



# city commission agenda

City Commission Virtual  
Regular Meeting  
October 28, 2020  
3:30 pm  
Commission Chambers

mayor & commissioners				
seat 1 Marty Sullivan	seat 2 Sheila DeCiccio	Mayor Steve Leary	seat 3 Carolyn Cooper	seat 4 Todd Weaver

## welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted outside City Hall the Thursday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at [cityofwinterpark.org](http://cityofwinterpark.org).

## Virtual City Commission public comment procedures:

- Please see the link below for instructions on providing public comment:  
<https://cityofwinterpark.org/cclive>.
- If you would like to provide comments prior to the meeting, please send them to [MayorAndCommissioners@cityofwinterpark.org](mailto:MayorAndCommissioners@cityofwinterpark.org). These comments will be received by the City Commissioners and staff, however, will not be read publicly into the record during the meeting. This is consistent with our normal procedures for emails received prior to a City Commission meeting.

## agenda

\*times are projected and  
subject to change

### 1. Meeting Called to Order

### 2. Invocation

- a. [Tee Rogers, Celebrant and Humanist](#)

1 minute

### Pledge of Allegiance

### 3. Approval of Agenda

### 4. Mayor's Report

### 5. City Manager's Report

- a. [Economic Recovery Task Force Presentation](#)

20 minutes

- b. City Manager 5 minutes
- 6. City Attorney's Report**
- 7. Non-Action Items**
- 8. Citizen Comments - 5 p.m. or soon thereafter**  
 (if the meeting ends earlier than 5:00 p.m, 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 work session, October 8, 2020 1 minute
  - b. Approve the minutes of the regular meeting, October 14, 2020 1 minute
  - c. Approve the minutes of the work session, October 15, 2020 1 minute
  - d. Approve the purchase of new playground equipment for Phelps Park, Kompan, Inc; not to exceed \$168,514.66; OMNIA Contract # 2017001135 1 minute
  - e. Approve the following Piggyback contracts: 1 minute
    - 1. KMG Fence - City of Orlando - IFB20-0418 - Fence Repair, Replacement and Installation; \$75,000 per year. Contract through October 4, 2023;
    - 2. United Rentals, Inc. - Sourcewell - 062320 - Equipment Rental with Related Services; \$75,000 per year. Contract through August 27, 2024.
  - f. Approve the following contracts: 1 minute
    - 1. Gasto USA, Inc. - RFP13-09 - Red Light Safety Enforcement Program; Add \$109,034.24 in additional funds for contract term.
- 10. Action Items Requiring Discussion**
  - a. Municipal Facilities Single Use Plastics Policy 20 minutes
  - b. Discussion of adding a charter ballot question concerning allowing the requirement for supermajority votes in certain circumstances. 20 Minutes
- 11. Public Hearings**
  - a. Request of the City of Winter Park for: An Ordinance Amending Article IV "Sign Regulations" Providing for Revised 15 minutes

Regulations Relating to Temporary Signage. (First Reading)

- b. Request of the City of Winter Park for: An Ordinance Amending Article IV "Sign Regulations" Providing for Revised Regulations Relating to Definitions; Modifications for Signage in certain Zoning locations; and Clarifying the types of permitted and prohibited signs. (First Reading) 10 minutes
- c. Resolution - Authorizing the Mayor to execute agreement with FDOT for the relocation of water and wastewater utilities as part of the State Road 434 widening and resurfacing project (Financial Project ID 239422-1-52-01). 10 minutes

## 12. City Commission Reports

## 13. Summary of Meeting Actions

appeals and assistance

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"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105)

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



# City Commission **agenda item**

item type Invocation	meeting date October 28, 2020
prepared by Rene Cranis	approved by
board approval	
strategic objective	

## **subject**

Tee Rogers, Celebrant and Humanist

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# City Commission **agenda item**

item type City Manager's Report	meeting date October 28, 2020
prepared by Rene Cranis	approved by
board approval	
strategic objective	

## **subject**

Economic Recovery Task Force Presentation

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# City Commission agenda item

item type City Manager's Report	meeting date October 28, 2020
prepared by Jennifer Guittard	approved by Peter Moore, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## **subject**

City Manager

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## ATTACHMENTS:

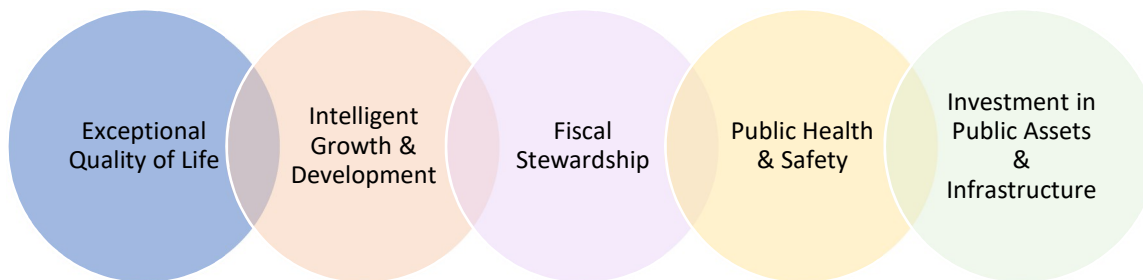
90Day Report 10.28.20.pdf



## 90-Day Report

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

### City of Winter Park Strategic Objectives



## Upcoming Commission Items

### Title 1: Exceptional Quality of Life

Item	Description	Item Department	Item Date
<b>MLK Park Plan</b>	City has contracted professional services through Dix-Hite to conduct review of MLK master plan, assessment of neighborhood connectivity with MLK Park and Library/Event Center, and provide suitable options for replacement of Shady Park spray feature. Meetings are underway with Dix-Hite to determine concepts and cost. CRA has ability to address some improvements at this site with potential funding as part of the CRA CIP.	Parks	Nov
<b>Electric Vehicle Readiness</b>	Ordinance is going to P&Z for review. Then Commission for approval.	Building & Permitting	Dec
<b>Tree Preservation Ordinance</b>	Ordinance will be presented to newly created Trees Preservation Board and Planning and Zoning, then presented to Commission.	Parks	Dec

## Title 2: Fiscal Stewardship

Item	Description	Item Department	Item Date
<b>Florida Building Code</b>	Presenting an update of our local Administrative Ordinance that implements the next Edition of the Florida Building Code. Current scheduled to be reviewed by the Construction Board Sept/Oct prior to Commission in Nov.	Building & Permitting	Nov

## Title 3: Intelligent Growth & Development

Item	Description	Item Department	Item Date
<b>Planning Public Hearings</b>	Annexation, Future Land Use and Zoning Amendment of 1800 Karolina Avenue and Conditional Use request for the former Paco's property on Fairbanks Avenue	Planning & Transportation	Nov
<b>Building Construction Ordinance</b>	Changes to the building construction ordinance to be reviewed by Planning & Zoning Board along with the Construction Board of Adjustments then presented to Commission for adoption in December.	Building & Permitting	Dec
<b>Planning Public Hearings</b>	<p>Lot split request for 1530 Wilbar Circle.</p> <p>Approval of the last remaining lakefront lot that requires Commission approval within the Country Club neighborhood at 520 Country Club Drive</p> <p>Zoning text amendment and conditional use to allow a specialty transportation business at the former Orchard Supply hardware property a 1111 S Orlando Ave.</p> <p>Ordinance to amend O-1 zoning to allow via conditional use, restaurants in buildings 3 stories and over in height.</p>	Planning & Transportation	Dec



Item	Description	Item Department	Item Date
<b>Planning Public Hearings</b>	Future Land Use and Zoning Amendments, road vacation requests and Conditional Use for the Henderson Hotel on properties bounded by Lake Killarney, Beachview, Grove and Fairview avenues.		
	Future Land Use and Zoning Amendments and Conditional Use for 310 N New York Avenue	Planning & Transportation	Jan
<b>Turf Ordinance</b>	Ordinance to adopt regulations for the consideration of artificial turf as an impervious surface to residential lots will be reviewed by P&Z then brought back to Commission.	Public Works	Jan

#### Title 4: Investment in Public Assets & Infrastructure

Item	Description	Item Department	Item Date
<b>CRA Agency Meeting</b>	CRA Agency meeting to discuss the Central Park stage and progress to Shady Park improvements.	CRA	Nov
<b>Sewer Capacity</b>	Purchase of additional sewer capacity at Altamonte Springs.	Water & Sewer	Dec
<b>Wastewater Interlocal Capital Contribution Payment</b>	Finalize approval with the City of Orlando for waste water plant upgrades.	Water & Sewer	Dec
<b>Wastewater Interlocal Contract</b>	Renewal of Conserv II sewer treatment contract with Orlando.	Water & Sewer	Dec

## Additional Items of City Interest

### Title 5: Exceptional Quality of Life

Item	Description	Item Department
<b>Library &amp; Events Center</b>	The Library/events center construction continues on schedule and on budget. Notable milestones are the steel erection of both the Library and events center are substantially complete and concrete floors within the Library are complete. Currently, the framing of the second floor of the Library is 75% complete along with the secondary stair installation. The concrete precast skin of the library is anticipated to begin installation October 27th with installation of window glazing following 2 weeks behind that. Precast skin installation on the events center will commence upon the completion of the Library followed by window glazing of the events center. Site utilities and pond reshaping are nearing completion.	Public Works
<b>Public Art for I-4</b>	Design selection company, RLF, is currently negotiating contract with the city and finalizing construction costs to bring the project in at the \$150k budget. This public art project, paid for by FDOT, is planned to be installed at the NE corner of W. Fairbanks and I-4, by June 30, 2021. The installation date was extended by four months due to COVID-19.	Administration

### Title 6: Intelligent Growth & Development

Item	Description	Item Department
<b>Sustainability Plan</b>	The KWPB&S Board will review the current Sustainability Action and refresh it with updated goals in the shorter term (2025) and longer term (2050). These proposed updates would be presented to related City Boards for feedback and support.	Sustainability & Planning

## Title 7: Investment in Public Assets & Infrastructure

Item	Description	Item Department
<b>Electric Undergrounding</b>	<b>Miles of Undergrounding performed</b> Project G: 4.1 miles 88% complete Project I: 6.9 miles 49% complete Project W: 0.26 miles 85% complete  <b>TOTAL so far for FY 2020:</b> 6.4 miles	Electric
<b>Fairbanks Transmission</b>	Project is 95% complete. The poles remaining on Fairbanks are supporting Spectrum cables. Spectrum is on Fairbanks working currently with a commitment to be off the poles by the end of October. Paving of Fairbanks is complete. Streetlights for the South side of the project are in the warehouse. We will begin installation immediately after removal of joint use overhead wires.	Electric
<b>Lakes Health Analysis</b>	The Natural resources division of Parks (where lakes management now resides) along with Public Works, are preparing a presentation detailing historic and existing lake water quality along with previously implemented improvement projects and proposed future projects for information and discussion. It will illustrate excellent, good and impaired water quality criteria and where the City lakes rank accordingly.	Parks
<b>New York Avenue Streetscape</b>	Signed plans and permits received. Solicitation for bids underway. Improvement highlights include pedestrian crosswalks, ADA compliant intersection improvements, and mast arms at Fairbanks and New York. Mast arm delivery is expected 3-6 months after purchase.	CRA



# City Commission **agenda item**

item type Consent Agenda	meeting date October 28, 2020
prepared by Rene Cranis	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## **subject**

Approve the minutes of work session, October 8, 2020

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[100820.ws Single Member Districts.pdf](#)



# City Commission Work Session Minutes

October 8, 2020

Virtual Meeting

## Present

Mayor Steve Leary  
Commissioner Carolyn Cooper  
Commissioner Marty Sullivan  
Commissioner Sheila DeCiccio  
Commissioner Todd Weaver

City Manager Randy Knight  
City Attorney Dan Langley  
City Clerk Rene Cranis

## 1) Call to Order

The Mayor called the meeting to order at 1:34 p.m.

## 2) Discussion Item(s)

### a. Work Session to discuss Single Member Commission Districts

Mr. Knight provided a document containing policy issues to be addressed in order to draft an ordinance to place Single Member Districts on the ballot.

Commissioner Weaver commented that increasing the members on the Commission would require additional funding for salaries and he would feel obliged to go back to the citizens for additional salaries. He stated that he is not in favor of spending more money and feels the mayor should be elected at large with four districts.

Commissioner Sullivan stated that his objective is to determine and agree on basic parameters such as the number of districts and boundaries that will guide staff and the City Attorney to draft an ordinance.

Mayor Leary said he feels single member districts will not resolve some resident's perception of under-representation by minorities and that every resident is represented by all Commission members who have served residents equally. He said he has not aware of wide-spread support and that the Commission should focus on helping citizens and businesses during the pandemic rather than on this issue.

Commissioner DeCiccio supported placing this on the ballot, but that the districts are drawn after the election. She is opposed to expanding the size of the commission and supports the mayor elected at large.

Commissioner Weaver expressed his reservations about single member districts but agreed with Commissioner DeCiccio that this should be placed on the ballot.

Mayor Leary said he could support this on the ballot in 2022, after the 2020 census data is released and if community discussions, work sessions and open forums were held to educate the community over the next year.

Mayor Leary departed the meeting at 1:51 p.m. Commissioner Cooper chaired the meeting.

Commissioner Sullivan commented that the Commission should define boundaries after the 2020 census and referendum.

Commissioner Cooper opposed addressing this at this time during the pandemic and unrest. She stated she has not seen overwhelming community support for this and would like for petition signatures to be collected when the state reopens. She opposed increasing the number of Commissioners and believes the mayor should be elected at large.

Mr. Knight stated that policy decisions needed to be made in order for the City Attorney to draft an ordinance for first reading on November 11th. He reviewed the proposed schedule to put this on the ballot for March 9, 2021. The following policy decisions were made:

**Number of Commissioners** - Mayor at-large and four commissioners

**Time of drawing districts** - Draw boundaries after the referendum and release of 2020 census data.

**Composition of Commission** - Require district residency, elected by voters within the district.

**Transition Method** - District representation will begin with the March 2022 election. Leading into that election (which is for seats 3 and 4), the districts must be established. Since the commissioners in seats 1 and 2 will still have another year on their terms as of March 2022, they should be slotted in the district encompassing their residence if possible to serve out the one year remaining on their term. Seats 3 and 4 will become new districts that do not have representation following the slotting of seats 1 and 2. As current terms conclude, incumbents must follow the same rules as anyone else wishing to run in a district.

**Redistricting Committee** (to draw initial boundaries) - Seven-member committee in the same manner as regular board appointments outlined by the City Charter.

Commissioner Sullivan suggested appointing an outside facilitator to lead the boundary definition effort. Approved by consensus.

**Future Redistricting** - Mr. Knight presented language from City of Winter Garden's policy and explained that the policy is reviewed every ten years after census unless there is a large population increase that creates disproportionate district sizes.

After discussion, Attorney Langley provided background information on the lawsuit and will provide the Commission with documentation from the final judgement from the lawsuit for their review.

Mr. Knight concluded reviewing the policy issues and asked the Commission if they'd like to address any other issues.

Discussion was held on the basis for placing on the ballot without prior community discussion. Commissioner Cooper asked the Commission to consider having community forums and place on a future ballot with community support without petition.

Commissioner Sullivan advised that Rollins College is willing to assist in educating the public on the impact of single member districts on the governance of the City. He added that he would like to see a vote for Single Member Districts on the 2021 ballot.

Members of the commission restated their position and Commissioner Cooper closed the Single Member Districts discussion.

Commissioner Cooper commented on the OAO stating that transfer of development rights proposed is different from other municipalities and will require a lot of research and City Attorney time to draft the ordinance. She stated that if the Commission is not going to be in support of transfer of residential density, it would be best to advise Staff so they do not put forth the policy.

Commissioner Sullivan is opposed to transfer of development rights as written in the first version of OAO ordinance.

Commissioner Weaver opposed transfer of development rights unless it involves environmental or historical preservation.

Commissioner DeCiccio said she is unsure at this time and feels the OAO should move forward without the “bookend” properties and develop land use code and let the zoning considerations take place when the properties come forward with their plans.

After discussion, consensus was to schedule a work session for Wednesday, October 21st at 1:00 p.m. to discuss the future of OAO, alternative ideas, and remove bookend properties from OAO.

The work session adjourned 3:09 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Rene Cranis



# City Commission **agenda item**

item type Consent Agenda	meeting date October 28, 2020
prepared by Rene Cranis	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## **subject**

Approve the minutes of the regular meeting, October 14, 2020

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

ATTACHMENTS:

[101420.rs.pdf](#)





# City Commission Regular Meeting Minutes

October 14, 2020  
Virtual Meeting

## Present:

Mayor Steve Leary  
Commissioner Marty Sullivan  
Commissioner Sheila DeCiccio  
Commissioner Carolyn Cooper  
Commissioner Todd Weaver

City Manager Randy Knight  
City Attorney Kurt Ardaman  
City Clerk Rene Cranis

### 1) Meeting Called to Order

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

### 2) Invocation and Pledge of Allegiance

Pastor Darren Bess, Winter Park Presbyterian Church, provided the invocation followed by the Pledge of Allegiance.

### 3) Approval of Agenda

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

### 4) Mayor's Report

### 5) City Manager's Report

Mr. Knight stated that at the direction of the Commission at first reading of the micromobility ordinance, the Transportation Advisory Board reviewed the micromobility ordinance and recommended changes. The City Attorney has determined these changes to be substantial and recommended holding first reading again. Consensus was schedule for first reading.

Mr. Knight advised that Civil Service Board appointments must be made in December and that three of the five members appointed by the Commission need to be replaced or reappointed. The remaining two member's terms expire in 2022. He recommended revising the terms for these appointments to align with term of the commissioner making the appointment so one of the three appointments would be a one-year term.

Commissioner Cooper suggested appointments be made by seniority on the Commission. After discussion, consensus was for appointments to be made based on seniority on the Commission.

At the request of Commissioner Sullivan, Mr. Knight said he will provide the current board members, terms and length of time served as well as board applications.

Commissioner Cooper reminded staff of her request to review the City Code to ensure all ordinances have been codified.

Commissioner Cooper asked that the owner of the property pending annexation be notified that the delay is not an indication of opposition but is to hold a work session to discuss annexations in general. Mr. Knight advised that the property owner has been notified.

Commissioner Cooper asked for an update on the issues regarding the lift station on Gaines Way. David Zusi, Director of Water and Wastewater Utilities, provided an update on the status and unresolved issues and stated that the City Attorney has been providing options to resolve the matter.

Mr. Knight reminded everyone of the road closure for the downtown event this weekend. He asked for approval to move forward with the November weekend event in order to begin promotions. Approved by consensus.

#### **6) City Attorney's Report**

Attorney Ardaman advised that special meeting may be needed soon to discussion pending litigation.

#### **7) Non-Action Items**

#### **8) Citizen Comments - Taken after Public Hearings**

#### **9) Consent Agenda**

- a. Approve the minutes of the regular meeting, September 23, 2020.
- b. Approve the minutes of the work session, September 24, 2020.
- c. Approve the following contracts:
  1. Power Engineers, Inc. - Renewal of RFQ-18-2018 - Professional Engineering Services to Design Underground Conversion of Power Lines; \$150,000;
  2. HDD of Florida - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; \$2,800,000 and authorization of additional FY20 contract funds for final invoice payment; \$128,050;
  3. Cathcart Construction Company - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; \$82,000;
  4. Heart Utilities of Jacksonville - Renewal of RFP10-19 - Electric Utility Installation & Maintenance; \$2,600,000;
  5. High Performance Sports Management - Renewal of RFP17-18 - Tennis Programming & Instructional Services; \$300,000;
  6. Brown & Brown of Florida, Inc. - Renewal of RFP22-18 - Insurance Agent/Broker of Record; \$1,100,000; All City insurance premium payments are processed directly through Brown & Brown of Florida.
  7. Ambulance Medical Billing - RFP-13-2020 - EMS Billing Services; 2-year term, \$100,000 per year;
  8. Stryker Sales Corp. - ProCare LUCAS - 3-year term, \$2,667.60 per year.

- d. Approve the following Piggyback contracts:
  - 9. Odyssey Manufacturing Co - City of Daytona Beach ITB#20561 - Sodium Hypochlorite; \$400,000;
  - 10. Online Information Services, Inc. (Online Utility Exchange) - Kissimmee Utility Authority #19-022-CV - Debt Collection Services; \$12,000 per year. Contract through August 6, 2022;
  - 11. ABM Industry Groups, LLC - Pasco County IFB-TB-16-131 - Janitorial Services & Equipment; Increase allowable spend to \$615,000 per year;
  - 12. Cintas Corporation - Omnia Partners contract #R-BB-19002 - Facilities Management Products & Solutions; Increase allowable spend to \$90,000 per year.
  - 13. Cubix, Inc. - Sourcewell 121715-MAC - Flooring Supplies & Services; approve an additional \$150,000 spend under contract.

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

**10) Action Items Requiring Discussion**

**11) Public Hearings**

- a. ORDINANCE 3185-20 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, ARTICLE III, "ZONING" OF THE LAND DEVELOPMENT CODE, TO AMEND SECTION 58-71; CONCERNING LOT GRADING AND FILLING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Second Reading)

Attorney Ardaman read the ordinance by title.

**Motion made by Commissioner Cooper to adopt the ordinance on second reading with the revisions provided by staff as follows; seconded by Commissioner Weaver.**

Section 58-71(b)(3) In addition, no lot shall be filled with elevated lot grades adjacent to or near other surrounding properties so as to require the use of retaining walls or other barriers to create an unnatural lot grade transition unless approved by the building director or the public works director based on one or more of the following criteria:

- 1. Verified topographic conditions on the property exist which include grading that requires the use of a retaining wall to prevent drainage onto adjacent properties.
- 2. Terraced retaining walls are required to retain water on site to prevent storm water runoff into a water body or other properties. On the waterfront side of lakefront properties terraced retaining walls must not exceed three (3) feet in height above the natural grade.
- 3. The proposed retaining wall is located a large distance from the nearest residential property, such as, but not limited to 30 feet, or a distance

determined proportionately based on the lot width in a manner that is designed to provide no adverse or increased storm water drainage onto an adjacent property.

4. Terraced retaining walls are used for aesthetic landscaping only and are designed in a manner that does not create storm water drainage onto neighboring residential properties.

Attorney Ardaman opined that these changes are not significant enough to require a second first reading.

There were no public comments.

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

- b. ORDINANCE NO. 3186-20 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ARTICLE VI "SUBDIVISION AND LOT CONSOLIDATION REGULATIONS OF CHAPTER 58 "LAND DEVELOPMENT CODE" TO AMEND THE PROCEDURES FOR FINAL PLATS AND LOT SPLITS AND TO PROVIDE REGULATIONS FOR THE PERMITTED FLOOR AREA RATIO RELATED TO SUBDIVISIONS AND LOT SPLITS RESULTING IN FOUR OR LESS LOTS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (Second Reading)

Attorney Ardaman read the ordinance by title.

**Motion made by Commissioner Sullivan to adopt the ordinance on second reading; seconded by Commissioner Weaver.**

Commissioner Cooper reminded staff of the consensus at first reading for staff and Planning and Zoning to evaluate restricting lot splits where properties are not connected to city sewer, lots are on high recharge areas of the aquifer, if the split puts heritage trees in the footprints of a new building, or along waterways and wetlands, and also a discussion on compatibility and how to calculate when looking at lot splits.

There were no public comments.

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

## **12) City Commission Reports**

### Commissioner Sullivan

- Shared comments he received from residents regarding homelessness and asked for the city's efforts and whether it can be included in economic recovery efforts from COVID.

Mr. Knight advised that a city staff task force is working on this issue in partnership with homelessness organizations. Consensus was to have staff provide a report.

- Advised that Rollins College has offered to help the city in analyzing single member districts and its impact and educating the public and asked that the city agree to work with Rollins. He feels it will benefit the residents in understanding what he feels is a complicated issue.

Mayor Leary said he feels it is staff's responsibility to educate the public and that education is one of the reasons he has advocated for more time.

Commissioner DeCiccio stated staff should be responsible for education but could reach out to Rollins for assistance.

Commissioner Cooper expressed her reluctance because of the perception that city is advocating for this issue.

Commissioner Weaver stated that his one reason for supporting this is due to the pandemic; however, there should be some evidence of community support.

After additional comments, there was no consensus for staff to work with Rollins College.

- Reminded everyone of the event this weekend at Mead Gardens which includes a demonstration of electric landscaping equipment.

#### Commissioner DeCiccio

- Asked for support to use contingency funds to complete repairs at Dinky Dock.  
Jason Seeley, Director of Parks and Recreation, responded to questions stating that the remaining projects include the parking lot, landscaping and beach.  
Peter Moore, Division Director of Office of Management and Budget, stated that funding of \$164,000 was removed from FY 21 budget but can be looked at later in fiscal year.  
After discussion, Commissioner DeCiccio withdrew her request and will readdress later in the fiscal year.
- Said that she has received comments from Whispering Water residents regarding the Scenic Boat Tour due noise, parking and litter, and asked if the tours could be changed to depart from Dinky Dock. There was no consensus to change locations.

#### Commissioner Cooper

- Asked that staff send a reminder to Orange Avenue businesses regarding the transportation discussion at the OAO work session on October 15<sup>th</sup>.
- Reminded everyone of the Bach Off the Avenue event in the West Meadow on October 25.

Commissioner Weaver

- Advised that the widow of Peter Hanson has offered his collection of railroad history to the library.
- Asked for support in removing some rooftop solar restrictions from the city code.

George Wiggins, Director of Building and Permitting, reported that the code conflicts with State Statutes which override the provisions allowing solar panels. Consensus to have staff make presentation at a future meeting.

- Said he spoke with Lashonda Lovett, Director of the Winter Park Housing Authority, who reported on issues of residents relating to increased utility bills during COVID and lack of internet access or devices. He directed them to facilities with internet access such as the library and Shady Park. He asked the commission to address fiberoptics throughout the city and to address allocating funds to make energy saving improvements. He asked how Housing Authority appointments are made.

Mr. Knight advised that there is approximately \$400,000 in affordable housing fund. He explained that the Housing Authority is not an advisory board to the commission but an oversight board to the authority and stated that will provide information on board members, appointments, roles and responsibilities. He responded to questions regarding prior assistance to the Authority's facilities.

After additional discussion, consensus was to have future discussion on affordable housing, funding and allowed expenditures and fees.

- Invited everyone to the backyard biodiversity day in Mead Garden this weekend.

Mayor Leary

- Announced the dedication of boat house at Dinky Dock to Lt. Stan Locke.
- Referenced the fiberoptic task force report and commented on complaints about the current service. He supported fiberoptic city-wide and potentially using CRA funds to install within the CRA.

Mr. Knight advised that the city is working with the city's fiberoptic provider, Frog, but are having difficulty reaching agreement on the terms of contract.

Mr. Moore responded to questions. He stated that a prior study indicated a cost of \$28 million for city-wide fiberoptic but \$4 million to build out along all major commercial districts. The city is pursuing a public/private partnership because the city does not have license for fiberoptic. Consensus to have this reviewed by Utility Advisory Board.

8) Citizen Comments - 5 p.m. or soon thereafter

13) Summary of Meeting Actions

- Bring back micromobility ordinance for first reading with proposed changes recommended by Transportation Advisory Board.
- Civil Service Board appointments will be made based on seniority on Commission. Staff to provide board applications and current members, terms and their length of service.
- Staff to review City Code for ordinances that have not been codified.
- Provide options from City attorney on Gaines Way lift station.
- Approved road closure for downtown event in November.
- Approved lot fill and lot split ordinances.
- Staff to provide report on homeless task force.
- Staff to provide presentation on solar restrictions, city code and state statutes.
- Staff to provide information on housing authority board appointments, roles and funding.
- Staff to provide the fiberoptic task force report and refer to UAB for discussion.

The meeting adjourned at 5:04 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Rene Cranis



# City Commission **agenda item**

item type Consent Agenda	meeting date October 28, 2020
prepared by Rene Cranis	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## **subject**

Approve the minutes of the work session, October 15, 2020

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

## **ATTACHMENTS:**

[101520.ws OAO transportation.pdf](#)





# City Commission Work Session Minutes

October 15, 2020

Virtual Meeting

## Present

Vice Mayor Cooper  
Commissioner Sullivan  
Commissioner DeCiccio  
Commissioner Weaver

City Manager Randy Knight  
City Clerk Rene Cranis

## Also Present

Bronce Stephenson, Director of Planning and Transportation  
Sarah Walter, Transportation Manager  
Allison McGillis, Planner  
Mike Woodward, Kimley Horn  
Clif Tate, Kimley Horn

### 1) Call to Order

Mr. Stephenson advised that Commissioner Weaver has requested to change the work session on November 21st from 1:00 to 1:30. Approved by consensus.

Vice-Mayor Cooper called the meeting to order at 1:00 p.m. and introduced the presenters, Mike Woodward and Clif Tate from Kimley Horn.

### 2) Discussion Item(s)

- a. OAO Discussion: Proportionate Fair-Share of Transportation Improvements, General Roadway Design and Palmetto Ave

Mr. Woodward began the presentation on their traffic analysis summarizing previous discussions on FAR, growth, route changes and neighborhood impacts. He responded to questions and outlined the next steps to provide updated report, intersection analysis, corridor improvement plan and transportation plan. He will provide an update on the statement of work and analyses that have been completed.

Mr. Stephenson stated that the deliverables from Amendment 1 to the SOW will be provided and he will send the geometry of intersection of Denning/Minnesota/Orange. Discussion followed on the intersection, roundabout and impact on traffic flow on Orange Avenue. He advised that commission support is needed to explore the roundabout which will require reducing Orange Avenue to two lanes. Commissioner Cooper stated more information is needed to make that decision.

Mr. Tate continued the presentation providing information on and responding to questions on funding options. He explained their reasoning for recommending mobility fees based on legal requirements, technical approach options and flexibility. In response to questions, Mr. Tate stated the advantage to mobility fees versus impact fees is that mobility fees can be used for multiple transportation modes and can be used city-wide for general mobility. Discussion followed on moving forward with mobility or impact fees and Mr. Tate recommended mobility fees in a smaller area around Orange Avenue.

Mr. Woodward continued the presentation on current conditions, what needs to be accommodated on Orange Avenue and factors that need to be considered before making improvements. He identified the areas that should be improved and changes needed to address these areas. He reviewed the constraints on Orange Avenue and provided examples of early conceptual alternatives of improvements.

Mr. Woodward addressed the realignment of Palmetto Avenue at different points and scenarios based on future conditions or development. Discussion followed on alternatives to these realignments. Mr. Woodward strongly opposed a left-turn from Harmon onto 17-92. He summarized FDOT planned improvements and construction on Orange Avenue. He showed conceptual designs of and discussion was held on proposed improvements on Orange Avenue from Clay to Orlando Avenue, Orlando Avenue from Orange to Gay Road and Lee Road to Monroe Avenue.

Mr. Woodward advised that they are in the process of traffic analysis on Orlando Avenue based on changes from 2019 to current conditions as schools returned in September.

Commissioner DeCiccio questioned the impact of the pandemic on future development and traffic. Mr. Stephenson said that traffic is more dependent on the type of development.

Discussion returned to mobility fees and potential costs to the city.

Mr. Stephenson addressed the safety issues on Orange Avenue and regardless of the OAO, improvements are needed. Mr. Woodward agreed.

Commissioner Sullivan said it may be difficult to "sell" reducing lanes on Orange Avenue. Mr. Woodward said he feels it will be understood if sufficient information is shared and explained. Commissioner Cooper said she feels it important that the data is realistic and tells the true story.

Commissioner Weaver expressed his concern about the roundabout due to design engineering and property needed to create the roundabout. Discussion ensued on

roundabouts. Mr. Woodward stated there are many components that make the design of this roundabout complicated.

Commissioner Sullivan suggested a moving simulation of the intersection. Mr. Woodward stated the cost of a simulation is dependent on the types and number of scenarios and could cost between \$5,000 and \$20,000.

Commissioner Cooper read from the scope of work regarding the roundabout and said she needs the costs and feedback from property owners and that tasks already agreed upon need to be completed in order to proceed. Approved by consensus.

Commissioner Cooper addressed upcoming work sessions. After discussion, consensus was to schedule work sessions on November 19<sup>th</sup>, December 10<sup>th</sup> and January 14<sup>th</sup> and 28<sup>th</sup>. Mr. Stephenson said he is drafting the ordinance will provide the draft to the Commission after the December 10th work session.

### 3) Adjournment

The meeting adjourned at 3:53 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Rene Cranis



# City Commission agenda item

item type Consent Agenda	meeting date October 28, 2020
prepared by Jason Seeley	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Exceptional Quality of Life; Public Health and Safety; Investment in Public Assets and Infrastructure	

## subject

Approve the purchase of new playground equipment for Phelps Park, Kompan, Inc; not to exceed \$168,514.66; OMNIA Contract # 2017001135

## motion / recommendation

Approve Purchase

## background

Whiting Playground was built in 1986 through a generous donation from the Whiting family. In 2002, the parks department completed a major repair of the structures due to deterioration of wood from water and termite damage. ***Photos of current conditions have been provided in uploads.***

As part of Department Capital Improvement Plan, Phelps Parks was identified for replacement due to age and condition.

Parks and Recreation Department worked with local playground companies with representative that live within the local community and participants in US Communities/OMNIA cooperative purchasing to provide 6 concepts that would meet the size, scope, budget, and needs of community today and in the future.

In late July 2020, the department launched a survey to our residents to allow for public input related to selection of the new equipment. A link to the survey was shared through social media, available for over a month on the City web page, and a QR Code was provided at the park for walk up visitors. At closing of poll/survey, we received nearly 550 votes with roughly 90% coming from WP residents.

## **Survey Results:**

**Kompan 1 – 259 (see uploaded backup documents for details and images)**

Kompan 2 – 90

Kompan 3 – 105

Topline 1 – 23

Topline 2 – 12

Topline 3 – 45

**Total: 543 Votes received/Over 90% WP Residents**

Parks and Recreation Advisory Board approved the selection with a 7-0 vote in September 2020.

## **alternatives / other considerations**

**Alternative 1: Major Repair - \$75,000** – would result in a ‘band-aid’ approach to repair and no noticeable improvement to playground. We would still be left with a nearly 40 year old playground structure with continued maintenance issues, worn appearance, and few considerations to ADA.

**Alternative 2: Rebuild Current Structure - \$200K+** - Playground would still lack any consideration to ADA concerns. Look of playground would be changed considerably due to some materials no longer being available and changes in safety standards. Wood used would be inferior to Rubina product from a density and moisture tolerance perspective.

## **fiscal impact**

Phelps Playground replacement is currently part of the departments capital budget and projected expense is within the amount currently budgeted for replacement. Total cost with installation, surfacing, and freight is \$168,514.66 with \$170,000 budgeted within department capital budget and an additional \$15,000 in grant funds from the Whiting

Foundation.



# City Commission agenda item

item type Consent Agenda	meeting date October 28, 2020
prepared by Amanda LeBlanc	approved by Jennifer Maier, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

## **subject**

Approve the following Piggyback contracts:

1. KMG Fence - City of Orlando - IFB20-0418 - Fence Repair, Replacement and Installation; \$75,000 per year. Contract through October 4, 2023;
2. United Rentals, Inc. - Sourcewell - 062320 - Equipment Rental with Related Services; \$75,000 per year. Contract through August 27, 2024.

## **motion / recommendation**

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

## **background**

A formal solicitation process was conducted by the originating agency to award these contracts.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Total expenditures included in approved budgets.



# City Commission agenda item

item type Consent Agenda	meeting date October 28, 2020
prepared by Amanda LeBlanc	approved by Jennifer Maier, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

## **subject**

Approve the following contracts:

1. Gasto USA, Inc. - RFP13-09 - Red Light Safety Enforcement Program; Add \$109,034.24 in additional funds for contract term.

## **motion / recommendation**

Commission approve item as presented and authorize Mayor to execute.

## **background**

A Formal solicitation was issued to award this contract.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Total expenditures included in approved budgets.





# City Commission agenda item

<b>item type</b> Action Items Requiring Discussion	<b>meeting date</b> October 28, 2020
<b>prepared by</b> Kristopher Stenger	<b>approved by</b> Michelle Neuner, Randy Knight
<b>board approval</b> Completed	
<b>strategic objective</b> Reduce the single use plastics at city facilities. Many of these items are unable to be recycled by current city vendors and end up landfilled. If not properly disposed the items become long term pollution in the environment.	

## **subject**

Municipal Facilities Single Use Plastics Policy

## **motion / recommendation**

Adopt the policy as presented

## **background**

Commissioner Sullivan requested a policy be brought to the Commission on a Single Use Plastics Policy for Municipal facilities based upon similar policies in the City of Orlando and Orange County. The Sustainability Department and Parks Director drafted a policy in line with the policies of City of Orlando and Orange County. The policy was taken to and approved by the Parks Board and Keep Winter Park Beautiful & Sustainable Board.

## **alternatives / other considerations**

Other considerations would include expanding the items covered under this policy to include plastic plates, forks, spoons, and knives. State pre-emptions make it difficult to expand this policy to the private sector.

## **fiscal impact**

Cost comparable alternative items available

## **ATTACHMENTS:**

[WP Res - Single Use Products Policy - KWPBS Updates.docx](#)

## **ATTACHMENTS:**

[20200916 Single Use Products Policy.pptx](#)

## **ATTACHMENTS:**

[Cost Comparison of Plastic Alternatives.pdf](#)

RESOLUTION NO. XXXX-XX

**A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, ADOPTING A SINGLE-USE PRODUCTS POLICY ON CITY PROPERTY; PROVIDING FOR CONFLICTS AND EFFECTIVE DATE.**

**WHEREAS**, the effects of single-use products and plastic bags have become globally recognized as having lasting negative impacts on the environment. These products can pollute waterways and natural lands, are difficult to collect and contain, take significant time to degrade, and are potentially harmful to wildlife; and

**WHEREAS**, the City Commission wishes to establish a single-use products and plastic bags policy to reduce the use of these products and encourage the use of reusable, recyclable, biodegradable, or compostable materials.

**WHEREAS**, the City Commission desires to adopt a single-use products policy on city property, and finds that such will benefit the City and its residents.

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

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

**SECTION 2. Single-Use Products Policy.** The City hereby adopts the City of Winter Park Procurement Single-Use Products Policy on City Property attached to this Resolution (the "Single-Use Products Policy"), which shall govern all matters described therein.

**SECTION 3. Conflicts.** In the event of a conflict or conflicts between this Resolution or the Single-Use Products Policy and any other resolution or policy, this Resolution and the Single-Use Products Policy control to the extent of the conflict.

**SECTION 4. Effective date.** This Resolution and the Single-Use Products Policy shall become effective immediately upon adoption of this Resolution by the City Commission of the City of Winter Park, Florida.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020, by the City Commission of the City of Winter Park, Florida.

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Steve Leary, Mayor

ATTEST:

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City Clerk

# CITY OF WINTER PARK

## SINGLE-USE PRODUCTS POLICY ON CITY PROPERTY

### I. POLICY

The effects of single-use products and plastic bags have become globally recognized as having lasting negative impacts on the environment. These products can pollute waterways and natural lands, are difficult to collect and contain, take significant time to degrade, and are potentially harmful to wildlife. The Winter Park City Commission wishes to establish a single-use products and plastic bags policy to reduce the use of these products and encourage the use of reusable, recyclable, biodegradable, or compostable materials.

It is the policy of the City Commission that neither single-use products nor plastic bags may be sold or disbursed on City property by staff or contracted vendors except as set forth in this Administrative Regulation.

### II. PROCEDURES

#### A. Definitions.

1. "Biodegradable materials" are manufactured products made entirely of natural materials, such as paper or plant fibers, that will undergo a natural process of deterioration.
2. "City contractor" is a food service related contractor, vendor, concessionaire, or lessee of the City including Farmers' Market vendors.
3. "City permittee" is any person or entity issued a special event permit or temporary use permit by the City for a special event or temporary use on City property.
4. "City property" includes land or facilities owned, operated or managed by the City, and public rights-of-way within the jurisdictional boundaries of the City of Winter Park.
5. "Compostable materials" are manufactured products made from uncoated paper, wood, or vegetable-derived plastics.
6. "Contract" is a written agreement between the City and a contracted vendor.
7. "Plastic" is a human-made synthetic material commonly produced from petroleum and derived from carbon and other elements.
8. "Plastic bags" are bags made of flexible plastic that are not biodegradable provided to a customer, typically at the point of sale or distribution.
9. "Plastic stirrers" are plastic tubes or sticks used for mixing a beverage in its container.
10. "Plastic straws" are plastic tubes that are non-biodegradable and are intended for transferring a beverage from its container to the mouth of the drinker.
11. "Polystyrene foam" is a synthetic polymer made from the styrene monomer, commonly known by the name brand Styrofoam®.
12. "Polystyrene foam products" include containers, plates, bowls, cups, and trays.
13. "Recyclable materials" are raw or processed materials that can be recovered or diverted from a non-hazardous waste stream to be reused or repurposed into another item, which may otherwise be produced using raw or virgin materials.

14. "Reusable materials" are manufactured products that are durable and washable, can be used multiple times, and are not typically discarded.
15. "Single-use products" are defined here as polystyrene foam products, plastic straws, and plastic stirrers.

## B. General Guidelines

1. Neither single-use products nor plastic bags may be sold or disbursed on City property by City staff or contracted vendors unless authorized by the City Manager, Assistant City Manager, or a Department Director. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.
2. City departments and divisions purchasing products intended for one-time use and then disposed of in waste streams must follow the product specifications approved by the Sustainability Program Manager. The City will provide a list of product specifications upon request for use in issuing Invitations for Bid and Requests for Proposal.
3. At the time of contract renewal or amendment, all contracts must incorporate this Administrative Regulation by reference and provide notice of this Administrative Regulation to the contracted vendor as applicable.
4. Following contract renewal, if a contracted vendor fails to comply with this Administrative Regulation, the City may terminate the contract or pursue other appropriate contractual remedies set forth in the contract, or both. Additionally, the City may use past non-compliance by a contracted vendor as grounds for precluding the contracted vendor from future City contracts.

## C. City Departments

All City departments and divisions will work cooperatively to further the purpose of this policy and will comply with this Administrative Regulation as of the applicable effective date set forth below.

## D. Exemptions

1. The following are exempt from this Administrative Regulation:
  - a. single-use products disbursed in compliance with the Americans with Disabilities Act (ADA);
  - b. pre-packaged food that was filled and sealed prior to receipt by a contracted vendor or permittee; and
  - c. packaging of unwrapped raw meat, poultry, and seafood.
  - d. Single-use products used by a City permittee for events or facility rentals attended by 75 people or less.
2. To allow appropriate time to modify business practices and offer educational materials to facilitate compliance, a 6-month grace period will begin upon passing of resolution.

#### E. State of Emergency

This Administrative Regulation will not apply during a state of local emergency declared pursuant to Chapter XX, Article XX of the Winter Park Code.

#### F. Effective dates

This Administrative Regulation is effective as of XXX XX, 2020 for all new or renewed City contracts and City purchases. City staff may continue to use and disburse single-use products and plastic bags purchased prior to the effective date.



# Single-Use Products Policy Resolution



## April 27, 2020 Commission Meeting

Commissioner Weaver requested that single use plastic ban in government facilities policy similar to Orange County's be brought forward for discussion to KWPB&S, Parks & Recreation Board and be brought back to Commission. Commissioner Carolyn Cooper requested through the City Manager that potential cost impacts be included in discussions

## June 4, 2020

Sustainability Staff provided draft ordinance based on Orange County and Orlando Ordinances to Parks & Recreation Staff Liaison





## July 1, 2020 Provided Ordinance to KWPB&S Board for Comments

- Board recommended resolution with amendments: Make city permittee for events attended by 75 people or less exempt (reduced from event size of 100); Add a 6-month grace period from date of resolution for compliance;




### Basics:

- Only applicable on City Property (Parks/Offices/Venues)  
\*NOT community-wide, not private property\*
- Applicable to City Boards, City Contractors, City Permittees (farmers market, events/facility rentals)
- Exemptions: ADA, prepackaged food, packaging of unwrapped raw meat, city permittee for events attended by 75 people or less
- Prohibits selling or disbursement of plastic bags, plastic straws, plastic stirrers, polystyrene (Styrofoam®) containers, plates, bowls, cups and trays \*NOT plastic forks, knives, spoons\*

### Cost Comparison of Alternatives - BAGS


Material	Size (Width x Height x Gusset Width)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Bag Provided (bring your own) 					\$0.00	
HDPE Plastic 	11.5"x21"x6.25"	Unknown	\$ 13.99	500	\$0.03	<a href="https://www.webstaurantstore.com/1-6-size-71-mil-white-happy-face-heavy-duty-plastic-t-shirt-bag-case/433NHT108.html">https://www.webstaurantstore.com/1-6-size-71-mil-white-happy-face-heavy-duty-plastic-t-shirt-bag-case/433NHT108.html</a>
Biodegradable Plastic 	12"x22"x6.5"	USA	\$ 19.49	500	\$0.04	<a href="https://www.webstaurantstore.com/green-herc-1-6-size-biodegradable-plastic-t-shirt-bag-case/433NHTBIO.html">https://www.webstaurantstore.com/green-herc-1-6-size-biodegradable-plastic-t-shirt-bag-case/433NHTBIO.html</a>
Paper 	12"x17"x7"	Unknown	\$ 59.11	300	\$0.20	<a href="https://www.webstaurantstore.com/duro-brown-printed-100-recycled-shopping-bag-with-handles-12-x-7-x-17-bundle/433B12717REC.html">https://www.webstaurantstore.com/duro-brown-printed-100-recycled-shopping-bag-with-handles-12-x-7-x-17-bundle/433B12717REC.html</a>

# Cost Comparison of Plastic Alternatives - STRAWS





Material	Size (Length, Diameter)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Plastic Straw Provided (bring your own) 					\$0.000	
Plastic, Paper Wrapped 	7.75", 0.25"	Unknown	\$33.28	12,000	\$0.003	<a href="https://www.webstaurantstore.com/choice-7-3-4-jumbo-clear-wrapped-straw-case/485WJ7TN.html">https://www.webstaurantstore.com/choice-7-3-4-jumbo-clear-wrapped-straw-case/485WJ7TN.html</a>
Paper, Paper Wrapped 	7.75"	Unknown	\$46.16	3,200	\$0.014	<a href="https://www.webstaurantstore.com/ecochoice-7-3-4-white-jumbo-wrapped-compostable-paper-straw-case/485WPJ7WH.html">https://www.webstaurantstore.com/ecochoice-7-3-4-white-jumbo-wrapped-compostable-paper-straw-case/485WPJ7WH.html</a>







### Cost Comparison of Plastic Alternatives - STIRRERS

Material	Size (Length, Diameter)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Plastic Stirrer Provided					\$0.000	
Wood	5.5"	Unknown	\$12.98	10,000	\$0.001	<a href="https://www.webstaurantstore.com/royal-paper-r810-5-1-2-eco-friendly-wood-coffee-stirrer-case/485R810.html">https://www.webstaurantstore.com/royal-paper-r810-5-1-2-eco-friendly-wood-coffee-stirrer-case/485R810.html</a>
Plastic 	5", 0.1"	Unknown	\$8.64	10,000	\$0.001	<a href="https://www.webstaurantstore.com/choice-5-black-unwrapped-coffee-stirrer-sip-straw-case/485SIP5BK.html">https://www.webstaurantstore.com/choice-5-black-unwrapped-coffee-stirrer-sip-straw-case/485SIP5BK.html</a>





**Cost Comparison of Plastic Alternatives - TAKE OUT CONTAINERS**

Material	Size (Length x Width x Height)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Disposable Takeout Containers Provided					\$0.00	
Expanded Polystyrene Foam (Styrofoam™) 	8.25"x8"x3"	Unknown	\$ 17.69	200	\$0.09	<a href="https://www.webstaurantstore.com/genpak-s240-wht-8-1-4-x-8-x-3-white-medium-1-compartment-foam-snap-it-hinged-lid-container-case/3745N240W.html">https://www.webstaurantstore.com/genpak-s240-wht-8-1-4-x-8-x-3-white-medium-1-compartment-foam-snap-it-hinged-lid-container-case/3745N240W.html</a>
Biodegradable sugarcane/bagasse 	8"x8"x3"	Unknown	\$ 37.99	200	\$0.19	<a href="https://www.webstaurantstore.com/8-x-8-x-3-biodegradable-compostable-sugarcane-bagasse-1-compartment-takeout-box-case/395TO881.html">https://www.webstaurantstore.com/8-x-8-x-3-biodegradable-compostable-sugarcane-bagasse-1-compartment-takeout-box-case/395TO881.html</a>
Paper 	8"x6"x2.5"	USA	\$ 48.96	200	\$0.24	<a href="https://www.webstaurantstore.com/bio-pak-03bwwhite-8-x-6-x-2-1-2-white-microwavable-paper-3-take-out-container-case/79503BPWHITE.html">https://www.webstaurantstore.com/bio-pak-03bwwhite-8-x-6-x-2-1-2-white-microwavable-paper-3-take-out-container-case/79503BPWHITE.html</a>
Clear Polystyrene 	8.25"x7.75"x3"	USA	\$ 62.56	250	\$0.25	<a href="https://www.webstaurantstore.com/dart-c51ut1-staylock-8-1-4-x-7-3-4-x-3-clear-hinged-plastic-medium-container-case/301CS1UT1.html">https://www.webstaurantstore.com/dart-c51ut1-staylock-8-1-4-x-7-3-4-x-3-clear-hinged-plastic-medium-container-case/301CS1UT1.html</a>




### Cost Comparison of Plastic Alternatives - FOAM PLATES

Material	Size (Length, Diameter)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Disposable plate provided (reusables on site)					\$0.00	
Expanded Polystyrene Foam (Styrofoam™) 	10.25"	Unknown	\$36.92	500	\$0.07	<a href="https://www.webstaurantstore.com/genpak-lam10-elite-101-4-white-laminated-foam-plate-case/374LAM10.html">https://www.webstaurantstore.com/genpak-lam10-elite-101-4-white-laminated-foam-plate-case/374LAM10.html</a>
Sugarcane 	10"	Unknown	\$46.61	500	\$0.09	<a href="https://www.webstaurantstore.com/ecochoice-biodegradable-compostable-sugarcane-bagasse-10-plate-case/395RP10.html">https://www.webstaurantstore.com/ecochoice-biodegradable-compostable-sugarcane-bagasse-10-plate-case/395RP10.html</a>
Paper 	10"	Unknown	\$59.50	500	\$0.12	<a href="https://www.webstaurantstore.com/creative-converting-50000b-10-white-paper-plate-case/286PP10WH.html">https://www.webstaurantstore.com/creative-converting-50000b-10-white-paper-plate-case/286PP10WH.html</a>
Plastic 	10"	Unknown	\$116.06	600	\$0.19	<a href="https://www.webstaurantstore.com/creative-converting-28000031b-10-white-plastic-plate-case/286P10WH.html">https://www.webstaurantstore.com/creative-converting-28000031b-10-white-plastic-plate-case/286P10WH.html</a>




# Cost Comparison of Plastic Alternatives - FOAM BOWLS

Material	Size (Capacity)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Disposable bowl provided (reusables on site)					\$0.00	
Expanded Polystyrene Foam (Styrofoam™) 	10-12oz.	USA	\$34.42	1000	\$0.03	<a href="https://www.webstaurantstore.com/dart-12bwwgr-quiet-classic-10-12-oz-white-laminated-round-foam-bowl-case/30112BWWQR.html">https://www.webstaurantstore.com/dart-12bwwgr-quiet-classic-10-12-oz-white-laminated-round-foam-bowl-case/30112BWWQR.html</a>
Sugarcane 	12oz.	Unknown	\$51.99	1000	\$0.05	<a href="https://www.webstaurantstore.com/ecochoice-biodegradable-compostable-sugarcane-bagasse-12-oz-bowl-case/395RB12.html">https://www.webstaurantstore.com/ecochoice-biodegradable-compostable-sugarcane-bagasse-12-oz-bowl-case/395RB12.html</a>
Plastic 	12oz.	USA	\$52.68	1000	\$0.05	<a href="https://www.webstaurantstore.com/fine-line-flairware-210-wh-10-1-4-white-customizable-plastic-plate-case/346210WH.html">https://www.webstaurantstore.com/fine-line-flairware-210-wh-10-1-4-white-customizable-plastic-plate-case/346210WH.html</a>
Paper 	12oz.	USA	\$115.40	1000	\$0.12	<a href="https://www.webstaurantstore.com/bare-by-solo-hb12b-j7234-12-oz-heavy-weight-paper-bowl-case/760HB12B.html">https://www.webstaurantstore.com/bare-by-solo-hb12b-j7234-12-oz-heavy-weight-paper-bowl-case/760HB12B.html</a>

### Cost Comparison of Plastic Alternatives - FOAM CUPS

Material	Size (Capacity)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Disposable cup provided (reusables on site)					\$0.00	
Expanded Polystyrene Foam (Styrofoam™) 	16 oz.	USA	\$44.28	1000	\$0.04	<a href="https://www.webstaurantstore.com/dart-16-oz-white-customizable-foam-cup-case/30116/16.html">https://www.webstaurantstore.com/dart-16-oz-white-customizable-foam-cup-case/30116/16.html</a>
Paper (Single Poly Coated Paper) 	16 oz.	Unknown	\$41.57	1000	\$0.04	<a href="https://www.webstaurantstore.com/choice-16-oz-white-poly-paper-hot-cup-case/50016W.html">https://www.webstaurantstore.com/choice-16-oz-white-poly-paper-hot-cup-case/50016W.html</a>
Paper (biodegradable lining) 	16 oz.	Unknown	\$70.06	1000	\$0.07	<a href="https://www.webstaurantstore.com/ecochoice-16-oz-leaf-print-compostable-and-biodegradable-paper-hot-cup-case/50016PLAWHT.html">https://www.webstaurantstore.com/ecochoice-16-oz-leaf-print-compostable-and-biodegradable-paper-hot-cup-case/50016PLAWHT.html</a>

### Cost Comparison of Plastic Alternatives - FOAM TRAYS

Material		Size (lengthxwidthxheight)	Manufactured In	Price/Case	Units/Case	Price/Unit	Webstaurant Link
No Disposable tray provided (reusables on site)						\$0.00	
Foam		10.4"x8.4"x1.2"	Unknown	\$25.84	500	\$0.05	<a href="https://www.webstaurantstore.com/genpak-10500-10-3-8-x-8-3-8-x-1-3-16-5-compartment-white-foam-school-tray-case/37410500%20%20%20%20WHITE.html">https://www.webstaurantstore.com/genpak-10500-10-3-8-x-8-3-8-x-1-3-16-5-compartment-white-foam-school-tray-case/37410500%20%20%20%20WHITE.html</a>
Sugarcane		10"x8"x0.75"	Unknown	\$45.49	500	\$0.09	<a href="https://www.webstaurantstore.com/ecochoice-8-1-2-x-12-biodegradable-compostable-sugarcane-bagasse-5-compartment-long-tray-case/395TRAYSL.html">https://www.webstaurantstore.com/ecochoice-8-1-2-x-12-biodegradable-compostable-sugarcane-bagasse-5-compartment-long-tray-case/395TRAYSL.html</a>
Molded Paper Fiber		10.5"x8.5"x1"	USA	\$84.63	500	\$0.17	<a href="https://www.webstaurantstore.com/huhtamaki-chinet-22025-10-1-2-x-8-1-2-white-molded-fiber-pulp-5-compartment-cafeteria-tray-case/433VALLEY.html">https://www.webstaurantstore.com/huhtamaki-chinet-22025-10-1-2-x-8-1-2-white-molded-fiber-pulp-5-compartment-cafeteria-tray-case/433VALLEY.html</a>



# City Commission agenda item

item type Action Items Requiring Discussion	meeting date October 28, 2020
prepared by Randy Knight	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## **subject**

Discussion of adding a charter ballot question concerning allowing the requirement for supermajority votes in certain circumstances.

## **motion / recommendation**

Provide direction to staff and city attorney as to whether or not the Commission wishes to add a ballot question in March to allow for a requirement of supermajority votes in certain circumstances.

## **background**

Currently the City Charter, in Section 2.08(c) under the title "Voting" states "The affirmative vote of three (3) members of the city commission who are present at the meeting, either in person or through the use of video-conferencing, shall be necessary to adopt any ordinance or resolution.

Our attorneys have advised that this language prohibits creating a requirement for a supermajority for any specific type of ordinance, including those for a conditional use or a comp plan change.

At the work session on October 21, 2020 there was consensus to place this item on the next agenda for discussion. Below is a reprint of the entire Section 2.08 of the City Charter.

- Sec. 2.08. - Procedure.

(a) Meetings. The commission shall meet regularly at least once every month at such time and public place as the commission may prescribe by rule. Special and/or emergency meetings may be held upon call of any member of the commission. Special meetings require twenty-four (24) hours advance notice to each member of the city commission and to the public. Emergency meetings require, when practicable, twelve (12) hours notice to

each member of the city commission and to the public and shall be called only to consider a public emergency affecting life, health, property or the public peace. Notice to the public consists of posting notice at some designated, conspicuous place in front of City Hall. A proposed agenda for all meetings shall also be posted in this same location as soon as practicable before each meeting, but in any event not later than twenty-four (24) hours for each regular and special meeting. Failure to list a specific item on an agenda shall not affect the validity of any act of the city commission. In the event any regular, special or emergency meeting is to be adjourned to reconvene at a later time, the date, time and place of reconvening shall be announced prior to such adjournment.

(b) Rules. The commission shall determine its own rules and order of business. Minutes shall be kept of all commission proceedings.

(c) Voting. Voting on ordinances and resolutions shall be by roll call vote of the commissioners and the mayor and shall be recorded in the minutes. The affirmative vote of three (3) members of the city commission who are present at the meeting, either in person or through the use of video-conferencing, shall be necessary to adopt any ordinance or resolution. The use of video-conferencing by an individual member of the city commission shall be limited to not more than three (3) times per calendar year and shall be subject to approval pursuant to and governed by rules and procedures adopted by the city commission. No other action of the commission except as provided in Sections 2.07 and in 2.08(d) shall be valid or binding unless adopted by the affirmative vote of a majority of a quorum present.

(d) Quorum. A majority of the commission must be physically present to constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission.

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

Leave language as it.

#### **fiscal impact**

None.





# City Commission agenda item

item type Public Hearings	meeting date October 28, 2020
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## **subject**

Request of the City of Winter Park for: An Ordinance Amending Article IV "Sign Regulations" Providing for Revised Regulations Relating to Temporary Signage. (First Reading)

## **motion / recommendation**

P&Z Board and staff recommendation is for approval of the Ordinance as presented.

## **background**

This public hearing is to consider an Ordinance to amend the City Sign Code to revise the regulations for temporary signs. There are many types of temporary signs but the proposed changes in this Ordinance focus on political or election signs as well as event or free expression signs.

Political or election signs are temporary signs in support of candidates for elected office, or other voter election issues to be on a ballot. Event or free expression signs would advocate for variety of causes. We typically see such signs promoting an event like a Church rummage sale, announcing a child as a high school graduate, advocating for social justice and other political causes on a range of opinions on local or national issues.

Constitutional law requires that local government make provisions for all types of these political and free expression signs based upon the First Amendment to the US Constitution providing for "free speech" and such signage regulations must be content neutral.

Part of the objective of this Ordinance is to update the temporary sign regulations based on current constitutional law and to make the regulations for temporary signs uniform. A summary of the changes are as follows:

1. The Ordinance has reorganized the regulations that apply to all types of

temporary signs including construction development signs, real estate signs, etc. so that they are all grouped under one Code section uniformly.

2. The Ordinance revises the size of permitted temporary political, election, event or free expression signage to a maximum of 12 square feet in total (per street frontage) with no one sign greater than 4 square feet in size. The Ordinance is consistent with Orlando's code in limiting no more than two election signs while then allowing another temporary sign to be a real estate or event/free expression sign. Currently Winter Park is the only jurisdiction in Orange County that restricts such temporary election signage to a limit of two signs, each a maximum of two square feet. The allowable size for election signs in every other Orange County jurisdiction is at least 4 square feet in size.
3. The Ordinance also removes the 45-day pre-election timeline that currently exists as current case law does not allow for the restriction of election signage to any number of days prior to an election.
4. The new text emphasizes that all types of temporary signage, including election signs cannot be placed in the public right-of-way and cannot be placed on a property without the consent of the owner or the tenant of the property. When vacant lots are used for a proliferation of political signs, this section will allow for their removal. This section also states the normal practice that such illegally placed temporary signage in the street right-of-way and on public property shall be subject to removal.

A comparison with other nearby jurisdictions for election and free expression signs is as follows:

Orange County:

Residential Zones: 16 sq. ft. max. total  
max.

Other zones: 32 sq. ft.

No limit on the number of signs except the total area cannot exceed the square footage.

Winter Garden: 8 sq. ft. max. total  
max.

Other zones: 32 sq. ft.

No limit on the number of signs except the total area cannot exceed the square

footage.

Maitland:	6 sq. ft. max. each sign	Other zones:	32 sq. ft.
max.			

No limit on the number of signs; only one for each candidate with a max. 6 sf. size.

Orlando:	4 sq. ft. max. each sign	Other zones:	32 sq. ft.
max.			

Election signs and limited to two signs per property.

These new proposed temporary signage rules would be similar to Orlando's regulations. Both cities would allow up to two election signs, each a maximum of 4 sq. ft. in size. The same property could have another temporary sign such as a real estate sign or free expression sign.

Planning & Zoning Board Minutes from October 6, 2020:

- ZTA #20-06 Request of the City of Winter Park for: An Ordinance Amending Article IV "Sign Regulations" Providing for Revised Regulations Relating to Temporary Signage.

Mr. Briggs provided the Board a brief summary of the ZTA #20-06 request. Mr. Briggs explained that the City Commission is seeking to change the size limit of election signs from two square feet to four square feet to be in alignment with all other jurisdictions in Orange County. The temporary sign regulations are proposed to be grouped together into one section and include the following adjustments:

- The size of all temporary signs revised to a maximum of 12 square feet per property, per street frontage. No one temporary sign may be more than four square feet on any property. Thus, a maximum of three signs, up to four square feet each.
- The allowance of up to two election signs and up to one real estate sign or one free expression sign.
- Removal of the 45-day pre-election timeline that currently exists.
- Added emphasis that all types of temporary signage, including election signs cannot be placed in the public right-of-way or on city property and cannot be placed on a property without the consent of the owner or the tenant of the property.

The Board briefly discussed the proposed ordinance. Questions were raised regarding necessary conformity, time limits for removal of election signs, and any public appeal with regard to the current sign regulations.

No one from the public wished to speak. The public hearing was closed.

**Motion made by David Bornstein, seconded by Michael Spencer, for recommendation of an Ordinance Amending Article IV "Sign Regulations" Providing for Revised Regulations Relating to Temporary Signage.**

**Motion carried with a 5-2 vote. (Chairman Ross Johnston and Jim Fitch voted in opposition of the recommendation)**

**[alternatives / other considerations](#)**

**[fiscal impact](#)**

ATTACHMENTS:

[Sign Ordinance\\_Just Temporary Sign\\_2020.docx](#)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA  
AMENDING ARTICLE IV OF CHAPTER 58 OF THE LAND  
DEVELOPMENT CODE CONCERNING SIGN REGULATIONS;  
PROVIDING FOR REVISED REGULATIONS RELATING TO  
TEMPORARY SIGNAGE; PROVIDING FOR CONFLICTS,  
CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Winter Park (the “City”) recognizes that the location and maintenance of temporary signage affects the public health, safety, and general welfare of the businesses and residents of the City, and that in order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing and visually attractive environment of utmost importance; and

**WHEREAS**, the City recognizes that the regulation of temporary signage within the City is a means by which the aesthetics and character of the City may be maintained, and that the uncontrolled and unlimited proliferation of temporary signage would degrade the attractiveness of the natural and manmade attributes of the City, thereby undermining the economic value of tourism, visitation, and permanent economic growth; and

**WHEREAS**, the City finds that the regulation of temporary signage shall further improve pedestrian and traffic safety within the City, minimize the adverse possible impacts of temporary signage on nearby public and private property, lessen the competition and visual clutter that may otherwise be caused by the improper placement, excessive height, excessive size, or increasing numbers of temporary signage that conceals or obstructs adjacent land uses or signs; and

**WHEREAS**, the City has deemed it necessary to clarify and simplify existing temporary signage regulations and to provide additional revisions necessary to ensure the delicate balancing of First Amendment and free speech principles while achieving the City’s goals of creating a healthy, safe, and attractive environment that does not contain excessive clutter and visual distractions throughout the City; and

**WHEREAS**, in accordance with section 163.3174, Florida Statutes, and section 58-3 of the City Code of Ordinances, the City’s local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein;

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

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

**SECTION II:** Portions of Chapter 58, Land Development Code, Article IV, Sign Regulations, are hereby amended to read as shown below, and words with single underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text.

\* \* \*

**SECTION III:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-123 “Definitions” is hereby amended to add or amend the definitions as shown below:

**Sec. 58-123. – Definitions.**

*Snipe sign* means any unauthorized sign of any material whatsoever that is placed upon public property or attached in any way to any public utility pole, tree, or any other object located or situated on or within any public road right-of-way or easement or placed upon a private property without the express written permission of the property owner.

*Temporary sign* means any sign that is not a permanent sign. Temporary signs shall include any and all signs formerly or commonly referred to as temporary election signs, temporary political signs, temporary free expression signs, temporary real estate signs, temporary directional signs, temporary construction signs, temporary grand opening signs, or any other temporary sign unless otherwise expressly provided herein. Permitted temporary signs shall not include any sign devoted to commercial off-site advertising for services such as lawn care, day care, construction services or solicitations.

**SECTION IV:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-134 “Temporary signs” subsections (a) through (e) are hereby repealed in their entirety and shall be amended, modified and readopted as subsections (a) through (f) as shown below:

**Sec. 58-134. – Temporary signs.** In addition to other signs permitted by this section, temporary signs may be permitted in accordance with the following requirements. Such temporary signs shall meet all requirements of this article except as otherwise provided in this subsection. Further, a temporary sign may display multiple independent messages on any portion of the sign surface or copy area of such temporary sign.

- (a) Each property in the City shall be allowed twelve (12) square feet of non-illuminated temporary signage on each street frontage. Such temporary signs may be either where an owner or resident is actively attempting to sell or lease such property, either personally or through an agent, or is displaying signage which is supporting an election or political purpose or free expression purpose. Such temporary sign(s) shall not individually exceed four (4) square feet in area nor six (6) feet in height. Temporary signs promoting an election, political purpose shall be limited to no more than two (2) signs per street frontage and only one per candidate. Temporary signs promoting an event, free expression or a real estate purpose shall be limited to no more than one (1) sign per street frontage. Such sign(s) may be up to twelve (12) square feet in size in areas that are permitted for nonresidential buildings as long as the twelve (12) square feet is used entirely for the purpose of advertising the sale or lease of property, otherwise, such signs are limited to four (4) square feet in size.

- (b) Temporary signs used for the purpose of supporting an event or election or political purpose shall be removed within seven (7) days after the event or election is held.
- (c) One on-site non-illuminated temporary development sign may be permitted on property where there is an active building program is underway to identify the project, the developer, architect, contractor, realtor and others involved in the design, construction and financing in accordance with Florida law. Such sign shall be permitted on a temporary basis and shall not be erected more than five days prior to the start of construction. Such temporary sign shall be removed upon issuance of a certificate of occupancy or when there has been no construction activity on the property for sixty (60) days or more. Such sign shall be limited to one per street frontage and shall not exceed eight (8) square feet in size or six (6) feet in height for single family and duplex building projects; thirty-two (32) square feet in size and eight (8) feet in height for multifamily building projects and thirty-two (32) square feet for nonresidential building projects. For construction projects of multi-family or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the project but the area of text, words, logos, and other project information shall not cover more than thirty-two (32) square feet of the fence wind screen materials per street frontage.
- (d) In addition to the above, a maximum of two additional temporary signs may be used to direct interested persons to the location of an open house. The two directional signs are limited in size to four (4) square feet, may not be adorned with any visual attractors such as balloons or pinwheels and may be placed in the public right-of-way subject to not blocking visibility for traffic and are subject to allowing removal by the abutting property owner if that owner does not consent to the placement of the sign. Such directional signs shall be posted only during the hours of 9:00 a.m. to 6:00 p.m. and shall be removed immediately following the close of the open house event. Open house signage shall not be posted more than two days per week.
- (e) All temporary signs shall be located only on private property with the express permission of the property owner or occupant of such property, and such signage shall be located behind the sidewalk, or ten (10) feet behind the curb or edge or pavement, whichever is greater. When a vacant property is used for the placement of more than two (2) temporary signs, the City may presume that the property owner has not granted express permission for such temporary signage and such signs may be removed by the city. No such temporary signage shall be allowed on any public property or within the public right-of-way. Temporary signage that is placed in violation of this subsection is subject to immediate removal and disposal by the city.

**Sec. 58-134. -- Temporary signs.**

~~(a) In addition to other signs permitted by this section, temporary signs may be permitted in accordance with the following requirements: Such temporary signs shall meet all requirements of this article except as otherwise provided in this subsection.~~

~~(b) Subdivision development signs shall be permitted to identify subdivisions where an active building and development program is underway. Such signs shall be permitted on a temporary~~

permit basis only for a maximum of two years or until the subdivision is completed, whichever shall occur first. Such signs shall be limited to one per street frontage and shall not exceed 32 square feet in size or eight feet in height. For construction projects of multi-family or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the exterior of the project on up to 50 percent of the wind screen area but the area of text, words, logos, and other project information shall not cover more than 32 square feet of the fence wind screen materials per street frontage.

(c) On site development signs shall be permitted on property where there is an active building program underway to identify the project, the developer, architect, contractor, realtor and others involved in the design, construction and financing. Such signs shall be permitted on a temporary basis and shall not be erected more than five days prior to the start of construction. Signs shall be removed upon issuance of a certificate of occupancy or when there has been no construction activity on the property for 60 days or more. Such signs shall be limited to one per street frontage and shall not exceed eight square feet in size or six feet in height for single family and duplex building projects; 32 square feet in size and eight feet in height for multifamily building projects and 32 square feet for nonresidential building projects. For construction projects of multi-family or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the project but the area of text, words, logos, and other project information shall not cover more than 32 square feet of the fence wind screen materials per street frontage.

(d) One temporary real estate sign offering real property for sale or lease shall be permitted on each street frontage of properties where an owner is actively attempting to sell or lease such property, either personally or through an agent. Such sign shall not exceed four square feet in area nor six feet in height in residential zones for one or two family dwellings and shall not exceed 12 square feet in area for multifamily dwellings or nonresidential buildings. All such temporary real estate signs shall be located behind the sidewalk or ten feet behind the curb or edge of pavement, whichever is greater. Additionally, a maximum of two "open house" signs may be used to direct interested persons to the location of an open house, in addition to the "open house" sign placed at the site of the real property offered for sale. The two directional signs are limited in size to two square feet and may be placed in the public right of way subject to not blocking visibility for traffic and are subject to allowing removal by the abutting property owner if that owner does not consent to the placement of the sign. Such "open house" signs shall be posted only during the hours of 9:00 a.m. to 6:00 p.m. and shall be removed immediately following the close of the open house event. Open house signage shall not be posted more than two days per week.

(e) Political or campaign signs on behalf of candidates for public office or measures on election ballots provided that such signs are subject to the following regulations:

(1) Such signs shall be erected not earlier than 45 days prior to such election and shall be removed within three days following such election. For city elections, political signs posted prior to the date of the scheduled primary election date may remain posted until three days following the general election.



~~(2) One sign is permitted on any one property frontage, except as modified herein. Such signs shall not exceed two square feet in area, and if detached, shall not exceed six feet in height. For city elections, when an election is held for two city commission seat vacancies, two signs (one for each seat) are permitted on any one property frontage. In addition, one additional sign (other than a sign for a city commission seat or city mayoral candidate) may be placed on any property street frontage. For elections when no city commission or mayoral candidate or other city matter is on the ballot, one sign is permitted on any one property frontage.~~

~~(3) All signs shall be located behind the sidewalk, or ten feet behind the curb or edge or pavement, whichever is greater.~~

~~(4) Any candidate, election committee or organization for an electoral measure that does not conform to these provisions shall be subject to the misdemeanor penalties provided by [section 1-7](#) of this Code of Ordinances, or shall be subject to issuance of a citation under [chapter 1](#), article II, of this Code of Ordinances or shall be subject to issuance of a notice to appear before the city's code enforcement board as provided under [chapter 2](#), article III, division 4 of this Code of Ordinances.~~

~~Prior to the imposition of any of the foregoing penalties on a candidate for political office, written notice of the violation shall be delivered to the candidate's local campaign treasurer or to the candidate or his representative. If the violation is not corrected within 72 hours following delivery of such notice, the candidate shall be in violation of this subsection (e) whether or not the candidate erected the signs constituting the violation.~~

~~Prior to the imposition of any of the foregoing penalties on an election committee or organization for an electoral provision, written notice of the violation shall be delivered to the person or persons who publicly represent themselves as chairman of or in charge of such committees or organizations. If the violation is not corrected within 72 hours following delivery of such notice, the election committee or organization for an electoral provision shall be in violation of this subsection (e) whether or not the committee or organization erected the signs constituting the violation.~~

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

**SECTION VI: SEVERABILITY.** If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

**SECTION VII: CODIFICATION.** Sections II through IX of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

**SECTION VIII:** This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Winter Park**

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Steven M. Leary, Mayor

Attest:

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City Clerk



# City Commission agenda item

item type Public Hearings	meeting date October 28, 2020
prepared by Allison McGillis	approved by Bronce Stephenson, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective	

## **subject**

Request of the City of Winter Park for: An Ordinance Amending Article IV "Sign Regulations" Providing for Revised Regulations Relating to Definitions; Modifications for Signage in certain Zoning locations; and Clarifying the types of permitted and prohibited signs. (First Reading)

## **motion / recommendation**

P&Z Board and staff recommendation is for approval of the Ordinance.

## **background**

This public hearing is to consider an Ordinance to amend the City Sign Code to revise the regulations and allowances for certain signs. These are updates to the Sign Code regulations based on direction from the City Commission and observations by staff. A summary of the changes are as follows:

1. The Ordinance requires that when a building is demolished, the ground or pole sign is also demolished entirely. Now only sign face must be removed. All ground signage on such redeveloped office or commercial properties then requires that the pole sign must be replaced by a ground level monument sign.
2. The Ordinance imposes a maximum 50 square foot limitation for wall signs regardless of the amount of signable wall area.
3. The Ordinance reduces the size of under awning and under canopy signs along Park Avenue and New England Avenue from six square feet to four square feet to match the existing conditions that exist along these streets.
4. The Ordinance adds various sign definitions that were missing from the current code language and clarifies that other types of signs are prohibited, such as people spinning signs (human signs) and that no advertising signage is permitted on traffic control boxes.

Planning & Zoning Board Minutes from October 6, 2020:

- ZTA #20-07 Request of the City of Winter Park for: An Ordinance Amending Article IV

“Sign Regulations” Providing for Revised Regulations Relating to Definitions; Modifications for Signage in certain Zoning locations; and Clarifying the types of permitted and prohibited signs.

Mr. Briggs provided the Board an overview of the ZTA #20-07 request. Mr. Briggs explained that the proposed revisions to the Ordinance include the following:

- The requirement that ground or pole signs are entirely demolished when a building is demolished. The pole sign must also be replaced by a ground level monument sign on such redeveloped office or commercial properties.
- The imposition of a maximum 50 square foot limitation for wall signs regardless of the amount of signable wall area.
- The reduction of the size of under awning and under canopy signs along Park Avenue and New England Avenue from six square feet to four square feet to match the existing conditions along these streets.
- The addition of various sign definitions that were missing from the current code language and the clarification that other types of signs are prohibited.

The Board briefly discussed the proposed ordinance. Questions were raised regarding existing signs being grandfathered in, controlling signage on dark store fronts, and monument sign height limits.

No one from the public wished to speak. The public hearing was closed.

**Motion made by Laura Turner, seconded by Richard James, for recommendation of an Ordinance Amending Article IV “Sign Regulations” Providing for Revised Regulations Relating to Definitions; Modifications for Signage in certain Zoning locations; and Clarifying the types of permitted and prohibited signs.**

**Motion unanimously carried with a 7-0 vote.**

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Sign Ordinance\\_Staff Updates\\_2020.docx](#)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE IV “SIGN REGULATIONS” OF CHAPTER 58 LAND DEVELOPMENT CODE; PROVIDING FOR REVISED REGULATIONS RELATING TO AMENDMENTS TO DEFINITIONS; MODIFICATIONS FOR SIGNAGE IN CERTAIN ZONING LOCATIONS; CLARIFYING TYPES OF PERMITTED AND PROHIBITED SIGNS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Winter Park (the “City”) recognizes that the location and maintenance of signage affects the public health, safety, and general welfare of the businesses and residents of the City, and that in order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing and visually attractive environment of utmost importance; and

**WHEREAS**, the City recognizes that the regulation of signage within the City is a means by which the aesthetics and character of the City may be maintained, and that the uncontrolled and unlimited proliferation of signage would degrade the attractiveness of the natural and manmade attributes of the City, thereby undermining the economic value of tourism, visitation, and permanent economic growth; and

**WHEREAS**, the City finds that the regulation of signage shall further improve pedestrian and traffic safety within the City, minimize the adverse possible impacts of temporary signage on nearby public and private property, lessen the competition and visual clutter that may otherwise be caused by the improper placement, excessive height, excessive size, that conceals or obstructs adjacent land uses or signs; and

**WHEREAS**, in accordance with section 163.3174, Florida Statutes, and section 58-3 of the City Code of Ordinances, the City’s local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein;

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

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

**SECTION II:** Portions of Chapter 58, Land Development Code, Article IV, Sign Regulations, are hereby amended to read as shown below, and words with single underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text.

\* \* \*

**SECTION III:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-123 “Definitions” is hereby amended to add or amend the definitions as shown below:

**Sec. 58-123. – Definitions.**

*Canopy (or marquee)* means a permanent roof-like shelter extending from part or all of a building face over the sidewalk or public right-of-way or a colonnade where the upper floor(s) extend over the pedestrian sidewalk and constructed of some durable materials such as wood, metal glass or plastic.

*Monument sign* means a freestanding ground mounted sign which is supported by and integrated with an internal structural framework covered by a solid base, as opposed to exposed poles, posts, columns or other such structural supports.

*Signable area* means an area of the façade of a building up to the roof line, not including parapet façade areas, which is free of windows and doors or ~~major~~ architectural detailing.

**SECTION IV:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-124 “Signs permitted in zoning districts of the city” is hereby amended in subsection (d) (3) (5) and (6) and by the addition of a new subsection (g) as shown below:

**Sec. 58-124. Signs permitted in zoning districts of the city.**

(d) Commercial (C-2) district.

(3) Ground signs and projecting signs on properties or buildings within the ~~central business district~~ C-2 district shall be limited to an area of each face of 20 square feet and shall have a minimum clearance of seven feet unless such sign is a ground level monument sign.

(5) Signs attached to the underside of a canopy or colonnade shall have a copy area no greater than four ~~six~~ square feet for single tenant signs and six square feet for multi-tenant signs, with a maximum letter height of nine inches, subject to a minimum clearance of seven feet from the sidewalk or pedestrian walkway. Under canopy signs shall not have any lighting either internal, on the sign face or external.

(6) Commercial (C-2) district properties may not have digital, electronic, and/or internally-illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade. Sign faces and sides may not be translucent and must be an opaque material such as metal or wood.

(e) General commercial (C-3), limited commercial (C-3A) and light industrial (I-1) districts.

(1) Each ~~premises or~~ building shall be permitted one ground sign indicating only the business, commodities, service or other activity sold, offered or conducted on the property. Where a ~~premises~~ building has in excess of 300 feet of frontage, one additional ground sign may be erected for each additional 300 feet of street frontage in excess to the first 300 feet. Ground signs shall also comply with the applicable provisions of [section 58-125](#). Service stations shall be permitted one additional ground sign not exceeding 32 square feet of area per face indicating only the prices of fuels sold on the premises. A ground sign must be located entirely on private property behind the lot line. Effective January 1, 2021, whenever a property is undergoing redevelopment such that the principal building has been demolished or more than 50% of the building structure or structural elements have been removed, then the ground or pylon sign must also be removed and the only type of ground sign that is permitted to be erected is a monument sign.

(g) Medical arts (MA) district.

- (1) Signs in the medical arts district shall comply with the regulation for the office (O-1) and (O-2) districts except that the city commission may approve a master sign plan permitting additional signs, height and area as appropriate for the medical campus and buildings.
- (2) Signs in the medical arts district shall also comply with the provisions of the office districts including paragraph (3) related to sign types, design and illumination.

**SECTION V:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-125 “Ground signs” in subsection (d) “Height and area” in the text above Table I, is hereby amended as shown below:

**Sec. 58-125. - Ground signs.**

(d) *Height and area.* The maximum permitted height and area of signs should be related to the environment in which the sign will be seen and to the type of ground sign utilized either a pylon or pole supported sign or a monument supported ground sign. Therefore, the limits in Table I are based on traffic speed and number of lanes on streets in the city. The maximum height of any pylon or pole supported ground sign other than a monument sign shall not exceed the limits established by Table I, per sign face. ~~If the sign has more than one face, the total area shall not exceed twice the area permitted for one face.~~ The maximum height for a monument supported ground sign shall not exceed 20 feet on the four lane arterial roadways of Orlando Avenue, Aloma Avenue and Lee Road and shall not exceed 8 feet in height for all other roadways.

TABLE 1  
MAXIMUM PERMITTED HEIGHT AND AREA  
OF PYLON AND POLE SUPPORTED GROUND SIGNS

Street	Area Each Face (square feet)	Max. Height From Grade (feet)
2-Lane Streets	36	8
Orlando Ave., Aloma Ave., Lee Rd.	100	25
All other 4—6 lanes	50	20

**SECTION VI:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-126 Wall signs is hereby amended as shown below:

**Sec. 58-126. - Wall signs.**

a) *Signable area determination.* The occupancy displaying a wall sign shall with the City's approval, determine the signable area by choosing one such area on the building facade or wall and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square which is drawn around this wall area.

(b) *Area limits.* In all cases, wall sign areas refer to the area of copy including words, logos and decorative elements rather than the area of the and blank background or frame.

(1) Where an occupancy has no ground, roof or projecting sign on the same premises, 45 percent of the signable area may be used for copy.

(2) Where an occupancy has a ground sign but no roof or projecting sign on the same premises, 30 percent of the signable area may be used for copy.

(3) Where an advertiser has a projecting sign but no ground sign on the same premises, 15 percent of the signable area may be used for copy.

(4) However, in no case shall any wall sign exceed fifty (50) square feet, regardless of the amount of signable area.

(c) *Interruption of architectural features.* A wall sign shall not interrupt any ~~major~~ architectural features of the building, and shall not project from the wall by more than 12 inches.

~~(d) *When unrestricted.* One identification wall sign four square feet in area or less with non-illuminated letters up to but not exceeding three inches in height, is not restricted and shall be permitted in addition to regulated signage.~~

**SECTION VII:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-128 "Canopy (or marquee) signs", subsection (6) is hereby amended to add or amend the definitions as shown below:



**Sec. 58-128. Canopy (or marquee) signs.**

- (6) Signs attached to the underside of a canopy or colonnade shall have a copy area no greater than four ~~six~~ square feet for single tenant signs and six square feet for multi-tenant signs, with a maximum letter height of nine inches, subject to a minimum clearance of seven feet from the sidewalk or pedestrian walkway in the ~~central business district~~ (C-2) zoning district, and eight feet from the sidewalk or pedestrian walkway in all other districts and shall be mounted as nearly as possible at right angles to the building face. Under canopy signs shall not have any lighting either internal, on the sign face or external.

**SECTION VIII:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-133 “Nonconforming signs”, subsection (b) is hereby amended to add or amend the definitions as shown below:

**Sec. 58-133. Nonconforming signs and signage permitted for redevelopment.**

- (b) Whenever the occupancy of a premises with nonconforming signs changes, the new occupant shall be required to remove, change or alter such signs to conform to the provisions of these regulations. This requirement is not intended to apply to changes in ownership where the same type of business, continues to occupy the premises. Whenever a building is demolished or more than 50% of the building or structural elements have been removed for redevelopment, any existing ground signs shall also be demolished and completely removed including all parts of the structure and base at the same time as the demolition is permitted and occurs and any new signs shall be required to conform to the provisions of these regulations.

**SECTION IX:** Chapter 58, Land Development Code, Article IV, Sign Regulations, Subsection 58-135 “Prohibited signs” is hereby amended by adding and amending subsections (12) through (14) as shown below:

**Sec. 58-135. – Prohibited signs.**

The following types of signs are expressly prohibited in all districts, except as otherwise provided by this article:

- (13) Human signs.
- (14) Signage, lettering or logos on any sidewalk café seating umbrella, chair or table located within a public right-of-way.
- (15) Any sign not expressly permitted in article IV, sign regulations, or elsewhere in this code is prohibited.
- (16) Any signage attached to or made as a part of any traffic signal box or cabinet.

**SECTION X. INCONSISTENCY.** If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

**SECTION XI: SEVERABILITY.** If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

**SECTION XII: CODIFICATION.** Sections II through IX of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word “Ordinance” may be changed to “Section,” “Article,” or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener’s errors.

**SECTION XIII:** This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Winter Park**

\_\_\_\_\_  
Steven M. Leary, Mayor

Attest:

\_\_\_\_\_  
City Clerk



# City Commission **agenda item**

item type Public Hearings	meeting date October 28, 2020
prepared by Jason Riegler	approved by David Zusi, Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Replacement and renewal of aging infrastructure.	

## **subject**

Resolution - Authorizing the Mayor to execute agreement with FDOT for the relocation of water and wastewater utilities as part of the State Road 434 widening and resurfacing project (Financial Project ID 239422-1-52-01).

## **motion / recommendation**

Staff recommends approval of the Resolution and execution of the Utility Work By Highway Contractor Agreement with FDOT

## **background**

The City has a 12-inch asbestos cement water main (3,900 feet), 8" asbestos cement wastewater force main (4,100 feet) and 16" cast-iron wastewater force main (600 feet) within the S.R. 434 right-of-way. These water and wastewater utilities are at or near their useful life and need to be replaced.

FDOT is widening, milling and resurfacing S.R. 434 from Edgewater Drive to Maitland Boulevard. In accordance with FDOT's utility accommodation procedures, FDOT and the City have been coordinating with each other regarding the FDOT project and the City's water and wastewater utilities upgrades.

To efficiently and economically deliver the City utilities upgrades by taking advantage of the FDOT highway contractor mobilizing and constructing within the S.R. 434 right-of-way, FDOT and the City have agreed to enter into a Utility Work by Highway Contractor Agreement.

## **alternatives / other considerations**

1. Bidding and contracting through the City of Winter Park Procurement Division. This alternative is most likely not feasible since the FDOT Highway Contractor's work will be ahead of the City's Utility Contractor which will cause schedule delays and potential claims against the City.
2. Do not relocate and replace the City's utilities. This alternative will require the City to respond to frequent emergency repairs of the utilities. FDOT requires extensive paving

restoration for utility repairs. The paving restoration will be performed and paid for by the City.

**fiscal impact**

Initial estimate of \$1,750,000.00

Project is included in Capital Improvement Plan.

**ATTACHMENTS:**

[239422 1 56 02 UWHC at UAO Exp with Rev App WP FINAL.pdf](#)

**ATTACHMENTS:**

[Resolution UWHC Agreement SR 434 with FDOT.doc](#)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

Financial Project ID: 239422 1 56 02	Federal Project ID: N/A
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Orange	State Road No.: 434
District Document No: 1	
Utility Agency/Owner (UAO): City of Winter Park	

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Winter Park**, hereinafter referred to as the "**UAO**";

**WITNESSETH:**

**WHEREAS**, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as FPID: 239422 1 52 01; SR 434 From Edgewater Dr. to Seminole County Line, State Road No.: 434, hereinafter referred to as the "Project"; and

**WHEREAS**, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

**WHEREAS**, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

**WHEREAS**, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Design of Utility Work**

- a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before Jan. 14, year of 2021.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.
- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: PH II, PH III, Sign & Sealed. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: N/A. These exceptions shall be handled by separate arrangement.
- j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.
- k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: To be applied for  
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

**2. Performance of Utility Work**

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 5 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

- d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.
- e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: All in place density testing will be performed by FDOT or its designee and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.
- f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.
- g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

**3. Cost of Utility Work**

- a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT**. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. The initial estimate of the cost of the Utility Work is \$1,750,000.00. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

- c. At least thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 2% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).
- d. Payment of the funds pursuant to this paragraph will be made (choose one):
- ☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.
- ☒ as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.
- e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.
- f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.
- g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under Subparagraph 3. e. for future use as the Contingency Fund.

- i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

#### 4. **Claims Against UAO**

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.
- d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

#### 5. **Out of Service Facilities**

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

**6. Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
  - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
  - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
  - (6) Pursue any other remedies legally available.
  - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

days from written notice thereof from the **UAO**.

- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
  - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

**7. Force Majeure**

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**8. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES,**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

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

**FOR NON-GOVERNMENT-OWNED UTILITIES,**

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

**9. Miscellaneous**

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

David Zusi, Director

City of Winter Park

401 Park Avenue South, Winter Park, FL 32789

If to the **FDOT**:

FDOT Oviedo Operations ATTN: Operations Engineer

2400 Camp Road

Oviedo, FL 32765

**10. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 03/20

affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

- ☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first written.

**UTILITY: City of Winter Park**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

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**Recommend Approval by the District Utility Office**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

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**FDOT Legal review**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

**District Counsel**

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**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: Loreen Bobo, P.E.)

(Typed Title: Director of Transportation Development)

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**FEDERAL HIGHWAY ADMINISTRATION (if applicable)**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

**APPENDIX: "CHANGE TO FORM DOCUMENT"**

The following changes are hereby made to the UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT UTILITY EXPENSE), between the **State of Florida Department of Transportation** (the "**FDOT**") and **City of Winter Park** (the "**UAO**") dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the project identified as Financial Project Identification Number FPID 239422 1 56 02.

1. The second (2<sup>nd</sup>) Whereas is rewritten to read:

The requirements of the Project necessitate that certain utility facilities owned by the UAO be relocated, adjusted and/or installed within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

2. Paragraph 2.c, is modified to add the word "working" before days in the following sentence:

.....the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within five (5) working days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

3. Paragraph 2.h is rewritten to read:

The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall reasonably determine are necessary for the prosecution of the Project. In the event that FDOT's engineer exercises this authority, the changes shall be designed to minimize any additional impacts to the UAO's facilities".

4. Paragraph 2.j is added:

Upon completion of the Utility Work, **FDOT** shall assign to **UAO** any and all warranties and guarantees given by **FDOT's** contractors and material and equipment suppliers relating to or concerning the Utility Work.

5. Paragraph 3. a is rewritten to read:

The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be reasonably necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT** or **FDOT's** employees or agents. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.

6. Paragraph 3. b is modified to say ten (10) working days instead of five (5).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

**APPENDIX: "CHANGE TO FORM DOCUMENT"**

7. Paragraph 6:
  - Delete the language in paragraph 6.a.(5) after the word "property" in the second line.
  - Delete the language in paragraph 6.a.(1) after the word "Agreement".
  - Add the following in the introductory paragraph 6.a. after the word "may" on the second line:  
"after giving the UAO 60 days from written notice of the breach in which to cure the breach,  
which cure shall include the payment for any damages suffered regardless of the cure"
  - Add the following at the end of the sentence in 6.b.(3), "at law or in equity."
8. Paragraph 8 Indemnification is deleted.
9. Paragraph 9 Miscellaneous, a new sub paragraph g. is added to read:  
This contract shall not create any third-party beneficiary rights in any person not a part to this contract.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

710-010-08  
UTILITIES  
OGC-04/17

<b>Financial Project ID:</b> 239422 1 56 02	<b>Federal Project ID:</b> N/A
<b>County:</b> Orange	<b>State Road No.:</b> 434
<b>District Document No:</b> 1	
<b>Utility Agency/Owner (UAO):</b> City of Winter Park	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

710-010-08  
UTILITIES  
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RESOLUTION**  
UTILITY AGREEMENT

FPN#	COUNTY	STATE ROAD	DOC. #	FAP #
239422 1 56 02	Orange	434	1	N/A

**WHEREAS**, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

**WHEREAS**, in order for the **FDOT** to proceed with the Project, it is necessary for City of Winter Park, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work By Highway Contractor at UAO Expense, hereinafter referred to as the **Agreement**;

**NOW, THEREFORE, BE IT RESOLVED BY THE UAO:**

That **(Name)** \_\_\_\_\_, **(Title)** \_\_\_\_\_ hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution shall be forwarded to the **FDOT** along with the executed Agreement.

**ON MOTION** of \_\_\_\_\_, seconded by \_\_\_\_\_, the above resolution was introduced and passed by the UAO on the \_\_ day of \_\_\_\_\_, 20\_\_.

NAME: \_\_\_\_\_

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

ATTEST: .

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

### THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Winter Park ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name:	SR 434 From Edgewater Dr to Seminole County Line
Project #:	239422 1 56 02
County:	Orange

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

*The remainder of this page is blank.*

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

\_\_\_\_\_  
For FDOT-OOC (signature)

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

59-3024028  
\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY REGARDING UTILITY RELOCATION FOR THE STATE ROAD 434 PROJECT FROM EDGEWATER DRIVE TO THE SEMINOLE COUNTY LINE; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (“FDOT”) is reconstructing and improving a portion of State Road 434 from Edgewater Drive to the Seminole County line (Project #239422 1 56 02), which necessitates the City being required to relocate certain City-owned utilities within the FDOT right-of-way (the “Utility Project”); and

**WHEREAS**, the City desires to have FDOT’s contractor that is performing the highway construction to also perform the Utility Project at the City’s expense and FDOT is requesting that the City enter into a Utility Work By Highway Contractor Agreement and related Three Party Escrow Agreement; and

**WHEREAS**, the City has determined that it is in the best interest of the citizens of the City to enter into a Utility Work By Highway Contractor Agreement for the performance of the Utility Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF WINTER PARK, FLORIDA:**

**SECTION 1: Recitals.** The above recitals are true and correct and constitute findings of the City Commission.

**SECTION 2: FDOT Agreement Approval.** The City Commission hereby approves the Utility Work by Highway Contractor Agreement with the State of Florida Department of Transportation and its appendices for the Utility Project and related Three Party Escrow Agreement. The City Commission further authorizes the Mayor or the City Manager to execute the Utility Work by Highway Contractor Agreement and related Three Party Escrow Agreement on behalf of the City.

**SECTION 3: Conflicts.** All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4: Effective Date.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 28th day of October 2020.

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Mayor Steven Leary

ATTESTED:

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City Clerk, Rene S. Cranis