



City Commission Regular Meeting

Agenda

August 9, 2023 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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

assistance & appeals

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

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

please note

Times are projected and subject to change.

1. Invocation

- a. Pastor Bruce Mayhew, Gateway Church 1 minute

Pledge of Allegiance**2. Approval of Agenda****3. Mayor Report****4. Meeting Called to Order****5. Citizen Budget Comments****6. City Manager Report**

- a. Major (or long-term) project funding strategies. 5 minutes
b. City Manager's Report 5 minutes

7. City Attorney Report**8. Non-Action Items**

- a. Presentation from the Winter Park Public Library 30 minutes

9. Public Comments | 5 p.m. or soon thereafter

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

(Three minutes are allowed for each speaker)

10. Consent Agenda

- a. Approve the minutes of the regular meeting, July 26, 2023 1 minute
b. Approve the minutes of the work session, July 27, 2023 1 minute
c. Approval of the following contracts: 1 minute
1. Pond & Company, Inc. - RFQ7-23 - Geotechnical & Environmental Consulting Services - For services on an as-needed basis during the term of the Agreement through May 11, 2024; Amount: \$400,000
2. The Davey Tree Expert Company - ITN23-18 - Vegetation Management Services - For services on an as-needed basis during the term of the Agreement through December 19, 2023; Amount: \$500,000
3. Geosyntec Consultants - RFQ6-23 - Professional Stormwater

Management Engineering Services - Task Order for
Stormwater Basin Study - Western Region; Amount:
\$231,068.14

- d. [Approval of the following purchase:](#) 1 minute
1. [Gresco Utility Supply, Inc. - Transformers 50 KVA PAD, 120/240](#)

11. Action Items Requiring Discussion

- a. [Agreement with Foundation of Kiwanis Club of Greater Orlando-Winter Park to release the restrictive covenant on the property located at 1925 Killarney Drive.](#) 10 minutes

12. Public Hearings: Quasi-Judicial Matters

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

- a. [Request of Cady Way Cottages LLC to re-establish the Conditional Use approval at 2281 Nairn Drive for a three-unit cluster housing project of two-story townhomes on property zoned R-2.](#) 15 minutes
- b. [Ordinance authorizing the transfer of a small corner of Hopper Mini Park \(1664 Orange Avenue\) to FDOT for transportation improvements. \(1st reading\)](#) 15 minutes

13. Public Hearings: Non-Quasi Judicial Matters

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

- a. [Ordinance - amending sections of Chapter 102, Utilities, relating to sewer impact fee deferral program; utility connection requirements for future annexations; reporting and maintenance of private lift stations; pre-treatment requirements for dental amalgams; and other code cleanup. \(1st reading\)](#) 10 minutes
- b. [Ordinance 3276-23 - amending Winter Park Firefighters' Pension Plan clarifying the definition of Salary and amending the pre-retirement death and disability sections to comply with the cancer presumption requirements of Florida Statutes. \(2nd reading\)](#) 5 minutes
- c. [Ordinance 3277-23- amending Winter Park Police Officers Pension Plan clarifying the definition of Salary. \(2nd reading\)](#) 5 minutes

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment

City Commission – Wednesday, August 9, 2023



City Commission

agenda item

item type Invocation	meeting date August 9, 2023
prepared by Kim Breland	approved by
board approval	
strategic objective	

subject

Pastor Bruce Mayhew, Gateway Church

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date August 9, 2023
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Major (or long-term) project funding strategies.

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date August 9, 2023
prepared by Jennifer Guittard	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

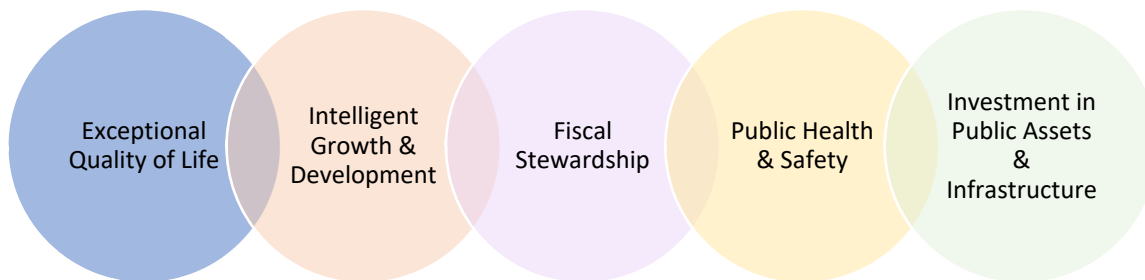
[City Managers Report 8.9.23.pdf](#)



90-Day Report

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

City of Winter Park Strategic Objectives



Upcoming Commission Items

Title 1: Fiscal Stewardship

Item	Description	Item Department	Item Date
Budget and Millage Ordinance Adoption	At the City Commission meetings on September 13th & 27th, the first and second readings of the ordinance adopting the budget and millage rate, will be approved in accordance with statute.	Administration	Sept

Title 2: Intelligent Growth & Development

Item	Description	Item Department	Item Date
OAo project	Conditional use request for a project within the OAo at 805 W Fairbanks Ave.	Planning	Sept
Comprehensive Plan Adoption	At the Sept. 27th and October 25th City Commission agendas, will be the approval of the updated Comprehensive Plan for transmittal to the Florida DEO for their review and comment.	Planning	Sept

Upcoming Advisory Board Meetings

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

Additional information relating to all of the City's boards such as meeting schedules, agendas, minutes, and board membership can be located on the City website at:

<https://cityofwinterpark.org/government/boards/>

August Board Meetings

Advisory Board	Meeting Date	Meeting Time
Planning & Zoning Board	8/1/23	6 p.m.
Lake Killarney Board	8/2/23	10 a.m.
Winter Park Firefighters' Pension Board	8/3/23	4 p.m.
Winter Park Police Officers' Pension Board	8/3/23	6 p.m.
Economic Development Advisory Board	8/8/23	8:15 a.m.
Lakes & Waterways Board	8/8/23	Noon
Historic Preservation Board	8/9/23	9 a.m.
Winter Pines Golf Course Advisory Board	8/14/23	8 a.m.
KWPB&S Advisory Board	8/15/23	11:45 a.m.
Parks & Recreation Advisory Board	8/16/23	5:30 p.m.
Public Art Advisory Board	8/21/23	Noon
Transportation Advisory Board	8/21/23	4 p.m.
Utilities Advisory Board	8/22/23	Noon
Tree Preservation Board	8/22/23	5 p.m.
Lake Killarney Board	8/23/23	8:30 a.m.

Upcoming Special Meetings

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

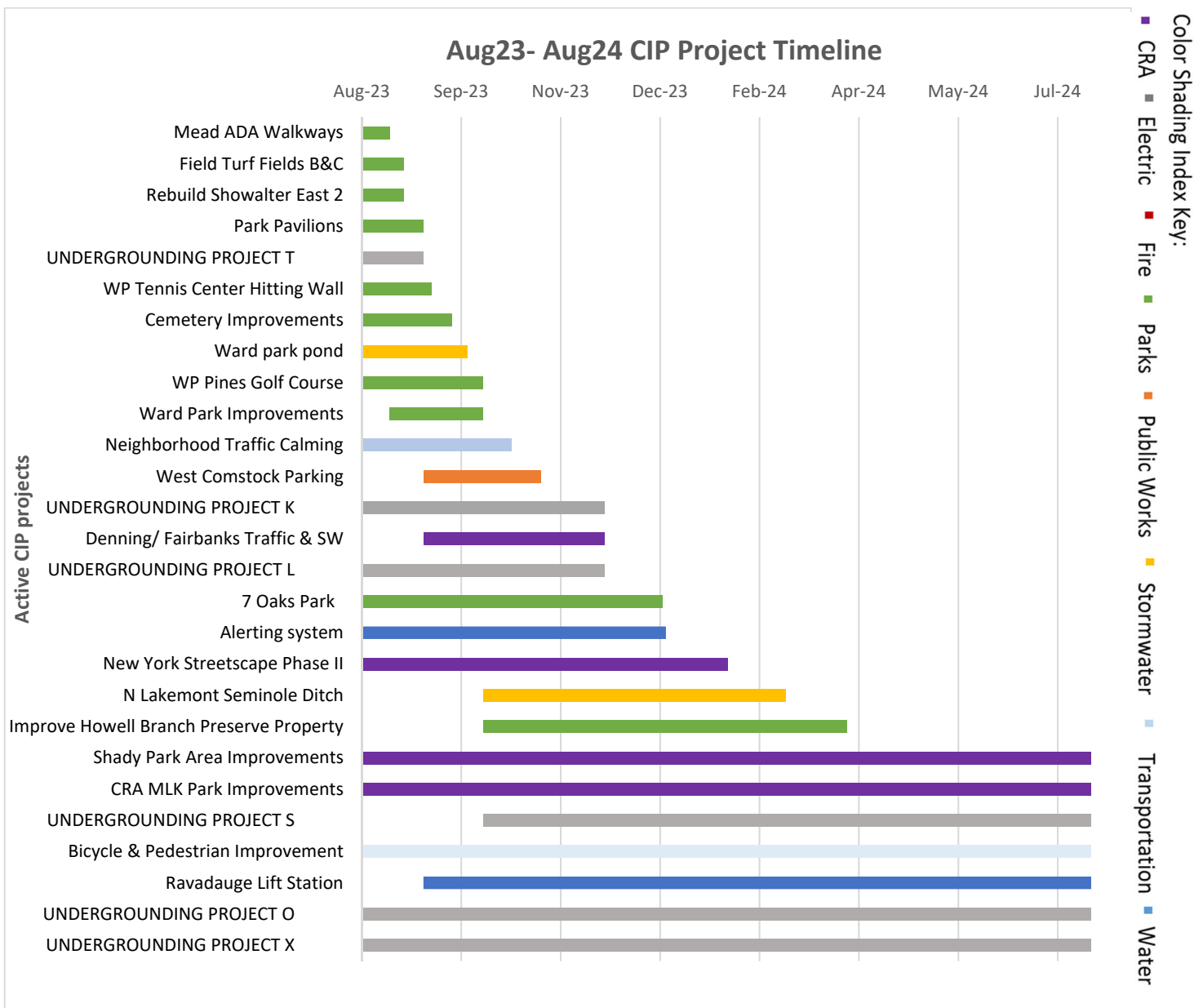
Work Sessions	Meeting Date	Meeting Time
CRA Workshop	8/7/23	5:30 p.m.
City Commission Work Session	8/10/23	1 p.m.
Planning & Zoning Board Work Session	8/22/23	Noon
City Commission Work Session	8/24/23	1 p.m.



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

Count by Status

Project Status	Planning Status	Active Status	Pending Status
Count Total 52	24	17	11



Title 1: Planning Status

Project	Project Update	Strategic Objective	Division
1792 Streetscape Imp.	MOU amendment approved at CRA meeting 1/27/20. Design review underway by FDOT and staff including lighting and landscaping. FDOT in process of due diligence and potential ROW acquisition. FDOT and Metroplan currently evaluating projects based on new pricing for materials and labor. Given the funding necessary for this project, staff is recommending the Agency begin saving for this project over multiple years beginning in FY24.	Intelligent Growth & Development	CRA
Bicycle & Pedestrian Improvement	Various pavement marking improvements throughout the City are being evaluated. New RRFBs to be installed on Lakemont Ave near the hospital. Canton Avenue is being monitored to determine if any RRFB is required. Connection between Melrose Ave and Denning Dr south of the Tennis court is being evaluated. Additional projects are being planned.	Exceptional Quality of Life	Transportation
Bollards Downtown	Bollards purchased and secured in warehouse. A quote has been received to outsource the project. Due to cost, it will have to go to bid. Staff is developing a scope and identifying funding sources.	Exceptional Quality of Life	CRA
Building Department	Planning and designing the new Building department building at 1401 Howell Branch Rd.	Investment in Public Assets & Infrastructure	Public Works
CRA MLK Park Improvements	Artist solicitation for the memorial corner is completed and approved by Commission. Design and construction documents are underway. Community Playground concept was presented to both CRAAB and PRAB in April. Both groups approved via motion. The CRA Agency will review as part of their work session in August.	Exceptional Quality of Life	CRA
Denning Dr. Intersection	Extension to railroad north of Webster approved by CRA Agency on August 24 with a value of 500k. Design concept at 100%. Staff reached out to OCPS as a courtesy. Estimated start date pushed due to priority on Denning/Fairbanks intersection work. A January 2024 date is being evaluated to begin the project.	Investment in Public Assets & Infrastructure	CRA
Denning/Fairbanks Traffic & SW	Design schematics complete for transportation improvements including a separate southbound right turn lane to ease traffic congestion. FDOT permit	Investment in Public Assets & Infrastructure	CRA

Project	Project Update	Strategic Objective	Division
	acquired and solicitation complete. Contract with the vendor has been approved with anticipated preconstruction meetings in August.		
Downtown Enhancements	Staff continues to address issues such as trash/recycle can replacement not contemplated in the city budget.	Exceptional Quality of Life	CRA
Electric Substation upgrades	We continue to work with OUC on substation inspection and maintenance. Several breakers have been identified at the Canton Ave substation needing to be changed out. Researching pricing and timeline for breaker replacement.	Investment in Public Assets & Infrastructure	Electric
FDOT 17-92 UT Line Relocate	Draft design complete. Department is evaluating direction of project for next phase.	Investment in Public Assets & Infrastructure	Water & Sewer
Fire Safety Equipment	The alerting system RFP is under final review for approval. Station 61 upgrades are being planned.	Public Health & Safety	Fire
Improve Howell Branch Preserve Property	Dix Hite provided 90% construction plans completed and Pond completing remediation plan for final submittal to SJWMD permitting. Awaiting permitting response from SJWMD, expected permit response by end of August.	Investment in Public Assets & Infrastructure	Parks
Kennedy Rd Wide Force Mn	OC Roadway project split into 2 phases. City force main within Phase 2 which is scheduled to begin July 2026.	Investment in Public Assets & Infrastructure	Water & Sewer
Lake Bell Weir Improvements	Engaging in consulting services for necessary improvements.	Investment in Public Assets & Infrastructure	Stormwater
Lift Station R&R	Waiting for quote for the rehabilitation of Lift Station #35 (Laurel Springs).	Intelligent Growth & Development	Water & Sewer
N Lakemont Seminole Ditch	Final design, permitting, and bid package will be generated for an anticipated start of construction in fall of 2024.	Investment in Public Assets & Infrastructure	Stormwater
Park Pavilions	Ward Park pavilion replacement being planned for Fall 23 once concession area work has been completed.	Investment in Public Assets & Infrastructure	Parks
Parks Swoope Facility BLD	Property swap complete. City working with architect firm for facility design.	Exceptional Quality of Life	Parks
Ravadauge Lift Station	Final design in progress. Design anticipated to be complete by August 2023 for construction thereafter.	Investment in Public Assets	Water & Sewer

Project	Project Update	Strategic Objective	Division
		& Infrastructure	
Richard Crotty Pkw	Roadway project pushed back by Orange County to begin construction Spring 2025. Water and wastewater utilities design 95% complete.	Investment in Public Assets & Infrastructure	Water & Sewer
Shady Park Area Improvements	Monthly meetings with stakeholders, artist, and staff underway to continue communication on the project. Consensus on project concept with design underway. Timeline for fabrication, installation of the art piece, and remaining amenity enhancements currently estimated at 12-14 months from July 2023.	Exceptional Quality of Life	CRA
UT Lines 434 Road Widening	Design is 90% complete. FDOT has delayed roadway project bid until July 2026.	Investment in Public Assets & Infrastructure	Water & Sewer
Water Treatment Plants R&R	Reviewing water treatment plant conditions for future rehabilitations next fiscal year.	Investment in Public Assets & Infrastructure	Water & Sewer
WP Estates WW Plant	Standby generator is installed and operational. Completing startup and troubleshooting activities. Planning next phase of plant upgrades.	Investment in Public Assets & Infrastructure	Water & Sewer

Title 2: Active Status

Project	Project Update	Strategic Objective	Division
7 Oaks Park	Contract between Collage and City is in final stage of review with City Attorney's office and Purchasing team. Pre Construction meeting was held on 7/18 to ensure that work is able to move forward as soon as contract is completed and executed.	Investment in Public Assets & Infrastructure	Parks
Cemetery Improvements	Columbarium structures are being installed. Installation of paver is underway. Expected completion date September 2023	Investment in Public Assets & Infrastructure	Parks
Electric Meter Replacement	New meters are being integrated and exchanged with old meters.	Investment in Public Assets & Infrastructure	Electric
Electric Undergrounding Project	Miles of Undergrounding performed Project J: 2.72 miles 45% complete Project L: 9.57 miles 86.7% complete Project R: 4.31 miles 37.8% complete Residential Service Conversions (RSC)	Investment in Public Assets & Infrastructure	Electric

Project	Project Update	Strategic Objective	Division
	Fiscal YTD: 323 TOTAL so far for FY 2023: 2.37 miles		
Facility Capital Improvements	Evaluating HVAC replacement options for Emergency Operations. Aloma Plant roof replacement Complete. HVAC replacement at building 11 to be complete by 8/3. Preparing for replacement units at building 10 (r22).	Investment in Public Assets & Infrastructure	Public Works
Improve Mead Garden	Work has begun on internal pathway for Mead gardens; footbridge and clearance of scrub trees in pathway has been completed for grading work to being July 10th. Mead board has determined pavilion replacement. Pavilion has been selected and ordered with tentative installation date September 2023. Demo of old structure is scheduled for 8/21/23 and installation of new slab will occur prior to early September installation.	Exceptional Quality of Life	Parks
IT Infrastructure Upgrade	Funding being utilized for modernization of IT infrastructure.	Fiscal Stewardship	IT
Neighborhood Traffic Calming	City staff will be installing traffic calming devices at the following locations because the speeds collected along these sections of road were determined to be excessive and creates an unsafe environment for vulnerable users. 1. New York Avenue between Park Ave and Webster Ave. Winter Park Rd between Glenridge Way & Corrine Dr will be completed in August.	Investment in Public Assets & Infrastructure	Transportation
New York Streetscape	Phase I construction complete. Coordination on Phase II (New York Avenue to Morse Blvd intersections) streetscape and ADA enhancements underway. New York and Comstock intersection complete. Morse and New England intersections 50% complete. Welbourne Ave is expected to begin over the next month.	Intelligent Growth & Development	CRA
Post Office Acquisition	Awaiting response from Post Office regarding their opinion of the two Commission approved potential sites.	Investment in Public Assets & Infrastructure	CRA
Signalization Upgrade	City staff is currently working with FDOT to evaluate traffic signal timings along the state roads to see if the timings can be optimized. Also, City staff is working on optimizing signal timings on the Denning Drive and Glenridge Way corridors. The	Investment in Public Assets & Infrastructure	Transportation

Project	Project Update	Strategic Objective	Division
	consultant has provided proposed signal timings, and they are under review and will be implemented in August. The Phase 1 preemption installation has been completed and Phase 2 is being planned. In addition, City staff is looking into adding a pedestrian countdown signal modification on Park Ave & Lyman Ave.		
Tennis Center Upgrades	Pickleball net has been ordered with expected delivery on or before June 2023. Staff is working with instruction contractor on options for hitting wall. Well will be replaced after Mead well with expected completion before August 2023.	Investment in Public Assets & Infrastructure	Parks
Upgrade Water Mains	Upgrading AC water mains in Kingwood subdivision in Or Co.	Investment in Public Assets & Infrastructure	Water & Sewer
Ward Park Improvements	Concession stand work to begin by mid-August awaiting permit approval; Pavilions and sidewalk connections Fall	Exceptional Quality of Life	Parks
Ward park pond	Ward Park ponds construction is complete. Estimated completion of the necessary piping is September 2023.	Investment in Public Assets & Infrastructure	Stormwater
Winter Park Sports Complex	Field Turf moved to Showalter East – Conversion to sports turf began the week of 4/3 with projected completion by late August 2023. Conversion of softball field 10 to multipurpose is underway with tentative completion by mid-August.	Investment in Public Assets & Infrastructure	Parks
WP Pines Golf Course	ADA restroom and plumbing improvements are scheduled for Summer 2023 with work tentatively slated to begin late September. August date was pushed back due to architect error requiring revision to construction documents. Canopy replacement and upgrade completed. Bridge repairs and replacement underway, dredging project active, outdoor seating area to be completed by September.	Investment in Public Assets & Infrastructure	Parks

Title 3: Pending Status

Project	Project Update	Strategic Objective	Division
Cady Way Pool Improvements	Contract has been awarded to vendor and work scheduled for Sept 2023	Exceptional Quality of Life	Parks

Project	Project Update	Strategic Objective	Division
CRA Small Projects	Canton & Garfield pedestrian connection project is now on hold due to unforeseen added cost. Process moving forward is to evaluate in conjunction with other improvement opportunities. Staff is reviving internal conversations on how to support pedestrian traffic to this new downtown stage civic amenity.	Intelligent Growth & Development	CRA
Decorative Lights and Trees in CRA	140 total decorative lights have been installed. Coordination with Electric Utility on assessment of light replacements/additions as needed.	Intelligent Growth & Development	CRA
East OC Service Improvement	Flow diversion to East WRF/Reduce flow in Lakemont gravity main	Investment in Public Assets & Infrastructure	Water & Sewer
Nicolete Ave Stormwater Replacement	SJRWMD permit exemption is being requested.		Stormwater
Sewer Main Extensions	Extension of sewer mains to support new development or redevelopment.	Investment in Public Assets & Infrastructure	Water & Sewer
Showalter Field Cap.	Funds from current FY and funding received in FY24 will be used to upgrade stadium lighting to LED; work will occur either Winter break or Summer 24 depending on availability of contractor.	Exceptional Quality of Life	Parks
St. Andrews Trail	Design completed for which the City has been reimbursed by the FDOT. Due to the 250% increase in construction materials, this project has been delayed to FY2026-FY2027 per Metroplan Orlando.	Investment in Public Assets & Infrastructure	Transportation
Stormwater Rehab	Storm sewer repairs to be scheduled throughout the City on an as-needed basis.	Investment in Public Assets & Infrastructure	Stormwater
Temple Dr SW Imp	Future improvements pending funding in the 5yr capital plan.	Investment in Public Assets & Infrastructure	Stormwater
West Comstock Parking	West Comstock parking and an extension to the Library parking lot concept drawings are complete. Both are pending permitting by the SJRWMD.	Investment in Public Assets & Infrastructure	Public Works

Recently Completed Projects

Parks Department

The Parks and Recreation Department has completed the foot bridge construction at Mead Gardens as part of Exceptional Quality of Life strategic objective.

Parks Department

The Parks and Recreation Department and Public Works Department jointly completed the capital improvement to Dinky as part of Exceptional Quality of Life strategic objective.

Stormwater Department

The Stormwater Department has completed the dredging of the Venetian and Fern canals as part of Exceptional Investment in Public Assets and Infrastructure strategic objective.





City Commission **agenda item**

item type Non-Action Items	meeting date August 9, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Quality of Life Fiscal Stewardship	

subject

Presentation from the Winter Park Public Library

motion / recommendation

background

The Winter Park Public Library has requested the opportunity to present their budget and provide an update on their operations.

alternatives / other considerations

fiscal impact

The City of Winter Park has an operating agreement with the WPPL to provide library services. The proposed FY24 budget has provided for a 5% increase in funding levels over last year, bringing support to \$1.93 million. Traditionally the city has supported about 70% of the library's annual operating budget with the library fundraising for the remainder.



City Commission **agenda item**

item type Consent Agenda	meeting date August 9, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, July 26, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2023-07-26.pdf](#)



City Commission Regular Meeting Minutes

July 26, 2023 at 3:30 p.m.

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

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, and Todd Weaver (Virtual); City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

1) Meeting Called to Order

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

2) Invocation

The invocation was given by Finance Director Wes Hamil, followed by Pledge of Allegiance.

3) Approval of Agenda

Motion made by Mayor Anderson to approve the agenda moving Item 11a after Items 11 b and c; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

4) Mayor Report

Congratulated Deputy Police Chief Pam Marcum and Police Sergeant Jeff Marcum on their retirement and thanked them for their long-term service to the city and welcomed new Deputy Chief Lisa Suepat.

5) Citizen Budget Comments

6) City Manager Report

a. Confirmation of new Department Heads

Mr. Knight recommended the promotion of Pam Russell and Peter Moore as directors of the new departments of Human Resources and OMB, respectively, and the promotion of Allison McGillis to Director of Planning and Zoning, replacing current director Jeff Briggs who is retiring. Mayor Anderson thanked Director of Planning and Zoning Jeff Briggs for his 45 years and congratulated the new department directors.

Motion made by Commissioner DeCiccio to confirm the appointments effective October 1, 2023; seconded by Commissioner Sullivan. Motion carried unanimously with a 5-0 vote.

- b. Report on process of taking over a state road

Director of Public Works Charles Ramdatt explained the constraints and obligations of taking control of state roads and said staff will be meeting with FDOT.

7) City Attorney Report

8) Non-Action Items

9) Public Comments | 5 p.m. or soon thereafter (taken after Item 11b)

10) Consent Agenda

- a. Approve the minutes of the regular meeting, July 12, 2023
- b. Approve the minutes of the work session, July 13, 2023
- c. Approval of the following piggyback contract:
 - 1. Control Technologies, Inc. - Florida Department of Transportation Contract #DOT-ITB-23-9037-SJ - Approved Products List Traffic Equipment; For goods on an as-needed basis during the term of the Agreement through March 14, 2024; Amount: \$225,000
- d. Approval of the following contracts:
 - 1. Dix-Hite Partners, Inc. - RFQ30-22 - Professional Landscape Architectural Services; For services on an as-needed basis during the term of the Agreement through December 13, 2023; Amount: \$200,000
 - 2. Fortune Painters of Florida, LLC - IFB25-19 - Painting Services; For services on an as-needed basis during the term of the Agreement through August 19, 2024; Amount: \$175,000
 - 3. HDD of Florida, LLC - RFP15-19 - Underground Conduit/Pipe Installation Services; For services on an as-needed basis during the term of the Agreement through October 1, 2023; Amount: \$3,300,000
 - 4. Power Engineers, Inc. - RFQ18-18 - Electric Underground Conversion Design; For services on as-needed basis during the term of the Agreement through October 5, 2023; Amount: \$225,000
 - 5. Incline Consulting, Inc. - Independent Contractor Agreement; For services on an as-needed basis during the term of the Agreement through January 31, 2025; Amount: \$78.75/hour
- e. Approval of the following formal solicitation:
 - 1. Garcia Civil Contractors - IFB21-23 - Denning/Fairbanks Right Turn Lane Construction; Amount: \$644,916.5

Commissioner Weaver noted the contract execution date under Item (d)1 should be December 2022, rather than December 2023.

Motion made by Commissioner Weaver to approve the Consent Agenda with the correction noted; seconded by Commissioner Sullivan. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

11) Action Items Requiring Discussion

b. 5 & 25-Year Strategic Capital Plan Review

Division Director of OMB Peter Moore presented the capital plan noting the potential large addition of projects evolving from the transportation master plan and stormwater projects that may need to be moved to the 5-year plan to address immediate issues. Responding to comments, Mr. Moore suggested delaying discussion of transportation projects until strategies from the Transportation Master Plan are developed and of stormwater projects until more information is gained on funding, i.e. stormwater fee collection, grants, stormwater fund and potential use of general fund. He summarized the unfunded list showing a deficit of approximately \$30m.

Discussion was held on immediate, short and mid-term stormwater/flood improvement needs and road improvements, particularly those that impact neighborhoods (Hannibal Square) and funding stormwater improvements through a bond issue.

Commissioner Sullivan suggested identifying projects that must happen regardless of funding, grants or reserves, if necessary, and other projects that would be done depending on funding.

The following items were discussed and action noted:

- Stormwater Flood Prevention (Mayor Anderson) – Add Short-term, \$2m; Mid-term, \$10m (Amended after discussion to \$5m with note for \$5m from CRA with balance from grants or another source.)
- Transportation Master Plan Projects (Mayor Anderson) - \$700k for technology
- Winter Park Playhouse (Commissioner Sullivan) - Retain on list without funding but with note to be funded from TDT or other sources (CRA)
- Farmers Market - West Meadow (Mayor Anderson) - a pavilion is planned and funded in the CRA budget.
- Fire department needs (Mayor Anderson) - Address as future annexations are considered including reconstruction of Lakemont station and new training facility possibly a public safety bond issue.
- MLK Park Improvements (Mayor Anderson) - project is already funded and will be discussed in the CRA meeting but budget may need to be increased.
- Acquisition of property fronting on SR 436, near the 7th hole (recommended by Golf Course Advisory Board) - to accommodate restaurant at the clubhouse and using this property for the maintenance building and for drainage. (Removed with note to monitor for opportunities.)

Commissioner Cruzada said that while revenue bonds could be issued to finance the purchase and expand the golf course, he does not feel there is an immediate need to purchase. Commissioner Weaver said the extra property could be used to lengthen the course and increase revenue from greens fees. Discussion followed on golf course revenue and the need for a business case before deciding to purchase.

Parks and Recreation Director Jason Seely said it may not be for sale later and that this could be used to make a restaurant viable and consider adding a tap bar. After discussion, consensus was for staff to prepare a business case.

- Acquisition of Bank of the Ozarks property (Commissioner Sullivan) - Reduce to \$6.5m and retain improvements at \$2m, with note to defer during the budget process.
- Lightning shelter at Winter Park 9 (Commissioner DeCiccio) – Retain at \$70k
- Downtown Parking Garage (Mayor Anderson) - Expressed reluctance to displace higher priorities for near-term planning and continue to carry \$7m in CRA. (Remove \$11.5m from unfunded list to long-term.)

Commissioner Weaver suggested a downtown shuttle service in conjunction with leasing parking spaces from two churches in the area. Mr. Moore advised that \$7m is allocated in the CRA for parking improvements, which could be used.

Commissioner DeCiccio suggested reallocating the \$7m for the post office toward infrastructure improvements in the area. Mr. Moore said with anticipated revenue of \$7m through the end of the CRA, the total funding for the post office is approximately \$14m. He explained deadlines and requirements for allocating and spending CRA funds after the CRA ends. Discussion followed on reallocating funds if there is no deal to purchase the post office before the CRA ends and options for allocating funds for stormwater improvements.

Mr. Moore said the changes, including estimated surplus funds, result in a deficit of approximately \$12.5m. Mayor Anderson noted that the Ozarks property accounts for \$8.5 (purchase and improvements) with funding decision to be determined in the next several months and that \$7m was added for stormwater projects. Discussion returned to funding options, including a bond issue, for these items and items coming from the transportation master plan. Mr. Moore said he will revise this worksheet and provide updated revenue projections and budget worksheets to the Commission for their comments which will be reviewed in the August 23rd meeting.

A recess was held from 4:52 to 5:05 p.m.

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

There were no public comments.

11) Action Items Requiring Discussion (continued)

c. Budget Discussion & Set Tentative Millage Rate

Mr. Moore stated the budget was prepared at the existing millage rate of 4.0923 mills and confirmed that it maintains the city's current level of service with the addition of three public safety positions and one administrative position. He reviewed changes to the budget.

Staff responded questions stating each .25 mil raises approximately \$2.1m and that property taxes cannot be pledged for bonds without a voter referendum. Staff explained provisions for issuing bonds.

Motion made by Commissioner DeCiccio to adopt a tentative millage rate of 4.0923 mills; seconded by Mayor Anderson.

Commissioner Sullivan said residents have expressed to him that the city should increase the millage rate and suggested discussing how the additional .25 mills/\$2.1m would contribute toward critical infrastructure needs that would be forgone at the existing millage rate. He expressed concern that funding may fall short particularly if revenues estimates fall short and feels increasing the tentative millage rate would provide a safety net, but could still be dropped to the current millage rate.

Motion made by Commissioner Sullivan to amend the motion to increase the millage rate by .25 to 4.3423 mills; seconded by Commissioner Weaver.

Mayor Anderson said he feels a bond issue for stormwater infrastructure is preferable to increasing the millage rate which is harder to roll back.

Commissioner Weaver supported a small increase in the tentative millage rate given current costs and unclear future costs.

Mr. Knight responded to questions stating that a .25 millage rate increase would increase property taxes by \$25 per \$100,000 of taxable value and explained property tax exemptions and Save Our Homes program.

Commissioner Cruzada opposed a increasing the millage rate and user fees (as proposed) at the same time due to the impact to residents and families.

Commissioner DeCiccio said she feels the increase is not needed this year given the new homes that will come on tax rolls over the next year.

There were no public comments.

Upon a roll call vote on the motion to increase the tentative millage rate to 4.3423, Commissioners Sullivan and Weaver voted yes. Commissioners DeCiccio and Cruzada and Mayor Anderson voted no. Motion failed with a 2-3 vote.

Upon a roll call vote to set the tentative millage rate at 4.0923 mills, Commissioners Sullivan, DeCiccio, Cruzada, Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Mayor Anderson to adopt voted debt service millage as recommended (0.2379 mills on the General Obligation Bonds, Series 2017 & 2020 (Library & Events Center Bonds)).; seconded by Commissioner DeCiccio. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

a. Economic Development Advisory Board Retail Strategies Report

Mayor Anderson suggested refining the retail vision and then define the next steps. He reviewed staff's analysis showing growth rates in retail and office space and a good tax base to match growth of expenses over the long term. He concluded that although additional square footage is not needed, it is critical to be intentional about the square footage needed or wanted. He suggested tweaking the retail vision to include retail terminology and this report should be topic for a work session to allow more discussion.

Commissioner DeCiccio stressed the importance of including Hannibal Square and encouraged action to develop minority businesses in this area. She also stressed the importance of obtaining buy-in from landlords on Park Avenue.

Commissioner Cruzada suggested bringing back C-2 zoning to allow for mixed use concepts and greater flexibility for retail businesses to use a portion of their location for something other than retail. He expressed a desire to recreate the uniqueness and authenticity of Park Avenue from years ago.

Commissioner Sullivan stressed the need to support and encourage local businesses and also to provide a balanced mix of retailers.

Assistant Division Director of Economic Development/CRA Kyle Dudgeon outlined the analyses and process leading to this report. Staff's desire is to obtain feedback and continue the work toward developing programs and incentives based on that feedback.

Mayor Anderson suggested the commission accept the report and schedule a work session on September 28th with following items provided prior to the work session: 1. Revise the Winter Park Retail Vision adding a map of the market area and including retail terminology for long-term, 2. Provide a detailed inventory of types of stores and restaurants (possibly add to consultant scope of service). The bulk of work session would be on specifics raised by each commissioner. Approved by consensus.

Commissioner DeCiccio suggested that the Community Redevelopment Advisory Board be included.

Mayor Anderson suggested a future study on second and third floor uses, in particular, uses that do not generate additional traffic or parking needs and whether there something that could be done for specific segments of office users.

12) Public Hearings: Quasi-Judicial Matters

13) Public Hearings: Non-Quasi-Judicial Matters

- a. Ordinance - Amending Winter Park Firefighters' Pension Plan clarifying the definition of Salary and amending the pre-retirement death and disability sections to comply with the cancer presumption requirements of Florida Statutes. (1st reading)

- b. Ordinance - amending Winter Park Police Officers Pension Plan clarifying the definition of Salary. (1st reading)

A simultaneous public hearing was held on these two ordinances. Attorney Ardaman read the ordinances by title. There were no public comments.

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

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

- c. RESOLUTION 2276-23 - A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, CORRECTING RESOLUTION 2268-23 AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Attorney Ardaman read the resolution by title.

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

14) City Commission Reports

Commissioner Sullivan -

- Reported the Chamber of Commerce provided a book and extended an invitation on seminar on parking in September 21st at 5:30.

Commissioner DeCiccio -

- Asked about the elevators at the Events Center that are not work. Mr. Knight advised they continue to get struck by lightning and needs to be re-grounded. Ms. del Valle said the parts are on order and staff is also looking at solutions for re-grounding.

Commissioner Cruzada -

- Reported that the reflector at Summerfield and Cady Way has been damaged. Mr. Knight acknowledged and staff will repair.

Commissioner Weaver -

- Spoke about bond referendums and believes a large segment of residents would support a referendum for parks acquisition but a larger group would support a referendum for stormwater improvements. He suggested combining those referendums as part of a long-term strategy to use parkland for stormwater.

Mayor Anderson -

- Supported consideration of a bond issue once the report on flood and stormwater solutions is received. Discussion on restrictions, timeline and tasks to put on the March ballot.

Mr. Knight advised that only one issue is allowed per bond question and bond counsel would need to weigh in on combining parks and stormwater bonds into one question. After discussion, consensus was for staff to research and provide an update to the commission.

15) Summary of Meeting Actions

- Recognized retirements of Deputy Police Chief Pam Marcum and Sergeant Jeff Marcum and welcomed new Deputy Chief Lisa Suepat.
- Confirmed new department heads.
- Received overview on process for taking over state roads. Staff to meet with FDOT.
- Approved the Consent Agenda.
- Reviewed and revised 5/25-year capital plan with reevaluation after finalizing revenue options.
- Set tentative millage rate at current rate of 4.923.
- Set debt service millage rate 0.2379
- Accepted EDAB retail strategy report. Staff to update summary page, prior to work session on September 28th to discuss feedback and comments by the commission. Staff to work with CRAB and EDAB to assist minority businesses.
- Approved ordinances amending firefighter and police officer pension plans.
- Adopted resolution correcting date for collection of stormwater fees
- Staff to provide information for a referendum in March.

16) Adjournment

The meeting was adjourned at 6:27 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date August 9, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the work session, July 27, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2023-07-27 ws.pdf](#)



City Commission Work Session Minutes

July 27, 2023 at 1:00 p.m.

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

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, and Todd Weaver (Virtual); City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

Also Present

City Engineer Hong Lim, Director of Public Works and Transportation Charles Ramdatt and Senior Planner Lucas Cruse of Patel, Green & Associates.

1) Call to Order

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

2) Discussion Item(s)

a. Transportation Master Plan Draft

Engineer Hong Lim reviewed the background and purpose of the development of a transportation master plan that aligns with the regional Vision Zero plan. He spoke about funding, grants and prioritization of projects and tasks moving forward. Planning and transportation staff are updating the transportation section of the comp plan and the traffic and vehicle code. The Transportation Advisory Board (TAB) has approved the plan with recommendations. Mr. Lim addressed comments made at a previous meeting and informed that staff has requested FDOT look at timing of lights on SR 426 and 17-92 and the transportation team is working with the police department to develop solutions for bike/ped safety for children going to school. In response to questions, he explained FDOT plans that are part of Metroplan are not listed in this plan, but the list will be attached to the master plan.

Mr. Cruse gave an overview of projects included in the plan totaling over \$140M over 20 years: roadways, sidewalks, shared-use paths, greenway routes, crossings, roadway reconfiguration and streetscape, technology, parking (management of existing garage and on-street). He summarized implementation guidance for city plans, programs and policies, funding, and design. He noted TAB recommended adding design guidance for safety of elderly pedestrians and accommodations for future autonomous transit. He and Mr. Lim responded to questions on priorities, and sidewalk construction and costs.

Commissioner Sullivan said he would like to have more information/details on an integrated circular path with greenspace and transportation elements and greenways/connectivity to city parks. Mr. Cruse said the plan would be developed as projects within the master plan are designed and implemented. Mayor Anderson supported adding layering of the parks and connectivity to the map.

Commissioner Sullivan spoke about parking structures, which is not addressed in terms of existing conditions and could change demand for parking. He opposed spending \$418.5M on parking structures. Mr. Cruse said the immediate opportunity is to manage the existing parking supply with technology. Mr. Lim added the master plan is a working document and the project can be renamed as parking improvements.

Commissioner Cruzada referenced Map 3 which shows a population of age 65 and older Map 6 showing sidewalk inventory and asked for those maps to have additional overlays identifying pedestrian/motor vehicle accidents/intersections/sidewalks to assist the commission with prioritization. He addressed walkability, lack of sidewalks on certain streets and the difficulty pedestrians face getting to their destinations. Mr. Cruse noted the trail projects include making north and south connections from Cady Way Park up to Aloma and connecting to different parts of the city without pedestrians having to be on busy streets. Commissioner Weaver spoke about challenges residents face trying to cross Lee Road. Mr. Cruse noted the plan identifies crossing needs in that area.

Mayor Anderson referred to greenway projects (Map 20) and would like to label the connections to different trails stressing need for trail from Brewer Curve to Cady Way. He would like to see an illustration of the long-term plan that can be shared with the community. Mr. Lim said there may be a route that can be developed by the Brewer Curve bridge to Osceola and Mizell and connect to Lakemont. He noted that TAB has also requested a bike/ped map for residents and Mr. Cruse said a bike map has been included in the TMP as Priority 1 in the Shared Use Path & Greenway Projects table.

Mayor Anderson noted the southern greenway route needs to include the path through Baldwin Park and back up Lakemont to Cady Way. Mr. Ramdatt said a map can be added that shows regional trail connections to Winter Park trails.

Mayor Anderson spoke about pedestrian/bicycle overpasses and referenced the budget item for a crossing at 17-92. Mr. Lim said the idea for the overpass came about in discussions with FDOT, a developer, and the City of Maitland about renovations for the bridge over 17-92. The project is not being considered by FDOT for 5-10 years.

Commissioner Sullivan asked if consideration was given to pedestrian crossings at bus stops. Mr. Cruse responded yes, higher volume areas through downtown were considered and relate to recommended crossings.

Mayor Anderson reiterated he would like a marketing piece on the regional path system.

Mr. Ramdatt said the plan will be updated on a regular basis and technology will be emphasized and used wherever possible. Staff will continue to pursue grant opportunities.

Mayor Anderson spoke about financing/bond issuance and said over the next few months the commission should consider what projects may need to be done sooner than others. Mr. Ramdatt said staff is working on ways to combine stormwater and other infrastructure projects that can be completed at the same time. Commissioner DeCiccio stressed the importance of improving sidewalks, especially in the area of schools that walk or bike to school. Mr. Lim said a resolution may be needed for full adoption of the Vision Zero action plan once completed.

Mr. Lim informed Metro Plan's Vision Zero Safety Action Plan will identify and rank safety issues and municipalities may jointly apply for grants. A resolution may be needed at some point in order to participate.

Mayor Anderson asked that the Greenways and school safety plan be the initial projects started once the plan is adopted.

3) Adjournment

The meeting adjourned at 2:02 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date August 9, 2023
prepared by Rebecca Watt	approved by Jennifer Maier, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the following contracts:

item list

1. Pond & Company, Inc. - RFQ7-23 - Geotechnical & Environmental Consulting Services - For services on an as-needed basis during the term of the Agreement through May 11, 2024; Amount: \$400,000
2. The Davey Tree Expert Company - ITN23-18 - Vegetation Management Services - For services on an as-needed basis during the term of the Agreement through December 19, 2023; Amount: \$500,000
3. Geosyntec Consultants - RFQ6-23 - Professional Stormwater Management Engineering Services - Task Order for Stormwater Basin Study - Western Region; Amount: \$231,068.14

motion / recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued on February 3, 2023 with responses due on March 9, 2023 and we received eight (8) submittals. Staff shortlisted and received presentations from the top six (6) ranked firms. The contract was awarded to Pond & Company, Inc. on April 12, 2023.
2. A formal solicitation was issued in FY18. The award recommendation was approved by City Commission on October 18, 2018 with the contract executed November 14, 2018.
3. A formal solicitation was issued to award this firm to perform stormwater professional services. This proposal outlines the first of three major basin studies to be conducted as part of a City-wide Watershed Study to include the Lake Bell, Lake Killarney, and Lake Mendsen drainage basins. Updates and expansion of the existing Community Redevelopment Agency (CRA) study model is necessary to evaluate conceptual improvements.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.

ATTACHMENTS:

[CRA_Study_Expansion_Geosyntec_Proposal_2023-08-01.pdf](#)

August 1, 2023

Mr. Don Marcotte, PE

Assistant Public Works Director – City Engineer
City of Winter Park Public Works Department
1409 Howell Branch Road
Winter Park, Florida 32789

Subject: Proposal for CRA Study Update and Lake Killarney Expansion
Continuing Contract for Professional Stormwater Management & Design Services
City of Winter Park, Florida

Dear Mr. Marcotte:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to provide this proposal for providing our services for the above referenced project.

BACKGROUND

The City of Winter Park (City) is interested in having Geosyntec update the CRA Stormwater Master Plan (Geosyntec, 2020) and expand the study to include the contributing areas to Lake Killarney, Lake Bell, Lake Wilderness, and Lake Gem.

The City experienced significant flooding during Hurricane Ian in 2022 in the areas around Lake Killarney, Lake Mendsen (MLK Park), and Lake Bell. As a result, the City is interested in revisiting previous alternatives to reduce flooding around Lake Mendsen and alternatives to improve the interconnections between Lake Killarney, Lake Bell, and Lake Gem. Updates and expansion of the existing CRA study model is necessary to evaluate conceptual improvements.

SCOPE OF WORK

The consultant will perform the following engineering services under this task order:

- 1. Data Evaluation** - Collect, assemble, and evaluate existing data. Data collected previously during the CRA study will be updated and expanded as needed.
 - 1.1. GIS Data Collection and Compilation** - Compile relevant GIS and mapping data including topographical data, aerials, parcels, roads, wetlands, landuse, soils, political boundaries, watersheds, hydrography, FEMA floodzones, etc.
 - 1.2. Data Collection and Compilation** - Compile relevant available reports, surveys, plans (City, SJRWMD, etc.), and previous studies for drainage information and other information relevant to the project. It is noted that the City specifically requested review of the Interstate 4 drainage plans and permit documents to determine accurate basins and the Lake Wilderness permit documents.
 - 1.3. Compile and map drainage infrastructure data** in GIS based on collected plans, surveys, permits, studies, etc.
 - 1.4. Existing Problem Identification** – Identify flooding and water quality treatment deficiencies in the study area based on data evaluation. Also, meetings and discussions with County engineering and operations staff will be conducted to identify known problem areas.

2. Field Reconnaissance and Investigation

- 2.1. Field reconnaissance planning – Identification of data gaps and locations that require field verification.
- 2.2. Field reconnaissance & mapping - Field reconnaissance to confirm key drainage infrastructure data from plans and previous studies, drainage divides, drainage patterns, etc. Field notes and photographic documentation will be collected. Up to two (2) man days for two (2) Geosyntec staff are anticipated.
- 2.3. Compile and map field data – translate and organize field data (drainage information, contributing area observations, site features, photos, etc.) into GIS database to support existing conditions assessment.
- 2.4. Survey Needs Identification – Identify drainage structures and cross-sections needed to support development of the existing conditions H&H model.

3. Existing Conditions Assessment

- 3.1. Develop model basins and hydraulic network – based on the collected data, a hydrologic & hydraulic (H&H) model network will be developed in order to evaluate the level of service (LOS) of the drainage system and support project conceptualization. ICPR version 4 is proposed as the H&H model. The Canton Avenue area in the model will continue to utilize a two-dimensional (2D) overland flow model approach. Other areas of the model will utilize a one-dimensional (1D) model approach. The model domain will include the previous CRA model and the contributing areas to Lake Killarney, Lake Bell, Lake Wilderness, and Lake Gem. Only minor adjustments to the existing CRA hydraulic model network are anticipated, however, due to newer 2019 LiDAR topographic data the hydrologic basins within the CRA may require significant revisions. The model network outside of the CRA study area will focus on the lakes, lake interconnections, and significant flood storage in the contributing areas.
- 3.2. Parameterize Model Hydrologic and Hydraulic Data – populate model-specific hydrological data including rainfall excess parameters (land cover, subbasin areas, rainfall depths, etc.) and hydraulic information (pipe geometry, pump operating tables and rating curves, overtopping weirs, tailwater elevations, etc.).
- 3.3. Setup and Execute Simulations in H&H Model & Evaluate Model Performance – run H&H model and adjust model parameters to eliminate instability and mass balance issues, summarize results. Single event design storm simulations are anticipated. Model simulations anticipated include the 2, 10, 25, and 100 year / 24 hour events and the 10 and 25 year / 6 hour events. Rainfall depths will be referenced from NOSS Atlas 14 (<https://hdsc.nws.noaa.gov/>). The anticipated 24 hour and 6 hour rainfall distributions are the SCSII FL Modified and FDOT 6 hour, respectively. Model simulations will be coordinated with the City and consultants working on adjacent watersheds (SAI and Baxter & Woodman) to ensure consistency.
- 3.4. Model Validation – Run historical flood event simulation (Hurricane Ian) and compare model results to historical flooding data provided by the City and lake water level data (if available). Also, compare design storm event model results to known flooding problems. Adjust model parameters, if necessary, to increase accuracy of representing historical data. The validated ICPR model will be provided to the City. It is understood that the City will combine the study ICPR model with ICPR models of other sections of the City developed by others with the intent to create an up to date City-wide ICPR model.
- 3.5. Assess LOS of Drainage Infrastructure from Model Results – based on H&H model results, evaluate LOS of infrastructure to identify flood prone locations and provide a baseline for evaluation of the improvements.

- 4. Revisit CRA Alternatives Analysis** – Previous improvement alternatives will be reviewed and reevaluated. Based on discussion with City staff, the MLK Park underground storage alternative evaluated previously is too expensive and is not considered cost effective. Usage of additional park land to increase flood storage will be considered. Also, the water quality impacts of connecting to Lake Mendon and Lake Rose and increasing the lake size will be evaluated. In addition, the Canton Avenue improvement alternative will be reevaluated and adjusted as needed. The following tasks will be completed.
- 4.1. Develop Flood Improvement Concepts – Up to 3 improvement concepts will be provided.
 - 4.2. Evaluate Improvement Concepts in H&H model – parameterize and run conceptual conditions models with improvement features to evaluate LOS improvement.
 - 4.3. Evaluate Water Quality Impacts – evaluate pollutant load impacts of proposed conceptual improvements.
 - 4.4. Prepare sketches of improvement concepts – prepare GIS or CADD based sketches depicting improvements. The sketches may include profile or cross-section views of the concepts if considered necessary.
 - 4.5. Implementation and cost evaluation – prepare conceptual engineer’s estimates of probable costs for the improvements to develop benefit cost information. Overall benefit will also consider permitting, long term maintenance, constructability, water quality benefit, etc. The improvement concepts at each location will be compared and ranked based on the cost and other implementation considerations.
 - 4.6. Interim Project Recommendations – The alternative analysis results and preliminary recommended alternatives will be provided to the City. The H&H models and results, improvement concept sketches, and cost estimates will be provided as an interim deliverable to give the City the flexibility to move forward with project implementation.
- 5. Lake Bell and Lake Killarney Alternatives Analysis** – Flood improvement alternative concepts will be evaluated for the Lake Bell, Lake Wilderness and Lake Killarney interconnections. At a minimum, the following potential alternatives will be evaluated:
- Provide a direct connection from Lake Bell to Lake Gem.
 - Improvements to the existing connection from Lake Killarney to Lake Gem.
 - Adjustments to the risers on the Lake Killarney drainwells.
- 5.1. Develop Flood Improvement Concepts – At a minimum, 4 improvement concepts will be provided.
 - 5.2. Evaluate Improvement Concepts in H&H model – parameterize and run conceptual conditions models with improvement features to evaluate LOS improvement.
 - 5.3. Evaluate Water Quality Impacts – evaluate pollutant load impacts of proposed conceptual improvements.
 - 5.4. Prepare sketches of improvement concepts – prepare GIS or CADD based sketches depicting improvements. The sketches may include profile or cross-section views of the concepts if considered necessary.
 - 5.5. Implementation and Cost Evaluation – prepare conceptual engineer’s estimates of probable costs for the improvements to develop benefit cost information. Overall benefit will also consider permitting, long term maintenance, constructability, water quality benefit, etc. The improvement concepts at each location will be compared and ranked based on the cost and other implementation considerations.

5.6. Interim Project Recommendations – The alternative analysis results and preliminary recommended alternatives will be provided to the City. The H&H models and results, improvement concept sketches, and cost estimates will be provided as an interim deliverable to give the City the flexibility to move forward with project implementation.

6. Project Coordination Meetings – Meetings with SJRWMD and City of Eatonville, City of Maitland, and Orange County.

6.1. SJRWMD Meeting - Geosyntec will schedule and coordinate a meeting with SJRWMD to discuss permitting needs of recommended alternatives with the SJRWMD regulatory staff. Geosyntec will also prepare the meeting agenda, exhibits, attend the meeting, and prepare a meeting summary.

6.2. Municipality Meeting - Geosyntec will schedule and coordinate a meeting with staff from adjacent municipalities to discuss project efforts and recommended alternatives. Geosyntec will also prepare the meeting agenda, exhibits, attend the meeting, and prepare a meeting summary.

7. Draft Report

7.1. Report Narrative

- *Introduction and Background* - description of the study area, study goals and expectations, and apparent deficiencies.
- *Data Collection and Review* - description of data collected, relevancy and usage of data.
- *Existing Conditions Assessment* - discussion of efforts undertaken to evaluate the existing conditions. Included will be a discussion of H&H model setup, parameterization, and execution, discuss results of the H&H model LOS assessment (this will include clearly summarizing deficiencies that warrant corrective action - tabular data summaries will be provided where applicable).
- *Improvement Alternatives Analysis* - Narrative will include the criteria used to base the evaluation of system upgrade concepts for improvements in LOS. Descriptions of the concepts with respect to design intent, success in meeting treatment/LOS objective, as well as other implementation criteria such as permitting, long term maintenance, and constructability - tabular data summaries will be provided where applicable).
- *Conclusions and Recommendations* - Report will include a comprehensive wrap-up of report data including existing conditions assessment conclusions, results of alternatives analysis, and providing specific recommendation(s) for City's consideration.

7.2. Prepare Figures and Exhibits – The following figures and exhibits are anticipated:

- Project Vicinity and Site Maps
- Drainage Infrastructure Maps
- Topographic, Soils and Land Cover, FEMA Floodplain Maps
- Existing Conditions Model Network and LOS Results Map
- Alternative Improvement Conceptual Conditions Model Network and LOS Results Map
- Improvement Concept Maps - depicting improvement sketches with relevant feature details (cross-section, structure details, etc.).

7.3. Compile Backup Data (Appendices and Electronic Data) – compile all relevant back-up data (model data, plans, reference data, etc.) into report appendices and electronic backup data.

7.4. QA/QC Review - Draft Report

7.5. Assemble and Transmit Draft Report PDF

8. Final Report

8.1. Prepare Response and Approach to Address City Comments on Draft Report – A letter detailing Geosyntec’s approach to responding to comments from the City will be submitted for City review. After agreement on the approach to comments, Geosyntec will address comments in the Final Report.

8.2. Incorporate City Comments and Compile Final Report

8.3. QA/QC Review - Final Report

8.4. Assemble and Transmit Final Report

8.5. Compile Electronic Deliverables on Disc – this will include a PDF of the final report, copies of all modeling data, copies of GIS/CADD files, copies of all back-up data, etc.

9. Public Meetings – Meetings to present study results to the Lake Killarney, Lakes Boards, and / or City Commission. Budget includes preparation for and attendance by Geosyntec staff at up to three (3) public meetings.

9.1. Prepare PowerPoint Presentation

9.2. Attend Meetings – assume 2 staff

10. City Drainage Designs Review – This task consists of review of existing City drainage improvement designs as identified by City staff. It is anticipated that Geosyntec will review and comment on project feasibility, implementation challenges (e.g., permitting), overall design, and general cost effectiveness of project.

11. Project Management

This task includes efforts to ensure proper project administration, effective communication within the project team and to the City, as well as technical procedures and guidelines are followed throughout the project duration. This will allow for successful project delivery to the City. The following project management tasks will be completed:

11.1. Project setup & administration

11.2. Monthly Status meetings / schedule updates / miscellaneous correspondence

11.3. Monthly project tracking & status reports

SCOPE ASSUMPTIONS

1. The scope does not include meetings with the SJRWMD to discuss permitting of any of the proposed improvement alternatives.
2. The Interconnected Channel and Pond Routing Model (ICPR) Version 4 will be the hydrologic/hydraulic model utilized to analyze the drainage systems for this study. The existing and alternative conditions models will be provided to the City with the project deliverables.

3. No surveying services are included during the initial feasibility phase of work. Physical information on infrastructure (e.g., pipe inverts, etc.) needed for the model will be based on available plans and field measurement. If the need for survey is identified during the course of the project, surveying services may be added through a contract amendment.
4. Geotechnical services are not included in this scope of work. If the need for geotechnical work is identified during the course of the project, geotechnical services may be added through a contract amendment.
5. Services related to ecological/environmental assessments, mitigation plans, or surveying of any jurisdictional wetlands are not included in this proposal. If the need for this work is identified during the course of the project, ecological services may be added through a contract amendment.
6. The engineering sketches of the proposed improvements will be conceptual sketches only and are not intended to be used to support a permit application or as construction plans. A scope of work to provide detailed plans to support construction and permitting can be provided separately once the improvement concept is agreed upon.
7. Deliverables will be provided in electronic format only - digital PDF copy on disk with all backup data.

BUDGET ESTIMATE

Geosyntec proposes to provide the services discussed herein for **\$231,068.14**, in accordance with the terms and conditions specified herein and pursuant to Geosyntec's April 2023 contract for professional services with the City. The not to exceed fee amount is based on our estimated budget for performing these services, which includes the labor, subconsultant fees, and other direct costs necessary to complete the work scope described in the proposal, as detailed in Attachment A.

Project efforts will be billed to the City on a task percent complete basis, based on the major tasks defined in the cost build-up spreadsheet in Attachment A. Invoices will be structured to list project tasks (and other direct cost) with accomplished percent complete, and then corresponding budget invoiced, overall budget expended and overall budget remaining. A separate status report will be provided to the City's project manager providing a narrative of work accomplished supporting the invoice.

SCHEDULE

Geosyntec can begin work immediately upon receipt of the Notice to Proceed (NTP). The following scope tasks are anticipated to be completed sequentially in the order and durations listed in the table below:

Task	Task Duration	Project Duration from NTP
1 - Data Evaluation	4 weeks	4 weeks
2 – Field Reconnaissance and Investigation	3 weeks	7 weeks
3 - Existing Conditions Assessment	8 weeks	15weeks
4 – Revisit CRA Alternatives Analysis	4 weeks	19 weeks
5 – Lake Bell and Lake Killarney Alternatives Analysis	6 weeks	25 weeks
6 – Project Coordination Meetings	2 weeks	27
7 - Draft Report	4 weeks	31 weeks
City Review of Draft Report	2 weeks	33 weeks
8 - Final Report	3 weeks	36 weeks
9 – Public Meetings	2 weeks	38 weeks
10 – City Drainage Designs Review	38 weeks	
11 – Project Management	38 weeks	

CLOSURE

We appreciate the opportunity to work with the City on this project. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us at (407) 321-7030.

Sincerely,
Geosyntec Consultants, Inc.



Thomas Amstadt, PE, CFM
Principal - Project Manager
tamstadt@geosyntec.com



Mark W. Ellard, PE, CFM, D.WRE
Senior Principal
mellard@geosyntec.com

cc: Charles Ramdatt, Public Works Director and Don Marcotte, City Engineer

Attachments

A – Project Budget Estimate

NOTICE TO PROCEED

Geosyntec's budget request for the services described in Geosyntec's May 26, 2023 Proposal to the City of Winter Park is provided in the below table. Services will be billed on a task percent complete basis with a wage-cost-multiplier for a fee not to exceed the requested budget listed in the table below, and is subject to the terms and conditions in the Continuing Contract for Professional Stormwater Management and Design Services (RFQ-6-2023) dated April 26th, 2023.

Task	Requested Budget
1 - Data Evaluation	\$15,782.00
2 - Field Reconnaissance & Investigation	\$13,412.00
3 - Existing Conditions Assessment	\$51,334.00
4 – Revisit CRA Alternatives Analysis	\$25,900.00
5 – Lake Bell and Lake Killarney Alternatives Analyst	\$35,755.00
6 – Project Coordination Meetings	\$6,276.00
7 – Draft Report	\$21,826.00
8 – Final Report	\$9,929.00
9 – Public Meetings	\$14,706.00
10 – City Drainage Design Reviews	\$10,256.00
11 - Project Management	\$19,162.00
Communications Fee	\$6,730.14
TOTAL:	\$231,068.14

This estimate is based on Geosyntec's current knowledge of the work assignment, and the estimated amount is believed sufficient to cover performing the services described herein. Our estimated cost for performing these services includes the labor and materials believed necessary to complete the work scope described in the proposal. Any deviation from this work scope resulting from additional requests by the Client, new information or other considerations may result in modification of the work scope and a request for additional budget.

By its signature below authorizing Geosyntec to proceed in accordance with this Proposal, Client agrees to and approves of this Proposal. Please return this executed Notice to Proceed to Geosyntec. Upon receipt of the executed Notice to Proceed and official City Purchase Order, Geosyntec will initiate performance of the services described herein.

Agreed and Accepted by Client's Authorized Representative:

By: _____

Signature

Title

Printed Name

Date

ATTACHMENT A

BUDGET ESTIMATE

EXHIBIT A - FEE ESTIMATE

CRA Study Update and Lake Killarney Expansion													Date:		08/01/23		
Winter Park, Florida																	
Activity	Principal Engineer		Senior Professional Engineer		Professional Engineer		Sr. Staff Professional		Staff Professional		Project Administrator		Basic Activity Amount	Man-hours by Activity	Average Hourly Rate		
	Rate = \$274.00		Rate = \$254.00		Rate = \$198.00		Rate = \$178.00		Rate = \$154.00		Rate = \$85.00						
	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost					
1 Data Evaluation																	
1.1	GIS Data Collection and Compilation			\$0.00		\$0.00	2	\$396.00		\$0.00	4	\$616.00		\$0.00	\$1,012.00	6	\$168.67
1.2	Data Collection and Compilation			\$0.00	2	\$508.00	4	\$792.00		\$0.00	20	\$3,080.00		\$0.00	\$4,380.00	26	\$168.46
1.3	Compile and map drainage infrastructure data			\$0.00	2	\$508.00	8	\$1,584.00		\$0.00	40	\$6,160.00		\$0.00	\$8,252.00	50	\$165.04
1.4	Existing Problem Identification		0.5	\$137.00	2	\$508.00	4	\$792.00		\$0.00	4	\$616.00	1	\$85.00	\$2,138.00	11.5	\$185.91
SUBTOTAL			0.5	\$137.00	6	\$1,524.00	18	\$3,564.00	0	\$0.00	68	\$10,472.00	1	\$85.00	\$15,782.00	93.5	\$168.79
2 Field Reconnaissance and Investigation																	
2.1	Field Reconnaissance Planning			\$0.00	2	\$508.00		\$0.00		\$0.00	8	\$1,232.00		\$0.00	\$1,740.00	10	\$174.00
2.2	Field reconnaissance & mapping			\$0.00		\$0.00		\$0.00	20	\$3,560.00	20	\$3,080.00		\$0.00	\$6,640.00	40	\$166.00
2.3	Compile and map field data			\$0.00	2	\$508.00		\$0.00		\$0.00	8	\$1,232.00		\$0.00	\$1,740.00	10	\$174.00
2.4	Survey Needs Identification		0.5	\$137.00	1	\$254.00	8	\$1,584.00		\$0.00	8	\$1,232.00	1	\$85.00	\$3,292.00	18.5	\$177.95
SUBTOTAL			0.5	\$137.00	5	\$1,270.00	8	\$1,584.00	20	\$3,560.00	44	\$6,776.00	1	\$85.00	\$13,412.00	78.5	\$170.85
3 Existing Conditions Assessment																	
3.1	Develop model basins and hydraulic network		0.5	\$137.00	8	\$2,032.00	28	\$5,544.00	20	\$3,560.00	40	\$6,160.00		\$0.00	\$17,433.00	96.5	\$180.65
3.2	Parameterize Model Hydrologic and Hydraulic Data		0.5	\$137.00	4	\$1,016.00	40	\$7,920.00	12	\$2,136.00	16	\$2,464.00		\$0.00	\$13,673.00	72.5	\$188.59
3.3	Setup and Execute Simulations in H&H Model & Evaluate Model Performance			\$0.00	2	\$508.00	16	\$3,168.00	8	\$1,424.00	8	\$1,232.00		\$0.00	\$6,332.00	34	\$186.24
3.4	Model Validation			\$0.00	2	\$508.00	16	\$3,168.00	8	\$1,424.00	8	\$1,232.00		\$0.00	\$6,332.00	34	\$186.24
3.5	Assess LOS of Drainage Infrastructure From Model Results			\$0.00	2	\$508.00	16	\$3,168.00	8	\$1,424.00	16	\$2,464.00		\$0.00	\$7,564.00	42	\$180.10
SUBTOTAL			1	\$274.00	18	\$4,572.00	116	\$22,968.00	56	\$9,968.00	88	\$13,552.00	0	\$0.00	\$51,334.00	279	\$183.99
4 Revisit CRA Alternatives Analysis																	
4.1	Develop Flood Improvement Concepts		0.5	\$137.00	4	\$1,016.00	6	\$1,188.00	12	\$2,136.00	24	\$3,696.00		\$0.00	\$8,173.00	46.5	\$175.76
4.2	Evaluate Improvement Concepts in H&H model			\$0.00	1	\$254.00	4	\$792.00	6	\$1,068.00	12	\$1,848.00		\$0.00	\$3,962.00	23	\$172.26
4.3	Evaluate Water Quality Impacts		2	\$548.00		\$0.00	4	\$792.00	6	\$1,068.00	8	\$1,232.00		\$0.00	\$3,640.00	20	\$182.00
4.4	Prepare sketches of improvement concepts			\$0.00	2	\$508.00	4	\$792.00	6	\$1,068.00	12	\$1,848.00		\$0.00	\$4,216.00	24	\$175.67
4.5	Implementation and Cost Evaluation			\$0.00	1	\$254.00	2	\$396.00	6	\$1,068.00	6	\$924.00	1	\$85.00	\$2,727.00	16	\$170.44
4.6	Interim Project Recommendations		1	\$274.00	4	\$1,016.00	8	\$1,584.00		\$0.00	2	\$308.00		\$0.00	\$3,182.00	15	\$212.13
SUBTOTAL			3.5	\$959.00	12	\$3,048.00	28	\$5,544.00	36	\$6,408.00	64	\$9,856.00	1	\$85.00	\$25,900.00	144.5	\$179.24
5 Lake Bell and Lake Killarney Alternatives Analysis																	
5.1	Develop Flood Improvement Concepts		1	\$274.00	6	\$1,524.00	8	\$1,584.00	20	\$3,560.00	40	\$6,160.00		\$0.00	\$13,102.00	75	\$174.69
5.2	Evaluate Improvement Concepts in H&H model			\$0.00		\$0.00	6	\$1,188.00	8	\$1,424.00	16	\$2,464.00		\$0.00	\$5,076.00	30	\$169.20
5.3	Evaluate Water Quality Impacts		2	\$548.00		\$0.00	8	\$1,584.00	8	\$1,424.00	8	\$1,232.00		\$0.00	\$4,788.00	26	\$184.15
5.4	Prepare sketches of improvement concepts			\$0.00	4	\$1,016.00	4	\$792.00	8	\$1,424.00	24	\$3,696.00		\$0.00	\$6,928.00	40	\$173.20
5.5	Implementation and Cost Evaluation			\$0.00	1	\$254.00	2	\$396.00	4	\$712.00	8	\$1,232.00	1	\$85.00	\$2,679.00	16	\$167.44
5.6	Interim Project Recommendations		1	\$274.00	4	\$1,016.00	8	\$1,584.00		\$0.00	2	\$308.00		\$0.00	\$3,182.00	15	\$212.13
SUBTOTAL			4	\$1,096.00	15	\$3,810.00	36	\$7,128.00	48	\$8,544.00	98	\$15,092.00	1	\$85.00	\$35,755.00	202	\$177.00
6 Project Coordination Meetings																	
6.1	SJRWMD Meeting		3	\$822.00	6	\$1,524.00	4	\$792.00		\$0.00		\$0.00		\$0.00	\$3,138.00	13	\$241.38
6.2	Municipality Meeting		3	\$822.00	6	\$1,524.00	4	\$792.00		\$0.00		\$0.00		\$0.00	\$3,138.00	13	\$241.38
SUBTOTAL			6	\$1,644.00	12	\$3,048.00	8	\$1,584.00	0	\$0.00	0	\$0.00	0	\$0.00	\$6,276.00	26	\$241.38
7 Draft Report																	
7.1	Report Narrative			\$0.00	4	\$1,016.00	12	\$2,376.00		\$0.00	36	\$5,544.00		\$0.00	\$8,936.00	52	\$171.85
7.2	Prepare Figures and Exhibits			\$0.00	2	\$508.00	4	\$792.00	16	\$2,848.00	36	\$5,544.00		\$0.00	\$9,692.00	58	\$167.10

EXHIBIT A - FEE ESTIMATE

CRA Study Update and Lake Killarney Expansion Winter Park, Florida														Date:	08/01/23																									
Activity		Principal Engineer		Senior Professional Engineer		Professional Engineer		Sr. Staff Professional		Staff Professional		Project Administrator		Basic Activity Amount	Man-hours by Activity	Average Hourly Rate																								
		Rate = \$274.00		Rate = \$254.00		Rate = \$198.00		Rate = \$178.00		Rate = \$154.00		Rate = \$85.00																												
		Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost																											
7.3	Compile Backup Data (Appendices and Electronic Data)		\$0.00	1	\$254.00	2	\$396.00		\$0.00	2	\$308.00		\$0.00	\$958.00	5	\$191.60																								
7.4	QA/QC Review	2	\$548.00	4	\$1,016.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,564.00	6	\$260.67																								
7.5	Assemble and Transmit Draft Report PDF		\$0.00		\$0.00	1	\$198.00		\$0.00	2	\$308.00	2	\$170.00	\$676.00	5	\$135.20																								
SUBTOTAL		2	\$548.00	11	\$2,794.00	19	\$3,762.00	16	\$2,848.00	76	\$11,704.00	2	\$170.00	\$21,826.00	126	\$173.22																								
8 Final Report																																								
8.1	Prepare Response and Approach to Address City Comments on Draft Report	0.5	\$137.00	2	\$508.00	8	\$1,584.00		\$0.00	4	\$616.00		\$0.00	\$2,845.00	14.5	\$196.21																								
8.5	Incorporate City Comments		\$0.00	4	\$1,016.00	8	\$1,584.00		\$0.00	8	\$1,232.00		\$0.00	\$3,832.00	20	\$191.60																								
8.3	QA/QC Review - Final Report	2	\$548.00	4	\$1,016.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,564.00	6	\$260.67																								
8.4	Assemble and Transmit Final Report		\$0.00		\$0.00	2	\$396.00		\$0.00	4	\$616.00	2	\$170.00	\$1,182.00	8	\$147.75																								
8.5	Compile Electronic Deliverables on Disc		\$0.00		\$0.00	1	\$198.00		\$0.00	2	\$308.00		\$0.00	\$506.00	3	\$168.67																								
SUBTOTAL		2.5	\$685.00	10	\$2,540.00	19	\$3,762.00	0	\$0.00	18	\$2,772.00	2	\$170.00	\$9,929.00	51.5	\$192.80																								
9 Public Meetings																																								
9.1	Prepare Power Presentations	8	\$2,192.00	16	\$4,064.00		\$0.00	4	\$712.00	8	\$1,232.00	2	\$170.00	\$8,370.00	38	\$220.26																								
9.2	Attend Meetings (Includes 3 Meetings)	12	\$3,288.00	12	\$3,048.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,336.00	24	\$264.00																								
SUBTOTAL		20	\$5,480.00	28	\$7,112.00	0	\$0.00	4	\$712.00	8	\$1,232.00	2	\$170.00	\$14,706.00	62	\$237.19																								
10 City Drainage Designs Review																																								
10	City Drainage Designs Review	4	\$1,096.00	8	\$2,032.00	36	\$7,128.00		\$0.00		\$0.00		\$0.00	\$10,256.00	48	\$213.67																								
SUBTOTAL		4	\$1,096.00	8	\$2,032.00	36	\$7,128.00	0	\$0.00	0	\$0.00	0	\$0.00	\$10,256.00	48	\$213.67																								
11 Project Management																																								
11.1	Project setup & administration	2	\$548.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$170.00	\$718.00	4	\$179.50																								
11.2	Status Meetings / Schedule Updates / Misc. Correspondence	12	\$3,288.00	24	\$6,096.00	24	\$4,752.00		\$0.00		\$0.00		\$0.00	\$14,136.00	60	\$235.60																								
11.3	Monthly Project Tracking & Status Reports	12	\$3,288.00		\$0.00		\$0.00		\$0.00		\$0.00	12	\$1,020.00	\$4,308.00	24	\$179.50																								
SUBTOTAL		26	\$7,124.00	24	\$6,096.00	24	\$4,752.00	0	\$0.00	0	\$0.00	14	\$1,190.00	\$19,162.00	88	\$217.75																								
GRAND TOTALS		70	\$19,180.00	149	\$37,846.00	312	\$61,776.00	180	\$32,040.00	464	\$71,456.00	24	\$2,040.00	\$224,338.00	1199																									
Percent Breakdown		6%	9%	12%	17%	26%	28%	15%	14%	39%	32%	2%	1%	100%	100%																									
SUBCONSULTANTS																																								
<table><tr><th colspan="2">Name</th><th>Amount</th><th>Percentage</th></tr><tr><td>(1)</td><td></td><td></td><td>0.0%</td></tr><tr><td>(2)</td><td></td><td></td><td>0.0%</td></tr><tr><td>(3)</td><td></td><td></td><td>0.0%</td></tr><tr><td>(4)</td><td></td><td>\$ -</td><td>0.0%</td></tr><tr><td colspan="2">Total Subconsultant Fees:</td><td>\$ -</td><td>0.0%</td></tr></table>																	Name		Amount	Percentage	(1)			0.0%	(2)			0.0%	(3)			0.0%	(4)		\$ -	0.0%	Total Subconsultant Fees:		\$ -	0.0%
Name		Amount	Percentage																																					
(1)			0.0%																																					
(2)			0.0%																																					
(3)			0.0%																																					
(4)		\$ -	0.0%																																					
Total Subconsultant Fees:		\$ -	0.0%																																					
TOTAL NOT TO EXCEED FEE COMPUTATIONS																																								
(1) Professional Fees (from above) = \$224,338.00																																								
(2) Communications Fee (3% of Professional Fees) + \$6,730.14																																								
(3) Direct Expenses (from attached sheet) + \$0.00																																								
(4) Subtotal (Consultant's Fees) [(1)+(2)+(3)] = \$231,068.14																																								
(5) Subconsultant's Fees (from left) + \$0.00																																								
Proposed Total Not to Exceed Fee [(3)+(4)+(5)] = \$231,068.14																																								



City Commission **agenda item**

item type Consent Agenda	meeting date August 9, 2023
prepared by Rebecca Watt	approved by Jennifer Maier, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the following purchase:

item list

1. Gresco Utility Supply, Inc. - Transformers 50 KVA PAD, 120/240

motion / recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. An emergency Purchase Order (PO) was issued to procure additional transformers with long lead times with limited availability.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budget.



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date August 9, 2023
prepared by Randy Knight	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Agreement with Foundation of Kiwanis Club of Greater Orlando-Winter Park to release the restrictive covenant on the property located at 1925 Killarney Drive.

motion / recommendation

Approve the agreement to release the restrictive covenant.

background

On April 26, 2023, the Commission authorized staff to negotiate a release of the reverter clause so that the Kiwanis can sell the 1925 Killarney Drive property solely for the use as a single-family residence and that the bulk of the proceeds from the sale be used to benefit the Boy Scouts and Girl Scouts of America. It should be noted that the original restriction for the use of this property solely to for a scout house was put on the property by the City Commission of Winter Park and was not a restriction that existed when the city obtained the property. This Commission has the ability to modify the agreement as it sees fit.

Attached is the agreement for consideration.

As a result of the above action by the City Commission the Kiwanis withdrew its request of Orange County to develop the property into a new Scout house, thus eliminating the immediate concerns expressed by the neighbors.

The Kiwanis has worked with the Scout representatives who are in support of this agreement and will be represented on the trust board being created by Kiwanis. The agreement calls for the greater of \$250,000 or 25% of the proceeds to placed in a trust that will be distributed to the Scouts over a twenty-year period. This is expected to far exceed the support they were receiving from the Kiwanis in the past.

The remaining proceeds will be held by the Foundation and used to support several community non-profits including but not limited to, scouts, UCP, Boys and Girls Club,

Covenant House, Colonial High School Key Club, Winter Park High School Key Club, Orlando Science Key Club, Mathews Hope, Second Harvest Food Bank, Prince of Peace Food Pantry, SALT, Next Step, BETA, Lakemont K-Kids, Audubon Park K-Kids, Audubon Park Builders Club, Tough Tots, and A Gift for Teaching.

Below is additional background:

On December 17, 1951, the City of Winter Park conveyed the property at 1925 Killarney Drive to the Kiwanis Club of Winter Park. The sale contained a reversion clause that stated "the above-described property be used solely for the use of the Boy Scouts of America and the Girl Scouts of America, and their affiliated organizations; and should these condition be breached and the property at any time used for any other purpose, then the above-described property shall revert to the City of Winter Park, Florida, and the estate of the grantee be terminated."

The property contained a Boy Scout hut for several decades but was removed around 2007 after suffering hurricane damage. In 2019 the Kiwanis Club transferred the ownership of the property to its Foundation, but the reversion clause remained in place.

The Property is located in unincorporated Orange County. Recently the Kiwanis Foundation referenced above approached Orange County about rebuilding a scout building, along with 9 parking spaces, on the property. At the hearing before the Orange County Board of Zoning Adjustment several neighbors, including some Winter Park residents, spoke against the proposal. The Board of Zoning Adjustment approved the proposal, and an impacted neighbor now appealed. The appeal hearing was scheduled for May 23rd but was cancelled after the Kiwanis withdrew its application.

alternatives / other considerations

fiscal impact

None.

ATTACHMENTS:

[AGREEMENT REGARDING REVERTER AND RESTRICTIVE COVENANT final.docx](#)

AGREEMENT REGARDING REVERTER AND RESTRICTIVE COVENANT

THIS AGREEMENT REGARDING REVERTER AND RESTRICTIVE COVENANT (this "Agreement"), is made this ____ day of _____, 2023, ("Effective Date") by and between FOUNDATION OF KIWANIS CLUB OF GREATER ORLANDO-WINTER PARK, INC., a Florida corporation not-for-profit, whose address is 400 N. New York Ave, Suite 106, Winter Park, Florida 32789-3159 ("Seller"), and the CITY OF WINTER PARK, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, FL 32789 ("City"). The Seller and City are sometimes herein jointly referred to as the "Parties."

WHEREAS, Seller is the fee simple owner of that certain approximately 8.43 acres of land (which includes approximately 7.14 acres of lake bottom or submerged lands and approximately 1.29 acres of upland) located at 1925 Killarney Drive, Winter Park, Orange County, Florida, having Orange County Tax Parcel Identification #01-22-19-0000-00-001 and legally described in that certain Deed of Conveyance (the "Deed") dated December 17, 1951 and recorded on January 7, 1952 in Official Records Book 888, Page 329, Public Records of Orange County, Florida (the "Property"); and

WHEREAS, the Deed from the City to the Seller's predecessor in title reserved to the City a right of reverter (the "Reverter") stating that the Property would be used solely for the Boy Scouts of America and the Girl Scouts of America and their affiliated organizations (collectively, the "Scouts") and, should the Property ever be used for any other purpose, the ownership of the Property would revert back to the City.

WHEREAS, the Seller desires to sell the Property to be used solely for the construction, maintenance, repair and use of a single-family dwelling and its customary accessory structures and has requested that the City release the Reverter; and

WHEREAS, the City is agreeable to a release of the Reverter, in exchange for Seller's agreement to record a restrictive covenant on the Property restricting the use to a single-family residential dwelling and its customary accessory structures and to other terms and conditions contained in this Agreement.

For and in consideration of the above recitals and provisions set forth in this Agreement, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Parties agree as follows:

I. AGREEMENT TO RELEASE REVERTER AND RECORD RESTRICTION; TRUST; CLOSING:

A. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

B. Release of Reverter. Upon notice receipt of no less than fifteen (15) days written notice from Seller (the "Closing Notice"), that Seller is prepared to convey the Property to an unaffiliated third party, City will execute and deliver in escrow to Fishback Dominick LLP (the "Escrow Agent"), the Release of Reverter attached to and incorporated herein as Exhibit "A", subject to the terms, conditions and restrictions hereinafter set forth.

C. Restrictive Covenant. Upon delivery of the Closing Notice, Seller will execute and deliver into escrow to the Escrow Agent, the restrictive covenant attached to and incorporated herein as Exhibit "B" (the "Restrictive Covenant"), subject to the terms, conditions and restrictions hereinafter set forth. The Restrictive Covenant will be recorded in the Official Records of Orange County, Florida against the title to the Property, will be recorded immediately before the deed to convey the Property to an unaffiliated third party, and will not be subject to any lien, mortgage or other encumbrance which is not satisfactory to City in City's sole discretion. The deed of conveyance for the Property from the Seller to an unaffiliated third party will reference the recorded Restrictive Covenant by Official Records Book and Page Number and indicate that the conveyance is subject to such Restrictive Covenant in favor of and enforceable by the City of Winter Park. At least ten (10) days before Closing, Seller will provide the proposed deed of conveyance to the City for review, comment and approval. Seller will provide City with a copy of the title insurance commitment with respect to the sale of the Property for City's review and approval of the title to the Property prior to release of the Reverter. The title insurance policy concerning the transaction will also disclose that the conveyance of the Property is subject to the Restrictive Covenant.

D. Trust. As additional consideration for the release of the Reverter, and as compensation to the Scouts, who are a beneficiary of the Reverter, at Closing, Seller shall establish a charitable trust for the benefit of the Scouts (the "Trust"). The terms and conditions of the Trust will be subject to the approval of the City but shall provide the following terms and conditions:

1. The Seller will deliver the first two hundred and fifty thousand dollars (\$250,000.00) or twenty-five percent (25%) of the net sales proceeds from the sale of the Property (after only standard and reasonable closing costs), whichever is greater, to a third party trustee to establish the Trust. The costs and expenses of establishing the Trust with the trustee will be paid out of the Trust funds. If the net proceeds from the sale of the property are less than two hundred and fifty thousand dollars (\$250,000.00) then the entire net proceeds will be delivered to the Trust.
2. The Scouts will be the beneficiaries of the Trust.
3. The Trust funds will be distributed to the Scouts over a period of twenty (20) years.
4. The Seller providing the City with annual reporting of the disbursement of the funds to the Scouts.

5. The remaining net sale proceeds from the sale of the Property may be held by the Seller outside of the Trust and disbursed by Seller for charitable donations benefitting other local community needs including but not limited to only these current charities, Scouts, UCP, Boys and Girls Club, Covenant House, Colonial High School Key Club, Winter Park High School Key Club, Orlando Science Key Club, Mathews Hope, Second Harvest Food Bank, Prince of Peace Food Pantry, SALT, Next Step, BETA, Lakemont K-Kids, Audubon Park K-Kids, Audubon Park Builders Club, Tough Tots, and A Gift for Teaching.

E. Closing/Cost Reimbursement. Upon delivery of the executed Reverter and Restrictive Covenant to the Escrow Agent, Escrow Agent will hold such document in escrow until the Trust has been established to the satisfaction of the City which shall be a condition precedent to the City's obligations under this Agreement. Upon satisfaction of such condition, Escrow Agent will record the Reverter and the Restrictive Covenant in conjunction with the closing of the sale of the Property. The Seller shall reimburse the City \$5,000.00 out of the Property sale proceeds to cover the City's costs associated with this Agreement; such payment should be delivered to the City within five (5) business days after the Closing date.

II. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the Parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all Parties, shall control all printed provisions in conflict therewith.

III. NOTICE: Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered through hand delivery, or (ii) delivered through Federal Express, UPS, or other expedited mail or package service, addressed to the Parties at the address shown below. Any notice or demand that may be given hereunder shall be deemed complete (i) upon confirmed delivery if hand delivery, or (ii) upon confirmation of delivery if deposited with Federal Express, UPS, or other expedited mail with package delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other Parties in the manner herein provided. All notices shall be sent to Seller and the City as the following addresses:

City: Randy Knight, City Manager
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

With a copy to: Daniel W. Langley
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789

Seller: Foundation of Kiwanis Club of Greater Orlando-Winter Park, Inc.
Attn: _____
400 N. New York Ave, Suite 106,
Winter Park, Florida 32789-3159

IV. ESCROW AGENT: Seller and City agree that Fishback Dominick LLP shall serve as counsel to City and Escrow Agent, and in the event of any dispute, conflict or lawsuit, either between Seller, City or Escrow Agent or any combination thereof, Seller agrees that Fishback Dominick LLP may serve as Escrow Agent and attorneys for City in this transaction and in any dispute concerning or arising from this Agreement. Further, in the event of any dispute, conflict or lawsuit, involving any deposit, or this Agreement or the transaction or obligations or rights under this Agreement, the Escrow Agent may interplead the disputed funds or documents with the Clerk of the Circuit Court. Seller and City shall each pay Escrow Agent attorneys' fees and costs related to any dispute, conflict and litigation relating to this Agreement, or the transaction, or obligations or rights provided in this Agreement. Further, City and Seller each indemnify and hold harmless the Escrow Agent from all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters caused by Escrow Agent excluding gross negligence and intentional misappropriation by Escrow Agent. Monies held by Escrow Agent under this Agreement, if any, shall be placed in a non-interest bearing account. This Section IV survives termination of this Agreement and Closing.

V. DEFAULT. If the City fails to perform any of the covenants of this Agreement, Seller shall as its sole remedy: (i) have the right to terminate this Agreement; or (ii) seek specific performance of this Agreement. Seller waives monetary damages in the event of breach or default of City. If Seller fails to perform any of the covenants of this Agreement, City shall: (i) have the right to terminate this Agreement; or (ii) seek specific performance of this Agreement.

VI. DISPUTES.

1. **Laws/Venue.** All of the terms and conditions stated herein shall be construed under the laws of the State of Florida. Exclusive venue for any lawsuits filed relating to or arising from this Agreement shall be in a court of proper jurisdiction in Orange County, Florida.

2. **Attorneys' Fees.** The prevailing party in any lawsuit filed concerning the breach of this Agreement shall be entitled to reimbursement of reasonable attorney's fees, experts' fees and other litigation costs incurred in such lawsuit against the non-prevailing party.

XV. MISCELLANEOUS: Time is of the essence in this Agreement. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, trustees, successors and assigns of the respective parties. In the event any date or time period in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the State of Florida, the date or time period shall be extended to the next business day. Nothing herein shall constitute a waiver of or be deemed a waiver of the City's sovereign immunity protections. Nothing herein shall constitute or be deemed a waiver or limitation of City's home rule and police

power authority. The effectiveness of this Agreement is subject to City of Winter Park City Commission approval. If the date on the first page of this Agreement designated Effective Date is blank, the Effective Date of this Agreement shall be upon the date of the last of the Parties to execute this Agreement and after City Commission approval. Electronic and/or facsimile signatures to this Agreement shall be deemed original signatures. This Agreement may be executed in any number of counterparts, the aggregate of which shall constitute a single document. The conveyances from City to Seller and Seller to City contemplated by this Agreement are not severable.

IN WITNESS WHEREOF, the Seller and the City have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in the presence of:

“CITY”

CITY OF WINTER PARK

Randy Knight, City Manager

Date:_____

“SELLER”

**FOUNDATION OF KIWANIS CLUB OF
GREATER ORLANDO-WINTER PARK,
INC., a Florida corporation not-for-profit**

By:_____

Print Name:

Title:

Date:_____

EXHIBIT “A”

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Paul “JJ” Johnson, Esquire
Fishback Dominick LLP
1947 Lee Road
Winter Park, Florida 32789

RELEASE OF REVERTER

THIS RELEASE OF REVERTER (hereinafter the “Release”) is entered into and effective this ____ day of _____, 2023 by and between the City of Winter Park., a Florida municipal corporation (hereinafter “City”) and FOUNDATION OF KIWANIS CLUB OF GREATER ORLANDO-WINTER PARK, INC., a Florida corporation not-for-profit (hereinafter “Kiwanis Club”).

RECITALS:

WHEREAS, on or about December 17, 1951, the City conveyed property to KIWANIS CLUB OF WINTER PARK by that certain Deed of Conveyance (hereinafter the “Deed”) recorded in Official Records Book 888, Page 329, Public Records of Orange County, Florida, and more particularly described as follows:

The SW ¼ of the SW ¼ of Section 1, Township 22 South, Range 29 East,
Less the West 300 feet thereof (hereinafter the “Property”).

WHEREAS, the City reserved the right to revert the Property in the event the grantee breached the reservation and/or the conditions referenced in said Deed (hereinafter the “Reverter”):

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

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

2. Reversion. The Reverter is hereby released in full and shall be of no further force or effect.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, this Release has been executed effective as of the date first referenced above.

Signed, sealed and delivered
in the presence of:

CITY OF WINTER PARK,
a Florida municipal corporation

(Witness Signature)

By: _____

(Witness Print Name)

Its: _____

(Witness Signature)

(Witness Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2023, by _____, as _____ of the City of Winter Park, a Florida municipal corporation. He is personally known to me.

NOTARY PUBLIC – State of Florida
My Commission Expires:

EXHIBIT “B”

After Recording Return To:

Paul “JJ” Johnson, Esq.
FISHBACK DOMINICK, LLP
1947 Lee Road
Winter Park, Florida 32789

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (the “**Declaration**”) is made as of this ____ day of _____, 2023 (the “**Effective Date**”), by **FOUNDATION OF KIWANIS CLUB OF GREATER ORLANDO-WINTER PARK, INC.**, a Florida not-for-profit corporation (the “**Declarant**”).

RECITALS:

WHEREAS, the City OF WINTER PARK, a Florida municipal corporation (the “**City**”) has of even date herewith, executed and delivered that certain Release of Reverter which releases that certain right of reverter (the “**Reverter**”) described in that certain Deed of Conveyance (the “**Deed**”) dated December 17, 1951 and recorded on January 7, 1952 in Official Records Book 888, Page 329, Public Records of Orange County, Florida.

WHEREAS, as consideration for the release of the Reverter, Declarant has agreed to impose the Restrictive Covenant (as defined herein) on that certain real property located in Orange County, Florida more particularly described on **Exhibit “A”** attached hereto and by reference incorporated herein (the “**Restricted Property**”), upon such terms as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the benefits accruing to Declarant with respect to that certain Release of Reverter of even date herewith, Declarant hereby submits and subjects the Property to the restrictions, covenants, and conditions hereinafter set forth.

Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Restrictive Covenant. Declarant hereby acknowledges, agrees and declares that the Restricted Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants (hereinafter referred to collectively as the “**Restrictive Covenant**”):

The Property shall be used solely for the construction, maintenance, repair and replacement of one single-family dwelling and its customary accessory structures for residential use; all other uses and structures are expressly prohibited.

Covenant Runs With Restricted Property. The provisions of this Declaration shall operate as a covenant running with title to the Restricted Property and shall inure to the benefit of City and its successors and assigns. City will have the sole authority to release or modify the Restrictive Covenant.

Remedies. City may enforce the terms of this Declaration by any action available at law or in equity, including without limitation actions for injunctive relief, specific performance, as well as for compensatory and consequential damages. The rights and remedies available hereunder or at law or in equity are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Severability. If any provisions contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

Attorneys’ Fees. Should any action be brought arising out of this Declaration, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys’ fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys’ fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys’ fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this Declaration.

Governing Law. This Declaration will be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

Time of the Essence. Time is of the essence with respect to this Declaration.

Waiver of Jury Trial. ALL PERSON(S) AND/OR ENTITY OR ENTITIES IMPACTED BY THIS DECLARATION DO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLE WAIVE ANY RIGHT SUCH PERSON(S) AND/OR ENTITY OR ENTITIES MAY HAVE TO A JURY TRIAL IN EACH AND EVERY JURISDICTION IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY SUCH PERSON(S) AND/OR ENTITY OR ENTITIES AGAINST ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY MATTER BASED HEREON, OR ARISING OUT OF,

UNDER OR IN CONNECTION WITH THIS DECLARATION AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

Entire Agreement. Except as otherwise expressly set forth herein, neither this Declaration nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the person against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

“DECLARANT”

FOUNDATION OF KIWANIS CLUB OF GREATER ORLANDO-WINTER PARK, INC, Florida not-for-profit corporation

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF _____)
_____)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2023, before me personally came the within-named _____ Declarant, _____ as _____ of **FOUNDATION OF KIWANIS CLUB OF GREATER ORLANDO-WINTER PARK, INC.**, a Florida not-for-profit corporation, in the above-described capacity, on behalf of said company, who acknowledged to me that he or she executed the foregoing instrument; and who is [] personally known to me, or [] who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public)
Name: _____
Notary Public for the State of _____
My Commission Expires: _____

[AFFIX NOTARY STAMP OR SEAL BELOW]

EXHIBIT “A”

Restricted Property

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 22 South, Range 29 East,
Less the West 300 feet thereof, and less the East 746.8 feet thereof, all lying and being in
Orange County, Florida



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in-person.)	meeting date August 9, 2023
prepared by Allison McGillis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Request of Cady Way Cottages LLC to re-establish the Conditional Use approval at 2281 Nairn Drive for a three-unit cluster housing project of two-story townhomes on property zoned R-2.

motion / recommendation

Staff recommendation is for approval.

background

In 2016 the Commission approved the rezoning of this property, 2281 Nairn Drive, from R-1A to R-2 and a Conditional Use approval for a three-unit cluster housing project of two-story townhomes. The applicant began the building permit process and then never built the project due to a death in the family, and the Conditional Use expired in 2018. Now the applicant is ready to construct the project and is requesting to re-establish the Conditional Use approval.

The applicant has made minor changes to the site plan since 2016 that do not warrant a significant change. Previously, the applicant was requesting a rear setback variance, this request is no longer being pursued and the project meets the R-2 zoning requirements. There were also two conditions of approval that the applicant has addressed:

- That the sanitary lift station be located where not visible from a public street or adjacent properties, and shall also be landscaped so as to be effectively screened from view.
 - The applicant is proposing a lift station in the eastern portion of the lot that will be screened by a six-foot vinyl fence and podocarpus hedges.
- That the applicant shall install an appropriate buffer adjacent to the driveway which can be either a landscape buffer that is a minimum height of six feet at planting or a vinyl fence that is a minimum of six feet in height, or a combination of both.

- The applicant is proposing a six-foot vinyl fence to buffer the property from adjacent residences.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Cady Way Cottages. Conditional Use Request Letter 2023.pdf](#)

ATTACHMENTS:

[2.00 CADY WAY CTGS - SITE PLAN.pdf](#)

ATTACHMENTS:

[BUILDING AREAS.pdf](#)

ATTACHMENTS:

[CADY WAY CTGS - Floor plans.pdf](#)

Eric Rey
Urban Perch –
A Boutique Homebuilder

123 E Morse blvd
Winter Park, FL 32789
c.407.467.2947
erey@urbanperchhomes.com

City of Winter Park
Planning & Zoning Board

RE: CADY WAY COTTAGES
CONDITIONAL USE APPROVAL

May 1st, 2023

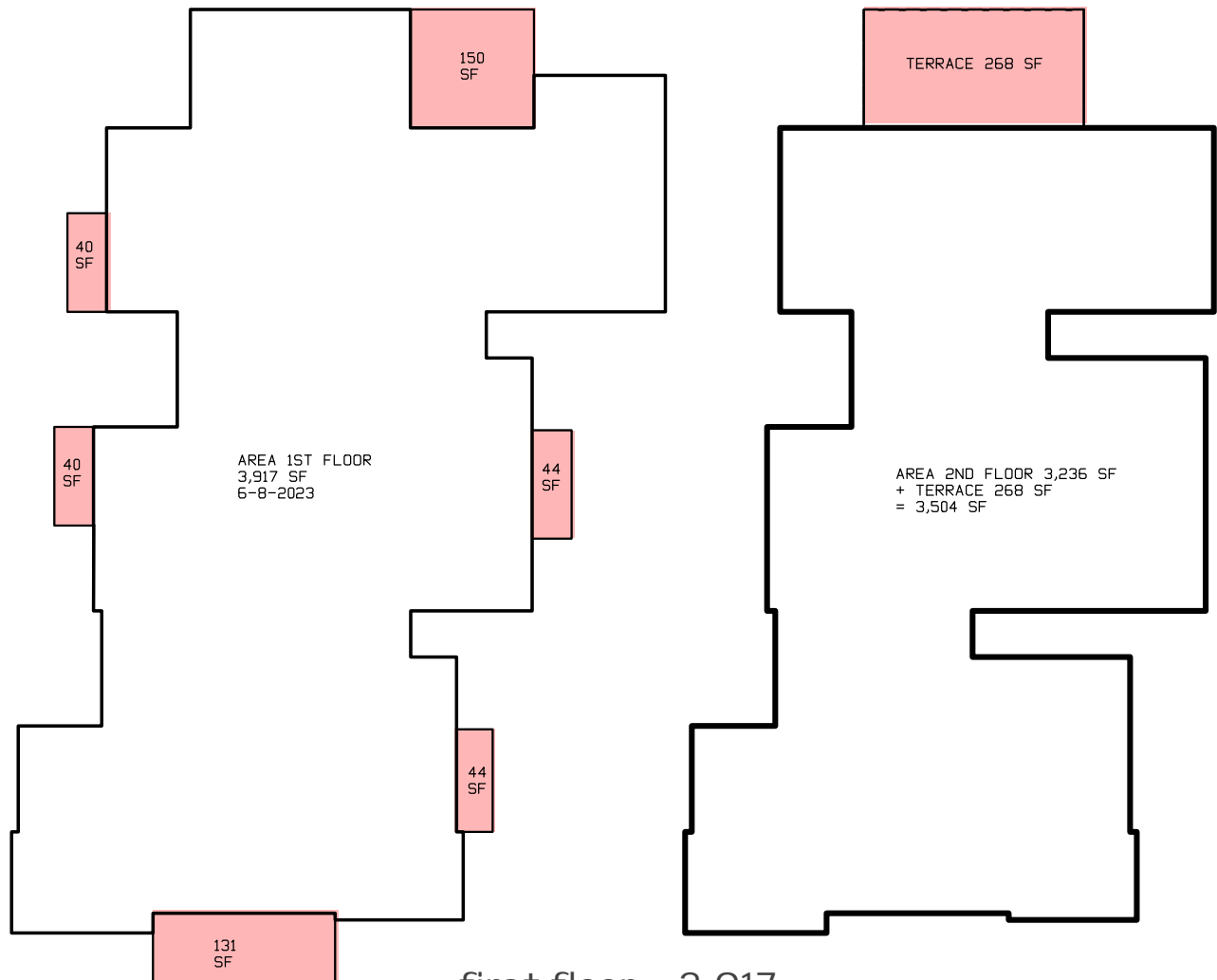
Dear Board Members,

We are submitting a new application for Conditional Use for the above-referenced project as the previous approval has expired. We are not requesting any additional considerations or exceptions; this application is identical in request to the previous approval granted in August of 2016. The primary reason for the delay in progress of this project is due primarily to the fact the previous applicant passed shortly after the approval and the project stood idle for some time. Since then, architectural drawings have been enhanced and are now ready for submission to Building Safety.

Sincerely,

Eric Rey

cc. N/A



first floor = 3,917
 second floor = 3,236
 total area = 7,153 sf buildings

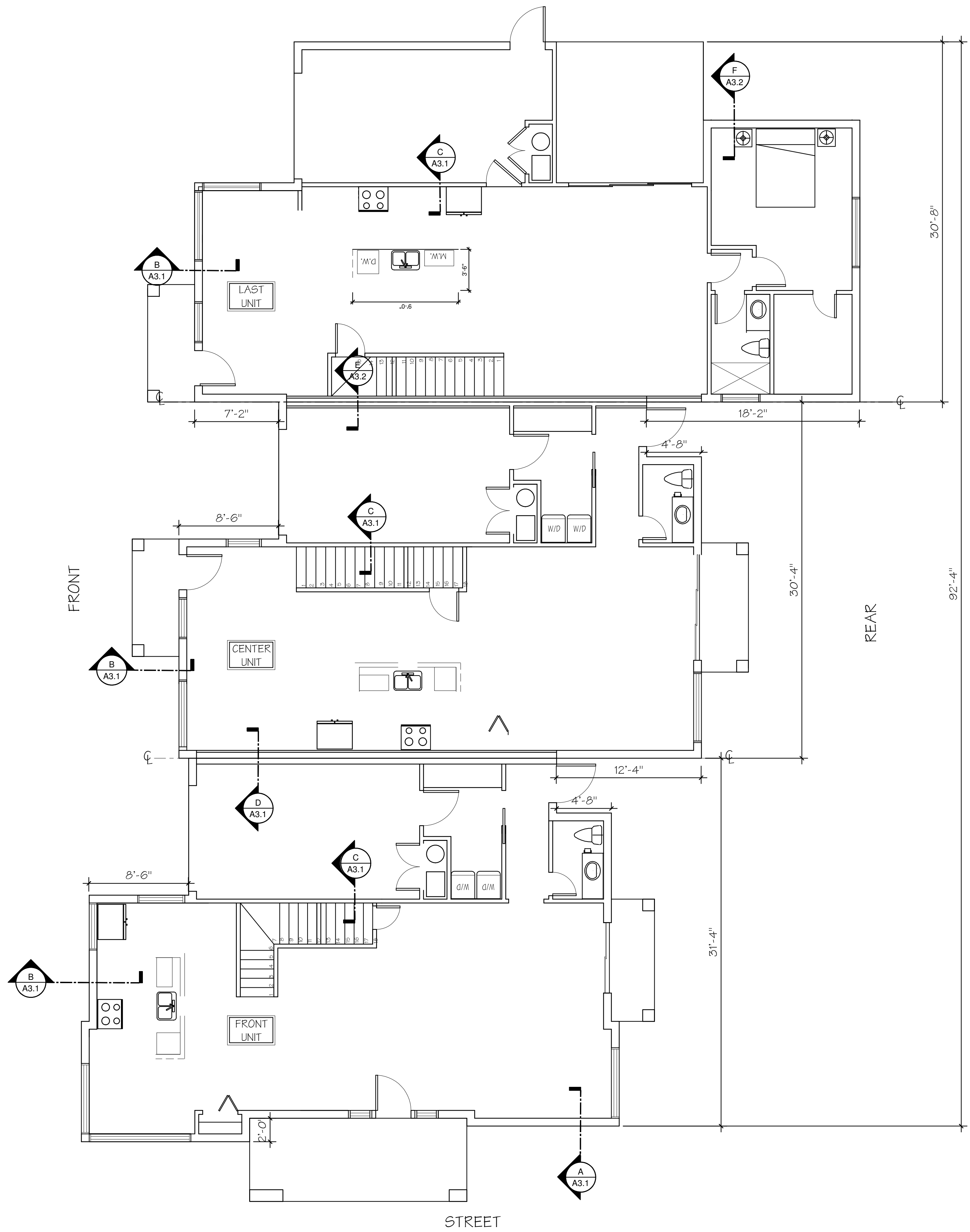
porches (assumed not counted as
 per attached Zoning page) = 717 sf

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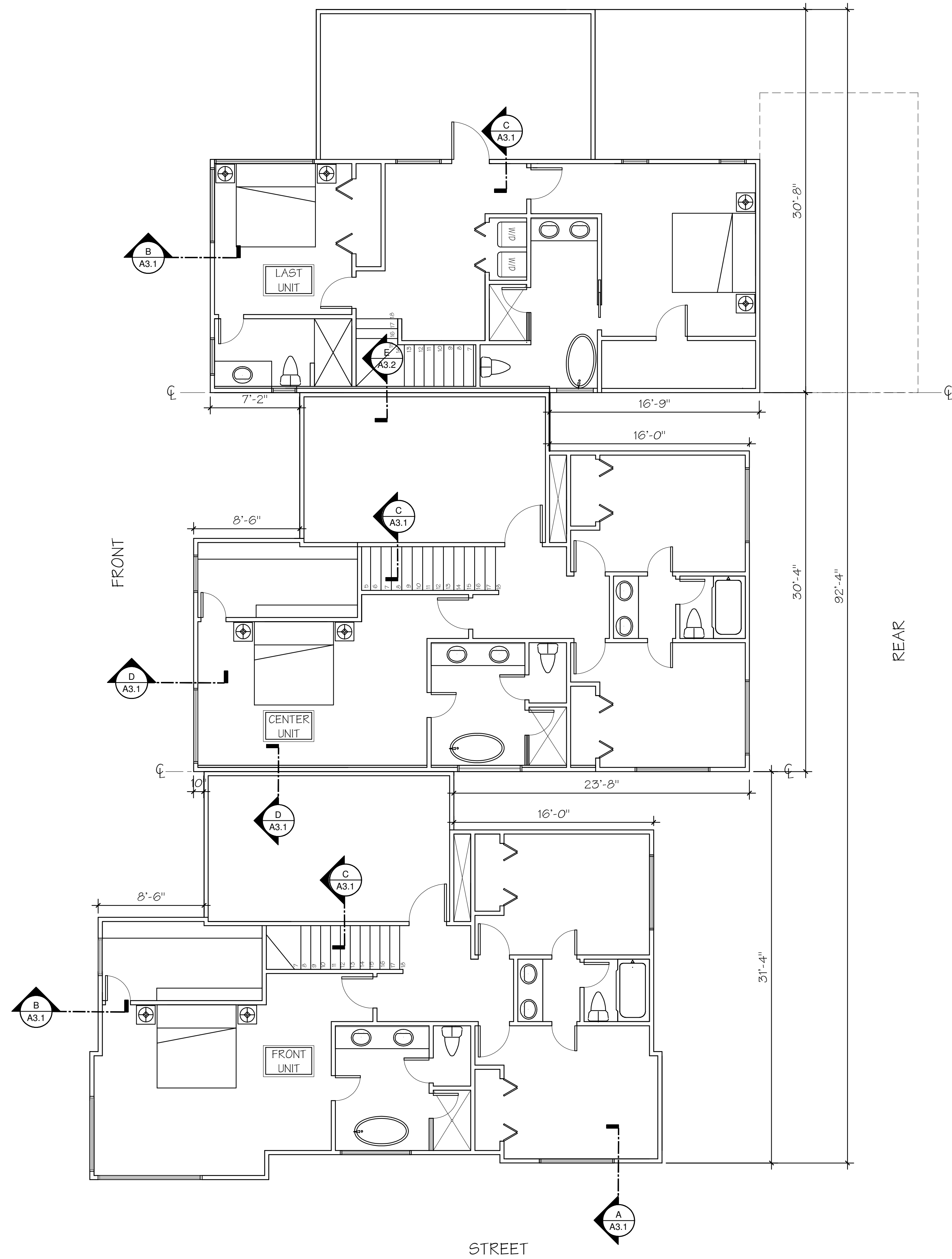
Tuesday, July 31, 2018

7248191624, COPYRIGHTED 2/10/2014

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1 BUILDING FLOOR PLAN 1ST FLOOR
A2.1 SCALE :3/16" = 1'-0"



2 BUILDING FLOOR PLAN 2ND FLOOR
A2.1 SCALE :3/16" = 1'-0"

AIP Design, Inc.
Architecture, Construction Management, Planning and Interiors
1630 State Road 436
Winter Park, Florida 32792
Tel. (407) 625-1117
Fax (407) 645-3251
aipdesign.com
www.aipdesign.com

PROGRESS SET
Issue Date: 7-17-18

STATE OF FLORIDA
JUAN ESTEBAN GONZALEZ-CHAVEZ
No. AR00009320
REGISTERED ARCHITECT

Mark	Date
REVISIONS	

W.P. TRIPLEX
XXX. XXXX XX
XXX

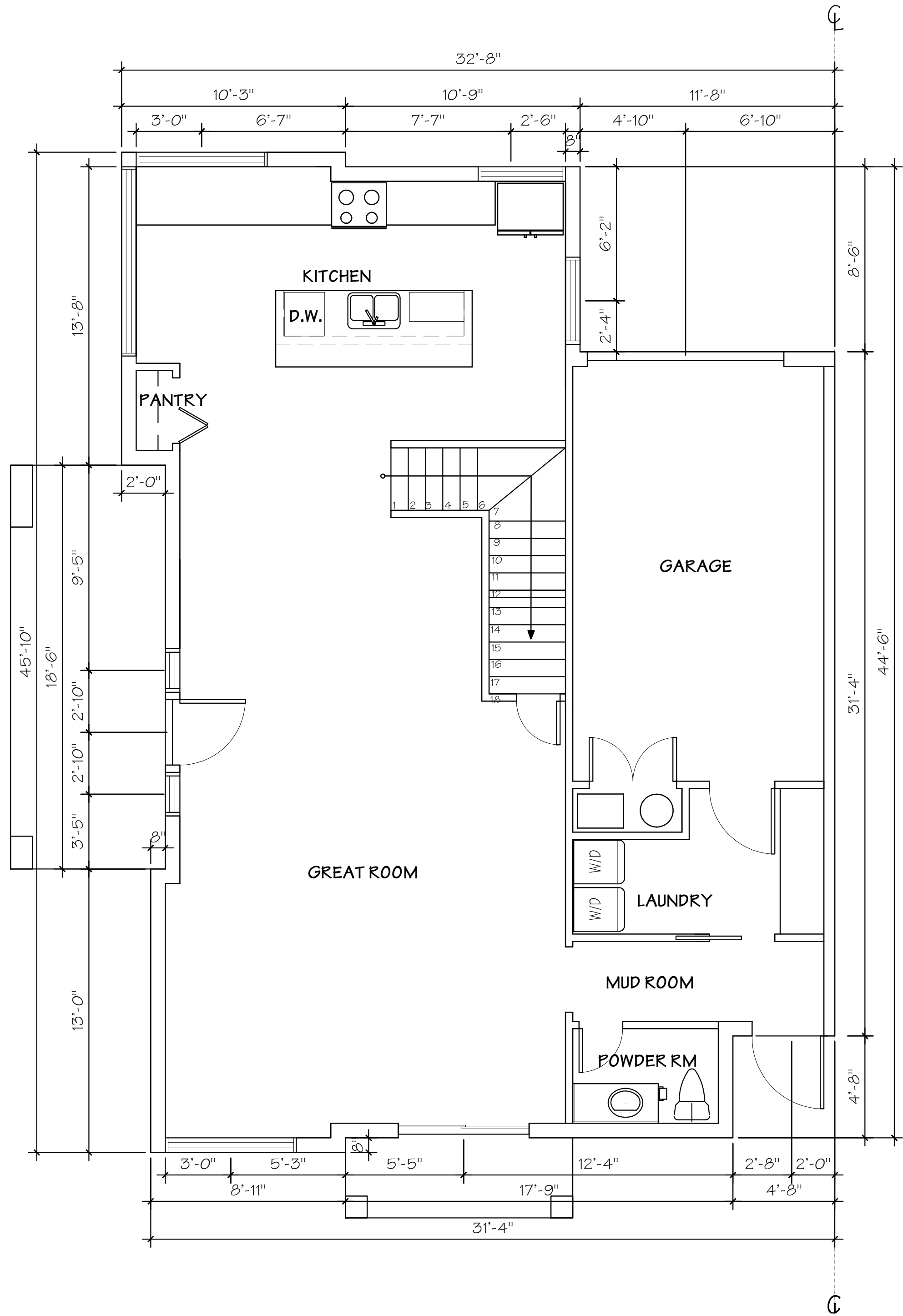
Title
BUILDING
FLOOR PLANS

Job Number: 1623
Drawn: M.H.
Checked: EGC

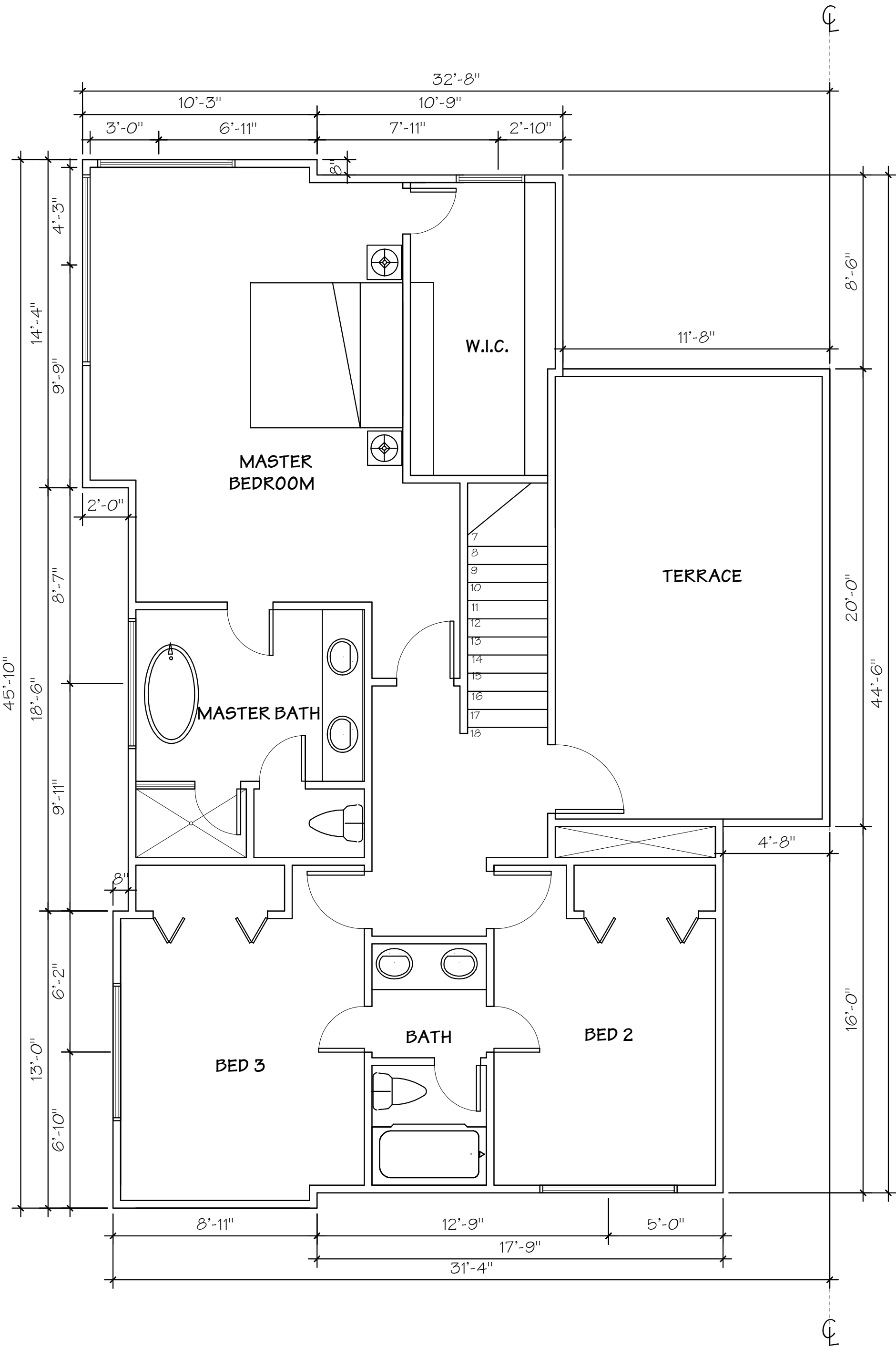
Sheet No.
A1.0

Since 1973

68

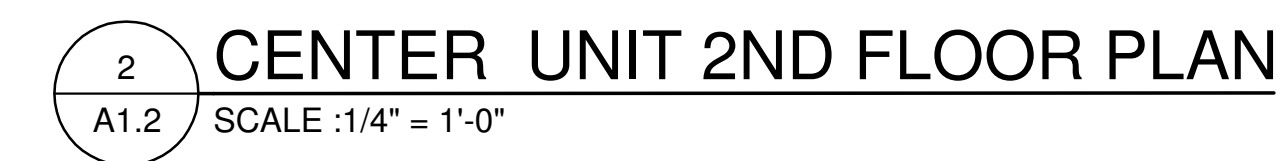


1 FRONT UNIT 1ST FLOOR PLAN
A1.1 SCALE :1/4" = 1'-0"

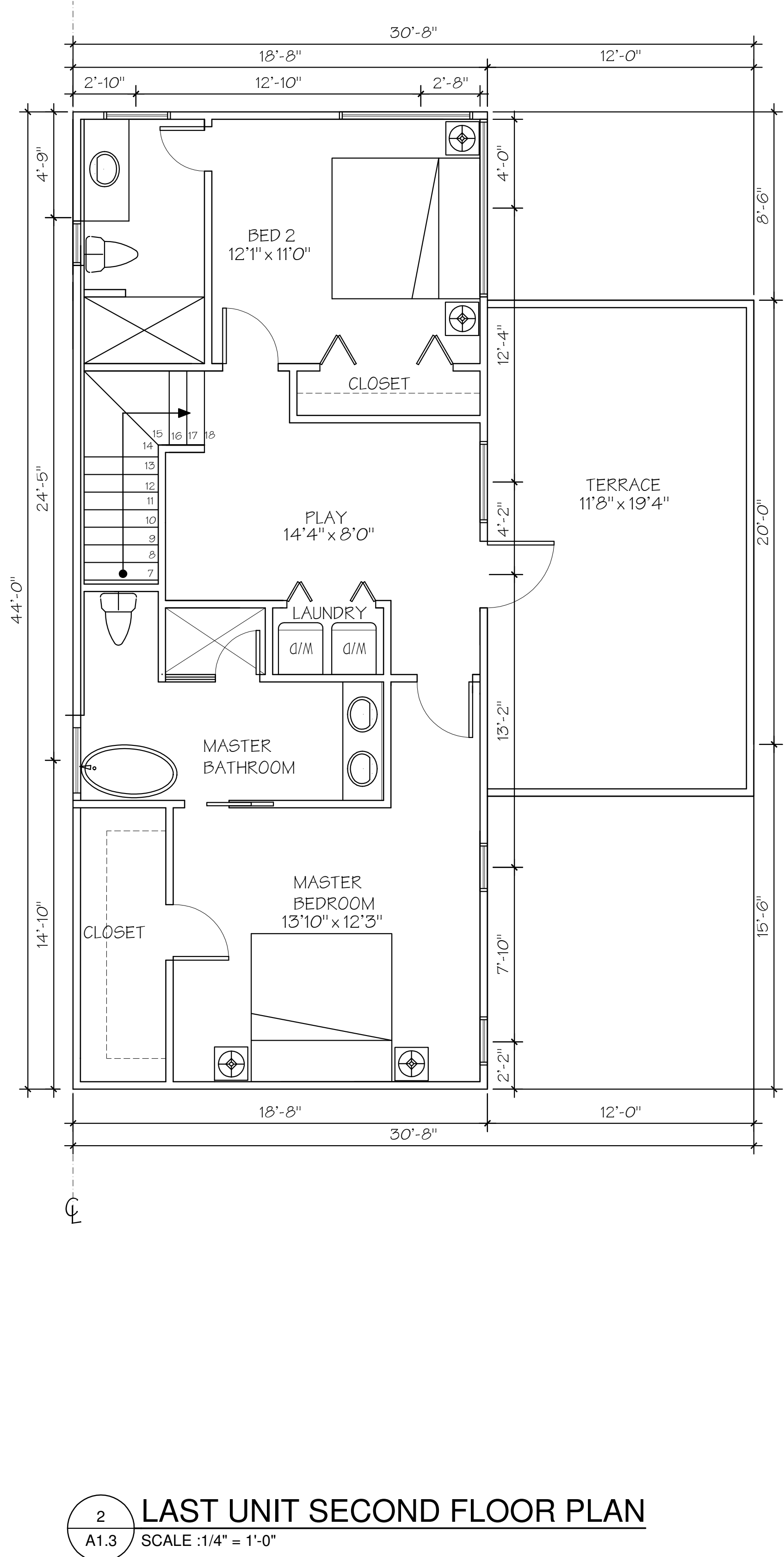
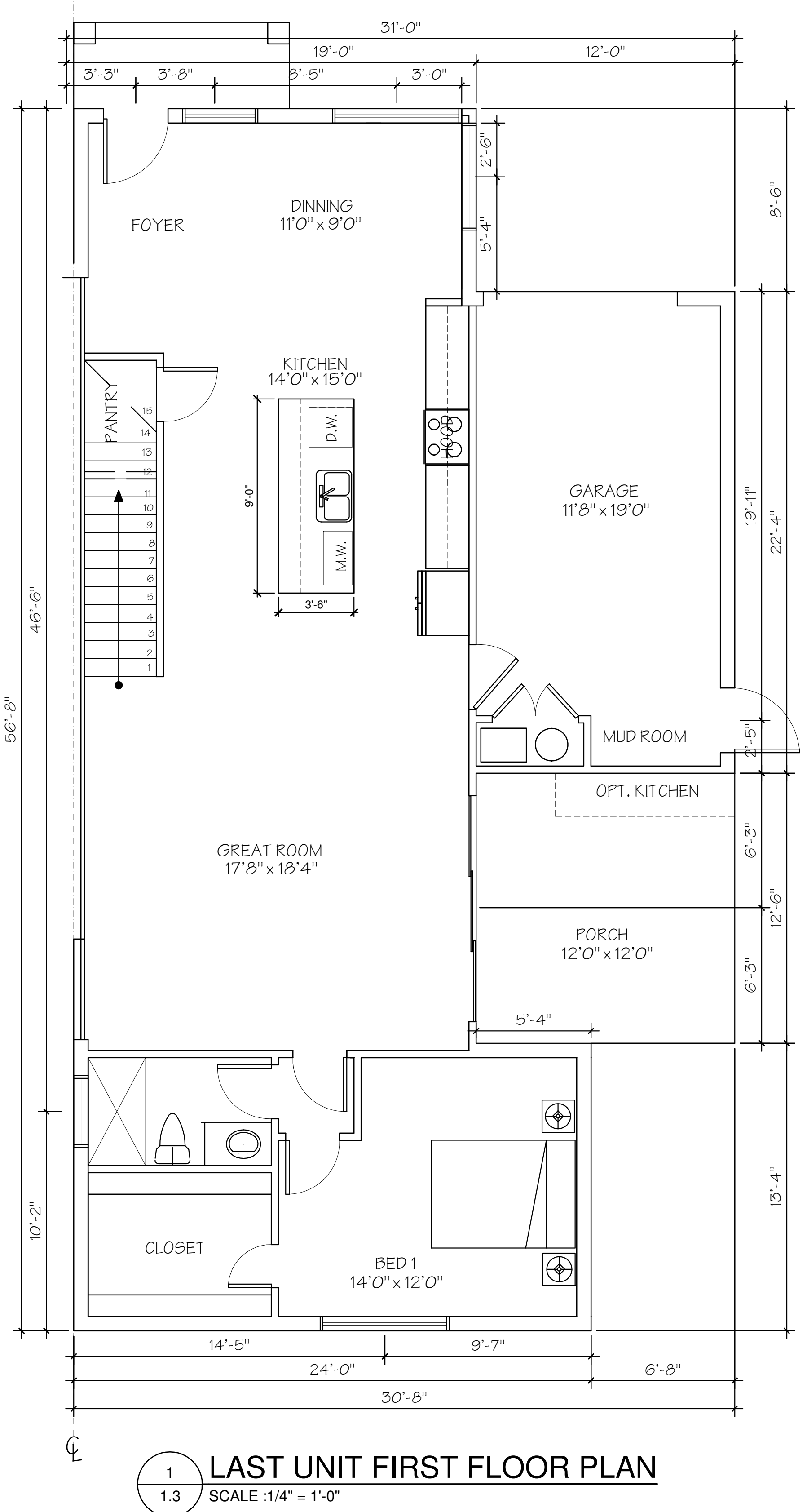


2 FRONT UNIT 2ND FLOOR PLAN
A1.1 SCALE :1/4" = 1'-0"

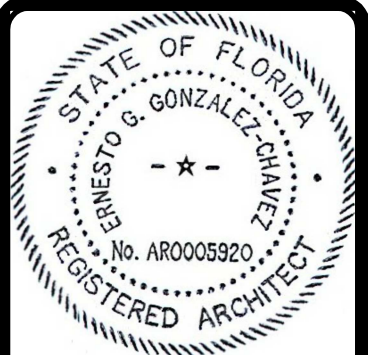
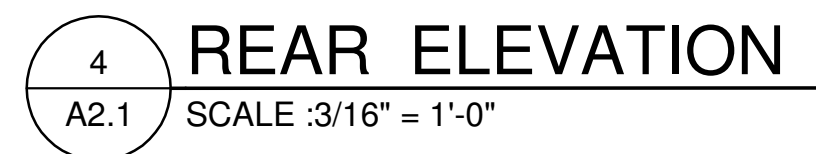
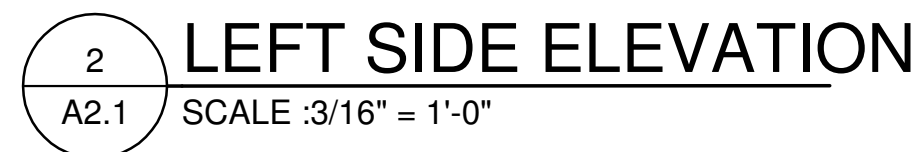
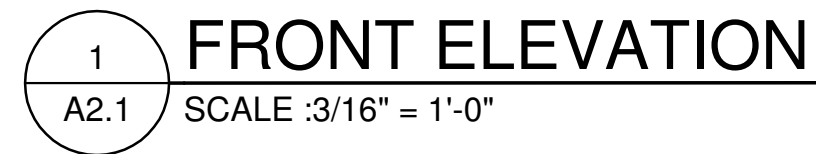
2-6191024; COPYRIGHTED 21/02/2014



Mark	Date
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Mark	Date
REVISIONS	

W.P. TRIPLEX
XXX. XXXX XX
XXX

Title
ELEVATIONS

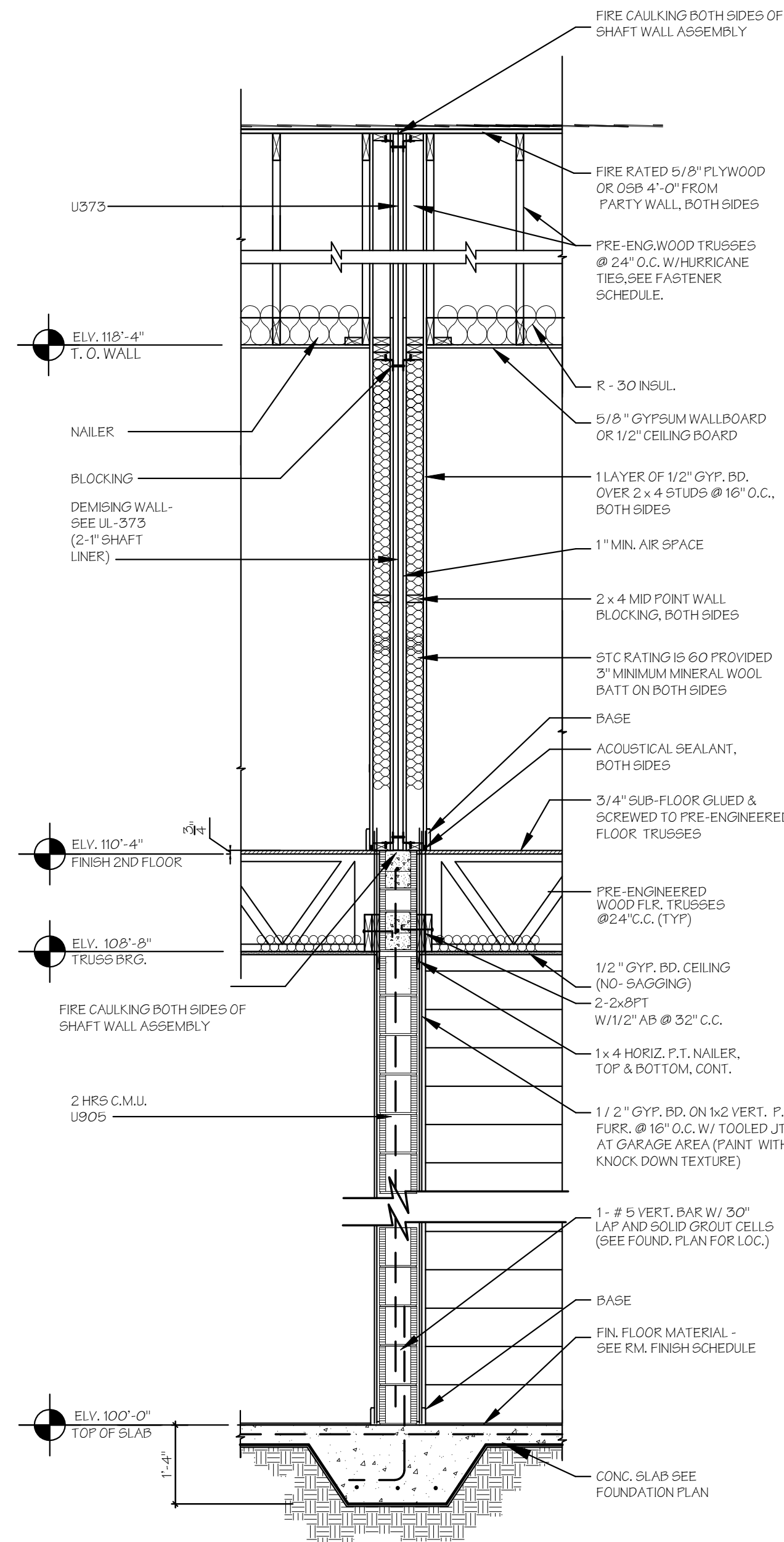
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Checked: EGC

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A2.1

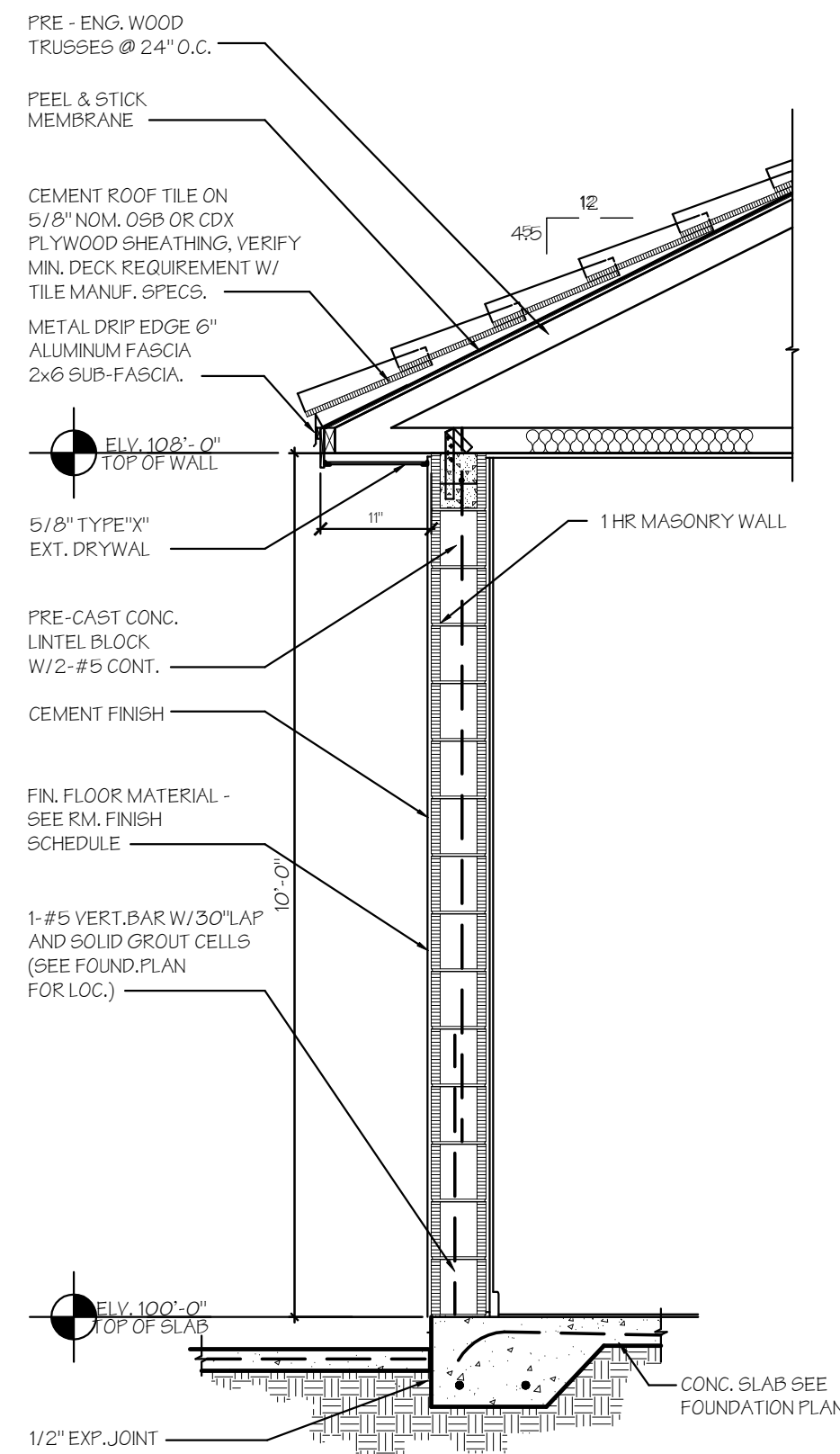
7248191624, COPYRIGHTED 2/10/2014
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Tuesday, July 31, 2018

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E
A3.2
WALL SECTION
SCALE : 1/2" = 1'-0"



F
A3.2
WALL SECTION
SCALE : 1/2" = 1'-0"



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aipdesign.com
www.aipdesign.com

PROGRESS
SET

Issue Date: 7-17-18



Mark	Date

REVISIONS

W.P. TRIPLEX
XXX. XXXX XX
XXX

Title
WALL
SECTIONS

Job Number: 1623
Drawn: M.H.
Checked: EGC

Sheet No.
A3.2



City Commission **agenda item**

item type Public Hearings: Quasi-Judicial Matters (Public participation and comment on these matters must be in-person.)	meeting date August 9, 2023
prepared by Hongmyung Lim	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance authorizing the transfer of a small corner of Hopper Mini Park (1664 Orange Avenue) to FDOT for transportation improvements. (1st reading)

motion / recommendation

Approval

background

As part of the FDOT's US-17/92 Streetscape project, the city and CRA committed to a cost share for design and construction of this project. Included in the project's holistic improvements is the traffic signal upgrade at the intersection of US-17/92, Orange Ave, and Harmon Ave.

Initially incorporated as part of the overall scope, the traffic signal upgrade has the opportunity to be expedited because FDOT included these improvements in another state project called "Orange Avenue Improvements" from Clay Avenue to Orlando Avenue (FDOT Project #445691-1), which reduces financial commitment for both the city and CRA.

Included in the scope is an improvement to convert the traffic signal from span wires to mast arms. In order for this conversion to proceed, FDOT is requesting the city to donate a corner clip of Hooper Mini Park located at 1664 Orange Avenue due to the lack of space. FDOT will provide the coated black mast arms, at no charge, consistent with the other signals in the city, and the remainder of the 17/92 streetscape project when complete.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Ordinance Approving Conveyance of Right-of-Way to FDOT 100.1 right-of-way.docx](#)

ATTACHMENTS:

[Exhibit A - Legal Description Parcel 100.pdf](#)

ATTACHMENTS:

[City Deed for Parcel No. 100.1.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AUTHORIZING THE DONATION AND
CONVEYANCE OF CITY-OWNED PROPERTY LOCATED
AT THE CORNER OF ORANGE AVENUE AND U.S.
HIGHWAY 17/92 TO THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION; PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 527, Section No. 75040, F.P. No. 445691 1 and State Road No. 15/600, Section 750330, F.P. 408429 2, in Orange County, Florida (“FDOT Project”); and

WHEREAS, it is necessary that certain lands now owned by City of Winter Park, Florida, as legally described in **Exhibit “A”** attached hereto (“Parcel 100”) be acquired by the State of Florida Department of Transportation for the FDOT Project; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said City has in and to said Parcel 100 required for transportation purposes and said request having been duly considered; and

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to donate and convey the Property to the State of Florida Department of Transportation for the FDOT Project.

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

SECTION 1. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. The City Commission of the City of Winter Park hereby approves the donation and conveyance of the Parcel 100 to the State of Florida Department of Transportation.

SECTION 3. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, for the donation and conveyance of Parcel 100. The City Commission of the City of Winter Park hereby authorizes the execution of the deed of conveyance and other closing documents on behalf of the City by the City

Manager as may be required to effectuate the donation and conveyance of Parcel 100. A certified copy of this Ordinance is to be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

SECTION 4. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2023.

Mayor Phil Anderson

ATTEST:

Rene Cranis, City Clerk

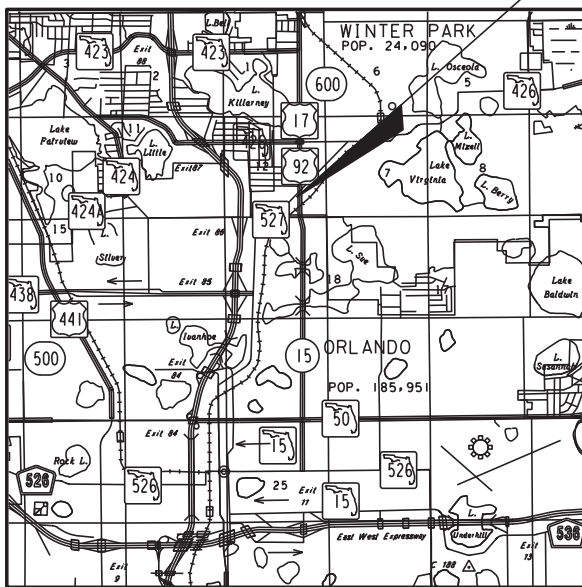
SKETCH OF DESCRIPTION FOR PARCEL 100

GENERAL NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH OF DESCRIPTION WAS PREPARED TO GRAPHICALLY ILLUSTRATE THAT PORTION OF THE PRIVATE PARK, IN BLOCK 8, ORWIN MANOR WESTMINSTER SECTION, AS RECORDED IN PLAT BOOK J, PAGE 118 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR THE PURPOSE OF THE F.D.O.T. TO PROVIDE RIGHT OF WAY EASEMENT, PARCEL 100.
3. THE SKETCH OF DESCRIPTION IS SUPPORTED BY A RIGHT OF WAY MAP FOR SR 15/600 (US 17/92), SECTION 75030, FINANCIAL PROJECT NUMBER 408429-1. COPIES OF THE RIGHT OF WAY MAP ARE FILED IN THE SURVEYING AND MAPPING UNIT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE OFFICE, DELAND, FLORIDA.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE 0901, NAD 1983, N.G.S. ADJUSTMENT OF 1990, FROM WHICH A BEARING OF NORTH 45°50'30" WEST IS DERIVED ON CENTERLINE OF SURVEY OF STATE ROAD 527 AS SHOWN ON RIGHT OF WAY MAP FOR SR 15/600 (US 17/92), SECTION 75030, FINANCIAL PROJECT NUMBER 408429-1.
5. UNLESS OTHERWISE NOTED ALL THE DATA DESIGNATED AS (F) IS TAKEN FROM THE RIGHT OF WAY MAP REFERENCED IN GENERAL NOTE No. 3 ABOVE.
6. ALL RECORDED PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
7. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

(VICINITY MAP)

PROJECT AREA



TOWNSHIP 22 SOUTH,
RANGE 29 EAST
ORANGE COUNTY

LEGEND & ABBREVIATIONS

AC	= ACRE	N.T.S.	= NOT TO SCALE
B	= BASELINE	OR	= OFFICIAL RECORD
CB	= CHORD BEARING	O.R.B.	= OFFICIAL RECORD BOOK
COM.	= COMMERCIAL	PG	= PAGE
CONC.	= CONCRETE	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
COR.	= CORNER		
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(F)	= FIELD	RGE.	= RANGE
F.P.	= FINANCIAL PROJECT	RT.	= RIGHT
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	R/W	= RIGHT OF WAY
		SEC.	= SECTION
I.P.	= IRON PIPE	SF	= SQUARE FEET
I.R. & C.	= IRON ROD AND CAP	S.R.	= STATE ROAD
L	= LENGTH OF CURVE	SRD	= STATE ROAD DEPARTMENT
LB	= LICENSED BUSINESS	STA.	= STATION NUMBER
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MAINT.	= MAINTENANCE	U.E.	= UTILITY EASEMENT
NO.	= NUMBER		
N/A	= NOT APPLICABLE		
N&D	= NAIL & DISK		

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION - NOT A SURVEY

STATE ROAD NO. 15/600

ORANGE COUNTY

			BY		DATE	PREPARED BY: GPI GEOSPATIAL, INC. 3051 E. LIVINGSTON ST, SUITE 300 ORLANDO, FL, 32803	DATA SOURCE: SEE GENERAL NOTES	
			DRAWN	E.WHITTE	06/28/22			
REVISION			CHECKED	H.PETERS	07/11/22	F.P. NO. 408429-1	SECTION 75030	SHEET 1 OF 4 77

PARCEL 100

That part of:

The Private Park, in BLOCK 8, Orwin Manor Westminster Section, as recorded in Plat Book J, Page 118 of the Public Records of Orange County, Florida, being in Section 12, Township 22 South, Range 29 East, Orange County, Florida;

Described as follows:

COMMENCE at the Southwest corner of the Southeast one-quarter of Section 12, Township 22 South, Range 29 East, Orange County, Florida; thence North 00°42'25" West along the West line of the Southeast one-quarter of said Section 12, a distance of 32.39 feet to a point of intersection with the Southwest extension of the Centerline of Survey of State Road 527 (Orange Avenue) as shown on the Florida Department of Transportation Right of Way Maps for State Road 15/600 (US 17/92), Section 75030, Financial Project Number 408429-1; thence departing said West line of the Southeast one-quarter of said Section 12, run North 45°50'30" East along said Southwest extension and said Centerline, a distance of 1699.65 feet; thence departing said Centerline, South 44°08'41" East a distance of 40.09 feet to a point, on the Northwest line of Private Park, in BLOCK 8, Orwin Manor Westminster Section as recorded in Plat Book J, Page 118 of the Public Records of Orange County, Florida, said point also being the point of curvature of a curve, concave to the South, and the POINT OF BEGINNING; thence Northeasterly along the Northwesterly line of said Private Park, and the arc of said curve, having a radius of 21.50 feet, a distance of 14.87 feet, with a chord bearing and distance of North 65°39'50" East and 14.57 feet, to the end of said curve, and a point on the existing right of way line as shown on the State Road Department, Right of Way Maps for State Road 15/600, Section 75030, Financial Project Number 408429-1; thence South 42°14'32" East, along said right of way line, a distance of 11.97 feet; thence South 00°40'45" East along said right of way line, a distance of 38.87 feet, to the point of cusp of a curve, concave to the Southwest; thence departing said right of way line, Northwesterly along the arc of said curve, having a radius of 25.00 feet, a distance of 58.24 feet, with a chord bearing and distance of North 67°24'43" West and 45.93 feet, to the end of said curve; thence North 44°08'41" West a distance of 2.91 feet to a point on the aforementioned Northwest line; thence North 45°51'19" East, along said Northwest line, a distance of 31.57 feet to the POINT OF BEGINNING.

CONTAINING 747 square feet, more or less.

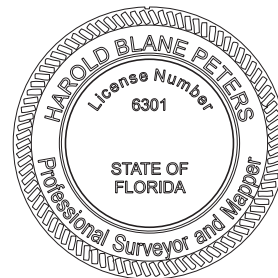
CERTIFICATION:

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SKETCH OF DESCRIPTION OF PARCEL 100 IS TRUE, ACCURATE, AND PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

HAROLD B. PETERS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6301
GPI GEOSPATIAL, INC.
3051 E. LIVINGSTON ST, SUITE 300
ORLANDO, FL, 32803

DATE:



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HAROLD B. PETERS, PSM #6301, ON 06/28/22.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

			FLORIDA DEPARTMENT OF TRANSPORTATION			
			SKETCH OF DESCRIPTION - NOT A SURVEY			
			STATE ROAD NO. 15/600		ORANGE COUNTY	
			BY	DATE	PREPARED BY: GPI GEOSPATIAL, INC. 3051 E. LIVINGSTON ST, SUITE 300 ORLANDO, FL, 32803	DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
			DRAWN	E.WHITTE	06/28/22	
			CHECKED	H.PETERS	07/11/22	
REVISION	BY	DATE	F.P. NO. 408429-1		SECTION 75030	SHEET 4 OF 4 80

03-BSD05-03/07

June 30, 2023

This instrument prepared by

Robin D. Derr

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 100.1

SECTION 75040 / 75030 / 75030

F.P. NO. 445691 1 / 408429 2 / 408429 1

STATE ROAD 527/15/600

COUNTY ORANGE

CITY DEED

THIS DEED, made this _____ day of _____, _____, by the CITY OF WINTER PARK, a Florida Municipal Corporation, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in ORANGE County, Florida, viz:

See Exhibit A - Sketch of Description attached hereto and made a part hereof

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

PARCEL NO. 100.1
SECTION 75040 / 75030 /75030
F.P. NO. 445691 1 / 408429 2 /408429 1
PAGE 2

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF WINTER PARK
A Florida Municipal Corporation

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____
Its City Manager

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____
Its City Clerk

ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, City Manager, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

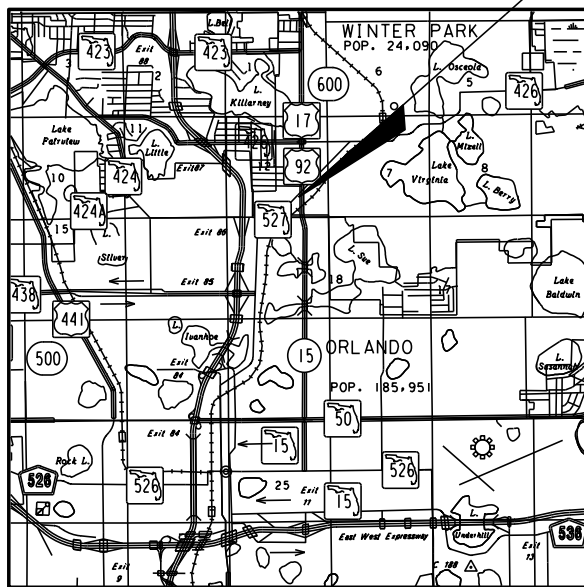
SKETCH OF DESCRIPTION FOR PARCEL 100

GENERAL NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH OF DESCRIPTION WAS PREPARED TO GRAPHICALLY ILLUSTRATE THAT PORTION OF THE PRIVATE PARK, IN BLOCK 8, ORWIN MANOR WESTMINSTER SECTION, AS RECORDED IN PLAT BOOK J, PAGE 118 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR THE PURPOSE OF THE F.D.O.T. TO PROVIDE RIGHT OF WAY EASEMENT, PARCEL 100.
3. THE SKETCH OF DESCRIPTION IS SUPPORTED BY A RIGHT OF WAY MAP FOR SR 15/600 (US 17/92), SECTION 75030, FINANCIAL PROJECT NUMBER 408429-1. COPIES OF THE RIGHT OF WAY MAP ARE FILED IN THE SURVEYING AND MAPPING UNIT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE OFFICE, DELAND, FLORIDA.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE 0901, NAD 1983, N.G.S. ADJUSTMENT OF 1990, FROM WHICH A BEARING OF NORTH 45°50'30" WEST IS DERIVED ON CENTERLINE OF SURVEY OF STATE ROAD 527 AS SHOWN ON RIGHT OF WAY MAP FOR SR 15/600 (US 17/92), SECTION 75030, FINANCIAL PROJECT NUMBER 408429-1.
5. UNLESS OTHERWISE NOTED ALL THE DATA DESIGNATED AS (F) IS TAKEN FROM THE RIGHT OF WAY MAP REFERENCED IN GENERAL NOTE No. 3 ABOVE.
6. ALL RECORDED PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
7. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

(VICINITY MAP)

PROJECT AREA



TOWNSHIP 22 SOUTH,
RANGE 29 EAST
ORANGE COUNTY

LEGEND & ABBREVIATIONS

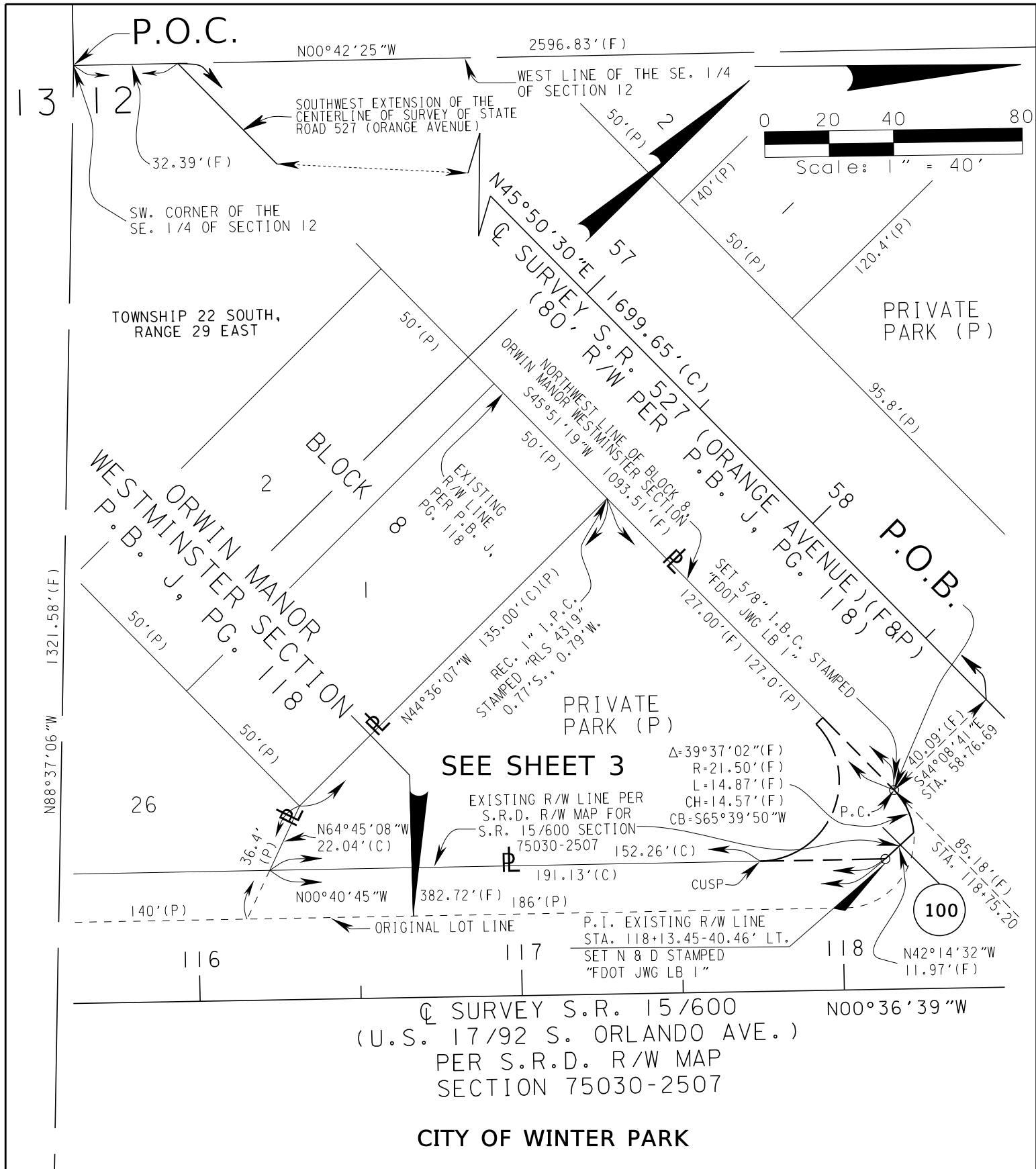
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FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION - NOT A SURVEY

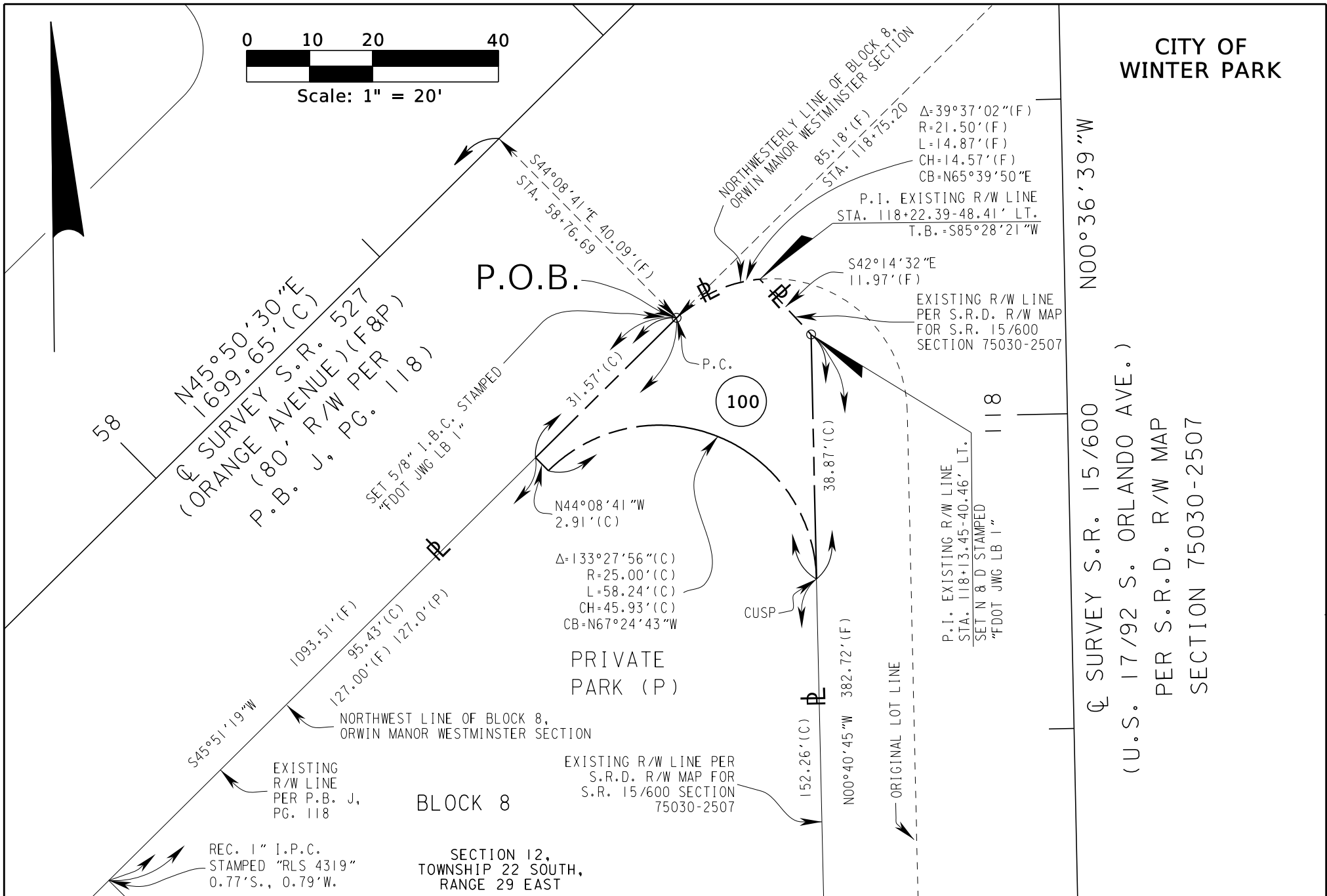
STATE ROAD NO. 15/600

ORANGE COUNTY

REVISION	BY	DATE	DRAWN	E.WHITTE	06/28/22	PREPARED BY: GPI GEOSPATIAL, INC. 3051 E. LIVINGSTON ST, SUITE 300 ORLANDO, FL, 32803	DATA SOURCE: SEE GENERAL NOTES	F.P. NO. 408429-1	SECTION 75030	SHEET 1 OF 4	83
			CHECKED	H.PETERS	07/11/22						



FLORIDA DEPARTMENT OF TRANSPORTATION				SKETCH OF DESCRIPTION PARCEL 100			
STATE ROAD NO. 15/600				ORANGE COUNTY			
	BY	DATE	PREPARED BY:	GPI GEOSPATIAL, INC. 3051 E. LIVINGSTON ST, SUITE 300 ORLANDO, FL, 32803	DATA SOURCE:	SEE GENERAL NOTES ON SHEET 1	
	DRAWN	E.WHITTE	06/28/22				
REVISION	BY	DATE	CHECKED	H.PETERS	07/11/22	F.P. NO. 408429-1	SECTION 75030 SHEET 2 OF 4 84



FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION				STATE ROAD NO. 15/600			ORANGE COUNTY	
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				DRAWN	E.WHITTE	06/28/22		
	REVISION	BY	DATE	CHECKED	H.PETERS	07/11/22	F.P. NO. 408429-1	SHEET 3 OF 4 85

PARCEL 100

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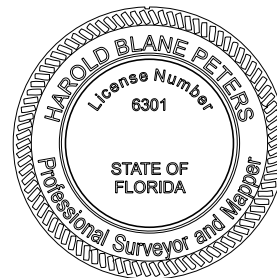
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HAROLD B. PETERS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6301
GPI GEOSPATIAL, INC.
3051 E. LIVINGSTON ST, SUITE 300
ORLANDO, FL, 32803

DATE:



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HAROLD B. PETERS, PSM #6301, ON 06/28/22.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

			FLORIDA DEPARTMENT OF TRANSPORTATION			
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			BY	DATE	PREPARED BY: GPI GEOSPATIAL, INC. 3051 E. LIVINGSTON ST, SUITE 300 ORLANDO, FL, 32803	DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
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REVISION	BY	DATE	F.P. NO. 408429-1		SECTION 75030	SHEET 4 OF 4 86



City Commission **agenda item**

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date August 9, 2023
prepared by David Zusi	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Improved public health related to management of private lift stations, and improved utility operations.	

subject

Ordinance - amending sections of Chapter 102, Utilities, relating to sewer impact fee deferral program; utility connection requirements for future annexations; reporting and maintenance of private lift stations; pre-treatment requirements for dental amalgams; and other code cleanup. (1st reading)

motion / recommendation

Approval.

background

Sewer impact fee deferral program: Program allows customers to connect to existing city sewer with a 20% down payment of the impact fees and the remainder spread over 24 months.

Utility connection requirements for future annexations: this will require customers who are connecting to water or sewer to annex into the City of Winter Park once conditions are met or enter into an annexation agreement.

Reporting and maintenance of private lift stations: This program will require private lift stations that connect to city sewer to contract with a qualified person or firm to provide maintenance, maintain records, report sanitary sewer overflows to proper state agencies, allow for an annual inspection by city staff, and pay an annual administration fee.

Pre-treatment requirements for dental amalgams: This program requires all commercial customers who deal with dental amalgams to provide a ISO and ANSI/ADA approved pretreatment system as part of our industrial waste pretreatment program.

Other code cleanup: Move all reference to fees to the fee schedule adopted as part of the annual budget.

These changes are proposed to comply with recommendations of city staff, the Lake Killarney Board and Utility Advisory Board.

alternatives / other considerations

These changes are proposed to comply with recommendations of city staff, the Lake Killarney Board and Utility Advisory Board.

fiscal impact

Fiscal impact will be minimal. Most of the proposed new duties will be performed by an existing, but unfilled, position. The remainder will be covered by fees or are the responsibility of private customers.

ATTACHMENTS:

[Chapter 102 Utility Ordinance 07-20-2023.doc](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE I OF CHAPTER 102 OF THE CITY OF WINTER PARK CODE OF ORDINANCES; AMENDING SECTION 102-60 OF ARTICLE III OF CHAPTER 102 OF THE CITY OF WINTER PARK CODE OF ORDINANCES; AMENDING SECTIONS 102-93 THROUGH 102-100 OF DIVISION 1 OF ARTICLE IV OF CHAPTER 102 OF THE CITY OF WINTER PARK CODE OF ORDINANCES; AMENDING SECTIONS 102-132, 102-134 AND 102-135 OF DIVISION 3 OF ARTICLE IV OF CHAPTER 102 OF THE CITY OF WINTER PARK CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park (hereinafter referred to as the “City”) finds that it is necessary to amend Chapter 102 “Utilities” of the City’s Code of Ordinances (“Code”) as set forth in this Ordinance; and

WHEREAS, the City desires to require new sewer and water connections and services for properties located outside of the City limits to either annex into the City or execute an annexation agreement as a pre-condition to obtaining sewer and/or water connection and services from the City; and

WHEREAS, the City recognizes the need for easement encroachment agreements when a property owner’s improvements are within a City drainage or utility easement and desires to establish a process for which encroachment agreements shall be entered into; and

WHEREAS, the City desires to amend Chapter 102 to strengthen the provisions regarding the collection of unpaid utility service fees, impact fees and connection fees and concerning enforcement of the requirements of Chapter 102; and

WHEREAS, the City desires to amend Chapter 102 to require annual permitting, inspection and maintenance of private lift stations; and

WHEREAS, the City finds it beneficial to coordinate with other local governments when a property is served by utilities from both the City and another local government, and the City desires to establish a process by which the City can provide joint billing and collection services with the other local government; and

WHEREAS, the City desires to readopt Section 102-2 of the City Code since it sunsetted under its own terms; and

WHEREAS, the City has determined that this Ordinance is in the best interest of the City and necessary for the protection of the health, safety, and general welfare of the citizens of Winter Park, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

SECTION I: Recitals. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

SECTION II: Amendment. Article I of Chapter 102 of the City of Winter Park Code of Ordinances are hereby amended as follows (underlined language are additions; ~~stricken through~~ language are deletions; provisions not shown are not being amended); the sunset subsection (7) of Section 102-2 is eliminated and Section 102-2 is reestablished and readopted into the code without future sunseting:

Chapter 102 – UTILITIES

ARTICLE I. - IN GENERAL

Sec. 102-1. - Stormwater management.

Wherever stormwater drainage is required under this chapter, the stormwater management system shall be designed and maintained in accordance with the provisions of all ordinances.

Sec. 102-2. - ~~West Fairbanks Avenue Water/Sewer~~ Impact Fee Deferral Program.

There is hereby established, subject to the terms and conditions stated herein, the ~~West Fairbanks Avenue Water/Sewer~~ Impact Fee Deferral Program (the "program").

- (1) *Purpose.* The purpose of the program is to incentivize economic development, encourage use of city utility service, and provide an incentive for customers on septic tanks to connect to and use city sewer where available. ~~to business owners to relocate or expand existing business to the West Fairbanks Corridor.~~
- (2) *Description of the benefit extended to approved applicants.* If an applicant is accepted into the program, then the applicant will receive the benefit provided herein with respect to ~~water/sewer~~ impact fees owed. The applicant will only pay 20 percent of the assessed ~~water and sewer~~ impact fees otherwise due in full at the time of permitting, with the remaining 80 percent due to be paid in 24 equal monthly installments, ~~with the first payment due on the date of the issuance of a temporary or final certificate of occupancy, whichever occurs first.~~
- (3) *Eligibility to participate in the program.* Eligible participants will include both commercial uses and residential properties, including multi-family uses treated by the city as a commercial use,

~~and businesses within the designated West Fairbanks Avenue district, more particularly described in a map of the West Fairbanks Avenue District, maintained in the city's department of public works, (hereinafter the "West Fairbanks Avenue District").~~ However, in order to be eligible, the applicant must be assessed at least \$1,000.00 in ~~water~~/sewer impact fees.

(4) *Program requirements.*

- a. The applicant must be a business or property owner whose property is currently being served by a septic tank for wastewater purposes located in the West Fairbanks Avenue District.
- b. The applicant must be assessed an impact fee of at least \$1,000.00 as the result of an assessment issued by the city's ~~water and~~ wastewater department.
- c. The applicant must contract to use city sewer and water service.
- d. The applicant must contract to use city electric service if it is available to the address.
- e. If the property is not located within the City of Winter Park's municipal boundary at the time of application, the applicant must agree to annex into the City of Winter Park (See Section 102-3).
- f. The applicant must be in good standing with the city, including no outstanding code enforcement prosecutions, fines or liens, and must be current on all outstanding taxes and fees owed to the City of Winter Park at the time of application.

(5) *Application and contract.* The city manager or his designee is authorized to develop an application form that is consistent with the requirements of the program, and that is not in conflict with these requirements. The city manager or his designee is also directed to develop in consultation with the city attorney a form contract that each approved applicant must enter as a condition of participating in the program. The requirements for the application and contract shall include the following provisions:

- a. The applicant and the party entering the contract must be an owner or authorized agent on behalf of the property that is participating in the program. If requested by the owner, the tenant may also become a party to the contract.
- b. The application and contract must make provision for the applicant being in good standing with the city with regard to financial and compliance matters.
- d. The application and contract will include provisions for annexation into the City of Winter Park if the property is not currently located within the municipal boundary.
- d. The application and contract will include a binding commitment to use utility service available to the property and to make payments of the utility service in accordance with the requirements of the City of Winter Park and its utility divisions.
- e. The application and contract will have provisions requiring payment of the deferred 80 percent of impact fees, commencing with the receipt of a temporary or final certificate of occupancy, whichever is first, with the balance being paid in 24 equal monthly installments. The applicant will agree to a lien, in the nature of an assessment or enforcement lien, recorded in the event that the applicant defaults in making payments due to the city pursuant to the program.
- f. The city manager is directed to make both the form contract and form application available on the city's website. The city manager shall make provision for promoting the program so that eligible participants are reasonably made aware of the availability of the program for qualified applicants.

- g. The city manager and the mayor are authorized to sign program agreements entered with qualified and approved applicants. The city manager shall make provision for reporting to the city commission the extent of participation in the program and the status and degree of fulfillment of program requirements, including payment of deferred impact fees.
- (6) *Municipal discretion.* The City of Winter Park has the sole authority to determine eligibility of any applicant pursuant to these program guidelines. The city manager or his designee may make minor procedural changes to the manner in which the program is implemented, but any change made by the city manager or his designee should be reported to the city commission, and no change will be made that is substantive or material in relationship to the overall scope of the program without obtaining prior approval from the city commission. Any material change in the program that deviates from the specific requirements as provided in this section will require an amendment by ordinance. Nothing in this section is intended to prevent the city from adopting and providing other incentives or grant programs related to the conversion of septic tanks to city sewer connection and service.
- ~~(7) *Sunset.* This is a temporary incentive program and applications will only be accepted through August 1, 2015. This section will sunset on August 1, 2017, unless the program is extended by action of the city commission of the City of Winter Park.~~
- ~~(8) *Additional general conditions.*~~
 - a. Impact fee credits only vest equal to the amount of fees actually paid. If the applicant defaults or for any other reason fails to make full payment due, the property will only receive credit for the amount of funds actually collected.
 - b. A property that has participated in the program may not be deannexed out of the City of Winter Park, to the fullest extent allowed by law.

Sec. 102-3.- New Sewer or Water Service Outside City Limits.

The city will not provide new water and/or wastewater connections or services to or for any property located outside the city limits unless otherwise agreed to in an annexation agreement executed by the city and the owner(s) of the property desiring to obtain such new water and/or wastewater connections or services. If application is made for water or wastewater utilities connection or service (or a combination thereof) to property located outside the city boundaries that is contiguous to the existing city boundaries or is within an enclave surrounded by the city's boundaries, the property owner shall simultaneously annex the property into the city as a prerequisite to the provision of water or wastewater utilities connection or service to the property. If application is made for water or wastewater utilities connection or service (or a combination thereof) to property located outside the city boundaries that is not contiguous to the existing city boundaries, the property owner shall simultaneously execute an annexation agreement, in a form acceptable to the city and binding upon the property, giving the city the right to annex the property into the city limits when the prerequisites of annexation under general law are met. Such annexation agreement will also require the property owner to agree not to voluntarily annex the property into another municipality. Failure of the property owner to annex the property into the city limits pursuant to the annexation agreement shall constitute grounds to terminate water and/or wastewater service to the property. "Application" for water or wastewater utilities service shall include any and all applications for water and/or wastewater connection or service, to reactivate prior water and/or wastewater service, or to add additional water and/or wastewater service, including the addition of additional water meters, new fixtures or water and/or wastewater service capacity. Application" for water or wastewater utilities service includes an attempt to circumvent a formal application or request for water and/or wastewater connections or services, including a property owner's, tenant's or occupant's use of a prior water and/or wastewater connection or service of previous owner, tenant or occupant. Without

limiting the foregoing, the requirements of this subsection also apply to properties within the city's territorial service area for water and/or wastewater services.

Sec. 102-4.- Customer Acceptance of Conditions of Service.

The obtainment of utility services from the city or connection of city utility services to a property shall act to grant the properly authorized agent of the city free access to the property for which utilities are connected at all reasonable hours for the purpose of: (i) reading, repairing, removing, reinstalling, or examining utility meters, (ii) inspecting, maintaining, repairing, removing, reinstalling or inspecting utility service lines and connections, or (iii) making such other inspection of the property and utility improvements as the city may determine necessary to properly maintain and service the public utilities system and for protection of the health and general welfare of the utility customer and general public. By accepting utility services from the city, customers agree to comply with and that they are subject to the provisions of this chapter regardless of whether the property connected to utility services is located within or outside the jurisdictional limits of the city.

Sec. 102-5. - Easement Encroachment Agreements.

The city manager shall have the authority to approve and execute agreements authorizing by license the encroachment of a property owner's improvements within a city drainage or utility easement with terms (including without limitation, incorporating the requirements of this section) and in a form acceptable to the city manager and city attorney. The authorization of an encroachment within a city easement shall not restrict the city in any manner from accessing, maintaining, repairing or reconstructing the city's utilities and other improvements and facilities located within the city's easements pursuant to the city's full rights under the applicable easement. The city shall not be required to repair or reconstruct the property owner's encroaching improvements if such is damaged by virtue of the city's operation, accessing, maintenance, repair and reconstruction of the city's utilities, improvements or facilities, or exercise of the city's rights under the city's easement. The property owner shall as a condition of any easement encroachment agreement be required to acknowledge its acceptance of the risks involved in encroachment into the city's easement, agree to correct any damage the property owner or its agents or the encroaching improvements cause to the city's improvements within the easement, and to indemnify and hold harmless the city, its officers, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the encroachment within the city's easement. The city manager may require a property owner to pay an application fee and to reimburse the city for its attorneys' fees relating to consideration and preparation of an easement encroachment agreement. This provision does not create a right for any property owner to obtain an easement encroachment agreement. The city's determination of whether to authorize an easement encroachment is purely matter of administrative discretion and a function of the city's propriety and property interest in its easements and improvements therein.

Sec. 102-6. - Collection of Water and Sewer Impact and Connection Fees.

In the event that water or sewer impact fees, connection fees, meter or water or sewer service installation charges under this chapter or any portion or combination thereof, are not paid when due for any reason, including by mistake or inadvertence, the city shall have the right to proceed to collect such fees and charges as follows:

(1) The city shall serve, by certified mail-return receipt requested and regular U.S. mail, a notice of non-payment upon the building permit applicant at the address set forth in the building permit application, and then current owner of the property based on the ownership information appearing on the Orange County Property Appraiser website. Provided the city sends the notice of non-payment, the applicant's

and/or current owner's failure to receive delivery of such notice of non-payment shall not invalidate or otherwise impact the city's ability to collect the outstanding amount owed and place and foreclose a notice of lien against the applicable property.

(2) The notice of non-payment shall contain:

(i) A description of the property;

(ii) Advise the applicant and the property owner of the amount due and the fee and/or charges that were not paid; and

(iii) Advise that in the event the fees and/or charges are not paid within thirty (30) calendar days from the date of the notice of non-payment, that a notice of lien against the applicable property for which the building permit was secured may be recorded in the official records of the county and such notice of lien may be foreclosed upon by the city to collect the outstanding sums owed plus accrued interest and attorneys' fees and other collection expenses.

(3) If the amount set forth in the notice of non-payment is not paid within thirty (30) days from the date of the notice of non-payment, then

(i) The outstanding balance owed to the city shall accrue interest at the rate of twelve percent (12%) per annum until such amount is paid in full;

(ii) The city may proceed to record a notice of lien against the applicable property in the official records of the county. Once recorded, the notice of lien shall constitute a lien against the property described therein. The lien shall be coequal with the liens of all state, county, district and municipal taxes, superior in priority to all other recorded liens and claims whether recorded prior to or after the city's lien, except as otherwise provided by law, until paid as provided herein; and

(iii) A copy of the notice of lien shall be served by U.S. Mail to the applicant and the property owner at the same addresses as set forth in subsection (1) above.

(6) After the expiration of thirty (30) days from the date of recording of the notice of lien, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted and prosecuted in conformity with the procedures for the foreclosure of liens as set forth in the Florida Statutes. The city shall also have the right to bring an action for monetary judgment to collect past due amounts owed.

(7) The owner shall be responsible for and the city shall be entitled to reimbursement for the payment of all collection expenses and costs, including attorneys' fees and litigation costs and recording and filing fees, incurred by the city in the collection of fees and charges, filing of liens and in actions to foreclose such liens or actions for a monetary judgment.

(8) If impact fees, connection fees, meter or water or sewer service installation charges, or any portion or combination thereof, have not been paid when due, the city shall have the right to, without notice, immediately withhold the issuance of and not process for review any certificate of occupancy, development permit or development order applications associated with the development and property at issue and may issue and enforce a stop work order on construction associated with the development and property at issue until such fees and charges and the city's associated collection costs are paid in full. Further, the city may refuse to provide or discontinue utility services to the property at issue until such fees and charges and the city's associated collection costs are paid in full.

(9) The collection and enforcement procedures set forth in this section shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinance or administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement. Failure of the city to follow the procedure set forth in this section shall not constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement.

Sec. 102-7. Injunctive relief.

Whenever any person has violated or continues to violate the provisions of this chapter or any order or permit issued hereunder, the city may petition the circuit court for the issuance of a preliminary and/or permanent injunction which restrains or compels the activities on the part of the violator.

Sec. 102-8. - Interlocal Cooperation.

Certain properties serviced by city utilities are also provided utility services by other local governments. As a matter of convenience and interlocal cooperation, the city may enter into agreements with other local government utility service providers for the city to provide billing and collection services for such other local government utility services provided to mutual customers so that such customers receive a joint invoice. In the event the city performs billing and collection services for other utility service providers, the rates charged to customers for each utility service will be governed by the applicable local government utility service provider's rates, fees and charges. In the event of nonpayment of a joint invoice for both city utilities and another local government's utility services, the city shall have the right to disconnect any one or more of the city's utilities services as the result of nonpayment until such amounts are paid in full along with the right to take any other remedies as may be permitted by law or in equity.

Sec. 102-9. - Amendment to Fees, Charges & Penalties.

The city commission shall have the authority to modify from time to time the rates, fees, charges and penalties set forth in this chapter and to establish and modify utility service related fees and charges by way of ordinance, resolution or otherwise by approval of a fee schedule, and the failure of a person or customer to pay any such applicable fees, charges and penalties when due shall be a violation of this chapter and subject to the enforcement and collection provisions hereof.

Sec. 102-10.- Oversizing.

The city may require a development to install utility main lines, a lift station or any portion thereof to a size larger or length longer than ordinarily required as determined by the Water & Wastewater Department Director (referred to as "oversize" or "oversizing"). In the event the city requires a development to oversize main lines or a lift station, or any portion thereof, the city shall reimburse the owner or developer for the additional reasonable costs incurred for oversizing the main lines or lift station, at an amount approved as reasonable by the Water & Wastewater Department Director. Provided such is within the city manager's purchasing authority, the city manager may authorize the expenditure of city funds for reimbursements to cause oversizing to occur. The city may require the owner(s) and developer of property or development to enter into an agreement with the city concerning sewer connections, installation of main lines or lift stations, reimbursement of any oversizing costs and other matters relating to the provisions of this section.

Sec. 102-11.- Rules & Policies.

The city manager is hereby authorized to adopt and enforce administrative rules and policies to implement the provisions of this chapter as the city manager deems necessary and appropriate provided such are consistent with the intent and purpose of this chapter. Rules and policies adopted by the city manager pursuant to this section are subject to rescission or modification by vote of the city commission.

Secs. 102-~~312~~—102-25. - Reserved.

SECTION III: Amendment. Section 102-60 of Article III of Chapter 102 of the City of Winter Park Code of Ordinances is hereby amended as follows (underlined language are additions; ~~stricken through~~ language are deletions; provisions not shown are not being amended):

Chapter 102 – UTILITIES

ARTICLE III. – WATER SERVICE

Sec. 102-60. - Collection of water service fees and charges; liens.

(a) Collection of water service fees and charges. Water service fees and charges shall be ~~charged and collected as provided by sections 102-134, and this section~~102-135 and other applicable provisions of this chapter. ~~The city shall have the right to disconnect a property from water and/or wastewater services if service fees and/or charges are not paid when due. If a representative of the city arrives at the service address to disconnect service for nonpayment and the customer tenders payment instead of having the service disconnected, a service charge as prescribed by the city commission shall be charged and collected in addition to all past due water, sewer, refuse and related charges. When water service is disconnected due to nonpayment, service shall not be reconnected until all past due water, sewer, refuse and related fees, charges and penalties are fully paid, together with a reconnection charge as prescribed by the city commission. In accordance with section 180.135, Fla. Stat. the city may not refuse or discontinue water and sewer services to the owner of any rental unit or to a tenant or prospective tenant of such rental unit for nonpayment of water service charges incurred by a former occupant of the rental unit who contracted directly with the city for such water services and provided such former occupant was not the property owner and provided the provisions of section 102-134(f) do not apply.~~

(b) Lien.

(1) The city shall have a lien on all lands or premises served by its water system for all service fees, surcharges or penalties imposed under this article and service charges for such water facilities until paid, which lien shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and municipal liens for other municipal services such as sewer and refuse, and shall be on a parity with the lien of such state, county and municipal taxes and other municipal liens. Such lien shall arise at the time of connection of water service to such lands or premises and shall be due and payable at the time of delinquency of any unpaid water fees and service charges. ~~Interest shall accrue on unpaid liens at the rate of 12 percent per annum. The city shall be entitled to institute foreclosure proceedings in accordance with the procedures set forth in section 102-135. The city will not record a notice of lien for water service fee and charges that is not permitted by section 180.135, Fla. Stat.~~

(2) The city shall serve, by certified mail-return receipt requested and regular U.S. Mail, a notice of non-payment to the customer at the service address and the current owner of the property based on the ownership information appearing on the Orange County Property Appraiser website. Provided the city sends the notice of non-payment, the customer's and/or current owner's failure to receive delivery of such notice of non-payment shall not invalidate or otherwise impact the city's ability to place and foreclose a notice of lien against the applicable property.

(3) The notice of non-payment shall contain:

(i) A description of the property;

(ii) Advise the customer and the property owner of the amount due and the fee and/or charges that were not paid; and

(iii) Advise that in the event the fees and/or charges are not paid within thirty (30) calendar days from the date of the notice of non-payment, that a notice of lien may be recorded in the official records of the county and such notice of lien may be foreclosed upon by the city to collect the outstanding sums owed plus accrued interest and attorneys' fees and other collection expenses.

(4) If the amount set forth in the notice of non-payment is not paid within thirty (30) days from the date of the notice of non-payment, then

(i) The outstanding balance owed to the city shall accrue interest at the rate of twelve percent (12%) per annum until such amount is paid in full;

(ii) The city may proceed to record a notice of lien against the applicable property in the official records of the county; and

(iii) A copy of the notice of lien shall be served by U.S. Mail to the customer and the property owner at the same addresses as set forth in subsection (2) above.

(5) After the expiration of thirty (30) days from the date of recording of the notice of lien, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted and prosecuted in conformity with the procedures for the foreclosure of liens as set forth in the Florida Statutes. The city shall also have the right to bring an action for monetary judgment to collect past due amounts owed.

(6) The owner shall be responsible for and the city shall be entitled to reimbursement for the payment of all collection expenses and costs, including attorneys' fees and litigation costs and recording and filing fees, incurred by the city in the collection of fees and charges, filing of liens and in actions to foreclose such liens or actions for a monetary judgment.

(7) The collection and enforcement procedures set forth in this section shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinance or administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement. Failure of the city to follow the procedure set forth in this section shall not constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement.

SECTION IV: Amendment. Sections 102-93 through 102-101 of Division 1 of Chapter 102 of the City of Winter Park Code of Ordinances and Sections 102-132, 102-134 and 102-135 of Division 3 of Article IV of Chapter 102 of the City of Winter Park Code of Ordinances are hereby amended as follows (underlined language are additions; ~~stricken through~~ language are deletions; provisions not shown are not being amended):

Chapter 102 – UTILITIES

DIVISION 1. - GENERALLY

Sec. 102-93. Use of public sewers required.

- (a) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of the city any human or animal excrement, garbage or other objectionable waste.

- (b) It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of the city any sewage except where suitable treatment has been provided in accordance with the provisions of this article.
- (c) Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- (d) Flush toilets shall be required within the city in all houses, buildings or structures used for human occupancy, employment, recreation or other purposes, and such flush toilets shall be connected to the public sanitary sewer at the owner's expense as and when required by the provisions of section 102-94(c), subject, however, to the following exceptions and limitations: If the house, building or structure is not situated on property abutting a street, alley or road right-of-way wherein there is located a public sanitary sewer or if the house, building or structure is not within 100 feet of the public sanitary sewer, such connections shall not be required; further, if the connection of the house, building or structure requires unusual and costly plumbing such as a lift station, force main or similar plumbing facilities, either the city shall bear such expense and allocate its costs through the public sanitary sewer system or no connection shall be required.

Sec. 102-94. Private sewage disposal.

- (a) Where a public sanitary sewer is not available under the provisions of section 102-93(d), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section and section 102-95, if applicable, and no sewer fees and charges provided for in sections 102-131 and 102-132 shall be imposed.
- (b) The type, capacities, location and layout of a private sewage disposal system shall comply with all state and county requirements.
- (c) Notwithstanding the provisions of section 102-93, existing residences, places of business and other structures served by adequate private sewage disposal systems, including septic tanks, constructed prior to the construction and availability of a public sanitary sewer shall not be required to connect to the public sanitary sewer until such time as the private sewage disposal system requires maintenance or repair or is abandoned or is condemned by regulatory health authorities. When such private sewage disposal system becomes inoperative, requires maintenance or repair, is abandoned or is condemned by regulatory health authorities, connection with the public sanitary sewer shall be made within 15 days following notice by the city to the property owner. If such connection is not made, the city shall cause all water service thereto to be discontinued until such connection is provided and until all connection and reconnection charges are paid.
- (d) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the city.
- (e) The owners of private sanitary sewer collection systems within the utility service area shall be responsible for the proper maintenance and operation of said systems. The owners shall be required to maintain said systems to minimize inflow and infiltration.
- (f) Any person seeking a permit from the city for installation of a private collection system or owning a private sewer collection system on the effective date of this article shall record in the public records of Orange County a document delineating the private collection system and indicating the exact location of any and all lift stations included within the system. The owner shall provide a copy of the recorded document to the city utility department. The utility department will maintain documents pertaining to private collection systems located within the utility service area.
- (g) The owners of private collection systems shall be required to develop and follow a sewerage spill contingency plan for such systems addressing and remediating sewerage spills caused by but not

limited to line failure, line collapse, line obstruction, surcharge, power failure and/or mechanical failure. A copy of this plan shall be provided to the utility department.

- ~~(h) The owner of private sanitary lift stations shall provide a copy of the contract with a reputable person or firm experienced in the operation, maintenance, and repairs of lift stations for review prior to committing to contract for service. The contractor must provide proof of a minimum of two years' experience in lift station operation and maintenance to include pump and electrical experience. The contractor must have access to equipment to pull and service pumps as well as well pumping and hauling lift station waste. The contractor must be able to have a 24 hour, seven days a week response time and be able to respond to site within two hours after notification of spill or overflow. The owners of all private lift stations shall maintain a written maintenance record and shall make same available to the city in the enforcement of the provisions of this section. These records shall be maintained for a period of three years.~~
- ~~(i) Provide the City of Winter Park with a 24 hour emergency contact phone number of the property owner and contractor.~~
- ~~(j) Upon expiration or change of status of the contractor, the owner of the private sanitary lift station must notify the City of Winter Park Industrial Waste division within 72 hours of change.~~
- ~~(k) The owner of the private sanitary lift station must have a sign posted on or adjacent to the lift station, preferably on the control panel, with lettering legible from a distance of 30 feet. The sign is to include the following;~~
 - ~~(1) Private lift station;~~
 - ~~(2) In case of emergency call _____;~~
 - ~~(3) Owner or business name and phone number;~~
 - ~~(4) Contractor's name and phone number;~~
 - ~~(5) The city will provide the owner of the private lift station a unique identification number for the lift station sign.~~
- ~~(l) The city will conduct annual inspections on private lift stations and charge an annual inspection fee. The annual inspection fee will be incorporated in the City of Winter Park Fee Schedule. The city will have the right to inspect all private wastewater collection systems and appurtenances, and discontinue sewer service if the private wastewater collection system is not maintained in a sanitary and effective operating condition or if the public sewer facilities may be harmed thereby.~~
- ~~(mh) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer of the county.~~

Sec. 102-95. Reporting and Maintenance Requirements for Private Lift Stations.

(a) Purpose. The purpose of this section is to monitor the use of privately owned lift stations within the City. Nothing contained herein is intended to replace or affect the jurisdiction and enforcement of the Florida Department of Environmental Protection or Orange County Health Department, or any other governmental agency charged with administering, regulating, or enforcing matters relating to the construction of wastewater collection and treatment facilities.

(b) Definitions. The following words, terms and phrases, when used in this section, shall have the meaning ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Annual station inspection. The required yearly inspection and certification of all mechanical, structural, and electrical components of certain privately owned lift stations located within the City.

Dwelling, multifamily. A building designed for or occupied exclusively by three or more families.

Dwelling, one-family. A building designed for or occupied exclusively by one family.

Dwelling, two-family. A building designed for or occupied exclusively by two families.

Florida Department of Environmental Protection (FDEP). The State of Florida Department of Environmental Protection, or, where appropriate, the term may also be used as designation for the administrator or other duly authorized official of such state agency. The FDEP serves as the primary compliance and enforcement authority within the state for matters relating to the construction of wastewater collection and treatment facilities. Furthermore, the FDEP serves as the main investigation agency for all sewage spills within lands or waters of the state.

Health hazard. Any condition or action which creates, or may create, a danger to the health, safety, and welfare of the general public. For the purpose of this section, sanitary sewage spills from private lift station facilities onto lands within the City or into waters in or bordering the City will constitute an imminent danger to public health and will be classified as a health hazard.

Orange County Health Department or OCHD. The state health department unit located within Orange County, or, where appropriate, the term may also be used as designation for the administrator or other duly authorized official of such state agency. The OCHD serves as the primary authority within the county for assessing and determining the appropriate level of public health risk for any accident, outbreak, catastrophe, or natural disaster.

Privately owned lift station or POLS. A mechanical apparatus owned and/or operated by a person or entity other than the City, and designed for the conveyance of sanitary sewage from its origin on private property to publicly owned infrastructure such as a gravity sewer main, sewage force main, lift station, or pumping station. Apparatus may be a package lift station, grinder pump system, or pump station, etc. located on nonpublic property within the corporate boundaries of the City.

(c) Registration and Registration Certificate. For any property containing an existing privately owned lift station, the property owner shall register with the City and obtain a registration certificate for such POLS on or before December 31, 2023. Property owners shall register and obtain a registration certificate for all new POLS within ninety (90) days of installation. The property owner shall be required to renew the registration certificate each year. An administrative fee for such registration is authorized to be charged by the City, the amount of which shall be set by resolution and may be amended from time to time. Such registration fee shall include a late fee for any property owner who does not obtain or renew a POLS registration certificate within the time limits imposed by this Division.

(d) Maintenance Contractor. At the time of registration of a POLS, the property owner must provide the City with a copy of the contract with a reputable person or firm experienced in the operation, maintenance, and repairs of lift stations for review prior to committing to contract for service. The contractor must provide proof of a minimum of two years' experience in lift station operation and maintenance to include pump and electrical experience. The contractor must have access to equipment to pull and service pumps as well as well pumping and hauling lift station waste. The contractor must be able to have a 24-hour, seven-days-a-week response time and be able to respond to site within two hours after notification of spill or overflow. The owners of all private lift stations shall maintain a written maintenance record and shall make same available to the city in the enforcement of the provisions of this section. These records shall be maintained for a period of three years. Also, the City is to be provided a 24-hour emergency contact phone number of the property owner and contractor. Upon expiration or change of status of the contractor, the owner of the private sanitary lift station must notify the City of Winter Park Industrial Waste division within 72 hours of change.

(e) Signage. The owner of the POLS must have a sign posted on or adjacent to the lift station, preferably on the control panel, with lettering legible from a distance of 30 feet. The sign is to include the following:

- (1) Private lift station;
- (2) In case of emergency call _____;
- (3) Owner or business name and phone number;
- (4) Contractor's name and phone number;
- (5) The city will provide the owner of the private lift station a unique identification number for the lift station sign.

(f) Agreement. For all new POLS and before connection of the POLS to the City's wastewater system, the property owner shall be required to enter into an agreement with the City regarding the property owners and its successors and assigns obligations under this section.

(g) Annual Inspection. For any property containing a privately owned lift station, the property owner shall obtain an annual inspection on such POLS, certifying that the POLS meets all mechanical, structural, and electrical requirements of the state, except those POLS exempted under subsection (h). Proof of such annual inspection shall be required to obtain an annual registration certificate from the City. Thereafter, the annual station inspection shall be performed within sixty (60) days of the expiration of such registration certificate. The property owner must submit a report to the City certifying the POLS is in proper operating order meeting all state requirements and all needed maintenance/repairs have been completed. This certification of the results from each annual inspection shall be submitted to the City prior to the expiration of the annual registration certificate. Such inspections shall be conducted and certified by a State of Florida licensed Professional Engineer or a State licensed master plumber at the property owner's sole expense.

(h) Exemption from Inspection and Registration Certificate. A property containing only a one-family dwelling or a two-family dwelling shall be exempt from (1) the annual inspection requirements of subsection (g), and (2) the signage requirements of subsection (e). Properties containing a townhouse or multifamily dwelling, which is serviced by a common or community privately owned lift station, shall not qualify for the exemption as outlined in this subsection and shall be required to comply with the reporting requirements.

(i) Right-of-entry. As a condition of connecting a POLS to the City's wastewater system, the property owner grants to the City and its code compliance officers, employees and agents a right-of-entry for inspection and monitoring of a POLS for compliance with this Division.

(j) Sewage Overflow or Spill Reporting. The owner of a private sewage collection system shall be responsible for notifying the Orange County Environmental Protection Department and the Florida Department of Environmental Protection with copy of such notification to the city in the event that a sewage overflow or spill occurs within the owner's system within 36 hours of the event taking place. The owner shall take whatever measures are necessary to protect the public health and the environment from contamination as a result of a sewage overflow. The owner shall clean-up overflows or spills as soon as possible after their discovery.

(k) Penalty. Any property owner who does not obtain and maintain a registration certificate as required by this section shall be deemed to be in violation of the City Code. Any property owner violating this section or section 102-94 may be subject to enforcement by the Code Compliance Board and be subject to the rules and procedures of that board, including being subjected to a fine, in an amount as the Code

Compliance Board may determine. In addition to the above, any property owner failing to obtain the required annual inspection or failing to provide certification of compliance as required by this section, will be reported to the FDEP, OCHD, or any other governmental agency, deemed appropriate by the City Manager or his/her designee. Further, if any violation of Section 102-94 or this section is not corrected within a reasonable period of time as prescribed by the City, the City may, after written notice to the property owner, cause the disconnection of the POLS from the City's wastewater system. Nothing herein shall limit the City's other rights and remedies afforded by law for a violation of Section 102-94 or this section.

Sec. 102-956. Building sewers and connections.

- (a) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenances thereof without first obtaining a written permit from the building official.
- (b) There shall be two classes of sewer permits as follows:
 - (1) For residential service; and
 - (2) For commercial service and service to establishments producing industrial wastes.

In either case, the owner or his agent shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the building official. A permit fee for a residential building sewer permit and a permit fee for a commercial or industrial building sewer permit shall be paid to the city at the time the application is filed, which fees shall be as prescribed by the city commission. The permit fee shall pay the administrative cost in processing the permit application and the cost of sewer lateral location and shall be in addition to the other costs and expenses incident to the installation and connection to the building sewer, such as the cost of time and materials required and county right-of-way utilization fees.

- (c) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- (d) A separate and independent building sewer shall be provided for every building. This shall not apply if one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway. In such situation, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
- (e) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the building official, to meet all requirements of this article.
- (f) The size, slope, alignment and materials of construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.
- (g) Whenever possible, the building sewer shall be brought to the building at an elevation below any basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

- (h) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.
- (i) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the building official before installation.
- (j) The applicant for the sewer permit shall notify the building official when the building sewer is ready for inspection and connection to the sanitary sewer. The connection shall be made under the inspection and approval of the building official or his representative.
- (k) All excavations for building sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

Sec. 102-967. Protection from damage.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the sewage works.

Sec. 102-978. Unauthorized use of sewer system.

It shall be unlawful for any person to tap, cut or in any way use any line, branch or part of the sanitary sewer system without obtaining a written permit and paying all fees, rates and charges established by the city.

Sec. 102-989. ~~Renewal of occupational license~~ Business tax receipt subject to evaluation for adequate pollution control facilities.

After any ~~occupational license~~ new business tax receipt is issued, a copy of the business tax receipt application shall be forwarded to the environmental division, wastewater utility for a determination of the potential impacts such business or related activity may have on the wastewater utility system. ~~and If~~ alteration of occupational use or activities would create pollution problems, modification of the facilities such as grease traps and other pretreatment facilities may be required as a condition of receiving wastewater service from the city. Where facilities require updating or additional equipment to meet pollution standards, such changes shall be made prior to the renewal of any business tax receipt ~~occupational license~~.

Sec. 102-100. Requirements for dental facilities that remove or place amalgam fillings.

- (a) Definitions. For the purposes of this section the following words and phrases shall be as defined herein.

Amalgam separator is a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sewer.

Amalgam waste means and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

ANSI/ADA Standard No. 108 is the American National Standards Institute and American Dentistry association standard for amalgam separators.

Existing source is any facility subject to this section whose first discharge to the sewer collection system occurred on or before July 14, 2017.

ISO 11143 is the International Organization for Standardization's standard for amalgam separators.

New source is any facility subject to this section whose first discharge to the sewer system occurs after July 1, 2023 and must comply immediately upon commencement of discharge.

(b) All owners and operators of dental facilities that remove or place amalgam fillings shall comply with the following reporting and waste management practices:

- (1) For existing sources, the one-time compliance report is due no later than January 31, 2023 or no later than 90 days after transfer of ownership.
- (2) For new sources, the one-time compliance report is due within 90 days of the start of discharge to the sewer collection system.
- (3) No person shall rinse chairside traps, vacuum screens, or amalgam separators equipment in a sink or other connection to the sanitary sewer.
- (4) Owners and operators of dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management and disposal of mercury-containing material and fixer-containing solutions and shall maintain training records that shall be available for inspection by the superintendent or designee during normal business hours.
- (5) Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
- (6) Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.
- (7) The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

(c) All owners and operators of dental vacuum suction systems, except as set forth in subsections (d) and (e) of this section, shall comply with the following:

- (1) An ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator or equivalent device shall be installed for each dental vacuum suction system on or before July 14, 2020; provided, however, that all dental facilities that are newly constructed on and after the effective date of this ordinance shall include an installed ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator device. The installed device must be ISO 11143 or ANSI/ADA Standard No. 108 certified as capable of removing a minimum of 95 percent of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified.
- (2) Proof of certification and installation records shall be submitted to the city manager or designee within 30 days of installation.

- (3) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request therefor by the city manager or designee during normal business hours. Records shall be maintained for a minimum of three years.
- (d) Facilities with vacuum suction systems that meet all the following conditions may apply to the city manager for an exemption to the requirements of subsection (c) of this section:
- (1) The system is a dry vacuum pump system with an air-water separator.
 - (2) The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
 - (3) Evidence of regular pump outs by a licensed hauler (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the city manager or designee during normal business hours.
 - (4) The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

An owner or operator whose facility meets conditions (1) through (4) may apply for this exemption by written letter to the city manager or designee. The city manager or designee will review the system and, if the exemption is approved, shall provide a written letter of exemption.

An exemption obtained pursuant to this subsection (d) shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with subsection (c) of this section before commencing further operation.

- (e) Dental dischargers that exclusively practice one or more of the following specialties are not subject to the requirements of this section: (1) Orthodontics; (2) Periodontics; (3) Oral and maxillofacial surgery; (4) Radiology; (5) Oral pathology or oral medicine; (6) Endodontistry and prosthodontistry.
- (f) Dental practices that do not place dental amalgam, and do not remove amalgam except in limited emergency or unplanned, unanticipated circumstances, are exempt from the requirements of this part, provided the dental practice:
- (1) Submits the following statement to the city, signed by a responsible corporate officer, general partner, proprietor, or a duly authorized representative by the applicable compliance deadline as established by the city manager or designee:

"This facility is a dental discharger subject to this rule and does not place or remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances. I am a responsible corporate officer, a general partner or proprietor (if the facility is a partnership or sole proprietorship), or a duly authorized representative in accordance with the requirements of § 403.12(l) of the above named dental facility, and certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (2) Removes dental amalgam for limited emergency or unplanned, unanticipated circumstances; and

(3) The dental practice notifies the city of any changes affecting the applicability of this certification.

(g) Disposal of hauled waste from dental facilities to the sanitary sewer is prohibited.

Secs. 102-99~~101~~—102-110. Reserved.

ARTICLE IV. - SEWERS AND SEWAGE DISPOSAL

DIVISION 3. - RATES AND CHARGES

Sec. 102-132. Schedule of fees.

- (a) *Established.* There is established a uniform schedule of fees for the use or availability for use, as provided in sections 102-93 and 102-94, of the services and facilities of the sanitary sewer system payable by each dwelling unit, business establishment, church, hospital and every other type of private or public building, structure or activity producing sewage and wastes. As required by federal regulations, this fee schedule shall be reviewed no less than every two years to ensure that sufficient revenues are being generated to pay the total operation and maintenance costs of the sewer system including replacement and to ensure that each user class is paying its proportionate share of such costs based on the proportionate contribution of the user class to the total wastewater loading from all user classes. Furthermore, each user shall be notified at least annually in conjunction with a regular bill of the rate and that portion of the user charge which is attributable to wastewater treatment services.
- (b) *Definitions.* Unless the context specifically provides otherwise, the meaning of terms used in this section shall be as follows:

Dwelling unit means a house, apartment, group of rooms or a single room occupied or intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants do not live and eat with any other persons in the structure, and which quarters have either:

- (1) Direct access from the outside of the building or through a common hall; or
- (2) Complete kitchen facilities for the exclusive use of the occupants.

Multiple dwellings means structures occupied or intended for use as living quarters, containing more than one dwelling unit, but does not include hotels, motels or similar living quarters which do not contain dwelling units.

Residences means structures occupied or intended for use as single-family living quarters, containing no more than one dwelling unit.

- (c) *Monthly fees.* Any user receiving sewer service from systems owned and controlled by the city shall pay a monthly fee at the rates as set forth in a city commission ordinance or resolution as may be amended from time to time. follows:

	FY-05	FY-06	FY-07
Percent increase from previous year	8.00%	8.00%	8.00%

~~Inside the City Limits~~

WATER — WATER RS/ML			
—Thousand			
—Gallons			
—Per Unit	FY 05	FY 06	FY 07
0 — 4	\$0.71	\$0.77	\$0.54
5 — 8	1.07	1.16	1.26
9 — 12	1.51	1.64	1.78
13 — 20	2.06	2.23	2.41
21 & >	2.62	2.83	3.06
Base ERM Charge	6.78	7.33	7.92
Additional Unit Charge	2.47	2.67	2.89
WATER — WATER CM/PU			
—Rate			
—Block	FY 05	FY 06	FY 07
1	\$0.62	\$0.67	\$0.73
2	0.71	0.77	0.84
3	1.07	1.16	1.26
4	1.51	1.64	1.78
5	2.06	2.23	2.41
WATER — WATER IRR			
—Thousand			
—Gallons	FY 05	FY 06	FY 07
0 — 4	\$1.51	\$1.64	\$1.78
5 — 8	2.06	2.23	2.41
9 & >	2.61	2.82	3.05
SEWER — ALL INSIDE			
	FY 05	FY 06	FY 07
Volume Charge	\$4.01	\$4.34	\$4.69
Base ERM Charge	8.01	8.66	9.36
Additional Unit Charge	4.93	5.33	5.76

Outside City Limits

WATER — WATER RS/ML			
—Thousand			
—Gallons			
—Per Unit	FY 05	FY 06	FY 07
0 — 4	\$0.89	\$0.96	\$1.05
5 — 8	1.34	1.45	1.58
9 — 12	1.89	2.05	2.23
13 — 20	2.58	2.79	3.01
21 & >	3.28	3.54	3.83

Base ERM Charge	8.48	9.16	9.90
Additional Unit Charge	3.09	3.34	3.61
WATER – WATER CM/PU			
Rate			
Block	FY 05	FY 06	FY 07
1	\$0.78	\$0.84	\$0.91
2	0.89	0.96	1.05
3	1.34	1.45	1.58
4	1.89	2.05	2.23
5	2.58	2.79	3.01
WATER – WATER IRR			
Thousand			
Gallons	FY 05	FY 06	FY 07
0 – 4	\$1.89	\$2.05	\$2.23
5 – 8	2.58	2.79	3.01
9 & >	3.26	3.53	3.81
SEWER – ALL OUTSIDE			
	FY 05	FY 06	FY 07
Volume Charge	\$5.01	\$5.43	\$5.86
Base ERM Charge	10.01	10.83	11.70
Additional Unit Charge	6.16	6.66	7.20

Note: All rates are effective the beginning of their respective fiscal years.

ERM = Equivalent Residential Meter

Increasing Block Structure Price Breaks by Meter Size
Based on AWWA Equivalent Meter Ratio

		Usage Up To				Usage Over:
Meter Size Inches	Equivalent Meter Ratio	Block 1	Block 2	Block 3	Block 4	Block 5
		(1000 gallons/month)	(1000 gallons/month)	(1000 gallons/month)	(1000 gallons/month)	(1000 gallons/month)

0.75	1	4	8	12	20	24
1	2.5	10	20	30	50	54
1.5	5	20	40	60	100	104
2	8	32	64	96	160	164
3	16	64	128	192	320	324
4	25	100	200	300	500	504
6	50	200	400	600	1,000	1,004

- (d) *Outside city rates.* Outside city rates shall be 125 percent of the inside city rates, ~~as reflected in the above tables.~~
- (e) *Maximum usage charge, residential.* The maximum monthly sewer charge for residential customers shall not exceed an amount computed on the basis of 12,000 gallons of metered water consumption per dwelling unit. The usage charge is in addition to the monthly readiness-to-serve charge for the water meter currently in use. If there is an inoperative meter, a maximum usage charge may be established by the superintendent in order to facilitate billing the sewer usage charge to the customer. For residential and multiple dwelling units served by a single water meter which have separate water meters for irrigation purposes for which the sewage usage charge is not billed or for which a non-metered alternative water source (e.g., lake or well) is used for irrigation purposes, there shall be no maximum usage charge associated with nonirrigation water use.
- (f) *Applicability.* Rates and charges provided for in this section shall not apply to water billings for such meters as have been determined by the city to have no relationship to the use of the sanitary sewer system. Such determination shall be based upon an application submitted by the user to the city, which application shall be accompanied by evidence that the water passing through such water meter is not connected to the sanitary sewer system and is not connected to septic tanks in areas where the sanitary sewer system is available as defined in this article.
- (g) *Rates for persons deemed users but not connected to system.* For persons deemed users in accordance with section 102-133 but who are not connected to any line of the sanitary sewer system, the monthly rate shall be equivalent to the readiness-to-serve charge for service both inside the city or outside the city.
- (h) *Billing frequency.* The city manager is authorized to bill users either monthly or quarterly. Quarterly fees shall be determined by multiplying the minimum and maximum monthly fees or usage requirements by three, with the sewer usage fee per 1,000 gallons of metered water being the same as for monthly billing.
- (i) *Adjustment of rates.* In order to ensure that the city derives sufficient revenue to offset future changes in operation and maintenance charges for sewage disposal at treatment plants now owned by the city, the rates per 1,000 gallons of water consumed shall be adjusted, if approved by a majority of the city commission, to incorporate any change in the operation and maintenance costs billed to the city for the use of such plants. The city manager shall be responsible for computing the necessary adjustment and advising the city commission of its magnitude immediately upon being informed of a change in these charges. The adjusted rate shall take effect no sooner than the date charges to the city are increased or 30 days after the city commission is notified of the pending increase, whichever occurs later.

- (j) *Automatic index adjustment.* The rates established in subsection (c) above for sewer service shall be adjusted annually, on or before October 1 of each year, in accordance with the Florida Public Service Commission Deflator Index. The automatic index adjustment shall be determined on an annual basis and shall be applied to such sewer rates and charges which are in effect immediately prior to the effective date of each such automatic annual adjustment. The effective date of the adjusted sewer rates and charges shall be October 1 of each year unless the city commission, after public hearing, determines that the automatic index adjustment is not necessary for the fiscal soundness of the sanitary sewer system.

Sec. 102-134. - Collections; penalties for nonpayment.

- (a) An initial deposit shall be required ~~as set forth in this section~~ at the time the property is first connected to the water or sewer system or when an owner or tenant has previously failed to pay water, sewer or sanitation service fees due the city within the time limits established in this article. All commercial accounts will be required to place and maintain a deposit in either the amount stated in this section or in an amount equal to three months average billing, whichever is greater. Deposits required by this section are a guarantee that all sums of money due to the city for service furnished to the user making such deposit will be fully paid. Upon the payment of all such sums the city shall, upon the discontinuance of service, refund to the person making such deposit the amount of such deposit less any water, sewer and sanitation fees and penalties still due the city. Deposits shall be returned to residential customers making the deposit after two years of service if the user has not been delinquent in making timely water, sewer and sanitation sewer fee payments to the city. Deposits required by this section will be determined by resolution by the city commission, as may be amended from time to time.

REQUIRED DEPOSITS

~~(1) Inside city property—owner occupied property:*~~

Water Meter Size (inches)	With Sewer and Garbage	With Sewer	Without Sewer
3/4	\$ 135.00	\$ 105.00	\$ 60.00
1	150.00	120.00	85.00
1 1/2	180.00	150.00	105.00
2		420.00*	145.00*
3		510.00*	225.00*
4		600.00*	330.00*
6		885.00*	600.00*

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~~(2) Inside city property—tenant occupied property:*~~

Water Meter	With Sewer	With Sewer	Without Sewer
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Size (inches)	and Garbage		
3/4	\$ 135.00	\$ 105.00	\$ 60.00
1	150.00	120.00	85.00
1 1/2	180.00	150.00	105.00
2		420.00*	145.00*
3		510.00*	225.00*
4		600.00*	330.00*
6		885.00*	600.00*

~~(3) Outside city property owner occupied property:*~~

Water Meter Size (inches)	With Sewer and Garbage	With Sewer	Without Sewer
3/4		\$ 145.00	\$ 75.00
1		165.00	100.00
1 1/2		195.00	130.00
2		570.00*	165.00*
3		675.00*	270.00*
4		780.00*	375.00*
6		1,140.00*	690.00*

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~~(4) Outside city property tenant occupied property:*~~

Water Meter Size (inches)	With Sewer and Garbage	With Sewer	Without Sewer
3/4		\$ 145.00	\$ 75.00
1		165.00	100.00
1 1/2		195.00	130.00
2		570.00*	165.00*
3		675.00*	270.00*
4		780.00*	375.00*
6		1,140.00*	690.00*

~~* In addition to the applicable deposit set forth in the city commission resolution, The city manager or finance director may, at his sole discretion, prescribe an additional deposit or require the user to post a~~

surety bond and hold any deposit indefinitely for any commercial account based on unusual anticipated consumption.

- (b) Nonpayment of water, sewer or any other utility service fees, penalties or charges is declared to be a violation of this ~~chapter article~~. Nonpayment of water, sewer or any other utility service fees, surcharges, penalties or charges for owner- or tenant-occupied property for a period of 25 days after the billing date shall be considered delinquent and shall constitute grounds for the suspension of water service until payment of fees, interest, penalties and any related service charges are made. However, no suspension of water service under this article shall be required by the city except upon written authorization signed by the city manager or his/her designee. Furthermore, nonpayment of water, sewer or any other utility service fees, penalties or charges for a period of 60 days for owner- or tenant-occupied property shall constitute grounds for the suspension of sewer service, when authorized in writing by the city manager. When sewer service is suspended, the county health department shall be immediately notified.
- (c) ~~If a representative of the city arrives at the service address to disconnect service for nonpayment and the customer tenders payment instead of having service disconnected, a service charge of \$10.00 shall be charged and collected in addition to all past due water, sewer, refuse and related charges. When service is disconnected due to nonpayment, service shall not be reconnected until all past due water, sewer, refuse and related charges and penalties are fully paid, together with a reconnection charge of \$25.00 as proscribed by city commission resolution.~~
- (d) In accordance with section 180.135, Fla. Stat. the city may not refuse or discontinue water or sewer services to the owner of any rental unit or to a tenant or prospective tenant of such rental unit for nonpayment of sewer service charges incurred by a former occupant of the rental unit who contracted directly with the city for such sewer services and provided such former occupant was not the property owner and provided the provisions of subsection (f) do not apply.
- (~~d~~e) The penalties and remedies contained in this section shall be cumulative and shall be in addition to any and all other penalties and remedies contained in this Code for the violation thereof.
- (f) The city may refuse water and sewer service to any prospective customer that is "related entity" to current or former water or sewer service customer who has a delinquent water or sewer service account until such delinquent account is paid in full. For the purpose of this subsection, "related entity" means any entity for which: (i) has any one or more of the same members, officers or directors as a delinquent water or sewer service customer; (ii) any member, officer or director of such entity has a delinquent water or sewer service account; (iii) is a parent or subsidiary entity of a delinquent water or sewer service customer; or (iv) is the same entity as a delinquent water or sewer service customer but may operate under a different name whether by way of merger, name change or different fictitious name. The city may rely on a review of the State of Florida, Department of State, Division of Corporations records for making determinations of related entity status. The city shall have the right to require a prospective customer sign a sworn statement attesting that such prospective customer is not a related entity to any current or former water or sewer service customer who has a delinquent water or service account, and in the event the city later determines such sworn statement to be untrue, the city shall have the right to immediately disconnect water and sewer services until the delinquent service account(s) is paid in full.

Sec. 102-135. - Liens.

- (a) The city shall have a lien on all lands or premises served by its sewer system for all service fees, penalties imposed under this article and service charges for such sewer facilities until paid, which lien shall be prior to all other liens on such lands or premises, except the lien of state, county and municipal taxes and municipal liens for other municipal services such as water and refuse, and shall

be on a parity with the lien of such state, county and municipal taxes and other municipal liens. Such lien shall arise at the time of connection of sewer service to such lands or premises and shall be due and payable at the time of delinquency of any unpaid sewer fees and service charges. ~~Interest shall accrue on unpaid liens at the rate of 12 percent per annum. The city will not record a lien for sewer service fees and charges that is not permitted by section 180.135, Fla. Stat.~~

- ~~(b) The city shall be entitled to institute foreclosure proceedings at any time after a lien is attached and is delinquent for a period of 30 days, such proceedings to be in accordance with law, and the city shall be entitled to collect reasonable attorneys' fees from the owner for services rendered by the city's attorneys in the institution and prosecution of such foreclosure proceedings.~~
- ~~(c) Liens created under this section shall, upon the request of the user or the owner of the property affected and upon payment of all delinquent fees, including lawful interest thereon, and all penalties imposed, be released by a certificate signed by the city manager or the city finance director and bearing the seal of the city. The issuance of such certificate shall constitute prima facie evidence of the existence or nonexistence of any such delinquent fees and shall, in the absence of fraud perpetrated by the party requesting the certificate, be binding upon the city as to the existence or nonexistence of any lien created under this section.~~
- (b) The city shall serve, by certified mail-return receipt requested and regular U.S. Mail, a notice of non-payment to the customer at the service address and the current owner of the property based on the ownership information appearing on the Orange County Property Appraiser website. Provided the city sends the notice of non-payment, the customer's and/or current owner's failure to receive delivery of such notice of non-payment shall not invalidate or otherwise impact the city's ability to place and foreclose a notice of lien against the applicable property.
- (c) The notice of non-payment shall contain:
 - (i) A description of the property;
 - (ii) Advise the customer and the property owner of the amount due and the fee and/or charges that were not paid; and
 - (iii) Advise that in the event the fees and/or charges are not paid within thirty (30) calendar days from the date of the notice of non-payment, that a notice of lien may be recorded in the official records of the county and such notice of lien may be foreclosed upon by the city to collect the outstanding sums owed plus accrued interest and attorneys' fees and other collection expenses.
- (d) If the amount set forth in the notice of non-payment is not paid within thirty (30) days from the date of the notice of non-payment, then
 - (i) The outstanding balance owed to the city shall accrue interest at the rate of twelve percent (12%) per annum until such amount is paid in full;
 - (ii) The city may proceed to record a notice of lien against the applicable property in the official records of the county; and
 - (iii) A copy of the notice of lien shall be served by U.S. Mail to the customer and the property owner at the same addresses as set forth in subsection (b) above.
- (e) After the expiration of thirty (30) days from the date of recording of the notice of lien, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted and prosecuted in conformity with the procedures for the foreclosure of liens as set forth in the Florida Statutes. The city shall also have the right to bring an action for monetary judgment to collect past due amounts owed.
- (f) The owner shall be responsible for and the city shall be entitled to reimbursement for the payment of all collection expenses and costs, including attorneys' fees and litigation costs and recording and filing fees, incurred by the city in the collection of fees and charges, filing of liens and in actions to foreclose such liens or actions for a monetary judgment.
- (g) The collection and enforcement procedures set forth in this section shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinance or

administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement. Failure of the city to follow the procedure set forth in this section shall not constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement.

SECTION V: Conflicts. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION VI: Severability. If any portion of this Ordinance is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION VII: Codification. Sections II, III and IV of this Ordinance shall be codified and made a part of the City of Winter Park Code of Ordinances; the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; the word “*Ordinance*” may be changed to “*Section*,” “*Article*,” “*Division*” or another appropriate word. The City Clerk is given liberal authority to correct scrivener’s errors, such as incorrect Code cross-references, grammatical, typographical, and similar errors when codifying this Ordinance.

SECTION VIII: Effective Date. This Ordinance will become effective immediately following approval by the City Commission at its second reading.

PASSED AND ADOPTED on first reading this ____ day of _____ 2023.

PASSED AND ADOPTED on second reading this ____ day of _____ 2023.

**CITY COMMISSION
CITY OF WINTER PARK, FLORIDA**

By: Phil Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk, MMC



City Commission **agenda item**

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date August 9, 2023
prepared by Rene Cranis	approved by Wes Hamil, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal accountability	

subject

Ordinance 3276-23 - amending Winter Park Firefighters' Pension Plan clarifying the definition of Salary and amending the pre-retirement death and disability sections to comply with the cancer presumption requirements of Florida Statutes. (2nd reading)

motion / recommendation

Approve ordinance amending Firefighters' Pension Plan

background

The attached ordinance clarifies the definition of salary and excludes future types of pay from pensionable earnings unless agreed to be included by the City and Union representing the City's firefighters. This clarification will be helpful for staff in properly withholding employee contributions from pensionable earnings and calculating average final compensation for purposes of pension benefits.

The ordinance also amends the pre-retirement death and disability sections to comply with the cancer presumption requirements of Chapter 112.1816, Florida Statutes.

alternatives / other considerations

fiscal impact

Gabriel Roeder Smith, actuaries for the Winter Park Firefighters' Pension Plan, has determined this to be a no cost ordinance under State minimum funding requirements.

ATTACHMENTS:

[Firefighter Pension Ordinance.docx](#)

ORDINANCE 3276-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 74, PERSONNEL, ARTICLE V, RETIREMENT AND PENSION PLANS, DIVISION 3, FIREFIGHTERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK; AMENDING SECTION 74-151, DEFINITIONS; AMENDING SECTION 74-157, PRE-RETIREMENT DEATH; AMENDING SECTION 74-158, DISABILITY; PROVIDING FOR COMPLIANCE WITH CHAPTER 2019-21, LAWS OF FLORIDA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 74, Personnel, Article V, Retirement and Pension Plans, Division 3, Firefighters, of the Code of Ordinances of the City of Winter Park, is hereby amended by amending Section 74-151, Definitions, by amending Salary to read as follows:

Salary means the total compensation for services rendered to the City as a Fire Fighter reported on the Member's W-2 form, including all types of pay included in pensionable salary on January 1, 2023, all tax deferred items of income deferred pursuant to Sections 457 (employee contributions only) and 414(h) of the Code and tax exempt income exempt pursuant to Section 125 of the Code, and tax sheltered items of income derived from elective employee payroll deductions or salary reductions, but excluding ~~except~~ compensation for special details, duty indirectly paid for by private parties, tuition reimbursement, and emergency payment for unused Personal Leave, and all other types of pay excluded from pensionable salary on January 1, 2023, and all types of pay added after January 1, 2023, unless agreed to be included as Salary by the City and Union representing the City's firefighters. but including all tax deferred ~~items of income deferred pursuant to Sections 457 (employee contributions only) and 414(h) of the Code and tax exempt income exempt pursuant to Section 125 of the Code, and tax sheltered items of income derived from elective employee payroll deductions or salary reductions.~~ Notwithstanding the preceding sentence, for Credited Service on and after October 1, 2011, Salary shall exclude payments for overtime in excess of three hundred (300) hours per calendar year, excluding overtime worked as part of a member's regular work schedule, and payments for accrued annual leave, except that payments for accrued annual leave accrued as of

October 1, 2011 may be included in Salary for pension purposes even if payment is not actually made until on or after October 1, 2011 provided, however, the amount of accrued annual leave accrued as of October 1, 2011 that may be included in Salary for pension purposes shall be reduced by the actual amount of annual leave used by the Member on or after October 1, 2011 as follows:

[remainder of definition unchanged]

SECTION 2: That Chapter 74, Personnel, Article V, Retirement and Pension Plans, Division 3, Firefighters, of the Code of Ordinances of the City of Winter Park, is hereby amended by amending Section 74-157, Pre-retirement death, by adding subsection 4, to read as follows:

* * * *

4. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

SECTION 3. That Chapter 74, Personnel, Article V, Retirement and Pension Plans, Division 3, Firefighters, of the Code of Ordinances of the City of Winter Park, is hereby amended by amending Section 74-158, Disability, subsection 2., In-Line of Duty Presumptions, and adding subsection C., Cancer Presumption, to read as follows:

* * * * *

2. In-Line of Duty Presumptions.

* * * *

C. Cancer Presumption. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to be totally and permanently disabled in the line of duty if he or she meets the Plan's definition

of Totally and Permanently Disabled due to a diagnosis of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

* * * * *

SECTION 4: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Park.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

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 9th day of August, 2023.

By: _____
Mayor Phil Anderson

ATTEST:

Rene Cranis, City Clerk



City Commission **agenda item**

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board approval Completed	
strategic objective Fiscal accountability	

subject

Ordinance 3277-23- amending Winter Park Police Officers Pension Plan clarifying the definition of Salary. (2nd reading)

motion / recommendation

Approve ordinance amending Winter Park Police Officers Pension Plan

background

This ordinance clarifies the definition of Salary and excludes future types of pay from pensionable salary unless specifically agreed to be included by the City. This clarification will be helpful for staff in properly withholding employee contributions from pensionable earnings and calculating average final compensation for purposes of pension benefits.

alternatives / other considerations

fiscal impact

Gabriel Roeder Smith, actuaries for the Winter Park Police Officers' Pension Plan, has determined this is a no cost ordinance under State minimum funding requirements.

ATTACHMENTS:

[Police Pension Ordinance.docx](#)

ORDINANCE 3277-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 74, PERSONNEL, ARTICLE V, RETIREMENT AND PENSION PLANS, DIVISION 4, POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER PARK; AMENDING SECTION 74-201, DEFINITIONS; PROVIDING FOR COMPLIANCE WITH CHAPTER 2019-21, LAWS OF FLORIDA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 74, Personnel, Article V, Retirement and Pension Plans, Division 4, Police Officers, of the Code of Ordinances of the City of Winter Park, is hereby amended by amending Section 74-201, Definitions, by amending Salary to read as follows:

Salary means the total compensation for services rendered to the City as a Police Officer reported on the Member's W-2 form, including all types of pay included in pensionable salary on January 1, 2023, all tax deferred items of income deferred pursuant to Sections 457 (employee contributions only) and 414(h) of the Code and tax exempt income exempt pursuant to Section 125 of the Code, and tax sheltered items of income derived from elective employee payroll deductions or salary reductions, but excluding except compensation for special details, duty indirectly paid for by private parties, tuition reimbursement, and emergency payment for unused Personal Leave, and all other types of pay excluded from pensionable salary on January 1, 2023, and all types of pay added after January 1, 2023, unless such is specifically agreed to be included as Salary by the City. ~~but including all tax deferred items of income deferred pursuant to Sections 457 (employee contributions only) and 414(h) of the Code and tax exempt income exempt pursuant to Section 125 of the Code, and tax sheltered items of income derived from elective employee payroll deductions or salary reductions.~~ Notwithstanding the preceding sentence, for Credited Service on and after October 1, 2011, Salary shall exclude payments for overtime in excess of three hundred (300) hours per calendar year, excluding overtime worked as part of a member's regular work schedule, and payments for accrued annual leave, except that payments for accrued annual leave accrued as of October 1, 2011 may be included in Salary for pension purposes even if payment is not actually made until on

or after October 1, 2011 provided, however, the amount of accrued annual leave accrued as of October 1, 2011 that may be included in Salary for pension purposes shall be reduced by the actual amount of annual leave used by the Member on or after October 1, 2011 as follows:

[remainder of definition unchanged]

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Park.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

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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 9th day of August, 2023.

By: _____
Mayor Phillip M. Anderson

ATTEST:

Rene Cranis, City Clerk