



# **CITY COMMISSION**

## REGULAR MEETING

## AGENDA

**MONDAY, JULY 8, 2019 AT 6:30 PM**

CITY HALL - COMMISSION CHAMBERS  
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## **CALL TO ORDER**

Roll Call  
Invocation  
Pledge of Allegiance  
Agenda Changes

## **AWARDS AND PRESENTATIONS**

- 100. Recognizing Winter Springs Babe Ruth Baseball and Softball All-Stars Teams
- 101. Presentation of Lifesaving Awards to Officers Jesus Hilerio, Andrew Jones, and Ben Rivera

## **INFORMATIONAL AGENDA**

- 200. Current Development Projects Update

*Attachments:* Current Projects Map

## **PUBLIC INPUT**

*Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.*

## **CONSENT AGENDA**

- 300. Surplus Assets

*Attachments:* Surplus Asset Final List

- 301. Amendment for Emergency Generator at Police Department

*Attachments:* Proposal for Generator (Ring Power Systems)  
Proposal for Electrical Installation (Computer Power Systems, Inc.)  
Consent Agenda Item 301 from February 25, 2019 Commission Meeting

- 302. Resolution 2019-18 - Agreement with Traffic Technology Services, Inc. to Access Traffic Signal Data

*Attachments:* Exhibit A – Resolution 2019-18  
Exhibit B – TTS Disclosure Agreement

303. Acceptance of Recreational Trails Program Grant

*Attachments:* None

304. Recreation Program Partnership Agreement – Winter Springs Babe Ruth

*Attachments:* Winter Springs Babe Ruth Partnership Agreement 2019-2021

305. Recreation Program Partnership Agreement – Winter Springs Grizzlies

*Attachments:* Winter Springs Grizzlies Partnership Agreement 2019-2021

306. Recreation Program Partnership Agreement – Winter Springs Basketball League

*Attachments:* Winter Springs Basketball Partnership Agreement 2019-2021

307. Donation Acceptance for Moss Park Basketball Court

*Attachments:* Winter Springs Proposal  
Raccoon Park Basketball Court - 2018 Project

308. Designation of Voting Delegate for the August 2019 Florida League of Cities Annual Conference

*Attachments:* Designation of Voting Delegate Form

309. Minutes from the Monday, May 20, 2019 City Commission Special Meeting

*Attachments:* Minutes

310. Minutes from the Monday, June 10, 2019 City Commission Regular Meeting

*Attachments:* Minutes

## **PUBLIC HEARINGS AGENDA**

400. Not Used

## **REGULAR AGENDA**

500. FY 2020 Budget Overview, Millage Cap, Loan Forgiveness

*Attachments:* Resolution 2019-12 (Millage Cap)  
Resolution 2019-19 (Loan Forgiveness)

501. SR 434 Buffer Requirements per Chapter 20 - Zoning Discussion

*Attachments:* None

502. City Commission Appointment/Reappointment Opportunities

*Attachments:* None

## **REPORTS**

600. City Attorney Anthony A. Garganese, Esquire

601. Interim City Manager Shawn Boyle

602. City Clerk Andrea Lorenzo-Luaces, MMC

603. Seat Four Commissioner TiAnna Hale

604. Seat Five Commissioner Geoff Kendrick

605. Mayor Charles Lacey

606. Seat One Commissioner Jean Hovey

607. Seat Two Commissioner/Deputy Mayor Kevin Cannon

608. Seat Three Commissioner Ted Johnson

## **PUBLIC INPUT**

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## **ADJOURNMENT**

## **PUBLIC NOTICE**

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or 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" - per Section 286.0105 *Florida Statutes*.



# INFORMATIONAL AGENDA ITEM 200

## CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

### TITLE

Current Development Projects Update

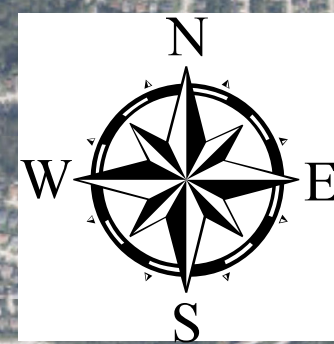
### SUMMARY

PROPOSED DEVELOPMENT PROJECTS			
PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS
AITC Office Building	863 N US 17-92	N/A	Final Engineering & Aesthetic Plans are under Staff review.
Winter Springs Medical Office	E SR 434 – West of Hacienda Dr.	N/A	Final Engineering Plans are under Staff review. Aesthetic Plans are being prepared.
Beazer Homes Senior (55+) Condominium Project (The Gatherings at Winter Springs- 108 Units)	Town Center - West side of Tuskawilla, north of Blumberg	Special Exceptions approved by City Commission on 8/13/18.	Engineering & Aesthetic Plans to be prepared by the developer.
Iriye Suites Live-Work Community	Town Center	Special Exceptions & Development Agreement approved by City Commission on 1/28/19.	Final Engineering & Aesthetic Plans are being prepared by the developer.
Wendy's	Town Center	N/A	Preliminary Site Plan and Aesthetic Plans are under staff review.
Dream Finders Townhomes (Winter Springs Townhomes) - 114 Units	Town Center - East side of Michael Blake Blvd.	Preliminary Engineering approved by City Commission on 1/8/18.	Final Engineering & Aesthetic Plans are under Staff review.
The Studios at Tusawilla	Vistawilla Dr.	N/A	Final Engineering Plans are under Staff review.

<b>APPROVED DEVELOPMENT PROJECTS / UNDER CONSTRUCTION</b>			
<b>PROJECT NAME</b>	<b>LOCATION</b>	<b>LAST ACTION ITEM</b>	<b>CURRENT STATUS</b>
Winter Springs Town Center Retail Building (Ocean Bleu)	Town Center	Final Engineering & Aesthetic Plans approved by City Commission on 6/10/19.	Developer to schedule preconstruction meeting prior to starting work.
Tuskawilla Crossings: 379 single-family homes	Town Center	Final Engineering, Development Agreement & Aesthetics approved by City Commission on 4/24/17. Plat approved 8/13/18. Phase 1 and Phase 2 Site work approved by City Commission.	Site work complete. Homes under construction.
The Blake Apartments (Catalyst Apartments): 279 apartment units	Town Center	Plat approved 10/23/17. City Commission approved Development Agreement & Final Engineering on 1/9/17.	Buildings under construction.
Hawthorn ILF (Winter Springs Retirement Residence): 144 independent living suites	Town Center	Final Engineering, Aesthetic Review, & Development Agreement approved by City Commission on 1/22/18.	Site work under construction.
Northern Oaks: 35 single-family homes by Dream Finders Homes	North side of SR 434, East of SR 417	Final Engineering & Waivers approved by City Commission on 3/13/17. Preconstruction meeting held 10/17/17. Aesthetic Review approved by City Commission on 4/9/18. Plat is recorded.	Site work under construction. Building permits issued.
Southern Oaks: 54 single-family homes	West of DeLeon St. & North of SR 434	Final Engineering, Aesthetic Review, & Development Agreement approved on 6/22/15. Plat is recorded. City Commission accepted site work on 8/14/17.	Site work complete. Homes under construction.

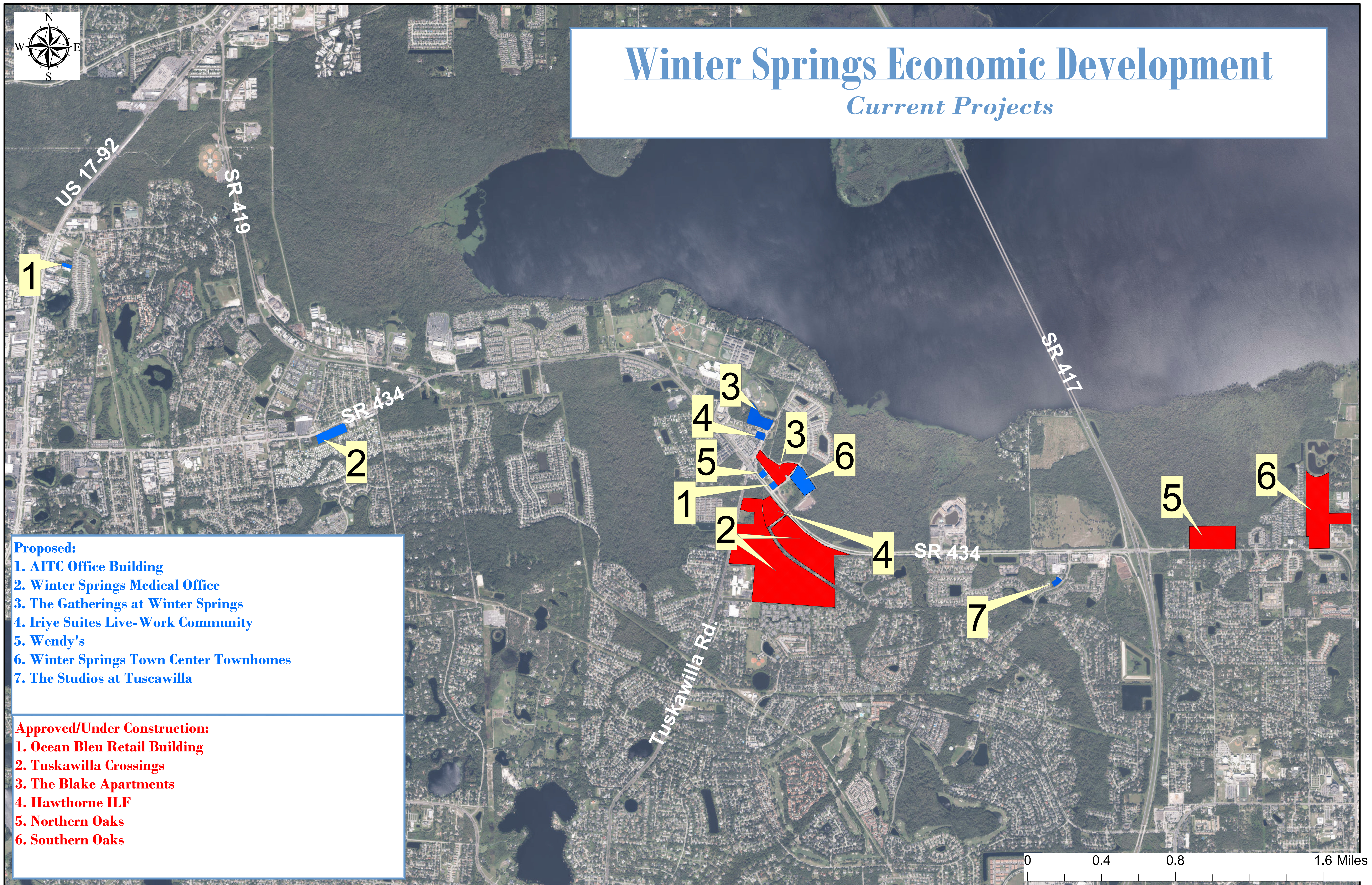
## **RECOMMENDATION**

Staff recommends the City Commission receive and review the information provided.



# Winter Springs Economic Development

## Current Projects



### Proposed:

- 1. AITC Office Building
- 2. Winter Springs Medical Office
- 3. The Gatherings at Winter Springs
- 4. Iriye Suites Live-Work Community
- 5. Wendy's
- 6. Winter Springs Town Center Townhomes
- 7. The Studios at Tuscawilla

### Approved/Under Construction:

- 1. Ocean Bleu Retail Building
- 2. Tuskawilla Crossings
- 3. The Blake Apartments
- 4. Hawthorne ILF
- 5. Northern Oaks
- 6. Southern Oaks



Surplus Assets Final List to Commission

Provided by City of Winter Springs

Comission Date	Methods of Disposal
7/8/2019	1 - Auction    6 - Totaled/Accident 2 - eWaste    7 - Lost 3 - Destroy    8 - Stolen 4 - Salvage    9 - Donated 5 - Trade-in   10 - Transfer

Surplus Assets

Departments	Description	Asset #	Serial #	Original Cost	Model #	Method of Disposal
PD	2007 Chevy Impala	810	2GWS55R679227727	\$ 18,721	Impala	1
PD	2011 Chevy Impala	993	2G1WD5EM4B1202462	\$ 23,362	Impala	1
PW	2000 Ford E250 Van	138890	1FTNE24L5YHB59178	\$ 18,349	E250	1
PW	2007 Chevy Impala	301675	2G1WS55R579222116	\$ 17,050	Impala	1
PW	Sanitary Sewer TV System	648	N/A	\$ 59,687		4



# CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Amendment for Emergency Generator at Police Department

## SUMMARY

Consent Agenda Item 301 from the February 25, 2019 City Commission meeting authorized the purchase and electrical installation of a 175KW Generator at Police Headquarters for Emergency Management purposes. The original request was approved for \$200,000. Although the cost of the Generator was known, the bids for electrical installation were still being researched.

The cost for the Generator from Ring Power Systems is \$92,100.90 (piggybacking off the Florida State Contract Bid #2210100-15-1). Staff obtained three quotes for Generator installation. The lowest cost for Generator installation resulted in \$118,723.00 by Computer Power Systems, Inc. The combined cost of the Generator and installation is \$210,823.90. In addition, a 5% contingency of \$10,541.20 is requested for any increase in scope or unknown conditions during installation. This brings the total project cost (Generator, installation, and 5% contingency) to \$221,365.10.

## RECOMMENDATION

Staff recommends that the City Commission authorize additional funding in the amount of \$21,365.10 to complete the installation of the 175KW Generator at Police Headquarters for Emergency Management purposes.



**Your North and Central Florida Caterpillar Dealer**

**ST. AUGUSTINE**  
500 World Commerce Prkwy  
St. Augustine, FL 32092  
904-737-7730

**TALLAHASSEE**  
4752 Capital Circle NW  
Tallahassee, FL 32303  
850-562-1622

**OCALA**  
6202 N US 301/441  
Ocala, FL 34475  
352-732-4600

**ORLANDO**  
9901 Ringhaver Dr.  
Orlando, FL 32824  
407-855-6195

**TAMPA**  
9797 Gibsonton Dr  
Riverview, FL 33569  
813-671-3700

**SALES**

**SERVICE**

**PARTS**

**LEASING**

**RENTALS**

**QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 12/28/18

QUOTATION NO: MB18-0021

CUSTOMER NAME: City of Winter Springs  
ADDRESS:  
CITY/STATE/ZIP: , FL  
CONTACT:  
PHONE:

ESTIMATED SHIPPING LEAD TIME: 14-16 weeks  
SHIPPING VIA/FOB: Jobsite  
ESTIMATED SUBMITTAL LEAD TIME: 3 weeks  
JOBSITE ADDRESS:  
CITY/STATE/ZIP: FL  
PROJECT NAME: City Hall

**TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		
<b>Pricing per Florida Department of Management Services "Construction and Industrial Equipment" Contract No; 22101000-15-1 July 1, 2015- June 30, 2018</b>		
<b>Group 15 Power Generators</b>		
<b>Caterpillar Base Equipment 20% MSRP Discount</b>		
NAC151P- D175 60 HZ, 208V Generator	MSRP \$34,850.00	\$27,880.00
CERTESE- EPA Stationary Emergency		
STANDBY- Standby Power Application		
UL2200- 2200 Listing	MSRP \$366.00	\$292.80
OGNSEAA- LC5014H 60 HZ SE Generator	MSRP \$9,380.00	\$7,504.00
<b>OEM Options 10% MSRP Discount</b>		
WPIC- Weatherproof White Enclosure	MSRP \$7,095.00	\$6,450.00
1000 gallon sub base fuel tank	MSRP \$9,913.20	\$9,012.00
FSS- Fuel Level Alarms	MSRP \$232.00	\$208.80

Quotation Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Customer: \_\_\_\_\_ Salesman's Signature: **Mark Barbarulo**  
Mark Barbarulo, EPG Sales. Central Florida

**TERMS**

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
CPOB- Control Panel Options Box	MSRP \$507.00	\$456.30
WSS1- Low Coolant Shutdown Circuit	MSRP \$169.00	\$152.10
CBR8001- 800A Breaker	MSRP 2,523.23	\$2,271.00
SHTAUX- Shunt Trip & Auxiliary Contacts	MSRP \$158.00	\$142.20
IVR12- Permanent Magnet Excitation	MSRP \$1,159.00	\$1,043.10
PBC10NU- Battery Charger 10A NFPA	MSRP \$698.00	\$628.20
WHH- Coolant Heater	MSRP \$226.00	\$203.40
<b>Accessories 5% MSRP Discount</b>		
Asco ATS- One (1) new Asco ATC300 Service Entrance Rated 1600A, 208V, 3-pole, NEMA3R	MSRP \$23,745.75	\$22,615.00
800A 208V Trystar Generator Docking Station ETL Listed to UL 1008 Standards Main 800amp breaker UL 50 Listed	MSRP \$8,358.00	\$7,960.00
<b>Dealer Labor for Load Test Per DMS Contract 10/11-017</b> NFPA 110 Load Test 8 hours @ \$104.00 per hour.		\$832.00
<b>Freight from factory</b>		\$2,650.00
<b>Freight to jobsite.</b>		\$1,800.00
<b>Total NET for above</b>		<b>\$ 92,100.90</b>

## EXCEPTIONS:

**Sizing of the generator is based off the power bill,**

**Startup will be done during normal business hours mon-Fri, Electrical shut downs will be done on the weekend,**

**No stairs included**

## NOTE:

1. The above price includes start-up, testing, and customer training.
2. Installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is included.
3. No third party testing or NETA testing included and is by others.
4. No sales tax included
5. Startup work to be done during normal business hours 8am to 4pm.
6. Proposal is based on information supplied by the Customer.
7. Generators that come with an **800 amp breaker** or larger are supplied with buss bar, Lugs are by others.
8. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
9. Ring Power will be supplying equipment as described in the attached documentation.
10. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<p>Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.</p> <p>11. <b>Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.</b></p>		

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo

*Mark Barbarulo*

Ring Power Systems, Generator Sales Central Florida,  
 407-472-6231 Office - 407-472-6271 Fax - 407-383-5840 Cell  
 Mark.barbarulo@ringpower.com



3421 State Road 419  
Winter Springs, FL 32708

**Exhibit 2**

[www.cpsfl.com](http://www.cpsfl.com)

Ph: 407-327-7373 Fx: 407-327-7333

June 11, 2019

Len Hartman  
City of Winter Springs  
1126 East S.R. 434  
Winter Springs, FL 32708

[lhartman@winterspringsfl.org](mailto:lhartman@winterspringsfl.org)  
(407) 327-7580  
**Proposal # 061119RK01**

**RE: Winter Springs Police Dept. Generator Installation**

Dear Mr. Hartman:

Thank you for your interest in our products and service. As per your request, the following quotation is submitted for your review to provide electrical installation of a 175KW generator and 1600A Automatic Transfer Switch at the Police Department complex.

**Pricing includes:**

- Set and place new 1600 amp ATS.
- Remove existing generator (leave onsite, customer to utilize elsewhere).
- Offload and place new 175KW generator in same location as old generator.
- Provide and install 800 amp feed from generator to new ATS. Old ATS will be re-purposed as a junction box.
- Intercept feed running from utility transformer to MDP and re-route to new ATS.
- Provide new 1600A feed from new ATS back to MDP.
- Provide control, battery charger, and block heater circuits run to new generator.
- Provide engineered drawings and permit as required.
- Coordinate power outage with Duke Energy during ATS cut-over.
- All critical transfer work to be performed during non-peak hours for customer.
- CPS technician onsite during generator start-up.

***Price, System Installation ..... \$ 118,723.00***

**Items Not Included:**

- Applicable state sales tax
- Generator
- ATS
- Fuel
- Wall modifications to fit generator (if needed) are not included.
- Any variation from our designed scope of work will be subject to price change.

Pricing is valid for 45 days. Please let me know if you have any questions. We look forward to working with you on this project.

Sincerely,

Accepted by: \_\_\_\_\_

(Print) \_\_\_\_\_

Rick Kuzmick  
[rickk@cpsfl.com](mailto:rickk@cpsfl.com)

(PO#) \_\_\_\_\_

# COMMISSION AGENDA

## ITEM 301

<b>Informational</b>	
<b>Consent</b>	<b>X</b>
<b>Public Hearings</b>	
<b>Regular</b>	

February 25, 2019

KS

SB

Regular Meeting

City Manager

Department

**REQUEST:**

Finance and Administrative Services Requesting Approval to Piggyback off the Florida State Contract Bid #2210100-15-1, for the purchase of one (1) Caterpillar 175KW Generator and installation, for Police Headquarters Emergency Management purposes.

**SYNOPSIS:**

The purpose of this Agenda Item is to request approval for the purchase of one (1) Caterpillar 175KW Generator for Police Headquarters Emergency Management from RingPower Corporation and hire an installer at a cost not to exceed of \$200,000.

**CONSIDERATIONS:**

This item is needed to provide permanent emergency power at key locations throughout the City. The Police Headquarters' is the primary emergency operations center. During an emergency it is imperative that the network and phone equipment continue to function. The existing Police generator was purchased in 2000 and is functional. However, parts are no longer available for repairs if they should be necessary.

The new generator will be installed at the police building within the next 180 days, if approved. This approval is required due the long lead time for the physical generator not the installation.

The Florida State Contract has already bid this item under Bid #2210100-15-1 for a total cost not to exceed \$200,000. This is the cost for equipment and installation. Qualified electricians are being research and priced.

**FISCAL IMPACT:**

This item is budgeted for Fiscal 2019 (\$212,000). The total cost will not exceed \$200,000 for equipment and installation.

**COMMUNICATION EFFORTS:**

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at six (6) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

**RECOMMENDATION:**

Staff Recommends that approval be granted to piggyback off Florida State bid #2210100-15-1, for the purchase of one (1) Caterpillar 175KW Generator from RingPower Corporation and hire an installer in a combined amount not to exceed \$200,000. Additionally, authorizing the City Manager and City Attorney to negotiate, prepare and execute any and all applicable contract documents.

**ATTACHMENTS:**

None.





# CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Resolution 2019-18 - Agreement with Traffic Technology Services, Inc. to Access Traffic Signal Data

## SUMMARY

Through an Interlocal Agreement, Seminole County maintains all of the City of Winter Springs traffic signals on the City's behalf.

Seminole County and Traffic Technology Services (TTS) have entered into an agreement which allows for the use of real-time traffic signal data for connected vehicle applications. These applications provide the foundation for a safe connected and automated future while providing information in vehicles for more compliant drivers at signalized intersections. Audi vehicles have been providing this information for the past few years, along with more vehicle manufacturers and potential 3rd party devices/applications in the near future.

In order for TTS to complete its due diligence process, they need to indemnify each owner of the signalized intersection. They cannot provide it inside vehicles until they take the liability on themselves. This takes place in the form of a data authorization agreement. The attached agreement provides for such authorization and indemnification of the City of Winter Springs. The Florida Department of Transportation and Seminole County have already authorized TTS to operate through a similar agreement.

Resolution 2019-18 will allow for approval and authorization to execute the attached Agreement. This will have no financial impact to the City of Winter Springs..

## RECOMMENDATION

Staff recommends the City Commission approve Resolution 2019-18 to authorize the execution of an agreement with Traffic Technology Services, Inc.

**RESOLUTION NO. 2019-18**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TRAFFIC TECHNOLOGY SERVICES, INC. FOR ACCESS TO TRAFFIC SIGNAL DATA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Springs (“City”) is committed to improving the mobility and safety of its residents and visitors; and

**WHEREAS**, Traffic Technology Services, Inc. (“TTS”) is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

**WHEREAS**, the City, in cooperation with Seminole County, collects real time traffic signal data and other related data; and

**WHEREAS**, TTS has a significant business interest to access real time traffic signal data as the input into its proprietary and patented processes and desires to gain access to the City’s traffic signal data; and

**WHEREAS**, these City’s traffic signal data may be made available to TTS at minimal or no cost to the City; and

**WHEREAS**, these City’s traffic signal data are not confidential, nor identify any transportation end user specifically in any manner; and

**WHEREAS**, TTS has requested to enter into an Agreement with the City to allow access to traffic signal data; and

**WHEREAS**, TTS agrees to provide related inventories, signal performance metrics, and other formatted data products to the City in exchange for access to these real time traffic signal data; and

**WHEREAS**, the City agrees to provide TTS with real time traffic signal data; and

**WHEREAS**, City staff has reviewed the Agreement with TTS and finds it favorable to meet the needs of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Commission of the City of Winter Springs hereby approves the Agreement with Traffic Technology Services, Inc. Attached hereto and authorizes the Mayor to

execute said document on behalf of the City.

**Section 2. Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

**RESOLVED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 8th day of July, 2019.

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**Charles Lacey, Mayor**

ATTEST:

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**Andrea Lorenzo-Luaces, City Clerk**

Approved as to legal form and sufficiency for  
the City of Winter Springs only:

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**Anthony A. Garganese, City Attorney**



THIS DISCLOSURE AGREEMENT (“Agreement”) is an agreement between the **City of Winter Springs, FL** (“Agency”) and Traffic Technology Services, Inc. (“TTS”). Both the Agency and TTS are sometimes referred in this Agreement together as “Parties”.

**WHEREAS, TTS** has requested Agency provide traffic signal data (“Signal Data”) to include signal status and states, demand status and states, and other information such as traffic signal timing parameters and plan information available from traffic signal controllers or an Advanced Traffic Management System (“ATMS”), and;

**WHEREAS,** Agency has ownership or right-of-way of the infrastructure where TTS requests Signal Data, and;

**WHEREAS,** TTS has executed an agreement with the maintaining agency, **Seminole County, FL**, (“Maintainer”) for the Agency, and;

**WHEREAS,** TTS has a business partnership with the ATMS vendor who requires this agreement to perform services for Agency ATMS on behalf of TTS, and;

**WHEREAS,** Agency has agreed to share the Signal Data with TTS upon certain terms and conditions, and;

**WHEREAS,** TTS has agreed to share data with Agency from customer applications.

Now therefore, in consideration of the recitals, Agency and TTS agree as follows:

1. Agency will provide TTS with Signal Data. TTS will work with Maintainer to obtain Signal Data in the most efficient and non-intrusive manner from Maintainer, which may include access to Agency’s systems.
2. Agency provides no warranties express or implied, concerning the accuracy, correctness, completeness, or permanence of the Signal Data and further expresses no warranty regarding uninterrupted transmission of the Signal Data. TTS agrees to independently verify the accuracy, correctness, or completeness of the Signal Data.
3. Signal Data remain the property of Agency and it shall not be copied, reproduced, or transferred (directly or indirectly) without the express written permission of Agency.
4. TTS will be responsible for any and all costs associated with making the Signal Data available, including any system modifications or vendor costs associated with Agency’s ATMS vendor.
5. TTS accepts full responsibility for all work related thereto and agrees to indemnify, defend and hold harmless Agency and its elected officials, employees, agents and attorneys from from any liability, cost or expense whatsoever arising from or related to the use of or reliance upon Signal Data including, but not limited to, any breach of TTS’ representations and warranties; any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of TTS, its employees, agents, or representatives in connection with or incident to TTS’ performance under or related to this Agreement, regardless of any concurrent negligence of Agency; or the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by TTS’ use of the Signal Data provided under this Agreement. TTS specifically assumes potential liability for actions brought by TTS’ own employees against the Agency and, solely for the purpose of this indemnification and defense, TTS specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes, or its applicable worker’s compensation statute. This waiver has been specifically and mutually negotiated by the parties.
6. TTS shall procure and maintain insurance required under this Section at TTS’ own cost.
  - a. TTS shall provide Agency with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers’ Compensation/Employer’s Liability, Commercial General Liability, and Business Auto). The Certificate of Insurance must identify this Agreement clearly on its face.



The Agency, its officials, officers and employees must be named as additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, TTS shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance must provide that Agency will be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to the Agency. Until such time as the insurance is no longer required to be maintained by TTS, TTS shall provide the Agency with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

- b. In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by the Agency, TTS shall provide the Agency with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request for such certified copy. Certified copies of policies may only be provided by the insurer, not the agent/broker.
- c. Neither approval by the Agency nor failure to disapprove the insurance furnished by TTS will relieve TTS of its full responsibility for performance of any obligation including TTS' indemnification of the Agency under this Agreement.
- d. Insurance companies providing the insurance under this Agreement must meet the following requirements:
  - i. Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.
  - ii. In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.
  - iii. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company: (i) loses its Certificate of Authority; or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, TTS shall, as soon as it has knowledge of any such circumstance, immediately notify the Agency and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as TTS has replaced the unacceptable insurer with an insurer acceptable to Agency, TTS will be deemed to be in default of this Agreement.
- e. Without limiting any of the other obligations or liability of TTS, TTS shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance must become effective upon execution of this Agreement by TTS and must be maintained in force until the expiration of this Agreement's term or the expiration of all work orders issued under this Agreement, whichever comes first, Failure by TTS to maintain insurance coverage within the stated period and in compliance with insurance requirements of TTS will constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by Agency. The amounts and types of insurance must conform to the following minimum requirements:
  - i. Commercial General Liability. TTS' insurance must cover it for those sources of liability that would be covered by the latest edition of the standards Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. The minimum limits to be maintained by TTS (inclusive of any amounts provided by an Umbrella or Excess Policy) are as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00



- ii. Cyber Liability Insurance. Information Security/Cyber Liability Insurance must include: Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

Each Occurrence	\$2,000,000.00
Network Security/Privacy Liability	\$2,000,000.00
Breach Response/Notification Sublimit	A minimum limit of 50% of the policy Aggregate
Technology Products E&O	\$2,000,000.00

Coverage must be maintained in effect during the period of the Agreement and for not less than two (2) years after termination or completion of the Agreement. Information/Cyber Liability Insurance must be written on a “claims-made” basis covering TTS, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

- f. The insurance provided by TTS pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Agency or Agency’s officials, officers, or employees will be in excess of, and not contributing to, the insurance provided by or on behalf of TTS.
  - g. The Commercial General Liability and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.
  - h. All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the agency and its respective officials, officers and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage if the Named Insured enter into such an agreement on a pre-loss basis.
  - i. Compliance with the foregoing insurance requirements does not relieve TTS, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.
7. If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.
  8. No delay or omission by either party in exercising any rights under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.
  9. Neither party may assign this Agreement or any of its rights or obligations under this Agreement, without the prior written approval of the other party, which shall not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary approval shall be void.
  10. This Agreement is governed by and will be construed in accordance with the laws of the State of **Florida**. Venue for any action shall be properly placed only in Seminole County, Florida for state court actions and Orlando, Florida for federal court actions.
  11. This Agreement is the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.
  12. This Agreement will begin on the latest date below (“Effective Date”) and continue until terminated in writing by either party for any reason.
  13. This Agreement may be executed by the Parties in identical counterparts, all of which together shall constitute the final agreement. Executed counterparts may be exchanged by facsimile or electronic transmission.
  14. Pursuant to Chapter 119, Florida Statutes, TTS agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films,



photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of TTS related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Agency, may be deemed to be a public record, whether in the possession or control of the Agency or TTS. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of TTS are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Agency's designated custodian of public records. Upon request by the Agency, TTS shall promptly supply copies of said Public Records to the Agency. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of TTS be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by TTS to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Agency upon delivery of a written notice of cancellation. If TTS fails to comply with this Section, and the Agency must enforce this Section, or the Agency suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to TTS's failure to comply with this Section, the Agency shall collect from TTS prevailing party attorney's fees and costs, and any damages incurred by the Agency, for enforcing this Section against TTS. And, if applicable, the Agency shall also be entitled to reimbursement of all attorneys' fees and damages which the Agency had to pay a third party because of TTS's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

\_\_\_\_\_  
Authorized Signature (Agency)

\_\_\_\_\_  
Authorized Signature (TTS)

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Acceptance of Recreational Trails Program Grant

## SUMMARY

As part of the 2016 Parks Master Plan, the development of a trailhead adjacent to the Cross Seminole Trail was included to serve trail-users traveling through the park. Staff was awarded a \$200,000 grant through the Recreation Trail Program of the State of Florida. The City is required match \$50,000, which is eligible for park impact fees funding. The projected project cost of \$250,000 will include the trailhead restrooms, parking area improvements, security lights, bike rack, water fountain, and signage. These improvements will allow guests of the dog park and practice field teams to have closer access to restrooms on the west side of Central Winds Park. The project is planned for Fiscal Year 2020-21.

## RECOMMENDATION

Staff recommends the City Commission approve the acceptance and expenditures for the (RTP) Recreation Trails Program matching grant in the amount of \$200,000 to help fund Central Winds Park facility improvements and authorize the City Manager to execute all required documentation prepared by City Attorney related to this grant acceptance.





# CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Recreation Program Partnership Agreement – Winter Springs Babe Ruth

## SUMMARY

Parks and Recreation is requesting the City Commission to authorize the renewal of the attached two-year agreement with the Winter Springs Babe Ruth programs. Babe Ruth has provided beneficial youth baseball and softball programs for over 18 years. Babe Ruth's participation has increased from last year to over 425 kids, of which over 80% are Winter Springs residents.

The City will continue to provide the facilities for both games and practices. Babe Ruth will pay the agreed amount of \$13,944 annually, which includes the allowable 5% increase from the previous agreement.

The agreement allows for an annual evaluation of the program by both parties to review fees and services for any needed adjustments.

## RECOMMENDATION

Staff is recommending the City Commission authorize the City Manager to execute the attached Recreation Program Agreement, as prepared by the City Attorney, between the City of Winter Springs and Winter Springs Babe Ruth. The term of Agreement commences on August 1, 2019, and ends on July 31, 2021.

**CITY OF WINTER SPRINGS**  
**RECREATIONAL PROGRAM AGREEMENT**

**THIS RECREATIONAL PROGRAM AGREEMENT** (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF WINTER SPRINGS, a Florida municipal corporation ("City"), and WINTER SPRINGS YOUTH SPORTS, INC., a Florida nonprofit corporation ("Youth Sports").

**WITNESSETH:**

**WHEREAS**, the City has certain recreational facilities available for use by the public; and

**WHEREAS**, Youth Sports is desirous of offering a public recreational program for the benefit of its participants who are largely residents of the City of Winter Springs using the recreational facilities available to the City; and

**WHEREAS**, the City is willing to permit the Youth Sports program, a non-profit organization, to take place at the Central Winds Park, Trotwood & Sunshine Park, and other City recreational facilities located within the City of Winter Springs, Florida.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, the parties desire to be legally bound by the terms and conditions of this Agreement as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein in their entirety by this reference.

2.0 **Term of Agreement.** The term of this Agreement shall commence on August 1, 2019, and end on July 31, 2021 (“Initial Term”). This Agreement may be extended by mutual agreement of the parties, subject to section 8.5, herein.

3.0 **School Board Contract.** Youth Sports hereby acknowledges that the City and the School Board of Seminole County have no beneficial agreement that permits the City to utilize facilities owned by the School Board of Seminole County. Youth Sports agrees that its use of any facilities owned by the School Board is subject to the terms and conditions of the School Board of Seminole County, if any, and shall require separate authorization as deemed necessary by the School Board.

4.0 **Program and Additional Services Conducted by Youth Sports.** Youth Sports shall provide and promote a baseball and softball program to enhance the existing recreational programs offered by the City. The program shall include, but shall not be limited to, a fall and spring Youth

Sports for participants ages 4 through 18, a travel and tournament baseball/softball, a baseball/softball camp, motivational seminars, and other recreational type special events. Camps and clinics shall include, but not be limited to, clinics for youth, teams, coaches, officials, parents, and special population programs. Special events shall include, but not be limited to, playoff games, championship games, invitational games, fundraisers and tournaments. Unless otherwise provided in this Agreement, the aforesaid programs shall hereinafter be referred to as “Programs.” Youth Sports shall not deviate from the Programs set forth in this Agreement without the prior written consent of the City. Programs should be held during non-school hours.

4.1 Youth Sports shall also provide any and all additional services and equipment necessary for the Program including, but not limited to: (i) providing administrative personnel to collect fees, forms, and answer telephone inquiries regarding programs and provide a criminal background check for the Youth Sports personnel; (ii) providing coaches, umpires, speakers, competition officials, scorers, and administrative and support personnel to operate the Programs; (iii) providing all equipment necessary to participate in the Programs, such as base balls, training aids, camp equipment, materials; (iv) providing uniforms to participants for league play; (v) providing trophies, certificates, and other give away items; (vi) providing all schedules and league handouts; (vii) providing for the set up of all fields and equipment necessary for the Programs; and (viii) providing for the clean-up and removal of all equipment and trash and debris brought to City facilities by the Youth Sports and their guests, invitees, spectators, participants and personnel (cleanup shall be completed as soon as possible after each Program); (ix) coordinating certification of league coaches.

5.0 **Certificates**. Upon execution of this Agreement by the Youth Sports, and as a continuing obligation hereunder, Youth Sports shall provide copies to the City of all local business tax receipts, competency cards, or certificates necessary for the performance of the Programs, as requested by the City.

6.0 **Program Materials, Sale of Non-Food Items**. Youth Sports shall be permitted to distribute programs, pictures, advertising and other promotional materials regarding the Programs. Youth Sports shall also be permitted to sell and distribute food or drink items during the course of any Program only upon prior written request and approval of the City. Youth Sports may also offer awards or trophies to Program participants that successfully complete or win contests or other events conducted as part of this Agreement.

7.0 **Use of Facilities; City Services**. Youth Sports shall offer the Programs at the Central Winds Park, Trotwood Park and Sunshine Park, and at other designated City owned or controlled facilities that may be authorized by the City for use by Youth Sports. Youth Sports agrees that they will not use any other City facility unless authorized pursuant to this Agreement. In addition, the City will provide the following services: (i) coordinate with Youth Sports to conduct the Programs, the City and the Youth Sports acknowledge that the Youth Sports will have priority use of the baseball/softball game and practice fields for Youth Sports fall and spring games and practices that are initially submitted to the City prior to the start of each fall and spring season.

The City and Youth Sports also acknowledge that any requests made by Youth Sports for game and practice fields submitted during a fall or springs season will be scheduled by the City on an as available basis; (ii) include program information in City brochure, City social media and send out through e-mail along with website links; and(iii) provide an on-site equipment storage area. Youth Sports acknowledges and agrees that the equipment storage area is provided purely for Youth Sports' convenience and that City shall not be responsible for any loss or destruction of such equipment for any reason.

8.0 **Compensation.** For the use of the City facilities and receipt of City services set forth in paragraph 7.0 of this Agreement, Youth Sports agrees as follows:

8.1 Youth Sports shall pay the City Thirteen Thousand, Nine-Hundred and forty-four and no/100 Dollars (\$13,944.00) annually ("Annual Fee"). This Annual Fee shall include Spring and Fall league play, two (2) inter-league tournaments, try-outs and clinics. Further, Youth Sports shall pay any applicable rental fees for facilities utilized for any additional tournaments or special events not covered by this Agreement.

8.2 Youth Sports shall pay the City Three Thousand and no/100 Dollars (\$3,000.00) to be used toward facility upgrades and services no later than August 1st of each year.

8.3 The Annual Fee shall be paid to the City in two (2) Six-Thousand, Nine-Hundred and seventy-two and no/100 Dollar (\$6,972.00) installments per year. The first installment shall be due to the City on or before August 1<sup>st</sup> of each year and the second installment shall be due to the City on or before February 1<sup>st</sup> of each year. . Failure to make payments within the time proscribed shall result in a five percent (5%) late fee being added to the payment amount.

8.4 The City and Youth Sports agree that the compensation set forth in this section 8.0 shall be subject to review and revision by the Winter Springs City Commission at the conclusion of the first year of this Agreement. Any modification of the compensation due under this section shall be evidenced in a written addendum to this Agreement executed by both parties.

8.5 The City and Youth Sports agree that in the event this Agreement is extended by mutual agreement of the parties, Youth Sports may receive up to a five percent (5%) annual increase for each year after the Initial Term, in the sole discretion of the City.

9.0 **Reimbursement of Expenses.** Youth Sports shall reimburse the City for any and all actual expenses incurred by the City in assisting Youth Sports regarding any Program offered by Youth Sports including, but not limited to, field rental, and supervision/maintenance. The City will provide Youth Sports a written invoice(s) itemizing these expenses and payment shall be made by Youth Sports within thirty (30) days of receiving the invoice.

10.0 **Disorderly Conduct, Alcohol and Controlled Substances.** Youth Sports shall not permit any guests, invitees, employees, agents, or other Program participants to engage in any

disorderly conduct or criminal conduct while participating in any Program. Youth Sports shall promote good sportsmanship to all Program participants. The City representative responsible for the partnerships is the Recreation Manager, who has the authority and responsibility to investigate and resolve complaints and other inquiries from the public, suspend coaches, players or parents from games or facilities, with the approval of the Parks & Recreation Director. The use of alcoholic beverages or illegal controlled substances by Program participants and Youth Sports prior to, during, or after any Program shall be strictly prohibited.

11.0 **Status Conferences and Participant Information.** At the request of the City, Youth Sports shall attend status conferences with the City for purposes of evaluating the status of any Program and the terms and conditions of this Agreement. The date and time of the status conferences shall be by mutual agreement of the parties. On March 1<sup>st</sup> of each year Youth Sports shall provide a report to the City showing the total number of participants in the program and how many are Winter Springs residents and how many are non-Winter Springs residents.

12.0 **Independent Contractor, Hiring of Personnel.** Youth Sports shall be considered an independent contractor under this Agreement. Youth Sports shall be solely responsible and liable for hiring and retaining all of its employees, personnel, contractors, coaches, and volunteers.

13.0 **Indemnification and Hold Harmless.** Youth Sports shall indemnify and hold harmless the City and its employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries, excluding Worker's Compensation claims (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from Youth Sports' scheduling, permitting, promoting, maintaining, supervising, managing, coordinating, and conducting any Program under this Agreement.

The indemnification provided above shall obligate Youth Sports to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, attorneys, and officers which may result from Youth Sports' performance under this Agreement whether performed by Youth Sports, or anyone directly or indirectly employed, controlled, supervised, or directed by Youth Sports. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are considered reasonable within the Central Florida area.

14.0 **Assignment.** This Agreement shall not be assigned by any party without the prior written consent of all of the parties hereto.

15.0 **Public Record.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Youth Sports agrees that any records, documents, transactions, writings,

papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Youth Sports related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Youth Sports. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Youth Sports are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

**IF THE YOUTH SPORTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE YOUTH SPORTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5955, CITYCLERKDEPARTMENT@WINTERSPRINGSFL.ORG, 1126 EAST STATE ROAD 434, FLORIDA 32708.**

Youth Sports is required to and agrees to comply with public records laws. Youth Sports shall keep and maintain all public records required by the City to perform the services as agreed to herein. Youth Sports shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Youth Sports shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Youth Sports shall transfer to the City, at no cost, all public records in possession of the Youth Sports, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Youth Sports shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Youth Sports shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Youth Sports of the request and the Youth Sports shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Youth Sports does not comply with a public

records request, the City may enforce this Section to the extent permitted by law. Youth Sports acknowledges that if the Youth Sports does not provide the public records to the City within a reasonable time, the Youth Sports may be subject to penalties under Section 119.10, Florida Statutes. The Youth Sports acknowledges that if a civil action is filed against the Youth Sports to compel production of public records relating to this Agreement, the court may assess and award against Youth Sports the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Youth Sports, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Youth Sports to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Youth Sports fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Youth Sports' failure to comply with this Section, the City shall collect from Youth Sports prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Youth Sports. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Youth Sports' failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

**16.0 General Liability Insurance.** For the Programs performed hereunder, Youth Sports shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the Programs performed by Youth Sports under this Agreement. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance coverage shall be with insurer(s) approved by the City and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured." Youth Sports shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Youth Sports in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify Youth Sports in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. Youth Sports shall continuously maintain such insurance in the amounts, type, and quality as required by this paragraph.

**17.0 Modification.** Modifications of this Agreement shall only be made in writing signed by both parties.

18.0 **Compliance with Laws.** Youth Sports shall comply with all local, state, and federal laws and regulations that are applicable to the operation of its business and in the performance of any Program. Youth Sports acknowledges and agrees that it will take any and all reasonable and prudent steps necessary to be informed and advised of all applicable local, state, and federal laws and regulations affecting its business and performance of any Program.

19.0 **Due Diligence.** Youth Sports acknowledges that they have investigated prior to the execution of this Agreement and satisfied themselves as to the conditions affecting the City's facilities that will or may be utilized by Youth Sports to conduct the Programs, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, equipment, and the steps necessary to complete the Programs. Youth Sports warrants unto the City that they have the competence and abilities to carefully, professionally, and faithfully complete the Programs in the manner and within the time limits proscribed herein. Youth Sports will perform the Programs with due and reasonable diligence consistent with sound professional and labor practices.

20.0 **Time is of the Essence.** Time is of the essence of this Agreement.

21.0 **Third Party Rights.** This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this Agreement.

22.0 **Further Assurances.** From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

23.0 **Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

24.0 **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial courts located in Seminole County, Florida, for state actions and Orlando, Florida, for federal actions; any objections as to jurisdiction or venue in such courts being expressly waived.

25.0 **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post judgment collection proceedings.



26.0 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

27.0 **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To City: City of Winter Springs  
Attn: Parks And Recreation Department  
Chris Caldwell, Director  
1126 E. State Road 434  
Winter Springs, FL 32708  
PH: (407) 327-6599  
FAX: (407) 327-4763

To Youth Sports: Winter Springs Youth Sports, Inc.  
Jason Maitland  
PO Box 195221 Winter Springs, FL 32708  
PH: (407) 321-624-3450

28.0 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

29.0 **Standard of Care.** In performing the Programs, Youth Sports shall use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of their professions practicing in the same or similar locality. Youth Sports shall take all necessary and reasonable precautions to protect the program participants and the public from being injured during the Programs.

30.0 **Termination.** This Agreement may be terminated by either party with thirty (30) days written notice. If this Agreement is terminated by either party, the indemnification provision contained in paragraph 13.0 of this Agreement shall remain in full force and effect for any claims, losses, damages, personal injuries, or liability which may occur under this Agreement. Youth Sports shall also immediately pay all compensation due to the City pursuant to paragraph 8.0 of this Agreement.

31.0 **Youth Sports Signatory**. The undersigned person executing this Agreement on behalf of Youth Sports hereby represents and warrants that he has the full authority to sign the Agreement on behalf of Youth Sports and that he has the authority to fully bind Youth Sports to the terms and conditions set forth in this Agreement.

32.0 **Interpretation**. The City and Youth Sports have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

33.0 **Entire Agreement**. The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

34.0 **Sovereign Immunity**. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

35.0 **Use of Central Winds Park, Trotwood Park and Sunshine Park**. The City and Youth Sports acknowledge that Youth Sports will have priority use of the baseball/softball game fields at Central Winds Park and the practice baseball/softball fields at Trotwood Park and Sunshine Park for Youth Sports' fall and spring season. The City and Youth Sports also acknowledge that any requests made by Youth Sports for game and practice fields submitted during a fall or spring season will be scheduled by the City on an as-available basis.

36.0 **No Guarantee by City**. Nothing contained in this Agreement shall be construed as a guarantee for the use of any City owned or maintained facility. The parties fully understand and agree that City owned or maintained facilities may not be suitable, at the discretion of the City, for play or practice due to inclement weather, lightning, vandalism, emergencies, acts of God, hazardous conditions, or any other circumstance that the City deems could injure the participants or damage the facilities.

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

**CITY:**

**City of Winter Springs,  
a Florida municipal corporation**

By: \_\_\_\_\_  
**Shawn Boyle, Interim City Manager**

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

**YOUTH SPORTS:**

**Winter Springs Youth Sports, Inc.,  
a Florida nonprofit corporation**

By: \_\_\_\_\_  
**Jason Maitland, President**

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



# CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Recreation Program Partnership Agreement – Winter Springs Grizzlies

## SUMMARY

Parks and Recreation is requesting the City Commission to authorize the renewal of the attached two-year agreement with the Winter Springs Grizzle football and cheerleading program. The Grizzlies have provided beneficial youth sports programs to our residents for over 22 years. Their participation has increased from last year to over 300 kids, of which over 85% are Winter Springs residents.

The City will continue to provide the facilities for both games and practices. The Grizzlies will pay the agreed amount of \$6,100 annually. This amount is a reduction from last year due to the decrease in the number of teams in the league from six to four, which reduces the need for practice field space. In addition, the Grizzlies will coordinate and pay \$1,000 to WSHS for the use of the stadium field for home games and use of the cafeteria for cheerleading practices.

The agreement allows for an annual evaluation of the program by both parties to review fees and services for any needed adjustments.

## RECOMMENDATION

Staff is recommending the City Commission authorize the City Manager to execute the attached Recreation Program Agreement, as prepared by the City Attorney, between the City of Winter Springs and the Winter Springs Grizzlies. The term of Agreement commences on August 1, 2019, and ends on July 31, 2021.

# CITY OF WINTER SPRINGS

## RECREATIONAL PROGRAM AGREEMENT

THIS RECREATIONAL PROGRAM AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of 2019, by and between the CITY OF WINTER SPRINGS, a Florida municipal corporation (City), GRIZZLIES, INC., a Florida nonprofit corporation ("Grizzlies").

### WITNESS ETH:

WHEREAS, the City has certain recreational facilities available for use by the public; and

WHEREAS, Grizzlies desire to offer a recreational program for the benefit of the public using the recreational facilities available to the City; and

WHEREAS, the City is willing to permit Grizzlies program to take place at the Winter Springs Football Stadium and other City recreational facilities located within the City of Winter Springs, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, the parties desire to be legally bound by the terms and conditions of this Agreement as follows:

1.0 Recitals. The foregoing recitals are hereby incorporated herein in their entirety by this reference.

2.0 Term of Agreement. The term of this Agreement shall commence on August 1, 2019 and end on July 31, 2021 ("Initial Term"). This Agreement may be extended by mutual agreement of the parties, subject to section 8.4, herein.

3.0 School Board Contract. Grizzlies hereby acknowledge that the City and the School Board of Seminole County have no beneficial agreement that permits the City to utilize facilities owned by the School Board of Seminole County. Grizzlies agree that its use of any facilities owned by the School Board is subject to the terms and conditions of the School Board of Seminole County. Further, the City acknowledges that Grizzlies may enter into a separate contract with Winter Springs High School for services or facility use and that the Grizzlies, and not the City, will be solely responsible for any such contract.

4.0 Program and Additional Services Conducted by Grizzlies. Grizzlies shall provide and promote football and cheerleading programs to enhance the existing recreational programs offered by the City. The program shall include, but shall not be limited to, a fall football/

cheerleading program for participants ages 5 through 15, a football and cheerleading competition, motivational seminars, and other recreational type special events. Camps and clinics shall include, but not be limited to, clinics for youth, teams, coaches, officials, parents, and special population programs. Special events shall include, but not be limited to, playoff games, championship games, invitational games, fundraisers and a punt, pass and kick competition. Unless otherwise provided in this Agreement, the aforesaid programs shall hereinafter be referred to as "Programs." Grizzlies shall not deviate from the Programs set forth in this Agreement without the prior mutual consent of the City. Programs should be held during non-school hours.

4.1 Grizzlies shall also provide any and all additional services and equipment necessary for the Programs including, but not limited to: (i) providing administrative personnel to collect fees, forms, and answer telephone inquiries regarding Programs; (ii) providing coaches, referees, speakers, competition judges, scorers, and administrative and support personnel to operate the Programs and provide a criminal background check for Grizzlies personnel; (iii) providing all equipment necessary to participate in the Programs, such as footballs, training aids, protective equipment, cheerleading materials and provide coaches certification for the league coaches; (iv) providing uniforms to participants for league play, (v) providing an award recognition program of choice; (vi) providing all schedules and league handouts; (vii) providing for the set up of all fields and equipment necessary for the Programs; and (viii) providing for the clean-up and removal of all equipment and trash and debris brought to City facilities by Grizzlies and their guests, invitees, spectators, participants and personnel (clean-up shall be completed as soon as practicable after each Program).

5.0 Certificates. Upon execution of this Agreement by Grizzlies, and as a continuing obligation hereunder, Grizzlies shall provide copies to the City of all local business tax receipts, competency cards, or certificates necessary for the performance of the Programs, as requested by the City.

6.0 Program Materials: Sale of Non-Food Items. Grizzlies shall be permitted to distribute programs, pictures, advertising and other promotional materials regarding the Programs. Grizzlies shall also be permitted to sell and distribute food or drink items during the course of any Program only upon prior mutual agreement with the City. Grizzlies may also offer awards or trophies to Program participants that successfully complete or win contests or other events conducted as part of this Agreement.

7.0 Use of Facilities: City Services. Grizzlies shall offer the Programs at the Winter Springs Football Stadium and at other designated City owned or controlled facilities that may be authorized by the City for use by Grizzlies. Grizzlies agree that they will not use any other City facility unless authorized pursuant to this Agreement. In addition, the City will provide the following services: (i) coordinate with Grizzlies to conduct the Programs; (ii) include program information in City brochure, City social media and send out through e-mail along

with website links; (iii) equipment storage area. Grizzlies acknowledges and agrees that the equipment storage area is provided purely for Grizzlies' convenience and that City shall not be responsible for any loss or destruction of such equipment for any reason.

8.0 Compensation. For the use of the City facilities and receipt of City services set forth in paragraph 7.0 of this Agreement, Grizzlies agree as follows:

8.1 Grizzlies shall pay the City Six-Thousand One Hundred and no/ 100 Dollars (\$6,100) annually ("Annual Fee"). This Annual Fee shall include Fall league play, two (2) interleague tournaments, camps and clinics. Further, Grizzlies shall pay any applicable rental fees for facilities utilized for any additional tournaments or special events not covered by this Agreement.

8.2 The Annual Fee shall be paid to the City in one (1) Six Thousand One and no/ 100 Dollars (\$6,100) installment per year, which shall be due to the City on or before July 1<sup>st</sup> of each year. Failure to make the payment within the time proscribed shall result in a five percent (5%) late fee being added to the payment amount.

8.3 The City and Grizzlies agree that the compensation set forth in this section 8.0 shall be subject to review and revision by the Winter Springs City Commission at the conclusion of the first year of this Agreement. Any modification of the compensation due under this section shall be evidenced in a written addendum to this Agreement executed by both parties.

8.4 The City and Grizzlies agree that in the event this Agreement is extended by mutual agreement of the parties, Grizzlies may receive up to a five percent (5%) annual increase for each year after the initial term, in the sole discretion of the City.

9.0 Reimbursement of Expenses. Grizzlies shall reimburse the City for any and all actual expenses incurred by the City in assisting Grizzlies regarding any Program offered by Grizzlies for the use of facilities not owned and maintained by the City of Winter Springs including, but not limited to, field rental, and supervision/maintenance. The City will provide Grizzlies a written invoice(s) itemizing these expenses and payment shall be made by Grizzlies within thirty (30) days of receiving the invoice.

10.0 Disorderly Conduct. Alcohol and Controlled Substances. Grizzlies shall not permit any guests, invitees, employees, agents, or other Program participants to engage in any disorderly conduct or criminal conduct while participating in any Program. Grizzlies shall promote good sportsmanship to all Program participants. The City representative responsible for the partnerships is the Athletic Coordinator. The Recreation Manager shall have the authority and responsibility to investigate and resolve complaints and other inquires from the

public, suspend coaches, players or parents from games or facilities with approval from Grizzlies President and Board, complying with Mid-Florida Pop Warner guidelines and the Parks and Recreation Director. The use of alcoholic beverages or illegal controlled substances by Program participants and Grizzlies prior to, during, or after any Program shall be strictly prohibited.

11.0 Status Conferences and Participant Information. At the request of the City, Grizzlies shall attend status conferences with the City for purposes of evaluating the status of any Program and the terms and conditions of this Agreement. The date and time of the status conferences shall be by mutual agreement of the parties. On September 1<sup>st</sup> of each year the Grizzlies shall provide a report to the City showing the total number of participants in the program and how many are Winter Springs residents and how many are non-Winter Springs residents.

12.0 Independent Contractor. Hiring of Personnel. Grizzlies shall be considered an independent contractor under this Agreement. Grizzlies shall be solely responsible and liable for hiring and retaining all of its employees, personnel, contractors, coaches, and volunteers.

13.0 Indemnification and Hold Harmless. Grizzlies shall indemnify and hold harmless the City and its employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from Grizzlies 's scheduling, permitting, promoting, maintaining, supervising, managing, coordinating, and conducting any Program under this Agreement.

The indemnification provided above shall obligate the name Grizzlies to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, attorneys, and officers which may result from Grizzlies 's performance under this Agreement whether performed by Grizzlies, or anyone directly or indirectly employed, controlled, supervised, or directed by Grizzlies. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are considered reasonable within the Central Florida area.

14.0 Assignment. This Agreement shall not be assigned by any party without the prior written consent of all of the parties hereto.

15.0 Public Record. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Grizzlies agree that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films,



photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Grizzlies related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Grizzlies. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Grizzlies are subject to the provisions

of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

**IF THE GRIZZLIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRIZZLIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5955, CITYCLERKDEPARTMENT@WINTERSPRINGSFL.ORG, 1126 EAST STATE ROAD 434, FLORIDA 32708.**

Grizzlies are required to and agrees to comply with public records laws. Grizzlies shall keep and maintain all public records required by the City to perform the services as agreed to herein. Grizzlies shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Grizzlies shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Grizzlies shall transfer to the City, at no cost, all public records in possession of the Grizzlies, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Grizzlies shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Grizzlies shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Grizzlies of the request and the Grizzlies shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Grizzlies do not comply with a public records request, the City may enforce this Section to the extent permitted by law. Grizzlies acknowledge that if the Grizzlies do not provide the public records to the City within a reasonable time, the Grizzlies may be subject to penalties under Section 119.10, Florida Statutes. The Grizzlies acknowledge that if a civil action is filed against the Grizzlies to compel production of public records relating to this Agreement, the court may assess and award against Grizzlies the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Grizzlies, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Grizzlies to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of

a written notice of cancellation. If the Grizzlies fail to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 19, Florida Statutes, due to Grizzlies' failure to comply with this Section, the City shall collect from Grizzlies prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grizzlies.

And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Grizzlies' failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

16.0 General Liability Insurance. For the Programs performed hereunder, Grizzlies shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the Programs performed by Grizzlies under this Agreement. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance coverage shall be with insurer(s) approved by the City and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured." Grizzlies shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Grizzlies in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify Grizzlies in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. Grizzlies shall continuously maintain such insurance in the amounts, type, and quality as required by this paragraph.

17.0 Modification. Modifications of this Agreement shall only be made in signed by both parties.

18.0 Compliance with Laws. Grizzlies shall comply with all local, state, and federal laws and regulations that are applicable to the operation of its business and in the performance of any Program. Grizzlies acknowledges and agrees that it will take any and all reasonable and prudent steps necessary to be informed and advised of all applicable local, state, and federal laws and regulations affecting its business and performance of any Program.

19.0 Due Diligence. Grizzlies acknowledges that they have investigated prior to the execution of this Agreement and satisfied themselves as to the conditions affecting the City's facilities that will or may be utilized by Grizzlies to conduct the Programs, the availability of

materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, equipment, and the steps necessary to complete the Programs. Grizzlies warrants unto the City that they have the competence and abilities to carefully, professionally, and faithfully complete the Programs in the manner and within the time limits proscribed herein. Grizzlies will perform the Programs with due and reasonable diligence consistent with sound professional and labor practices.

20.0 Time is of the Essence. Time is of the essence of this Agreement.

21.0 Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this Agreement.

22.0 Further Assurances. From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

23.0 Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

24.0 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial courts located in Seminole County, Florida, for state actions and Orlando, Florida, for federal actions, any objections as to jurisdiction or venue in such courts being expressly waived.

25.0 Attorney's Fees. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post judgment collection proceedings.

26.0 Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

27.0 Notices. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in

the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as

provided herein):

To City:

City of Winter Springs  
Attn: Parks And Recreation  
Department  
Mr. Chris Caldwell, Director  
1126 E. State Road 434  
Winter Springs, Florida 32708  
PH: (407) 327-6599  
FAX: (407) 327-4763

To Grizzlies:

The Winter Springs Grizzlies, Inc.  
Tim Billups  
PO Box 196145  
Winter Springs, Florida 32719  
PH: (407) 729-3513

28.0 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

29.0 Standard of Care. In performing the Programs, Grizzlies shall use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of their professions practicing in the same or similar locality. Grizzlies shall take all necessary and reasonable precautions to protect the program participants and the public from being injured during the Programs.

30.0 Termination. This Agreement may be terminated by either party with thirty (30) days written notice. If this Agreement is terminated by either party, the indemnification provision contained in paragraph 13.0 of this Agreement shall remain in full force and effect for any claims, losses, damages, personal injuries, or liability which may occur under this

Agreement. Grizzlies shall also immediately pay all compensation due to the City pursuant to paragraph 8.0 of this Agreement.

31.0 Grizzlies Signatory. The undersigned person executing this Agreement on behalf of Grizzlies hereby represents and warrants that he has the full authority to sign the Agreement on behalf of Grizzlies and that he has the authority to fully bind Grizzlies to the terms and conditions set forth in this Agreement.

32.0 Interpretation. The City and Grizzlies have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

33.0 Entire Agreement. The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement represents the entire and integrated Agreement the parties and supersedes all prior negotiations, representations, or agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

34.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

35.0 Use of Central Winds Park. The City and Grizzlies acknowledge that Grizzlies will have priority use of the football field at Central Winds Park and the practice fields for the fall season. The City and Grizzlies also acknowledge that any requests made by Grizzlies for game and practice fields submitted during a fall season will be scheduled by the City on an as available basis.

36.0 No Guarantee by City. Nothing contained in this Agreement shall be construed as a guarantee for the use of any City owned or maintained facility. The parties fully understand and agree that City owned or maintained facilities may not be suitable, at the discretion of the City for play or practice due to inclement weather, lightning, vandalism, emergencies, acts of

God, hazardous conditions, or any other circumstances that the City deems could injure the participants or damage the facilities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

**CITY:**

**City of Winter Springs,  
a Florida municipal corporation**

By: \_\_\_\_\_

**Shawn Boyle, Interim City Manager**

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

**GRIZZLIES:**

**The Winter Springs Grizzlies, Inc.,  
a Florida non profit corporation**

By: \_\_\_\_\_

**Frank Pitman, Commissioner**

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



# CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Recreation Program Partnership Agreement – Winter Springs Basketball League

## SUMMARY

Parks and Recreation is requesting the City Commission to authorize the renewal of the attached two-year agreement with the Winter Springs Basketball League (WSBL) youth program. The League has provided beneficial youth basketball programs to our residents for over 24 years. Their participation remains between 850-900 children, of which over 50% are Winter Springs residents.

The City will discontinue rental of facilities not owned by the City of Winter Springs for both games and practices and the League. The League will coordinate the use of and pay for the rental of outside facilities at an estimated annual cost of \$16,000. The City will not receive revenue from rentals, nor will the City incur any expenses.

The agreement allows for an annual evaluation of the program by both parties to review fees and services for any needed adjustments.

## RECOMMENDATION

Staff is recommending the City Commission authorize the City Manager to execute the attached Recreation Program Agreement, as prepared by the City Attorney, between the City of Winter Springs and the Winter Springs Basketball League. The term of Agreement commences on August 1, 2019, and ends on July 31, 2021.



**CITY OF WINTER SPRINGS**  
**RECREATIONAL PROGRAM AGREEMENT**

THIS RECREATIONAL PROGRAM AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of July, 2019, by and between the CITY OF WINTER SPRINGS, a Florida municipal corporation ("City"), and WSBL - SUNSHINE YOUTH BASKETBALL LEAGUE, INC., a Florida corporation ("Basketball League").

**WITNESS ETH:**

WHEREAS, the City makes certain public recreational programs available for use by the public; and

WHEREAS, the Basketball League desires to offer a recreational program for the benefit of the public; and

WHEREAS, the City is willing to promote such program through the City's Parks and Recreation programs; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, the parties desire to be legally bound by the terms and conditions of this Agreement as follows:

1.0 Recitals. The foregoing recitals are hereby incorporated herein in their entirety by this reference.

2.0 Term of Agreement. The initial term of this Agreement shall commence on August 1, 2019, and end on July 31, 2021 ("Initial Term"). This Agreement may be extended by mutual agreement of the parties, subject to section 8.4, herein.

3.0 School Board Contract. The Basketball League hereby acknowledges that the City and the School Board of Seminole County have no beneficial agreement that permits the City to utilize facilities owned by the School Board of Seminole County. The Basketball League agrees that its use of any facilities owned by the School Board is subject to the terms and conditions of the School Board of Seminole County, if any, and shall require separate authorization as deemed necessary by the School Board.

Recreational Program Agreement  
City of Winter Springs / WSBL - Sunshine Youth Basketball League, Inc.

4.0 Program and Additional Services Conducted by the Basketball League. The Basketball League shall provide and promote sports programs to enhance the existing recreational programs offered by the City. The program shall include, but shall not be limited to, a Winter, Spring, Summer and Fall league for grades K through 12, summer basketball camps, motivational seminars, and other recreational type special events. Camps and clinics shall include, but not be limited to, clinics for youth, teams, coaches, officials and parents. Special events shall include, but not be limited to, free throw contests, "3" point contests, shoot-ins, fundraisers, academic sports symposiums and hot shot contests. Unless otherwise provided in this Agreement, the aforesaid programs shall hereinafter be referred to as "Programs." The Basketball League shall not deviate from the Programs set forth in this Agreement without the prior written consent of the City. Programs shall be held during non-school hours.

4.1 The Basketball League shall also provide any and all additional services and equipment necessary for the Programs including, but not limited to: (i) providing administrative personnel to collect fees, forms, and answer telephone inquiries regarding Programs; (ii) providing coaches, referees, speakers, clock operators, scorers, and administrative and support personnel to operate the Programs and provide a criminal background check for the Basketball League personnel; (iii) providing all equipment necessary to participate in the Programs, such as basketballs, training aids, camp equipment, materials and provide coaches certification for the league coaches; (iv) providing uniforms to participants for league play; (v) providing trophies, certificates, and other give away items; (vi) providing all schedules and league handouts; (vii) providing for the set up of all gymnasiums and equipment necessary for the Programs; and (viii) providing for the clean-up and removal of all equipment and trash and debris brought to facilities by the Basketball League and their guests, invitees, spectators, participants and personnel (clean-up shall be completed as soon as practicable after each Program).

4.2 The Basketball League agrees to provide a report to the City showing the total number of participants in the program and how many are Winter Springs residents and how many are Non-Winter Springs residents.

5.0 Certificates. Upon execution of this Agreement by the Basketball League, and as a continuing obligation hereunder, the Basketball League shall provide copies to the City of all local business tax receipts, competency cards, or certificates necessary for the performance of the Programs, as requested by the City.

6.0 Program Materials: Sale of Non-Food Items. The Basketball League shall be permitted to distribute programs, pictures, advertising and other promotional materials

regarding the Programs. The Basketball League shall also be permitted to sell and distribute food or drink items during the course of any Program only upon prior written request and approval of the City. The Basketball League may also offer awards or trophies to Program participants that successfully complete or win contests or other events conducted as part of this Agreement.

7.0 City Services. The City will provide the following services to the Basketball League: (i) coordinate with the Basketball League to conduct the Programs; (ii) include program information in City brochure, City social media and send out through e-mail along with website links; (iii) provide a phone line with voice mail for the Basketball League information.

8.0 Compensation. Given that the Basketball League does not intend to utilize City recreational facilities to host programs, no compensation by the Basketball League is currently required. However, Basketball League shall pay any applicable, then-current rental fees for facilities utilized for any additional tournaments or special events not covered by this Agreement.

9.0 Reimbursement of Expenses. Omitted.

10.0 Disorderly Conduct, Alcohol and Controlled Substances. The Basketball League shall not permit any guests, invitees, employees, agents, or other Program participants to engage in any disorderly conduct or criminal conduct while participating in any Program. The Basketball League shall promote good sportsmanship to all Program participants. The City representative responsible for the partnerships is the Recreation Manager, who has the authority and responsibility to investigate and resolve complaints and other inquiries from the public, suspend coaches, players or parents from games or facilities with approval from the Parks & Recreation Director. The use of alcoholic beverages or illegal controlled substances by Program participants and the Basketball League prior to, during, or after any Program shall be strictly prohibited.

11.0 Status Conferences. At the request of the City, the Basketball League shall attend status conferences with the City for purposes of evaluating the status of any Program and the terms and conditions of this Agreement. The date and time of the status conferences shall be by mutual agreement of the parties.

12.0 Independent Contractor. Hiring of Personnel. The Basketball League shall be considered an independent contractor under this Agreement. The Basketball League shall be

solely responsible and liable for hiring and retaining all of its employees, personnel, contractors, coaches, and volunteers.

13.0 Indemnification and Hold Harmless. The Basketball League shall indemnify and hold harmless the City and its employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from the Basketball League 's scheduling, permitting, promoting, maintaining, supervising, managing, coordinating, and conducting any Program under this Agreement.

The indemnification provided above shall obligate the name the Basketball League to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, attorneys, and officers which may result from the Basketball League's performance under this Agreement whether performed by the Basketball League, or anyone directly or indirectly employed, controlled, supervised, or directed by the Basketball League. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are considered reasonable within the Central Florida area.

14.0 Assignment. This Agreement shall not be assigned by any party without the prior written consent of all of the parties hereto.

15.0 Public Record. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Basketball League agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Basketball League related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Basketball League. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Basketball League are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE BASKETBALL LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BASKETBALL LEAGUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5955, [\\_CITYCLERKDEPARTMENT@WINTERSPRINGSFL.ORG](mailto:_CITYCLERKDEPARTMENT@WINTERSPRINGSFL.ORG), 1126 EAST STATE ROAD 434, FLORIDA 32708.

Basketball League is required to and agrees to comply with public records laws. Basketball League shall keep and maintain all public records required by the City to perform the services as agreed to herein. Basketball League shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Basketball League shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Basketball League shall transfer to the City, at no cost, all public records in possession of the Basketball League, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Basketball League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Basketball League shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Basketball League of the request and the Basketball League shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Basketball League does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Basketball League acknowledges that if the Basketball League does not provide the public records to the City within a reasonable time, the Basketball League may be subject to penalties under Section 119.10, Florida Statutes. The Basketball League acknowledges that if a civil action is filed against the Basketball League to compel production of public records relating to this Agreement, the court may assess and award against Basketball League the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Basketball League, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by the Basketball League to grant such public access and comply with public records laws and/or requests shall be grounds for

immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Basketball League fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 19, Florida Statutes, due to Basketball League's failure to comply with this Section, the City shall collect from Basketball League prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Basketball League. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Basketball League's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

16.0 General Liability Insurance. For the Programs performed hereunder, Basketball League shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the Programs performed by the Basketball League under this Agreement. The insurance shall have minimum limits of coverage of \$ 1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance coverage shall be with insurer(s) approved by the City and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured." The Basketball League shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Basketball League in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify the Basketball League in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. The Basketball League shall continuously maintain such insurance in the amounts, type, and quality as required by this paragraph.

17.0 Modification. Modifications of this Agreement shall only be made in writing signed by both parties. The City and the Basketball League agree that this Agreement shall be subject to review by the Winter Springs City Commission at the conclusion of the first year of this Agreement.

18.0 Compliance with Laws. The Basketball League shall comply with all local, state, and federal laws and regulations that are applicable to the operation of its business and in the performance of any Program. The Basketball League acknowledges and agrees that it will take

any and all reasonable and prudent steps necessary to be informed and advised of all applicable local, state, and federal laws and regulations affecting its business and performance of any Program.

19.0 Due Diligence. The Basketball League acknowledges that they have investigated prior to the execution of this Agreement and satisfied themselves as to its conditions, the requirements to obtain necessary insurance, permits, equipment, and the steps necessary to complete the Programs. The Basketball League warrants unto the City that it has the competence and abilities to carefully, professionally, and faithfully complete the Programs in the manner and within the time limits proscribed herein. The Basketball League will perform the Programs with due and reasonable diligence consistent with sound professional and labor practices.

20.0 Time is of the Essence. Time is of the essence of this Agreement.

21.0 Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this Agreement.

22.0 Further Assurances. From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

23.0 Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

24.0 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial courts located in Seminole County, Florida, for state actions and Orlando, Florida, for federal actions, any objections as to jurisdiction or venue in such courts being expressly waived.

25.0 Attorney's Fees. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all

reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post judgment collection proceedings.

26.0 Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

27.0 Notices. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein) :

To City: City of Winter Springs  
Attn: Parks And Recreation Department  
Mr. Chris Caldwell, Director  
1126 E. State Road 434  
Winter Springs, Florida 32708  
PH: (407) 327-6599

To Basketball League: WSBL - Sunshine Youth Basketball League, Inc.  
Ms. Courtney Mullins  
849 Arbormoor Place  
Lake Mary, Florida 32746  
PH: (407) 327-8952

28.0 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

29.0 Standard of Care. In performing the Programs, the Basketball League shall use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of their professions practicing in the same or similar locality. The Basketball League shall take all necessary and reasonable precautions to protect the program participants and the public from being injured during the Programs.

Recreational Program Agreement  
City of Winter Springs / WSBL - Sunshine Youth Basketball League, Inc.



30.0 Termination. This Agreement may be terminated by either party with thirty (30) days written notice. If this Agreement is terminated by either party, the indemnification provision contained in paragraph 13.0 of this Agreement shall remain in full force and effect for any claims, losses, damages, personal injuries, or liability which may occur under this Agreement. The Basketball League shall also immediately pay all compensation due to the City pursuant to paragraph 8.0 of this Agreement.

31.0 Basketball League Signatory. The undersigned person executing this Agreement on behalf of the Basketball League hereby represents and warrants that he or she has the full authority to sign the Agreement on behalf of the Basketball League and that he or she has the authority to fully bind the Basketball League to the terms and conditions set forth in this Agreement.

32.0 Interpretation. The City and the Basketball League have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

33.0 Entire Agreement. The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

34.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

35.0 Use of School Board of Seminole County Facilities. The Basketball League will coordinate with the Schools to enter into agreements with Seminole County School Board to utilize the School gymnasium facilities for Basketball League programs.

36.0 No Guarantee by City. Nothing contained in this Agreement shall be construed as a guarantee for the use of any City owned or maintained facility. The parties fully understand and agree that City owned or maintained facilities may not be suitable, at the discretion of the city, for play or practice due to inclement weather, lightning, vandalism, emergencies, acts of God, hazardous conditions, or any other circumstances that the City deems could injure participants or damage the facilities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

**CITY:**

**City of Winter Springs,  
Inc.**  
a Florida municipal corporation.

By: \_\_\_\_\_  
**Shawn Boyle, Interim City Manager**

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

**BASKETBALL LEAGUE:**

**WSBL – Sunshine Youth Basketball League,**  
a Florida Corporation.

By: \_\_\_\_\_  
**Courtney Mullins, President**

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



# CONSENT AGENDA ITEM 307

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Donation Acceptance for Moss Park Basketball Court

## SUMMARY

In September 2018, Parks and Recreation was contacted by Swishh Dreams, LLC, a local Winter Springs business that regularly donates funds from its sales towards improving outdoor basketball courts, about restoring a court in Winter Springs.

Staff selected Moss Park's basketball courts, which are due for resurfacing maintenance in Fiscal Year 2020-21. Swishh Dreams, LLC sold t-shirts and managed basketball tournaments in a fundraising effort that accumulated approximately \$8,900 to be donated to the City. This amount would satisfy the resurfacing maintenance costs and would take about four weeks to complete.

The goal is to transform the courts into an active place where residents can play, gather as a community, develop skills, and experience the benefits of sport.

## RECOMMENDATION

Staff recommends the City Commission accept the donation from Swishh Dreams in the amount of \$8,900 for the renovation of the basketball courts at Moss Park and authorize the City Manager and City Attorney to prepare and execute any and all applicable documents.



## **PROJECT BACKBOARD & SWISHH DREAMS**

### **IMPROVING PUBLIC BASKETBALL COURTS**

#### **Project Goal:**

To renovate the basketball court at Moss Park to create a high quality playing area that supports positive health behavior and empowers outdoor multi-generational play. We plan to complete the project by collaborating with local artists, businesses, and community members to encourage people to use and maintain the space.

#### **Process:**

- Local contractor to repair and resurface basketball court slab
- Local artist draws artwork on the surface of prepared slab
- Apply sports specific color coating to court with the help of contractor, assistants and volunteers
- Local contractor to add basketball lines to completed court
- Completed court to have same maintenance requirements and durability as any court in park system

#### **Community Engagement:**

- Commission local artist to create unique work of art for the court surface
- Engage volunteers and hire local assistants to help draw and paint court art
- Partner with local organizations to celebrate court unveiling

# COURT PORTFOLIO:



## Project Cost:

Description	Cost
<b>Resurfacing</b> Labor + draw, prime, paint art on surface of court	5900
<b>Artist Commission</b> Standard fee	1000
<b>Supplies</b> Sport surface color coating, acrylic outdoor surface paint, rollers, brushes, tape, chalk, signage	2000
	<b>\$8,900</b>

## Timeline:

- Funding & Approvals 3 - 12 months
- Court Renovation 7 - 14 days
- Art Installation: 4 - 6 days





# CONSENT AGENDA ITEM 308

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

Designation of Voting Delegate for the August 2019 Florida League of Cities Annual Conference

## SUMMARY

The 93<sup>rd</sup> Florida League of Cities Annual Conference is scheduled to be held from August 15-17, 2019. A formal request from the Executive Director of the Florida League of Cities, Mr. Michael Sittig has been received, which requests that each member Municipality designate a City representative as their “Voting Delegate” for the 93<sup>rd</sup> Florida League of Cities Annual Conference.

The City Manager is suggesting that the City Commission confirm that Mayor Charles Lacey would serve as the City’s Voting Delegate at the upcoming August 2019 Florida League of Cities Annual Conference; and should an Alternate be needed, that the City’s Deputy Mayor be approved to serve as Alternate.

## RECOMMENDATION

Staff recommends the City Commission approve Mayor Charles Lacey as the City of Winter Springs’ Voting Delegate for the August 2019 Florida League of Cities Annual Conference, representing the City of Winter Springs and that the City’s Deputy Mayor also be approved to serve as Alternate Voting Delegate. Upon approval of this Agenda Item, the attached required documentation would be completed and submitted to the Florida League of Cities.

**93rd Annual Conference  
Florida League of Cities, Inc.  
August 15-17, 2019  
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

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

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Eryn Russell  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Fax to Eryn Russell at (850) 222-3806 or email [erussell@flcities.com](mailto:erussell@flcities.com)





# **CITY COMMISSION**

## **SPECIAL MEETING**

### **MINUTES**

**MONDAY, MAY 20, 2019 AT 6:30 PM**

CITY HALL - COMMISSION CHAMBERS  
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## CALL TO ORDER

The Special Meeting of Monday, May 20, 2019 of the City Commission was called to Order by Deputy Mayor Kevin Cannon at 6:45 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

### Roll Call:

Mayor Charles Lacey, absent  
Deputy Mayor Kevin Cannon, present  
Commissioner Jean Hovey, present  
Commissioner Ted Johnson, present  
Commissioner TiAnna Hale, present  
Commissioner Geoff Kendrick, present  
Interim City Manager Shawn Boyle, present  
City Attorney Anthony A. Garganese, present  
City Clerk Andrea Lorenzo-Luaces, present

A moment of silence was held, followed by the Pledge of Allegiance.

In terms of the Agenda, Deputy Mayor Cannon said that per the City Manager and City Attorney, Regular Agenda Item "500" would not be discussed.

Commissioner Geoff Kendrick stated, "No problem." Commissioner TiAnna Hale said, "No objection." Deputy Mayor Cannon summarized that there were, "No objections from anyone."

## PUBLIC INPUT

*Deputy Mayor Cannon opened "Public Input".*

*Mr. Jeff Crandall, 1239 Stone Harbour Road, Winter Springs, Florida:* mentioned that the Parkstone community bordered some C-2 zoned property as well as the Seminole County Transportation Depot, and as there had been some recent tree trimming along the Parkstone border, Mr. Crandall noted concerns from some of the residents. Mr. Crandall then suggested that for future compatibility discussions, could the City consider such Land Use issues and buffers; and also asked if the City could do something to assist with some of the bussing concerns.

Deputy Mayor Cannon noted that he had received an email on this matter and would forward it on; then asked Mr. Crandall to speak with Captain Matt Tracht, Support Services Bureau, Police Department, as perhaps Captain Tracht could speak with some of the residents whose properties back up to the Seminole County Transportation Depot to see if issues could be resolved.

*Deputy Mayor Cannon closed "Public Input".*

## **REGULAR AGENDA**

### **500. Utilities Operations, Maintenance, and Management Services Agreement with Veolia Water North America - South, LLC**

As noted earlier, this Agenda Item was not discussed during this meeting.

### **501. Round-Table Visioning Session with City Residents**

This Visioning Session was held to hear feedback from residents regarding their likes and dislikes as the City moves forward with other Visioning efforts.

Seventeen (17) residents took part in this discussion and included: Ms. Vicki Anderson-Ferrin, Mr. Patrick Beers, Mr. Matt Benton, Ms. Cindy Campbell, Ms. Susie Coffman, Mr. James Evans, Mr. Ken Greenberg, Mr. Bob Henderson, Mr. Richard Jerman, Ms. Joanne Krebs, Mr. Kevin McCann, Mr. Bob Miller, Mr. James Rodic, Mr. Christian Sarno, Ms. Gina Shafer, Mr. Ken Spalthoff, and Ms. Laura Leigh-Wood.

Deputy Mayor Cannon reviewed procedural guidelines for this Visioning Session.

Interim City Manager Shawn Boyle and City Attorney Anthony A. Garganese addressed the Elements of the Comprehensive Plan which was in the process of being reviewed.

Further remarks.

Deputy Mayor Cannon then asked the residents around the roundtable to briefly share their highest priority issues.

*Mr. Robert Miller:* noted he had lived in the City for thirty (30) years on the west side of Winter Springs, served as a Winter Springs Commissioner for twelve (12) years, and thought the City should strive to look like the best cities in Seminole County and adopt the best standards we can.

*Ms. Vicki Anderson-Ferrin:* as a resident of the Tusawilla community, said that she had run for a Winter Springs Commission Seat and while speaking with residents, many said they wanted to be able to live and work in the City so bringing in businesses to the City would be helpful, and for families - more events, parks, and restaurants (not fast food). Ms. Anderson-Ferrin also thought the effects of greenspaces and setbacks should be considered.

*Mr. Christian Sarno:* as a resident of Winter Springs Village for six (6) years, he moved here for lighter traffic, because Winter Springs was touted as being an affluent suburb, and he thought responsible growth as well as infrastructure was important.

*Mr. Ken Greenberg:* mentioned he had been a Winter Springs Commissioner, was the President of a local Association, and during his recent campaigning, residents advised him of their interest in a local hotel and meeting space. Mr. Greenberg then pointed out that Red Bug Lake Road and portions of State Road 434 were actually in Seminole County, said he was concerned with the high rates for businesses, the lack of visibility at the Winter Springs Town Center, and the current tax base of approximately ninety-one percent (91%) residential.

*Mr. Patrick Beers:* as the newly elected Commander of the Winter Springs' VFW (Veterans of Foreign Wars of the United States) 5405, Mr. Beers said he would bring ideas from Veterans, commented that they would like to be more involved, and referencing the apartments in town, Mr. Beers hoped that in the future, apartments would not be on the main thoroughfare.

*Commissioner Jean Hovey:* deferred her time to others.

*Mr. Kevin McCann:* noted that he was the President of the Tusawilla Homeowners Association (THOA), agreed with Ms. Anderson-Ferrin that setbacks and greenspaces should be prioritized, would like more emphasis placed on the west side of the City, perhaps through the City's Comprehensive Plan; and in consideration of this document, pointed out that the Winter Springs Town Center looks different, especially in light of the apartments.

*Mr. James Evans:* commented that he was a Realtor, has been a resident for thirty (30) years, that schools were a big priority to him and hoped this would be a priority for the City; spoke of his concern with infrastructure and water quality and inquired how they play into a ten (10) year plan; and as a resident of the west side, Mr. Evans thought that a unified building aesthetic was needed and referenced uniformity in the City of Oviedo.

*Commissioner TiAnna Hale:* thanked everyone for participating, agreed that redevelopment was needed on the west side of town, was concerned with the ninety-one percent (91%) of taxpayers, hoped that the area near U.S. Highway 17/92 could be rounded out so that the City could possibly annex some of that area, and was supportive of community involvement.

*Mr. Bob Henderson:* remarked that he also was a thirty (30) year resident, hoped that in twenty (20) years, we would not have a ninety-one percent (91%) residential tax base, thought that the City needed to develop the State Road 417 corridor, and Town Center Zoning needed to be changed. Mr. Henderson added that he agreed with Mr. McCann in that the Comprehensive Plan had not been followed and suggested that the City follow it going forward.

*Ms. Cindy Campbell:* liked greenspaces, hoped Winter Springs would have more development like the City of Lake Mary, suggested a Farmer's Market would be a nice addition, and was supportive of responsible growth.

*Ms. Joanne M. Krebs:* noted she was a former City Commissioner, had served on other committees, referenced the City's Strategic Plan which she had distributed with information from previous Visioning Sessions, hoped to see the GreeneWay Interchange District built out, and favored low taxes.

Deputy Mayor Cannon commented briefly on the GreeneWay Interchange District (GID).

*Mr. James Rodic:* was a resident of the Winding Hollow community and he spoke of wanting the City to prosper, however he did not want to lose the trees along State Road 434. Mr. Rodic added that he thought that a hotel was a good idea, especially as there were a lot of tournaments held in the area.

*Mr. Richard Jerman:* pointed out that he lived in the Tuscawilla community, acknowledged that everyone here wanted responsible growth and development, and thought that while the Comprehensive Plan was reviewed, what remained in the City should be carefully considered, so that the best development plans were considered, especially keeping in mind, the area west along State Road 434.

*Ms. Laura-Leigh Wood:* remarked that she had served on the Code Enforcement Board, loves the City, wanted to be able to see eagles, and as a Realtor, some clients have said they do not want more apartments, and for older clients, they would like luxury 55+ condominiums, as well as more restaurants/businesses.

*Commissioner Ted Johnson:* thanked everyone for attending and thought these processes were going forward on the right track.

*Commissioner Geoff Kendrick:* echoed what Commissioner Johnson said, also thanked everyone for attending, and encouraged everybody to think outside the box.

*Ms. Susie Coffman:* said that she loves Winter Springs and had been a resident for more than thirty (30) years, residing on the west side of the City, has been unhappy with the situation regarding the former Winter Springs Golf Course property and non-development, and was generally concerned with schools.

*Ms. Gina Shafer:* spoke of first being a resident of the Avery Park community and the original vision, thought that infrastructure, parks, greenspaces were the basics and were very necessary, and mentioned that she felt a well-planned City does not need many exceptions.

*Mr. Ken Spalthoff:* thought that everyone was saying the same thing – water quality, traffic, schools, family activities/events, land preservation, greenspaces, best standards for aesthetics throughout the entire City, and everyone just needed to decide on the right balance.

*Mr. Matt Benton:* as a resident of the west side of Winter Springs for twenty-six (26) years, he moved here to be close to the big city for the benefits, but not to deal with big city problems; however, since moving here, he has not appreciated the loss of greenspace, increased traffic, impact from the school district, especially bussing of schoolchildren to other areas, and mentioned that the benefits from new developments/businesses on local residents should be greater than what might be lost as a result of any new developments/businesses.

*Deputy Mayor Cannon:* referenced the City's Comprehensive Plan and Economic studies to promote the Town Center and the GreeneWay Interchange District (GID), which he said had not been followed; and had found out that the most common profession in the City according to Business Tax Receipts was "Handyman". Deputy Mayor Cannon thought that a vision for a City needed to have quality employment opportunities as well as quality employers for the residents.

*Interim Manager Boyle:* summarized that the most comments related to “Greenspace - I’m assuming that means parks; hotels; many people were concerned about the balance between the tax base ninety/ten (90/10), being residential/commercial; and the quality of new businesses coming in – that may be a quality of life issue for most of the residents.” Interim Manager Boyle added, “Infrastructure, from what I heard focused on quality of water.” Deputy Mayor Cannon specified, “Water and sewer.”

Deputy Mayor Cannon referenced what Mr. Richard Jerman had brought up, the issue of what was the existing land that is new/developable land - and by and large, most all of that is commercial. It is along [State Road] 434. And, what dovetails with that I think rather nicely is the ninety/ninety-one percent (90/91%) tax base of being residential and only about nine percent, (9%) commercial. And, so as many people said around the table here, we do need to increase our commercial tax base, because that takes some of the burden off of us as residential taxpayers.”

Regarding this matter, remarks followed on the need for commercial development, that traffic counts are involved to determine the viability of potential new projects, the importance of developing the State Road 417 Corridor/GreeneWay Improvement District (GID), some of the factors related to the success of the City of Lake Mary, how the GreeneWay Improvement District (GID) was an important long-term commercial enhancement for Winter Springs, the need to bring in high quality type employers, the merits of Winter Springs, and that there is not a lot of land left in the City that can be developed.

Continuing this discussion, it was pointed out that the tax base has actually not improved as it had been previously noted. At one point it was an eighty-eight/twelve percent (88/12%) split. Remarks followed on how desirable it would be for Winter Springs to be styled as a live-work-play community, that during the Visioning Sessions held ten (10) years ago, greenspace and parks were very important then, and going forward, we should consider the property near State Road 417 that has been known as “Jetta Point”, as such property could possibly house a hotel at that location.

Further comments ensued on the former Winter Springs Golf Course property and some efforts to develop it which did not work out due to Zoning and the perception of dealing with the City, the importance and benefits of trees and greenspaces, how the City should look into incentivizing offices and other projects at State Road 417, that jobs drive more restaurants, the need for hotel(s) in Winter Springs and/or Oviedo, Airbnb’s and related legislation, that people drive commercial (although apartments were not preferred), that Moratoriums damage perceptions of the City, and how apartments impact schools.

Fiscal aspects and tax bases were addressed next by Interim Manager Boyle.

Next, residents spoke of branding, Lake Jesup as a border, restaurants, landowners, taking nearby residents into consideration should the "Jetta Point" property be seriously considered for development, and some residents had noted their possible support for a boutique hotel on the "Jetta Point" property.

Deputy Mayor Cannon then turned the discussion to the next priority, Parks and Greenspace and pointed out that Staff was working on updating the Arbor Ordinance, the need for greenspace, and setbacks and signage concerns.

Remarks followed on the importance of greenspace, investing in one's City, that many of the highest rated cities often have enhanced greenspaces, the importance of having a vision, the vision of a previous Commission who purchased the land which then became Central Winds Park, past Commissioner Robert S. Miller's recommendation that the City buy the former Winter Springs Golf Course property, and his suggestion that the City purchase the land west of the City's Dog Park which could be used to expand Central Winds Park.

Further discussion on the subject of parks and greenspaces focused on Americans with Disabilities Act (ADA) compliance at all City parks, possibly turning a conservation area near Blumberg Boulevard into a small playground, houses wrapped around trees, that Winter Springs had been designated as a highly ranked place to live, the price of purchasing the former Winter Springs Golf Course property and how much of the land was developable, and possibly creating parks or restaurants on and/or near Lake Jesup.

*Mr. Kevin McCann:* had some photographs displayed which showed different choices of buffers the City of Lake Mary requires be installed in front of businesses along Lake Mary Boulevard and which greatly enhanced this major thoroughfare. Mr. McCann thought something similar could be done here, including along our trails.

Comments followed on the need for greenspaces, people moving to Winter Springs, the status of schools in the City, possibly earmarking some land for new greenspace, providing more family related activities, not missing possible new opportunities, that businesses near Tuskawilla Road and Red Bug Lake Road were in Seminole County, bringing in new businesses, looking into a possible boardwalk, restaurant(s), or other features along Lake Jesup, developing the Solary Canal property which has large oak trees and which would be a great new greenspace, and/or that the spray fields behind Winding Hollow could also be developed.



Discussion ensued on a potential boardwalk extension on the property north of the City's Dog Park, and possibly other property in that area, green initiatives to include community farming which is a relatively new concept, building a boat ramp(s) along Lake Jesup, and communicating with residents more when trees are taken down by other landowners.

*Deputy Mayor Cannon opened "Public Input".*

*Ms. Loretta (Dolly) Ames, 150 3<sup>rd</sup> Street, Winter Springs, Florida:* thought the City needed more businesses like the Perkins restaurant which was a family friendly and busy restaurant.

*"Public Input" closed.*

An events center for the City of Winter Springs was suggested next, similar to the successful Lake Mary Events Center, land in Winter Springs that was purchased for the Trail connection, and there were plans that could possibly include a venue for events, which was needed.

Comments continued with a suggestion that civic organizations in the City could be highlighted to show more of a sense of community; and regarding potential redevelopment, it was recommended that the City could look into a warehouse complex situated on De Leon Street; as well as a shopping center on the west side of town.

Brief remarks followed on the current time and possibly extending the meeting.

**MOTION TO EXTEND. MOTION BY COMMISSIONER HOVEY. DEPUTY MAYOR CANNON SUGGESTED UNTIL 9:00 P.M. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE:**

**COMMISSIONER KENDRICK: AYE**

**COMMISSIONER JOHNSON: AYE**

**DEPUTY MAYOR CANNON: AYE**

**COMMISSIONER HOVEY: AYE**

**COMMISSIONER HALE: AYE**

**MOTION CARRIED.**

The next topic of discussion was Infrastructure, specifically water and sewer.

Deputy Mayor Cannon began the discussion by addressing water odor, taste, the use of water filters by residents, and acknowledged there was a cost to any possible improvements. Deputy Mayor Cannon then asked for a show of hands of those around the table that use filters or bottled water, and almost everyone raised their hand.

Continuing, penny tax increases and Bond issues were mentioned, that a related question could be included on the City's upcoming survey, and that any potential Bond issue would need significant education outreach by the City.

Further remarks focused on costs for professionals to assist the City regarding aging infrastructure, that this was a concern to the legislature also, reverse osmosis, what costs would be involved for possible changes, lift stations performance and maintenance, surface water, fertilizer run-off, stormwater, providing more education for residents, Solary Canal, highlighting some of the proactive efforts the City does, native plants, crabgrass, efforts that Seminole County has been providing, and that the City could work more with area schools in terms of providing educational information.

*Board Member Amy Volpe, Seat 3, Seminole County Soil & Water Conservation District:* was in attendance and offered the services of Soil and Water Conservation District for conservation information and education or other needs.

Discussion continued on pesticides, and the need for the City to work closer with Seminole County Public Schools in accordance with Interlocal Agreements.

## **PUBLIC INPUT**

*Deputy Mayor Cannon opened "Public Input".*

There were no Speakers.

*Deputy Mayor Cannon closed "Public Input".*

Comments followed on schoolchildren in the area who need assistance with food, civic organizations who help, the need for mentors, conservation efforts, and how our City's tax base compares with other cities.

Deputy Mayor Cannon thanked everyone for attending.

## **ADJOURNMENT**

Deputy Mayor Cannon adjourned the Special Meeting at 9:01 p.m.

*RESPECTFULLY SUBMITTED:*

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ANDREA LORENZO-LUACES, MMC  
CITY CLERK

*APPROVED:*

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MAYOR CHARLES LACEY

NOTE: These Minutes were approved at the \_\_\_\_\_, 2019 City Commission Regular Meeting.



# **CITY COMMISSION**

## REGULAR MEETING MINUTES

**MONDAY, JUNE 10, 2019 AT 6:30 PM**

CITY HALL - COMMISSION CHAMBERS  
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## **CALL TO ORDER**

The Regular Meeting of Monday, June 10, 2019 of the City Commission was called to Order by Mayor Charles Lacey at 6:30 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

### **Roll Call:**

Mayor Charles Lacey, present  
Deputy Mayor Kevin Cannon, present  
Commissioner Jean Hovey, present  
Commissioner Ted Johnson, present  
Commissioner TiAnna Hale, present  
Commissioner Geoff Kendrick, present  
Interim City Manager Shawn Boyle, present  
City Attorney Anthony A. Garganese, present  
City Clerk Andrea Lorenzo-Luaces, present

A moment of silence was held. The Pledge of Allegiance followed.

Mayor Lacey advised the City Commission that in terms of Awards and Presentations "100", the recipient who was to be in attendance this evening could not attend, therefore, Mayor Lacey requested that the Agenda is approved without Agenda Item "100"... Deputy Mayor Kevin Cannon stated, "...I agree..." Mayor Lacey continued, "Is there any objection?" Commissioner Geoff Kendrick commented, "No objection." Hearing no objections, Mayor Lacey noted, "Consider the Agenda adopted."

## **AWARDS AND PRESENTATIONS**

### **100. Presentation of Resolution 2019-10 to James Flannigan**

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This presentation was not held as noted earlier.

**101. Recognition of the Winter Springs High School Softball Team, 2019 State Champions, undefeated at 31-0, with their Coach, Mark Huaman**

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The Winter Springs High School Softball Team was recognized in honor of their undefeated season and being named as 2019 State Champions.

In acknowledgement of the team’s incredible success, Mayor Lacey presented a Proclamation to the team members: Kiersten Adams, Madison Adams, Celia Burgos, Destiny Colgate, Lindsay Corazzini, Brianna Driscoll, Aynslie Furbush, Kennedy Gatton, Megan Hagge, Breanna Layton, Mykala Layton, Cierra Montes, Kaley Mudge, Roneice Pharoah, Sky Ramos, Nicole Schricker, Taylor Thomas, and their Coach Mark Huaman.

**INFORMATIONAL AGENDA**

**200. Current Development Projects Update**

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This Agenda Item was not discussed.

**201. Therapy Pool Salt-Water System Installation**

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No discussion.

**202. Emergency Operation Center (EOC) Room Test**

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There was no discussion on this Agenda Item.

## **PUBLIC INPUT**

*Mayor Lacey opened "Public Input".*

*Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs, Florida:* spoke of transparency and said that many people did not know about the survey related to the *Waste-Pro of Florida* Agenda Item, and could not find where this Survey had been publicized. Additionally, Ms. Benton questioned that some of the numbers listed in that Agenda Item were inconsistent.

*Mr. James Evans, 217 Almaden Court, Winter Springs, Florida:* commented about a Winter Springs resident and friend of his who recently passed away. Mr. Evans then read a poem his friend had written, recognized his friend and asked everyone to be nice and considerate to others.

*Mr. Andrew Zacharias, 222 Oak Road, Winter Springs, Florida:* said that he and others were against high density growth and the impact on traffic and schools, thought a hotel would thrive with an airport not too far away, spoke in favor of tree canopy, thought the City could implement an online survey to find out what residents wanted, mentioned some aspects that he liked in Winter Springs, and commended the City Manager for his assistance with an issue.

Mr. Zacharias was advised that Regular Agenda Item "500" on this Agenda would address more about some planned visioning and a survey.

Commissioner Jean Hovey asked that the City Clerk send Mr. Zacharias the applicable dates when the upcoming Visioning Sessions were planned.

*Mayor Lacey closed "Public Input".*

**❖❖ AGENDA NOTE: SOME OF THE FOLLOWING CONSENT AGENDA ITEMS WERE DISCUSSED, HOWEVER, NOT NECESSARILY IN THE ORDER NOTED BELOW. ❖❖**

## **CONSENT AGENDA**

### **300. Surplus Assets**

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No discussion.

### **301. FY 2019 Mid-Year Budget Amendment**

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Ms. Kelly Balagia, Director, Finance Department was asked to give a very brief overview of the Budget which she did.

Deputy Mayor Cannon extended his thanks to Ms. Balagia, the City Manager and Staff for all their work with the Budget.

Commissioner Kendrick briefly clarified aspects related to certain projects, calendar year, and fiscal year.

### **302. Summer Camp Donations Acceptance**

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This Agenda Item was not discussed.

### **303. Torcaso Park Basketball Courts**

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Commissioner Hovey asked about the status of the Parks Master Plan and mentioned that recently she and her grandchildren were at the Torcaso Park splash pads and asked if there was a plan to provide cover for the benches as it was very hot.

Mr. Chris Caldwell, Director, Parks and Recreation Department stated, "The splash pad is currently being renovated." Mr. Caldwell added, "We are doing a resurfacing project, we're replacing all the benches and we are considering shade around each bench."

Continuing, Mr. Caldwell then went over additional planned improvements for Torcaso Park for this year and next year.

With further remarks, Mr. Caldwell noted, "I will be glad to come before the Commission and give you a real update on the Parks, planning, and so forth, especially when they're done."



### **304. Minutes from the April 29, 2019 City Commission Special Meeting**

There was no discussion on this Agenda Item.

### **305. Minutes from the Monday, May 6, 2019 City Commission Workshop**

No discussion.

### **306. Minutes from the Monday, May 13, 2019 City Commission Regular Meeting**

This Agenda Item was not discussed.

Mayor Lacey stated, "Looking for a Motion to Approve Consent Agenda."

**"SO MOVED." MOTION BY COMMISSIONER HOVEY. MAYOR LACEY NOTED, "SECONDED BY DEPUTY MAYOR CANNON." DISCUSSION.**

**VOTE:**

**COMMISSIONER JOHNSON: AYE**

**COMMISSIONER HOVEY: AYE**

**DEPUTY MAYOR CANNON: AYE**

**COMMISSIONER KENDRICK: AYE**

**COMMISSIONER HALE: AYE**

**MOTION CARRIED.**

## **PUBLIC HEARINGS AGENDA**

### **400. Ocean Bleu Retail Aesthetics, Final Engineering, and Special Exceptions**

Mr. Bryant Smith, III, P.E., CFM, City Engineer, Public Works Department gave an overview of this Agenda Item.

Discussion ensued on road ingress and egress, traffic light signalization, landscaping, signage, and enhanced parking options.

Comments continued on the possibility of a café or restaurant type business to go in this facility.

*Mr. Bryan Schultz, 6414 Montclair Bluff Lane, Windermere, Florida:* addressed the Commission and as he referenced a plan, stated, “We made a patio here a little bigger and alongside here, as well as up front here, that you could have tables, so they can go in and we set up the bays for this particular development so you could have even smaller ones facing out this way, so you can either go this way or this way and have restaurants. And that’s kind of our goal is to be able to have outdoor seating.”

Comments continued.

*Mayor Lacey opened “Public Input” on this Agenda Item.*

*Mr. Kevin McCann, 1109 Pheasant Circle, Winter Springs, Florida:* mentioned a preference for more greenspaces and trees and noted that the submitted plans seemed to show mostly palm trees which he said were not as full as other kinds of trees, and hoped the Developer could be encouraged to include as much greenspace as possible.

*Ms. Loretta “Dolly” Ames, 150 3<sup>rd</sup> Street, Winter Springs, Florida:* commented on her concern with the few handicapped parking spaces and thought there should be more.

Brief comments followed on requirements related to handicapped parking spaces.

Deputy Mayor Cannon said to Mr. Schultz, “On some of these Special Exceptions that your two (2) projects required, I think Bryant (Smith) has been working on some Text Amendments with Anthony (Garganese), to try to fix some of those, to make those burdens go away. Will you please, if you haven’t already Bryant, would you guys get together and see if there is some other suggestion you have where we can streamline some of that as we go through that Text Amendment process.” No objections were voiced.

Mayor Lacey pointed out, “Let the Record reflect that Mr. Shultz nodded yes.”

*Mayor Lacey closed “Public Input” on this Agenda Item.*

**“MOTION TO APPROVE.” MOTION BY DEPUTY MAYOR CANNON. MAYOR LACEY STATED, “SECONDED FROM COMMISSIONER KENDRICK.” DISCUSSION.**

**MAYOR LACEY NOTED THE MOTION WAS, “TO APPROVE THE AESTHETICS, FINAL ENGINEERING, AND FOUR (4) SPECIAL EXCEPTIONS FOR THE OCEAN BLEU PROJECT.”**

**VOTE:**

**DEPUTY MAYOR CANNON: AYE**

**COMMISSIONER HALE: AYE**

**COMMISSIONER HOVEY: AYE**

**COMMISSIONER JOHNSON: AYE**

**COMMISSIONER KENDRICK: AYE**

**MOTION CARRIED.**

#### **401. West End Professional Center Monument Sign Special Exception and Development Agreement Modification**

This Agenda Item began with introductory comments from Mr. Smith who remarked, “In the Town Center, monument signs are only permitted by Special Exception, which is one of the reasons for this; and with this site in particular, they’re also seeking a DA (Development Agreement) Modification. The original DA (Development Agreement) for this site required six (6) planter beds with trees planted in them. Only four (4) of those seat walls were ever constructed of the six (6) required; so, the Modification is seeking an approval for only four (4) of six (6) seat walls to be constructed and one (1) of those seat walls to allow the construction of a monument sign within it. The seat wall would stay intact.”

Mr. Smith then spoke of the specifications of the sign, added that landscaping would be added, and a tree would need to be removed. Mr. Smith then remarked, “There are no site distance issues with coming in or out of the driveway.”

Deputy Mayor Cannon said to City Attorney Anthony A. Garganese, “My law office is a small tenant in this building. I have no financial interest in the building whatsoever – I am not an owner and so forth. I will not be utilizing that advertising sign. Am I required to recuse from Voting on this matter?”

Brief discussion followed with Attorney Garganese.

Deputy Mayor Cannon then stated, "In abundance of caution, I have no financial or special gain or loss attributed to this, but I am going to recuse from voting on this. I have disclosed on the Record that I am a small tenant in the building but would not have any rights to the sign and have had no involvement in it so I am going to go ahead and recuse."

*Deputy Mayor Cannon left the dais at approximately 7:19 p.m.*

Commissioner Kendrick noted that he was pleased that the Special Exception process was being streamlined.

Mayor Lacey then mentioned, "This DA (Development Agreement) has been in effect for over twelve (12) years and the comment is that only four (4) of the six (6) seat walls were constructed. Do you know the history of why in the past twelve (12) years, the DA (Development Agreement) wasn't complied with?"

Mr. Smith responded, "I'm not sure why they were never constructed. I know the original DA (Development Agreement) required the six (6); then there was the first Modification which actually allowed for only four (4) of the six (6) to be constructed and the two (2) near the entry were supposed to be set aside for some type of sculpture or a fountain. Then the Second Modification to that DA (Development Agreement) basically repealed the first Modification. So, we're back to the seat walls being required. I'm not sure why they were never constructed."

Attorney Garganese was asked for any input and he said he did not know why some of the technical aspects of the Development Agreement were not fully completed. Mr. Smith added, "There are six (6) planters with only four (4) seat walls." Mayor Lacey pointed out that the six (6) planters were for six (6) trees, to which Mr. Smith confirmed, "Yes." Mayor Lacey then said, "So, we are losing one (1) tree." Mr. Smith said, "That's correct."

*Mayor Lacey opened "Public Input" on this Agenda Item.*

No one addressed the City Commission at this time.

*Mayor Lacey closed "Public Input" on this Agenda Item.*

**“I WOULD LIKE TO MAKE A MOTION TO APPROVE THE SIGN.” MOTION BY COMMISSIONER KENDRICK. MAYOR LACEY STATED, “SECONDED BY COMMISSIONER JOHNSON.” DISCUSSION.**

**VOTE:**

**COMMISSIONER HOVEY: AYE  
COMMISSIONER KENDRICK: AYE  
COMMISSIONER JOHNSON: AYE  
COMMISSIONER HALE: AYE  
DEPUTY MAYOR CANNON: (RECUSED)  
MOTION CARRIED.**

*Deputy Mayor Cannon returned to the dais at approximately 7:23 p.m.*

**402. Second Reading of Ordinance 2019-09 regarding the Application, Notice, and Review Criteria Procedures for Special Zoning Permits**

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Attorney Garganese read Ordinance 2019-09 by “Title” only and noted, “I made a few little technical amendments based on the First Reading that the Commission held a few weeks ago - on page 5 and 6 of 31, I did address the Commissioner’s concerns relative to single family homes. I also made it clear that the Application requirements for Administrative Appeals are governed in the administrative appeals section; and in the Administrative Appeals section, I added the requirement for transcripts to also be included as part of the record; and just cleaned up a couple of little wordsmith items in the Ordinance.”

*Mayor Lacey opened “Public Input” on this Agenda Item.*

*Mr. Dan Edwards, Vice President of Land, Central Florida Division, Dream Finders Homes, 8529 Southpark Circle, Orlando, Florida: asked about the term “Site Plans” as it relates to Final Engineering and the review process.*

Attorney Garganese pointed out that the provision on page 15 cross-references Chapter 9 of the Code and addresses criteria associated with Site Plans and Final Engineering.

It was then noted that there was a typo on Sec. 10.33. to which Attorney Garganese agreed the section should be 20.33.1.

With further comments, Attorney Garganese pointed out that in working on streamlining and creating uniform Application requirements, the Application requirements in Chapter 20 would relate to Special Zoning Permit Applications including Site Plans as well as Final Engineering; and technical requirements as noted in Chapter 9 will remain applicable as well as additional criteria noted in this Ordinance would also be pertinent to Site Plans and Final Engineering.

Discussion continued.

*Mr. Chad Minor, Beazer Homes, 151 Southhall Lane, Suite 200, Maitland, Florida:* asked about projects currently in the review process and the applicability of this Ordinance.

Attorney Garganese said that the proposed Ordinance would go into effect if adopted by the City Commission, immediately upon signature.

*Mayor Lacey closed "Public Input" on this Agenda Item.*

**"MOTION TO APPROVE ORDINANCE 2019-09 ON FINAL READING." MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.**

**VOTE:**

**COMMISSIONER KENDRICK: AYE**

**DEPUTY MAYOR CANNON: AYE**

**COMMISSIONER HALE: AYE**

**COMMISSIONER HOVEY: AYE**

**COMMISSIONER JOHNSON: AYE**

**MOTION CARRIED.**

## **REGULAR AGENDA**

### **500. Waste Pro Annual Performance Review**

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Ms. Balagia began this Agenda Item with information on how the survey was structured, the reason for differences in some of the numbers noted in the Agenda Item, and data related to some of the complaints. Ms. Balagia pointed out that any residents listed on the survey who had asked to be called back, have been contacted by City Staff.

Commissioner Hovey referenced the discrepancies that were noted in the Agenda Item. Brief remarks followed.

Next, Commissioner TiAnna Hale referenced some of the comments, including past year results, and suggested the service provider should provide immediate and continued improved service.

Remarks ensued on whether a bonus was a normal arrangement to which Mr. Boyle said that bonus arrangements were typical in this industry.

Commissioner Ted Johnson said he concurred with Commissioner Hale's comments regarding customer complaints, and he thought there seemed to be issues in getting replacement trash totes as he personally had been waiting several weeks. Commissioner Johnson suggested improvements were needed in expediting processes.

*Mr. Tim Dolan, Waste-Pro of Florida, 3705 St. Johns Parkway, Sanford, Florida:* stated, "Yes, it does and that's something that I need to go back and work on." Mr. Dolan mentioned some purchasing and vendor issues related to such delays. Commissioner Johnson said he would appreciate improvements. Mr. Dolan added, "I will be personally following up on that."

Commissioner Johnson then spoke of the size of recycle bins, whether there was a middle size of recycling containers and asked if this could be looked into. Mr. Dolan said there were no middle size containers and commented on recycling processes.

Commissioner Kendrick remarked that Waste-Pro of Florida's employee retention seemed consistent, that their employees adhere to the set rules in terms of what they pick up, and suggested that commercial account pricing may be a little high but thought the City Commission could discuss this further.

Discussion followed on what type of system was used for tracking complaints, and how the process works. Mr. Dolan briefly addressed how service requests are handled.

Mr. Michael D Maximenko, Utility Billing Manager, Finance Department commented on the system that Waste-Pro of Florida uses, mentioned some concerns he had, and noted that he was working with a colleague of Mr. Dolan's on service requests.

Deputy Mayor Cannon said that he thought complaints had risen, mentioned that for a trend analysis, data sets could be used to identify problem areas and suggested this be looked into, as keeping track of current issues would help everyone involved and could provide survey information on an ongoing basis.

Mayor Lacey added that the survey responses confirmed this.

Mr. Dolan responded by saying, "I agree" and added, "I'm a little disappointed with the results myself." Continuing, Mr. Dolan then mentioned that they were planning to update their fleet with new trucks and pointed out, "We should have two (2) new trucks here on the street probably in the next two to three (2-3) weeks."

Deputy Mayor Cannon mentioned a complaint he often heard was that trucks drop fluids which often stain the roads, and asked if there was something Mr. Dolan could do. Mr. Dolan said that newer equipment would help and with them taking the oldest trucks off the route soon, that should be an improvement. Mr. Dolan added, "That is something we can check."

Comments followed on seals and criteria related to the survey.

**"MOTION THAT WE APPROVE THE WASTE-PRO [OF FLORIDA] BONUS." MOTION BY COMMISSIONER KENDRICK. SECONDED BY COMMISSIONER HOVEY. DISCUSSION.**

**VOTE:**

**COMMISSIONER HALE: AYE**  
**COMMISSIONER JOHNSON: AYE**  
**COMMISSIONER KENDRICK: AYE**  
**DEPUTY MAYOR CANNON: AYE**  
**COMMISSIONER HOVEY: AYE**  
**MOTION CARRIED**

**501. East Central Florida Regional Planning Council Adopted Vision and Trend Analysis Presentation**

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*Mr. Fred Milch, East Central Florida Regional Planning Council, 455 North Garland Avenue, Orlando, Florida:* reviewed a PowerPoint presentation with the Mayor and City Commission and spoke of trends, goals, demographics and information related to other cities around the country which they felt had attributes and services that Winter Springs could adopt.



Next, Mr. Milch spoke of the community survey that would be provided.

Ms. Casey Howard, Director, IT and Administrative Services Department pointed out that the Visioning Session for businesses would be held on Thursday, June 27, 2019 and the Visioning Session for residents was set for Thursday, July 11, 2019. Ms. Howard confirmed that the Visioning Sessions would be held at City Hall. Regarding a time, Deputy Mayor Cannon suggested 6:30 p.m. as the starting time. No disagreements were noted by the City Commission.

Deputy Mayor Cannon commented on data that Mr. Milch had mentioned, referenced a document with different data which he said he would then provide to the City Clerk who could send it to Mr. Milch.

Commissioner Hovey asked that the City Clerk email the same document to the City Commission to which City Clerk Andrea Lorenzo-Luaces said, "Of course."

Discussion ensued on the proposed survey which was originally planned to be done at the July 4<sup>th</sup> event, however, Interim City Manager Shawn Boyle pointed out, "The Survey – what they want to do is have the meeting with the public first in order to incorporate and derive those questions for the Survey. Unfortunately the last information I was given is we won't make the Fourth of July with the Survey."

Commissioner Hovey inquired why the three (3) cities showcased in the PowerPoint, were all northern cities. Mr. Milch responded, "We were looking for something unique that other cities were doing, that perhaps Winter Springs could do also. Something that would make it stand out, something that the City could get behind and the residents could get behind, just looking at different niches."

Continuing, Commissioner Hovey asked if there were some cities in the southern part of the country that were considered. Mr. Milch responded, "I did not do this portion of the work, but I will definitely ask."

Further comments ensued on the differences in the climate and lifestyles between cities in the north and the south. Commissioner Hovey asked if something more similar could be considered in the south. Discussion.

Remarks followed on the different kinds of trees found around the country.

Commissioner Hale spoke of cooperative housing, thought this concept could be looked into, and said she would provide a document to the City Clerk to be forwarded to the City Commission.

Next, Commissioner Hale commented on the excellent Senior Center that Winter Springs has, and suggested that regarding Seniors, perhaps the City could have something like a Utility kiosk at the Senior Center and/or City staff could go over once a week to help Seniors with permitting, etc.

With additional remarks, Commissioner Hale referenced the 2009 Strategic Plan and questioned why some of the tasks were not completed.

Deputy Mayor Cannon noted that he thought provisions in the Comprehensive Plan were not being done and was interested in hearing some recommendations on how to best proceed.

Furthermore, Deputy Mayor Cannon spoke of greenspaces and felt that Lake Jesup was underutilized and suggested that a boardwalk on Lake Jesup would be a great addition; and asked Mr. Milch that if any individual Commissioners had further ideas, could they contact Mr. Milch and his colleagues, who could perhaps look into any of their suggestions.

Mr. Milch responded, "I would be very happy to do that."

**"MOTION TO EXTEND TIME THROUGH THE SECOND PUBLIC INPUT, NOT TO GO PAST 9:15." MOTION BY COMMISSIONER HOVEY. SECONDED BY DEPUTY MAYOR CANNON. DISCUSSION**

**MOTION CARRIED UNANIMOUSLY.**

Comments ensued on demographic inconsistencies mentioned earlier and Census data.

Commissioner Johnson mentioned the importance of branding and suggested that this process could contribute to a brand for Winter Springs and hoped we could try to consider doing this. Mr. Milch replied, "We could probably work that into the Visioning and into the Survey."

502. The City Clerk wishes to inform the City Commission of upcoming Appointment(s)/Reappointment(s) to the Code Enforcement Board related to Terms of Office which will be expiring in July 2019.

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**MOTION TO REAPPOINT MATT CRISWELL TO THE CODE ENFORCEMENT BOARD. MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE:**

**COMMISSIONER HOVEY: AYE  
COMMISSIONER HALE: AYE  
DEPUTY MAYOR CANNON: AYE  
COMMISSIONER JOHNSON: AYE  
COMMISSIONER KENDRICK: AYE  
MOTION CARRIED.**

**MOTION TO APPOINT MATT BENTON TO AN AT LARGE SEAT ON THE PARKS AND RECREATION ADVISORY COMMITTEE. (THIS APPOINTMENT FILLS THE VACANCY WHICH RELATES TO THE RECENT RESIGNATION OF MS. LYNN DEHLINGER). MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**CITY CLERK LORENZO-LUACES NOTED THAT MR. BENTON'S APPLICATION HAD BEEN RECEIVED EARLIER TODAY AND ASKED IF THE MOTION COULD BE CONTINGENT UPON THE NORMAL VERIFICATIONS THAT WE HAVE NOT YET RECEIVED.**

**MAYOR LACEY STATED, "DO WE HAVE CONSENSUS FROM THE COMMISSION TO AMEND THE MOTION?" NO DISSENT WAS NOTED. MAYOR LACEY THEN REMARKED, "WITHOUT OBJECTION, THE MOTION IS AMENDED."**

**VOTE:**

**COMMISSIONER KENDRICK: AYE  
COMMISSIONER HOVEY: AYE  
COMMISSIONER JOHNSON: AYE  
COMMISSIONER HALE: AYE  
DEPUTY MAYOR CANNON: AYE  
MOTION CARRIED.**

**MOTION TO APPOINT JEFF CRANDALL TO FILL THE SEAT TWO OPENING ON THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE. MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.**

**VOTE:**

**COMMISSIONER HALE: AYE**

**DEPUTY MAYOR CANNON: AYE**

**COMMISSIONER KENDRICK: AYE**

**COMMISSIONER HOVEY: AYE**

**COMMISSIONER JOHNSON: AYE**

**MOTION CARRIED.**

Deputy Mayor Cannon suggested that the Board and Committee Appointment process be streamlined and thought all Appointments could be handled during a specific month as a “once a year process”, and added that the length of Terms did not need to change. With remarks about vacancies that sometimes occur, Deputy Mayor Cannon suggested that vacancies would be filled as they arise.

Commissioner Hovey thought the City Attorney, City Manager, and the City Clerk could come back with some suggestions. Commissioner Kendrick noted, “Agreed.” No objections were voiced.

Interim Manager Boyle said that he and the City Clerk had spoken about this and added, “We just need to plug Anthony (Garganese) in and we’ll come back with some options.”

**503. City Manager Recruiting Advertisement and Recruitment Process**

Ms. Howard informed the City Commission that Attorney Garganese and herself put together a job description/recruiting advertisement for the City Manager position as well as recommendations for posting and the selection timeline.

Commissioner Hovey noted, “On page 4, there’s a duplicate entry. The third bullet is a duplicate of the one above it.” Ms. Howard responded, “That should be ‘Special and Board meetings’, so that will be corrected.”

Continuing, Commissioner Hovey remarked, “One thing that I think should be added at the last bullet - I think we should have a bullet that says ‘Other duties as assigned’.” Ms. Howard mentioned this was listed at the bottom and asked if this second reference should be added. Commissioner Hovey said she thought this would make it more noticeable. No objections were voiced.

Furthermore, Commissioner Hovey remarked that on the last page it says how to apply and there is a deadline to apply by email. Commissioner Hovey inquired that in terms of the application deadline by mail, should it be postmarked by that date or is it 'received in our office by that date'?"

Attorney Garganese said, "As received"; it would have to be received by that date."

Commissioner Hovey suggested that the addition of "As received by that date" should be included. No dissent was noted. It was then explained that Ms. Howard would be the one who received any submitted Applications.

Deputy Mayor Cannon recommended that the current posting and application window which has a closing date of July 9, 2019 be expanded and suggested a sixty (60) day timeline. Mayor Lacey said that he agreed.

With further remarks on the suggested sixty (60) days, Commissioner Hale added, "Agreed." Mayor Lacey asked, "Any objection from the Commission to the sixty (60) days?"

Commissioner Hovey commented, "I object to that but I will go with the Consensus. I think it should be shorter versus the sixty (60)." Commissioner Hovey then pointed out that a sixty (60) day timeline would push things out and suggested forty-five (45) days as a compromise.

Mayor Lacey said, "I would say August 1<sup>st</sup>." Deputy Mayor Cannon stated, "I am fine with August 1<sup>st</sup>." No objections were voiced.

## **REPORTS**

### **600. City Attorney Anthony A. Garganese, Esquire**

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No Report.

## **601. Interim City Manager Shawn Boyle**

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Interim Manager Boyle introduced the new Community Development Director, Christopher Schmidt to the City Commission.

Mr. Schmidt said, "Thank you for the opportunity, I look forward to working with you all."

Brief comments.

Interim Manager Boyle noted, in reference to Waste Pro performance measures, that he gets frequent reports and tracks the handling of complaints.

Next, Interim Manager Boyle brought up the construction of a parking lot adjacent to the Town Center and remarked, "The parking lot was approved back in I believe, December, unanimously on Consent. The original budget for the parking lot was two hundred and fifty thousand dollars (\$250,000.00). It came in just over six hundred thousand dollars (\$600,000.00). It's about 135 parking spaces."

Interim Manager Boyle then mentioned the strong economy and everyone's concern with tree canopy, and added, "This is the last time I can sit before you before we pull the trigger on this contract. The area that's in question for the parking lot will be clear-cut."

Continuing, Interim Manager Boyle explained, "It's that big treed area that's adjacent to the Trail and I just want to make sure that this is what you guys want to do. I don't want to be the cause of anybody getting any backlash." Interim Manager Boyle mentioned there were some different options if the City Commission wanted to revisit this project, and suggested, "You could talk about a redesign, you could talk about a phased approach. There are several different unlimited options that we can do."

Deputy Mayor Cannon noted his concern about the high costs. Deputy Mayor Cannon spoke favorably of a phased approach and suggested an improved green space that would be suitable for parking. Deputy Mayor Cannon added, "My thought is ask Staff to look at a multiple phase where we clean up what we have got there where they're parking and it's kind of sandy and the sidewalk, it could definitely use some sprucing up, but keep it green." Deputy Mayor Cannon added, "Keep some of those trees."

Mr. Smith remarked, "We can look at design alternatives and even give you a couple options on it."

Commissioner Kendrick noted the need for daily parking in the Town Center and as overflow for events, and was not in favor of clear-cutting the trees.

Commissioner Johnson asked if there was any data regarding the necessity of clear-cutting the entire parcel and possibly putting a hold on this project.

Mr. Smith pointed out, "This was in order to maximize the parking and also provide kind of a walking area in the middle. There is a pretty significant grade change from Tuskawilla down to the Trail."

Commissioner Johnson commented that he understood the need for more parking, however, he did not see the need for clear-cutting the property.

Mr. Smith then said, "We can look at alternatives. Our direction at the time was to maximize parking and make it almost a park like atmosphere, so that was the design we came up with. We ranged, the initial designs were upwards of around 200 stalls. That was all asphalt and this was sort of the compromise of including the walkability, a trail connection, and the future connection to the amphitheater if that was built; but we can go back to kind of where we started and sort of focus on the area that's already cleared and maybe clear out some of the underbrush as well. We just need to make sure that we meet some of the standards for parking and we can still make it safe."

Deputy Mayor Cannon remarked about parking, and expressed concern about the use of City funds for private business parking and the original determination of parking needs for the Town Center.

Mr. Smith responded that now, "Generally in the Town Center Code, you don't necessarily have to adhere to what the normal parking guidelines are. You can provide a study on that and that's probably what was followed there. The idea of this parking lot was really the future amphitheater as well as providing a new Trail connection and really just utilizing an empty piece of City property and bringing it up a little bit."

Deputy Mayor Cannon suggested this could possibly be completed in a couple of phases. With further comments, Mr. Smith noted, "I think we can look at alternatives with at least the parking stalls being that way, and then having an improved drive aisle." Discussion.

Mayor Lacey said to the City Commission, "Would it be acceptable if we just put in abeyance the award of this contract and have it as an Agenda Item at our next meeting where we can have a more thorough discussion?"

Deputy Mayor Cannon stated, “Yes.” Other Members of the Commission said “Yes.” No objections were voiced.

Discussion followed about the previous passage of the project, the availability of specific project information, that more parking is needed, and to bring options for the City Commission to consider.

Mayor Lacey pointed out, “The Consensus, without objection, is for the City Manager to put this in abeyance and have it as an Agenda Item for further discussion.” Additional suggestions dealt with providing the City Commission information on possible stages and options.

Finally, Interim Manager Boyle noted that the 60<sup>th</sup> anniversary [June 20, 2019] of the City was approaching and asked for direction on how the City Commission would like this occasion commemorated.

Mayor Lacey suggested, “Why don’t we do it at the 4<sup>th</sup> of July.” Commissioner Hovey added, “That is what I was thinking.” Deputy Mayor Cannon stated, “We could do that – that is a good idea.” No disagreements were noted.

#### **602. City Clerk Andrea Lorenzo-Luaces, MMC**

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No Report was given.

#### **603. Seat Three Commissioner Ted Johnson**

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Commissioner Johnson noted last Thursday was the 75<sup>th</sup> anniversary of D-Day and noted that Winter Springs resident Mr. Emil Abrahamian was a World War II Veteran. Commissioner Johnson mentioned that he had spoken to Mr. Caldwell about Mr. Abrahamian being considered as a Hometown Hero.

#### **604. Seat Four Commissioner TiAnna Hale**

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Commissioner Hale noted her attendance at an Honor Flight Orientation held last week at the Senior Center and commended the work they do.



Additionally, Commissioner Hale mentioned that Indian Trails Middle School is holding a farm-to-table event and are looking for Volunteers starting the week of August 15<sup>th</sup>.

Continuing, Commissioner Hale noted that the Octopus Car Wash and the Victoria Edward Spa were now open.

In conclusion, Commissioner Hale mentioned working with Chief of Police Chris Deisler and Seminole County Sheriff Dennis Lemma and commended them on their efforts with the opioid crisis.

### **605. Seat Five Commissioner Geoff Kendrick**

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Commissioner Kendrick noted that Florida League of Cities Policy Committee meetings were scheduled for this week.

Continuing, Commissioner Kendrick congratulated Chief Deisler on being officially Appointed as the City's new Chief of Police.

Chief Deisler thanked everyone for the opportunity and their support.

Commissioner Kendrick then mentioned he was looking forward to former Chief of Police Kevin Brunelle's Retirement Dinner being held on Thursday, June 13, 2019.

Finally, Commissioner Kendrick noted his disappointment regarding Metroplan Orlando's decision to lower the priority of expanding State Road 434 eastward and stated that he would look into this further.

### **606. Mayor Charles Lacey**

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No Report.

## **607. Seat One Commissioner Jean Hovey**

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**"I WOULD LIKE TO MAKE A MOTION TO EXTEND FOR AN ADDITIONAL FIFTEEN (15) MINUTES." MOTION BY COMMISSIONER HOVEY. SECONDED BY DEPUTY MAYOR CANNON. DISCUSSION.**

### **MOTION CARRIED UNANIMOUSLY.**

Commissioner Hovey commented on the current agenda format and asked that for future Agendas, could the Agenda Packet be split into separate sections, perhaps by section. Mr. Boyle stated, "Anything is possible with the Consensus of this group, absolutely."

Comments followed on printing out the Agenda, and/or dividing the Agenda into separate sections, such as the Consent Agenda, Regular Agenda, etc.

City Clerk Lorenzo-Luaces was asked for her input, to which she said, "We're happy to do whatever you would like."

Commissioner Kendrick remarked, "Logistically, whatever works." Commissioner Hovey added, "Smaller would be easier."

Mayor Lacey stated, "I am going to call it a Consensus unless I hear objections." No one noted any objections.

Mr. Ed DeJesus, IT Manager, IT and Administrative Services Department suggested that a navigation tab could be used with PDF's which might be more helpful to the City Commission. Deputy Mayor Cannon noted his agreement. Mr. DeJesus then said that they could certainly check into that.

Discussion followed on having the Agenda, exhibits as PDF's, and a navigation tab possibly available on the website so that the City Commission and others could access or print whatever documents they were interested in.

With further brief remarks, Mr. DeJesus said, "I will definitely work with the City Clerk's Office."

Next, Commissioner Hovey mentioned she had been Appointed to serve on the Municipal Administration Policy Committee for the Florida League of Cities.

Lastly, Commissioner Hovey asked about Donations and whether we had a standing Policy or if one should be considered, whether it be for services, time, and/or money.

Attorney Garganese mentioned that previously, proposed donations were brought before the City Commission, and there has been a type of Policy for Volunteers.

Interim Manager Boyle explained, "Our standing protocol goes like this, anytime anybody wants to donate any money, materials, work or time - we put it on, most of the time it's Consent; we bring it before the Commission so that you all have the opportunity to agree to it or not."

Furthermore, Interim Manager Boyle noted that there might be a future situation when the City Commission would prefer to not get involved with a specific donation. Interim Manager Boyle added, "We bring it before you also so that you can direct it; in other words - let's say we received a hundred thousand dollars (\$100,000.00) in a cash donation, Staff doesn't want to be responsible for directing where that money goes.

I think that should reside up here with the five (5) of you; so, right now, our standing protocol and there is some state statute behind it also, is that any gifts, frankly any gifts over \$100 we bring before you and you guys will accept it or not accept it and then you'll direct, if it's cash, you'll direct what you want to do with it. So - since I have been here for ten (10) years, that's been the standing protocol."

Regarding a potential donation of services, Interim Manager Boyle explained, "Anybody donating services to the City depending on what department or what they're doing, there's a due diligence that Staff has to do to make sure that they're insured, they're capable, and competent."

Commissioner Hale mentioned the "Cities of Service" program and said she would provide the City Clerk with a related document for consideration.

Further remarks followed on a written Volunteer Policy the City has, especially to ensure the safety of Volunteers around the elderly and children.

## **608. Seat Two Commissioner/Deputy Mayor Kevin Cannon**

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Following up on the last comments, Deputy Mayor Cannon mentioned that he had suggested to the Winter Springs High School Principal to try to get their students more involved with our City events which would help build community, and asked if this could be looked into.

Furthermore, Deputy Mayor Cannon suggested that the Winter Springs High School Softball Team be recognized at the July 4<sup>th</sup> Celebration of Freedom event, and also suggested signs be placed below the Welcome to the City signs with information about the Winter Springs High School Softball Champions. Commissioner Kendrick stated, "That is a wonderful idea."

Interim Manager Boyle said they could take care of this.

Lastly, Deputy Mayor Cannon mentioned a recent Central Florida Boy Scout Council awards ceremony that he attended.

## **PUBLIC INPUT**

*Mayor Lacey opened "Public Input".*

*Ms. Gina Shafer, Winter Springs Village, Winter Springs, Florida:* spoke of the need for speed reduction at Michael Blake Boulevard and State Road 434 and asked if the City could work with the Florida Department of Transportation on this matter. Ms. Shafer further commented about some type of barriers near the Blake Apartments which she thought needed reflective tape on them; and that she had been told in South Florida that palm trees were not counted as trees.

Deputy Mayor Cannon said to Chief Deisler, "The speed limit westbound on 434 drops to 45 right around the pedestrian bridge right..." Chief Deisler stated, "...From recollection, westbound, the signs are actually posted west of Michael Blake [Boulevard] before the intersection was reconfigured."

Deputy Mayor Cannon then remarked that one of the best signs erected was the "NO U-TURN" sign with a small orange flag at Indian Trails Middle School as drivers did in fact stop making such turns. Deputy Mayor Cannon continued, "Could we maybe ask for some enhanced signage - that the speed drops from 50." Deputy Mayor Cannon added that perhaps a couple of these enhanced, oversized signs could be erected for those driving westbound.

Chief Deisler noted his agreement with Deputy Mayor Cannon's comments and said, "For purposes of discussion if it goes beyond the discussion here I could definitely support moving the 45 sign further east..." Deputy Mayor Cannon stated, "...Yes." With additional brief comments, Chief Deisler said, "Anything we can do to make it happen, we'll make it happen."

Further, Commissioner Johnson suggested the speed limit should be reduced in the area of Tuscora Drive and State Road 434, and added that he thought there should also be a light there, and hoped the City would expedite this.

*Mr. Jeff Crandall, 1239 Stone Harbour Road, Winter Springs, Florida:* thanked Commissioner Hale for visiting Parkstone when she met with cleaning staff and recognized their work. Mr. Crandall also offered his thanks to Commissioner Johnson who drove to the bus depot to look into issues that some Parkstone residents have concerns with.

Commissioner Hale asked Mr. Smith if he could assist with getting reflective lights on poles. Mr. Smith said they would go out to the site and check into this.

*Mayor Lacey closed "Public Input".*

## **ADJOURNMENT**

Mayor Lacey adjourned the Regular Meeting at 9:31 p.m.

*RESPECTFULLY SUBMITTED:*

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ANDREA LORENZO-LUACES, MMC  
CITY CLERK

*APPROVED:*

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MAYOR CHARLES LACEY

NOTE: These Minutes were approved at the \_\_\_\_\_, 2019 City Commission Regular Meeting.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Cannon, Kevin Scott	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Commission
MAILING ADDRESS PO Box 195447	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY Winter Springs, FL 32719	COUNTY Seminole
DATE ON WHICH VOTE OCCURRED June 10, 2019	NAME OF POLITICAL SUBDIVISION: City of Winter Springs
	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Kevin Scott Cannon, hereby disclose that on June 10, 20 19 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss; SEE BELOW
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of \_\_\_\_\_, by \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Commission Agenda #401 - Quasi Judicial Hearing on application for Special Exception to construct a monument sign in front of the West End Professional Center located at 1135 E. SR-434, Winter Springs, FL. The owner of said building and Applicant for the Special Exception is West End Professional Center One, LLP. I have no financial ownership interest in said LLP. However, my business, Law Office of Kevin Cannon, PA, is a tenant in said building and thus, the requested monument sign could in some way inure to my special private gain or loss although it is unlikely because I have no plans for my business or my name to appear on said monument sign as I am the smallest tenant in said building. As advised by the City Attorney, my recusal was based on the provisions of Section 112.3143(3)(a) Florida Statutes "No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss ..." and Section 286.012 Florida Statutes "If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice". This supercedes my disclosure filed June 14, 2019.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

**RECEIVED**

JUN 19 2019

CITY OF WINTER SPRINGS  
OFFICE OF THE CITY CLERK

Date Filed \_\_\_\_\_

 June 19, 2019  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



# PUBLIC HEARINGS AGENDA ITEM 401

## CITY COMMISSION AGENDA | JUNE 10, 2019 | REGULAR MEETING

### TITLE

West End Professional Center Monument Sign Special Exception and Development Agreement Modification

### SUMMARY

#### APPLICANT AND PROPERTY INFORMATION:

- Applicant/Property Owner's Name (s): West End Professional Center One LLP
- Property Address(es): 1135 East State Road 434
- Property Parcel ID Number(s): 36-20-30-502-0000-0010
- Current FLUM Designation: Town Center District
- Current Zoning Designation: T-C (Town Center District)
- Development Agreements:
  - Binding Development Agreement (2006)
  - First Modification of Binding Development Agreement (2007)
  - Second Modification to Binding Development Agreement (2008)
- Pending Code Enforcement Actions: None
- City Liens: None

#### APPLICABLE LAW, PUBLIC POLICY, AND EVENTS:

Home Rule Powers

Winter Springs Code of Ordinances

City of Winter Springs Comprehensive Plan

#### **Project Overview**

The applicant is seeking a Special Exception and modification to the Development Agreement for the construction of one monument sign (Exhibit A) at the multi-tenant office building located at 1135 E. SR 434. The subject property is located within Transect 5 of the Town Center zoning district. Per Section 20-327.1 - Signs, freestanding monument signs are permitted by special exception in the Town Center along SR 434 frontage. The sign generally conforms to the standards set forth in Section 16-82 "Special Supplemental regulations for properties located on SR 434", pertaining to monument signs. The signs architectural features and colors match the existing building and provide acceptable aesthetics in relation to the surrounding Town Center buildings.

As part of the Binding Development Agreement, adopted December 11, 2006, by the City Commission, the developer was required to construct six seat walls around trees located in the plaza at the north end of the property. Only four of the six seat walls were constructed. The proposed Third Modification to Binding Development



Agreement (Exhibit C) would reduce the number of seat walls required from six to four. This modification would also allow for one of the four seat walls to contain a monument sign and landscaping, as opposed to a tree, which was originally required in the original Binding Development Agreement. Based on Staff review of the plaza area, there will still be adequate seating in the plaza area with only four seat walls.

At the May 23, 2019, Planning and Zoning Meeting, the Board recommended approval of the Special Exception to construct a monument sign in the Town Center with a 5-0 vote.

### **Special Exceptions (Exhibit B)**

The applicant is requesting approval of a Special Exception requests. In granting a Special Exception, per the Town Center Code, the City Commission must find substantial competent evidence that:

- a) The proposed development contributes to, promotes, and encourages the improvement of the Winter Springs Town Center and catalyzes other development as envisioned in the Winter Springs Town Center regulations.
- b) The proposed development will not have an unfavorable effect on the economy of the Winter Springs Town Center and complies with the economic fiscal impact requirements set forth in the City's Comprehensive Plan and code.
- c) The proposed development abides by all rules in this code other than those specially accepted.

### **RECOMMENDATION**

Staff recommends the approval of the Special Exception to construct a monument sign in the Town Center and the Third Modification to Binding Development Agreement related to seat wall requirements.

Select Year: 2018 

## The 2018 Florida Statutes

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Title X  
PUBLIC OFFICERS, EMPLOYEES,  
AND RECORDS

Chapter 112  
PUBLIC OFFICERS AND EMPLOYEES:  
GENERAL PROVISIONS

[View Entire  
Chapter](#)

### **112.3143 Voting conflicts.—**

(1) As used in this section:

(a) “Principal by whom retained” means an individual or entity, other than an agency as defined in s. [112.312\(2\)](#), that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed another to act for the individual or entity, and includes, but is not limited to, one’s client, employer, or the parent, subsidiary, or sibling organization of one’s client or employer.

(b) “Public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(c) “Relative” means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

(d) “Special private gain or loss” means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:

1. The size of the class affected by the vote.
2. The nature of the interests involved.
3. The degree to which the interests of all members of the class are affected by the vote.
4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

(2)(a) A state public officer may not vote on any matter that the officer knows would inure to his or her special private gain or loss. Any state public officer who abstains from voting in an official capacity upon any measure that the officer knows would inure to the officer’s special private gain or loss, or who votes in an official capacity on a measure that he or she knows would inure to the special private gain or loss of any principal by whom the officer is retained or to the parent organization or subsidiary of a corporate principal by which the officer is retained other than an agency as defined in s. [112.312\(2\)](#); or which the officer knows would inure to the special private gain or loss of a relative or business associate of the public officer, shall make every reasonable effort to disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for the state public officer to file a memorandum before the vote, the memorandum must be filed with the person responsible



# REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

FY 2020 Budget Overview, Millage Cap, Loan Forgiveness

## SUMMARY

The City Manager requests that the City Commission receive the Fiscal Year 2020 Budget Overview from staff; consider approval of Resolution 2019-19 to forgive the internal loan to the Central Winds General Obligation Debt Service Fund, eliminate the related voted debt millage rate; and consider approval of Resolution 2019-12, computing the Proposed Operating Millage Rate for Fiscal Year 2019-2020 at 2.4300 mills, establishing the rolled-back rate, and setting the date, time and place of a public hearing to consider the proposed millage rate and tentative budget for Fiscal Year 2019-2020.

The FY 2018-2019 (current) millage rate consists of an operating millage rate of 2.4300 mills and a voted debt service millage rate of 0.0500 mills. The FY 2019-2020 proposed budget as transmitted by the City Manager on July 1, 2019, incorporates an operating millage rate of 2.4300 and eliminates the voted debt service millage rate of 0.0500. Gross taxable value from the Property Appraiser (inclusive of new construction and annexations) as reflected on the DR-420 is \$2,517,669,920, which is 9.8% more than the DR-403 valuation for FY 2018-2019.

### **FY 18/19 FY 19/20 Change**

Operating	2.4300	2.4300	0.0000
Voted Debt	<u>0.0500</u>	<u>0.0000</u>	<u>(0.0500)</u>
Total	2.4800	2.4300	(0.0500)

- *This resolution will establish the millage rate cap. The final millage rate can be less than the adopted millage rate cap, but it cannot exceed the cap without increased expense to the City.*
- *This proposed millage rate will be applied to the property owners' assessed values and mailed by the Property Appraiser to each property owner in the form of the TRIM notice.*

The Resolution also establishes the rolled-back rate at 2.2770 mills as calculated on form DR-420. The rolled-back millage rate is that rate which produces the same amount of taxes as levied in the prior year when calculated against the current year's

tax base exclusive of new construction. The proposed operating millage rate of 2.4300 is 6.72% more than the calculated rolled-back rate. The Resolution sets the date, time and place of the public hearing to consider the proposed millage rate and the tentative budget - September 9, 2019 at 6:30 P.M. at 1126 East State Road 434, Winter Springs, Florida (Commission Chambers). This meeting time cannot change once it has been reported as such on the DR-420.

The Fiscal Year 2020 Budget as proposed, totals \$50,477,705 (excluding appropriations to fund balance) and represents a \$1,415,467 or 2.7% decrease from the prior fiscal year's budget of \$51,893,172. Total proposed General Fund spending of \$18,806,036 represents a \$228,136 increase from the prior fiscal year. The proposed operating millage rate of 2.43 mills remains unchanged from the prior fiscal year and it is proposed that the voted debt service millage rate of 0.05 mills be eliminated.

The increase in property values which has been programmed into the FY 2020 Proposed Budget is sufficient to fund the proposed budget as transmitted by the City Manager on July 1, 2019 barring any unforeseen endogenous or exogenous economic impacts.

## **RECOMMENDATION**

It is recommended that the Commission adopt Resolution 2019-19 (loan forgiveness) and 2019-12 (millage cap).

A sample motion follows which includes the necessary elements for statutory compliance:

I make the motion that the City of Winter Springs adopt Resolution 2019-19 to forgive the internal loan to the Central Winds General Obligation Debt Service Fund from Capital Project Fund #305 and discontinue the voted debt millage rate; and

That the City of Winter Springs adopt Resolution 2019-12 to establish the proposed operating millage rate at 2.4300 mills and publicly announce that the proposed operating millage rate is 6.72% more than the computed rolled-back rate of 2.2770 mills; and establish the public hearing regarding the proposed millage rate and tentative budget as September 9, 2019 at 6:30 pm at 1126 E. State Road 434 in Winter Springs.

**RESOLUTION NUMBER 2019-12**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, ESTABLISHING THE ROLLED-BACK RATE; COMPUTING A PROPOSED MILLAGE RATE (CAP); AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, *Florida Statute* 200.065 (2) (a) 1 expressly provides that municipalities shall compute a proposed millage rate; and

**WHEREAS**, *Florida Statute* 200.065 (4) (b) requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget; and

**WHEREAS**, *Florida Statute* 200.065 (4) (c) further requires that within 80 days of certification of value, but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate; and

**WHEREAS**, the City Commission of the City of Winter Springs deems that this Resolution is in the best interest of the public health, safety, and welfare of the citizens of Winter Springs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

**Section 2.** **Proposed Millage Rate.** The proposed operating millage rate for the City of Winter Springs, Florida for the Fiscal Year 2019-2020 is set at 2.4300 mills which is 6.72% greater than the computed aggregate rolled-back rate of 2.2770 mills.

*The millage rate for the City of Winter Springs for voted debt service has been discontinued pursuant to Resolution No. 2019-19.*

**Section 3.** **Public Hearing.** A public hearing shall be held in the City Commission Chambers located at City Hall, 1126 East State Road 434, Winter Springs, Florida, on September 9, 2019 at 6:30 P.M. to consider the adoption of the proposed millage rate and the tentative budget for Fiscal Year 2019-2020.

**Section 5. Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

**RESOLVED** by the City Commission of the City of Winter Springs, Florida in a regular Commission meeting assembled on the 8th day of July, 2019.

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**Charles Lacey, Mayor**

**ATTEST:**

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**Andrea Lorenzo-Luaces, City Clerk**

Approved as to legal form and sufficiency for  
the City of Winter Springs only:

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**Anthony A. Garganese, City Attorney**

**RESOLUTION NUMBER 2019-19**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, FORGIVING THE REMAINING PRINCIPAL BALANCE OF THE CENTRAL WINDS PARK INTERNAL NOTE APPROVED PURSUANT TO RESOLUTION NUMBER 2016-21 IN THE AMOUNT OF APPROXIMATELY \$860,000.00; COMMENCING IN CITY FISCAL YEAR 2019/2020, DISCONTINUING THE LEVY OF THE VOTER APPROVED LIMITED AD VALOREM TAX DEBT MILLAGE OBLIGATION APPROVED BY THE REGISTERED VOTERS OF THE CITY OF WINTER SPRINGS IN A BOND REFERENDUM ON SEPTEMBER 4, 2001; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 4, 2001, registered voters of the City of Winter Springs authorized the issuance of limited ad valorem bonds in a principal amount not to exceed \$3,400,000.00, to bear interest at a rate not to exceed the maximum rate permitted by law, and by levying an ad valorem tax not to exceed one-quarter of one mill (0.25) on all taxable property within the City of Winter Springs to be used for purposes of repaying such bonds required to acquire land and expand Central Wind Park and to construct soccer, football, baseball and other recreational facilities on said land (“Pledged Funds”); and

**WHEREAS**, on February 27, 2002, following the approval of the issuance of its 2002 Bonds (as hereinafter defined) at a bond referendum election, the City of Winter Springs, Florida (the "City") issued its Limited General Obligation Bonds, Series 2002 in the amount of \$3,400,000.00 (the "2002 Bonds"); and

**WHEREAS**, pursuant to City Resolution No. 2012-14, the City accepted the proposal of Branch Banking and Trust Company to refund the 2002 Bonds and issued a note, dated May 18, 2012 (the “2012 Note”) secured by the Pledged Funds; and

**WHEREAS**, pursuant to City Resolution No. 2016-21, the City utilized unrestricted capital project reserves available to refund the 2012 Note on January 1, 2017 or soon thereafter, provided the City’s Capital Project Fund Reserve Account #305 is secured and repaid by the Pledged Funds in accordance with the terms and conditions of said Resolution and the Limited General Obligation Refunding Central Winds Park Internal Note, Series 2017 in an amount not to exceed \$1,300,000.00 (the "Central Winds Park Internal Note" or “Internal Note”); and

**WHEREAS**, the money utilized from the Capital Project Fund Reserve Account #305 to refund the 2012 Note originated from excess general fund reserves transferred into the Capital Project Fund Reserve Account #305 in Fiscal Year 2016; and

**WHEREAS**, the City currently has excess unrestricted general fund reserves in a sufficient amount of approximately \$860,000.00 that would fiscally justify and warrant the City Commission

forgiving the remaining principal balance of the Central Winds Park Internal Note without levying any additional voter approved ad valorem millage authorized by referendum on September 4, 2001; and

**WHEREAS**, by forgiving the remaining principal balance of the Central Winds Park Internal Note, the City can discontinue sooner than expected the voter approved limited ad valorem tax millage obligation approved by the registered voters of the City of Winter Springs in a bond referendum on September 4, 2001; and

**WHEREAS**, the City Commission of the City of Winter Springs deems that this Resolution is in the best interest of the public health, safety, and welfare and of the citizens of Winter Springs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

**Section 2. Forgiveness of Internal General Obligation Loan.** Effective at the commencement of the next City fiscal year on October 1, 2019, the remaining principal balance of the Central Winds Park Internal Note authorized by City Commission Resolution Number 2016-21 is hereby deemed forgiven and cancelled. The City Manager and Finance Director shall complete a final accounting of the Pledged Revenues received by the City and the Central Winds Park Internal Note in accordance with applicable accounting requirements.

**Section 3. Discontinuance of Voted Debt Millage Obligation.** The City Commission hereby expresses its intent to discontinue the levy of the voter approved limited ad valorem tax debt millage obligation approved by the registered voters of the City of Winter Springs in a bond referendum on September 4, 2001. The aforementioned limited ad valorem tax debt millage rate shall not be levied in future fiscal years commencing with the upcoming 2019/2020 City fiscal year. The City Manager and Finance Director are hereby directed to work with the Florida Department of Revenue and Seminole County Tax Collector to effectuate the discontinuance in accordance with this Section. In addition, the proposed City budget and millage rate resolutions for the upcoming new fiscal year 2019/2020 shall not include and incorporate the aforementioned discontinued limited ad valorem tax debt millage rate.

**Section 4. Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon



adoption by the City Commission of the City of Winter Springs, Florida.

**RESOLVED** by the City Commission of the City of Winter Springs, Florida in a regular Commission meeting assembled on the 8th day of July, 2019.

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**Charles Lacey, Mayor**

**ATTEST:**

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**Andrea Lorenzo-Luaces, City Clerk**

Approved as to legal form and sufficiency for  
the City of Winter Springs only:

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**Anthony A. Garganese, City Attorney**



# REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## **TITLE**

SR 434 Buffer Requirements per Chapter 20 - Zoning Discussion

## **SUMMARY**

Staff is seeking direction by the City Commission in regards to revisions within Chapter 20 - Zoning.

## **RECOMMENDATION**

Staff recommends the City Commission review the attached presentation for discussion and provide direction.



# REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | JULY 8, 2019 | REGULAR MEETING

## TITLE

City Commission Appointment/Reappointment Opportunities.

## SUMMARY

At the last City Commission meeting, Attorney Garganese was tasked to research rearranging the different terms of offices for all board or committee members. However, as that process may take several months for any ordinance(s) to be proposed and considered, the following are appointment or reappointment opportunities that the applicable Commissioners may wish to fill.

For any new appointments or reappointments made, if a new ordinance is enacted which changes terms of office, such terms can be addressed at a later time.

As numerous board and committees are involved in this agenda item, to keep the agenda item manageable, the many applicable ordinances or resolutions are accessible in Dropbox accounts or the City's document repository.

The following are appointment or reappointment opportunities, and each Commissioner has been notified:

Seat One - Commissioner Jean Hovey  
Oak Forest Wall and Beautification District Advisory Committee  
Seat One - Currently held by Mr. William Hogaboom  
Term to expire: 8/31/2019  
Next appointment or reappointment would be for a new 4-year term

Mr. Hogaboom has been notified as to whether he would like to be reappointed - Staff is awaiting a response.

Seat Two - Deputy Mayor Kevin Cannon  
Code Enforcement Board  
Seat Two - *Vacant*  
Term to expire: 7/31/2019  
Any new appointment would be for a new 3-year term

Seat Three - Commissioner Ted Johnson  
Oak Forest Wall and Beautification District Advisory Committee  
Seat Three - Currently held by Mr. David Mander  
Term to expire: 8/31/2019  
Next appointment or reappointment would be for a new 4-year term

Mr. Mander has been notified as to whether he would like to be reappointed - Staff is awaiting a response.

Seat Four - Commissioner TiAnna Hale  
Oak Forest Wall and Beautification District Advisory Committee  
Seat Four - *Vacant*  
Term to expire: 8/31/2022  
Any appointment would be for a partial term which would expire on 8/31/2022

Seat Five - Commissioner Geoff Kendrick  
Bicycle and Pedestrian Advisory Committee  
Seat Five - *Vacant*  
Term to expire: 2/1/2021  
Any appointment would be for a partial term which would expire on 2/1/2021

Code Enforcement Board  
Seat Five - *Vacant*  
Term to expire: 7/31/2019  
Any new appointment would be for a new 3-year term

Oak Forest Wall and Beautification District Advisory Committee  
Seat Five - *Vacant*  
Term to expire: 8/31/2019  
Any appointment would be for a new 4-year term

**OTHER MAYOR/COMMISSION APPOINTMENTS:**

Included in this agenda item is the ability for the Mayor and/or any City Commission member to make any other appointment(s) that are deemed pertinent.

If any appointment(s) are not made at this meeting, subsequent agenda items can be brought forward on upcoming City Commission meeting agendas if requested.

**RECOMMENDATION**

Staff recommends the City Commission review and fill the board and committee appointments or reappointments opportunities.