. Landlord agrees to offer no objection to such contest or proceeding and, at the request of Tenant, to reasonably cooperate with Tenant in pursuing such contest or proceeding, but without expense to Landlord. Tenant agrees to indemnify and hold Landlord harmless from all Liabilities arising by reason of or in connection with any such contest or proceeding. If all any part of an Imposition is refunded to either Landlord or Tenant (whether through cash payment or credit against Impositions), the party who paid the Imposition to which the refund relates shall be entitled to such refund to the extent such refund relates to any Imposition paid by such party.

ARTICLE V INTENTIONALLY DELETED

ARTICLE VI PERMITTED USE

Section 6.01 Permitted Use. Tenant shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied for any unlawful, illegal, or extra hazardous business, use, or purpose, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of any certificate of occupancy or of any Laws. Tenant shall take, immediately upon the discovery of any such unpermitted, unlawful, illegal, or extra hazardous use, all necessary actions, legal and equitable, to compel the discontinuance of such use. As used in this Lease, **Law** or **Laws** shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto.

ARTICLE VII IMPROVEMENTS TO THE PREMISES

Section 7.01 Improvements to the Premises. Landlord and Tenant acknowledge that Tenant intends to redevelop the Premises as a Class A office development (the “**Initial Improvements**”), with the parties hereto acknowledging that Tenant estimates that the cost of such redevelopment will be approximately \$14,000,000.00. Tenant shall not commence construction of the Premises until Tenant has satisfied all the following conditions:

- (a) Landlord has approved the final Plans in accordance with Section 7.05 below.
- (b) If required by Landlord prior to commencement of construction, Landlord has obtained, in form reasonably acceptable to Landlord, from its general contractor, engineer and architect an assignment of the contracts of such parties with Tenant to Landlord in the event of a termination of this Lease prior to completion of Tenant’s development of the Premises.
- (c) Tenant has provided to Landlord copies of all approvals required by all applicable Governmental Authorities for the redevelopment of the Premises (the “**Approvals**”).
- (d) Tenant has obtained, and has caused its general contractor to obtain, the insurance required under Article X and has delivered to Landlord certificates evidencing such insurance.

Section 7.02 Intentionally Deleted.

Section 7.03 Intentionally Deleted.

Section 7.04 Commencement of Construction. Tenant shall commence and pursue the improvements contemplated hereunder to Substantial Completion in accordance with the contract documents for such improvements (the “**Contract Documents**”).

Section 7.05 Construction Approvals by Landlord. Prior to commencing any excavation, construction, paving, or any other work associated with the Initial Improvements, Tenant shall deliver to Landlord for its approval the preliminary design documents and the construction documents (the “**Plans**”), fully identifying and describing all mechanical, electrical, and plumbing systems, materials, signage, design. Landlord shall have a period of ten (10) Business Days after receipt to approve or reject such submissions. Failure to approve or reject any submissions within such ten (10) business-day period shall be deemed rejection by Landlord. Upon the rejection or deemed rejection of any submissions, Tenant may request from Landlord a description of measures to be taken by Tenant that will result in approval on resubmission (or why resubmission of any similar proposal would be rejected). Landlord agrees not to unreasonably withhold, condition, or delay the approval required by this Section 7.05. Notwithstanding the foregoing, Landlord and Tenant acknowledge that, as of the Effective Date, the Landlord is the City of Winter Park, and that any approvals of any plans submitted through the ordinary course of permitting with the City (including pursuant to Section 7.06 below) shall be deemed to be Landlord’s approval thereof. Landlord and Tenant also acknowledge that it shall be the responsibility of Landlord to cause the Land to be rezoned to allow the Premises, with a three-story building consisting of at least 33,000 square feet, to be used for the Primary Use, with any variances reasonably acceptable to Tenant required to satisfy any parking requirements (the “**Rezone**”). In the event that, (i) in Tenant’s reasonable judgment, it appears clear following Landlord’s description of measures to be taken pursuant to the foregoing, that Landlord and Tenant cannot agree upon the Plans, or (ii) the Rezone will not have final approval from the City by [REDACTED], then Tenant shall have the right to terminate this Lease by delivering written notice thereof to Landlord, whereupon all obligations of each party hereunder shall immediately cease, except for those expressly stated to survive termination of this Lease.

Section 7.06 Change Order. Once the Plans are submitted to and approved by Landlord, Tenant shall not, without the prior written consent or approval of Landlord, order, authorize, or perform any change, substitute work, or

materials in prosecuting the construction of the Improvements (“**Change Order**”). Landlord agrees not to unreasonably withhold, condition, or delay the approval required by this Section 7.06.

Section 7.07 Construction According to Approved Plans. All building materials for the Premises must be new or like-new and of good quality in accordance with the Contract Documents and Plans. All construction will be performed in a good and workmanlike manner and only by contractors and subcontractors that are properly licensed in the State to perform their respective work. Landlord reserves the right to monitor the Initial Improvements, from its inception to its completion.

Section 7.08 Liens Subordinate to Landlord. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic’s, laborer’s, or materialman’s lien which might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

Section 7.09 Intentionally Deleted.

Section 7.10 Title to the Improvements and the Personalty. The title to all Improvements and personal property located in or upon the Premises (“**Personalty**”) now or hereafter located on the Premises, including those to be constructed in accordance with the Plans and Contract Documents, shall be vested in Tenant until either the termination or expiration of this Lease, at which time all title to and ownership of the Improvements and Personalty shall automatically and immediately vest (without the necessity of any further action being taken by Tenant or Landlord or any instrument being executed and delivered by Tenant to Landlord) in Landlord.

Section 7.11 Architects, Engineers, Contractors, Specialists, and Consultants. Tenant shall require any architects, engineers, contractors, subcontractors, specialists, and consultants engaged in connection with the construction of the Facility to perform their respective obligations under the terms of the Contract Documents.

Section 7.12 Permits, Laws, and Ordinances. Tenant shall, at its sole cost and expense, comply and cause its contractors and subcontractors to comply in all material respects with all Laws of all Governmental Authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to Tenant or Landlord as they relate to the Premises and shall take, as otherwise provided herein, all action necessary to cause the Premises to comply in all material respects with all provisions of the Contract Documents, the loan documents evidencing and securing any Leasehold Mortgage, and this Lease applicable to Tenant.

Section 7.13 Reports and Information. Upon written request, Tenant shall deliver or cause to be delivered to Landlord copies of all soil reports, surveys, hazardous wastes or toxic materials reports, feasibility studies, and other similar written materials prepared for Tenant pursuant to the Contract Documents with respect to the Premises (collectively, the “**Property Reports**”).

Section 7.14 Substantial Completion of Initial Improvements. As soon as practicable after the Substantial Completion of the Initial Improvements, Tenant will furnish to the Landlord: one complete set of final “as-built” Plans and specifications of the completed Improvements; and a current, accurate, properly labeled, and certified (by the hereafter stated surveyor or engineer), “as-built” survey of the Premises prepared by a Florida registered land surveyor or professional engineer depicting to scale the location of the completed Improvements, as the same have been constructed.

ARTICLE VIII OPERATION OF THE PREMISES

Section 8.01 Tenant's Operation of the Premises. Upon completion of construction of the Initial Improvements, Tenant will operate the Premises in accordance with all Laws governing the Premises and this Lease.

Section 8.02 Mechanic's liens. Tenant shall keep the Premises and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer in accordance with Section 7.08 hereof.

Section 8.03 Utilities. Tenant shall obtain and pay for all utilities directly from and to the utilities and vendors serving the Premises, including fuel, gas, electric, water and sewer service, trash collection, telephone, and internet service.

ARTICLE IX MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 9.01 Maintenance and Repair of the Premises. Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, keep and maintain the Premises, including the Improvements, appurtenances, and every part thereof that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary, and extraordinary, and foreseen and unforeseen. Tenant shall keep the entire Premises, including adjoining sidewalks, substantially free of any accumulation of dirt and rubbish. Unless otherwise expressly provided in this Lease, Landlord is not required to maintain, repair, clean, alter, or improve the Premises, or to provide any services to the Premises.

Section 9.02 Alterations. Tenant may, at its sole cost and expense, alter, replace, or remodel any Improvements upon the Premises ("**Alterations**"), provided that: (a) the foregoing are made in compliance with all Laws; (b) the foregoing are completed in accordance with general accepted construction standards; (c) any remodeling shall not materially diminish the value of Improvements or the Premises; and (d) Tenant shall not allow mechanic's or materialmen's liens to affix to the Premises because of the Alterations.

ARTICLE X INSURANCE

Section 10.01 Insurance. It is the intent of the parties that all risk of loss for the Premises be shifted to insurance to the maximum extent practicable. Accordingly, unless Landlord otherwise agrees in its sole discretion, Tenant shall maintain, or cause to be maintained, insurance covering the risks enumerated below. The premiums for such insurance shall be paid by Tenant, except for the coverages set forth in Section 10.10 below, which will be the responsibility of the party providing such insurance coverage. The policy shall provide that: (a) such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Landlord to itself or its officers, officials, or employees; (b) such insurance shall not be cancelled without ten (10) days' written notice to Landlord; (c) such insurance shall name Landlord as an additional insured; (d) any Fee Mortgagee and Leasehold Mortgagee shall be named as: (i) a loss payee or mortgagee on Tenant's property damage insurance policy under a standard mortgagee clause; and (ii) an additional insured on Tenant's liability insurance policies. The insurance policies purchased by Tenant must be issued by a company authorized to conduct business in the State. "**Leasehold Mortgage**" shall mean any loan financing obtained by Tenant, as evidenced by any mortgage, deed of trust, or other instrument and secured by Tenant's interest in this Lease and the leasehold estate created hereby, including any extensions, modifications, amendments, replacements, supplements, renewals, and refinancing, thereof, and a "**Leasehold Mortgage**" shall refer to the holder of a Leasehold Mortgage.

Section 10.02 Workers' Compensation and Employer's Liability. At all times prior to the expiration or earlier termination of this Lease during any construction or Alteration conducted by or on behalf of Tenant in or on the Premises, Tenant shall maintain, and cause its contractors to maintain, Workers' Compensation Insurance as required by the Laws of the State. Tenant shall require all subcontractors performing work under this Lease to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance.

Section 10.03 Property/Business Interruption. Tenant shall, at its sole cost and expense throughout the entire Term of this Lease, keep the Improvements insured against loss or damage by fire, windstorm, flood, earthquake, and such other, further and additional risks as now are or hereafter may be embraced by the ISO special form and Builder's Risk extended coverage form or endorsements, with commercially reasonable deductibles, in each case in amounts equal to the full replacement cost of the Improvements from time to time.

Section 10.04 General Commercial Liability. At all times during the Term of this Lease, Tenant shall maintain a primary commercial general liability insurance ("CGL") policy covering all claims for bodily injury (including death) and property damage, including loss of use thereof, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Coverage shall be specific for this project or, upon approval of Landlord, covered under umbrella or pooled policies. The policy or policies must be on an "occurrence" basis unless waived by the Landlord.

Section 10.05 Intentionally Deleted.

Section 10.06 Delivery of Insurance Certificates. Upon the commencement of this Lease and at each policy renewal date, Tenant shall furnish to Landlord, any Fee Mortgagee, and any Leasehold Mortgagee, at the addresses set forth in Section 19.01 of this Lease, insurance certificates or renewal certificates. Such certificates or policies shall name Landlord as an insured and shall name any Fee Mortgagee and Leasehold Mortgagee as mortgagee and loss payee, in accordance with the requirements contained in this Article X.

Section 10.07 Evidence of Payment of Premiums. Upon written request, Tenant shall furnish to Landlord duplicate receipts or satisfactory evidence of the payment of all premiums on any and all insurance required to be carried by Tenant in accordance with this Lease.

Section 10.08 Payments for Tenant by Landlord. If Tenant fails to procure the insurance required to be procured by Tenant under this Lease, or fails to pay any premium of insurance, Impositions, or any other sum in this Lease required to be paid by Tenant (other than Rent), Landlord may, after expiration of the applicable cure period, at Landlord's option, procure on behalf of Tenant any such insurance, and pay on behalf of Tenant any such payment or payments as may be necessary. Any sum[s] so paid or expended by Landlord on behalf of Tenant shall immediately be reimbursed and paid by Tenant to Landlord, as Additional Rent, within thirty (30) days after demand by Landlord.

Section 10.09 Insurance Requirements for Subtenants and Contractors. Tenant shall require all its Subtenants to:

- (a) Maintain customary insurance required of tenants in similar properties;
- (b) Include Landlord and Tenant as additional insureds on their commercial general liability policies (or equivalent policies);
- (c) Obtain a waiver of subrogation endorsement in all policies in favor of Landlord and Tenant;
and
- (d) Include any Fee Mortgagee and Leasehold Mortgagee as: (A) a loss payee or mortgagee on each Subtenant's property damage insurance policy under a standard mortgagee clause; and (B) an additional insured on each Subtenant's liability insurance policies.

ARTICLE XI INDEMNIFICATION

Section 11.01 Indemnification. Tenant hereby releases and agrees to indemnify and hold harmless Landlord and all of its trustees, officers, employees, directors, agents, and consultants (hereinafter collectively referred to as the “**Indemnitees**”) of and from any and all claims, demands, Liabilities, losses, costs, or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys’ fees, caused by, growing out of, or otherwise happening in connection with this Lease, due to any negligent or intentional act or omission on the part of Tenant, its agents, employees, or others working at the direction of Tenant or on its behalf, or due to the application or violation of any pertinent federal, state, or local laws except for the gross negligence or intentional misconduct of the Indemnitees. In case any action or proceeding is brought against Landlord by reason of any claim mentioned in this Article XI, Tenant, upon notice from Landlord, shall, at Tenant’s expense, resist or defend such action or proceeding in Landlord’s name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, or otherwise by counsel approved by Landlord. Landlord agrees to give Tenant prompt notice of any such claim or proceeding. This indemnification is binding on the successors and assigns of the Tenant, and this indemnification survives the expiration or earlier termination of the Lease, or the dissolution or, to the extent allowed by Law, the bankruptcy of Tenant. This indemnification does not extend beyond the scope of this Lease and the Contract Documents and the work undertaken thereunder, and does not extend to claims exclusively between the undersigned parties arising from the terms, or regarding the interpretation of this Lease.

ARTICLE XII ASSIGNMENT; SUBLEASE; NON-DISTURBANCE

Section 12.01 Assignment, Transfer, and Major Sublease. Tenant shall have the right, subject to the applicable provisions of this Article XII, without the consent of Landlord, to enter into an Assignment, Transfer, or Major Sublease only with Landlord’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. For purposes hereof, a “**Major Sublease**” shall mean any sublease of the Premises covering more than ninety eighty-five percent (85%) of the Leasable Area. Tenant shall not require any consent to assign, sublease or otherwise transfer any interest in this Lease to any party controlling, controlled by or under common control with Tenant, nor to sublease any portion of the Premises (except for a major sublease) in the ordinary course of Tenant’s operation of the Premises, subject to Section 12.02 below, it being acknowledged by Landlord that it is the mutual intention of the parties that the Premises be sublet to office or other commercial tenants by Tenant. If Tenant’s interest in this Lease is assigned in violation of the provisions of this Article XII, such Assignment shall be void and of no force and effect against Landlord. Neither any Assignment, Transfer, nor any subleasing, occupancy, or use of the Premises or any part thereof by any Person, nor any collection of Rent by Landlord from any Person other than Tenant, nor any application of any such Rent shall, in any circumstances, relieve Tenant of its obligations under this Lease on Tenant’s part to be observed and performed.

Section 12.02 Subleases. Tenant shall have the right, subject to the applicable provisions of this Article XII, without the consent of Landlord, to enter into subleases with any party who is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the sublease term for the use permitted by this Lease. Each such sublease shall provide that: (i) it is subordinate and subject to this Lease; and (ii) the fixed expiration date thereunder shall not extend beyond the Expiration Date. Tenant shall not, without Landlord’s prior written consent, amend or modify any sublease in a manner which would cause such sublease (as amended or modified) to violate the provisions of this Article XII and Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within ten (10) Business Days after the full execution and delivery thereof, a true and complete copy of any executed sublease or any material amendment and modification thereto.

Section 12.03 Notice. Tenant shall notify Landlord of its intention to enter into any Assignment, Transfer, or Major Sublease at least thirty (30) days prior to the proposed effective date thereof, and with respect to any such Assignment, Transfer, or Major Sublease which Tenant shall not have notified Landlord, Tenant shall notify Landlord

of the foregoing at least thirty (30) days after the effective date of such Assignment, Transfer, or Major Sublease, but failure to give such notice shall not invalidate the Assignment, Transfer, or Major Sublease.

Section 12.04 Copies to Landlord. Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within ten (10) Business Days after the effective date of an Assignment or the commencement date of a Major Sublease: (a) in the case of an Assignment, a fully-executed copy of the instrument of Assignment and assumption; or (b) in the case of a Major Sublease, a fully-executed copy of the Major Sublease.

Section 12.05 Subtenant NDA Request Notice. Tenant, from time to time, may request, by notice to Landlord, that Landlord grant non-disturbance protection to a subtenant under a particular sublease, which notice shall be accompanied by a true and complete copy of the fully-executed sublease in question (any such notice being herein called a “**Subtenant NDA Request Notice**”). Landlord, subject to and in the manner provided in this Section 12.05, agrees to enter into a subordination, non-disturbance, and attornment agreement (a “**Subtenant NDA Agreement**”) in form and substance reasonably acceptable to Landlord with the subtenant under the sublease described in the Subtenant NDA Request Notice, provided that such Sublease satisfies all the following criteria (herein collectively called the “**Subtenant NDA Criteria**”), as applicable:

(a) Such Sublease shall be in form and substance satisfactory to Landlord; provided, however, a Major Sublease which is on the same terms, provisions, and conditions as are contained in this Lease (that is, the terms, provisions, and conditions of this Lease are incorporated by reference to and made a part of the Major Sublease) shall be deemed reasonably satisfactory to Landlord;

(b) Such Subtenant shall be a creditworthy entity with sufficient assets to satisfy its obligations under such Sublease (and Landlord shall have been provided with reasonably satisfactory proof thereof), and such Sublease shall not provide for the Subtenant to be relieved of liability upon an Assignment of its interest in such Sublease.

(c) If: (i) Landlord receives a Subtenant NDA Request Notice; and (ii) the Sublease described in, and accompanying, such notice satisfies the Subtenant NDA Criteria, then: (A) Landlord, within ten (10) Business Days after its receipt of a Subtenant NDA Request Notice, shall prepare and deliver to Tenant a form of Subtenant NDA Agreement (unexecuted) between Landlord, Tenant, and such Subtenant; and (B) Landlord, promptly after it shall receive: (x) back such form of Subtenant NDA Agreement fully executed by Tenant and such Subtenant; and (y) payment of the reasonable actual out-of-pocket costs, including without limitation, attorneys’ fees and disbursements, incurred by Landlord in connection with the review of any Subleases under this Section 12.05 and the preparation and execution of any Subtenant NDA Agreement, shall counter-execute the same and return the same to Tenant (for delivery to such Subtenant); provided, however, that Landlord shall have no obligations under this Section 12.05 during any period that an Event of Default shall have occurred and be continuing.

Section 12.06 Assignment to Leasehold Mortgagee. Any other provisions of this Lease to the contrary notwithstanding, Tenant, and its permitted successors and assigns, shall have the right to Transfer this Lease or any interest herein or any right or privilege appurtenant hereto which Tenant desires to Transfer to a Leasehold Mortgagee, to the extent permitted in Article XIII of this Lease. Landlord agrees to recognize any Leasehold Mortgagee as Tenant for the performance of all duties and obligations arising due to the interest of this Lease being so Transferred; provided, however, it is hereby agreed and acknowledged by Landlord and Tenant that Tenant and its permitted successors and assigns shall not be relieved of its liability for the performance of such duties or obligations by any such Transfer.

ARTICLE XIII

FEE MORTGAGES; LEASEHOLD MORTGAGES

Section 13.01 Fee Mortgages. Landlord may mortgage its fee interest in the Premises subject to the provisions of Section 13.10 of this Lease.

Section 13.02 Mortgaging of the Leasehold. Tenant, and every permitted successor and assign of Tenant, shall have the right to encumber its interest in this Lease without Landlord's prior consent, provided that: (a) no Event of Default has occurred and remains uncured under this Lease; and (b) all rights acquired under the Leasehold Mortgage shall be subject to each of the provisions set forth in this Lease and to all rights and interests of the Landlord therein. If, from time to time, Tenant or Tenant's permitted successors or assigns shall encumber this Lease with a Leasehold Mortgage, and if the Leasehold Mortgagee delivers to Landlord an executed counterpart of such Leasehold Mortgage, together with each assignment thereof certified by the holder of the Leasehold Mortgage to be true, together with written notice specifying the name and address of the Leasehold Mortgagee and the pertinent recording data with respect to the Leasehold Mortgage, Landlord agrees that, anything in this Lease to the contrary notwithstanding, from and after the date of receipt by Landlord of such notice and for the duration of such Leasehold Mortgage, the provisions of this Article XIII shall apply.

Section 13.03 Consent to Amendment. There shall be no cancellation, surrender, modification, or amendment to this Lease by Landlord or Tenant without the prior written consent of Leasehold Mortgagee. Notwithstanding the foregoing (but, in any event, subject to Leasehold Mortgagee's curative rights set forth in Section 13.06 and Section 13.07 hereof), nothing herein shall be deemed to prohibit Landlord from terminating this Lease in accordance with its terms or exercising its option to purchase as provided for in this Lease. There shall be no material modification in the Leasehold Mortgage or related documentation without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 13.04 Notices to Leasehold Mortgagees. Landlord, upon serving Tenant with any notice of default or termination, shall simultaneously serve a copy of such notice on Leasehold Mortgagee. The Leasehold Mortgagee shall then have the same period of time after service of the notice on it as was given to the Tenant under this Lease to remedy or cause to be remedied Tenant's default under this Lease, and Landlord shall accept performances by, or at the instigation of, Leasehold Mortgagee as if it had been done by Tenant. Any notice required to be given to Leasehold Mortgagee shall be provided as set forth in ARTICLE XIX of this Lease.

Section 13.05 Curative Rights of Leasehold Mortgagees. In addition to the rights granted to Leasehold Mortgagee under Section 13.04 hereof, Leasehold Mortgagee shall have an additional period of thirty (30) days to remedy or cause to be remedied any default of which it receives notice, provided such Leasehold Mortgagee shall reimburse Landlord, at the time of so remedying the default, for all reasonable costs and expenses to Landlord of maintaining, protecting, insuring, and operating the Premises during the additional 30-day period.

Section 13.06 Limitation Upon Termination Rights of Landlord. If Landlord shall elect to terminate this Lease by reason of any default of Tenant, Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Lease for a period of not more than one hundred twenty (120) days from the expiration of the 30-day period specified in Section 13.05 hereof, provided that Leasehold Mortgagee shall have cured, or shall have caused to be cured, any then-existing monetary or nonmonetary defaults (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee) and meanwhile shall pay the Rent and other charges required to be paid under this Lease. Leasehold Mortgagee shall take steps necessary to acquire Tenant's interest and estate in this Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence. If at the end of the one hundred twenty (120) day period, Leasehold Mortgagee shall be actively engaged in steps to acquire Tenant's interest in the Lease, and all monetary defaults and nonmonetary defaults have been cured (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee), the time for Leasehold Mortgagee to comply with the provisions of this Section 13.06 shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity. In no event shall Leasehold Mortgagee have any obligation to cure any default of Tenant under this Lease.

Section 13.07 Mortgage Lease. Landlord agrees that in the event of a termination of this Lease by reason of any default by Tenant, or if Tenant rejects the Lease in a bankruptcy proceeding, and subject to the rights herein granted to Leasehold Mortgagee, Landlord will enter into a lease (the "**Mortgage Lease**") of the Premises with the

Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Lease, provided:

(a) Leasehold Mortgagee shall make written request upon Landlord for the execution of such a Mortgagee Lease within thirty (30) days after the date of termination and shall, within thirty (30) days after its receipt from Landlord of a written statement of all sums then due to Landlord under this Lease, pay to Landlord all such sums (with the exception of sums due by reason of Tenant's indemnification obligations set forth in Section 11.01).

(b) Leasehold Mortgagee shall pay to Landlord at the time of the execution and delivery of the Mortgagee Lease any sums that at the time of such execution and delivery would be due pursuant to this Lease but for the termination, and in addition, all reasonable attorneys' fees and expenses which Landlord shall have actually incurred.

(c) Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on Tenant's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the expiration or earlier termination of the Mortgagee Lease or the abandonment or surrender of possession of the Premises under the Mortgagee Lease and shall further remedy any other conditions that Tenant was obligated to perform under the terms of this Lease.

(d) Leasehold Mortgagee, as Tenant under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises, the right to use the Premises thereon as Tenant had under this Lease and the right to exercise the Renewal Options.

Section 13.08 Agreement Between Landlord and Leasehold Mortgagee. Landlord, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among Landlord, Tenant, and Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) confirming all the provisions of this Article XIII, in form and substance reasonably satisfactory to Leasehold Mortgagee and Landlord.

Section 13.09 No Merger. So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Landlord or the Tenant or a third party, by purchase or otherwise.

Section 13.10 Subordination of Fee Mortgage. If one or more Leasehold Mortgages is in effect, the following shall apply: (a) all Fee Mortgages shall be expressly subject and subordinate to this Lease, any Mortgagee Lease, and all amendments, modifications, and extensions thereof and shall include the Fee Mortgagee's agreement to execute and deliver to Leasehold Mortgagee an agreement in accordance with Section 13.08 hereof; (b) Landlord shall not enter into any Fee Mortgage that violates this Section 13.10; (c) Tenant shall not subordinate this Lease without the prior written consents of all Leasehold Mortgagees; and (d) concurrently with the execution and delivery of this Lease, Landlord shall cause all Fee Mortgagees to execute and deliver to Tenant a subordination agreement that is in recordable form and that contains such terms as are reasonably acceptable to Tenant and Leasehold Mortgagee.

ARTICLE XIV DEFAULT; REMEDIES

Section 14.01 Events of Default. Each of the following events shall be an event of default ("Event of Default"):

(a) If Tenant shall fail to pay any item of Rent, or any part thereof, when the same shall become due and payable and such failure shall continue for five (5) Business Days after notice from Landlord to Tenant.

(b) If Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant specifying such failure unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or because of Unavoidable Delays reasonably be performed, done, or removed, as the case may be, within such 30-day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within such 30-day period and shall, subject to Unavoidable Delays, diligently, continuously, and in good faith prosecute the same to completion.

(c) If Tenant shall make an Assignment for the benefit of creditors.

(d) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of 90 days.

(e) If within 90 days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, Law, or regulation, such proceeding shall not have been dismissed.

Upon the occurrence of an Event of Default, Landlord may, at its option, give notice to Tenant of the termination of this Lease and, thereupon, this Lease, the Term, and subject to the rights of Leasehold Mortgagee contained in this Lease, Tenant's estate shall terminate (whether or not the Commencement Date shall have occurred) and shall end with the same force and effect as if that day were the day fixed for the expiration of this Lease. Notwithstanding the foregoing, Tenant shall remain liable for any damages as provided in this Lease and Landlord may enforce any of the remedies provided in Section 14.02.

Section 14.02 Remedies. Upon the occurrence of any Event of Default under Section 14.01, the Landlord, at its election, may pursue any remedy available at law or in equity, including the exercise any one or more of the following options, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute, at common law or in equity at the same or at subsequent times:

(a) Declare this Lease to be terminated, in which event Landlord may reenter upon and take possession of the Premises on its own behalf, whereupon all right, title and interest of the Tenant in and to the Premises and this Lease shall terminate. Tenant shall remain liable for all Rent due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease.

(b) Terminate Tenant's right to possession under the Lease (either with, or without the termination of this Lease), in which event Landlord may reenter and retake possession of the Premises and attempt to relet the Premises (or any portion thereof) on behalf of Tenant at such rent and under such terms and conditions as Landlord may deem obtainable under the circumstances for the purpose of reducing Tenant's liability hereunder. Landlord shall not be deemed to have thereby terminated this Lease or accepted a surrender of the Premises, and Tenant shall remain liable for all rent due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease.

(c) No reentry or retaking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. If Landlord elects to reenter and take possession of the Premises, it may thereafter terminate this Lease as set forth above at any time thereafter. If Landlord elects to reenter and take possession of the Premises, it may make such alterations and repairs as it deems necessary or appropriate in order to relet the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease), at such rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied: first, as to the payment of any indebtedness, other than rent, due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees, attorney's fees and

costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; with the residue, if any, to be held by Landlord and applied in payment of future rent and other charges as the same may become due and payable hereunder.

ARTICLE XV EXPIRATION OR TERMINATION

Section 15.01 Extinguishment of Tenant's Rights. Upon the termination or expiration of this Lease from any cause, all rights and interests of Tenant, and all Persons whomsoever claiming by, through, or under Tenant (with the exception of the rights of Leasehold Mortgagees arising under Article XIII and the rights of Landlord arising under Section 14.02), shall immediately cease and terminate, and the Premises, all Improvements, and all Personalty located thereon, shall thence forward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim, and charge of any character created or attempted to be created by Tenant at any time. Tenant agrees, at the termination of this Lease, to surrender unto Landlord, all and singular the Premises with the then-existing Improvements constructed and located thereon and therein, in the same condition as when the construction of Improvements was completed, only normal wear and tear excepted, unless Tenant shall be relieved of Tenant's obligation to repair, reconstruct, Restore, or replace damaged or destroyed buildings, other structures, or Improvements pursuant to Article XVI hereof.

Section 15.02 Prepaid Items Assigned. Upon the expiration of the Term of this Lease, or upon the prior termination of this Lease from any cause, all expense items prepaid by Tenant with respect to constructing, operating, maintaining, and protecting the Premises, including, but not limited to, prepaid insurance premiums, and any tax and utility deposits, shall inure to the benefit of and become the property of Landlord, and to this extent Tenant does hereby transfer, assign, and convey any such prepaid expense items to Landlord.

ARTICLE XVI DAMAGE AND DESTRUCTION

Section 16.01 Damage and Destruction. If all or any part of the Premises shall be destroyed or damaged in whole or in part by fire or other casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Tenant shall give to Landlord prompt notice thereof, except that no notice shall be required if the estimated cost of repairs, Alterations, Restorations, replacements, and rebuilding the Premises or portion thereof so damaged or destroyed (collectively, "**Restoration**") shall, in Tenant's reasonable judgment, be less than \$50,000.00 (the "**Threshold Amount**"). Tenant shall, with reasonable diligence, repair, alter, restore, replace, and rebuild the Premises or portion thereof so damaged or destroyed (collectively, "**Restore**") the same, at least to the extent of the value and as nearly as possible to the condition, quality, and class of the Premises existing immediately prior to such occurrence. Landlord in no event shall be obligated to Restore the Premises or any portion thereof or to pay any of the costs or expenses thereof. If Tenant shall fail or neglect to Restore with reasonable diligence the Premises or the portion thereof so damaged or destroyed, or having so commenced such Restoration, shall fail to complete the same with reasonable diligence (subject to force majeure and unavoidable delays) in accordance with the terms of this Lease, and in either case such failure or neglect continues for three hundred sixty-five (365) days after notice from Landlord, Landlord, upon notice to Tenant, may, but shall not be required to, complete such Restoration at Tenant's expense. Each such Restoration shall be done in accordance with the provisions of this Lease. Tenant's obligations under this Section 16.01 shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, in the event that (i) any such casualty occurs within the final two (2) years of the Term, or (ii) Tenant has carried the insurance required hereunder, but the proceeds received therefrom shall not be adequate to effect the Restoration, Tenant shall not be obligated to Restore the Premises, and may terminate this Lease by providing written notice thereof to Landlord. If any such casualty renders the Premises untenable, in whole or in part, then a proportionate abatement of Base Rent shall be allowed from the date when the casualty occurred until the date which is the earlier of (a) 365 days following the date of such casualty or (b) the completion of the Restoration. Such proportionate abatement shall be computed on the basis of the relation which the net rentable square feet of the space rendered untenable bears to the net rentable

square feet contained within the Premises. The determination of the portion of the Premises which is rendered untenable as a result of the occurrence of any such casualty shall be made by Tenant in the exercise of its reasonable discretion.

Section 16.02 Restoration Costs Exceed the Threshold Amount. If any loss, damage, or destruction occurs, the cost of Restoration of which equals or exceeds the Threshold Amount in the aggregate, in addition to the other requirements contained in this Article XVI, Tenant shall furnish to Landlord the documents and shall comply with the requirements set forth in Section 7.05 through Section 7.15 of this Lease as required for the Initial Construction of the Facility.

Section 16.03 No Termination; No Abatement. Except as otherwise expressly provided herein, this Lease shall not terminate or be forfeited or be affected in any manner, and there shall be no reduction or abatement of the Rent, by reason of damage to or total, substantial, or partial destruction of the Premises or any part thereof or by reason of the untenability of the same or any part thereof, for or due to any reason or cause whatsoever, and Tenant, notwithstanding any Law, waives any and all rights to quit or surrender the Premises or any part thereof.

ARTICLE XVII CONDEMNATION

Section 17.01 Total Taking.

(a) If all or substantially all the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation, eminent domain, or by agreement among Landlord, Tenant, and those authorized to exercise such right, the Term shall terminate on the Date of Taking and the Rent payable by Tenant hereunder shall be equitably apportioned as of the date of such taking.

(b) If all or substantially all of the Premises shall be taken or condemned as provided in Section 17.01(a), the award, awards or damages in respect thereof shall be apportioned as follows: (i) there shall first be paid to Landlord so much of the award which is for or attributable to the Land Value (as hereinafter defined); (ii) there shall next be paid to the Leasehold Mortgagee so much of the balance of such award as shall equal the unpaid principal indebtedness secured by such Leasehold Mortgage with interest thereon at the rate specified therein to the date of payment (such payments to be made in order of lien priority and *pari passu* to Leasehold Mortgagee with liens of the same priority); and (iii) subject to rights of any Leasehold Mortgagee, Tenant shall receive the balance, if any, of the award. “**Land Value**” shall mean, as of any date, the fair market value of the Land, as determined by Landlord. For purposes herein, the term “fair market value” is deemed to be the price that a willing buyer would offer, and a willing seller would accept, for all of seller’s right, title, and interest in the Land, considered as encumbered by this Lease with all extension options exercised, unencumbered by any Fee Mortgage, vacant, and unimproved. If Tenant disputes Landlord’s determination of fair market value, Tenant shall submit such dispute to arbitration.

(c) Each of the parties shall execute any and all documents that may be reasonably required in order to facilitate collection by them of such awards.

Section 17.02 Partial Taking. If less than substantially all of the Premises shall be so taken, this Lease and the Term shall continue as to the portion of the Premises remaining without diminution of any of Tenant’s obligations hereunder, but the Base Rent shall be changed (subject to increase as provided in Article XXIX) to the higher of: (a) the Base Rent reduced by the percentage of rentable area of the Premises taken and not rebuilt; and (b) the fair market rental value of the Premises as determined by Article XXIX. Tenant, whether or not the award or awards, if any, shall be sufficient for the purpose shall (subject to force majeure) proceed diligently to Restore any remaining part of the Premises not so taken so that the latter shall be a complete, operable, and self-contained architectural unit in good condition and repair in conformity with this Lease. In the event of any taking pursuant to this Section 17.02, the entire award for or attributable to the Land taken and the Land Value thereof, shall be first paid to Landlord, and the balance

of the award, if any, shall be paid to Tenant, except that if such balance shall be less than the Threshold Amount, such balance shall be payable to Tenant for application to the cost of Restoration of the part of the Premises not so taken. Such Restoration shall be done in accordance with and subject to the provisions of Article XVI. Each of the parties shall execute any and all documents that may be reasonably required in order to facilitate collection by them of such awards.

Section 17.03 Temporary Taking. If the temporary use of the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord and the Term shall not be reduced or affected in any way and Tenant shall continue to pay in full the Rent payable by Tenant hereunder without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payments for such use.

Section 17.04 Negotiated Sale in Lieu of Condemnation. In the event of a negotiated sale conveying all or a portion of the Premises to the condemning authority in lieu of condemnation, the proceeds shall be distributed as provided in cases of condemnation.

Section 17.05 Participation in Condemnation Proceeding. Landlord, Tenant, and any Leasehold Mortgagee shall be entitled to file a claim and otherwise participate in any condemnation or similar proceeding and all hearings, trials, and appeals in respect thereof.

Section 17.06 Rights of Tenant and Subtenants to File Claims. Notwithstanding anything to the contrary contained in this Article XVII, in the event of any permanent or temporary taking of all or any part of the Premises, Tenant and its subtenants shall have the exclusive right to assert claims for any trade fixtures and personal property so taken which were the property of Tenant or its subtenants and for relocation expenses of Tenant or its subtenants, and all awards and damages in respect thereof shall belong to Tenant and its subtenants, and Landlord hereby waives any and all claims to any part thereof, provided, however, that if there shall be no separate award or allocation for such trade fixtures or personal property, then such claims of Tenant and its subtenants, or awards and damages, shall be subject and subordinate to Landlord's claims under this Article XVII.

ARTICLE XVIII ESTOPPEL CERTIFICATES

Section 18.01 Estoppel Certificates. Landlord and Tenant shall execute, acknowledge, and deliver to the other promptly upon request, a certificate certifying as to the following:

- (a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).
- (b) The dates through which the Rent under this Lease has been paid.
- (c) The amount of the Rent then payable.
- (d) That no notice has been given by Landlord to Tenant of any Event of Default under this Lease that has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any notice given or an Event of Default exists, describing the same).

Certificates from Landlord and Tenant pertaining to the same matters may be relied upon by any prospective Leasehold Mortgagee or Fee Mortgagee or prospective assignee or subtenant.

ARTICLE XIX NOTICES

Section 19.01 Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Lease shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

Landlord:	[NAME AND ADDRESS]
with a copy to:	[NAME AND ADDRESS]
Tenant:	Harbert Realty Services, LLC Attn: Damien Madsen 400 S. Park Ave., Suite 225 Winter Park, FL 32789 Email: dmadsen@harbertrealty.com
with a copy to:	Maynard, Cooper & Gale, P.C. Attn: D. Paul Dietrich II 200 E. New England Ave., Suite 300 Winter Park, FL 32789 Email: PDietrich@maynardcooper.com

Notwithstanding anything contained in this Lease to the contrary, any notice required to be given by Landlord or Tenant hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

ARTICLE XX SUBMISSION OF MATTERS TO LANDLORD FOR APPROVAL

Section 20.01 Submission of Matters to Landlord for Approval. Any matter which must be submitted to and consented to or approved in writing by Landlord or any matter which must be submitted to Landlord which may become effective if not denied by Landlord, as required under this Lease, shall be submitted to Landlord in the manner and to the address of Landlord designated for the giving of notice to Landlord under Article XIX of this Lease and shall either be approved or rejected by Landlord within ten (10) Business Days after receipt unless a shorter period of time is expressly stated elsewhere in this Lease. If Landlord should fail so to approve or reject within such ten (10)-day period as provided for herein, Landlord's approval shall be deemed rejected. Upon Tenant's written request, Landlord shall inform Tenant in writing of its rejection or approval of such submitted matter in the manner and to the address of Tenant designated for the giving of notice to Tenant under Article XIX of this Lease. Any review by Landlord of any matter submitted to Landlord is for Landlord's own convenience and purpose only. By undertaking such review, Landlord shall not have nor have any liability to Tenant or any other person, including, without limitation, the Tenant's insurers and lenders.

ARTICLE XXI HOLDING OVER

Section 21.01 Holding Over by Tenant. Tenant shall not use or remain in possession of the Premises after the expiration of sooner termination of this Lease. Any holding over, or continued use or occupancy by Tenant after the termination of this Lease, without the written consent of Landlord, shall not constitute a tenant-at-will interest on behalf of Tenant, but Tenant shall become a tenant-at-sufferance and liable for holdover Base Rent in an amount equal to 150% of the monthly installment of Base Rent in effect for the immediately preceding year of the Term of this Lease. There shall be no renewal whatsoever of this Lease by operation of Law.

ARTICLE XXII

COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS

Section 22.01 Compliance with Laws. Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's business and activities on or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do or permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do or permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises. Without limiting the foregoing, Tenant shall promptly cure all violations of Law for which Tenant has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

Section 22.02 Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action when required by such Environmental Laws and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Environmental Law. Nothing herein shall require Tenant to pay any costs for any Remedial Action resulting from any violation of Environmental Laws, in connection with any Hazardous Material, if such violation or release occurred prior to the Commencement Date or was otherwise caused by Landlord, its contractors, agents, or representatives, all of which shall be paid for solely by Landlord.

(b) Tenant shall notify Landlord promptly in writing if: (i) Tenant becomes aware of the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) Tenant receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises.

(c) Tenant shall take and complete any Remedial Action with respect to the Premises in full compliance with all Laws and shall, when such Remedial Action is completed, submit to Landlord written confirmation from the applicable Governmental Authority that no further Remedial Action is required.

(d) Tenant shall provide Landlord with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or Release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Premises.

For purposes hereof, "**Environmental Laws**" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time. "**Environmental Liabilities**" shall mean any loss, cost, expense, claim, demand, liability, obligation, action, or other responsibility of whatever kind, based upon or required under Environmental Laws or otherwise relating to: (a) any environmental, health, or safety matter or condition (including, but not limited to, on-site or off-site pollution or contamination, the welfare, safety, and health of people at the Premises or elsewhere, and the regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands, responses, and remedial, investigative, or inspection costs and expenses arising under or caused by application of Environmental Laws (including, but not limited to, fees for attorneys, engineers, and other professionals); (c) financial responsibility under Environmental Laws for Remedial Action or for any damages to natural resources; or (d) any other Remedial Actions required under Environmental Laws. "**Hazardous Materials**" shall mean any and all substances, materials, chemicals,

or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives. “**Release**” shall mean the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping. “**Remedial Action**” shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

ARTICLE XXIII BROKERS

Section 23.01 Brokers. Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker other than [REDACTED] (“**Broker**”) in connection with this Lease. Landlord and Tenant shall each indemnify and hold harmless the other from and against any and all claims for any brokerage fee or commission with respect to this Lease transaction by any broker with whom either Landlord or Tenant has dealt with or is alleged to have dealt with (other than Broker). Landlord shall pay Broker the commission payable with respect to this Lease transaction in accordance with a separate brokerage agreement between Landlord and Broker. The provisions of this Section 23.01 shall survive any termination of this Lease.

ARTICLE XXIV NO IMPAIRMENT OF LANDLORD’S TITLE

Section 24.01 No Impairment of Landlord’s Title. Tenant shall not permit the Premises to be used by any entity at any time or times during the Term of this Lease in such a manner as would impair Landlord’s title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

ARTICLE XXV QUIET ENJOYMENT

Section 25.01 Quiet Enjoyment. Landlord covenants and agrees that, if and so long as Tenant observes and performs each and every covenant, agreement, provision, and condition of this Lease on the part of Tenant to be materially observed and performed throughout the Term of this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation of Landlord or any Person acting through Landlord.

ARTICLE XXVI LIMITATION OF LANDLORD’S LIABILITY

Section 26.01 Limitation of Landlord’s Liability. If Landlord sells, assigns, or otherwise transfers (whether by operation of Law or otherwise) all or part of its interests in the Premises or this Lease: (i) Landlord shall be relieved of all obligations and Liabilities of Landlord under this Lease accruing after the effective date of such transfer; and (ii) the transferee shall be deemed to have assumed all of Landlord’s obligations and Liabilities under this Lease effective from and after the effective date of the transfer. Landlord, its partners, members, shareholders, officers, directors, and principals, whether disclosed or undisclosed, shall have no personal liability under or in connection with this Lease. Tenant agrees that it shall look solely to Landlord’s interest in the Premises and this Lease for the satisfaction of Tenant’s remedies or to collect any judgment requiring payment of any money by Landlord.

ARTICLE XXVII PURCHASE RIGHTS

Section 27.01 Right of First Refusal.

(a) If, during the Lease Term, Landlord decides to sell the Land (a “**Proposed Transfer**”), Tenant shall have a right of first refusal to purchase the Premises in accordance with this Section 27.01, and Landlord shall not consummate the sale unless Landlord shall first deliver to Tenant a notice (the “**First Refusal Notice**”) attaching a copy of a proposed purchase and sale agreement (the “**PSA**”) with the proposed purchaser (the “**Offeree**”) outlining the sale price and each of the material financial terms of the proposed transaction (the “**Purchase Terms**”) and the proposed closing date of the Proposed Transfer (the “**Closing Date**”). Notwithstanding the foregoing, Landlord shall not enter into any PSA without first notifying Tenant of its intent to sell the Property, and shall first perform two independent appraisals of the Premises by Qualified Appraisers. The purchase price in the Purchase Terms, in such case, shall be determined by averaging the value of the two foregoing appraisals. “**Qualified Appraiser**” shall mean an arbitrator that: (a) is duly licensed in Florida; (b) has at least ten (10) years' experience, on a full-time basis, leasing space in the same general geographic area as that in which the Premises are located; and (c) is independent and has no then-pending or past brokerage relationship with any or all of Landlord, Tenant, and any affiliates of either or both of Landlord and Tenant.

(b) Tenant shall, for the thirty (30) day period commencing upon receipt of the First Refusal Notice (the “**ROFR Response Period**”), have the exclusive right to purchase, or designate a purchaser of, the Premises on the terms set forth in the PSA, by so notifying Landlord before 5:00p.m. on the last day of the ROFR Response Period, whereupon Landlord shall be bound to sell to Tenant the Premises on the Purchase Terms. Landlord and Tenant shall promptly execute a purchase and sale agreement to sell the Premises to Tenant in a form materially similar to the PSA and on the Purchase Terms and upon other terms typical to commercial real estate transactions in Orange County, Florida.

(c) If Tenant shall either: (a) deliver written notice of rejection of the First Refusal Notice to Landlord; or (b) fail to deliver written notice of acceptance of the First Refusal Notice within the ROFR Response Period, Tenant's right of first refusal hereunder shall conclusively be deemed to be waived with respect to the sale disclosed in the First Refusal Notice and Landlord shall be free, for a period of six (6) months from the end of the ROFR Response Period, to complete the Proposed Transfer to the Offeree on the Purchase Terms and the Offeree shall acquire the Premises free and clear of the Tenant's right of first refusal set forth in this Section 27.01 (which shall be extinguished, null, void, and of no further force or effect upon such sale). If, however, either: (a) Landlord does not complete the Proposed Transfer on the Purchase Terms within six (6) months from the end of the ROFR Response Period; or (b) Landlord attempts to change any of the terms of the PSA, then Tenant's right of first refusal provided for in Section 27.01 shall once again apply, and Landlord shall not complete such Proposed Transfer without first giving a new First Refusal Notice to Tenant in compliance with the terms of Section 27.01.

(d) A sale pursuant to this Section 27.01 shall be conducted in accordance the below within sixty (60) days of the First Refusal Notice. On the Closing Date:

- (i) Tenant shall purchase the Premises on the Purchase Terms;
- (ii) Landlord shall deliver to Tenant or its designee a deed with warranty, together with any ancillary documents necessary for the recordation thereof and any required tax documents;
- (iii) The closing shall be held in accordance with local custom in Orange County, Florida;

(iv) Landlord shall deliver to the title company closing the transaction evidence of authority to transfer the Premises to Tenant, and any other customary affidavits, indemnities, or documentation required by any title insurance company insuring the fee interest in the Premises; and

(v) All title insurance premiums, and other costs, fees, and expenses (including reasonable attorneys' fees and expenses) incurred in connection with the transfer of the Premises to Tenant shall be paid in accordance with the terms of the PSA (or, if not specified therein, in accordance with local custom for commercial real estate transactions in the state where the Premises is located).

(e) Upon the completion of such purchase, unless Tenant shall elect to have its leasehold and fee interests in the Premises not merge and to keep this Lease in effect, this Lease and all obligations and liabilities of Landlord and Tenant hereunder shall terminate, except for those obligations which by their terms survive the termination hereof.

ARTICLE XXVIII MEMORANDUM

Section 28.01 Memorandum. Either Landlord or Tenant may record a memorandum of this Lease or a memorandum of any amendment or modification of this Lease, provided the memorandum shall not include the financial terms of this Lease. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease or a memorandum of any amendment or modification of this Lease in proper form for recordation together with any transfer tax returns or forms necessary for such recordation, if applicable. The party requesting such memorandum of Lease shall be responsible for the payment of any recording fees and/or taxes. Upon the expiration or sooner termination of this Lease, Tenant covenants that it shall, at the request of Landlord, execute, acknowledge, and deliver an instrument canceling any memorandum of Lease that is recorded and all other documentation required to record same. If Tenant fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, then Tenant hereby appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver such instrument of cancellation on Tenant's behalf.

ARTICLE XXIX INTENTIONALLY DELETED

ARTICLE XXX MISCELLANEOUS

Section 30.01 Landlord and Tenant Representations and Warranties. Landlord and Tenant each represent and warrant that:

(a) This Lease has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority that would impair such party's ability to perform its obligations under this Lease.

(c) The consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under, any other lease or financing agreement.

Tenant agrees that, if it is not an individual, it shall provide to Landlord, upon Landlord's request, evidence that the execution and delivery of this Lease has been duly authorized by Tenant.

Section 30.02 No Waiver; Cumulative Rights of Landlord. No failure of either party to exercise any power hereunder or to insist upon strict compliance by the other party with its undertakings, duties, and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of such party's right to demand exact compliance with the provisions contained in this Lease. All rights, powers, and privileges conferred herein upon both parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, unless otherwise provided herein.

Section 30.03 Attorneys' Fees. If any action is brought by either party against the other in connection with or arising out of this Lease, the Prevailing Party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action. The term, "**Prevailing Party**" shall include, without limitation, a party that substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

Section 30.04 Provisions Are Binding Upon Successors and Assigns. It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the Term of this Lease. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

Section 30.05 Applicable Law. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Florida.

Section 30.06 Waiver of Jury Trial. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

Section 30.07 Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

Section 30.08 Severability. In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Section 30.09 Time Is of the Essence. All time limits stated in this Lease are of the essence of this Lease. "**Business Day**" shall mean any day that is not a Saturday, Sunday, or a day observed as a holiday by either the State or

the Federal government. Any obligation falling on a day which is not a Business Day shall automatically be extended to the next Business Day.

Section 30.10 No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

Section 30.11 Entire Agreement. The making, execution, and delivery of this Lease by Tenant has not been induced by any representations, statements, covenants, or warranties by Landlord except for those contained in this Lease. This Lease constitutes the full, complete, and entire agreement between and among the parties hereto; no agent, employee, officer, representative, or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Lease. No amendment of this Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Lease.

Section 30.12 Counterparts and Electronic Signatures. This Lease may be executed in counterparts, including electronic or PDF versions, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 30.13 Radon. Notification pursuant to Florida statute 404.056(8): “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 department.”

Section 30.14 Force Majeure. Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the party charged, that party shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same be due to any civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, through act of god or other cause beyond the control of the said party. Whenever either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of a *force majeure* event. Financial inability shall never be deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing. The provisions of this Section shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, and shall not operate to extend the Lease Term.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

City of Winter Park

By: _____

Print Name: _____

Its: _____

TENANT:

Harbert Realty Services, LLC, an Alabama
limited liability company

By: _____

Print Name: _____

Its: _____

EXHIBIT A

THE LAND

To be inserted

EXHIBIT B

BASE RENT SCHEDULE

	Annual Base Rent	Monthly Base Rent Payment
Year 1	\$ 150,000.00	\$ 12,500.00
Year 2	\$ 153,000.00	\$ 12,750.00
Year 3	\$ 156,060.00	\$ 13,005.00
Year 4	\$ 159,181.20	\$ 13,265.10
Year 5	\$ 162,364.82	\$ 13,530.40
Year 6	\$ 165,612.12	\$ 13,801.01
Year 7	\$ 168,924.36	\$ 14,077.03
Year 8	\$ 172,302.85	\$ 14,358.57
Year 9	\$ 175,748.91	\$ 14,645.74
Year 10	\$ 179,263.89	\$ 14,938.66
Year 11	\$ 182,849.16	\$ 15,237.43
Year 12	\$ 186,506.15	\$ 15,542.18
Year 13	\$ 190,236.27	\$ 15,853.02
Year 14	\$ 194,040.99	\$ 16,170.08
Year 15	\$ 197,921.81	\$ 16,493.48
Year 16	\$ 201,880.25	\$ 16,823.35
Year 17	\$ 205,917.86	\$ 17,159.82
Year 18	\$ 210,036.21	\$ 17,503.02
Year 19	\$ 214,236.94	\$ 17,853.08
Year 20	\$ 218,521.68	\$ 18,210.14

In the event of any Renewal Terms, Base Rent shall continue to escalate at a rate of 2% per Lease Year.



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date January 11, 2023
prepared by Michelle del Valle	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

2023 State Legislative Priorities

motion / recommendation

Approve the 2023 State legislative priorities.

background

City staff worked with our State Lobbyist, Gray Robinson, to develop a legislative priority list to be adopted by the City Commission. The list was created based on the Commission's previous CIP and Capital projects needs list discussed in November 2022. Appropriations were recommended based on potential funding success. In addition to funding requests, policy issues are also identified.

alternatives / other considerations

The City Commission may add to or delete from the list.

fiscal impact

ATTACHMENTS:

[2023 State Legislative Priorities DRAFT.docx](#)

DRAFT

City of Winter Park 2023 State Legislative Priorities

Projects/Funding:

- **Appropriation Filed** – Fire Training Facility at Wymore Road site (50/50 match)
- **Appropriation Filed** – Winter Park Stormwater Disaster Resiliency Project at MLK Park (76/24 match)
- **Land and Water Conservation Fund Application (1/31 deadline)** -Mead Garden Natural Habitat Restoration
- Funding for sustainability issues: Solar, electric vehicles, trees, park space, bike trails
- Assist with widening of SR 426 between 17-92 and Pennsylvania Ave.
- Funding for municipal cyber security measures
- Funding to rehab existing affordable housing units and/or funding create new units.

Legislative Matters:

- Expand State Funding of Hurricane Ian and Nicole eligibility to Orange County
- Preserve home rule authority of local planning issues and comprehensive plan in general and specifically related to affordable housing requirements.
- Oppose HB xxx Utility General Fund Transfer
- Dedicated Funding Source for Commuter Rail
- Pension Reform
- Remove statutory requirements for public employers to provide subsidized health, hospitalization and other insurance coverage for retirees (FS 112.0801)

- Oppose Public Service Commission regulation of municipal owned electric utilities
- Oppose negative modifications to CRA regulations

Funding Consideration in Future Years:

- Acquisition of post office property for expansion of Central Park
- Phase II: Improvements to Howell Branch Preserve
- Acquire excess CSX ROW from State including that within Central Park

Consider under Federal Infrastructure Grants:

- Expansion of sewer infrastructure to eliminate septic tanks
- Expansion of reuse water system



City Commission **agenda item**

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date January 11, 2023
prepared by Melissa Meade	approved by
board approval	
strategic objective	

subject

Ordinance - Vacating and abandoning portion of Elvin Avenue right-of-way (1st reading)

motion / recommendation

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

background

The city received a request from the developer of Ravaudage to vacate the portion of Elvin Ave adjacent to 1451 Elvin. As the portion of Elvin as already been vacated as well as Loren Avenue, the city is supportive of this request.

alternatives / other considerations

Not approve Request to Vacate

fiscal impact

No direct financial impact as part of this action.

ATTACHMENTS:

[Elvin Avenue Partial Vacation Ordinance 12-28-2022.doc](#)

ATTACHMENTS:

[Exhibit A to Elvin Ave Vacation Ordinance.pdf](#)

ATTACHMENTS:

[Letter to Don Marcotte, PE](#)

ATTACHMENTS:

[WP electric sign off Elvin 09.10.2022.pdf](#)

ATTACHMENTS:

[Spectrum Elvin Ave.08.17.2022.pdf](#)

ATTACHMENTS:

[WP waste water and water Elvin Ave Vacation Request.Elvin.pdf](#)

ATTACHMENTS:

[TECO sign off 2nd Elvin ave 09.10.2022.pdf](#)

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF THE ELVIN AVENUE RIGHT-OF-WAY, DEDICATED BY HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

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 rights of way no longer needed for public purposes, and the City Commission has made such a determination; and

WHEREAS, the adjacent property owner has requested the right-of-way vacation and abandonment set forth herein and the City has determined that portion of Elvin Avenue right-of-way being vacated and abandoned by this Ordinance is no longer needed by the City of Winter Park.

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

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain portion of the Elvin Avenue right-of-way legally described in that certain legal description and sketch of description attached hereto as **Exhibit "A"**.

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

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

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

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

Phil Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk

SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

EXHIBIT "A"

DESCRIPTION:

A PORTION OF ELVIN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK M, PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 29 EAST, N89°23'36"E, A DISTANCE OF 314.04 FEET; THENCE, DEPARTING SAID SOUTH LINE, S00°36'24"E, A DISTANCE OF 425.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ELVIN AVENUE; SAID POINT BEING THE POINT OF BEGINNING. THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°27'45"E, A DISTANCE OF 118.13 FEET; THENCE, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, S00°32'15"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ELVIN AVENUE; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, N89°27'45"W, A DISTANCE OF 117.70 FEET; THENCE, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, N00°02'30"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING APPROXIMATELY 5,896 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 1, Township 22 S., Range 29 E., Orange County, Florida.
2. Bearings shown hereon are assumed relative to south right-of-way line of Elvin Avenue, bearing N89°27'45"W assumed.
3. This is not a survey.

\\SERVER\Projects\Ravaudage - Phase 3\dwg\ELVIN.dwg

SHEET 1 OF 2

HLSM, LLC

Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
Licensed Business No. 7276

302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647-7346

Survey@HLSM.US

Job No: M-287
Date: 8/18/22
Drawn By: JJR
Scale: 1"=30'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 55625


William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

EXHIBIT "A"

LEGEND:

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY

POC

NW CORNER OF THE
NW 1/4 OF THE NE 1/4 OF
SECTION 1-22-29

N89°23'36"E 314.04'

SOUTH LINE

SOUTHEAST 1/4

SECTION 36-21-29

MONROE AVENUE
(RIGHT-OF-WAY VARIES)

S00°36'24"E 425.25'

HOME ACRES
PLAT BOOK M, PAGE 97

LOT 1
BLOCK P

LOT 16
BLOCK P

POB

S89°27'45"E 118.13'

NORTH R/W LINE

N00°02'30"E 50.00'

ELVIN AVENUE

(50' RIGHT-OF-WAY)

5,896 ± SQUARE FEET

SOUTH R/W LINE

S00°32'15"W 50.00'

N89°27'45"W 117.70'

HOME ACRES
PLAT BOOK M, PAGE 97

LOT 10
BLOCK L

LOT 11
BLOCK L

SHEET 2 OF 2

\\SERVER\Projects\Ravaudage - Phase 3\dwg\ELVIN.dwg



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SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2
FOR SIGNATURE & SEAL

August 22, 2022

Don Marcotte, P.E.
City of Winter Park
1409 Howell Branch Rd.
Winter Park, FL 32789

Dear Don,

I would like to request the city vacate the portion of Elvin Avenue adjacent to 1451 Elvin consistent with our development plan and Annexation Agreement with the City. Letters of "No Objection" are currently being received from the affected public utilities and will be forwarded to you prior to public hearing. This requested right-of-way vacation has no negative impact on access or traffic as the road is currently a dead end (resulting from previous right-of-way vacations of Elvin and Loren Avenues). Please find attached an area map, Sketch and Description of the area requested to be vacated. I appreciate your review of this request and placement on an upcoming public hearing agenda as required by law.

Sincerely,



Daniel B. Bellows

SKETCH OF DESCRIPTION

(THIS IS NOT A SURVEY)

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SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 1, Township 22 S., Range 29 E., Orange County, Florida.
2. Bearings shown hereon are assumed relative to south right-of-way line of Elvin Avenue, bearing N89°27'45"W assumed.
3. This is not a survey.

\\SERVER\Projects\Ravaudage - Phase 3\dwg\ELVIN.dwg

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302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647-7346

Survey@HLSM.US

Job No: M-287
Date: 8/18/22
Drawn By: JJR
Scale: 1"=30'

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STATE OF FLORIDA
William E. Menard
Professional Surveyor & Mapper
Florida Registration #5625

SHEET 1 OF 2

SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

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POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY

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NW CORNER OF THE
NW 1/4 OF THE NE 1/4 OF
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N89°23'36"E 314.04'

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MONROE AVENUE
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PLAT BOOK M, PAGE 97

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BLOCK P

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ELVIN AVENUE

(50' RIGHT-OF-WAY)

5,896 ± SQUARE FEET

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S00°32'15"W 50.00'

N89°27'45"W 117.70'

HOME ACRES
PLAT BOOK M, PAGE 97

LOT 10
BLOCK L

LOT 11
BLOCK L

SHEET 2 OF 2

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City of Winter Park
 401 Park Avenue South
 Winter Park, FL 32789
 407-691-7801
 Attn: Mourad Belfakih

July 21, 2022

Dear Mo,

I am in the process of requesting that the City of Winter Park vacate a portion of ELVIN AVENUE between Lewis Drive and Bennett ave, as shown on the copy of the enclosed tax map highlighted in RED.

The site address is 1451 ELVIN AVENUE and lies within a subdivision found in Plat Book M, Page 97 on the Home Acres Subdivision. In order to have this action heard, I must provide letters of no objection from utility companies who may have utilities within this Rights of way. Please note the remainder of Elvin Avenue to the west has been previously vacated.

Please review your records, complete the form below, and return this letter to me. If you have any questions, please contact DAN BELLOWS at (407) 644-3151.

Sincerely yours,



Daniel B. Bellows
 Sydgan Corporation
 P.O. Box 350
 Winter Park, FL 32790

☒ The subject parcel is not within our jurisdiction. (Electric only)

☐ The subject parcel is within our jurisdiction. We **do/do not** (circle one) have any facilities within the easement/right of way. We have no objection to the vacation.

Additional Comments: No Electrical Facilities, Please check with other Winter Park utilities (water/sewer/water)

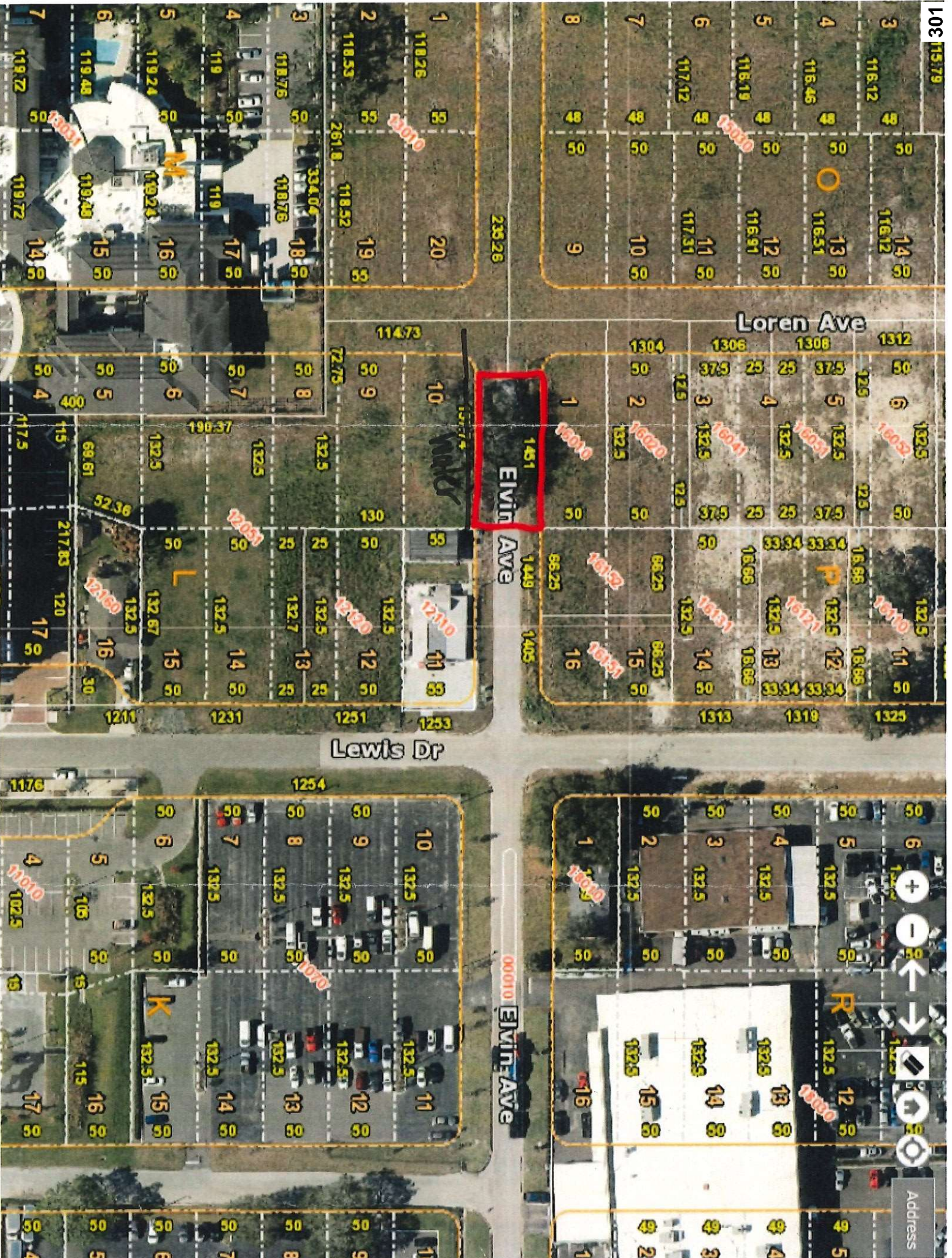
Signature: Mourad Belfakih

Print Name: Mourad Belfakih

Title: Senior Electrical Engineer

Date: 8-31-2022

Phone Number: 407-691-7801



Construction Department
3767 All American Blvd
Orlando Fl. 32810



August 17, 2022

Dan Bellows
Sydgan Corparation
P.O. Box 350
Winter Park, Fl. 32790

Re: Request for a Vacate of a portion Elvin Ave Right of Way
1451 Elvin Avenue

Dear Mr. Bellows:

Charter Spectrum has reviewed your request to vacate this portion of right of way and have no objection to the vacation as shown in this highlight drawing below.



If you need and additional information, please contact me at my office 407-532-8511.

Sincerely,
Tracey Domostoy
Tracey Domostoy
Construction Supervisor
Charter- Spectrum

Cc: w1454@aol.com

City of Winter Park
401 Park Avenue South
Winter Park, FL 32789
407-599-3355
Attn: Jason Reigler

July 21, 2022

Dear Mr. Reigler,

I am in the process of requesting that the City of Winter Park vacate a portion of ELVIN AVENUE between Lewis Drive and Bennett ave, as shown on the copy of the enclosed tax map highlighted in RED.

The site address is 1451 ELVIN AVENUE and lies within a subdivision found in Plat Book M, Page 97 on the Home Acres Subdivision. In order to have this action heard, I must provide letters of no objection from utility companies who may have utilities within this Rights of way. Please note the remainder of Elvin Avenue to the west has been previously vacated.

Please review your records, complete the form below, and return this letter to me. If you have any questions, please contact DAN BELLOWS at (407) 644-3151.

Sincerely yours,


Daniel B. Bellows
Sydgan Corporation
P.O. Box 350
Winter Park, FL 32790

☐ The subject parcel is not within our jurisdiction.

☒ The subject parcel is within our jurisdiction. We do ~~do not~~ (circle one) have ~~any~~ facilities within the easement/right of way. We have no objection to the vacation.

Additional Comments:

City has an existing 2" steel water main within the proposed ROW vacation area. Conditional approval of this request is granted based on the following:

1. City will cut and cap existing water main at the east side of the vacation request area and abandon water main within the vacation request area.
2. Owner is responsible for removal of abandoned water main.

Signature: 

Print Name: Jason Riegler, P.E.

Title: Assistant Director
Water and Wastewater Department

Date: August 29, 2022

Phone Number: 407-599-3355

TECO/Peoples Gas
600 w Robinson
PO Box 2433
Orlando, FL 32802
407-420-6663
Attn: Shawn Winsor

July 21, 2022

Dear Mr/Ms. Winsor,

I am in the process of requesting that the City of Winter Park vacate a portion of ELVIN AVENUE between Lewis Drive and Bennett ave, as shown on the copy of the enclosed tax map highlighted in RED

The site address is 1451 ELVIN AVENUE and lies within a subdivision found in Plat Book M, Page 97 on the Home Acres Subdivision. In order to have this action heard, I must provide letters of no objection from utility companies who may have utilities within this Rights of way. Please note the remainder of Elvin Avenue to the west has been previously vacated.

Please review your records, complete the form below, and return this letter to me. If you have any questions, please contact DAN BELLOWS at (407) 644-3151.

Sincerely yours,


Daniel B. Bellows
Sydgan Corporation
P.O. Box 350
Winter Park, FL 32790

☐ The subject parcel is not within our jurisdiction.

☒ The subject parcel is within our jurisdiction. We do/do not (circle one) have any facilities within the easement/right of way. We have no objection to the vacation.

Additional Comments: Existing 1 1/4" Coated Steel (6m) 22ft
within vacate parcel area (ELVIN Ave)

Signature: 

Print Name: Shawn Winsor

Title: Gas Design Project Manager

Date: 8-24-2022

Phone Number: 407-420-6663

