



# City Commission Regular Meeting

## Agenda

**May 25, 2022 @ 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](http://cityofwinterpark.org/bpm) and include virtual meeting instructions.

### assistance & appeals

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

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

### please note

Times are projected and subject to change.



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

- a. Parsram Rajaram, Director of Information Technology 1 minute

**Pledge of Allegiance****3. Approval of Agenda****4. Mayor Report****5. City Manager Report****6. City Attorney Report****7. Non-Action Items**

- a. Board Appointments (Commissioner Sullivan) 1 minute

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

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)  
(Three minutes are allowed for each speaker)

**9. Consent Agenda**

- a. Approve the minutes of the regular meeting, May 11, 2022 1 minute
- b. Approve the following piggyback contracts: 1 minute
1. Top Line Recreation, Inc. - Clay County Contract RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods and services on an as-needed basis during the term of the Agreement, contract term through May 28, 2023; Amount: \$100,000
  2. Musco Lighting, Inc. - Clay County Contract RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods and services on an as-needed basis during the term of the Agreement, contract term through May 28, 2023; Amount: \$300,000
  3. Rep Services, Inc. - Clay County Contract RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods and services on an as-needed basis during the term of the Agreement, contract term through May 28, 2023; Amount: \$100,000

4. Core & Main, LP - City of St. Petersburg PBA No. 22-6457 - Water & Wastewater Supplies; Additional \$1,000,000 for contract term. Funds will be utilized for purchases for the Water/Wastewater and Electric Departments.
  5. The Nidy Sports Construction Co. - NCPA Contract #08-20 - Athletic Surfacing & Asphalt Maintenance; For services on an as-needed basis during the remainder of the current term of the Agreement through August 31, 2022; Amount: \$100,000
  6. ABM Industry Groups, LLC - Pasco County Contract #IFB-TB-16-131 - Janitorial Services and Equipment; For services on an as-needed basis during the remainder of the current term of the Agreement through March 1, 2023; Amount: \$750,000
- c. [Approve the following contracts:](#) 1 minute
1. Ovation Construction Co., Inc. - RFQ11-18 - Repair & Construction Services (< \$200k/project); For services on an as-needed basis during the term of the Agreement; Amount: \$1,500,000
  2. Johnson-Laux Construction, LLC - RFQ11-18 - Repair & Construction Services (< \$200k/project); For services on an as-needed basis during the term of the Agreement; Amount: \$750,000
  3. Waterfront Property Services, LLC - IFB7-18 - Dredging Services; For services on an as-needed basis during the term of the Agreement; Amount: \$100,000
  4. Stuart C. Irby Co. - IFB4-21 - Purchase of 15kV & 600-Volt Underground & Cable; For goods on an as-needed basis during the term of the Agreement; Amount: \$200,000
  5. DRMP, Inc. - RFQ20-18 - Professional Survey Consulting Services; Amount: \$160,000
  6. Howard Industries, Inc. - IFB8-20 - Single-Phase Transformers; Amount: \$1,000,000
  7. Applegate Information Services, LLC - FY21-54 - Winter Park Library IT Maintenance and Support; For services on an as-needed basis during the term of the Agreement, through September 30, 2023; Amount: \$55,000

## 10. Action Items Requiring Discussion

- a. [Minutes of April 27, 2022](#) 10 minutes
  - Approval of minutes
  - Provide clarification on advisory board review of RFPs.
- b. [Library & Event Center Parking](#) 30 minutes

- c. [Strategic Priorities](#) 30 minutes
- d. [Quanta Technology, LLC - RFP12-22 - City of Winter Park's Roadmap to Renewable Resources; Amount: \\$100,000. \(Continued from May 11 meeting\)](#) 45 minutes

## 11. Public Hearings

- a. [Request of Z Properties for:](#) 15 minutes  
Approval of the subdivision and replat of 1150 Louisiana Avenue, zoned O-2, for a six-building office park.
- b. [Requests of Richard Jennings for:](#) 20 minutes
  - Approval to subdivide or split the property at 1475 Berkshire Avenue, Zoned R-1A, into two buildable single-family lots. subject to variances for lot width and lot area and pursuant to a Historic Designation and preservation of the existing home, and
  - Resolution to designate the property at 1475 Berkshire to the Winter Park Register of Historic Places.
- c. [Ordinances amending pension plans \(2nd reading\)](#) 5 minutes
  - Ordinance 3243-22 - Amending Firefighters Pension Plan.
  - Ordinance 3244-22 - Amending Police Officers Pension Plan.
- d. [Ordinance - Amending Chapter 2 regarding the membership, functions, duties and procedures of subsidiary city boards. \(1st Reading\)](#) 20 minutes

## 12. City Commission Reports

## 13. Summary of Meeting Actions

## 14. Adjournment



# City Commission **agenda item**

item type Invocation	meeting date May 25, 2022
prepared by Kim Breland	approved by
board approval	
strategic objective	

## subject

Parsram Rajaram, Director of Information Technology

## motion / recommendation

## background

## alternatives / other considerations

## fiscal impact



# City Commission **agenda item**

item type Non-Action Items	meeting date May 25, 2022
prepared by Rene Cranis	approved by
board approval	
strategic objective	

## subject

Board Appointments (Commissioner Sullivan)

## motion / recommendation

## background

Commissioner Sullivan will be reporting the following appointments:

- Keep Winter Park Beautiful and Sustainability Advisory Board: Rishona Teres
- Tree Preservation Board: Rebecca Rich Gallardo

## alternatives / other considerations

## fiscal impact



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Approve the minutes of the regular meeting, May 11, 2022

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[CC-min-2022-05-11.pdf](#)



# City Commission Regular Meeting Minutes

May 11, 2022 at 3:30 p.m.

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

## **Present**

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

### **1) Meeting Called to Order**

Mayor Anderson called the meeting to order at 4:07pm

### **2) Invocation**

Wes Hamil, Finance Director, gave the invocation followed by the Pledge of Allegiance.

### **3) Approval of Agenda**

Approved by consensus.

### **4) Mayor Report**

#### **a. Legislative Update - Representative Joy Goff-Marcil**

Representative Goff-Marcil gave an update on the 2022 legislative session highlighting the impact and status of the proposed bill on redistricting and reviewed both pending and passed legislation on education and the Local Business Protection Act, which gives businesses the right to sue local governments over certain ordinances if it reduces their profits by 15%. She reviewed additional proposed bills relating the environment, which included record funding for Everglades restoration, funding for wastewater grants and springs restoration. She explained components of election reform bills to prevent dark money tactics, expanding candidate recording dates, and increasing the burden of Supervisors of Election on voter registration list maintenance. She noted a special session will be held on property insurance and insurance fraud.

Commissioner Sullivan opposed the approach to pump water into the aquifer storage and recovery wells due the high cost to construct and maintain to address the water problems entering Lake Okeechobee. He expressed his concerns about the degradation of public schools and feels they need to be brought to a higher level. He spoke about the comparison of the Local Business Protection Action to eminent domain and the Bert Harris Act and feels it will create issues for the city.

Mayor Anderson spoke about the importance of history and heritage and announced that May 11<sup>th</sup> was declared Winter Park Garden Club Day in honor of its 100-year anniversary.

## **5) City Manager Report**

### **a. City Manager's Report**

Ms. Del Valle explained that the city has had challenges with garbage collection over the past few months and that staff has been working with Seminole County who has been experiencing staffing issues at their landfill and will be presenting options to the commission in an upcoming meeting.

She reminded the commission of the soft opening of the Winter Pines Golf Course on Thursday at 5:30 p.m.

Commissioner DeCiccio asked when the utilities will be moved and the left-turn constructed at Denning and Fairbanks. Ms. Del Valle stated that the work has started and staff will provide an update to the commission.

Commissioner DeCiccio addressed ongoing parking issues, particularly lack of parking for library patrons. While staff is working on solutions and costs to present to the commission, she suggested that signs be posted designating parking for library patrons only. After discussion, consensus was to post signs reserving the 31 spaces west of the library for library patrons only during library hours and post signs designating 18 of the 32 spaces at the south end of the parking area for library staff only during library hours.

### **b. Commission Work Sessions**

Ms. del Valle reviewed the list of work session topics. The joint work session with the Utility Advisory Board is recommended for June 9<sup>th</sup> to discuss rates as the 90-day hold on rates will be reaching an end at that time. The Library and Events Center will be an action item on the May 25<sup>th</sup> agenda.

Mayor Anderson suggested Strategic Planning/Commission Priorities as a topic for the May 26<sup>th</sup> work session. Because this falls just prior to the Memorial Day Weekend, he suggested that the commission submit their top ten priorities in advance of and for discussion in the May 25<sup>th</sup> regular meeting and to schedule work sessions based on that discussion in the commission's June 8<sup>th</sup> meeting. Agreed to by consensus.

## **6) City Attorney Report**

- a. Discussion and potential action to approve a settlement agreement in the case of City of Winter Park adv. Florida CIS WP, LLC and Palladio Condominium Owners Association, Inc. Case No.: 2019-CA-012895-O

Attorney Ardaman stated this will be brought back at a later date.



**7) Non-Action Items**

**8) Public Comments | 5 p.m. or soon thereafter (heard after Consent Agenda)**

**9) Consent Agenda**

- a. Approve the minutes of the Regular Meeting, April 27, 2022 (Removed by Commissioner Sullivan)
- b. Approve the minutes of the Work Session, April 28, 2022
- c. Approve the following contracts:
  1. Tetra Tech, Inc. - RFP4-18 - Emergency Debris Monitoring Services; for services on an as-needed basis during the term of the Agreement; Amount: \$200,000
  2. Ceres Environmental Services, Inc. - RFP5-18 - Emergency Debris Management Services; for services on an as-needed basis during the term of the Agreement; Amount: \$200,000
  3. Cathcart Construction Company - RFP15-19 - Underground Conduit/Pipe Installation Services; Amendment 4 - for excavation services for City projects not related to underground conduit or pipe installation on an as-needed basis; Amount: \$200,000
  4. Trane, Inc. - FY17-46 - Chiller/HVAC Maintenance; For additional funds for the task order to complete HVAC upgrades at the old Winter Park Library; Amount: \$215,000 (Removed by Commissioner DeCiccio)
- d. Approve the following formal solicitation:
  1. Quanta Technology, LLC - RFP12-22 - City of Winter Park's Roadmap to Renewable Resources; Amount: \$100,000 (Removed by Mayor Anderson)
- e. Approve the following piggyback contract:
  1. R2 Unified Technologies, LLC - NASPO Contract #AR3227 43220000- NASPO-19-ACS - Data Communication Products & Services; For goods and services on an as-needed basis during the term of the Agreement, contract term through September 30, 2024; Amount: \$200,000
- f. Approve ARPA Funding Allocations - Cybersecurity Enhancements & Old Library Roof and AC
- g. Approve the following purchase:
  1. Ten-8 Fire & Safety, LLC - Purchase of Pierce Quantum 107' Tractor-Drawn Aerial with Pumper (Fire Truck); Amount \$1,671,686
- h. Advisory Board Survey Results 2022

Mayor Anderson removed Item d. Commissioner Sullivan removed Item a.

**Motion made by Mayor Anderson to approve the Consent Agenda except Items a and d; (no audible second). Motion carried unanimously with a 5-0 vote. (Rescinded)**

Commissioner DeCiccio removed Item 9c4.

**Motion made by Mayor Anderson to rescind the motion (no audible second). Motion carried unanimously with a 5-0 vote.**

**Motion made by Mayor Anderson to approve the Consent Agenda except Items a, d and e; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote. (Rescinded)**

Item 9a: Commissioner Sullivan stated that he would like to amend the April 27 regular meeting minutes, 3<sup>rd</sup> paragraph on page 9 to read "Commissioner Sullivan suggested a condition that the light will not extend above 10-feet below the existing tower."

He addressed the discussion of RFPs by advisory boards on page 4, stating he understood that the direction was more than having boards review larger RFPs. He believes the commission made a specific requirement of staff and feels the minutes be clarified as it is a procedural change. He recommended the minutes be revised to read "Commission approved by consensus that staff will submit to the appropriate boards proposed RFPs that affect city policy. The boards may review the RFPs and provide comments to staff" to replace "Approved by consensus for larger RFPs."

Mayor Anderson recalled that the focus was more on the significance of the RFP rather than whether it would change policy. He said he would be amenable to modifying Commissioner Sullivan's suggestion state "significant RFPs that change city policy."

Commissioner Sullivan said his intent was for review of those that address to city policy.

Mayor Anderson suggested staff provide a verbatim transcript of the discussion to the commission and place approval of the minutes and clarification of the commission's direction on the next meeting agenda.

Item 9d: Mayor Anderson said he does not have concerns with vendor or cost, but wants to ensure the scope is clear. He noted that he sent an email to staff regarding the scope and suggested tabling this item until everyone had a chance to review the email and attachments. He said he wants to be clear on the scope of the project, definitions of clean energy, zero emissions, carbon free, renewable energy, and target dates.

**Motion made by Mayor Anderson to table Item 9a; seconded by Commissioner Weaver.**

Commissioner Weaver suggested a work session on renewable energy. He said that he spoke with City of Orlando Director of Sustainability & Resilience Chris Castro to find out what Orlando has done and after a cursory review of the RFP, it is not clear to him if

the city is looking for 100% renewable energy city wide or city operations. He noted he forwarded emails regarding this item to city management for circulation to the commission. He said that there so much data available that he questions whether the city needs a consultant.

Mayor Anderson suggested tabling this to the May 25<sup>th</sup> meeting for discussion.

Commissioner Weaver suggested looking at the City of Orlando study done by the same consultant in 2019. He spoke about the City of Orlando's study (to be distributed to the Commission). Commissioner Sullivan suggested that the commission review the city's Sustainability Action Plan.

**Upon a voice vote, the motion to table (to May 25<sup>th</sup>) carried unanimously with a 5-0 vote.**

Item 9c: Commissioner DeCiccio questioned whether the roof and HVAC repairs should be delayed until the RFPs are received as she feels the city is spending money needlessly. Commissioner Weaver said these are to replace mechanical equipment and roof so he feels the repairs need to be made regardless of the use.

It was clarified that this discussion relates to Item 9c4 and f. **The motion to approve the consent agenda was rescinded by unanimous voice vote.**

Discussion was held on Item 9c4 and 9f. Commissioner DeCiccio said she is in favor of the cybersecurity enhancements portion of 9f, but questioned whether the city should be paying for new roof and HVAC prior to the RFP. Kyle Dudgeon, Assistant Division Director of Economic Development/CRA, stated there is a pressing need to repair roof and HVAC regardless of the outcome of the RFP and will be attractive to potential proposers.

**Motion to approve the Consent Agenda except a and d; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.**

## **10) Action Items Requiring Discussion**

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

Theresa Smith-Levin, 2529 Modac Trail, Central Florida Vocal Arts and Opera del Sol, addressed the proposed Central Park stage and the opportunities to improve the functionality. She said her company is not able to rent the stage with the current design. She offered her expertise to redesign the stage for better performances.

Jason Seeley, Director of Parks and Recreation, said he has spoken with Mrs. Smith-Levin regarding her concerns about sound and that staff is looking at options including a backdrop. He understands there was a desire for a bandshell but it is not part of the plan due to the desire for an open viewshed; however, the city could consider a

temporary backdrop that could be used for performances and then removed. Mrs. Smith-Levin urged the city to look at options during the design stage rather than after construction is complete.

Tom McMacken, 1601 Shiloh Lane, spoke about street lights that have been out in his neighborhood over the last two months asked to be notified when repairs are planned.

## 11) Public Hearings

- a. Ordinances amending pension plans (1st reading)
  - Amending Firefighters Pension Plan.
  - Amending Police Officers Pension Plan

Attorney Ardaman read the firefighters' pension ordinance by title. A simultaneous public hearing was held on these ordinances.

Ms. Del Valle summarized the changes which improves the in line of duty death benefit to be equal to the inline of duty disability benefit. She responded to questions regarding plan funding stating that the both pension plans are solid at this time and that the pension boards have reviewed these ordinances.

**Motion made by Commissioner Sullivan to approve the ordinances amending the fire and police pension plans; seconded by Commissioner DeCiccio.**

Attorney Ardaman read the Police Officers pension ordinance by title.

There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

## 12) City Commission Reports

Commissioner Sullivan - no report.

Commissioner DeCiccio - no report

Commissioner Cruzada –

- Gave an update from the community meeting regarding the rezoning of the property at 2300 South Semoran which will be addressed by the Orange County Planning and Zoning Board on May 19<sup>th</sup>.

Commissioner Weaver-

- Spoke about the Killarney Shores development and use of the boat ramp by area residents outside the development who received notice from the developer that they can only use the ramp with a \$5k fee to join Killarney Shores Homeowners Association or pay \$500 and then \$56 per month to use the boat ramp. It was not

realized that the development agreement allows the new developer to charge in excess of \$100k and he anticipates the issue will come back to commission.

- Re-addressed library parking and noted that there is no way to get to the events center from parking lot and there should be access from the south side to get to events. He suggested that staff go back to the architect to find a solution and provide ADA accessibility.
- Said he feels acoustics in events center are below average and that the architect is responsible for fixing the issue since issues were discussed prior to completion. Ms. Del Valle advised that staff is researching the issue and looking for opinions and solutions. Mayor Anderson agreed with Commissioner Weaver and said a solution is needed so it remains rented and economically feasible and suggested review of the design services to ensure all criteria were met.

Mayor Anderson –

- Noted that residents are meeting to discuss Brewer Curve from Phelps to Dinky Dock safety issues and solutions. He suggested the commission review his comments from the meeting.
- Commented on pedestrian access to commercial enterprises on Park Avenue and said he asked Mr. Knight to see if there is a need to codify something that would be enforced.

Commissioner Weaver spoke about Brewer Curve meetings where safety was the primary concern of residents. He asked for status on speed tables. Ms. del Valle said staff is still testing.

Fire Chief Dan Hagedorn said speed is less of an issue than the geography of the curves and opposing lanes. He explained emergency response challenges where cars try to outrun, merge left or right to pass, or stop, which is very dangerous in an area like this, but staff is still looking at options.

### **13) Summary of Meeting Actions**

- Received presentation from Representative Goff-Marcil.
- Directed staff to post signs designating library patron and library staff parking.
- Scheduled joint work session with UAB for June 9<sup>th</sup>.
- Commission members to send their top ten strategic priorities to Mr. Knight which will be discussed in the May 25<sup>th</sup> meeting and scheduled for work sessions.
- Approved the Consent Agenda except a and d. Place on May 25<sup>th</sup> agenda review of April 27<sup>th</sup> and clarification of intent regarding advisory board review of RFPs. Tabled RFP regarding Roadmap to Renewable Resources to May 25<sup>th</sup> to review documents sent by Mayor Anderson to Mr. Knight.
- Approved first reading of pension plan ordinances.

**14) Adjournment**

The meeting adjourned at 5:39 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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City Clerk Rene Cranis



# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Michael Hall	<b>approved by</b> Jennifer Maier, Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b> Fiscal Stewardship	

## **subject**

Approve the following piggyback contracts:

## **item list**

1. Top Line Recreation, Inc. - Clay County Contract RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods and services on an as-needed basis during the term of the Agreement, contract term through May 28, 2023; Amount: \$100,000
2. Musco Lighting, Inc. - Clay County Contract RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods and services on an as-needed basis during the term of the Agreement, contract term through May 28, 2023; Amount: \$300,000
3. Rep Services, Inc. - Clay County Contract RFP No. 18/19-2 - Equipment & Amenities for Parks & Playgrounds; For goods and services on an as-needed basis during the term of the Agreement, contract term through May 28, 2023; Amount: \$100,000
4. Core & Main, LP - City of St. Petersburg PBA No. 22-6457 - Water & Wastewater Supplies; Additional \$1,000,000 for contract term. Funds will be utilized for purchases for the Water/Wastewater and Electric Departments.
5. The Nidy Sports Construction Co. - NCPA Contract #08-20 - Athletic Surfacing & Asphalt Maintenance; For services on an as-needed basis during the remainder of the current term of the Agreement through August 31, 2022; Amount: \$100,000
6. ABM Industry Groups, LLC - Pasco County Contract #IFB-TB-16-131 - Janitorial Services and Equipment; For services on an as-needed basis during the remainder of the current term of the Agreement through March 1, 2023; Amount: \$750,000

## **motion / recommendation**

Commission approve item as presented and authorize the Mayor to execute the Agreements.

## **background**

1-4: A formal solicitation process was conducted by the originating agency to award these

contracts.

5: A formal solicitation process was conducted by the originating agency to award this contract. Additional funds are needed to complete additional services during the contract term.

6: A formal solicitation process was conducted by the originating agency to award this contract. Additional funds are needed to complete additional services during the remainder of the contract term: includes the addition of the Golf Course and future addition of the Permitting building and possibly the repurposed old Library.

#### **alternatives / other considerations**

N/A

#### **fiscal impact**

Total expenditures included in approved budget.





# City Commission **agenda item**

<b>item type</b> Consent Agenda	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Michael Hall	<b>approved by</b> Peter Moore, Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b> Fiscal Stewardship	

## **subject**

Approve the following contracts:

## **item list**

1. Ovation Construction Co., Inc. - RFQ11-18 - Repair & Construction Services (< \$200k/project); For services on an as-needed basis during the term of the Agreement; Amount: \$1,500,000
2. Johnson-Laux Construction, LLC - RFQ11-18 - Repair & Construction Services (< \$200k/project); For services on an as-needed basis during the term of the Agreement; Amount: \$750,000
3. Waterfront Property Services, LLC - IFB7-18 - Dredging Services; For services on an as-needed basis during the term of the Agreement; Amount: \$100,000
4. Stuart C. Irby Co. - IFB4-21 - Purchase of 15kV & 600-Volt Underground & Cable; For goods on an as-needed basis during the term of the Agreement; Amount: \$200,000
5. DRMP, Inc. - RFQ20-18 - Professional Survey Consulting Services; Amount: \$160,000
6. Howard Industries, Inc. - IFB8-20 - Single-Phase Transformers; Amount: \$1,000,000
7. Applegate Information Services, LLC - FY21-54 - Winter Park Library IT Maintenance and Support; For services on an as-needed basis during the term of the Agreement, through September 30, 2023; Amount: \$55,000

## **motion / recommendation**

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

## **background**

- 1-4: A formal solicitation process was conducted to award this contract.
- 5: A formal solicitation process was conducted to award this contract. Additional funds are being requested for a Task Order pertaining to Survey and Subsurface Utility Engineering Services for the Ravaudage Lift Station and Force Main project.
- 6: A formal solicitation process was conducted to award this contract. Additional funds are being requested from Electric Utility and Inventory so orders may be placed for the

Single Phase Transformers. Currently, lead times are over one year and prices are volatile. Additionally, these transformers are used for every project conducted by Electric Utility.

7: IT Maintenance and Support at the Winter Park Library.

#### **alternatives / other considerations**

N/A

#### **fiscal impact**

Total expenditures included in approved budget.



# City Commission **agenda item**

<b>item type</b> Action Items Requiring Discussion	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Rene Cranis	<b>approved by</b> Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Minutes of April 27, 2022

## **item list**

- Approval of minutes
- Provide clarification on advisory board review of RFPs.

## **motion / recommendation**

1. Approve minutes
2. Provide clarification in intent on advisory board review of RFPs.

## **background**

In its May 11th meeting, the commission discussed the the portion of the minutes relating to review of RFPs by advisory boards in certain instances. At the direction of the commission, staff prepared a verbatim transcript of that discussion and is attached to guide your discussion and to clarify direction to staff.

No amendments were made to the minutes. Below are Commissioner Sullivan's recommended amendments that he presented in the meeting, but were not acted upon:  
Original 4/27 minutes submittal: "Approved by consensus for larger RFPs." (4/27 minutes p. 4; 3rd paragraph  
Requested change: "Commission approved by consensus that staff will submit to the appropriate boards proposed RFPs that affect City policy. The boards may review the RFPs and provide comments to staff."

## **alternatives / other considerations**

## **fiscal impact**

ATTACHMENTS:

[CC-min-2022-04-27.pdf](#)

ATTACHMENTS:

[April 27 Commission RFP discussion.docx](#)



# City Commission Regular Meeting Minutes

April 27, 2022 at 3:30 p.m.

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

## **Present**

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

### **1) Meeting Called to Order**

### **2) Invocation**

The invocation was given by Pastor Eddie Rivera, Action Church, followed by the Pledge of Allegiance.

### **3) Approval of Agenda**

### **4) Mayor Report**

- a. Proclamation for Historic Preservation Month

Mayor Anderson read a proclamation declaring the month of May as Historic Preservation Month or.

### **5) City Manager Report**

- a. Presentation: Chamber of Commerce - Prosperity Scorecard

Betsy Gardner Eckbert, President of the Chamber of Commerce, and members of the Board of Directors introduced themselves. She gave a presentation on the development of the Prosperity Scorecard that began with a citizen survey and included a video of the Prosperity Scorecard and appearances by contributors in the process. She shared demographics of the city and respondents and the resulting priorities, needs and opportunities in the city. She spoke about trends in employment, difficulties attracting new businesses, diversity, equity and inclusion and sustainability efforts by the city, and metrics on livability and quality of life. She reported on home prices and metrics on children in poverty, voter turnout, and takeaways from these metrics. She expressed her hope that this would be used as a tool for strategic planning. Ms. Eckbert thanked city for their city support of the one-cent sales tax on the ballot which may help to increase bus service and bring potential workers into the city.

Mayor Anderson noted that the city is planning for a strategic planning session within next six months and that some of these elements will be part of that discussion and thanked the Chamber for advancing this discussion.

b. City Manager Report

Mr. Knight advised the closing on the purchase of Winter Pines Golf Course is this Friday and the golf course and clubhouse will be closed for the next two weeks for refurbishment. The food vendor will be ready for the opening which will be monitored by staff and reviewed by the Winter Pines Golf Course Advisory Board to determine whether to continue or expand food service.

**6) City Attorney Report**

Attorney Ardaman provided additional information on purchase of the golf course.

Commissioner Weaver addressed Kilshore Lane, which is a private road, and the efforts of the property owners to get help with stormwater outfalls and requested to meet with the city attorney. Mr. Ardaman said he as additional information that he can provide.

Mayor Anderson asked for the status of the Selkirk property. Mr. Knight said the building has been removed and the city has received two offers but will be listing the property with a realtor. Mr. Knight reported on the demolition of buildings at Denning and Fairbanks.

**7) Non-Action Items**

a. Report of Board Appointments

The following appointments were reported: Board of Adjustments: Ann Higbie and Charles Steinberg; Code Compliance Board: Larry Tabor and Sherwin Sargeant; Community Redevelopment Advisory Board: Carol Rosenfelt; Construction Board of Adjustments & Appeals: Susan Pendergraft; Economic Development Advisory Board: Elijah Noel and Tracy Liffey; Historic Preservation Board: Wade Miller and Aimee Spencer; Keep Winter Park Beautiful & Sustainable Advisory Board: Mark Yonker and Stephen Pategas; Lake Killarney Advisory Board: Jason Ellison and Joyce Cunningham; Lakes & Waterways Advisory Board: Justin Vermuth and Bill Swartz; Parks & Recreation Advisory Board: Leah Bonich and Michael Perelman; Planning & Zoning Board: Michael Spencer and Jim Fitch; Public Art Advisory Board: Elizabeth Ingram; Transportation Advisory Board: Katie Reischmann and Jeffrey Osleeb; Tree Preservation Board: Melanie Love and Christine Girand; Utilities Advisory Board: Paul Conway and Mary Dipboye.

Commissioner Sullivan reported his appointment of Alison Yurko to the Utilities Advisory Board to replace Jack Miles who resigned.

**9) Consent Agenda**

- a. Approve the minutes of the Regular Meeting, April 13, 2022.
- b. Approve the minutes of the Work Session, April 14, 2022 (Removed by Mayor Anderson)
- c. Approve the following piggyback contracts:
  1. Fausnight Stripe and Line, Inc. - Seminole County Contract #IFB-603176-18/BJC - Roadway Markings, Striping & Brick Surfacing; for services rendered for the remainder of the current term of the contract through 8/13/2022; Amount \$95,000
  2. Cintas Corporation - Omnia/Prince William County School Board Contract #R-BB-19002 - Facilities Management Products & Solutions; for services rendered for the remainder of the current term of the contract through 11/01/2023; Amount: \$250,000

Mayor Anderson removed Item 9b for comments.

**Motion made by Commissioner DeCiccio to approve Consent Agenda Items a and c; seconded by Mayor Anderson.** There were no public comments. **Motion carried unanimously with a 5-0 vote.**

Item 9b: Mayor Anderson noted that there was no reference to attainable or affordable housing but advised of a work session tomorrow on affordable housing. The ranking of choices or priorities was not done as outlined in the agenda and he will re-circulate the list and for the commission complete the ranking in an upcoming meeting.

**Motion made by Mayor Anderson to approve Consent Agenda Item b; seconded by Commissioner Weaver.** There were no public comments. **Motion carried unanimously with a 5-0 vote.**

**10) Action Items Requiring Discussion**

- a. Commission Board Appointments

**Motion made by Commissioner Sullivan to reappoint Anthony Gray to the WP to Firefighter Pension Board; Russell Allen to the WP Police Officer Pension Board and Dr. Kenneth Goodwin, Kevin O'Rawe, Joseph Regner, Hal George (terms end 2026) and Karen Jacobs (term ends 2025) to the Housing Authority provided they meet member requirements; seconded by Commissioner DeCiccio.** There were no public comments. **Motion carried unanimously with a 5-0 vote.**

- b. Discussion of Citizen Advisory Boards (Tabled from April 13, 2022)

Mayor Anderson referred to the Summary of Citizen Boards Discussion from the February 22<sup>nd</sup> Work Session, which was used for discussion by board.

- Economic Development Advisory Board (EDAB) – has subcommittee and EDAB has created an action plan with items to go back to the full board for review
- Utilities Advisory Board - board is working on an action plan with largest focus on energy feasibility study.

Commissioner Sullivan said he feels RFPs that are an integral and critical element of some boards and should be reviewed by the appropriate board with recommendations to staff and then to the commission for review before release.

Discussion followed on whether boards should review and comment or make recommendations on RFPs. Mr. Knight said this could be added as part of the part of the development of the RFP simply adding a question whether a board should review before it is released. Approved by consensus for larger RFPs.

Commissioner DeCiccio suggested that traffic studies should be submitted to the Transportation Advisory Board to provide comments and recommendations.

Commissioner Weaver suggested adding expansion of the reclaimed water system to the UAB's and Winter Pine Golf Course Advisory Board's list of priorities. Added to list by consensus.

- Public Art Advisory Board

Mayor Anderson noted possible direction to develop grants or alternative funding sources and engagement in the MLK Park exhibit. Commissioner Sullivan agreed and suggested adding United Arts funding and involvement in the display of Sidewalk Art Festival artwork.

Clarissa Howard, Communications Director, advised that the Art Festival Best of Show pieces not on display at the Library and Events Center were selected by the Board will be displayed at the Welcome Center. She noted that staff and the board has become aware of United Arts grants and will be applying for grants.

- Keep Winter Park Beautiful and Sustainability – a joint work session will be held in the near future and staff and the board are working on a list of priorities.
- Lakes and Waterways

Mayor Anderson noted possible direction: periodic review of water quality (chemistry, algae) and test results, water quality standards. waterfront construction and fertilizer standards and possible policy recommendations; maintain an understanding of the existing lake run-off system; clarify cross-jurisdictional roles; and stay current on safe boating and swimming rules and enforcement and recommend policies to commission



Commissioner Sullivan said he feels this board and the Lake Killarney Advisory Board should be informed of St. Johns River Water Management District of city permit applications and status. Mr. Knight said this could be part of staff's report to the board on project status. Consensus to adopt the directions noted.

- Lake Killarney Advisory Board – similar roles to Lakes and Waterways Board.
- Parks and Recreation

Mayor Anderson noted the addition of two projects currently in progress: pollinator gardens in pocket parks and review of tree species in collaboration with Tree Preservation Board.

Commissioner Weaver asked whether this board reviewed the Progress Point plans. Jason Seeley, Parks and Recreation Director, advised that the board reviewed the plans in two meetings with ACi in attendance. The final plan has not been received but could be reviewed by the board when it is received.

- Tree Preservation Board

Mayor Anderson added direction to participate in and suggest education and communication of programs. Commissioner Cruzada asked if the city participates in Arbor Day. Mr. Seeley stated that the city holds events Earth Day, Run for the Trees, and Trees for Peace, but they are not specific to Arbor Day.

- Community Redevelopment Advisory Board

Commissioner DeCiccio recalled there was a plaque naming Lake Rose after the sinkhole and asked that it be replaced after demolition of the buildings at Denning and Fairbanks. Mayor Anderson suggested this be part of the MLK plan.

Commissioner Cruzada suggesting adding extension or expansion of the CRA.

Mayor Anderson said he feels a work session is needed on policy direction. Consensus was to schedule a joint work session with the CRAB.

- Transportation Advisory Board

Mayor Anderson advised of Commissioner DeCiccio's note to review the traffic and intersection studies for Orange Avenue. Commissioner DeCiccio referred to the studies and suggested this board review the studies.

Jeff Briggs, Planning and Zoning Director, said this would be a good assignment for the board as it is now only receiving project updates.

Commissioner Weaver said the city needs to be proactive in the event the transportation tax is passed in November.

Mayor Anderson noted prior consensus to evaluate Morse Blvd. as part of the bicycle network.

Consensus was to add direction for Orange Avenue, Morse Blvd., Sunrail connectivity, 5/25 Year plan, and Brewer Curve at the appropriate time.

Commissioner Sullivan said that bicycle and pedestrian expansion is also a Parks and Recreation Advisory Board activity and urged coordination between the boards.

Mr. Briggs there is a bicycle and pedestrian master plan linking the schools and parks, but needs to be updated. Mayor Anderson asked that the proposed map be sent to the Commission.

- Planning and Zoning

Mayor Anderson added a direction to look at future office working patterns and impact on parking needs considering that not all office uses create the same parking needs. He suggested staff research with review by the board.

Commissioner Sullivan suggested clarifying that the vision for West Fairbanks to Minnesota is from I-4 to 17-92 (tied to annexation discussion). Mr. Knight advised that staff is looking at the broader area as part of development of an annexation plan. Mr. Briggs noted that there is not active buyer for the "I-4/Formosa triangle" but there will be renewed interest if that piece is developed.

- Winter Pines Golf Course Advisory Board

Commissioner Weaver suggested that the board address potential renovations to the course and the reclaimed and stormwater water issues which should be a joint discussion with the utilities staff and the UAB. Commissioner Sullivan asked whether this board should be considering peripheral amenities to the course and suggested that EDAB and this board could work together. Mr. Knight said the board may also be discussing branding of the golf course.

Commissioner Weaver asked for number the cases heard by the Code Compliance Board. Mr. Knight stated the board meets only meet when voluntary compliance is not achieved. He went on to advise that some boards have difficulty in establishing a quorum and have to re-schedule meetings.

Commissioner Sullivan supported enforcing the attendance rule and stressed that meeting minutes must be posted. He noted another issue is setting the agenda. Mr. Knight said previous commission discussion was that agendas should be based on commission direction and what is brought up in a board meeting.

Mayor Anderson said it would work similar to commission agendas where consensus is required to place an item on an upcoming agenda. Commissioners Sullivan said the

agenda should also include update on items that require staff action. Commissioner DeCiccio noted the inconsistency in agenda development between boards and said she feels it should work the same way the commission works.

Commissioner Weaver suggested training all boards on agenda development. Mr. Knight said this document will be circulated to all boards and that the code may be modified to reflect the commission's direction. These items will also be covered in board orientation. Mayor Anderson said he will work with Mr. Knight to consolidate the list and redistribute.

The meeting was recessed at 5:36 and reconvened at 5:50 p.m.

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

**10) Action Items Requiring Discussion (continued)**

c. Hybrid Board Meetings

Mr. Knight said the Community Center was considered as a second location for hybrid meetings, but staff recommends the Ray Beary Room at the Public Safety Building because use of the Community Center limits use by the public and for rental.

Parsram Rajaram, IT Director, stated staff is recommending that larger meetings be held in the Chambers and smaller meetings in the Ray Beary Room. All meetings could be accommodated using either the Chambers or the Ray Beary Room, which will be equipped for live-streaming, but staff prefers that meetings with public input be held in the Chambers because it is better equipped. He noted that additional IT staff will be needed to support virtual public input. He added that board members would have the ability to participate virtually via Zoom Room. He confirmed the cost for the Zoom license (\$16,700 for the first year) and an additional IT staff (\$62,500 with benefits).

Mr. Knight said recurring costs would be part of budget discussions and that ARPA funds was suggested as an initial funding source. After comments by Commissioner Sullivan on the acoustics in the Ray Beary Room. Mr. Knight said staff will look at improvements.

Mayor Anderson asked that staff continue to research a call back feature that notifies people who have registered to speak when their topic of interest is being addressed. Commissioner DeCiccio agreed.

**Motion made by Commissioner Weaver to approve staff's recommendation (including Zoom Room license and additional IT staff); seconded by Commissioner DeCiccio.**

Commissioner DeCiccio asked if the public has to appear in person or if they can call in. Mr. Rajaram said they can call in, but IT staff will need advance notice to ensure proper technology is set-up. Mr. Knight noted that it is more labor intensive to accommodate virtual public comment as opposed to just live-streaming. Commissioner DeCiccio suggested re-evaluating in six months.

Mayor Anderson said he understands that board members can participate virtually three times per year as long as there is a physical quorum present. Mr. Knight said he will confirm but believes the policy on virtual participation is the same as the commission. Discussion followed on board members participating virtually and distinguishing between quasi and non-quasi-judicial proceedings as it relates to public comment.

Mr. Ardaman recommended that public comments for quasi-judicial proceedings be in-person and said it is the commission's decision to determine whether comments on non-quasi-judicial matters should be in-person or virtual. Mr. Knight emphasized that additional staff is needed to accommodate virtual public comment and recommended continuing virtual comments for Commission and Planning and Zoning Board meetings.

Mr. Ardaman recommended clarifying the public comment policy in the public notices. It was clarified that comments on non-quasi-judicial proceedings can be virtual but comments on quasi-judicial proceedings must be in person. Mr. Rajaram stressed the complexity of providing virtual participation. He reported that recent public participation shows low virtual participation with the exception of Commission and Planning and Zoning Board.

There were no public comments. **Motion carried unanimously with a 5-0 vote.**

## 11) Public Hearings

- a. Requests of Winter Park Town Center Ltd. (Winter Park Village). (Tabled from April 13, 2022)

Mr. Briggs explained that this conditional use item was tabled from the April 13<sup>th</sup> meeting to address issues related to the tower element and the electronic signs in the project. The applicant has reduced the tower to fit within the code and no longer requires Conditional Use approval and has been removed from the request. Conditional Use is required only for the electronic signs. He presented a slide showing the distance between Regal Cinema and different streets and showed a revised version of the center sign which has been reduced in size from 1241 square feet to 588 square feet.

Commissioner Sullivan asked for the height of the lighted part of the tower as it relates existing roof feature and Commissioner Cruzada asked for the permitted size. Mr. Briggs explained that the calculation of signs is based on city code for different types of signs.

Becky Wilson, attorney representing the applicant, stated the tower height was reduced from 55' to 45', and the height of the existing roof feature is 58 and is shorter than the existing towers with the lighted portion at 45 feet. She said the tower height has been reduced to fit within the code, so conditional use is not required, and the middle screen has been reduced by 870 square feet. No changes were made to the side signs. She showed slides depicting the distance from the road and visibility from different vantage points and stated that the tower feature is not visible from the side view.

In-depth discussion followed on the tower height up to the bottom of the canopy, lighting from the sides of the tower, visibility of the roof from different areas (Orlando Avenue/North and South on Denning), and its impact on residents.

After discussion, Mrs. Wilson confirmed that the height of the lighted tower is 48' and the existing tower is 58'. Commissioner Sullivan suggested a condition that the light will not extend 10 ft. above or 10 ft. below the existing tower. The applicant agreed.

Mrs. Wilson said if the conditional use request for the screens is approved, they can agree to additional restrictions on the otherwise code compliant tower. If the conditional use for the signs is not approved, then the tower would be as proposed which meets city codes. Attorney Ardaman concurred.

Brett Hutchens, President of Casto, agreed to a hold harmless agreement as requested in the prior meeting. He stated that supporting Regal Cinemas is critical and feels this is a reasonable request and important to Winter Park Village.

Mayor Anderson disclosed that he spoke with the applicant and visited Regal Theater in Atlanta on a recent trip. He views the sign as an LED billboard and is concerned about the impact of illuminated billboards to drivers and neighborhoods. He stated that the screen is big and will be seen down the road, even though they are filtered by the tree and regardless of what is displayed. He referred to photos of Regal theater in Irvine California, where there are video screens on the side, but not the middle, and while he opposes the larger screen, he is undecided about the side screens.

Commissioner Weaver gave a presentation on the issues and concerns about electric power usage. He showed slides of screens on airplanes and studies of the impact of screens and optimum/minimum viewing distance. He presented an image of the covered area of the existing theater and provided an alternative solution for screens under the covered area. He is opposed to front-facing screens and supported smaller screens, facing downward underneath the awning.

Commissioner Cruzada feels the screens are too large and don't offer a village feel. He supported Commissioner Weaver's proposal and asked for the square footage of the wall space at the cinema. Mr. Briggs stated the square footage is 400 square feet and

provided code provisions for this type of sign which is 30% of the wall size behind the sign for static signs. He noted that electronic signs are prohibited unless approved by the Commission.

Mrs. Wilson stated that the final reduction for the middle screen is 588 square feet and does not project to the road as it is concave. The theater atrium is being removed as part of the renovation and the intent of the screens is to entice visitors to see a movie.

Mary Black, 1334 Dallas Avenue, said she feels these signs are inappropriate due to the size which is equivalent to a billboard. She expressed concerns about the impact on the residential areas and feels it is not appropriate for the village atmosphere and Winter Park. She asked for no lighting in the tower.

Sally Flynn, 1400 Highland Road, opposed the lighted signs.

Mr. Hutchens expressed his disappointment and urged the commission to consider the screens on the side and the theater would move forward without the middle screen.

Mayor Anderson said he is not prepared to approve side signs would have to vote against all of the signs and hope for compromise in a future proposal.

**Motion made by Commissioner Weaver to deny conditional use request; seconded by Mayor Anderson.**

Mr. Briggs noted that a motion to deny the conditional use allows the applicant to build the tower as presented per code and that the applicant has agreed to not light the sign facing Denning, but is allowed to light the other three sides.

Mrs. Wilson concurred that the denial of conditional use for the signs will still allow the tower will be built to code. In response to concerns about lighting, she added that per code, the tower can be lighted on all 4 sides up to 55-feet.

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

- b. Request of Creative Neighbors LLC to approve the Comprehensive Development Plan for the PURD zoning on the rear 5.38 acres of 740/760 N. Lakemont Avenue.

Mr. Briggs provided the history of prior approvals and redevelopment of this property. He showed the preliminary concept plan for the church and residential developments and reminded the commission that at the previous meeting the applicant explained that based on the need to lower grades and redo the stormwater, they would be losing one lot resulting in 12 single-family houses and 12 townhouses. He stated that this approval establishes setbacks. The townhouses will remain as is with a note for all future owners to understand that the size of townhouses cannot be increased.

Mr. Briggs reviewed setbacks requested: rear setbacks of 20' in lieu of 25', 1<sup>st</sup> story interior side property lines of 5' in lieu of 9', 2<sup>nd</sup> floor setbacks of 9' in lieu of 12.5'; and pool setbacks of 5' for the pool and 1' for the deck vs. 10' and 5'. He reminded the commission that the reason for smaller setbacks is to accommodate the park. The applicant is putting the houses closer together within this development but not closer to the adjacent properties outside this development. The Planning and Zoning Board recommends approval.

Commissioner Weaver noted a discussion with the applicant from the previous meeting regarding sidewalks, grass strips and tree planting. He suggested curved sidewalks such as those on Garden Street as an option. Mr. Halpin agreed.

Mr. Briggs responded to questions regarding stormwater which resulted in the loss of a lot and stated stormwater must meet city and St. Johns River Water Management District requirements. He explained the outfalls currently in place.

Mike Halpin, 1620 Pine Avenue, applicant, reviewed the revised plans with one less lot on the north side and relocation of the retention area to the center which will keep water from the east side and saves a large oak tree. With reference to sidewalks, he explained that there is a gap between townhouses with plans for large tree planting. He noted that the landscaping team is working on plans for curved sidewalks on the other side of the street, per Commissioner Weaver's suggestion.

Commissioners Weaver and Sullivan and Mayor Anderson disclosed that they each communicated with the applicant.

**Motion made by Commissioner Sullivan to approve conceptual plan as presented; 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; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.**

- c. Resolution 2261-22 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, IN OPPOSITION TO THE PROPOSED LAND USE AMENDMENTS FOR COMMERCIAL DEVELOPMENT AT 2300 SOUTH SEMORAN BOULEVARD IN ORANGE COUNTY.

Attorney Ardaman read the resolution by title.

Mr. Briggs stated this resolution is presented in response concerns expressed in the prior meeting about rezoning to commercial on this property which is adjacent to the golf course. He showed a proposed site plan with a Culver's restaurant and retail building and spoke about concerns of lights and activity in the late evening and on

weekends, unlike activity from office use. Mr. Briggs noted the property's building constraints due to wetlands on a portion of the property and potential impact of the wetlands on the potential redesign of the golf course since infringement on the wetlands is prohibited.

John Harbilas, Senior Planner, noted that there is only a conceptual site plan and no guarantee that this is what will result. Orange County will look at the status of wetlands and he understands from Orange County that there be no impact the wetlands.

Becky Wilson, attorney representing the buyer and applicant for rezoning in Orange County, showed an aerial view of the property for which they are requesting C-1 zoning with a restriction against gas stations. She indicated the wetlands area which is 1.6 acres and cannot be impacted will provide an excellent buffer from the fairway. She said there may be a solution that would benefit the city and allow their client to continue with development such as dedicating the wetlands to the city with a conservation easement. She advised that Orange County will be hosting the required community meeting on May 3<sup>rd</sup> at Glenridge Middle School and the Orange County Planning and Zoning hearing is on May 19<sup>th</sup> which will be followed by the Orange County Commission meeting, possibly in June or July.

Commissioner Weaver supported the dedication of the wetlands to the city and suggested low-impact lighting and a slow-down lane at the southern entrance.

Commissioner Cruzada spoke to the main reasons for prior denial of a previous rezoning request because residents wanted it to be office use and supported this resolution. Commissioners DeCiccio and Sullivan supported the resolution.

Mayor Anderson said he would prefer office use but it comes down to the expectations of the residents.

**Motion made by Commissioner Sullivan to approve 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.**

## 12) City Commission Reports

Commissioner Sullivan -

- Thanked IT staff for their assistance with his computer.
- Complimented staff on the success of the hazardous waste pickup event, for which he has received positive comments.



- Noted that the transportation sales tax will be on the November ballot and asked that staff and Transportation Advisory Board study the proposal and come back with recommendation on the question and what it would do for the city.

Mayor Anderson suggested that this be looked at by TAB in conjunction with the 5/25-year plan.

- Said that Fort Maitland will be shutting down from May 2nd until December which will impact Dinky Dock parking since it is the only other public access to the chain of lakes. He asked that staff and the Parks and Recreation Advisory Board develop recommendations to minimize the impact to Dinky Dock parking.

Mr. Seeley advised that the PRAB addressed this in its last meeting and based on the discussion, staff is drafting amendment to the open space business permit to put rules in place for off-site parking arrangements and restricting hours of operation. Staff has started doing spot checks on the weekends and is working with Rollins to use parking.

- Announced Earth Day Celebration is April 30<sup>th</sup> at 8:00 a.m. at Ward Park and the Duck Derby is at Mead Botanical Garden on April 30<sup>th</sup> at 10:00 a.m. The Winter Park Playhouse will host the Pump Boys and Dinettes beginning May 13<sup>th</sup>.

Commissioner DeCiccio -

- Spoke about lack of parking for Library patrons due to events at Events Center.

Mr. Knight explained that parallel parking on Harper and the south lot south of the lake was in the original budget and taken out before construction began. Commissioner DeCiccio said there are CRA funds to fund parking and since this problem will continue, parking solution is needed. Mr. Knight stated that CRA funds can be used for a parking garage at Valencia if it is public parking.

Mayor Anderson suggested that reserved/validated parking area strictly for Library patrons all the time and communication strategies to redirect visitors to available parking. Consensus was for staff to provide parking options.

- Spoke about Park Avenue business employees parking on Park Avenue. Mr. Knight stated that parking decals are provided for those employees to park in the City Hall lot and garage. He said merchants need to direct their employees to park elsewhere.

Mayor Anderson questioned whether it is time to eliminate the pickup/drop-off zones. Consensus was to notify merchants and seek input on the intent to remove these zones by June 1<sup>st</sup>.

- Said she received a request from Theresa Smith Levin, Central Vocal Arts, to be added to the city's list of non-profits to be considered for support in the budget.

Mr. Knight recommended that she submit a request to Peter Moore to be included as part of budget discussions.

Commissioner Cruzada - No report

Commissioner Weaver - No report

Mayor Anderson - No report

### **13) Summary of Meeting Actions**

- Received report from Chamber of Commerce on Prosperity Scorecard
- Approved the Consent Agenda
- Appointed members to the Firefighters and Police Officers Pension Boards and Housing Authority, advisory boards.
- Schedule joint work session with Community Redevelopment Advisory Board to discussion CRA expansion/extension.
- Set citizen board direction and policies.
- Set policy for hybrid and non-hybrid board meetings.
- Denied conditional use request of Winter Park Village
- Approved conceptual plan for Creative Neighbors.
- Approved resolution opposing rezoning of 2300 S. Semoran Blvd.
- Transportation Advisory Board to opine on impact of transportation sales tax.
- Bring back parking solutions for Library and Events Center.
- Provide notice of intent to remove drop-off/pickup zones on Park Avenue.
- Provide GIS layout of bike connectivity map.

### **14) Adjournment**

The meeting was adjourned at 8:20 p.m.

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Mayor Phillip M. Anderson

ATTEST:

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City Clerk Rene Cranis

City Commission Meeting, April 27, 2022

Verbatim transcript regarding discussion of review of RFPs by advisory boards

Mayor Anderson (referring to Utilities Advisory Board): I made a note that they were already working on the strategic plan, and that the feasibility study is the largest, really focal point of what that board is up to. Is there anything else that we wanted to add or suggest that they pick up?

Commissioner Sullivan: Yes.

Mayor Anderson: Yes, sir.

Commissioner Sullivan: Thank you, Mayor. This actually applies to the Utility Advisory Board and other boards. And the particular case is, when an RFP goes out that a board is concerned with, and there was a specific instance, I've discussed it both of the sustainability director and with the boards. If an RFP is developed to go out that is a critical element for one of these boards, then I believe the board should review it and make recommendations to staff and then, of course, staff would bring it to us to take a look at it. In particular, there is one for renewable energy that is integral to sustainability. It is integral to the Utility Advisory Board, and neither board reviewed or gave recommendations on that RFP before it went out. It's already been out. We already have responses. And I feel like there's a missing link to take advantage of the expertise on these boards in that case.

Mayor Anderson: So, I think that's a really appropriate thing. In terms of keeping processes moving smoothly, would it be really the opportunity to comment on the RFP back to staff? And the reason I'm saying that is in instead of getting into a modification and sort of a negotiation within the board; what I think I'm hearing you saying is the board should be aware of the RFP and have the opportunity to comment back on that RFP and raise questions to staff, or even to us, if they have questions. Is that kind of where you're going?

Commissioner Sullivan: I believe staff should do a presentation to the board and depending on the complexity and importance of whatever the RFP is, there should actually be, you know, a review of it. Simple RFPs, I mean, we do so many things that do not warrant a review by the boards. But in this case, this is a critical element. The one I'm referring to, it was a critical element for our movement towards renewable energy and neither of those boards were consulted.

Mayor Anderson: And I think where I was trying to clarify is, you know, review versus approval. I don't think we're asking the boards to approve the RFP. I think we're asking them to have the opportunity to comment and review.

Commissioner Sullivan: That that's an interesting distinction.

Mayor Anderson: I love the idea for them to be able to review and comment and...

Commissioner Sullivan: Yes.

Mayor Anderson: ... have a week or so to do that. I just, I would be hesitant to have it bog down the actual RFP process.

Commissioner Sullivan: I, no, I agree and I understand perfectly what you're saying. So, if a board opposes an element or elements of an RFP, what happens to that RFP? That's the question.

Mayor Anderson: Well, I mean...

Mr. Knight: I don't have an answer to that.

Mayor Anderson: I'm not sure I have an answer. What I would think is they'd have the opportunity to comment and bring it up to the Commission independently. They'd have to abide by however we'd have to do it within the Sunshine Law where they probably can't communicate with their fellow board members, but.

Commissioner DeCiccio: So, if I understand what you're saying is, we put out like an RFP for the old library, and then we would give it, if there was an appropriate board, give it to them to review before it came to us. Is that what you're saying, the RFP's that came in?

Commissioner Sullivan: What I envision is that has staff, we, say, go out and do it RFP, staff writes up an RFP, and it seems to me there is a missing link for staff to write it up. It conforms to everything the Commission says, and the board, relative to what we've said and how Staff properly interprets it, puts together an RFP. What if the Board has some information that is critical for that RFP to meet the need that we want to be filled by the RFP? And again, this renewable energy RFP is the example that brings me forward to propose this.

Commissioner DeCiccio: So, it wouldn't be for all RFPs, just certain ones? For example, sustainability or if there was a road project, maybe we give it to the, you know, Transportation Board.

Commissioner Sullivan: Yes. Yes, exactly. I mean, how many RFP's do we put out? You know, we don't even see them until they come forward on a consent agenda. But there are some that relate to policies that we need to take advantage of this expertise. These boards have all this expertise in all these various areas, both to engage their expertise and to make sure that what we think we want we're actually going to get in the RFP. For instance, the library RFP. Off the top of my head, I don't know who should review that, but that's a biggie. I guess EDAB should review it.

Mayor Anderson: What if it was more of an ad hoc thing? Because trying to describe - I mean if the commission felt like they'd like for, you know, there's some RFPs that probably we should, could have referred to, for example, the Utility Advisory Board on the feasibility study. You know, we could have said, staff, you know, please have the members of the Utility Advisory Board, give them an opportunity for comment and bring the comments back to us, if there is significant comment.

Commissioner Sullivan: So, and I'm going to repeat what you said, see if I understood. We, the Commission, weighs in on the development of RFP, like the old library, and we lay out specifications. Staff then writes up what they understand our specifications are. Where's the link where, let's say Economic Development Advisory Board weighs in on that? Now, of course, it should be, I think the staff person in charge of developing the RFP should be communicating with that board. And there's, there were some things where, there needs to be a decision whether you even take it to a board. I think maybe that's the key element here. When would an RFP go to a board. Mr. Knight?

Mr. Knight: I think what you just said makes sense. We could just add it to what purchasing looks at when they're helping develop an RFP, they should just have one, one of the questions is, should this go to an advisory board for review before it goes out? And the answer is fairly clear, I think on that, you know, for the Department to look at it and go, yeah, this really should go to the parks board and this really should go to whatever board, you know, depending on the type of RFP. Obviously, if we're buying, you know, dump trucks, we don't need a board to look at that. But if it's a service, you know, a planning service of some type, it might need to go to the planning board, or like you mentioned. I think it'll be fairly clear to staff whether or not it should go to a board, if we add that criteria.

Commissioner Sullivan: Thank you. I would suggest that if an RFP addresses policy or significant policy, then, and there is a board that relates to that policy, then staff should bring forward to the Board and do a serious review of that RFP with the board. That's the link I think, policy, in an RFP. And these two cases, old Library, yeah, a lot of policy

in there. You know, do we allow residence or not? Do we build a parking structure? Those are all policy questions. Renewable energy, do we work to attain renewable energy in our city? That's policy. So, those are two examples. And maybe if we go with RFPs that address city policy ought to be vetted by the appropriate board, if a board exists and even addresses it.

Commissioner DeCiccio: Could I take that to a step further? For example, we had, we paid a fortune for all of those traffic studies for Orange Avenue and basically, they're sitting there. I think it would be great if we gave it to the Traffic Advisory Board and say, okay, go through all of these pages, come up with, you know, a solution based on the studies, or whatever, or what is your advice on it, and then present it Staff to present to the Commission. And I think you brought something up pretty similar to that at the last meeting, Commissioner Sullivan, just having the boards review all of these studies. For example, you know, the bike path and walkability path and the emerald necklace, having them review all of that, and come up with some ideas or solution that can be presented. So I said, I think not just the RFPs but all of these studies and works that we have done that, really this commission by the time we get into them can take months and months, but they can go through it and give us some recommendations ahead of time because that's their expertise and we don't, you know, we make the ultimate decision but it will be great to have somebody else go through that for us. I don't know how anybody else feels about that. But, you know, giving these boards, because the boards are looking for something concrete. We need the help. We only are, you know, we can only go through so many reports a week, and we've got such great people on these boards. expertise. This might be a good way to utilize boards to help us.

Commissioner Sullivan: I yield back, Mayor.

Mayor Anderson: Okay. Vice-Mayor?

(Brief discussion/clarification on board appointments)

Commissioner Weaver: So, about utilizing our boards effectively. One of the things since Mayor Anderson brought up the Utilities Advisory Board that I would like to make a priority, now that we're closing on the golf course, is expanding our reclaimed water system. You know, it's good for the environment, it's a cheaper commodity for residents and businesses to buy for irrigation, and it's a cheap commodity for the city to produce so what's been lacking really is storage and the golf course can supply that. So I would like to involve those two boards, the Golf Course Advisory Board and Utilities Advisory Board on expanding that system.

Mayor Anderson: Thank you very much, and we'll add that golf course. I think you're right. That wasn't on here was it? Alright, just going back to the original discussion about the request for proposal. Do we have a consensus that the larger RFPs should at least be put in front of the relevant board? And, Mr. Knight, if you have a check the box appropriate kind of a thing, that would be great, and let's just see how it works. If it becomes a quagmire, you'll let us know. But just to summarize, I think what we're really talking about is a review versus approval role and they certainly have the ability to come to us and staff if they have a strong objection. And then, on the other point, I think Commissioner DeCiccio was mentioning, you know, Orange Avenue studies. I think that's a good discussion. We'll take it down to the Transportation Advisory Board here in a minute. But so, I haven't forgotten that, but I'm just going to put it in the bottom. Alright. So, Utility Advisory board started off the discussion as RFP. I think that's sort of a generalized comment. We talked about reclaimed water as an opportunity, and that that also sort of goes over to the Golf Advisory Board. Anything else on the Utility Advisory Board? Great. I think we have a consensus that around their goals, or at least the goals that we'd be setting forward. On the Public Art Advisory Board, if you scroll down a little bit.



# City Commission **agenda item**

<b>item type</b> Action Items Requiring Discussion	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Michelle del Valle	<b>approved by</b> Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Library & Event Center Parking

## **motion / recommendation**

Consider one of the two proposed parking alternatives to add parking spaces to the Library, Event Center and MLK Park campus.

## **background**

The Library and Events Center opened in December 2021. Since the opening, library staff has been monitoring available parking and accepting feedback from patrons. During times when both the Library and Events Center are hosting activities, there is a lack of convenient parking for library patrons. At the May 11, 2022 Commission Meeting, the City Commission directed staff to sign 31 spaces for library patrons only during library hours and to sign an additional 18 spaces for library employees.

Staff has developed two viable scenarios for adding additional parking to the south of the venues, one of which eliminates Lake Island Park Recreation Hall. These scenarios add either 56 or 76 spaces at a cost of approximately \$440K to \$600K.

Additionally, staff is continuing discussions with the neighboring property owners. While these additional spaces may be helpful for staff parking or use by valets, they will likely not offer the convenience expected by someone looking to make a quick trip to the library.

## **alternatives / other considerations**

## **fiscal impact**

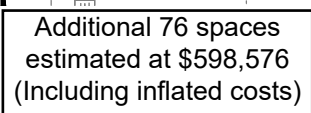
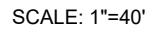
ATTACHMENTS:

[SKETCH-1 with Estimated Cost.pdf](#)



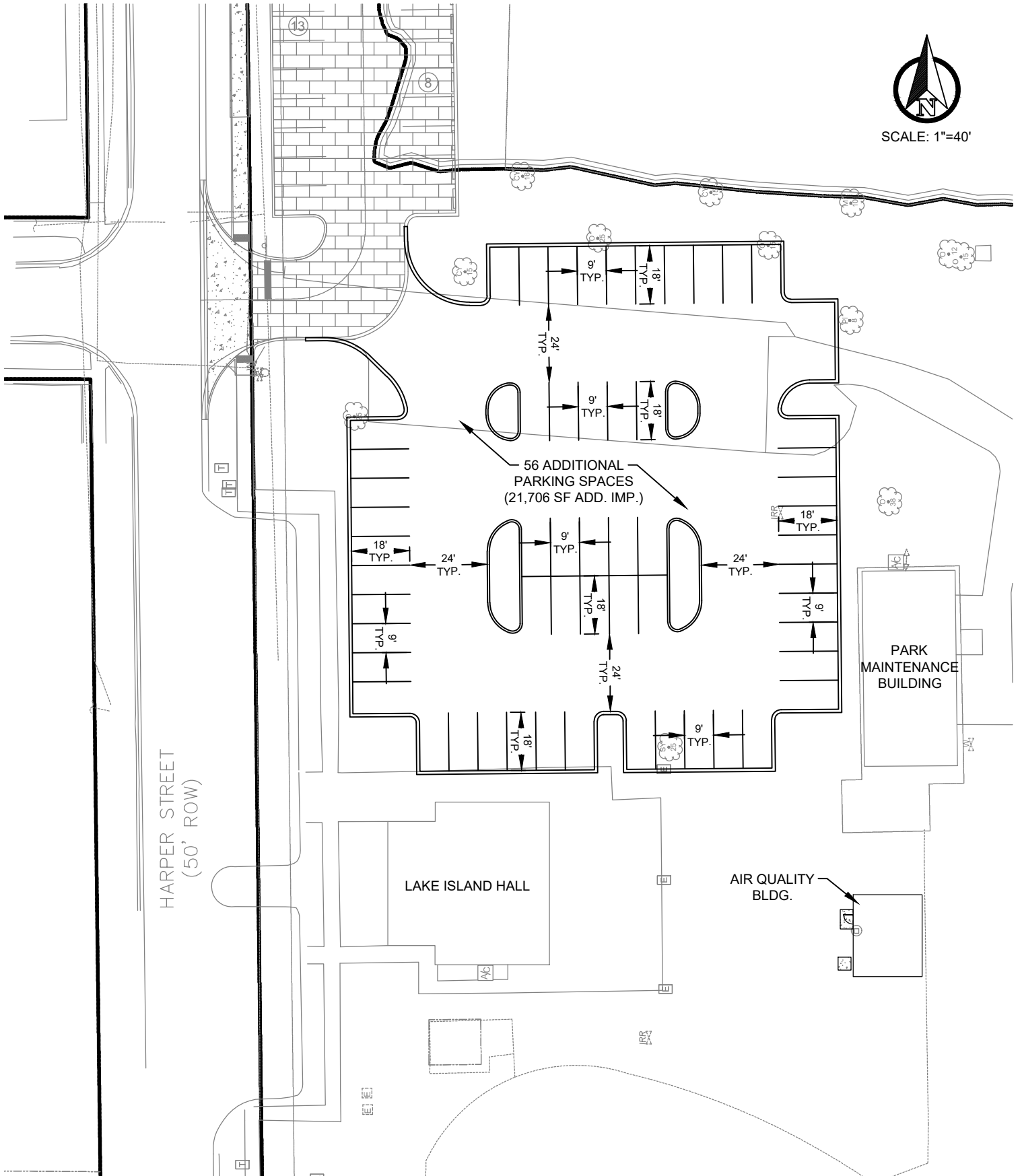
ATTACHMENTS:

[SKETCH-2 with Estimated Cost.pdf](#)





SCALE: 1"=40'



Additional 56 spaces  
estimated at \$441,056  
(Including inflated costs)



# City Commission **agenda item**

<b>item type</b> Action Items Requiring Discussion	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Michelle del Valle	<b>approved by</b> Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Strategic Priorities

## **motion / recommendation**

Develop a set of Commission strategic priorities based on input from individual Commissioners.

## **background**

The City Commission held a work session on April 14, 2022 to discuss strategic priorities for the coming year. The Mayor created a summary outline from that meeting and distributed it ahead of the May 11, 2022 Commission Meeting. Each Commissioner was asked to rank their top ten priorities for discussion and further prioritization at the May 25th Commission Meeting.

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

[Phils Priorities 5-10-22.pdf](#)

### ATTACHMENTS:

[Commissioner DeCiccio.docx](#)

### ATTACHMENTS:

[DRAFT 5-25-22 MS notes Commission Priorities.docx](#)

Phil's Priorities 5/10/22

Summary of 2022 Commission Priorities Planning Work Session of 4/14/22

NOTE: These are priorities for MUCH further discussion and do NOT represent intentions, directives or agreements of any member of the commission. This outline is a working outline and does NOT replace the meeting minutes.

- Parks, - Major Projects, Land and Expenditures-
  - Central Park Expansion- Post Office
  - Progress Point Park – Phase 1 and 2
  - Howell Branch Preserve [in progress]
  - Mead Garden
  - Integrate Pine Golf Course
  - Global List of land, IF opportunities arise
    - West of Mills- Fire station, possibly Park
  - Next Steps:
    - Activation Discussion- Progress Pointe and others
    - Grant Writer Status/Focus; Rank as Near Term (1-5 years) and Long Term
    - West Meadow pavilion and restrooms discussion
- Traffic, Mobility, Parking
  - Fairbanks- North Intersection at Denning
  - Fairbanks Traffic Flow Improvements
    - Reduce Curb Cuts on Fairbanks
  - "Emerald Necklace" and Bike/mobility paths
    - Progress Point to Mead to Orlando Urban Trail
    - MLK to Central Park- Evaluate Morse Blvd
  - A4- ○ Brewer Curve- Ollie/Dinky Dock to Lakemont
    - Safety/Speeding issues
  - Parking Garages
  - B- ○ Event Center Parking
    - Library as priority user, reserved spots
    - Continue survey at peak uses
    - Shuttle
    - Signage/Space Availability
  - Next Steps:
    - 750k design update

- Speeding Camera Options

- CRA- Discuss boundaries and time extensions

- A2 —
- Fairbanks – 17-92 to I-4 (See also "Enterprise")
  - Denning to Progress Point
  - Other Changes
  - Possible Reductions
  - Next Steps:

- Knight/Anderson to meet with Orange County

- Advance 2016 "Guiding Vision And Themes"

- "Our Values" per Vision: "History/Heritage" and "Village Ambiance/small-town feel"
- Enhance Traditional Scale and Charm
- Need to Define the terms in Pictures
- Create images of village charm and consistency in neighborhoods
- Create environment to promote and support arts and culture
- Next Steps:

- A3 —
- Simplifying Residential Code underway, **PROTECT NEIGHBORHOOD CHARM**

- Internet Bandwidth, Speed and Security

- Phase 2 and 3 of Fiber Installation
- Wifi for public parks and fields
- Cybersecurity
- Next Steps:

- B —
- ??? **DEFINE SERVICE LEVEL**

- City Assets

- B —
- Old Library- RFP review
  - City Hall- Any need??
  - Swoope next to Golf Course
  - Tree Farm
  - Next Steps:

- Strategic Planning Item

- Sustainability and Environmental

- A1 —
- Power Company Clean Energy/Non-carbon Fuel Feasibility
  - Install Solar where available
  - Move to Electric Vehicles (including Police)
  - Energy and Water Conservation

**LAKE NONA  
OTHER COMF  
21<sup>ST</sup> CENTURY  
MODELS.**



- Tree Canopy and natural resources
- B — ○ Prioritize Sustainability Action Plan
- Carbon Footprint
- Next Steps:
  - KWPB&S recommendations

- Resident Boards and Participation
  - Give Direction
  - Consider Neighborhood Advisory Board
  - Education and training, similar to Orange County "Citizen's Academy"??
  - Next Steps:
    - Board Review of Commissioner Suggestions of 4/27/22

- Serving Businesses and Institutions
  - ?? Incentivize business and institutional recovery
  - ?? Support Existing Museums

- B — ○ Economic Development Strategy and EDAB Role Consider targeting certain retail and commercial uses
- Next Steps:
  - ???

- Serving City Staff

- A #5 — ○ Direction thru Strategic Planning
- Evaluate adding Community Service Officers and Mental Health Professionals
- Benefit and Pension review
- Next Steps:
  - Strategic Planning Topics
  - With Budget- Discuss Equipment needs

- "Enterprise" (Elec, Water, Sewer) And Other Major Projects and Expenditures;

- B — ○ Revise Location for Fire Dept Training Facility
- Station 62 on Lakemont- Grant/rebuild timing
- Septic to Sewer
- Improve Public Right of Way appearances
- Service Areas for Internet and Electric
- A2 — ○ Evaluate Annexations

- Fire Station needs
- Retrofitting Outfalls to Lakes
- Sunrail to Airport/Brightline support
- Next Steps:

- Discuss in Work Session 4-14
- Strategic Planning Topics

- Strategic Planning

- AS — ○ Update 5/25 Year Strategic Investment Plan
- B — ○ Attainable/Workforce Housing Review

- Next Steps:

- Schedule 2-3 half day sessions for Departmental Strategic Planning
- Follow up on first discussion on Attainable housing

DRAFT



Commissioner DeCiccio  
Strategic Priorities  
May 2022

Traffic, Mobility, Parking

- Fairbanks- north intersection at Denning
- Emerald Necklace and Bike/mobility paths
  - PP to Mead to Orlando Urban trail
  - MLK to Central Park
- Brewer Curve-Ollie/ to Lakemont
- Parking
  - Event/Library

Parks

- Finish PP
- Mead Garden
- Howell Branch Preserve
- Improvements to WP Pines
- West Meadow pavilion and restrooms
- Acquisition of future properties

Internet Bandwidth, Speed, Security and undergrounding

City Assets

- Old Library

Sustainability and Environmental

- Power Company clean energy
- Install solar where available
- Move to Electric vehicles
- Tree Canopy and natural resources
- Energy and water conservation

#### City Boards

#### Staff

- Benefit and Pension review/College tuition program
- Equipment needs

#### Expenditures

- Fire Dept. Training location, Station 62 on Lakemont, New Station, lee rd area
- Septic to sewer

#### Annexation

- Sunrail to airport

- Give direction to Boards

## Marty Sullivan's priorities

5/25/22

- Parks:
  - Progress Point – complete park plan; decide on commercial amenity 1 or 2 years after completion.
  - Howell Br Preserve – complete Dix-Hite planning. Schedule renovations and budget the project upon receiving plans.
  - “Blue Way” Lake Sue to Lake Waumpi
- Traffic, Mobility, Parking
  - All roads – increase safety, accommodate in-city traffic, DO NOT increase roadway capacity.
  - Fairbanks/RR tracks – ped/bike underpass, IJA project.
  - Emerald Necklace – submit concept plans for IJA funding.
  - Bike/ped project – develop project plans with budget and time line. Include RR overpass at 17-92 and Monroe Ave and connectivity to Orlando trail at MBG
  - No parking garages at this time.
  - Fix Lynx routes now (i.e. stop on Monroe Ave)
  - Evaluate SunRail as a transit service (stop on Orange Ave?)
- CRA
  - Boundaries – Add I-4 and Fairbanks Ave.
  - Add Northwood Circle (adjacent to existing boundary)
- 2016 Vision
  - Adopt vision plan
  - Consider form-based code for some areas, i.e. Fairbanks at I-4
- Internet
  - Maintain/enhance cybersecurity protections
  - Continue fiber expansion
  - Develop plan for residential/commercial subscription

- City assets
  - Conduct citizen survey on old library use
- Sustainability and Environmental
  - Now – prioritize Sustainability Action Plan, develop project plan
  - Renewable energy sourcing
  - Reduce electricity and water demand (audits, media initiatives, ordinances)
- Boards
  - Amend 4/27/22 minutes to read: **"Commission approved by consensus that staff will submit to the appropriate boards proposed RFPs that affect City policy. The boards may review the RFPs and provide comments to staff."**
  - Increase communications between boards and Commission
- Serving businesses and institutions
  - Institute City – Chamber – Rollins Alliance to enhance communications and understanding
- “Enterprise”
  - Evaluate annexations w/r/t fire station
  - Evaluate annexations w/r/t 2016 Vision Plan
- Strategic Planning
  - Strategize beyond Capital Improvement Plan; place emphasis on citizen/business priorities before capital costs.
  - Then, balance priorities against costs.
  - Include affordable/attainable/workforce housing.



# City Commission **agenda item**

<b>item type</b> Action Items Requiring Discussion	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Victoria Tabor	<b>approved by</b> Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Quanta Technology, LLC - RFP12-22 - City of Winter Park's Roadmap to Renewable Resources; Amount: \$100,000. (Continued from May 11 meeting)

## **motion / recommendation**

## **background**

In an effort to determine the feasibility of 100% renewable energy for the City of Winter Park, as requested in October 2021 by the City Commission, an RFP process has been completed with the selection committee unanimously awarding Quanta Technology, LLC. By awarding contract, staff has the ability to further refine scope directly with vendor, as outlined in the Methodology Section (4.3) of Quanta's proposal, and commence work based on refined scope and City's needs.

On May 11th, 2022, the item was pulled for further discussion to include a multi-point list for consideration within the feasibility study and suggested graphics to be included which would be formulated when developing the scope as per section 4.3.1.2 of the proposal. The study is intended to provide feasibility of renewable energy citywide as per section 4.2.2 of the proposal.

Staff recommends to approve the formal solicitation selection for Quanta Technology, LLC to begin the engagement process and refine scope. Final deliverables will include presentation of study and findings to the City Commission per sect 4.3.6 of the proposal.

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[RFP12-22.pdf](#)

ATTACHMENTS:

[Quanta Technology Proposal.pdf](#)

ATTACHMENTS:

[Electric Clean Energy Feasibility Charts - Anderson 4-17-22.pdf](#)

ATTACHMENTS:

[Weaver E-mail 5-11-22 - 1.pdf](#)

ATTACHMENTS:

[Weaver E-mail 5-11-22 - 2.pdf](#)

# Request for Proposal



## **RFP12-22** **100% Renewable Energy Initiative**

**Proposals Due:**

**April 6, 2022 at 2:00 pm**

### **ATTN: Procurement Division**

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

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

**questions**

**Procurement Division**

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



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## SECTION 1: Proposal Preparation & Submittal

### 1.1 Obtain Documents

Documents are available for download at:

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

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

### 1.2 Proposals Due

Sealed proposals will be received by Procurement in City Hall, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2:00 pm on April 6, 2022**. It is the Respondent's responsibility to assure that your proposal is delivered at the proper time to the Procurement Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted. Under no circumstances will the City be responsible for late proposals or submissions.

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

### 1.3 City is Not an Administrative Agency

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

### 1.4 Preparation of Proposals

Proposals shall be made on **unaltered** forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit **one (1) original clearly marked on the outside of the envelope – "ORIGINAL," three (3) COPIES, and one (1) electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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



## 1.5 Proposal Submittal

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

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

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## SECTION 2: Scope of Services

### 2.1 Background

In order to implement the City of Winter Park's (City) Sustainability Action Plan (SAP), the City is seeking reductions in greenhouse emissions and aims for all electricity used in the City to come from renewable sources by 2035.

### 2.2 Objective

The purpose of this Request for Proposals ("RFP") is to enable the City to evaluate a detailed proposal from a selected respondent who can directly deliver renewable-fueled electricity to all retail customers within the City. Using the City's current SAP, the City seeks a proposal that provides additional information outlining a roadmap for establishing renewable energy opportunities that focuses on infrastructure and associated cost information. The scope of services set forth herein are intended to solicit an action plan in evaluating the feasibility of all options for moving towards 100% renewable energy citywide by 2035. Final report shall be a document outlining the roadmap plan titled "City of Winter Park's Roadmap to Renewable Resources", and have citations to support actions that are deemed feasible. A final presentation of the roadmap shall be presented to the City's Commission during a workshop session, planned in advanced with respondent.

### 2.3 Specifications

Responses to this RFP must, in as much detail as possible, including the following:

- A. The physical and legal ability of the respondent to directly access existing electrical transmission and distribution infrastructure and to sell electricity to retail customers via that infrastructure;
- B. A detailed description of a strategy or strategies to significantly expand the renewable energy for all residents, businesses, and government operations in Winter Park towards 100% renewable energy Citywide by 2035, including any relevant potential renewable electricity scenarios;
- C. A strategy to procure and deliver renewable sources of energy, including identification of new local sources and the potential to maximize local distributed energy resources;
- D. A detailed schedule/timeline of implementation of the program demonstrating an increase towards 100% renewable electricity citywide by 2035, including all customer classes;
- E. A detailed description of the estimated costs of the proposed program (including administrative, implementation, estimated rate recovery needs/impacts, etc.) expressed in terms of retail electric rates (in \$/kWh) for all customer classes to the current renewable energy portfolio mix, including any and all potential fee impacts;
- F. An analysis of the greenhouse gas emission reductions that will be achieved with the proposal as related to the goals of the SAP;
- G. Analyses of potential risks and roadblocks and potential solutions or mitigation, including any anticipated regulatory issues or risks, departing load expense risks, etc.



- H. Specific and detailed additional benefits associated with the proposal which may include: local job creation, business development, environmental benefits in addition to greenhouse gas reductions, etc.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



## SECTION 3: Proposal Format

Respondents must respond in the format delineated below.

**Submit one (1) original clearly marked on the outside of the envelope – “ORIGINAL,” three (3) COPIES, and one (1) electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled “REDACTED.” Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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

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

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

### Table of Contents

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

#### Tab 1. Cover Letter

Provide a cover letter indicating your company’s understanding of the requirements/scope of services/specifications of this formal solicitation. The letter must be a brief formal letter from the Respondent that provides information regarding the company’s familiarity with, and interest in renewable energy and consulting on the topic. A person who is authorized to commit the Respondent’s organization to provide the services included in the proposals must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.



**Tab 2. Respondent's Experience**

Indicate the firm's background in providing these services to governmental entities. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/sub consultant. Proposal should provide a detailed description of comparable projects (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years. Please specify whether each project is completed or ongoing. The description should identify for each project:

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

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

**Tab 3. Qualifications of Project Staff**

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

**Tab 4. Work Plan**

The proposal should include the process your firm will use to create the "City of Winter Park's Roadmap to Renewable Resources", as well as the services to be provided to the City. It should provide a timeline of how long your firm will take to complete the objectives described in this RFP. **All information/documentation necessary to address section 2.3 of this RFP should be included in this section.** The proposal should identify challenges/obstacles foreseen in creating the roadmap. Provide a description of the organizational approach your firm will use to assemble the team that will work on this project and present to the City's Commission during a workshop session. Include initial concepts for the roadmap. The Respondent is encouraged to provide additional information that the selection committee should consider to accomplish its objectives.

**Tab 5. Professional Contacts**

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





**Tab 6. Required Forms**

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

**Tab X. Miscellaneous**

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

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## SECTION 4: Evaluation Procedure

### 4.1 Evaluation

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

### 4.2 Criteria

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

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

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

M/WBE Utilization shall be graded in accordance with the following (*State-issued certification required*): Respondent's DBE certification = 5, Respondent's subcontractor DBE certification = 3, no DBE certification = 1.

### 4.3 Evaluation Criteria

Criteria	Weight	Grade	Maximum Total Points
Experience of Company/Firm	5	1 2 3 4 5	25
Qualifications of Project Staff	5	1 2 3 4 5	25
Work Plan	6	1 2 3 4 5	30
Professional Contacts	3	1 2 3 4 5	15
DBE Utilization	1	1 2 3 4 5	5



## Total Possible Points to Be Earned=100

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

### 4.4 Scoring Definitions

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

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

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



- (xiv) Respondent's quoted prices for services, and
- (xv) Respondent's responsiveness to this Request for Proposals.

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

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

#### 4.5 Tentative Calendar of Events

1	RFP Issue Date	March 4, 2022
2	Proposals Due to Procurement	April 6, 2022
3	Selection Committee Meeting – Evaluation and Ranking	April 13, 2022
4	Oral Presentations and Final Ranking	April 20, 2022
5	Anticipated Commission Award	TBD

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

#### 4.6 Selection Process

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.



2. The Selection Committee will then rank the proposals of those firms based on their submittals, with an emphasis on City needs and in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act, to determine a short list.
3. After oral presentations are conducted from the short-listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission is not required to accept the recommendation and rankings of the Committee. The City Commission's decision will be final.
6. The City and the selected Respondent will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The City has the right to rescind the contract award to the selected Respondent if the City and the selected Respondent do not agree upon the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, at any time prior to full contract execution.

### **4.7 Formal Oral Presentations/Interviews**

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

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

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

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



#### **4.8 Post Award Termination**

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

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## **SECTION 5: Standard Terms & Conditions**

### **5.1 Basis of Response/Proposals**

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

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

### **5.2 Submission of Supporting Documents**

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

### **5.3 Proposal Prices**

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

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

### **5.4 Delivery**

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

### **5.5 Contract Term**

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for twelve (12) consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City.





There shall be the option of renewal for a possible second, third, fourth and fifth 12-month period, not to exceed sixty (60) months in total, after written consent of both parties and approval by City Commission or City Manager. Approximately forty-five (45) days prior to expiration of the initial contract period, the successful Respondent will be notified by the City if it seeks an extension. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the second, third, fourth or fifth term.

## **5.6 Invoicing & Payment**

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

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

## **5.7 VISA Acceptance**

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

## **5.8 Taxes**

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

## **5.9 Mistakes**

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

## **5.10 Contract Award**

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

The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal.





The City reserves the right to make an award to more than one Respondent. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

#### **5.11 Proposal or Contract Terms at Variance with this Document & the RFP or Specification**

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

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

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



- G. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- H. Any provision that, to any extent waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- I. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- J. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.
- K. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

## 5.12 Modifications & Withdrawals

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

## 5.13 Disqualifications

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

## 5.14 Proposal Costs

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

## 5.15 Protests & Procurement Policy

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

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



If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another Respondent, if the protester has failed to obtain an injunction against making such award.

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

#### **5.16 Agreement**

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

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

#### **5.17 Use of Other Contracts**

The City of Winter Park reserves the right to utilize, including but not limited to "piggybacking," any applicable State of Florida contract, city or county governmental agencies contract, or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

#### **5.18 Public Entity Crimes**

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



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

### **5.19 Certificate of Insurance**

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

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

### **5.20 Termination/Cancellation of Contract**

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

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

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

### **5.21 Termination for Default**

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



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

## **5.22 Termination for City's Convenience**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful Respondent.

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

## **5.23 Drug-Free Workplace**

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

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

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

## **5.24 Indemnification**

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





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

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

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

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

### **5.25 Accidents & Claims**

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

### **5.26 Laws & Regulations**

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



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

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

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

### **5.27 Communications**

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

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

### **5.28 Cone of Silence**

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

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



## 5.29 Addenda

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

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

## 5.30 Subcontractors

The successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Manager or Project Manager. The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee.

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

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

## 5.31 Assignability

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

## 5.32 Waiver, Alterations, Consent & Modification

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

## 5.33 Fiscal Year Funding Appropriations

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





Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

### **5.34 No General City Obligation**

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

### **5.35 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods**

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

### **5.36 Proprietary Information**

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

### **5.37 Compliance**

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

### **5.38 Equal Opportunity Employment**

The Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082) (c)(2), or most recent.



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

### **5.39 Fair Labor Standards Act**

Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

### **5.40 Unauthorized Aliens**

The City shall consider the employment by Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

### **5.41 False Claims**

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

### **5.42 Reductions in Work**

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



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

#### **5.43 Disclaimer of Liability**

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

#### **5.44 Sovereign Immunity Reserved**

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

#### **5.45 Compliance with Occupational Safety & Health**

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

#### **5.46 Severability**

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

#### **5.47 Public Records**

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

- A. keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;



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

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





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

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

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

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

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

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

#### **5.48 Counterparts**

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

#### **5.49 Lien**

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

#### **5.50 Authority to Bind City**

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation.



This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

### **5.51 Breach**

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

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

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

### **5.52 Limitations on Damages**

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

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

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission.



No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

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

### **5.53 Ethics**

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

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

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

### **5.54 Dispute Resolution**

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- i. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or



- ii. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

### **5.55 Procurement Decision**

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City, in its sole discretion, reserves the right to reject all Respondents and to resolicit, or not.

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

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

### **5.56 Scrutinized Companies**

- A. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: 1) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or 2) one million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is: (a) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria. A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the City to immediately terminate any resulting contract or agreement relating to same.





- B. *Contract or renewal of contract for goods or services of one million dollars (\$1,000,000.00) or greater.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000.00) or more that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes; 2) is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 3) is currently or has been determined to be engaged in business operations in Cuba or Syria.
- C. *Contract or renewal of contract for goods or services of any amount.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.
- D. *False certification.* If the Proposer submits a false certification as may be required under section 287.135, Florida Statutes, then the City shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the City, and all costs for investigations that led to the finding of false certification.

## 5.57 Electronic Signatures

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

## 5.58 Independent Contractor

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



### 5.59 Tobacco-Free Campus

Proposer agrees that the performance of all work and services for the City shall be tobacco free. Accordingly, Proposer agrees that all of contractor's employees, agents, and those performing work and services for the City at the Proposer's direction or control shall refrain from utilizing tobacco in any form within or about any City parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Proposer agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement.

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

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

### 5.60 Background Check Verification

Successful respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the respondent. Respondent will certify that, in accordance with F.S. 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

### 5.61 Title IV Compliance

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

- a. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;
- b. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below; and



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

### **5.63 ADA Compliance**

Respondent shall ensure that any and all deliverables provided to the City and the public, including any and all services provided on behalf of the City, complies with the applicable provisions of the Americans with Disabilities Act and any regulations promulgated pursuant thereto. For the purposes of this paragraph, services or deliverables offered via the internet or intranet, in digital format, or via another online or software platform must comply with WCAG 2.0 AA in order to be deemed ADA compliant. Respondent agrees to indemnify, defend, and hold the City harmless from and against any damages, sanctions, penalties, or awards claimed or awarded against the City, which claims, sanctions, penalties, or awards arise from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



## SECTION 6: Required Forms

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

Attachment A: Signature Sheet

Attachment B: Drug-Free Workplace Affidavit

Attachment C: E-Verify Affidavit

Attachment D: Non-Collusion Affidavit of Prime Respondent

Attachment E: Public Entity Crimes Affidavit

Attachment F: Public Records Act Affidavit

Attachment G: Background Check Verification

Proof of Insurance

### Sealed Proposal Label:

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

✂

**SEALED PROPOSAL ENCLOSED**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Solicitation No: RFP12-22

Solicitation Title: 100% Renewable Energy Initiative

Solicitation Due Date & Time (EST): April 6, 2022 by 2:00 pm



**ATTACHMENT A**  
**Signature Sheet**  
**RFP12-22**

The undersigned attests to their authority to execute this submittal and to bind the company herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;
2. The facts stated in the Respondent's response pursuant to this Invitation for Bid are true and correct in all respects;
3. The Respondent has read and complied with, and submits their response agreeing to all of the requirements, terms and conditions as set forth in the Invitation for Bid;
4. Respondent will supply all labor, materials, equipment and supplies as set forth in this Invitation for Bid;
5. Respondent understands that all information listed above may be checked by the City of Winter Park and Respondent authorizes all entities or persons listed in submittal to answer any and all questions. Respondent hereby indemnifies the City of Winter Park and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Respondent agrees to provide myCOI with all necessary insurance documents. Respondent verifies that the following email address is current, monitored, and is acceptable for City use.

**Respondent Email:** \_\_\_\_\_

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Addendum Acknowledgement**

The respondent shall acknowledge obtaining **all** addenda issued to this formal solicitation from the City's website by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. \_\_\_\_\_

Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date Issued: \_\_\_\_\_



**ATTACHMENT B**  
**Drug-Free Workplace Affidavit**  
**RFP12-22**

The undersigned respondent, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

Authorized Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT C****Affidavit of E-Verify Requirements Compliance  
RFP12-22**

I, the duly authorized representative/agent of \_\_\_\_\_ hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

**IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF THEIR OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.**

Authorized Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D**

**Non-Collusion Affidavit of Prime Respondent  
RFP12-22**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)





## ATTACHMENT E

**Sworn Statement Under Section 287.133(3)(a), Florida  
Statutes, on Public Entity Crimes  
RFP12-22**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If  
the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement): \_\_\_\_\_
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



3. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
4. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

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

\_\_\_\_\_  
Authorized Signature

Sworn to and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)



**Attachment F**  
**Public Records Act/Chapter 119 Requirements**  
**RFP12-22**

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

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

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

Authorized Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Attachment G**

### **Background Check Verification**

### **RFP12-22**

#### **SECTION 1: REQUIREMENTS**

The Respondent/Vendor shall Agree to the following:

1.1 Respondent/Vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor. The contractor

1.2 If the Respondent/Vendor has employed officials that have a current Level 2 Background Screening which was completed by a local government, school board, the Florida High School Activities Association, the Contractor agrees to provide a list of those officials to the City.

1.3 Respondent/Vendor agrees to make its officials sign a sworn statement affirming that they have not pled guilty to or convicted of any of the crimes listed in Section 2: Prohibited Offenses, prior to any assignment. This information shall always be kept current. The Respondent/Vendor shall be in complete compliance within 30 days after award.

1.4 Respondent/Vendor shall require its officials to report to the Contractor immediately if they have been convicted of any of the crimes listed in Section 2: Prohibited Offenses. Respondent/Vendor shall not use that official, unless they have been cleared of the crime.

#### **SECTION 2: PROHIBITED OFFENSES**

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

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



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



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

### SECTION 3: CERTIFICATION

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

\_\_\_\_\_  
Firm/Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Sworn to and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)





### Summation of Insurance Requirements

Insurance Type	Required Limits
Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
Employer's Liability	\$500,000.00 each accident, single limit per occurrence
Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

Consultant shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements that they are required to meet. Consultant shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be included as an ADDITIONAL INSURED on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.



**QUANTA**  
**TECHNOLOGY**

**COPY**

**PROPOSAL**

# Proposal for RFP12-22: 100% Renewable Energy Initiative

**PREPARED FOR**

City of Winter Park, Florida

**DATE**

March 31, 2022  
(Version 1.0)

**INTERNAL PROJECT NUMBER**

22T045

**PREPARED BY**

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(919) 744-5096

Diana Prkacin  
DPrkacin@Quanta-Technology.com  
(919) 737-5519

**Signature of Authorized Representative and Officer:**

**March 31, 2022**

**David Aliendo, Ph.D.**  
**Vice President**  
**Quanta Technology, LLC**  
**State of Incorporation: Delaware**

**QUANTA TECHNOLOGY, LLC**

4020 Westchase Boulevard, Suite 300, Raleigh, NC 27607 USA

RALEIGH (HQ) | TORONTO | SAN FRANCISCO BAY AREA | SOUTHERN CALIFORNIA | CHICAGO

**[www.Quanta-Technology.com](http://www.Quanta-Technology.com)**

Quanta Technology, LLC is a wholly-owned subsidiary of Quanta Services, Inc. (NYSE: PWR)

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**CONFIDENTIAL/PROPRIETARY:** This document contains trade secrets and/or proprietary, commercial, or financial information not generally available to the public. It is considered privileged and proprietary to the Offeror, and it is submitted by Quanta Technology, LLC in confidence with the understanding that its contents are specifically exempted from disclosure under the Freedom of Information Act [5 USC Section 552 (b) (4)] and shall not be disclosed by the recipient (whether it be Government [local, state, federal, or foreign], private industry, or non-profit organization) except with the written permission of Quanta Technology and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to the extent in which portions of the information contained in this document are required to permit evaluation of this document. If a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the right to duplicate, use, or disclose the data is granted to the extent provided in the contract.

**VERSION HISTORY:**

Version	Date	Description
1.0	3/31/2022	Initial submission



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# 1 COVER LETTER

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Quanta Technology  
4020 Westchase Blvd  
Suite 300  
Raleigh, NC 27607

March 31, 2022

ATTN: Procurement Division  
City Hall West Wing  
401 South Park Avenue  
Winter Park, Florida 32789

Dear Sir/Madam:

Quanta Technology, LLC, is submitting this proposal in response to the City of Winter Park's (referred to hereafter as "the City") Request for Proposal RFP12-22 titled 100% Renewable Energy Initiative.

The City's sustainability action plan (SAP) calls for reducing greenhouse gas emissions (GHG). It targets all electricity consumption to come from renewable-fueled resources by 2035. The 2020 SAP highlights the status of the City's compliance and details several gaps due to a variety of issues.

The objective of the proposed study is to outline a roadmap and a feasible action plan for the city to reach its 2035 goals and present the plan to the City's commission. The study will explore potential risks and roadblocks and outline potential solutions and mitigations. The study will also quantify the additional benefits beyond GHG emission reduction, including the impact on local job creation, business development, and other environmental benefits.

We have staffed the project with seasoned engineers to support the various aspects of this project, including demand forecast, DERs, renewable energy, power purchase agreements (PPAs), and T&D infrastructure. We have customized our integrated resource planning (IRP) process to provide ample opportunities for collaboration and feedback from the City staff to accommodate and incorporate various opinions and concerns and ensure the practicality of the resulting action plan and buy-in from the City. The project is expected to be completed within 14 weeks after the contract award. Through weekly status update calls, our team will present their work of the prior week and discuss the next steps for the upcoming week. An initial 1-day workshop will allow all stakeholders to explore various potential pathways, roadblocks, risks, and opportunities. Our team will configure and run our proprietary probabilistic IRP (pIRP) tool and will explore several pathways and sensitivities for the city to reach its objectives of delivering affordable renewable-fueled electricity to all retail customers with the City of Winter Park. A closing workshop will present to the City and commission various options and the preferred roadmap, as well as a detailed step-wise action plan along with the expected impacts on retail rates and other community benefits.



Quanta Technology is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well established in North America and numerous international markets. Our clients include energy-delivery utility companies, large industrial companies, energy suppliers, Regional Transmission Organizations/Independent System Operators (RTOs/ISOs), and energy industry research and support organizations.

Also, we are a wholly owned subsidiary of Quanta Services, Inc. Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power and oil & natural gas industries. With a workforce tens-of-thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the staffing, resources, and expertise to complete projects that are local, regional, national, or international in scope.

Finally, thank you for giving us the opportunity to submit our proposal. We hope that you will find that the work described successfully meets the City's requirements for its renewable energy goals. We look forward to your response and hope for a favorable outcome.

Sincerely yours,

Hisham Othman  
Vice President  
Transmission and Regulatory



## 2 RESPONDENT'S EXPERIENCE

Quanta Technology has been at the forefront of optimizing, analyzing, planning, testing, and commissioning inverter-based resources (IBR) in the form of solar photovoltaics (PV), land-based wind, offshore wind, battery-based storage systems, and electric vehicle (EV) charging infrastructure over the past 10 years. Our pioneering work with leading utilities undergoing a transformation toward net-zero goals has leveraged many of our capabilities, including integrated resource planning (IRP), production cost simulations, load forecasting, distributed energy resources (DER) adoption modeling, transportation and distribution (T&D) reliability assessments, micro-grid optimization, storage system commissioning and testing, and renewable interconnection studies.

Our work with utilities, ISO/RTOs, manufacturers, and renewable project developers allowed our consultants to gain deep insights into the technical capabilities and limitations, asset siting and sizing planning, associated system impacts, interconnection applications, economic value quantification, project development, and project bankability assessment. Our experience and in-depth knowledge of the technologies and power systems will be invaluable to supporting the goals of this project.

### 2.1 Northern Indiana Public Service Company, Reliability Attributes—Metrics, Scoring Methodology, and Rankings

Client	Northern Indiana Public Service Company (21T116)
Project Title	Reliability Attributes—Metrics, Scoring Methodology, and Rankings
Description of Work	The Northern Indiana Public Service Company (NIPSCO) has evolved its Integrated Resource Plan (IRP) process since 2018 to include qualitative attributes of technology/resource reliability to ensure meeting its reliability and affordability obligations. As part of the 2021 IRP process and associated resource procurement RFP, NIPSCO engaged Quanta Technology to develop a scoring methodology utilizing the metrics identified for individual technologies and aggregate on a portfolio level and score and rank various generation resources technologies bid into the RFP across these metrics.
Duration of Project	4 months
Contact Person and Telephone	Natalie Ladd; (219) 218-8362; nladd@nisource.com
Project Results and Deliverables	Confidential
Firm Members Responsible for Project	Hisham Othman



## 2.2 LUMA, Puerto Rico, System Reliability with High Inverter-Based Resources (IBR) Penetration

<b>Client</b>	<b>LUMA, Puerto Rico (21T161)</b>
<b>Project Title</b>	System Reliability with High Inverter-Based Resources (IBR) Penetration
<b>Description of Work</b>	The scope of this work is to conduct a series of advanced reliability studies to ascertain the ability of the Puerto Rican power system to operate reliably in 2025 at high levels of penetration of IBRs commensurate with the goals of 40% renewable penetration and to identify the necessary mitigations. Areas of reliability studies include power ramping, inertial and primary frequency response, frequency regulation, predictability and dispatchability, energy adequacy during normal and emergency situations, blackstart capabilities, deliverability of dynamic reactive power, short circuit strength, resource adequacy including renewable capacity credit, and power quality. Other key areas such as system protection will be deferred to a second phase.
<b>Duration of Project</b>	4 months
<b>Contact Person and Telephone</b>	Larry Marini; Larry.Marini@Lumapr.com
<b>Project Results and Deliverables</b>	Confidential
<b>Firm Members Responsible for Project</b>	Hisham Othman

## 2.3 EcoElectrica, Puerto Rico, Optimization of Power Plant PPA and Investment Scenarios

<b>Client</b>	<b>EcoElectrica, Puerto Rico (17T016)</b>
<b>Project Title</b>	Optimization of Power Plant PPA and Investment Scenarios
<b>Description of Work</b>	<p>Quanta Technology conducted an independent review, modeling, and analysis to support EcoElectrica in its preparations for the upcoming negotiation of its PPA of the 507 MW gas-fired plant with PREPA. The study addressed economic and operational analysis under multiple future market scenarios. The scope included the following:</p> <ul style="list-style-type: none"><li>• Building and validating a production cost model of the system, including the transmission grid</li><li>• Reviewing prior IRP study results and assessing the potential future impact on the EcoElectrica plant</li><li>• Simulating future economic and competitive scenarios and assessing the range of impacts on existing plants and new investment opportunities</li><li>• Building a financial analysis model to quantify investment metrics</li><li>• Studying and quantifying the range of values the IPP power plant will provide to the utility to provide guidance for future PPA negotiations</li></ul>
<b>Duration of Project</b>	5 months
<b>Contact Person and Telephone</b>	Carlos Reyes; (787) 487-6002; <a href="mailto:creyes@ecoelectrica.com">creyes@ecoelectrica.com</a>





<b>Client</b>	<b>EcoElectrica, Puerto Rico (17T016)</b>
<b>Project Results and Deliverables</b>	Confidential
<b>Firm Members Responsible for Project</b>	Hisham Othman

## 2.4 Sandia National Laboratories, Probabilistic Integrated Resource Planning

<b>Client</b>	<b>Sandia National Laboratories (21Y021)</b>
<b>Project Title</b>	Probabilistic Integrated Resource Planning
<b>Description of Work</b>	Develop an industry-leading tool for Probabilistic Integrated Resource Planning (pIRP), and host it on Sandia's website. The tool will optimize the capacity expansion of a portfolio of utility-scale and distributed resources and support T&D investments while accurately accounting for the various reliability needs, including supply resilience and reserve and ramping requirements. The tool should optimize the storage MW and MWh capacity and help utilities and municipalities optimize their resource procurements to achieve their net-zero targets most affordably. The tool should consider the increasing uncertainty in demand forecasts and cost roadmaps of renewables and fuels.
<b>Duration of Project</b>	3 years
<b>Contact Person and Telephone</b>	Ray Byrne; (505) 844-8716; rhbyrne@sandia.gov
<b>Project Results and Deliverables</b>	Confidential
<b>Firm Members Responsible for Project</b>	Salman Nazir Hisham Othman

## 2.5 LUMA, Puerto Rico, Coordinated Planning and Investment Prioritization

<b>Client</b>	<b>LUMA, Puerto Rico (21M016)</b>
<b>Project Title</b>	Coordinated Planning and Investment Prioritization
<b>Description of Work</b>	Coordinate activities among IRP T&D planning and asset investments. Coordinate with corresponding Department of Energy (DOE) initiatives Area 1. Develop a request for budget modification. Establish a Coordinated Planning process spanning Generation, Transmission, and Distribution (GT&D) that will be required to ensure that the people of Puerto Rico have access to safe, reliable power from renewable resources in the most cost-effective and technically feasible way possible.
<b>Duration of Project</b>	3 years
<b>Contact Person and Telephone</b>	Darrell Wilvers; (780) 554 5977; Darrell.Wilvers@lumamc.com
<b>Project Results and Deliverables</b>	Confidential





<b>Client</b>	<b>LUMA, Puerto Rico (21M016)</b>
<b>Firm Members Responsible for Project</b>	Ralph Masiello Salman Nazir

## 2.6 Shell New Energies, Savion Portfolio Technical Due Diligence

<b>Client</b>	<b>Shell New Energies (21T135)</b>
<b>Project Title</b>	Portfolio Technical Due Diligence
<b>Description of Work</b>	<p>Development and acquisition business strategy and plan for large-scale renewable energy asset pipeline buildout (both in the US and internationally). The scope of work encompassed the following areas:</p> <ul style="list-style-type: none"><li>• Operation and market structures</li><li>• Regulatory assessment of ISO/RTO/TO</li><li>• Technical modeling and network impact evaluations for the selected renewable and energy storage technologies</li><li>• Asset health assessment of renewable operational assets</li><li>• Asset acquisition</li><li>• Economic analysis and valuation</li><li>• Site evaluation and environmental reviews</li><li>• Market pricing forecasts</li><li>• Market regulation plan reviews</li><li>• Project sizing and potential revenues forecasting</li><li>• Mapping development roadmap</li></ul>
<b>Duration of Project</b>	2 years
<b>Contact Person and Telephone</b>	Ajit Kulkarni; (530) 220-0867; Ajit.Kulkarni@shell.com
<b>Project Results and Deliverables</b>	<ul style="list-style-type: none"><li>• Identified and assisted in developing a large-scale portfolio pipeline</li><li>• Successfully re-powered existing assets</li><li>• Successful acquisition of a pipeline of 18 GW of solar PV and energy storage assets</li></ul>
<b>Firm Members Responsible for Project</b>	Nedal Deeb



## 3 QUALIFICATIONS OF PROJECT STAFF

Quanta Technology's project team comprises experts who previously worked on similar projects. This section provides details on their qualifications, how they will be organized, and who will work on what aspects of this project.

### 3.1 Key Personnel

The following personnel are being proposed for this project (see Section 3.3 for more information):

- Salman Nazir, Project Manager and Technical Lead
- Ralph Masiello, DER Subject Matter Expert
- Michael Mount, Utility-Scale Subject Matter Expert
- Nedal Deeb, Utility-Scale Subject Matter Expert
- Hisham Othman, Utility-Scale Subject Matter Expert
- Diana Prkacin, Stakeholder Engagement
- Cody Mooneyhan, Technical Writer

### 3.2 Project Organization

The organizational chart below (Figure 1) shows the working structure proposed for this project. Salman Nazir will serve as the Project Manager, overseeing all the activities, project schedule, work assignment, on-time delivery, quality assurance, and coordination with the customer.

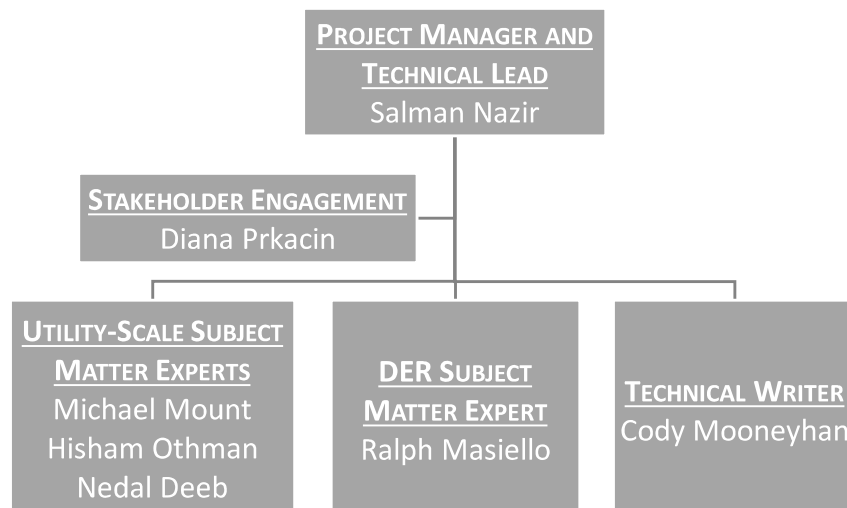


Figure 1. Project Organization Chart



### 3.3 Project Team Resumes

#### SALMAN NAZIR, PhD

**SALMAN NAZIR, PhD**, SENIOR ENGINEER, Advisory Services, obtained his PhD from the University of Michigan, Ann Arbor, and his bachelor's and master's degrees from McGill University. He worked as an engineer at the CanmetENERGY Laboratory of Natural Resources Canada and as a graduate intern at the National Renewable Energy Laboratory. He developed novel modeling, control, and analysis techniques for aggregating and utilizing flexibility from distributed energy resources (DERs), such as controllable loads, batteries, and solar photovoltaic inverters during his doctoral research. Salman has published over 15 technical papers in demand response, DER-integration, and electricity markets. At Quanta Technology, he will contribute to developing advanced analytics and algorithms for integrating DERs into power systems.



##### Areas of Expertise

- Distributed energy resources
- Demand response and energy storage
- Control design and analysis
- Power system economics
- Statistical analysis

##### Experience and Background

- Years of experience in the electric power industry ..... 2011–Present
- Senior Engineer, Advisory Group, Quanta Technology ..... 2020–Present
- Graduate Research Assistant, University of Michigan ..... 2015–2019
- Graduate Intern, National Renewable Energy Laboratory ..... 2017
- Smart Grid Engineer, CanmetENERGY Laboratory, Natural Resources Canada ..... 2012–2014
- Research Assistant, Electric Energy Systems Laboratory, McGill University ..... 2011

##### Accomplishments and Industry Recognition

- Outstanding Reviewer, *IEEE Transactions on Power Systems*, 2018
- Member, IEEE Power and Energy Society (PES)
- Invited panelist, Special session on Transactive Energy, IEEE PES General Meeting, 2018
- Hydro-Québec Fellowship for Master's in Engineering, 2014
- 15+ technical papers published in journals and conferences

##### Education

- PhD, Electrical and Computer Engineering, University of Michigan-Ann Arbor, 2019
- MEng (Thesis), Electrical Engineering, McGill University, 2015
- BEng (Honors), Electrical Engineering, McGill University, 2011



## RALPH MASIELLO, PhD

**RALPH MASIELLO, PhD**, *INDUSTRY ADVISOR, Strategy & Business Innovation*, provides support to our partners in the areas of wholesale market analysis and system performance, energy storage, distributed energy resources, and strategic planning. He received his BS, MS, and PhD in Electrical Engineering from the Massachusetts Institute of Technology (MIT). He worked on the early applications of modern control and estimation theory to electric power systems and the developments of the first state estimators for transmission operations. Ralph also led the teams that developed the first utility dispatcher training simulators, and he led the organization that developed the early commercial ISO systems for market and reliability operations.



### Areas of Expertise

- Utility automation and operations
- ISO systems and processes and market design
- Energy risk management
- Renewables integration into markets and operations
- Energy storage and distributed energy resources (DER)

### Experience and Background

- Years of experience in the electric power industry ..... 1975–Present
- Senior Vice President, Corporate Innovation Manager, DNV GL ..... 2008–2015
- Senior Vice President, Energy Systems Consulting, DNV GL ..... 2003–2008
- Executive Vice President, Caminus Corporation ..... 2000–2002
- Vice President, US Power T&D, Global Energy Information Systems, ABB ..... 1999–2000
- Vice President and General Manager, Systems Control, ABB ..... 1989–1998
- Vice President, Energy Systems, Systems Control, Inc. .... 1985–1989
- Energy Management Systems Division, Control Data Corporation ..... 1975–1985

### Accomplishments and Industry Recognition

- IEEE Life Fellow
- US DOE Energy Advisory Committee, Chair of Storage Subcommittee (2009–2013)
- Tau Beta Pi, Sigma Xi (national engineering and scientific honorary societies)
- Past Chair, IEEE PES Power Systems Engineering, editorial boards of IEEE Proceedings and Power and Energy Magazine
- Recipient of the IEEE Power Engineering Society Charles Concordia Award for 2009
- Philadelphia IEEE Chapter Engineer of the Year (2010)
- Elected to the National Academy of Engineering (2011)

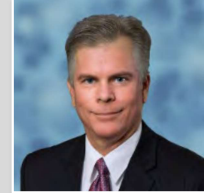
### Education

- BS, MS, and PhD, Electrical Engineering, Massachusetts Institute of Technology



## MICHAEL MOUNT, PE, MBA

**MICHAEL MOUNT, PE, MBA, EXECUTIVE ADVISOR, Advisory Services**, has over 35 years in the power industry. Mr. Mount provides strategic and commercial advisory consulting to clients focused on carbon reduction, energy generation, and delivery transformation. Mr. Mount's experience includes directing renewable generation, transmission and distribution planning, strategic planning, and merger and acquisition advisory services for utilities, investors, and large energy users. Mr. Mount has garnered his industry experience serving as a management consultant and an electric utility executive. He has been at the forefront of developing and implementing methods to coordinate and integrate planning for generation, transmission, and distribution systems in recent years.



### Areas of Expertise

- Integrated resource planning
- Coordinated generation, transmission, and distribution planning
- Energy storage analysis and planning
- Utility strategic planning
- Mergers and acquisition technical, organizational, and commercial due diligence

### Experience and Background

- Years of experience in the power industry ..... 1985–Present
- Executive Advisor, Advisory Services, Quanta Technology ..... 2021–Present
- Managing Director, Enovation Partners ..... 2020–2021
- Principal, Vice President, Siemens Industry ..... 2012–2020
- Director Sales & Alliances, OPEL Solar ..... 2010–2012
- Director Management Consulting, Black & Veatch ..... 2004–2010
- VP Management Consulting, RJ Rudden ..... 2001–2004
- Strategy Practice Lead, Renaissance Worldwide ..... 2000–2001
- VP Electric & Gas Utility Planning, Citizens Utilities ..... 1990–1999
- Project Engineer, Hawaiian Electric ..... 1985–1990

### Accomplishments and Industry Recognition

- Registered Professional Engineer, State of Hawaii, Mechanical Branch (inactive)
- Numerous papers and industry presentations on battery energy storage use and analysis, integrated GT&D planning, pumped storage hydroelectric, PV tracker technical and financial analysis, distribution reliability, power quality, and utility strategic planning

### Education

- MBA, Finance, University of Connecticut, 1994
- BS, Mechanical Engineering, University of Southern California, 1982
- Leadership Development Program, Center for Creative Leadership, 1997



## HISHAM OTHMAN, PhD

**HISHAM OTHMAN, PhD**, EXECUTIVE ADVISOR, Vice President, Transmission & Regulatory, has over 30 years of technical and managerial experience in the electricity sector with a strong emphasis on power system dynamics and controls, flexible AC transmission, operational IT, grid integration of renewables and energy storage, and business strategy and start-up. Hisham leads the transmission and regulatory compliance consulting services team, providing advanced power system technical and economic studies to help customers address their evolving and challenging business needs.



### Areas of Expertise

- Power system dynamics and control
- Hybrid microgrids
- Grid integration of renewables and storage
- Economic analysis

### Experience and Background

- Years of experience in the electric power industry ..... 1988–Present
- Vice President, Transmission and Regulatory, Quanta Technology ..... 2016–Present
- Founder and President, WEF TECH Inc. .... 2013–2016
- Chief Technology Officer, Petra Solar Inc. .... 2009–2013
- Region Manager, ABB Ltd. .... 2004–2009
- Vice President and General Manager, ABB Inc. .... 1993–2004
- Senior Engineer, GE Power ..... 1988–1993

### Accomplishments and Industry Recognition

- Published over 30 papers and holds two patents
- Young Engineer Award, GE Power
- Awards of Excellence, ABB Inc.
- Ex-board member, Energy Storage Association

### Education

- PhD, Electrical Engineering, University of Illinois, 1988
- MSE, University of Michigan, 1995



## DIANA PRKACIN, PE

**DIANA PRKACIN**, PRINCIPAL ADVISOR, Business Development Manager, Southeast Region and Ontario, has over 20 years of experience in the electric power industry, including proposal, program, and project management for solar, wind, fossil, and nuclear generation. Her background includes policy analysis for California, New Jersey, Arizona, Florida, and Ontario. Over her career, she has led proposals and negotiated supply contracts for utility-scale wind and solar power plants across the U.S. and Canada. Her project management expertise includes leading projects for turbine generator service and upgrades for scheduled and forced outages.



### Areas of Expertise

- Renewable energy policy analysis
- Solar and wind power curve NPV analysis
- Solar EPC contract negotiation
- Wind turbine generator supply technical contract negotiation: datasheet review, power curve, warranties, schedule
- Cost engineering of various energy technologies

### Experience and Background

- Years of experience in the electric power industry ..... 1993–Present
- Business Development Manager, Southeast Region and Ontario, Quanta Technology .... 2015–Present
- President, Cleantech Energy Florida ..... 2013–2015
- Manager, Sales and Marketing, Siemens Solar ..... 2010–2012
- Proposals Manager, Siemens Wind Energy ..... 2007–2010
- Projects Manager, Siemens Energy ..... 2003–2007
- Sales and Marketing Engineer, Siemens Oil and Gas ..... 2001–2003
- Cost Engineer, Atomic Energy of Canada ..... 1998–2001
- Quality Assurance Engineer in Training, Nuclear Projects Managers ..... 1994–1998

### Accomplishments and Industry Recognition

- Professional Engineer, Ontario (since June 2004)
- PMI Project Management Professional (since April 2004)

### Education

- MBA, Rollins College, 2008
- Finance and Accounting Certificate, Wharton, 2004
- BESC, University of Western Ontario, 1998





## CODY MOONEYHAN

**CODY MOONEYHAN**, *PROPOSAL AND REPORT QUALITY MANAGER*, has more than 25 years of technical communications, writing, and editing experience. Cody manages the company's response to major requests for proposals and other new business opportunities and ensures the editorial quality of key client reports. Before joining Quanta Technology, Cody was a member of the senior management team at the Federation of American Societies for Experimental Biology (FASEB), where he ran the organization's scientific publishing program. Before FASEB, he was the Editorial Director at Vanguard Communications and was responsible for virtually all editorial content. Cody also serves as a writing coach at Georgetown University in Washington, DC.

### Areas of Expertise

- Proposal and report development
- Writing, editing, and publishing
- Technical communications
- Document management
- Team management
- Training

### Software and Programming Languages

- Numerous specialized software packages related to scholarly publishing
- All major desktop and mobile operating systems, including Linux
- All major office/productivity suite software

### Experience and Background

- Proposals and Reports Quality Manager, Business Development, Quanta Technology ... 2020–Present
- Writing Coach, Georgetown University ..... 2017–Present
- Director of Publications, Federation of American Societies for Experimental Biology ..... 2006–2019
- Editorial Director, Vanguard Communications ..... 2001–2006
- Managing Editor/Writer, AABB ..... 2000–2001
- Writer, Cystic Fibrosis Foundation ..... 1999–2000
- Editorial Assistant, American Society for Investigative Pathology ..... 1996–1999

### Current Memberships

- Society for Technical Communication
- Association of Proposal Management Professionals

### Education

- BA, English, University of Maryland
- AA, General Studies, Montgomery College



## 4 WORK PLAN

The sustainability action plan (SAP) of the City of Winter Park calls for reducing greenhouse gas emissions (GHG). It targets all electricity consumption to come from renewable-fueled resources by 2035. The 2020 SAP highlights the status of the City's compliance:

- The municipally-owned utility (MOU) relies on energy purchases from the open market on the order of 100 MW. The commercial sector accounts for 48% of the consumption, while the residential sector accounts for 46%, and the other public authority sector (street and local government/school lighting) accounts for 6%.
- The City's renewable energy mix stood at 20.6% in 2020, missing the 40% target for that year after it switched its energy supply from FP&L to FMPA and OUC. The expectation is to reach 43% in 2024 after two contracted solar projects (20 MW) are energized. The City also has a contract (10 MW) for burning waste.
- The City is behind on its targets for benchmarking commercial buildings and adopting green building standards.
- The energy efficiency improvements in the residential sector have stalled after the rebates were frozen for insulation upgrades and duct repairs.

The objective of the proposed study is to outline a roadmap and a feasible action plan for the City to reach its 2035 goals and present the plan to the City's commission. The study will explore potential risks and roadblocks and outline potential solutions and mitigations. The study will also quantify the additional benefits beyond GHG emission reduction, including the impact on local job creation, business development, and other environmental benefits.

### 4.1 Scope of Work

Quanta Technology will customize its Integrated Resource Planning (IRP) process (Figure 2) to fit the City's needs. Quanta Technology proposes implementing the simplified process (outlined in Figure 3) and using its proprietary capacity expansion program (pIRP probabilistic integrated resource planning) and other industry tools such as GridView for production cost modeling. The proposed process is organized into three stages of engagement:

1. Initiation Workshop and Strategic Discussions
  - a. Quanta Technology will organize and facilitate a workshop (1-day) to discuss the strategic objectives and potential broad avenues for reaching a zero-emission future, including any constraints, risks, and upside opportunities. Data will be requested from the City, collected, and analyzed to prepare for the workshop. The data will include historical and projected energy consumption, adoption rates for EVs, building electrification, customer-owned DERs, available spaces for installing rooftop and land-based renewables and storage, electric grid infrastructure, electricity rates, community sentiment and sensitivities toward the City's plan, and the potential impact on the rates and aesthetics.



- b. Quanta Technology will provide background material at the onset of the workshop, including a high-level overview of emission reduction policies and initiatives facing utilities in the US and an outline of key building blocks that can be considered in constructing a robust strategy and action plan. Quanta Technology will facilitate the discussions and will summarize the workshop findings.
2. Developing and Analyzing Plausible Scenarios to Reach Zero Emissions
  - a. Quanta Technology will initially prepare a foundational analysis of available and potentially available clean energy resources over the planning horizon. The analysis will summarize the technology promises, roadblocks, capability, production profiles, and cost. The resource mix will include supply-side and demand-side resources. This work will rely on published industry reports.
  - b. Quanta Technology will prepare the required data and will configure its probabilistic integrated resource planning tool (PIRP) with relevant data representing the City's electric system, including demand forecasts, DER and energy efficiency forecasts, transmission grid incremental injection capability and upgrade costs, transmission tie-lines, neighboring system generation portfolios, generation portfolios within the City, information on distribution hosting capacities, and a selected portfolio of new generation technology options. This task will require data that should be provided by the City and other data that will be extracted from industry sources.
  - c. Through a collaborative effort, define plausible scenarios (up to 3) to reach GHG emission targets and ensure that renewable-fueled resources power all electricity consumption by 2035. Scenarios can include the requirement for in-city resources and the pace of EV adoption.
  - d. Define sensitivities (up to 3) that should be evaluated. Examples include assumptions about gas prices, weather year, solar, and storage cost curves.
  - e. Model each plausible scenario using the PIRP to quantify the resource development pathways, investment requirements in resources and underlying grid infrastructure, and the impact on the levelized cost of energy under each sensitivity.
  - f. Review and adjust scenarios (1 iteration) based on the initial study results and stakeholder feedback. Analyze the final scenarios using PIRP and update the findings.
3. Creating a High-Level Presentation to Outline a Roadmap to Renewable-Only Portfolios
  - a. Quanta Technology will provide an executive presentation, created in Microsoft PowerPoint, summarizing the key scenarios and a roadmap to reach the City's goal of all renewable-fueled resources by 2035. The presentation will also outline key challenges and their mitigations and the plan's benefits regarding job creation, business development, social justice, and other environmental benefits.

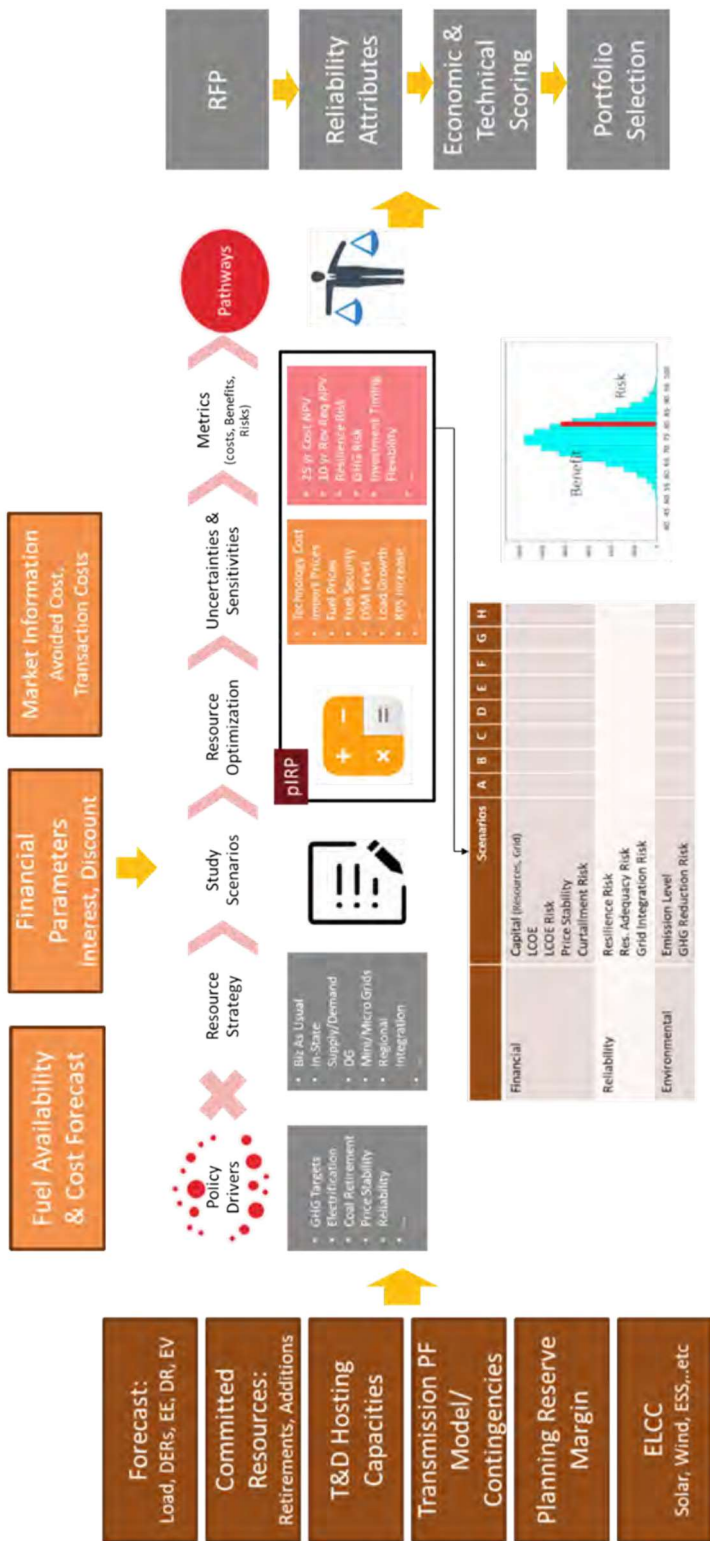


Figure 2. Quanta Technology's Integrated Resource Planning (IRP) Process

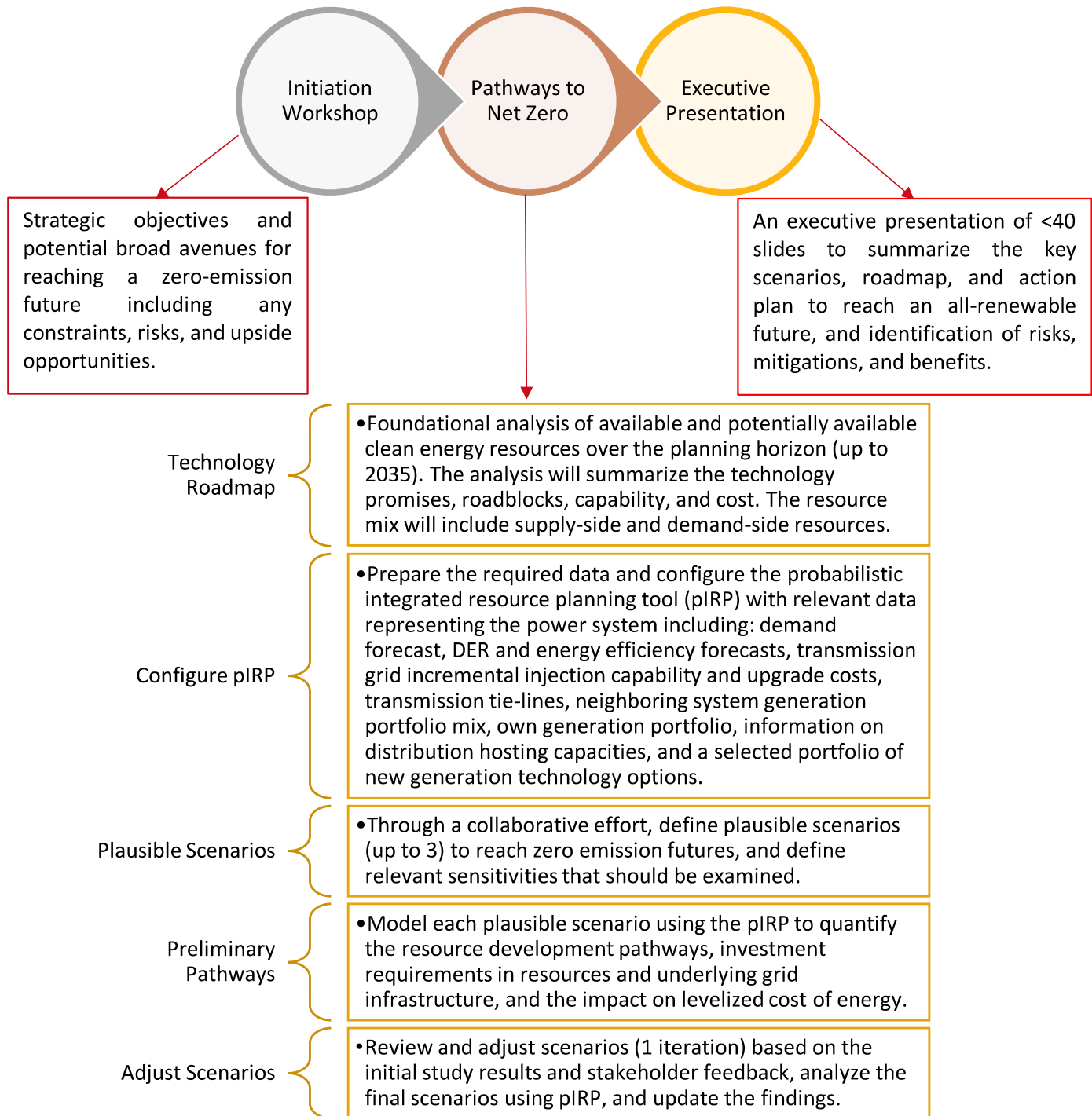


Figure 3. Capacity Expansion and Net-Zero Study Process



## **4.2 Addressing Scope Questions**

### **4.2.1 Physical and Legal Ability of the Quanta Technology to Directly Access Existing Electrical Transmission and Distribution Infrastructure and to Sell Electricity to Retail Customers via That Infrastructure**

Quanta Technology serves the transmission and distribution sectors in all geographies across the United States, including the utilities in Florida. It has deep experience in renewable technologies and their interconnections to the T&D grids. We will draw upon these experiences and experts to request and analyze data about the physical infrastructure of the City's electric utility and the commercial aspects of customer rates and spending levels. Should the need arise to visit any utility facilities, Quanta Technology has the expertise to arrange such fact-finding visits in collaboration with City staff.

### **4.2.2 Detailed Description of a Strategy or Strategies to Significantly Expand the Renewable Energy for All Residents, Businesses, and Government Operations in Winter Park Toward 100% Renewable Energy Citywide by 2035, Including Any Relevant Potential Renewable Electricity Scenarios**

The study will be conducted collaboratively with City staff. We will commence the study by inventorying the classes of customers and their consumption patterns, projecting their adoption of DERs and EV chargers, and assessing existing resources, their performance, and expansion opportunities. Through a 1-day workshop, the study team will collaborate with the City to explore up to 3 scenarios to transform over time the City's consumption to a fully renewable-fueled future by 2035. The pathways will be optimized using Quanta's proprietary pRP tool to achieve the study objectives at the lowest possible cost to ratepayers. The solutions will include a mix of customer-owned, behind-the-meter, and front-of-the-meter technologies. They will also include energy efficiency and demand response (DR) opportunities.

### **4.2.3 Strategy to Procure and Deliver Renewable Sources of Energy, Including Identification of New Local Sources and the Potential to Maximize Local Distributed Energy Resources**

See answer to 4.3 above. In addition, the resource optimization and timing will consider limitations in existing supply agreements, if any.

### **4.2.4 Detailed Schedule/Timeline of Implementation of the Program Demonstrating an Increase Toward 100% Renewable Electricity Citywide by 2035, Including All Customer Classes**

The study is expected to require up to 14 calendar weeks, including 3 weeks for the initial project kickoff and strategy workshop, 8 weeks to conduct the technical studies, and 3 weeks for the final workshop and final presentation to the City's commission.





#### **4.2.5 Detailed Description of the Estimated Costs of the Proposed Program (Including Administrative, Implementation, Estimated Rate Recovery Needs/Impacts, etc.) Expressed in Terms of Retail Electric Rates (in \$/kWh) for All Customer Classes to the Current Renewable Energy Portfolio Mix, Including Any and All Potential Fee Impacts**

We will summarize the expected performance of the resulting portfolios generated under each of the 3 scenarios, including detailed cost categories of projects in terms of capital, fixed and variable O&M, fuel, net trade, and grid investments. The cash flow of the required investments will be estimated by year under each sensitivity, and the impact on retail rates will be estimated using a levelized cost of energy (LCOE) approach.

#### **4.2.6 Analysis of the Greenhouse Gas Emission Reductions that Will Be Achieved with the Proposal as Related to the Goals of the SAP**

We will also summarize the GHG emission reductions by year for each scenario and sensitivity.

#### **4.2.7 Analyses of Potential Risks and Roadblocks and Potential Solutions or Mitigation, Including Any Anticipated Regulatory Issues or Risks, Departing Load Expense Risks, etc.**

Through a collaborative consultation with the City, the potential risks to implementing the action plan will be postulated, and remedies will be brainstormed and formulated. These include regulatory obstacles and the potential for customer defection.

#### **4.2.8 Specific and Detailed Additional Benefits Associated with the Proposal Which May Include Local Job Creation, Business Development, Environmental Benefits in Addition to Greenhouse Gas Reductions, etc.**

Through a collaborative process with the City, the study will evaluate the additional benefits and timing that the action plan will generate regarding job creation, business attractiveness, social justice, and other environmental benefits (such as improved health).

### **4.3 Methodology**

#### **4.3.1 Task 1: Project Kickoff Meeting**

##### **4.3.1.1 Objectives**

Task objectives are as follows:

- Schedule and conduct a project kickoff call and weekly update calls

##### **4.3.1.2 Methodology**

Quanta Technology will prepare a preliminary presentation and schedule a 1-hour project kickoff to cover the following topics:

- Team introduction
- Review project scope, schedule, budget, and deliverables





- Review data requirements and timeline
- Schedule weekly project review calls

#### **4.3.1.3 Deliverables**

Task deliverables are as follows:

- Kickoff presentation
- Weekly status update presentation

### **4.3.2 Task 2: Data Request, Collection, and Analysis**

#### **4.3.2.1 Introduction**

Quanta Technology will prepare a data request and submit it to the City. These will include renewable technology preferences (DER and centralized), available rooftops and land, interim goals for GHG reduction until 2035. Other data will also be collected and analyzed from other sources, such as renewable temporal profiles and associated cost roadmaps. After receiving the data, we will analyze them and summarize the findings and assumptions that will go into subsequent analysis.

#### **4.3.2.2 Approach**

Quanta Technology will work closely with the City to collect the required information and will make reasonable engineering judgments to supplement whenever data is not available.

#### **4.3.2.3 Deliverables**

Task deliverables are as follows:

- Update report with sources and assumption of collected data

### **4.3.3 Task 3: Initiation Workshop and Strategic Direction**

#### **4.3.3.1 Introduction**

Early alignment on the study approach and stakeholder sensitivities are crucial to the successful execution of the study.

#### **4.3.3.2 Approach**

Quanta Technology will organize and facilitate a workshop (1-day) to discuss the strategic objectives and potential broad avenues for reaching a zero-emission future, including any constraints, risks, and upside opportunities. Data will be requested from the City, where it will then be collected and analyzed to prepare for the workshop. The data will include historical and projected energy consumption, adoption rates for EVs, building electrification, customer-owned DERs, available spaces for installing rooftop and land-based renewables and storage, electric grid infrastructure, electricity rates, community sentiment and sensitivities towards the City's plan and the potential impact on the rates and aesthetics.

Quanta Technology will provide background material at the onset of the workshop, including a high-level overview of emission reduction policies and initiatives facing utilities in the US, an outline of key building



blocks that can be considered in constructing a robust strategy and action plan, will facilitate the discussions and will summarize the workshop findings.

#### **4.3.3.3 Deliverables**

Task deliverables are as follows:

- Report (created in Microsoft PowerPoint) summarizing workshop discussions, agreements, conflicts, and disagreements

### **4.3.4 Task 4: Capacity Expansion Scenarios**

#### **4.3.4.1 Introduction**

We will configure Quanta Technology's proprietary capacity expansion program (PIRP) with all the required data and will optimize a resource plan for each scenario. The resource portfolio will be analyzed and characterized under several sensitivities. A preferred roadmap will be selected to balance risks, costs, and benefits.

#### **4.3.4.2 Approach**

Quanta Technology will work closely with the City's team to review the optimized expansion plans for each scenario and characterize their key metrics (KPIs) regarding costs, benefits, and risks. The plan's benefits will be quantified regarding job creation, business development, social justice, and other environmental benefits. A preferred road roadmap will be selected that strikes a balance between cost, risk, and benefits.

#### **4.3.4.3 Deliverables**

Task deliverables are as follows:

- Weekly status update call
- Report (in Microsoft Word or Microsoft PowerPoint) summarizing the study assumptions, approach, data sources, and results

### **4.3.5 Task 5: Draft Report and Executive Presentation**

A draft report will be prepared (in Microsoft Word or Microsoft PowerPoint) that summarizes the study objectives, study approach, findings, preferred plan, benefits, costs, and risks.

An outline of the report will be shared initially with the City for review and comments. The draft of the final report will be submitted after the study's conclusion for review and comments. A final report will be issued that incorporates the comments.

### **4.3.6 Task 6: Workshop and Final Presentation to the City's Commission**

A final workshop (1-day) will be held with the City to present the study and its findings. An executive presentation will be made to the City's commission.



## 4.4 Deliverables

The main project deliverables are as follows:

- Weekly status reports
- Initial workshop report
- Draft final report
- Final report
- Executive presentation to the City's commission

## 4.5 Assumptions

The following assumptions (Table 1) have been made to develop the proposal's cost and schedule.

**Table 1. Project Assumptions**

Item	Assumption
1	The City will provide all required historical and forecast data about customers, consumption, energy contracts, energy efficiency, and EV adoption.
2	The City will assign a project manager throughout the project, reply to report reviews and data collection requests, and provide timely feedback (e.g., within 3 business days).
3	The City's staff will participate in weekly status update calls, initial workshops, and final workshops.
4	The City will arrange the presentation with the City's commission on the same day as the final workshop.

## 4.6 Project Schedule

The schedule for the proposed project is provided in Table 2.

**Table 2. Project Schedule**

Task #	Description	Start Date	End Date
1	Project kickoff meeting	T0	T0+ 1 week
2	Data request, collection, and analysis	T0	T0 + 1 week
3	Initiation workshop and strategic direction (1 day)	T0 + 2 weeks	T0 + 3 weeks
4	Capacity expansion scenarios	T0 + 4 weeks	T0 + 11 weeks
5	Draft report and executive presentation	T0 + 12 weeks	T0 + 13 weeks
6	Workshop and final presentation to the City's commission (1 day)	T0 + 13 weeks	T0 + 14 weeks



## 5 PROFESSIONAL CONTACTS

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### 5.1 Reference 1: Larry Marini, LUMA Puerto Rico

Name and Title	Larry Marini
Organization and Address	LUMA (Puerto Rico)
Contact Information	Larry.Marini@Lumapr.com

### 5.2 Reference 2: Ajit Kulkarni, Shell New Energies

Name and Title	Ajit Kulkarni
Organization and Address	Shell New Energies
Contact Information	(530) 220-0867; Ajit.Kulkarni@shell.com

### 5.3 Reference 3: Natalie Ladd, Northern Indiana Public Service Company

Name and Title	Natalie Ladd
Organization and Address	Northern Indiana Public Service Company
Contact Information	Natalie Ladd; (219) 218-8362; nladd@nisource.com



## 6 REQUIRED FORMS

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This section contains the following documents:

4. Signature Sheet Attachment
5. Drug-Free Workplace Affidavit Attachment
6. E-Verify Affidavit Attachment
7. Non-Collusion Affidavit of Prime Respondent Attachment
8. Public Entity Crimes Affidavit Attachment
9. Public Records Act Affidavit Attachment
10. Background Check Verification Proof of Insurance
11. Certificate of Good Standing for the State of Florida
12. Sample Insurance Certificate



## 6.1 Attachment A: Signature Sheet



**ATTACHMENT A**  
**Signature Sheet**  
**RFP12-22**

The undersigned attests to their authority to execute this submittal and to bind the company herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;
2. The facts stated in the Respondent's response pursuant to this Invitation for Bid are true and correct in all respects;
3. The Respondent has read and complied with, and submits their response agreeing to all of the requirements, terms and conditions as set forth in the Invitation for Bid;
4. Respondent will supply all labor, materials, equipment and supplies as set forth in this Invitation for Bid;
5. Respondent understands that all information listed above may be checked by the City of Winter Park and Respondent authorizes all entities or persons listed in submittal to answer any and all questions. Respondent hereby indemnifies the City of Winter Park and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Respondent agrees to provide myCOI with all necessary insurance documents. Respondent verifies that the following email address is current, monitored, and is acceptable for City use.

**Respondent Email:** qt\_rfp@quanta-technology.com

Submitted on this 6th day of April, 2022.

Company: Quanta Technology, LLC

Name: David Elizondo

Address: 4020 Westchase Blvd. Suite 300 Raleigh, NC 27607

Phone: 919-334-3089

Email: delizondo@quanta-technology.com

Authorized Signature: \_\_\_\_\_

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022

**Addendum Acknowledgement**

The respondent shall acknowledge obtaining **all** addenda issued to this formal solicitation from the City's website by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. 1

Date Issued: 3/11/2022

Addendum No. \_\_\_\_\_

Date Issued: \_\_\_\_\_





## 6.2 Attachment B: Drug-Free Workplace Affidavit



**ATTACHMENT B**  
**Drug-Free Workplace Affidavit**  
**RFP12-22**

The undersigned respondent, in accordance with Florida Statute 287.087 hereby certifies that

Quanta Technology, LLC does the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

Authorized Signature: 

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022



## 6.3 Attachment C: E-Verify Affidavit



**ATTACHMENT C****Affidavit of E-Verify Requirements Compliance  
RFP12-22**

I, the duly authorized representative/agent of Quanta Technology, LLC hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

**IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF THEIR OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.**

Authorized Signature: 

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022



## 6.4 Attachment D: Non-Collusion Affidavit of Prime Respondent



**ATTACHMENT D**

**Non-Collusion Affidavit of Prime Respondent  
RFP12-22**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that:

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

**Please see the original for signature  
and notarization**

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Vice President, Global Business Development\_\_\_\_\_  
TitleSworn to and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization,  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)



## 6.5 Attachment E: Public Entity Crimes Affidavit





## ATTACHMENT E

**Sworn Statement Under Section 287.133(3)(a), Florida  
Statutes, on Public Entity Crimes  
RFP12-22**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Winter Park, Florida  
by David Elizondo  
for Quanta Technology, LLC  
whose business address is 4020 Westchase Blvd. Suite 300 Raleigh, NC 27607  
and (if applicable) its Federal Employer Identification Number (FEIN) is EIN: 56-2677058 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.





3. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
4. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

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

**Please see the original for signature and notarization**

\_\_\_\_\_  
Authorized Signature

Sworn to and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)



## 6.6 Attachment F: Public Records Act Affidavit





**Attachment F**  
**Public Records Act/Chapter 119 Requirements**  
**RFP12-22**

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

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

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

Authorized Signature: \_\_\_\_\_

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022



## 6.7 Attachment G: Background Check Verification





## Attachment G

### Background Check Verification

### RFP12-22

#### SECTION 1: REQUIREMENTS

The Respondent/Vendor shall Agree to the following:

1.1 Respondent/Vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor. The contractor

1.2 If the Respondent/Vendor has employed officials that have a current Level 2 Background Screening which was completed by a local government, school board, the Florida High School Activities Association, the Contractor agrees to provide a list of those officials to the City.

1.3 Respondent/Vendor agrees to make its officials sign a sworn statement affirming that they have not pled guilty to or convicted of any of the crimes listed in Section 2: Prohibited Offenses, prior to any assignment. This information shall always be kept current. The Respondent/Vendor shall be in complete compliance within 30 days after award.

1.4 Respondent/Vendor shall require its officials to report to the Contractor immediately if they have been convicted of any of the crimes listed in Section 2: Prohibited Offenses. Respondent/Vendor shall not use that official, unless they have been cleared of the crime.

#### SECTION 2: PROHIBITED OFFENSES

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

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





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





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

### SECTION 3: CERTIFICATION

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

Quanta Technology, LLC

Firm/Company

Vice President, Global Business Dev

Title

**Please see the original for signature and notarization**

Signature

Sworn to and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)



## 6.8 Certificate of Good Standing in the State of Florida

# *State of Florida*

## *Department of State*

I certify from the records of this office that QUANTA TECHNOLOGY, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on December 18, 2008.

The document number of this limited liability company is M08000005458.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 21, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirtieth day of March, 2022*



*Randy Lee*  
**Secretary of State**

Tracking Number: 5629623694CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## 6.9 Sample Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2022

3/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No. Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td colspan="2"><b>INSURER A:</b> Old Republic Insurance Company</td> </tr> <tr> <td colspan="2"><b>INSURER B:</b></td> </tr> <tr> <td colspan="2"><b>INSURER C:</b></td> </tr> <tr> <td colspan="2"><b>INSURER D:</b></td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No. Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Old Republic Insurance Company		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b> 1441796 QUANTA TECHNOLOGY, LLC A QUANTA SERVICES COMPANY 4020 WESTCHASE BOULEVARD, SUITE 300 RALEIGH NC 27607	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>NAIC #</b></td> <td style="width: 20%;"><b>24147</b></td> </tr> </table>	<b>NAIC #</b>	<b>24147</b>																		
<b>NAIC #</b>	<b>24147</b>																				

**COVERAGES** QUATE01      **CERTIFICATE NUMBER:** 18386677      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	N	N	MWZY 313093 21	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MWZX 313095 21	5/1/2021	5/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>	N	N	MWTB 313092 21.	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			MWZX 313091 21	5/1/2021	5/1/2022	BODILY INJURY (Per person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$ XXXXXXXX
	<b>UMBRELLA LIAB</b>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<b>EXCESS LIAB</b>						AGGREGATE \$ XXXXXXXX
	DED RETENTION \$						\$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		N	MWC 313094 21	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

**18386677**  
 City of Winter Park, Florida  
 401 South Park Avenue  
 Winter Park FL 32789

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## 7 MISCELLANEOUS: PRICING

### 7.1 Pricing

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a Fixed Price basis. The project price is calculated based on the scope of work and the assumptions outlined in this proposal. Billing will be on the basis shown in Table 3 and will include expenses incurred, all net 30 days. The quotation is exclusive of taxes, which are the sole responsibility of the customer.

**Table 3. Proposed Payment Schedule for Professional Services Offered in this Project**

Milestone	When	Amount
Project Initiation	After Receipt of Order (ARO)	\$15,000
Completion of Tasks 1-3: Initiation Workshop and Strategic Direction	3 Weeks ARO	\$20,000
Completion of Tasks 4-5: Draft Report and Executive Presentation	13 Weeks ARO	\$50,000
Completion of Task 6: Workshop and final presentation to the City's commission	15 Weeks ARO	\$15,000
Total		\$100,000

### 7.2 Expiration Date

This offer is valid for 90 days from the date of issue. For information about extensions of the offer, contact Diana Prkacin at [DPrkacin@quanta-technology.com](mailto:DPrkacin@quanta-technology.com) or 919-737-5519.





## 8 MISCELLANEOUS: REDLINED TERMS AND CONDITIONS

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## **SECTION 5: Standard Terms & Conditions**

### **5.1 Basis of Response/Proposals**

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

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

### **5.2 Submission of Supporting Documents**

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

### **5.3 Proposal Prices**

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

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

### **5.4 Delivery**

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

### **5.5 Contract Term**

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for twelve (12) consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City.



There shall be the option of renewal for a possible second, third, fourth and fifth 12-month period, not to exceed sixty (60) months in total, after written consent of both parties and approval by City Commission or City Manager. Approximately forty-five (45) days prior to expiration of the initial contract period, the successful Respondent will be notified by the City if it seeks an extension. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the second, third, fourth or fifth term.

#### 5.6 Invoicing & Payment

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

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

#### 5.7 VISA Acceptance

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

**Commented [MS1]:** Quanta Technology does not accept payments via credit cards.

#### 5.8 Taxes

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

#### 5.9 Mistakes

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

#### 5.10 Contract Award

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



The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal.

The City reserves the right to make an award to more than one Respondent. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

#### **5.11 Proposal or Contract Terms at Variance with this Document & the RFP or Specification**

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

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

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



- G. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- H. Any provision that, to any extent waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- I. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- J. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.
- K. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

#### 5.12 Modifications & Withdrawals

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

#### 5.13 Disqualifications

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

#### 5.14 Proposal Costs

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

#### 5.15 Protests & Procurement Policy

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

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



If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another Respondent, if the protester has failed to obtain an injunction against making such award.

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

#### **5.16 Agreement**

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

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

#### **5.17 Use of Other Contracts**

The City of Winter Park reserves the right to utilize, including but not limited to "piggybacking," any applicable State of Florida contract, city or county governmental agencies contract, or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

#### **5.18 Public Entity Crimes**

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

In submitting a proposal to the City of Winter Park, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the





antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

#### 5.19 Certificate of Insurance

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

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

Additional Insured status shall be provided pursuant to and subject to 2018 ISO Endorsement Form CG 20 10 04 18 and/or CG 20 37 04 18 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Respondent's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Respondent under this Agreement, it being the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

Commented [MS2]: Quanta Technology cannot agree to pay for damages caused by others.

#### 5.20 Termination/Cancellation of Contract

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

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

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

#### 5.21 Termination for Default

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



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

#### **5.22 Termination for City's Convenience**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful Respondent.

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

#### **5.23 Drug-Free Workplace**

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

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

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

#### **5.24 Indemnification**

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

Respondent agrees to indemnify and hold harmless the City, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require



a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars (\$2,000,000) per occurrence, which the City and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

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

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

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

#### 5.25 Accidents & Claims

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

#### 5.26 Laws & Regulations

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

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

In the event of any litigation or claim between the Respondent/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement



resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

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

### **5.27 Communications**

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

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

### **5.28 Cone of Silence**

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

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

### **5.29 Addenda**

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



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

#### **5.30 Subcontractors**

The successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Manager or Project Manager. The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee.

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

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

#### **5.31 Assignability**

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

#### **5.32 Waiver, Alterations, Consent & Modification**

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

#### **5.33 Fiscal Year Funding Appropriations**

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

Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

#### **5.34 No General City Obligation**

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.



### 5.35 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

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

### 5.36 Proprietary Information

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

### 5.37 Compliance

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

### 5.38 Equal Opportunity Employment

The Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082) (c)(2), or most recent.

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





Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Failure to abide by § 448.095, Florida Statutes, makes the Respondent liable for any additional costs incurred by the City as a result of the termination of the Contract pursuant to such statute.

#### **5.39 Fair Labor Standards Act**

Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

#### **5.40 Unauthorized Aliens**

The City shall consider the employment by Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

#### **5.41 False Claims**

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

#### **5.42 Reductions in Work**

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

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

#### **5.43 Disclaimer of Liability**

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

#### **5.44 Sovereign Immunity Reserved**

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees,

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officials and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.

#### **5.45 Compliance with Occupational Safety & Health**

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

#### **5.46 Severability**

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

#### **5.47 Public Records**

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

- A. keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;
- B. provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or otherwise provided by law;
- C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- D. meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Respondent upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City. It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Respondent and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in

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

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

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

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

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

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



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

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

#### **5.48 Counterparts**

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

#### **5.49 Lien**

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

#### **5.50 Authority to Bind City**

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation.

This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

#### **5.51 Breach**

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

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

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



### 5.52 Limitations on Damages

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

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

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission.

No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

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

Notwithstanding any other provisions of this Agreement to the contrary, Proposer shall not be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Proposer's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality

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provisions; nor shall the limitation apply to the City's liability, if any, for payment for termination without cause or suspension of Proposer without Proposer's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

#### **5.53 Overall Liability Cap:**

Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Consultant's maximum aggregate liability hereunder or with respect to any Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-party claims indemnified by Consultant hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the total amount of compensation paid to Consultant hereunder or for the Order; and (B) (with respect to losses covered by policies of insurance Consultant is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.

#### **5.535.54 Ethics**

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

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

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

#### **5.545.55 Dispute Resolution**

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall





select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- i. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or
- ii. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

#### **5.555.56 Procurement Decision**

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City, in its sole discretion, reserves the right to reject all Respondents and to resolicit, or not.

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

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

#### **5.565.57 Scrutinized Companies**

- A. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: 1) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or 2) one million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is: (a) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria. A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the City to immediately terminate any resulting contract or agreement relating to same.



- B. *Contract or renewal of contract for goods or services of one million dollars (\$1,000,000.00) or greater.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000.00) or more that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes; 2) is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 3) is currently or has been determined to be engaged in business operations in Cuba or Syria.
- C. *Contract or renewal of contract for goods or services of any amount.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.
- D. *False certification.* If the Proposer submits a false certification as may be required under section 287.135, Florida Statutes, then the City shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the City, and all costs for investigations that led to the finding of false certification.

#### **5.575.58 Electronic Signatures**

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

#### **5.585.59 Independent Contractor**

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

#### **5.595.60 Tobacco-Free Campus**

Proposer agrees that the performance of all work and services for the City on City property shall be tobacco free. Accordingly, Proposer agrees that all of contractor's employees, agents, and those performing work and services for the City at the Proposer's direction or control shall refrain from

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utilizing tobacco in any form within or about any City parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Proposer agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement.

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

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

#### **5.605.61 Background Check Verification**

Successful respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the respondent. Respondent will certify that, in accordance with F.S. 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

#### **5.615.62 Title IV Compliance**

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

- a. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;
- b. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below; and
- c. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.
- d. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In

Page **20** of **38**

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addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. Respondent shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

### 5.63 ADA Compliance

Respondent shall ensure that any and all deliverables provided to the City and the public, including any and all services provided on behalf of the City, complies with the applicable provisions of the Americans with Disabilities Act and any regulations promulgated pursuant thereto. For the purposes of this paragraph, services or deliverables offered via the internet or intranet, in digital format, or via another online or software platform must comply with WCAG 2.0 AA in order to be deemed ADA compliant. Respondent agrees to indemnify, defend, and hold the City harmless from and against any damages, sanctions, penalties, or awards claimed or awarded against the City, which claims, sanctions, penalties, or awards arise from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

### 5.63 Ownership Of Pre-Existing Intellectual Property

City acknowledges that, as between Respondent and City, any intellectual property that Respondent developed independently of City and/or pre-exists Respondent's performance of the Work pursuant to this Agreement ("Pre-Existing IP") is the sole and exclusive property of Respondent. If any Pre-Existing IP is incorporated into the Work or any Deliverable, Respondent hereby grants to City a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such Respondent IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any Affiliate.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

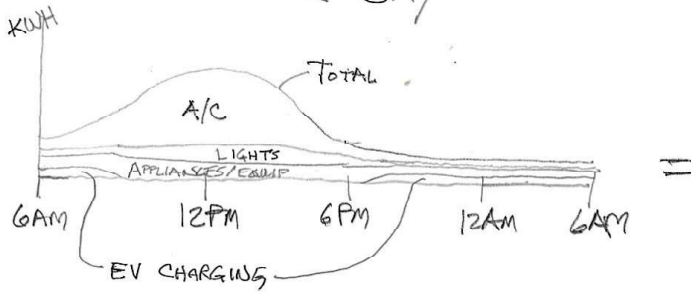
## ELECTRIC COMPANY - CLEAN ENERGY FEASIBILITY GOALS

ANSWER THE FOLLOWING QUESTIONS:

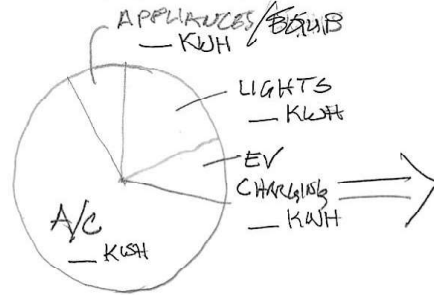
1. WHAT IS THE RIGHT TARGET FOR OUR FUEL SOURCES?
  - 80% CARBON FREE
  - 100% CARBON FREE
2. DO WE AGREE ON THE DEFINITIONS AND ASSUMPTIONS?
3. WHAT IS A FEASIBLE <sup>FUEL</sup> MIX TO ACHIEVE BY 2035, BY 2050?
4. WHERE DOES THE POWER COME FROM DURING HURRICANES AND OTHER TIMES WHEN THERE IS NO SOLAR POWER?
5. CAN WE PAY FOR IT IN OUR CURRENT ~~REVENUE~~ REVENUE AND EXPENSE MODEL?

# ELECTRICITY USES CUSTOMER

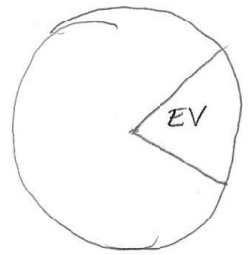
## 1. Summer Day



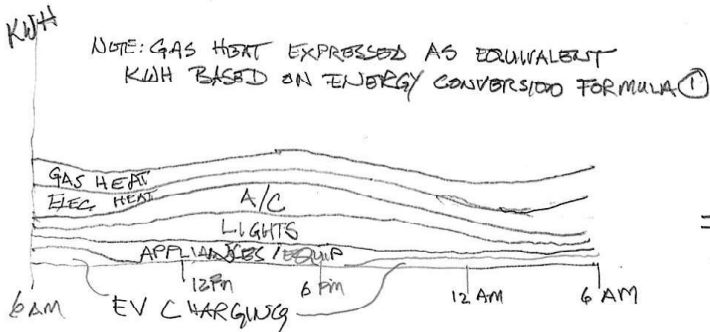
2022-7 DAY WEEK  
(PICKED 7 DAY TO COMPARE  
TO A HURRICANE WEEK w/o SUN)



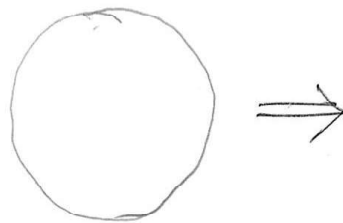
2050 ②



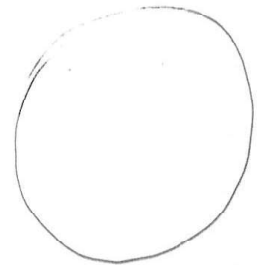
## 2. Winter Day



2022-7 DAY WK



2050 7-DAY



① ENERGY CONVERSION FORMULA

② SOG ASSUMPTIONS PAGE. INCLUDES SF INCREASE, EV PENETRATION, CONSERVATION w/ REPLACEMENT  
HVAR men 2B 426

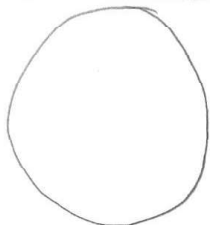
1/3



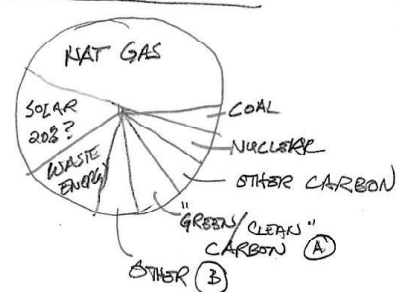
# ELECTRICITY SOURCES - SET TARGETS

## 1.a. SUMMER DAY CLEAR SKIES

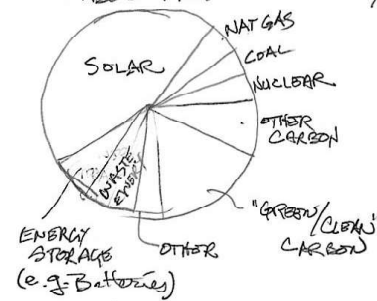
CUSTOMER USES



SOURCES - 2022 "MIX"



SOURCES - TARGET 80%  
80% CARBON FREE

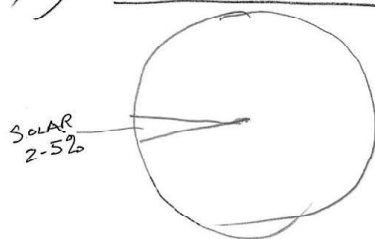


SOURCES - TARGET 100%  
100% Carbon Free

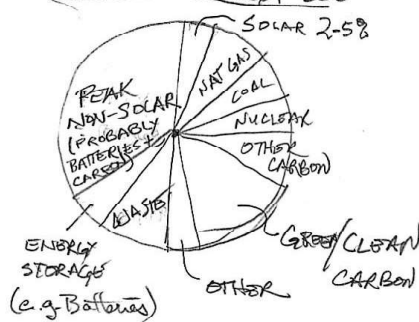
Similar to 80%, but eliminate carbon sources

## 1.b. SUMMER DAY - HURRICANE WEEK (e.g. limited sunshine, rely on storage or alternatives) "PEAK NON-SOLAR ENERGY"

SOURCES - 2022 "MIX"



SOURCES - TARGET 80%



Similar

★ RESULTS: PEAK NON-SOLAR KWH FOR 7 DAY WEEK = \_\_\_\_\_ KWH. Must be provided by stored energy or other

① Define "GREEN/CLEAN" CARBON → SCRUBBED, HYDROGEN?

② Define OTHER → Wind, Hydro, Tidal, BTC

SOURCES (gas, nuclear, waste energy, hydro, nuclear, coal, etc.)

2/3

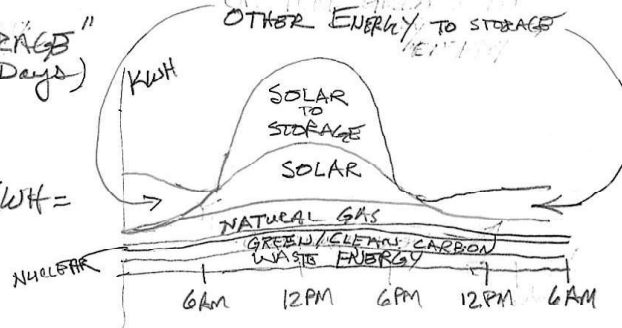
# ELEC GENERATION NEEDED

1. TARGET 80% CARBON FREE 7-DAYS "PEAK STORAGE" (HURRICANE 7 DAYS)



+

KWH =

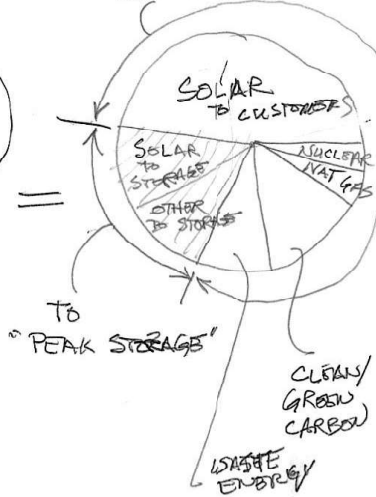


## "SUNNY DAY" GENERATION

EXCESS ENERGY STORED FOR PEAKS

## TARGET 80%

CUSTOMER USE



## TARGET 100%

2. TARGET 100% CARBON FREE 7-DAYS

"SUNNY DAY"

WHAT DOES THIS TELL US WE <sup>OUR</sup> NEED TO <sup>DO</sup> TO HIT A GOAL OF [80% CARBON-FREE] BY 2050?

1. MOVE FROM \_\_\_\_\_ <sup>MW</sup> TO \_\_\_\_\_ OF PURCHASED SOLAR POWER BY \_\_\_\_\_.
2. DEVELOP STRATEGY TO PURCHASE \_\_\_\_\_ <sup>MW</sup> OF PEAK LOAD AND NIGHT-TIME BATTERY RESERVES BY 2035
3. DEVELOP STRATEGY ~~TO~~ PURCHASE \_\_\_\_\_ <sup>MW</sup> OF "LOW CARBON" FOSSIL FUEL EMERGENCY AND PEAK POWER ~~RESERVES~~ RESERVES
- [ 4. ADOPT UTILITY COMPANY PRICING <sup>& FINANCING</sup> ~~POWER~~ MODEL FOR SUSTAINING GRID AND OWNERSHIP OF RESERVE POWER ]

## DEFINITIONS AND ASSUMPTIONS

CARBON FREE = DOES NOT EMIT CARBON INTO THE AIR

GREEN/CLEAN ENERGY = ~~ENERGY THAT DOES NOT~~

### ASSUMES:

1. BY 2050, SQUARE FEET OF COMMERCIAL INCREASES 2 AND RESIDENTIAL INCREASES 2.
2. BY 2050, ELECTRIC VEHICLES (WITH CHARGING NEEDS) MAKE UP [85%] OF VEHICLES
3. FOR COST COMPARISONS, ASSUMES 2022 DOLLARS (i.e. NO INFLATION)
4. ASSUMES SOLAR POWER ~~FOLLOWS 1/2 OF THE SEMI-CONDUCTOR~~ ~~RULE OF THUMB AND THAT SOLAR COSTS DROP~~ [10%] PER YR UNTIL REACHING [40%] OF 2022 COSTS (IN 2022 \$'s)
5. ASSUMES BATTERY STORAGE COSTS DROP [5%] PER YR UNTIL REACHING [50%] OF 2022 COSTS (IN 2022 \$'s)
6. BY 2050, <sup>REPLACEMENT</sup> HVAC AND LIGHTING HAVE ~~BECOME~~ 50% MORE EFFICIENT THAN 2022 AND HVAC/LIGHTING DROPS ~~PER~~ KWH DROPS USAGE PER SF BY [30%]. (eg. 2050 Demand for HVAC and Lighting is [30%] less than 2022.
7. FOR ~~WHICH~~ TOTAL COST COMPARISONS, WILL PRESENT BOTH FUEL COSTS AND, SEPARATELY, TOTAL LIFE CYCLE COSTS, i.e. SOLAR WILL HAVE MAINT ONLY COSTS ~~IN~~ THE FUEL COST; BUT LIFE CYCLE COST WILL INCLUDE AMORTIZATION OF PURCHASE/INVESTMENT

**From:** [Todd Weaver](#)  
**To:** [Michelle del Valle](#)  
**Cc:** [Randy Knight](#)  
**Subject:** Orlando EIRP #1  
**Date:** Wednesday, May 11, 2022 4:05:03 PM  
**Attachments:** [Outlook-1480364014.png](#)  
[Outlook-1480364014.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)

---

Hi Michelle,

Please distribute this email to the others on the Commission.  
This is pertinent to our RFP discussion re renewable energy.

Thanks,  
Todd



This information provided by Todd Weaver individually, Winter Park Commissioner, Seat 4  
This content is not intended to represent views of the Commission

Under Florida law, email addresses and written correspondence with the city become public record and must be made available to the public and media upon request (unless otherwise exempt). If you do not want your email address to be public record, please contact our office by phone.

**From:** Todd Weaver [mailto:[toddcweaver99@gmail.com](mailto:toddcweaver99@gmail.com)]  
**Sent:** Wednesday, May 11, 2022 4:03 PM  
**To:** Todd Weaver <[TWeaver@cityofwinterpark.org](mailto:TWeaver@cityofwinterpark.org)>  
**Subject:** [External] Fwd: Orlando EIRP

[**Caution:** This email originated from outside the City of Winter Park email system. Before clicking any hyperlinks, verify the real address by hovering over the link. Do not open attachments from unknown or unverified sources.]

----- Forwarded message -----

From: **Christopher Castro** <[chris.castro@cityoforlando.net](mailto:chris.castro@cityoforlando.net)>

Date: Wed, May 11, 2022, 8:52 AM

Subject: Orlando EIRP

To: [toddweaver99@gmail.com](mailto:toddweaver99@gmail.com) <[toddweaver99@gmail.com](mailto:toddweaver99@gmail.com)>

[https://oucroadmap.com/wp-content/uploads/2020/12/Siemens\\_OUC-2020-EIRP.pdf](https://oucroadmap.com/wp-content/uploads/2020/12/Siemens_OUC-2020-EIRP.pdf)

## [Orlando Utilities Commission 2020 Electric Integrated Resource Plan Report](#)

Unrestricted Orlando Utilities Commission 2020 Electric Integrated Resource Plan Report  
Orlando Utilities Commission November 2020

[oucroadmap.com](https://oucroadmap.com)

Look on page 21 for the Optimized Portfolio that we approved through OUC commission.

### **Chris Castro, LEED GA, SCP**

Director, Office of Sustainability & Resilience

City of Orlando

400 South Orange Avenue, 3rd floor

Orlando, FL 32801

P: (407)-246-3463

C: (407)-202-5312

[cityoforlando.net/greenworks](https://cityoforlando.net/greenworks)

[2018 Public Official of the Year](#)



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**From:** [Todd Weaver](#)  
**To:** [Michelle del Valle](#)  
**Cc:** [Randy Knight](#); [Gloria Eby](#); [Sara Miller](#); [Sara Miller](#)  
**Subject:** Orlando EIRP #2  
**Date:** Wednesday, May 11, 2022 4:08:15 PM  
**Attachments:** [Outlook-1480364014.png](#)  
[Outlook-1480364014.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)

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Todd

 <p>City of Winter Park 401 S. Park Ave. Winter Park, FL 32789 <a href="http://cityofwinterpark.org">cityofwinterpark.org</a></p>	<p><b>Todd Weaver</b> Commissioner Seat 4</p> <p><a href="mailto:tweaver@cityofwinterpark.org">tweaver@cityofwinterpark.org</a></p>
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----- Forwarded message -----

From: **Christopher Castro** <[chris.castro@cityoforlando.net](mailto:chris.castro@cityoforlando.net)>

Date: Wed, May 11, 2022, 9:01 AM

Subject: Re: Orlando EIRP

To: [toddcweaver99@gmail.com](mailto:toddcweaver99@gmail.com) <[toddcweaver99@gmail.com](mailto:toddcweaver99@gmail.com)>

FYI, see below.

NREL dGen study that we did to understand the rooftop solar potential in Orlando. This was an input into the OUC EIRP that I sent in the prior email.

<https://www.nrel.gov/news/program/2021/nrels-dgen-analysts-team-up-with-orlando-utilities-commission-to-forecast-household-solar-adoption.html>

### [NREL's dGen Analysts Team Up With Orlando Utilities Commission To Forecast Household Solar Adoption | News | NREL](https://www.nrel.gov/news/program/2021/nrels-dgen-analysts-team-up-with-orlando-utilities-commission-to-forecast-household-solar-adoption.html)

Same Bottom-Up, Agent-Based Modeling, New Spatial Resolution. The dGen model uses a unique bottom-up, agent-based approach to simulate customer decisions about adopting and using solar, wind, and storage technologies for residential and commercial entities in the United States through 2050. Agents, or independent decision-making entities, are based on real data for a given area.

[www.nrel.gov](https://www.nrel.gov)

<https://www.nrel.gov/docs/fy21osti/77308.pdf>

### [Distributed Solar Adoption in Orlando - NREL](https://www.nrel.gov/docs/fy21osti/77308.pdf)

This analysis presents projections of distributed solar adoption completed jointly with NREL and the Orlando Utility Commission (OUC) for the OUC service territory.

[www.nrel.gov](https://www.nrel.gov)

**Chris Castro, LEED GA, SCP**  
Director, Office of Sustainability & Resilience  
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[2018 Public Official of the Year](#)



---

**From:** Christopher Castro  
**Sent:** Wednesday, May 11, 2022 8:51 AM  
**To:** [toddweaver99@gmail.com](mailto:toddweaver99@gmail.com) <[toddweaver99@gmail.com](mailto:toddweaver99@gmail.com)>  
**Subject:** Orlando EIRP

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and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.



# City Commission agenda item

item type Public Hearings	meeting date May 25, 2022
prepared by Jeffrey Briggs	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

## subject

Request of Z Properties for:

## item list

Approval of the subdivision and replat of 1150 Louisiana Avenue, zoned O-2, for a six-building office park.

## motion / recommendation

Planning and Zoning Board and Staff recommend Approval.

## background

Z Properties is requesting to subdivide and replat their property at 1150 Louisiana Avenue, zoned O-2, into six fee simple lots, each outlining one of the six single-story office buildings surrounded by common parking and greenspace to be maintained by a property owner's association. The property is approximately 43,709 square feet in size.

The applicant is seeking subdivision approval for a six building, single-story office park with a total gross floor area of 11,425 square feet. The five buildings along Louisiana Avenue are across from the existing O-1 offices and are 1,836 square feet each. The sixth building at the corner of Wilma and Denning is 2,245 square feet. The applicant's proposal has an impervious ratio of 65.6% (28,690 square feet) and FAR of 27.8% (12,152 square feet). Both are significantly less than the maximum 85% (37,153 square feet) impervious coverage and 45% FAR (19,669 square feet).

The applicant received variance approval by the Board of Adjustment to permit a total of 42 parking spaces in lieu of what would have been the required 46 on-site parking spaces. In an abundance of caution, the applicant has also entered into an off-site parking agreement for four spaces which does not meet the 10-year, non-cancellable requirements of the Code as well as has agreed to construct six on-street spaces. The applicant is aware that none of these ten off-street spaces can count towards the applicant's on-site parking count and the Board of Adjustment only granted a variance to

waive the four spaces that could not fit on the property.

**Summary:**

Since this project meets the Code inclusive of the parking variance, the applicant can build this office park and rent the buildings. The applicant can also build the office park and sell the individual buildings via a condominium arrangement. However, because the applicant desires to sell the individual buildings via fee simple lots, this subdivision/replat approval is necessary. That replat is the only thing asked of the City Commission. This is not a project approval request.

**alternatives / other considerations**

**fiscal impact**

ATTACHMENTS:

[1150 Louisiana Ave - Area Map.pdf](#)

ATTACHMENTS:

[1150 Louisiana Ave - Aerial Map.pdf](#)

ATTACHMENTS:

[Applicant Presentation with Site Plan.pdf](#)

ATTACHMENTS:

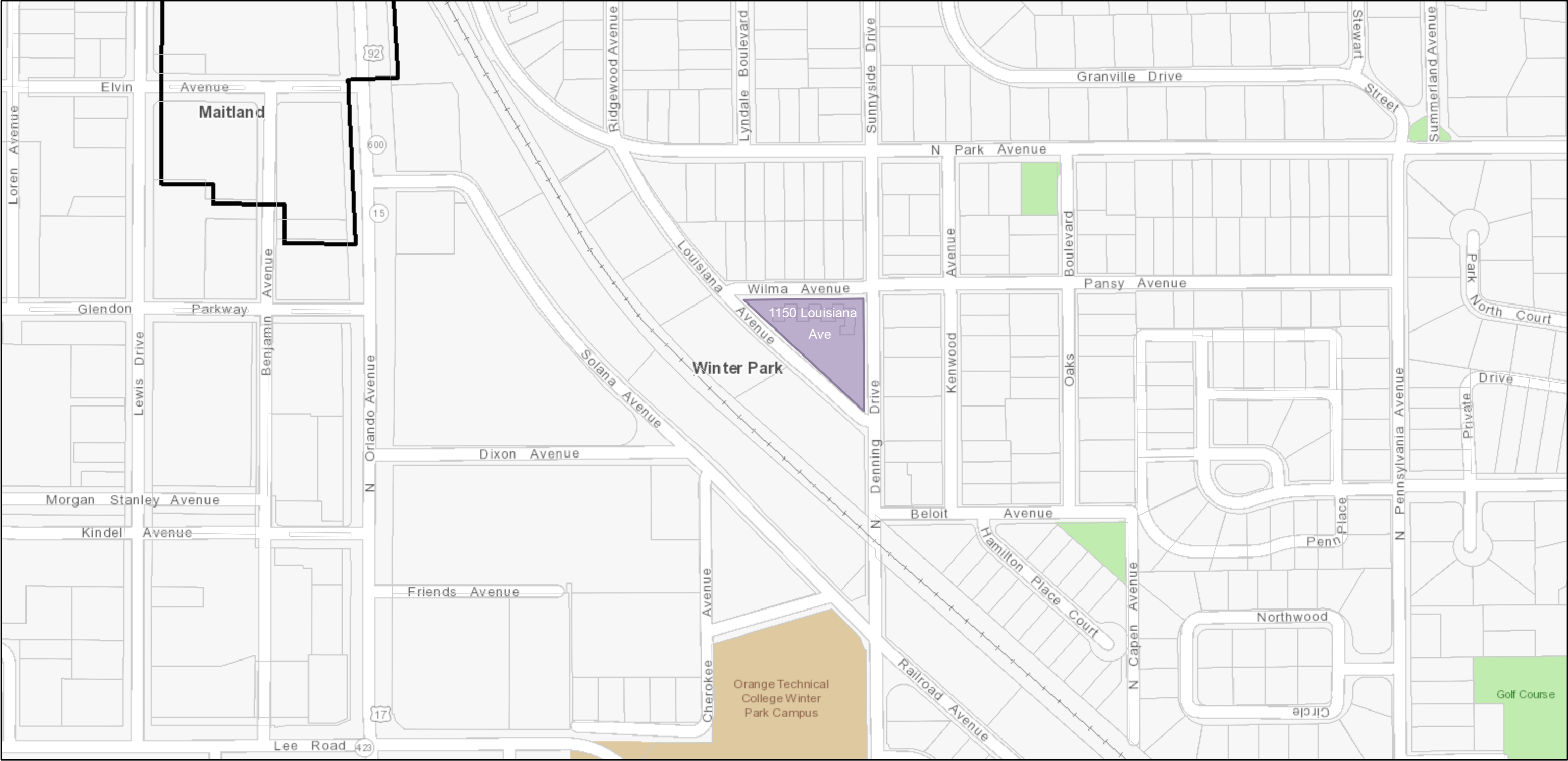
[Result Letter\\_BOA-2022\\_0003.pdf](#)

ATTACHMENTS:

[Neighbor Letters.pdf](#)

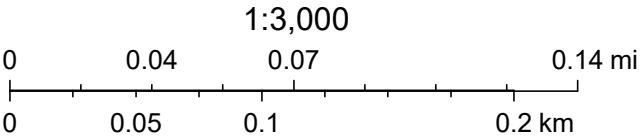


# 1150 Louisiana Avenue - Area Map



4/7/2022, 4:02:25 PM

Parcels Orange



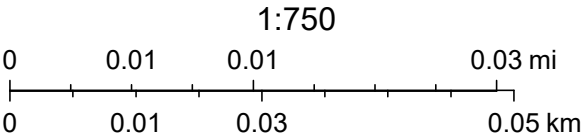


1150 Louisiana Avenue - Aerial Map



4/7/2022, 3:59:31 PM

 Parcels Orange

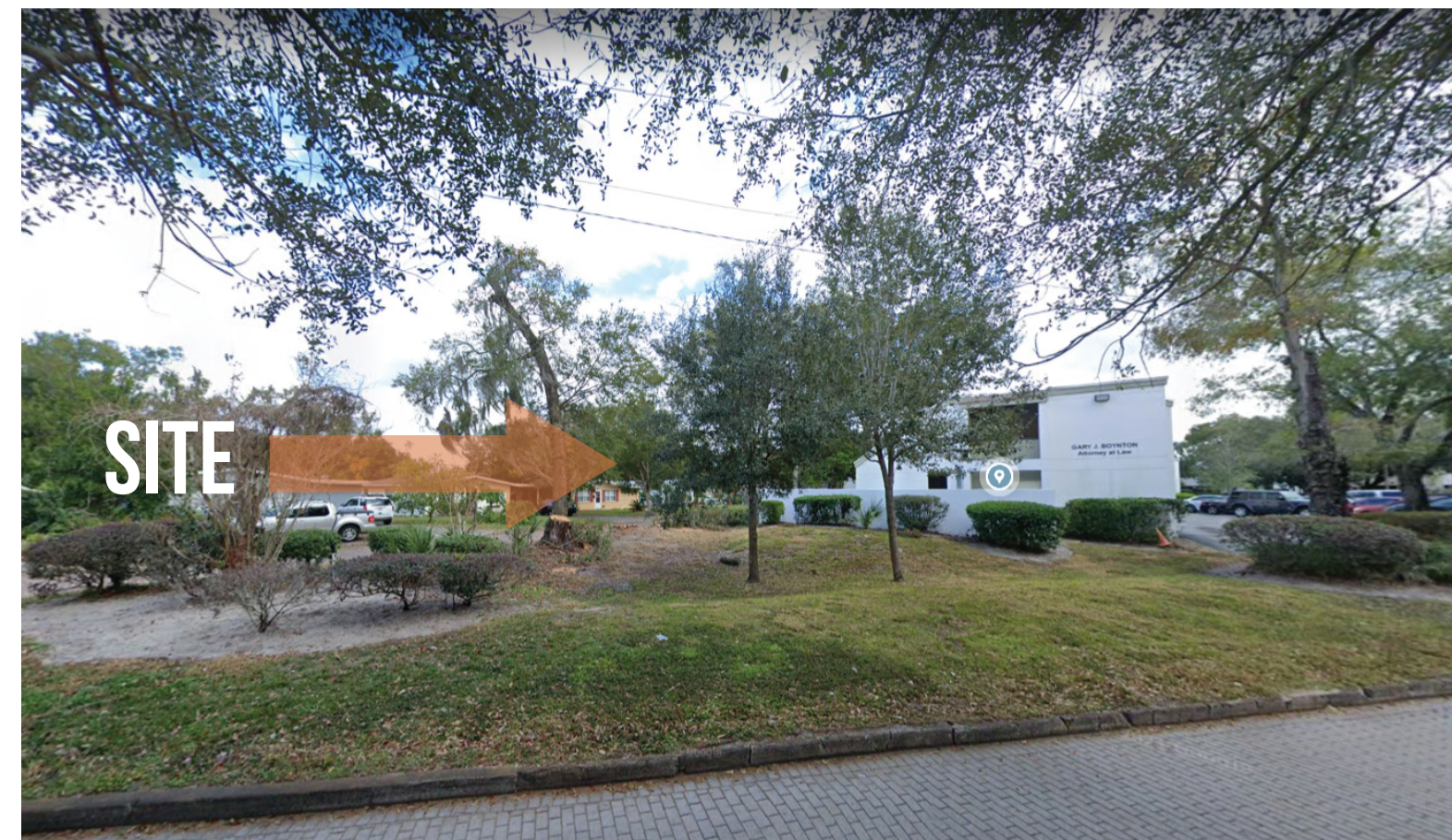




7

DESIGN PROPOSAL  
1150 LOUISIANA AVE, WINTER PARK, FL 32789

SITE PHOTOS



RENDERED SITE PLAN



LOCATION MAP



AERIAL VIEW





7

DESIGN PROPOSAL  
1150 LOUISIANA AVE, WINTER PARK, FL 32789

RENDERINGS



VIEW FROM LOUISIANA AVE



VIEW FROM DENNING DRIVE



FRONT BUILDINGS VIEW



VIEW FROM WILMA AVE



AERIAL VIEW



# DESIGN PROPOSAL

1150 LOUISIANA AVE, WINTER PARK, FL 32789

# 7

## PROJECT DETAILS

6 - ONE STORY BUILDINGS

BLDG 1 : 2,245 SQ.

BLDGS 2-6 : 1,836 SQ.

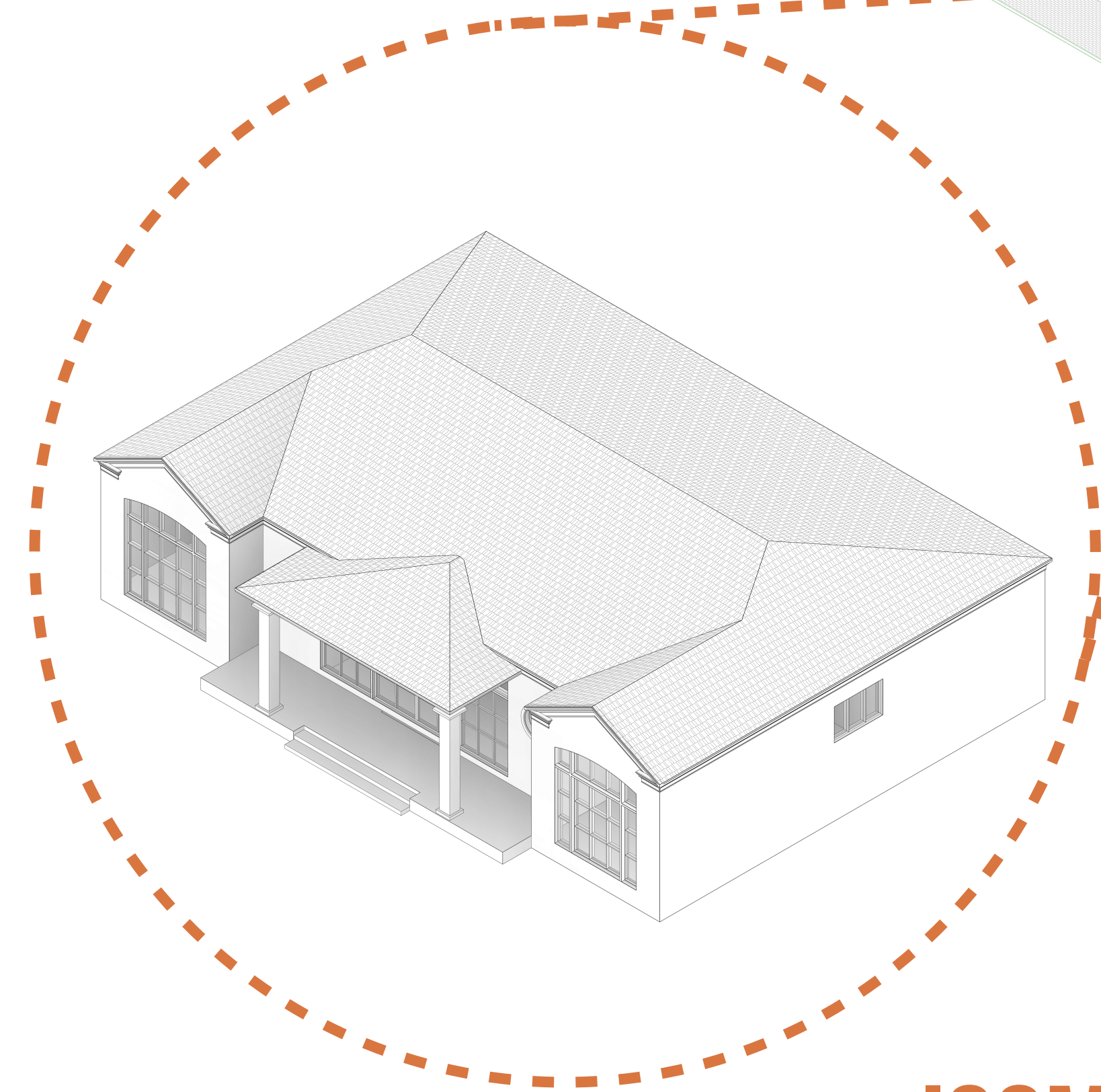
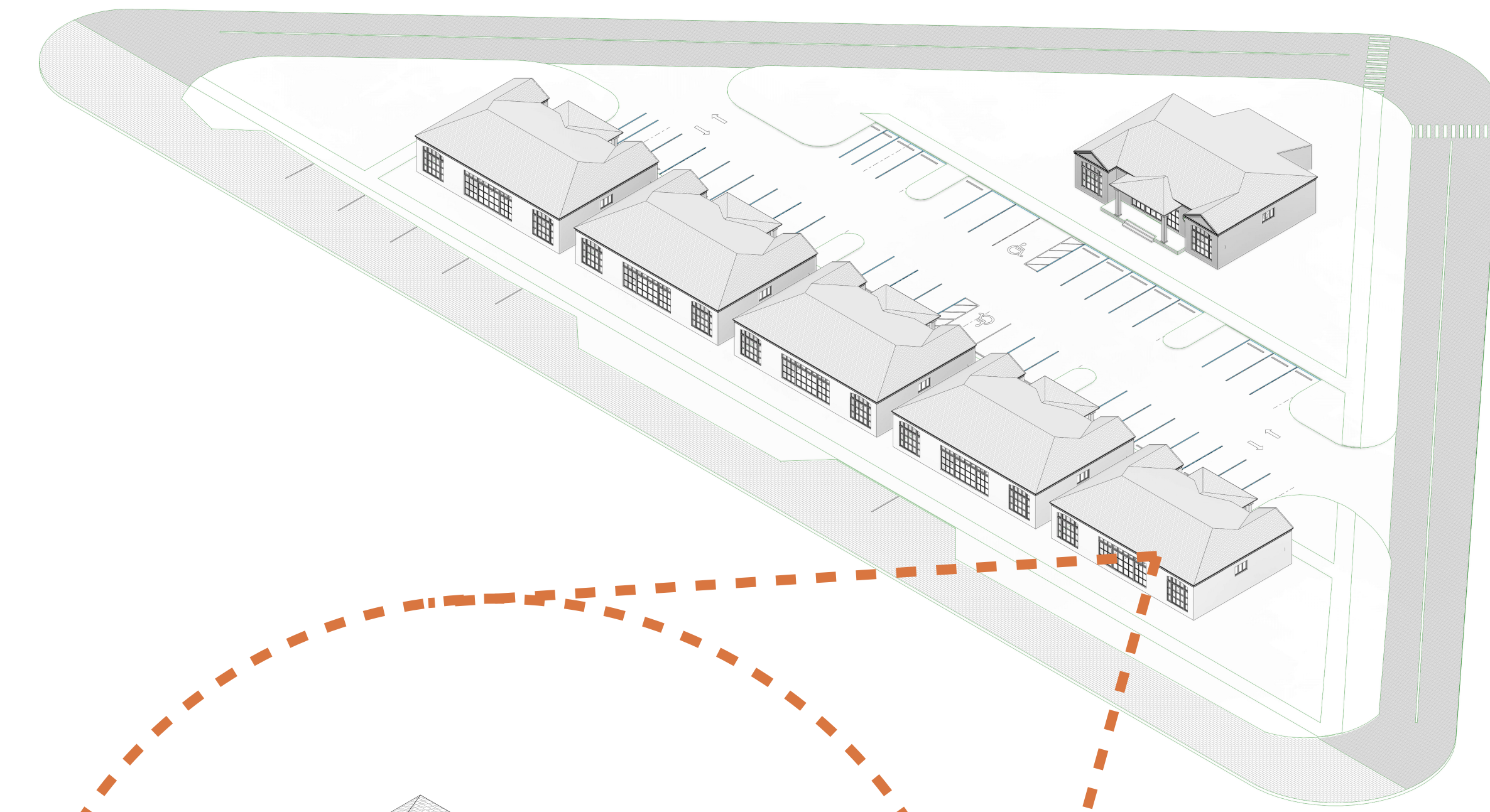
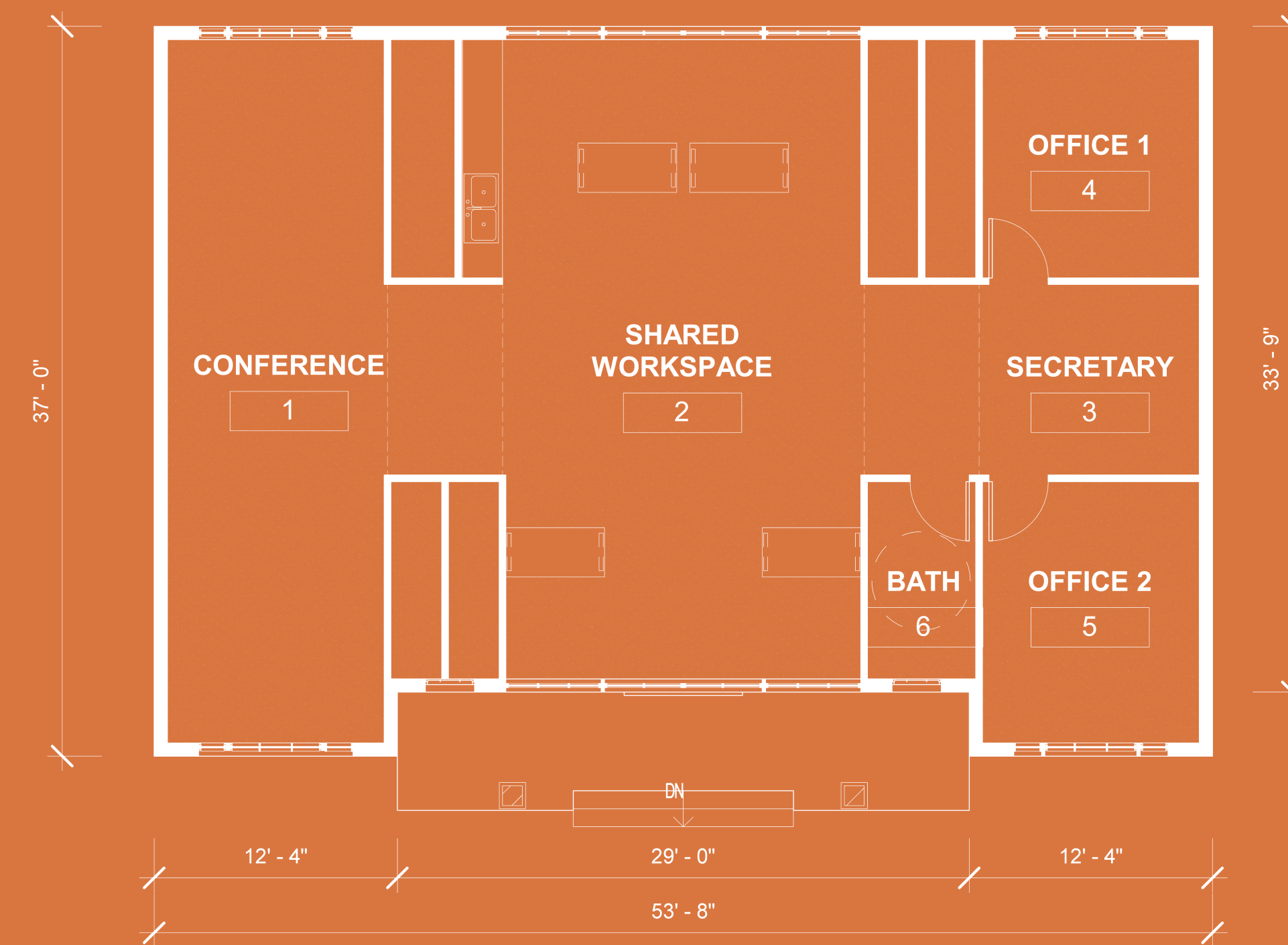
TOTAL PROJECT PARKING SPOTS: 48

ON SITE PARKING: 42

2 ADA PARKING

6 STREET PARKING

## FLOOR PLAN



## ISOMETRIC VIEW

## RENDERED ELEVATIONS



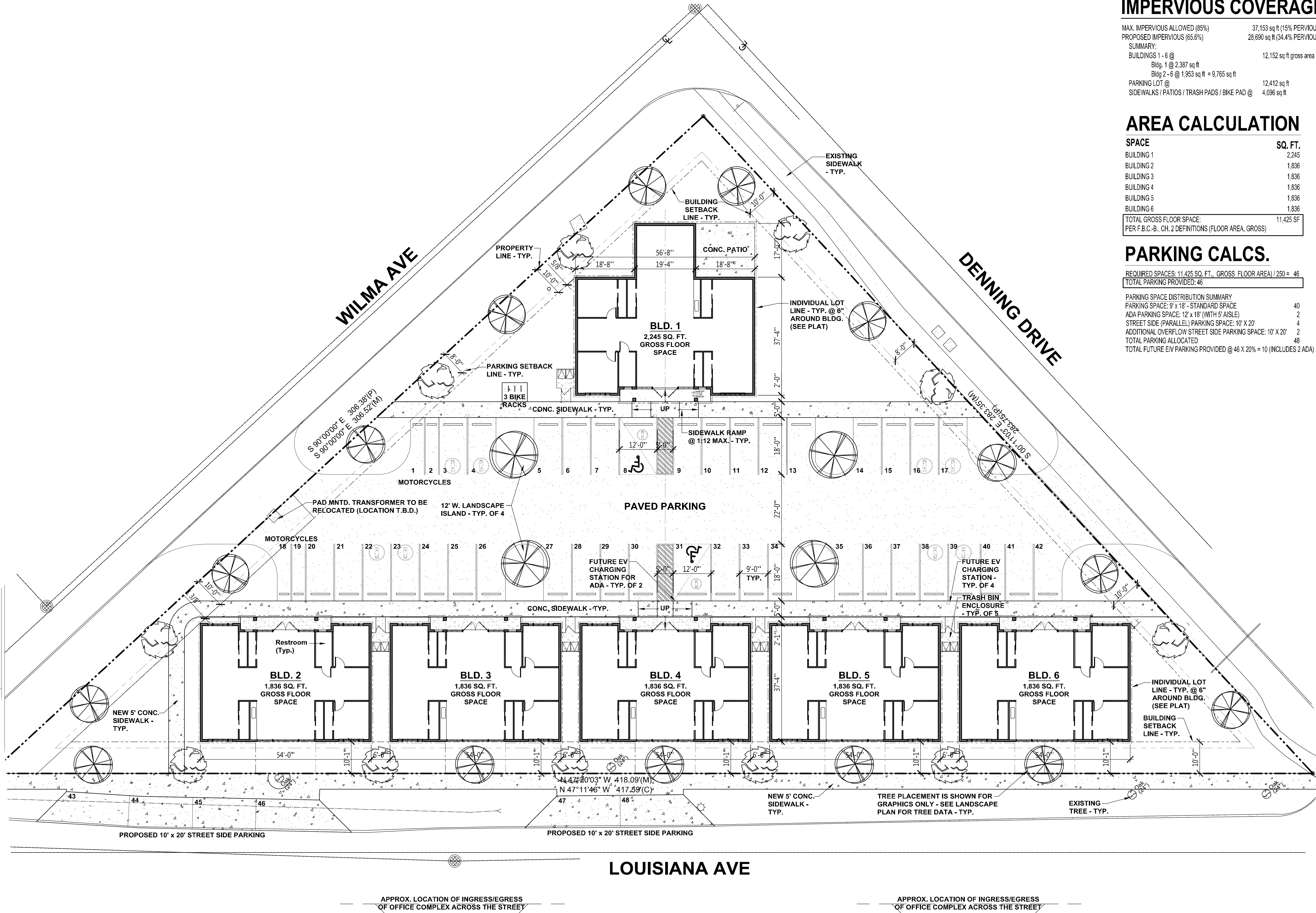


7

DESIGN PROPOSAL  
1150 LOUISIANA AVE, WINTER PARK, FL 32789

SITE PLAN

SCALE: 1/16" = 1'-0"



SITE ANALYSIS

PROPERTY ADDRESS:	1150 LOUISIANA AVE.
EXISTING ZONING:	COMMERCIAL
LOT AREA:	43,709 SQ. FT. (APPROX.)
FAR ALLOWED:	19,669 sq. ft. (45%)
FAR PROPOSED:	12,152 sq. ft. (27.8%)

IMPERVIOUS COVERAGE

MAX. IMPERVIOUS ALLOWED (88%)	37,153 sq. ft. (15% PERVIOUS)
PROPOSED IMPERVIOUS (65.8%)	28,690 sq. ft. (34.4% PERVIOUS)
SUMMARY:	
BUILDINGS 1 - 6 @	12,152 sq. ft. gross area
Bldg. 1 @ 2,387 sq. ft.	
Bldg. 2 - 6 @ 1,953 sq. ft. = 9,765 sq. ft.	
PARKING LOT @	12,412 sq. ft.
SIDEWALKS / PATIOS / TRASH PADS / BIKE PAD @	4,096 sq. ft.

AREA CALCULATION

SPACE	SQ. FT.
BUILDING 1	2,245
BUILDING 2	1,836
BUILDING 3	1,836
BUILDING 4	1,836
BUILDING 5	1,836
BUILDING 6	1,836
TOTAL GROSS FLOOR SPACE:	11,425 SF
PER F.B.C.-B., CH. 2 DEFINITIONS (FLOOR AREA, GROSS)	

PARKING CALCS.

REQUIRED SPACES: 11,425 SQ. FT., GROSS FLOOR AREA / 250 = 46	
TOTAL PARKING PROVIDED: 46	
PARKING SPACE DISTRIBUTION SUMMARY	
PARKING SPACE: 9' x 18' - STANDARD SPACE	40
ADA PARKING SPACE: 12' x 18' (WITH 5' AISLE)	2
STREET SIDE (PARALLEL) PARKING SPACE: 10' x 20'	4
ADDITIONAL OVERFLOW STREET SIDE PARKING SPACE: 10' x 20'	2
TOTAL PARKING ALLOCATED	48
TOTAL FUTURE E/V PARKING PROVIDED @ 46 X 20% = 10 (INCLUDES 2 ADA)	



BOARD OF ADJUSTMENT

April 20, 2022

Mr. Zane Williams  
Z Properties  
219 W Comstock Ave  
Winter Park, FL 32789

Dear Mr. Williams,

On April 19, 2022 the Board of Adjustment approved your request for a variance to allow a total of 42 parking spaces in lieu of the required 46 spaces in conjunction with the plans for a six-building, single-story office park located at 1150 Louisiana Avenue, zoned O-2. **Approval was NOT subject to any conditions.**

The subject property described as Parcel ID# 01-22-29-5250-00-001 as recorded in the Public Records of Orange County, Florida.

Located at 1150 Louisiana Avenue

Zoned: O-2

Please have your contractor bring a copy of this approval notice when applying for the construction permit for this variance.

If I can be of further assistance, please feel free to contact me.

Respectfully,



Nicholas W. Lewis  
Planner I  
407-599-3508

All variance(s) expire one year from the date of approval by the Board of Adjustment. Any extension requests must be received and heard prior to the expiration date. Requests to reinstate an expired variance are subject to any changes that have occurred in the Code. Requests to extend or reinstate a variance will require payment of fee and re-publication & re-hearing of the variance request.

April 19, 2022

# TO THE BOARD

CITY OF WINTER PARK

I write this letter to express my unwavering support for the proposed development by Z Properties located at 1150 Louisiana Avenue.

I have been a resident of Winter Park for over 12 years and have maintained a residence in the Park Grove area for all those years. Because of my home's proximity, I am intimately familiar with this area and its continued need for improvement to support Winter Parks commercial and residential needs.

Our family owns and operates one the of fastest growing privately held recruitment and staffing companies in the US for the past 4 years according to the Inc. 5000. Our company, Orange Tree Staffing, maintained a location in Winter Park since its founding in 2010. Over this term we occupied commercial office space downtown Winter Park until December 2021. To support our company's growth, we evaluated several locations in Winter Park. We considered the area around 1150 Louisiana Avenue when they had the square footage available to lease. Due to the lack of modern commercial real estate amenities to support the needs of today's businesses in Winter Park, we made the difficult decision to move our company to a location outside Winter Park.

I am strongly encouraging the board to grant this parking variance to Z Properties. Z Properties eye for thoughtful, low impact development, combined with their attention maintenance and ongoing care of properties is unrivaled in Winter Park.

Your approval will provide companies like Orange Tree Staffing the opportunity to expand and grow in the city where they began and encourage new companies to come to the city. As a resident who lives very close to this location, I look forward to seeing the development and improvement to our community that Z Properties is uniquely qualified to deliver.

Thank you for the opportunity to write this letter and show support for what Z Properties is requesting your approval for.

SINCERELY,

CRAIG SMITH

April 18, 2022

To Whom It May Concern,

I live in the Park Grove neighborhood near the development in question at 1150 Louisiana Avenue and I wanted to take the time to say something positive at a time when most like to say the contrary. I pass this property during my daily routine and see its current state and noticed the public hearing notice. I researched the project and found out it was Z Properties, who wants to redevelop six commercial buildings. I am very familiar with their work and commercial projects around town. I wanted to express my hope for your approval of the project and look forward to the redevelopment that Z Properties looks to complete.

Best,

A handwritten signature in cursive script, appearing to read "Jamie Cielewich".

Jamie Cielewich

661 Columbia Drive



April 15, 2022

City of Winter Park  
Attn.: City Commission  
401 South Park Avenue  
Winter Park, FL 32789

**Re: 1150 Louisiana Ave.  
Winter Park, FL 32789  
Z Properties Request for Variance**

Dear Winter Park City Commission:

Our law firm is a current tenant of Z Properties, and we have been working out of our office located at 1104 Solana Ave. for the past three years. Our firm is comprised of three attorneys, and our boutique construction-related practice operates out of approximately 1,800 square feet in that location. Our office is located approximately .2 miles from the above-referenced property which is the subject of Z Properties' proposal.


Although the parking for our office (both on- and off-site) is somewhat limited, we have found it to be more than ample for our team as well as the various clients, attorneys, consultants, and others who regularly visit. I have reviewed and am familiar with both the site plan and floorplans relative to Z's Louisiana project, which appear to be similar in size and intended use to our office. Based upon our experience at 1104 Solana, I would not anticipate the need for substantially more parking at the proposed Louisiana project.

In general, Z's proposed project at Louisiana appears to be quite promising, and would be quite a welcome revitalization and improvement upon the existing structures and property. Please feel free to contact me for additional information or any questions you may have with respect to the above. We very much look forward to Z's forthcoming development of its Louisiana project.

Respectfully,

*Eddie Baird*

Eddie Baird

From: **Jill Cotton** [jill@socointeriors.com](mailto:jill@socointeriors.com)   
Subject: 1150 Louisiana Avenue  
Date: April 19, 2022 at 4:24 PM  
To: Zane Williams [zane@2propertiesinc.com](mailto:zane@2propertiesinc.com)  
Cc: Chanel Vicari [chanel@2propertiesinc.com](mailto:chanel@2propertiesinc.com)



Hi Zane. I just wanted to send you a quick note wishing you luck on the variance approval for the Louisiana project. I have seen the site plan and elevations – so impressed and what a great addition to the neighborhood. We have seen so much positive change since we purchased our office building at 1215 Louisiana 8 years ago. Your project would take the area to a new level.

See you soon,

Jill



jill cotton  
president  
1215 louisiana avenue  
winter park, fl 32789  
tel: 407.644.4010  
[www.socointeriors.com](http://www.socointeriors.com)



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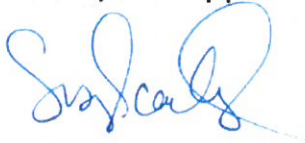
April 19, 2022

Re: Z Properties Louisiana Ave Project

City of Winter Park,

As a 25+ year resident of Winter Park I have seen many changes to our neighborhood. Living in Park Grove, on Granville Drive, we have seen many builders come into our neighborhood and surrounding area in an effort to update, remodel and improve our neighborhoods.

No one does this effort better than Zane Williams of Z Properties. Mr. Williams not only builds a beautiful home but maintains the integrity of the landscape and overall feel of our neighborhood and surrounding areas. Any home or building he builds adds value, charm and character to our homes and neighborhoods. We are always in support of his projects to enhance Winter Park.



Susy Scarlatos  
1445 Granville Drive  
Winter Park, FL 32789

April 18,2022

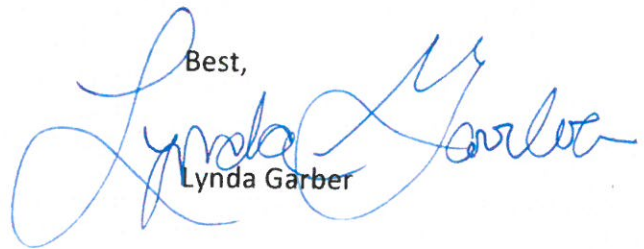
Board of Adjustments / City Commission,

My husband, Lamont and I are purchasing one of the buildings at 1150 Louisiana Avenue from Z Properties as part of their development project. We currently live at 394 Henkel Circle, which Z Properties designed and built for our family recently. We are beyond excited for this opportunity to work with Zane again.

We began working with Z Properties about three years ago when we started the design process for our custom home. Our family knows of Zane's ability to design a beautiful project that is small, yet well done. We love his eye for the intricate details, pushing the boundaries of what should be "the norm" and use of fun fabrics and colors.

We are moving our family office to this location and will have minimal staff and visitors. We are in support of the variance requested by Z Properties to continue with the development and hope that you all will too.

Best,

A handwritten signature in blue ink, appearing to read "Lynda Garber", is written over the printed name. The signature is fluid and cursive.

Lynda Garber

April 15, 2022

City Board Members,

I cannot think of anyone I would rather see develop the Louisiana property than Z Properties. Their talent for creating thoughtful, in scale commercial projects is unsurpassed in Central Florida. We are not in need of another faceless, over scaled building to occupy our streets. Please consider and approve their variance request.

Best,

Joanie Stoddard  
640 N. Park Avenue

From: **Carrie Rentz** [crantz@myrentzlaw.com](mailto:crantz@myrentzlaw.com)  
Subject: 1150 Louisiana Avenue  
Date: April 19, 2022 at 10:58 AM  
To: Chanel Vicari [chanel@zpropertiesinc.com](mailto:chanel@zpropertiesinc.com)

CR

Hi Chanel,

As you know, I live at 1880 Legion Drive, which is very close to your new project 1150 Louisiana Avenue. I am so excited Z Properties is doing this project as I know and love the beautiful work of Z Properties. I look forward to watching the project progress and can't wait to see the finished product!

Best,  
Carrie



**Carrie L. Rentz**  
Attorney at Law

O: (407) 900.2600  
E: [CRentz@MyRentzLaw.com](mailto:CRentz@MyRentzLaw.com)  
W: [www.MyRentzLaw.com](http://www.MyRentzLaw.com)



Good afternoon,

To the board I write you to express my unanimous support of the proposed development by Z Properties located at 1150 Louisiana Avenue.

I've been a resident in Winter Park for over 30 years, additionally I live in my primary residence just a few homes away from the proposed development.

It was brought to my attention that the project would meet approval except for a lack of a small amount of required parking spaces.

Furthermore, I was informed that the property requires 46 parking spaces however due to the layout of the new project only 42 can be accommodated. Clearly this being such a small amount this certainly should not be an obstacle or any reason not to approve this proposed development.

Let me start out by saying the property located on Louisiana Avenue has been poorly maintained and certainly not aesthetically pleasing. The property is in a unique position, and one would classify it as a transitional location between the commercial buildings to the West and the residential homes to the east on Denning.

The proposed development will be a significant improvement to the area not only aesthetically, but it will help with the transition that occurs between the commercial office buildings and the residential homes.

Over the past five years I cannot think of one example when parking was ever an issue; in fact the parking lot located at the current facility is never more than 20%-30% occupied. The lack of four required parking spots especially in this location and for this product should not be any reason to deny this proposal.

Additionally on a selfish note, suggest the members and the decision makers to drive just around the corner and look at the renovation that was completed just recently by the same developer, Z Properties, at the Solana Avenue warehouses.

The quality, craftsmanship and aesthetically pleasing design has certainly improved what I believe most people would agree was just an eyesore of an industrial warehouse!

This is the type of work that I expect to see approved throughout the city. I congratulate Z Properties for the bold initiative and the City Members for their support.

Thank you,  
Ira Kitograd  
731 Pansy Avenue  
Sent from my iPhone

18 April 2022

To Whom It May Concern,

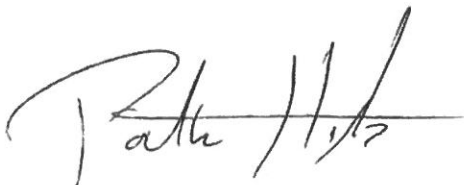
My name is Patrick Hughes and I'm a lifelong resident of Winter Park. I currently live at 1601 Summerland Avenue with my wife Katie and our two children, Hollyn and Beau. We are eagerly awaiting our third, arriving this summer.

The potential to work so near to my home and family is one of the aspects that made my decision to purchase space in the upcoming Louisiana Avenue project so easy; I love the thought of being able to walk or bike to work and the ease of stopping home to visit for lunch.

While on the subject of family, the office will be shared by my father, my sister and me as a space for design and planning associated with our family business. We do not anticipate large numbers of visitors and, accordingly, would not strain parking availability on the property.

I hope you will consider the request by Z Properties to approve this variance as it will help bring us that much closer to home and family.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read 'Patrick Hughes', with a stylized flourish at the end.

Patrick Hughes

April 13, 2022

Board of Adjustments,

As a resident of nearby Park Grove and someone who occupies a commercial space, I cannot speak highly enough of the opportunity you have to allow Z Properties to develop the land at 1150 Louisiana. Z properties' eye for thoughtful, low impact development, combined with their attention to maintenance and ongoing care of properties is unrivaled in Winter Park. While I understand a parking variance is required for the proposed development in front of you I don't see any strain on the property or surrounding streets given it's committed tenants. The additional of well-conceived, unobtrusive commercial buildings is lacking in our community.

The current codes would allow for a single, out of scale building on this site. I certainly do not want another of those as I leave my neighborhood and on a main entrance into our beautiful city.

I would strongly encourage you to grant this parking variance to Z Properties.

Best,

Dan Dias

1761 Legion Drive

April 11,2022

Dear Board Members,

My name is Ryan Bagley and I live at 1171 Mayfield Drive, here in Winter Park. In 2016, I began working with Zane Williams and the Z Properties team to design and build a home that would optimize my family's living situation. Zane's great care and attention to detail rival any custom homebuilders in Central Florida and his track record of building success in our city speaks for itself.

As a future occupant of one of the buildings, my daily business is conducted online and over the telephone, which is to say that I seldom require any face-to-face meetings. In short, I do not require additional parking beyond a space or two for myself and a guest.

Please consider my request and vote in favor of this variance; I think that you will find it to be a great long term decision, both developmentally and visually, for Winter Park.

Kind Regards,

Ryan Bagley





# City Commission **agenda item**

<b>item type</b> Public Hearings	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Jeffrey Briggs	<b>approved by</b> Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Requests of Richard Jennings for:

## **item list**

- Approval to subdivide or split the property at 1475 Berkshire Avenue, Zoned R-1A, into two buildable single-family lots. subject to variances for lot width and lot area and pursuant to a Historic Designation and preservation of the existing home, and
- Resolution to designate the property at 1475 Berkshire to the Winter Park Register of Historic Places.

## **motion / recommendation**

The Planning and Zoning Board has recommended Approval of the subdivision.

The Historic Preservation Board has recommended Approval of the historic designation.

## **background**

Richard Jennings with Nautilus Homes Central Florida (contractor) on behalf of Soukhavong Sourikone (owner) is requesting to subdivide the three platted lots (Lots 13, 14, and 15) at 1475 Berkshire Avenue in the Orwin Manor neighborhood, to redevelop as two individual single-family homes and to dedicate the existing home on the property as historic.

This request was unanimously recommended for denial at the April 5th P&Z meeting and subsequently withdrawn and revised for the current submission which has been re-advertised and re-noticed. On May 3rd, P&Z unanimously recommended approval of this revised application as it now commits to the historic designation and preservation of the existing PJ Ness House constructed in 1925, as a historic structure on the Winter Park Register of Historic Places.

The revised proposal is to divide off the eastern 52.5 feet as a new buildable lot, and to establish interior lot setbacks (on the west side of the new lot) of 5 feet to the first floor and 10 feet the second floor. The new home would observe the code required setbacks

for the east property line shared with their neighbor. The new subdivision will also create a nonconforming side setback for the existing detached garage associated on the historic home property. Approval of the subdivision will memorialize that garage with the 3 foot side setback, in lieu of the 5 feet as would be required by Code.

### **Zoning Test:**

The property has 150 feet of frontage along Berkshire Avenue and 130 feet of lot depth for a total lot area of 19,500 square feet. The applicant wants to divide the property into one 97.5-foot wide lot, including the PJ Ness House, with 12,675 square feet of lot area, and one 52.5-foot wide lot, with 6,825 square feet of lot area to construct a new single-family home. The R-1A zoning requires a minimum of 75 feet for interior lots, as well as 8,500 square feet of lot area. The smaller proposed lot requires variances for both lot width and lot area.

### **Justification for the Lot Dimension Variance**

The City's subdivision code specifically provides allowances for variances when they result in the designation and preservation of historic homes. That code section is cited below. Sec. 58-376 (f) Historic homes and live oak trees. The planning and zoning board and the city commission may consider the preservation and protection of historic homes and/or the preservation and protection of historic or specimen live oak trees as a special condition and circumstance pursuant to subsection (a)(1) for the purposes of granting variances to minimum lot sizes in conjunction with subdivisions or lot splits. In considering the preservation of an existing building, the historic preservation board shall first determine that the building is recommended for inclusion on the Winter Park Register of Historic Places and such listing and inclusion shall be required as a condition of such lot size variance and related subdivision or lot split approval. In consideration of the preservation of historic live oak tree(s), any such variance approval and related subdivision or lot split approval shall be conditioned upon the granting of a tree preservation easement to the city, with terms acceptable to the city, to ensure the preservation of such tree(s).

### **Historic Board Recommendation:**

On May 11th the Historic Preservation Board recommended approval of the designation of the existing 1925 Mediterranean Mission style home at 1475 Berkshire Avenue to the Winter Park Register of Historic Places.

### **alternatives / other considerations**

### **fiscal impact**

### **ATTACHMENTS:**

[1475 Berkshire Aerial Map.pdf](#)

ATTACHMENTS:

[Proposed Lot Layout\\_April 2022.pdf](#)

ATTACHMENTS:

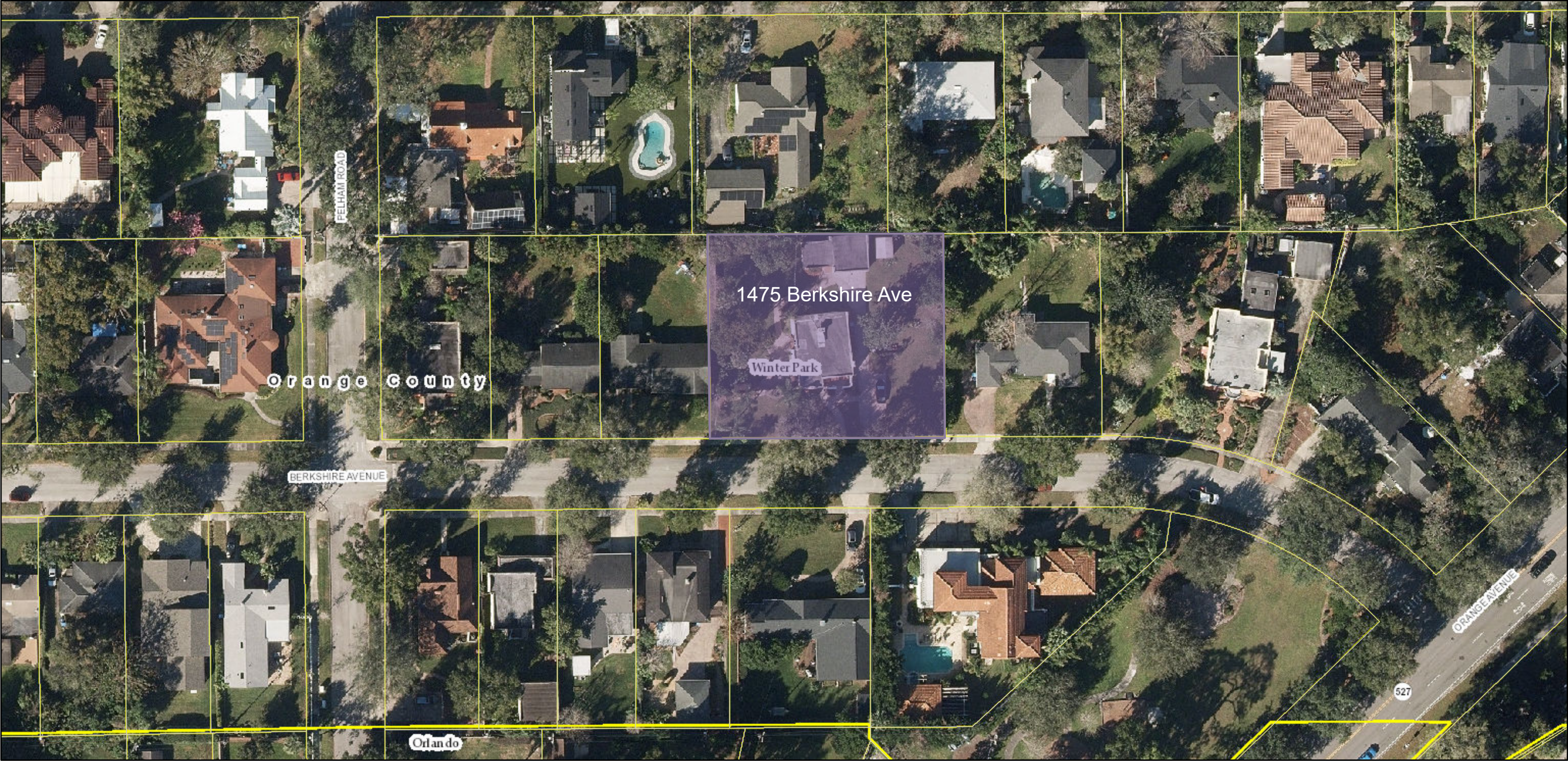
[Subdivision Comp Plan Policies.pdf](#)

ATTACHMENTS:

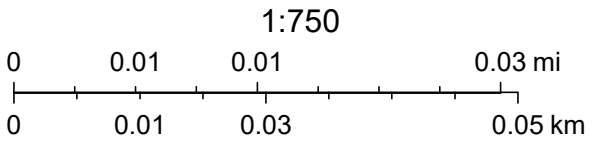
[Resolution\\_1475\\_Berkshire\\_Ave.doc](#)



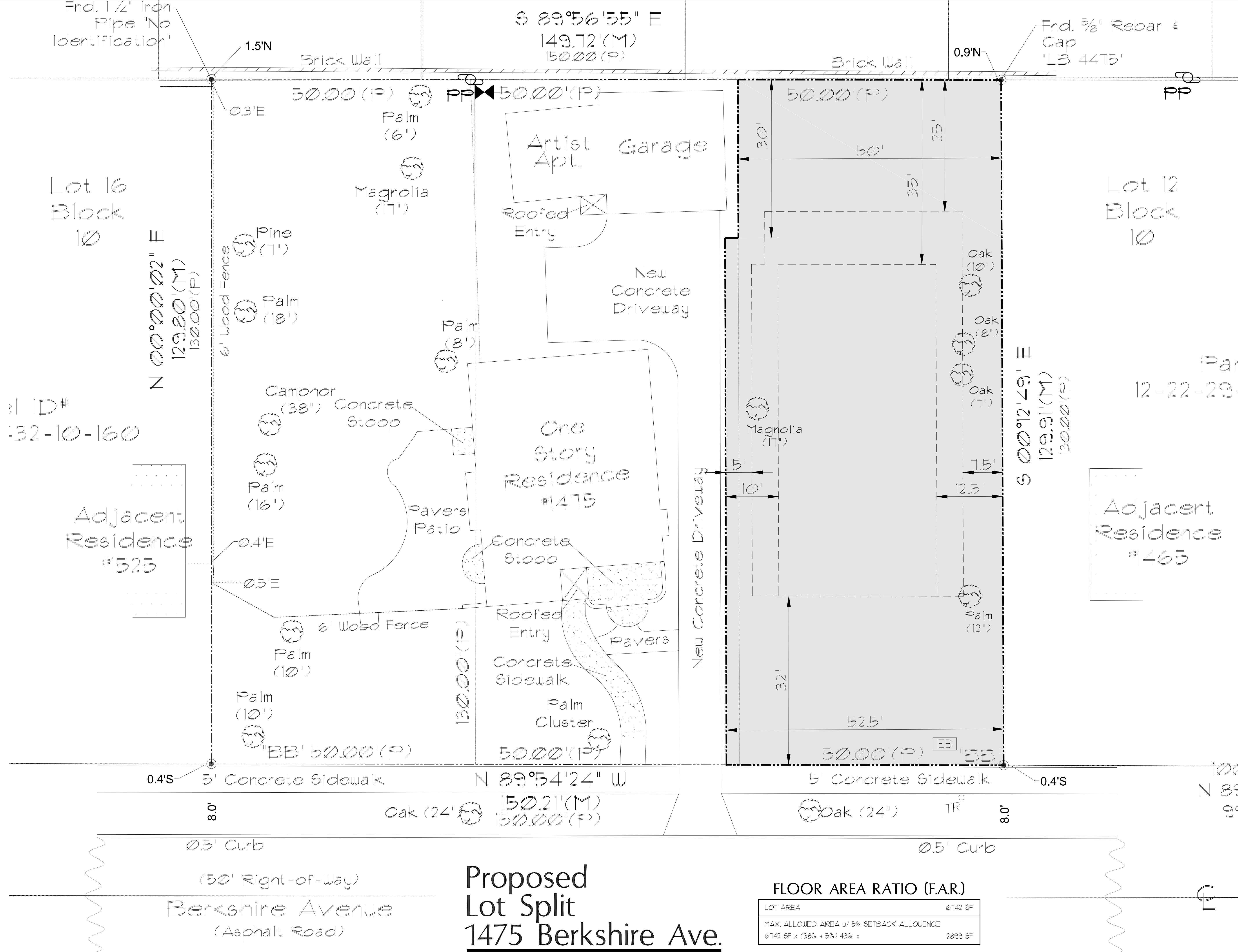
Sub #22-04 - 1475 Berkshire Ave



2/21/2022, 3:50:19 PM







Proposed  
Lot Split  
1475 Berkshire Ave.

SCALE: 1/8" = 1'-0"

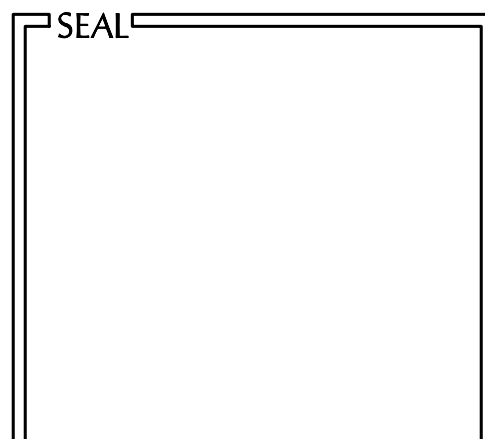
FLOOR AREA RATIO (F.A.R.)	
LOT AREA	6742 SF
MAX. ALLOWED AREA w/ 5% SETBACK ALLOWANCE	
6742 SF x (38% + 5%) 43% =	2899 SF

REVISIONS		
NO.	DATE	DESCRIPTION



111 OAK STREET  
ALTAMONTE SPRINGS  
FLORIDA, 32714  
PH (407) 421-5878

ENGINEERING  
William F. Stuhke, PhD  
Florida Professional Engineer #22150  
12215 Rebecca's Run Drive  
Winter Garden, FL 34787  
(407) 920-3119



PROJECT  
Proposed Lot Split to:  
1475 Berkshire Ave.  
Winter Park, Florida

DRAWN BY: KTB  
CHECKED BY: KTB  
SCALE: AS NOTED

DATE ISSUED: April 18, 2022  
FOR PRICING:  
FOR PERMIT:  
FOR CONSTRUCTION:

SHEET NO.  
**SP1**

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## **RELEVANT COMPREHENSIVE PLAN POLICIES:**

**Policy 1-5.2.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family & Low Density Multi-Family Property.** The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density that meet the adopted subdivision regulations. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio as a condition of approval in order to preserve neighborhood scale and character.

## **ARTICLE VI. - SUBDIVISION AND LOT CONSOLIDATION REGULATIONS**

### **Sec. 58-377. - Conformance to the comprehensive plan.**

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.

(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.

RESOLUTION 2262-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1475 BERKSHIRE AVENUE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1475 Berkshire Avenue with the existing home built in 1925 is an example of the architecture popular during that period.

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

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1475 Berkshire Avenue as a historic resource on the Winter Park Register of Historic Places, which shall be limited to Lots 15 and 14 (less the east 2.5 feet of Lot 14), Block 10, Orwin Manor, Westminster Section per Plat Book "J", Page 118 Public Records of Orange County.

SECTION 2. That the City Commission of the City of Winter Park in consideration of this voluntary request for historic designation of this property has approved the lot split of the east 52.5 feet of this property (Lot 15 and the east 2.5 feet of Lot 14) as a separate buildable single family lot for the purpose of building a new single family home and has also granted the variances necessary for the lot dimensions and setback variances to allow the new home on that 52.5 foot wide lot to have side setbacks on the west side of the new lot at 5 feet for one-story and 10 feet for two-story construction together with the any variances necessary for the proximity of the new lot line to the existing structures on the 1475 Berkshire Avenue property. Such new lot shall also be entitled to the full Floor area ratio for that property.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 25th day of May, 2022.

---

Phillip Anderson, Mayor

ATTEST:

---

Deputy City Clerk Kim Breland



# City Commission **agenda item**

item type Public Hearings	meeting date May 25, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

## subject

Ordinances amending pension plans (2nd reading)

## item list

- Ordinance 3243-22 - Amending Firefighters Pension Plan.
- Ordinance 3244-22 - Amending Police Officers Pension Plan.

## motion / recommendation

Approve proposed amendments to fire and police pension plans

## background

The proposed fire and police pension ordinance amendments improve the in line of duty death benefit to a minimum of 42% of the Member's compensation. This equals the 42% minimum benefit provided firefighters and police officers in the event of a disability incurred in the line of duty that prevents the Member from being able to continue serving as a firefighter or police officer.

Below is a summary of the changes to in line of duty death benefits:

	Current Ordinance	Proposed Ordinance
Spouse is sole beneficiary	Life benefit equal to the greater of 30% of average monthly salary of the Member over the previous 12 month period, or the Member's unreduced accrued benefit	Life benefit equal to the greater of 42% of average monthly salary of the Member over the previous 12 month period, or the Member's unreduced accrued benefit



Non-spousal beneficiary, Member is vested but not yet eligible for normal or early retirement	Ten year benefit equal to the accrued benefit as of the date of death reduced for commencement prior to the early retirement date	Ten year benefit equal to the greater of 42% of average monthly salary of the Member over the previous 12 month period, or the Member's unreduced accrued benefit
Non-spousal beneficiary, Member is eligible for normal or early retirement	Life benefit determined as if the Member had retired the day before his death and elected 100% joint and survivor benefit	Life benefit determined as if the Member had retired the day before his death and elected 100% joint and survivor benefit. The minimum amount payable shall be 42% of the Average Final Compensation at the time of the Member's death.

Gabriel Roeder Smith has prepared actuarial impact statements for both plans. These changes are projected to increase the annual cost of the fire pension plan by \$1,980 or 0.04% of projected covered annual payroll. For the police pension plan, the increase in cost is projected to be \$2,396 or 0.05% of projected covered annual payroll.

In addition, both plans are being amended to change the required beginning date of minimum distribution of benefits in compliance with the Setting Every Community Up for Retirement Enhancement (SECURE) Act. There is no cost for this change.

#### **alternatives / other considerations**

Do not amend the line of duty death benefits. Only approve the SECURE Act compliance item of changing the required beginning date of minimum distribution of benefits.

#### **fiscal impact**

Annual required contributions from the City to the plans are projected to increase by \$1,980 for the fire pension plan and \$2,396 for the police pension plan.

#### **ATTACHMENTS:**

[Winter Park Firefighter Pension Ordinance 3243-22.pdf](#)

#### **ATTACHMENTS:**

[Winter Park Police Pension Ordinance 3244-22.pdf](#)

## ORDINANCE 3243-22

**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 74-156, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 74-157, PRE-RETIREMENT DEATH; AMENDING SECTION 74-160, OPTIONAL FORMS OF BENEFIT; AMENDING SECTION 74-166, DISTRIBUTION OF BENEFITS; 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 74-156, Benefit amounts and eligibility, subsection 6., *Required Distribution Date*, to read as follows:

**Sec. 74-156. - Benefit amounts and eligibility.**

\* \* \*

6. *Required Distribution Date.* The Member's benefit under this section for Members who reached age seventy and one-half (70 ½) on or before December 31, 2019, must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City. The Member's benefit under this Section for Members who reached age seventy and one-half (70 ½) after December 31, 2019, must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy-two (72) or the calendar year in which the Member terminates employment with the City.

**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, subsection 1., *Prior to Vesting or Eligibility for Retirement Death* and subsection 2., *Deceased Members Vested or Eligible for Retirement or Death In-Line of Duty* to read as follows:

Sec. 74-157. - Pre-retirement death.

1. Death Prior to Vesting or Eligibility for Retirement. The Beneficiary of a deceased Member who was not receiving monthly benefits or who was not yet vested or eligible for early or normal retirement and who did not die as a direct result of the performance of his duties as a firefighter, shall receive a refund of one hundred percent (100%) of the Member's Accumulated Contributions.
2. Deceased Members Vested or Eligible for Retirement; ~~Death In-Line of Duty~~. The Beneficiary of any Member who dies and who, at the date of his death was vested or eligible for early or normal retirement, ~~or who dies as a direct result of his duties as a firefighter,~~ shall be entitled to a benefit as follows:
  - A. With Non-Spouse Beneficiary.
    - (1) This subsection 2.A. applies only when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary. If the Member was vested, but not eligible for normal or early retirement, the Beneficiary shall receive a benefit payable for ten (10) years. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death. The Beneficiary shall receive an immediate benefit, payable for ten (10) years, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.
    - (2) If the deceased Member was eligible for normal or early retirement, the Beneficiary shall receive a benefit payable for life determined as if the Member had retired the day before his death and elected the one hundred percent (100%) Joint and Survivor benefit.
    - (3) A Beneficiary may elect to receive an actuarial equivalent life benefit and the Board may elect to make a lump sum payment pursuant to Section 74-160. subsection 7.
    - (4) A Beneficiary may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased Member's Accumulated Contributions.
    - (5) If a surviving Beneficiary commences receiving a benefit under subsection (1) or (2) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving Beneficiary's estate by December 31 of the calendar year of the Beneficiary's death in a lump sum.
    - (6) If there is no surviving Beneficiary as of the Member's death, and the estate is to receive the benefits, the actuarial equivalent of the Member's entire

interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

- (7) The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.

B. This subsection 2.B. applies only when the Member's Spouse is the sole designated Beneficiary.

- (1) If the Member was vested, but not eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten (10) years, beginning on the date that the deceased Member would have been eligible for early or normal retirement, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death and reduced as for early retirement, if applicable. The Spouse Beneficiary may also elect to receive an immediate benefit, payable for ten (10) years, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.
- (2) If the deceased Member was eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for life determined as if the Member had retired the day before his death and elected the one hundred percent (100%) Joint and Survivor benefit.
- (3) ~~In the event the Member dies as a direct result of the performance of his duties as a Firefighter, (1) and (2) above shall not apply and the Spouse Beneficiary shall receive a life benefit equal to the greater of i) thirty percent (30%) of the average monthly Salary of the Member over the previous twelve (12) month period, or ii) the Member's unreduced accrued benefit.~~
- (4) A Spouse Beneficiary may not elect an optional form of benefit; however, the Board may elect to make a lump sum payment pursuant to Section 74-160, subsection 7.
- ~~(4)(5)~~ A Spouse Beneficiary may, in lieu of any benefit provided for in (1) above, elect to receive a refund of the deceased Member's Accumulated Contributions.

3. Death In-Line of Duty. In the event a Member dies as a natural and proximate result of a personal injury, illness, or disease arising out of and in the course of his employment with the City, and the Board of Trustees finds that his death, injury, illness or disease resulting in death is the result of his actual performance of his duties as a firefighter, subsections 1 and 2 in this section shall not apply.



A. This subsection shall apply only if the Member's Spouse is the sole designated Beneficiary.

(1) The Spousal Beneficiary shall receive a benefit payable for their life equal to the greater of: i) forty-two percent (42%) of the average monthly Salary of the Member over the previous twelve (12) month period; or ii) the Member's unreduced accrued benefit at the time of death.

(2) A Spousal Beneficiary may not elect an optional form of benefit; however, the Board may elect to pay a lump sum benefit payment pursuant to Section 74-160, subsection 7.

(3) A Spousal Beneficiary may, in lieu of any benefit provided for in (1) here, elect to receive a refund of the deceased Member's Accumulated Contributions.

B. This subsection only applies when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary.

(1) In the event a Member was not vested, or if the Member was vested but not yet eligible for normal or early retirement, the Member's Beneficiary shall receive a benefit payable for ten (10) years, that is equal to the greater of: i) forty-two percent (42%) of the average monthly Salary of the Member over the previous twelve (12) month period; or ii) the Member's unreduced accrued benefit at the time of death.

(2) If the member was vested and had attained eligibility for normal or early retirement, the Beneficiary shall receive a benefit payable for life determined as if the Member had retired the day before his death and elected the one hundred percent (100%) Joint and Survivor benefit. The minimum amount payable to such deceased Member shall be forty-two percent (42%) of the Average Final Compensation of the Member at the time of their death.

(3) If there are multiple named Beneficiaries, each shall receive an equal portion of the total benefit, unless the Member has specified a different allocation percentage to each such named beneficiaries.

(4) A Beneficiary may, in lieu of any benefit provided for in subsection (1) here, elect to receive a refund of the deceased Member's Accumulated Contributions.

- C. The board shall determine whether death occurred as a direct result of the performance of duties as a firefighter and the In-Line of Duty Presumptions in Section 74-158, subsection 2, shall apply.

**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 74-160, Optional forms of benefits, subsection 5., to read as follows:

**Sec. 74-160. - Optional forms of benefits.**

\* \* \*

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:
- A. If a Member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 74-157.
  - B. If the designated Beneficiary (or Beneficiaries) or joint pensioner dies before the Member's Retirement under the System, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the Member upon his Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary is designated by the Member prior to his Retirement.
  - C. If both the Retiree and the Beneficiary (or Beneficiaries) designated by Member or Retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection 1, the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 74-161.
  - D. If a Member continues beyond his normal retirement date pursuant to the provisions of Section 74-156, subsection 1, and dies prior to his actual retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a Beneficiary (or Beneficiaries) designated by the Member in the amount or amounts computed as if the Member had retired under the option on the date on which his death occurred.
  - E. The Member's benefit under this Section, for Members who reached age seventy and one-half (70 ½) on or before December 31, 2019, must begin to be

distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City. The Member's benefit under this Section, for Members who reached age seventy and one-half (70 ½) after December 31, 2019, must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy-two (72), or the calendar year in which the Member terminates employment with the City.

**SECTION 4:** 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 74-166, Distribution of benefits, subsection 2., *Time and Manner of Distribution*, to read as follows:

**Sec. 74-166. - Distribution of benefits.**

\* \* \*

2. *Time and Manner of Distribution.*

- A. *Required Beginning Date.* ~~The Member's entire~~ The entire interest of a Member who reached age seventy and one-half (70 ½) on or before December 31, 2019, will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City. The entire interest of a Member who reached age seventy and one-half (70 ½) after December 31, 2019, will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy-two (72). or the calendar year in which the Member terminates employment with the City.
- B. *Death of Member Before Distributions Begin.* If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:
- (1) If the ~~Member's~~ surviving spouse of a Member who reached age seventy and one-half (70 ½) on or before December 31, 2019, is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the

calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age seventy and one-half (70½), if later, as the surviving spouse elects. If the surviving spouse of a Member who reached age seventy and one-half (70 ½) after December 31, 2019, is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age seventy-two (72), if later, as the surviving spouse elects.

**SECTION 5:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Park.

**SECTION 6:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 7:** 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 8:** That this Ordinance shall become effective upon adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 25<sup>th</sup> day of May, 2022.

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Mayor Phillip M. Anderson

Attest:

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Deputy City Clerk Kim Breland



## ORDINANCE 3244-22

**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 74-206, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 74-207, PRE-RETIREMENT DEATH; AMENDING SECTION 74-210, OPTIONAL FORMS OF BENEFIT; AMENDING SECTION 74-215, MINIMUM DISTRIBUTION OF BENEFITS; 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 74-206, Benefit amounts and eligibility, subsection 6., *Required Distribution Date*, subsection 3., to read as follows:

**Sec. 74-206. - Benefit amounts and eligibility.**

\* \* \*

6. Required Distribution Date. The Member's benefit under this Section for Members who attain age seventy and one-half (70 ½) on or before December 31, 2019, must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City. The Member's benefit under this Section for Members who attain age seventy and one-half (70 ½) after December 31, 2019, must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy-two (72) or the calendar year in which the Member terminates employment with the City.

**SECTION 2:** 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 74-207, Pre-retirement death, subsection 1., *Prior to Vesting or Eligibility for Retirement Death* and subsection 2., *Deceased Members Vested or Eligible for Retirement or Death In-Line of Duty* to read as follows:

**Sec. 74-207. - Pre-retirement death.**

1. ~~Death~~ Prior to Vesting or Eligibility for Retirement ~~Death~~. The Beneficiary of a deceased Member who was not receiving monthly benefits or who was not yet vested or eligible for early or normal retirement and who did not die as a direct result of the performance of his duties as a police officer, shall receive a refund of one hundred percent (100%) of the Member's Accumulated Contributions.
2. Deceased Members Vested or Eligible for Retirement ~~or Death In Line of Duty~~. The Beneficiary of any Member who dies and who, at the date of his death was vested or eligible for early or normal retirement, ~~or who dies as a direct result of his duties as a police officer~~, shall be entitled to a benefit as follows:
  - A. With Non-Spouse Beneficiary. This subsection 2.A. applies only when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary.
    - (1) This subsection 2.A. applies only when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary. If the Member was vested, but not eligible for normal or early retirement, the Beneficiary shall receive a benefit payable for ten (10) years. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death. The Beneficiary shall receive an immediate benefit, payable for ten (10) years, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.
    - (2) If the deceased Member was eligible for normal or early retirement, the Beneficiary shall receive a benefit payable for life determined as if the Member had retired the day before his death and elected the one hundred percent (100%) Joint and Survivor benefit.
    - (3) A Beneficiary may elect to receive an actuarial equivalent life benefit and the Board may elect to make a lump sum payment pursuant to Section 74-210, subsection 7.
    - (4) A Beneficiary may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased Member's Accumulated Contributions.
    - (5) If a surviving Beneficiary commences receiving a benefit under subsection (1) or (2) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving Beneficiary's estate by December 31 of the calendar year of the Beneficiary's death in a lump sum.

- (6) If there is no surviving Beneficiary as of the Member's death, and the estate is to receive the benefits, the actuarial equivalent of the Member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
  - (7) The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.
- B. This subsection 2.B. applies only when the Member's Spouse is the sole designated Beneficiary.
- (1) If the Member was vested, but not eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten (10) years, beginning on the date that the deceased Member would have been eligible for early or normal retirement, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death and reduced as for early retirement, if applicable. The Spouse Beneficiary may also elect to receive an immediate benefit, payable for ten (10) years, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.
  - (2) If the deceased Member was eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for life determined as if the Member had retired the day before his death and elected the one hundred percent (100%) Joint and Survivor benefit.
  - (3) ~~In the event the Member dies as a direct result of the performance of his duties as a Police Officer, (1) and (2) above shall not apply and the Spouse Beneficiary shall receive a life benefit equal to the greater of i) thirty percent (30%) of the average monthly Salary of the Member over the previous twelve (12) month period, or ii) the Member's unreduced accrued benefit.~~
  - (4) A Spouse Beneficiary may not elect an optional form of benefit; however, the Board may elect to make a lump sum payment pursuant to Section 74-210, subsection 7.
  - ~~(4)~~(5) A Spouse Beneficiary may, in lieu of any benefit provided for in (1) above, elect to receive a refund of the deceased Member's Accumulated Contributions.
3. Death In-Line of Duty. In the event a Member dies as a natural and proximate result of a personal injury, illness, or disease arising out of and in the course of his employment with the City, and the Board of Trustees finds that his death, injury,

illness or disease resulting in death is the result of his actual performance of his duties as a police officer, subsections 1 and 2 in this section shall not apply.

A. This subsection shall apply only if the Member's Spouse is the sole designated Beneficiary.

(1) The Spousal Beneficiary shall receive a benefit payable for their life equal to the greater of i) forty two percent (42%) of the average monthly Salary of the Member over the previous twelve (12) month period, or ii) the Member's unreduced accrued benefit at the time of death.

(2) A Spousal Beneficiary may not elect an optional form of benefit; however, the Board may elect to pay a lump sum benefit payment pursuant to Section 74-210, subsection 7.

(3) A Spousal Beneficiary may, in lieu of any benefit provided for in (1) here, elect to receive a refund of the deceased Member's Accumulated Contributions.

B. This subsection only applies when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary.

(1) If the member was not vested, or if the Member was vested but not yet eligible for normal or early retirement, the Member's Beneficiary shall receive a benefit payable for ten (10) years, that is equal to the greater of i) forty two percent (42%) of the average monthly Salary of the Member over the previous twelve (12) month period, or ii) the Member's unreduced accrued benefit at the time of death.

(2) If the member was vested and had attained eligibility for normal or early retirement, the Beneficiary shall receive a benefit payable for life determined as if the Member had retired the day before his death and elected the one hundred percent (100%) Joint and Survivor benefit. The minimum amount payable to such Member shall be forty-two percent (42%) of the Average Final Compensation of the Member at the time of their death.

(3) If there are multiple named Beneficiaries, each shall receive an equal portion of the total benefit, unless the Member has specified a different allocation percentage each such named beneficiaries.

(4) A Beneficiary may, in lieu of any benefit provided for in subsection (1) here, elect to receive a refund of the deceased Member's Accumulated Contributions.



- C. The board shall determine whether death occurred as a direct result of the performance of duties as a police officer and the In-Line of Duty Presumptions in Section 74-208, subsection 2, shall apply.

**SECTION 3:** 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 74-210, Optional forms of benefits, subsection 5., to read as follows:

**Sec. 74-210. - Optional forms of benefits.**

\* \* \*

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:
- A. If a Member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 74-207.
  - B. If the designated Beneficiary (or Beneficiaries) or joint pensioner dies before the Member's Retirement under the System, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the Member upon his Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary is designated by the Member prior to his Retirement.
  - C. If both the Retiree and the Beneficiary (or Beneficiaries) designated by Member or Retiree die before the full payment has been affected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection 1, the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 74-211.
  - D. If a Member continues beyond his normal retirement date pursuant to the provisions of Section 74-206, subsection 1, and dies prior to his actual Retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a Beneficiary (or Beneficiaries) designated by the Member in the amount or amounts computed as if the Member had retired under the option on the date on which his death occurred.
  - E. The Member's benefit under this Section, for Members who attain age seventy and one-half (70 ½) on or before December 31, 2019, must begin to be

distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City. The Member's benefit under this Section, for Members who reached age seventy and one-half (70 ½) after December 31, 2019, must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy-two (72) or the calendar year in which the Member terminates employment with the City.

**SECTION 4:** 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 74-216, Minimum distribution of benefits, subsection 2., *Time and Manner of Distribution*, to read as follows:

**Sec. 74-216. - Minimum distribution of benefits.**

\* \* \*

2. Time and Manner of Distribution.

- A. Required Beginning Date. ~~The Member's entire~~ The entire interest of a Member who attain age seventy and one-half (70 ½) on or before December 31, 2019, will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City. The entire interest of a Member who reached age seventy and one-half (70 ½) after December 31, 2019, will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy two (72) or the calendar year in which the Member terminates employment with the City.
- B. Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:
  - (1) If the ~~Member's~~ surviving spouse of a Member who would have attained age seventy and one-half (70 ½) on or before December 31, 2019, is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately

following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age seventy and one-half (70½), if later, as the surviving spouse elects. If the surviving spouse of a Member who reached age seventy and one-half (70 ½) after December 31, 2019, is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age seventy two (72), if later, as the surviving spouse elects.

- (2) If the Member's surviving spouse is not the Member's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.
- (3) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- (4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B., distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

**SECTION 5:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Winter Park.

**SECTION 6:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 7:** 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 8:** That this Ordinance shall become effective upon adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 25th day of May, 2022.

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Mayor

Attest:

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Deputy City Clerk Kim Breland





# City Commission **agenda item**

<b>item type</b> Public Hearings	<b>meeting date</b> May 25, 2022
<b>prepared by</b> Michelle del Valle	<b>approved by</b> Michelle del Valle, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b>	

## **subject**

Ordinance - Amending Chapter 2 regarding the membership, functions, duties and procedures of subsidiary city boards. (1st Reading)

## **motion / recommendation**

Approve first reading of the ordinance.

## **background**

The City Commission recently discussed procedures and duties for subsidiary advisory boards. This ordinance modifies the code to reflect the changes collectively agreed upon by the Commission.

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[Board Ordinance 05-19-2022.doc](#)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK FLORIDA,  
AMENDING DIVISIONS 1 AND 2 OF CHAPTER 2, ARTICLE III OF THE  
CITY OF WINTER PARK CODE OF ORDINANCES REGARDING  
SUBSIDIARY CITY BOARDS AND THE MEMBERSHIP, FUNCTIONS,  
DUTIES AND PROCEDURES OF SUBSIDIARY CITY BOARDS;  
PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND  
AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to amend Divisions 1 and 2 of Chapter 2, Article III of the City of Winter Park Code of Ordinance to address quorum requirements, virtual attendance at meetings, financial disclosure requirements, meeting procedures, rules of conduct and order and decorum; and

**WHEREAS**, the City determines the amendments to the code set forth herein are in the best interest of the City.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, HEREBY ORDAINS AS FOLLOWS:**

Section 1.     Recitals. The recitals set forth above are hereby adopted and incorporated by reference.

Section 2.     Amendment/Adoption. Division 1 and 2 of Chapter 2, Article III of the City of Winter Park Code of Ordinances is hereby amended to read as follows: (underlined language are additions; ~~stricken through~~ language are deletions; provisions and sections not included are not being amended):

**ARTICLE III. - SUBSIDIARY BOARDS OF THE CITY OF WINTER PARK**

**DIVISION 1. ESTABLISHMENT OF CITY BOARDS**

**Sec. 2-46. Establishment of city boards.**

There shall be established in this division all boards of the City of Winter Park. If a board is required to be in existence by Florida Statute or City Charter, the section providing for the board shall so provide, as well as any special requirements. If, by Florida Statute or Charter there is a requirement with respect to the board that is different than the general rules in this chapter and article, then the requirements of state statute and the Charter shall control.

**Sec. 2-47. List and size of boards established.**

The general requirements for boards are specified in division 2 herein and the board specific requirements are specified in division 3. Unless otherwise provided by the City Charter, state law, other ordinance or this article, each board shall have seven members. The following boards are established:

- 
- (1) Board of adjustments;
  - (2) Civil service board (also sits as the independent personnel review board);
  - (3) Code compliance board (which also sits as the nuisance abatement board and performs the functions of a code enforcement board pursuant to F.S. ch. 162);
  - (4) Community redevelopment agency;
  - (5) Community redevelopment advisory board;
  - (6) Construction board of adjustments and appeals;
  - (7) Economic development advisory board;
  - (8) Historic preservation board;
  - (9) Housing authority board;
  - (10) Keep Winter Park beautiful and sustainable advisory board;
  - (11) Lakes and waterways ~~advisory~~ board;
  - (12) Parks and recreation advisory board;
  - (13) Transportation advisory board;
  - (14) Planning and zoning board;
  - (15) Public art advisory board;
  - (16) Utilities advisory board;
  - (17) Winter Park Firefighters' pension board;
  - (18) Winter Park Police Officers' pension board;
  - (19) Orange Avenue overlay appearance review advisory board;
  - (20) Tree preservation board.
  - (21) Lake Killarney ~~advisory~~ board.
  - (22) Winter Pines Golf Course Advisory Board.

## DIVISION 2. GENERALLY

### Sec. 2-48. General rules applicable to subsidiary boards and ad hoc committees of the City of Winter Park.

- (a) Appointment of members.
- (1) With the exception of the civil service board and as otherwise provided by ordinance, including as may be set forth in this article, pursuant to Section 2.19(c), City Charter, the members of all boards of the city shall be appointed as described in Section 2.19(a), City Charter generally at the second regular city commission meeting occurring after the mayor or city commissioner responsible for making an appointment(s) is sworn in for a new term of office; however, this provision does not prevent the mayor or city commissioner from delaying a decision on appointments for which they have responsibility.
  - (2) For boards and ad hoc committees appointed pursuant to Section 2.19(a), City Charter, each membership position on a city board and ad hoc committee will be assigned seat numbers 1 through 7. Seats number 1 through 4 will be those positions appointed by each of the city commissioners with the same corresponding seat number (e.g., city commissioner holding seat no. 1 will appoint seat no. 1 on each city board and ad hoc committee, etc.). Seats 5 through 7 will be those positions appointed by the mayor.
  - (3) When considering appointments, the mayor and city commissioners should take into consideration for applicable boards or ad hoc committees as set forth in this article, specialized knowledge or vocations required or desired for persons serving on boards or ad hoc committees.
  - (4) The city commission may adopt rules governing the process for making nominations and appointments to board or ad hoc committee positions appointed by the city commission as a body to the extent not inconsistent with general law, the Charter or any ordinance.
- (b) Removal of members. Members of city boards and ad hoc committees are subject to removal, with or without cause, at any time. Members of city boards or ad hoc committees whose seats are appointed by the mayor shall serve at the mayor's pleasure. Members of city boards or ad hoc committees whose seats are appointed by a city commissioner shall serve at the pleasure of the city commissioner holding the commission seat that appointed the member. Members of city boards or ad hoc committees whose seats are appointed by the city commission shall serve at the pleasure of the city commission. This provision is intended to be supplemental to, and not in conflict with, the provisions of F.S. § 112.501 which concerns the procedure for removal or suspension of a member of a municipal board for cause. In instances when a member is removed for cause, the procedures in F.S. § 112.501 shall apply.
- (c) Resignations. Members of all boards and ad hoc committees shall be entitled to resign at any time by delivery of written notice thereof to the city commission.
- (d) Quorum. A quorum shall be established if at least a majority of the total board or ad hoc committee membership is ~~physically~~ in attendance at a meeting. There must be at least a majority of the total board in physical attendance at a meeting in which a quasi-judicial decision of the board is made; once a physical attendance quorum is established other members of the board may attend the meeting virtually and participate and vote on quasi-judicial decisions. A board or ad hoc committee member who has declared a voting conflict and abstains from voting shall count for establishing the quorum if that member is ~~physically~~ present at the meeting. For a motion to be approved, at least a majority of the members present at a board or ad hoc committee meeting in which a quorum has been established must vote in favor of such motion; except that the provisions of this sentence do not apply to boards requiring a different minimum vote requirement as set forth in other portions of this article or as otherwise required by law. If a quorum is not present, the members of a board or ad hoc committee in attendance at a meeting may take action to continue agenda items to a future meeting and adjourn the meeting for lack of quorum. So long as a meeting is properly



noticed and is in compliance with the requirements of the Sunshine Law, less than a quorum of a board or ad hoc committee may meet for the purposes of discussion so long as there is no action or vote taken at such meeting and the issue discussed is not a quasi-judicial matter that was scheduled as a public hearing item.

- (e) Applicability of rules of ethics. No member shall take any action or vote if such vote or action is prohibited by a standard of conduct or voting conflict of interest as defined or prohibited in the code of ethics for public officers and employees stated in F.S. ch. 112 or if such action or vote is in violation of the Code of the City of Winter Park. The city attorney will conduct annual board orientation providing board members training in the areas of open government, public meetings, public records, ethics, ex parte communications, quasi-judicial proceedings and related matters.
- (f) Financial disclosure. Members of certain boards are required to file a financial disclosure in a manner that complies with financial disclosure as set forth in F.S. § 112.3145. The city clerk will monitor compliance in accordance with State Statute. Any member not complying with financial disclosure requirements will be removed from the board.
- (fg) Vacancies. When a vacancy in a board or ad hoc committee member seat occurs, the mayor, the city commissioner or the city commission as body who is responsible for appointing that member's seat or position shall promptly appoint a person to fill the vacancy. A vacancy shall be filled for the unexpired term of the member whose term becomes vacant.
- (gh) Representation by member of third parties. No member of a board or ad hoc committee shall represent a third party in any proceeding before such board to which the member belongs.
- (hi) Role and responsibility of members of subsidiary boards of the City of Winter Park. Members of subsidiary municipal boards shall have such authority as provided by law, including ordinances of the City of Winter Park and the City Charter. No member of a board shall exceed his or her delegated authority, and except to the extent Florida law or an ordinance or Charter provision expressly requires the board to perform an adjudicatory function as a quasi-judicial board, the function and duty of each subsidiary board and the members of those boards is limited to acting in an advisory capacity only, by which the members of the various city boards are authorized to receive and gather information, attend board meetings, and apply their best efforts to render advice and recommendations to the commission of the City of Winter Park in the interest of the city and its residents. Although city boards may make recommendations concerning provisions of the City Code, no member of a city board shall, by virtue of such office, have the authority to represent the City of Winter Park in any action to enforce the City Code or any provision thereof.
- (ij) Term in office and reappointment. Unless otherwise required by Florida Statutes, City Charter or as otherwise provided by ordinance, each member of the city's boards shall have a term that generally overlaps with the term of office of the mayor or city commissioner's seat that appoints such board seat, except that such board member's term shall start from the date of appointment and end upon the earlier of the following to occur: (i) when such board member's successor is appointed, or (ii) 75 days after the end of the term of office for the mayor or city commissioner that appoints the board seat. A person may serve up to two consecutive terms on the same city board. Following a break in service of at least one year, a former member may be appointed again to the same board subject to the limitation expressed herein. The serving of a partial term of office on a city board due to filling a vacancy shall not count towards the term limits set forth in this subsection.
- (jk) Attendance, virtual participation by telephone, and procedures if there is lack of a quorum. Each member of a city board or ad hoc committee shall be automatically terminated from the board if the member misses three consecutive meetings, or if the member is absent from more than 50 percent of the scheduled meetings of the board in any 12-month period. Should a board or committee member be terminated, the appointing mayor/commissioner shall be notified and reappoint promptly.

Each member of a city board may participate in a meeting virtually up to three times per year subject to rules and procedures as may be adopted governing virtual attendance. A member desiring to attend a meeting virtually must provide its board's staff liaison advance notice of the

member's desire to attend a meeting virtually by telephone if he or she gives good cause for the need to appear by telephone, and in such instances the appearance by telephone shall be counted as the member being present at the meeting. However, a member participating by telephone may only vote if a physical quorum is present at the meeting, and votes and other action may not be taken at a meeting unless a quorum of members is physically present at the meeting. Notwithstanding, if a quorum is not physically present, the members who are in attendance may vote to adjourn the meeting for lack of a quorum. And, so long as a meeting is properly noticed and is in compliance with the requirements of the Sunshine Law, less than a quorum of a board may meet for purposes of discussion so long as there is no action or vote taken at such meeting.

(l) Meeting Procedure. Unless otherwise prescribed by the ordinance or charter, advisory boards shall follow the following meeting procedures:

1. All meetings of the board shall be in accordance with the Sunshine Law, F.S. § 286.011, and the records thereof shall be public records as required by F.S. ch. 119 unless the record is specifically subject to a statutory exemption.
2. Board will follow a standardized agenda format provided by the City Clerk's office.
3. Development of the agenda packet is the responsibility of the staff liaison.  
Discussion/action items may be added to an agenda by the following methods:
  - a. The City Commission will submit to the boards a slate of topics to be addressed.
  - b. From time to time, the Commission may request a specific task be considered for advice to the Commission by the Board.
  - c. Individual board members may suggest a topic for discussion or analysis during a meeting and if a quorum of the board agrees to hear the topic it will be introduced for discussion in a subsequent meeting.
  - d. The staff liaison may place items on the agenda for information to, or action by, the board.
4. Agenda packets should be published and distributed one week before the meeting, but no less than three business days before the meeting.
5. Each board shall be responsible to keep minutes of its proceedings as required by law, showing at a minimum the date, time and place of the meeting, members physically in attendance, appearing by virtually, and absent, and also showing each matter discussed, moved, and voted upon. The records of each matter voted upon shall show the vote of each member on each question, and those members absent or abstaining or otherwise failing to vote. All such records shall be kept, and the minutes and records of official actions shall be public records and retained in the office of the city clerk.
6. All subsidiary boards shall allow for public comment in the manner required by Chapter 2013-227, Laws of Florida.
  - a. Generally, advisory boards will accept public comment virtually on general, non-quasi-judicial matters.
  - b. Quasi-Judicial Boards will only accept public comment on quasi-judicial matters at the meeting. Specifically, members of the public may not comment virtually on a quasi-judicial matter.
7. From time to time, an advisory board may choose to have a work session or subcommittee meeting of a smaller group of members to discussion and consider recommendations to the advisory board as a whole. The work session or subcommittee meetings require minutes, but do not require the minutes to be approved by the entire advisory board.

(km) Evaluation process. Each city board shall make provision for an annual self-evaluation process by which it and the individual board members are evaluated, and the activity and accomplishments of each board shall thus be annually evaluated and reported to the commission. The city manager shall

work with the presiding officer or designee of each city board to insure that the report concerning the evaluation of each board member and each board is presented to the city commissioner prior to the first day of April each year to insure that the information is available before the annual appointment of members at the first meeting in May of each year. The city manager shall develop a standard city form and format for evaluations that will be used for each subsidiary board of the city. The city manager shall recommend the evaluation instrument and format and the city commission shall approve the same with such revisions as the commission determines may be appropriate.

- (fn) Ad hoc committees. The city commission may, from time to time, establish by ordinance certain committees of an ad hoc nature to study a particular issue. In accordance with Section 2.19(c), City Charter, an ordinance creating an ad hoc committee may specify the number of positions on such ad hoc committee and how appointments to such ad hoc committee are to be made in a manner that may differ from the provisions of this article. An ad hoc committee will have a limited scope of responsibility and will address only the issue or issues designated, and following the study of such matters shall report the findings of their work to the commission with recommendations. Unless otherwise established by the city commission or extended by action of the commission, no ad hoc committee shall continue in existence beyond 180 consecutive calendar days following the effective date of the resolution or ordinance providing for the establishment of the ad hoc committee.
- (mo) Sunset of boards unless a board is required by statute or Charter. Except for those boards that are required to be in existence pursuant to Florida Statute or City Charter, each city board shall sunset and terminate every five years following May 1, 2011, unless the board is renewed by a majority vote of the commission. This will allow the commission to evaluate the effectiveness and need for the particular board on a regular basis. Notwithstanding this provision, any advisory board may be terminated at any time by a majority vote of the city commission, unless such board is required by Florida Statute or Charter. The following quasi-judicial boards will not sunset: board of adjustments; planning and zoning; construction board of adjustments and appeals; code compliance; civil service; lakes and waterways advisory board (to the extent it hears stormwater fees appeals); historic preservation board (to the extent it acts in a quasi-judicial capacity with respect to recommendations for or against rezonings, demolitions, developments, lot splits, lot consolidations or conditional uses that could impact historic resources identified in the Florida Master Site File Survey of the City of Winter Park, reviews applications for certificates of review for designated landmarks, resources and property within designated districts, or approves variances appropriate for the preservation of historic resources in conjunction with applications for certificates of review); and the tree preservation board (to the extent it sits as a quasi-judicial board with respect to the consideration of applications for tree removal permits and appeals to the tree preservation board from any denial of an application or any of the conditions attached to the approval of a tree removal permit, or to the extent it sits as a quasi-judicial board with respect to the recommendation of modification of building plans or variances regarding the preservation of protected trees, or the waiver of up to a maximum of five parking spaces for the purposes of preserving existing protected trees). Additionally, without first complying or satisfying legally imposed conditions, the community redevelopment agency and the housing authority may not be abolished.
- (pd) Expenses and reimbursement. No member of any board shall receive a salary or fee for service as a member. However, the city manager may authorize reimbursement of necessary expenses for travel, per diem or other expenses if the same are documented in advance and approved by the city manager in writing in advance of the member incurring such expense while on official business for the city, it being a requirement that no expense will be reimbursable unless it is reasonably related to city business performed by a member of a subsidiary board of the City of Winter Park.
- (eg) Internal rules of conduct.
  - (1) Each board shall comply with the rules established by code, charter or policy.
  - (2) Each board ~~shall~~ may adopt such rules as are necessary to the conduct of its business.
  - (3) Each board shall elect a chair and vice-chair from its membership on an annual basis. ~~All meetings of the board shall be in accordance with the Sunshine Law, F.S. § 286.011, and the records thereof shall be public records as required by F.S. ch. 119 unless the record is~~

~~specifically subject to a statutory exemption. Election of the chair and vice-chair will take place at the second meeting following the Commission's annual board appointments. Vacancies in the position of chair or vice-chair should be filled at the subsequent regular meeting of the board following the occurrence of the vacancy.~~

- (4) The city manager, city attorney and/or a designated city staff member shall be reasonably available upon request to provide technical support and advice to assure each board that it is operating in conformance with the requirements of law. ~~Each board shall be responsible to keep minutes of its proceedings as required by law, showing at a minimum the date, time and place of the meeting, members physically in attendance, appearing by telephone, and absent, and also showing each matter discussed, moved, and voted upon. The records of each matter voted upon shall show the vote of each member on each question, and those members absent or abstaining or otherwise failing to vote. All of such records shall be kept, and the minutes and records of official actions shall be public records and retained in the office of the city clerk.~~

(r) Order and decorum.

1. The members shall maintain and preserve order and decorum.
2. The members shall not be confrontational with other members, staff or persons in attendance.
3. All board members shall refrain from any abusive or disrespectful conduct toward fellow board members, staff, officers of the city and members of the public.
4. Members of the public attending board meetings shall observe the same rules of order and decorum applicable to the board members.

- ~~(ps)~~ Residency requirement. Unless nonresidency in the City of Winter Park is a requirement of the City Charter, Florida Statutes or division 3 hereof, the city commission and its members shall appoint residents of the City of Winter Park to city boards.
- ~~(qt)~~ Provision of legal and staff services. To the extent not specifically mentioned in division 3 of this chapter and article, a subsidiary board of the City of Winter Park may request from the city manager that the city manager direct staff or the city attorney to provide technical and legal support to the board with respect to such matter or matters that may be identified by the board.
- ~~(ru)~~ Frequency of meetings. Unless otherwise provided with respect to a specific board of the City of Winter Park, each board shall provide in its internal rules of procedure the frequency and schedule for its meetings. The board shall notify the city clerk and city manager in writing with respect to the schedule of meetings established by such board. Unless a board determines otherwise for good cause, it shall meet monthly. However, if it is not necessary to hold monthly meetings to conduct the business of the board, the board shall provide for an alternative schedule of meetings.
- ~~(s)~~ ~~All subsidiary boards shall allow for public comment in the manner required by Chapter 2013-227, Laws of Florida.~~
- ~~(tv)~~ Fundraising. Each board shall have the role and function with respect to fundraising to explore opportunities and to give advice and make recommendations to the city commission, and in all instances the city commission shall be the responsible entity to enter specific fundraising programs in behalf of the City of Winter Park.

Sec. 2-49. Divisions 1 and 2 apply to all city boards.

Except as otherwise expressly provided in division 3, with respect to a specific board, the Charter, or Florida Statutes, the requirements governing city boards stated in divisions 1 and 2 of this article shall apply to each city board.

Section 3. Codification. Section 2 shall be codified in the City Code. Any section, paragraph number, letter or heading within the Code may be changed or



modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made.

Section 4.     Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural or any other reason, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion or portions hereof or hereto.

Section 5.     Conflicts. In the event of any conflict between this Ordinance, or any part thereof, with any of the provisions of other City Ordinances or the City Code, this Ordinance shall control.

Section 6.     Effective Date. This Ordinance shall become effective immediately upon adoption of the City Commission of the City of Winter Park, Florida.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF WINTER PARK

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Mayor Phil Anderson

ATTEST:

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Rene Cranis, City Clerk

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