



**CITY OF WINTER PARK
CITY COMMISSION MEETING
AGENDA
FEBRUARY 26, 2007
COMMISSION CHAMBER
3:30 p.m.**

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

Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located on the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address and direct all remarks to the Commission as a body, and not to individual members of the Commission, staff or audience.

Comments are limited to four (4) minutes. The yellow light indicator will remind you that you have one (1) minute left to sum up. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your City government.

INVOCATION: Father Rob Lord, All Saints Episcopal Church

PLEDGE OF ALLEGIANCE

1. MAYOR'S REPORT:

- a) Recognition of caddy bench donors for the Winter Park Country Club.
- b) Update and thank you from Susan Finnegan regarding holiday lights.
- c) Board appointments:
 - Community Redevelopment Advisory Board (2); (1 regular/1alternate)
 - Economic Development Advisory Board
- d) Discussion regarding the commuter rail community forum on March 7.

2. CITY ATTORNEY'S REPORT:

- a) **Resolution-** Setting forth the City's intent to use the uniform ad valorem method of collection - Special assessment for bricking of a portion of Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue.
- b) **Resolution-** Setting forth the City's intent to use the uniform ad valorem method of collection - Special assessment for bricking of a portion of Holt Avenue from Pennsylvania Avenue to Park Avenue.
- c) **Resolution-** Setting forth the City's intent to use the uniform ad valorem method of collection - Special assessment to fund the construction of certain streetscape improvements to the road, landscaping, sidewalks, street lights, traffic lights, drainage pipes, irrigation and stormwater inlets on a portion of Orange Avenue from U.S. 17-92 to Holt Avenue.
- d) **Resolution-** Relating to the City's interest in the location of a commuter rail stop.
- e) Joint Planning Agreement with the Florida Department of Transportation for funding of \$300,000 to the City for safety improvements of the New England Avenue rail highway grade crossing.

3. CONSENT AGENDA:

- a) Approve the minutes of 1/24/07 and 2/1/07(special meetings); and 2/12/07 (regular meeting).
- b) Approve the following bids and purchases:
 - 1) Extension of WP-3-2006 for Tree Debris Disposal with A Sun State Tree service (Budget: Forestry)
 - 2) PR 131494 to Duval Ford for replacement vehicle for Parks under the Florida Sheriff's contract; \$24,883.00 (Budget: Vehicle Replacement)
 - 3) PR 131495 to Duval Ford for replacement vehicle for Parks under the Florida Sheriff's contract; \$19,662.00 (Budget: Vehicle Replacement)
 - 4) PR 131496 to Cindy Chevrolet for replacement vehicle for Parks under the Florida Sheriff's contract; \$19,587.00 (Budget: Vehicle Replacement)
 - 5) RFP-5-2007, Professional Dry Cleaning Services for Public Safety Personnel, to American Cleaners of Winter Park (Budget: Police/Fire).
 - 6) PR 131554 to Classic Chevrolet for replacement vehicle for Fire Dept. under State Contract # 070-001-07-1; \$31,985.00 (Budget: Vehicle Replacement).
 - 7) Contract extension of WP-5-2005 for Installation of Street Brick Pavers with U.S. Brick and Block Systems (Budget: Public Works)

4. PUBLIC HEARINGS TO BE HELD AT 3:30 P.M. OR AS SOON THEREAFTER:

- a) **ORD** - De-annexing property on Lee Road, Bennett Avenue, Lewis Drive, Benjamin Avenue and Orlando Avenue. (2)
- b) CU-Request of Mr. Peter Bui (Viva Nails and Spa) to approve a nail salon and spa at 316 Park Avenue North. **UNANIMOUSLY DENIED BY THE P&Z WITH A 5-0 VOTE.**
- c) **ORD** - Providing for restrictions for parking vehicles for advertising or selling merchandise. (1)
- d) **ORD** - Annexing 2605 Braden Drive and portion of the Braden Avenue right-of-way lying south. (1)
ORD - Vacating and abandoning the portion of the Braden Avenue right-of-way lying south of 2605 Braden Drive. (1)
- e) **ORD**-Refunding the Water and Sewer Revenue Bonds, Series 2002. (1)
- f) **ORD**-To exclude only first floor open front porches and first floor rear or side screened or open porches from the gross floor area of a dwelling. (1)
- g) Request of the City of Winter Park: **UNANIMOUSLY APPROVED BY THE P&Z WITH A 5-0 VOTE.**
 - **ORD**-To amend the official zoning map to establish General Commercial (C-3) District zoning on properties on Fairbanks Avenue, Kentucky Avenue, Clay Street, Cherry Street, Harold Avenue, Jackson Avenue, Nicolet Avenue and Granada Drive; and to establish Single Family (R-1A) District zoning on properties on Kilshore Lane, pursuant to annexations of these properties effective on June 1, 2003. (1)
 - **ORD**-To revise and modify the list of permitted and conditional uses and to amend and revise the site development standards; and to revise the expiration dates for conditional uses. (1)

5. **CITY MANAGER'S REPORT:**

- a) Lakefront subdivision analysis.
- b) Update on issues related to the Economic Development Advisory Board's letter regarding streetscape improvements to the Fairbanks corridor.

6. **NEW BUSINESS (PUBLIC):** THIS TIME IS INTENDED FOR COMMENTS THAT ARE NEW BUSINESS. COMMENTS ON ISSUES COMING BEFORE THE COMMISSION AT A LATER MEETING SHOULD BE MADE AT THE TIME OF THE SCHEDULED AGENDA ITEM.

7. **NEW BUSINESS (CITY COMMISSION):**

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407 599-3277) at least 48 hours in advance of the meeting."

CITY ATTORNEY'S REPORT

DATE: February 26, 2007

SUBJECT: NOI - Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue

This project is currently being reviewed by the neighborhood but has not been adopted by the neighborhood at this time. This resolution is being heard to enable a special assessment to be able to be placed on the resident's tax bill in November 2007 if approved by the neighborhood under City Policy and this resolution does not bind the City to adopt any special assessment if not approved by the neighborhood. Florida statutes, however, require this resolution be adopted at this time to enable any special assessment for this year's tax bill in November 2007."

STAFF RECOMMENDATION: Approval

THIS ITEM HAS BEEN DISCUSSED WITH/REVIEWED BY OTHER DEPTS. AS FOLLOWS:

<input type="checkbox"/> Finance	<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Public Relations
<input type="checkbox"/> Fire	<input type="checkbox"/> Planning & Community Dev.	<input type="checkbox"/> Public Works
<input type="checkbox"/> ITS	<input type="checkbox"/> Police	<input type="checkbox"/> Purchasing
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Risk Mgmt.	

RESOLUTION NO. 1963-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR THE PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ON A PORTION OF ALBERTA DRIVE, JO-AL-CA AVENUE AND FLETCHER AVENUE AS MORE PARTICULARLY DESCRIBED/INDICATED IN EXHIBIT "A" ATTACHED HERETO, TO FUND CERTAIN PUBLIC IMPROVEMENTS AND MUNICIPAL SERVICES OF THE INSTALLATION OF STREET BRICK ON A PORTION OF ALBERTA DRIVE, JO-AL-CA AVENUE AND FLETCHER AVENUE; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park, Florida, intends to establish street bricking on a portion of Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue, generally described as those properties on a portion of Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue, and impose assessments ("Assessments") against the real property therein to fund the purchase and installation of street brick on a portion of Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue within said above-described boundaries; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City advertised its intent to use the uniform method for collecting the assessments weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the public hearing hold the day hereof; and

WHEREAS, the Property Appraiser, Tax Collector and City of Winter Park have agreed that the time for holding the public hearing and adoption of this resolution can be extended to March 1, 2007, and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City desires to hereby set forth its intent to use the uniform method for collecting the Assessments levied against the real property within the above-described area of Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue, more particularly described/indicated in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City Commission of the City of Winter Park, Florida directs the city clerk to provide copies of the Resolution to the Property Appraiser, Tax Collector and the Florida Department of Revenue on or prior to March 10, 2007;

NOW, THEREFORE, be it resolved by the City Commission of City of Winter Park, Florida as follows:

Section 1. The foregoing “Whereas” clauses are true and correct, are hereby ratified and confirmed by the City Commission, and are incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Winter Park hereby confirms its intent to use the uniform method for collecting the Assessments levied against real property located on Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue, generally described as those properties on Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue, more particularly described/indicated in Exhibit “A”, attached hereto and made a part hereof, all lying within the municipal boundaries of the City of Winter Park, to fund the city’s purchase and installation of street brick on the above-described/indicated portion of Alberta Drive, Jo-Al-Ca Avenue and Fletcher Avenue.

Section 3. The City Commission of the city of Winter Park, Florida hereby directs the city clerk to provide copies of this Resolution to the Property Appraiser, Tax collector and the Florida Department of Revenue on or prior to March 10, 2007, by the United States mail, in accordance with Section 197.3632(3)(a), Florida Statutes.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 26th day of February, 2007.

David C. Strong, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

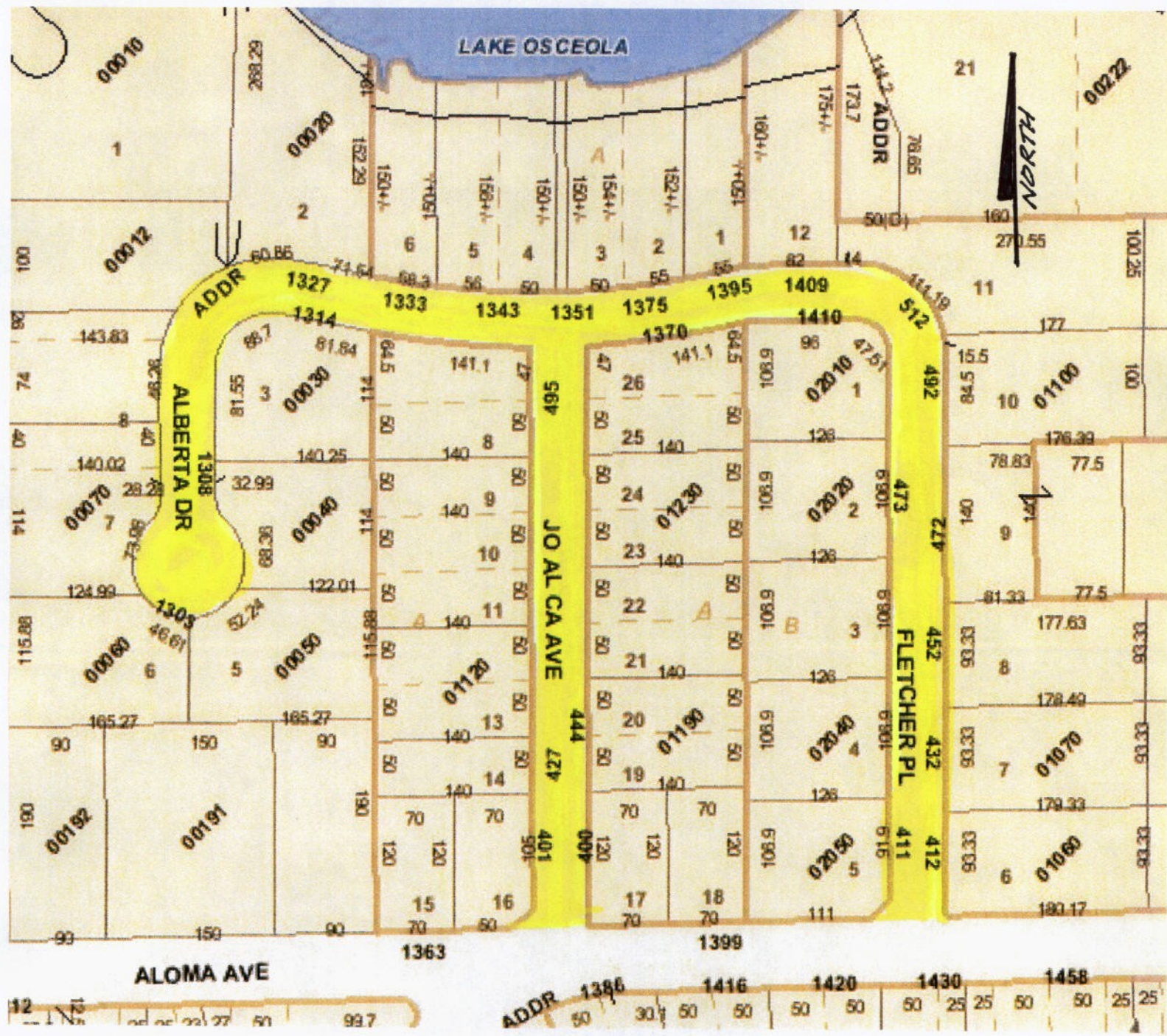


EXHIBIT "A"

CITY ATTORNEY'S REPORT

DATE: February 26, 2007

SUBJECT: NOI - Holt Avenue, from Pennsylvania Avenue to Park Avenue

This project is currently being reviewed by the neighborhood but has not been adopted by the neighborhood at this time. This resolution is being heard to enable a special assessment to be able to be placed on the resident's tax bill in November 2007 if approved by the neighborhood under City Policy and this resolution does not bind the City to adopt any special assessment if not approved by the neighborhood. Florida statutes, however, require this resolution be adopted at this time to enable any special assessment for this year's tax bill in November 2007."

STAFF RECOMMENDATION: Approval

THIS ITEM HAS BEEN DISCUSSED WITH/REVIEWED BY OTHER DEPTS. AS FOLLOWS:

<input type="checkbox"/> Finance	<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Public Relations
<input type="checkbox"/> Fire	<input type="checkbox"/> Planning & Community Dev.	<input type="checkbox"/> Public Works
<input type="checkbox"/> ITS	<input type="checkbox"/> Police	<input type="checkbox"/> Purchasing
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Risk Mgmt.	

RESOLUTION NO. 1964-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR THE PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ON A PORTION OF HOLT AVENUE, FROM PENNSYLVANIA AVENUE TO PARK AVENUE, AS MORE PARTICULARLY DESCRIBED/INDICATED IN EXHIBIT "A" ATTACHED HERETO, TO FUND CERTAIN PUBLIC IMPROVEMENTS AND MUNICIPAL SERVICES OF THE INSTALLATION OF STREET BRICK ON A PORTION OF HOLT AVENUE, FROM PENNSYLVANIA AVENUE TO PARK AVENUE; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park, Florida, intends to establish street bricking on a portion of Holt Avenue, generally described as those properties on a portion of Holt Avenue, from Pennsylvania Avenue to Park Avenue, and impose assessments ("Assessments") against the real property therein to fund the purchase and installation of street brick on a portion of Holt Avenue, from Pennsylvania Avenue to Park Avenue, within said above-described boundaries; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City advertised its intent to use the uniform method for collecting the assessments weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the public hearing hold the day hereof; and

WHEREAS, the Property Appraiser, Tax Collector and City of Winter Park have agreed that the time for holding the public hearing and adoption of this resolution can be extended to March 1, 2007, and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City desires to hereby set forth its intent to use the uniform method for collecting the Assessments levied against the real property within the above-described area of Holt Avenue, from Pennsylvania Avenue to Park Avenue, more particularly described/indicated in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City Commission of the City of Winter Park, Florida directs the city clerk to provide copies of the Resolution to the Property Appraiser, Tax Collector and the Florida Department of Revenue on or prior to March 10, 2007;

NOW, THEREFORE, be it resolved by the City Commission of City of Winter Park, Florida as follows:

Section 1. The foregoing “Whereas” clauses are true and correct, are hereby ratified and confirmed by the City Commission, and are incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Winter Park hereby confirms its intent to use the uniform method for collecting the Assessments levied against real property located on Holt Avenue, from Pennsylvania Avenue to Park Avenue, generally described as those properties on Holt Avenue, from Pennsylvania Avenue to Park Avenue, more particularly described/indicated in Exhibit “A”, attached hereto and made a part hereof, all lying within the municipal boundaries of the City of Winter Park, to fund the city’s purchase and installation of street brick on the above-described/indicated portion of Holt Avenue, from Pennsylvania Avenue to Park Avenue.

Section 3. The City Commission of the city of Winter Park, Florida hereby directs the city clerk to provide copies of this Resolution to the Property Appraiser, Tax collector and the Florida Department of Revenue on or prior to March 10, 2007, by the United States mail, in accordance with Section 197.3632(3)(a), Florida Statutes.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 26th day of February, 2007.

David C. Strong, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk



EXHIBIT "A"

RESOLUTION NO. 1965-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT TO FUND THE CONSTRUCTION OF CERTAIN STREETScape IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS TO THE ROAD, LANDSCAPING, SIDEWALKS, STREET LIGHTS, TRAFFIC LIGHTS, DRAINAGE PIPES, IRRIGATION AND STORMWATER INLETS (COLLECTIVELY, THE "IMPROVEMENTS") ON A PORTION OF ORANGE AVENUE, FROM U.S. ROUTE 17/92 TO HOLT AVENUE AND THE COSTS ASSOCIATED THEREWITH AS MAY BE PROVIDED IN ACCORDANCE WITH CHAPTER 170, FLORIDA STATUTES, LEVIED AGAINST THE PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF ALL LOTS AND LANDS ADJOINING AND CONTIGUOUS OR BOUNDING AND ABUTTING UPON SUCH IMPROVEMENTS ON A PORTION OF ORANGE AVENUE, FROM U.S. ROUTE 17/92 TO HOLT AVENUE, OR SPECIALLY BENEFITED THEREBY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park, Florida, intends to construct certain streetscape improvements, including, without limitation, improvements to the road, landscaping, sidewalks, street lights, traffic lights, drainage pipes, irrigation and stormwater inlets (collectively, the "Improvements") on a portion of Orange Avenue, generally described that portion of Orange Avenue between U.S. Route 17/92 and Holt Avenue, and impose assessments ("Assessments") against all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements on the portion of Orange Avenue, from U.S. Route 17/92 to Holt Avenue, or specially benefited thereby, to fund the Improvements on the portion of Orange Avenue within said above-described boundaries and the costs associated therewith as may be provided in Chapter 170, Florida Statutes; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City has advertised its intent to use the uniform method for collecting the assessments weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the public hearing held the day hereof; and

WHEREAS, the Property Appraiser, Tax Collector and City of Winter Park have agreed that the time for holding the public hearing and adoption of this resolution can be extended to March 1, 2007; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City desires to hereby set forth its intent to use the uniform method for collecting the Assessments levied against all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements within the above-described area of Orange Avenue, more particularly described in **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the City Commission of the City of Winter Park, Florida directs the City Clerk to provide copies of the Resolution to the Property Appraiser, Tax Collector and the Florida Department of Revenue on or prior to March 10, 2007.

NOW, THEREFORE, be it resolved by the City Commission of City of Winter Park, Florida as follows:

Section 1. The foregoing “Whereas” clauses are true and correct, are hereby ratified and confirmed by the City Commission, and are incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Winter Park hereby confirms its intent to use the uniform method for collecting the Assessments levied against real property located on Orange Avenue, generally described as all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements on Orange Avenue, from U.S. Route 17/92 to Holt Avenue, more particularly described in **Exhibit “A”**, attached hereto and made a part hereof, all lying within the municipal boundaries of the City of Winter Park, to fund the Improvements on the above-described portion of Orange Avenue and the costs associated therewith as may be provided in Chapter 170, Florida Statutes.

Section 3. The City Commission of the City of Winter Park, Florida hereby directs the City Clerk to provide copies of this Resolution to the Property Appraiser, Tax Collector and the Florida Department of Revenue on or prior to March 10, 2007, by the United States mail, in accordance with Section 197.3632(3)(a), Florida Statutes.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

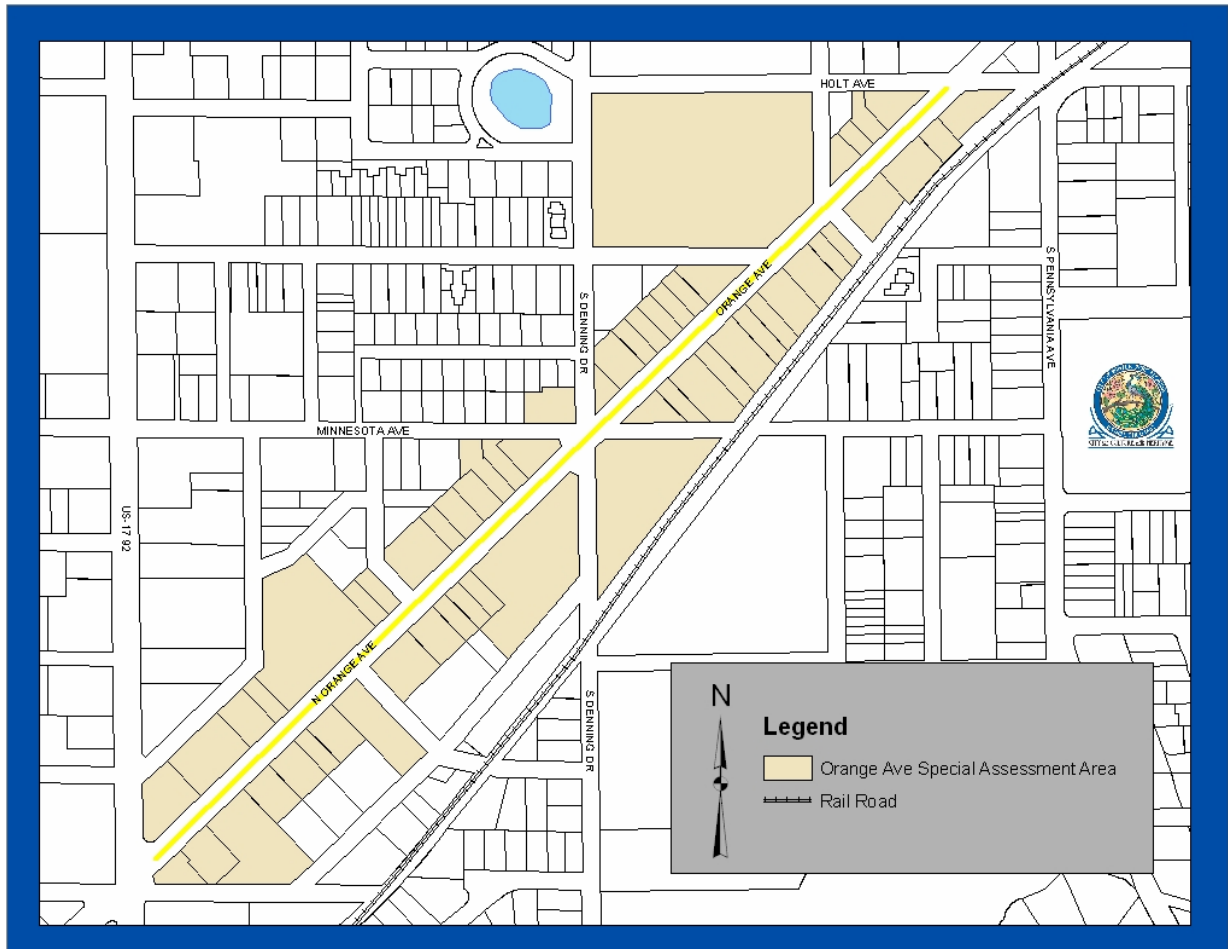
Section 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 26th day of February, 2007.

David C. Strong, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

EXHIBIT “A”



RESOLUTION NO. 1966-07

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA, RELATING TO THE CITY'S
INTEREST IN THE LOCATION OF A COMMUTER RAIL STOP
IN THE CITY OF WINTER PARK; PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City Commission of the City of Winter Park has been informed that the State of Florida is to acquire the 61.5 miles of railroad right-of-way of which approximately 2 miles exist within the Winter Park City Limits, which currently belongs to CSX Transportation or its affiliate; and

WHEREAS, the City Commission is informed that the Florida Department of Transportation, in connection or cooperation with Orange County and other governmental entities, intends to establish a commuter rail transportation system within said right-of-way; and

WHEREAS, Orange County, through its authorized representatives, has requested that the City provide it, before the end of February, 2007, with an indication of the City's interest in having a commuter rail stop at which the commuter rail passenger cars may stop in the City; and

WHEREAS, Orange County, unlike Osceola County, Seminole County, and Volusia County, apparently intends to require that municipalities within Orange County which have commuter rail stops must pay for costs related to the commuter rail system beginning in the year 2017; and

WHEREAS, Orange County has currently agreed that the costs to be assumed or paid by the City beginning in the year 2017, typically referred to as "operations and maintenance" costs, will be shared thirty percent (30%) by Orange County and seventy percent (70%) by the City; and

WHEREAS, many people believe that a dedicated funding source for operations and maintenance costs will be identified and established or dedicated before 2017; and

WHEREAS, the City Commission feels that it is unfair and unjust for Orange County to seek to have the City "pay twice" for operations and maintenance, by having its citizens pay not only as taxpayers in the County, but then again as taxpayers in the City; and

WHEREAS, the City has scheduled referenda on two ballot questions for the general election to be held March 13, 2007, at which time the electors of the City will be asked to vote on questions related to the potential location of a commuter rail station within the Central Business District, and related to the expenditure of City funds for a commuter rail station; and

WHEREAS, the City Commission is constrained, even in advance of the referenda, to make a response to Orange County so that the commuter rail planning process can move forward, to avoid the possibility of losing the chance to have a commuter rail stop in the City, regardless of the outcome of the referenda; and

WHEREAS, the City Commission has appointed a Commuter Rail Task Force of citizens who have evaluated various aspects of commuter rail and the potential commuter rail stop in the City over the course of over six months, and the Commuter Rail Task Force has reported to the City Commission that it voted 10-2 in favor of the location of a commuter rail stop in the City; and

WHEREAS, the City Commission has also received information from a third-party professional surveying organization indicating that a substantial majority of the polled citizens of the City are in favor of a commuter rail stop in the City;

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida as follows:

Section 1. That the City should pursue the location of a commuter rail stop within the City, subject to the City's ability to opt out of payment of operations and maintenance costs at some future time, and further subject to the outcome of the commuter rail referenda scheduled for March 13, 2007.

Section 2. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park, Florida on this 26th day of February, 2007.

David C. Strong, Mayor

Attest:

Cynthia S. Bonham, City Clerk

CITY ATTORNEY'S REPORT

DATE: February 26, 2007

SUBJECT: JPA Between FDOT and City to Upgrade New England Avenue
Railroad Crossing.

See attached agreement.

STAFF RECOMMENDATION: Staff recommends signing the agreement.

THIS ITEM HAS BEEN DISCUSSED WITH/REVIEWED BY OTHER DEPTS. AS FOLLOWS:

<input type="checkbox"/> Finance	<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Public Relations
<input type="checkbox"/> Fire	<input type="checkbox"/> Planning & Community Dev.	<input type="checkbox"/> Public Works
<input type="checkbox"/> ITS	<input type="checkbox"/> Police	<input type="checkbox"/> Purchasing
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Risk Mgmt.	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
09/06
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Financial Project No.: 416613-1-94-01 (item-segment-phase-sequence)	Fund: DS Function: 215 Federal No.: N/A DUNS No.: N/A	FLAIR Approp.: 088809 FLAIR Obj.: 134007 Org. Code: 55300110941 Vendor No.: 596000454-017
Contract No.: A0068 CFDA Number: N/A	CSFA Number: N/A	

THIS AGREEMENT, made and entered into this _____ day of _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Winter Park
401 Park Avenue South, Winter Park, Fla. 32789-4386
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before 9/1/08 and this Agreement will expire unless a time extension is provided
in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including
the implementation of an integrated and balanced transportation system and is authorized under
341.302(5)
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree
as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Lump Sum Funding in the amount of \$300,000.00 to the City of Winter Park for safety improvements of New England Ave
(622161N) rail highway grade crossing. New gates and electrical circuitry upgrade will be added.

and as further described in Exhibit(s) A, B, D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ \$300,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$300,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☒ is ☐ is not applicable. If applicable, 10% percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.621 of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

FDOT Central Rail Office, 605 Suwannee St., MS #25 ,Tallahassee, Fla.

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.621 of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

FDOT Central Rail Office, 605 Suwannee St., MS #25 ,Tallahassee, Fla.

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

FDOT Central Rail Office, 605 Suwannee St., MS #25 ,Tallahassee, Fla.

3. Copies of financial reporting packages required by Section 7.622 of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:
FDOT Central Rail Office, 605 Suwannee St., MS #25, Tallahassee, Fla.
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.623 of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:
FDOT Central Rail Office, 605 Suwannee St., MS #25, Tallahassee, Fla.
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Central Public Transportation Office 605 Suwannee Street, Ms #25, Tallahassee, FL, 32399-0450 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 9/1/08. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Gary M. Fitzpatrick, Admin Rail Operations. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

Financial Project No. 416613-1-94-01

Contract No. A0068

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

City of Winter Park
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

X _____
SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

X *[Signature]* 1-16-07
LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

State Public Transportation and Modal Admin.
TITLE

FINANCIAL PROJECT NO. 416613-1-94-01

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and referenced by the above Financial Project Number.

PROJECT LOCATION: City of Winter Park, Fla., New England Ave. rail-highway grade crossing.

PROJECT DESCRIPTION: Safety improvements to rail-highway grade crossing at New England Ave (622161N). New gates and electrical circuitry upgrade will be added.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Lump sum payment to be made at completion of project upon satisfaction of Departments Project Manager.

FINANCIAL PROJECT NO. 416613-1-94-01

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Winter Park, Fla. referenced by the above Financial Project Number.

I. PROJECT COST: \$ 300,000.00

TOTAL PROJECT COST: \$ 300,000.00

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA (%) or \$

Agency Participation
In-Kind (%) \$
Cash (%) \$
Other (%) \$

Maximum Department Participation,
Primary
(DS)(DDR)(DIM)(PORT) (%) or \$ 300,000.00
Federal Reimbursable (DU)(FRA)(DFTA) (%) or \$
Local Reimbursable (DL) (%) or \$

TOTAL PROJECT COST \$ 300,000.00

Exhibit D

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

**CITY OF WINTER PARK
CITY COMMISSION SPECIAL MEETING MINUTES
JANUARY 24, 2007**

The meeting of the Winter Park City Commission was called to order by Mayor David Strong at 2:00 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Members present:

Mayor David Strong
Commissioner Douglas Metcalf
Commissioner Barbara DeVane
Commissioner John Eckbert

Also present:

City Manager James Williams
City Clerk Cynthia Bonham

Members absent:

Commissioner Douglas Storer

Mayor Strong stated we have been served with a lawsuit by the Carlisle developer and asked the Attorney to advise the Commission. Attorney Cheek requested a shade meeting be scheduled. He cautioned the Commission not to say anything that would become part of the public record because of the lawsuit filed against the City by the developer.

Mayor Strong addressed the direct mail piece. Attorney Cheek stated the lawsuit could not be discussed in the mail piece. Mayor Strong stated the public should be notified of the lawsuit but no other verbiage should be included. Commissioners provided their comments regarding the mail piece and how they believed it should be modified.

Motion made by Commissioner Devane to schedule the shade meeting and discontinue discussion of the Carlisle until the shade meeting occurs, seconded by Commissioner Eckbert. Upon a roll call Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 4-0 vote.

City Manager Williams stated that he spoke to Commissioner Storer before the meeting who wanted the Commission to know that he was opposed to a mailer being sent out.

No public comments were made. City Attorney Cheek commented on the restrictions of who could attend the shade meeting. The shade meeting was scheduled for Thursday, January 25, 2007 at 3:00 p.m. at the Winter Park Country Club.

Mayor Strong adjourned the meeting at 2:27 p.m.

David C. Strong, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

**CITY OF WINTER PARK
CITY COMMISSION SPECIAL MEETING MINUTES
FEBRUARY 1, 2007**

The meeting of the Winter Park City Commission was called to order by Mayor David Strong at 9:30 a.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Members present:

Mayor David Strong
Commissioner Douglas Metcalf
Commissioner John Eckbert

Also present:

City Manager James Williams
City Clerk Cynthia Bonham

Members absent:

Commissioner Douglas Storer
Commissioner Barbara DeVane

Discuss the commuter rail ballot language

Attorney Cheek explained the status of this issue that we have already adopted ballot language so no further action is required if that ballot language remains unchanged. He addressed his understanding that it was decided to meet today to review the language to verify whether there are any changes the Commission believed was appropriate. He provided options of ballot language based on comments made at the Commission meeting and that the concepts have not changed much but the way the questions read are slightly different.

Mayor Strong stated they have to adopt ballot language today to accommodate the elections office and to move forward with ballot printing. He also stated that provided we address the issues in the citizen's initiative, the language does not need to follow that exactly. Attorney Cheek stated the ordinances requiring a referendum are in place and only if the City proposes to do something that would require a citizen vote do you have to have a referendum. He also provided copies of what the ordinances adopted based on the citizen's initiative requiring referendum and addressed portions of those ordinances concerning when a referendum is required. He further spoke concerning the task force findings who did not specify a specific location for the stop/station or if the City should expend funds for commuter rail and provided his opinion as to what the task force reported and what he believed they meant. He addressed the issue whether DOT is proposing to use City property. It was clarified that the City does not control the CSX right-of-way.

City Engineer Don Marcotte presented the original proposed drawing from DOT showing the tracks and where the platform would be located, the current Amtrak station, the pedestrian crossings, and vehicular movement. He stated that the consultant engineer indicated he wanted to move the tracks closer together and put the platform on both sides of the tracks which would require moving the easternmost track towards the west so the track closest to the park would be moving away from the park approximately 11' and a platform would be installed in the location where the track was removed that would be 12'-15' wide. He stated they have to modify the platform on the Amtrak side to accommodate commuter rail. Attorney Cheek asked if there be some construction modifications/renovations of what is currently there on the west side of the tracks. Mr.

Marcotte confirmed this and that the platform currently there is pretty much in CSX right-of-way but the station is on City property. There was further discussion regarding the placement of the platform and tracks and the location of the CSX right-of-way and what can be built within the right-of-way.

Mayor Strong stated it is a fair assumption that DOT can build everything within their right-of-way. Mr. Marcotte affirmed that from all indications as the task force that they can build everything within the right-of-way. There was an agreement between the Commissioners that they do not have to address this in a referendum right now because there is no indication that they will not be within their right-of-way. Mayor Strong stated it is clear that the issue is whether or not the City has a referendum for spending money for this and did not believe the first issue is an issue and needs to be addressed in a referendum based on their assumption concerning the right-of-way and if it turns out to be false, they would have to have a referendum and will need one if they recommend a new train station which is for a future date. He stated we need to focus today concerning the expenditure of funds for the ballot. There was further discussion regarding the three questions that were already adopted at the January 29 Commission meeting and whether all the questions needs to be asked. Also discussed was how the ballot questions should read as Commissioners offered their opinions. The need to focus on the language required by the citizens initiative was addressed as well as the third question already approved regarding operation and maintenance costs.

Commuter Rail Task Force members were present to speak.

Joe Terranova, task force official spokesman, spoke about their extensive deliberations concerning this issue. He stated the staff and DOT were very helpful and answered numerous questions they had. He stated the task force had overwhelming support for a stop in Winter Park with a 12-2 vote. He stated they did not put a location in their recommendation as to where the stop should be because they were not asked to make a recommendation on that. He stated if you read the report, it is quite obvious that the preferred stop is the current location at the Amtrak station. He stated they provided a thorough analysis of possible other locations where a stop could be but most of them had problems, some technical with being able to meet the DOT requirements for the stop and in terms that land would have to be purchased and would trigger an environmental review.

He stated on the last day of their meetings, another proposal came forward by their Chairman which they looked at but could not go into depth because they did not have advanced information on it. He stated are going to review this stop and compare it with the current stop at their meeting on Tuesday at noon. He stated an engineer representative from DOT will be there to address the technical issues and staff is gathering pros and cons.

He further elaborated on issues the task force felt were important to review in terms of the viability of a stop at the railroad station. He stated they looked at the cost,; the construction cost is pretty much taken care by Congressman Mica for a grant but the City has to provide a maximum of \$300,000 (10%) which is a small amount when considering the overall benefit to the City. He stated they felt the construction cost was

not a big problem. He stated they next spent a lot of time going over the operating cost and what impact it would have on the City. He stated the DOT information was termed a worse case scenario from their perspective and they stated what it would cost in the year 2017 rather than now. He stated he believed the true costs will not be the estimated cost and the question is how to deal with the operation costs. He stated the task force felt the economic benefits far exceed cost of operating. Most of those benefits would take place in the CRA and is not authorized to pay the operating cost right now. He stated they also believed that the operating costs should be regional costs and should not be paid by the City. He stated that Orange County is the only county in four counties that decided to charge the various cities for the operating and maintenance costs. He stated that Orange County did agree to reduce Winter Park's share by 30% and he proposed to the task force which is not in the report, a suggestion that in negotiating with Orange County the City should do all they can to get Orange County to pay the operating cost as a regional cost. If they cannot get them to agree, he suggested to insert a clause in the agreement that in the event that Orange County is unable to come up with a dedicated funding source by 2017 that Winter Park would have the option to opt out of the agreement. He believed that was the fair way to handle the operating expenses.

He stated they also reviewed the impact of traffic. He stated there is an amount set aside in the monies provided by Congressman Mica up to \$418,000 that can be used for a traffic study to determine the traffic flow and how the station could be configured to handle the flow. He spoke about the current buses on New York Avenue and included in the commuter rail overall program, is money for Lynx to purchase additional buses so the headways can be increased from one hour to half hour to be consistent with the arrivals and departures of commuter rail. He also addressed another bus on Denning Drive that could be diverted to the station. He stated there is nothing in the plan to handle traffic to the east.

Mr. Terranova then addressed security. He asked Chief Ball to look at this at other stops in comparable cities which is a part of the report and was inconclusive. He stated he believed that the crime reported was related to the crime already existing around the area. He spoke about security devices that could be installed at the station. He stated their overall conclusion is that security is not a problem. He concluded that the task force strongly supports a station and that there was a great leading of the task force toward the Amtrak station location.

Robert Klingler, task force member, stated that the task force recommended a stop, not a station and if Central Park is chosen as the location the stop is within the footprint area already being used for the railway and would provide additional land that could be used as parkland. He stated if there is to be a station, this is a separate question to be determined later after knowing what it will really cost to do the stop. He stated DOT has estimated to do a brand new stop is \$2.5 million starting from scratch; of the Mica money being provided, there should be an additional \$1.5 million available that could be used to beautify the park area or the station. He stated the only question is whether there should be a stop which is what the task force recommended and as a stop and not going onto City land. He also asked that the referendum question be as a single question because he believed the two questions is inviting a yes and a no vote.

Lennon Moore, task force member, stated they looked at other locations besides Central Park but there was confusion concerning a recommendation whether or not there would be a stop in Winter Park. She stated the location of the potential stop/station was not part of their initial charge but they included an appendix in the report that outlines what they reviewed. She stated this was provided to the task force based on the cost factor alone they leaned towards the stop being at the Central Park location.

Diedre McNab, task force member, stated there was some confusion as to what the charge for the task force was in the beginning. They stated they interpreted their charge to be to look at the pros and cons for a stop in Winter Park and to make a recommendation. She stated they explored other locations but there was a reluctance on the task force to recommend a location for a stop/station because did not feel that was part of their charge. She commented they made two recommendations; whether to stop in Winter Park even though they did not recommend the location of the stop; and recommended the usage of some monies to renovate the Amtrak station in the style of a historic building that would be more in keeping with the Winter Park tradition. She stated Congressman Mica's office stated the \$3 million from their office needs to be spent on uses related to a multi-modal network. She stated she also asked DOT if Winter Park selected a different location for the stop other than the current Amtrak station, if the current station could be moved so there would only be one stop. She was informed by DOT that if it is not at the Amtrak station, it would remain and there would be two stops in Winter Park.

Mayor Strong expressed his concern with not knowing the traffic impact, if any, at this time. He asked what Congressman Mica wants the City to do to get the money because if DOT fits the entire stop into the right-of-way, the City does not have to do anything. Commissioner Metcalf spoke about the requirement that this needs to be multi modal, he believed we meet the requirements of Congressman Mica, and they are looking for the Commission to make an affirmative statement that the Winter Park leadership wants a stop in Winter Park and to be part of that system. Commissioner Eckbert spoke about who is responsible for paying for a station. Commissioner Metcalf stated the \$3 million is already down to the state level waiting for Winter Park to commit to commuter rail. Other questions were asked and discussed by the City Commission.

Bill Shallcross, 1450 Bonnie Burn Circle, and a member of the petitioner's committee but speaking for himself and not the committee, asked about the funds being provided by Congressman Mica. Commissioner Metcalf responded. He asked if the CSX agreement has been signed. He spoke about the citizen's initiative and his understanding that the Commission had no choice but to place it on a ballot. Attorney Cheek responded. He voiced his preference of having a single referendum whether or not to have commuter rail stop.

Sally Flynn, 1400 Highland Road, asked for clarification on the issue and commented she did not see how both issues can be combined on one referendum.

Michael Dick, 823 Granville Drive, and member of petitioner's committee, apologized for making this issue confused. He stated their mission was to allow the citizen's to vote on commuter rail. He addressed the need for two questions on the ballot.

Carolyn Cooper, 1047 McKean Circle, addressed her concerns with the numbers she believed were soft. She spoke about the City being in a position to negotiate with Orange County. She asked that the Commission not vote to accept this cost to the City and was against accepting the operation and maintenance costs.

Diedre McNab, 1860 Summerland Avenue, spoke about her preference of a stop in Winter Park. She spoke about the referendums and the complexity of the issue. She asked to eliminate question #3.

Patricia Greenstein, 2348 Summerfield Road, asked that the O&M cost remain as a ballot question because of the lack of specific facts and cost figures.

Joe Terranova, 700 Melrose Avenue, addressed the need to look at the vision for Winter Park and not to lose this opportunity for the City. He agreed that the operation and maintenance costs need to be negotiated with Orange County and if they will not pay all, then have the option to opt out.

Robert Klingler (did not provide address) spoke about information from City staff regarding the financial issues and the question that should be asked "do you want us to expend money that will generate more money and possibly reduce your taxes or provide more services?" He stated if the stop is not approved at this time, Winter Park will never have a stop here.

Mayor Strong asked Attorney Cheek about the question in the O&M that requires the ordinance be put to a referendum on section 1A. Attorney Cheek stated in his opinion this relates to the structure and the O&M is a separate issue that is not required under this ordinance. He asked Attorney Cheek if this O&M issue needed to be put to the public, Attorney Cheek said no.

Commissioner Eckbert stated that this is very important to him and for the City Of Winter Park. He thanked the Task Force for coming to the meeting and making themselves available to the Commission. He stated that the language of #1 and #2 should not be changed, and he would like to see it stay exactly as is and item #3 be removed on the ballot for March. In regards to the O&M, his conclusion was that there should be no referendum and he explained the reasons why.

Motion made by Commissioner Eckbert that #1 and #2 remain the same and remove #3 from the ballot in March, seconded by Commissioner Metcalf.

Commissioner Metcalf stated he would still like to see thumbs up or down vote on the concept of commuter rail. He thought this would track more closely what the citizens responded to in the survey. He stated he did not believe they will ever pay O&M costs as a City Of Winter Park and it will become a county wide issue. He stated that he endorsed #1 and #2 and recommended they do not make this any more complicated than necessary.

Mayor Strong wanted to address the O&M issue now. He stated that the survey suggests that 75% of people will support this whether the City pays the O&M costs or if

someone else pays for this. He believed that placing this for a vote strengthens their position to resolve this before the vote is taken with Orange County. Mayor Strong believed the threat of a no vote would give them leverage with Orange County. He explained that it was their responsibility to give the voters the opportunity to decide if this was money well spent. Mayor Strong stated that he was willing to live with what the motion says but did not feel that it addressed the most important issue which was if they wanted to spend the money to have a commuter rail station, yes or no.

Commissioner Metcalf stated that we have ten years to negotiate this and we could sign the clause that the task force recommended that the City could opt out in 2017. He explained that they were talking about six stations that will expand South through more of Orange County, then Poinciana, with all of the additional legs that people will decide on over the next few years. He stated that eventually they will realize the complexity of trying to pay for this on city by city basis. Commissioner Metcalf believed ultimately their method of paying for this will be some increment of the general operating funds that they presently receive or having some additional mileage that will take care of the train and links as well. He addressed that they will need to resolve this on a County and Regional wide basis. Commissioner Metcalf stated they have plenty of time to do this and their negotiating power/leverage will be stronger by becoming a part of the solution rather than a problem. He explained that the city will become a problem if it becomes a no vote and he wants to engage Metroplan and others to come up with a solution.

Attorney Cheek asked if their motion was as needed for a resolution to amend ordinance 2696-07 to include #1 and #2 and eliminate section #3, or otherwise as might be needed to appropriately carry out the purposes expressed. **Motion made by Commissioner Eckbert to include #1 and #2 and eliminate section #3, seconded by Commissioner Metcalf. Upon a roll call vote, Commissioners Eckbert and Metcalf voted yes. Mayor Strong voted no. The motion carried with a 2-1 vote. Commissioner Storer and DeVane were absent.**

Mayor Strong commented that someone made a suggestion that there should be educational forums sponsored by the City between now and Election Day to discuss, present or debate. Commissioner Eckbert agreed that this would be helpful and suggested the Good Government Group sponsor these forums. Mayor Strong concurred.

Commissioner Eckbert stated that he would be interested in the City considering taking action on task force recommendations either before or in the mist of the referendum. He also wanted to review what Orange County is asking the City to sign and have the City Attorney review that document with the Commission. Mayor Strong stated that he was not aware of any document and he believed that they have not reached that point yet. City Engineer Don Marcotte explained that in March the County's are signing agreements with the State and wants a level of comfort with Winter Park being on board by then.

Commissioner Eckbert would like to know what type of form of feed back they are conveying to Orange County and what kind of guidance they can provide them. He

commented that he would like us to be working on whatever type form of feed back this maybe and begin soliciting it and decide what kind of edits need to be made to it.

Commissioner Metcalf commented on the Commission making a motion to the citizens to approve it (like the power company motion) and in doing so they maybe putting the pressure on the County to deal with the O&M issue. He would like the County to have more of a visionary plan for what they want to do with transportation and traffic and he thinks they will do this when they understand that this is an important issue for individual cities. Mayor Strong stated that this was a suggestion they should discuss with the Commission endorsement or proposal and he would like it to be on the next agenda.

He asked Don Marcotte between now and then to contact Orange County and ask them what they are looking for, do they have an agreement and what do they expect from the City Of Winter Park. Mayor Strong believed that if they had these answers this would help guide them between now and the next meeting. Commissioner Eckbert commented that it was a reasonable approach and when they do that, he suggested it was worth having a majority report from the task force at the time when the City Commission is considering whether to adopt the recommendation or not. Mayor Strong stated they have the majority report and the only thing they do not have is a location. Mayor Strong addressed that this should be on the next agenda as the Commissions consideration of adopting the task force recommendation and it should be phrased in those terms for the February 12, 2007 agenda.

Don Marcotte stated he would contact Orange County and find out the issues discussed and bring this up at the next task force meeting. Mr. Marcotte mentioned a T.O.D (Transit Oriented Development) workshop on February 12, 2007 @ 9:00 a.m. in Winter Park and anyone was welcome.

Mayor Strong adjourned the meeting at 11:42 a.m.

Mayor David C. Strong

ATTEST:

Cynthia S. Bonham, City Clerk

**CITY OF WINTER PARK
REGULAR MEETING OF THE CITY COMMISSION
February 12, 2007**

The meeting of the Winter Park City Commission was called to order by Mayor David Strong at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was offered by Reverend Charles Gentry, Aloma Baptist Church, followed by the Pledge of Allegiance.

Members present:

Mayor David Strong
Commissioner John Eckbert
Commissioner Douglas Metcalf

Also present:

City Attorney Trippe Cheek
City Manager James Williams
City Clerk Cynthia Bonham

Members absent:

Commissioner Douglas Storer
Commissioner Barbara DeVane

MAYOR'S REPORT:

- a) Presentation by the Chamber of Commerce to Winter Park schools of the funds raised by Leadership Winter Park from the annual pancake breakfast.

Debbie Hendrickson, Winter Park Chamber of Commerce presented checks to Winter Park schools from the funds raised by Leadership Winter Park from their annual pancake breakfast. The City of Winter Park, Audubon Elementary School, Brookshire Elementary School, Aloma Elementary School, Killarney Elementary School, Dommerich Elementary School and Lakemont Elementary School all received checks.

- b) Approve the final strategic plan.

North Highland representative Bob Hiltz, presented the Final Strategic Plan as discussed at the strategic planning session on January 25. Commissioner Metcalf suggested wording changes. Mayor Strong asked Communications Acting Director Craig O'Neil to post this on the website with the changes along with the road map. There was a consensus to approve the plan.

Non-agenda item

Mayor Strong addressed the Council of Mayor's report. He stated the Council of Mayors felt it should support the increase in homestead exemption, but subject to local option. He explained that each municipality would have the local option to adopt the increase in homestead exemption; and that the homestead exemption would be phased in over the next few years.

Commissioner Metcalf asked about portability. Mayor Strong stated that Orange County and the City of Orlando felt that portability did not affect them but they did feel that the 3% cap on non-residential, non-homestead affected them greatly. He stated they were insistent that the 3% cap on non-residential property be strongly objected and that was a part of the resolution.

Commissioner Metcalf asked if Orange County Property Appraiser Bill Donegan provided data on what portability means. Mayor Strong said he did not and believed no one really knows the

meaning. Mayor Strong suggested scheduling Mr. Donegan on February 26 at 2:30 to explain portability and asked staff to contact him to see if he is available then. Commissioner Metcalf asked City Manager Jim Williams to find out from Mr. Donegan if he has data on intra-city or inter-city movement within the City and based on that data give the Commission some idea of what portability will do to Winter Park.

CITY ATTORNEY'S REPORT:

Attorney Cheek had nothing to report.

CONSENT AGENDA:

- a) Approve the minutes of 1/16/07 and 1/29/07.
- b) Approve the following purchase order and bid:
 - 1) PR 131211 to Maroone Chevrolet for a new dump truck, purchased off the Florida Sheriff's Contract; \$59,599.00 (Budget: Vehicle Replacement)
 - 2) Contract extension for RFP-2-2005, Various Print Jobs to Mercury Printers and Printing Ideas by M.E., Inc. (Budget: Communications)

Motion made by Commissioner Eckbert to approve the Consent Agenda; seconded by Commissioner Metcalf and carried unanimously with a 3-0 vote. Commissioners Storer and DeVane were absent.

PUBLIC HEARINGS:

- a) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, CORPORATE LIMITS DESCRIBED," SO AS TO DE-ANNEX PROPERTIES ON LEE ROAD, BENNETT AVENUE, LEWIS DRIVE, BENJAMIN AVENUE AND ORLANDO AVENUE, SUBJECT TO A DEANNEXATION AGREEMENT, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

This item was postponed until February 26, 2007.

- b) ORDINANCE NO. 2700-07: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO ABANDONMENT OF A RIGHT-OF-WAY; ABANDONING THAT PORTION OF VIA PALERMO ROAD EXTENDING APPROXIMATELY 282 FEET SOUTH FROM THE NORTH LINE OF LOT 1A OF SICILIAN SHORES, PLAT BOOK O, PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN; RETAINING UTILITY RIGHTS; PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Cheek read the ordinance by title. No public comments were made.

Motion made by Commissioner Eckbert to adopt the ordinance; seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Eckbert and Metcalf voted yes. The motion carried unanimously with a 3-0 vote. Commissioners DeVane and Storer were absent.

- c) ORDINANCE NO. 2699-07: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III,

"ZONING" SO AS TO AMEND WITHIN SECTION 58-82 "GENERAL PROVISIONS" TO PROVIDE: LIMITATIONS ON SIZE AND HEIGHT OF RESIDENTIAL GARAGES AND ACCESSORY BUILDINGS, LIMITATIONS ON CHIMNEYS, BAY WINDOWS AND SECOND FLOOR OPEN AREAS AND PORCHES IN RESIDENTIAL BUILDINGS, LIMITATIONS ON FENCES WITH HEIGHTS OF FOUR FEET IN RESIDENTIAL AREAS, CLARIFYING SECOND FLOOR FRONT SETBACK IN R-2 DISTRICT, PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Cheek read the ordinance by title. Commissioner Eckbert asked for clarification on the second floor open porch area. Building Director, George Wiggins gave a brief explanation on this matter. Commissioner Eckbert stated that he would like to pass this ordinance excluding the second floor porches and consider this section at the next meeting. Commissioner Metcalf agreed with Commissioner Eckbert.

Carolyn Cooper, 1047 McKean Circle, spoke about the application of the ordinance and stated she did not realize it only applied to R-1 zoning. She explained that she would like the Commission to consider expanding this to include R-3 and R-4 zoning.

Mr. Wiggins responded by saying he placed this in a section of the code where it applies across all zoning districts and was in the accessory building section. He stated that it would only apply to the extent within that district that there is exclusion for those porch areas. Mayor Strong asked Mr. Wiggins to propose another ordinance at the next Commission meeting.

Motion made by Commissioner Eckbert to adopt the ordinance with the exception of the second floor porches section which will come back at the next Commission meeting as a separate ordinance; seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Eckbert and Metcalf voted yes. The motion carried unanimously with a 3-0 vote. Commissioners Storer and DeVane were absent.

- d) ORDINANCE NO. 2698-07: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ORDINANCE NO. 2696-07, PROVIDING THE BALLOT LANGUAGE FOR A REFERENDUM BY THE ELECTORS OF THE CITY OF WINTER PARK FOR APPROVAL OR REJECTION OF A COMMUTER RAIL STATION ON PROPERTY OWNED BY THE CITY IN THE CENTRAL BUSINESS DISTRICT AND PROVIDING THE BALLOT LANGUAGE FOR APPROVAL OR REJECTION OF THE USE OF CITY FUNDS WITH RESPECT TO A COMMUTER RAIL STATION; PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Cheek read the ordinance by title. No public comments were provided.

Motion made by Commissioner Metcalf to adopt the ordinance, seconded by Commissioner Eckbert. Upon a roll call vote, Mayor Strong and Commissioners Eckbert and Metcalf voted yes. The motion carried unanimously with a 3-0 vote. Commissioners DeVane and Storer were absent.

- e) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 98-146 OF ARTICLE IV, CHAPTER 98 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK TO PROVIDE FOR RESTRICTIONS FOR PARKING VEHICLES FOR ADVERTISING OR SELLING MERCHANDISE; PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Cheek read the ordinance by title. Commissioner Eckbert stated that the City of Orlando has similar ordinances that restrict the ability to advertise and use the commercial corridor for drive-by advertising purposes. He commented that staff had enforcement questions and they may need two weeks to review the potential impact of what it would mean for this to be passed and become an ordinance. He expressed being content with the first reading occurring at the next meeting on February 26, 2007. Attorney Cheek explained that this ordinance clarifies that it applies to parking lots and the advertising issue has been added.

No public comments were provided.

Motion made by Commissioner Eckbert to table the first reading of the ordinance until February 26; seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Eckbert and Metcalf voted yes. The motion carried unanimously with a 3-0 vote. Commissioners Storer and DeVane were absent.

CITY MANAGER'S REPORT:

Non-agenda item

Fire Chief Jim White provided a power point presentation regarding severe weather warning devices including the use of sirens. He recommended the development of a Comprehensive Community Emergency Alerting System. There was a consensus for Chief White to return with his recommendations and have a complete report by April 2007.

a) Electric Utility Annual Report.

Mike Whiting, Chairman of the Utilities Advisory Board, provided introductory remarks regarding the annual report that covered the last 20 months of the City owning the electric utility. Mr. Whiting stated that the utility system was not maintained well by Progress Energy and the system is gradually becoming better but has a long way to go before they have a system that is at a substantial level within the City. Mr. Whiting responded to questions.

Commissioner Eckbert suggested that the customer service/call centers be improved by identifying where calls are coming from; having more rollover lines that can update customers on any problems they maybe experiencing in their area; and the recording could indicate the amount of time it may take before the problem can be resolved. He believed this may decrease the call volume and asked Mr. Whiting to pass this message onto ENCO.

Assistant City Manager Randy Knight provided the overall presentation concerning the City's customer mix, revenue mix, residential electric rates by city and private utilities, changes in rates month by month change, fuel cost per megawatt hour and how it changed in the last 20 months, the over/under recovery fuel cost since owning the system, Winter Park reliability report – SAIDI, Winter Park SAIDI performance FY 2006 versus 2007 target; financial results with gross revenue \$46.4 million, net operating loss approximately 1% and the first 3 months of FY 07 net operating profit \$738k.

Electric Utility Director Don McBride summarized the first year accomplishments, the current year priorities, and under grounding priorities. There was discussion on how long it will take to underground the entire City and what it will take to accomplish this faster; ENCO and their abilities and services; and how the City will handle a hurricane if one hits Winter Park. Mayor Strong commented on having a schedule on rate increases and presenting that to the citizens

as an alternative. Commissioner Metcalf stated that he would like for Mr. McBride to provide a presentation on a method that citizens can use to determine when their lines are likely to be put underground and if there are ways the citizens can increase their positions on the priority list if they are willing to pay for it. City Manager Williams explained they have a road map that identifies the comprehensive electric plan recommendation, including under grounding, and will have the completed report in July.

b) Commuter Rail Task Force report on alternate locations.

Task Force Chairman Joe Terranova presented their report from their meeting last week regarding alternative locations and to provide recommendations as to where a commuter rail station/stop should be located. He summarized the various sites they reviewed a) North Denning - Winter Park Vo-Tech; b) South Denning at Minnesota; c) Blake/Lyman, also referred to as the Jack Rogers alternative, and d) the Amtrak location. He stated that two sites were unanimously eliminated by the panel because of the negative impacts on the surrounding residential neighborhoods and what would be considered unfavorable impact on traffic. He explained that the majority concluded locating the commuter rail stop at the existing Morse Boulevard site, however, alternate a) the N. Denning site was identified as a distant second.

Mr. Terranova addressed the minority report provided by Mr. Murrah which he stated was not discussed in the task force meeting and that they voted 10-2 not to have a minority report. Mr. Terranova explained that Mr. McClure made no comments why he voted for the minority report but that Mr. Murrah defended his position and his report well. He explained that subsequent to the task force meeting Mr. McClure circulated a paper outlining a number of items supporting the minority position. Mr. Terranova personally felt that Mr. Murrah and Mr. McClure were within their rights to make any comments they wished in regards to the task force findings however, it was not an official position of the task force.

Mr. Terranova mentioned that the task force had discussed the possibility that if a station is located in the CRA, that any increment in taxes as a result of increased economic development due to the station would go to the CRA. He also spoke about the operating cost being paid by Orange County and if Orange County does not agree, he suggested they include a clause in the contract that will permit Winter Park to opt out of the agreement if there is no dedicated funding source made available by the year 2017.

Bob Klingler, task force member, provided information that came up after their meeting. He stated that Winter Park must agree with a stop now or the City will never have a stop according to FDOT.

City Engineer Don Marcotte addressed Orange County's request for the City to provide in writing whether or not the City will support a station/stop in Winter Park.

Commissioner Eckbert stated he would like to take the task force recommendation and provide that guidance to Orange County. He stated he would like to see some wording or have a resolution or letter prepared.

Jim Harrison, Orange County, stated they are looking for guidance from the City on whether or not the City is interested in pursuing a station if the referendum supports that. He addressed the necessary agreements for putting the station in place and sharing 30% of the operating cost with Orange County. He stated the City needs to inform Orange County as to their position so the agreements can be drafted. Mayor Strong addressed the possibility of the Commission to

make a presentation or to speak with Orange County specifically on this issue. Mr. Harrison expressed that Commissioner Segal is interested in revisiting this issue with Winter Park. Mr. Harrison answered questions from the Commission.

Commissioners Eckbert and Metcalf spoke about it being short sided for Orange County to only agree to pay 30% because of it being a regional issue. Mr. Harrison said he will pass their concerns onto his board.

Mr. Terranova added if the Commission decides to approve this, it is subject to the referendum and he believed that if there was to be an agreement that those terms are negotiable. He expressed that Winter Park should have input into the language and terms of that agreement. Mr. Terranova also spoke about including the 'opt out' clause in the agreement.

Mr. Harrison reiterated that he would like to have an indication of the City's position regarding sharing the 30% of operating cost.

Motion made by Commissioner Eckbert to draft a resolution that the City is interested in pursuing a commuter rail station if there is an opt out provision 10 years from now and subject to the referendum; seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Eckbert and Metcalf voted yes. The motion carried unanimously with a 3-0 vote. Commissioners Storer and DeVane were absent.

Mayor Strong suggested to schedule a forum on commuter rail and asked Dr. Seymour to moderate the forum if he was willing to do so. He stated he reserved the Civic Center on March 7, 2007 and would like to have the proponents and opponents of commuter rail present.

Mr. Terranova asked if they can be dismissed as the task force. Commissioner Eckbert commented if they create a resolution and the Commission takes a position, it may be helpful to have the task force's consideration and guidance. Mr. Terranova stated that he believed the task force would agree. Commissioner Metcalf suggested that one of the task force members be on the panel for the March 7 forum. Mayor Strong concurred. There was a consensus to discharge/disband the Commuter Rail Task Force.

NEW BUSINESS (PUBLIC):

Carolyn Cooper, 1047 McKean Circle, addressed the moratorium being removed and two ordinances that were passed in the Central Business District (CBD) for the Douglas Grand. She stated the two ordinances allow 55' height in the CBD and they need to be repealed. Ms. Cooper requested putting the Comprehensive Plan Task Force back as a functioning committee to respond to the ORC Report and to put together framework for the City's land use codes needing revision to match the comprehensive plan.

Patricia Greenstein, 2348 Summerfield Road, expressed her concerns with ethics and fairness in the City and expressed her concern with the removal of the Commuter Rail Task Force Chairman and the way this was conducted. She spoke about the minority report submitted by Mr. Murrah and her belief that he was removed because of his opinion against commuter rail. She expressed her opinion regarding the balance and fairness of the selected task force members for and against commuter rail and the members against commuter rail being minimal.

Shay Silver, 735 Pansy Avenue, read a letter from Antoinette Foley, 1252 Lakeview Avenue addressing the removal of the Commuter Rail Task Force Chairman Mr. Murrah, the discussion

at their meeting regarding the sale of the library being inappropriate for this committee, and the short discussion of one other site for a rail stop. She commented about these issues appearing that they were discussed before the meeting. She stated the task force needs to be disbanded immediately. She asked the Commission to enforce ethical standards in the state statute regarding Government in the Sunshine.

Sandy Womble, 940 Old England Avenue, spoke against the removal of the Commuter Rail Task Force Chairman, how it was handled; and her opinion that he was removed because his position differed from the others. She addressed conflict of interest information from the internet. She commented on the importance of not voting when there is a conflict or a potential one and that all people should be treated the same. She spoke about certain CRTF members she believed should not have been on the task force because of their current employer.

Nancy Shutts, 2010 Brandywine Drive, agreed with holding a public forum regarding commuter rail, appreciated the City pushing to get 100% O&M costs from the County, and was appalled with Mr. Murrah being removed as Chairman of the task force. She spoke about her conversation with the CRA manager regarding the CRA ending in 2027; to use monies for buses is not a concern because the wording would have to be changed so CRA money can be used for buses for commuter rail.

Lurline Fletcher, 790 Lyman Avenue, spoke about concerns with a commuter rail station on the Westside at Valencia College/Morse/Denning. She also expressed concerns with an increase in electric bills.

Marc Hagle, 1220 Park Avenue N., expressed disappointment with comments made tonight toward City board volunteers. He stressed the importance of citizens not having the right to criticize individuals for volunteering their time and efforts to help the City and that you should debate the subject not the person when you have a disagreement with a point of view. He asked the Commission not to allow these comments in future meetings. He also suggested that the Electric Board be supported by a financial analyst on the board to help them evaluate the process of how to go forward and analyze funding sources; particularly bond issues. Mr. Hagle also addressed the de-annexation of Lee Road and 17-92 and a deficiency in the development code not allowing the City at this time to develop this property.

Bill Rosenfelt, 1400 New York Avenue, stated he did not believe the City should restrict freedom of speech and that citizens have the right to criticize others. He spoke about the removal of the Commuter Rail Task Force Chairman and the task force not discussing certain other possible sites because of the need for an environmental survey. He stated that he was against the site at Central Park.

NEW BUSINESS (CITY COMMISSION):

1. Commissioner Eckbert spoke about the challenges of ethical misconduct as a serious matter and to make assertions and claims based on speculation is inappropriate unless evidence exists that there is an ethical breach. He stated there has been too much speculation and insinuation in Winter Park which has been to the detriment of the community. He expressed that we need to speak respectfully to each other. Commissioner Eckbert stated he is discouraged by the continued insistence that this is an appropriate way to advocate for policy and to cast dispersions upon those that you disagree with.

Commissioner Metcalf spoke about the task force working for 6 months and giving much of their time and effort. He stated it should have been a simple task but it was made complex by all the negativity that has occurred by citizens. He thought that it was a shame that people cannot sit and debate the positives and negatives without becoming personal.

2. Commissioner Metcalf mentioned that he spoke with Economic Development Advisory Board (EDAB) Chairman James Barnes. He asked the Commission to look at the letter provided to them regarding the EDAB recommendation on Fairbanks Avenue between 17-92 and I-4. Commissioner Eckbert asked staff to review these recommendations and to comment on the feasibility at the next Commission meeting.

The meeting adjourned at 7:22 p.m.

Mayor David C. Strong

ATTEST:

City Clerk Cynthia Bonham

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- A. Commission to approve extension of WP-3-2006 for Tree Debris Disposal with A Sun State Tree service. Budget: Forestry
- B. Commission to approve PR 131494 to Duval Ford for replacement vehicle for Parks, under the Florida Sheriff's Contract. Amount \$24,883.00
Budget: Vehicle Replacement
- C. Commission to approve PR 131495 to Duval Ford for replacement vehicle for Parks, under the Florida Sheriff's Contract. Amount: \$19,662.00
Budget: Vehicle Replacement
- D. Commission to approve PR 131496 to Cindy Chevrolet for replacement vehicle for Parks, under the Florida Sheriff's Contract. Amount: \$19,587.00
Budget: Vehicle Replacement
- E. Commission approve award of RFP-5-2007 Professional Dry Cleaning Services for Public Safety Personnel to American Cleaners of Winter Park.
Budget: Police and Fire.
- F. Commission approve PR 131554 to Classic Chevrolet for replacement vehicle for Fire Dept, under State Contract # 070-001-07-1. Amount: \$31,985.00
Budget: Vehicle Replacement
- G. Commission approve contract extension of WP-5-2005 for Installation of Street Brick Pavers with U.S. Brick and Block Systems. Budget: Public Works

FOR YOUR INFORMATION: Purchases over \$25,000.00

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- A. Commission to approve contract extension of WP-3-2006 for Tree Debris Disposal with A Sun State Tree service. Budget: Forestry

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Finance
- ☐ Fire
- ☐ ITS
- ☐ Parks & Rec.
- ☐ Police Public Relations
- ☐ Public Works
- ☐ Utilities
- ☐ Risk Mgt.
- ☐ Administration
- ☐ Planning & Comm. Devl.
- ☐ Not necessary
- ☐ City Attorney



MEMORANDUM

To: Bernadette Hitchins, Purchasing Manager

FROM: Carrie Woodell, Purchasing Agent

DATE: February 6, 2007

SUBJECT: WP-3-2006 TREE DEBRIS DIEPOSAL

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

We are currently under contract for tree debris disposal with A Sun State Tree Service. The current contract will expire on March 6, 2007, however we do have the option for contract extension.

We have contacted the vendor, who wishes to extend the awarded contract with all original bid pricing, terms and conditions remaining in effect for the next twelve-month period, beginning March 7, 2007.

Please find attached a copy of the letter returned by the vendor expressing their intent to extend the contract.



401 Park Avenue South
Winter Park, FL 32789-4386

February 6, 2007

Mr. Randall Nellis
A Sun State Tree Service
295 Lyman Road
Casselberry, FL 32707

RE: WP-3-2006 Tree Debris Disposal

Dear Mr. Nellis:

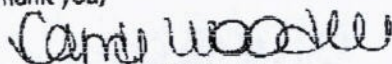
The aforementioned bid was awarded to your company. Because the expiration date of the bid extension is nearing, we are requesting the following information:

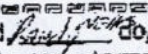
1. Would your company be willing to extend the bid with all original prices, terms and conditions remaining for an additional twelve month period? ☒ yes ☐ no
(If no, please list the present prices and proposed prices with the reason for the changes)
2. Will there be any changes to the services now on contract? ☐ yes ☒ no
(If yes, list the present item description & proposed item description, in detail, with reason for changes)

All price changes will be considered by the City Commission who may accept or reject the difference, accept an extension, or request a re-bid. If the substituted terms prove to be unsatisfactory, or the prices are not acceptable, we will notify the vendor and attempt to reconcile the problems. In the event an agreement cannot be reached, we will then need to re-bid the services.

Please fax a response to this inquiry by **(February 12, 2007), 12:00 noon**. Please mail the original within 24 hours of fax. If you have any questions regarding this matter, please feel free to contact me at (407) 599-3434, by fax at (407) 599-3448, or by e-mail at cwoodell@cityofwinterpark.org.

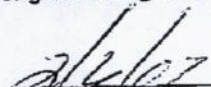
Thank you,


Carrie Woodell, CFCM, A.P.P.
Purchasing Agent

I, the undersigned,  do, _____ do not* hereby agree to extending the above bid for an additional twelve month period at the same terms and conditions as stated in the original bid agreement, with the aforementioned additions.



Signature



Date

*I have stated in detail, the requested changes from the original bid terms, conditions and/or prices on my company letterhead and attached hereto, noted the bid name and number, signed and dated the same.

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- B. Commission to approve PR 131494 to Duval Ford for replacement vehicle for Parks under the Florida Sheriff's Contract. Amount \$24,883.00
Budget: Vehicle Replacement

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Finance
- ☐ Fire
- ☐ ITS
- ☐ Parks & Rec.
- ☐ Police Public Relations
- ☐ Public Works
- ☐ Utilities
- ☐ Risk Mgt.
- ☐ Administration
- ☐ Planning & Comm. Devl.
- ☐ Not necessary
- ☐ City Attorney

PURCHASE REQUISITION NBR: 0000131494

STATUS: REQUISITION APPROVAL
REASON: REPLACEMENT VEHICLE FOR PARKS/6102

DATE: 2/07/07

REQUISITION BY: CARRIE/FLEET

SHIP TO LOCATION: FLEET MANAGEMENT

SUGGESTED VENDOR: 1207 DUVAL FORD

DELIVER BY DATE: 2/28/07

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	--------------	--------------	----------------	--------------------

1	3/4 TON PICK UP 4X2, F250 SD	1.00	EA	24883.0000	24883.00
	BASE			\$15091.00	
	SWB 6' CARGO BOX				
	F350SRW 9,200 GVW			\$1,128.00	
	52B/66S ELECTRIC BRAKE CONTROLLER			\$365.00	
	W20 CREW CAB 4 DOOR			\$3,997.00	
	DDT TINT			\$365.00	
	DRM FLOORMATS			\$80.00	
	903 POWER WINDOW/LOCKS			\$530.00	
	18L CAB STEPS			\$320.00	
	TCE ALL TERRAIN TIRES			\$320.00	
	DRS RAINSHIELDS			\$89.00	
	LINEX SPRAY ON BEDLINER			\$495.00	
	531-86T HD TOWING			\$489.00	
	FTC TONNEAU COVER PAINTED			\$1,224.00	
	W60 CORNER STROBES			\$390.00	

FLORIDA SHERIFF'S CONTRACT, SPEC # 35

REPLACEMENT VEHICLE FOR 8259, DEPT: 6102

COMMODITY: AUTO MAJOR TRANSPORTATION

SUBCOMMOD: TRUCKS

REQUISITION TOTAL: 24883.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50232105936420	VEHICLE/EQUIP PURCHASES VEHICLES/EQUIP PURCHASES	100.00	24883.00
				24883.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PR 131434

200712

Replacement Vehicle for 8259 Department 6102

20070205

Duval Ford
PO Box 7687
Jacksonville, FL 32238
Nelson Eason
904 388 2144
Fax 904 387 6816

Sheriff's Contract
Specification #35
3/4 Ton Pickup 4X2

F250 SD	
Base	15091.00
SWB 6' cargo box	NC
F350SRW 9,200 GVW	1128.00
52B/66S Electric Brake Controller	365.00
W20 Crew Cab 4 door	3997.00
DDT Tint	365.00
DFM Floormats	80.00
903 Power windows/locks	530.00
18L Cab Steps	320.00
TCE All terrain tires	320.00
DRS Rainshields	89.00
Linex Spray on bedliner	495.00
531-86T-HD Towing	489.00
FTC Tonneau cover painted	1224.00
W60 Corner strobes	390.00
Total	24883.00

Carrie Woodell

From: Jeff Parrish
Sent: Monday, February 05, 2007 1:40 PM
To: Wes Hamil; Carrie Woodell
Subject: New Vehicles
Attachments: 200713.xls; 200711.xls; 200712.xls

Attached are specs for three new vehicles for the Parks Dept. I believe they are going to transfer money to the replacement fund to cover these three vehicles.

Thanks
Jeff

2/5/2007

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- C. Commission to approve PR 131495 to Duval Ford for replacement vehicle for Parks, under the Florida Sheriff's Contract. Amount: \$19,662.00
Budget: Vehicle Replacement

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Finance
- ☐ Fire
- ☐ ITS
- ☐ Parks & Rec.
- ☐ Police Public Relations
- ☐ Public Works
- ☐ Utilities
- ☐ Risk Mgt.
- ☐ Administration
- ☐ Planning & Comm. Devl.
- ☐ Not necessary
- ☐ City Attorney

PURCHASE REQUISITION NBR: 0000131495

STATUS: REQUISITION APPROVAL
REASON: REPLACEMENT VEHICLE FOR PARKS/6203

DATE: 2/07/07

REQUISITION BY: CARRIE/FLEET

SHIP TO LOCATION: FLEET MANAGEMENT

SUGGESTED VENDOR: 1207 DUVAL FORD

DELIVER BY DATE: 2/28/07

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	3/4 TON PICKUP 4X2, F250SD	1.00	EA	19662.0000	19662.00	
	BASE			\$15,091.00		
	F350SRW 9200 GVW			\$1,128.00		
	52B/66S ELECTRIC BRAKE CONTROLLER			\$365.00		
	DRM FLOORMATS			\$80.00		
	DDT TINT			\$365.00		
	903 POWER WINDOW/LOCKS			\$530.00		
	18L CAB STEPS			\$320.00		
	TCE ALL TERRAIN TIRES			\$320.00		
	DRS RAINSHIELDS			\$89.00		
	LINEX SPRAY ON BEDLINER			\$495.00		
	531-86T-HD TOWING			\$489.00		
	W60 CORNER STROBES			\$390.00		

FLORIDA SHERIFF'S CONTRACT, SPEC # 35

REPLACEMENT VEHICLE FOR 8814; DEPT: 6203

COMMODITY: AUTO MAJOR TRANSPORTATION

SUBCOMMOD: TRUCKS

REQUISITION TOTAL: 19662.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50232105936420	VEHICLE/EQUIP PURCHASES	100.00	19662.00
		VEHICLES/EQUIP PURCHASES		
				19662.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PL 1314RS

200711

Replacement Vehicle for 8814 Department 6203

20070205

Duval Ford
PO Box 7687
Jacksonville, FL 32238
Nelson Eason
904 388 2144
Fax 904 387 6816

Sheriff's Contract
Specification #35
3/4 Ton Pickup 4X2

F250 SD	
Base	15091.00
F350SRW 9200 GVW	1128.00
52B/66S Electric Brake Controller	365.00
DFM Floormats	80.00
DDT Tint	365.00
903 Power windows/locks	530.00
18L Cab Steps	320.00
TCE All terrain tires	320.00
DRS Rainshields	89.00
Linex Spray on bedliner	495.00
531-86T-HD Towing	489.00
W60 Corner strobes	390.00
Total	19662.00

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- D. Commission to approve PR 131496 to Cindy Chevrolet for replacement vehicle for Parks, under the Florida Sheriff's Contract. Amount: \$19,587.00
Budget: Vehicle Replacement

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Finance
- ☐ Fire
- ☐ ITS
- ☐ Parks & Rec.
- ☐ Police Public Relations
- ☐ Public Works
- ☐ Utilities
- ☐ Risk Mgt.
- ☐ Administration
- ☐ Planning & Comm. Devl.
- ☐ Not necessary
- ☐ City Attorney

PURCHASE REQUISITION NBR: 0000131496

STATUS: REQUISITION APPROVAL
REASON: REPLACEMENT VEHICLE FOR PARKS/6202

DATE: 2/07/07

REQUISITION BY: CARRIE/FLEET

SHIP TO LOCATION: FLEET MANAGEMENT

SUGGESTED VENDOR: 17222 CINDY CHEVROLET INC

DELIVER BY DATE: 2/28/07

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	--------------	--------------	----------------	--------------------

1	CHEVROLET TRAIL BLAZER	1.00	EA	19587.0000	19587.00
---	------------------------	------	----	------------	----------

MID SIZE 4 DOOR UTILITY VEHICLE 4X2

BASE \$18,408.00

C49 REAR DEFOGGER \$200.00

STD REAR WASHER/WIPER STD

FLOOR MATS STD

AJ1 PRIVACY GLASS \$100.00

BE RUNNING BOARDS \$375.00

51D DAYTIME RUNNING LIGHTS STD

CL3 HD TOWING \$89.00

W660 WHELEN 60 WATT 4 CORNER STROBES \$415.00

FLORIDA SHERIFF'S CONTRACT; SPEC #16

REPLACEMENT VEHICLE FOR 8002; DEPT: 6202

COMMODITY: AUTO MAJOR TRANSPORTATION

SUBCOMMOD: TRUCKS

REQUISITION TOTAL: 19587.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50232105936420	VEHICLE/EQUIP PURCHASES	100.00	19587.00
		VEHICLES/EQUIP PURCHASES		
				19587.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PR 131496

200713

Replacement Vehicle for 8002 Dept 6202

20070205

Cindy Chevrolet, Inc.
PO Box 70
Wildwood, FL 34785-0070
Cindy Clark
352 748 1122
Fax 352 748 2393

Sheriff's Contract
Specification #16
Mid Size 4 door Utility Vehicle 4X2
Chevrolet Trail Blazer

Base	18408.00
C49 Rear defogger	200.00
STD Rear washer/wiper	Std
Floor mats	Std
AJ1 Privacy glass	100.00
BE Running boards	375.00
51D Daytime running lights	Std
CL3 HD Towing	89.00
W660 Whelen 60 watt 4 corner strobes	415.00
Total	19587.00

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- E.) Commission approve award of RFP-5-2007 Professional Dry Cleaning Services for Public Safety Personnel to American Cleaners of Winter Park.
Budget: Police and Fire.

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Finance
- ☐ Fire
- ☐ ITS
- ☐ Parks & Rec.
- ☐ Police Public Relations
- ☐ Public Works
- ☐ Utilities
- ☐ Risk Mgt.
- ☐ Administration
- ☐ Planning & Comm. Devl.
- ☐ Not necessary
- ☐ City Attorney



MEMORANDUM

To: JAMES WILLIAMS, CITY MANAGER
FROM: CARRIE WOODELL, PURCHASING AGENT
DATE: FEBRUARY 12, 2007
SUBJECT: RFP-5-2007

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

PURCHASING DEPARTMENT

P 407.599.3434

F 407.599.3448

Background

Bids were solicited by means of internet, newspaper ad, and vendor's list line for Professional Dry Cleaning Services for Public Safety Personnel.

On February 1, 2007, one bid was received and with prior approval from Randy Knight, was opened for consideration. Pricing is attached

Recommendation

Staff has reviewed the response. Staff recommends award to be granted to American Cleaners of Winter Park.

SUMMARY SHEET
RFP-5-2007: PROFESSIONAL DRY CLEANING
OF PUBLIC SAFETY PERSONNEL

I, the undersigned, do hereby agree to all terms and conditions as stated within this Request for Proposals (RFP) and will supply the Police and Fire departmental personnel with a professional dry cleaning service. I have read all the information within this RFP and have answered all questions and submitted a copy of my insurance certificate and Occupational License as required. I further state that I am in complete compliance with OSHA's Regulation Title #29, Section CFR 1910.1030.

Bidder's that do not submit pricing for all of the services below will not be considered for award.

<u>SUMMARY SHEET DETAILS</u>	
<u>DRY CLEANING OF:</u> PANTS	\$ EACH 3.50
SHIRTS	\$ EACH 3.50
JACKETS	\$ EACH 3.50
SWEATERS	\$ EACH 3.50
<u>MINOR REPAIRS TO UNIFORM SHIRTS, PANTS, JACKETS:</u>	No charge for Repair,
REPLACE BUTTONS OR SNAPS	\$ 0 (No charge)
REMOVE BROKEN ZIPPER & REPLACE WITH <u>NEW</u> ZIPPER	\$ 8.00
RUN A NEW SEAM WHENEVER NEEDED	\$ 0 (No charge)
HEM OR REPAIR HEMS TO PANTS	\$ Hem new pants \$5.00 Rehem pants with seam
RE-SEW ON THE PATCHES, NAME TAGS, EMBROIDERED ITEMS	\$ New patch \$2.50 Resew old with clean

COMPANY NAME: American Cleaners of Winter Park (Yager Corp)
 ADDRESS: 849 S Orlando Av
Winter Park FL 32789

TELEPHONE: (407) 645-2578 FAX (407) 645-2578

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: [Signature]
 (print/type name as signed above) MOONIK SHAKARTI (President)

date submitted: 1/30/07

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- F. Commission approve PR 131554 to Classic Chevrolet for replacement vehicle for Fire Dept, under State Contract # 070-001-07-1. Amount: \$31,985.00
Budget: Vehicle Replacement

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Finance
- ☐ Fire
- ☐ ITS
- ☐ Parks & Rec.
- ☐ Police Public Relations
- ☐ Public Works
- ☐ Utilities
- ☐ Risk Mgt.
- ☐ Administration
- ☐ Planning & Comm. Devl.
- ☐ Not necessary
- ☐ City Attorney

STATUS: REQUISITION APPROVAL
 REASON: REPLACEMENT VEH FOR FD FY 07 NOT BUDGETED

DATE: 2/09/07

REQUISITION BY: BERNIE/FLEET

SHIP TO LOCATION: FLEET MANAGEMENT

SUGGESTED VENDOR: 13950 CLASSIC CHEVROLET

DELIVER BY DATE: 3/01/07

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REPLACEMENT IMPALA 4 DR SDN 2007 MODL FOR FOR FIRE DEPT STATE CONTRACT 070-001-07-1 SPEC 070-200-325 BASE UNIT 15350.00 OPTIONS SIDE IMPACE AIR BAGS 175.00 COLOR WHITE WITH GRAY CLOTH INTERIOR RAINSHIELDS 150.00 SPLIT FOLD DOWN REAR SEAT 275.00 SIDE IMPACE AIR BAGS 175.00 ON STAR 200.00 TOTAL OPTIONS 755.00 COMMODITY: AUTO MAJOR TRANSPORTATION SUBCOMMOD: AUTOMOBILES & STATION WGN	1.00	EA	16105.0000	16105.00	
2	2007 CHEVY IMPALA 4 DR SDN FOR FIRE DEPT SAME CONTRACT AND SPEC BASE PRICE 15400.00 OPTION RAINSHIELDS 105.00 SIDE IMPACE AIR BAGS 175.00 COMMODITY: AUTO MAJOR TRANSPORTATION SUBCOMMOD: AUTOMOBILES & STATION WGN	1.00	EA	15880.0000	15880.00	
REQUISITION TOTAL:					31985.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50232105936420	VEHICLE/EQUIP PURCHASES	100.00	16105.00
2	50232105936420	VEHICLES/EQUIP PURCHASES	100.00	15880.00
				31985.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Classic CHEVROLET

(Fleet and Commercial)

PO Box 1720

Winter Park, FL 32790

Page(s) : 1/1

VEHICLE CONTRACT QUOTE
(Florida State Contract 070-001-07-1)

Attention: Assistant Chief McCabe

Date : 2/14/2007

Agency: City of Winter Park Fire Dept

Phone #: 407-588-3606

Fax #: 407-599-3231 407-599-3448/891-8626

Base Model: Large Size Vehicle: 4 dr sedan

Spec # : 070-200-325

Region:

Base Unit Price: \$ 15,350.00

<u>Option Code</u>	<u>Description</u>	<u>Unit Price</u>
1WF19/9C1	2007 Model Chev Impala 4 dr sdn	
	3.5L V6; Auto Trans.; A/C; AM-FM/CD;	
	Front cloth bucket/rear bench; ABS brakes;	
	Power windows, door locks & driver's seat;	
	Cruise control; floor mats	
5001 RS	Rainshields	\$105.00
5004 AM9	Silt fold down rear seat	\$ 275.00
6002 AK5	Side impact air bags	\$ 175.00
- R6K	OnStar	\$ 200.00
	Total of Options:	\$ 755.00
	Total Unit Quote:	\$ 16,105.00

Comments:

* denotes a non-contract item included on 4 remaining White colored cars currently held in a "pool" at the factory. Delivery of any one of these cars is 2 to 3 weeks from receipt of your order (pending any prior sale)

Quoted By: Putur Papiol

Phone #: (407)298-1535 ext.270

Cell #: (407) 221-7600

Fax #: (407) 288-6170

E-mail : Ppopiel@asnmail.com

New Grade
white Impala
2-15-07

Classic CHEVROLET

(Fleet and Commercial)

PO Box 1720

Winter Park, FL 32790

Page(s) : 1/1

VEHICLE CONTRACT QUOTE

(Florida State Contract 070-001-07-1)

Attention: Assistant Chief McCabe

Agency: City of Winter Park Fire Department

Phone #:

Fax #: 407-598-3231

Date : 2/6/2007

Base Model: Large Size Vehicle; 4 dr sedan

Spec # : 070-200-325

Region:

Base Unit Price: \$ 15,400.00

Option Code

Description

Unit Price

1WF19/9C1

2007 Model Chev Impala 4 dr sdn
3.5L V6; Auto Trans.; A/C; AM-FM/CD;
Front cloth bucket/rear bench; ABS brakes;
Power windows, door locks & driver's seat;
Cruise control; floor mats

6002 AK5

Side impact air bags

\$ 175.00

Total of Options: \$ \$ 175.00

Total Unit Quote:\$ 15,575.00

Comments:

Color: White (Gray cloth interior))

Quoted By: Peter Popiel

Phone #: (407)298-1535 ext.270

Cell #: (407) 221-7600

Fax #: (407) 298-6170

E-mail: Ppopiel@asnmail.com

Replaced
with diff. quote
2-15-07

PR 131554

THANKS

Bernie

P.

Classic CHEVROLET

(Fleet and Commercial)

PQ Box 1720

Winter Park, FL 32790

Page(s): 1/1

VEHICLE CONTRACT QUOTE

(Florida State Contract 070-001-07-1)

Attention: Assistant Chief McCabe

Date: 2/6/2007

Agency: City of Winter Park Fire Department

Phone #:

Fax #: 407-599-3231

Base Model: Large Size Vehicle; 4 dr sedan

Spec #: 070-200-325

Region:

Base Unit Price: \$ 15,400.00

Option Code	Description	Unit Price
1WF19/9C1	2007 Model Chev Impala 4 dr sedn 3.5L V6; Auto Trans.; A/C; AM-FM/CD; Front cloth bucket/rear bench; ABS brakes; Power windows, door locks & driver's seat; Cruise control; floor mats	
5001 RS	Rainshields	\$ 105.00
6002 AK5	Side impact air bags	\$ 175.00

Total of Options: \$ \$ 280.00

Total Unit Quote:\$ 15,680.00

Comments: Color: Precision Red (Gray cloth interior))

Quoted By: Peter Popiel

Phone #: (407)298-1535 ext.270

Cell #: (407) 221-7800

Fax #: (407) 298-8170

E-mail: Ppopiel@asnmall.com

CONSENT AGENDA

PURCHASING DIVISION

February 26, 2007

Item: # _____

- G. Commission approve contract extension of WP-5-2005 for Installation of Street Brick Pavers with U.S. Brick and Block Systems. Budget: Public Works

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Finance
- ☐ Fire
- ☐ ITS
- ☐ Parks & Rec.
- ☐ Police Public Relations
- ☐ Public Works
- ☐ Utilities
- ☐ Risk Mgt.
- ☐ Administration
- ☐ Planning & Comm. Devl.
- ☐ Not necessary
- ☐ City Attorney



MEMORANDUM

To: JAMES WILLIAMS, CITY MANAGER
FROM: ANTHONY DURRUM, PURCHASING AGENT
DATE: FEBRUARY 16, 2007
SUBJECT: CONTRACT EXTENSION WP-5-2005

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

PURCHASING DEPARTMENT

P 407.599.3434

F 407.599.3448

We are currently under contract for the installation of street brick pavers with U.S. Brick and Block Systems, Inc. The current contract will expire soon, however we do have the option for contract extension.

We have contacted the vendor, who wishes to extend the awarded contract with all original bid pricing, terms and conditions remaining in effect for the next twelve month period, beginning April 18, 2007.

Please find attached a copy of the letter returned by the vendor expressing their intent to extend the contract.

Attachment



401 Park Avenue South
Winter Park, FL 32789-4386

February 12, 2007

U.S. Brick and Block Systems, Inc.
David Bond, V.P.
2701 Reese Road
Davie, FL 33014

RE: WP-5-2005 Installation of Street Brick Pavers

Dear David Bond,

The aforementioned bid was awarded to your company. Because the expiration date of the bid extension is nearing, we are requesting the following information:

1. Would your company be willing to extend the bid with all original prices, terms and conditions remaining for an additional twelve month period? ☒ yes ☐ no
(If no, please list the present prices and proposed prices with the reason for the changes)

2. Will there be any changes to the services now on contract? ☐ yes ☒ no
(If yes, list the present item description & proposed item description, in detail, with reason for changes)

All price changes will be considered by the City Commission who may accept or reject the difference, accept an extension, or request a re-bid. If the substituted terms prove to be unsatisfactory, or the prices are not acceptable, we will notify the vendor and attempt to reconcile the problems. In the event an agreement cannot be reached, we will then need to re-bid the services.

Please fax a response to this inquiry by **February 16, 2007 12:00 noon**. Please mail the original within 24 hours of fax. If you have any questions regarding this matter, please feel free to contact me at 407-599-3315, by fax at 407-599-3448, or by e-mail at adurrum@cityofwinterpark.org.

Thank you,

Anthony Durrum, A.P.P.
Purchasing Agent

I, the undersigned, do, do not* hereby agree to extending the above bid for an additional twelve month period at the same terms and conditions as stated in the original bid agreement, with the aforementioned additions.

Signature

Date

2-16-07

*I have stated in detail, the requested changes from the original bid terms, conditions and/or prices on my company letterhead and attached hereto, noted the bid name and number, signed and dated the same.

CITY ATTORNEY'S REPORT

DATE: NOVEMBER 27, 2006

**SUBJECT: DE-ANNEXATION AGREEMENT FOR BENJAMIN PARTNERS
PROPERTIES.**

David Cardwell (attorney) representing Benjamin Partners, Inc. has submitted a de-annexation agreement concerning ten properties in the Home Acres area which is north of Lee Road and east of US 17-92. (see map that follows)

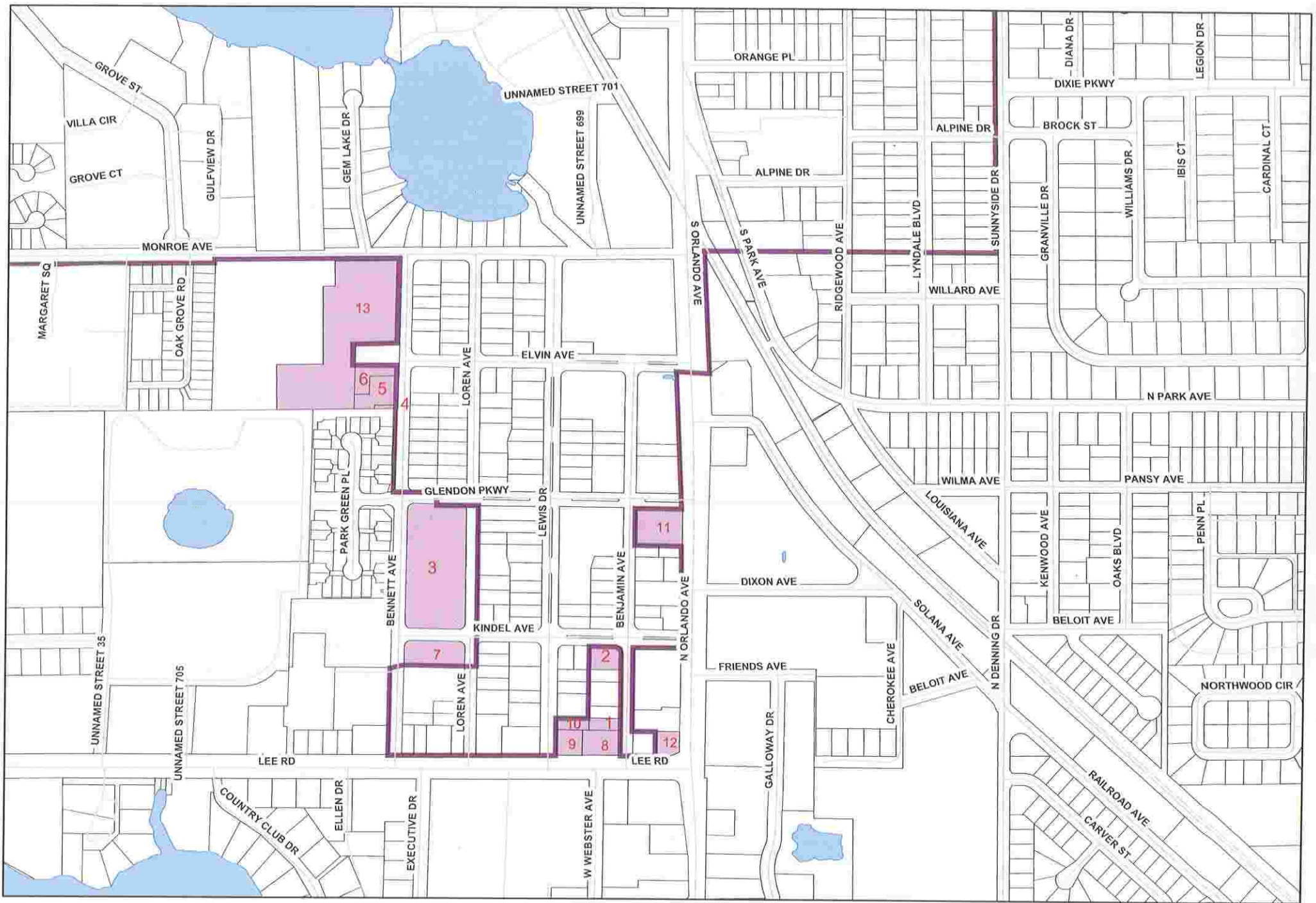
They are asking for the City to temporarily de-annex these properties so that they can work with Orange County on development plans for those properties and the other 50-60 properties that they own in this area that are all now in unincorporated Orange County. Their feeling is that it is too difficult to achieve a unified Master Plan for the development of all these properties that encompass both jurisdictions with different zoning rules, the overlapping public hearings on the review/approval process and other coordination issues.

As part of the discussion at the Comprehensive Plan public hearings, the staff has explained to the Planning Commission and the City Commission that the "game plan" for this area is to have Orange County take the lead on the development approval process since 90% of the properties are within the County.

This agreement commits Benjamin Partners to subsequently annex back into the City when development is complete. In all likelihood, the City would be annexing the entire development and not just these 10 properties.

The staff has to draft and advertise the actual de-annexation ordinance for future public hearings. This is to get a sense of the City Commission as to whether you concur with this "game plan".

STAFF RECOMMENDATION IS FOR APPROVAL



Home Acres - D. Bellows Owned Properties

Planning and Community Development
November 2006

Source: Orange County Property Appraiser
Created in ArcGIS 9.1 using ArcMap

ORDINANCE NO. 2702-07

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF
WINTER PARK, SECTION 1.02, "CORPORATE LIMITS
DESCRIBED," SO AS TO DE-ANNEX PROPERTIES ON LEE
ROAD, BENNETT AVENUE, LEWIS DRIVE, BENJAMIN AVENUE
AND ORLANDO AVENUE, SUBJECT TO A DEANNEXATION
AGREEMENT, MORE PARTICULARLY DESCRIBED HEREIN.**

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Section 1.02 "Corporate Limits Described," of the Charter Laws of the City of Winter Park be hereby amended and modified so as to de-annex certain properties, more particularly described as follows and as depicted on the map attached as Exhibit "A":

Parcel 1	1211 Bennett Avenue	29-22-01-0000-00094
Parcel 2	1219 Bennett Avenue	29-22-01-0000-00007
Parcel 3	1213 Bennett Avenue	29-22-01-0000-00024
Parcel 4	1207 Bennett Avenue	29-22-01-0000-00092
Parcel 5	1150 Bennett Avenue	29-22-01-3712-05010
Parcel 6	1127 N. Orlando Ave.	29-22-01-3712-08080
Parcel 7	990 Bennett Avenue	29-22-01-3712-04110
Parcel 8	931 Benjamin Avenue	29-22-01-3712-02110
Parcel 9	970 Lewis Drive	29-22-01-3712-02190
Parcel 10	907 Benjamin Avenue	29-22-01-3712-02060
Parcel 11	1345 Lee Road	29-22-01-3712-02010
Parcel 12	1315 Lee Road	29-22-01-3712-02030
Parcel 13	941 N. Orlando Ave.	29-22-01-3712-01050

SECTION 2. This ordinance shall take effect immediately upon its adoption and the subsequent execution of a de-annexation agreement between the property owners of record and the City of Winter Park specifying the terms and conditions of this action and the consent for future annexation of these properties at the discretion of the City of Winter Park.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2007.

Mayor

Attest:

City Clerk

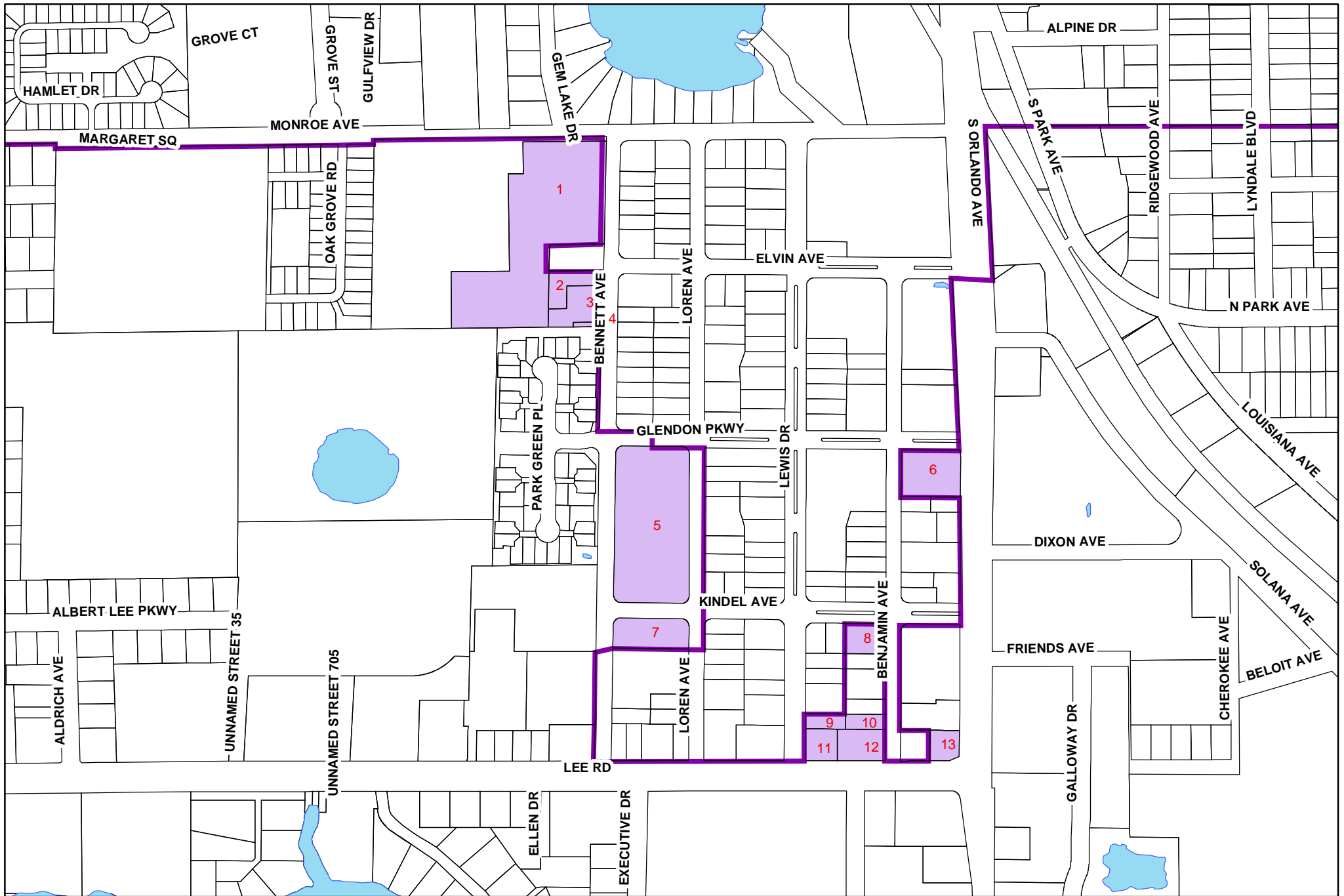


Exhibit A

Planning and Community Development
January 2007

Source: Orange County Property Appraiser
Created in ArcGIS 9.1 using ArcMap

AGREEMENT
FOR DE-ANNEXATION AND ANNEXATION
OF PROPERTY

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this _____ day of _____, 2007, by and between Benjamin Partners, Ltd., a Florida Limited Partnership (the "Owner"), and the City of Winter Park, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

PREAMBLE

WHEREAS, the Owner is the owner of real property located in the City of Winter Park, Orange County, Florida, and more particularly described in the legal description attached hereto and incorporated herein by reference as Exhibits "A" and "A.2" (hereinafter referred to as the "Property"), and

WHEREAS, the Property is located within the City by virtue of being voluntarily annexed; and

WHEREAS, the Owner desires to de-annex the Property from the City so that the new development with the general boundaries of Lee Road, Bennett Avenue, Monroe Avenue, and US 17-92 (the "Project") is located in one jurisdiction, and the City has agreed to de-annex the Property subject to the certain conditions contained herein; and

WHEREAS, the Owner hereby petitions the City to de-annex the Property as provided in this Agreement; and

WHEREAS, Owner hereby petitions for voluntary annexation of the Project into

the City at a future time when the Project is completed;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner agree as follows:

1. INCORPORATION OF RECITALS. The Whereas clauses of this Agreement are incorporated herein as if fully set out below.

2. OWNERSHIP OF PROPERTY. Owner hereby covenants and warrants to the City that it is the Owner of the Property and that it has full right, authority, and capacity to enter into this Agreement and as evidence thereof have executed the affidavit attached hereto and incorporated herein by this reference as Exhibit "B," (hereinafter referred to as the "Affidavit"). The City represents to the Owner and the Owner acknowledges that the City has relied on the Affidavit in connection with its decision to enter into this agreement.

3. DE-ANNEXATION OF PROPERTY. The Owner hereby petitions the City to de-annex the Property from the incorporated territory of the City.

4. CONDITIONS TO DE-ANNEXATION. The City de-annexing the Property is subject to satisfaction of the following conditions precedent:

(a) The Owner agrees that subsequent to commencement of construction on the Project, but in no event later than substantial completion of the Project as evidenced by issuance of one or more certificates of occupancy for the Project, the Owner will petition the City to annex the Property into the City and will consent to such annexation.

(b) Should any enclaves be created as a result of the de-annexation of the Property and the Owner is the owner of such enclaves, then at the time of annexation of

the Property into the City, the Owner will consent to the annexation of such enclaves into the City.

(c) The Owner agrees to indemnify the City against any claims arising from the de-annexation of the Property.

5. ANNEXATION OF PROPERTY. The Owner hereby irrevocably petitions the City for voluntary annexation of the “Property” and the “Project” into the City at such time that either construction has commenced on the Property or the Project and has been substantially completed as evidenced by the issuance of a certificate of occupancy for each building or for each incremental phase of the Project as determined by the City.

As a condition of this agreement to annex the Property and Project, the City agrees to provide municipal water and sanitary sewer pursuant to normal code requirements based upon the fees charges for in-City properties.

6. TIMING OF ANNEXATION. The City hereby accepts such petition and retains the authority to annex the Property at a future date at the option of the City.

7. FORCE MAJEURE. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement, but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney’s fees (including costs or attorney’s fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and with the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other governments (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restriction, strikes, or failure or breakdown of transmission or other facilities.

8. INDEMNIFICATION. To the extent permitted by law, the Owner shall indemnify and hold harmless the City, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from the deannexation of the Property as provided herein, and which are caused in whole or in part by the Owner or any of its subcontractors, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether they are caused in whole or in part by a party indemnified hereunder.

9. THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

10. BINDING NATURE OF AGREEMENT. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties, and shall run with the Property and be binding upon and inure to the benefit of any person, firm or corporation that may become the successor in interest, directly or indirectly, to the Property, or any portion thereof.

11. CONTROLLING LAWS.

A. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.

B. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be

Orange County, Florida.

12. MISCELLANEOUS.

A. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

B. If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

C. The Owner, upon the execution of this Agreement, shall pay to the City the cost of recording this Agreement in the Public Records of Orange County, Florida.

D. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City:

Owner:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in a manner and form sufficient to bind them as of the day and year first above written.

OWNER: Benjamin Partners, Ltd., a Florida limited partnership

By: Bennett Avenue Corp., as its general partner

By: Robert P. Saltsman, President

P.O. Box 350, Winter Park, FL 32790-0350

WITNESSES:

(1) _____

Print name: _____

(2) _____

Print name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

CITY OF WINTER PARK:

ATTEST:

Mayor

City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Mayor David Strong, and Doug Storer, well known to me and known by me as the Mayor / Pro Tem and City Clerk, respectively, of the City of Winter Park, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so and they did not take an oath.

WITNESS my hand and official seal this _____ day of _____, 2007.

Notary Public

My Commission Expires:

APPROVED AS TO FORM AND
LEGALITY

City Attorney

Jeffrey Briggs, Executive Secretary

Jeff Biggs

CU 4:07 Request of Mr. Peter Bui (Viva Nails and Spa) for Conditional Use Approval for a nail salon and spa in the Central Business District at 316 Park Avenue North, zoned C-2.

City Planner Jeffrey Briggs explained that the applicant is requesting approval to utilize the property at 316 North Park Avenue as a nail salon and spa. He said that as a requirement of the C-2 zoning regulations, barber/beauty salons require conditional use approval. Mr. Briggs gave historical information concerning Park Avenue zoning and stated that the City's goal has been to maintain the primary retail orientation on the first floors of the Park Avenue corridor. He said that the effect of this requirement has been to push new barber/beauty salons off prime Park Avenue frontage. He stated that the applicant has already signed a lease for the space from the owner, but was not informed by the building department that he needed conditional use approval. Mr. Briggs explained that the applicant submitted a letter of explanation to the Planning Department that outlines his business plan. Staff recommended denial of the request to be consistent with the code and Comp Plan policies. Staff voiced concerns that the approval of this request would signal to other hair/nail salons that Park Avenue retail space can be converted for their use. Mr. Briggs responded to Board member questions and concerns.

The applicant was present; however, he did not address the Board. No one wished to speak concerning the request. Public Hearing closed.

Consensus of the board was to maintain the retail orientation of Park Avenue. They did not want to open the door for future requests similar in nature. They felt that this retail character issue had been discussed at length in many of the Comp Plan meetings and that was the consensus of the City.

Motion made by Mr. Stevens, seconded by Mr. Doyle to deny the request. Motion carried unanimously with a 5-0 vote.

**CITY OF WINTER PARK
PLANNING AND ZONING COMMISSION**

**Staff Report
February 13, 2007**

CU 3:04	Request of Peter Bui for Conditional Use Approval to operate a nail salon and spa at 316 N. Park Avenue, zoned C-2.
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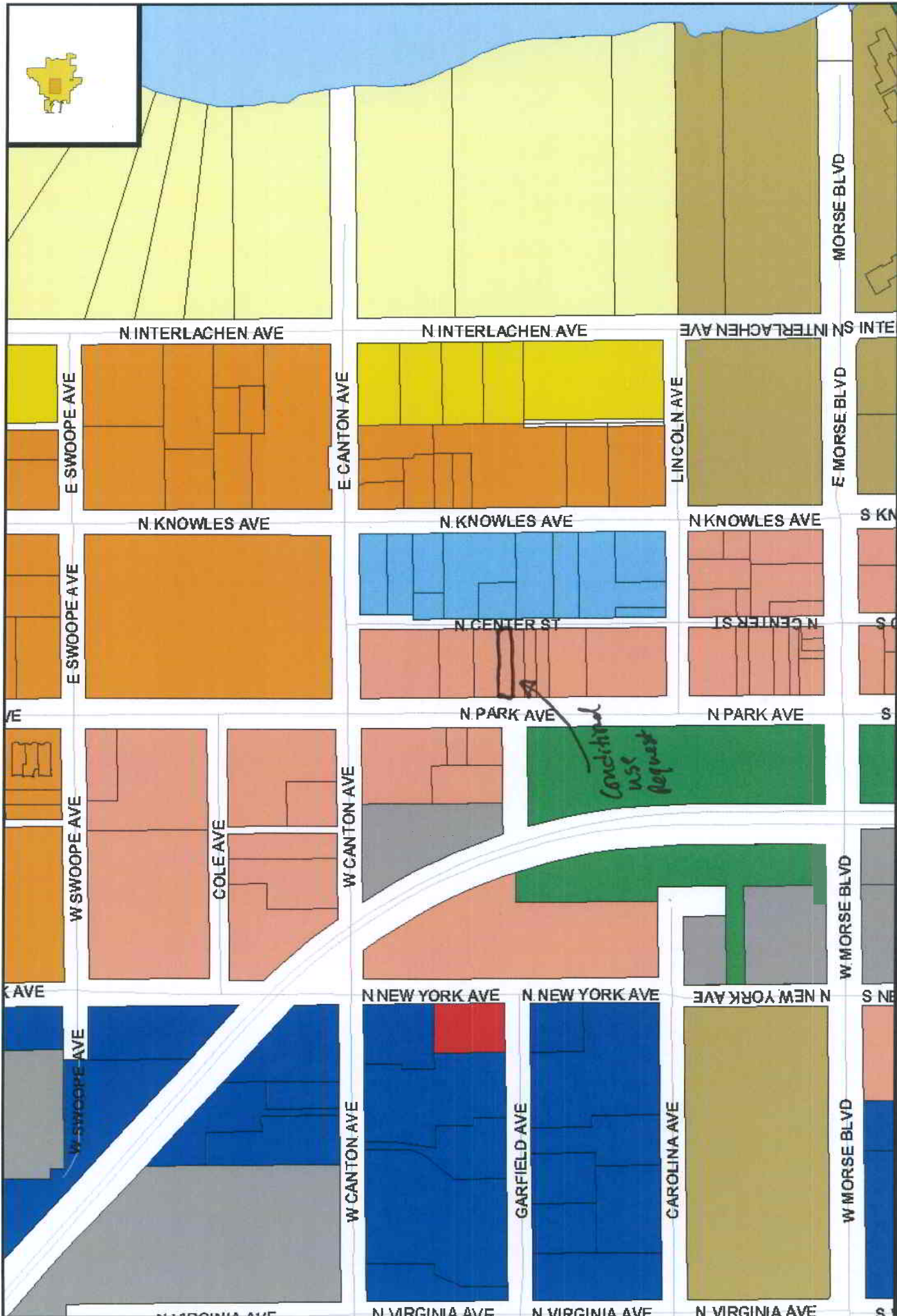
Mr. Bui is requesting approval to utilize the property at 316 N. Park Avenue as a nail salon and spa. This property is zoned C-2 and barber/beauty salons require conditional use approval under the C-2 zoning provisions.

The square footage of this location is 2,092. The C-2 zoning was changed in the mid-1980's to require this conditional use. One reason was the parking impact of these businesses (as compared to the typical retail store) when you compare the numbers of employee and customer parking demands. The other reason was to maintain the primary retail orientation of the first floors of the Park Avenue corridor. The effect of this requirement has been to push new barber/beauty salons off the prime Park Avenue frontage to locations on the side streets around the perimeter of Park Avenue or to upstairs second floor locations. It is very important to keep the Park Avenue frontage as primarily a retail shopping experience. There are any number of salons that would love to have Park Avenue frontage and exposure.

Unfortunately, Mr. Bui has already signed a lease for the space from the owner and was not informed by the building department (not the Planning and Community Development Department as Mr. Bui's letter states) that he needed a conditional use approval. It was not until after he came in for interior modifications, after the lease was executed, that he was told about the conditional use process. Please see Mr. Bui's letter that outlines his business plan.

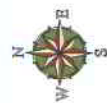
The Carr's Barber shop has been the only exception to this rule in terms of conditional use approvals. The P&Z Commission and City Commission felt that this was it was a very unique type of hair salon that would compliment the Avenue. Even then they restricted the front half of their store to retail sales only. The current applicant's floor plan will be just like any other nail or beauty salon. The precedent is key. If we approve this typical salon (be it nails or hair) then how do you turn down the next one or the next one.

STAFF RECOMMENDATION IS FOR DENIAL



1 in. = 245.2 feet

316 Park Avenue North



January 3, 2007

Peter H. Bui
Viva Nails & Spa
2558 Robert Trent Jones Drive #1414
Orlando, Florida 32835
(510) 861-2671

Planning & Zoning Commission and City Commission
401 Park Avenue South
Winter Park, Florida 32789

Dear Members of the Commission:

I am writing this letter to request approval for conditional use of a nail salon and spa at 316 Park Avenue North in Winter Park, Florida. The zoning for this location is currently C-2 which doesn't allow for a nail salon as "permitted use" but only as a conditional use following review by the planning and zoning commission and approval by the city commission.

We were not informed, neither by the leasing agent nor Planning & Community Development Department, of the current zoning restriction for our type of business for this location during our many meetings with them. It wasn't until recently (after the execution of the lease), that we were informed of the current zoning restrictions.

We currently own multiple nail salons in central Florida and have been in the nail salon business for nearly ten (10) years. With the success of the current salons, we are looking to grow our business in the City of Winter Park, providing upscale and professional nail services to this area.

The following is an overview of the aforementioned location and our business:

Leased premise:

- Square footage: 2092
- Lease has been executed (please see attached).
- Term of the Agreement: Five (5) years commencing January 1, 2007 with option of two (2) additional five (5) year terms.
- Enhancements to the current location will include a remodel of the interior to fit the needs of a nail salon. An upscale design is planned to create a warm, relaxing, and inviting environment for our clientele.

Our business:

- We plan on starting with four (4) employees with myself as the store manager.
- Planned business hours will be Monday to Saturday 9am-7pm; Sunday 10am-6pm.
- While we will also provide ancillary services such as facials and waxing, our main focus is nails. Our services include, but not limited to, acrylic nails, UV gel, manicures and spa pedicures – specializing in pink & white nails.

Please feel free to contact me directly at (510) 861-2971 should you have any questions. Thank you for attention to this matter.

Sincerely,



Peter H. Bui

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING SECTION 98-146 OF ARTICLE IV, CHAPTER 98 OF
THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK
TO PROVIDE FOR RESTRICTIONS FOR PARKING VEHICLES
FOR ADVERTISING OR SELLING MERCHANDISE; PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the City of Winter Park desires to further promote the safe movement of vehicular traffic and improve the aesthetic appearance of the City; and

WHEREAS, in order to promote such interests, the City of Winter Park desires to restrict the parking of vehicles in the City for the primary purpose of advertising or selling merchandise from vehicles.

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

Section 1. Section 98-146, Article IV, Chapter 98 of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

ARTICLE IV. Stopping, Standing and Parking

Sec. 98-146. Parking for certain purposes prohibited.

No person shall **stand or** park a vehicle upon any **public or private** roadway, **public parking lot or any other public property** for the principal purpose of:

- (1) Displaying such vehicle for sale, **rental or hire;**
- (2) Washing, **polishing, painting,** greasing or repairing such vehicle, except repairs necessitated by an emergency;
- (3) **Displaying commercial advertising, but this provision shall not apply to vehicles which are regularly (at least five times per week) used for delivery services, and are otherwise legally parked, where the vehicle merely displays identifying information, logos, and similar marks of the business for which deliveries are made; neither shall this provision apply to work trucks, vans, or other vehicles actually used in the operations of a business which merely display indentifying information, logos, and similar marks of the business in which the vehicle is used; or**
- (4) **Selling merchandise from the vehicle, except in an established marketplace or when authorized or permitted by the city.**

Violation of this ordinance shall be considered a civil infraction, and a violation of the City's Code of Ordinances.

Section 2. Codification of this Ordinance is hereby directed and authorized.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. This ordinance shall become effective immediately upon its passage and adoption.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida on the ____ day of _____, 2007.

David C. Strong, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk



ORDINANCE NO. _____-07

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING SECTION 98-146 OF ARTICLE IV, CHAPTER 98 OF
THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK
TO PROVIDE FOR RESTRICTIONS FOR PARKING VEHICLES
FOR ADVERTISING OR SELLING MERCHANDISE; PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the City of Winter Park desires to further promote the safe movement of vehicular traffic and improve the aesthetic appearance of the City;

WHEREAS, in order to promote such interests, the City of Winter Park desires to restrict the parking of vehicles in the City for the primary purpose of advertising or selling merchandise from vehicles;

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

Section 1. Section 98-146, Article IV, Chapter 98 of the Code of Ordinances of the City of Winter Park, Florida is hereby amended to read as follows:

ARTICLE IV. Stopping, Standing and Parking

Sec. 98-146. Parking for certain purposes prohibited.

No person shall stand or park a vehicle upon any public or private roadway, public parking lot or any other public property for the principal purpose of:

- (1) Displaying such vehicle for sale, rental or hire.
- (2) Washing, polishing, painting, greasing or repairing such vehicle, except repairs necessitated by an emergency.
- (3) Displaying advertising.
- (4) Selling merchandise from the vehicle, except in an established marketplace or when authorized or permitted by the city.

Section 2. Codification of this Ordinance is hereby directed and authorized.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. This ordinance shall become effective immediately upon its passage and

adoption.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida on the _____ day of _____, 2007.

David C. Strong, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

ORDINANCE NO. 2697-07

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE PROPERTY AT 2605 BRADEN DRIVE AND THAT PORTION OF THE BRADEN AVENUE RIGHT-OF-WAY LYING SOUTH THEREOF, MORE PARTICULARLY DESCRIBED HEREIN.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Section 1.02 "Corporate Limits Described," of the Charter Laws of the City of Winter Park be hereby amended and modified so as to annex the property at 2605 Braden Drive and that portion of the right-of-way of Braden Drive lying south thereof, more particularly described as follows:

Begin at the Northwest corner of Lot 9, Block B, Fairview Height Replat, as recorded in Plat Book "M", Page 89 of the Public Records of Orange County, Florida; run south 50 feet to the southwest corner of Lot 9; thence east 38.81 feet along the south line of said Lot 9; thence north 38°26'56" west 63.25 feet to the northwest corner of said Lot 9, and the point of beginning. Tax ID # 11-22-29-2618-02-090

Also that portion of the right-of way of Braden Drive lying south of the above described property as it exists in between the rights-of-way of Wymore Road and Interstate Four.

SECTION 2. This ordinance shall take effect immediately upon its adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of March, 2007.

Mayor David C. Strong

Attest:

City Clerk Cynthia Bonham

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA VACATING AND ABANDONING THAT PORTION
OF THE BRADEN AVENUE RIGHT-OF-WAY LYING SOUTH
OF 2605 BRADEN DRIVE, MORE PARTICULARLY
DESCRIBED HEREIN.**

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That the portion of the Braden Drive right-of-way lying south of 2605 Braden Drive (Tax ID # 11-22-29-2618-02-090) per the plat of Fairview Heights Replat as recorded in Plat Book "M", Page 89 of the Public Records of Orange County, Florida, as it exists east of the right-of-way of Wymore Road and west of the right-of-way of Interstate Four is hereby vacated and abandoned as a public right-of-way and street.

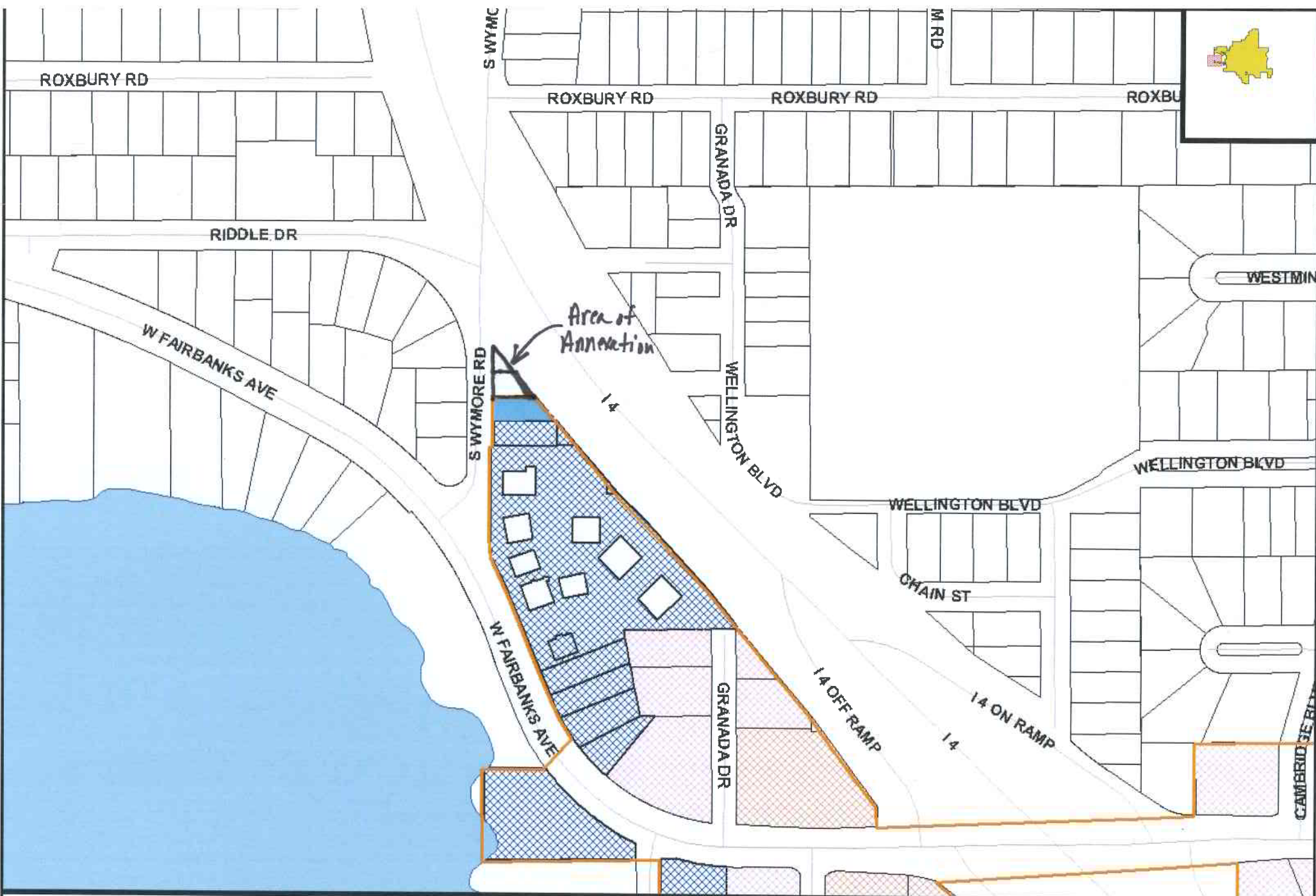
SECTION 2. This ordinance shall take effect immediately upon its adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of March, 2007.

Mayor David C. Strong

Attest:

City Clerk Cynthia Bonham



2605 Braden Drive Annexation

1 in. = 247.7 feet



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. Lindsay Builder, Jr., Esq. and
Paul D. Johnson, Jr., Esq.
Graham Builder Jones Pratt & Marks, LLP
P.O. Box 1690
Winter Park, FL 32790
(407) 647-4455

and

R. Dean Cannon, Jr., Esq. and
James F. Johnston, Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

and

James Edward Cheek, III. Esq.
Winderweedle Haines Ward Woodman, PA
P.O. Box 880
Winter Park, FL 32790
(407) 423-4246

For Recording Purposes Only

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of November, 2006 by and between **CAROLYN FRANKLIN TRUST, under agreement dated June 11, 1989**, a trust operating under the laws of Florida, whose business address is 334 Wymore Road South, Winter Park, Florida, its approved successors and assigns, collectively referred to hereinafter as "FRANKLIN," and the **STACY J. THORNTON REVOCABLE TRUST** dated May 23, 2000, a trust operating under the laws of Florida, whose business address is 2295 S. Hiawasse, Suite 203, Orlando, Florida, its approved successors and assigns, collectively referred to hereinafter as "THORNTON", and **THE CITY OF WINTER PARK, FLORIDA**, a Municipality of the State of Florida, whose business address is 401 Park Avenue South, Winter Park, Florida 32789, referred to hereinafter as "CITY."

RECITALS

1. FRANKLIN owns approximately .29 acres of property currently located in the CITY, described and depicted in Exhibit "A", attached to and incorporated in this Agreement (hereafter referred to as the "Franklin Property"). The Franklin Property is zoned O-2 with a current Winter Park Comprehensive Plan land use designation of commercial.

2. THORNTON owns approximately .2 acres of property currently located in unincorporated Orange County, Florida, described and depicted in Exhibit "B" attached to and incorporated in this Agreement (hereinafter referred to as the "Thornton Property"). The Thornton Property is zoned residential with a current Orange County comprehensive plan designation of residential.

3. Between the Franklin Property and the Thornton Property is a 50 foot wide right-of-way known as Braden Drive which is depicted in Exhibit "C" attached to and incorporated in this agreement (hereinafter referred to as the "Braden Drive right-of-way.") The Braden Drive right-of-way is currently located in unincorporated Orange County.

4. FRANKLIN is in the process of constructing a professional office building on the Franklin Property (hereinafter referred to as the "Franklin Property Improvements"). Prior to obtaining building permits for the construction, FRANKLIN entered into a "Use Agreement" for the Braden Drive right-of-way with Orange County, Florida. (A copy of the Use Agreement is attached hereto as Exhibit "D".) The Use Agreement purports to grant certain rights to FRANKLIN to use the Braden Drive right-of-way, but does not convey fee title to the Braden Drive right-of-way nor does it constitute a lease-hold interest in the Braden Drive right-of-way.

5. FRANKLIN provided the CITY with a copy of the Use Agreement (among other materials) in the process of obtaining building permits to commence construction of the Franklin Property Improvements. FRANKLIN also submitted drawings to the CITY showing the location of parking spaces and on-site retention, which are necessary under the CITY'S code to facilitate construction of the Franklin Property Improvements that lie within and across the center line of the Braden Drive right-of-way. The CITY granted FRANKLIN building permits to commence construction of the Franklin Property Improvements based on an understanding that the proposed parking met the CITY'S land development code minimum parking and retention requirements (land must be held in fee-simple title or be subject to parking use under a duly executed and acknowledged instrument of at least five years in length in its initial term (City Code § 58-81(4)(c)(10).)

6. FRANKLIN has completed significant construction of the Franklin Property Improvements pursuant to the building permits issued to her by the

CITY, but the CITY has recently become aware that the land proposed to be used by FRANKLIN to accommodate the required number of parking spaces and accommodate the required on-site retention for her construction improvements fails or may fail to comply with the CITY's code. Accordingly, the CITY notified FRANKLIN that the CITY may be unable to issue FRANKLIN a certificate of occupancy ("CO") until and unless she possesses adequate interest in land used for parking and retention so as to comply with the CITY's code.

7. THORNTON contends that the construction of the parking spaces and retention on the Franklin Property within the Braden Drive right-of way, if constructed as presently planned and without any further action by the parties, would constitute an infringement of THORNTON's property interests insofar as THORNTON has property interest in the northern half of the Braden Drive right-of-way, among other rights and interests.

8. FRANKLIN, though unintentionally and acting in good faith, procured building permits inconsistent with the CITY'S land development code and that the CITY, though unintentionally and acting in good faith, granted building permits to FRANKLIN even though her proposed development failed to comply with the CITY'S code, both of which actions, THORNTON believes, infringe on THORNTON's property rights and other interests.

9. The CITY has determined that it is feasible to annex the Thornton Property, including the Braden Drive right-of-way, into the CITY.

10. FRANKLIN has determined that it is beneficial for the Thornton Property, including the Braden Drive right-of-way, to be annexed into the CITY, the Braden Drive right-of-way to be vacated, and the land necessary for parking spaces and on-site retention to accommodate the construction on the Franklin Property be transferred in fee simple from THORNTON to FRANKLIN.

11. THORNTON has determined that its proposed use of the Property as provided herein below for outdoor advertising and the transfer of all or a portion of the Thornton Property to FRANKLIN to accommodate construction of the Franklin Property Improvements will be facilitated by the CITY's annexation of the Thornton Property and the vacation of the Braden Drive right-of-way by the CITY, all of which will confer a substantial economic benefit to the CITY and to FRANKLIN, so long as the CITY grants THORNTON permission to erect, maintain, and operate one outdoor advertising sign on the Thornton or Franklin Property (but not both.)

12. In addition to the benefit conferred on the CITY by annexing the Thornton Property, vacation of the Braden Drive right-of-way, and the dedication of the northern half of the vacated Braden Drive right-of-way to FRANKLIN so as to cure FRANKLIN'S insufficient land for parking spaces and on-site retention and the CITY'S potential liability, if any, for either improperly issuing FRANKLIN building permits, the potential future delay in issuance or failure to issue a

Certificate of Occupancy to FRANKLIN, or both, THORNTON further agrees to either

(1) remove or cause to be removed an amount of outdoor advertising signage within the City equivalent to the amount to be constructed, or

(2) pay or otherwise compensate the City for the appraised fair market value of such outdoor advertising signage, or

(3) a combination of removal of outdoor advertising signage within the City and payment of compensation or other consideration,

in order to be consistent with the City's practice, policy, and goal to reduce, relocate, or reconfigure outdoor advertising in a manner which will improve the overall aesthetic appearance of the City.

13. But for the execution of this Agreement generally, and the linking of the annexation to all the conditions of this Agreement, THORNTON would not agree to the voluntary annexation of the Thornton Property.

14. Therefore, in reasonable reliance upon the provision of municipal services and other inducements to annex as set forth in this Agreement, THORNTON has filed, or will file, with the CITY (1) a Petition for Voluntary Annexation pursuant to 171.044, Florida Statutes; (2) an application for amendment to the CITY's Comprehensive Plan to a commercial land use; (3) an application for Rezoning to a commercial zoning classification; and (4) a request to vacate the Braden Drive right-of-way.

15. THORNTON and CITY believe that it is in the best interest of each party to enable the Thornton Property to continue to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Winter Park, Florida, and, therefore, THORNTON and CITY agree that this Agreement is entered into under the CITY's proprietary, and not governmental, capacity; provided, however, that nothing contained in this Agreement is intended to waive the CITY's sovereign immunity or be inconsistent with Section 768.78, Florida Statutes.

16. The parties hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the parties in accordance with their terms; provided, however, that CITY is subject to certain restrictions and limitations by law in its ability to commit to future conduct which would be the subject of action by future commissions and under future budget years, and those restrictions and limitations are acknowledged by the parties hereto.

17. The agreement of the CITY to provide inducements as set forth in

this Agreement (including land use approvals) and be bound by this Agreement, as well as the CITY's assurance to THORNTON that this Agreement is enforceable against the CITY and that the CITY will not seek to thwart enforcement based on any claim of invalidity, are all material inducements to THORNTON to enter into this Agreement, and THORNTON would not voluntarily annex into the CITY or enter into this Agreement but for such agreement and assurances by the CITY.

18. THORNTON is willing to annex into the CITY, subject to amendment of the CITY's Comprehensive Plan and Future Land Use Map to designate the Thornton Property as set forth herein, and consistent therewith zone the Thornton Property as set forth herein in accordance with applicable CITY requirements.

19. The agreement of THORNTON to annex the Thornton Property into the CITY, to use the Thornton Property as set forth in this Agreement, to compensation or offset for the new outdoor advertising signage as set forth in Paragraph 12 above, and to transfer part of the Thornton Property to FRANKLIN are material inducements for the CITY to enter into this Agreement and the CITY would not enter into this Agreement but for such agreement and assurances by THORNTON.

20. The agreement of the CITY to annex the Braden Drive right-of-way into the CITY and vacate the right-of-way and THORNTON's agreement to transfer a portion of the Thornton Property to FRANKLIN to accommodate the parking and on-site retention required for FRANKLIN's development are material inducements for FRANKLIN to enter into this Agreement, and FRANKLIN would not enter into this Agreement but for such agreement and assurances by the CITY and THORNTON.

21. The parties agree that this Agreement constitutes an agreement regarding the development of property preceding any plan amendment or rezoning of the Thornton Property, and THORNTON's and CITY's duties hereunder constitute a preceding inducement for rezoning.

22. The CITY, FRANKLIN, and THORNTON all desire to seek a mutually beneficial and amicable resolution of the conflicts, inequities, and uncertainties as to the rights of the various parties as set forth above and to avoid the delays and expenses associated by litigation and to avoid economic losses to the CITY, THORNTON and FRANKLIN, and therefore to achieve those ends, the parties enter into this Agreement.

ACCORDINGLY, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS AND EXHIBITS ARE PART OF AGREEMENT.

The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part hereof.

SECTION 2. AUTHORITY. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the CITY's Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement.

SECTION 3. ANNEXATION. THORNTON has filed or will file a Petition for Voluntary Annexation of the Thornton Property, including the Braden Drive right-of-way, and the annexation contemplated thereby is conditioned upon the prior or concurrent adoption of this Agreement. The CITY has initiated, or will initiate, the process to accomplish the annexation in accordance with law. THORNTON is willing to annex the Thornton Property, including the Braden Drive right-of-way, in return for the CITY's agreement to agree to the following:

3.1. Orderly Development of Land Uses on the Property. The parties agree that the orderly, comprehensively planned and integrated development of the Property is in the best interest of THORNTON and the CITY. THORNTON has submitted, or will submit, applications for the rezoning and the adoption of a Comprehensive Plan amendment and Future Land Use Map designation for the Thornton Property. While the CITY cannot legally by contract approve such uses, the CITY agrees to hold all necessary hearings to process the adoption of the Comprehensive Plan amendment and rezoning submitted by THORNTON, consistent with due process requirements. The Future Land Use and zoning designations are attached to and incorporated in this Agreement as Exhibit "E", and the CITY hereby finds that the proposed Plan amendment and rezoning are consistent with the CITY's existing Comprehensive Plan and Land Development Code.

3.2 Submittal of Applications and Documentation. THORNTON has submitted, or will submit, to the CITY such applications and other documentation and shall comply with such other procedures as may be normally and customarily required by the CITY for comprehensive plan amendments, rezonings, plats, site plans and other development approvals or permits.

3.3. Annexation. THORNTON has filed or otherwise does hereby Petition for Voluntary Annexation of the Thornton Property, including the Braden Drive right-of-way, conditioned upon the prior or concurrent adoption of this

Agreement, and the zoning requested herein. The CITY has initiated, or will initiate, the process to accomplish the annexation, land use map amendment and requested zoning in accordance with law, but does not promise to approve such land use map amendment or zoning, however, in the event that THORNTON is unable to obtain the zoning requested herein, CITY agrees to de-annex the Thornton Property, including the Braden Drive right-of-way, and this Agreement will terminate with no further obligations, rights or duties for the parties except that THORNTON shall pay all outstanding costs as described above, that the CITY has incurred to the date of termination of this Agreement, and after such payment, the CITY shall return any deposits and impact fees it has collected.

3.4. Land Use Approvals. CITY agrees that the future Land Use Map designation and zoning being applied for by THORNTON for the Thornton Property and that which exists on the Franklin Property will permit the erection, maintenance and operation of outdoor advertising signage, as described in more detail in Section 4 below.

SECTION 4. OUTDOOR ADVERTISING SIGN.

4.1. Enhancement Of City's Aesthetically Sensitive Areas. THORNTON agrees that, at its expense, it will permanently remove or cause to be removed an amount of outdoor advertising signage within the City equivalent to the amount to be constructed, or pay or otherwise compensate the City for the appraised fair market value of such outdoor advertising signage, or a combination of removal of outdoor advertising signage within the City and payment of compensation or other consideration, prior to the commencement of construction of any improvements on the Thornton Property related to the display of outdoor advertising. The failure on the part of THORNTON to remove this outdoor advertising or satisfy this provision within twelve (12) months from the date of this Agreement will render this entire Agreement null and void; provided, however, that FRANKLIN shall retain title to the entire area formerly occupied by the Braden Drive right-of-way.

4.2. Outdoor Advertising Provisions.

(A) The CITY agrees to permit the erection, maintenance, and operation of a new outdoor advertising sign on the Thornton Property or the Franklin Property (but not both), oriented to Interstate Four, exclusively by THORNTON and its subcontractors. The new outdoor advertising sign ("outdoor advertising sign") shall be no larger than 672 square feet of advertising area per face, excluding any embellishments permitted by Chapter 14-10 of the Florida Statutes and may have tri-vision or electrical display devices on each face. The overall height of the outdoor advertising sign structure shall not exceed 50 feet in height above the crown of the road of Interstate Four adjacent to the outdoor

advertising sign, excluding any embellishments permitted by Chapter 14-10 of the Florida Statutes.

(B) The CITY hereby agrees to accept application for and approve building and electrical permits for the new sign structure, provided all aspects meet the CITY's current structural building code. The CITY agrees to cooperate with THORNTON's efforts to acquire Florida DOT outdoor advertising permits, including the completion of any forms required by Florida DOT for the issuance thereof. The CITY shall not be required to approve final inspection(s) on the new outdoor advertising sign until THORNTON has removed the required outdoor advertising copy as provided in paragraph 4.1 above. THORNTON will provide the CITY with written notification of the date the required outdoor advertising copy has been removed.

(C) The parties acknowledge that THORNTON is responsible for acquiring Florida DOT outdoor advertising permits for the new sign structure. A failure by THORNTON to obtain these permits within twelve (12) months after execution and approval of this Agreement shall, unless otherwise agreed to in writing, render this Agreement null and void and each party shall be released from all obligations hereunder, provided, however, that Franklin shall retain title to the area formerly occupied by the Braden Drive right-of-way.

4.3. Condemnation Provisions. Should any governmental entity undertake any partial or total condemnation involving land, signs or other improvements owned by THORNTON, then THORNTON shall be entitled to the full compensation due to them as permitted by law. Pursuant to F.S. 70.20 *Balancing of Interests*, the CITY hereby agrees to the extent required by law to work with THORNTON toward a possible relocation/reconstruction solution if possible, should any condemnation referenced herein arise.

4.4. Visual Access. The CITY agrees not to install any vegetation within the public rights-of-way within one thousand (1000') feet of either side of the sign faces referenced above on the Thornton Property that would significantly impair the visibility of the outdoor advertising sign to traffic traveling on Interstate Four.

SECTION 5. PROPERTY OWNERS AGREEMENTS.

5.1. VACATION OF BRADEN DRIVE RIGHT-OF-WAY. THORNTON has filed, or will file, an application with the CITY to vacate the Braden Drive right-of-way. CITY agrees to consider the vacation application concurrently with the annexation, comprehensive plan amendment and rezoning applications for the Thornton Property. While the CITY cannot legally by contract approve such vacation, the CITY agrees to hold all necessary hearings to

process the adoption of the right-of-way vacation submitted by THORNTON consistent with due process requirements and the CITY hereby finds that the right-of-way vacation is consistent with the CITY's existing code.

5.2. TRANSFER OF PROPERTY. Within ten (10) days of the CITY's final approval of the annexation of the Thornton Property, including the Braden Drive right-of-way, the comprehensive plan amendment of the Thornton Property, the rezoning of the Thornton Property and the vacation of the Braden Drive right-of-way and issuance of the building permit to THORNTON for the outdoor advertising sign as provided herein, whichever is last to occur, THORNTON will give FRANKLIN a quit-claim deed to a portion of the Thornton Property, as shown in more detail in the attached Exhibit "F", for parking spaces and on-site retention to support the construction improvements on the Franklin Property. FRANKLIN agrees that the property it receives from THORNTON will only be used for parking and on-site retention, as is shown in the construction plans approved by the CITY. CITY agrees that when FRANKLIN obtains title to the property shown in Exhibit "F", FRANKLIN will possess sufficient land for parking and on-site retention so as to comply with the CITY's code.

5.3. FRANKLIN REPRESENTATIONS. FRANKLIN agrees to support THORNTON's construction, maintenance and operation of an outdoor advertising sign as provided herein. FRANKLIN also agrees not to install any structures or vegetation on the Franklin Property (or the Thornton Property after quit claim) that would significantly impair the visibility of the outdoor advertising sign to traffic traveling on Interstate Four.

5.4. ISSUANCE OF CERTIFICATE OF OCCUPANCY. In order to facilitate and not delay completion of the Franklin Property Improvements, CITY agrees to issue FRANKLIN a Certificate of Occupancy ("CO") for the Improvements even though all the actions called for in this Agreement may not have yet occurred or been satisfied at the time of issuance of said CO, provided, however, that such issuance of a CO shall occur only if FRANKLIN shall otherwise satisfy all the City's requirements which are not the subject of this Agreement. FRANKLIN and the CITY agree, however, that the issuance of any CO and the occupancy of the Franklin Property Improvements are conditioned upon the diligent completion of all the parties' obligations in the Agreement using their reasonable best efforts and without unreasonable delay.

SECTION 6. FORCE MAJEURE. CITY shall not be liable or responsible to THORNTON or FRANKLIN by reason of the failure or inability of CITY to take any action it is required to take or to comply with the requirements imposed hereby or for any injury to THORNTON or FRANKLIN or by those claiming by or through THORNTON or FRANKLIN, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth. The term "force majeure" as employed herein shall mean acts of god, strikes, lock-outs or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of

armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps or pipe lines, landslides, earthquakes, droughts, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as numerated herein, not within the sole control of CITY and which by exercise of due diligence CITY is unable to overcome.

SECTION 7. TERM; CONDITIONS SUBSEQUENT. This Agreement and the annexation contemplated herein shall become effective upon the execution of this Agreement, but the obligations of the parties hereunder are subject to adoption, completion of and expiration of an applicable appeals period of the following events, whichever last occurs:

- (1) Ordinance annexing the Thornton Property, including the Braden Drive right-of-way,
- (2) Ordinance amending the CITY's Comprehensive Plan as specified in this Agreement,
- (3) Ordinance rezoning the Thornton Property as specified in this Agreement,
- (4) Ordinance vacating the Braden Drive right-of-way, and
- (5) Adoption and implementation of all documents reasonably necessary to implement Sections 4 and 5 hereof.

Should all the items set forth above not occur as contemplated in this Agreement, then the parties shall be relieved of their respective obligations under this Agreement and returned to their respective positions prior to entering into the Agreement, including without limitation the Thornton Property shall be deannexed to the extent deannexation is permitted under applicable law.

SECTION 8. DEFAULT; ENFORCEMENT. A default by any party under this Agreement shall entitle the other parties to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance. In the event any party is required to enforce this Agreement, by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other parties all costs incurred, including reasonable attorneys' fees at all pre-trial, trial, appeal and alternative dispute resolution levels. The CITY reserves and does not waive the defenses and immunities

provided to it by Florida or other applicable law, including, without limitation, sovereign immunity.

SECTION 9. EFFECT OF THIS AGREEMENT ON PRIOR AGREEMENTS AND METHOD OF AMENDMENT. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between the parties. No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 10. LAWS OF FLORIDA TO GOVERN / VENUE. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be Orange County, Florida.

SECTION 11. WARRANTY OF AUTHORITY TO EXECUTE AGREEMENT. The person executing this Agreement on behalf of each party has the authority to bind the party to the terms and provisions of this Agreement.

SECTION 12. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

SECTION 13. RECORDING OF AGREEMENT. A copy of this Agreement shall be recorded by THORNTON at THORNTON's expense, in the Public Records of Orange County, Florida, upon taking effect.

SECTION 14. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 15. CONFLICT WITH LAWS. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any CITY ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then CITY ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order.

SECTION 16. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 17. WAIVER; REMEDIES. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

SECTION 18. EXHIBITS. The exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 19. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the following addresses:

AS TO CITY: City of Winter Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

COPY TO: James Edward Cheek, III, Esquire,
City Attorney
City of Winter Park.
Winderwee Haines Ward Woodman, PA
P.O. Box 880
Winter Park, FL 32790

AS TO TRUST: Stacy J. Thornton
2295 South Hiawasse Road
Suite 203
Orlando, FL 32835

COPY TO: R. Dean Cannon, Jr. Esquire and
James F. Johnston, Esquire.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

AS TO FRANKLIN: Carolyn Franklin
334 Wymore Road South
Winter Park, Florida 32790

COPY TO: J. Lindsay Builder, Esquire and
J.J. Johnson, Esquire
Graham Builder Jones
P.O. Box 1690
Winter Park, FL 32790

SECTION 20. SUCCESSORS AND ASSIGNS. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the CITY, THORNTON and FRANKLIN and their respective successors in interest, and the terms and conditions of this Agreement similarly shall be binding upon the Thornton Property and Franklin Property and shall run with title to the same.

IN WITNESS WHEREOF, THORNTON, CITY and FRANKLIN have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

Signed, sealed and delivered before these witnesses:

Linda Seaman
(Signed)

LINDA SEAMAN
(Printed)

[Signature]
(Signed)

Michelle Berry
(Printed)

TRUST:

STACY J. THORNTON REVOCABLE TRUST, DATED MAY 23, 2000

By: Stacy Thornton
Stacy J. Thornton, Trustee

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by STACY J. THORNTON, Trustee of the Stacy J. Thornton Revocable Trust as TRUSTEE, known to me to be the person described in and who executed the foregoing, this 8th day of JANUARY, 2007. She is personally known to me or has produced D.L. (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of JANUARY, 2007.

Notary Public: Linda T. Seaman

[SEAL]

My Commission Expires:



Linda T. Seaman
Commission # DD409232
Expires May 4, 2009
Bonded They Pain - Insurance, Inc. 800-998-7019

Signed, sealed and delivered before these witnesses:

Linda Seaman
(Signed)

LINDA SEAMAN
(Printed)

Michelle Berry
(Signed)

Michelle Berry
(Printed)

FRANKLIN:

CAROLYN FRANKLIN TRUST, u/a/d
June 11, 1989

By: Carolyn Franklin
Its: _____

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by CAROLYN FRANKLIN, as _____, known to me to be the person described in and who executed the foregoing, this 12th day of JANUARY, 2006. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of JANUARY 2007.

Notary Public

Linda T. Seaman

[SEAL]



Linda T. Seaman
Commission # DD409232
Expires May 4, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

My Commission Expires:

ATTEST:

Cynthia Bonham
Cynthia Bonham City Clerk

CITY OF WINTER PARK, FLORIDA,
a Florida municipal corporation

APPROVED AS TO FORM:

Tripp Cheek
Tripp Cheek, City Attorney

By:

DAVID C. STRONG Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by DAVID C. STRONG, as MAYOR, known to me to be the person described in and who executed the foregoing, this 2nd day of January, 2007. He/she is personally known to me or has produced [Signature] (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 2007.

Notary Public

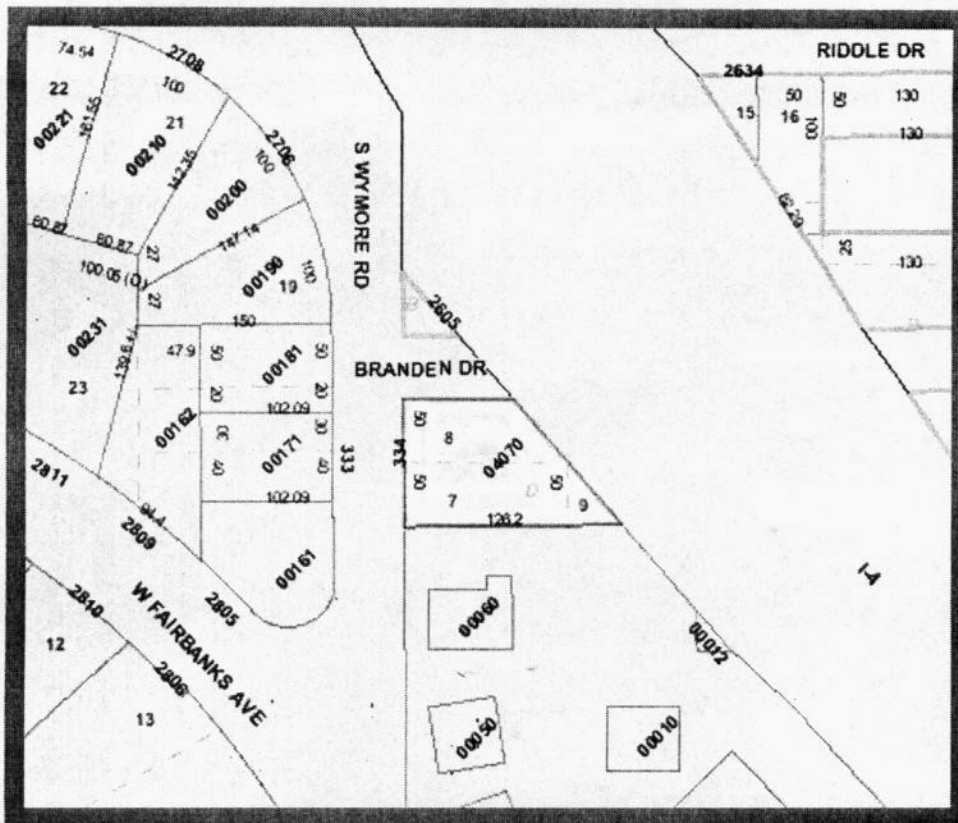
Linda T. Seaman

[SEAL]

My Commission Expires:



Linda T. Seaman
Commission # DD409232
Expires May 4, 2009
Bonded Troy Pain - Insurance, Inc. 800-365-7019



Parcel ID: 112229261804070

0 75 ft

This map is for reference only and is not a survey.

Copyright 2006. Orange County Property Appraiser.

PARCEL ID

11-22-29-2618-04-070

STREET ADDRESS

334 S WYMORE RD

OWNER NAME (1)

FRANKLIN CAROLYN L TR

MAILING ADDRESS

1485 WESTCHESTER AVE

CITY, STATE, ZIP

WINTER PARK, FL. 32789-5551

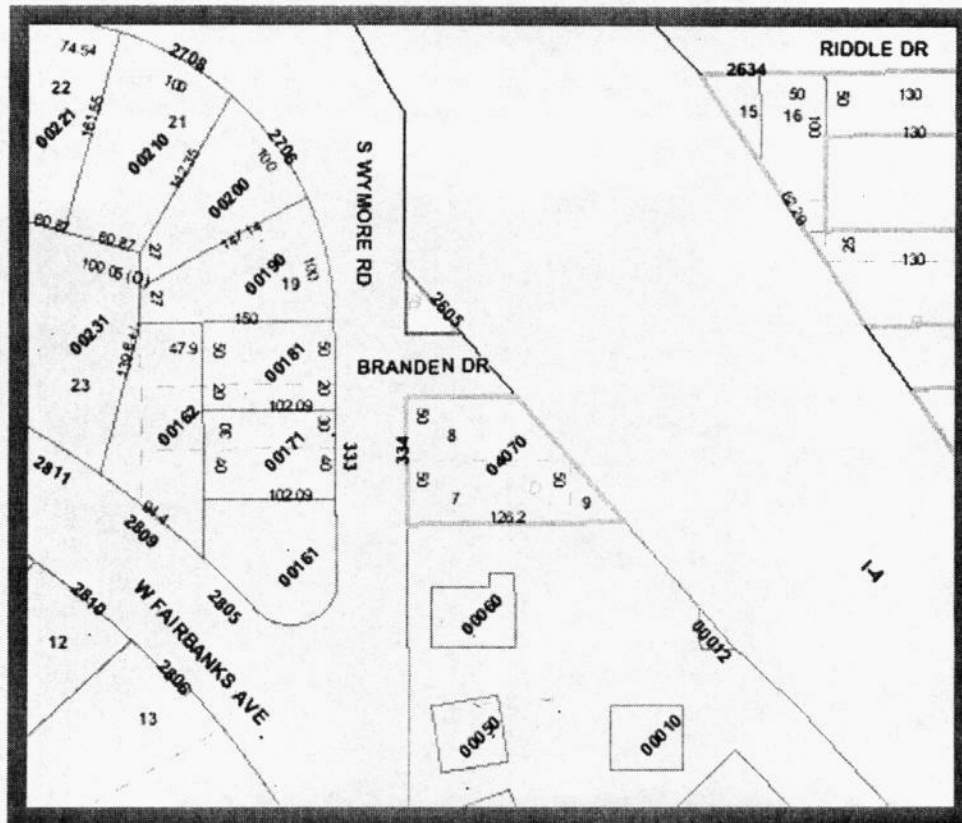
Legal

Description:

View Plat

FAIRVIEW HEIGHTS REPLAT M/89 LOT 7 (LESS BEG NE COR RUN S 11.75 FT NWLY 14.87 FT E 9.21 FT TO POB) & LOT 8 (LESS E 48.53 FT MEASURED ON N & 9.21 FT MEASURED ON S) & BEG SW COR OF LOT 9 RUN N 38.28 FT SELY 48.42 FT TO S LINE W 30 FT TO POB ALL IN BLK D & INT IN LAKE LOT AS PER DEED BK 250/22 BEING LOT 74 (LESS S 150 FT) OF FAIRVIEW HEIGHTS PB J/20

Exhibit "A"



Parcel ID: 112229261802090

0 75 ft

This map is for reference only and is not a survey.

Copyright 2006. Orange County Property Appraiser.

PARCEL ID

11-22-29-2618-02-090

STREET ADDRESS

2605 BRADEN DR

OWNER NAME (1)

THORNTON STACY J TR

MAILING ADDRESS

2295 S HIAWASSEE RD STE 203

CITY, STATE, ZIP

ORLANDO, FL. 32835-8746

Legal

Description:

View Plat

FAIRVIEW HEIGHTS REPLAT M/89 BEG NW COR LOT 9 BLK B RUN S 50 FT TO SW COR E 38.81 FT N 38 DEG W 63.25 FT TO BEG & INT IN LAKE LOT AS PER DEED BK 250/22 BEING LOT 74 (LESS S 150 FT)

Exhibit "B"

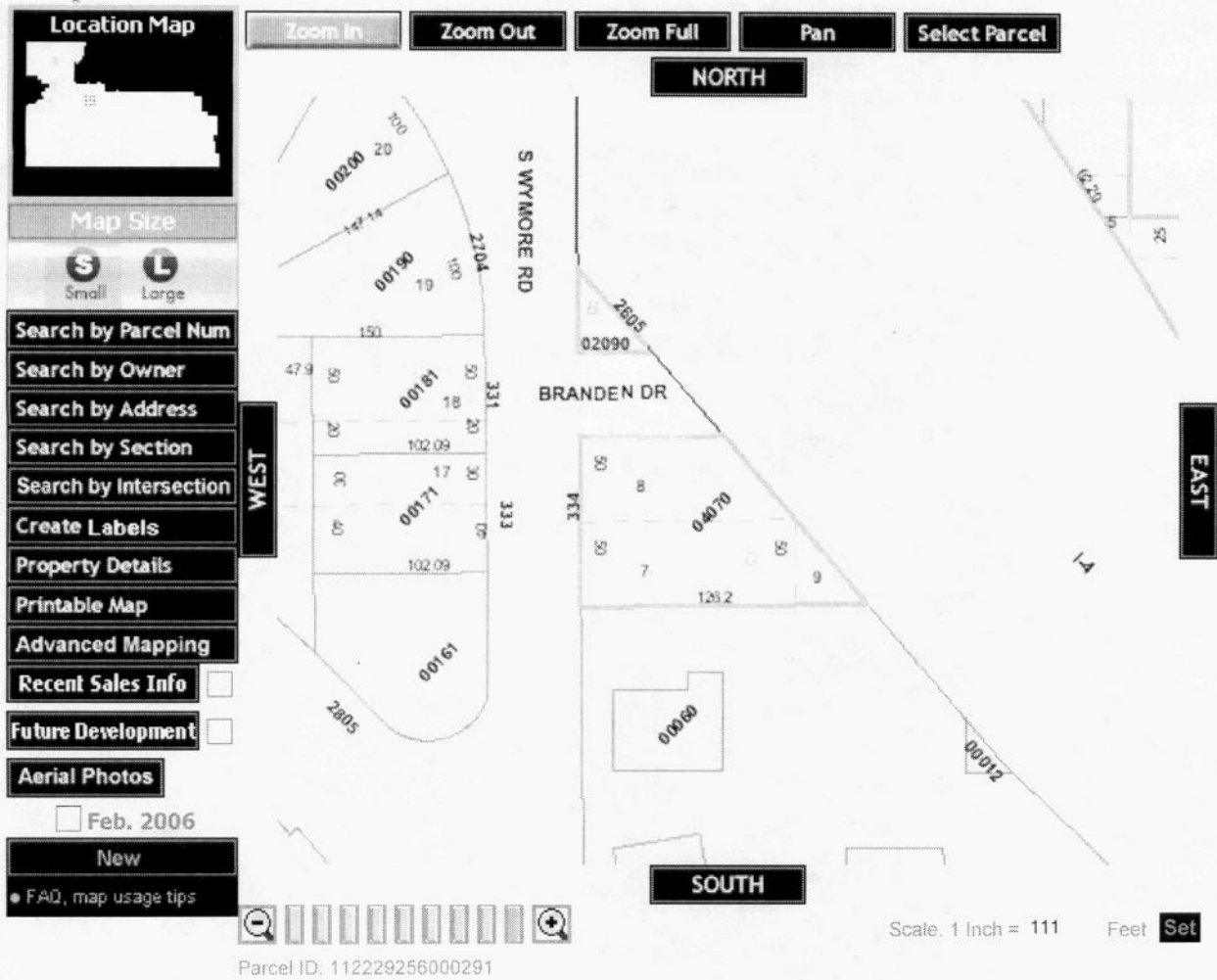


Exhibit "C"

**PUBLIC WORKS DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION
REQUEST FOR COUNTY CHAIRMAN'S APPROVAL**

June 21, 2004

Request execution and authorization to record a Use Agreement for Carolyn Franklin, Inc. that will guarantee the installation, construction and maintenance of the landscaping, paving, irrigation, lighting and brick pavers. All work will be completed according to the Orange County Standards and Regulations. District 5.

Approved by:


Richard T. Crotty, Orange County Chairman

6/23/04
(Date)

Please notify Diana Almodovar at (407) 836-7907 to arrange for pick-up.

Attachment

Blue - Chairman

Green - Clerk

Red - Notary

EXHIBIT "D"

WHEREAS, County requires that the Owner be responsible for the fulfillment of certain commitments and covenants to assure the perpetual and continuous maintenance of any such Improvement(s) which commitments and covenants are more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** County shall issue a Permit to the Owner subject to the terms of this Agreement. Owner shall not, while installing or maintaining the Improvement(s), damage or disturb any portion of the Dedicated Areas without prior written approval by County and County's prior written approval of a plan to restore the Dedicated Areas. Nothing contained herein or by virtue of the issuance of a Permit shall give or grant the Owner any ownership rights to any portion of the Dedicated Areas.
3. **IMPROVEMENTS.** The Improvement(s) shall be established and maintained in such a manner as will not interfere with the use of the Dedicated Areas by the public nor create a safety hazard on such Dedicated Areas. If the County determines that the Improvement(s) do present a safety hazard, then the Owner, at its sole expense, shall relocate the Improvements in such a manner so as to eliminate the hazard, to the satisfaction of the County.
4. **REMOVAL/RELOCATION.** If, in the opinion of the County, the Improvement(s) interfere with any construction, reconstruction, alteration or improvement(s) which

the County desires to perform on, around or under the Dedicated Areas; or, if the Florida Department of Transportation requests removal for any reason, the Owner, upon receipt of a written notice from the County, shall remove or relocate the Improvement(s) as requested by the County within thirty (30) days of receipt of said notice, or within thirty (30) days of the first date of publication of legal notice, which publication shall appear in not less than two weekly issues of a newspaper of general circulation in Orange County. Any such relocation or removal of the Improvement(s) shall be at the sole expense of the Owner.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Orange County from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of, or resulting from, the performance of their operations under this Agreement. Owner shall indemnify and hold harmless the County (and any governmental body or utility authority properly using the Dedicated Areas) from and against all expenses, costs or claims for any damages to the Improvement(s) which may result from the use of the right-of-way by the County or other governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas.
6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, the Owner shall obtain and possess Commercial General Liability coverage for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$100,000 Combined Single Limit (CSL) or its

equivalent. Prior to commencing operations under this Agreement, the Owner shall provide Certificates of Insurance to the County to verify coverage. The name of the project for which the Improvement(s) are to be installed and the type and amount of coverage provided, shall be clearly stated on the face of the Certificates of Insurance.

The insurance coverage shall name Orange County as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to the County.

7. **RECORDING.** It is intended that this Agreement shall be recorded in the Public Records of Orange County, Florida. Upon execution of this Agreement, the Owner agrees to pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.

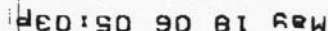
8. **COVENANTS RUNNING WITH THE LAND.** It is intended that the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, their heirs, personal representatives, successors and assigns. Owner declares that the Property described in this Agreement and any portion thereof shall be held, sold and conveyed subject to the provisions of this Agreement. This Agreement shall insure to the benefit of and be enforceable by the County, its respective legal representatives, successors and assigns.

9. **DURATION.** The provisions, restrictions and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions and covenants is approved by a majority of the Orange County Board of County Commissioners, and Owner. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, the County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Owner. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida.
10. **AMENDMENT.** The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and Owner of the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Orange County, Florida.
11. **COMPLIANCE WITH APPLICABLE LAWS.** Owner shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.

12. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of the County to maintain or participate in the maintenance of the Improvement(s).
13. **EFFECTIVE DATE.** This Agreement shall take effect upon being recorded in the maintenance of the Improvement(s).

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date first above written.

Exhibit 5





BILL DONEGAN
ORANGE COUNTY PROPERTY APPRAISER
200 South Orange Avenue, Suite 1700
Orlando, Florida 32801-3438

Request for Parcel Split or Combination

PARENT PARCEL NUMBER(S)

NEW PARCEL IDENTIFICATION NUMBER(S)
(ISSUED BY MAPPING DEPT P.A. OFFICE)

SEC TWP RNG SUB PARCEL

SEC TWP RNG SUB PARCEL

11-22-29-2618-04-080

11-22-29-2618-04-070

11-22-29-2618-04-070

11-22-29-2618-04-090

CITY OF WINTER PARK

FEB 8 2008

BUILDING DIVISION

05-4731

NOTES: OWNER WISHES TO COMBINE PROPERTIES

IMP ON 04070

- Delinquent on 04080

NOTE: A parcel split / combination by this agency (Property Appraiser) is for taxation purpose only and does not imply suitability for parcel development. Please contact the appropriate land development, zoning, and/or planning department of your jurisdiction for questions concerning property development.

Signature: [Signature]
Orange County Property Appraiser's Office

Date: 9/15/05

Signature: [Signature]

Date: 9-12-05

Owner or Owner's Representative Attorney for owner, Carolyn L. Franklin, Trustee

Print Name: STEPHEN F. BROOME

Phone: (407) 420-2122

For questions regarding new parcel numbers:

Contact: Rocco Campanale, CCF, CFE
Cadastral Mapping Supervisor
Orange County Property Appraiser's Office
200 S. Orange Ave. Suite 1700
Orlando, FL 32801

Phone: 407.836.5077
Fax: 407.836.2788

FILE COPY

FUTURE LAND USE:

COMMERCIAL

ZONING:

O-2

EXHIBIT "E"

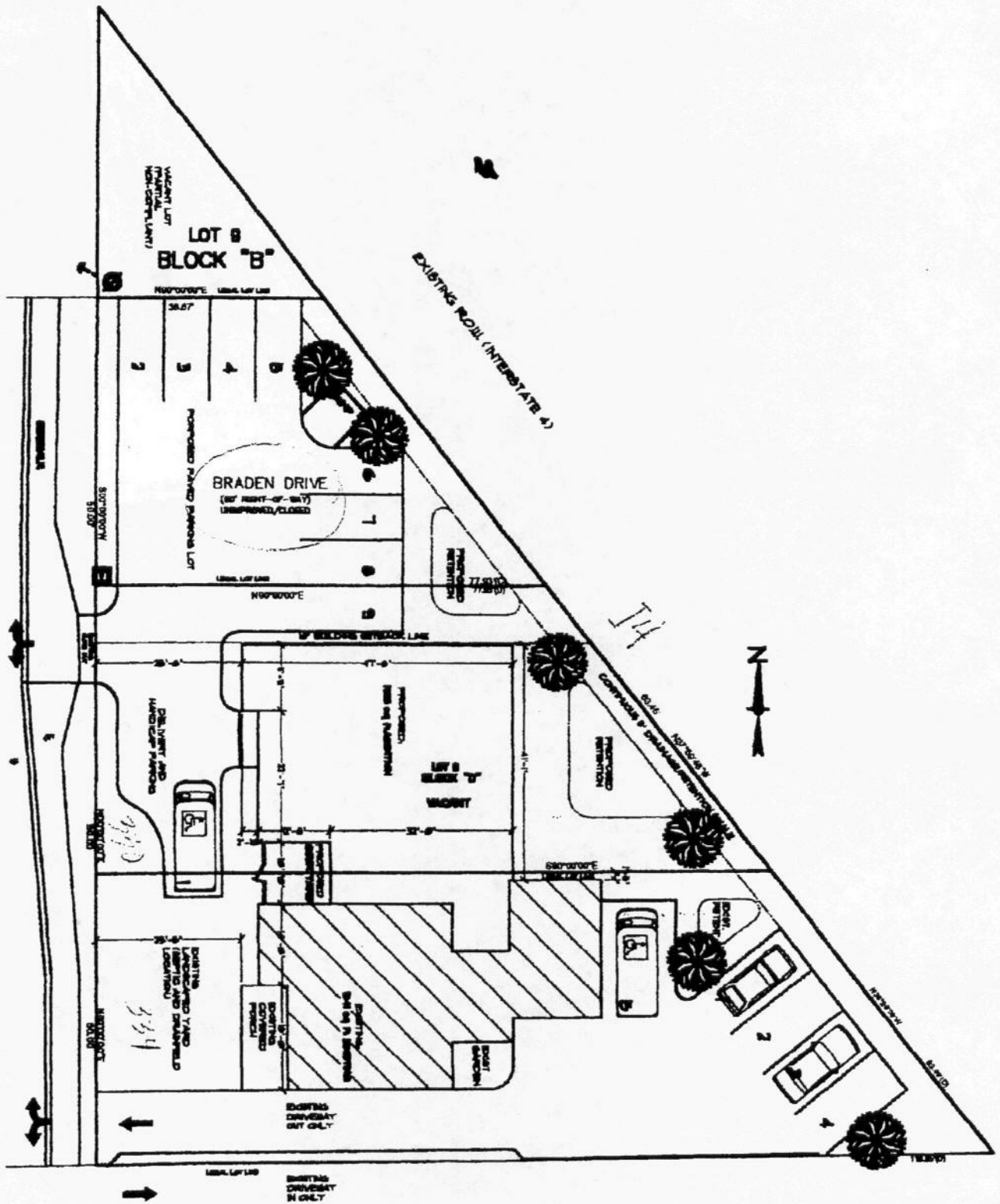


Exhibit "F"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ACQUISITION AND/OR CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY AND THE REFUNDING OF ALL OR A PORTION OF THE OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2002, OF THE CITY; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$30,000,000 WATER AND SEWER REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2007, OF THE CITY TO BE APPLIED TO FINANCE THE COST THEREOF; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM SUCH WATER AND SEWER SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, and Chapter 159, Part I, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida; Section 16T of Resolution No. 1878-04 (the "Original Resolution") of the City Commission (the "Commission") of the City of Winter Park, Florida (the "City"); and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. It is necessary and desirable to acquire and/or construct additions, extensions and improvements to the water and sewer system of the City (the "System") and to refund all or a portion of the outstanding Water and Sewer Revenue Bonds, Series 2002, of the City (the "2002 Bonds"), through the issuance of its water and sewer revenue bonds in an amount not exceeding \$30,000,000 (the "Bonds"); all in accordance with plans and specifications now on file or to be on file with the City.

B. The City will be able to comply with the provisions of Section 16T of the Original Resolution prior to the issuance of the Bonds, in order that they may be issued as additional parity bonds.

SECTION 3. AUTHORIZATION OF BONDS. The issuance by the City of not exceeding \$30,000,000 Water and Sewer Refunding and Improvement Revenue Bonds, Series 2007 (herein the "Bonds"), for the purposes above; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such other characteristics as shall be provided by subsequent resolution or resolutions of the Commission prior to their delivery; and to be secured by a prior lien upon and pledge of the net revenues derived by the City from the System, on a parity with the lien thereon in favor of the holders of the outstanding 2002 Bonds (not being refunded by the Bonds) and the outstanding Water and Sewer Revenue Bonds, Series 2004, of the City; is hereby authorized. The Commission shall adopt a specific bond resolution (including any necessary resolutions supplemental to the bond resolution), supplemental to this ordinance, setting forth the maturities of the outstanding 2002 Bonds to be refunded (or a mechanism for determining such maturities on or prior to the sale of the Bonds) and the fiscal details and other covenants and provisions necessary for the marketing, sale and issuance of the Bonds. In addition the bond resolution may establish special accounts and include provisions for the sole benefit of the holders of the Bonds, as circumstances dictate, in order to fully protect the rights of the holders of the Bonds. In the case of any inconsistency between the provisions of the Original Resolution and such bond resolution, the provisions of the bond resolution shall control.

SECTION 4. REPEAL OF INCONSISTENT PROVISIONS. All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this 26th day of February, 2007.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO AMEND WITHIN SECTION 58-65. R-1AAA LAKEFRONT DISTRICT" AND SECTION 58-66 "R-1AA AND R-1A DISTRICTS" TO ALLOW EXCLUDING ONLY FIRST FLOOR OPEN FRONT PORCHES AND FIRST FLOOR REAR OR SIDE SCREENED OR OPEN PORCHES FROM THE GROSS FLOOR AREA OF A DWELLING, PROVIDING AN EFFECTIVE DATE. (ZTA 9A:06)

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by amending within Section 58-65, "R-1AAA LAKEFRONT DISTRICT" AND SECTION 58-66 "R-1AA AND R-1A DISTRICTS" subsection (f), paragraph (1)g to read as follows:

Section 58-65 "R-1AA Lakefront District"

(f) Site and building improvement regulations.

(1) Floor area ratio.

(g) The area within an first floor open street front porch and entry shall not be included within the "gross floor area." This exclusion shall be limited to a maximum area of 520 square feet. The area within the first floor of an open or screened rear or open side porch, lanai, porte cochere or other covered area shall not be included within the "gross floor area." This exclusion shall be limited to a maximum area of 900 square feet. Properties utilizing this exemption shall record a deed covenant outlining the restrictions precluding the screening or enclosing of such porch or entry.

Sec. 58-66. R-1AA and R-1A districts

(f) Site and building improvement regulations.

(1) Floor area ratio.

(g) The area within an first floor open street front porch and entry shall not be included within the "gross floor area." This exclusion shall be limited to a maximum area of 520 square feet. The area within the first floor of an open or screened rear or open side porch, lanai, porte cochere or other covered area shall not be included within the "gross floor area." This

exclusion shall be limited to a maximum area of 900 square feet. Properties utilizing this exemption shall record a deed covenant outlining the restrictions precluding the screening or enclosing of such porch or entry.

SECTION 2. All ordinances or portions or ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 12th day of March, 2007.

Mayor David C. Strong

ATTEST:

City Clerk

**RECOMMENDATION TO THE CITY COMMISSION OF WINTER PARK
FROM
THE PLANNING AND ZONING COMMISSION**

DATE: February 13, 2007

ZMA 1:07 Request of the City of Winter Park to amend Chapter 58 "Land Development Code", Article III, "Zoning" so as to amend the Official Zoning Map so as to establish General Commercial (C-3) District zoning on the properties on Fairbanks Avenue, Kentucky Avenue, Clay Street, Cherry Street, Harold Avenue, Jackson Avenue, Nicolet Avenue and Granada Drive and to establish Single Family (R-1A) District zoning on properties on Kilshore Lane, pursuant to the annexations of these properties effective on June 1, 2003, more particularly described herein, providing for consistency with Orange County zoning, providing an effective date.

ZTA 1:07 Request of the City of Winter Park to amend Chapter 58 "Land Development Code", Article III, "Zoning" within Section 58-75 "General Commercial (C-3) District" so as to revise and modify the list of permitted and conditional uses and to amend and revise the site development standards and amending within Section 58-86 "Conditional Uses" so as to revise the expiration dates for conditional uses, providing an effective date.

RECOMMENDATION: The Planning Commission recommended unanimous **APPROVAL** of the request with a 5-0 vote to approve the proposed ordinance amending the general commercial (C-3) district zoning rules as presented by staff with modifications to amend from 30 days to 60 days the time limit for expiration of conditional uses with the understanding that the existing code allows appeals to the City Commission for extensions to the time limits based on special circumstances and to amend the front setback on the south side of Fairbanks from 25-feet to 20-feet and to establish city zoning in the west Fairbanks general area for the properties annexed June 1, 2003.



Jeffrey Briggs, Executive Secretary

ACTION BY THE CITY COMMISSION:



CITY OF WINTER PARK PLANNING & ZONING COMMISSION

Regular Meeting
Commission Chambers

February 13, 2007
7:00 pm

MINUTES

Chairman Alday called the meeting of the Planning and Zoning Commission to order at 7:00 p.m. in the Commission Chambers of City Hall, 401 Park Avenue South, Winter Park, Florida.

Present: Chairman Tom Alday, Rick Swisher, John Stevens, Patrick Doyle, and Drew Krecicki. Absent: Vice-Chair Margie Bridges. Staff: Planning Director Jeffrey Briggs, Sr. Planner Stacey Scowden and Recording Secretary Lisa M. Clark.

Approval of Minutes

Motion made by Mr. Stevens, seconded by Mr. Doyle to approve the minutes from the January 9, 2007, public hearing. Motion carried unanimously with a 5-0 vote.

PUBLIC HEARINGS

- ZMA 1:07 Request of the City of Winter Park to amend Chapter 58 "Land Development Code", Article III, "Zoning" so as to amend the Official Zoning Map so as to establish General Commercial (C-3) District zoning on the properties on Fairbanks Avenue, Kentucky Avenue, Clay Street, Cherry Street, Harold Avenue, Jackson Avenue, Nicolet Avenue and Granada Drive and to establish Single Family (R-1A) District zoning on properties on Kilshore Lane, pursuant to the annexations of these properties effective on June 1, 2003, more particularly described herein, providing for consistency with Orange County zoning, providing an effective date.
- ZTA 1:07 Request of the City of Winter Park to amend Chapter 58 "Land Development Code", Article III, "Zoning" within Section 58-75 "General Commercial (C-3) District" so as to revise and modify the list of permitted and conditional uses and to amend and revise the site development standards and amending within Section 58-86 "Conditional Uses" so as to revise the expiration dates for conditional uses, providing an effective date.

Mr. Briggs announced that there will be a combined public hearing on these two items. He stated that the process began with the annexations along West Fairbanks in 2003. He added that the City has been working on the aesthetics of Fairbanks Avenue for quite some time. He said that these ordinances are intended to implement policies of the City's new Comprehensive Plan and involve three changes to the zoning rules for properties zoned C-3. He stated that the proposed ordinance changes the list of permitted uses to eliminate any new locations for tattoo/body art businesses, fortune telling businesses and pawn shops; prohibits new locations for new or used car sales (except in the northwest quadrant of the City (17/92/Lee Road) per the Comp Plan. He said that existing car sales businesses may continue, but if closed for more than 30 days, they cannot reopen. He said that it also establishes a 25-foot street front (south side) and 15 foot street (north side) front setback on Fairbanks Avenue for new buildings in

order to allow room for pedestrian safety design, future streetscape and under-grounding of electric and other utilities.

He said that the second ordinance establishes city zoning on the annexed properties along or near West Fairbanks Avenue that were annexed on June 1, 2003. Staff recommended approval of the proposed ordinances.

Mr. Frank Hamner, 1011 Wymore Road, represented the Holler Family. He requested that the time be changed to 60 days to allow reasonable extension of car sales businesses that transition from one owner to a new owner without going thru the variance process.

Mr. Dave Pitt, 1492 Fairbanks Avenue, (Tennis Garage) stated that he agrees with the comments made by Mr. Hamner as they also relate to car repair businesses.

Mr. Don Gallagher, 631 West Morse Boulevard, spoke concerning setbacks. He said that he is concerned that the increased setbacks could take away valuable land that may be crucial for needed square footage and/or required parking.

Mr. Steve Mazzy, 1701 West Fairbanks Avenue, (Triangle Auto Parts) gave his concerns regarding the 30 day time period and also requested that the time be extended for 60 days.

Ms. Dana Harris, 533 West New England Avenue, representing the Sydgan Corporation expressed concerns about the new rules and the negative impact that they would have on property values. She said that she feels that the proposed ordinance inadvertently takes away property owner rights.

Ms. Mary Randall, Kentucky Avenue supports the greater setbacks along Fairbanks Avenue and restrictions on the car lots and other business types that detract from the area's re-development .

No one else wished to speak concerning this request. Public Hearing closed.

The Board members briefly discussed the proposed ordinance. Consensus of the Board members was to amend the C-3 ordinance to allow 60 days instead of 30 days for the expiration of conditional uses for business types such as car sales and car repair businesses. Staff clarified that the existing code contains an appeals process to the City Commission for additional time if some special case or circumstance occurred. Consensus of the Board was also to amend the front setback on the south side of Fairbanks from 25-feet to 20-feet since it was consistent with the Miller/Sellen plans and 25 feet might encourage the design of street front parking lots.

ZMA 1:07

Motion made by Mr. Krecicki, seconded by Mr. Doyle to approve the proposed ordinance amending the general commercial (C-3) district zoning rules as presented by staff with modifications to amend from 30 days to 60 days the time limit for expiration of conditional uses with the understanding that the existing code allows appeals to the City Commission for extensions to the time limits based on special circumstances and to amend the front setback on the south side of Fairbanks from 25-feet to 20-feet. Motion carried unanimously with a 5-0 vote.

ZTA 1:07

Motion made by Mr. Doyle, seconded by Mr. Swisher to establish city zoning in the west Fairbanks general area for the properties annexed June 1, 2003. Motion carried unanimously with a 5-0 vote.

**CITY OF WINTER PARK
PLANNING AND ZONING COMMISSION**

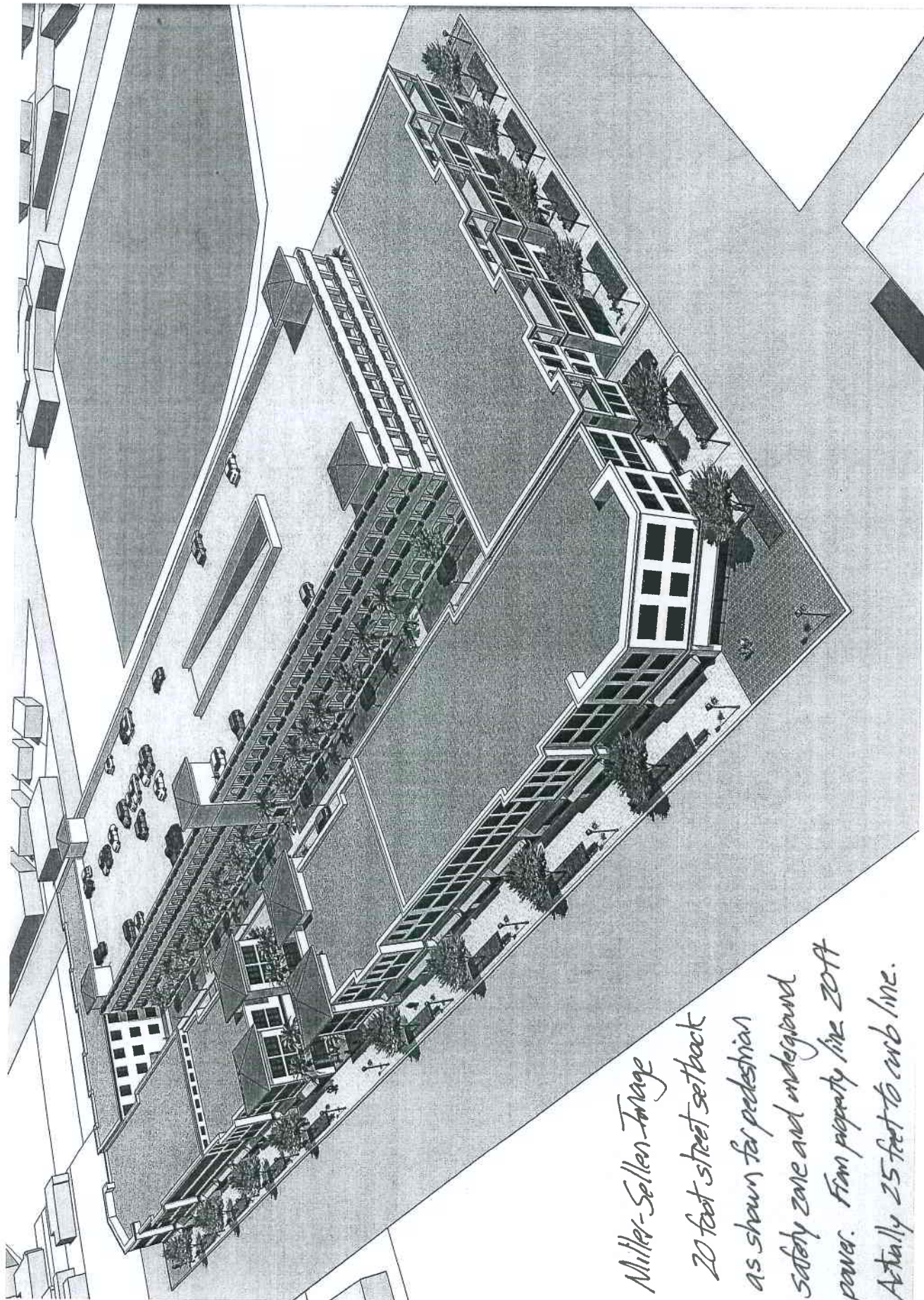
**Staff Report
February 13, 2007**

- ZMA 1:07 Request of the City of Winter Park to amend Chapter 58 "Land Development Code", Article III, "Zoning" so as to amend the Official Zoning Map so as to establish General Commercial (C-3) District or Office (O-1) zoning on the properties on Fairbanks Avenue, Kentucky Avenue, Clay Street, Cherry Street, Harold Avenue, Jackson Avenue, Nicolet Avenue and Granada Drive and to establish Single Family (R-1A) District zoning on properties on Kilshore Lane, pursuant to the annexations of these properties effective on June 1, 2003, more particularly described herein, providing for consistency with Orange County zoning, providing an effective date.
- ZTA 1:07 Request of the City of Winter Park to amend Chapter 58 "Land Development Code", Article III, "Zoning" within Section 58-75 "General Commercial (C-3) District" so as to revise and modify the list of permitted and conditional uses and to amend and revise the site development standards and amending within Section 58-86 "Conditional Uses" so as to revise the expiration dates for conditional uses, providing an effective date.
-

The public hearings advertised above are intended to implement policies of the City's new Comprehensive Plan and involve four changes to Winter Park's zoning rules for properties zoned General Commercial (C-3) as follows:

1. The proposed ordinance changes the list of permitted uses to eliminate any new locations for tattoo/body art businesses, fortune telling businesses and pawn shops.
2. The proposed ordinance restricts new locations for new or used car sales to the northwest quadrant of the City (17-92/Lee Road). Existing car sales businesses may continue but if closed for more than 30 days cannot reopen.
3. Establishes a 25 foot (south side) and 15 foot (north side) front setback on Fairbanks Avenue for new buildings in order to allow room for future streetscape and undergrounding of electric and other utilities.
4. Establishes the City's General Commercial (C-3) zoning or Office (O-1) zoning on the properties along/near West Fairbanks Avenue that were annexed on June 1, 2003. This is consistent with the existing Orange County zoning except as described above.

STAFF RECOMMENDATION IS FOR APPROVAL



4

l in nature and under the current de requirements. ived by MSCW

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" WITHIN SECTION 58-75 "GENERAL COMMERCIAL (C-3) DISTRICT" SO AS TO REVISE AND MODIFY THE LIST OF PERMITTED AND CONDITIONAL USES AND TO AMEND AND REVISE THE SITE DEVELOPMENT STANDARDS AND AMENDING WITHIN SECTION 59-86 "CONDITIONAL USES" SO AS TO REVISE THE EXPIRATION DATES FOR CONDITIONAL USES, PROVIDING AN EFFECTIVE DATE. (ZTA 1:07)

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by repealing within Section 58-75 "General Commercial (C-3) District", subsection (e) (1) "Site improvement regulations" to read as follows:

- (e) Site improvement regulations
 - (1) Any building constructed within this district shall adhere to the following minimum or required setbacks for front, rear and side yards. The street front setbacks shall be a minimum measured from the property line of ten (10) feet, fifteen (15) feet on Orlando Avenue and twenty (20) feet on the south side of Fairbanks Avenue and fifteen (15) feet on the north side of Fairbanks Avenue. Side yard setbacks shall be a minimum of five (5) feet unless the parcel shares a common line with a residentially zoned parcel, then a fifteen (15) foot side yard shall be observed. The rear yard setback shall be a minimum thirty (30) feet unless the rear yard abuts a parcel zoned for residential purposes, then the minimum setback shall be thirty-five (35) feet. For properties along Orange Avenue, the front setback may be reduced to the average front setback of the existing buildings within that block if approved by the City Commission. For any required street front setback, the distance may be increased upon determination by the public works director and police chief that a traffic sight distance safety problem may exist.

SECTION 2. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by repealing within Section 58-75 "General Commercial (C-3) District", subsections (b) and (c) for permitted and conditional uses to read as follows:

- (b) Permitted uses.

- (1) Retail businesses involving the sale of merchandise on the premises within enclosed buildings only but excluding resale or pawn shops. Examples would include antique stores, art shop or art supply store, bakery (if primarily for retail sales on premises), bicycle shop, book or stationery store, camera store and photographer's studio, clothing and wearing apparel shop, confectionery store, delicatessen, drug store or pharmacy, florist shop, grocery store or supermarket, hardware store, jewelry store, pet shop, sporting goods shop, electronics and appliance sales and service, liquor store (if store is more than 300 feet from residential properties), convenience stores (unless in conjunction with fuel sales). Outdoor display of samples or of merchandise for sale shall only be permitted for nursery plants (provided all incidental equipment and supplies, including fertilizer and empty cans are stored within a completely enclosed building), and only permitted in conjunction with a display or sales building.
- (2) Establishments involved in the rendering of a personal or business service including banks or similar financial institutions, barber, beauty or nail shops, (but specifically excluding tattoo, body art or fortune telling businesses), car rental agencies, dry cleaning establishments, hotel or motels, laundries, post office, theaters, travel agencies, and restaurants, bars, taverns, cocktail lounges (provided that if these establishments are serving alcoholic beverages for consumption on the premises, they are located more than 300 feet from residential properties).
- (3) Funeral homes or mortuaries without incinerators;
- (4) Business, financial, governmental, medical and professional offices, agencies and clinics;
- (5) Off-street parking lot or parking garage except not involving the parking or storage of construction equipment, trucks, drill rigs, etc.
- (6) Permanent recreational facilities within enclosed soundproof buildings, both publicly and privately owned including lodges;
- (7) Blueprinting, photocopying and printing offices;
- (8) Animal hospital provided that there shall be no outside kennels, pens or runs, and there is no overnight boarding of animals unless the structure is located not closer than two hundred fifty (250) feet from a residentially zoned parcel of land;
- (9) Private and public schools including pre-schools/day care, vocational schools, colleges;
- (10) Convenience stores or service station operations selling retail gasoline/diesel and other petroleum products along a variety of retail products with or without the service/ repair of vehicles;

(11) Uses customarily incidental and accessory to the permitted uses, including the repair of goods of the types sold in stores, permitted. Such repair must be carried on within a completely enclosed building, may not be carried on as a separate business, and provided further that there shall be no manufacturing, assembling, compounding, processing or treatment of products, other than that which is clearly incidental and essential to the permitted uses;

(12) Time share projects.

(c) Conditional Uses

(1) The following uses may also be permitted as conditional uses following review by the Planning and Zoning Commission and approval by the City Commission in accordance with the provisions of this Article. Upon approval of any applications, said site plan and accompanying data plus any conditions imposed shall become part of the conditional use permit. It may be amended only by the city commission after receipt of a recommendation from the planning and zoning commission.

- a. New and used motor vehicle, boat or trailer sales but per the policies of the Comprehensive Plan restricted and limited to locations north of Webster Avenue, west of Denning Drive and east of Bennett Avenue .
- b. Cemetery monument sales but excluding outdoor display.
- c. Public utility substations or sub-installations.
- d. Convenience stores or service station operations selling retail gasoline/diesel and other petroleum products along a variety of retail products with or without the service/ repair of vehicles;
- e. Businesses involving the repair and servicing of motor vehicles or boats.
- f. Automatic car washes, paint and body shops.
- g. Retail and/or wholesale automobile part sales.
- h. Office/showroom/warehouse use.
- i. Drive-in components of any business.
- j. Restaurants, bars, taverns, cocktail lounges providing alcoholic beverages for consumption on the premises and package liquor stores when located within three hundred (300) feet of residential properties.
- k. Buildings over ten thousand (10,000) square feet.

SECTION 3. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by repealing within Section 58-86 "Conditional uses", subsections (b) (1) and (2) and consolidating them to read as follows:

Sec. 58-86. Conditional uses.

- (b) The public notice, procedures and regulations for the review of conditional uses by the planning and zoning commission and the city commission shall be the same as outlined for zoning changes and amendments, except that a simple majority of the city commission may override any recommendation for denial or modify any conditions of approval in the recommendation of the planning and zoning commission. Conditional uses involving the use of land or buildings for a particular type of business or business activity determined to be a conditional use, such as, but not limited to, motor vehicle sales, live amplified musical entertainment, day care, etc. shall expire either one year from the date of the approval by the city commission if such use or business type has not yet been commenced or such conditional use shall expire sixty (60) days from the time the business ceases to operate from the property or building. This shall apply if the business is closed for sixty (60) consecutive days regardless of whether a valid occupational license continues to exist. Conditional uses involving approvals for the construction of buildings, structures and other facilities shall expire after two years from the approval by the city commission or from the date of the final development plan approval by the city commission (in the case of preliminary conceptual approvals) unless a complete building permit application and construction plans are submitted or construction is underway or as may otherwise be specifically set forth in the conditional use approval or in the accompanying development agreement. For phased projects without timetables specified in the conditional use approval or in the accompanying development agreement, all phases must be under construction within five years from the date construction commences on the first phase. The city commission may extend conditional uses or re-establish conditional use approvals that have expired at the discretion of the city commission. The advertisement and notification requirements shall not apply to the re-establishment of expired conditional uses.

SECTION 4. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2007.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SO AS TO AMEND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH GENERAL COMMERCIAL (C-3) DISTRICT OR OFFICE (O-1) ZONING ON THE PROPERTIES ON FAIRBANKS AVENUE, KENTUCKY AVENUE, CLAY STREET, CHERRY STREET, HAROLD AVENUE, JACKSON AVENUE, NICOLET AVENUE AND GRANADA DRIVE AND TO ESTABLISH SINGLE FAMILY (R-1A) DISTRICT ZONING ON PROPERTIES ON KILSHORE LANE, PURSUANT TO THE ANNEXATIONS OF THESE PROPERTIES EFFECTIVE ON JUNE 1, 2003, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONSISTENCY WITH ORANGE COUNTY ZONING, PROVIDING AN EFFECTIVE DATE. (ZMA1:07)

WHEREAS, the City of Winter Park annexed properties via ordinances 2479-02 and 2513-03 that were effective June 1, 2003 and as the City needs to establish its municipal zoning in conformity with the existing zoning of Orange County,

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances and the Official Zoning Map is hereby amended and modified by establishing General Commercial (C-3) District zoning on the properties annexed June 1, 2003 that are currently zoned commercial within Orange County located on Fairbanks Avenue, Kentucky Avenue, Clay Street, Cherry Street, Harold Avenue, Jackson Avenue, Nicolet Avenue and Granada Drive, more particularly described as follows:

Such properties as detailed on Exhibit "A" attached hereto

SECTION 2. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances and the Official Zoning Map is hereby amended and modified by establishing Office (O-1) District zoning on the properties annexed June 1, 2003 that are currently zoned professional office or planned development within Orange County located on Fairbanks Avenue and Granada Drive, more particularly described as follows:

Such properties as detailed on Exhibit "B" attached hereto

SECTION 3. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances and the Official Zoning Map is hereby amended and modified by establishing Single Family (R-1A) District zoning on the properties annexed June 1, 2003 that are currently zoned single family residential within Orange County located on Kilshore Lane, more particularly described as follows:

Such properties as detailed on Exhibit "C" attached hereto

ATTEST:

Mayor

City Clerk

SECTION 4. All ordinances or portions or ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall become effective immediately.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2007.

Mayor

ATTEST:

City Clerk

Exhibit "A"

Properties With General Commercial (C-3) Zoning Designation

SECTION	TOWN	RANGE	SUBDIV	BLOCK	PARCEL	ST_NUM	ST_DIR	ST_NAME	ST_TYPE
12	22	29	2722	01	010	1781	W	FAIRBANKS	AVE
12	22	29	2722	02	010	1713	W	FAIRBANKS	AVE
12	22	29	2722	02	041	1701	W	FAIRBANKS	AVE
12	22	29	2722	03	010	370		BLUE HERON	DR
12	22	29	4076	05	130	2095	W	FAIRBANKS	AVE
12	22	29	4076	05	150	2021	W	FAIRBANKS	AVE
12	22	29	4076	05	160	2015	W	FAIRBANKS	AVE
12	22	29	4076	05	170	2005	W	FAIRBANKS	AVE
12	22	29	4076	05	180	2001	W	FAIRBANKS	AVE
12	22	29	4076	05	190	1999	W	FAIRBANKS	AVE
12	22	29	4076	05	200	1975	W	FAIRBANKS	AVE
12	22	29	4076	05	210	1965	W	FAIRBANKS	AVE
12	22	29	4076	05	230	1931	W	FAIRBANKS	AVE
12	22	29	4076	04	130	1901	W	FAIRBANKS	AVE
12	22	29	4076	04	140	1899	W	FAIRBANKS	AVE
12	22	29	4076	04	150	1891	W	FAIRBANKS	AVE
12	22	29	4076	04	160	1881	W	FAIRBANKS	AVE
12	22	29	4076	04	171	1873	W	FAIRBANKS	AVE
12	22	29	4076	04	180	1861	W	FAIRBANKS	AVE
12	22	29	4076	04	200	1841	W	FAIRBANKS	AVE
12	22	29	4076	04	210	1831	W	FAIRBANKS	AVE
12	22	29	4076	04	220	1805	W	FAIRBANKS	AVE
12	22	29	4076	04	240	1801	W	FAIRBANKS	AVE
12	22	29	2137	01	010	1787	W	FAIRBANKS	AVE
12	22	29	0000	00	004	1501	W	FAIRBANKS	AVE
12	22	29	0000	00	043	542		KILSHORE	LN
12	22	29	6172	02	170	1996	W	FAIRBANKS	AVE
12	22	29	6172	02	180	2018	W	FAIRBANKS	AVE
12	22	29	6172	02	160	1980	W	FAIRBANKS	AVE
12	22	29	6172	02	150	1976	W	FAIRBANKS	AVE
12	22	29	6172	02	130	1964	W	FAIRBANKS	AVE
12	22	29	6172	02	212	2050	W	FAIRBANKS	AVE
12	22	29	6172	02	110	1936	W	FAIRBANKS	AVE
12	22	29	6172	02	090	1934	W	FAIRBANKS	AVE
12	22	29	6172	02	070	1888	W	FAIRBANKS	AVE
12	22	29	6172	02	050	1884	W	FAIRBANKS	AVE
12	22	29	6172	02	030	1850	W	FAIRBANKS	AVE
12	22	29	6172	02	020	1844	W	FAIRBANKS	AVE
12	22	29	6172	02	010	1842	W	FAIRBANKS	AVE
12	22	29	6176	01	020	1800	W	FAIRBANKS	AVE
12	22	29	5000	04	011	1788	W	FAIRBANKS	AVE
12	22	29	5000	03	021	1710	W	FAIRBANKS	AVE
12	22	29	5000	03	010	1700	W	FAIRBANKS	AVE
12	22	29	5000	02	010	1600	W	FAIRBANKS	AVE
12	22	29	5004	01	010	1500	W	FAIRBANKS	AVE
12	22	29	5004	02	010	1492	W	FAIRBANKS	AVE

SECTION	TOWN	RANGE	SUBDIV	BLOCK	PARCEL	ST_NUM	ST_DIR	ST_NAME	ST_TYPE
12	22	29	0000	00	025	1490	W	FAIRBANKS	AVE
12	22	29	6172	02	211	2015		KENTUCKY	AVE
12	22	29	5004	01	030	649		NICOLET	AVE
12	22	29	5000	04	040	634		CLAY	ST
12	22	29	6172	02	260	2011		KENTUCKY	AVE
12	22	29	6172	02	270	2005		KENTUCKY	AVE
12	22	29	6172	02	280	1995		KENTUCKY	AVE
12	22	29	6172	02	300	1965		KENTUCKY	AVE
12	22	29	5004	02	030	650		NICOLET	AVE
12	22	29	6172	02	330	1905		KENTUCKY	AVE
12	22	29	6172	02	370	1895		KENTUCKY	AVE
12	22	29	5004	02	060	1493		GENE	ST
12	22	29	5000	04	050	650		CLAY	ST
12	22	29	5000	03	291	664		CHERRY	ST
12	22	29	5000	04	060	660		CLAY	ST
12	22	29	5000	02	090	700		HAROLD	AVE
12	22	29	5000	03	090	663		HAROLD	AVE
12	22	29	6176	06	010	699		CLAY	ST
12	22	29	5004	04	010	659		NICOLET	AVE
12	22	29	5004	03	010	666		NICOLET	AVE
12	22	29	5000	04	080	670		CLAY	ST
12	22	29	6176	06	021	701		CLAY	ST
12	22	29	5000	02	110	711		JACKSON	AVE
12	22	29	5004	04	020	707		NICOLET	AVE
12	22	29	5000	03	340	670		CHERRY	ST
12	22	29	6176	06	040	711		CLAY	ST
12	22	29	5000	03	351	672		CHERRY	ST
12	22	29	6176	06	050	713		CLAY	ST
12	22	29	5000	02	240	710		HAROLD	AVE
12	22	29	5000	03	360	676		CHERRY	ST
12	22	29	5000	04	120	740		CLAY	ST
12	22	29	5000	04	140	744		CLAY	ST
12	22	29	5000	03	380	0		CHERRY	ST
12	22	29	5004	03	080	796		NICOLET	AVE
12	22	29	5000	03	390	678		CHERRY	ST
12	22	29	5000	03	170	669		HAROLD	AVE
12	22	29	5000	04	160	750	N	CLAY	ST
12	22	29	5000	03	400	740		CHERRY	ST
12	22	29	5000	03	180	701		HAROLD	AVE
12	22	29	5000	03	410	780		CHERRY	ST
12	22	29	5004	06	010	808		NICOLET	AVE
12	22	29	5000	04	200	822		CLAY	ST
12	22	29	5000	03	460			CHERRY	ST
12	22	29	5000	04	231	874		CLAY	ST
12	22	29	5000	04	232	805		CHERRY	ST
12	22	29	5000	03	480	828		CHERRY	ST
02	22	29	2996	00	000	475		CAMBRIDGE	BLVD
02	22	29	2996	01	010	2245	W	FAIRBANKS	AVE
02	22	29	2996	02	010	2325	W	FAIRBANKS	AVE
11	22	29	2616	00	660	450		GRANADA	DR
11	22	29	2616	00	310	451		GRANADA	DR

SECTION	TOWN	RANGE	SUBDIV	BLOCK	PARCEL	ST_NUM	ST_DIR	ST_NAME	ST_TYPE
11	22	29	2616	00	290	511		GRANADA	DR
11	22	29	2616	00	690	510		GRANADA	DR
11	22	29	2616	00	250	2625	W	FAIRBANKS	AVE
11	22	29	2616	00	710	2617	W	FAIRBANKS	AVE
11	22	29	3676	00	121	2103	W	FAIRBANKS	AVE
11	22	29	3676	00	091	2113	W	FAIRBANKS	AVE
11	22	29	3676	00	060	2129	W	FAIRBANKS	
11	22	29	3676	00	040	2231		FAIRBANKS	AVE
11	22	29	3676	00	031	2233	W	FAIRBANKS	AVE
11	22	29	3676	00	021	2235	W	FAIRBANKS	AVE
11	22	29	6180	01	010	701		FORMOSA	AVE
11	22	29	6180	01	080	2170		FAIRBANKS	AVE
11	22	29	6180	01	090	2180		FAIRBANKS	
11	22	29	6180	01	100	2190	W	FAIRBANKS	AVE
11	22	29	6180	01	110	2238	W	FAIRBANKS	AVE
11	22	29	6180	01	130	2250		FAIRBANKS	AVE
11	22	29	6180	01	170	2286	W	FAIRBANKS	AVE
11	22	29	6180	01	210	2324	W	FAIRBANKS	AVE
11	22	29	2248	03	010	2660	W	FAIRBANKS	AVE
11	22	29	2248	02	030	2650	W	FAIRBANKS	AVE
11	22	29	2248	02	010	2600	W	FAIRBANKS	AVE
11	22	29	6180	02	010	2134		KENTUCKY	AVE
11	22	29	6180	02	060	2136		KENTUCKY	AVE
11	22	29	6180	02	070	2138		KENTUCKY	AVE

Exhibit "B"

Properties With Office (O-1) Zoning Designation

SECTION	TOWN	RANGE	SUBDIV	BLOCK	PARCEL	ST_NUM	ST_DIR	ST_NAME	ST_TYPE
12	22	29	0000	00	015	1573	W	FAIRBANKS	AVE
12	22	29	0000	00	002	1561	W	FAIRBANKS	AVE
11	22	29	2618	04	070	334	S	WYMORE	RD
11	22	29	2618	04	020	339		GRANADA	DR
11	22	29	0619	00	060	2745	W	FAIRBANKS	AVE
11	22	29	0000	00	012	0	W	FAIRBANKS	AVE
11	22	29	0619	00	050	2737	W	FAIRBANKS	AVE
11	22	29	2563	00	010				
11	22	29	0619	00	080	2709	W	FAIRBANKS	AVE
11	22	29	0619	00	040	2729	W	FAIRBANKS	AVE
11	22	29	0619	00	030	2711	W	FAIRBANKS	AVE
11	22	29	0619	00	090	2707	W	FAIRBANKS	AVE
11	22	29	8021	00	010	2715	W	FAIRBANKS	AVE
11	22	29	0619	00	010	2705	W	FAIRBANKS	AVE
11	22	29	2616	00	191	2697	W	FAIRBANKS	AVE
11	22	29	2616	00	201	2695	W	FAIRBANKS	AVE
11	22	29	2616	00	211	2693	W	FAIRBANKS	AVE
11	22	29	2616	00	230	2691	W	FAIRBANKS	AVE
11	22	29	2616	00	743	2682	W	FAIRBANKS	AVE
11	22	29	2248	03	041	2670		FAIRBANKS	AVE

Exhibit "C"

Properties With Single Family Residential (R-1A) Zoning Designation

SECTION	TOWN	RANGE	SUBDIV	BLOCK	PARCEL	ST_NUM	ST_NAME	ST_TYPE
12	22	29	0000	00	010	405	KILSHORE	LN
12	22	29	0000	00	053	396	KILSHORE	LN
12	22	29	0000	00	009	411	KILSHORE	LN
12	22	29	0000	00	037	400	KILSHORE	LN
12	22	29	0000	00	034	415	KILSHORE	LN
12	22	29	0000	00	038	402	KILSHORE	LN
12	22	29	0000	00	007	475	KILSHORE	LN
12	22	29	0000	00	040	504	KILSHORE	LN
12	22	29	0000	00	006	503	KILSHORE	LN
12	22	29	0000	00	041	510	KILSHORE	LN
12	22	29	0000	00	005	525	KILSHORE	LN
12	22	29	0000	00	042	520	KILSHORE	LN



CITY MANAGER'S REPORT

DATE: February 26, 2007

SUBJECT: LAKEFRONT SUBDIVISION ANALYSIS

Goal: Suggest code changes to give City more control over the subdivision of lakefront estates.

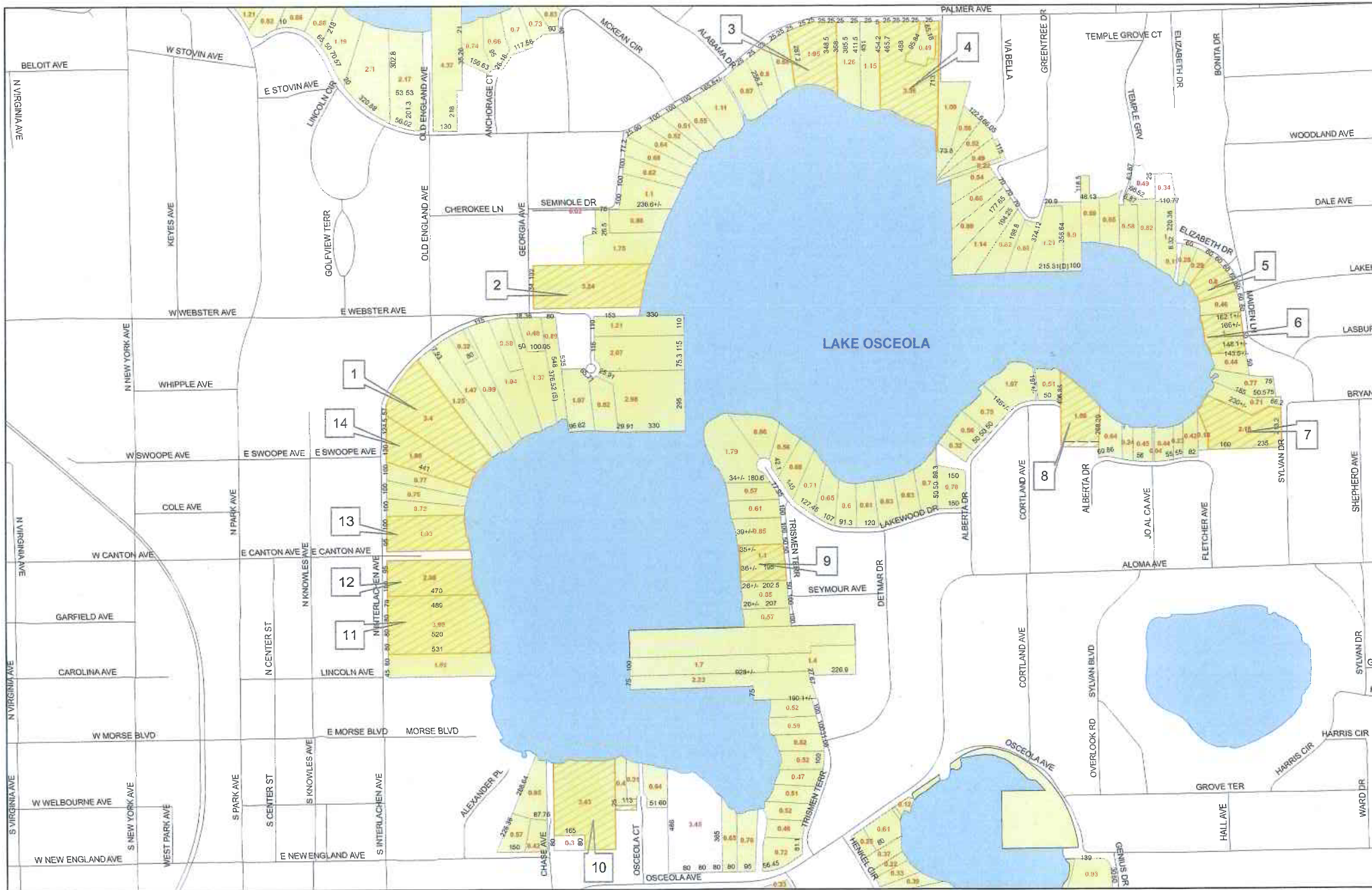
Analysis: There are 25 lakefront “estate” candidates for subdivision. Of these, only seven could possibly be split without variance from the R-1AAA rules. (See attached spreadsheet and maps)

Recommendation: Change the minimum lakefront street width requirement from 125 feet to 150 feet. Change code to prohibit “flag lots” to preclude new homes in front of existing lakefront estate homes.

Result: While the City may always approve variances for special cases and circumstances this will provide a legally defensible position to avert the split of lakefront estates that otherwise meet current R-1AAA rules.

R1AAA Study Properties

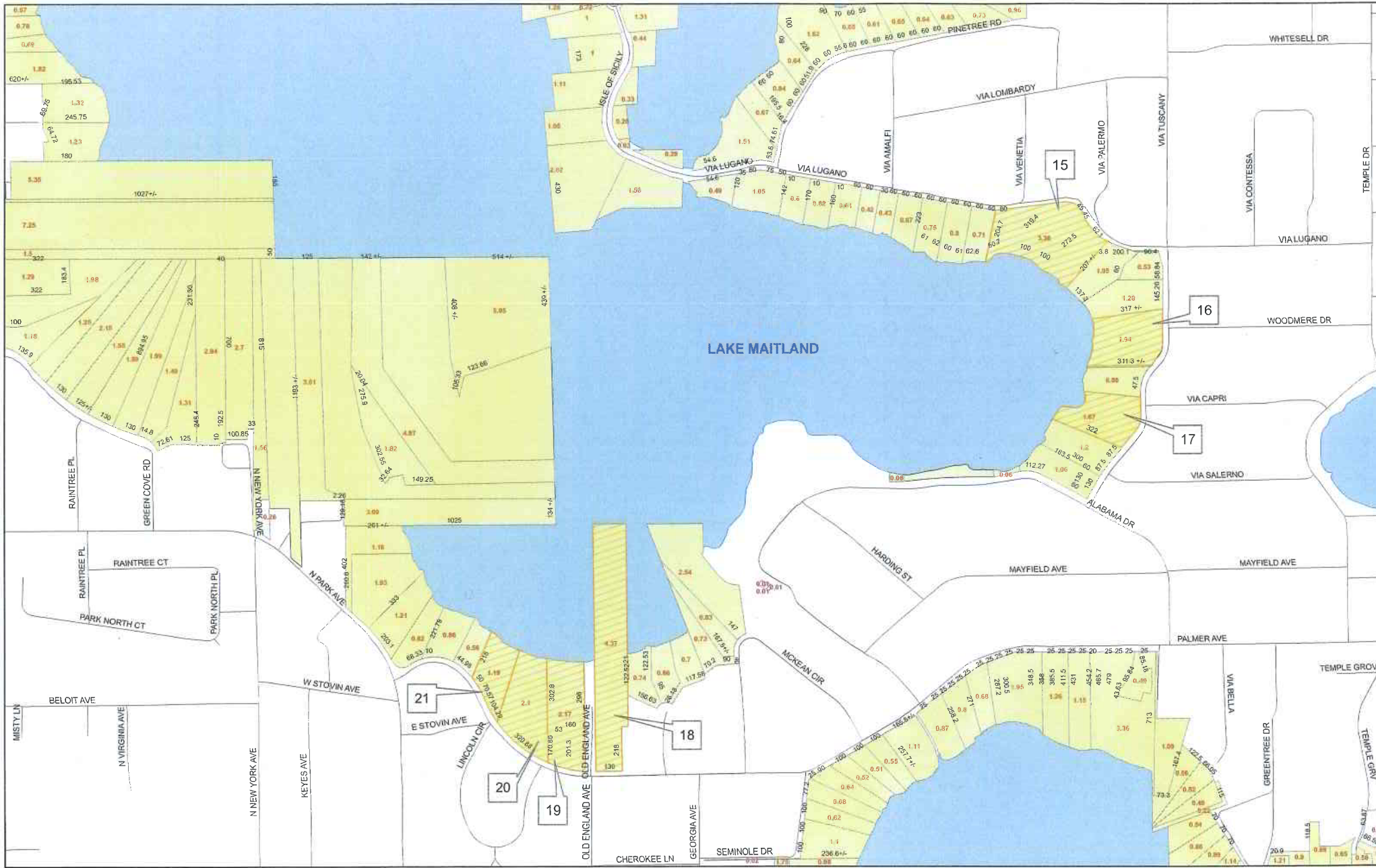
Map Parcel #	Address	Width (street front)	Width @ lake	Acreage	
1	656 N Interlachen Ave	388.31	132.14	3.4	Lake Osceola
2	802 Georgia Ave	235.63	241.43	3.24	
3	916 Palmer Ave	275	227.64	1.95	
4	1020 Palmer Ave	313	331.6	3.36	
5	1430 Elizabeth Dr	240	113.19	0.8	
6	711 Bonita Dr	223.6	217.13	1	
7	555 Sylvan Dr	213.2	114.42	2.18	
8	1301 Alberta Dr	203.8	286.02	1.56	
9	323 Trismen Terr	200	200	1.1	
10	242 Chase Ave	330	332.8	3.43	
11	250 N Interlachen Ave	319	317.81	3.93	
12	324 N Interlachen Ave	195	195	2.08	
13	420 N Interlachen Ave	195	184	1.93	
14	642 N Interlachen Ave	254.5	92.85	1.88	
15	860 Via Lugano	641.6	874.7	3.36	Lake Maitland
16	1551 Via Tuscany	306.56	235.62	1.94	
17	1461 Via Tuscany	292.5	217	1.67	
18	1000 Old England Ave	162	158	1.58/*4.37	
19	225 Palmer Ave	196.58	180	2.17	
20	161 Palmer Ave	320.88	144.82	2.1	
21	115 Palmer Ave	244.85	165.02	1.19	
	*Includes land in water acreage				
22	1000 Genius Dr	125	268	1.57	Lake Virginia
23	301 Virginia Dr	290	203.41	*3.44	
24	147 Virginia Dr	207.8	186.94	1.24	
	*Includes land in water acreage				
25	314 Salvador Sq	182	181.02	*5.67	Lake Sue
	*Includes Land in water acreage				



Legend

- R1AAA Zoned Parcels
- Parcels Selected for Research

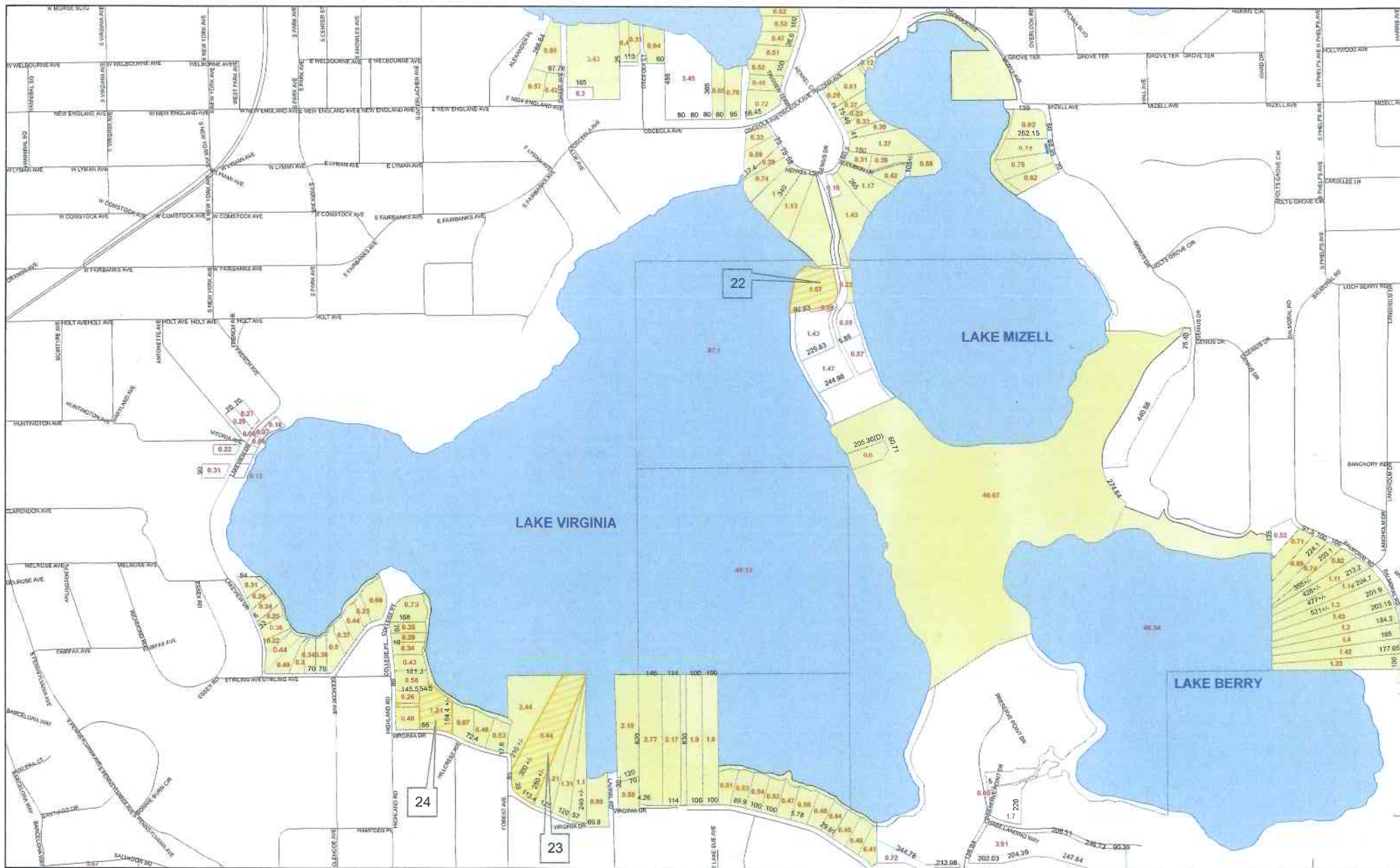
R1AAA Parcel Study



Legend

- R1AAA Zoned Parcels
- Parcels Selected for Research

R1AAA Parcel Study



Legend

- R1AAA Zoned Parcels
- Parcels Selected for Research

R1AAA Parcel Study

CITY MANAGER'S REPORT

DATE: February 26, 2007

SUBJECT: Update on issues related to EDAB's letter regarding streetscape improvements to the Fairbanks Corridor.

STAFF RECOMMENDATION:

THIS ITEM HAS BEEN DISCUSSED WITH/REVIEWED BY OTHER DEPTS. AS FOLLOWS:

<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Public Relations
<input checked="" type="checkbox"/> Fire	<input checked="" type="checkbox"/> Planning Dept.	<input checked="" type="checkbox"/> Public Works
<input type="checkbox"/> MIS	<input type="checkbox"/> Police	<input type="checkbox"/> Risk Mgmt.
<input type="checkbox"/> City Attorney		<input type="checkbox"/> Purchasing



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

February 7, 2007


EDAB Recommendations for action by the City Commission:

Fairbanks Avenue between 17-92 and I-4:

The Economic Development Advisory Board (EDAB) feels that it is imperative that enhancements to this corridor be master planned and funded so that they can be constructed in conjunction with the sewer work. The board also feels that there are time-sensitive opportunities for funding improvements and that it is important to work closely with our State legislators on this issue and to make this corridor enhancement a priority.

The EDAB Recommends:

1. That the City Commission asks P&Z to immediately apply the C3 zoning to the newly annexed portion of Fairbanks Ave. that is now under the prior Orange County zoning. P&Z should also consider a new sign ordinance to remove clutter and to create continuity through combining signs to single locations.
2. That the City Commission direct P&Z to work with the EDAB to create a mixed-use overlay district for this corridor that allows adequate FAR to encourage quality redevelopment.
3. That the City Commission directs staff to define an interdepartmental schedule for infrastructure improvements to this corridor.
4. That the City Commission direct staff to develop cost estimates of streetscape, stormwater, beautification, traffic, intersection, pedestrian, signage, and other enhancements to this corridor.
5. That the City Commission direct staff to negotiate a competitive fee for an expansion of the existing Fairbanks sewer consultants contract to include an engineering and construction plan for the corridor that includes all below and above ground construction documents, liaison with FDOT, liaison with Florida Power, traffic analysis, intersection and turn lane improvements including the addition of two left turn lanes at 17-92, P&E for Fairbanks/17-92 intersection, landscape design, median design, sidewalk and setback design, minimizing curb cuts, incentives for aggregated stormwater retention, regional stormwater pond, exfiltration, incentives for aggregated parking fields and structures, and a concept development plan for the aggregated section between I-4, Fairbanks, Formosa Ave., and Oglesby Ave.
6. That the City Commission direct staff to develop funding concepts for enhancements to the Fairbanks corridor that include assessments, fee waivers, CRA, enterprise zone, brown field, Federal, State and Regional grants, public-private partnerships, and other funding.
7. That the City Commission direct staff to analyze future annexations related to this corridor.
8. That the City Commission direct staff to work closely with our State legislators on this issue and to make this corridor enhancement a priority.
9. That the City Commission direct City Departments to annually budget for necessary O&M for the on-going maintenance of the median and ROW for this corridor.



James Barnes
Chairman

Winter Park Economic Development Advisory Board

2/21/07

Fairbanks Avenue Recommendations Response Letter

This document contains the action items responding to the letter submitted by the Economic Development Advisory Board to the City Commission. The question is highlighted in bold, followed by discussion from the latest interdepartmental meeting, action to be taken, and the status of the action.

1) That the City Commission asks P&Z to immediately apply the C3 zoning to the newly annexed portion of Fairbanks Ave. that is now under the prior Orange County zoning. P&Z should also consider a new sign ordinance to remove clutter and to create continuity through combining signs to single locations.

The C3 zoning code is going for its first reading before the Commission on Monday.

Sign discussion: We can use ordinances to restrict commercial signs. We can modify the ordinance for the North and the South sides of the street. Sign ordinances were discussed including the use of height limits, setbacks, stacking signs in fewer locations, size of sign.

Action: Chip Weston, George Wiggins, Peter Moore, Jeff Briggs should meet to discuss tightening grandfather laws regarding signage and to discuss wayfinding initiatives.

Status: Meeting schedules are being set up.

2) ... direct P&Z to work with the EDAB to create a mixed-use overlay district for this corridor that allows adequate FAR to encourage quality redevelopment.

Action: Planning & Zoning, Planning, and the Economic Development Advisory Board need to coordinate efforts to build consensus on an overlay district.

Status: Planning & Zoning, Planning, and the Economic Development Advisory Board will schedule a meeting to further explore this possibility. Planning is also working with Miller-Sellen to draw alternative scenarios for code decisions to occur in March-April.

3) ... directs staff to define an interdepartmental schedule for infrastructure improvements to this corridor.

Department of Transportation setbacks to timing will necessitate creating a schedule that outlines time to completion and not specific dates.

Action: David Zusi will outline how much time each phase of the sewer deployment will take from a start date once the lift station location is selected. Further action will be required to include streetscape improvements such as median, trees, poles, etc, in the timeline.

Status: A revised sewer timeline (included) and streetscape improvement timeline is being estimated but will vary depending on the amount of streetscape work that is eventually decided upon.

4) ... direct staff to develop cost estimates of streetscape, stormwater, beautification, traffic, intersection, pedestrian, signage, and other enhancements to this corridor.

Consensus for the corridor seems to be to have a green median of 13-15 ft from I-4 to 17/92 with appropriate turn lanes and curb cuts. Sidewalks will be left at current width but cooperative agreements with private property owners and using the right-of-way may allow for landscaping along the sidewalks. Streetscape will include new signalized intersections at Clay and Formosa as well as trees, lighting, and additional enhancements to be determined later.

Synergies exist in following the sewer deployment with landscape improvements where asphalt replacement costs have been factored into the sewer budget but could instead be applied to installing medians.

It was discussed that some landscaping or power line undergrounding could be a requirement of new development, or that an extra assessment could be levied for these purposes.

Action: Peter Moore, Troy Attaway, David Zusi, Butch Margraf need to meet to finalize cost estimate, keeping it in general terms.

Status: Initial cost estimates are being performed for some streetscape enhancements but it should be noted that accurate final numbers cannot be determined until a plan for the corridor is developed. Further articulations of what costs are budgeted for in the sewer project and potential synergistic savings with streetscape enhancements will be presented once they are determined.

5) ... direct staff to negotiate a competitive fee for an expansion of the existing Fairbanks sewer consultants contract to include an engineering and construction plan for the corridor that includes all below and above ground construction documents, liaison with FDOT, liaison with Progress, traffic analysis, intersection and turn lane improvements including the addition of two left turn lanes at 17-92, P&E for Fairbanks/ 17-92 intersection, landscape design, median design, sidewalk and set back design, minimizing curb cuts, incentives for aggregated stormwater retention, regional stormwater pond, exfiltration, incentives for aggregated parking fields and structures, and a concept development plan for the aggregated section between I-4, Fairbanks, Formosa, and Oglesby.

Plans are already developed for 17/92 and Fairbanks intersection but no funding is in place. Any plans to include the intersection could require additional study and cost estimation. It was discussed that C2HMHill could include this in their project scope.

Including regional stormwater and aggregated parking issues would necessitate the purchase of land by the City.

It was determined that undergrounding or moving power lines is too expensive. Distribution lines could possibly be undergrounded either by the City or Private Owner.

Action: Troy Attaway and Jeff Briggs: A comprehensive plan needs to be developed that includes all the desired improvements that need funding. Public Works can work with C2HMHill to determine what an extension of their contract may entail.

Status: The City is currently in discussions with C2HMHill regarding an expansion of their scope to include streetscape improvements and modifications to the road cross section, turning restrictions and landscaped islands.

6) ... direct staff to develop funding concepts for enhancements to the Fairbanks corridor that include assessments, fee waivers, CRA, enterprise zone, brownfield, Federal, State, and Regional grants, public-private partnerships, and other funding.

Public Works is already working to acquire funding for increased sewer costs. It was discussed that bonds could be issued to cover both sewer and streetscape improvements.

Pre-funding construction was proposed as a possibility if the date for receiving funding was only a few years ahead.

Action: Randy Knight: Add the Fairbanks Corridor improvements (sewer and streetscape) to the list of desired items we want the City's lobbyist to work toward obtaining grant funds.

Action: Randy Knight, Wes Hamil, Troy Attaway, David Zusi: Consider funding of Fairbanks streetscape through a bond request.

Status: Funding issues cannot be fully contemplated until a timeline and cost estimate are ready. Fairbanks Corridor Streetscape improvements will be added to the lobbyist's work.

7) ... direct staff to analyze future annexations related to this corridor.

It was discussed that future annexations around Fairbanks would not greatly impact Fire protection. Existing unincorporated Orange County areas can voluntarily annex into the City.

Action: Planning should advise regarding pro-active annexations in the area.

Status: Analysis of possible annexations will be examined.

8) ... direct staff to work closely with our State legislators on this issue and to make this corridor enhancement a priority.

It was discussed that getting a presentation before Metroplan and having it approved would increase the chance of receiving grants.

Action: Butch Margraf will head up presentation to Metroplan

Status: Chip Weston is already in discussion with legislators. A Metroplan presentation will be prepared once a consensus plan is developed.

9) ... direct City Departments to annually budget for necessary O&M for the on-going maintenance of the median and ROW for this corridor.

The maintenance of the proposed improvements would be handled primarily by Parks and Public Works and would include maintaining any median or sidewalk landscaped areas as well as electrical and mechanical maintenance on signals, irrigation, and polls.

Action: John Holland & Troy Attaway – Public Works and Parks & Recreation need to work with Peter Moore to estimate the annual maintenance and upkeep cost associated with the new improvements.

Status: Parks & Recreation and Public Works are preparing estimates for maintenance and upkeep of proposed improvements with the understanding that these estimates may change with revisions to the final scope of the project.

Additional Items:

a) Cable and Phone companies may want access to rights-of-way to lay additional fiber and cable.

Action: Chip Weston to determine if, and what type of, cable or fiber to be laid and touch base with David Zusi as soon as possible.

Status: Cable companies will be contacted.

b) Department of Transportation will need a list of what we desire for the corridor regarding curb cuts, median, etc

Action: This requires the development of a plan for the corridor. Troy Attaway & David Zusi will talk with C2HMHill regarding expanding their contract.

Status: As mentioned previously the City is already in discussion with C2HMHill.

c) Discussion of an east-west turn lane on Fairbanks at Denning.

This falls outside the scope of the Fairbanks corridor streetscape improvements but was raised as a needed improvement. It will be pursued separately from the other issues.

**Projected Time Sequence
for
Fairbanks Avenue Gravity Sewer/Force Main/Streetscape
(February 21, 2007)**

Due to several unknown or uncontrollable items within the schedule, and added scope related to streetscape, signalization, and traffic control; we are not setting dates, but rather using estimated times for the known portions of the schedule and place holders for those items that require additional definition or information from outside agencies.

<u>Milestone Event</u>	<u>Status(Time to Complet)</u>
1. Gravity sewer survey	Complete
2. Capacity Negotiations w/ Altamonte Springs	Complete
3. Negotiation w/ LS Site Owner	Underway (3 weeks)
4. Force Main Survey	Underway (3 months)
5. Gravity Sewer Design	Underway (6 months from completion of #3)
6. Force Main Design	(6 months from #4, concurrent w/ #5)
7. Permitting (FDEP, Or Co)	(2 months)
8. Permitting FDOT	TBD
9. Advertisement/Bidding/Award	(3 months)
10. Construction Gravity Sewer/FM/Streetscape	(22 months)

The final negotiations with the property owner for the LS site are critical to the schedule. In addition, definition and funding for above ground streetscape features, restricted turning movements, widening of center lane landscaped medians are required. Preliminary additional costs are being determined. Additional survey for streetscape beyond the scope of the sewer improvements will be required but should not have a large impact on the overall schedule.

Coordination with OCPS is also ongoing but we have not finalized any interlocal agreements regarding cost sharing for portions of the force main.