city commission agenda

Regular Meeting

3:30 p.m.
September 26, 2011
Commission Chambers

commissioners				mayor	commissioners			
seat 1	Steven Leary	seat 2	Sarah Sprinkel	Kenneth W. Bradley	seat 3	Carolyn Cooper	seat 4	Tom McMacken

welcome

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

meeting procedures

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

Comments at the end of the meeting under New Business are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left to sum up. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

1	**Meeting Called to Order**	
2	**Invocation** The Reverend Alison Harrity, St. Richard's Episcopal Church **Pledge of Allegiance**	
3	**Approval of Agenda**	
4	**Mayor's Report**	**Projected Time**
	a. Presentation of Green Local Government Gold Certification from the Florida Green Building Coalition b. Keep Winter Park Beautiful annual awards	10 minutes
5	**City Manager's Report**	**Projected Time**

6	**City Attorney's Report**	**Projected Time**
7	**Non-Action Items**	**Projected Time**
	a. Discussion items not needing decisions at this time: Orange County Commission redistricting	5 minutes
8	**Citizen Comments | 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)** (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	**Consent Agenda**	**Projected Time**
	a. Approve the minutes of 9/12/11. b. Approve the following contracts: 1. Renewal of RFP-6-2007, Medical Insurance with Aetna and authorize the Mayor to execute the Renewal Package document. 2. Temporary Extension of Tree Trimming of Electric Utility Lines with Burford's Tree, Inc. (RFP-9-2007) through November 30, 2011 and authorize the Mayor to execute the Agreement for Temporary Extension; $80,000. 3. Temporary Extension of Underground Electrical Construction Services with Heart Utilities, Inc. (IFB-1-2008) through December 31, 2011 and authorize the Mayor to execute the Agreement for Temporary Extension; $200,000-$250,000. c. Approve the sanitary sewer and water main easement for 701 S. Orlando Avenue, for the Oakley Corporation at the Hollieanna Shopping Center (Publix). d. Approve the Orange County School Board first amended and restated interlocal agreement for public school facility planning and implementation of concurrency. e. Adopt the FY 2012 Strategic Plan.	5 minutes
10	**Action Items Requiring Discussion**	**Projected Time**
	a. Notice of Disposal proposals – State Office Building, 941 W. Morse Boulevard	90 minutes
11	**Budget Public Hearings (Must be held after 5:00 p.m.)**	**Projected Time**
	a. Ordinance-Adopting the millage rate (2) b. Ordinance-Adopting the FY 2012 annual budget (2)	60 minutes total
12	**Public Hearings**	**Projected Time**
	a. Resolution - Setting forth the City's intent to use the uniform ad valorem method of collection of a non-ad valorem assessment for properties abutting Dixie Parkway and Williams Drive.	10 minutes

b. Request of Rollins College: **TO BE HELD AFTER 5:00 P.M.** - To amend or revise the conditional use approval previously granted for a hotel project at 300 New England Avenue, to build the Alfond Inn at Rollins College, consisting of a five-story, 112 room hotel with a restaurant/bar, meeting/ballroom space and on-site parking, zoned R-4 and to authorize the Mayor to execute the Seventh (7th) amendment to the developer's agreement. **Quasi Judicial Proceeding**	90 minutes
c. Request of the City of Winter Park: **TO BE HELD AFTER 5:00 P.M.** - Ordinance – Amending Article I, "Comprehensive Plan" to update the Capital Improvement Element to reflect the revised Five Year Capital Improvement Plan inclusion within the data, inventory and analysis Component of the Comprehensive Plan. (2)	5 minutes
d. Ordinance – Amending Article I, "Comprehensive Plan" so as to eliminate the twice a year limitation on amendments to the City's Comprehensive Plan, substituting for the current amendment procedures (2)	5 minutes
e. Ordinance – Vacating and abandoning a portion of the City utility easement located at 1680 Magnolia Avenue (2)	5 minutes
f. Adoption of fee schedule effective October 1, 2011	15 minutes
g. Ordinance – Repeal sections 62-51 and 62-53 of the City Code and amend section 62-52 of the City Code as required by Chapter 2011-109, Laws of Florida regarding firearms and ammunition (1)	10 minutes

13 City Commission Reports	**Projected Time**
a. Commissioner Leary b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner McMacken e. Mayor Bradley 1. Downtown parking plan	10 minutes each

appeals & assistance

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

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

city commission agenda item

item type	Mayor's Report	meeting date	September 26, 2011
prepared by department division	Parks and Recreation Department/KWPB	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Subject

Keep Winter Park Beautiful Annual Awards

motion | recommendation

Announce winners at Annual Keep Winter Park Beautiful Awards

Background

Every year, KWPB recognizes local businesses, schools, and residents for their volunteering, beautification, and green efforts through the KWPB Annual Awards program.

Keep Winter Park Beautiful would like to once again announce the winners of the annual KWPB Awards at the City Commission meeting during the Mayor's Report.

Enhancing the city's green spaces, increasing recycling efforts and educating the public on issues related to environmental sustainability are just a few ways that KWPB helps contribute to the city's Florida Green Building Coalition Green Local Government certification.

alternatives | other considerations

n/a

fiscal impact

None

long-term impact

n/a

strategic objective

n/a

city commission city manager's report

item type City Manager's Report | meeting date September 26, 2011

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update	date
Pensions	The pension analysis for additional pension modifications is underway. The Pension Boards have modified the contracts with their actuary to provide a 30 year projections as suggested by the City.	October 2011
Lee Road Median Update	FDOT comments restrict planting of canopy trees over the vast majority of the islands due to sight distance & bill board restrictions. Only possibility is low shrubs and single trunk crepe myrtles. Currently scheduling a meeting with FDOT District V secretary to discuss this ultra restrictive determination.	
Pro Shop Renovation	Interior improvements continue.	Anticipate completion in December 2011
Community Center	The official Ribbon Cutting Ceremony will be September 23rd at 10 a.m. A public open house is scheduled for October 1st.	Completed
Fairbanks Improvement Project	A revised lift station location is being evaluated that will allow standard construction techniques and provide a larger easement. There will be a slight delay in the bidding to accommodate the lift station redesign but the standard construction methods and schedule will not delay the project construction schedule.	Project should be out to bid by the middle of October and construction should begin in December.

Hazardous Waste	Another round of comments has been forwarded to the County for review. We have requested and received permission to temporarily allow Winter Park residents to use the Orange County HHW disposal facility while the details of the Interlocal Agreement are being finalized.	Currently waiting on Orange County.
Budget	Citizen input and adoption scheduled for September 26th.	Completed 9/26/2011.

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

REGULAR MEETING OF THE CITY COMMISSION
September 12, 2011

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

The invocation was provided by Reverend Dean Patrick Powers, Knowles Chapel Rollins College, followed by the Pledge of Allegiance.

Members present:
Mayor Kenneth Bradley
Commissioner Steven Leary
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Tom McMacken

Also present:
City Manager Randy Knight
City Attorney Larry Brown
City Clerk Cynthia Bonham
Deputy City Clerk Michelle Bernstein

Approval of the agenda

City Manager Knight requested Item 9c be removed from the agenda and Items 11a and 11b to be treated as a simultaneous public hearing. **Motion made by Commissioner McMacken to approve the agenda with the above changes; seconded by Commissioner Sprinkel and approved by acclamation of the City Commission.**

Mayor's Report

a. Presentation of Fire Department Accreditation Award

Mayor Bradley recognized the Fire Department for this achievement. Fire-Rescue Chief James White recognized the members of their Accreditation team and other department members for achieving the Fire International Accreditation Award. He presented the Mayor with an award from the Commission on Fire Accreditation and explained that in order to receive accreditation the Winter Park Fire Department (WPFD) had to meet all criteria established through CFAI's voluntary self-assessment and accreditation program. WPFD was first accredited in 2001 and remains one of only 14 accredited agencies in the state.

b. Presentation of Playful City USA Designation

Mayor Bradley recognized the Parks and Recreation Department for this achievement. He explained that the City was recently named a "Playful City USA" community by KaBOOM and noted that Winter Park was one of 151 cities and towns in the country that earned this recognition. Parks and Recreation Director John Holland explained that there are currently four playgrounds in Winter Park that have been provided by KaBOOM and valued at approximately $500,000. Mr. Holland announced that the next Play Day event will be held at Lake Island Community Playground on Saturday, September 17 from 10 a.m. to noon and encouraged all citizens to attend.

Mayor Bradley announced that the City has successfully launched "Pink Out in Winter Park" for the month of September and encouraged all citizens to become informed and aware of breast cancer.

Mayor Bradley announced that on September 23 at 10:00 a.m. there will be a dedication ceremony for the new Community Center and encouraged everyone to attend.

City Manager's Report

Commissioner McMacken asked for a completion date for the pension analysis summary. City Manager Knight advised that they have requested a date certain from the consultant and once it has been provided he will provide the information to the Commission. Commissioner McMacken also requested an update on the Pro Shop. The request was acknowledged.

City Manager Knight addressed the Police and Fire pension issue. He explained that the City has received reports from the consultants and additional information was also provided by the Department of Management Services. City Manager Knight noted that the consultants are looking at the various options available and provided their opinion on how much state revenue, if any, the City would lose by implementing any of the options. He said it has been a slow painful process but they are moving forward by trying to see if there is any type of reform that makes sense for the City and the participants. He also explained that it is very tricky situation right now because there are not a lot of options out there without risking the state revenue.

City Attorney's Report

No items to report.

Non-Action Items

a. Financial Report – July 2011

Finance Director Wes Hamil summarized the July 2011 Financial Report and answered questions.

Motion made by Mayor Bradley to approve the financial report as presented; seconded by Commissioner Sprinkel. The motion carried unanimously with a 5-0 vote.

Consent Agenda

a. Approve the minutes of 8/22/11.
b. Approve the following purchases and contracts:
    1. Purchase Order 145205 for Purchase of Power Transformer (IFB-9-2011) to GE Prolec Transformers, Inc. for $610,411
    2. PR 147482 for Rehabilitation of Sanitary Manholes to T.V. Diversified, Inc.
    3. Contract Renewal for RFP-18-2008 Group PPO Dental Benefits with Metlife and authorize the Mayor to execute the Renewal Package document
    4. Extended Warranty Service Agreement for Chiller at Winter Park Community Center for $11,571/year and authorize the Mayor to execute the Agreement
    5. Piggybacking the Orange County contract Y9-906B for Continuing Geotechnical Engineering and Construction Materials Testing Services and authorize the Mayor to execute the Piggyback Contract
    6. Piggybacking the Orange County contract Y11-903 for Continuing Utilities Geotechnical and Materials Testing and authorize the Mayor to execute the Piggyback Contract

7. Piggybacking Orange County contract Y11-1067B for Furnish Asphalt Products and authorize the Mayor to execute the Piggyback Contract
8. Piggybacking Orange County contract Y11-1067A for Furnish Asphalt Products and authorize the Mayor to execute the Piggyback Contract
9 Piggybacking City of Port St. Lucie contract 20080096 for Supply & Install Sealant Coating for Manholes & Lift Stations and authorize the Mayor to execute the Piggyback Contract

c. Approve the waiver for temporary lighting at the DMV property that will be used as interim parking for 2-3 years. – **PULLED FROM CONSENT AGENDA (not addressed)**

Motion made by Commissioner McMacken to approve Consent Agenda items 'a' and 'b-1' through 'b-9'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Action Items Requiring Discussion:

a. Request of Mr. Furst: 10 Year Conditional Use Approval extension for the Residences at Morse and Knowles

Planning Director Jeff Briggs explained that Mr. Felix Furst is requesting (for a second time) a ten year extension to their conditional use zoning approval for the four unit townhouse project at 170 S. Knowles Avenue that was originally approved on October 22, 2007. The Commission provided a previous extension on April 13, 2009; then on April 10, 2010 the Commission provided a five year extension until October 22, 2016 (5 years less than requested).

The applicant asserts that the market has evaporated for luxury townhomes, so the project approved in 2007 is in limbo and they want to lease the existing building in the interim. Tenants who are interested in the building do not want to undertake the significant expense of interior renovations for just a five year lease period and prospective tenants are not interested in anything but a 10 year minimum lease term. He explained that the building has remained vacant and the property owner (who has lost leases in the interim) wants to try again for a ten year extension.

Mr. Briggs advised that per code a conditional use is two years without any extensions and there is no limit on the number of extensions that can be granted.

Since the public notice requirement is very costly to the applicant, Commissioner Cooper asked Attorney Brown if the Commission could possibly waive the public notice requirements. Attorney Brown stated no, the commission would have to amend the ordinance. He said they could require that the ¼ page advertisement be provided in lieu of a more expensive type of notice.

Motion made by Mayor Bradley to add a 5 year extension onto the October 22, 2016 date; seconded by Commissioner Leary.

Somer Froemming with Furst Realties Inc. spoke on behalf of the applicant and explained that originally they had a ten year lease on the building with a large design company but lost it because the conditional use was only extended for the first period of five years.

Randall Lane Glidden, Associated Consulting Inc., spoke on behalf of the applicant and noted that his firm is working on some of the improvements that have been occurring and requested that the extension be granted.

Joe Terranova, 700 Melrose Avenue, recommended the approval of the extension for ten years which would be an additional five years from the current timeframe.

Mr. Briggs confirmed that the Commission was authorizing the ¼ page ad for an extension of ten years. Mayor Bradley clarified that it is not a 10 year extension and that the motion is to grant an extension of five years after October 22, 2016, meaning that they would be extended to October 22, 2021.

Commissioner Cooper indicated that she is supportive of this project and would like for it to be completed in the next 5 years versus 10. Commissioners McMacken and Cooper believed that the applicant can make economic decisions that are not affected by a continuation of the extension.

Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

A recess was taken from 4:45 p.m. to 5:06 p.m.

Budget Public Hearings

Mayor Bradley opened the public hearing and read into the record the following: "The millage rate needed for fiscal year 2012 to generate the same property tax revenue for the City as in 2011, based on the Property Appraiser's certification, is 4.2065 mills. The budget proposed by the staff with amendments generally agreed to by the City Commission requires a millage of 4.0923 mills. This proposed millage of 4.0923 mills would represent a decrease in property taxes not counting new construction and the City's dedicated increment value payment to the Community Redevelopment Agency of 2.71%. In addition, a .1046 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2004 approved by the citizens of Winter Park at the June 4, 1996 bond referendum, and a .2197 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2011 approved by the citizens of Winter Park at the May 16, 2000 bond referendum."

Mayor Bradley commented that this would be a simultaneous public hearing on both ordinances. Attorney Brown read both ordinances by title.

a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .1046 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2197 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011. First Reading

Motion made by Commissioner Leary to accept the ordinance on first reading; seconded by Mayor Bradley. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, GOLF COURSE FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2011; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY. First Reading

Motion made by Commissioner Leary to accept the ordinance on first reading; seconded by Mayor Bradley.

Commissioner McMacken followed up on two items he mentioned in last week's budget work session; to possibly grant the request of the Historical Association for an additional $10,000 for their operation in the upcoming year and the reduction in the Forestry budget. He mentioned that he would feel more comfortable if they left all of the money in Forestry until the program study is completed. He was in support of taking $100,000 out of the Tree Fund to address the backlog of trees that were damaged over the years.

City Manager Knight noted that they have received a preliminary report and they are currently working through the process of having someone look at the entire Forestry operation for both the right-of-way tree trimming and the electric tree trimming to try and find ways to improve efficiencies between those two activities. Mr. Knight explained that the Forestry budget amount is the same but $100,000 is being supplemented from the Tree Preservation Fund.

Commissioner Cooper wanted the tree canopy and maintenance of the backlog of 50 trees that were damaged from the prior hurricanes addressed and supported taking $100,000 from the Tree Preservation Fund to expedite that cleanup. She also proposed an increase to the Parks/Forestry budget by an additional $100,000 to facilitate the maintenance of right-of-way trees. This increase would allow them to return to pre-hurricane service levels which would allow a tree crew of 2.5 men to operate in each of the City's four quadrants.

Motion amended by Commissioner McMacken to maintain the Forestry budget that is currently stated and to take $100,000 out of the Tree Preservation Fund and apply that toward removal of the backlog of trees that they currently have. Mayor Bradley advised that this would add $100,000 expense to the budget. City Manager Knight agreed. **The motion was seconded by Commissioner Cooper.** Mayor Bradley asked Commissioner McMacken for his suggestion on how to pay for this item. Commissioner McMacken explained that he was

very comfortable with the initial budget proposal where they agreed to give all employees a 2% raise and when they approved the extra .5% he was comfortable doing that as a one-time bonus. Since that time City Manager Knight informed him that the State would not allow the City to distribute the .5% as a bonus and suggested using part of the .5% for this item. **Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.**

Motion amended by Commissioner McMacken to stay with the 2% employee raise (versus 2.5%); seconded by Commissioner Cooper. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Motion amended by Commissioner Cooper that the FY2012 Capital Improvement Plan be amended to add two items that were previously included in the Capital Improvement Plan. 1) A line item for future parks acquisition (the amount is to be based upon 10% of the increase in the general fund balance which is City policy and the Comprehensive Plan Policy). Motion failed for lack of a second.

Motion amended by Commissioner Cooper to add the second line item in the FY2012 Capital Improvement Plan. 2) Central Park Expansion based on the procurement of the Post Office property. She explained that they have moved forward with their representatives to get a right of first refusal and given that, they need to be projecting and including in their future needs money to make that happen. Mayor Bradley asked how much money she is recommending. Commissioner Cooper explained this is for the "out year" requirement and requested that the $4.6 million be included there (other long term needs in the schedule of plans, CIP expenditures). City Manager Knight said they need to decide which year to put this in and what the dollar amount should be because they do not know what this is going to cost them. Commissioner Cooper explained she is asking this be added under the column "other long term needs and for the $6 million to be reflected as a future capital need to execute the first right of refusal that we have asked our legislators to support. **Seconded by Commissioner McMacken.** Mayor Bradley explained that we can put anything on the list for the future but if they are going to say we are committing $4-6 million of City money to do that, he is going to vote against it because we do not have a clear plan of how this will be paid for. Commissioner Cooper stated there are other projects listed in the future years and that is what she is requesting.

Motion amended by Commissioner Cooper that we add $4 million into the long term as fundraising or grants or whatever we want to put on; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Motion amended by Commissioner Cooper that the Economic Development Plan be implemented at $50,000 this year versus $150,000. Motion failed for lack of a second.

Motion amended by Commissioner Cooper that the funding for Mead Gardens be restricted to Capital Improvements to implement the seven Mead Gardens Strategic Plan priorities as was directed by the City Commission on November 22, 2010. Mayor Bradley clarified the motion as follows: to have the Mead Gardens $200,000 that is in the Capital

Improvement budget part of our budget to be only for Capital Improvement. **Motion was seconded by Commissioner McMacken for discussion. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.**

Motion amended by Commissioner Cooper that they reduce the budget for Fire and Police by dollars equaling 6% of the City's annual contribution to each pension fund to encourage pension reform in FY2012 ($180,000 to $200,000). Motion failed for lack of a second.

Commissioner Cooper explained that last year the Commission recognized the importance of controlling pension costs and set aside $1 million to aggressively pursue smoothing of our anticipated drastic increase in pensions. She addressed the Police pension payments increasing over 330% since FY2003 and the Fire pension increasing 170%. In July 2010, Foster and Foster provided the City with an analysis of possible changes to reduce our annual pension contribution and in November 2010 the City hired the best firm to provide an analysis of possible changes to reduce the City's pension obligations which we did not receive from them. She believed that by reducing the overall budget by an amount that is 6% of the City's contribution every year, it will incentivize sincere budget negotiation. She stated it is time to go to the table and work this out. Commissioner McMacken stated he did not second the motion because they just completed negotiations with a union for a two year contract and he is hesitant to go back and open that again and the time to do that is the next contract in two years. There was further discussion regarding the issue of the pensions. Commissioner Sprinkel stated she is not interested in entertaining another 6% to be paid by the employees at this time. She stated we need to wait and work with the plan in place and not try to impact employees in a negative way.

Motion amended by Commissioner McMacken to reinstate the $10,000 that the Historic Association had originally requested in the budget. Since this is an increase, Commissioner McMacken suggested using part of the proposed .5% employee raise. **The motion was seconded by Commissioner Cooper. He also spoke about wanting to put the $100,000 back into the Tree Fund.** Commissioner Leary asked if he would consider moving from the Tree Preservation Fund $200,000 over to cover that which would add an additional $100,000 to the original budget (take $100,000 out of Forestry general fund and move $200,000 out of the Tree Preservation Fund so they have the $100,000 increase). Commissioner Leary stated he also wants the 60 remaining trees to be removed and wants to figure a way to fund it and there are resources in the Tree Preservation Fund. Mayor Bradley stated the current budget proposal keeps the funds the same and takes money from the Tree Fund but also makes a statement that this needs to be done more economically then what is currently being done. **Upon a roll call vote, Mayor Bradley and Commissioner Leary voted no. Commissioners Sprinkel, Cooper and McMacken voted yes. The motion carried with a 3-2 vote.**

The amendment was amended by Mayor Bradley that to reinstate the $10,000 to the Historical Society that an additional $20,000 be raised by the Historical Society over and above 2011 fiscal year spending to receive the $10,000; seconded by Commissioner Leary. Commissioner Cooper disagreed because of the difficult economy with having to raise funds. The Historical Association President was present and commented from the audience regarding their fundraising. City Manager Knight advised that the City is already committed to

funding $60,000 to the Historical Society. **Upon a roll call vote, Mayor Bradley and Commissioner Leary voted yes. Commissioners Sprinkel, Cooper and McMacken voted no. The motion failed with a 3-2 vote.**

Motion amended by Commissioner Sprinkel on the amendment on the funding for Mead Gardens and that the $200,000 be provided for not just in that fund; that 50% of it stay in capital and 50% of it be used for operations; seconded by Mayor Bradley. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

Nancy Shutts, 2010 Brandywine Drive, spoke about the Forestry Division services and the Fleet Peeples Park portion of the budget. She questioned the $85,000 for the dog park and said she has no problem with the ADA accessibility. She stated that at least $40,000 of the $165,000 for the bathroom at Fleet Peeples is for the dog park/dog wash filtration amenities and that resident tax dollars are paying for at least half of the project.

Joe Terranova, 700 Melrose Avenue, said he approves that the Commission has not raised the millage rate. He noted that City Manager Knight has met the goals of the Commission and the Charter by providing a balanced budget and commended staff for doing an outstanding job.

Tom Shutts, 2010 Brandywine Drive, shared his concerns about the City employees that remain on the defined benefit programs from a retirement standpoint. He asked if the City has a goal as to when they can move all City employees to a defined contribution plan and/or health care if that is part of the plan. City Manager Knight explained that health care is not part of the defined benefit pension plan. He noted that there is no policy or goal set by the Commission to move towards a defined contribution plan for the Police and Fire. The Commission has directed him to look at what it would cost and that is currently being done.

Upon a roll call vote on the overall budget as amended (that an $10,000 for the Historical Association be added; and that the funding for Mead Gardens be restricted to Capital Improvements to implement the seven Mead Gardens Strategic Plan priorities as was directed by the City Commission on November 22, 2010; and that the $200,000 not be used just in that fund; that 50% of it stays in capital improvements and 50% is to be used for general operations); Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote. additional 10,000 for the Historical Association.

Public Comments:

Joe Terranova, 700 Melrose Avenue, urged the Commission to aggressively continue to pursue right of first refusal for the post office property. He addressed the need to work closely with the Foundation for a right of first refusal for the 40 acres preserved at Windsong in case that land ever becomes available. Commissioner Cooper requested that a copy of the developer's agreement on Windsong be provided to the Commissioners. City Manager Knight acknowledged.

Public Hearings

a. Request of the City of Winter Park:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN", CAPITAL IMPROVEMENT ELEMENT TO ADOPT THE REVISED FIVE YEAR CAPITAL IMPROVEMENT PLAN WITHIN THE DATA, INVENTORY AND ANALYSIS COMPONENT OF THE COMPREHENSIVE PLAN AND TO UPDATE AND TO REFLECT CURRENT PUBLIC SCHOOL FACILITY AND CAPACITY PLANS, PURSUANT TO THE REQUIREMENTS OF CHAPTER 163, FLORIDA STATUTES AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Motion made by Commissioner Leary to accept the ordinance on first reading; seconded by Commissioner Sprinkel.

Commissioner Cooper referenced page 70 "Drainage & Aquifer Recharge" and requested that they do not delete the policy on the use of the stormwater utility fee.

Planning Director Jeff Briggs explained that it was mis-named and there never was a policy but that it was an annual budget goal bearing percentages. He said they cannot have a specific number in the Comprehensive Plan because every year they have to set a goal for what the division or percentage is between operating and capital and what amount comes out of stormwater fees.

Motion amended by Commissioner Cooper (referencing page 70, "Drainage & Aquifer Recharge"), to not delete the statement in its entirety but instead only delete the $40,000 and the statement of $822,000 annually; and that instead of putting a percentage in the Comprehensive Plan that the percentage go in the administrative policy which requires no formal action by the City Commission; seconded by Commissioner McMacken.
Commissioner Cooper then referenced page 72, "Transportation Projects not in the TIP". She asked to delete the last sentence of the introductory paragraph where it reads "committing local funding" because she believed it was an administrative oversight. Mr. Briggs agreed and explained that the last sentence should be deleted and the correction will be made by staff prior to the second reading.

Commissioner Cooper referenced page 73, Lee Road extension. She suggested deleting the paragraph supporting the Lee Road extension coming across 17/92, past VoTech and intersecting with Denning. She explained that this brings the 17/92/Lee Road environment closer to single family neighborhoods and encourages more cut through traffic onto Palmer. She did not believe that this road project has the support of the community. **Motion amended by Commissioner Cooper that this paragraph relative to the Lee Road extension be removed from the Comprehensive Plan.** Commissioner McMacken said the Lee Road extension has been listed for a number of years and he is not comfortable removing it from the list. Mr. Briggs explained the reason that the four projects are listed including the Lee Road extension is because they are on the State of Florida list for future funding so it should not be deleted. **Motion was withdrawn.**

Commissioner Cooper requested to add a statement in the introductory paragraph on page 65 noting that the "Infrastructure Capacity Availability Repot will be presented to the Commission annually prior to CIP budget preparation." She explained that they have a requirement in the land use code that requires the City to report concurrency annually. Mr. Briggs explained that every prior year he has updated this report when they update the Comprehensive Plan and now they will have to do it in a separate document every year to coincide with the budget. Mr. Briggs said this is something that they need to do since it is part of the code requirements. **Motion amended by Commissioner Cooper that a statement be added to the introduction, that level of service capacity would be reported annually to the City Commission prior to the Capital Improvement budget preparation; seconded by Commissioner McMacken.**

Mayor Bradley felt that these amendments are unnecessary and that the Comprehensive Plan can be purified and the work of the Commission will work equally well without these statements, thus he will be voting against the amendments.

Upon a roll call vote on the amendment (that a statement be added to the introduction, that level of service capacity would be reported annually to the City Commission prior to the Capital Improvement budget preparation); Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the amendment (referencing page 70, "Drainage & Aquifer Recharge"), to not delete the statement in its entirety but instead only delete the $40,000 and the statement of $822,000 annually; and that instead of putting a percentage in the Comprehensive Plan that the percentage go in the administrative policy which requires no formal action by the City Commission); Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the main ordinance as presented; Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ELIMINATE THE TWICE A YEAR LIMITATION ON AMENDMENTS TO THE COMPREHENSIVE PLAN, SUBSTITUTING FOR THE CURRENT AMENDMENT PROCEDURES, PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Motion made by Mayor Bradley to accept the ordinance on first reading; seconded by Commissioner Sprinkel. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

c. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 1680 MAGNOLIA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Commissioner McMacken asked for clarity. Assistant Public Works Director Don Marcotte explained that this is a right-of-way on Phelps Avenue that was never built. Originally it was a road right-of-way and it was abandoned so it became two 30' utility easements on either property. The eastern portion has been vacated and they kept a 10' utility easement to feed a light pole.

Commissioner Cooper asked about the criteria for the abandonment of right-of-ways. Mayor Bradley advised that this is abandonment of an easement and not a right-of-way. Commissioner Cooper suggested that they come up with some criteria for future situations.

Motion made by Commissioner McMacken to accept the ordinance on first reading; seconded by Commissioner Sprinkel. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

d. Requests of the City of Winter Park:

ORDINANCE NO. 2849-11: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO AMEND WITHIN THE MULTI-FAMILY ZONING DISTRICTS AND ALL THE NON-RESIDENTIAL ZONING DISTRICTS OF THE CITY, THE STANDARDS FOR SIGNIFICANT CHANGES REQUIRING CONDITIONAL USE APPROVAL ON BUILDINGS OVER 10,000 SQUARE FEET, THE STANDARDS FOR SIGNIFICANT CHANGES TO CONDITIONAL USE APPROVALS AND OTHER ZONING APPROVALS AND THE STANDARDS FOR BUILDING APPROVALS IN THE HANNIBAL SQUARE NEIGHBORHOOD COMMERCIAL DISTRICT, PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

Motion made by Motion made by Mayor Bradley to adopt the ordinance; seconded by Commissioner Leary.

Commissioner Cooper referenced Section 58-89, Item 3c: "When there is an increase in the impervious lot coverage of more than 1,000 square feet; or". She had no objections to this change at this time but asked if the Planning Department could consider in the future when revising the codes to set a threshold based on a percentage of the overall buildable lot as opposed to a fixed finite number because it is very different depending on the lot size.

No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

ORDINANCE NO. 2850-11: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" TO AMEND SECTION 58-87 "LAKEFRONT LOTS, CANALFRONT LOTS, STREAMFRONT LOTS, BOATHOUSES AND DOCKS" TO REVISE THE APPROVAL PROCEDURES FOR THE

APPROVAL OF BUILDING PROJECTS ON SUCH WATERFRONT LOTS, PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

Motion made by Motion made by Mayor Bradley to adopt the ordinance; seconded by Commissioner Leary. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

e. ORDINANCE NO. 2851-11: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF A SERIES OF REFUNDING BONDS FOR THE PURPOSE OF REFUNDING A PORTION OF THE OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2002 OF THE CITY; PROVIDING FOR THE PAYMENT OF SUCH REFUNDING BONDS FROM NET REVENUES OF THE WATER AND SEWER SYSTEM OF THE CITY; AND PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

Motion made by Mayor Bradley to adopt the ordinance; seconded by Commissioner McMacken. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

f. RESOLUTION NO. 2092-11: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING ORDINANCE NO. 2851-11 OF THE CITY WHICH AUTHORIZED THE REFUNDING OF A PORTION OF THE OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2002, OF THE CITY, AND PROVIDED FOR THE ISSUANCE OF NOT EXCEEDING $17,500,000 WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 2011, OF THE CITY, AND PROVIDED FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE SYSTEM; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING A COMPETITIVE SALE OF SAID BONDS AND APPROVING THE FORM OF THE OFFICIAL NOTICE OF SALE AND SUMMARY NOTICE OF SALE PERTAINING TO SUCH BONDS; MAKING CERTAIN PROVISIONS AND DELEGATING CERTAIN RESPONSIBILITIES WITH RESPECT TO THE NOTICE, BIDDING AND SALE OF THE BONDS; APPROVING THE FORM OF THE PRELIMINARY OFFICIAL STATEMENT AND CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT AND CONTINUING DISCLOSURE CERTIFICATE; APPOINTING A PAYING AGENT, BOND REGISTRAR AND ESCROW AGENT; APPROVING THE FORM OF A PAYING AGENT AND BOND REGISTRAR AGREEMENT AND AN ESCROW DEPOSIT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Attorney Brown read the resolution by title.

Motion made by Mayor Bradley to adopt the resolution; seconded by Commissioner McMacken. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

A recess was taken from 6:37 p.m. to 6:50 p.m.

g. AN ORDINANCE OF THE CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA, ANNEXING APPROXIMATELY 54 ACRES OF REAL PROPERTY GENERALLY LOCATED IN THAT AREA BORDERED BY LEE ROAD TO THE SOUTH AND ORLANDO AVENUE (US 17-92) TO THE EAST; PROVIDING FOR THE AMENDMENT OF THE CITY OF WINTER PARK'S CHARTER, ARTICLE I, SECTION 1.02, CORPORATE BOUNDARIES TO PROVIDE FOR THE INCORPORATION OF THE REAL PROPERTY ANNEXED HEREBY INTO THE MUNICIPAL BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. First Reading

Mayor Bradley stated that he is concerned with taking action on first reading due to a recent letter received by Orange County dated September 9, 2011 regarding the annexation (see attached). Mr. Briggs explained that they need to perfect some of the technical flaws but they can go ahead with the first reading but later on they will need to re-do the first reading.

Attorney Brown clarified and stated that this is a very complicated annexation and the procedure that is to be followed requires that a certain type of report be transmitted to the County. Mr. Briggs complied with the statutes; however, Orange County objects to the proposed annexation due to the lack of appropriate notification, the insufficient annexation report and the creation of enclaves. Attorney Brown said this is not a legal issue but rather a policy and business issue. He said the developer is looking for some sort of action so they can get the project started so if the Commission would like to speak about the matter tonight they could treat it as a discussion item. Attorney Brown also agreed that the first reading would have to come again at a later date once the technical flaws have been addressed.

Mayor Bradley stated that he is in support of the project and wants to see it go forward but expressed concerns with taking action tonight and then taking action again at another time. He did not know what the risks were associated with doing that.

Attorney Brown said there would be no problem with conducting a first reading again but it is an unnecessary step. He clarified that there is no legal risk in doing that and they could take a first reading repeatedly.

Mayor Bradley requested a 5 minute recess so that Attorney Brown, City Manager Knight and the developer Mr. Bellows could discuss an appropriate way to handle this item. A recess was taken from 6:55 p.m. to 7:01 p.m.

Attorney Brown advised that the developer Mr. Bellows would be satisfied if this ordinance is put back on the October 10 agenda for first reading which would allow staff ample opportunity to comply with the statutory 15 day notice requirement and in the interim staff will continue to work with the developer.

Motion by Mayor Bradley to place this item on the agenda for October 10, 2011; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

a. Commissioner Leary

Commissioner Leary attended two ribbon cuttings this weekend; the Meat House which is a new locally owned butcher shop on North Orange Avenue and Venture Photography in the Hannibal Square area. He said it was great to see many local residents at both events.

b. Commissioner Sprinkel

Commissioner Sprinkel attended the ribbon cutting ceremony for Venture Photography and mentioned that she has already placed an order with The Meat Market. She also noted that she attended the Park Avenue Association meeting last week and is very impressed with their organization.

Commissioner Sprinkel said she is looking forward to hosting her Coffee Talk this coming Thursday and welcomed all to attend.

c. Commissioner Cooper

Commissioner Cooper mentioned that on September 20 the second half of the Winter Park Downtown Historic District is coming before the review board in Tallahassee. She encouraged the residents to send a letter of support to the Historic Preservation office in Tallahassee.

d. Commissioner McMacken

Commissioner McMacken mentioned the landscaping renovations being done at the post office and asked if the post office initiated it. Parks and Recreation Director John Holland stated he understood that they have an anonymous donor.

e. Mayor Bradley

Mayor Bradley stated he had the privilege of attending several events for the 911 remembrance ceremonies. He commented that the service that was evident that day is seen in our City every time that 911 is called and he is proud of our public servants for their valiant efforts.

The meeting adjourned at 7:02 p.m.

_____
Mayor Kenneth W. Bradley

ATTEST:

_____
City Clerk Cynthia S. Bonham

city commission agenda item

item type	Consent Agenda	meeting date	September 26, 2011
prepared by department division	Purchasing Division	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Contracts

	vendor	item | background	fiscal impact	motion | recommendation
1.	Aetna	Contract Renewal for RFP-6-2007 Medical Insurance	Total of $5.4 million has been included in FY12 budget	Commission approve contract renewal with Aetna for RFP-6-2007 Medical Insurance and authorize the Mayor to execute the Renewal Package document
	The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded in March 2007 for a period of three (3) years with renewal options. The renewal is for plan year October 1, 2011 through September 30, 2012.			
2.	Burford's Tree, Inc.	Agreement for Temporary Extension for Tree Trimming of Electric Utility Lines (RFP-9-2007)	Total expenditure is included in FY12 budget. Amount: $80,000	Commission approve Temporary Extension of Tree Trimming of Electric Utility Lines with Burford's Tree, Inc. through November 30, 2011 and authorize the Mayor to execute the Agreement for Temporary Extension
	The City of Winter Park utilized a competitive bidding process to award this contract. This extension will allow time for completion of a management review for reorganization of Forestry and Electric tree trimming operations.			
3.	Heart Utilities, Inc.	Agreement for Temporary Extension for Underground Electrical Construction Services (IFB-1-2008)	Total expenditure is included in FY12 budget. Amount: $200,000-$250,000	Commission approve Temporary Extension of Underground Electrical Construction Services with Heart Utilities, Inc. through December 31, 2011 and authorize the Mayor to execute the Agreement for Temporary Extension
	The City of Winter Park utilized a competitive bidding process to award this contract. This temporary extension will allow for completion of the Temple project. Staff intends to issue a new bid for future projects and service requirements.			

city commission agenda item

item type	Consent Agenda	meeting date	September 26, 2011
prepared by department division	David Zusi Water & Wastewater Administration	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Water Main Easement 701 S. Orlando Ave. , Oakley Corporation Hollieanna Shopping Center(Publix)

motion | recommendation

Approve Easement

background

Remodeling and construction at the Hollieanna Shopping Center (Publix) required additional fire flow demand. The existing 4" water main did not supply enough water pressure to the retail space. The 4" inch water main was upgraded by the site contractor to an 8" water main in between the Oakley Corporation (Hollieanna Shopping Center) and the Winter Park Business Center. A 15' water main easement is being granted to The City. The easement will allow the City to maintain and repair the water main on private property. The City agrees to restore all improvements that are damaged due to future maintenance or replacement of the water main in the easement. A 15' easement is also being granted on the north side of the property for the water meters near the north west side of the property.

alternatives | other considerations

None

fiscal impact

None

long-term impact

None

strategic objective

None

This instrument prepared by, and after recording return to:

JOHN R. SIMPSON, JR., ESQUIRE
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Post Office Box 3208
Winter Park, Florida 32790
File No.: 4009-11

(Space Above Reserved for Clerk of Court)

SANITARY SEWER AND WATER MAIN EASEMENT

THIS SANITARY SEWER AND WATER MAIN EASEMENT (hereinafter the "Easement"), made and executed as of this 28th day of July, 2011 by and between THE OAKLEY CORPORATION, an Indiana corporation, whose address is 8 South 16th Street, Terre Haute, Indiana 47807 (hereinafter the "Grantor"), and the CITY OF WINTER PARK, a Florida municipal corporation, of 401 Park Avenue South, Winter Park, Florida 32789 (hereinafter the "Grantee").

W I T N E S S E T H:

That the Grantor, for and in consideration of the mutual benefits, covenants and conditions herein contained, and in consideration of the sum of Ten and No/100 Dollars ($10.00) paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant unto the Grantee and its successors and assigns a perpetual, non-exclusive sanitary sewer and potable water easement for purposes of providing sanitary sewer and potable water services.

The area of Grantor's property which is subject to this Easement is located within Orange County, Florida, to-wit:

SEE EXHIBIT "A" attached hereto and made a part hereof (hereinafter the "Easement Area")

Grantee shall have the full authority of reasonable ingress and egress across Grantor's property for purposes of using the Easement Area for water and sewer purposes, and shall have the right, as Grantee may deem necessary, to install, construct, locate, repair, operate, maintain, inspect, or replace water and sewer pipes, mains, manholes, meters, lines, laterals, tees, joints, and related appurtenances ("Utility Facilities") upon and below the Easement Area. Said rights shall include all rights and privileges that are customarily necessary or convenient for Grantee's safe and efficient operation, maintenance and/or repair of the Utility Facilities.

Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above-described Easement Area is located; (b) that Grantor has full right and lawful authority to grant and convey this Easement to Grantee; (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement; and (d) that Grantor shall not interfere with the Utility Facilities that are installed within the Easement Area by Grantee.

Grantee agrees to restore all improvements and landscaping (including sod, shrubbery and plantings), on any part of the surface of the Easement Area that is damaged due to installation, construction, operation, maintenance, inspection or replacement of the Utility Facilities.

All construction and maintenance activities performed by or on behalf of Grantee shall be performed in a good and workmanlike manner, at no cost to Grantor, free of all liens and in accordance with all applicable governmental requirements. To the extent reasonably practicable, all equipment and facilities in the Easement Area shall be installed underground and shall be maintained in a safe, neat and orderly condition.

Grantor hereby reserves the right to utilize the Easement Area for any purpose which the Grantor may desire, including, but not limited to, paving and constructing improvements within the Easement Area; provided, however, that the same shall not unreasonably interfere with the Grantee's exercise of the easement rights herein granted.

To the extent of the monetary limits allowable by law and to the extent of the Grantee's insurance coverage, which Grantee shall maintain in commercially reasonable amounts, and without waiving Grantee's sovereign immunity, Grantee hereby covenants and agrees to indemnify the Grantor and hold it harmless from any and all claims for personal injuries, death, property damage, and any other liabilities, including, but not limited to, reasonable attorneys' fees, which arise out of the Grantee's exercise of its rights under this Easement, except such liabilities as may result from the willful or negligent acts of the Grantor or its agents, contractors or employees.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

This easement shall be governed by the laws of Florida. Nothing herein shall be construed as a waiver of the Grantee's right to sovereign immunity under Florida law.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE OAKLEY CORPORATION, an Indiana corporation

By: _____
Jeffrey J. Perry, President

_____
Witness

Jennifer Perry
Print Name

_____
Witness

RICHARD J. SHAGLEY JR
Print Name

STATE OF INDIANA
COUNTY OF Vigo

The foregoing instrument was acknowledged before me this 28 day of July, 2011, by Jeffrey J. Perry, as President of The Oakley Corporation, an Indiana corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

_____
(Signature of Notary Public)

Julie P. Heck
(Typed name of Notary Public)
Notary Public, State of Indiana
Commission No. 585658
My commission expires: 4-18-16

Signed, sealed and delivered
in the presence of:

CITY OF WINTER PARK, a Florida municipal corporation

_____

_____
Witness

Printed Name: _____
Title: _____

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, as _____ of the City of Winter Park, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced _____ as identification.

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No._____
My commission expires:_____

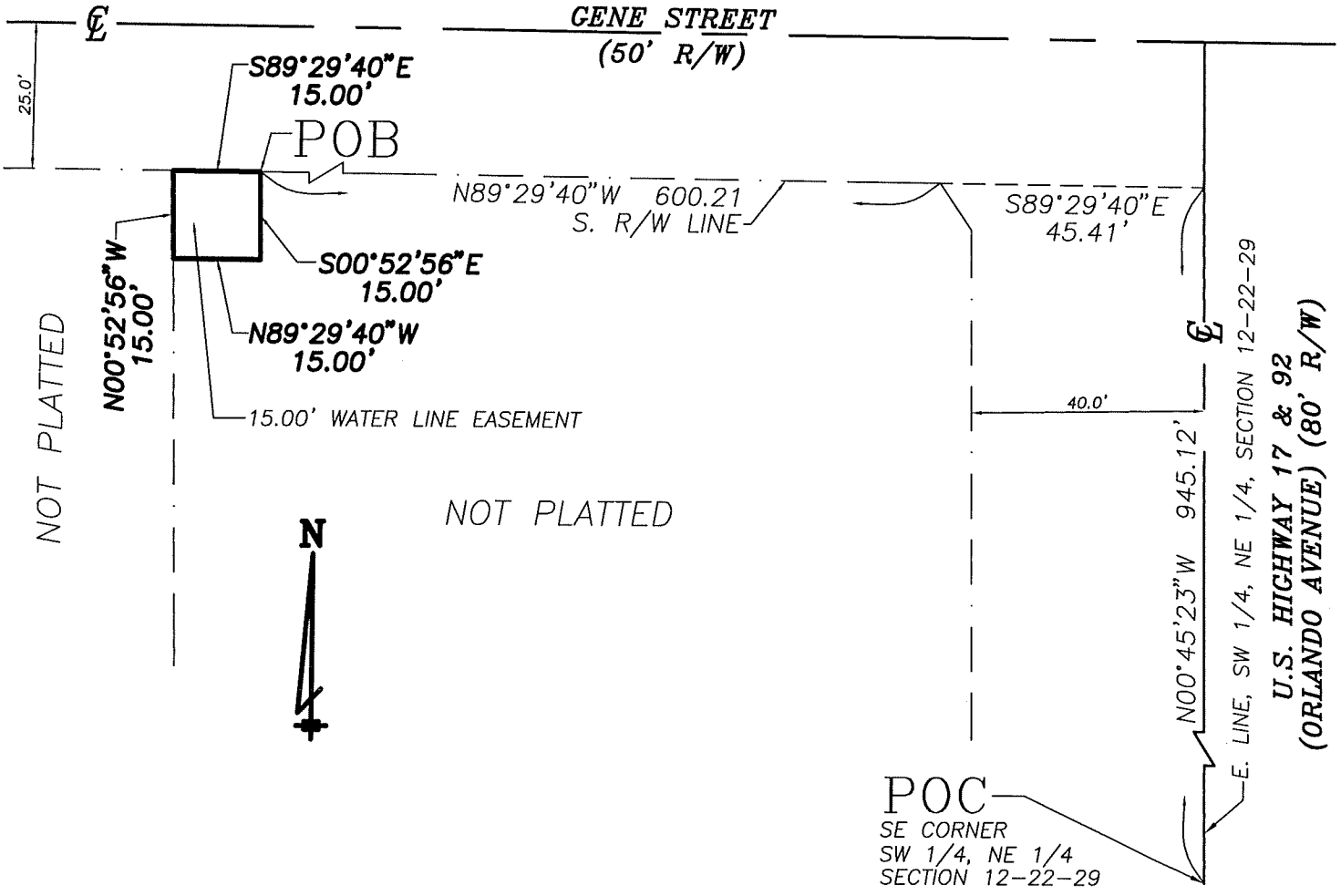
SKETCH OF DESCRIPTION

EXHIBIT "A"

15.00 FOOT WIDE WATER LINE EASEMENT:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE N00°45'23"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 A DISTANCE OF 945.12 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF GENE STREET; THENCE N89°29'40"W ALONG THE EASTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 45.41 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF GENE STREET; THENCE CONTINUE N89°29'40"W ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 600.21 FEET FOR A POINT OF BEGINNING; THENCE S00°52'56"W A DISTANCE OF 15.00 FEET; THENCE N89°29'40"W A DISTANCE OF 15.00 FEET; THENCE N00°52'56"W A DISTANCE OF 15.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE S89°29'40"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 225 SQUARE FEET.



THIS SKETCH IS NOT A BOUNDARY SURVEY.

JOB #31975		
CF# 12-22-29PARCEL18SOD		
DATE: 6-15-11	PREPARED FOR: OAKLEY CORPORATION	REVISIONS:
SCALE: 1" = 30'	BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED EAST LINE, SW1/4, NW1/4, SECTION 12-22-29, BEING: N00°45'23"W.	
DRAWN BY: SAH		

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JAMES D. BRAY PSM 6507

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

ACCURIGHT SURVEYS
of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

℄	– CENTERLINE	CBW	– CONCRETE BLOCK WALL
CALC	– CALCULATED	CM	– CONCRETE MONUMENT
CLF	– CHAIN LINK FENCE	COVD	– COVERED
CONC	– CONCRETE	CW	– CONCRETE WALKWAY
CP	– CONCRETE PAD	DE	– DRAINAGE EASEMENT
Δ	– CENTRAL ANGLE	DW	– DRIVEWAY
DB	– DEED BOOK	ESMT	– EASEMENT
E/P	– EDGE OF PAVEMENT	FFE	– FINISHED FLOOR ELEVATION
FND	– FOUND	IP	– IRON PIPE
IR	– IRON ROD	MEAS	– MEASURED
L	– ARC LENGTH	N&D	– NAIL & DISK
MS	– METAL SHED	ORB	– OFFICIAL RECORDS BOOK
PG	– PAGE	PB	– PLAT BOOK
PC	– POINT OF CURVATURE	P&M	– PLAT & MEASURED
POB	– POINT OF BEGINNING	POC	– POINT OF COMMENCEMENT
R	– RADIUS	R/W	– RIGHT OF WAY
TYP	– TYPICAL	UB	– UTILITY BOX
UE	– UTILITY EASEMENT	WF	– WOOD FENCE

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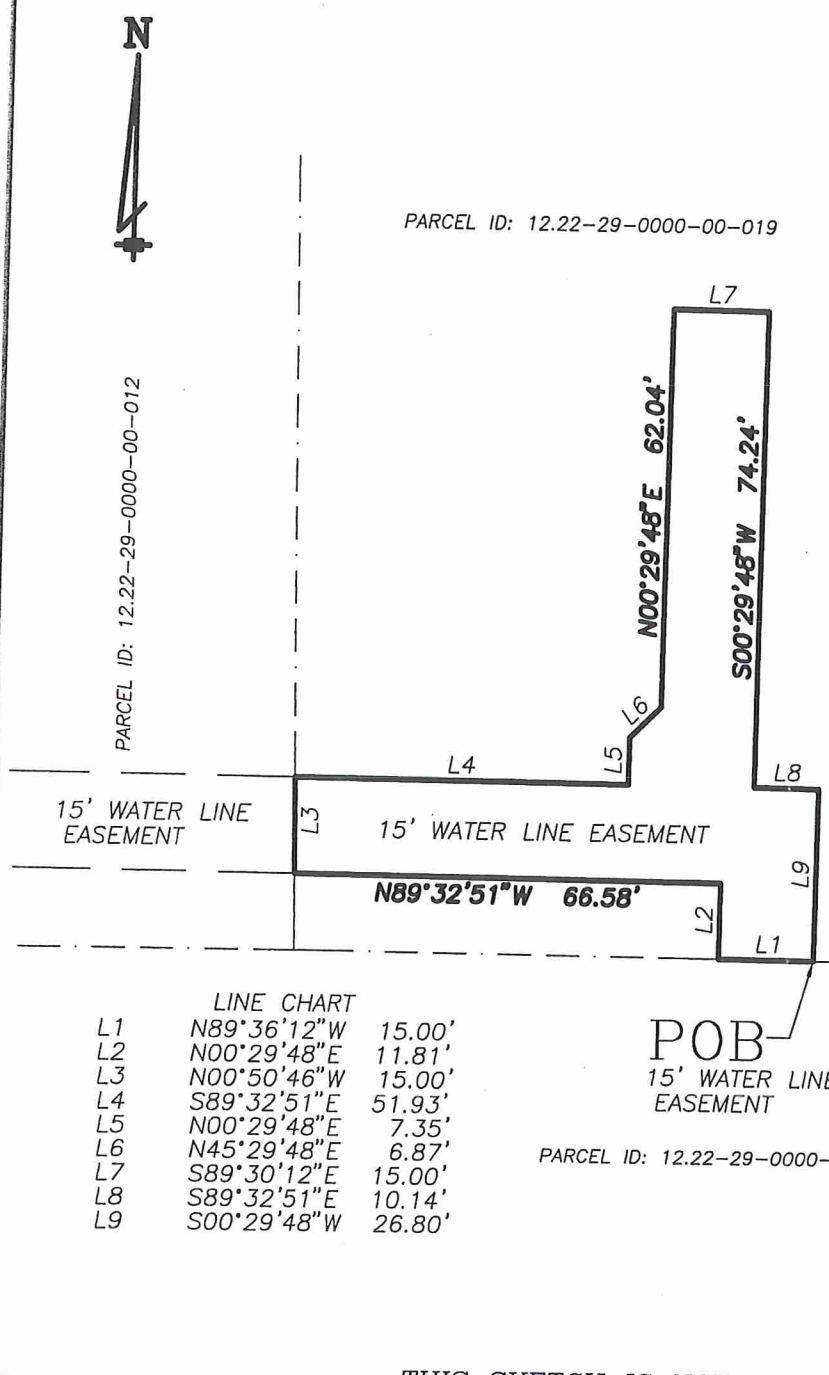
SKETCH OF DESCRIPTION

EXHIBIT "A"



DESCRIPTION

15.00 FOOT WIDE WATER LINE EASEMENT:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE N00°45'23"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 A DISTANCE OF 452.03 FEET; THENCE N89°36'12"W A DISTANCE OF 468.58 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°36'12"W A DISTANCE OF 15.00 FEET; THENCE N00°29'48"E A DISTANCE OF 11.81 FEET; THENCE N89°32'51"W A DISTANCE OF 66.58 FEET; THENCE N00°50'46"W A DISTANCE OF 15.00 FEET; THENCE S89°32'51"E A DISTANCE OF 51.93 FEET; THENCE N00°29'48"E A DISTANCE OF 7.35 FEET; THENCE N45°29'48"E A DISTANCE OF 6.87 FEET; THENCE N00°29'48"E A DISTANCE OF 62.04 FEET; THENCE S89°30'12"E A DISTANCE OF 15.00 FEET; THENCE S00°29'48"W A DISTANCE OF 74.24 FEET; THENCE S89°32'51"E A DISTANCE OF 10.14 FEET; THENCE S00°29'48"W A DISTANCE OF 26.80 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2564 SQUARE FEET OR 0.0589 ACRES MORE OR LESS..

PARCEL ID: 12.22-29-0000-00-019

LINE CHART

L1	N89°36'12"W	15.00'
L2	N00°29'48"E	11.81'
L3	N00°50'46"W	15.00'
L4	S89°32'51"E	51.93'
L5	N00°29'48"E	7.35'
L6	N45°29'48"E	6.87'
L7	S89°30'12"E	15.00'
L8	S89°32'51"E	10.14'
L9	S00°29'48"W	26.80'

THIS SKETCH IS NOT A BOUNDARY SURVEY.

JOB #31975		
CF# 12-22-29PARCEL18SOD	PREPARED FOR: OAKLEY CORPORATION	REVISIONS:
DATE: 6-15-11		
SCALE: 1" = 30'	BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED EAST LINE, SW1/4, NW1/4, SECTION 12-22-29, BEING: N00°45'23"W.	
DRAWN BY: GLT		

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JAMES D. BRAY PSM 6507

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

ACCURIGHT SURVEYS
of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

℄	– CENTERLINE	CBW	– CONCRETE BLOCK WALL
CALC	– CALCULATED	CM	– CONCRETE MONUMENT
CLF	– CHAIN LINK FENCE	COVD	– COVERED
CONC	– CONCRETE	CW	– CONCRETE WALKWAY
CP	– CONCRETE PAD	DE	– DRAINAGE EASEMENT
Δ	– CENTRAL ANGLE	DW	– DRIVEWAY
DB	– DEED BOOK	ESMT	– EASEMENT
E/P	– EDGE OF PAVEMENT	FFE	– FINISHED FLOOR ELEVATION
FND	– FOUND	IP	– IRON PIPE
IR	– IRON ROD	MEAS	– MEASURED
L	– ARC LENGTH	N&D	– NAIL & DISK
MS	– METAL SHED	ORB	– OFFICIAL RECORDS BOOK
PG	– PAGE	PB	– PLAT BOOK
PC	– POINT OF CURVATURE	P&M	– PLAT & MEASURED
POB	– POINT OF BEGINNING	POC	– POINT OF COMMENCEMENT
R	– RADIUS	R/W	– RIGHT OF WAY
TYP	– TYPICAL	UB	– UTILITY BOX
UE	– UTILITY EASEMENT	WF	– WOOD FENCE

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city commission agenda item

item type	Consent Agenda	meeting date	September 26, 2011
prepared by department division	Lindsey Hayes Planning Department	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval	☐ yes ☐ no ■ N|A		final vote

subject

City Commission approval is requested for the first amendment to the Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency

background

School concurrency was signed into law on June 24, 2005 and the State Legislature required a public school facilities element (PSFE) in local comprehensive plans to address concurrency, and inclusion of public school facilities in local Capital Improvement elements (CIE). In addition and the city was required to sign an Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency (ILA) in 2008. The Orange County School Board and all local governments signed the same ILA.

The Orange County School Board and the Florida Department of Education have required some 'housekeeping' type definition amendments and amending text relating to K-8 schools eliminating separate treatment of that school type. Sections of the 2008 ILA that relate to K-8 schools are being revised accordingly. In addition, there are Level of Service (LOS) and School Concurrency Service Area (CSA) modifications in response to the changes to K-8 schools. A new map series is included in the Appendix that is consistent with the LOS and CSA changes.

Winter Park school zones do not include any K-8 schools and the changes do not affect regular student assignments or new development within Winter Park.

amendments

The ILA has been amended with new definitions of "Development Impact", "In-Slot Classrooms", and "School Type" as follows:

2008 ILA Definition	New 2011 ILA Definition
Development Impact: projected students from a Residential Development as a result of approval of a Development Application or School Concurrency Determination Application calculated by multiplying the proposed number a dwelling units by the student generation rates by School Type as set forth in Table 12 of the Data, Inventory, and Analysis to the county's adopted Public Schools Facilities Element.	Development Impact: projected students from a Residential Development as a result of approval of a Development Application or School Concurrency Determination Application, calculated by multiplying the proposed number of dwelling units by the student generation rates by School Type as set forth in the most recent School Impact Fee Study, as may be updated from time to time. *(This definition change was recommended by the Department of Education.)*
In-Slot Classrooms: relocatable classrooms that conceptually 'slide' into the spaces along a common walkway, as part of a modular campus which is characterized by a campus with brick and mortar core facilities and covered concrete walkways leading to the relocatable classrooms, and which are located at the following elementary schools: Clay Springs, Cypress Springs, Frangus, Hidden Oaks, Hunter's Creek, John Young, Little River, Meadow Woods, MetroWest, Palm Lake, Rock Springs, Shingle Creek, Ventura, Waterbridge and Waterford, and also including the Arbor Ridge K-8 center.	In-Slot Classrooms: relocatable classrooms that conceptually 'slide' into the spaces along a common walkway, as part of a modular campus which is characterized by a campus with brick and mortar core facilities and covered concrete walkways leading to the relocatable classrooms, and which are located at the following elementary schools: Clay Springs, Cypress Springs, Frangus, Hidden Oaks, Hunter's Creek, John Young, Little River, Meadow Woods, MetroWest, Palm Lake, Rock Springs, Shingle Creek, Ventura, Waterbridge, Waterford, and Arbor Ridge.
School Type: a category of school based on instruction level, whether elementary school grades, middle school grades, or high school grades; ninth grade centers school shall be included with high schools and K-8 centers shall be included with elementary schools.	School Type: a category of school based on instruction level, whether elementary school grades, middle school grades, or high school grades; ninth-grade centers shall be included with high schools. Arbor Ridge K-8 and Windy Ridge K-8 shall be included with elementary schools; grades Kindergarten through 5 of Blanker K-8 shall be included in elementary schools and grades 6-8 of Blankner K-8 shall be included with middle schools.

The Level of Service (LOS) Standards section 13 has been amended with changes regarding removing separate Standards for all K-8 schools. This does not impact regular Winter Park student assignments.

2008 ILA Level of Service	Adjusted 2011 Levels of Service
Elementary schools: 110% of Adjusted FISH Capacity for each Elementary School Concurrency Service Area.	Elementary schools: 110% of Adjusted FISH Capacity for each Elementary School Concurrency Service Area. The Elementary school LOS shall also include Arbor Ridge K-8, Windy Ridge K-8 and grades Kindergarten through 5 of Blankner K-8.

K-8 Centers: 110% of Adjusted FISH Capacity for each K-8 attendance zone.	*Removed. See preceding and following text*
Middle schools: 110% of Adjusted FISH Capacity for each middle School Concurrency Service Area	Middle schools: 100% of Adjusted FISH Capacity for each Middle School Concurrency Service Area. The Middle school LOS shall also include grades 6-8 of Blankner K-8.
High schools, including ninth grade centers: 100% of Adjusted FISH Capacity for each High School Concurrency Service Area.	High schools, including ninth grade centers: 100% of Adjusted FISH Capacity for each High School Concurrency Service Area.

The Long Term Concurrency Management System section is amended as follows and the new Appendix D maps are attached to the amended ILA:

Section 13.2 Long Term Management System.

(a) The School Board, the County and the Municipalities agree to maintain long term concurrency managements systems as provided in section 163.3180(9)(a), Florida Statutes. The parties acknowledge that, initially, within the School Concurrency Services Areas identified in Appendix ~~E~~ D there is a backlog of need for school facilities such that the School Board cannot within five (5) years achieve the adopted Level of Service Standards. Within such areas (the "Long-Term Concurrency Areas"), interim Level of Service standards shall be implemented, as identified in Appendix ~~E~~ D.

The School Concurrency Service Area Section 14 of the ILA is amended to refer to updated Appendix maps A (elementary schools), B (middle schools) and C (high schools) as attached.

All the updated maps in the Appendices A – D reflect the text changes regarding K-8 centers.

The table below shows the status of the ILA adoption in Orange County as of August 20, 2010.

Municipality	Adoption Date
Apopka	Not yet scheduled
Eatonville	Consultant is working on it. They never signed the original agreement.
Maitland	Scheduled September 27, 2010
Oakland	Signed May 25, 2010
Ocoee	Signed August 17, 2010
Orange	Signed May 10, 2010
Orlando	Signed July 12, 2010
Windermere	
Winter Garden	Signed June 24, 2010

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND IMPLEMENTATION OF CONCURRENCY

This **FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND IMPLEMENTATION OF CONCURRENCY** (the "Agreement") is entered into among the **SCHOOL BOARD OF ORANGE COUNTY** (hereinafter referred to as "School Board"), **ORANGE COUNTY** (hereinafter referred to as "County"), and the following cities and towns: **CITY OF APOPKA**, **CITY OF BELLE ISLE**, **TOWN OF EATONVILLE**, **CITY OF EDGEWOOD**, **CITY OF MAITLAND**, **TOWN OF OAKLAND**, **CITY OF OCOEE**, **CITY OF ORLANDO**, **TOWN OF WINDERMERE**, **CITY OF WINTER GARDEN**, and **CITY OF WINTER PARK** (collectively, "Municipalities") (together with the County, hereinafter sometimes referred to jointly as "Local Governments").

R E C I T A L S

WHEREAS, the School Board, County, and Municipalities recognize their respective obligations and responsibilities for the education, nurture and general well-being of the children within their communities; and

WHEREAS, the School Board, County, and Municipalities recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their land development programs with the School Board's facilities planning process: namely (1) better coordination of the establishment of new schools in time and place with Residential Development, (2) greater efficiency for the School Board and Local Governments by locating schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Local Governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures on schools that result from urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, sections 1013.33 and 163.31777, Florida Statutes, require the coordination of planning between School Board and the Local Governments to ensure that plans for construction and opening of schools are facilitated and coordinated in time and place with plans for Residential Development, concurrently with other necessary services. Such planning requires, in part and without limitation, that the location of schools must be consistent with the Comprehensive Plan and implementing Land Development Regulations of the Applicable Local Government; and

WHEREAS, sections 163.31777(1)(a) and 1013.33(2)(a), Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the School Board to jointly establish the specific ways in which the plans and processes of the School Board and the local governments are to be coordinated; and

WHEREAS, local governments must review proposed amendments to an adopted future land use element for availability of necessary facilities and services so that proposed Comprehensive Plan amendments will maintain consistency with the requirements of section 163.3177(6)(a) when applied to the future land use element proposed to be amended; and

WHEREAS, section 163.3180(13)(g), Florida Statutes, requires that the School Board and the Applicable Local Governments enter into an interlocal agreement to implement statutory school concurrency requirements; and

WHEREAS, sections 163.31777(2)(e) and 163.3180(13)(g)6.b., Florida Statutes, require that the interlocal agreement implementing school concurrency provide an opportunity for the School Board to review and comment on the effect of Comprehensive Plan amendments and Rezonings on the public school facilities plan; and

WHEREAS, Section 10 of this Agreement is intended to satisfy the requirement of section 163.3180(13)(g)6.b. by providing an opportunity for the School Board to review and comment on the effect of proposed Comprehensive Plan amendments and Rezonings on public schools and to provide an opportunity for local governments to consider the availability of School Capacity when reviewing proposed Comprehensive Plan amendments and proposed Rezonings; and

WHEREAS, to avoid confusion, Section 10 of this Agreement will have its own definitions applicable only to Section 10; and

WHEREAS, the School Board, County, and Municipalities enter into this Agreement in fulfillment of the foregoing statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

WHEREAS, the County, Municipalities and School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens of said County and Municipalities; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries and the Municipalities have similar jurisdiction within their respective municipal boundaries; and

WHEREAS, the School Board has the responsibility to provide school facilities to ensure a free and adequate public education to the residents of the County and Municipalities; and

WHEREAS, the County, Municipalities and School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of the County and Municipalities; and

WHEREAS, Interlocal Agreements previously entered into by and among the Municipalities, County, and School Board must be updated or in some instances superseded; and

WHEREAS, the School Board, the County, and the Municipalities (except for the Town of Eatonville and the City of Edgewood) entered into that certain Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency, which was approved by the Board of County Commissioners on June 10, 2008 (the "Amended Interlocal Agreement"), for the purpose of implementing school concurrency pursuant to chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 13.4 of the Amended Interlocal Agreement, upon final approval by the School Board and the Local Governments, any amendment to the Level of Service standards requires an amendment to each Local Government's Comprehensive Plan in addition to an amendment to the Amended Interlocal Agreement; and

WHEREAS, pursuant to Section 16.2 of this Agreement, the School Concurrency Service Areas shall be included as part of the supporting data and analysis for the Local Governments' respective Comprehensive Plans; and

WHEREAS, pursuant to Section 14.3 of the Amended Interlocal Agreement, any changes to the School Concurrency Service Areas shall not be effective until approval by School Board, County and Municipalities, and prior to adopting any change to the School Concurrency Service Areas, School Board must make certain verifications with regard to the changes; and

WHEREAS, pursuant to Section 21 of the Amended Interlocal Agreement, any amendments to the Interlocal Agreement must be in writing and must be executed by all parties thereto; and

WHEREAS, the School Board, the County, and the Municipalities (except for the Town of Eatonville and the City of Edgewood) entered into that certain First Amendment to Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency for the purpose of modifying the Level of Service ("LOS") standards, the School Concurrency Service Areas ("CSA"s), and making other necessary changes, which was approved by the Board of County Commissioners on April 20, 2010 (the "First Amendment"); and

WHEREAS, section 13.2 of the Amended Interlocal Agreement created Long Term Concurrency Management Systems for certain CSAs identified in Appendix E to that Agreement; and

WHEREAS, School Board, County, and Municipalities acknowledge that incorporation of LOS standards, establishment of CSAs, and adoption of Long Term Concurrency Management Systems are accomplished by adoption into Local Governments' respective Comprehensive Plans; and

WHEREAS, the School Board, the County, and the Municipalities wish to amend the Amended Interlocal Agreement, as amended, such that modifications to the School Concurrency Service Areas and the Long Term Concurrency Management Systems may be made solely by amending the Local Government Comprehensive Plans, rather than amending the Local Government Comprehensive Plans and this Agreement.

NOW THEREFORE, be it mutually agreed by and among the School Board, Orange County, and the City of Apopka, City of Belle Isle, Town of Eatonville, City of Edgewood, City of Maitland, Town of Oakland, City of Ocoee, City of Orlando, Town of Windermere, City of Winter Garden and City of Winter Park that the procedures set forth below will be followed in coordinating land use and public school facilities planning:

Section 1. Recitals

The recitals set forth above are true and correct and are incorporated herein.

Section 2. Incorporation of Prior Amendment

This Agreement incorporates the First Amendment and supersedes the Amended Interlocal Agreement in its entirety.

Section 3. Definitions

Except as otherwise specified in Section 10 of this Agreement, the following words and terms shall have the following meanings in the interpretation of this Agreement:

Adjusted FISH Capacity: the number of students who can be served in a permanent public school facility as provided in the Florida Inventory of School Houses adjusted to account for the design capacity of Modular or In-Slot Classrooms on the campuses designed as Modular or In-Slot schools, but not to exceed Core Capacity.

Adjacency Review: the review as provided in Section 18.6 of this Agreement of School Concurrency Service Areas adjacent to the School Concurrency Service Area in which the proposed Residential Development is located.

Applicant: the person or entity submitting a Development Application (as defined in Section 10.1 hereof) or School Concurrency Determination Application, including its principals, agents, successors, and assigns.

Applicable Local Government: either the Local Government with land use jurisdiction over a proposed Residential Development, or the Local Government with land use jurisdiction over a proposed school site.

Available School Capacity: the ability of a School Concurrency Service Area to accommodate the students generated by a proposed development at the adopted Level of Service standards. Available School Capacity shall be derived using the following formula for each School Type:

Available School Capacity = (School Capacity x Adopted Level of Service[1]) – (Enrollment [2]+ Reserved Capacity)

Where:
[1]Adopted Level of Service = the ratio, expressed as a percentage, of Enrollment to School Capacity as jointly adopted by the School Board and Local Governments.
[2]Enrollment = Student enrollment as counted in the most recent official October count.

Capacity Commitment Agreement: an executed Capacity Enhancement Agreement, whether individually or as part of a consortium of Capacity Enhancement Agreements, containing commitments to fund wholly or partially the construction of public school facilities to provide School Capacity at identified public schools required to serve the affected Residential Developments, as more fully set out in a Resolution of the School Board to be adopted within thirty (30) days from the date the School Board executes this Agreement.

Capacity Encumbrance Letter: a written determination from an Applicable Local Government temporarily reserving Available School Capacity during the pendency of a Site Plan application approval process and temporarily reserving the Available School Capacity needed to accommodate the impacts of the Applicant's proposed Residential Development upon completion of the requirements in Section 18.7(a) of this Agreement.

Capacity Reservation Fee: a fee to reserve capacity, in an amount equivalent to the value of the impact fees calculated to be due from a proposed Residential Development as of the date of the reservation of capacity.

Certificate of School Concurrency: a written determination by an Applicable Local Government that all school concurrency review requirements have been satisfied for the proposed development and that the School Board has issued a School Concurrency Recommendation indicating that Available School Capacity is sufficient to accommodate students generated by the proposed Residential Development. A Certificate of School Concurrency vests a Residential Development for school concurrency, and reserves School Capacity for the proposed Residential Development, subject to (1) any conditions set forth in the Certificate of School Concurrency, (2) the requirements of this Agreement, (3) any ordinances or policies implementing this Agreement, and (4) any conditions imposed as part of, or as an inducement to, the School Concurrency Recommendation. A Certificate of School Concurrency may be included as part of a consolidated concurrency approval including other concurrency requirements by an Applicable Local Government and is not required to be a separate document.

Comprehensive Plan: a County or Municipality's plan that meets the requirements of section 163.3177, Florida Statutes.

Core Capacity: the maximum number of students that can be effectively served in a school dining facility.

Development Analysis: the document required to be prepared and submitted under Section 18.4 of this Agreement as a requirement for the review of a School Concurrency Determination Application.

Development Impact: projected students from a Residential Development as a result of approval of a Development Application or School Concurrency Determination Application, calculated by multiplying the proposed number of dwelling units by the student generation rates by School Type as set forth in the most recent School Impact Fee Study, as may be updated from time to time.

Development of Regional Impact: a development within the definition of section 380.06, Florida Statutes.

District Facilities Work Program: the financially feasible District Facilities Work Program adopted by the School Board pursuant to section 1013.35(2)(a)2. And 1013.35(2)(b), Florida Statutes.

Educational Facilities Plan: the planning document adopted by the School Board pursuant to and consistent with sections 1013.35(2) and 1013.35(4), Florida Statutes that includes the District Facilities Work Program.

Educational Plant Survey: the survey of public school facilities, along with ancillary and supporting facilities, conducted by the School Board pursuant to and consistent with section 1013.31, Florida Statutes.

Encumbered Capacity: the School Capacity temporarily allocated to a Residential Development for one hundred eighty (180) days after the issuance of a Capacity Encumbrance Letter.

Final School Concurrency Recommendation: a written communication from the School Board informing the Applicable Local Government and Applicant that the School Board has: (i) calculated that there is sufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development, or (ii) has calculated that there is insufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development, but the School Board and the Applicant have negotiated and agreed upon a Proportionate Share Mitigation Agreement to address the impacts of the Applicant's proposed Residential Development, or (iii) has calculated that there is insufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development and that the School Board and the Applicant were unable to agree upon a Proportionate Share Mitigation Agreement.

In-Slot Classrooms: relocatable classrooms that conceptually 'slide' into the spaces along a common walkway, as part of a modular campus which is characterized by a campus with brick and mortar core facilities and covered concrete walkways leading to the relocatable classrooms, and which are located at the following elementary schools: Clay Springs, Cypress Springs, Frangus, Hidden Oaks, Hunter's Creek, John Young, Little River, Meadow Woods, MetroWest, Palm Lake, Rock Springs, Shingle Creek, Ventura, Waterbridge, Waterford, and Arbor Ridge.

Land Development Regulations: ordinances enacted by an Applicable Local Government pursuant to section 163.3213(2)(b), Florida Statutes.

Level of Service: percentage of Enrollment to School Capacity jointly adopted by the School Board and Applicable Local Governments and documented in Section 15 of this Agreement.

Permanent Student Station: space and capital resources considered to be satisfactory to accommodate an individual student within a non-relocatable educational facility as determined by the State of Florida Department of Education, as more specifically set forth in the State Requirements for Educational Facilities and including In-Slot Classrooms.

Preliminary School Concurrency Recommendation: a written communication from the School Board to the Applicable Local Government and the Applicant informing the Applicable Local Government of the School Board's preliminary calculation of the effect of the Applicant's proposed Residential Development on Available School Capacity for the applicable School Concurrency Service Areas. If the School Board calculates that an Applicant's proposed Residential Development will not cause the affected School Concurrency Service Areas to exceed capacity at the adopted Level of Service standards, then the Preliminary School Concurrency Recommendation shall become a Final School Concurrency Recommendation, upon which an Applicable Local Government may rely in encumbering and/or reserving the requisite Available School Capacity needed to accommodate the impacts of the Applicant's proposed Residential Development consistent with the requirements in Section 18.7(a) of this Agreement.

Proportionate Share Mitigation: an improvement or contribution made by an Applicant pursuant to a binding and enforceable agreement between the Applicant, School Board and Applicable Local Government to provide monetary compensation or other mitigation for the additional demand on deficient public school facilities created by a proposed Residential Development, as mandated in section 163.3180(13)(e), Florida Statutes, and as set forth in Section 19 of this Agreement.

Public School Facilities Element: the section of the County or a Municipality's Comprehensive Plan addressing the provision of educational facilities as required by sections 163.3177(12) and 163.3180(13)(a), Florida Statutes.

Reserved Capacity: School Capacity allocated to a particular Residential Development for a period of time specified in a Certificate of School Concurrency or a Capacity Commitment Agreement. For purposes of calculating Available School Capacity, Reserved Capacity also means the total amount of School Capacity reserved for all Residential Developments within a School Concurrency Service Area.

Residential Development: any development that is comprised of Residential Units, in whole or in part, for non-transient human habitation, and includes single-family housing and multi-family housing, regardless of whether the Applicable Local Government's approval procedure for such development is considered commercial or residential.

Residential Unit: any occupied structure or part thereof, which is designed exclusively for human habitation and meets all applicable government requirements for residential use on a continuous basis; i.e., having hot and cold running water and adequate facilities for heating, cooking, sleeping, and the sanitary elimination of wastes. Hotels, motels, and temporary lodging facilities are specifically excluded.

Rezoning: a change in zoning classification that will result in a net increase of Residential Units on the property that is the subject of the Rezoning. For purposes of Section 10 of this Agreement, the term "Rezoning" shall also mean any land use change not necessarily denoted or characterized as a Rezoning (such as a change to a land use plan, master plan or development plan in a mixed use development, Development of Regional Impact, planned unit development, etc.) that will result in a net increase of ten (10) or more Residential Units on the property.

School Attendance Zone: a geographic area where students who reside within such area must attend a single designated school.

School Capacity: Adjusted FISH Capacity for the applicable School Concurrency Service Area as programmed in the first three (3) years of the District Facilities Work Program.

School Concurrency Determination Application: the written submittals for the determination of Available School Capacity for a Residential Development or a phase of a Residential Development, which is included as part of an application for Site Plan approval.

School Concurrency Recommendation: a written communication from the School Board informing the Applicable Local Government and Applicant that the School Board has (i) calculated that there is sufficient Available School Capacity to accommodate the impacts of the Applicant's proposed development, (ii) has calculated that there is no Available School Capacity, or an insufficient amount of Available School Capacity to accommodate the impacts of the Applicant's proposed development and recommends a Proportionate Share Mitigation agreement to address the impacts of an Applicant's proposed Residential Development, or (iii) has calculated that an Applicant's proposed residential development does not meet the requirements necessary to satisfy school concurrency and that the School Board and the Applicant were unable to agree on a proportionate share mitigation.

School Concurrency Service Area: a geographic area in which the Level of Service standards are measured by the School Board as designated in Section 15 of this Agreement.

School Impact Fee: the amounts due under the School Impact Fee Ordinance in connection with the construction of new School Capacity needed to accommodate Residential Development.

School Impact Fee Ordinance: Article V, Chapter 23, Orange County Code of Ordinances.

School Impact Fee Study: the study used by the County to update its School Impact Fee Ordinance, which shall mean, as of the date of this Agreement, that study prepared by Tindale-

Oliver & Associates, Inc., as of July 16, 2007, which may be amended and superseded from time to time.

School Type: a category of school based on instruction level, whether elementary school grades, middle school grades, or high school grades; ninth-grade centers shall be included with high schools and Arbor Ridge K-8 and Windy Ridge K-8 centers shall be included with elementary schools; grades Kindergarten through 5 of Blanker K-8 shall be included in elementary schools and grades 6-8 of Blankner K-8 shall be included with middle schools. Levels of Service for future K-8 schools will be consistent with the applicable School Attendance Zone.

Site Plan Approval: a subdivision approval or its functional equivalent under the Land Development Regulations of the Applicable Local Government, for any Residential Development or any phase of a Residential Development, whether single-family or multi-family. The Parties acknowledge that the County and the Municipalities may each have different terms within their individual Land Development Regulations describing this process.

State Requirements for Educational Facilities: the construction standards and requirements for the construction of schools, established pursuant to Rule 6A-2.0010, Florida Administrative Code.

Section 4. Interlocal School Planning Meetings

Representatives appointed by the chief executive of the School Board, County, and each Municipality shall meet on a quarterly basis or as called by any of the parties hereto to review proposed ordinances of the Municipalities and the County that might effect school concurrency, and formulate recommendations regarding coordination of land use and school facilities planning, and needed supporting infrastructure including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access as well as the implementation of this Agreement. Representatives from the East Central Florida Regional Planning Council will also be invited to attend. The School Board shall be responsible for making meeting arrangements, providing notification and maintaining a written summary of meeting actions. The group so convened shall be referred to as the "Technical Advisory Committee," also known as the “Interlocal Planners Group.”

Section 5. Student Enrollment and Population Projections

In fulfillment of their respective planning duties, the School Board, County, and Municipalities agree to coordinate and base their plans upon consistent projections of the amount, type, and geographic distribution of population growth and student enrollment. Countywide five (5) and ten (10) year population and student enrollment projections shall be revised annually by the School Board and provided at the first opportunity to the Technical Advisory Committee. In addition, the School Board shall work with the County or the County’s designated consultant to calculate a Student Generation Rate by School Type. In preparing said population and student enrollment projections, the School Board shall coordinate with the Municipalities and the County to ensure, inter alia, that new Residential Development and

redevelopment information as provided by the Municipalities and County is reflected in updated projections to be provided pursuant to Section 6 below.

Section 6. Coordinating and Sharing of Information

6.1 Tentative District Educational Facilities Plan. Annually, the School Board shall submit to the County and each Municipality the tentative district Educational Facilities Plan at least ninety (90) days prior to its adoption by the School Board. The tentative plan must be consistent with the requirements of section 1013.35, Florida Statutes, prior to its submittal to the County and Municipalities. The Municipalities and County shall review the tentative plan and comment to the School Board within sixty (60) days of receiving the tentative plan regarding the consistency of the plan with the Comprehensive Plan of the Local Government.

6.2 Mutual Reports.

(a) By March 1 of each year, the County and the Municipalities will provide the School Board with a report on growth and development trends within their jurisdiction for the prior year. Each report to the School Board must include the following information:

1. Type, number (estimated for land use and zoning approvals) and location of Residential Units that have received land use, zoning, subdivision plats or Site Plan Approvals.

2. Building permits and certificates of occupancy data for Residential Units issued for the preceding year and their location.

3. Summary of vested rights determinations or other actions that affect demands for public school facilities.

4. Information regarding conversion or redevelopment of housing or other structures into Residential Units that are likely to generate new students.

5. The identification of any development orders issued which contain a requirement for the provision of school sites as a condition of development approvals.

6. School Capacity encumbered during the previous calendar year.

7. School Capacity reserved during the previous calendar years.

(b) By March 1 of each year, the School Board will report to the County and the Municipalities.

1. School Capacity for each school and Level of Service for each School Concurrency Service Area and whether it is appropriate to reduce or increase the adopted Level of Service standards for particular School Types.

2. Available School Capacity and enrollment for each School Concurrency Service Area and each School, including a reconciliation of the encumbered and Reserved Capacity with Available School Capacity.

3. Proposed new capital needs, including identification of proposed new school sites, significant renovations, and closures as provided in Section 5 of this Agreement.

4. Whether ways to measure School Capacity other than Adjusted FISH Capacity are available and are better suited to measuring the ability of a school to address the curriculum needs of each school's student population, and whether such a method of measuring capacity should be adopted in lieu of Adjusted FISH Capacity and included in the County's and Municipalities' Public School Facilities Element.

6.3 Coordinated Calendar.

Information shall be shared through the following, which shall be delivered or performed no later than:

March 1 or prior to the first meeting of the Technical Advisory Committee in a new calendar year, whichever comes first: Growth reports to the School Board from local governments, and from the School Board to local governments, as set out in section 6.2(a) and 6.2(b) of this Agreement.

Quarterly (by mutual agreement): School Planning Meetings.

July 1: Approval and submittal to the County and Municipalities of tentative Educational Facilities Plan, including District Facilities Work Program.

September 1: Local Government comment on tentative Educational Facilities Plan.

October 1: Adoption of by the School Board of the Educational Facilities Plan, including the District Facilities Work Program.

Section 7. School Site Selection, Significant Renovations, and Potential School Closures

7.1 Joint Participation. As provided in this Section, the Local Governments shall jointly participate with the School Board in the process of evaluating potential school closures, significant renovations to existing schools, and new school site selection.

7.2 Pre-Acquisition Procedures. Pursuant to section 1013.33(11), Florida Statutes, at least sixty (60) days prior to acquiring or leasing property that may be used for a new school, the School Board shall provide written notice to the Applicable Local Government requesting a determination of consistency with the Applicable Local Government's Comprehensive Plan. The

Applicable Local Government shall notify the School Board within forty-five (45) days after receiving the necessary information and the School Board's request for determination, if the proposed new school site is consistent with the land use categories and policies of the Applicable Local Government's Comprehensive Plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(12), Florida Statutes.

7.3 Pre-Construction Procedures. As provided in section 1013.33(12), Florida Statutes, at least ninety (90) days prior to initiating construction, the School Board shall submit a site design/development plan to the County Administrator or the designated representative of an individual Municipality, and within forty-five (45) days after receiving the submittal, the County or Municipality shall certify, in writing, whether the proposed Educational Facility is consistent with the Comprehensive Plan and land development regulations of the Applicable Local Government. Failure of the local governing body to make a determination in writing within ninety (90) days after the School Board's request for a determination of consistency shall be considered an approval of the School Board's application.

7.4 Significant Renovations and Closures. Pursuant to Sections 163.31777(2)(b) and 1013.33(15)(b), Florida Statutes, when considering a significant renovation or a closure of a school facility, the School Board shall notify the appropriate municipality in which the school is located or the County's Growth Management Department if the subject school is in the unincorporated part of the County, prior to any significant renovation or closure activities. Significant renovations encompass projects that increase or decrease a school's student population by five percent (5%) or more, or increase a school's total building square footage by five percent (5%) or more.

7.5 Municipal Charter Schools. Any municipality that wishes to operate a Charter School in the manner provided by law may do so to the extent authorized by law, provided that if such Charter School is to be used to satisfy requirements of school concurrency, the Municipality must also enter into an interlocal agreement with the School Board.

7.6 Extension of Deadlines. By mutual agreement between the School Board and an Applicable Local Government, the times set forth in this section 7 may be extended.

Section 8. Supporting Infrastructure

The School Board and Applicable Local Governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and where appropriate will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 9. Coordination of Planning

9.1 School Board Participation. The County and Municipalities shall include a nonvoting representative appointed by the School Board to serve on their local planning agencies, or functionally equivalent agencies, to attend those meetings at which such agencies consider

proposed Comprehensive Plan amendments, development proposals and Rezonings that would, if approved, increase residential density on the property that is the subject of the application.

9.2 Notice. The County and Municipalities agree to give the School Board notification of future land use map amendments, development proposals and Rezoning proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided in a timely manner to facilitate comment and the planning activities of the School Board.

Section 10. School Board Review of Plan Amendments and Proposed Rezonings and Capacity Enhancement Process

10.1 Definitions for Section 10. In addition to the terms defined in Section 1 of this Agreement, and for purposes of this Section 10, capitalized terms set forth below shall have the meanings assigned:

(a) Applicant: the person or entity submitting a Development Application, including its principals, agents, successors, and assigns.

(b) Capacity Enhancement Agreement: a legally enforceable and binding agreement meeting the requirements of this Section 10, between an Applicant and the School Board (and, when necessary, the Applicable Local Government), committing to Capacity Enhancement Mitigation determined to be necessary by the School Board to avoid or mitigate overcrowding individual schools impacted by the proposed Residential Development.

(c) Capacity Enhancement Mitigation: a Capital Contribution or School Facilities Commitment documented in a Capacity Enhancement Agreement to avoid or mitigate overcrowded conditions at an individual school or schools as calculated or determined in the manner provided in Section 10.7 of this Agreement.

(d) Capital Contribution: a payment to the School Board in an amount determined by the School Board to mitigate the impacts of a proposed Development Application where the impacts of such Development Application will exceed Net School Capacity beyond that planned for by the School Board in its District Facilities Work Program in effect at the time the Capacity Enhancement Agreement was executed.

(e) Comprehensive Plan Amendment: an amendment to the County's or a Municipality's Comprehensive Plan pursuant to Chapter 163, Florida Statutes, including an amendment to the future land use map, which will allow a net increase of Residential Units in the proposed Residential Development.

(f) Development Application: a formal request by an Applicant to obtain a Rezoning or Comprehensive Plan Amendment.

(g) Net School Capacity: the ability of an individual school to accommodate the increase in students generated by a proposed development at the adopted Level of Service standards. Net School Capacity shall be derived using the following formula by School Type:

> Net School Capacity = (School Capacity[1] x Adopted Level of Service[2]) – (Enrollment[3])
>
> Where:
> [1]School Capacity = Adjusted FISH Capacity at the individual school as programmed in the first three (3) years of the District Facilities Work Program.
> [2]Adopted Level of Service Standard = ratio expressed as the percentage of Enrollment to School Capacity as jointly adopted by the School Board and Applicable Local Governments.
> [3]Enrollment = Student enrollment at an individual school as counted in the official October count, including Reserved Capacity allocable to such school.

(h) Rezoning: A change in zoning classification that will result in a net increase of ten (10) single family or fifteen (15) multi family Residential Units in the proposed Residential Development that is the subject of the Rezoning. The term "Rezoning" shall also mean any land use change not necessarily denoted or characterized as a Rezoning (such as a change to a land use plan, master plan or development plan in a mixed use development, development of regional impact, planned unit development, etc.) that will result in a net increase of Residential Units in the proposed Residential Development.

(i) School Capacity Determination: a written determination by the School Board stating (i) that the Net School Capacity at the individual school or schools serving the School Attendance Zones affected by a proposed Development Application will be exceeded by the increase in residential densities proposed in the Development Application, or (ii) that the Net School Capacity at the individual school or schools serving the School Attendance Zones affected by a proposed Development Application will not be exceeded by the increase in residential densities proposed in the Development Application, or (iii) that as of the date of the Development Application there is not physically usable school capacity, but such physically usable capacity will be constructed within the time frames set forth in this Section 10.1, and that the School Board conditions a finding of sufficient capacity upon the Applicant's agreement to defer Site Plan Approval until sufficient physically usable capacity is constructed.

(j) School Facilities Commitment: the necessary funding, capital dedication or financial commitment required to advance the construction of school facilities included in the applicable Capital Improvements Element and the District Facilities Work Program or to finance the construction of school facilities not in such element or program as necessary where Net School Capacity at the individual school(s) serving the proposed development will be exceeded by the residential density projected in a Development Application.

10.2 School Board Review and Comment. The School Board will advise the Applicable Local Government within fifteen (15) business days of the school enrollment impacts anticipated to result from the proposed Comprehensive Plan Amendment or Rezoning proposed in a Development Application, and whether Net School Capacity exists or is planned to accommodate the Development Impact. This Section 10 does not authorize a School Concurrency Determination under Section 18 of this Agreement, except as expressly provided in Section 10.9(c) herein.

10.3 Overview of Section 10 Process. The School Concurrency Service Areas established in Section 16 of this Agreement aggregate schools into defined geographic areas for the purpose of implementing school concurrency. In contrast, this Section 10 deals with the impact of additional Residential Units contemplated in a Development Application on individual schools within individual School Attendance Zones for each School Type that would serve the proposed Residential Development. This review and comment process requires that the School Board determine whether Net School Capacity as defined in this Section 10 is available at the individual schools where Residential Development contemplated in the proposed Development Application is located. The School Board shall issue a School Capacity Determination to the County and/or the affected Municipality and determine the Capacity Enhancement Mitigation, if any, necessary to ensure that the additional projected students that would result from the proposed Development Application will not cause individual schools impacted by a proposed Development Application to be overcrowded or aggravate existing overcrowding at the individual school or schools so impacted.

10.4 Findings. On the scope and necessity of the review and comment by the School Board of Net School Capacity at individual schools serving proposed Residential Development anticipated to occur within impacted School Attendance Zones and to ensure documented comment on the impact of a Development Application on Net School Capacity, the County and the Municipalities hereby acknowledge and declare the following:

(a) Article VII, section 704B.2., Orange County Charter, allows a County Ordinance to be effective within a Municipality if such Ordinance requires that any Rezoning or Comprehensive Plan amendment that increases residential density be approved by each significantly affected local government when such increase in residential density affects a school, the attendance zone for which straddles Local Government jurisdictional boundaries, if the School Board cannot certify that the school within the attendance zone or zones affected by such Rezoning or Comprehensive Plan amendment can accommodate the additional students that result from the increase in residential density.

(b) The Orange County Commission enacted Ordinance Number 2006-04 to implement the charter provision described in paragraph (a) above.

(c) It is the intent of the County and each Municipality to ensure that the staff and the governing body of each local government receive informed comment from the School Board as to whether Net School Capacity will be exceeded at individual schools as a result of a proposed Rezoning or Comprehensive Plan Amendment within or including their attendance boundaries and, if so, the extent to which the proposed Development

Impact will create overcrowding at individual schools where none exists or aggravate existing overcrowded conditions.

(d) A formal process for the prompt review and comment by the School Board on the effect of proposed Development Applications on Net School Capacity is an integral factor of intergovernmental coordination and of effective comprehensive planning, notwithstanding any subsequently imposed school concurrency requirements mandated as a condition of the Applicable Local Government's approval of a Site Plan.

(e) A decision to increase the density or inventory of available residential land use by the approval of a Development Application by the County or a Municipality without an informed consideration of the impact on Net School Capacity at the individual schools affected by the Development Application may result in increased school overcrowding.

(f) Agreement on a process and procedure to determine whether Net School Capacity will be exceeded at individual schools serving proposed Residential Development resulting from Development Application approval is an integral part of the review process and comment opportunity mandated in Sections 163.3177(6)(a), 163.31777(2)(e) and 163.3180(13)(g)6.b., Florida Statutes.

(g) Mandatory application of Section 10 shall be limited to those circumstances detailed in Article VII, section 704B.2., Orange County Charter, and any County Ordinances authorized by and implementing such Charter provision, provided that nothing herein shall relieve any municipality from its statutory obligations to review proposed comprehensive plan amendments as provided Chapter 163, Florida Statutes.

10.5 Process for School Board Review and Comment on Development Application. Whenever the County or any Municipality receives a Development Application for a residential Rezoning that proposes ten (10) or more single-family or fifteen (15) or more multi-family Residential Units, or proposes an amendment to a Comprehensive Plan that would authorize a residential density that would generate one or more additional students, the Applicable Local Government shall forward, within five (5) business days of receipt, such Application to the School Board for a School Capacity Determination. Such Development Application shall include a Development Analysis as described in Section 18.5 of this Agreement. Within fifteen (15) business days of receipt, the School Board shall render in writing a School Capacity Determination.

(a) If the School Board calculates that Net School Capacity at the individual school(s) for each School Type that will serve the attendance boundaries where the proposed development is located will be exceeded, either because there is negative Net School Capacity as calculated pursuant to Section 10.1(g) of this Agreement, or because the number of students proposed to be generated by a development will create a condition of negative Net School Capacity, the School Board shall make a determination of insufficient capacity. Such determination shall be based on an analysis of the educational facilities that would be needed should the proposed Development Application be approved, the existing and planned School Capacity within the School Attendance Zones

impacted by the proposed Development Application, the educational facilities planned in the applicable Capital Improvements Element, and the District Facilities Work Program.

(b) If the results of the School Capacity Determination indicate that the educational facilities planned in the first three (3) years of the applicable Capital Improvements Element and the District Facilities Work Program have the capacity to serve the additional students to be generated by the proposed Development Application, the School Capacity Determination shall state that capacity is available. A School Capacity Determination that capacity is available shall not exempt a Residential Development from complying with the requirement of obtaining a School Concurrency Recommendation pursuant to the requirements of Section 18.

10.6 Result if Net School Capacity Exceeded. Where the School Board makes a determination of insufficient capacity in a School Capacity Determination rendered pursuant to the process provided in Section 10.5, the Applicant may elect to enter into a Capacity Enhancement Agreement with the School Board. Such Capacity Enhancement Agreement will document the Capital Contribution or School Facilities Commitment necessary to mitigate the conditions outlined in the School Capacity Determination.

(a) The Capital Contribution required shall include a present value calculation of the School Impact Fees anticipated to be due upon permitting of the proposed Residential Units plus any additional Capacity Enhancement Mitigation required.

(b) The School Facilities Commitment shall specify the commitment necessary to advance the construction of school facilities included in the applicable Capital Improvements Element and the District Facilities Work Program, or to finance the construction of school facilities not in such element or program but still deemed necessary to timely serve the proposed Residential Units.

10.7 Determination of Overcrowding Conditions.

(a) If there is no Net School Capacity as calculated in the definition in Section 10.1(g) above, the impacted individual school or schools are presumed to be overcrowded.

(b) If Net School Capacity at the impacted individual school or schools is insufficient to meet the entire Development Impact of the Residential Development then the individual school or schools are presumed to be overcrowded. In such event, the impacts to be mitigated shall be documented in a Capacity Enhancement Agreement and shall be calculated by subtracting the Net School Capacity at the individual school or schools from the Development Impact of the proposed Residential Development. In such an event, the methodology used to calculate the Capacity Enhancement Mitigation shall be as follows:

Capacity Enhancement Mitigation = (Development Impact-Vested Students[1]) - Net School Capacity x Total Cost[2]

When:

[1] Vested Students = the number of students generated by the Residential Units allowed under the existing zoning or land use category for the specific parcel which is the subject of the Development Application.

[2]Total Cost = the cost per student station plus a share of the land acquisition costs, additional core and ancillary facility costs and other anticipated infrastructure expenditures or the anticipated cost of school infrastructure needed to provide sufficient permanent capacity to the impacted individual school or schools, and includes any cost needed to pay the interest to advance a school scheduled in the District Facilities Workplan to an earlier year.

(c) If the individual school impacted by the proposed Residential Development fails to meet the adopted Level of Service as of the date of the School Capacity Determination, the mitigation required pursuant to the Capacity Enhancement Agreement shall be used to ensure that the overcrowding existing at the time of the submittal of a complete Development Application shall not be aggravated.

10.8 Capacity Enhancement Agreement.

(a) The provisions of this Agreement implementing the Capacity Enhancement process supplement the provisions of the Interlocal Agreement Regarding School Capacity entered into by the School Board, the County, and certain Municipalities effective as of June 21, 2006. To the extent that there is any conflict between the two Interlocal Agreements, the provisions of this Agreement shall prevail.

(b) The School Board shall monitor and enforce the terms of a Capacity Enhancement Agreement. Any mitigation required pursuant to a Capacity Enhancement Agreement remains subject to applicable Land Development Regulations.

(c) A Capacity Enhancement Agreement shall run with the land and shall be recorded in the Official Records Book of the County by the School Board or the Applicant. Upon an Applicant's completion of all requirements and payment of any mitigation due under a CEA, the School Board shall record notice in the Official Records Book of the County that the Applicant has completed such requirements and paid such mitigation.

(d) Each Capacity Enhancement Agreement shall specify the term of said agreement and whether, upon expiration of said agreement, a new Capacity Enhancement Agreement shall be negotiated if the terms of the initial agreement were not satisfied.

(e) If the Capacity Enhancement Agreement constitutes Proportionate Share Mitigation, then the Applicable Local Government shall be a party to such agreement.

10.9 Coordination of the Capacity Enhancement Agreement with Concurrency Management.

(a) The Capacity Enhancement Agreement shall specify the capacity, if any, not subject to review for purposes of obtaining the issuance of a Certificate of School Concurrency pursuant to Section 18 of this Agreement as a consequence of the Capacity Enhancement Mitigation contained in such Capacity Enhancement Agreement. Upon payment of the required Capacity Enhancement Mitigation as calculated in Section 10.7 above, such mitigated capacity shall be considered encumbered for a period not to exceed three (3) years or until Site Plan Approval, whichever comes first.

(b) Any Capacity Enhancement Mitigation paid pursuant to a Capacity Enhancement Agreement, except for the cost of temporary classrooms needed to accommodate the Development Impact until permanent facilities are constructed, shall be credited toward any Proportionate Share Mitigation as provided in Section 19 of this Agreement.

(c) An Applicant may, at the time of submitting a Development Application, request a School Concurrency Recommendation under Section 18 of this Agreement.

(d) Any mitigation required and satisfied under any Capacity Enhancement Agreement shall be credited toward any required Proportionate Share Mitigation as calculated pursuant to Section 19 of this Agreement. In the event the calculated amount of Proportionate Share Mitigation is greater than the value of the mitigation required by such Capacity Enhancement Agreement, the required Proportionate Share Mitigation shall be equal to the amount by which the calculated Proportionate Share Mitigation exceeds the mitigation required under the Capacity Enhancement Agreement.

10.10 Applicability.

(a) The review and comment process contemplated in the terms of this section 10 shall apply to all Development Applications that have not received final approval by an Applicable Local Government prior to the effective date of this Agreement and to all designated phases within a development that have not received final approval prior to the effective date of this Agreement.

(b) The review and comment process contemplated by the terms of this section 10 shall not apply to any Capacity Enhancement Agreement executed prior to the effective date of this Agreement.

Section 11. Educational Plant Survey

Prior to completion of the Educational Plant Survey update, the Technical Advisory Committee shall assist the School Board in an advisory capacity in the preparation of the Educational Plant Survey and five (5) year District Facilities Work Program update by, inter alia, reviewing preliminary drafts, evaluating and making recommendations regarding the location and need for new (or improvements to existing) educational facilities in terms of consistency with the local government Comprehensive Plan and other relevant issues provided for in this Agreement, pursuant to sections 1013.31 and 1013.35, Florida Statutes.

Section 12. Co-location and Shared Use

Co-location and shared use of facilities are important to the School Board, the County and the Municipalities. The School Board, County and each Municipality will meet regularly to identify opportunities to co-locate and share use of school facilities and civic facilities when preparing the School Board's Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the Comprehensive Plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. A separate agreement will be developed for each instance of co-location and shared use which, inter alia, addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues which may arise from co-location or shared use.

Section 13. Establishment of School Concurrency System

13.1 Intent. This Agreement is intended to establish a public school concurrency system consistent with the requirements of sections 163.3177 and 163.3180, Florida Statutes, and other applicable provisions of the Local Government Comprehensive Planning Act of 2005.

13.2 Coordination Agreement. The School Board, the County and the Municipalities agree that the timely delivery of adequate public school facilities at the Level of Service standards adopted in this Agreement and the County's and the Municipalities' Comprehensive Plans requires close coordination among the local governments and the School Board beginning at the level of land use planning, development approval, and school facility planning. Further, the School Board and local governments agree that new school facilities should be planned for and provided in proximity to those areas planned for Residential Development or redevelopment. Further, the School Board shall review and provide a determination on all School Concurrency Determination Applications for the impact of the projected Residential Development on Available School Capacity.

13.3 School Capacity as a Condition for a Development Approval. The School Board, the County, and the Municipalities agree that an application for a Residential Development may be approved only if the School Capacity projected to be needed by the proposed Residential Development is or will be available to accommodate such projected need within the School Concurrency Service Areas at the Level of Service standards specified in this Agreement and the County's and the Municipalities' Comprehensive Plans. A determination of whether School Capacity is available to serve a Residential Development shall be made by the Applicable Local Government upon recommendation by the School Board, consistent with the Level of Service standards adopted in this Agreement and in the County's and the Municipalities' Comprehensive Plans. This determination of availability shall be based upon the criteria established in this Agreement, the District Facilities Work Program and the Public School Facilities Element of the Comprehensive Plan of the Applicable Local Government.

13.4 Local Government Covenants. After the effective date of the Comprehensive Plan amendments and ordinances adopted in accordance with this Agreement, the County and Municipalities agree to undertake the following activities:

(a) Incorporate the required school concurrency provisions into their Land Development Regulations and their Comprehensive Plans, consistent with the requirements of this Agreement. As an alternative to adopting school concurrency provisions in its Land Development Regulations, any Municipality may elect to be bound by the procedures set forth in this Agreement or may elect to be bound by the County's School Concurrency Ordinance.

(b) Withhold any Site Plan Approval under the Land Development Regulations of the Applicable Local Government for new Residential Units not exempted under this Agreement until the School Board has reported whether there is Available School Capacity sufficient to serve the Residential Development under review as provided in Section 18 herein.

(c) Share information regarding population projections, school siting proposals, projections of development and redevelopment, infrastructure required to support public school facilities, and amendments to future land use plan elements as provided in this Agreement.

13.5 School Board Covenants. By entering into this Agreement, the School Board agrees to perform the following activities:

(a) Annually prepare and update a financially feasible District Facilities Work Program containing a five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule consistent with this Agreement to demonstrate that the adopted Level of Service standards can be achieved and maintained at the end of the planning period adopted for each School Concurrency Service Area.

(b) Institute program and/or School Attendance Zone adjustments, as necessary, to maximize the utilization of capacity in order to ensure that each School Concurrency Service Area achieves and maintains the adopted Level of Service standards.

(c) Plan for, construct, and/or renovate school-related improvements necessary to maintain the adopted Level of Service standards.

(d) Provide the County and Municipalities with any School Board data, inventory and analysis relating to school concurrency necessary to amend or annually update each Local Government's Comprehensive Plan.

(e) Adopt a ten (10) and twenty (20) year work program to the extent required by section 1013.35(2)(a), Florida Statutes.

(f) Review School Concurrency Determination Applications for compliance with concurrency requirements of this Agreement.

(g) Adopt Proportionate Share Mitigation options for new Residential Development contained in a School Concurrency Determination Application as provided in Section 18 herein.

(h) Prepare annual reports on enrollment and capacity.

(i) Provide necessary staff and material support for meetings of the Technical Advisory Committee as required by this Agreement.

(j) Provide information to the County and Municipalities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.

(k) Develop, in conjunction with the County and Municipalities, uniform, Level of Service standards for public schools of the same type.

(l) Develop and implement such internal procedures necessary for review of applications for Residential Development consistent with this Agreement, including a process to temporarily set aside capacity during the pendency of a School Concurrency Determination Application or Proportionate Share Mitigation negotiation. Any procedures developed to implement this provision must be available and reachable on the School Board's website.

Section 14. Development, Adoption and Amendment of Required Comprehensive Plan Elements

The County and the Municipalities have used their best efforts to have adopted the following Comprehensive Plan amendments by April 1, 2008, and continue to use their best efforts to adopt the following Comprehensive Plan amendments, and agree to follow the procedures set forth in this section 14 for any future amendments to the listed Comprehensive Plan elements after adoption:

(a) A Public School Facilities Element that is consistent with those adopted by the other Local Governments within the County. The Public School Facilities Element must also be consistent with this Agreement and section 163.3177(12), Florida Statutes, and Rule 9J-5.025, Florida Administrative Code.

1. In the event that it becomes necessary to substantively amend its Public School Facilities Element, the County or Municipality wishing to initiate an amendment shall request review through the Technical Advisory Committee prior to transmitting the amendment to the Department of Community Affairs pursuant to section 163.3184, Florida Statutes.

2. To achieve required consistency, the County and each Municipality shall adopt amendments to their Public School Facilities Element in accordance with the statutory procedures for amending Comprehensive Plans.

a. If the County or any Municipality objects to the amendment and the dispute cannot be resolved, the dispute shall be resolved in accordance with the provisions set forth in Section 20 of this Agreement. In such a case, the Local Government proposing to adopt the amendment objected to by one (1) or more of the Local Governments agrees not to adopt the amendment until the dispute has been resolved.

b. Any local public school facilities issues not specifically required by Chapter 163, Florida Statutes, may be included or modified in the Public School Facilities Element by following the normal Comprehensive Plan amendment process.

(b) Capital Improvements Element.

1. Once adopted by the School Board, as provided in section 1013.35, Florida Statutes, the annual update of the School District's Facilities Work Program shall be transmitted to the County and the Municipalities. The County and the Municipalities, upon approval by their governing bodies, shall adopt the School District's five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule from the District Facilities Work Program into the Capital Improvements Element of their Comprehensive Plans no later than required by statute.

2. Once adopted by the School Board, any amendment, correction or modification to the School District's five (5) or ten (10) year capital improvements schedule or the District Facilities Work Program concerning costs, revenue sources, or acceptance of facilities pursuant to dedications shall be transmitted to the County and Municipalities. The County and Municipalities, upon approval by their governing bodies, shall amend their Capital Improvements Elements to reflect the changes at the next annual update to the Capital Improvements Element.

3. The County and the Municipalities, by adopting the School District's five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule into their Capital Improvements Element shall have no obligation or responsibility for funding the District Facilities Work Program.

(c) Intergovernmental Coordination Element. The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be as set forth in section 163.3184, Florida Statutes.

Section 15. Level of Service Standards

15.1 Establishment of Level of Service. To ensure that the capacity of schools is sufficient to support student growth and prevent the overcrowding of schools, the School Board, the County,

and the Municipalities have established the following uniform Level of Service standards for elementary, middle and high schools within each School Concurrency Service Area. The Level of Service standards for each School Concurrency Service Area shall be incorporated in the Comprehensive Plan of the County and each Municipality. However, pursuant to section 163.3180(9), Florida Statutes, the School Board, the County and the Municipalities may adopt interim Level of Service standards for backlogged facilities within long term school concurrency management areas as more fully set forth in Section 15.2 of this Agreement.

(a) Elementary schools: 110% of Adjusted FISH Capacity for each Elementary School Concurrency Service Area. The Elementary school LOS shall also include Arbor Ridge K-8, Windy Ridge K-8 and grades Kindergarten through 5 of Blankner K-8.

(b) Middle schools: 100% of Adjusted FISH Capacity for each Middle School Concurrency Service Area. The Middle school LOS shall also include grades 6-8 of Blankner K-8.

(c) High schools, including ninth grade centers: 100% of Adjusted FISH Capacity for each High School Concurrency Service Area.

15.2 Long Term Concurrency Management System.

(a) The School Board, the County, and the Municipalities agree to maintain long term concurrency management systems as provided in section 163.3180(9)(a), Florida Statutes. A long term concurrency management system will be adopted in the County's and Municipalities' Capital Improvements Element and any other applicable elements of their respective Comprehensive Plans. The long term concurrency management systems will be reviewed annually and any updates will be adopted in the next available annual update of the County's and Municipalities' respective Capital Improvement Elements, and any other applicable elements Provided, however, that any additional schools included in a long term concurrency management system as a result of such annual update shall be assigned to a new concurrency management system with a specific end date and shall be required to meet the adopted level of service for the school type by such end date. In no event shall additional schools be added to a previously established long term concurrency management system.

(b) The School Board will develop and include within its District Facilities Work Program, a financially feasible plan to achieve the adopted Level of Service standards within ten (10) years through the construction of additional educational facilities sufficient to accommodate the demand for such capacity. The County and the Municipalities agree to amend the Capital Improvements Element and any other applicable elements of their respective Comprehensive Plans at the next available Comprehensive Plan Cycle to reflect any additional ten (10) year concurrency management systems.

15.3 Capital Improvements Element. By its incorporation of the capital improvement schedule consistent with the latest District Facilities Work Program prepared by the School

Board pursuant to Section 17 of this Agreement, the Capital Improvements Element of the Comprehensive Plans of the County and the Municipalities shall demonstrate that the Level of Service standards will be achieved and maintained within each School Concurrency Service Area by the end of the planning period utilized in the latest District Facilities Work Program, and, where applicable, shall include any Long Term Concurrency Areas. Pursuant to Section 14(b) of this Agreement, each local government shall adopt in the Capital Improvements Element of its Comprehensive Plan the capital improvement schedules included in the District Facilities Work Program adopted by the School Board pursuant to Section 17 of this Agreement.

15.4 Amending Level of Service Standards. The School Board, the County, and the Municipalities shall observe the following process for modifying the adopted or interim Level of Service standards for schools:

(a) At such time as the School Board determines that a change to the Level of Service standards is appropriate, it shall submit the proposed Level of Service standards and the data, inventory and analysis to support the changes to the County and the Municipalities, allowing the County and Municipalities at least ninety (90) days to comment on such proposal.

(b) Upon final approval by the School Board and the governing bodies of the County and Municipalities by approval and execution of an amendment to this Agreement, the modifications to the Level of Service standards shall be incorporated into the County's and each Municipality's Comprehensive Plan no later than the next available Comprehensive Plan amendment cycle for the County and each Municipality.

Section 16. School Concurrency Service Areas

16.1 School Concurrency Service Areas Established. The School Board, County, and Municipalities agree that school concurrency shall be applied on a less than county-wide basis. School Concurrency Service Areas have been established for elementary, middle, and high schools. School Concurrency Service Areas shall consist of one or more contiguous attendance zones. The School Board shall review School Concurrency Service Areas on an annual basis, making recommendations for any changes to School Concurrency Service Area, taking into account population changes, additional Available School Capacity from construction or renovation of schools, and resulting changes to attendance zones, in addition to contiguity of attendance zones and Levels of Service within School Concurrency Service Areas.

16.2 Incorporation of School Concurrency Service Areas into Comprehensive Plans. The School Concurrency Service Areas described above may be modified as provided in Section 16.3 below, and shall be included as supporting data and analysis in the County's and the Municipalities' Public School Facilities Element of their respective Comprehensive Plans.

16.3 Modification of School Concurrency Service Areas.

(a) The School Board, the County or any Municipality may propose a modification to the School Concurrency Service Areas, taking into account population changes,

additional Available School Capacity from construction or renovation of schools, and resulting changes to attendance zones, in addition to contiguity of attendance zones and Levels of Service within School Concurrency Service Areas.. Prior to adopting any change, the School Board must verify that as a result of the modification:

1. The adopted Level of Service standards will be achieved and maintained by the end of the five (5) year (or ten (10) year for backlogged facilities) planning period; and

2. The utilization of School Capacity will be maximized to the greatest extent possible, taking into account transportation costs and state adopted student travel standards, court approved desegregation plans, the impact on School Capacity from committed and approved development, and other factors.

(b) The School Board, the County and the Municipalities shall observe the following process for modifying School Concurrency Service Areas:

1. At such time as the School Board determines that a School Concurrency Service Area change is appropriate considering the above standards, the School Board shall submit the proposed School Concurrency Service Area boundaries with data and analysis to support the changes to the County and the Municipalities.

2. The Local Governments shall review the proposed boundary changes and send their comments to the School District within ninety (90) days of receipt.

3. A change to a School Concurrency Service Area shall become effective upon final approval by the School Board. The County and the Municipalities shall include such change as supporting data and analysis in the County's and the Municipalities' Public School Facilities Elements and any other applicable elements of their respective Comprehensive Plans in the next available Comprehensive Plan cycle.

4. Any geographical boundary change to a School Concurrency Service Area that decreases Available Capacity within a School Concurrency Service Area shall only become effective upon final approval (by resolution) of the School Board and final approval (by resolution) of the affected Local Government(s).

Section 17. School District Facilities Work Program

17.1 Filing Dates.

(a) On or before the adoption of the School Board's annual budget, the School Board shall update and adopt its District Facilities Work Program for public schools in Orange County, in accordance with section 1013.35, Florida Statutes, and as set forth below. As

part of this update, the School Board shall provide a written summary of the infrastructure and improvements necessary to support the District Facilities Work Program, showing changes to the program on a yearly basis.

(b) The School Board shall transmit copies of the tentative District Facilities Work Program to the County and Municipalities for review and comment on or before July 1 of each year commencing after the effective date of this Agreement.

(c) The School Board shall adopt the District Facilities Work Program no later than September 30, and the plan shall become effective October 1 of each year.

17.2 Contents; Level of Service. The District Facilities Work Program shall contain a five (5) and a ten (10) year capital improvement schedule demonstrating that the Level of Service standards set forth in Section 15 of this Agreement and adopted into the County's and Municipalities' Comprehensive Plans can be achieved and maintained at the end of the planning period adopted for each School Concurrency Service Area. Such five (5) or ten (10) year capital improvement schedule in the District Facilities Work Program shall identify all construction, remodeling or renovation projects and committed and planned revenue sources needed to meet the financial feasibility requirement for each School Concurrency Service Area.

17.3 Contents; Future Planning. As a part of the District Facilities Work Program, and as specified in section 1013.35(2)(a), Florida Statutes, the School Board shall annually adopt a ten (10) and twenty (20) year tentative work plan based upon revenue projections, enrollment projections and facility needs for the ten (10) and twenty (20) year periods. The parties recognize that the projections in the ten (10) and twenty (20) year time frames are tentative and shall be used only for general planning purposes with the exception of the ten (10) year planning period for the Long Term Concurrency Areas described in Section 15 of this Agreement. Upon completion, the District Facilities Work Program and the tentative work plan will be transmitted to the County and Municipalities.

17.4 Amendment of Plan.

(a) The School Board shall not amend the District Facilities Work Program so as to modify, delay or delete any project in the first three (3) years of the program unless the School Board, by a majority vote of its members, provides written confirmation that:

1. The modification, delay or deletion of the project is required in order to meet the School Board's constitutional obligation to provide a County-wide uniform system of free public schools or other legal obligations imposed by state or federal law or constitutional directive; or

2. The modification, delay or deletion of the project is occasioned by unanticipated changes in population projections or growth patterns; or

3. The project schedule or scope has been modified to address concerns of the County or Municipalities, and the modification does not cause the adopted

Level of Service standards to be exceeded in the School Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or

4. The School Board determines that there exists a severe financial crisis brought about through a natural disaster or Act of God, war, or changes to anticipated revenues made by the state of Florida and over which the School Board has not control.

(b) Prior to taking any action authorized under this Section 17.4, the School Board shall publish an advertisement in a newspaper of general circulation not less than fourteen (14) days before the matter is presented to the School Board for a vote, and at such meeting, members of the public shall have the opportunity to address the School Board regarding the proposed action. In addition, notice of such meeting must be provided to all parties to this Agreement via U.S. Mail or acknowledged hand delivery not less than fourteen (14) business days prior to such meeting.

(c) If the School Board modifies, delays, or deletes a project in the first three (3) years of the District Facilities Work Program, pursuant to this Section 17.4, the School Board shall provide written notification of such modification, delay, or deletion to the County and the Municipalities via U.S. Mail or acknowledged hand delivery not less at least fourteen (14) days prior to School Board action.

(d) The School Board may amend the District Facilities Work Program to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the District Facilities Work Program, the School Board must demonstrate its ability to maintain the program's financial feasibility.

Section 18. School Concurrency Implementation Procedures

18.1 Agreement to Implement and Maintain Levels of Service.

(a) The County, Municipalities and the School Board shall ensure that the Level of Service standards set forth in Section 15 of this Agreement and adopted into the County's and Municipalities' Comprehensive Plans for each School Type (as may be amended pursuant to Section 15.4 of this Agreement) are maintained consistent with the requirements of this Agreement. No Site Plan Approval shall be issued by an Applicable Local Government unless the Residential Development is exempt from these requirements as provided in this Section of this Agreement, or until a School Concurrency Recommendation has been issued by the School District indicating whether adequate school facilities exist or will exist to accommodate demand for Available School Capacity. Nothing shall prevent the local governments from placing conditions on the Certificate of School Concurrency to validate or render effective the certificate for the purpose of ensuring that necessary facilities will be in place, in order to validate or render effective the certificate.

(b) The School Board and any Applicable Local Government may by separate agreement modify the procedures set forth in this Section 18 for concurrency review as between the School Board and such Applicable Local Government.

18.2 Exemptions. The following residential uses shall be exempt from the requirements of school concurrency:

(a) Any Residential Development that creates an impact of less than one student.

(b) One single-family house, one (1) duplex, and/or one accessory multi-family unit being developed on an existing platted residential lot of record.

(c) Any building or structure that has received a Building Permit as of the effective date of the Amended Interlocal Agreement.

(d) Any new Residential Development that has Site Plan Approval for a site pursuant to a specific development order approved prior to the effective date of school concurrency, including the portion of any project that has received final subdivision plat approval as a residential subdivision into one (1) dwelling unit per lot.

(e) Any amendment to any previously approved Residential Development, which does not increase the number of dwelling units or change the type of dwelling units (e.g., converts single-family to multi-family, etc.).

(f) Any age-restricted community that qualifies as one of the three types of communities designed for older persons as "housing for older persons" in the Housing for Older Persons Act, 42 U.S.C. § 3607(b). This exemption shall be applied in conformity with the principles set forth in Volusia County v. Aberdeen at Ormond Beach, L.P., 760 So. 2d, 126 (Fla. 2000).

Provided, however, that any senior housing community or dwelling unit that loses its qualification as housing for older persons shall be required to meet applicable school concurrency requirements in effect at the time the qualification as housing for older persons is lost.

(g) Alterations or expansion of an existing dwelling unit where no additional dwelling units are created.

(h) The construction of accessory buildings or structures which will not create additional dwelling units.

(i) The replacement of a dwelling unit where no additional dwelling units are created and where the replacement dwelling unit is located on the same lot. If the type of dwelling unit is different from the original dwelling unit type, the exemption shall be limited to an exemption based on the current student generation rate for the original

dwelling unit type. Documentation of the existence of the original dwelling unit must be submitted to the concurrency management official.

(j) Developments of Regional Impact that have filed a complete application for a development order prior to May 1, 2005, or for which a development order was issued prior to July 1, 2005. This exemption shall expire upon withdrawal, denial, or expiration of the application for a development order. This exemption shall not apply where the developer files a Notice of Proposed Change and/or Substantial Deviation (as provided in statute) to increase the number of Residential Units. If such Development of Regional Impact has been approved, or is approved, through a development order, such exemption shall expire for any phase of the development order upon expiration of the development order build-out date for such phase, or for the entire development order upon expiration of the development order, or upon any material default of the school mitigation conditions of the development order or a related development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(k) The portion of any Residential Development that, prior to the effective date of school concurrency, is the subject of a binding and enforceable development agreement or Capacity Enhancement Agreement designated as a Capacity Commitment Agreement by resolution of the School Board; however, such exemption shall expire upon expiration of the development agreement, Capacity Enhancement Agreement, extension thereof, or upon any material default of the school impact mitigation conditions of such development agreement or Capacity Enhancement Agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(l) Any Residential Development with a letter from the Applicable Local Government vesting it for purposes of complying with school concurrency, or which would be vested at common law for purposes of such concurrency requirement implemented by this Agreement, provided that the School Board may contest a vested rights determination as provided in the Land Development Regulations of an Applicable Local Government.

(m) Group living facilities that do not generate students and including residential facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse sleeping quarters, dormitory-type facilities for post-secondary students, and religious non-youth facilities, regardless of whether such facilities may be classified as residential uses.

18.3 Determination of Applicability of Exemption. An Applicant filing an application for a determination that a Residential Development is exempt from the school concurrency requirements pursuant to Section 18.2 of this Agreement shall submit to the Applicable Local Government and the School Board, along with any other application requirements, sufficient documentation supporting the exemption that the Applicant claims exempts the Residential Development from the school concurrency requirements implemented by this Agreement. The Applicable Local Government shall determine, within thirty (30) business days from receipt of a

completed application for an exemption, whether the Applicant has satisfied the criteria for the claimed exemption and shall notify the Applicant and the School Board in writing of its determination.

18.4 Application Requirements. Any Applicant submitting a School Concurrency Determination Application with a Residential Development component that is not exempt under Section 18.2 of this Agreement shall prepare and submit a Development Analysis to the Applicable Local Government. The Applicable Local Government shall review the School Concurrency Determination Application for completeness, and forward complete applications to the School Board for its review.

18.5 Development Analysis Content. The Development Analysis shall include:

(a) The location of the Residential Development, including applicable tax parcel identification numbers;

(b) The number of Residential Units and unit types (e.g., single-family, multifamily, apartments);

(c) A phasing schedule (if applicable);

(d) A vicinity map showing, as applicable, existing and proposed zoning classifications and existing and proposed future land use categories for areas subject to and adjacent to the parcel for which the concurrency approval is sought;

(e) Any existing request by the School Board or Applicable Local Government for a school site within the parcel;

(f) Whether the Applicant proposes a school site and the estimated date of availability and the provider for on- and off-site infrastructure;

(g) Whether and how the Applicant's proposed school site satisfies the school site selection criteria set forth in this Agreement, or for a site in unincorporated Orange County as required in Art. XVIII, Chapter 38, Orange County Code; and

(h) If an Applicant has previously executed a Capacity Enhancement Agreement, the Applicant must attach a copy of the agreement to the Development Analysis and indicate whether the Residential Development in the application will exceed the capacity provided for in the Capacity Enhancement Agreement.

18.6 Review and Evaluation of Development Analysis. The Applicable Local Government shall transmit the Development Analysis to the School Board, or may require an Applicant to transmit directly to the School Board, for its review under the following review process:

(a) The Applicable Local Government or the School Board may charge the Applicant a non-refundable application fee, which may, in whole or in part, be payable to the School Board to meet the cost of review.

(b) The School Board staff may require additional information from the Applicant.

(c) The School Board staff shall review each Development Analysis in the order in which it is received and analyze whether there is Available School Capacity for each School Type in the affected School Concurrency Service Area to accommodate Development Impact of the Residential Development. Such a review by the School Board shall apply the following criteria:

1. To determine a proposed Residential Development's projected students for the development's projected number and type of Residential Units, the School Board shall determine the number of students projected within the specific School Concurrency Service Area using the school district student generation rate as calculated pursuant to Section 5 of this Agreement.

2. New School Capacity within a School Concurrency Service Area that is in place or under actual construction in the first three (3) years of the District Facilities Work Program will be added to the existing capacity shown in the School Concurrency Service Area, and will be counted to determine Available School Capacity for the Residential Development under review.

(d) Within fifteen (15) business days of receipt of the Development Analysis, the School Board shall have completed its review of the Development Analysis and shall issue a written Preliminary School Concurrency Recommendation.

(e) If the projected student growth from a Residential Development will cause the adopted Level of Service standards to be exceeded in the School Concurrency Service Area, and if Available School Capacity otherwise exists on a district-wide basis, adjacent School Concurrency Service Areas will be reviewed for Available School Capacity.

1. In conducting the Adjacency Review, the School Board shall consider the Available School Capacity in adjacent School Concurrency Service Areas to evaluate projected enrollments. If projected enrollment in one (1) or more adjacent School Concurrency Service Areas does not exceed 95 percent of the adopted level of service and the School District does not exceed 100% of Capacity on a district-wide basis for the School Type measured, the School Board shall issue a School Concurrency Recommendation that School Capacity is available and such capacity shall be available for use by the Residential Development.

2. In the event that the School Concurrency Recommendation is issued based upon Available School Capacity in an adjacent School Concurrency Service Area, the shift of the Development Impact into the adjacent School Concurrency

Service Area shall be documented by describing the method used to shift the Development Impact in the School Board's Preliminary School Concurrency Recommendation Letter.

(f) In the event that there is insufficient Available School Capacity within the first three (3) years of a District Facilities Work Program for the School Concurrency Service Area in which the proposed Residential Development is located and, where applicable, in an adjacent School Concurrency Service Area to accommodate the Residential Development, the School Board shall so state in its Preliminary School Concurrency Recommendation detailing why the Residential Development is not in compliance, and offer the Applicant the opportunity to enter into a sixty (60) day negotiation period to allow time for the mitigation process described in Section 19 of this Agreement. If a proposed mitigation is agreed upon, the School Board shall enter into an enforceable and binding agreement with the Applicable Local Government and the Applicant pursuant to this Agreement.

(g) The School Board may render a Preliminary School Concurrency Recommendation to the Applicable Local Government advising the Applicable Local Government that the School Board and the Applicant have tentatively agreed on a Proportionate Share Mitigation Agreement for the proposed development. The Applicable Local Government may treat such a Preliminary School Concurrency Recommendation as a Final School Concurrency Recommendation finding Available School Capacity exists and may rely on such Final School Concurrency Recommendation to issue a Capacity Encumbrance Letter in accordance with the provisions of this Agreement.

(h) If the School Board finds that there is sufficient Available School Capacity within the subject School Concurrency Service Area, the School Board shall issue a Preliminary School Concurrency Recommendation to the Applicable Local Government and the Applicant so stating. In such event, the Preliminary School Concurrency Recommendation shall also be the Final School Concurrency Recommendation. The Applicable Local Government may then issue a Capacity Encumbrance Letter. The County or the Applicable Local Government shall be responsible for notifying the School Board when a development order for a Residential Development that has received a Certificate of School Concurrency expires or is revoked.

(i) The rendering of a School Concurrency Recommendation by the School Board confirming that Available School Capacity exists shall mean only that school facilities are currently available, and Available School Capacity will not be reserved until the Applicable Local Government issues a Certificate of School Concurrency or its functional equivalent.

(j) The School Board shall develop and implement a process to temporarily set aside capacity during the pendency of a School Concurrency Determination Application or Proportionate Share Mitigation negotiation.

18.7 Capacity Encumbrance and Reservation.

(a) The Applicable Local Government shall issue a Capacity Encumbrance Letter for a Residential Development within twenty-one (21) days from the receipt of a Final School Concurrency Recommendation from the School Board identifying the existence of Available School Capacity. A Capacity Encumbrance Letter issued pursuant to this Section shall be valid for one hundred eighty (180) days from the date of issuance. A Capacity Encumbrance Letter may be extended upon written approval by the Applicable Local Government and notice to the School Board for a period not to exceed an additional one hundred eighty (180) days, provided that the Applicant is able to demonstrate to the Applicable Local Government that the Applicant is proceeding in good faith to obtain necessary development approvals.

(b) Upon Site Plan Approval, the payment of a minimum one third of the Capacity Reservation Fee or all Proportionate Share Mitigation payments (if any), the Applicable Local Government shall issue a Certificate of School Concurrency. Once the Applicable Local Government has issued a Certificate of School Concurrency, Available School Capacity shall be reserved for the Residential Development for three (3) years. On each annual anniversary date of the Certificate of School Concurrency, the Applicant must pay one third of the Capacity Reservation Fee until such fees have been paid in full. Nothing herein shall preclude the Applicant from prepaying in advance any Capacity Reservation Fees required to be paid by this Section. An extension of a Certificate of School Concurrency for a Residential Development beyond the time authorized in Section 18.7(e) below shall require a de novo review for Available School Capacity to be performed by the Applicable Local Government and School Board. To ensure appropriate enforcement of this section, an Applicable Local Government may impose penalties for late or insufficient payments via duly adopted land development regulations.

(c) Any Capacity Reservation Fees paid shall be credited against payment of School Impact Fees.

(d) The Applicable Local Government shall notify the School Board within forty-five (45) days of any failure of any conditions of a Certificate of School Concurrency for a Residential Development.

(e) Upon a showing that an Applicant is proceeding in good faith and has paid all Capacity Reservation Fees the Applicable Local Government and the School Board may agree to extend the term of a Certificate of School Concurrency for up to three (3) additional years.

(f) An Applicant may only obtain building permits in direct proportion to the amount of Capacity Reservation Fees paid.

(g) If, upon the conclusion of the term of the Certificate of School Concurrency and any extensions approved under Section 18.7(d), an Applicant has not (i) incurred extensive obligations or expenses (other than land purchase costs and payment of taxes)

including, but not limited to, legal and professional expenses related directly to the Residential Development or (ii) otherwise substantially changed position in reliance upon the Certificate of School Concurrency, then all reserved or encumbered School Capacity not allocable to units for which building permits have been issued shall become unencumbered and unreserved and a minimum of ninety percent (90 %) of any Capacity Reservation Fees paid shall be refunded to the extent that capacity is no longer reserved. Nothing in this Section shall be interpreted to preclude a Local Government from adopting an ordinance imposing non-transferable and/or non-refundable reservation fees designed to discourage speculation or marketeering in school capacity.

(h) The School Board and any Applicable Local Government may, by separate agreement, modify the procedures for capacity encumbrance and reservation.

18.8 Evaluation of Mitigation.

(a) Upon conclusion of the negotiation period specified in Section 19 of this Agreement, the School Board shall determine whether or not mitigation sufficient to provide capacity to serve the Residential Development has been proposed. If such mitigation has been proposed and agreed to, the School Board shall render a School Concurrency Recommendation documenting that Available School Capacity is or will be available for the Residential Development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the Applicable Local Government, the School Board and the Applicant in a manner consistent with the applicable Land Development Regulations governing developer agreements. Such agreement shall specifically detail mitigation provisions, identify the proposed Residential Development, indicate the financial contribution to be paid by the Applicant, and include any other relevant terms and conditions, including providing for a method of surety in form of a bond or letter of credit in the amount of the contribution, if required.

(b) If mitigation is not agreed to, the School Board shall issue a Final School Concurrency Recommendation to the Applicant and the Applicable Local Government stating how the proposed Residential Development negatively impacts the Level of Service standards in the applicable School Concurrency Service Area and that the School Board and the Applicant were unable to reach agreement on a Proportionate Share Mitigation Agreement.

18.9 School Board Development Monitoring. The School Board shall create and maintain on its website a development review table for each School Concurrency Service Area and for each individual school, and will use the table to compare the projected students from proposed Residential Developments to the School Concurrency Service Area's and each individual school's available capacity programmed within the first three (3) years of the current five (5) or ten (10) year capital planning period. Student enrollment projections shall be based on the first three (3) years of the five (5) or ten (10) year capital planning period and shall be updated annually based on the enrollment counts issued on October 1 of each year. The development review table shall be updated to reflect these counts.

Section 19. Proportionate Share Mitigation

19.1 Intent. In accordance with sections 163.3180(13)(e)1 and 163.3180(13)(f)8, Florida Statutes, in the event that there is insufficient Available School Capacity within a School Concurrency Service Area to meet the demand for School Capacity created by a proposed development, as documented in a School Concurrency Recommendation or in an adjacent School Concurrency Service Area documented in an Adjacency Review, the School Board shall consider Proportionate Share Mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the Developer and the Applicable Local Government to mitigate the Development Impact from the proposed Residential Development by the creation of additional Available School Capacity.

19.2 Calculation of Proportionate Share Mitigation.

(a) When the student impacts from a proposed development would cause the adopted Level of Service standards to be exceeded for a particular School Concurrency Service Area, the Applicant's Proportionate Share Mitigation for the development will be based on the number of additional Permanent Student Stations and additional core and ancillary facilities necessary to meet the Level of Service standards established for the affected School Concurrency Service Area in this Agreement. The amount of Proportionate Share Mitigation will be calculated utilizing the cost per student station allocations for elementary, middle and high school plus the cost of land acquisition, core and ancillary facility requirements and other infrastructure expenditures, including required off-site improvements for school sites, as determined and published annually in the District Facilities Work Program.

(b) The methodology used to calculate Proportionate Share Mitigation shall be as follows:

Proportionate Share Mitigation = (Development Impact - Available Capacity) x Total Cost.[1]

Where:
[1]Total Cost = the cost per student station plus a share of the land acquisition costs, additional core and ancillary facility costs and other anticipated infrastructure expenditures or the estimated cost of school infrastructure needed to provide sufficient Permanent Capacity to the impacted School Concurrency Service Areas, and includes any cost needed to pay the interest to advance a school scheduled in the District Facilities Workplan to an earlier year.

19.3 School Impact Fee Credit. Proportionate Share Mitigation shall be credited against the School Impact Fee otherwise due for the Residential Units within a Residential Development as provided for by statute.

19.4 Relationship of Capacity Enhancement Agreements to Proportionate Share Mitigation. To the extent the Residential Development is subject to a Capacity Enhancement Agreement entered into pursuant to Section 10 of this Agreement, the Capital Contribution paid pursuant to such agreement shall be a credit applied to the Proportionate Share Mitigation, as calculated in this Section. Proportionate Share Mitigation calculated pursuant to this Section 19 shall satisfy all mitigation requirements imposed under a Capacity Enhancement Agreement where the Proportionate Share Mitigation equals or exceeds the amount of mitigation required under a Capacity Enhancement Agreement.

19.5 Negotiation Period. Upon issuance of a Preliminary School Concurrency Recommendation reporting that the Applicant's proposed Residential Development will exceed adopted Level of Service standards, the Applicant may request a meeting with the School Board to discuss how to mitigate the impact from the Residential Development through the creation of additional Available School Capacity. If the parties agree on a mitigation option deemed to satisfy financial feasibility by the School Board, the Applicant shall enter into a binding and enforceable agreement with the School Board and the Applicable Local Government with jurisdiction over the approval of the Site Plan.

19.6 Proportionate Share Mitigation Projects.

(a) Any Proportionate Share Mitigation must be directed by the School Board to a School Capacity improvement identified in, the capital improvement schedule in the financially feasible five (5) year district work plan of the District Facilities Work Program, and in the Capital Improvements Element in the Comprehensive Plan of the County and the Municipalities to maintain financial feasibility based upon the adopted Level of Service standards. If a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to mitigate the impacts from a proposed Residential Development, so long as the financial feasibility of the District Facilities Work Program can be maintained and so long as the Applicable Local Government agrees to amend its Capital improvements Element to include the new School Capacity improvement.

(b) Mitigation options that provide permanent capacity are subject to School Board approval and may include, but are not limited to:

1. Contribution of land in conjunction with the provision of an additional school site meeting the school siting criteria, or adjacent land for expansion of an existing facility; or

2. Provision of additional Permanent Student Stations through the donation of buildings for use as a primary or alternative learning facility, provided that such building meets the State Requirements for Educational Facilities; or

3. Provision of additional Permanent Student Stations through the renovation of existing buildings for use as learning facilities; or

4. Construction of Permanent Student Stations or core facilities; or

5. Construction of a school in advance of the time set forth in the District Facilities Work Program; or

6. Creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or

7. Construction of a charter school designed in accordance with the State Requirements for Educational Facilities and providing Permanent Student Stations. Use of a charter school for mitigation must include provisions for its continued existence, including but not limited to the transfer of ownership of the charter school property and/or operation of the school to the School Board in the event of the closure of the Charter School; or

8. The contribution of funds or other financial commitments or initiatives acceptable to the School Board to ensure that the financial feasibility of the District Facilities Work Program can be maintained by the implementation of the mitigation options.

(c) The value of donated land shall be based upon a written appraisal prepared by an M.A.I. appraiser who was selected from a list of approved appraisers provided by the School Board. The valuation standard utilized by the M.A.I. appraiser shall be the fair market value of the donated land using the land uses and approvals in place prior to the submission of the Residential Development approval that triggered the proportionate share process. The subject land's highest and best use shall be determined without any consideration of any enhanced value of the donated land resulting from approval by the County or the Applicable Local Government of the School Concurrency Determination Application with respect to which the land donation constituted a Proportionate Share Mitigation option.

Section 20. Resolution of Disputes

If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 or 186, Florida Statutes, or the Regional Dispute Resolution Process of the East Central Florida Regional Planning Council. This provision does not prohibit the School Board from contesting a vested rights determination as authorized in section 18.2(l) of this Agreement.

Section 21. Oversight

Oversight and evaluation of the school concurrency process is required pursuant to section 163.3180(13)(g)6.c., Florida Statutes. One or more representatives each of the County Commission, the governing body of each Municipality and the School Board will meet at least

once annually in a joint workshop session at which the public has the opportunity to be heard. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the School Board, the County Commission, and the Municipalities' Commissions or Councils to hear reports regarding the implementation of this Agreement, discuss policy, set direction and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Orange County Public Schools shall be responsible for making meeting arrangements and providing notification. Public notice of these meetings shall be given in order that citizen oversight of the implementation of this Agreement shall be afforded.

Section 22. General Provisions

22.1 Headings. The headings or captions used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

22.2 Severability. If any part of this Agreement is determined by a Court of competent jurisdiction to be invalid, the part determined to be invalid shall be severed from this Agreement, and the remainder of this Agreement shall continue in force and effect.

22.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

22.4 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

Section 23. Amendment

Any amendments or modifications to this Agreement must be in writing and must be executed by all parties hereto.

Section 24. Effective Date

This Agreement will be effective within the County and each Municipality upon the adoption of each jurisdiction's Public School Facilities Element and amendments to the other elements of the respective Comprehensive Plans necessary to implement school concurrency. The failure of any or each of the proposed parties hereto to execute this Agreement shall not in any way affect the validity of this Agreement as between the other signatory parties hereto.

Section 25. Execution in Counterparts

This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives set forth above.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY OF WINTER PARK

_____
Mayor Kenneth W. Bradley

ATTEST:

_____
Cynthia S. Bonham, City Clerk

"SCHOOL BOARD"

Signed, sealed and delivered in the presence of:

Margarita Rivera
Print name: Margarita Rivera

Angela Rozelle
Print name: Angela Rozelle

Margarita Rivera
Print name: Margarita Rivera

Angela Rozelle
Print name: Angela Rozelle

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: _____

Name: Bill Sublette

Title: Chair, School Board

Attest: _____
Ronald Blocker, its Secretary and Superintendent

{Corporate Seal}

Date: March 11, 2011

Approved as to form and legality by Eileen D. Fernández, the Office of the General Counsel for the School Board of Orange County, Florida, this 11th day of March, 2011

_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of March, 2011, by Bill Sublette, as Chairman and Ronald Blocker, as Secretary and Superintendent of the School Board of Orange County, Florida, a corporate body organized and existing under the constitution and laws of the State of Florida. Said persons (check one) ✓ are personally known to me or ___ produced _____ as identification.

Deborah M. McGill

Notary Public State of Florida
Deborah M McGill
My Commission EE035472
Expires 12/23/2014

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission expires: _____

city commission agenda item

item type	Consent Agenda	meeting date	September 26, 2011
prepared by department division	FY 2012 Strategic Plan City Management	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ☐ N|A	final vote

subject

FY 2012 Strategic Plan

motion | recommendation

Adopt FY 2012 Strategic Plan

background

On April 5, 2011 the City Commission held a strategic planning session where they developed budget goals and provided direction on many key issues facing the City. Included in the discussions was a revision to the City's vision. Attached is the strategic plan modified by staff and submitted as part of the FY 2012 Proposed Budget. The draft plan was prepared based on discussions at the strategic planning session and efforts to meet budget goals.

alternatives | other considerations

Modifications may be made at the discretion of the Commission.

fiscal impact

long-term impact

strategic objective

City of Winter Park Strategy Map Fiscal Year 2012

June 30, 2011

DRIVERS

Vision

Be the best place to live, work and play in Florida for today's residents and for future generations.

- Residents and businesses will thrive and visitors will enjoy our history and community spirit.
- We will maintain a safe and healthy environment while preserving our city's friendly, hometown atmosphere and celebrating the diversity of its people.
- We will provide extensive recreational and cultural opportunities.
- We will provide municipal services of the highest quality in a fiscally prudent and customer friendly manner.
- We will achieve our vision through a commitment to a healthy economy, a vibrant downtown, and preservation of our environment, charm, culture and vital neighborhoods.

Values

- Spirit of volunteerism and ownership throughout our community
- Respect for heritage and culture
- Preserving character and charm
- Commitment to our environmental assets
- Economic viability and sustainability for future generations
- Diversity, both economically and culturally across generations
- Recognition of value in cultivating regional relationships while preserving our identity
- Integrity, honesty and respect in all interactions
- Decision-making based on facts and citizen participation
- Governance that is accessible, accountable and efficient
- Quality neighborhoods

DIFFERENTIATORS

Unique Sense of Place

- Charming village character & scale
- Attractive place to visit
- Heritage & culture
- Central Park
- High quality of life
- Pedestrian friendly
- Vibrant Central Business District (CBD)

Diverse Character & Quality of Neighborhoods

- Lakefront estate lots
- Historic neighborhoods
- Variety of housing options
- Strong sense of community
- Neighborhood Council
- Community involvement

High Quality of Services

- Fiscally responsible
- Exceptional
  - Customer service
  - Public safety
  - Responsiveness
  - Infrastructure & services
- Professional & responsive staff

Environmental Assets

- Extensive Tree Canopy
- Recreational opportunities for all ages
- 10 acres of parks per 1000 residents
- Healthy city lakes

Life-long Learning

- Excellent public & private education for K-12 & adults
- Rollins College & Valencia Community College as an integrated community partner
- World class library, museums & cultural experiences

Full-Service City

- Own electric utility
- Own police & fire
- Hospitals & schools
- Diverse shopping options

STRATEGIC OBJECTIVES

Quality environment	Quality development & redevelopment	Quality government services & financial security	Quality facilities & infrastructure	Quality economic development

INITIATIVES

Quality environment

- Finalize Civility Code
- Work towards achieving the Green Local Government's Platinum level
- Increase average lake water clarity – currently 2.4 meters, long-term goal three meters
- Offer 20 new recreational programs to appeal to a wider and more diverse audience

Quality development & redevelopment

- Continue to develop & redevelop underdeveloped, non-residential corridors
- Incentivize Ravaudage development and reannexation with a no-direct cost to existing tax payers approach

Quality government services & financial security

- Maintain current levels of service and current millage rate
- Fund $1 million toward establishing a goal of having 30 percent of recurring expenses in the city's reserves
- Be in the top 35 percent of pay and top 50 percent in benefits based on the approved list of benchmark jurisdictions
- Provide additional methods of communication to increase opportunities for public input

Quality facilities & infrastructure

- Increase median maintenance and construction of new sidewalks
- Complete the Fairbanks Avenue Improvement project including the construction of new sewer system and some beautification
- Complete Capital Improvement Plan (CIP) projects on time and within budget
- Place all electric distribution facilities underground as soon as possible while maintaining competitive electric rates

Quality economic development

- Finalize economic development master plan
- Establish long-term goal for appropriate balance between residential and commercial property valuations
- Finalize framework and support businesses in establishing a Business Improvement District (BID)

DRAFT

city commission agenda item

item type	Action Item Requiring Discussion	meeting date	September 26, 2011
prepared by department division	Dori DeBord Economic Development/CRA	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	EDAB	■ yes ☐ no ☐ N|A	6-0 final vote

subject

Review the Notice of Disposal proposals on 941 W. Morse Boulevard and, if desired, direct staff to enter into negotiations with a selected development team.

motion | recommendation

Staff is seeking City Commission direction with regard to potential redevelopment of city-owned property located at 941 W. Morse Boulevard.

Background

Based on several development offers presented to staff over the past several months, the City Commission directed staff to advertise a Notice of Disposal pursuant to Chapter 163.380, Florida Statutes, on city-owned property located at 941 W. Morse Boulevard. The advertisement appeared on July 28, 2011 and proposals were due to the City Clerk on August 29, 2011.

There are five proposals submitted for consideration under this action. The proposers include Atlantic Housing, Casto, CNL, Eagle Summit Partners and Pollack. Atlantic Housing and Pollack are individually proposing multi-family development on the site and both are offering straight sale of the property. Casto is interested in establishing a joint venture partnership with the City with terms to be established that would be beneficial to both parties. CNL is requesting a property exchange with the Progress Point site located on Orange Avenue. Eagle Summit Partners is proposing a assisted living/memory care project with a sale. Each of these projects is outlined in Attachment "A" with additional detail of the proposal.

The Economic Development Advisory Board (EDAB) met twice on these proposals. At their first meeting on Tuesday, September 13, 2011 they heard brief presentations by each of the proposers. At their meeting on Monday, September 19, 2011 they discussed the benefits and concerns of each of the proposals. Their recommendation to the City Commission is to negotiate with both Casto and CNL for an advantageous deal, requiring more detail about job creation and return on investment (ROI). They also wanted to make it clear that timing is important and that while there may be a need to move quickly, there is also a need to allow enough time to adequately answer and address concerns the city may have regarding the project. They suggested that the City create a timeframe that is reasonable to allow for adequate consideration of the economic impact of the deal.

By e-mail to staff on Friday, September 16, 2011, Pollack has withdrawn their offer citing a lack of staff support to consider higher densities within the City's Comprehensive Plan.

alternatives | other considerations

The City Commission can choose to reject all the proposals at this point in time. There is no obligation on the part of the City to dispose of the property. Should the City choose to not pursue any of these offers, staff would recommend a workshop to discuss opportunities and direction on this site for future consideration.

fiscal impact

Any development by a private entity on this parcel will create taxable revenue for the City and the CRA. The taxable value may range from $8 to $12 million. In addition, the City would collect other fees such as utilities which add to the value of the development.

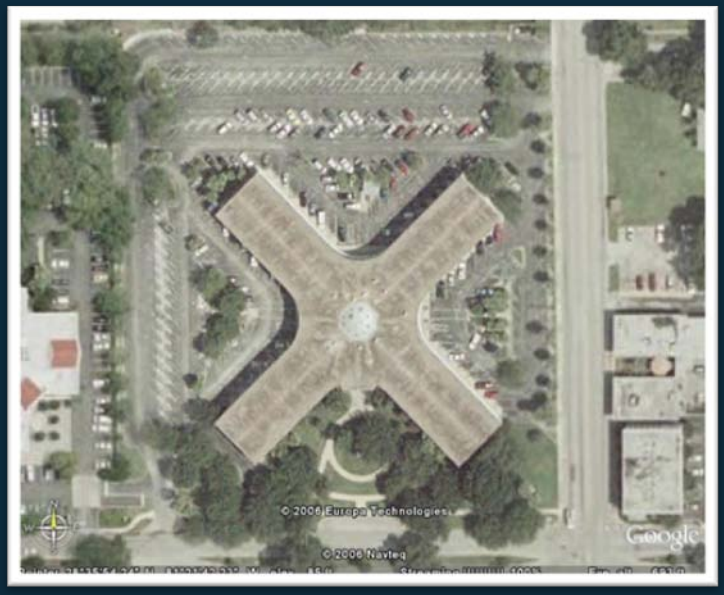
long-term impact

One of the key components of any community redevelopment effort is to create viable redevelopment opportunities that offset the blight within a community redevelopment area. Any of these projects would directly impact the area and offer new construction and new development in this area. Another important component of a project is job creation. Several of the opportunities outlined in the proposals offer job creation.

strategic objective

CITY OF WINTER PARK NOTICE OF DISPOSAL

941 West Morse Boulevard, Winter Park, FL 32789



The City of Winter Park is seeking to dispose of its property located at 941 West Morse Boulevard. The property is just north of Fairbanks Avenue at the intersection of West Morse Boulevard and North Denning Drive. This high profile parcel is centered in the heart of Winter Park and is less than one mile from Winter Park's historic Park Avenue and Hannibal Square.

- Parcel No. ID 01-22-29-3604-04-000
- 63,894 SF office building with on-site parking
- Future Land Use: Office Professional
- Just four blocks west of the future Winter Park SunRail stop
- Great vehicular visibility
- 5.0 acres on Morse Boulevard
- Maximum height limit of 42.5 feet
- Zoned O-1
- Easy access from Morse Boulevard and Denning Drive
- Pedestrian access to US Hwy. 17-92 and Winter Park Village

Additional information is available from:

- Economic Development/CRA Department in City Hall (401 Park Avenue South)
- Dori DeBord, Economic Development/CRA Director
  ☎ 407-599-3665 or ✉ ddebord@cityofwinterpark.org

All proposals must be delivered to the Office of the City Clerk on or before Monday, August 29, 2011, at 10 a.m.

It is the respondent's responsibility to be sure that all information submitted is correct and complete and that the requirements for the proposal have been met. Failure to do so may cause the proposal to be rejected from consideration. The city reserves the right to accept or reject any or all proposals, in part or in total, as deemed in the best interests of the city.

Property Description:

The City of Winter Park, Fla., intends to dispose of its property at 941 West Morse Boulevard, Winter Park, Fla., Tax Parcel Identification Number 01-22-29-3604-04-000, also described as All of Block D and the vacated street on the east and the vacated street on the north in the Hills Addition to Winter Park as recorded in Plat Book C, page 50, of the Public Records of Orange County, Fla. An existing 63,894 square foot office building, known as the McCarty Building which was originally constructed in 1958, is currently on the site. This parcel is located within the city's community redevelopment area. The property is designated as Office on the city's Future Land Use Map and is in the city's O-1 Zoning District.

- The city is interested in job creation and redevelopment. The ability to provide immediate tenants to the space will be a consideration during the review of the project.
- The site can be demolished or rehabilitated depending on the developer's preference.
- The site should be developed within the threshold of the .45 Floor Area Ratio permitted under the city's Land Development Code.
- The green space and tree canopy fronting West Morse Boulevard are critical to the redevelopment of the site. The city strongly encourages developers to incorporate it into the design.

Proposal Submission:

Sealed proposals, including one original and five copies shall be delivered to the Office of the City Clerk, in City Hall, 401 Park Avenue South, Winter Park, Fla., 32789 on or before Monday, August 29, 2011 at 10 a.m., or they will not be considered. It is the sole responsibility of the respondent to see that the company or individual's proposal is in the hands of the city, stamped and dated by personnel in the City Clerk's office before the due date and time indicated herein.

It is the respondent's responsibility to be sure that all information submitted is correct and complete and that the requirements for the proposal have been met. Failure to do so may cause the proposal to be rejected from consideration. The city reserves the right to accept or reject any or all proposals, in part or in total, as deemed in the best interests of the city. The city accepts no responsibility for any costs incurred during the preparing or presenting of the proposals. All proposals must be submitted in writing; no fax or telephone proposals will be accepted. All proposals must be marked on the outside of the envelope with the proposal name and the time and date of the opening.

For further information please contact Dori DeBord, Economic Development/CRA Director at 407-599-3665 or by e-mail at ddebord@cityofwinterpark.org

State Office Building NOD Proposals

Project Developer	Atlantic Housing Partners, LLP		Casto	CNL/Progress Point LLC	Eagle Summit Partners	Pollack Partners	Current Conditions
Proposal Type	Sale		Joint Venture	Property Exchange	Sale	Sale	
Proposed Uses	Multi Family "A"	Multi Family "B"	Mixed Use	Office	Senior Living Village	Multi-family Residential	
Details	137 unit active senior lifestyles (age 55+)	106 unit family	Casto and the City would contribute, free and clear their parcels into a joint venture. Casto would front the cost of preliminary design (up to $50,000) to be repaid from the sale or income from the joint venture. Casto will operate as the master developer for both properties and be the managing partner of the Joint Venture, responsible for the day-to-day management including financing, design and engineering of the project based on mutual consent by the City and Casto.	CNL proposes to exchange property owned by the City at 941 W. Morse Boulevard for property owned by Progress Point, LLC located at 1150 N. Orange Avenue. This will be through fee-simple transfer of the property title. The City will provide credit for the demolition of the State Office Building on the City property.	Eagle Summit Partners proposes a project known as Celebrations Winter Park - consisting of 115 unit Assisted Living Facility and a separate 48 unit memory Care Center. The total square footage of both buildings is 139,733 square feet.	Pollack Partners proposes to construct and operate a multifamily long term rental residential development of at least 325 units.	FLUM Designation: Office and Professional
Project Details	Three 4 story buildings; 1.1 parking spaces/unit, underground retention, bus shelter along Denning, balconies along Denning	Three 3 story buildings; 1.6 parking spaces/unit; underground retention; bus shelter location along Denning	Proposed Mixed Use Development which may include the following components: Office, Library, Commercial, Hotel, Senior Living, Parking Structure	Upon the exchange of property, the developer intends to demolish the existing building and construct approximately 80,000 square feet of office space on the site. Upon successful execution of the exchange process, the developer intends to have the building constructed by mid-year 2013.	The Assisted Living Community is proposed as a three story structure, primarily facing Denning Drive. The two-story Memory Center will be located internal to the site. The parking area rings the west side of project with1.02 parking spaces/unit.	This multifamily project will contain three to four story buildings wrapping a concealed concrete parking deck. The density of the project is up to 75 DU/acre. Deck parking is 1.65 spaces/unit. Upon contract acceptance, the developer estimates final completion by January 2013.	**Permitted Zoning**: O-1; Conditional Use of residential up to 17 DU/acre above ground/first floor; Maximum FAR of .45; Maximum Building Height 3 Stories
Purchase Price	$1,000,000		TBD	Exchange	$1,650,000	$6,200,000	Purchased by the CRA for $540,000 in 2005
Benefits:	Multi-Family Option "B" could be met through a change of land use to High Density Residential with a rezoning to R-4. Density aside, this project would fit into the needs of the area and could provide multi-family housing stock that would complement the City's park and Winter Park Village.		A joint venture provides the City and Casto the opportunity to plan and construct a unified development within the CRA. This program would allow the City to have long-term investment on the property through a lease agreement or a potential future sale of the land. This proposal could offer the most lucrative long-term return on the property based on anticipated increases in property values and combining the two parcels for even greater development opportunity.	The exchange of these two properties has the potential to provide for immediate redevelopment within the CRA along the Morse Boulevard corridor, a gateway into downtown Winter Park. The proposed building also meets all current land use and zoning code requirements. Added benefits area useable parcel of land at somewhat equal value along Orange Avenue, another Winter Park gateway, that the City could either utilize or sell at a later date. This parcel also has permitted uses under the Office land use and O-1 zoning but has been designated in the Comprehensive Plan as a potential PD-1 site. CNL has also mentioned the possible location of a corporate headquarters as a major tenant in the new construction. This would continue to add energy and recognition as a center for corporate headquarters in this area.	The proposal provides an analysis showing the lack of senior housing facilities within the Winter Park area, specifically around this corridor. Eagle Summit Partners estimates the value to the tax base between $15 million and $20 million at build out, providing 67 permanent jobs to the City of Winter Park. These residents would be able to utilize the proximity to the Winter Park Village and the City's park facilities.	The proposal outlines the need for multi-family residential units within this corridor and that a higher density lifestyle is needed to provide substantial yield to provide return on the property. This type of use would continue to promote the City's concept of walkability and community.	
Est. Taxable Value at Completion:	$10.4 million (137 residential units at $76,000 Taxable Value per unit)	$8.06 million (106 residential units at $76,000 Taxable Value per unit)	Cannot be determined.	$9.02 million (82,000 SF Office building at $110 Taxable Value per SF)	$12.4 million (163 residential units at $76,000 Taxable Value per unit)	$24.7 million (325 residential units at $76,000 Taxable Value per unit)	Property is exempt from taxation but currently assessed at $5.24 million.
Est. Annual Tax Revenue to CRA (Based on WP and OC millage of 4.0923 and 4.4347 respectively)	$ 84,247	$ 65,291	Cannot be determined.	$ 73,067.86	$ 100,448	$ 200,086	NA
Concerns:	Multi-Family Option "A" would require a change to the height limit in this area and the density exceeds the maximum allowable density for any residential designation in the Comprehensive Plan. Additionally, the sale price offered for the property is significantly below both the Property Appraiser's assessment as well as any appraisals that have been completed within the past two years on the site. If the City were interested in pursuing either of these uses, a sales price would need to be negotiated that reflects a price closer to current market value.		There would need to be a land use amendment and rezoning on both parcels to allow for a mixed use concept. There is also limited information about the terms of a joint venture agreement provided in the proposal, especially with regard to any development timing.	There is no cash offered to the City as part of this deal. The overall value of both parcels becomes the significant concern with this proposal. The City solicited an appraisal of both parcels in June, 2011. The appraisals showed the State Office Building site valued at $6.5 million and the Progress Point site valued at $4.7 million. CNL also contracted for appraisals on both sites. Their appraisals show the sites valued at $5.01 million and $4.88 million respectively. CNL has also included an exchange table in their proposal that narrows the value further, given the credit requested for the demolition of the building and the payment of the Orange Avenue assessments. Staff recognizes that there could be a continued debate with regard to the appraisals. Given this, the City may want to consider any difference in he appraisals as an incentive to the developer to encourage the redevelopment of the site and the possible placement of one if not two corporate headquarters, further enhancing this corridor.	This project would require a change of land use and rezoning. The overall FAR exceeds the City's current permitted density coverage on this parcel. In addition, the developer has submitted a sales price that is significantly below the current appraised value of the property. If there was interest to develop this use, the City would need to negotiate an acceptable sales price based on current market value.	The proposed project density far exceeds any allowable density in the City's Comprehensive Plan. To the extent that it is proposed to be three times higher than the high density land use category would require significant modifications to the City's Comprehensive Plan. With that noted, the ability to utilize this increased density in any other area of the City becomes a concern. Additionally, while the price point is higher than the appraised value of the property, the significant change to the City's Comprehensive Plan and the potential change of the land value caused by this change makes this proposal difficult to evaluate. Should the City make such a significant change to the Comprehensive e Plan, it would shift the potential entitlements and value of the City's property as well, thereby allowing greater value than appraised to date. Should that occur, the City should reconsider offers for this site based on these new densities.	

Atlantic
HOUSING PARTNERS, LLLP

CITY OF WINTER PARK

Proposal in response to City of Winter Park's disposal of property located at 941 West Morse Blvd., Winter Park, Florida (Tax Parcel ID 01-22-29-3604-04-000)

Atlantic
HOUSING PARTNERS

August 29, 2011

Office of the City of Winter Park Clerk
401 Park Avenue South
Winter Park, Florida 32789

Re: Proposal in response to City of Winter Park's disposal of property located at 941 West Morse Blvd., Winter Park, Florida (Tax Parcel ID 01-22-29-3604-04-000)

To Whom It May Concern:

We are most pleased, on behalf of our entire development team, to submit our proposal in response to the city of Winter Park's Notice of Intent to Dispose of Property located at 941 West Morse Boulevard. All members of the development team, led by Atlantic Housing Partners, L.L.L.P. have participated in the process of carefully studying and analyzing the exciting opportunity to redevelop this site within the Winter Park Community Redevelopment Area ("CRA"). As a result of this process, each member of the development team has had a profound effect on the substance of this submission and the central themes of our proposed plan for the site.

Development Team Members

As you can see in the brief background information below, the development team consists primarily of Winter Park-based companies, and as such, have a special vested interest as stakeholders in the success of the redevelopment of the site. We believe our development team is second to none and has the capacity and financial strength to ensure a successful transformation of this site to a community that will thrive in Winter Park.

We are proud of our achievements, especially the spectacular success we have enjoyed through the real estate recession of the recent past. We have enclosed detailed background information on each of the team members in the attached information, but here is a summary for each.

Developer:

Atlantic Housing Partners, L.L.L.P. ("Atlantic")
Atlantic, whose headquarters are at 700 W. Morse Blvd. in Winter Park, is a national leader in the development of workforce housing. Atlantic's principals have developed over 100 multifamily communities in 9 states producing more than 20,000 apartment homes. Due to its financial strength, innovative financing concepts and overall development expertise, Atlantic was able to develop 12 communities during the darkest days of the rest estate recession from 2007-2011 when many real estate companies were struggling.

General Contractor: **CPG Construction, L.L.L.P. ("CPG")**
CPG, an affiliate of Atlantic and also based in Winter Park, is recognized as a leader in general contracting for multifamily housing communities. CPG and its principals have constructed over 20,000 apartment homes in over 100 multifamily communities. CPG focuses on incorporating "green" building features and concepts in its communities.

Management Company: **Concord Management, Ltd. ("Concord")**
Concord, founding in 1998, is a multifamily housing management company with its corporate office in Maitland with a portfolio of over 32,000 apartment homes in 10 states. Concord is considered the premier workforce housing management company in Florida.

General Partner of Owner: **Southern Affordable Services, Inc. ("SAS")**
SAS, also based in Winter Park, is a 501(c)(3) not-for-profit corporation formed with the purpose of providing housing to persons with low and moderate incomes. SAS is the general partner of the owner of the recently completed "The Fountains at Pershing Park", a 92-unit community located in unincorporated Orange County. SAS is also the general partner of nine other communities located throughout Florida.

Architect: **Slocum Platts Architects, P.A. ("Slocum Platts")**
Slocum Platts, also based in Winter Park, is a premier architectural firm specializing in innovative design and providing detail-oriented services to their clients. Slocum Platts' attention to detail and tasteful design concepts result in aesthetically pleasing, significant architectural achievements.

Plan for Redevelopment

The development team proposes the redevelopment of the site as a "workforce" multifamily housing community consisting of either a 137-unit community targeting active "seniors" (age 55 and over) or a 106-unit multifamily community targeting "families". The development team will decide whether to adopt the plan targeting "seniors" or "families" after thoroughly analyzing the market need for each type of housing and choosing the best plan to proceed with in the redevelopment of the site under either plan. The community will be rich with appropriate amenities and will be designed and constructed to the highest standards. We have included conceptual plan layouts for both the "senior" community as well as for the "family" community. The plan intends to incorporate a great deal of "green space" and tree canopy into this wonderfully high profile site centered in the heart of Winter Park less than one mile from historic Park Avenue and Hannibal Square.

Proposed Purchase Price

The proposed purchase price, which we believe will allow the development team to produce a quality, feasible and sustainable community is as follows:

$1,000,000.00

The development team represented in this submission seeks your enabling selection and is enthusiastic, confident and interested in the mission ahead of acquiring the site and transforming it into a community which we, the City of Winter Park, and the future residents will be proud. We believe our success is measured by the legacy we create in the communities we serve. We are committed to the City of Winter Park and offer our vision for the redevelopment which we believe can be implemented swiftly and successfully.

We stand ready to answer any questions or provide additional information that might arise.

Sincerely,

W. Scott Culp

Atlantic
HOUSING PARTNERS

The principals of Atlantic Housing Partners, L.L.L.P. ("Atlantic") are national leaders in the development of workforce housing. Based in Central Florida, they have become a strong force in the industry utilizing their expertise in real estate, finance, and construction while working effectively with local government entities to expedite approvals in the development process. Atlantic's principals and their affiliates have developed over 100 communities in 9 different states, producing more than 20,000 units.

The combination of the principals of Atlantic's development experience, financial resources, and sense of community needs and awareness ensure that residents will be proud of the resulting community.

Please visit the website for additional information about Atlantic Housing Partners, L.L.L.P. and to see pictures of the existing portfolio, www.atlantichousing.com.

MICHAEL J. SCIARRINO is President and Managing General Partner of Atlantic. He oversees all company development activities specializing in the multi-family development industry, particularly in the Housing Tax Credit and Tax Exempt Multi-Family Mortgage Revenue Bond programs.

Prior to his founding of Atlantic, he was a principal of the CED Company, a workforce housing developer. Mr. Sciarrino also previously worked as a CPA with the international accounting firm of KPMG and received his Bachelor of Science and Master of Accounting degrees from Virginia Polytechnic University.

SCOTT CULP is the Executive Vice President of Atlantic. He directs the management of all land planners, engineers, environmental consultants, architects and attorneys in coordination with all governing jurisdictional agencies for the complete development approval process. He also directs the management of all estimating, bidding, contract negotiations, construction management and general contracting for all community development.

Mr. Culp earned his Bachelor of Science in Building Construction from Auburn University and holds a Florida State Certified General Contractor license. He was appointed by the Governor of Florida to serve on the Affordable Housing Study Commission and the Hurricane Housing Work Group. He is a member of the local and national HBA and the Greater Orlando Leadership Foundation. He has served as Chairman, Vice Chairman and Director of the Florida Coalition of Affordable Housing Providers.

Atlantic HOUSING PARTNERS

Experience of Developer

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Beach Village at Palm Coast Apartments	Palm Coast	Flagler	FL	New Construction	Garden	106
Cape Morris Cove - Phase I	Daytona Beach	Volusia	FL	New Construction	Garden	130
Cape Morris Cove - Phase II	Daytona Beach	Volusia	FL	New Construction	Garden	47
Club at Eustis Village	Eustis	Lake	FL	New Construction	Garden	96
Covington Club Apartments	Oviedo	Seminole	FL	New Construction	Townhomes	94
Fairview Cove - Phase I	Tampa	Hillsborough	FL	New Construction	Garden	88
Fairview Cove - Phase II	Tampa	Hillsborough	FL	New Construction	Garden	65
Fountains at Falkenburg	Tampa	Hillsborough	FL	New Construction	Garden	152
Fountains at Millenia - Phase I	Orlando	Orange	FL	New Construction	Garden	162
Fountains at Millenia - Phase II	Orlando	Orange	FL	New Construction	Garden	32
Fountains at Millenia - Phase III	Orlando	Orange	FL	New Construction	Garden	82
Fountains at Millenia - Phase IV	Orlando	Orange	FL	New Construction	Garden	100
Fountains at San Remo Court	Poinciana	Osceola	FL	New Construction	Garden	130
Hammock Harbor Apartments	Rockledge	Brevard	FL	New Construction	Garden	122
Howell Branch Cove	Winter Park	Seminole	FL	New Construction	Townhomes	56
Kathleen Pointe	Lakeland	Polk	FL	New Construction	Garden	80
Lakewood Pointe Apartments	Tampa	Hillsborough	FL	New Construction	Garden	144
Malabar Cove - Phase I	Palm Bay	Brevard	FL	New Construction	Garden	76
Malabar Cove - Phase II	Palm Bay	Brevard	FL	New Construction	Garden	72
Marbella Cove	Orlando	Orange	FL	New Construction	Garden	104
Marbella Pointe	Orlando	Orange	FL	New Construction	Garden	120
Oviedo Town Centre - Phase I	Oviedo	Seminole	FL	New Construction	Garden	106
Oviedo Town Centre - Phase II	Oviedo	Seminole	FL	New Construction	Garden	34
Oviedo Town Centre - Phase III	Oviedo	Seminole	FL	New Construction	Garden	72
Oviedo Town Centre - Phase IV	Oviedo	Seminole	FL	New Construction	Garden	24
Rolling Acres - Phase I	Lady Lake	Lake	FL	New Construction	Garden	104
Rolling Acres - Phase II	Lady Lake	Lake	FL	New Construction	Garden	35
Southwinds Cove	Leesburg	Lake	FL	New Construction	Townhomes	112
Spring Lake Cove - Phase I	Fruitland Park	Lake	FL	New Construction	Garden	96
Spring Lake Cove - Phase II	Fruitland Park	Lake	FL	New Construction	Garden	48
Taylor Place Apartments	Deland	Volusia	FL	New Construction	Garden	106

Updated 7/11/2011

TOTAL 2,795

Atlantic HOUSING PARTNERS

Experience of Developer's Principals prior to Atlantic Housing Partners, L.L.L.P.

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Arrow Ridge Apartments	Kissimmee	Osceola	FL	New Construction	Garden	320
Belle Isle Apartments	Orlando	Orange	FL	New Construction	Garden	336
Berkshire Club Apartments	Orlando	Orange	FL	New Construction	Garden	288
Brandon Crossing Apartments	Brandon	Hillsborough	FL	New Construction	Garden	200
Brentwood Club on Millenia Blvd.	Orlando	Orange	FL	New Construction	Garden	312
Bridgewater Club	Spring Hill	Hernando	FL	New Construction	Garden	192
Brittany Bay Apartments - Phase I	Naples	Collier	FL	New Construction	Garden	184
Brittany Bay Apartments - Phase II	Naples	Collier	FL	New Construction	Garden	208
Brookside Apartments	Newberry	Alachua	FL	New Construction	Garden	176
Brookwood Forest Apartments	Jacksonville	Duval	FL	New Construction	Garden	168
Cambridge Cove Apartments	Lakeland	Polk	FL	New Construction	Garden	200
Caribbean Key Apartments	Orlando	Ornage	FL	New Construction	Garden	352
Charleston Club Apartments	Sanford	Seminole	FL	New Construction	Garden	288
Commander Place Apartments	Orlando	Orange	FL	New Construction	Garden	216
Cove at Lady Lake Apartments	Lady Lake	Lake	FL	New Construction	Garden	176
Cypress Club Apartments	Orlando	Orange	FL	New Construction	Garden	228
East Lake Apartments	Orlando	Orange	FL	New Construction	Garden	288
Falcon Trace Apartments	Orlando	Orange	FL	New Construction	Garden	252
Glenn on Millenia Blvd. Apartments	Orlando	Orange	FL	New Construction	Garden	192
Harbor Cove Apartments	Gainesville	Alachua	FL	New Construction	Garden	208
Harris Cove Apartments	Leesburg	Lake	FL	New Construction	Garden	128
Hatteras Sound Apartments	Sanford	Seminole	FL	New Construction	Garden	184
Heather Glenn Apartments	Ft. Walton Beach	Okaloosa	FL	New Construction	Garden	168
Heritage Pines Apartments	Tampa	Hillsborough	FL	New Construction	Garden	340
Heron Park Apartments	Naples	Collier	FL	New Construction	Garden	248
Hunters Creek Apartments	DeLand	Volusia	FL	New Construction	Garden	192
Hunters Run Apartments	Tampa	Hillsborough	FL	New Construction	Garden	216
Hunters Run Apartments - Phase II	Tampa	Hillsborough	FL	New Construction	Garden	192
Lake Harris Cove Apartments	Leesburg	Lake	FL	New Construction	Garden	152
Lakewood Shores Apartments	Brandon	Hillsborough	FL	New Construction	Garden	184
Landings on Millenia Blvd. Apartments	Orlando	Orange	FL	New Construction	Garden	336

Atlantic HOUSING PARTNERS

Experience of Developer's Principals prior to Atlantic Housing Partners, L.L.L.P.

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Lee Vista Club Apartments	Orlando	Orange	FL	New Construction	Garden	312
Lexington Club at Hunters Creek	DeLand	Volusia	FL	New Construction	3 story w/elevator	214
Lexington Club at Renaissance Square	Clearwater	Pinellas	FL	New Construction	3 story w/elevator	240
Lexington Club at Vero Beach Apartments	Vero Beach	Indian river	FL	New Construction	3 story w/elevator	184
Loma Vista Apartments	Oviedo	Seminole	FL	New Construction	Garden	380
Murdock Cove Apartments	Port Charlotte	Charlotte	FL	New Construction	Garden	264
Mystic Cove Apartments	Oviedo	Seminole	FL	New Construction	Garden	184
Nantucket Cove Apartments	Spring Hill	Hernando	FL	New Construction	Garden	128
Nassau Club Apartments	Fernandina Beach	Nassau	FL	New Construction	Garden	192
Newport Sound Apartments	New Symrna Beach	Volusia	FL	New Construction	Garden	192
Northbridge at Millenia - Phase I	Orlando	Orange	FL	New Construction	Garden	396
Northbridge at Millenia - Phase II	Orlando	Orange	FL	New Construction	Garden	211
Ponce Harbor Apartments	St. Augustine	St. Johns	FL	New Construction	Garden	144
Regal Pointe Apartments	Lake Mary	Seminole	FL	New Construction	Garden	284
Regatta Bay Apartments	Kissimmee	Osceola	FL	New Construction	Garden	344
Riverside Apartments	Tarpon Springs	Pinellas	FL	New Construction	Garden	304
Sabal Cove Apartments	Bradenton	Hillsborough	FL	New Construction	Garden	264
Saxon Trace Apartments	Orange City	Volusia	FL	New Construction	Garden	192
Seminole Pointe Apartments	Sanford	Seminole	FL	New Construction	Garden	336
St. Andrews Cove Apartments	Port St. Lucie	St. Lucie	FL	New Construction	Garden	184
Stone Harbor Apartments	Panama City Beach	Bay	FL	New Construction	Garden	160
Stone Harbor Apartments - Phase II	Panama City Beach	Bay	FL	New Construction	Garden	56
Stuart Pointe Apartments	Jensen Beach	Martin	FL	New Construction	Garden	192
Summer Cove Apartments	St. Cloud	Osceola	FL	New Construction	Garden	192
Sunrise Pointe Apartments	Port Orange	Volusia	FL	New Construction	Garden	208
Tiffany Club Apartments	Port St. Lucie	St. Lucie	FL	New Construction	Garden	188
University Club Apartments	Sarasota	Sarasota	FL	New Construction	Garden	192
Valencia Forest Apartments	Orlando	Orange	FL	New Construction	Garden	336
Village at Cortez	Bradenton	Manatee	FL	New Construction	Garden	200
Water View Club Apartments	Orlando	Orange	FL	New Construction	Garden	172
Waterbridge Apartments	Orlando	Orange	FL	New Construction	Garden	280

Atlantic HOUSING PARTNERS

Experience of Developer's Principals prior to Atlantic Housing Partners, L.L.L.P.

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Waterford East Apartments	Orlando	Orange	FL	New Construction	Garden	460
Wickham Club Apartments	Melbourne	Brevard	FL	New Construction	Garden	132
Windy Pines Apartments	Daytona Beach	Volusia	FL	New Construction	Garden	208
Ashton Creek Apartments	Lawrenceville	Gwinnett	GA	New Construction	Garden	140
Bradley Pointe Apartments	Savannah	Chatham	GA	New Construction	Garden	144
Eagles Pointe Apartments	Brunswick	Glynn	GA	New Construction	Garden	168
Newnan Crossing Apartments	Newnan	Coweta	GA	New Construction	Garden	192
Palisades Club Apartments	Duluth	Gwinnett	GA	New Construction	Garden	268
Robins Landing	Decatur	DeKalb	GA	New Construction	Garden	304
Somerset Club Apartments	Cartersville	Bartow	GA	New Construction	Garden	192
Westwood Club Apartments - Phase I	Augusta	Richmond	GA	New Construction	Garden	192
Westwood Club Apartments - Phase II	Augusta	Richmond	GA	New Construction	Garden	192
Woodlake Club Apartments - Phase I	Augusta	Richmond	GA	New Construction	Garden	192
Woodlake Club Apartments - Phase II	Augusta	Richmond	GA	New Construction	Garden	192
Canton Club East Apartments	Canton	Wayne	MI	New Construction	Garden	148
Cedar Bend Apartments	Grand Blanc	Genesee	MI	New Construction	Garden	148
Hunt Club Apartments	Lansing	Ingham	MI	New Construction	Garden	144
Lexington Club at Ann Arbor Apartments	Ypsilanti	Washtenaw	MI	New Construction	3 story w/elevator	154
Saginaw Pointe Apartments	Saginaw	Saginaw	MI	New Construction	Garden	148
Walnut Ridge Apartments	Raleigh	Wake	NC	New Construction	Garden	180
Country View Manor Apartments	Middletown	Orange	NY	New Construction	Garden	160
Grand Pointe Park Apartments	Poughkeepsie	Dutchess	NY	New Construction	Garden	156
Island View Apartments	Farmingville	Suffolk	NY	New Construction	Garden	64
Island View Apartments	Farmingville	Suffold	NY	New Construction	Garden	160
Lexington Club at Galleria	Poughkeepsie	Dutchess	NY	New Construction	Garden	160
Chimney Ridge Apartments - Phase I	Lexington	Lexington	SC	New Construction	Garden	152
Chimney Ridge Apartments - Phase II	Lexington	Lexington	SC	New Construction	Garden	48
Willow Creek Apartments	Mt. Juliet	Wilson	TN	New Construction	Garden	144
Hyde Manor						

Updated 7/11/2011

TOTAL 19,191

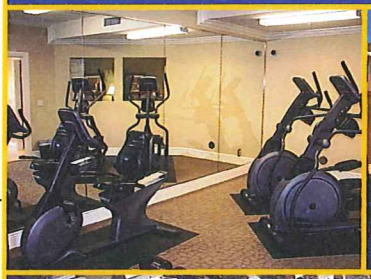
Atlantic
HOUSING PARTNERS

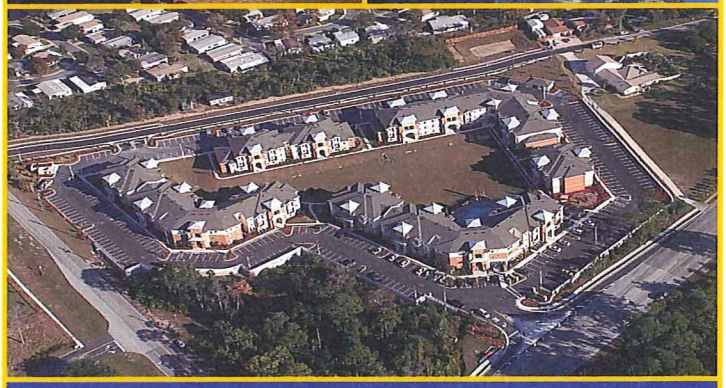
BEACH VILLAGE
APARTMENTS

LOCATION	FLAGLER COUNTY, FL
TOTAL UNITS	106
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	FEBRUARY 2010
DATE COMPLETED	NOVEMBER 2010
FINANCING SOURCES	9% HOUSING CREDITS TCAP FUNDS
LENDER	HMDA II, L.L.C.
EQUITY PROVIDER	FL TAX HOLDINGS, LTD

CAPE MORRIS COVE

LOCATION	VOLUSIA COUNTY, FL
TOTAL UNITS	177 (PHASE I & II)
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	DECEMBER 2007
DATE COMPLETED	NOVEMBER 2008
FINANCING SOURCES	HFA OF VOLUSIA COUNTY FHFC SAIL 4% HOUSING CREDITS
LENDER	WASHINGTON MUTUAL
EQUITY PROVIDER	REGIONS BANK





Atlantic
HOUSING PARTNERS

CLUB AT EUSTIS

LOCATION	LAKE COUNTY, FL
TOTAL UNITS	96
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	FEBRUARY 2006
DATE COMPLETED	FEBRUARY 2007
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	COMPASS BANK
EQUITY PROVIDER	NATIONAL EQUITY FUND

Covington Club
RENTAL TOWNHOMES

LOCATION	SEMINOLE COUNTY, FL
TOTAL UNITS	94
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	TOWNHOME
DATE STARTED	
DATE COMPLETED	JUNE 2011
FINANCING SOURCES	9% HOUSING CREDITS TCAP FUNDS
LENDER	REGIONS BANK
EQUITY PROVIDER	REGIONS BANK

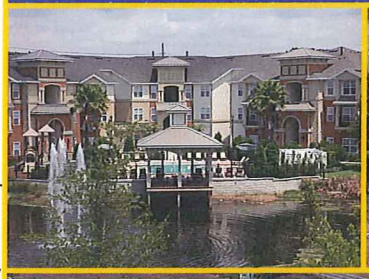
Atlantic
HOUSING PARTNERS

FAIRVIEW COVE
APARTMENT HOMES

COUNTY	HILLSBOROUGH COUNTY, FL
TOTAL UNITS	154 (PHASE I & II)
DEMOGRAPHIC	ELDERLY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	JUNE 2008
DATE COMPLETED	JULY 2009
FINANCING SOURCES	FHFC MMRB FHFC SAIL 4% HOUSING CREDITS
LENDER	BANK OF AMERICA
EQUITY PROVIDER	REGIONS BANK

FOUNTAINS
ON FALKENBURG

LOCATION	HILLSBOROUGH COUNTY, FL
TOTAL UNITS	152
DEMOGRAPHIC	ELDERLY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	JANUARY 2010
DATE COMPLETED	DECEMBER 2010
FINANCING SOURCES	9% HOUSING CREDITS TCAP FUNDS
LENDER	BANK OF AMERICA
EQUITY PROVIDER	BANK OF AMERICA



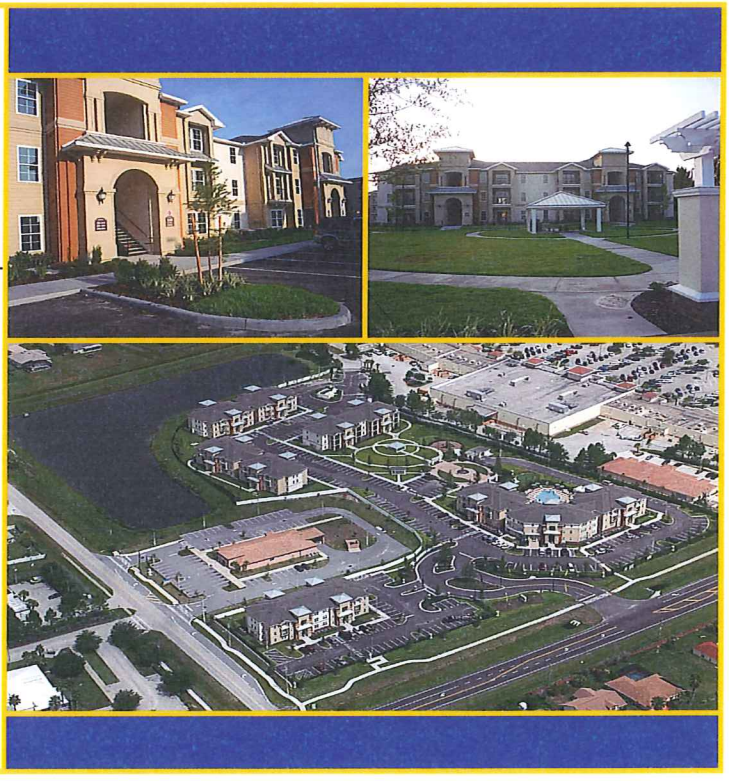
Atlantic
HOUSING PARTNERS

FOUNTAINS
AT MILLENIA

LOCATION	ORANGE COUNTY, FL
TOTAL UNITS	376 (PHASES I - IV)
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	DECEMBER 2006
DATE COMPLETED	APRIL 2008
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS 9% HOUSING CREDITS
LENDER	BANK OF AMERICA
EQUITY PROVIDER	JOHN HANCOCK

FOUNTAINS
AT SAN REMO COURT

LOCATION	OSCEOLA COUNTY, FL
TOTAL UNITS	130
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	SEPTEMBER 2010
DATE COMPLETED	JULY 2011
FINANCING SOURCES	9% HOUSING CREDITS FHFC TCEP
LENDER	BANK OF AMERICA
EQUITY PROVIDER	FL TAX HOLDINGS, LTD. BANK OF AMERICA



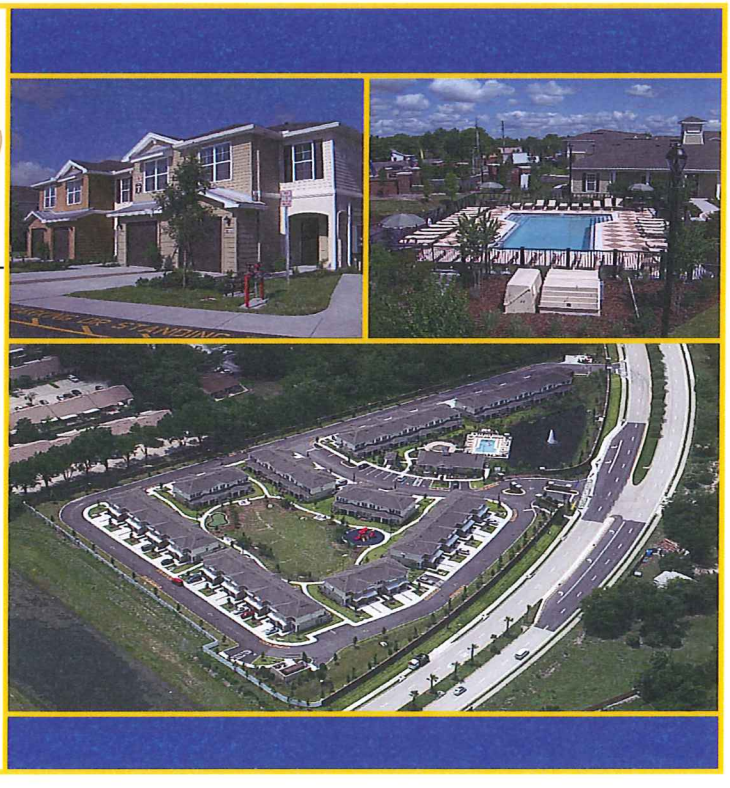
Atlantic
HOUSING PARTNERS

HAMMOCK HARBOR
APARTMENT HOMES

LOCATION	BREVARD COUNTY, FL
TOTAL UNITS	122
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	AUGUST 2010
DATE COMPLETED	AUGUST 2011
FINANCING SOURCES	9% HOUSING CREDITS FHFC TCAP
LENDER	REGIONS
EQUITY PROVIDER	REGIONS

Howell Branch Cove
RENTAL TOWNHOMES

LOCATION	SEMINOLE COUNTY, FL
TOTAL UNITS	58
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	TOWNHOME
DATE STARTED	AUGUST 2010
DATE COMPLETED	JUNE 2011
FINANCING SOURCES	9% HOUSING CREDITS FHFC TCEP
LENDER	REGIONS
EQUITY PROVIDER	FL TAX HOLDINGS, LTD. REGIONS



Atlantic
HOUSING PARTNERS

FORMERLY KATHLEEN POINTE

Cambridge Cove
APARTMENT HOMES

LOCATION	POLK COUNTY, FL
TOTAL UNITS	80
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	SEPTEMBER 2007
DATE COMPLETED	SEPTEMBER 2008
FINANCING SOURCES	9% HOUSING CREDITS
LENDER	NEIGHBORHOOD LENDING PARTNERS, INC.
EQUITY PROVIDER	AEGON USA REALTY ADVISORS, INC.

LAKEWOOD POINTE
APARTMENTS

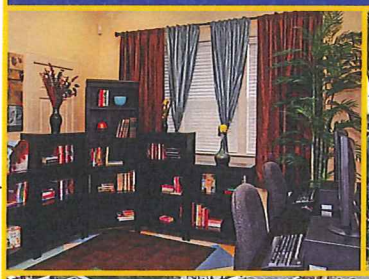
LOCATION	HILLSBOROUGH COUNTY, FL
TOTAL UNITS	144
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	SEPTEMBER 2009
DATE COMPLETED	JULY 2010
FINANCING SOURCES	9% HOUSING CREDITS
LENDER	BANK OF AMERICA
EQUITY PROVIDER	BANK OF AMERICA

Atlantic HOUSING PARTNERS

MALABAR COVE APARTMENTS

LOCATION	BREVARD COUNTY, FL
TOTAL UNITS	148 (PHASE I & II)
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	JUNE 2008
DATE COMPLETED	OCTOBER 2009
FINANCING SOURCES	BREVARD COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	COMPASS BANK
EQUITY PROVIDER	FL TAX HOLDINGS, LTD.

Marbella Cove APARTMENT HOMES



LOCATION	ORANGE COUNTY, FL
TOTAL UNITS	104
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	MARCH 2007
DATE COMPLETED	JULY 2008
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	WASHINGTON MUTUAL
EQUITY PROVIDER	CREDIT SUISSE / COLUMN FINANCIAL

Atlantic
HOUSING PARTNERS

MARBELLA POINTE APARTMENTS

LOCATION	ORANGE COUNTY, FL
TOTAL UNITS	120
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	MARCH 2007
DATE COMPLETED	MAY 2008
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	WASHINGTON MUTUAL
EQUITY PROVIDER	CREDIT SUISSE / COLUMN FINANCIAL

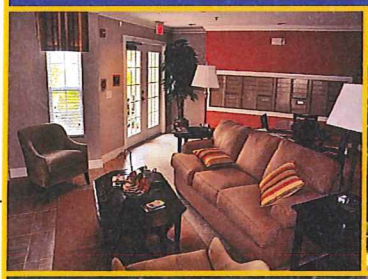
OVIEDO TOWN CENTRE

LOCATION	SEMINOLE COUNTY, FL
TOTAL UNITS	FAMILY (PHASES I - IV)
DEMOGRAPHIC	236
CONSTRUCTION TYPE	GARDEN
DATE STARTED	JUNE 2007
DATE COMPLETED	AUGUST 2008
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	CITIBANK
EQUITY PROVIDER	NATIONAL EQUITY FUND

Atlantic
HOUSING PARTNERS

ROLLING ACRES APARTMENTS

LOCATION	LAKE COUNTY, FL
TOTAL UNITS	FAMILY/ELDERLY
DEMOGRAPHIC	139 (PHASE I & II)
CONSTRUCTION TYPE	GARDEN
DATE STARTED	DECEMBER 2007
DATE COMPLETED	NOVEMBER 2008
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	BANK OF AMERICA
EQUITY PROVIDER	AEGON USE REALTY ADVISORS, INC.



Southwinds Cove
RENTAL TOWNHOMES

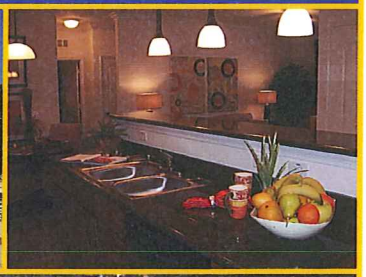
LOCATION	LAKE COUNTY, FL
TOTAL UNITS	112
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	TOWNHOMES
DATE STARTED	SEPTEMBER 2008
DATE COMPLETED	DECEMBER 2009
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	CITIBANK
EQUITY PROVIDER	FL TAX HOLDINGS, LTD.

Atlantic
HOUSING PARTNERS

Spring Lake Cove
APARTMENTS AND SENIOR COTTAGES

LOCATION	LAKE COUNTY, FL
TOTAL UNITS	144 (PHASE I & II)
DEMOGRAPHIC	FAMILY/ELDERLY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	MARCH 2008
DATE COMPLETED	MAY 2009
FINANCING SOURCES	ORANGE COUNTY HFA FHFC SAIL 4% HOUSING CREDITS
LENDER	COMPASS BANK
EQUITY PROVIDER	NATIONAL EQUITY FUND

TAYLOR PLACE
APARTMENTS



LOCATION	VOLUSIA COUNTY, FL
TOTAL UNITS	106
DEMOGRAPHIC	FAMILY
CONSTRUCTION TYPE	GARDEN
DATE STARTED	SEPTEMBER 2009
DATE COMPLETED	JULY 2010
FINANCING SOURCES	9% HOUSING CREDITS
LENDER	REGIONS
EQUITY PROVIDER	REGIONS

Atlantic
HOUSING PARTNERS

Fountains at Millenia

Orlando, Florida

Atlantic
HOUSING PARTNERS

Fountains at Millenia

Orlando, Florida

Atlantic
HOUSING PARTNERS

Oviedo Town Center

Orlando, Florida

Atlantic
HOUSING PARTNERS

Oviedo Town Center

Oviedo, Florida

Atlantic
HOUSING PARTNERS

Fountains at Millenia

Orlando, Florida

Southern Affordable Services, Inc.
Corporate Resume

Southern Affordable Services, Inc. ("SAS") was organized under the laws of Florida as a not-for-profit organization on May 1, 2009. As stated in its Articles of Incorporation as filed with the State of Florida, its primary purpose is to relieve the poor and distressed by developing, owning and operating housing for rental to eligible persons with low and moderate annual incomes at affordable rates.

SAS applied for determination of exempt status with the Internal Revenue Service ("IRS") on or about June 3, 2009. SAS received a favorable determination from the IRS on November 20, 2009.

Board of Directors

Director:	Scott D. Clark
(President)	Clark and Albaugh, LLP
	655 W. Morse Blvd., Suite 220
	Winter Park, Florida 32789

Scott Clark is a partner with the law firm of Clark and Albaugh, LLP located in Winter Park, Florida and has practiced law in the Orlando area for nearly 30 years. Mr. Clark graduated in the top 5% of his class at the University of Florida College of Law in 1979. Since that time, he has focused his practice on real estate transactions and the related disciplines of land use law, banking and real property litigation. Mr. Clark also has practiced extensively in the representation of special governmental districts known as community development districts that are formed to finance real estate development projects using special assessment revenue bonds and other financing arrangements.

Director:	Thomas C. Shaw
(Vice President)	c/o Lefkowitz, Shaw & Sentner
	430 N. Mills Ave., Suite 4
	Orlando, Florida 32803

Mr. Shaw is a partner in the law firm of Lefkowitz, Shaw & Sentner. Mr. Shaw practices law in the areas of estate planning, corporation and business law, and probate and trust matters. He is board certified in Wills, Trusts and Estates Law.

Mr. Shaw graduated with honors from the University of Florida College of Law. Prior to that, Mr. Shaw received a Bachelor of Arts degree in history cum laude from Oral Roberts University.

Director:	Dr. David J. Ross
(Secretary/	c/o Alafaya Family Dentistry
Treasurer)	30 Alexandria Blvd., Suite 1010
	Oviedo, Florida 32765

Dr. Ross graduated from the University of Louisville School of Dentistry in 1985. After dental school, he completed a general practice residency at the University of Kentucky where he concentrated on more complicated dental reconstructions, oral surgery and anesthesiology.

Dr. Ross has taken numerous hours of postgraduate education in occlusion, implants and cosmetic dentistry at the Pankey Institute, the Center for Advanced Dental Study in St. Petersburg, Florida, as well as numerous courses at the Seattle Institute for Advanced Dental Education. He has also recently completed the 2-year long Master's Series Implant class in Miami, Florida. Additionally, he received his Mastership from the American Dental Implant Association.

Dr. Ross is a fellow in the International Congress of Oral Implantology (ICOI) and a member of the American College of Oral Implantology. He is also a member of the American Dental Association, the Florida Dental Association, the Central District Dental Association and the Greater Orlando Dental Society.

SAS Corporate Counsel: Darin Stewart
Gray Robinson
301 E. Pine Street
Orlando, Florida 32801

Mr. Stewart earned his law degree from the University of Florida in 1994 and has also received his certified public accountant certification. Mr. Stewart has extensive experience spanning more than 15 years representing clients whose needs include federal and state regulatory compliance issues, tax-exempt financing and corporation law issues including applying for and maintaining federal income tax exemption status, applying for and maintaining property tax exemption, not-for-profit formation and contracting issues.

Mr. Stewart received his undergraduate degree (Business Administration, Accounting) from Southern Adventist University in Collegedale, Tennessee in 1991.

Key Staff of SAS

Executive Vice President: Jay Brock

Mr. Brock directs all aspects of the application process for various governmental financing programs and in seeking opportunities in furthering SAS's charitable purpose of providing safe, affordable housing for households of limited means and is responsible for all day to day SAS activities.

Prior to joining SAS, Mr. Brock spent over 15 years in a similar capacity with the "CED Companies" and Atlantic Housing Partners, L.L.L.P. Mr. Brock's primary responsibility was submitting financing applications for various state and local governmental agencies on behalf of the various general partner entities of the owners of communities seeking workforce housing financing including Section 42 tax credits, tax-exempt bond and state apartment incentive loan funds resulting in awards of funding in excess of $150M of Section 42 housing tax credits, $600M in Section 42 tax-exempt financing, $110M in SAIL funds and $3.5M in HOME funds.

Mr. Brock also served as an officer on behalf of over 150 general partners of the limited partnership entities which own workforce housing communities.

Prior to working for the CED Companies and Atlantic Housing Partners, L.L.L.P., Mr. Brock was employed as a C.P.A. with KPMG and as an associate attorney with Broad and Cassel.

Mr. Brock is a graduate of the University of Arizona with a double major in Accounting and Finance and received his Juris Doctor degree from the University of Arizona College of Law. Mr. Brock received his C.P.A. certificate (Missouri) and is a member of the Florida Bar.

Director of Mission Services: David W. Welday III

Mr. Welday is a management consultant with a rich and varied background in serving non-profit organizations, publishing and marketing firms. He has served on multiple non-profit boards and has been a consultant to compassion ministries, service organizations, associations and religious denominations. David currently is president of HigherLife Development Services, Inc. which provides publishing and marketing services to authors and clients nationwide. Prior to this, he was Vice President of Product Development for Strang Communications and served as publisher of both book and curriculum imprints. David is former president of the Florida Magazine Association and continues to enjoy active involvement in numerous charitable and non-profit organizations.

Mr. Welday advises SAS on not for profit "best practices" and is responsible for strategic planning and implementation of SAS resident services in line with its not for profit purpose.

Senior Housing Analyst: Ammon Smith

Mr. Smith is responsible for assisting with the preparation of the workforce housing applications as well as analyzing locations utilizing mapping software for potential "workforce" community site locations.

Prior to joining SAS, Mr. Smith was employed in a similar capacity with the "CED Companies" and Atlantic Housing Partners, L.L.L.P. Mr. Smith also was employed by the Florida Housing Finance Corporation working in the multi-family affordable housing program. Mr. Smith has in excess of 12 years of workforce housing experience in both public and private sectors.

Mr. Smith received his Bachelor's Degree in Economics from Florida State University.

Development Manager: Steve Joos

Mr. Joos is the Manager of SAS's wholly owned development company, Southern Affordable Development, L.L.C. ("SAD"), with responsibility for development services including but not limited to working with architects, engineers, land planners on permitting and development functions in connection with workforce housing communities developed by SAD and owned by SAS. Prior to joining SAD, Mr. Joos was an officer of other developers including Atlantic Housing Partners, L.L.L.P. and Sandspur Housing Partners, Ltd.

Mr. Joos received his Bachelor's Degree from The Ohio State University.

SAS Affordable Housing Projects

The Fountains at Pershing Park

SAS is excited to be part of the development team for The Fountains at Pershing Park ("Pershing Park"), a 92-unit development located in unincorporated Orange County, Florida. SAS is the general partner of Pershing Park. SAS, through its wholly owned affiliates, is the general partner and developer of Pershing Park. Other members of the development team include CPG Construction, L.L.L.P., the general contractor, and FL Tax Holdings, L.L.C. as the limited partner purchaser of the housing credits. The community is managed by Concord Management, Ltd.

Pershing Park is currently under construction and will serve a primarily elderly demographic with three residential buildings consisting of 1-bedroom/1-bath units, 2-bedroom/2 bath units, and 3-bedroom/2 bath units. Pershing Park's many amenities will include a clubhouse with exercise room, swimming pool, car care area and putting green. A number of "green" building and energy efficient features will be incorporated into the construction including Energy Star refrigerators and dishwashers, energy efficient windows, programmable thermostats, low VOC paint, and low usage showerheads and faucets.

Pershing Park will also offer an array of resident programs intended to serve its "elderly" demographic including the following: on-call manager, computer classes, and planned resident activities.

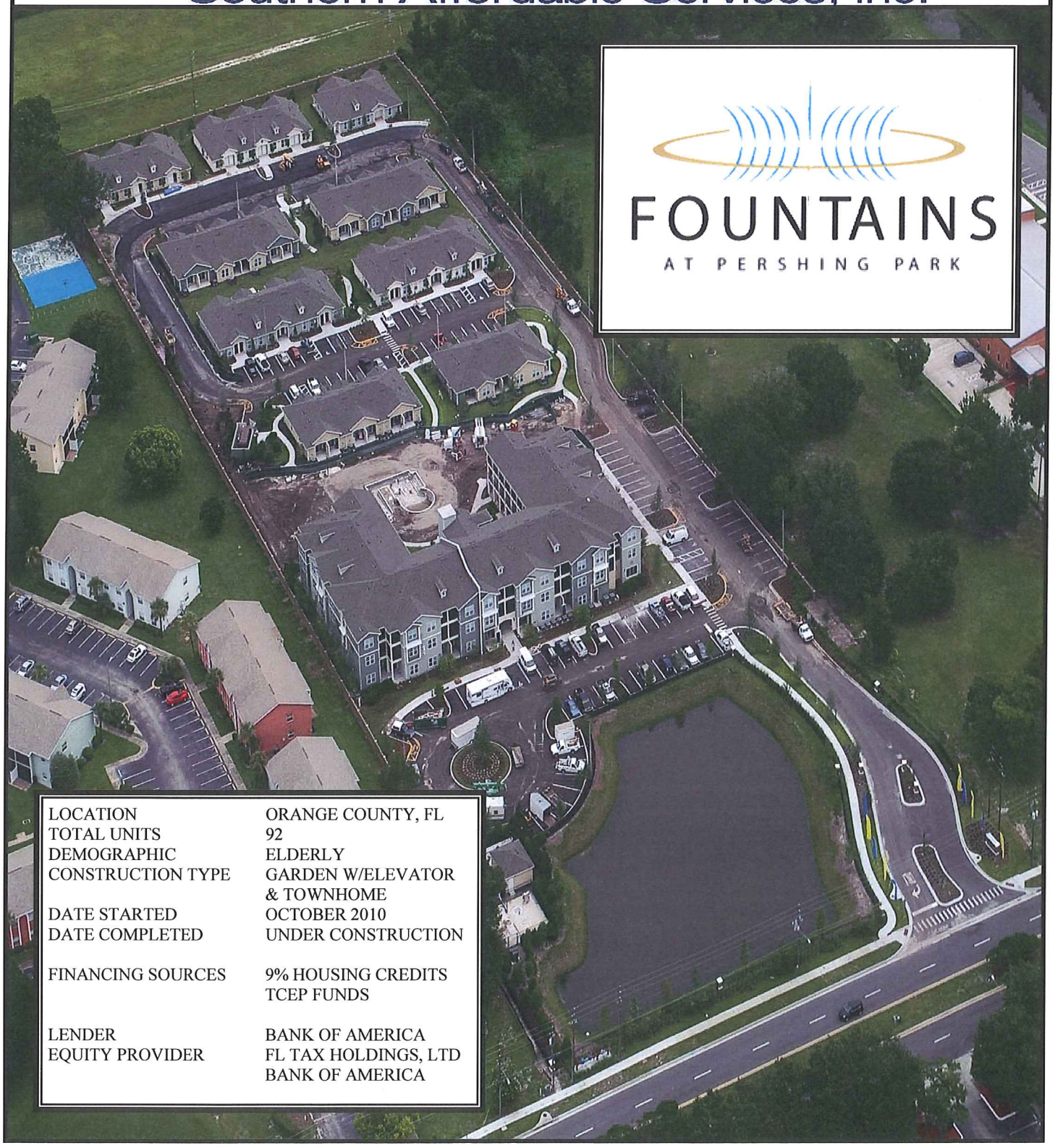
The financing for Pershing Park includes an allocation of 9% housing credits from Florida Housing Finance Corporation ("FHFC") awarded in the 2009 Universal Cycle, "ARRA" exchange funding in the amount of $5,365,000 and construction/permanent first mortgage financing from Bank of America. The affordable set-asides for Pershing Park are as follows:

20% @ 33% AMI
69% @ 60% AMI
11% @ Market

Other Section 42 and "workforce" developments for which SAS is the general partner include:

Name of Development	Location	No. of Units
Country Gardens	Winter Garden, FL	184
Nantucket Cove	Springhill, FL	128
Enterprise Cove	Orange City, FL	126
Harbor Vista	Leesburg, FL	42
Nautilus Cove	Panama City Beach, FL	110
Spring Lake Cove - Phase II	Fruitland Park, FL	48
Stone Harbor II	Panama City, FL	56
Loma Vista	Oviedo, FL	380
Lakewood Pointe	Seffner, FL	144

Southern Affordable Services, Inc.



LOCATION	ORANGE COUNTY, FL
TOTAL UNITS	92
DEMOGRAPHIC	ELDERLY
CONSTRUCTION TYPE	GARDEN W/ELEVATOR & TOWNHOME
DATE STARTED	OCTOBER 2010
DATE COMPLETED	UNDER CONSTRUCTION
FINANCING SOURCES	9% HOUSING CREDITS TCEP FUNDS
LENDER	BANK OF AMERICA
EQUITY PROVIDER	FL TAX HOLDINGS, LTD BANK OF AMERICA

Concord Management, Ltd. ("Concord") is a multifamily housing management company with its corporate office in Maitland, Florida. Founded in 1988, Concord has a portfolio of over 32,000 apartment homes in one hundred fifty (150) locations throughout 10 states. The company is privately owned and managed exclusively by specialists in the LIHTC management field.

As one of the country's leading operators and managers of multi-family housing, Concord is a fully vertically integrated organization that covers all aspects of property and asset management including Accounting, IT, HR, Training, Compliance and Operations. The Concord Team currently consists of over eleven hundred (1,100) members.

Please visit our website for additional information about Concord Management, Ltd., www.concordrents.com.

ED KLEIMAN is the CEO of Concord. A forty (40) year veteran of the real estate industry, Mr. Kleiman joined Concord in 1994. He has extensive experience in developing, constructing, managing, marketing and sales of income-producing real estate, particularly for multi-family rental housing, single-family homes and land. Prior to joining the company, Mr. Kleiman was a Regional Partner with Oxford Development Corporation, a Partner/Owner of Green Street Homes and has also worked with LJ Hooker Homes and Fine-Built Homes.

Mr. Kleiman was appointment by the Governor of Florida to serve on the Affordable Housing Study Commission and Committee for Housing the Elderly. He is a current board member of Mercantile Capital Corporation and was a previous board member of First National Bank of Central Florida. Mr. Kleiman is also member of the National Apartment Association, National Multi-Housing Counsel, Florida Apartment Association and the Apartment Association of Greater Orlando.

Mr. Kleiman earned his Bachelor's degree in Industrial Engineering from the University of Michigan and completed additional graduate coursework in Michigan State University's School of Residential Construction.

EDWARD O. WOOD, JR, is President of Concord and joined the group in 2009. Prior to his current position, he was a Partner of Trammell Crow Residential, serving as a Managing Director and President and Chief Operating Officer of the Southeast Residential Services Group. His responsibilities included all aspects of multifamily management and development, including land negotiations, entitlements, design, financing, construction supervision, lease-up management and

asset management. Prior to Trammell Crow Residential, he held a public finance position with William R. Hough and Company.

Mr. Wood also maintains current status as a command pilot for the Homeland Security Emergency Air Transportation System and Angel Flight Southeast, flying disaster relief and humanitarian missions.

He has a Bachelor of Science degree in Marketing from the University of Central Florida and a Masters of Business Administration degree from the Rollins College Crummer Graduate School of Business.

CONCORD'S PHILOSOPHY

Concord's approach to management and maintenance is designed to provide high quality workforce housing to our residents, meet the goals and objectives of our owners, maintain the value of our communities, and meet all regulatory and any LIHTC compliance commitments. This management philosophy is accomplished by having a strong local market presence and onsite management teams, combined with significant corporate and regional support services. Professional management by Concord assures all investors that their communities are in the capable hands of a leading management company, whose vision is to provide Exceptional Team Members, Exceptional Communities and Exceptional Performance.

Management Organization

Concord's Operations Team holds immediate responsibility for the bottom line profit at each property supervised. Currently, they maintain a Chief Operations Officer, two (2) Senior Vice Presidents, a General Manager, seven (7) Vice Presidents, fifteen (15) Regional Managers and six (6) District Managers. They are responsible for on-site personnel performance, occupancy rates, maintenance and purchasing programs, collections, evictions, and other functions.

Training

Concord believes that good sales techniques, the proper handling of residents, and the technical knowledge of the maintenance personnel is the key to SUCCESS. They provide thorough and professional training and educational programs that instill a customer service orientation in all of their people. These programs are developed and planned by the training department. They also provide on-site training programs for all new and newly promoted employees.

In addition to this training, they also provide specific class training in maintenance, sales, computer, and personal skills. Consistent shopping reviews and supervisory evaluation provide constant feedback to determine the training needs of the people. This feedback to appropriate supervisory personnel enables us to provide timely and pertinent training and education to employees.

Special recognition is given to outstanding performances with various compensation incentive programs and contests throughout the year. They feel that special regards and recognition are an important part of the overall employee training process. Because money strongly motivates, the entire site and field staff are "bonused" on specific project performance and bottom-line profitability. Everyone is trained to operate the property as if it were their own. All executive staff members are made aware of project budgets and profit goals.

Marketing

Professional apartment marketing does not just happen, it is created with knowledge of the customer they want to attract, the awareness of the competitive position of the property in the market place, and the talent to develop concepts that convert this knowledge into results. The marketing program begins with effective advertising designed to bring people to the apartment and promotions designed to keep them their. A carefully planned program is created for each apartment community, specifically designed to establish the proper image and to attract the maximum number of qualified prospects at the minimum cost per closing. The second phase of the marketing program is leasing, which encompasses qualification, presentation, and closings. Through qualification, the prospect is properly screened as to character, credit, and LIHTC requirements. Through professional presentation, the apartment is most effectively "sold." Through closing, the prospect is actually converted into a rent-paying resident.

Maintenance

Concord provides each apartment community with a customized maintenance program. Proper maintenance standards are established and enforced for the buildings as well as the surrounding grounds. With the experience and depth of personnel, they provide continuous routine maintenance service and special emergency assistance. The program also includes evaluation and continually training all new on-site service personnel.

Accounting

Each Concord community has multiple on-site computers as needed to assist in all facets of management including leasing, marketing, accounting and general property management functions. These systems track cash receipts, leasing activity and traffic sources, rent rolls, expenses, service requests and also prepare daily and monthly reports. The sites are equipped with bank scanners so payments are submitted to the bank immediately.

All sites utilize Yardi Voyager Version 6.0 Property Management Software and Navision software for accounting AP/GL. Our internal corporate I.T. department provides computer hardware and software support during all business hours for those systems.

Credit/Resident Selection

Each prospective apartment applicant is thoroughly screened by the credit department for LIHTC income, credit, criminal background, previous rental history, and "good citizen" history.

A close review of all of these criteria within the framework of all Fair Housing Regulations is extremely important to the successful performance of a property and its long term viability.

MANAGEMENT LIMITED

Experience of Management Company

Development Name	Location			Began Management	# of Units
	City	County	State		
Brookside Apartments	Newberry	Alachua	FL	May, 2005	176
Harbor Cove Apartments	Gainesville	Alachua	FL	June, 2003	208
Nautilus Cove Apartments	Panama City Beach	Bay	FL	July, 2008	57
Stone Harbor Apartments	Panama City Beach	Bay	FL	July, 2004	160
Stone Harbor Apartments - Phase II	Panama City Beach	Bay	FL	November, 2003	56
Beachway Links	Melbourne	Brevard	FL	December, 1994	216
Hammock Harbor	Rockledge	Brevard	FL	February, 2011	122
Malabar Cove - Phase I	Palm Bay	Brevard	FL	April, 2009	76
Malabar Cove - Phase II	Palm Bay	Brevard	FL	April, 2009	72
Wickham Club Apartments	Melbourne	Brevard	FL	March, 2005	132
Bridgewater Club Apartments	Spring Hill	Charlotte	FL	June, 2003	192
Murdock Cove Apartments	Port Charlotte	Charlotte	FL	August, 2001	264
Brittany Bay Apartments - Phase I	Naples	Collier	FL	May, 2002	184
Brittany Bay Apartments - Phase II	Naples	Collier	FL	March, 2004	208
Heron Park Apartments	Naples	Collier	FL	May, 1998	248
Ospreys Landing Apartments	Naples	Collier	FL	December, 1995	176
Windsong Club Apartments	Naples	Collier	FL	February, 1994	120
Brookwood Forest Apartments	Jacksonville	Duval	FL	December, 2005	168
Beach Village at Palm Coast Apartments	Palm Coast	Flagler	FL	November, 2010	104
Nantucket Cove Apartments	Spring Hill	Hernando	FL	November, 2005	128
Brandon Crossing Apartments	Brandon	Hillsborough	FL	July, 1999	200
Fairview Cove - Phase I	Tampa	HIllsborough	FL	April, 2009	88
Fairview Cove - Phase I I	Tampa	Hillsborough	FL	April, 2009	66
Fountains at Falkenburg	Tampa	Hillsborough	FL	March, 2011	153
Heritage Pines Apartments	Tampa	Hillsborough	FL	August, 2000	340
Hunters Run Apartments - Phase I	Tampa	Hillsborough	FL	June, 2003	216
Hunters Run Apartments - Phase II	Tampa	Hillsborough	FL	January, 2004	192
Lakewood Pointe Apartments	Tampa	Hillsborough	FL	May, 2010	144
Lakewood Shores Apartments	Brandon	Hillsborough	FL	February, 2001	184
Woodberry Woods Apartments	Brandon	Hillsborough	FL	November, 1996	348
Lexington Club at Vero Beach Apartments	Vero Beach	Indian River	FL	September, 1999	184

MANAGEMENT LIMITED

Experience of Management Company

Development Name	Location			Began Management	# of Units
	City	County	State		
Club at Eustis Apartments	Eustis	Lake	FL	November, 2006	96
Cove at Lady Lake Apartments	Lady Lake	Lake	FL	November, 2005	176
Harbor Vista Apartments	Leesburg	Lake	FL	March, 2008	42
Lake Harris Cove Apartments	Leesburg	Lake	FL	July, 2006	152
Regal Pointe Apartments	Lake Mary	Lake	FL	May, 1998	284
Rolling Acres Apartments - Phase I	Lady Lake	Lake	FL	June, 2008	104
Rolling Acres Apartments - Phase II	Lady Lake	Lake	FL	June, 2008	36
Southwinds Cove	Leesburg	Lake	FL	August, 2009	112
Spring Lake Cove - Phase I	Fruitland Park	Lake	FL	October, 2007	96
Spring Lake Cove - Phase II	Fruitland Park	Lake	FL	October, 2007	48
Arrow Pointe Apartments	Tallahassee	Leon	FL	February, 1997	184
Banyan Bay Apartments	Tallahassee	Leon	FL	March, 1997	280
Savannah Sound Apartments	Tallahassee	Leon	FL	February, 1995	160
Sabal Cove Apartments	Bradenton	Manatee	FL	February, 2002	264
Villages of Cortez Apartments	Bradenton	Manatee	FL	June, 2006	200
St. Lucie Place Apartments	Stuart	Martin	FL	June, 1995	200
Stuart Pointe Apartments	Jensen Beach	Martin	FL	October, 2003	192
Nassau Club Apartments	Fernandina Beach	Nassau	FL	March, 2004	192
Heather Glenn Apartments	Ft. Walton Beach	Okaloosa	FL	July, 2004	168
Belle Isle Apartments	Orlando	Orange	FL	March, 2005	336
Berkshire Club Apartments	Orlando	Orange	FL	June, 2003	288
Brentwood Club on Millenia Blvd.	Orlando	Orange	FL	December, 2002	312
Caribbean Key Apartments	Orlando	Orange	FL	September, 1997	352
Commander Place Apartments	Orlando	Orange	FL	March, 1996	216
Country Gardens Apartments	Winter Garden	Orange	FL	December, 1992	184
Cricket Club Apartments	Orlando	Orange	FL	December, 1994	248
Cypress Club Apartments	Orlando	Orange	FL	January, 1999	228
East Lake Apartments	Orlando	Orange	FL	December, 1999	288
Falcon Trace Apartments	Orlando	Orange	FL	July, 1999	252
Fountains on Millennia - Phase I	Orlando	Orange	FL	December, 2007	162
Fountains on Millennia - Phase II	Orlando	Orange	FL	December, 2007	32

MANAGEMENT LIMITED

Experience of Management Company

Development Name	Location			Began Management	# of Units
	City	County	State		
Fountains on Millennia - Phase III	Orlando	Orange	FL	December, 2007	82
Fountains on Millennia - Phase IV	Orlando	Orange	FL	December, 2007	100
Glenn on Millenia Blvd. Apartments	Orlando	Orange	FL	February, 2003	192
Lake Sherwood - Phase I	Orlando	Orange	FL	May, 2010	44
Lake Sherwood - Phase II	Orlando	Orange	FL	May, 2010	60
Landings on Millenia Blvd. Apartments	Orlando	Orange	FL	July, 2003	336
Lee Vista Club Apartments	Orlando	Orange	FL	November, 2004	312
Marbella Cove Apartments	Orlando	Orange	FL	April, 2008	104
Marbella Pointe Apartments	Orlando	Orange	FL	April, 2008	120
Mission Pointe Apartments	Orlando	Orange	FL	December, 1994	248
Northbridge at Millenia - Phase I	Orlando	Orange	FL	October, 2004	396
Northbridge at Millenia - Phase II	Orlando	Orange	FL	June, 2005	211
Ridge Club Apartments - Phase I	Orlando	Orange	FL	January, 1994	216
Ridge Club Apartments - Phase II	Orlando	Orange	FL	September, 1995	156
The Fountains at Pershing Park	Orlando	Orange	FL	July, 2011	92
Valencia Forest Apartments	Orlando	Orange	FL	July, 2000	336
Watauga Woods Apartments	Orlando	Orange	FL	November, 1993	216
Water View Club Apartments	Orlando	Orange	FL	June, 1998	172
Waterbridge Apartments	Orlando	Orange	FL	June, 1999	280
Waterford East Apartments	Orlando	Orange	FL	November, 2000	460
Arrow Ridge Apartments	Kissimmee	Osceola	FL	August, 1999	320
Reef Club Apartments - Phase I	Kissimmee	Osceola	FL	October, 1992	280
Reef Club Apartments - Phase II	Kissimmee	Osceola	FL	July, 1993	280
Regatta Bay Apartments	Kissimmee	Osceola	FL	October, 2003	344
Summer Cove Apartments	St. Cloud	Osceola	FL	September, 2000	192
The Fountains at San Remo Court	Kissimmee	Osceola	FL	May, 2011	130
Wellington Woods Apartments	Kissimmee	Osceola	FL	October, 1994	360
Lexington Club at Renaissance Square	Clearwater	Pinellas	FL	May, 2000	240
Riverside Apartments	Tarpon Springs	Pinellas	FL	September, 2001	304
Cambridge Cove Apartments	Lakeland	Polk	FL	August, 2002	200
Kathleen Pointe Apartments	Lakeland	Polk	FL	August, 2008	80

MANAGEMENT LIMITED

Experience of Management Company

Development Name	Location			Began Management	# of Units
	City	County	State		
University Club Apartments	Sarasota	Sarastoa	FL	June, 2003	192
Castle Woods Apartments	Casselberry	Seminole	FL	February, 1993	304
Charleston Club Apartments	Sanford	Seminole	FL	February, 2003	288
Covington Club	Oviedo	Seminole	FL	April, 2011	99
Hatteras Sound Apartments	Sanford	Seminole	FL	March, 2001	184
Howell Branch Cove	Winter Park	Seminole	FL	June, 2011	58
Loma Vista Apartments	Oviedo	Seminole	FL	July, 2000	380
Mystic Cove Apartments	Oviedo	Seminole	FL	September, 2003	184
Oviedo Town Centre - Phase I	Oviedo	Seminole	FL	February, 2008	106
Oviedo Town Centre - Phase II	Oviedo	Seminole	FL	February, 2008	34
Oviedo Town Centre - Phase III	Oviedo	Seminole	FL	February, 2008	72
Oviedo Town Centre - Phase IV	Oviedo	Seminole	FL	February, 2008	24
Raven Crossings Apartments	Altamonte Springs	Seminole	FL	December, 1994	248
Seminole Pointe Apartments	Sanford	Seminole	FL	August, 2000	336
Ponce Harbor Apartments	St. Augustine	St. Johns	FL	June, 2003	144
St. Andrews Cove Apartments	Port St. Lucie	St. Lucie	FL	June, 2004	184
Tiffany Club Apartments	Port St. Lucie	St. Lucie	FL	March, 1998	188
Cape Morris Cove - Phase I	Daytona Beach	Volusia	FL	July, 2007	130
Cape Morris Cove - Phase II	Daytona Beach	Volusia	FL	July, 2007	47
Country Club Park Apartments	DeLand	Volusia	FL	January, 1990	160
Enterprise Cove Apartments	Orange City	Volusia	FL	July, 2008	67
Hunters Creek Apartments	DeLand	Volusia	FL	April, 2000	192
Lexington Club at Hunters Creek	Deland	Volusia	FL	April, 2001	214
Newport Sound Apartments	New Smyrna Beach	Volusia	FL	July, 2004	192
Saxon Trace Apartments	Orange City	Volusia	FL	July, 2004	192
Sunrise Pointe Apartments	Port Orange	Volusia	FL	January, 2001	208
Taylor Place Apartments	Deland	Volusia	FL	May, 2010	106
Windy Pines Apartments	Daytona Beach	Volusia	FL	May, 2000	208
Somerset Club Apartments	Cartersville	Bartow	GA	March, 2004	120
Somerset Club Apartments - Phase II	Cartersville	Bartow	GA	March, 2004	72
Bradley Pointe Apartments	Savannah	Chatham	GA	June, 2004	144

MANAGEMENT LIMITED

Experience of Management Company

Development Name	Location			Began Management	# of Units
	City	County	State		
Park at Mt. Zion	Atlanta	Clayton	GA	May, 2010	193
Westwood Club Apartments	Evans	Columbia	GA	June, 2004	192
Newnan Crossing Apartments	Newnan	Coweta	GA	August, 2004	192
Robins Landing Apartments	Decatur	DeKalb	GA	June, 1999	304
Eagles Pointe	Brunswick	Glynn	GA	April, 2002	168
Ashton Creek Apartments	Lawrenceville	Gwinnett	GA	May, 2003	140
Herrington Woods Apartments	Lawrenceville	Gwinnett	GA	June, 1996	324
Palisades Club	Duluth	Gwinnett	GA	July, 2000	268
Hyde Manor Apartments	Stockbridge	Henry	GA	August, 2003	180
Hyde Park Apartments	Stockbridge	Henry	GA	June, 1997	284
West Club Apartments	Macon	Macon	GA	August, 1997	140
Woodlake Club Apartments	Augusta	Richmond	GA	October, 2004	192
Sun Valley	Pekin	Tazewell	IL	October, 1996	85
Walnut Manor	Muncie	Delaware	IN	February, 2010	120
Cedar Bend Apartments	Grand Blanc	Genesee	MI	October, 2003	148
Hunt Club Apartments	Lansing	Ingham	MI	November, 2002	144
Lakeside Park Club Apartments	Shelby	Macomb	MI	November, 1994	192
Northview Park Apartments	Sterling Heights	Macomb	MI	June, 1995	200
Bridgewater Park Apartments - Phase I&II	Clarkstown	Oakland	MI	June, 1995	264
Meadowood Park Club Apartments	Wixom	Oakland	MI	November, 1994	248
Pebble Creek Apartments	Southfield	Oakland	MI	October, 1996	256
Waldon Lakes Apartments	Orion	Oakland	MI	October, 1995	200
Waterford West Apartments	Waterford	Oakland	MI	July, 1997	172
Saginaw Pointe Apartments	Saginaw	Saginaw	MI	July, 2003	148
Arbor Pointe Apartments - Phase I	Ypsilanti	Washtenaw	MI	August, 1997	216
Arbor Pointe Apartments - Phase II	Ypsilanti	Washtenaw	MI	August, 1997	64
Ford Lake Landing Apartments	Ypsilanti	Washtenaw	MI	July, 1996	184
Lexington Club at Ann Arbor Apartments	Ypsilanti	Washtenaw	MI	May, 2003	154
Woodchase Club Apartments - Phase I	Ann Arbor	Washtenaw	MI	July, 1998	144
Woodchase Club Apartments - Phase II	Ann Arbor	Washtenaw	MI	July, 1998	144
Woodchase Club Apartments - Phase III	Ann Arbor	Washtenaw	MI	July, 1998	80

MANAGEMENT LIMITED

Experience of Management Company

Development Name	Location			Began Management	# of Units
	City	County	State		
Canton Club East Apartments	Canton	Wayne	MI	August, 1999	148
Green Meadows Apartments	Belleville	Wayne	MI	September, 1995	144
Woodbridge Pond Apartments	Westland	Wayne	MI	February, 1993	192
Grand Pointe Park Apartments	Poughkeepsie	Dutchess	NY	September, 1997	156
Lexington Club at Galleria	Poughkeepsie	Dutchess	NY	April, 2004	160
Country View Manor Apartments	Middletown	Orange	NY	November, 1996	160
Island View Apartments - Phase I	Farmingville	Suffolk	NY	April, 1999	160
Island View Apartments - Phase II	Farmingville	Suffolk	NY	April, 1999	64
Peppertree Apartments - Phase I	Fairborn	Greene	OH	October, 1995	88
Peppertree Apartments - Phase II	Fairborn	Greene	OH	October, 1995	80
Club at Spring Valley Apartments	Miamisburg	Montgomery	OH	October, 1997	336
Chimney Ridge Apartments - Phase I	Lexington	Lexington	SC	August, 1998	152
Chimney Ridge Apartments - Phase II	Lexington	Lexington	SC	August , 1998	48
Willow Creek Apartments	Mt. Juliet	Wilson	TN	January, 1998	144
Saddlewood Club Apartments	Bryan	Brazos	TX	August, 1996	232
Woodglen Apartments - Phase I	Dallas	Dallas	TX	April, 1995	112
Woodglen Apartments - Phase II	Dallas	Dallas	TX	November, 1995	120
Willow Green	Houston	Harris	TX	April, 1995	336
Pine Club Apartments	Beaumont	Jefferson	TX	July, 1996	232
Ridgewood West Apartments	Huntsville	Walker	TX	August, 1996	232
Tealwood Place Apartments	Wichita Falls	Wichita	TX	April, 1996	180
				TOTAL	**32,222**

Updated 7/11/2011

CPG CONSTRUCTION

CPG Construction, L.L.L.P. ("CPG") is recognized as a leader in general contracting for multi-family workforce housing communities. CPG and its principals have constructed over 100 communities in 7 different states, producing more than 20,000 units

CPG's experience delivers professionally managed construction projects at a competitive price and in a timely manner that has become expected by our sophisticated tax credit investors.

Please visit our website for additional information about CPG Construction, L.L.L.P. and to see pictures of our existing portfolio, www.atlantichousing.com.

SCOTT CULP is the licensed general contractor and qualifying agent for CPG. In this capacity, he directs the management of all estimating, bidding, contract negotiations, construction management and general contracting for all community development.

Mr. Culp has over 25 years of development and construction experience having participated in the construction management of high rise commercial, high rise residential, mid-rise residential, mixed use infrastructure, single family community development, multi-family garden style development, townhomes and condominiums. Mr. Culp has been directly responsible for the development and construction of over 20,000 residential units.

Mr. Culp earned his Bachelor of Science in Building Construction from Auburn University and holds a Florida State Certified General Contractor license. He has been appointed by Florida's Governor to serve on the Affordable Housing Study Commission and the Hurricane Housing Work Group. He is a member of the local and national HBA and the Greater Orlando Leadership Foundation. He has served as Chairman, Vice Chairman and Director of the Florida Coalition of Affordable Housing Providers.

CPG CONSTRUCTION

Experience of General Contractor/and or Principals

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Arrow Ridge Apartments	Kissimmee	Osceola	FL	New Construction	Garden	320
Beach Village at Palm Coast Apartments	Palm Coast	Flagler	FL	New Construction	Garden	106
Belle Isle Apartments	Orlando	Orange	FL	New Construction	Garden	336
Berkshire Club Apartments	Orlando	Orange	FL	New Construction	Garden	288
Brandon Crossing Apartments	Brandon	Hillsborough	FL	New Construction	Garden	200
Brentwood Club on Millenia Blvd.	Orlando	Orange	FL	New Construction	Garden	312
Bridgewater Club	Spring Hill	Hernando	FL	New Construction	Garden	192
Brittany Bay Apartments - Phase I	Naples	Collier	FL	New Construction	Garden	184
Brittany Bay Apartments - Phase II	Naples	Collier	FL	New Construction	Garden	208
Brookside Apartments	Newberry	Alachua	FL	New Construction	Garden	176
Brookwood Forest Apartments	Jacksonville	Duval	FL	New Construction	Garden	168
Cambridge Cove Apartments	Lakeland	Polk	FL	New Construction	Garden	200
Cape Morris Cove - Phase I	Daytona Beach	Volusia	FL	New Construction	Garden	130
Cape Morris Cove - Phase II	Daytona Beach	Volusia	FL	New Construction	Garden	47
Caribbean Key Apartments	Orlando	Ornage	FL	New Construction	Garden	352
Charleston Club Apartments	Sanford	Seminole	FL	New Construction	Garden	288
Club at Eustis Village	Eustis	Lake	FL	New Construction	Garden	96
Commander Place Apartments	Orlando	Orange	FL	New Construction	Garden	216
Cove at Lady Lake Apartments	Lady Lake	Lake	FL	New Construction	Garden	176
Covington Club	Oviedo	Seminole	FL	New Construction	Townhomes	94
Cypress Club Apartments	Orlando	Orange	FL	New Construction	Garden	228
East Lake Apartments	Orlando	Orange	FL	New Construction	Garden	288
Fairview Cove - Phase I	Tampa	Hillsborough	FL	New Construction	Garden	88
Fairview Cove - Phase II	Tampa	Hillsborough	FL	New Construction	Garden	66
Falcon Trace Apartments	Orlando	Orange	FL	New Construction	Garden	252
Fountains at Falkenburg	Tampa	Hillsborough	FL	New Construction	Garden	152
Fountains at Millenia - Phase I	Orlando	Orange	FL	New Construction	Garden	162
Fountains at Millenia - Phase II	Orlando	Orange	FL	New Construction	Garden	32
Fountains at Millenia - Phase III	Orlando	Orange	FL	New Construction	Garden	82
Fountains at Millenia - Phase IV	Orlando	Orange	FL	New Construction	Garden	100
Fountains at Pershing Park	Orlando	Orange	FL	New Construction	Garden	92

CPG CONSTRUCTION

Experience of General Contractor/and or Principals

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Fountains at San Remo Court	Poinciana	Osceola	FL	New Construction	Garden	130
Glenn on Millenia Blvd. Apartments	Orlando	Orange	FL	New Construction	Garden	192
Hammock Harbor Apartments	Rockledge	Brevard	FL	New Construction	Garden	122
Harbor Cove Apartments	Gainesville	Alachua	FL	New Construction	Garden	208
Hatteras Sound Apartments	Sanford	Seminole	FL	New Construction	Garden	184
Heather Glenn Apartments	Ft. Walton Beach	Okaloosa	FL	New Construction	Garden	168
Heritage Pines Apartments	Tampa	Hillsborough	FL	New Construction	Garden	340
Heron Park Apartments	Naples	Collier	FL	New Construction	Garden	248
Howell Branch Cove	Winter Park	Seminole	FL	New Construction	Townhomes	56
Hunters Creek Apartments	DeLand	Volusia	FL	New Construction	Garden	192
Hunters Run Apartments	Tampa	Hillsborough	FL	New Construction	Garden	216
Hunters Run Apartments - Phase II	Tampa	Hillsborough	FL	New Construction	Garden	192
Kathleen Pointe	Lakeland	Polk	FL	New Construction	Garden	80
Lake Harris Cove Apartments	Leesburg	Lake	FL	New Construction	Garden	152
Lakeside Pointe Apartments	Leesburg	Lake	FL	New Construction	Garden	128
Lakewood Pointe Apartments	Tampa	Hillsborough	FL	New Construction	Garden	144
Lakewood Shores Apartments	Brandon	Hillsborough	FL	New Construction	Garden	184
Landings on Millenia Blvd. Apartments	Orlando	Orange	FL	New Construction	Garden	336
Lee Vista Club Apartments	Orlando	Orange	FL	New Construction	Garden	312
Lexington Club at Hunters Creek	DeLand	Volusia	FL	New Construction	3 story w/elevator	214
Lexington Club at Renaissance Square	Clearwater	Pinellas	FL	New Construction	3 story w/elevator	240
Lexington Club at Vero Beach Apartments	Vero Beach	Indian river	FL	New Construction	3 story w/elevator	184
Loma Vista Apartments	Oviedo	Seminole	FL	New Construction	Garden	380
Malabar Cove - Phase I	Palm Bay	Brevard	FL	New Construction	Garden	76
Malabar Cove - Phase II	Palm Bay	Brevard	FL	New Construction	Garden	72
Marbella Cove	Orlando	Orange	FL	New Construction	Garden	104
Marbella Pointe	Orlando	Orange	FL	New Construction	Garden	120
Murdock Cove Apartments	Port Charlotte	Charlotte	FL	New Construction	Garden	264
Mystic Cove Apartments	Oviedo	Seminole	FL	New Construction	Garden	184
Nantucket Cove Apartments	Spring Hill	Hernando	FL	New Construction	Garden	128
Nassau Club Apartments	Fernandina Beach	Nassau	FL	New Construction	Garden	192

CPG CONSTRUCTION

Experience of General Contractor/and or Principals

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Newport Sound Apartments	New Symrna Beach	Volusia	FL	New Construction	Garden	192
Northbridge at Millenia - Phase I	Orlando	Orange	FL	New Construction	Garden	396
Northbridge at Millenia - Phase II	Orlando	Orange	FL	New Construction	Garden	211
Oviedo Town Centre - Phase I	Oviedo	Seminole	FL	New Construction	Garden	106
Oviedo Town Centre - Phase II	Oviedo	Seminole	FL	New Construction	Garden	34
Oviedo Town Centre - Phase III	Oviedo	Seminole	FL	New Construction	Garden	72
Oviedo Town Centre - Phase IV	Oviedo	Seminole	FL	New Construction	Garden	24
Ponce Harbor Apartments	St. Augustine	St. Johns	FL	New Construction	Garden	144
Regal Pointe Apartments	Lake Mary	Seminole	FL	New Construction	Garden	284
Regatta Bay Apartments	Kissimmee	Osceola	FL	New Construction	Garden	344
Riverside Apartments	Tarpon Springs	Pinellas	FL	New Construction	Garden	304
Rolling Acres - Phase I	Lady Lake	Lake	FL	New Construction	Garden	104
Rolling Acres - Phase II	Lady Lake	Lake	FL	New Construction	Garden	35
Sabal Cove Apartments	Bradenton	Hillsborough	FL	New Construction	Garden	264
Saxon Trace Apartments	Orange City	Volusia	FL	New Construction	Garden	192
Seminole Pointe Apartments	Sanford	Seminole	FL	New Construction	Garden	336
Southwinds Cove	Leesburg	Lake	FL	New Construction	Garden	112
Spring Lake Cove - Phase I	Fruitland Park	Lake	FL	New Construction	Garden	96
Spring Lake Cove - Phase II	Fruitland Park	Lake	FL	New Construction	Garden	48
St. Andrews Cove Apartments	Port St. Lucie	St. Lucie	FL	New Construction	Garden	184
Stone Harbor Apartments	Panama City Beach	Bay	FL	New Construction	Garden	160
Stone Harbor Apartments - Phase II	Panama City Beach	Bay	FL	New Construction	Garden	56
Stuart Pointe Apartments	Jensen Beach	Martin	FL	New Construction	Garden	192
Summer Cove Apartments	St. Cloud	Osceola	FL	New Construction	Garden	192
Sunrise Pointe Apartments	Port Orange	Volusia	FL	New Construction	Garden	208
Taylor Place Apartments	Deland	Volusia	FL	New Construction	Garden	106
Tiffany Club Apartments	Port St. Lucie	St. Lucie	FL	New Construction	Garden	188
University Club Apartments	Sarasota	Sarasota	FL	New Construction	Garden	192
Valencia Forest Apartments	Orlando	Orange	FL	New Construction	Garden	336
Village at Cortez	Bradenton	Manatee	FL	New Construction	Garden	200
Water View Club Apartments	Orlando	Orange	FL	New Construction	Garden	172

CPG CONSTRUCTION

Experience of General Contractor/and or Principals

Development Name	Location			Development Category	Development Type	# of Units
	City	County	State			
Waterbridge Apartments	Orlando	Orange	FL	New Construction	Garden	280
Waterford East Apartments	Orlando	Orange	FL	New Construction	Garden	460
Wickham Club Apartments	Melbourne	Brevard	FL	New Construction	Garden	132
Windy Pines Apartments	Daytona Beach	Volusia	FL	New Construction	Garden	208
Ashton Creek Apartments	Lawrenceville	Gwinnett	GA	New Construction	Garden	140
Bradley Pointe Apartments	Savannah	Chatham	GA	New Construction	Garden	144
Eagles Pointe Apartments	Brunswick	Glynn	GA	New Construction	Garden	168
Newnan Crossing Apartments	Newnan	Coweta	GA	New Construction	Garden	192
Palisades Club Apartments	Duluth	Gwinnett	GA	New Construction	Garden	268
Robins Landing	Decatur	DeKalb	GA	New Construction	Garden	304
Somerset Club Apartments	Cartersville	Bartow	GA	New Construction	Garden	192
Westwood Club Apartments - Phase I	Augusta	Richmond	GA	New Construction	Garden	192
Westwood Club Apartments - Phase II	Augusta	Richmond	GA	New Construction	Garden	192
Woodlake Club Apartments - Phase I	Augusta	Richmond	GA	New Construction	Garden	192
Woodlake Club Apartments - Phase II	Augusta	Richmond	GA	New Construction	Garden	192
Canton Club East Apartments	Canton	Wayne	MI	New Construction	Garden	148
Cedar Bend Apartments	Grand Blanc	Genesee	MI	New Construction	Garden	148
Hunt Club Apartments	Lansing	Ingham	MI	New Construction	Garden	144
Lexington Club at Ann Arbor Apartments	Ypsilanti	Washtenaw	MI	New Construction	3 story w/elevator	154
Saginaw Pointe Apartments	Saginaw	Saginaw	MI	New Construction	Garden	148
Walnut Ridge Apartments	Raleigh	Wake	NC	New Construction	Garden	180
Country View Manor Apartments	Middletown	Orange	NY	New Construction	Garden	160
Grand Pointe Park Apartments	Poughkeepsie	Dutchess	NY	New Construction	Garden	156
Island View Apartments	Farmingville	Suffolk	NY	New Construction	Garden	64
Island View Apartments	Farmingville	Suffold	NY	New Construction	Garden	160
Lexington Club at Galleria	Poughkeepsie	Dutchess	NY	New Construction	Garden	160
Chimney Ridge Apartments - Phase I	Lexington	Lexington	SC	New Construction	Garden	152
Chimney Ridge Apartments - Phase II	Lexington	Lexington	SC	New Construction	Garden	48
Willow Creek Apartments	Mt. Juliet	Wilson	TN	New Construction	Garden	144
					TOTAL	**22,079**

Updated 7/11/2011

SLOCUM PLATTS
ARCHITECTS

Slocum Platts Architects, P.A. is an Architecture firm specializing in innovative design, located in Winter Park, Florida. Partners Randall J. Slocum and William P. Platts blend diversified portfolios in custom residential, multi-family, commercial, restaurant, resort hospitality, historic preservation, religious/education facilities and independent / assisted living facilities. The firm provides detail oriented service to their clients, stemming from combined talents in conceptual programming, planning, architectural design, documentation, construction administration and rendering presentations.

William P. Platts / Principal

Education:

Clemson University, Clemson, South Carolina
Masters Degree in Architecture, 1986
Charles E. Daniel Center for Research and Urban Studies, Genoa, Italy, 1984
Bachelor of Science in Design, 1984

Professional Registration:

April 1990	State of Florida, AR013262
June 1991	NCARB
Sept. 2000	State of Texas, 17131
May 2002	State of N.C., 9144
June 2002	State of Georgia, RA010607
June 2003	State of Maryland, 0013551
May 2006	State of Tennessee, 00103286

Randall J. Slocum / Principal

Education:

Montana State University, Bozeman, MT
5 Year Bachelor of Arts in Architecture, 1983
Masters Degree in Architecture, 2008

Professional Registration:

May 1990	State of Florida, AR0013350
Aug. 1990	NCARB
April 2001	State of N.C., 8856
Sept. 2001	State of Montana, 2382
Mar. 2003	State of Michigan, 1301050271

Russel M. Goliath / Director of Architecture

Education:

Andrews University, Berrien Springs, Michigan
5 Year Bachelor of Arts in Architecture, 1991

HIGHLIGHTED ASSISTED / INDEPENDENT LIVING FACILITIES / SENIOR APARTMENTS:

Oakview Assisted Living Facility	Orlando, FL 2010
Madison Glen Senior Housing Apts.	Ormond Beach, FL. 2010
Madison Vines Senior Housing Apts.	Ft. Pierce, FL 2010
Madison Manor Senior Housing Apts.	Jacksonville, FL 2007
Lansdowne Terrace	Tampa, FL 2005
Glenbrooke Pines Assisted / Independent Living Facility	Palm Bay, FL 2003

HIGHLIGHTED RELIGIOUS FACILITIES:

Seventh Day Adventist Church	Sanford, FL 2009
St. Anastasia Administration Building	Ft. Pierce, FL 1996
St. Anastasia Classroom Buildings	Ft. Pierce, FL 1996
St. Anastasia Band Room	Ft. Pierce, FL 1999

HIGHLIGHTED GOVERNMENT PROJECTS:

City of Haines City Armory	Haines City, FL. 2009
City of Haines City Concession Building	Haines City, FL. 2009

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ARCHITECTS

HIGHLIGHTED REHABILITATION PROJECTS:

Seventh Day Adventist Day Care	Sanford, FL. 2009
The Preserve	Orlando, FL 2007
Marina Landing	Orlando, FL 2006
Park @ Lee Vista Apartments	Orlando, FL 2005
Camden Bay Apartments	Tampa, FL 2005
McArthur Golf Club	Hobe Sound, FL 2005
Osprey Links	Orlando, FL 2004
Gates @ Harbor Town	Orlando, FL 2004
The Vinings @ Delray Beach	Delray Beach, FL 2004
Jefferson Summit Apartments	Orlando, FL 2003

HIGHLIGHTED MULTI-FAMILY PROJECTS:

College Suites at Woodbury Rd.	Orlando, FL. 2010
Landmark at Universal Apts.	Orlando, FL. 2009
Lakewood Dormitory	Fern Park, FL. 2009
Santa Fe Apartments	Gainesville, FL 2008
Links at Bent Creek	Jacksonville, FL 2008
Bella Via Condominiums	Charlotte County, FL 2007
Avalon Park Townhomes Phase I - IV	Orlando, FL 2005 - 2007
Kennesaw Farms: ***Aurora Award Winner in 2009***	
Grand Aurora Award in 2009	
Best in State Award Winner in 2009	Tennessee, 2006
Arlington Place	Winter Park, FL 2006
La Amistad Phase II	Orlando, FL 2006
Overvue Condominiums	St. Petersburg, FL 2006
Penn. Ave. Townhomes: ***Grand Aurora Award Winner in 2007***	Winter Park, FL 2005
Apollo Beach Condominiums	Apollo Beach, FL 2005
Park Towers @ Uptown	Altamonte Springs, FL 2005
Tuscan Reserve Condominium: ***Aurora Award Winner in 2007***	Palm Coast, FL 2005
Gainesville Place Apartments	Gainesville, FL 2005
Black Pearl Condominiums	Daytona Beach, FL 2005
Harbor Vista Condominiums	Leesburg, FL 2004
Blanton Commons	Georgia, 2004
The Highlands at Heathbrook	Ocala, FL 2004
Hawthorne Groves at Port Orange	Port Orange, FL 2004
Country Club Oaks	Orlando, FL 2004
Woods Crossing II	Easton, MD 2004
Park Place Townhomes: ***Grand Aurora Award Winner in 2004***	Winter Park, FL 2003

HIGHLIGHTED MULTI-FAMILY AFFORDABLE HOUSING PROJECTS:

Esperanza Apartments	Naples, FL. 2010
Signature Crossings Apartments	Osceola County FL. 2010
Beach Village Apartments	Flagler County FL. 2009
Covington Townhomes	Oviedo, FL. 2009
Lakewood Pointe Apartments	Tampa, FL. 2009
Fountains at Falkenburg Apartments	Hillsborough County, FL 2008
Southwinds Apartments	Leesburg, FL 2008
Fairview Cove Apartments	Hillsborough County, FL 2008
Malabar Cove Apartments	Palm Bay, FL 2008
Madison Cay Apartments	Fort Pierce, FL 2007
Rolling Acres Apartments	Lake County, FL 2007

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HIGHLIGHTED MULTI-FAMILY AFFORDABLE HOUSING PROJECTS CONTINUED:

Cape Morris Cove Apartments	Daytona Beach, FL 2007
Spring Lake Cove Apartments	Fruitland Park, FL 2007
Charleston Cay Apartments	Charlotte County, FL 2007
Oviedo Town Center Apartments	Oviedo, FL 2006
Fountains at Millenia ***Grand Aurora Award Winner in 2008***	Orlando, FL 2006
Marbella Apartments	Orange County, FL 2006
Nautilus Cove Apartments	Panama City, FL 2005
Lakeside Pointe Apartments	Leesburg, FL 2005
Cove at Lady Lake	Lake County, FL 2005
Enterprise Cove Apartments	Orange City, FL 2005
Lake Harris Cove Apartments	Leesburg, FL 2005
Belle Isle Apartments	Orlando, FL 2004
Madison Green Apartments	Jacksonville, FL 2004
St. Andrew's Pointe Apartments	Port St. Lucie, FL 2004
Newport Sound Apartments	New Smyrna Beach, FL 2004
Stone Harbor Apartments	Panama City, FL 2004
Hunters Run Apartments	Tampa, FL 2003
Camden Cove Apartments	Naples, FL 2003
Ashton Creek Apartments	Lawrenceville, GA 2003
Bridgewater Club Apartments	Spring Hill, FL 2003
Somerset Club Apartments	Bartow County, GA 2003
Newnan Crossing Apartments	Coweta County, GA 2003
Eagles Pointe Apartments	Glynn County, GA 2003
Westwood Club Apartments	Columbia County, GA 2002
Regatta Bay Apartments	Kissimmee, FL 2002
Newport Sound Apartments	New Smyrna Beach, FL 2002
Cambridge Cove Apartments	Lakeland, FL 2002
Sabal Palm Apartments	Manatee County, FL 2002
Riverside Apartments	Tarpon Springs, Fl 2002
Brittany Bay Apartments	Naples, FL 2002
Brookside Apartments	Alachua County, FL 2001

HIGHLIGHTED HOSPITALITY PROJECTS:

World Quest Resort	Orange County, FL 2004 - 2007
Lake Buena Vista Resorts	Orange County, FL 2004 – 2007
Mystic Dunes Time Share Community	Kissimmee, FL 2000-2007
Sunset Palms Resort	Kissimmee, FL 2006
Celebration World Resort	Kissimmee, FL 2000-2004
Cypress Palms Resort Administration Building	Kissimmee, FL 1999

HIGHLIGHTED COMMERICAL PROJECTS:

Lakewood Health Care	Fern Park, FL. 2009
Absolute Sound	Winter Park, FL. 2008
Windermere Corners	Orange County, FL 2007
Minnesota Office Building	Winter Park, FL 2007
Honda Motorcycle Dealership	Orange County, FL 2002
Prince Bush Office Building	Winter Park, FL 2000
Jamali Art Studio	Winter Park, FL 2000
Harbor Federal Bank Building	Ft. Pierce, FL 2000
Park Place Office Buildings	Metrowest, FL 2000
West New England Office Building	Winter Park, FL 1999
Dexter's Multi-Use Building	Winter Park, FL 1999

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ARCHITECTS

HIGHLIGHTED RESIDENTIAL PROJECTS:

Aurora Award Winners in 1999, 2000, 2003, 2004, 2005, 2006 and 2008:

Habitat for Humanity – ***2009***	Winter Park, FL. 2008
Burden Residence – ***2008***	Orlando, FL 2006
Schenk Residence - ***2006***	Winter Park, FL 2004
McCalley Residence - ***2005***	Indian Harbor Beach, FL 2003
Fuentes Residence - ***2005***	Winter Park, FL 2002
Berman Town homes – ***2004***	Winter Park, FL. 2004
Cordell Residence - ***2003***	Winter Park, FL 2003
Cornell / Pelligrini Isleworth Residence - ***2003***	Windermere, FL 2001
B. Keller Residence - ***2000***	Lake County, FL 2000
R. Keller Residence - ***1999***	Winter Park, FL 1999
Kennedy Cottage	Plattsville, NY. 2009
Prince Ranch House	Shiner, TX. 2010
Williams Residence	Winter Park, FL. 2010
Luthra Residence	Winter Park, FL. 2008
Hill Residence	Orlando, FL. 2008
Hurt Residence	Winter Park, FL. 2007
Glencoe Residence	Winter Park, FL 2007
Windsong Lot #33	Winter Park, FL 2007
Hurt Residence	Winter Park, FL 2007
Lyden Residence	North Carolina, 2006
Ebrill Residence	Lake County, FL 2006
Dietrich Residence	Winter Park, FL 2006
Welker Residence	Orlando, FL 2006
Giacalone Residence	Winter Park, FL 2006
Einhorn Residence	Winter Park, FL 2005
Johnston Residence	Winter Park, FL 2005
Seigle Residence	Winter Park, FL 2005
Hajek Residence	Gulfport, FL 2005
Labadie Residence	Michigan 2004
Culp Residence	Seminole County, FL 2004
Tovissi Residence	Winter Park, FL 2004
Herbert Residence	Phillips Landing, FL 2003
Swann Residence	Orlando, FL 2003
Toye / Glickman Residence	Winter Park, FL 2003
Bethel Residence	Winter Park, FL 2002
McIntosh Residence	Winter Park, FL 2002
Pabst Residence	Winter Park, FL 2002
Lyden Residence	Winter Park, FL 2002
Jaffee Residence	Maitland, FL 2001
Panella Residence	Winter Park, FL 2001
Wetnight Residence	Winter Park, FL 2001
Lawrence Residence	Winter Park, FL 2000

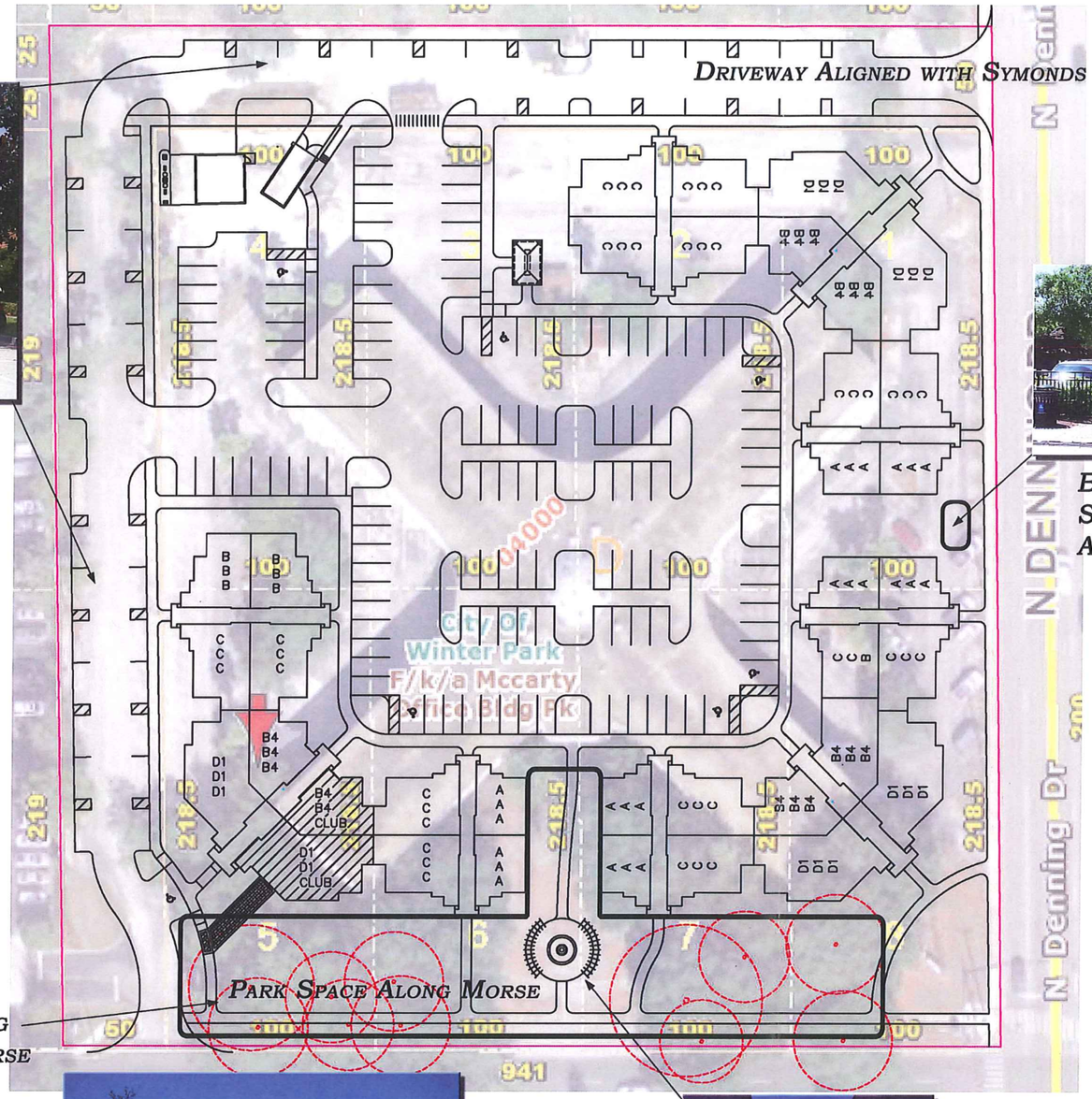
Architectural Design Excellence

106 Apartments

Three 3-Story Buildings

1.6 Parking Spaces Per Unit

Retention Underground

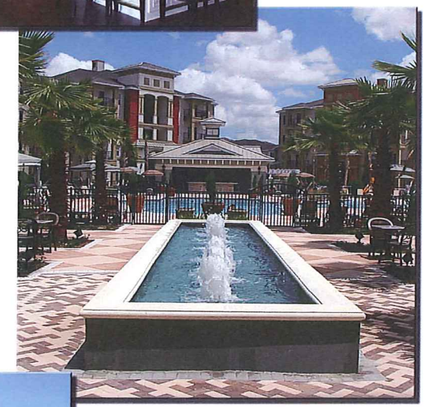


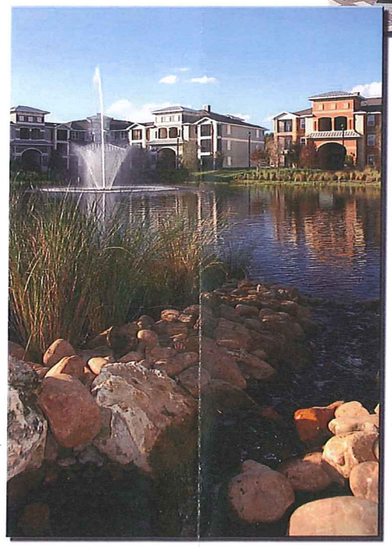
Preserve Existing Trees Along Morse

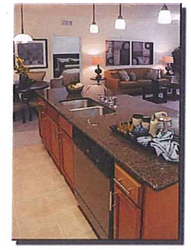
Bus Shelter Subject to Lynx Approval

Typical Streetside Elevation

Typical Atlantic Housing Communities







Atlantic Housing
Family Housing Proposal

Driveway Aligned with Symonds

137 Apartments

Three 4-Story Buildings with Elevators

1.1 Parking Spaces Per Unit

Retention Underground

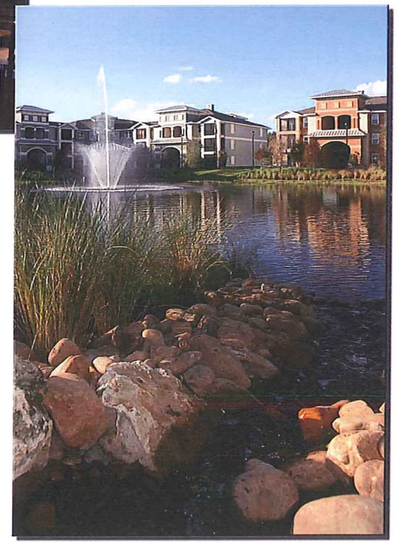
Park Space Along Morse

Preserve Existing Trees Along Morse

Conceptual Building Theme

Bus Shelter Subject to Lynx Approval

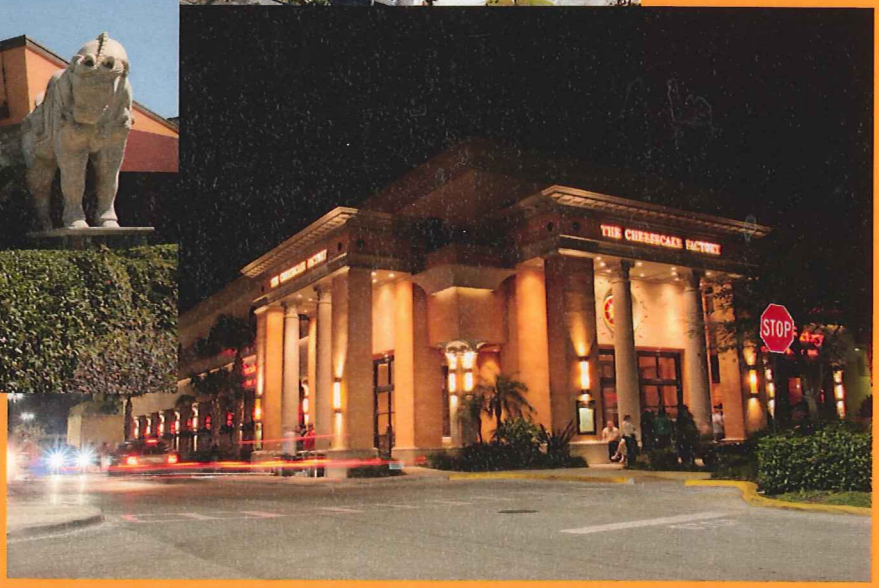
Balconies For "Eyes on the Street"



Typical Atlantic Housing Communities

Atlantic Housing
Senior Housing Proposal

NOTICE OF DISPOSITION



Office of the City Clerk
City Hall
401 Park Avenue South
Winter Park, FL 32789

Submitted August 29, 2011

CASTO

CASTO

August 26, 2011

Ms. Dori DeBord
Economic Development Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Dear Dori:

Thank you for this opportunity to discuss, consider and herein submit our recommendation related to the "Notice of Disposal".

As you know, we have been speaking with a number of business prospects who have a specific plan of action. We are prepared to work with them to maximize the plan.

Our submittal is much more than a prospective plan for the development of the site with the City. It is creating something that will have long standing value and become a legacy in the City for its residential constituents and businesses.

We are prepared to work in unison with whomever the City, its staff or the Commissioners select.

Our plan for "disposal" is directed towards a multi-programmed design and the process involved after developing retained rights, which we would hope to acquire after the transaction.

Please review this proposal at your earliest opportunity and we will be pleased to meet and discuss it further.

Sincerely,

Paul Rutledge
Executive Vice President

Enclosure

Sarasota ▪ 401 N. Cattlemen Road, Suite 108 ▪ Sarasota, Florida 34232 ▪ 941.552.2700 ▪ fax 941.552.9562 ▪ www.castolp.com

CASTO

August 26, 2011

Ms. Dori DeBord
Economic Development Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Dear Dori:

Thank you for this opportunity to discuss, consider and herein submit our recommendation related to the "Notice of Disposal".

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Paul Rutledge
Executive Vice President

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Sarasota ▪ 401 N. Cattlemen Road, Suite 108 ▪ Sarasota, Florida 34232 ▪ 941.552.2700 ▪ fax 941.552.9562 ▪ www.castolp.com

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I. Proposal

II. Aerials and Site Plan of X Building

III. Casto Information

IV. Winter Park Village

CASTO

August 26, 2011

Dori De Bord
Economic Development Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Re: Response to Notice of Disposal
Updated Development Proposal for the "X" Building, Morse & Denning of June 17, 2011

Dear Dori:

As a follow up to our conversations with you, the City staff and other representatives, we are pleased to present the following proposal. We feel confident the execution of a development plan that integrates our property (DMV) with the City's property (X-Building) would maximize property value, preserve the interests of the City and create a valuable long term asset for the community.

Community Goals per the Strategic Plan:

Construction: We have been working with some of the most prominent corporate members of the community, Bonnier and Ruth Chris, along with CNL, the City Commissioners, the Economic Development Board, and neighboring land owners to develop this plan.

Housing: Our plan provides for housing opportunities that would reach out to a unique sector of the community.

Property Values: This plan would create higher property values for most all properties in the area, residential and commercial.

Business: This plan would provide the greatest opportunity to attract new business in complimenting the CNL plan, yet retaining the ability to expand the plan and develop a larger, more integrated project as the market might warrant.

Public Safety: Clearly as opposed to vacant buildings and undeveloped land, there will be a major improvement by the introduction of projects and population.

Social Development: Adequate parking, vehicular access, pedestrian suitability and integrated services will all be additions to the community and the design we have proposed provides the ability to park once and enjoy work, food, entertainment, parks and green space is key to this program.

941.552.2700 ▪ fax 941.552.9562 ▪ www.castolp.com

Sarasota ▪ 401 N. Cattlemen Road, Suite 108 ▪ Sarasota, Florida 34232 ▪

Strategic Project Goals:

The primary goal of the joint development is to provide the optimum development of the X Building and neighboring properties. Significant components would include:

1. Unified and consistent design, including required water retention, parking and landscape.
2. Integrated access and connectivity with the Lake Island Park, Rachel D. Murrah Civic Center and Valencia College as well as Bank First and Winter Park Village, along with other designated components.
3. The first proposed building block of the planned program to connect Fairbanks Avenue to Lee Road by use of the Denning corridor.
4. Creation of a new tax base for long term benefit to the City and its residents.
5. Integrated pedestrian accessibility for corporate and community use, to and from the offices for Ruth Chris World Headquarters and Bonnier Corporate Headquarters.
6. Shared use of proposed infrastructure improvements and parking should significantly increase the amount of open green space and landscape enhancements.

Proposed Venture:

Casto and the City would contribute, free and clear, their prescribed land parcels including the City's 15,000 sf footprint for future office, and Casto's land for the future garage, and/or use rights to same. The value of the land contributed and the structure and terms of this "venture" are to be determined.

Initial Cost for Development Program:

Casto, working with the City and its staff, will commence the design and development plans to provide for the best utilization of the site, specifically focused on attracting appropriate and preferred commercial and/or community users (i.e. library). The costs (up to $50,000) for preliminary design and development drawings shall be advanced by Casto, but subject to repayment out of the first proceeds of any sale or income from the joint venture. All other costs associated with the venture shall be shared 50/50 based upon an agreed budget which is approved in advance.

Execution of the Program:

Casto, working with the City and its staff, will operate as the "master developer" and as such, will engage with prospective tenants/buyers for components of the project, specifically the future office phase. This may include the City's 15,000 sf office footprint, hotel, additional office, senior living, governmental uses (library) and other commercial which will compliment the overall development.

The plan will provide for complete integration with existing properties, including Bank First, Lake Island Park and the municipal facilities of Valencia College and the Civic Center while also providing a segregated ownership format that would permit individual ownership of any one of the components (land parcels) including the library or an office building, by way of example.

The land lease/or sale for the 15,000 sf office footprint, and an additional 30,000 sf future office building would be tied to the use of the parking structure, and the underlying land for the additional parking required (68 parking spaces for the footprint and the 150 additional spaces required in order to maintain a

parking ratio of 5 spaces per 1,000 s.f.) A proposed ground lease/or sale of this office pad, would then be used to finance the needed parking.

This shared investment of approximately equal amounts of land would be financed by the specific user, at a value required to execute the plan of the additional parking. Clearly the FAR attributable to parking is a detriment to this value.

The Long Term Goals:

Casto intends to be a long term holder of its ownership interest in the venture, but could segregate such interest to one or more modules of the designed project, such as the commercial, office, hotel, government offices, or a parking deck. The City could exit the joint venture by a sale of its venture ownership of a parcel(s) or in accordance with an agreed upon purchase formula set forth in the joint venture agreement.

Responsibility of Partners:

Casto would serve as the managing partner of the Joint Venture and be responsible for the day-to-day management; including the arrangement of financing, design and engineering of the project, all pursuant to an approved plan and budget. There would be a category of "major decisions" that would require mutual consent of both joint venture partners (Casto and the City).

Project Plan:

The site plan would include two parcels, a portion of the City's X Building and a portion of Casto's DMV. Adjacent access and connectivity would be targeted to include the Bank First parcel and the Viscaya office building (Casto's), both to the west of the subject parcels.

The conceptual design would provide for five modular parcels designed with flexibility to accommodate the following:

1. Office or Library – by others
2. Senior Living or Office
3. Hotel
4. Parking Structure
5. Commercial

This design should permit us to attract the best user/developer for each modular parcel.

Further, the joint development of such a "Project" could provide for the following:

1. Water/Drainage: A more efficient and cost effective program for addressing on and off site water retention for both property owners.
2. Parking: Assuming the parking garage, parking required and necessary for both the daytime office and nighttime residences is best utilized within the least amount of impervious space.
3. The cohesive design would provide to maximize the savings of the construction costs for both parties.
4. The land value of the X Building could be increased by the building capacity.

5. With the inclusion of the X Building addition, the timeline for development of the DMV parcel could be advanced providing additional tax revenue of a significant level to the City, for both properties.

We are prepared to meet with the City to develop a strategic plan for the above at your convenience. We strongly urge that the disposition of the proposed X Building to give consideration to the above.

Because the City and Casto own or control adjacent parcels, Casto is uniquely positioned to enhance the potential use and value of the City's property. We can jointly modify setbacks, create mutually beneficial easements, minimize curb cuts on Denning and maximize value by placing parking on an interior parcel of the Winter Park Village.

An integrated site plan with a pedestrian/vehicular pattern will be a key building block to the Denning corridor as well as integration to all of the existing community focal points such as Lake Island Park, Valencia College and the Rachel D. Murrah Civic Center.

Casto is prepared to commence with a detailed review of the plans enclosed, working with ACi, the City, another developer and the community to establish a long term plan conceived to provide both long term value and a community asset that enhances the Denning corridor and establishes a public/private assets that the City can be proud of.

We are prepared to meet at your earliest convenience to discuss this exciting plan.

Sincerely,

Paul Rutledge
Executive Vice President

Enclosures

Tangerine Pl
Orange Pl
Dixie Pkwy
Brock St
Alpine Dr
Lyndale Blvd
Sunnyside Dr
Granville Pl
Williams Dr
Ibis Ct
Cardinal Ct
Summerland Ave
Green Cove Rd
Summer Way
S Orlando Ave
Ridgewood Ave
Louisiana Ave
Via Lugano
Villa Circle
Grove St
Gem Lake Dr
Orange Tree Ct
Monroe Ave
Bering Ave
Elvin Ave
Durham Ave
Turner Rd
Glendon Pkwy
Albert Leo Pl
Aldrich Ave
Beard Ave
Bennett Ave
Kindel Ave
Loren Ave
Benjamin Ave
Lee Rd
Pansy Ave
Oakridge
Penn Pl
Raintree Ct
Park Ave
Boloit Ave
McKean Circle
Stovin Ave
Seminole Dr
Old England Ave
Georgia Ave
Keyes Ave
N New York Ave
N Pennsylvania Ave
Railroad Ave
Carver St
W Webster Ave
Callahant St
Dunbar St
Depugh St
Whipple Ave
W Swoope Ave
Interlachen Ave
W Canton Ave
Cole Ave
Virginia Ave
Garfield Ave
Lincoln Ave
W Morse Blvd
E Morse Blvd
S Knowles Ave
S Center St
W Welbourne Ave
W New England Ave
E New England Ave
Executive Dr
Webster Ave
Marion Dr
County Club Dr
Blossom Ln
Lake Dr
Lakefront Blvd
Gay Rd
Trovillion Ave
Killarney Dr
Fairview Ave
Beechview Ave
Winter Park Village
DMV-SITE
X-SITE
Symonds Ave
Galloway Dr
corporate square, Orange county, fl
2675 ft
28°36'19.92" N 81°21'36.38" W
© 2009 Tele Atlas
Oct 2006
Google
Eye alt 9258 ft

EXISTING SIGNALIZED INTERSECTION

EXISTING SIGNALIZED INTERSECTION

DENNING AVE

DENNING AVE

PROPOSED SIGN

EXISTING ENTRANCE

WALK

WALK

WALK

PLAZA

LANDSCAPE

40

33

238.00

SENIOR HOUSING
14,518 S.F.

61.00

8

25

42

21

21

11

CANTON AVE

PROPOSED ENTRANCE

288.00

65.00

HOTEL
18,756 S.F.

FUTURE OFFICE
15K

300.00

OFFICE
28,327 S.F.

EXISTING GREEN SPACE

EXISTING WALK

WEST MORSE BLVD.

EXISTING PARK

GARAGE 100 SPACES PER FLOOR

PROPOSED ENTRANCE

FUTURE
GARAGE
±50 SPACES

184.00

289.00

100.00

17

34

34

34

24

16

EXISTING ENTRANCE

REMOVE EXISTING ENTRANCE

EXISTING LOADING

BLDG 'F'

ADJACENT SITE – NOT INCLUDED

This information show is not a representation, warranty or guarantee as to size, location or identity. Tenants, buildings, parking, ingress, and egress are subject to changes, additions and deletions as the architect, landlord or any governmental agency may direct. Any specific tenant referenced herein is subject to change, deletion, change of location, etc., at any time without prior notice.

WINTER PARK VILLAGE
DMV + X SITE

GRAPHIC SCALE
25 0 12.5 25
(IN FEET)

PROPOSED LAYOUT 9

August 25, 2011

CASTO
401 N. Cattlemen Road
Suite #108
Sarasota, Florida 34232
Phone: (941) 552-2700
Fax: (941) 925-9562

CASTO

Our world-class portfolio includes income-producing retail, residential, office and industrial properties located in ten states and Puerto Rico.

Retail

OHIO

Greater Columbus
Avery Square
Bexley Square
Capella Centre
Carriage Place
Century City Plaza
Dublin Plaza
Eastland Centre
Easton Square
Fairfield Square
Farmers Market
Genoa Square
Graceland
Great Eastern
Great Southern
Great Western
Grove City Plaza
Groveport Plaza
Kohl's Plaza
Lennox Town Center
Market at Roger's Corner
Mayfair Center
Morse Road Retail
New Albany Square
New Market
NorthPointe Plaza
NorthRidge Crossing
Northwest Plaza *
Oak Creek Center
Office City
Olde Sawmill Square
Olentangy Square
Pickerington Square
Sancus Retail Center
Shoppes at Sugar Run
Shops at Westar
SouthWest Square
StoneRidge Plaza
Sun Center
Sunbury Plaza
Tanglewood Plaza
Taylor Square
Thurber Village
Town & Country
Tuttle Crossing
Valley Quail
Vista Plaza
Waterloo Crossing
West Broad Property
Westerville Plaza
WestPointe Plaza
Whitehall Development
Winchester Business Park
Winchester Square

Greater Cincinnati
Arbor Square
Deerfield Towne Center
Eastgate Marketplace
Eastgate Square
Glenwood Crossing
Governor's Plaza
King's Mall
Montgomery Crossing
Rookwood
Tri-County Marketplace
Western Hills Marketplace

Other Ohio Cities
Circleville Plaza, *Circleville*
Country Fair, *Zanesville*
Cross Creek, *Heath*
Town & Country, *Kettering*

ALABAMA
Circuit City Plaza, *Huntsville*
Enterprise Plaza, *Huntsville*
Shoppes at Deerfoot, *Trussville*

FLORIDA
Clermont Town Center, *Clermont*
North River Village, *Ellenton*
St. Armand's Circle, *Sarasota*
Whole Foods Market Centre, *Sarasota*

ILLINOIS
Lakewood Plaza, *Bloomington*
Randhurst Village, *Mount Prospect*

INDIANA
Coldwater Crossing, *Fort Wayne*
West Carmel Marketplace, *Carmel*

NEW JERSEY
Bonefish Grill, Fleming's Steakhouse, *Marlton*

NORTH & SOUTH CAROLINA
Barefoot Commons, * *Myrtle Beach, SC*
Berkeley Crossing, * *Goldsboro, NC*
Coddle Creek Market, *Charlotte*
Hanes Point, *Winston-Salem*
Holly Springs Crossing, * *Holly Springs, NC*
Indigo Corners, * *Durham, NC*
MacGregor Square, * *Cary, NC*
Memorial Commons, *Goldsboro, NC*
Regency Village, *Charlotte, NC*
Renaissance Village, *Durham, NC*
Shoppes at Indian Trail, * *Indian Trail, NC*
Stone Creek Village, *Cary, NC*
Stonebridge Village, * *Cary, NC*
Sunset Commons, * *Ocean Isle Beach, NC*
University Commons, *Burlington, NC*
University Place, *Charlotte, NC*
Wilkinson Crossing, * *Charlotte, NC*
Woodside Village, * *Murrell's Inlet, SC*

VERMONT
Shaw's Market, *Burlington*

Residential

Chestnut Hill, *Columbus, OH*
Colonial Village/
Mt. Vernon Arms, *Newark, OH*
Eastpointe Lakes, *Columbus, OH*
Glenchester Lakes, *Galloway, OH*
Glenmuir, *Columbus, OH*
Lakes at Woodmont, *Perrysburg, OH*
Lakes of Olentangy, *Lewis Center, OH*
Morse Glen, *Columbus, OH*
Ridge at Chestnut Hill, * *Columbus, OH*
Sawmill Commons, *Dublin, OH*
Vista at Rocky Fork, *Gahanna, OH*
Wexford Lakes, *Columbus, OH*

Lifestyle & Mixed-Use

Broad & High, *Columbus, OH*
Lakeside Village, *Lakeland, FL*
Main Street at Lakewood Ranch, *Lakewood Ranch, FL*
Morrison, *Charlotte, NC*
Winter Park Village, *Winter Park, FL*

Office & Industrial

Airport Commerce Park, *Columbus, OH*
Columbus Corporate Center, *Columbus, OH*
Corporate One Office Park, *Monroeville, PA*
Corporate One West, *Monroeville, PA*
Federal Properties, *Columbus, OH*
First & Market Building, *Pittsburgh, PA*
Mill Run, *Columbus, OH*
Sunbury Woods, *Westerville, OH*
Scotiabank Office Building, *San Juan, PR*

** Indicates management only by Casto*

PUERTO RICO
65th Infanteria, *San Juan*
Centro del Sur, *Ponce*
Eastern Plaza, *Fajardo*
El Monte Town Center, *Ponce*
Mountain View, *Carolina*
Plaza Caparra, *Guaynabo*
Plaza Villa Blanca, *Caguas*
Reparto Metropolitano, *Rio Piedras*
Santa Rosa Mall, *Bayamon*

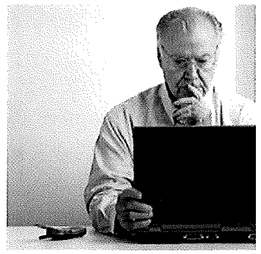
CASTO

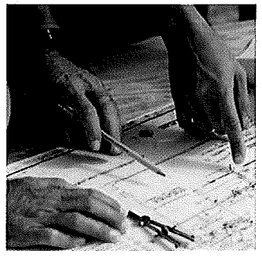
More than a development company.

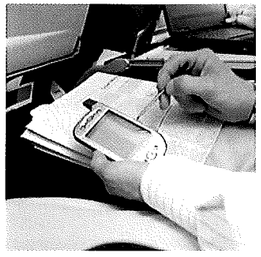
Casto is a multi-faceted organization that integrates a full range of real estate services managed by a highly responsive team of professionals. The full scope of our competencies are applied to our own projects, whether from ground-up, acquired or redeveloped, as well as those for clients seeking a single-source company for their real estate needs.

Asset Management. With the goal of optimizing performance, our asset management group oversees all aspects of each real estate asset with an eye toward maximizing its value to ensure future profitability. With this vision for long-term growth, we keep projects moving forward by providing the kind of comprehensive management and performance that produce results.

Development. Our experienced development team manages all aspects of the development process, including project feasibility, market evaluation, site acquisition, land planning and engineering, plus all aspects of the public entitlement process, including public incentive and the very complex zoning process. From single-pad users to multi-anchored shopping centers and luxury apartment communities, from ground-up projects to redevelopment and expansion programs, we apply the same resolute attention-to-detail for our clients that we do for our own projects.







Property Management. The property management team is responsible for the physical maintenance of our properties, tenant and resident management, tenant coordination, lease compliance and accounting. From service contracts to annual budgets and procedures, every operational aspect of our commercial and residential properties, including rent collection, CAM, taxes and insurance, energy management and maintenance contracts, is continuously analyzed to achieve ownership objectives.

Financial Services. Casto provides comprehensive financial management of each asset for our owners and investors. Our financial services include mortgage banking, commercial mortgage loan servicing, and construction loan, equity investment, mezzanine financing and brokerage services. We have established and continue to maintain excellent relationships with financial institutions, institutional lenders and equity investors to facilitate capital formation for the financing of real estate developments, construction and acquisitions as well as the refinancing of existing commercial and multi-family properties.

Brokerage. Casto's brokerage team approaches every real estate transaction as an opportunity to craft expert and innovative solutions. Our brokerage services include the acquisition and disposition of land and office, commercial and multi-family properties; the leasing of retail, office and mixed-use properties; and tenant representation of office and retail tenants. We understand the needs and economics from every perspective and realize that the complex and unique nature of every transaction requires the knowledge of the requirements essential to ensure maximum value.

Investment Sales. Casto Investment Sales is a full-service brokerage company that represents buyers and sellers of multi-family, office and retail investment properties. Our experience, expertise and broad-based understanding of the real estate industry provide great benefit to clients who wish to purchase, sell or exchange real estate.

CASTO

Casto's management team is actively involved in the organization's day-to-day operations and guides the company to continued excellence and growth.

Frank S. Benson, III joined Casto in 1975 after graduating from the School of Management at Babson College in Wellesley, Massachusetts. Benson is a partner of Casto and his fields of expertise and specialization include financing and management.

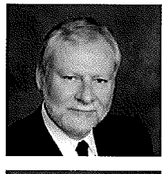
Don M. Casto, III is a partner of Casto. He joined the organization in 1971 after practicing law in San Francisco, California. He is a graduate of Stanford University and Stanford Law School and holds a Master's of Law degree in Natural Resource Law from George Washington University. Casto is actively involved in the company's leasing and development activities.

Stephen E. Dutton, partner, joined Casto in 1995 and oversees the organization's operations, asset and liability management, capital sourcing and investment activities. He has an undergraduate degree from Ohio Wesleyan University and an MBA from The Ohio State University. Prior to joining Casto, Dutton was a CPA with the international accounting firm of Haskins & Sells (now Deloitte) and also held executive finance positions with several private businesses.

Brett Hutchens is the partner in charge of Casto's lifestyle properties division. Hutchens received a business degree from Ohio University and law degree from Capital University. He practiced commercial law for several years prior to entering commercial retail development in the mid-1980s. Hutchens has been directly responsible for the development of 5,000,000 square feet of commercial retail properties in seven different states, including 1,000,000 in Florida, since joining Casto in 1995.

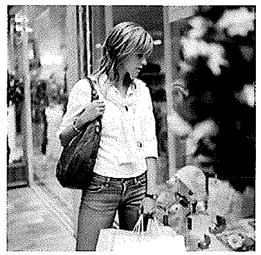
Paul G. Lukeman, partner, heads up Casto's retail development. He has been closely involved with the major growth of the firm over the past fifteen years. Lukeman received his bachelor of arts degree from Dartmouth College and his law degree from the University of Virginia Law School. He previously practiced law as a partner in the Columbus, Ohio law firm of Chester, Willcox & Saxbe and began his development career with R.J. Solove & Associates, a Columbus-based real estate development firm.

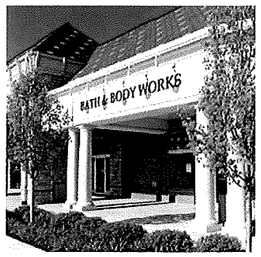
Anthony A. Martin joined Casto as president of State Street Capital, a division formed in 1995, and a partner of Casto. Martin graduated from the University of Dayton in 1976, then spent three years on the audit staff of a "Big Six" public accounting firm and obtained CPA certification. He entered the investment banking industry as a corporate finance professional for a large regional investment banking firm in Columbus, Ohio specializing in the financing, acquisition, sale and joint venture of retail and multi-family real estate.

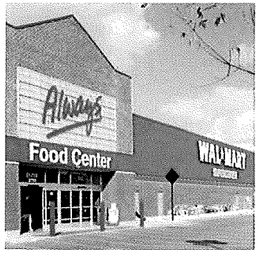


William J. Riat, partner, joined Casto in 1995 and is actively involved with the company's downtown and mixed-use development projects and heads the residential division. Prior to joining Casto, Riat served as president of Newtowne, Inc. and vice president of architecture for Borror Corp. Riat is a 1973 graduate of The Ohio State University School of Architecture.

Linda Swearingen joined Casto as Executive Vice President of Asset Management in 2002. She oversees the management and performance of the organization's retail shopping center portfolio as well as current acquisition and disposition activities. Prior to joining Casto, she was Senior Vice President, Finance/Investor Relations for Konover Property Trust based in Cary, North Carolina and Assistant Vice President in the commercial real estate area of Bank One Dayton. She holds a B.S. degree in Business Administration from Bowling Green State University.







CASTO

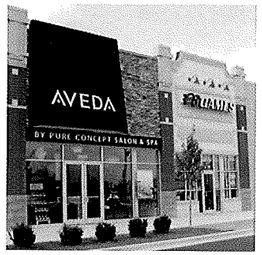
Experts in retail.

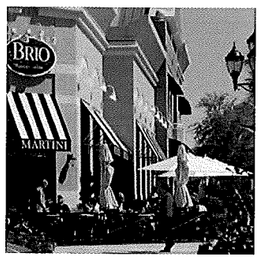
Since 1929 Casto has been an innovator in the retail marketplace. Our world-class portfolio includes more than 23 million square feet of retail space and reflects more than 80 years of experience in creating and managing strategically strong shopping and entertainment centers.

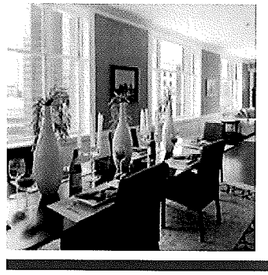
In 2001 Casto acquired 13 shopping centers from Duke-Weeks Realty Corporation, expanding our presence in the Indiana, Illinois and Cincinnati, Ohio arenas. The 1999 partnership with R.J. Solove & Associates added 22 shopping centers to the Casto portfolio and created a formidable force in the Columbus, Ohio retail market. In 1995 we established Casto Lifestyle Properties (formerly Casto Southeast) and committed significant resources to retail development in Florida with special emphasis on mixed-use lifestyle centers. In 2005 we entered the North Carolina market and have rapidly expanded that portfolio to more than 1.5 million square feet. In 2008 Casto partnered with Commercial Centers Management, Inc. and entered the Puerto Rican commercial real estate market with the acquisition of 1.7 million square feet of retail and office. The synergy generated by growing our portfolio is achieving exceptional results...strengthening commercial relationships and creating better shopping environments.

The key to Casto's success is our determination to create the greatest value for our tenants and the communities in which our centers are located. Since Don M. Casto, Sr. first introduced the concept of collective merchandising seven decades ago, we have achieved a thorough understanding of our markets and offer strategic, convenient locations with the best mix of dynamic anchor tenants and complementary retailers to stimulate increased sales throughout our shopping centers. For more than eight decades, we have built a foundation of experience and trusted relationships with an unusually high number of long-term relationships in an industry known for change. We believe that nurturing an extensive network of local, regional and national tenants provides the opportunity to realize mutual goals and profitability and that our solid market knowledge, consistent first-rate service and honest, straightforward dealings all contribute to successful relationships. Our centers are further strengthened by carefully planning peripheral properties to provide otherwise unsatisfied uses in the shopping centers. It is our commitment to maintaining the highest possible design, construction and property management standards that keeps retailers and customers returning time and time again.

www.castoinfo.com







CASTO

Changing the way people live, shop, work and play.

In the real estate industry, Casto is more than a development company. We are a privately held, fully integrated real estate services firm based in Columbus, Ohio that provides expert and innovative solutions and maintains the highest standards of client service. Our portfolio includes shopping centers, multi-family communities and office and industrial properties located in ten states and Puerto Rico.

With more than eight decades of successful development and management of commercial, industrial and residential real estate, we continue to utilize our core competencies, market strengths and competitive advantages in ways that produce substantial returns, both financial and non-financial, for our clients, investors, partners and the communities in which our projects are located. For us, it's more than just the bottom line - it's about creating value and changing the way people live, shop, work and play. We are a team of more than 300 associates who bring diverse talents, perspectives and experience to the Casto name and believe the best efforts are rewarded with the best results.

We are growing our portfolio and achieving exceptional results. In the last several years, we have more than doubled our real estate holdings. We have established and continue to maintain excellent relations with financial institutions and institutional lenders to facilitate the financing of our real estate developments, construction and acquisitions as well as the refinancing of existing properties. A survivor in a changing market and an innovator in a booming economy, we have prepared for a very successful future.

23,000,000+ square feet of retail space in
100+ shopping and lifestyle centers
3,500+ multi-family units in 12 apartment communities
80+ years in business

www.castoinfo.com

CASTO

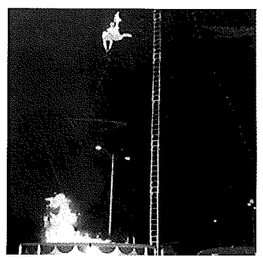
Committed to providing the best in apartment living.

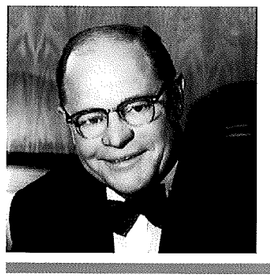
For eight decades, Casto has sustained its position as a leader in the real estate industry. The company's strong foundation was established by its visionary founder, Don Monroe Casto, Sr., who began as a builder of single-family homes in 1926. When he met resistance from prospective homeowners because there was nowhere nearby to shop, the company's focus shifted to retail development.

Since resuming an ambitious residential agenda in 1995, Casto now owns and manages nearly 3,600 units in 12 luxury and affordable apartment communities throughout Ohio. The company will continue to add to its residential portfolio both through development and acquisition with projects and product types that are ideally positioned to experience quick absorption and high occupancy.

At Casto, we achieve success by applying solid market knowledge, astute planning and exceptional service. Strategic locations, innovative home designs, construction standards that exceed industry norms and exceptional amenities characterize each of our residential communities.

A closer look reveals a multi-faceted, in-house operation that integrates a full range of services managed by an energetic, highly responsive team of real estate professionals. Our development, construction, leasing, maintenance, accounting and marketing specialists all provide expertise in their specific areas and demonstrate a strong commitment to understanding goals and objectives and devising action plans that allow us to not only achieve but surpass expectations.





CASTO

Making retail history.

Casto's strong foundation is based on the beliefs and values of its visionary founder, Don Monroe Casto, Sr., an enterprising and innovative businessman who began his development career in the mid-1920's as a builder of single-family homes in Upper Arlington, Ohio, a suburb of Columbus.

When he met sales resistance from prospective new homeowners because there was nowhere nearby to shop, Casto was determined to provide them with the types of stores they frequented. In 1928 he opened Grandview Avenue Shopping Center, the first shopping center built to serve a trade area reaching beyond its immediate neighborhood and the first to have more than one national grocery chain store. A&P, Kroger, Piggly-Wiggly and Polumbo's (a local grocer) joined more than 20 other merchants in the center. The center's opening was celebrated with a parade featuring members of the original "Our Gang" films, a streetfair with children's games and musical entertainment. A county-wide contest was sponsored by The Columbus Dispatch and Loew's Theatre to select local children to appear in an Our Gang feature. The "Bank Block," so named because First Citizens Trust was the first tenant in the center to open its doors, was added to the National Register for Historic Places and is still a thriving retail corridor.

Town & Country, known to many as the "Miracle Mile" and to others as "Casto's Folly," opened in 1949 in suburban Whitehall, Ohio and was one of the nation's first regional shopping centers. The opening of Town & Country saw many "firsts" in the shopping center industry, including the first suburban locations for retailers like JCPenney, Richman Brothers, Kresge and Kay Jewelers. Casto convinced the Columbus Railway Power & Light Co., which controlled public transportation at the time, to establish the first bus line to a suburban shopping center. Merchants were required to break a longstanding tradition and remain open until 9PM six days a week since an estimated 70% of sales would be trams- acted between 5 and 9PM. Major retailers were also convinced to abandon their traditional signs for lighted signs that were visible from the street after dark.

Constant promotions were considered essential to the success of the early shopping centers. Summers brought a flurry of activity to shopping centers. Shows and activities to entertain children, such as Grandma Carver, a high-dive artist who would plummet 90 feet into a 5' water tank topped with flaming oil, also served as ways to persuade parents and grandparents to visit the centers. Wrestling matches and square dances were held on the parking lots many Saturday nights after the stores closed. Other innovative promotions included marking the start of the Christmas shopping season with Santa's arrival by helicopter, sidewalk art shows featuring local artists and crafts men, and centerwide sales events and contests.

Internationally recognized as a pioneer in the shopping center industry, radio commentator Paul Harvey described Don M. Casto, Sr. as "the man who changed the shopping habits of the free world" after his death in 1963.

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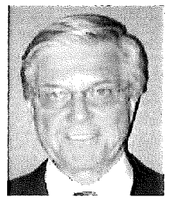
CASTO SOUTHEAST REALTY SERVICES



Brett Hutchens
President & CEO

Brett Hutchens is the partner in charge of Casto retail development in the southeastern United States. Hutchens received a business degree from Ohio University and law degree from Capital University. He practiced commercial law for several years prior to entering commercial retail development in the mid-1980s. Hutchens has been directly responsible for the development of 5,000,000 square feet of commercial retail properties in seven different states, including 1,000,000 in Florida since joining Casto in 1995.

Paul Rutledge
Executive Vice President, Operations

Paul is Executive Vice President and Chief Operating Officer at Casto Southeast Realty Services, located in Sarasota, Florida. Paul has been involved in the real estate industry for over 30 years. Paul is certified by ICSC as a Certified Leasing Specialist (CLS) and Shopping Center Senior Manager (SCSM); Paul has particular expertise in acquisitions, sale, management, leasing and re-development.

Paul currently sits on the Florida Redevelopment Association Board of Directors, Co-chair of the Diversity Committee and the Energy Committee. Paul also sits on the Florida ICSC Board. He is a past member of BOMA, Board of Commercial Realtors and Ethics Board of Society of Commercial Realtors and Rotary.

George Brusco
Vice President, Leasing

George has been involved in all aspects of commercial real estate for 25 years. Primary experience includes site selection, acquisitions, leasing, property management and disposition. During his eight years at Casto he has leased in excess of one million square feet of retail and office space with national, regional and local tenants.

George is a Certified Property Manager (CPM) from The Institute of Real Estate Management, a Certified Commercial Investment Member (CCIM) from the National Association of Realtors, and holds Real Estate Broker Licenses in Florida and South Carolina, and is a member of the International Council of Shopping Centers (ICSC).

Mary Harrison
Vice President, Finance and Administration

Mary Harrison has over 25 years experience in accounting and financial management and has been successful in developing and sustaining efficient financial accounting operations for commercial development projects in Florida and North Carolina including budgeting, forecasting and cash management. Additionally she manages revenues and costs of the CSRS Management Company.

Mary is a graduate of the UNLV MBA program.

Mary Pat Baxter
Legal Counsel

Mary Pat has been general counsel for various real estate development firms for over 30 years. Admitted to both the Florida bar (1996) and the Maryland Bar (1979), she has been active in all aspects of commercial real estate, negotiating purchase contracts and drafting leases, conducting loan closings, reviewing title and environmental reports, and handling insurance claims. Prior to moving to Sarasota, Florida, in 2003, Mary Pat was general counsel as well as an owner in a Maryland real estate company that developed and managed shopping center, flex, office and industrial projects as well as 4,000+ apartment units and 17 Burger King restaurants.

Mary Pat is a member of the International Council of Shopping Centers as well as the American Bar Association and the Florida and Maryland state bar associations. She is a graduate of College of Notre Dame and University of Maryland Law School.

Pat Westerhouse, CLS, SCSM, CPA
Regional Property Manager

Pat has been involved in the real estate industry for over 25 years. Primary experience is shopping center operations including marketing, security, maintenance, merchant relations, budgeting and reporting. Additionally, she has negotiated numerous office and retail leases for both national and local tenants.

Pat serves on the board of directors of the Downtown Improvement District for the City of Sarasota. She is licensed in the state as a real estate broker sales associate, certified public accountant and community association manager. Pat is also a member of the International Council of Shopping Centers and certified by the ICSC as a Certified Leasing Specialist and Shopping Center Manager and a member of American and Florida Institute of Certified Public Accountants.

Barbara Carnes
Senior Leasing Representative

Barbara has been involved in commercial real estate for 30 years. Primary experience as a retail and office leasing specialist, her duties include budgeting and reporting to asset managers and property ownership, market analysis and developing unique ways to lease the vacant spaces with national, regional and local tenants. She is a member of the International Council of Shopping Centers and licensed in the state of Florida as a real estate sales associate.

Don Pieper
Director Retail Construction

Don has over 30 years in the retail construction industry. During his 4 years at Casto his primary focus has been to complete retail projects within the appropriate schedule, budget and specifications.

Don is a Florida State Certified General Contractor. He is a member of Associated Builders and Contractors, The Construction Management Association of America and is currently working on his LEED Certification.

John Hutchens
Financial Analyst

John is a financial analyst for Casto Southeast Realty Services in Sarasota Florida. Primary responsibilities include pro-forma development, financial reporting and loan administration. Prior experience before joining Casto includes commercial real estate lending as well as commercial valuation services.

John is a member of the International Council of Shopping Centers and is currently working on his LEED certification. He is a graduate of Wittenberg University and the University of Cincinnati MBA program.

Brett Hutchens

Brett Hutchens is President and managing Partner of Casto Southeast Realty Services and is in charge of mixed use lifestyle development for the Casto Organization. Hutchens practiced commercial law in Cincinnati, Ohio for several years prior to entering the commercial retail development business in the mid-1980's. He has been directly responsible for the development of 10,000,000 square feet of commercial retail properties in seven different states. His accomplishments include several power center projects as well as several mixed-use lifestyle projects such as Winter Park Village and Lakeside Village. Brett has been a presenter on mixed-use projects at regional and national programs for Urban Land Institute.

In addition to his business activities, Brett is a past Chairman and 28 year Board Member of Children's Miracle Network Hospitals which benefits 170 Children's Hospitals throughout the US and Canada and has raised over four billion dollars since its inception.

Paul Rutledge

Paul Rutledge is Executive Vice President and Chief Operating Officer of Casto Lifestyle Properties, located in Sarasota, Florida. Paul has been involved in the real estate industry for 29 years and focused specifically on Florida development and re-development. Paul began his career in the shopping center business with the Edward J. DeBartolo Corporation. During his tenure and promotion to mall manager, he overviewed the expansion of the mall by 300,000 square feet. As Partner of The Related Companies of New York, he was responsible for acquisitions, management, leasing and re-development for 12 years. As Senior Vice President for Aegis Realty REIT, (formerly AER on the American Stock Exchange), he was responsible for the acquisition of over $150 million worth of centers, as well as the operation of all the REIT's properties throughout the country (14 states), in addition to being Partner in the redevelopment of projects in Ohio, Los Angeles and Florida. While at Faison, Paul developed almost 2 million SF of retail space in the state, including Winter Haven Citi Centre, South Lakeland Village and Pompano Citi Centre.

Winter Park Village

Winter Park, Florida

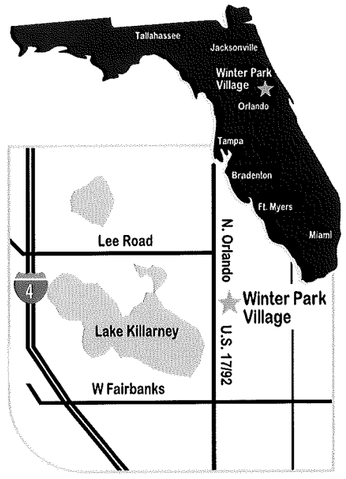
PROPERTY PROFILE

Located in the affluent community of Winter Park, just north of Orlando, this established urban lifestyle center is the area's most exciting destination for upscale shopping, dining and entertainment. Winter Park Village offers the market's most powerful collection of high-end retailers and restaurants, all in a beautiful, inviting, "main street" setting that also includes residential and office uses.

KEY TENANTS
Regal Cinemas
Publix
Loft
Pier 1 Imports
Guitar Center
Jos. A. Bank
Cheesecake Factory
Brio Tuscan Grille
P.F. Chang's
Coldwater Creek
Mitchell's Fish Market

AVERAGE DAILY TRAFFIC
U.S. 17/92: 49,000 cars

LOCATION
U.S. 17/92, just south of Lee Road in Winter Park, Florida



SIZE
Total GLA: 522,000 square feet
Retail: 357,800 square feet
Office: 111,000 square feet
Residential: 60,000 square feet

KEY DEMOGRAPHICS

	THREE MILES	FIVE MILES	TEN MILES
POPULATION 2009 Estimated	75,918	237,349	932,376
POPULATION 2014 Projected	79,579	252,817	986,688
HOUSEHOLDS 2009 Estimated	31,109	97,775	344,168
AVERAGE HOUSEHOLD INCOME	$93,584	$70,108	$65,848
MEDIAN HOUSEHOLD INCOME	$64,102	$53,113	$55,262

FOR MORE INFORMATION
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CASTO

Two Market Wonder

With a new merger, Ohio's Don M. Casto Organization prepares to dominate its two core markets.

Randall Shearin

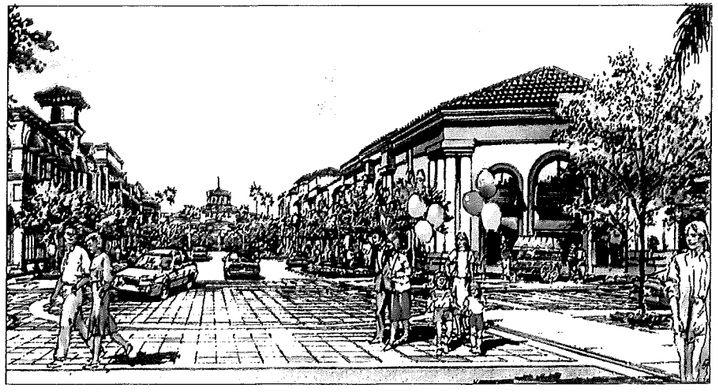
When Don Casto founded the Don M. Casto Organization in Columbus and during the 1930s, did he think he would be building things called entertainment centers and in areas as far away as Florida? Probably not, says his grandson, Don M. Casto III, who, together with his first cousin, Frank Benson, manages The Don M. Casto Organization today. But the company is building some of the most creative properties in Florida and central Ohio and has a bright future as an active player in both markets thanks to a recent merger.

Shopping Center Business recently met with Don Casto III and Brett Hutchens, who heads up the company's Florida activities, at the magazine's offices in Atlanta.

For the past 60 years, The Don M. Casto Organization has been incredibly active in the Columbus market. The company built the first shopping center in the area and has slowed only during the years of World War II. Since 1947, the company has built or acquired more than 20 retail centers in the Columbus market and more than 37 centers in Ohio, Pennsylvania and Florida. The company currently has an additional five centers under development. But the Don M. Casto Organization doesn't just have its hands on retail. The company is also active in mixed-use developments, residential, multifamily housing developments, office and industrial properties and restaurant and hotel development.

Lennox Town Center, Columbus, Ohio.

In the late 1980s, Casto began to develop a number of neighborhood centers in the affluent suburban communities in Columbus. It hasn't really slowed since. In the last five years, the company has built 6 million square feet of retail and continues to diversify its product types.


Rendering of Winter Park Village, an outdoor lifestyle center the company is currently developing in Winter Park, Florida.

Extreme Lifestyle Centers

In an effort to develop new types of properties, Casto developed Lennox Town Center in Columbus, which sits just across the river from the student union at Ohio State University. While not necessarily a lifestyle center or an entertainment center, Lennox combines both while focusing on the students as its audience. The 370,000-square-foot center is anchored by a 24-screen AMC Theatre, Barnes & Noble, Staples and Target. A number of coffee shops and restaurants, including Johnny Rockets, Champps, and Don Pablo's also tenant the center. Could it be that the 80,000 staff and students

Don M. Casto III.

at Ohio State need anything more? It's doubtful.

"The center really goes from 6 in the morning until midnight," says Casto. "It's almost a 24-hour shopping environment."

The center is also interesting to study because of the environmental aspect of its development. An industrial plant sat on the property when Casto purchased it. It remains one of the largest brownfield redevelopment case studies in retail.

Following the success of Lennox Town Center, Casto is developing Winter Park Town Center, a 500,000-square-foot fashion-anchored lifestyle center in Winter Park, Florida, an affluent suburb north of Orlando. The center will be anchored by a 20-screen cinema, large format bookstore and a 60,000-square-foot upscale food market.

The development is actually a redevelopment of the former Winter Park Mall, which was originally anchored by Ivey's and JC Penney. The company demolished all but 146,000 square feet of the center. The anchors for the center are Regal Cinemas, Albertsons, Borders Books, P.F. Chang's China Bistro, Ruth's Chris Steakhouse and Bravo. Hutchens made a marked difference in leasing in that he strived to have daytime traffic generating tenants as well as nighttime. Albertsons Village Market, a 57,000-square-foot high-end grocery, will generate day time traffic, as well as the restaurants. Chamberlain's, a 15,000-square-foot health and gourmet food store, will also have space at the center.

Winter Park Town Center is designed in a fashion so that it has streets that cut through the retail, similar to a town square. The Don M. Casto Organization worked with the community to design the center and listened to residents' feedback as to what they wanted in a new center.

"We caught their vision and it has worked very well between us and the city of Winter Park," says Hutchens.

The center is set to open in different stages throughout 1999. Already, Borders Books and P.F. Chang's are open and, according to Hutchens, doing well. Regal Cinemas is the last tenant scheduled to open. The company anticipates a November 1999 completion date for the center.

Columbus Center Spree

Despite the fact that it is a newfound lifestyle center developer, Casto isn't straying from community centers or other types of development at all. The company has recently started construction on Taylor Square, a 600,000-square-foot power center in Reynoldsburg, Ohio, anchored by the Columbus area's first Wal-Mart Supercenter.

The Casto Organization was also recently chosen for a new urban project for the town of Bexley, Ohio. The company was hired by the town to recreate its downtown. Casto expects to place 150 multi-family units, a parking garage and retail space on the three acres that the town wants Casto to redevelop.

The company has also recently assembled 500 acres contiguous to Leslie Wexner's New Albany housing development in northeast Columbus, where it will develop a mixed-use project that will include 1,000 units of multifamily housing, office and approximately 1 million square feet of retail. Casto expects to build a power center and an entertainment center on the land.

Casto has become one of the largest owners in Columbus through holding its properties year after year and continuing to create value in them. It has several centers in its portfolio that the company has redeveloped time and time again.

"We're so confident of our ability to continue to create value that we keep holding," says Casto.

Florida

The Don M. Casto Organization entered Florida nine years ago through a passive investment with another developer in three small centers. Due to market conditions at the time, the centers have underperformed. Through a mutual friend, the principals met Brett Hutchens in 1995. Hutchens has since developed all of Casto's retail space in Florida. Hutchens serves as regional partner for the company. The company currently has three up-and-running neighborhood centers in Florida, with four under development. By the end of this year, the company will operate more than 1 million square feet in Florida.

The company is currently developing Seminole Lakes Plaza in Punta Gorda, Florida, a 70,000-square-foot community center anchored by Kash N' Karry supermarket. The company is also developing Pine Island Crossing in Cape Coral, Florida, a 185,000-square-foot neighborhood shopping center anchored by Albertsons, Lowe's Home Improvement Warehouse, and 23,000 square feet of small shop space.

In the Orlando suburb of Clermont, the company purchased 240 acres of property, most of which it has sold for adjacent uses. It retained

Brett Hutchens.

PIONEERS OF THE STRIP CENTER

Don Casto is considered one of the pioneers of the strip shopping center. His first major development, Town & Country Shopping Center in Columbus, had several innovations still carried out in developments around the country today. The center had free parking in front of the stores, the stores were open on Saturday, and the stores were open at night. Due to the stores being open at night, Casto created parking lot lighting and illuminated signage. The center was also the location of the first suburban JC Penney and Kresge stores. The center still exists today, at 553,000 square feet and is anchored by Big Bear, Drug Emporium, and Hollywood Video.

several acres to build a 175,000-square-foot retail center called Clermont Towne Center. The center will be anchored by Kash N' Karry and Office Max.

Both Kash N' Karrys will be new prototypes for the grocery store, which is owned by Salisbury, North Carolina-based Food Lion Stores, Inc. According to Hutchens, the new Kash N' Karry prototype will be Food Lion's growth vehicle in Florida. The prototype is entirely different from any grocery store in existence. From the outside, the store looks like a two-story structure. When a customer walks in, they will see the produce and deli as opposed to a typical bank of cash registers.

"It is a very exciting concept," says Hutchens. "Food Lion is defining what it wants Kash N' Karry to be with these stores. This increases the demographic appeal that it targets. We are excited to be a part of it."

Even with over $80 million currently in development in the state, The Don M. Casto Organization is looking at some redevelopment opportunities within Florida as well. It is also looking to acquire centers in the Southeast.

Merger Creates More Opportunity

Despite the fact that the company has had incredible growth over the past few years, it recently merged with R.J. Solove Company, also based in Columbus. The R.J. Solove Company has been a developer of power and neighborhood centers in Ohio for a number of years and is roughly half of Casto's size. The merger increases Casto's presence in the Columbus market, where it currently holds a 40 percent stake in the retail market. The merger was signed in February, and will be complete this July. **SCB**

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"The mall that used to be here was an eyesore. They leveled it and built this. It is like a little village."

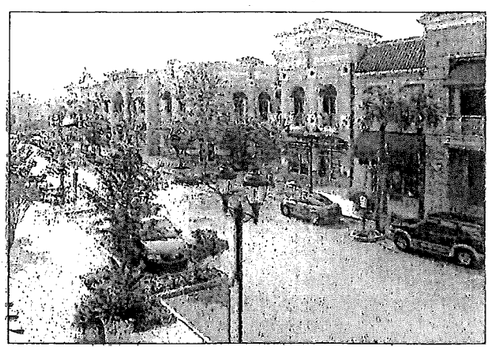
BILL WOODS, customer who makes a 20-minute drive from Altamonte Springs to Winter Park Village

COURTESY PHOTOS

Winter Park Village replaced a 25-year-old mall that was bleeding tenants with a 40-acre development of stores, offices and apartments.

VILLAGE ON THE CORNER

Sarasota County considers a new approach to redevelopment



Winter Park Village's Main Street has parallel parking, wide sidewalks, benches and old-fashioned street lights.

By DALE WHITE
dale.white@heraldtribune.com

WINTER PARK — It's 7 p.m. on a Friday in Winter Park Village, a new-fangled neighborhood with an old-fashioned design, and available parking spaces have become precious commodities.

The line for tickets at the cineplex weaves down the sidewalk and almost into the neighboring pizzeria. Patrons claim almost every table inside and outside the pricey bistros and more budget-friendly diners. Tenants in the loft apartments are coming out to enjoy another evening of dining and entertainment.

"On Fridays and Saturday nights, this place is alive with people," said Ricardo Soto-Lopez, a senior planner with the city of Winter Park who moved from an apartment in downtown Orlando to a loft in Winter Park Village last summer. "It's a good, walkable environment. It works for me."

Sipping coffee outside Barnie's before heading across the street to the Regal Cinema, Bill and Kristina Woods said they fre-

PLEASE SEE VILLAGES ON 2B

Sarasota company turned dead mall into lively village

VILLAGES FROM 1B

quently make the 20-minute drive from Altamonte Springs to Winter Park Village — passing other commercial areas along the way.

"The mall that used to be here was an eyesore," Bill Woods remembered. "They leveled it and built this. It is like a little village."

Winter Park Village — a 40-acre, neotraditional development of stores, offices and apartments — is a model for a mixed-use zoning policy that Sarasota County wants to adopt.

That policy will be Sarasota County's variation of the same concept, said Anne McClung, the county's planning director. "But it's always helpful to have a visual reference. At least you have an idea of the possibilities that's three-dimensional."

When redevelopment occurs at older commercial hubs in the unincorporated county, county commissioners want to provide developers with an option other than the usual strip shopping center fronted by a vast parking lot and disconnected from nearby neighborhoods.

They would prefer to see offices and apartments above stores, a street grid, smaller and scattered parking lots that don't dominate the landscape and a lot of connectivity for pedestrians.

Winter Park Village was cast in that mold.

In 2000, the development replaced a 25-year-old mall that was bleeding tenants.

The developer, Sarasota-based Casto Lifestyle Properties, and the city of Winter Park consider it a success.

Casto, a former strip mall developer, now specializes in what it calls "lifestyle centers." Elements of Winter Park Village are evident in two of Casto's current projects, Main Street at Lakewood Ranch and the Whole Food Market Centre in downtown Sarasota.

Yet when it approached Winter Park officials seven years ago with plans for reviving the Winter Park Mall, Casto was stuck in a different mindset.

Interested?

The Sarasota County Commission will consider a new zoning policy for mixed-use developments during a 1:30 p.m. meeting on Feb. 8. The meeting will be in the commission chambers, 1660 Ringling Blvd., Sarasota.

Places to live, work and play

The idea for Winter Park Village originated with the city. Casto initially loathed it.

"We joke about it now, but we really argued about it at the time," said Brett Hutchens, chief executive of Casto.

"Their initial idea was to rebuild on the same footprint of the dead mall," said Don Martin, Winter Park's planning director. "I didn't know what to say. Why do something over again that has proven to fail? 'Brett,' I said, 'this is underwhelming.' "

Martin rejected Casto's plan.

"It was a very frigid meeting," Martin remembered. "They were on the defensive."

Martin preferred to see the mall and its 30-acre parking lot, "a sea of asphalt," completely razed. He saw an opportunity to rebuild from scratch and employ the principles of the emerging New Urbanist movement.

New Urbanism resurrects ideas that got lost with the post-World War II push to build car-dependent suburbs. It strives to create walkable destinations where people work, live and play.

Martin explained his thinking to the city commissioners. "I got the green light."

He presented Casto with rough sketches of what he had in mind.

"At that time, New Urbanism was something people were just beginning to talk about," Hutchens said. "I became intrigued by it."

Casto agreed to replace the mall with an urban neighborhood with a nostalgic design.

Winter Park Village's two-lane Main Street is flanked by parallel parking, wide sidewalks, benches and old-fashioned street lights. Two-story buildings with varying colors, rooflines and awnings have restaurants, galleries and stores on the ground floors and offices on the top floors.

An Albertson's supermarket, a Borders bookstore, a Ruth's Chris Steak House and other stand-alone stores and eateries are on separate side streets. They share landscaped parking lots tucked behind Main Street's more prominent buildings.

A former Dillard's was gutted and converted into a residential-commercial building. A Cheesecake Factory restaurant, a guitar store and other businesses are on its ground floor.

Upstairs are 58 loft apartments. The interior is described as "industrial chic," with exposed ceilings and concrete floors.

"It's a unique design, a neat aesthetic," said Carmen Thomas, who operates a tutoring business out of her loft.

Sarasota County wants its mixed-use developments to include housing priced for moderate-income families.

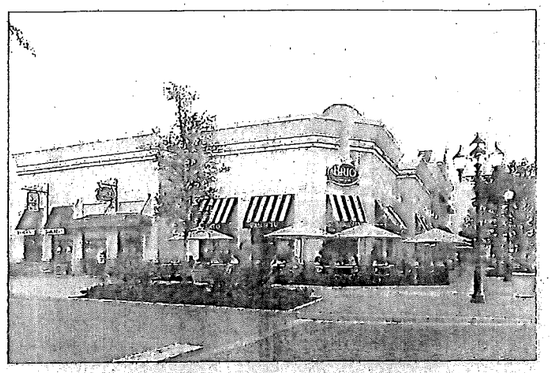
That was not a consideration at Winter Park Village, which has become trendy. Loft rent ranges from $1,150 a month for a 759-square-foot studio to $3,300 for a 2,000-square-foot suite.

Yet tenants are willing to pay top dollar to be steps away from the grocery and movies, live jazz at their favorite seafood restaurant or a late-night ice cream cone or pizza.

Casto and the city are talking about consolidating some of the village's parking in a new garage to create space for more than 150 condos or apartments in four- or five-story buildings.

Breaking the strip-mall tradition

The following are locations where Sarasota County would be willing to consider developments that are a mix of stores, homes and offices:



- U.S. 41 and Jacaranda Boulevard.
- Sarasota Square Mall.
- U.S. 41 and Stickney Point Road.
- U.S. 41 and Venice Bypass.
- Fruitville Road and Honore Avenue.
- Bee Ridge Road and Cattlemen Road.
- Clark Road and Honore Avenue.
- U.S. 41 and Laurel Road.
- U.S. 41 and Beneva Road.
- Dearborn Street, Pine Street and South River Road.
- Central Sarasota Parkway and Honore Avenue.
- Venice Avenue and Jacaranda Boulevard.
- University Parkway and Lockwood Ridge Road.
- A future intersection of University Parkway and Cattlemen Road.
- University Parkway and Honore Avenue.
- 17th Street and Lockwood Ridge Road.
- Bahia Vista Street and Beneva Road.
- Bee Ridge Road and Tuttle Avenue.
- Bee Ridge Road and McIntosh Road.
- U.S. 41 and Proctor Road.
- Clark Road and Swift Road.
- Clark Road and Beneva Road.
- U.S. 41 and Blackburn Point Road.
- Center Road and Jacaranda Boulevard.
- State Road 776 and Artist Avenue.
- Palmer Ranch Parkway and Honore Avenue.
- The commercial districts of Englewood, Osprey and Nokomis.

Expanding on an idea

Sarasota County does not need a mixed-use zoning policy to attract a development similar to Winter Park Village. Yet it would be helpful, Hutchens said.

Otherwise, developers would have to ask for numerous variances from current zoning laws that are intended to keep commercial and residential uses separate. That creates more hassles and adds months to the approval process.

"Time is money in this business," Hutchens said.

The Sarasota County Commission wrote a first draft of the new zoning policy last fall. It mentions nearly 30 major intersections where mixed-use centers may be appropriate. Developers can qualify to build up to 25 homes an acre, nearly twice what is now allowed, if they include stores and offices.

So far, developers and landowners have expressed interest in using the concept in three locations:

- 58 acres at Bay Street and U.S. 41 in Osprey.
- 35.6 acres at Artist Avenue and State Road 776 in Englewood.
- 20 acres at U.S. 41 and Stickney Point Road.

The latter proposal is unsettling for residents in the Pine Shores Mobile Home Park who could be evicted to make way for a mixed-use development.

Pine Shores residents asked the commissioners to include a provision that families displaced by new mixed-use centers have adequate time and money to move.

The commissioners acknowledge that a policy they hope will create more affordable housing could push out existing affordable housing, such as mobile homes occupied by fixed-income seniors.

Yet they noted that, even if mixed-use zoning is never enacted, owners of mobile home parks and other lower-priced housing could sell their properties for another purpose.

Dan Lobeck, spokesman for Control Growth Now, challenged county planners' description of the policy as "smart growth," noting that it could crowd more residents into areas already congested with traffic.

"Sarasota County is not a sardine can," Lobeck said.

Commissioner Jon Thaxton cast the only vote against the draft before it was sent to the Florida Department of Community Affairs for that agency's review. He insisted the county was allowing higher housing densities without enough conditions and specifics.

Control Growth Now made the same complaint to the DCA. A condo high-rise with just a small shop and office on the ground floor could meet the policy's vague criteria, Lobeck said.

The DCA shares that concern. It recently sent the policy back for a rewrite. It wants the commissioners to include percentages or other specifics for the required mix of uses and affordable housing.

If the commissioners revise the policy to the DCA's satisfaction, the county could be considering a mixed-use development — similar in look and design to Winter Park Village — later this year.

Winter Park Village: Civic Urbanism

On a typical Saturday night at the Winter Park Village, a lifestyle center located five miles north of downtown Orlando, parking is at a premium as moviegoers, mostly under 30, flock to the 20-screen cinemaplex. Next door, residents living in loft apartments above the Cheesecake Factory in the converted Dillard's department store host art openings, while the restaurants, coffee house, and ice cream parlor do a brisk business.

Completed five years ago, the Winter Park Village replaced one of Orlando's first malls. The new lifestyle center incorporates a system of grid streets with entertainment, retail, and living opportunities in an open-air environment that is more indicative of traditional city main streets. The project contains 350,000 square feet of retail, 115,000 square feet of office, and 60,000 square feet of residential space.

Today, as other cities struggle to replace dying or dead malls, they look to projects like the Winter Park Village as models for their own greyfields. However, these models themselves may be on their way to extinction as new technologies continue to change consumers' entertainment, retailing, and living patterns.

For example, for the third year in a row, there has been a downturn in movie theater attendance and box-office returns. This most likely is due both to Hollywood's inability to make movies that more people want to see and to an ebbing of America's long-held recreational tradition of going out for dinner and a movie—all coming at a time when cinemaplexes are increasing in size. The explosion in alternative entertainment options and the proliferation of home theaters, combined with high ticket prices and the general inconvenience of the "collective" movie experience, may point to the decline of the multiplex cinema house.

Without the multiplex cinema to deliver large numbers of people to a lifestyle center, what is the long-term solution to their survival? Are these places destined to go the way of obsolete malls? Though this is unlikely, it largely depends on the degree to which the projects have mixed their uses, especially in terms of their residential component. In the case of Winter Park Village, a large amount of additional infill residential is needed, which is currently being addressed.

Less obvious, but also important to the survival of lifestyle centers is how they connect emotionally with people, which is where place making comes in. A strong civic component can help the place-making effort. With Winter Park Village, Winter Park has a historic main street, Park Avenue, where new urbanism is transformed into civic urbanism; and shared community values, rather than consumerism, are emphasized. Park Avenue has endured many changes in retail trends over the town's 125-year history and today thrives as an exclusive, upscale, shopping destination in the Orlando market. Generating some of the region's most expensive, ground-floor rents, the street contains both national chains and exclusive, one-of-a-kind men's and women's apparel retailers, lifestyle/leisure boutiques, spas, and restaurants.

In the world of main streets, Park Avenue is more than just a retail shopping street—its emotional heart stems from the civic and community places that share space with the retail buildings. The edge of

At Winter Park Village, the main street ends at Regal Theater, located across from the project's one planned public green.

Park Avenue is dominated by Central Park. Since the town's founding in 1881, the community has come to Central Park for art festivals, picnics, and concerts; and to commemorate events and holidays.

Park Avenue received a much-needed facelift over a three-year period just before the completion of Winter Park Village. Responding to the community's concerns that the plan would not be authentic to the community, the term "streetscape" was dropped, and the project was referred to as "an enhancement." Improvements included narrowing the travel lanes, bricking the street, and widening the sidewalks. To enhance the sense of place, the town's architect designed the city's own street kiosks, newspaper box enclosures, and banner/hanging basket supports with traffic masts that contain an image of a 1930s photograph.

Today, downtown Winter Park includes central Florida's one and only Regent Hotel, an Elizabeth Arden Red Door Spa, more than 200 upscale condominiums, a U.S. post office, and a new Winter Park welcome center. On the drawing board are an expanded Central Park, a new city hall, and a small three-screen, nonprofit arts theater.

Although much of Park Avenue's success can be attributed to a patina that comes with age, there still is much that can be applied to today's new lifestyle centers to help ensure that they transcend current fads and are more civic in nature:

- **Developers should hire new urbanists to create the plan, and then make every attempt to execute the plan without compromise.** National chains are becoming more sensitized to the new paradigm and are designing prototype stores to fit a pedestrian-friendly urban program rather than an auto-dependent suburban design. Securing appropriately designed and positioned national retail stores should become easier.
- **To overcome the shopping center feel, the developer should hire a number of architects to design the various buildings, increasing the center's eclectic atmosphere.** Additional resources should be committed for the architectural details and embellishments, an investment that will help create a more unique experience—which will keep people coming back. Over the long life of the center, the payback should be significant.
- **Attention should be given to the project's public/open/civic space.** The best urban parks are seamlessly integrated into the project, using open, activated park edges, pedestrian-friendly streets, and properly designed buildings with windows and doors opening directly on the park or park street edge. The addition of sculptures and fountains can stimulate a playful spirit or commemorate shared experiences.
- **Developers need to loosen up and surrender some control.** It is paradoxical that the need for control limits the very activities that add spontaneity to an experience and, thus, lessens the emotional attachment to a place. It is perhaps the hardest lesson to learn. Dedicating the park to the city allows the city to be in charge of its programming. This helps create true community ownership, and relieves the developer of the responsibility of maintenance.
- **Outdoor café seating at all restaurants should be required.** There should be no fencing or other structures that in any way separate the dining experience from the pedestrian experience. Diners and walkers should mingle, even if on occasion there is minor chaos. Spontaneity is a critical component of life—and of a successful lifestyle center.**—Don Martin,** *director of planning and community development, Winter Park, Florida*

Passages of Tucson: Linked Lifestyle Villages

The lifestyle format combining dining, entertainment, upscale shopping, and other elements in an open-air town center configuration is all the rage these days, and Tucson, Arizona, is about to become home to what may be the world's biggest lifestyle center.

After spending more than five years of assembling nearly 300 core acres and securing the requisite entitlements, veteran Minneapolis-based real estate attorney and development strategist Robert L. "Bob" Hoffman and partners are planning to link several highly lifestyle-type villages and various other merchants into what they are officially billing a super regional, mixed-use, destination development.

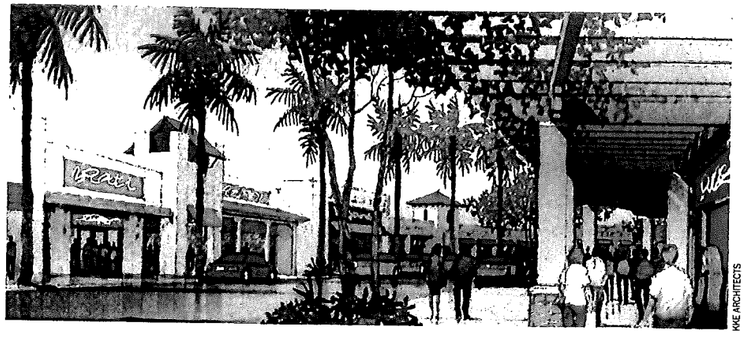
The Passages of Tucson development's earliest phase includes a home gallery village devoted to furnishings and accessories, home improvement centers, art galleries, and home electronics retailers in what is expected to become Arizona's largest such cluster.

Neighboring Phase I villages distinctly targeting health-and-wellness users and outdoor recreational merchants—and including a water park and themed hotel—are likewise slated to surround Passages' focal segment. Called Taste of Mexico, a festive core of cultural and merchandising venues aims to bring a "south-of-the-border experience a little farther north," as Hoffman puts it.

A follow-up phase is slated to include an upscale district (dubbed Shops at Passages) including the kinds of boutiques, dining, and nightclub outfits seen at today's top-tier lifestyle centers—and anchored (it is hoped) by a high-end department store. Also planned is a village for everyday living that will include mass-merchandise discounters and supermarkets. Urban-style multihousing offerings are in the longer-term plan, as are a business/office center and a section devoted to auto, RV, and boat sales.

All in all, entitlements have been secured for well over 5 million square feet of retail-heavy uses. Along with nearly 100 acres likely to contain residential development a half-mile or so north of the core site, primary sponsor Passages Development LLC controls just under 300 acres fronting a full mile of transcontinental Interstate 10 in the unincorporated Pima County community of Vail along Tucson's high-growth southeastern flank. Ground breaking for Taste of Mexico and the balance of the initial phase is expected to take place during the latter half of 2007.

Each of the planned villages will have a distinctive architectural theme, along with appropriate food and beverage services. Passages' widely varying architectural styles will aim to reflect a Sonoran Desert community rich in Native American, Hispanic, European, and other cultural influences, says veteran local architect/planner Jim Miller.



KKE ARCHITECTS

MILLER ASSOCIATES

A goal of the Passages of Tucson development is to achieve an environment that is both pedestrian and automobile friendly with each linked village focused around a central plaza and with on-street parking. Shaded and landscaped 12- to 15-foot sidewalks will run along all village-core streets. The planning team is considering a variety of urban-style multihousing products, including townhomes, condominiums, and lofts.

Another key Passages-wide planning goal is an environment that is both pedestrian and automobile friendly. Hence, each village is focused around a central plaza, Miller explains, with on-street parking on all village-core streets along which run shaded and landscaped 12- to 15-foot sidewalks. Plans include a tram-type system—electric-powered, ideally—to shuttle shoppers from village to village.

While skeptics predictably question whether the steadily growing Tucson Valley trade area is large enough or deep enough to support such an ambitious proposal, Hoffman and company are looking well beyond the local marketplace. "Some folks wonder whether our heads are screwed on straight," Hoffman acknowledges, while also noting that the Passages team is not likely to use the in-place entitlements in full any time soon—if ever. Reluctant to estimate Passages' ultimate price tag, Hoffman cites $100 per square foot as a typical development cost today for open-air Tucson centers.

Hoffman notes that the Tucson Valley is now home to 1.2 million residents, with another 4 million living within 90-minute drives north to the Phoenix vicinity and south to the Nogales twin border cities. Several thousand new homes to the immediate north, south, and east of the Passages property have been approved; the megaproject is in fact planned to surround the existing headquarters of the Vail School District, the area's fastest-growing system. Tucson already hosts some 30 million relatively affluent visitors annually, Hoffman continues. For many of them, he sees the inaugural Taste of Mexico village as a chance to experience authentic Mexican culture without traveling another hour or more to Nogales. An unexpectedly extensive roster of south-of-the-border merchants is enthusiastic about setting up shop at Taste of Mexico, adds Miller.

As for the capital strategy, the family-run Passages Development has been overseeing and financing all the development planning internally so far, mostly tapping team members' long-established banking relationships. Numerous regional and national development companies have expressed interest in participating in Passages of Tucson, according to Hoffman and company.

Zoning allowing residential uses is still being finalized, and Hoffman says he expects multihousing elements ultimately to end up "sprinkled" at various locations within Passages, rather than clustered in the northeast corner of the property as initially envisioned. According to Miller, the planning team is considering a variety of urban-style multihousing products, including townhomes, condominiums, and lofts. Per the latest lifestyle-related trends seen around the country, some residences will rise atop ground-floor commercial space—and possibly atop structured parking as well—as buildout proceeds.—**Brad Berton,** *a Portland, Oregon–based freelance writer*

CNL®

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Mailing Address:
P.O. Box 4920
Orlando, Florida 32802-4920

August 29, 2011

Ms. Dori Debord
Economic Development/CRA Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Dear Dori,

Please find enclosed our proposal in response to the Notice of Intent to Dispose of Property at 941 West Morse Boulevard (State Office Building).

Progress Point, LLC, a partnership of Winter Park residents, owns property at the intersection of Denning and Orange Avenue in Winter Park. CNL Commercial Real Estate (CNL), a subsidiary of CNL Financial Group, a privately held national Real Estate Investment and Management Company, headquartered in Orlando, is representing the Progress Point, LLC partnership as developer. CNL has developed in excess of 2 million square feet of office space, including their own corporate campus in downtown Orlando, and is currently responsible for leasing and managing over 1.5 million square feet of office in the Orlando metropolitan area.

On behalf of Progress Point, LLC, CNL is proposing an exchange of their property on Orange Avenue for the State Office Building property. CNL is currently negotiating Letters of Intent with a significant corporate tenant looking to relocate to Winter Park and another prominent tenant looking to relocate within Winter Park. Both tenants have identified interest in the State Office Building site as a preferred site for their needs. It is important to note that both tenants have a fixed timeframe by which their occupancy needs have to be satisfied, which in turn drives the timing included in the proposed terms. Additionally, CNL is in discussions with numerous other tenants regarding occupancy in the project.

In preparation of this proposal, CNL has been in ongoing conversations with the landowners adjacent to the State Office Building parcel regarding integrated planning and shared infrastructure to the benefit of both parcels, the Morse/Denning corridor, and the City of Winter Park. To the extent such a plan does not negatively impact the ability to

satisfy the tenancy needs of its prospective tenants in the project, CNL is willing to enter into a more formal agreement.

We believe this proposal represents an opportunity to significantly enhance and expand economic activity for the City by attracting and retaining business enterprise, contributing to a stronger, more balanced and stable economy in the City.

Sincerely,

Paul Ellis
President
CNL Commercial Real Estate
On behalf of Progress Point, LLC

STATE OFFICE BUILDING PROPOSAL

PROPERTY EXCHANGE: CITY OF WINTER PARK / PROGRESS POINT, LLC

August 29, 2008

prepared by:
CNL Commercial Real Estate
420 S. Orange Ave., Suite 950
Orlando, FL 32801

CNL®

CNL Commercial Real Estate

PROPOSAL TO EXCHANGE PROPERTY
PROGRESS POINT – CITY OF WINTER PARK
August 29, 2011

Opportunity: The City of Winter Park owns property on Morse Boulevard & Denning Drive and has issued a 'Notice of Intent to Dispose of Property'. Progress Point, LLC owns property on Orange Avenue & Denning Drive. Progress Point has a prospective corporate tenant who is interested in locating their regional headquarters in Winter Park, and has a defined timing need. The City's property at Morse & Denning is located in a corridor that is more suited to corporate office use whereas Progress Point's property is located in a corridor that is more suited for retail and/or civic use.

Objective: Provide a win-win solution by putting multiple vacant land parcels into production, and providing the City with additional options for relocation of civic uses. Enhance and expand economic activity for the City by attracting and retaining business enterprise, contributing to a stronger, more balanced and stable economy in the City.

Proposed Solution: Progress Point, LLC proposes to exchange their property on Orange Avenue & Denning Drive with the City for their property on Morse Boulevard & Denning Drive. The City will be able to utilize the Progress Point site immediately for City purposes, and plan for potential civic and retail uses in the future. Pending Progress Point's ability to commence the building construction process no later than December 1, 2011, Progress Point, LLC will then put the Morse & Denning site into production, under current zoning, to satisfy the needs of the proposed corporate office tenant.

Following are a list of basic terms for discussion, with more detailed terms in the enclosed draft Exchange Agreement:

Parties: City of Winter Park
Progress Point, LLC

Property: City Property - Land area of approximately 4.99 acres, zoned O-1, located on the northwest corner of the intersection between Morse Boulevard and Denning Drive.

Progress Point Property - Land area of approximately 3.73 acres, zoned O-1 and designated as PD-1 in City's Comprehensive Plan, located directly south of the intersection between Orange Avenue and Denning Drive.

Exchange: Progress Point to grant and convey to the City fee simple title to the Progress Point Property.

City to grant and convey to Progress Point fee simple title to the City Property.

City to provide credit for the demolition of the State Office Building on the City Property.

To the extent possible, City to share stormwater facilities on City owned property to the South across Morse Boulevard.

Progress Point to continue to pay Orange Ave annual special assessment.

Due Diligence: Parties to have Thirty (30) days from the execution of the Exchange Agreement and receipt of due diligence materials (the "Due Diligence Period") to inspect the respective Properties and conduct due diligence.

Closing: Closing to take place Thirty (30) days after the expiration of the Due Diligence Period, and no later than December 2, 2011.

Closing Expenses: Each party shall be responsible for the payment of their respective closing costs.

The above terms and conditions are not exhaustive and are for negotiation purposes only, nor shall this proposal constitute a binding agreement on behalf of either party. Specific additional issues will need to be addressed in a formal Exchange Agreement, a draft of which is included in this proposal for discussion purposes.

As previously discussed, both tenants timing constraints, due to lease expirations in mid to late 2013, are the primary driver for the timing of this proposal, the following estimated timeline outlines the process by which CNL has reasonable assurance those needs can be met. If this timeline is delayed there is true risk that the tenants are unable to commit to the project.

Timeline:
Executed Exchange Agreement – September/October
Closing of property exchange – December 2, 2011
Winter Park Approvals (6-9 months)
Construction (10-12 months)
Certificate of Occupancy – mid-year 2013

VALUE COMPARISON

Market Data

Following is a summary of known data regarding the value of the respective parcels:

State Office Building
941 W. Morse Boulevard

- 4.99 acres
- .45 FAR yields ~98,000 SF

- 2010 Appraisal - $5.7M
  - 58 per FAR SF
  - 26 per SF of land
- 2010 RERC valuation - $3.5M
  - 36 per FAR SF
  - 16 per SF of land

- **2011 Appraisal - $5M[#]**
  - 51 per FAR SF
  - 23 per SF of land

Progress Point Site
1150 N. Orange Avenue

- 3.73 acres
- .45 FAR yields ~ 73,000 SF

- 2008 Appraisal - $6.8M
  - 93 per FAR SF
  - 42 per SF of land
- Sold adjacent parcel in 2009 - $4.2M*
  - 111 per FAR SF
  - 50 per SF of land
  - Applied to 3.73ac - $8.1M
- **2011 Appraisal - $4.9M[#]**
  - $67 per FAR SF
  - $30 per SF of land

*1.91 AC adjacent parcel sold August 2009
[#] Copies of which have been provided to City of Winter Park Economic Development Department

Exchange Table

	From City to Progress Point	From Progress Point to City
Land at Morse & Denning (4.99ac @ $23/psf)	5,010,000	
Land at Orange & Denning (3.73ac @ $30/psf)		4,880,000
State Office Building Demolition Adjustment	(300,000)	
Orange Ave. Special Assessments		75,000
Total Consideration	4,710,000	4,955,000

Other Value Considerations

In addition to the appraisals and referenced sales, the following are also key considerations in comparing values and the equality of the proposed land exchange:

1) Demolition Costs – State Office Building estimate - $200,000 - $400,000 per bid comparison sheet provided by the City of Winter Park

2) Relocation of corporate headquarters – The relocation of the prospective tenant's regional headquarters will bring over 100 employees, with an average salary of over $100,000, to Winter Park CBD, resulting in a significant impact to the City's economy.

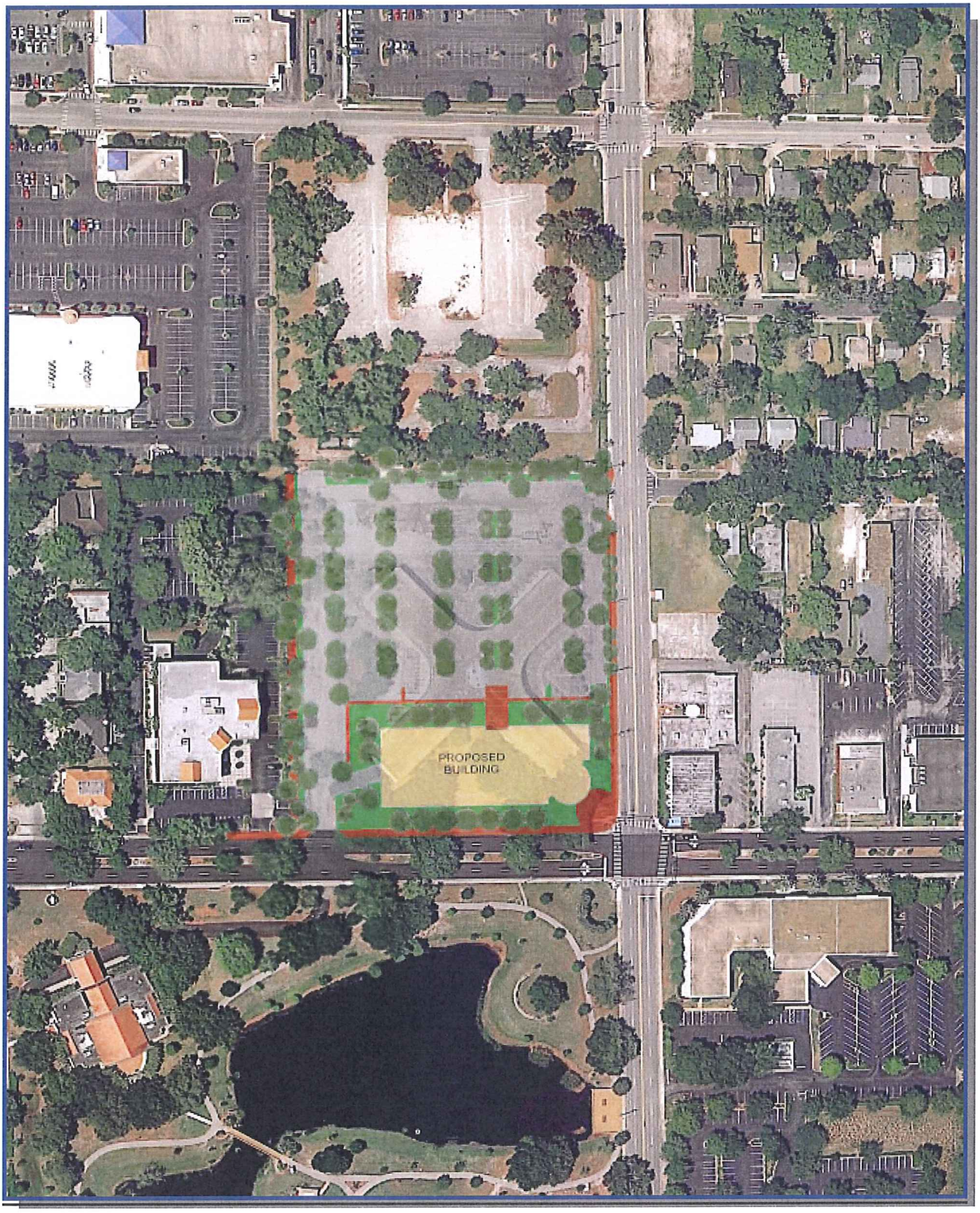
3) Advance timing and increase amount of tax revenue to the City - This transaction would bring more square footage on the tax rolls sooner than if both parcels remained as is.

4) Ability for the City to utilize property for public purpose – By effecting an exchange instead of an outright purchase or lease, the City maintains ownership in real estate and can maintain the ability to utilize that ownership to provide for future public purpose.

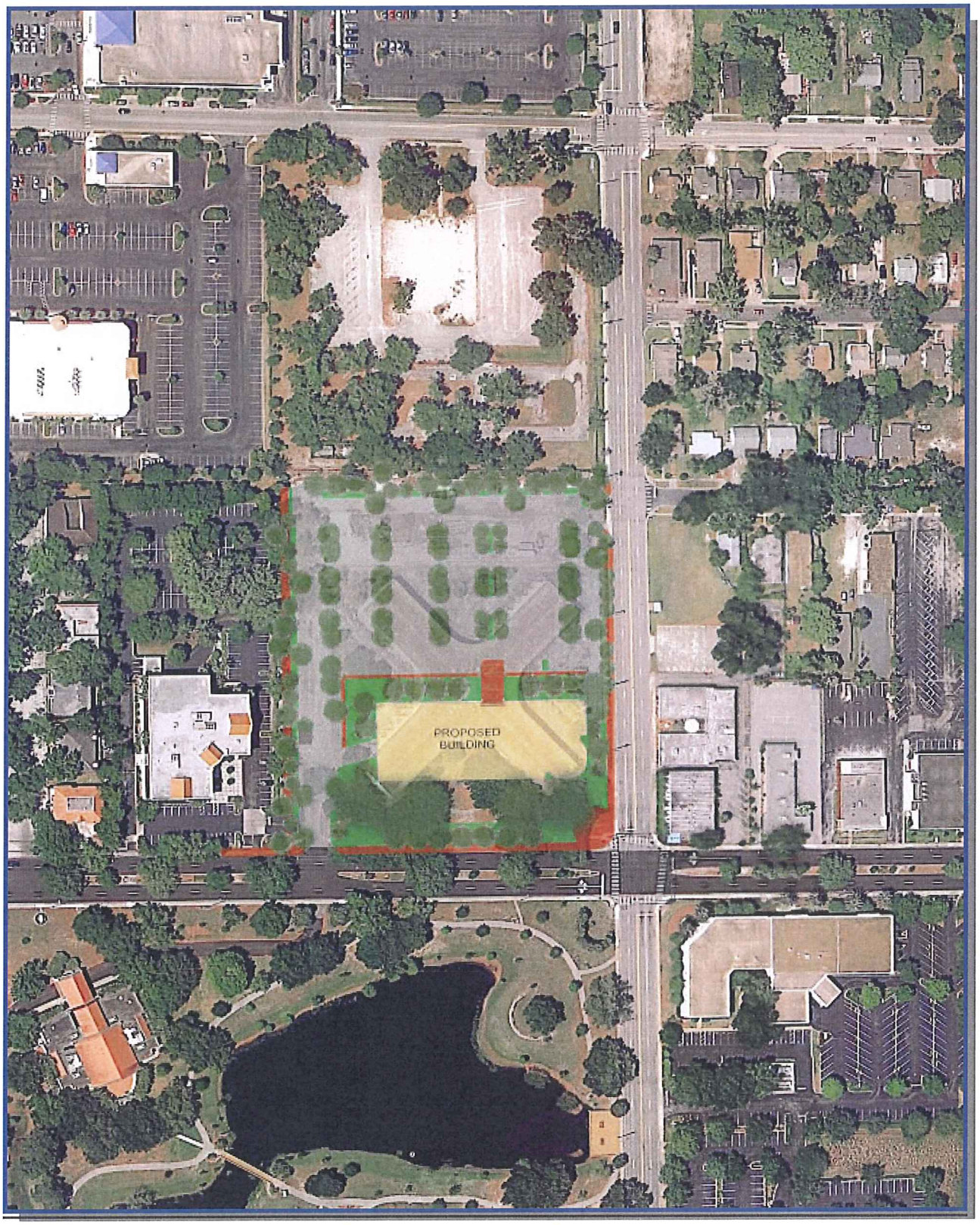
5) Morse Blvd. Tree Canopy - The City has indicated that the green space and tree canopy fronting Morse Blvd. are critical to the redevelopment of the site. The preservation of this area will reduce the useable area of the site, resulting in less leasable building area and consequently reducing the underlying land value. This is not reflected in the values above, but CNL is willing to explore this option in further detail with the City.

CNL believes that the known data, as well as the 'Other Value Considerations' described above, exhibit a reasonable and adequate basis from which to conclude that the properties are of equal value, providing for a straightforward exchange between the City and Progress Point.

CONCEPT SITE PLAN – SCHEME 1 – 98,000 sf



CONCEPT SITE PLAN – SCHEME 2 – Preserving Tree Canopy



DRAFT FOR DISCUSSION PURPOSES

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

This Agreement for Exchange of Real Property (the "Agreement") is made and entered into as of the _____ day of _____, 2011, by and between **PROGRESS POINT, LLC,** a Florida partnership, ("PP"), whose address is c/o CNL Commercial Real Estate 450 S. Orange Avenue, Orlando, FL 32801, and the **CITY OF WINTER PARK**, a Florida municipal corporation, ("City"), whose address is 401 Park Avenue South, Winter Park, FL 32789.

Recitals:

WHEREAS, PP is the owner of fee simple title to a parcel of real property and improvements thereon more particularly described on Exhibit "A", attached hereto, and by this reference made a part hereof, defined herein as "PP Property"; and

WHEREAS, the City owns the fee simple title to a parcel of real property and improvements thereon more particularly described on Exhibit "B", attached hereto, and by this reference made a part hereof, defined herein as the "State Office Building Property" on which is located state office buildings; and

WHEREAS, PP has engaged CNL Commercial Real Estate as Development Manager for the PP Propertyand

WHEREAS, in July 2011, the City issued a notice requesting proposals for the ~~exchange~~ redevelopment of the State Office Building Property; and

WHEREAS, PP responded to the request; and

WHEREAS, the City Commission deems the exchange and development of the State Office Building Property to be a proper public purpose, and that said exchange and development will achieve important City objectives, such as stimulating economic development in the City and increasing property values, and declares that the State Office Building Property is surplus real property; and

WHEREAS, PP desires to redevelop the State Office Building Property and the City wishes to encourage PP to redevelop the State Office Building Property into the "New Office Building"; and

WHEREAS, PP is in discussion with two tenants who have agreed to lease space in the New Office Building, to wit: _____ and _____; and

WHEREAS, the City has estimated that the net tax increment which will be derived by the City and its agencies after construction of the New Office Building will be at least +/- $_____ per year, which represents a significant economic benefit to the City; and

WHEREAS, the City finds that securing and facilitating the redevelopment of the State Office Building Property serves to enhance and expand economic activity by attracting and retaining

business enterprise and other activities conducive to economic promotion, and contributes to a stronger, more balanced and stable economy in the City, enhances and preserves purchasing power and employment opportunities for the residents of the City, and improves the welfare and competitive position of the City, and the City declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises like _____ and _____, who have committed to lease space in the New Office Building; and

WHEREAS, the City has determined that the expenditure of certain public funds to attract and retain businesses like _____ and _____ and the use of such public funds toward the achievement of the economic development goals described herein, constitutes a public purpose; and

WHEREAS, the City has an interest in acquiring the PP Property in order to have options for the relocation of City buildings, including possibly the library or City Hall; and

WHEREAS, PP and the City now desire to set forth the terms and conditions of their agreement for the exchange of the properties and various related matters, all of which can be generally summarized as follows (all capitalized terms being defined below):

A. PP will convey to the City fee simple title to the PP Property.

B. The City will convey fee simple title to the State Office Building Property to PP.

C. PP and the City will enter into a Development Agreement with respect to various master planning issues associated with development of the New Office Building.

D. The agreed upon values of the properties to be exchanged are as follows:

State Office Building Property: $_____

PP Property: $_____; and

WHEREAS, the City Commission is authorized to enter into this Agreement pursuant to its home rule authority; and

WHEREAS, the City Commission finds that this Agreement is consistent with its Community Redevelopment Plan, its Comprehensive Plan, and is in the best interests of the citizens; and

WHEREAS, all of the foregoing will be accomplished without any pledge of credit or ad valorem tax revenues on the part of the City.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants and benefits herein contained and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The parties acknowledge that the above preambles are true and correct and incorporate them herein by this reference thereto.

2. Within _____ days of the effective date hereof, the PP agrees to convey the PP Property to City in exchange for City conveying the State Office Building Property to PP, collectively referred to as the "Property".

Each conveyance shall be free from all encumbrances except easements, reservations, and restrictions acceptable to the party accepting the conveyance from the other party, together with all appurtenances pertaining thereto. PP agrees to pay, over time. that particular non-ad valorem special assessment owed on the PP Property in effect at the time of the exchange.

3. Title Insurance. Within fifteen (15) days following the Effective Date hereof, City shall cause Old Republic National Title Insurance Company ("Title Company"), through its agent, Brown, Garganese, Weiss & D'Agresta, P.A. ("Title Agent"), to issue and deliver to PP an ALTA title commitment ("Title Commitment") accompanied by one (1) copy of each document supporting any exception to the Title Commitment to the State Office Building Property.

At the same time, PP shall cause _____ ("Title Company"), through its agent, _____ ("Title Agent"), to issue and deliver to City an ALTA title commitment ("Title Commitment") accompanied by one (1) copy of each document supporting any exception to the Title Commitment to the PP Property.

If the Title Commitments reflect matters other than the standard exception for ad valorem real estate taxes for the current year and those matters which will be discharged by the respective owner at or prior to Closing, then the party to receive title to the property shall give the party conveying the property written notice thereof before the expiration of (10) business days after receipt of the Title Commitment. In such event, the objecting party shall state which exceptions to the Title Commitment are objectionable, and the conveying party shall undertake to eliminate such exceptions. In the event the conveying party is unable with the exercise of due diligence to satisfy said objections prior to Closing, the objecting party may, in its sole discretion, (i) accept title subject to the objections raised by it, in which event said objections shall be deemed to be waived for all purposes, or (ii) rescind this Agreement and this Agreement shall be of no further force and effect (except for any indemnifications which survive hereunder). Neither party shall be obligated to spend more than $5,000.00 to cure any title defects.

4. Survey. Either party may, if it so desires, and within 30 days of the Effective Date hereof, obtain a current survey of the property it is to receive in this exchange. Any survey shall be prepared by a duly licensed land surveyor in accordance with the minimum technical standards for surveyors in the State of Florida. If the survey reveals any encroachment, hiatus, overlap, or other survey defect, then the same shall be treated as an objection to title, which objection must be made, if at all, by the respective party by written notice to the other party before the expiration of five (5) business days after receipt of the Survey. In such event, the objecting party shall state what matters depicted in the Survey are objectionable, and the other party shall undertake to eliminate such objections. In the event the other party is unable with the exercise of due diligence to satisfy said

objections prior to Closing, the objecting party may, in its sole discretion, (i) accept title subject to the objections, in which event said objection shall be deemed to be waived for all purposes, or (ii) rescind this Agreement and this Agreement shall be of no further force and effect (except for any indemnifications which survive hereunder).

5. Inspection Period. Each party shall have until 5:00 p.m. on the date which is ____ days after the Effective Date ("Inspection Period") to perform any surveys, soil test borings environmental testing, environmental audit, or any other studies, tests or research on or about the Property they are to receive as a result of this exchange as they may desire or deem necessary. During the Inspection Period, either party may, at each's sole discretion and for any reason, upon written notice to the other party, terminate this Agreement. If either party does not deliver written notice to the other of its election to terminate this Agreement before the expiration of the Inspection Period, each party shall be deemed to have waived its right to terminate this Agreement. Upon termination by either party, neither party shall have any further obligation to the other under the terms of this Agreement.

6. Environmental. Both parties warrant to the other, that to the best of their knowledge of the warranting party, the property to be exchanged does not currently contain any Hazardous Substances in violation of any applicable environmental laws or regulations, including but not limited to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601 et seq., any "superlien" laws, any superfund laws, or similar federal or state laws, or any successor statutes thereto ("Environmental Laws"), nor to the warranting party's knowledge, has any clean-up of the Property occurred pursuant to the Environmental Laws which could give rise to liability to reimburse any governmental authority for the costs of such clean-up nor a lien or encumbrance on the Property.

7. Access to the Property and Records and Other Information. Each party agrees that during the Inspection Period of each, the inspecting party or its agents shall have the right to enter upon the other's Property to make such surveys, tests, inspections, analyses and similar examinations as the inspecting party may desire with respect to the Property. The inspecting party or its agents, shall have the right to enter upon the other's Property for such activities provided said activities shall not materially damage the Property or unreasonably disrupt the other party's ongoing activity at the Property. The inspecting party agrees to deliver copies of all such tests, reports, surveys, examinations, etc. to the other party in the event the inspecting party elects not to purchase the Property. The inspecting party agrees to restore the Property to substantially the same condition as existed prior to its access thereto. Within ten (10) days of the Effective Date, the each party hereto shall deliver to the other party all books and records, including all environmental reports and related data pertaining to their respective Property including, the permits, plans, service contracts, building inspection reports, and records and any other records or information or documents that the other party may reasonably request, with respect to the Property ("Records") that are in Seller's possession or control. In the event this Agreement is terminated as provided for herein and the transaction is not consummated, all information, documentation and the like shall be returned by to the other party.

8. Representations and Warranties. The following representations and warranties made by each party to the other party are true and correct as of the Effective Date and shall be true and

correct as of the date of Closing and the truthfulness and correctness thereof shall constitute conditions precedent to either party's obligation to exchange the Property. Each of the following representations and warranties are, however, subject to and limited by the disclosures set forth elsewhere in this Agreement.

A. Authority. Each party is duly organized, validly existing and in good standing under the laws of the State of Florida and of the United States. The individual executing this Agreement has full and lawful authority to bind and obligate their corporation or entity to perform its obligations as herein provided, and upon execution hereof, this Agreement shall be the binding and legal obligation of the parties hereto and is enforceable against each under the laws of the State of Florida.

B. Marketable Title. Each party shall convey and deliver at Closing good and marketable title to their respective Property by General Warranty Deed, in form and content acceptable to each, free and clear of all mortgages, liens, encumbrances, leases, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title, except for those matters which each accepts in writing prior to Closing which shall be hereafter referred to as "Permitted Exceptions".

C. No Condemnation Pending or Threatened. Each party has no knowledge of any pending or threatened condemnation or similar proceeding affecting their Property or any portion thereof, nor does either party have knowledge that such action is contemplated.

D. Adverse Information. Neither party has any knowledge of any changes contemplated in any applicable laws, ordinances or regulations, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon their Property which would prevent, limit, impede or render more costly, the current use of the Property.

E. Compliance with Laws. Neither party has any knowledge of any violation of any applicable laws, ordinances, regulations, rules or restrictions pertaining to or affecting their Property. Each party has no knowledge that performance of this Agreement would result in any breach of or constitute any default under or result in the imposition of any lien or encumbrance upon their Property under any agreement or other instrument to which either party is a party or to which either party or their Property might be bound. Neither party has received any notices from any association, city, county, state, or other governmental authority of building, land use, zoning or health code violations in respect to their Property that have not been corrected.

F. Pending Litigation. There are no legal actions, suits, or other legal or administrative proceedings including condemnation cases pending. Neither party has any knowledge of any legal actions, suits, or other legal or administrative proceedings threatened against their Property. Neither party is aware of any facts which might result in any such action, suit or other proceedings.

G. No Special Assessments or Obligations for Improvements. Neither party has any knowledge that any portion of their Property is affected by any special assessments or obligations for roads or other improvements.

H. Access to Highways and Roads. Neither party has any knowledge of any fact or condition which would result in the termination of ingress and egress to publicly maintained and dedicated streets and access ways.

I. Commitments to Governmental Authority. To each party's knowledge, no commitments have been made to any governmental authority, PP, utility company, school board, church or other religious body or any property owners' association or to any other organization, group or individual relating to their Property which would impose an obligation upon the other party or its successors and assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off their Property. There is no requirement that any PP or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this Section shall apply to any regular or non-discriminatory local real estate taxes assessed against the Property.

J. Subsurface Conditions. Neither party has any knowledge of any environmental, soil, or subsurface conditions located on the Property which would impair the usability or developability of their Property for its present use.

K. Environmental. All of the statements regarding environmental matters contained in this Agreement are true and correct.

L. Each party represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to their Property. Neither party, nor any person authorized to act on its behalf, is a party to any written, oral or implied contract, agreement, lease or other commitment affecting or relating to their Property, including, without limitation, agreements for the purchase of goods or the rendering of services.

M. Insolvency. There has not been filed by or against either party a petition in bankruptcy or any other insolvency proceeding, or for the reorganization or appointment of a receiver or trustee, nor has either party made an assignment for the benefit of creditors, nor filed a petition for arrangement, nor entered into an arrangement with creditors, nor admitted in writing its inability to pay debts as they become due.

N. Physical Condition of Improvements. Except as may be set forth in the representations and warranties contained herein, neither party makes any representation or warranty as to the condition of the buildings, structures and other improvements located on their Property, or any systems or components thereof, said buildings, structures and other improvements to be acquired in their "AS IS" and "WHERE IS" condition.

9. Covenants Pending Closing. Following the execution of this Agreement and at all times prior to the Closing:

A. No Transfers. Neither party shall transfer, sell, assign or otherwise dispose of or pledge, mortgage, hypothecate or otherwise encumber, or lease or sublease all or any portion of their

Property or any interest therein during the pendency of this Agreement.

B. Leases. Neither party shall, without the prior written consent of the other party hereto in each instance, (a) enter into any new leases or occupancy agreements for space at their Property, (b) modify, amend, terminate, renew, extend or waive any rights under an existing Leases, (c) apply any rental security deposits against sums payable under any Leases, (d) grant any concessions, rebate, allowance or free rent to any tenant for any period, or (e) accept the surrender of or terminate any Lease.

C. Service Contracts and Permits. Neither party will terminate or enter into any renewal, extension, modification or replacement of any existing permits or enter into any new employment, maintenance, service, supply or other agreement relating to their Property without the prior written consent of the other party. Each party will use its best efforts to renew all of the Permits as they expire from time to time and shall notify the other party at least thirty (30) days prior to the expiration date or threatened cancellation date of any Permit.

D. Insurance. Each party shall maintain hazard and liability insurance in commercially reasonable amounts, but in no event less than the amount currently carried, with respect to their Property, and all such policies shall be kept in full force and effect until the Closing.

10. Compliance With Laws. In the event that there shall be any notices of violations of law, ordinances, orders, protective covenants, development standards, requirements or regulations issued subsequent to the date hereof, but prior to the Closing, by any federal, state, county municipal or other governmental or quasi-governmental department, agency, or authority relating to their Property, each party will provide written notice thereof to the other party, and the owner of the property will cause the same to be complied with, at the owner's sole cost and expense, prior to the Closing, or the owner shall escrow sufficient funds at Closing or make such other arrangements to satisfy the other party.

11. Provisions with Respect to Closing.

A. Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall occur no later than _____ days following the Effective Date of this Agreement, at the offices of City's counsel, Brown, Garganese, Weiss & D'Agresta, P.A. ("Closing Agent").

B. Obligations at Closing. On the Closing Date, PP and City shall each deliver all of the following Closing Documents, duly executed in accordance with applicable law:

(i) Special warranty deeds conveying the respective Properties subject only to the Permitted Exceptions. The legal description of the Property on the Deed shall be as contained in the surveys and the Title Commitments.

(ii) Bill of Sales conveying any Personal Property.

(iii) Standard form owner's affidavit attesting (among other things) to the lack of

any parties in possession of their respective Property (or identifying any tenants and the leases under which they occupy the same), the lack of any unrecorded easements affecting their respective Property and certifying that no improvements have been undertaken thereon within the preceding ninety (90) days for which the cost thereof has not been paid; and

(iv) Such other affidavits as may reasonably be required by either party, the Title Company or Closing Agent.

(v) A closing statement, an Affidavit of Interest In Real Property (in the case of PP), the form of which is attached hereto as Exhibit "C", and such other documents and instruments or assignments as may reasonably be requested by either party to consummate the exchange of the Properties.

C. Closing Expenses. Each party shall deliver to Closing Agent its share of the Closing expenses. Each party shall be responsible for the payment of the Florida documentary stamp tax payable on the special warranty deed(s) in which it is named as grantor (regardless of the provisions of Florida law exempting the City from the payment thereof), as well as for the premium for the title insurance policy to be delivered to it. Each party shall be responsible for the per-page cost of recording the deeds in which it is named as grantor and for one-half of the per-page cost of recording the other documents to be recorded in connection therewith. Promptly after Closing, Closing Agent shall issue to each party its owner's policy of title insurance with only the Permitted Exceptions as exceptions to the coverage afforded thereby. Each party shall pay their own attorney fees.

The parties may mutually agree to close the transaction in escrow, in order to execute the Closing Documents in advance and be prepared to consummate the transaction contemplated at a later date, all in accordance with an escrow agreement to be mutually agreed upon by the parties.

D. Proration of Rents, Taxes, Utilities, and Miscellaneous Expenses. Taxes for all years prior to the year of the Closing, and taxes for the year of Closing if then due, shall be paid by the owner of the property being conveyed prior to or at Closing. The conveyance shall be subject to taxes for subsequent years. Taxes for the tax year of Closing shall be prorated to the date of Closing, based upon the amount of taxes due for such year, if known, or the taxes for the preceding year, based upon the maximum discount allowable as of the date of Closing; provided, however, that upon the issuance of the actual tax statement or bill for the year of the Closing, if the actual tax varies from the amount prorated by more than five percent (5%), the parties shall promptly make such re-prorations as may be necessary to ensure that the actual amount of such taxes for the year of Closing shall be prorated between the parties, said agreement to survive Closing hereunder. All special assessments which have been levied or certified prior to Closing shall be paid in full by the owner of the Property being conveyed and any pending assessments shall be assumed by the party taking title to the Property at Closing.

12. Default. If either party defaults or fails to perform any of its obligations hereunder within the time or times specified herein and such default or failure continues for ten (10) days after its receipt of written notice thereof from the other party (or, if such default or failure is not by its

nature curable within ten (10) days but such party fails to commence such cure within ten (10) days and to thereafter diligently pursue such cure), then the non-defaulting party shall have the option to either (a) terminate this Agreement by written notice to the defaulting party, or (b) seek specific performance of the defaulting party's obligations hereunder.

13. Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, except the PP may assign its rights and obligations under this Agreement, without the City's consent and in whole or in part, to another entity that will remain wholly owned or controlled by PP, or any of its respective subsidiaries. PP shall notify the City of any such assignment within ten (10) days after the date thereof.

14. Brokerage/Hold Harmless. PP and the City each hereby represent and warrant that no broker or finder has been employed by them in connection with this Agreement. Each party shall indemnify and hold harmless the other party from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive Closing.

15. Tax Reporting Numbers. The parties agree to provide their tax identification numbers to the Closing Agent prior to Closing.

16. Notices. Any notice or other communication permitted or required hereunder shall be in writing and shall be sent either by hand delivery, U.S. certified mail, return receipt requested, or by overnight delivery service (e.g. Federal Express), to the party entitled or required to receive the same, at the address set forth below or at such other address as may be specified by like notice, and shall be deemed delivered when delivery is made or attempted and refused, as indicated on the receipt:

TO PP: c/o CNL Commercial Real Estate
450 S. Orange Ave.,
Orlando FL 32801
Attn: _____
Telephone:_____
Fax: _____

COPY TO: Lowndes, Drosdick, Doster, Kantor and Reed, P.A.
215 North Eola Drive
P.O. Box 2809
Orlando, FL 32802
Attn:_____
Telephone: _____
Fax:_____

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

Attn: Randy Knight, City Manager
Telephone: 407-599-3399
Fax: 407-599-3436

COPY TO: Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Ste. 2000
P.O. Box 2873
Orlando, FL 327802-2873
Attn: Usher L. Brown, Esq.
Telephone: 407-425-9566
Fax: 407-425-9596

17. Entire Agreement: Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement. No representations, agreements, understandings, warranties or indemnities shall be in force hereafter or deemed to exist between the parties unless expressly set forth herein. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

18. Governing Law and Binding Effect. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, as well as their respective successors and permitted assigns. Venue for enforcement shall be in Orange County, Florida.

19. No Pledge of Credit. Nothing herein contained, and nothing contained in any of the Closing Documents, shall constitute or be deemed a pledge by the City of its credit or taxing power or of any ad valorem tax revenues.

20. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

21. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

22. Severability. If any sentence, phrase, section, provision, or portion of this Agreement is for any reason be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining provisions hereon unless the deletion of such provision would have a material adverse affect on the benefits intended to be afforded hereby to either of the parties.

23. Litigation and Attorneys' Fees. In the event either party to this Agreement should bring suit to enforce or interpret any provision hereof, the prevailing party in any such litigation shall

be entitled to recover from the other party, in addition to any other relief granted as a result of such litigation, all costs and expenses of such litigation, including, but not limited to, reasonable attorneys' fees and paralegal's fees incurred prior to trial, at trial, on appeal and in connection with any administrative or bankruptcy proceedings.

24. Time. Time is of the essence of this Agreement and in the performance of all conditions, covenants and obligations to be performed or satisfied by the parties hereto. Waiver of performance or of any condition, covenant, or obligation by a party shall not be implied or deemed given, and shall not be deemed to be a waiver of the performance of any other condition, covenant, or obligation, unless specifically stated in writing. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

25. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Effective Date. The Effective Date hereof shall be the date upon which the last of the parties hereto have executed this Agreement.

27. City Commission Approval. This Agreement is conditioned upon and subject to the conditional and final approval of the City Commission of the City of Winter Park, Florida, compliance with §166.045, Fla. Stat., and the Charter of the City of Winter Park, Florida, as well as any other requirements of Florida laws.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date indicated below their signatures intending to be bound thereby.

[signatures to follow]

WITNESSES:

_____

_____
(print)

_____

_____
(print)

PROGRESS POINT, LLC,
a Florida partnership

By:_____

Print name:_____

Title:_____

Date:_____

WITNESSES:

_____

_____
(print)

_____

_____
(print)

CITY OF WINTER PARK, a Florida municipal corporation

By:_____

Print name:_____

Title:_____

ATTEST:

By:_____
Cynthia S. Bonham, City Clerk

Date:_____

G:\Docs\City of Winter Park\State office Building at Morse & Denning\Land Swap\Exchange Agreement.doc

EXHIBIT "A"
[PP PROPERTY]

EXHIBIT "B"
[STATE OFFICE BUILDING PROPERTY]

EXHIBIT "C"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

EAGLE
SUMMIT PARTNERS

Celebrations Winter Park

This outstanding senior living village will address an escalating, underserved need among aging residents by providing a 3-story Assisted Living Community of 110,125 sf and a 2-story Memory Care Center of 29,608 sf that celebrate healthy, inspired living

ORIGINAL

A SPECIAL COMMENT ON THE DISPOSITION PROCESS

We thank you for the opportunity to submit this bid proposal. You are about to dispose of a strategically located asset that would be of immense value to our large, growing contingent of senior citizens and their families. Today, 1 in 5 residents are older than 64 and yet, there are only 351 licensed assisted living and memory care beds citywide. There is a severe shortage that is expected to increase.

When you thoughtfully consider the disposition of this property, we hope you will look beyond mere closing proceeds and take into account the human factor -the importance of opening a one-of-a-kind door to developing the first senior living care village in the heart of Winter Park.

We can live without a new retail establishment. We can live without a new office building or hotel. But when we or our loved ones need this specialized living care –and it is NOT available –then we can no longer live in Winter Park.

EAGLE
SUMMIT PARTNERS

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PROPOSED BID.....TAB 3

PROJECT TEAM.....TAB 4

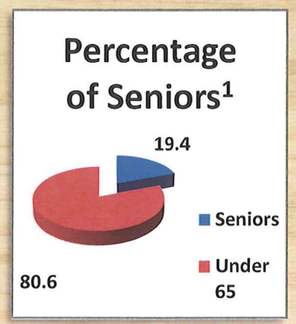
Authorization for this bid package is found on the bid page.

EAGLE
SUMMIT PARTNERS

Village Overview

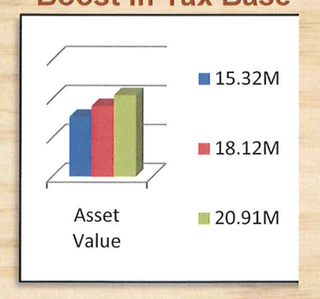
CELEBRATIONS WINTER PARK	
Location:	941 West Morse
Site Area:	5 acres MOL
Assisted Living:	110,125 sf
Memory Care:	29,608 sf
Total Area:	139,733 sf

1 in 5 Winter Park Residents Are Seniors



[1]City Website Demographics

Boost in Tax Base



EXECUTIVE SUMMARY

PROPOSAL DESCRIPTION

Eagle Summit Partners, LLC seeks to acquire the City's property at 941 West Morse Boulevard (Tax ID #01-22-29-3604-04-000) by fee simple purchase in order to develop a for profit, private pay, mixed use, senior village of about 140,000 sf. The senior village will be called Celebrations Winter Park and provide assisted living and memory care in concert with our core philosophy of celebrating healthy, inspired senior living. We intend to preserve the desirable urban forest along Morse Boulevard as a prized amenity. Residents will be able to walk to Winter Park Village next door and beautiful Island Lake Park across the street or take enrichment classes at Valencia's Winter Park Campus. Park Avenue and Hannibal Square will be just a short shuttle ride away and merchants and professionals throughout the core of Winter Park will benefit from selling goods and services to our credit worthy residents and village.

HOW DO WE DIFFER FROM SOME OTHER PROPOSALS?

We are a value-added proposal, all the way around. Ironically, some other proposals may actually undercut local businesses possibly cannibalizing thinner markets. The population of the City is projected to remain flat into the distant future, while the number of seniors increases dramatically. Celebrations Winter Park will build into an underserved market adding significant core consumerism, helping shore up local businesses, while the City enjoys a stronger, sustainable tax base. This proposal is probably the best long term reuse of 941 Morse Boulevard.

BIG BOOST IN TAX BASE

Upon demolition of the existing State Office Building and completion of construction, Celebrations Winter Park will have an estimated value of $15,320,000 to $20,910,000. This will be a substantial addition to the City tax base.

JOBS

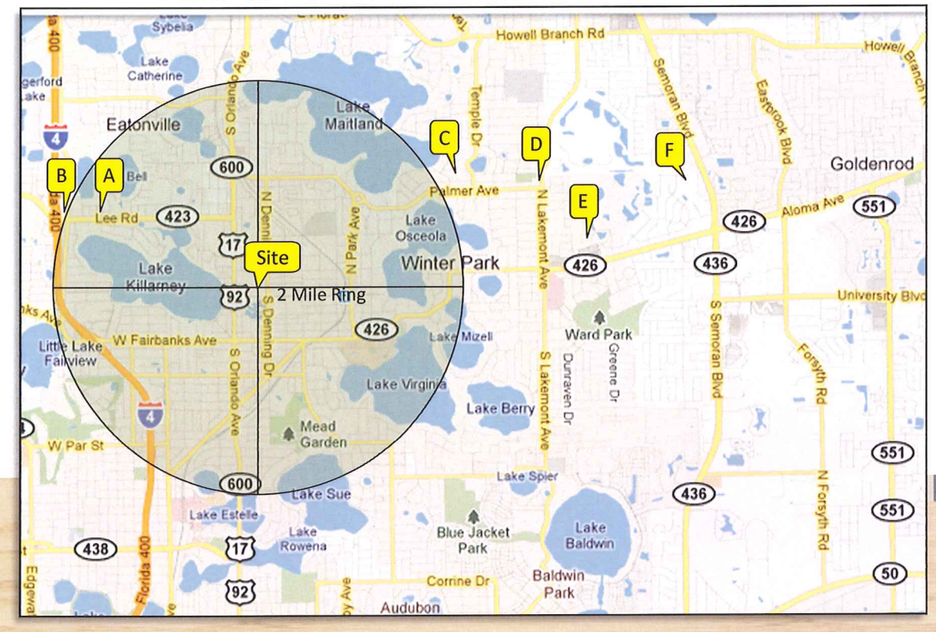
Celebrations Winter Park expects to provide 67 permanent jobs at full build out. This is much better than an independent living apartment project, for instance, because we will provide a wide range of personal concierge care and services. More services mean more jobs and because of the increased skill and training required –more jobs at higher wages with greater opportunities for advancement.

EAGLE SUMMIT PARTNERS

SENIOR CARE: A PRONOUNCED, UNDERSERVED NEED

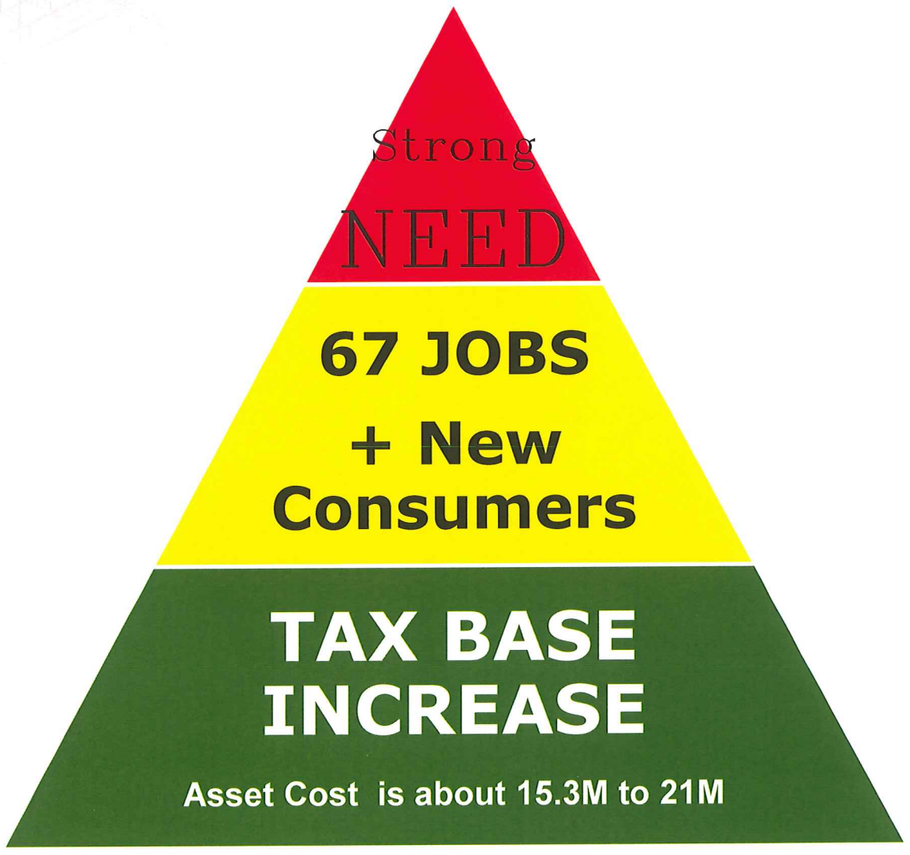
What is the value of helping our seniors get the care they need? Today, about 19.4% of the approximate 27,190 Winter Park residents are 65 years or older. By 2014, nearly 1 in every 4 residents will be a senior citizen. Winter Park is graying along with the rest of America. It bodes well for the enduring viability of Celebrations Winter Park. There are only 351 existing beds licensed in the city for assisted living and memory care. There is a severe shortfall of licensed beds in Winter Park. Celebrations Winter Park can help to meet some of the present shortfall and increasing future demand. Most AL and ALZ units are clustered on the extreme eastern side of town. There are two facilities located on the western side near I-4. Within town center, there is nothing. Existing locations are generally over 2 miles driving distance from the proposed CRA redevelopment site on Morse Boulevard. This is a one-of-a-kind location and a unique moment in time for the City to place real value on the human side of the decision matrix and award the disposition to an assisted living/memory care developer. Think of Winter Park as a donut. In the map below taken from the State's licensing agency, you will see that all AL and ALZ services are concentrated along the outside perimeter of town. There is a great big donut hole or void in the middle. The development of Celebrations Winter Park will help to fill a huge void by introducing a much needed senior care village into the very heart of town (where it makes the most sense) around abundant services and shopping.

MAP OF ALFs WITH 2 MILE DRIVE RING FROM SITE



	NAME	Licensed Beds	Driving Distance
A	Fremont Manor	12	1.7 miles
B	Summer Time Retirement	95	2.0 miles
C	Alabama Oaks of Winter Park	19	2.3 miles
D	Winter Park Towers	73	3.2 miles
E	Mayflower Assisted Living Facility	31	3.6 miles
F	Westchester of Winter Park	121	4.8 miles
TOTAL NUMBER OF LICENSED BEDS		**351**	

EAGLE SUMMIT PARTNERS



EAGLE
SUMMIT PARTNERS

ARCHITECT'S DESCRIPTION (Slocum Platts Architects, P.A. Winter Park, Florida)

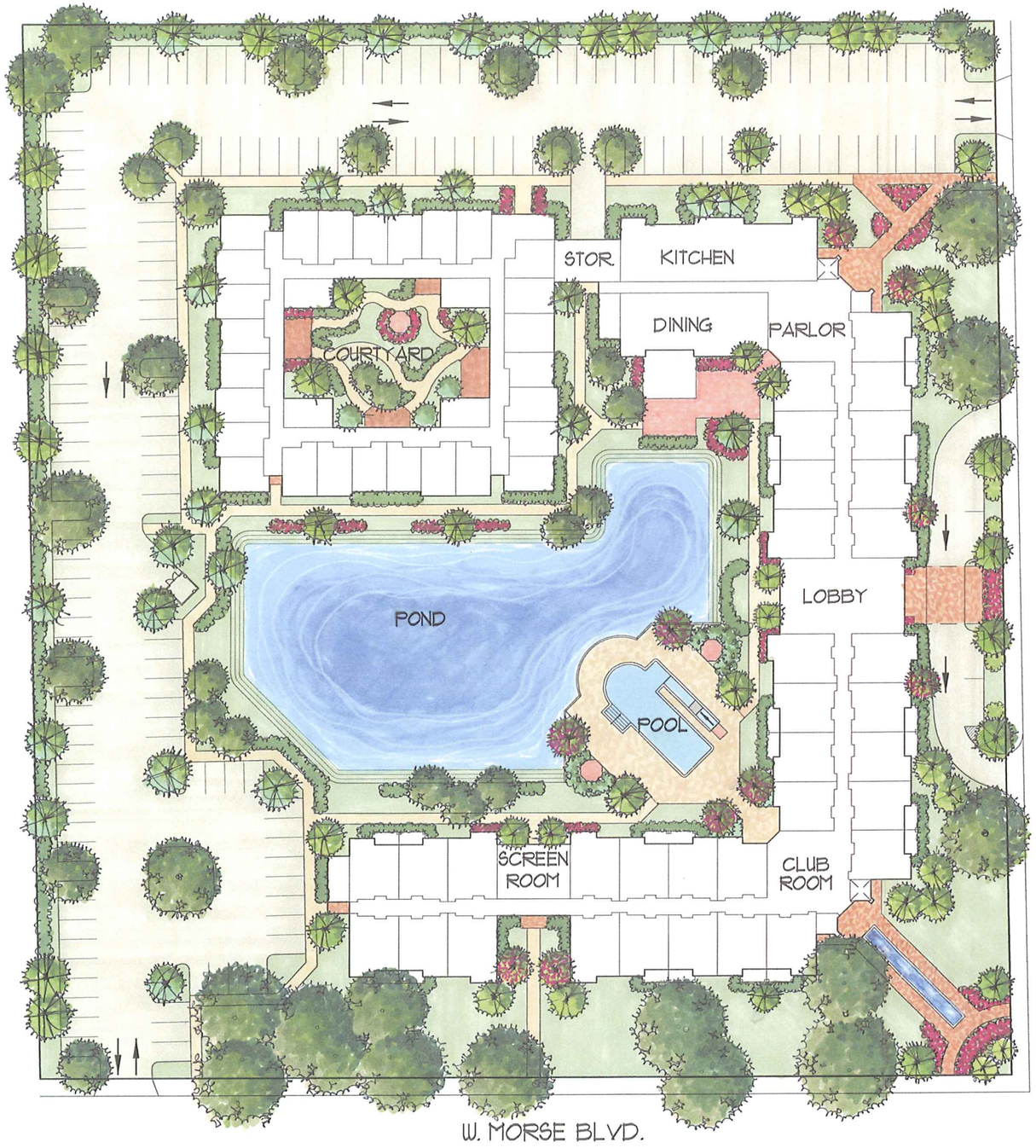
Celebrations Winter Park is a proposed senior living village with a 115-unit Assisted Living Facility and separate 48-unit Memory Care Center. The buildings are situated on the 5 acre McCarty Building redevelopment site in the City of Winter Park's Community Redevelopment Area. The site is bordered by Morse Boulevard on the West and Denning Drive to the South. Celebrations Winter Park will preserve the highly desirable urban forest along Morse Boulevard; provide an attractive neo-traditional presentation with substantial articulation; and mass public spaces at the corner and along the first floors to create the attractive ambiance of a high-end, mixed use village. There will be peripheral look throughs providing interesting peak reveals of the village's lush internal landscaping and tranquil focal point –a luxurious pool and recreation area overlooking a water feature. Parking will be provided along the outer perimeter.

The three-story Assisted Living Community is located prominently on the corner of Morse and Denning, respecting the existing oak tree canopy along the boulevard opposite beautiful Lake Island Park. The 115-unit community is composed of apartments ranging from approximately 600 to 900 square feet, each having an individual bedroom(s), bathroom(s), living room and kitchens. The majority of apartments have views to the park or into the large, interior courtyard. The building is designed with four public entries: 1) opposite the park on Morse Boulevard; 2) at the corner of Morse and Denning; 3) through a covered porte-cochère entry on Denning Drive; and 4) at the Northeast corner of Denning Drive. The state-of-the-art AL building will also house offices, activity rooms, recreational areas, and other supplementary uses such as dining.

The two-story Memory Care Center is internal to the site, and is designed with individual rooms of approximately 360 square feet overlooking a private courtyard. The open-air courtyard is composed of meandering pathways with extensive landscaping complementing the looped internal circulation of the building which also accesses activity, sensory, dining and media rooms.

The architecture of the buildings is tastefully done in a neo-traditional theme with some exciting surprises employing a mixture of elements along with stucco exterior materials, multiple paint colors; standing seam metal roofed entry towers and exposed cornice brackets. This community is a thoughtfully arranged, carefully crafted celebration of a new chapter in senior living –a rich and rewarding environment that immerses residents in the sheer joy of healthy, inspired living!

EAGLE
SUMMIT PARTNERS



1 PRELIMINARY ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'

SITE SUMMARY	
MEMORY CARE UNITS	48
ASSISTED LIVING UNITS	115
TOTAL UNITS	163
PARKING	167 SPACES

REVISIONS

SLOCUM • PLATTS
ARCHITECTS P.A.
RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262
AA-0003669 / AA-0003670
200 E. NEW ENGLAND AVE., SUITE 300
WINTER PARK, FLORIDA 32789
TEL. (407)645-3019 FAX (407)645-2771

EAGLE SUMMIT PARTNERS
WILLIAM P. PLATTS AR03262

PRELIMINARY ARCHITECTURAL SITE PLAN

CELEBRATIONS
WINTER PARK
FLORIDA
WINTER PARK

DRAWN CAD
CHECKED RSJ
DATE 08-19-11
SCALE AS NOTED
JOB NO. 11-XXX
SHEET A1.0

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1 W. MORSE BLVD. BUILDING ELEVATIONS
N.T.S.

2 N. DENNING DR. BUILDING ELEVATION
N.T.S.

REVISIONS

SLOCUM • PLATTS
ARCHITECTS P.A.
RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262
AA-0003669 / AA-0003670
200 E. NEW ENGLAND AVE., SUITE 300
WINTER PARK, FLORIDA 32789
TEL. (407)645-3019 FAX (407)645-2771

EAGLE SUMMIT PARTNERS

WILLIAM P. PLATTS AR13262

PRELIMINARY BUILDING ELEVATIONS

CELEBRATIONS
WINTER PARK
FLORIDA

WINTER PARK

DRAWN	CAD
CHECKED	RSJ
DATE	08-19-11
SCALE	AS NOTED
JOB NO.	11-028
SHEET	A6.0

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1 CORNER ELEVATION
N.T.S.

REVISIONS

SLOCUM • PLATTS
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WINTER PARK, FLORIDA 32789
TEL. (407)645-3019 FAX (407)645-2771

EAGLE
SUMMIT PARTNERS
WILLIAM P. PLATTS AR13262

PRELIMINARY BUILDING ELEVATIONS

CELEBRATIONS
WINTER PARK
FLORIDA

WINTER PARK

DRAWN	CAD
CHECKED	RSJ
DATE	08-19-11
SCALE	AS NOTED
JOB NO.	11-028
SHEET	A6.1

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PROPOSED BID

Eagle Summit Partners, LLC ("ESP") proposes to purchase the City of Winter Park's ("City") property at 941 West Morse Boulevard (also described as Tax ID Parcel #01-22-29-3604-04-000) which is the subject of the recently published *Notice of Intent to Dispose of Property at 941 West Morse Boulevard (State Office Building), Winter Park, Florida* ("Property").

Upon acquiring the Property, ESP will develop the Property as a for profit, private pay, senior village comprised of a 3-story Assisted Living Community of about 115 units and a 2-story Memory Care Center of about 48 units; the exact number of units, their configuration, and construction phasing, if any, together with appropriate supplementary uses will be determined by ESP's final Market Study and Project Development Plan ("Intended Use").

The Project Development Plan will include all permit plans and-or drawings along with terms and conditions acceptable to the City and ESP.

Upon receiving written notice of the City's award of this bid to ESP, ESP will present a purchase and sale agreement to the City reflecting this offer and begin expeditiously working with the City to produce an agreement that is acceptable to all parties. Within THREE (3) business days of receiving a fully executed, mutually acceptable agreement, ESP will tender **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** to First American Title Insurance Company at 1685 Lee Road, Winter Park, Florida as a refundable deposit to be held in escrow pursuant to the mutually acceptable agreement.

Immediately thereafter, ESP will work with the City to arrive at a mutually acceptable Project Development Plan which will include construction plans and drawings. Both parties agree to be diligent, reasonably accessible and to cooperate throughout this formative process. Unless otherwise extended in writing by the mutual consent of both parties, the completion deadline for arriving at a mutually acceptable Project Development Plan shall not exceed 90 days after the tendering of ESP's deposit or the agreement will be null and void, neither party will have any further obligation to the other party and the deposit will be promptly returned to ESP.

ESP hereby offers a fee simple purchase of this Property with marketable title for an all cash payment of **ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS ($1,650,000.00)** based upon a fully executed, mutually acceptable purchase and sale agreement, arriving at a mutually acceptable Project Development Plan, the granting of all things necessary for ESP to construct the Intended Use as further described below and the City's agreement to waive all fees and charges (such as impact, inspection and permitting fees) relating to this development in as much as ESP will expend an estimated $200,000.00 to demolish and clean up this site and ESP will be replacing a fully served, State Office Building with existing utilities and hook-ups.

Closing on the Property will occur within 45 days after the City fully grants ESP all zoning, approvals, permits and any other actionable items and matters necessary for ESP to construct the Intended Use and further provided that there are no moratoriums or other actions or conditions which might hinder or prevent ESP from immediately beginning construction of the Intended Use or beginning construction without incurring the possibility of extraordinary costs or expenses.

This bid and bid package are hereby authorized and submitted by
Dated this 27th day of August, 2011

Hal Marston, as Member of
Eagle Summit Partners, LLC

EAGLE
SUMMIT PARTNERS

PROJECT TEAM

The Celebrations Winter Park project team includes:

SLOCUM PLATTS ARCHITECTS

-Our preferred Architects -An awarded winning local Winter Park firm.

CONCORDIS SENIOR LIVING COMMUNITIES

-Our preferred Management Company -An outstanding operator with communities throughout Florida.

EAGLE SUMMIT PARTNERS

-Our locally-based company has been involved in developing approximately $300M in communities over the past ten years in Florida, South Carolina, Tennessee, Kentucky, Ohio and Illinois.

Celebrating senior living in Winter Park,

making Every Day Exceptional!

August 26, 2011

Dori DeBord
Economic Development CRA Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789
407-599-3665
ddebord@cityofwinterpark.org

Re: +/- 20 acres at the NW corner of the intersection of Druid and Belcher (the "Property")

Dear Ms. DeBord:

Pollack Partners is pleased to present this Letter of Intent for the purchase of the above referenced Property.

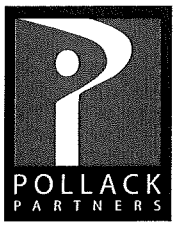
COMPANY BACKGROUND AND CAPABILITIES

You should find attached hereto a Corporate Profile and Experience Track Record for Pollack Partners which provide insights into the background of our firm. The principals of Pollack Partners have been developing high-end for sale and for rent communities throughout the Southeast since the early 1980s. As President and founder of Lane Development and Investment Corporation, Pollack lead his firm to recognition as 'Developer of the Year' by the Pillars of the Industry Awards.

In January of 2010, Pollack Partners closed on a multifamily development site in downtown Orlando. In downtown Orlando we will build a 4 story mid-density wrap project. Downtown Orlando demo was completed in June and vertical construction will begin in October of 2011. Additionally, Pollack broke ground on a fee development deal, also in Orlando, at the Millennium Mall, in March of this year. Pollack is actively pursuing additional development sites and is particularly focused on the Orlando market.

HOW THIS DEVELOPMENT FITS INTO OUR BUSINESS STRATEGY

This development fits in the center of the business strategy for Pollack Partners. Our firm was formed in 2006 by Marc Pollack and Steven Shores. Pollack had just come off of a 15 year run at Lane Company, as perhaps the most active multifamily developer in the Southeast, and Shores had most recently worked with Hines Interests, where he was managing their Southwest office, in Denver, CO. The firm was organized to be a multifamily development and investment firm, active throughout the Southeast, with a major commitment to both Florida and Georgia (Atlanta). Our first partnership, formed in 2007, was an equity Fund with an affiliate of Goldman Sachs (Pollack Real Estate Fund I).



We are excited about the opportunity to purchase this Property and believe that our strong capital relationships will allow us to act quickly and with confidence in this transaction.

The following represent the basic terms under which we would purchase the property:

Property: +/- 5 acres at 941 West Morse Boulevard, Winter Park, FL 32789 (the "Property").

Seller: The City of Winter Park or a subsidiary/affiliate thereof.

Buyer: Pollack Partners, LLC or a subsidiary/affiliate thereof.

Purchase Price: Six Million Two Hundred Thousand Dollars ($6,200,000, or $19,706.92 per unit for 325 units) to be paid in cash at closing ("Base Price"), less customary proration's and credits to Purchaser for the Earnest Money. Buyer's offer is premised on our understanding we will be granted the municipal approvals necessary to construct and operate a multifamily, long term rental, residential development consisting of at least 325 units, related amenities, parking at 1.65 spaces per unit, with tie into City storm-water, treatment for water quality and no on-site detention/retention required (collectively referred to as the "Proposed Improvements") on the Property. Buyer's Base Price offer is per unit based on the height and density Seller approves.

Earnest Money: Buyer will deposit $100,000 in an escrow account at the commencement of the Inspection Period. Such amount shall be fully refundable should the Buyer decide not to proceed with this transaction during the Inspection Period. Upon obtaining site plan approval in a form acceptable to Buyer, Buyer will deposit an additional $100,000 and the total amount of Earnest Money Deposit ($200,000) shall become non-refundable subject only to Seller's default.

Buyer will expend a significant amount on due diligence prior to Closing. Such amounts will be at Buyer's sole cost and expense.

Inspection Period: Upon execution of a Purchase and Sale Contract, Buyer will begin a sixty (60) day Inspection Period during which it will examine and inspect the property. Seller agrees to provide Buyer with all information and design documents in its possession concerning the Property within five (5) business days of the execution of a Purchase Contract.

ONE PREMIER PLAZA 5605 GLENRIDGE DRIVE, SUITE 775, ATLANTA, GEORGIA 30342
404.835.1475 PH 404.835.1476 FAX
www.pollackpartners.com

Such information shall include, but not be limited to, all design documents, easements, encumbrances, environmental reports, soils reports, surveys, site plans, reviews, documents and records of any discussions with the City and Orange County or any other governing authorities pertinent to the Property. Seller further agrees to permit Buyer or its designee access to the Property to conduct such tests and inspections as it deems necessary to inspect or otherwise confirm the suitability of the Property for the intended investment parameters.

Buyer will maintain all of Seller's information in the strictest of confidence and will only disseminate to third parties as necessary in order to consummate the transaction as contemplated herein. Such third parties will include, but not be limited to, Buyer's legal counsel, architect, engineers and consultants.

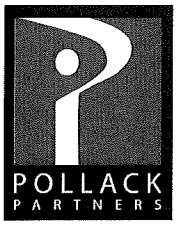
Closing Date: The Closing shall be subject to site plan approval, or equivalent thereof, in a form acceptable to Buyer for the construction of the Proposed Improvements. The closing shall occur within thirty (30) days after the date of Site Plan approval of the Property, with all statutory appeals periods shall have expired without any appeal thereof ("Site Plan Approval Period").

Buyer may additionally extend the Closing Date for up two periods of up to 30 days upon depositing $50,000 of additional Earnest Money for each such extension.

Seller Cooperation: Buyer may require assistance from Seller in negotiations and discussions with various governing authorities and owners of individual units. Seller agrees to provide Buyer reasonable assistance in any such matters.

Purchase and Sale Agreement: At the execution of this Letter of Intent, both Seller and Buyer will quickly move to execute a Purchase and Sale Agreement for the Property based on the terms and conditions as defined herein and agreed upon between the parties. Time is of the essence. Should either party not execute a Purchase and Sale Agreement, then this offer shall become null and void.

Title: Seller shall convey to Buyer by limited warranty deed good and marketable title to the Property, free and clear of all liens and encumbrances other than those acceptable to Buyer ("Permitted Encumbrances"). Marketable title shall mean fee simple title that is insurable without exception, by a national title insurance company acceptable to Buyer at standard rates. Seller will pay costs for title insurance.



Representations & Warranties: Seller shall provide customary representations and warranties concerning the Seller and the Property to be mutually agreed upon in the Purchase and Sale Agreement. Said representations and warranties shall be true and correct as of the Closing Date and shall survive closing.

Exclusivity: From the date of Seller's acceptance of this Letter of Intent, Seller, nor any of its affiliates, officers, agents or representatives, will take, directly or indirectly, any action to initiate, continue, assist, solicit, receive, negotiate, encourage or accept any offer or inquiry from any person to acquire some or all of the Property, except in connection with the consummation of the transaction contemplated by this Agreement.

Non-Binding Clause: This non-binding Letter of Intent lays out the terms and conditions under which Buyer and Seller agree to enter into a more formal Purchase and Sale agreement.

Confidentiality: The terms and conditions of this Letter of Intent shall remain confidential to both Buyer and Seller, and should only be disclosed to their agents or assigns for the specific consummation of this agreement.

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404.835.1475 PH 404.835.1476 FAX
www.pollackpartners.com

Offer Deadline: This offer will remain open until 5:00 pm EST on September 30, 2011.

We are excited to purchase this property and are available to discuss this Letter of Intent with you at your convenience.

Best Regards,

Marc Pollack, Chairman/CEO
Pollack Partners, LLC

Agreed and Accepted:

By:_____.
SELLER
Its:_____.

Date:_____.

CC: Anthony Everett, Steven Shores, Brian Metzler

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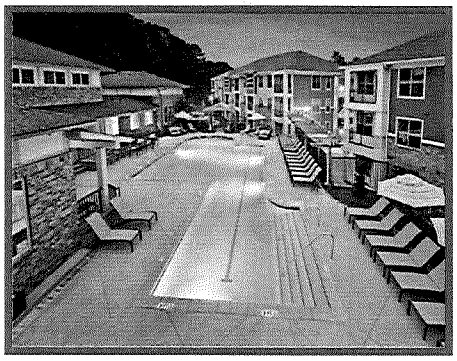
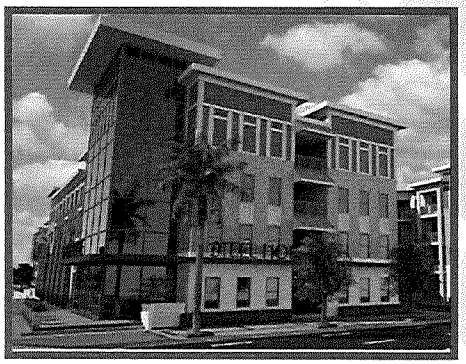
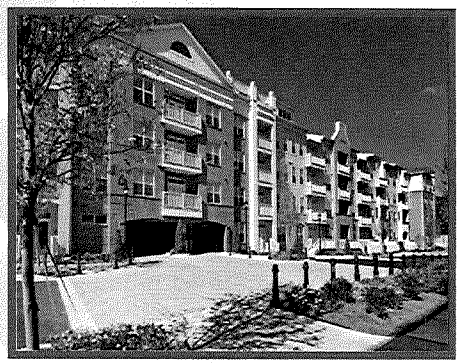
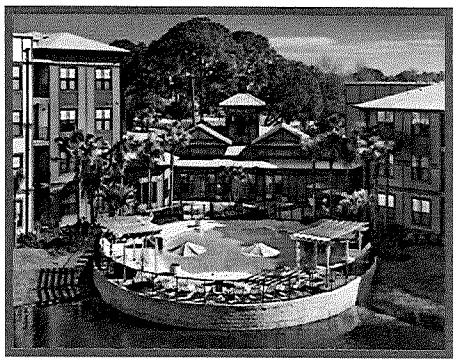
Pollack Partners

A Multifamily Real Estate Investment Firm

City of Winter Park RFP

941 West Morse Blvd., Winter Park, FL 32789

August 26th 2010

POLLACK PARTNERS

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POLLACK PARTNERS

Introduction

Pollack Partners is pleased to present this presentation in response to the City of Winter Park's notice of disposal for the +/- 5 acre property at 941 West Morse Boulevard.

Enclosed herein you will find a summary outlining the key terms in our accompanying letter of intent, details regarding our re-development vision for the site and architect renderings of said vision.

POLLACK PARTNERS

Offer Summary

- **Location:** 941 West Morse Blvd., Winter Park, FL 32789
- **Purchase Price & Deposits:**
  - Purchase Price: $6,200,000
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  - Second Deposit - $100,000
  - Closing subject to Site Plan Approval
- **Acres:** 5 acres
- **# of Units:** 325
- **Redevelopment Plan:** Demolish existing structure and build a 3 to 4 story luxury, long term rental, community and related amenities. Height Variance subject to Seller approval.
- **Product Type:** 3 to 4 story wrapping a concealed concrete parking deck. Project will save as much green space and tree canopy as possible along West Morse Boulevard while achieving the above and below described density.
- **Density:** Up to 75 units / acre (subject to seller approval).
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- **Parking:** Parking in a concealed pre-cast concrete parking deck at 1.65 spaces per unit.
- **Access:** Along Morse and Denning
- **Schedule:**
  - Contract Signing – September 2011
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  - 1st Occupancy – September 2013
  - Final Completion – January 2013

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Design Theme

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Design Theme

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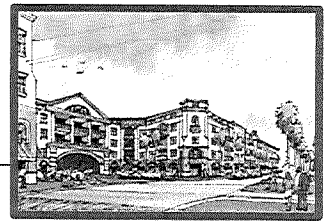
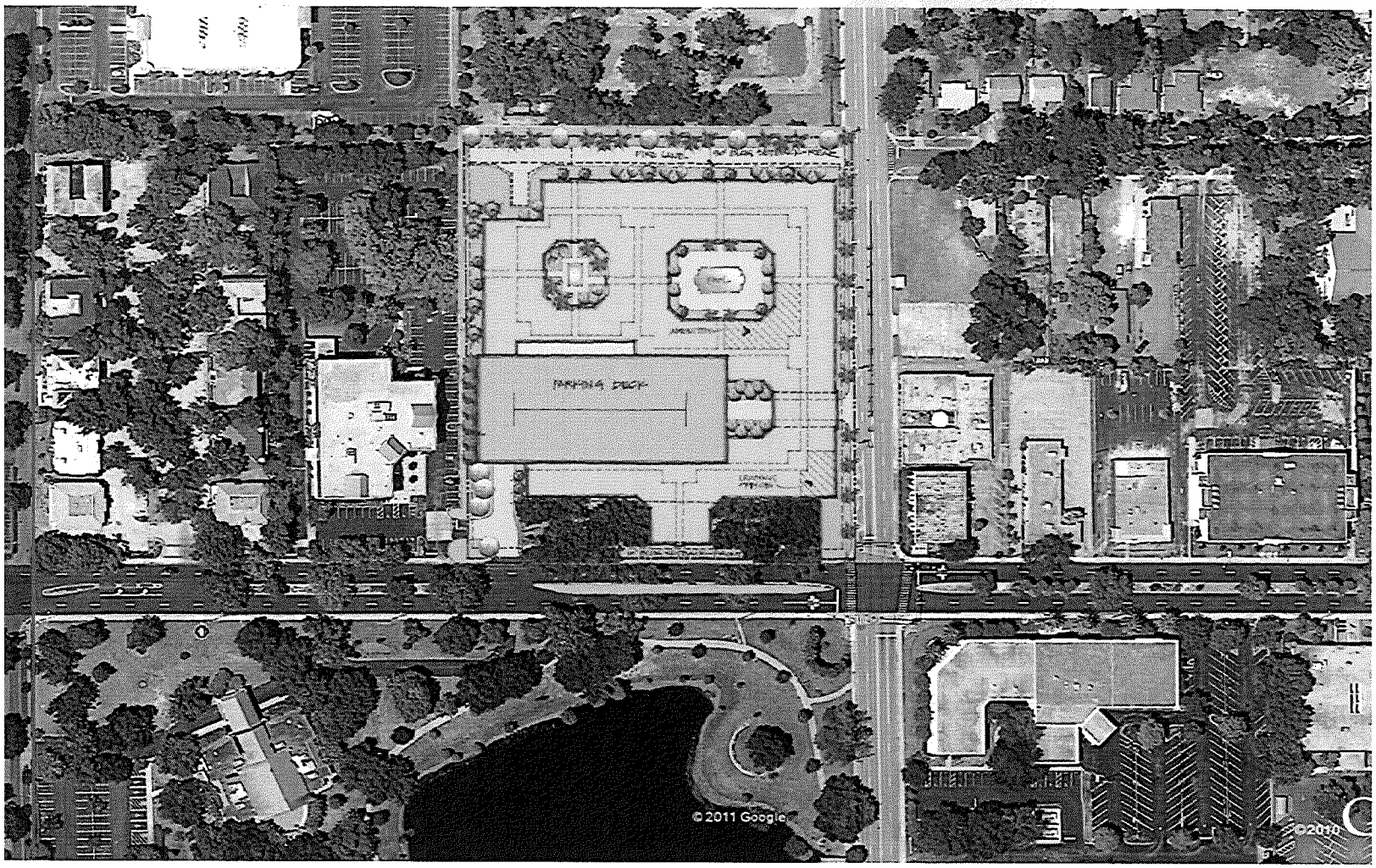
Schematic Site Plan





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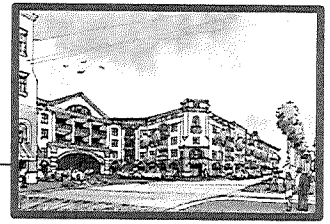
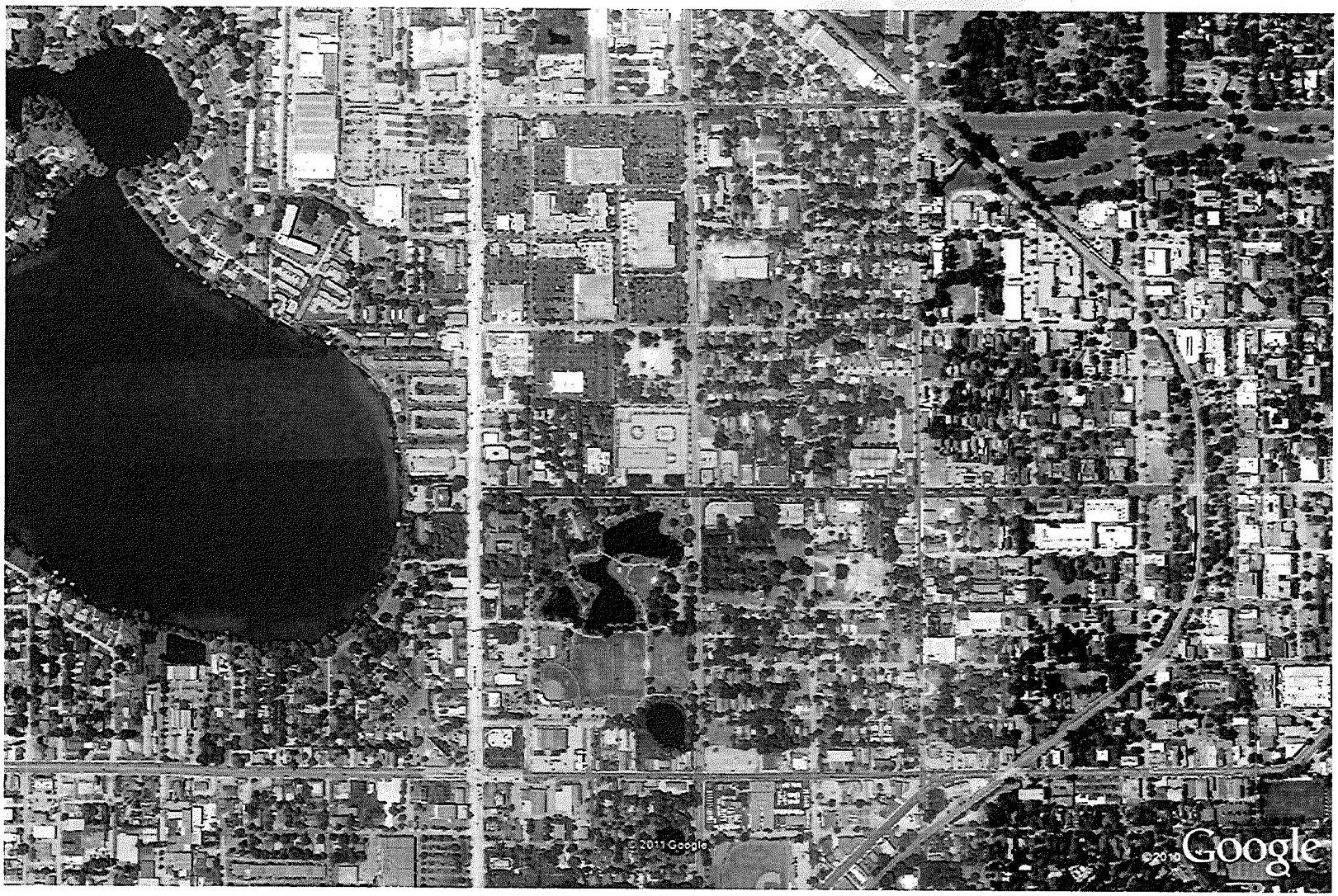
Site Aerial





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Appendix A

Please find enclosed herein as Appendix A to the RFP response a corporate profile, details on our current portfolio, experience track record and key personnel biographies.

POLLACK PARTNERS

Corporate Info

Pollack Partners is a real estate investment firm focused on the acquisition, development and asset management of multifamily for-rent and for-sale product. In addition, we raise and manage funds for investment in equity, debt, and joint ventures.

The firm and its principals have managed and invested in more than 35,000 residential units representing more than $3.2 billion in value over the past 30 years.

POLLACK PARTNERS

Introduction

Pollack Partners Value Proposition

- Extensive operating experience enables us to focus on the factors that drive asset performance and value
- The firm's boutique structure and process orientation provide for rapid analysis and decision making
- Senior management has a combined 100-year track record of success with a deep database of industry contacts
- Experience in all areas of real estate management including development, acquisitions, property management and leasing, finance, construction management and entitlements
- Experience in most major markets across the Southeastern United States, Texas and Colorado

POLLACK PARTNERS

Development

- Extensive experience developing complex real estate projects across the Southeastern United States, Texas and Colorado
- Develops for its own account as well as provides development services to other investors
- Development and construction expertise in a broad range of product including apartments, condominiums, student housing, senior housing and mixed-use projects that include office and retail
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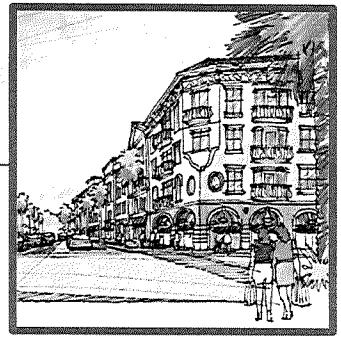
Management



- Fully integrated property management (Pollack Property Management) focused on owned assets and assets of our investor partners.
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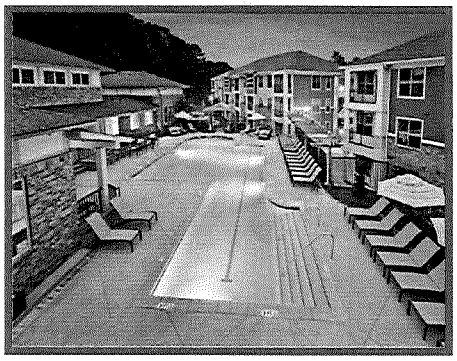
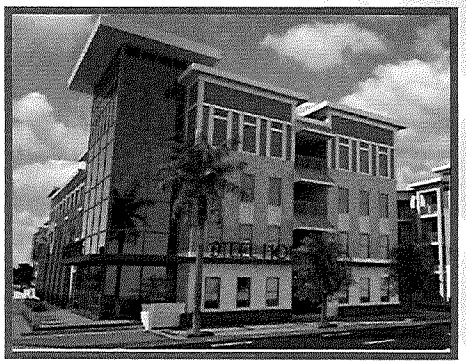
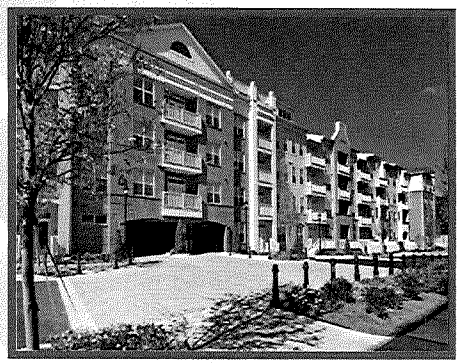
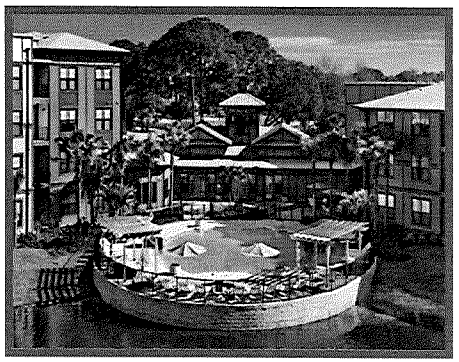

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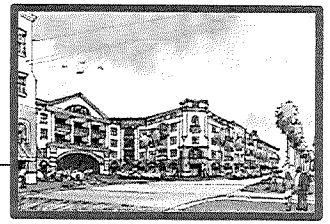

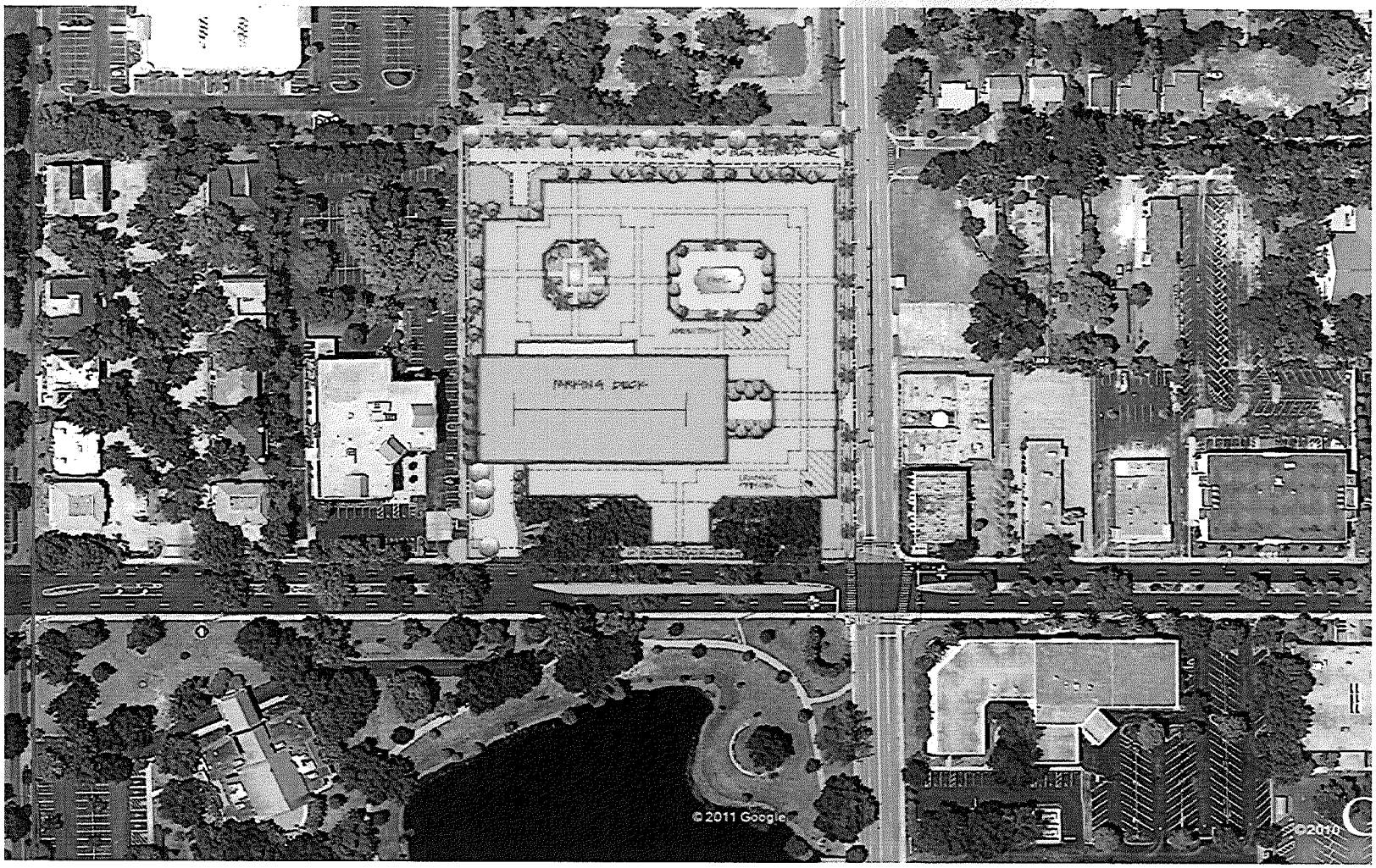

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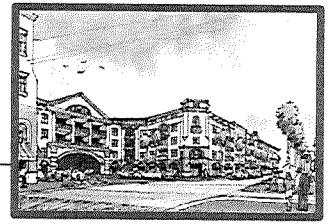

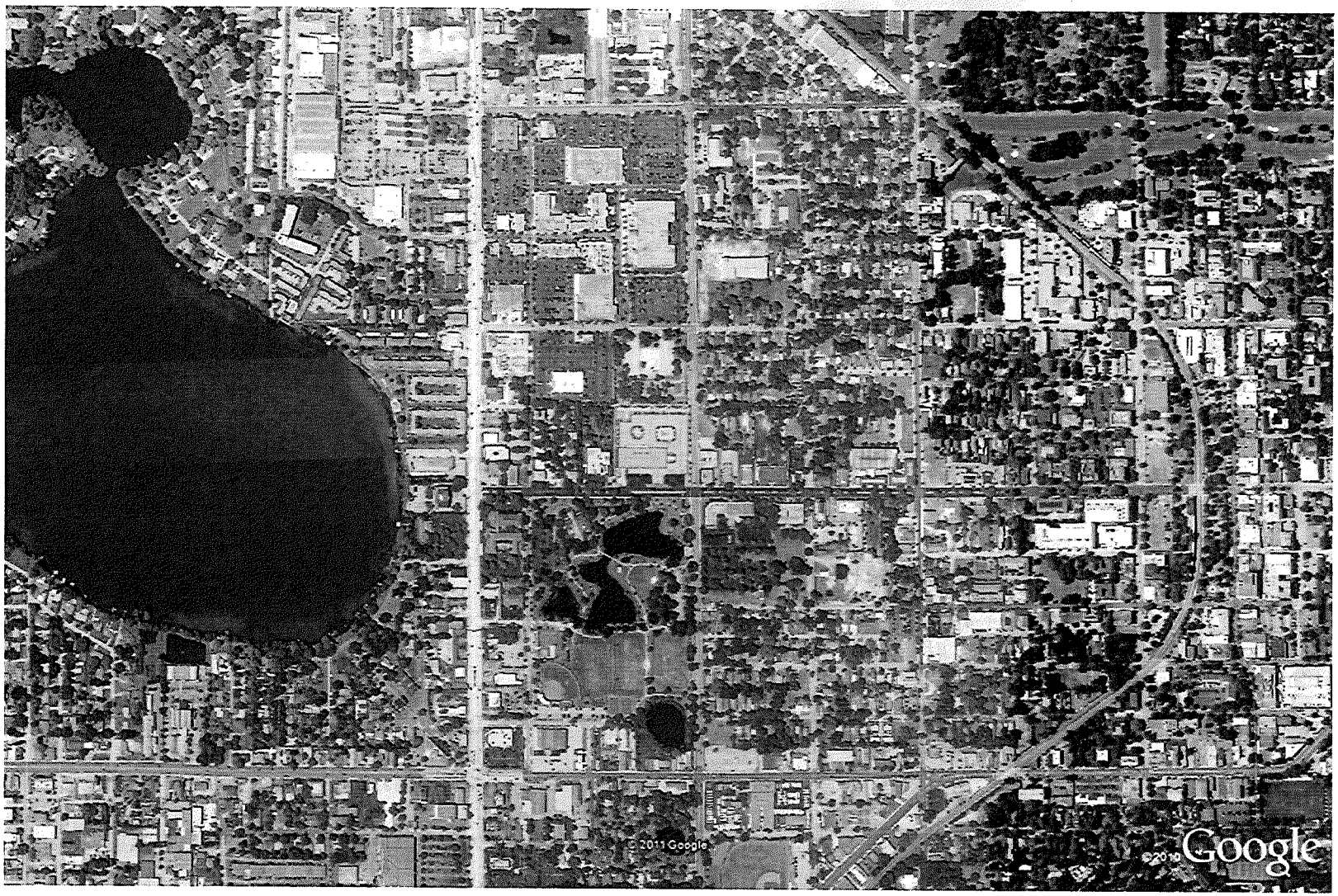

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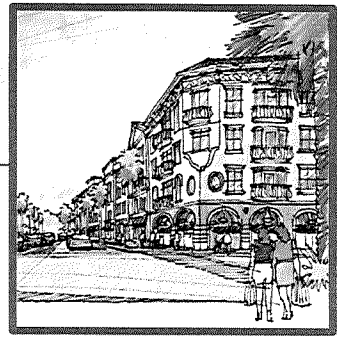

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POLLACK PARTNERS

Strategic Relationships

- Financial
  - Goldman Sachs
  - Westplan Investors (Dutch)
  - Remas (German)
  - Merrill Lynch
  - GE
  - RBC Bank
  - Regions Bank
- A & E
  - The Preston Partnership
  - James, Harwick + Partners
  - Poole and Poole Architects
  - Lancaster Associates
  - Humphreys + Partners
  - Smallwood, Reynolds, Stewart and Stewart & Associates
  - Niles Bolton Associates
  - Cooper Carry
- Construction
  - Cambridge Builders and Contractors
  - Fortune-Johnson
  - First Florida
  - Hardin Construction
- Management
  - RAM Partners
  - Bridge Real Estate
  - Worthing Southeast
  - Archon
- Marketing
  - Evolv Real Estate Solutions
  - Promotional Partners
  - Thornton Communications
- Legal
  - Arnall, Golden, Gregory LLP
  - Alston + Bird LLP
  - Seyfarth Shaw LLP
  - Morris, Manning & Martin LLP
- Audit and Tax
  - Ernst & Young
  - Habif, Arogeti & Wynne
  - Moore Colson

POLLACK PARTNERS

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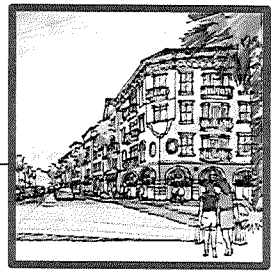
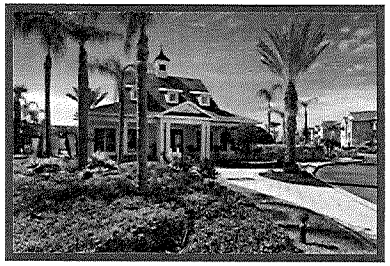
POLLACK PARTNERS

Current Portfolio



#	Project	Type	Location	Yr. Built	# Units	Product Type	Capitalization	Debt	Equity	Equity Partner
2006-2008 Developments										
1	Two Blocks	Development	Atlanta	2008	400	4 Story Wrap	$60,225,744	$48,500,000	$11,725,744	Westplan
2	Five East	Development	Atlanta	2009	269	Mid Density	$24,510,000	$18,100,000	$6,410,000	GS/Remas
3	Five West	Development	Tampa	2009	318	Mid Density	$41,815,301	$30,763,691	$11,051,610	GS/Westplan
Sub-Total					**987**		**$126,551,045**	**$97,363,691**	**$29,187,354**	
2009 - 2011 Acquisitions & Development										
4	Bay Isle Key	Acquisition	St. Pete	99/04	582	Garden	$35,841,465	$23,369,483	$12,471,982	Lubert Adler
5	Velocity	Acquisition	Nashville	2010	220	4 Story Wrap	$29,185,652	$21,790,000	$7,395,652	Carlyle
6	M700	Dev. Mgt	Orlando	2011	297	4 Story Wrap		N/A - Fee Development		
7	Steel House	Development	Orlando	2012	326	4 Story Wrap	$38,176,621	$24,814,804	$13,361,817	Carlyle
8	Preserve	Acquisition	Orlando	1998	356	Garden	$23,200,000	$15,000,000	$8,200,000	Carlyle
9	Audubon	Acquisition	Tampa	1990	447	Garden	$36,400,000	$26,000,000	$10,400,000	Carlyle
Sub-Total					**2228**		**$162,803,738**	**$110,974,287**	**$51,829,451**	
Total Average					3215		$289,354,783	$208,337,978	$81,016,805	



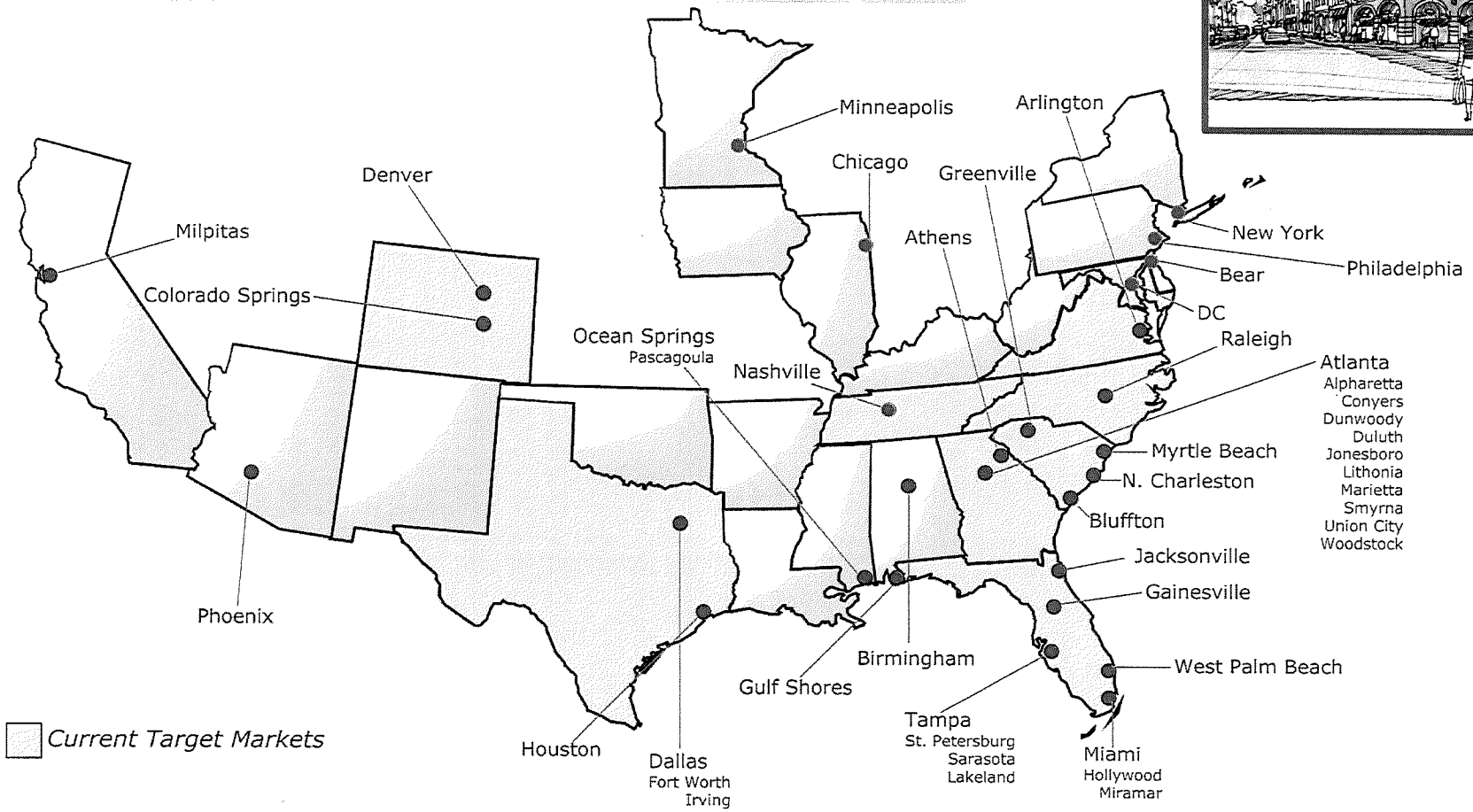
POLLACK PARTNERS

Experience Record

- Extensive operating experience enables us to focus on the factors that drive asset performance and value
- The firm's boutique structure and process orientation provide for rapid analysis and decision making
- Experience in all areas of real estate management including finance, development, acquisitions, disposition, leasing, asset and construction management, entitlements, property management and joint venture structuring
- Experience in most major markets across the Southeastern United States, Texas and Colorado
- Partners have deep background: Lane, Westinghouse, Hines, Andersen, CGR Advisors, Westwind Capital, Winter Construction, Ernst & Young
- Developed and acquired numerous mixed-use, office and retail assets throughout the US
- Current investment portfolio of nearly $300M

POLLACK PARTNERS

Active and Previous Markets



Completed Projects

Property	Type	Location	
Bay Isle Key	Apt/Condo Acq	St Petersburg	FL
Peppertree I & II	Apts/Condo Conv	N. Charelston	SC
Lindberg Condominium Eon	Condo/Retail Dev	Atlanta	GA
Dunwoody Place	Apt Acq	Atlanta	GA
Mt. Vernon Place	Apt Acq	Dunwoody	GA
Summer Oaks at St. Johns	Apt Acq Rehab	Jacksonville	FL
St. Charles I	Apt Acq Rehab	Miramar	FL
St. Charles II	Apt Acq Rehab	Miramar	FL
The Park at Bouldercrest	Apt Acq Rehab	Atlanta	GA
Landings	Apt Acq Rehab	Atlanta	GA
Sutton Place	Apt Acq Rehab	Atlanta	GA
Riverwalk	Apt Acq Rehab	Atlanta	GA
Summer Lakes Glenlakes	Apt Acq Rehab	Atlanta	GA
Arbor Mill	Apt Acq Rehab	Atlanta	GA
Keswick Village	Apt Acq Rehab	Conyers	GA
Evans Mill	Apt Acq Rehab	Lithonia	GA
Evans Mill	Apt Acq Rehab	Smyrna	GA
Fort Bayou	Apt Acq Rehab	Ocean Springs	MS
Regency Woods	Apt Acq Rehab	Pascagoula	MS
Foxfire Apartments	Apt Acq Rehab	Raleigh	NC
Vista Pointe	Apt Acq Rehab	Irving	TX
Summer Place	Apt Dev	Birmingham	AL
Summer Landing	Apt Dev	Lakeland	FL
Valencia	Apt Dev	Miami	FL
Summer Club	Apt Dev	Oviedo	FL
Summer Cove	Apt Dev	Sarasota	FL
The Enclave at Richmond Place	Apt Dev	Tampa	FL
Summer Walk at Westshore	Apt Dev	Tampa	FL
5 West	Apt Dev	Tampa	FL
Summerset	Apt Dev	Atlanta	GA
Summer Terrace	Apt Dev	Atlanta	GA
Summeroak	Apt Dev	Atlanta	GA
Summer Crossing	Apt Dev	Atlanta	GA
Summerwalk	Apt Dev	Atlanta	GA
Summer Ridge	Apt Dev	Atlanta	GA
Summerwood	Apt Dev	Atlanta	GA
Summercourt II	Apt Dev	Atlanta	GA
Summer Lake	Apt Dev	Atlanta	GA
Summer Lakeside	Apt Dev	Atlanta	GA
Summer Villa	Apt Dev	Atlanta	GA
Sumer Park Mall of Georgia	Apt Dev	Atlanta	GA
Park District (R-1)	Apt Dev	Atlanta	GA
Icon	Apt Dev	Atlanta	GA
Highlands on Ponce	Apt Dev	Atlanta	GA
Icon at Atlantic Station	Apt Dev	Atlanta	GA
Uptown Square	Apt Dev	Atlanta	GA
Metro Atlantic Station	Apt Dev	Atlanta	GA
Park District at Atlantic Station	Apt Dev	Atlanta	GA
Five East	Apt Dev	Atlanta	GA
Lindmont-B	Apt Dev	Atlanta	GA
Summerset	Apt Dev	Conyers	GA
Summer Ridge	Apt Dev	Duluth	GA
Perimeter Center East	Apt Dev	Dunwoody	GA
Two Blocks	Apt Dev	Dunwoody	GA
Summer Mill	Apt Dev	Woodstock	GA
Summer Isle	Apt Dev	Bluffton	SC
Summer Crest	Apt Dev	Greenville	SC
Summer Crest	Apt Dev	Greenville	SC
Pine Villages	Apt Dispo	Atlanta	GA
Summercourt	Apt Dispo	Atlanta	GA
Summerview	Apt Dispo	Atlanta	GA
Summerwind	Apt Dispo	Atlanta	GA
Summer Terrace	Apt Dispo	Atlanta	GA
Summer Glenn	Apt Dispo	Union City	GA

Property	Type	Location	
Glenridge	Condo Conv	Atlanta	GA
The Park at Ashford	Condo Conv	Atlanta	GA
Broadway Station	Condo Conv	Myrtle Beach	SC
Radius	Condo Dev	Hollywood	FL
Woodlands at Webb Bridge	Condo Dev	Alpharetta	GA
Element at Atlantic Station	Condo Dev	Atlanta	GA
ATLofts at Atlantic Station	Condo Dev	Atlanta	GA
The Reynolds	Condo Dev	Atlanta	GA
Oakland Park	Condo Dev	Atlanta	GA
The Brookwood	Condo Dev	Atlanta	GA
The Villages at Freedom Parkway	Condo Dev	Atlanta	GA
Art Foundry Condominiums	Condo Dev	Atlanta	GA
Art District Condominiums	Condo Dev	Atlanta	GA
Decatur Renaissance	Condo Dev	Atlanta	GA
Heritage Place	Condo Dev	Atlanta	GA
Towne Square Condominiums	Condo Dev	Decatur	GA
Sweetwater	Condo Dev	Duluth	GA
Lindmont-A	Condo/Apt Dev	Atlanta	GA
Mainsail I	Hotel Acq	Tampa	FL
Mainsail I	Hotel Dev	Tampa	FL
Arnall, Golden & Gregory	Interior Build-out	Atlanta	GA
No. 2 Peachtree Street	Interior Build-out	Atlanta	GA
City View Apts, Condo Retail	Mixed Dev	Atlanta	GA
The Borghese	Mixed Dev	Atlanta	GA
Museum Tower	Mixed Dev	Atlanta	GA
US Post Office Terminal Annex	Office Acq	Denver	CO
810 Seventh Street	Office Acq	Washington	DC
1899 Pensylvania Ave	Office Acq	Washington	DC
Evening Star Building	Office Acq	Washington	DC
50 South Sixth Street	Office Acq	Minneapolis	MN
Citymark Building	Office Acq	Dallas	TX
Radio Shack Riverfront Campus	Office Acq	Fort Worth	TX
Reliant Energy Plaza	Office Acq	Houston	TX
24th at Camelback	Office Acq/Dispo	Phoenix	AZ
Franklin Tower	Office Acq/Dispo	Washington	DC
Wachovia Financial Center	Office Acq/Dispo	Miami	FL
444 N Michigan Ave	Office Acq/Dispo	Chicago	IL
333 West Wacker	Office Acq/Dispo	Chicago	IL
1177 Avenue of the Americas	Office Acq/Dispo	New York	NY
Corporate Plaza	Office Acq/Dispo	Toronto	Ontario
Four Penn Center	Office Acq/Dispo	Philadelphia	PA
Commonwealth Tower	Office Acq/Dispo	Arlington	VA
Progressive Insurance Regional HQ	Office Dev	Colorado Springs	CO
4600 South Syracuse	Office Dev	Denver	CO
Investment Building	Office Dispo	Washington	DC
Atlanta Jewish Federation	Rennovation	Atlanta	GA
Cleveland Mall	Rennovation	Shelby	NC
Druid Hills Golf Club	Rennovation/Expansion	Atlanta	GA
Georgia State Capitol	Rennovation/Resotoration	Atlanta	GA
Great Mall of the Bay Area	Retail	Milpitas	CA
Opry Mills	Retail	Nashville	TN
Paideia School	School Dev	Atlanta	GA
The Gardens at Lake Spivey	Senior Housing Dev	Atlanta	GA
Lexington Crossing	Student Apt Acq	Gainsville	FL
The Flats at Atlantic Station	Student Apt Dev	Atlanta	GA
Rivermill Apartments	Student Apt Rehab	Athens	GA
Gramercy	TownHome Dev	Atlanta	GA

Total Projects: **121**
Total Number of Units: **24,229**

POLLACK PARTNERS

Key Principals

- Marc S. Pollack, Chairman and CEO
- Steven L. Shores, Managing Director
- Michael B. Blair, Development Director
- Anthony Everett, Central Florida Partner

POLLACK PARTNERS

Marc S. Pollack

Chairman and CEO

Marc S. Pollack serves as the chairman and CEO of Pollack Partners and is responsible for strategic planning, investor relations, project delivery and supervision of all of the firm's activities. As the founder of Pollack Partners, he has created a real estate firm that leverages disciplined teamwork, seasoned experience and unique services for the benefit of its investors.

Marc has more than 30 years of experience as an expert in the multifamily real estate business and has been responsible for the development, acquisition, disposition and management of more than 30,000 housing units valued at more than $2.5 billion.

Prior to founding Pollack Partners in 2006, Marc served as president of Lane Investment and Development, where he led a team responsible for completing 86 projects across the Southeast, including the award-winning mixed-use development, Atlantic Station. From 1990-1993 Marc served as vice president of Westinghouse Realty Advisors and Westinghouse Property Management.

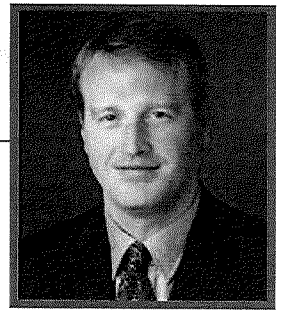
Marc holds a bachelor's degree from Emory University and a master's degree from Georgia State University. An active leader in the real estate industry, he serves on numerous associations and committees, including the Urban Land Institute (ULI), the National Association of Realtors, the Atlanta Board of Realtors and the National Multi Housing Council (NMHC). He is a sought after speaker for multi-family industry conferences and events.

A "local" Atlantan for 39 years, Marc enjoys spending time with his family- son Andy and his "better half" wife Robin. His other passions are cooking, travel and music. Active in community and cultural affairs, he serves on the advisory board of Mary Hall Freedom House, a non-profit organization dedicated to improving the quality of life for women and is on the board of the Atlanta Neighborhood Development Partnership.

POLLACK
PARTNERS

Steven L. Shores

President



As the President of Pollack Partners, Steven is responsible for managing the firm's day-to-day Business activities, securing new business, negotiating partnerships, capitalizing projects and developing corporate strategy and business plans. He places a high emphasis on team development, leadership, and process to ensure Pollack Partners meets its own goals as well as those of its investors.

Since co-founding Pollack in 2006, Steven has led the firm in the development of some 1,000 apartment units, the acquisition of 510 units, and the formation of the firm's capital partnerships with Goldman Sachs and others.

Prior to co-founding Pollack, Steven was a partner at Urban Realty Partners in Atlanta where he managed the development of 400 condominium units representing approximately $150 million in value.

Previously, he was the Manager of the Denver, Colorado office of Hines Interests. He also served as Manager of acquisitions for Hines' Southwest region. In these roles, he developed commercial office, mixed-use projects and land in Colorado and was responsible for acquiring existing office assets in the Southwestern US for Hines' various investment funds. While at Hines, Steven oversaw more than $400 million in developments and transactions. Steven also served on the advisory committee of the $800 million Hines U.S. Office Value Added Fund.

Steven holds a Master's of Business Administration in Finance and Real Estate from the Columbia Business School and a Bachelor's in Political Science from Davidson College. He is a member of the Multifamily Gold Council of the Urban Land Institute (ULI), the National Multi Housing Council (NMHC), and the Real Estate Group of Atlanta.

In his spare time, Steven enjoys cycling, golf, skiing and coaching youth sports. He resides in Atlanta with his wife Debbie and their three children.

POLLACK
PARTNERS

Michael B. Blair

Development Director

Michael B. Blair is Pollack Partners' Development Director. In this role, he uses his strong background in construction and design to oversee the successful execution and Completion of each project the firm develops. Additionally, Michael handles the asset management responsibilities on all Pollack Projects, whether new developments or acquisitions. In all aspects of project management and development, Michael combines project execution with team integration, a hallmark of Pollack Partners. Since joining Pollack Partners, Michael has been responsible for the development and management of over 1,500 units with a total development / acquisition value of approximately $175 million.

Prior to joining the firm in 2006, Michael was a partner and senior development manager for Southeast Capital Partners, where he managed the development of 750 units totaling more than $200 million in project costs. Those projects ranged from apartments to condominiums, mid-rise to high-rise, and new construction to renovation. Previously, Michael served as senior project manager with The Winter Construction Company, were he managed a variety of commercial and multi-family projects totaling in excess of $250 million in construction value.

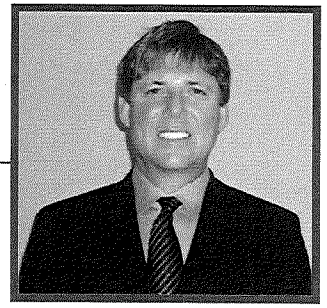
Michael holds a Bachelor of Science degree in engineering from Vanderbilt University and a Master of Science degree in construction management from the Georgia Institute of Technology. He is a member of the Urban Land Institute (ULI) and the National Association of Home Builders (NAHB), and is a LEED Accredited Professional.

In his spare time, Michael enjoys playing tennis and spending time with his family. With three children, Michael spends plenty of time on the ball fields coaching a variety of sports. As an Atlanta native, he is also an avid sports follower and supports all of the local Atlanta teams.

POLLACK PARTNERS

Anthony Everett

Central Florida Partner



Anthony Everett is a fourth generation Tampa resident who specializes in commercial real estate transactions, with a focus on Multi-family properties. A graduate of Emory University and University of Florida, Mr. Everett has been a leader in the multi-family industry in the Southeastern United States since 1994.

Serving as President of Everett Realty and Investments, Inc. and Everett Realty Services, Anthony has directed the management and development, acquisition and disposition of approximately 20,000 multi-family residential units. Mr. Everett has extensive experience in both rental and "for sale" properties. Between 1999 – 2006, Everett was part of a group which assembled an institutional quality portfolio of approximately 3,000 multifamily apartments, which the group sold in late 2006 and 2007. During 2003 – 2006, Mr. Everett completed seven successful condominium conversions, closing out these projects prior to the significant declines that Mr. Everett anticipated in the real estate markets.
He is an experienced planner and problem solver who guides projects with an unmatched level of organization and precision.

In addition to heading up Everett Realty and Investments, Inc. and Everett Realty Services, Anthony also served as Senior Vice President of International Realty where he oversaw the assembly, management and eventual sale of the previously mentioned institutional quality multifamily portfolio. For more than 15 years he also served as a Special Consultant to Post Properties (NYSE:PPS) during which he completed the planning, development and construction of more than 3,000 multifamily units in Central Florida.. Mr. Everett is also a licensed Real Estate Broker with strong emphasis on development, distressed property restructuring, acquisition and disposition of multifamily assets as well as portfolio property management.

Mr. Everett is presently joining the Pollack team where he will serve as the Company's Central Florida Partner. In this role Mr. Everett will be responsible for managing the entitlement, financing and design process for opportunities he identifies for the Company in the Central Florida Region. Mr. Everett's track record is included on the following page.

POLLACK
PARTNERS

Anthony Everett

Central Florida Partner – Experience Record

Name	Location	Units	Service
Biltmore Apartments	*Largo, FL*	189	Acquisition Consulting
Kendra Court	*Tampa, FL*	192	Acquisition Consulting
Harbour Place City Homes	*Tampa, FL*	206	Acquisition/Condominium Conversion
Post Bay at Rocky Point	*Tampa, FL*	150	Acquisition/Renovation
Fairway Isles	*Ft. Lauderdale, FL*	476	Acquisition Consulting
Urban River	*Miami, FL*	577	Acquisition Consulting
El Conquistador Apartments	*Boca Raton, FL*	318	Acquisition Consulting
Florida Key Apartments	*Miami, FL*	614	Acquisition Consulting
Waterways Apartments	*Naples, FL*	162	Acquisition Consulting
Lakewood Apartments	*Tampa, FL*	192	Acquisition Consulting
Post Lake at Baldwin Park - IV	*Orlando, FL*	380	Development Services
Post Lake at Baldwin Park - III	*Orlando, FL*	30	Development Services
Brandon Lakes I & II	*Brandon, FL*	380	Acquisition Consulting
Post Lake at Baldwin Park - II	*Orlando, FL*	154	Acquisition Consulting
Post Lake at Baldwin Park - I	*Orlando, FL*	196	Acquisition Consulting
Kings Crossing	*Ft. Myers, FL*	192	Acquisition Consulting
Manatee Cove	*Bradenton, FL*	558	Acquisition Consulting
Post Soho Square	*Tampa, FL*	192	Development Services
Post Walk at Citrus Park Village	*Tampa, FL*	296	Development Services
Casa Bella	*Tampa, FL*	250	Condominium Development Consultation
Hyde Park Walk	*Tampa, FL*	134	Acquisition/Condominium Conversion
Tivoli Portfolio	*Boca Raton, FL*	3200	Acquisition Consulting
Oxford Walk	*Tampa, FL*	230	Acquisition Consulting
Porto Bellagio	*Sunny Isles, FL*	500	Acquisition/Condominium Conversion
Bellmeade Apartments	*Houston, TX*	336	Acquisition Consulting
Heights at Peachtree Creek	*Atlanta, GA*	340	Acquisition/Disposition
Cypress Greens	*Orlando, FL*	252	Acquisition/Renovation/ Disposition
Mainstreet at Conyers	*Conyers, GA*	180	Acquisition/Disposition
Mainstreet at Bradenton	*Bradenton, FL*	216	Acquisition/Disposition
Hamptons at Tampa Palms	*Tampa, FL*	335	Acquisition/Renovation/ Disposition
Broadmoor Apartments	*Tampa, FL*	364	Acquisition/Disposition
Lake Forest Apartments	*New Port Richey, FL*	288	Acquisition/Renovation/ Disposition
Hyde Park Place	*Tampa, FL*	95	Acquisition/Condominium Conversion
345 Bayshore	*Tampa, FL*	241	Acquisition/Condominium Conversion
CED Brunswick	*Brunswick, GA*	168	Acquisition Consulting
CED Savannah	*Savannah, GA*	196	Acquisition Consulting
CED Washington Road	*Augusta, GA*	220	Acquisition Consulting
CED Ami Road	*Augusta, GA*	216	Acquisition Consulting
CED Cato Road	*Macon, GA*	168	Acquisition Consulting
CED Hunters Run Apartments	*Citrus Park, FL*	430	Acquisition Consulting
Alta Key Apartments	*Tampa, FL*	452	Acquisition Consulting
Villas at Ballast Point	*Tampa, FL*	26	Condominium Development Consultation
Post Harbour Place	*Tampa, FL*	784	Development Services
Post Parkside	*Orlando, FL*	244	Development Services
Clipper Cove Apartments	*Tampa, FL*	220	Acquisition Consulting
Villas at Renaissance Square	*Clearwater, FL*	200	Development Services
Mainstreet Apartments	*Clearwater, FL*	206	Acquisition Consulting
Collegiate Hall at USF	*Tampa, FL*	186	Development Services
CED Lexington at Renaissance Square	*Clearwater, FL*	220	Acquisition Consulting
Post Hyde Park III	*Tampa, FL*	119	Development Services
Archstone Rocky Creek	*Tampa, FL*	280	Development Services
Savannah at Citrus Park	*Citrus Park, FL*	272	Development Services
Post Walk at Old Hyde Park Village	*Tampa, FL*	134	Development Services
Culbreath Cay	*Tampa, FL*	256	Development Services
Bay Club I & II	*Tampa, FL*	288	Development Services
Post Hyde Park I & II	*Tampa, FL*	270	Development Services
Post Rocky Point I, II & III	*Tampa, FL*	916	Development Services
Timber Cove Apartments	*Tampa, FL*	184	Acquisition Consulting
Americana Apartments	*Lutz, FL*	220	Acquisition/Disposition
River Club Apartments	*Tampa, FL*	240	Acquisition Consulting
	TOTAL UNITS	19,640	

POLLACK PARTNERS

Dori Debord

From: Anthony Everett [aeverett@theeverettcompany.com]
Sent: Monday, August 29, 2011 8:16 AM
To: Dori Debord
Cc: Dave Winters
Subject: Pollack Partners RFP

Hi Dori –

I just wanted to let you know we found a typo in our RFP that may offer some confusion. On the first page of our letter in the "RE:" section, we left in a reference to a different property from a prior transaction. The remainder of the letter is correct and references the 5 care City Property at Morse and Denning.

I just wanted to call this out to you so there would be no confusion when the proposals are opened this AM.

Thanks so much. I look forward to meeting you and to receipt of further instructions regarding workshop dates or whatever else we need to do to help the City with this decision.

Anthony M. Everett
Partner – Central Florida
Pollack Partners, LLC
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Tampa, Florida 33611
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aeverett@pollackpartners.com
aeverett@theeverettcompany.com

CITY OF WINTER PARK
ECONOMIC DEVELOPMENT ADVISORY BOARD

Regular Meeting **September 13, 2011**
8:15 a.m. **Farmers' Market – 200 W. New England Ave.**
MINUTES

Meeting was called to order at 8:15a.m. in the Farmers' Market, 200 W. New England Ave.

BOARD MEMBERS PRESENT: Marc Reicher, Gwen Lennox, Patrick Chapin, Daniel Smith, Michael Winn, John Gill and Owen Beitsch
BOARD MEMBERS ABSENT: Stephen Flanagan
STAFF MEMBERS PRESENT: Dori DeBord, Gabriella Serrado, Stacy Hectus, and Jeff Briggs
City Commission: Steve Leary, Carolyn Cooper, Sarah Sprinkle, and Tom McMacken

ADMINISTRATIVE ITEMS

A. Approval of Minutes

Motion made by Michael Winn, seconded by Owen Beitsch to approve the August 9, 2011 minutes. Motion carried unanimously with a 7-0 vote.

ACTION ITEMS

A. State Office Building Notice of Disposal Proposals

Dori DeBord, Economic Development/CRA Director, opened the topic by giving a brief review of the notice of disposal for 941 West Morse Boulevard, commonly known as the State Office Building. Five organizations submitted proposals and were invited to present to the board. Marc Reicher, EDAB Chair, asked presenters to keep their presentation under five minutes. The EDAB board will ask questions after each presentation.

The first presenter is Atlantic Housing Partners. Scott Culp presented on behalf of Atlantic Housing Partners. They are a Winter Park based company who is the largest affordable housing developer in the state of Florida. They have partnered with four other Winter Park companies for the development, construction and management of the project. Mr. Culp explained that it is important that the city must take into consideration the goals of the CRA Master Plan goal in which it states that develop affordable workforce housing opportunities. Atlantic Housing Partners want to work with the city's Planning Department on developing this parcel with something that would have a positive benefit that is in line with the city's vision of the area and the CRA plan.

Atlantic Partner submitted two options for development, option A is housing for active senior lifestyle and option B is affordable housing for families. Atlantic can purchase the property right away, no financing is needed. Option A would require a change to the height limit and the density exceeds the maximum allowed density for any residential in the Comprehensive Plan. Option B would require a change of land use to High Density Residential with a rezoning to R-4.

Mr. Beitsch asked Mr. Culp how they would approach going through the modifications to the necessary regulations. Mr. Culp responded that they would follow the city's process including workshops with the neighborhood and the required public hearing process.

Gwen Lennox asked if anything can be put in place to make sure the landscaping is kept up and doesn't turn in a usual affordable housing community that is not maintained properly. Mr. Culp explained that Atlantic develops properties under a tax exempt bond program and federal housing tax credit. Under those programs there is intense scrutiny into the long-term sustainability and financial viability of the development. In order to acquire these credits, they must have onsite staff and management that will ensure the long-term sustainability of the development.

Marc Reicher asked the closing timeframe on the transaction. According to Mr. Culp, this would be a cash transaction based the availability of the city's approval for the project. The tax and bonds are readily available to them and they are non-competitive, so they are available to them right away.

Jeff Briggs asked whether they would need a density change and why their cash offer is a third of what the property is currently appraised at. Mr. Culp explained that their offer will make the community economically sustainable in the long-term.

The next presenter is Casto with Paul Rutledge, executive vice president, presenting on their behalf. Casto is looking for the city to consider a unified approach and let, in tandem, Casto speak to all the proposers. Casto owns the parcel next to the State Office Building and it would be beneficial for the city to design these two parcels jointly, giving this block a single design. Mr. Rutledge has already spoken to some of the other proposers and there is an interest for this joint venture.

Mr. Reicher asked how Casto sees the city's level of investment. Mr. Rutledge answered that is up to the city to decide however they feel that the simplest way is to allocate a value based on the land. Both properties could do a ground lease to the other proposers or sell and split the profits according to the contract. Mr. Rutledge also added that there has been a lot of discussion regarding the look of North Denning Drive. This venture could address this issue, as well as others.

Mrs. Lennox asked what Casto's vision for walkability and connectivity was. Mr. Rutledge explained that Casto will design the area according to what the city wants. They don't want to impose a design this early, they are looking to reconfigure the designs according to what the third organization and the city wants.

Patrick Chapin mentioned that he did not see solid numbers on their proposal. Casto's proposal Is based on confidence and trust. How could the city be sure that this joint venture could work out. Mr. Rutledge asked the board to look at what Casto has built in Winter Park, how have they operated, which companies have they brought to the area. This venture would not change the four proposals that the city has to decide. This would allow this area to have multi-use, single design. Casto brings the additional land, experience, and creativity to the partnership.

The next presenter is CNL Commercial Real Estate. Tom Cunningham and Becky Wilson presented on their behalf. CNL is proposing a land swap between the State Office Building and 1150 N. Orange Avenue, commonly known as Progress Point. The Progress Point site is 3.73 acres while the State Office Building site is 4.99 acres. Both properties are labeled as office in the comprehensive plan and zoning codes. Their intent is to relocate a corporate tenant into the State Office Building after reconstruction. CNL believes this swap will give the city a more visible piece

of property. No changes to the comprehensive plan or rezoning are needed for this proposal. CNL is willing to work with Casto to build a walkable, single-look design for North Denning.

Mr. Winn asked CNL why they couldn't relocate their possible tenant to the Progress Point site. CNL doesn't believe their site is most appropriate for office. After the improvements in Orange, the area has become more retail and mixed-use centered. The State Office Building site is more appropriate for corporate headquarters.

Mr. Reicher asked if their appraisal reflected the mixed-use atmosphere they just mentioned. CNL believes their appraisal reflects the office use and possible mix-use of the site. In the current comprehensive plan, one can place almost three times the amount of density on the Progress Point site than on the State Office Building. There is a significant amount of value to this density. The State Office Building has been appraised at $5.6 million and CNL has appraised the Progress Point site at $4.88 million.

Mrs. Lennox asked how certain was CNL on getting the corporate headquarter tenant. The corporate tenant's lease, out of Lake Mary, is expiring soon and if CNL can assure them that this project is moving forward then they can sign a letter of intent with them. There is also a CNL entity that they will be able to lease space to as well. The corporate headquarters will bring over 100 jobs into Winter park with an average salary of $100,000.

The next presenter is Eagle Submit Partners, LLC with Hal Marston presenting of their behalf. The project name selected for this project is Celebrations Winter Park. Eagle Summit Partners wants to build a 140,000 sq. ft. assisted living and memory care facility. Mr. Marston went over the architectural site plans and building elevations. Eagle Submit is offering $1.65 million to the city. Celebrations Winter Park will have an estimated value of $15.3 to $21 million, which will give the city a substantial increase in their tax base. In addition, this project will bring 67 permanent jobs to Winter Park. There is no assisted living or memory care facility in the city core and this could be the city's chance to provide a place for seniors.

Mr. Reicher asked why would there be a low land cost based on a $20 million project cost. Mr. Marston explained that is a typical cost for land. Most of the recent assisted living facilities developed in Central Florida have had a land purchases value of $1.5 million.

Mr. Winn felt that the city would be subsidizing this project. Mr. Marston believes that is all based on how the city is going to value the property. If the capital for project and the value of the bid is based on the closing proceeds are, then there are other uses that would make more sense. But if the city recognizes the amount of jobs and the benefits it would bring to the community, then this project would fit.

The final presentation is by Pollack Partners with Anthony Everett presenting of their behalf. Pollack Partners is an Atlanta based high-end for sale and for rent community developer. Pollack is offering $6.2 million cash sale for 325 units or $19,076 per unit. The final purchase price will adjust based on the number of units allowed. The 325 units only show how the value of the land could be maximized by increased density. Pollack is well aware that 325 unit is well over the allowed density for the property but their proposal is flexible the final unit count can be adjusted to what the city would want built on the site. If a three story project is required, Pollack would need variances on density, parking, and possibly storm water.

Jeff Briggs clarified that at 75 units per acre is three times the maximum that is in the city code. Mr. Briggs expressed concern about the size of the building. This project would have a foot print three times bigger than an office building. Changing the code to allow such project might lead to other projects asking for the same change. Ms. Dori Debord agreed with Mr. Briggs. She felt that a project like this makes it really difficult to even out the playing field with other proposers. If the city is considering changing the code and increase density, then the current value of the property would change.

Under our current codes, Pollack is only allowed to build 25 units per acre which would reduce the cash offer significantly. Mr. Everett stated that Pollack is willing to build for as little as 200 to 225 units; it would depend of the size of the units. Mrs. Lennox asked how would that translate to rental price per unit. Mr. Everett said that their rental prices range from $725 -$1300 per month. Mr. Beitsch mentioned that going through these regulatory changes is going to be an arduous task and asked if Pollack is interested in scaling back to 25 units per acre. Mr. Everett stated that 25 units per acre for multi-family is not viable for the City of Winter Park.

Mr. Reicher thanked all presenters for coming today and asked Ms. DeBord what were the board's options. Ms. DeBord said that the EDAB could rank the proposals, recommend a specific proposal to the City Commission, or could choose not to take any action and just leave this as information so that the EDAB could be involved in the negotiations once the City Commission makes a decision.

Motion made by Michael Winn, seconded by Gwenn Lennox to schedule a special EDAB meeting to discuss the proposals and to come up with a ranking and recommendation.
Mr. Reicher opened the motion for discussion. Ms. DeBord mentioned that the City Commission will be holding a workshop on this matter on Tuesday, September 20th at 3:30 p.m. and is an item for their Monday, September 26th Commission meeting. The board will need to meet prior to the workshop in order to submit items to the City Commission.

Mr. Reicher mentioned that the board needs to work within the limits of the city's codes and regulations and keep in mind the character of Winter Park. Patrick Chapin suggested that the board makes a decision based on the context of what the goals of the board are.

Motion carried unanimously with a 7-0 vote.

Ms. DeBord asked the board to think of anything else staff could provide to make the ranking easier. Members wanted clarification of the appraisal for the State Office Building and Progress Point. In addition, they asked to see how many jobs and mills revenue each proposal would bring to the city.

INFORMATIONAL ITEMS
None

There was no further business. Meeting adjourned at 9:41 a.m.

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Wes Hamil Finance Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ☐ N|A	final vote

subject

Ordinance adopting millage rates for the FY 2012 budget.

motion | recommendation

Approve operating millage rate at 4.0923 mills and debt service millage rates at 0.1046 and 0.2197 for the General Obligation Bonds, Series 2004 and 2011, respectively.

summary

The proposed FY 2012 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations declined, the proposed property tax levy represents a 2.71% reduction from FY 2011.

The operating millage rate of 4.0923 mills was approved by the City Commission as the tentative millage rate on July 25. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the proposed millage rates above. This notice also advised property owners of the first public hearing on millage rates and the budget. On Thursday, September 22, a notice regarding the second public hearing was published in the Orlando Sentinel.

The operating millage rate can be reduced below 4.0923 mills but not increased. Any reduction in projected property tax revenues would require a corresponding reduction in General Fund budget appropriations.

board comments

n/a

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .1046 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2197 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011.

WHEREAS, the Legislature of the State of Florida mandated a procedure for calculating the taxable value for each taxing authority by the County Property Appraiser and provided for the calculation of rolled back millage rate, and

WHEREAS, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 4.2065 mills.

WHEREAS, the citizens of Winter Park approved the issuance of $5,125,000 General Obligation Bonds, Series 1996 at the June 4, 1996 bond referendum which were subsequently refunded by General Obligation Bonds, Series 2004.

WHEREAS, the citizens of Winter Park approved the issuance of $11,000,000 General Obligation Bonds, Series 2001 at the May 16, 2000 bond referendum which were subsequently refunded by General Obligation Bonds, Series 2011.

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

SECTION 1. That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2011 and ending September 30, 2012. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .1046 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2004 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .2197 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2011.

SECTION 2. The above levy to cover general operating expenses of the City is two and seventy one-hundredths percent below the rolled back millage of 4.2065 mills. Pursuant to State Statutes this levy represents a 2.71% decrease in property taxes.

SECTION 3. The City Commission, after full, complete and comprehensive hearings and expressions of parties wishing to be heard, declares the tax levy to be reasonable and necessary for the immediate preservation and benefit of the public health, safety and welfare.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 26th day of September, 2011.

_____
Kenneth W. Bradley, Mayor

Attest:

_____
Cynthia S. Bonham, City Clerk

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Wes Hamil Finance Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Ordinance adopting FY 2012 annual budgets for all budgeted funds and the accompanying five year capital improvement plan.

motion | recommendation

Approve ordinance adopting the FY 2011 annual budgets and accompanying five year capital improvement plan.

summary

This is the second of two public hearings on the budget. A summary of the proposed budget is included as Schedule A which includes the amendments agreed to by the Commission at the September 12 public hearing. A summary of these amendments is presented in the table below:

Contribution to Winter Park Historical Association	$10,000

The $200,000 budgeted in the CIP for Mead Garden was modified to allow $100,000 for operations and $100,000 for Capital.

The adjustments above leave a contingency balance of $200,500 in the FY 2012 General Fund budget.

A summary of the budget as amended at the September 12 meeting will be published in the Orlando Sentinel on September 22 as part of an advertisement for the second public hearing.

board comments

n/a

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, GOLF COURSE FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2011; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.

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

SECTION 1. The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2011 and ending September 30, 2012 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

SECTION 2. There are hereby expressly appropriated out of anticipated revenues and funds available for such purposes and not otherwise appropriated, the funds and monies necessary to meet the appropriations set forth in said budget. It is hereby declared that the funds available are those in excess of the amount required by law to be held by the City of Winter Park.

SECTION 3. The budget approved by this ordinance may be reviewed by the City Commission and shall be subject to modification by ordinance if the actual revenues and necessary expenditures are found to differ substantially from the estimates contained in said budget.

SECTION 4. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2011, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2011. The City Manager shall report to the City Commission all such purchase orders.

SECTION 5. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover the unspent portion of project length budgets as of September 30,

2011. The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2011 to fiscal year 2012.

SECTION 6. The City Manager shall have the authority to transfer appropriations from one line item to another line item within a fund budget so long as the total fund appropriations shall not be increased. Appropriation transfers between funds shall require the approval of the City Commission.

SECTION 7. The accompanying five year capital improvement plan is hereby adopted as part of this ordinance and is made a part of the Comprehensive Plan, Data, Inventory and Analysis document replacing and substituting therefore any previous five year capital improvement plan. Funding for the first year of the plan is included in the annual budget. Funding for projects in years two through five is subject to the annual budgets adopted for each of those years.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 26th day of September, 2011.

_____
Kenneth W. Bradley, Mayor

Attest:

_____
Cynthia S. Bonham, City Clerk

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
General Fund Summary

Schedule A

	2012 Adopted	2011 Adopted
Revenues:		
Property Taxes	$ 14,265,000	$ 14,538,871
Franchise Fees & Utility Taxes	8,154,500	8,051,536
Licenses & Permits	1,729,550	1,503,800
Intergovernmental	6,206,702	5,995,605
Charges for Services	4,939,600	3,708,300
Fines and Forfeitures	1,220,200	797,500
Miscellaneous	556,457	504,610
Transfers from Other Funds	5,439,400	5,664,970
Fund Balance	0	0
Total Revenues	$ 42,511,409	$ 40,765,192
Expenditures:		
General Administration	$ 4,257,742	4,068,442
Planning & Development	2,032,520	1,868,323
Public Works	6,892,177	6,779,814
Police	12,011,363	11,044,550
Fire	9,334,614	8,643,108
Parks and Recreation	6,561,341	5,984,844
Organizational Support	1,550,212	1,411,212
Transfers To Other Funds	2,466,540	1,834,537
Non-Departmental	197,000	239,000
Reimbursements from Other Funds	(2,992,600)	(3,117,042)
Contingency Reserve	200,500	2,008,404
Total Expenditures	$ 42,511,409	$ 40,765,192
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Designations Trust Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Miscellaneous	119,900	39,992
Transfers from other funds	$ 0	$ 0
Total Revenues	$ 119,900	$ 39,992
Expenditures:		
Public Works	0	0
Parks and Recreation	$ 119,900	$ 39,992
Total Expenditures	$ 119,900	$ 39,992
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Stormwater Utility Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Licenses	$ 45,000	$ 47,000
Charges for Services	2,260,962	2,132,179
Intergovernmental	57,000	42,000
Miscellaneous	25,500	37,900
Transfers From Other Funds	0	0
Fund Balance	54,000	0
Total Revenues	$ 2,442,462	$ 2,259,079
Expenditures:		
Operations	$ 2,377,462	$ 2,187,304
Reimbursements to Other Funds	65,000	65,000
Contingency	0	6,775
Total Expenditures	$ 2,442,462	$ 2,259,079
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Affordable Housing Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Affordable Housing Fee	$ 0	$ 125,000
Other Revenue	0	0
Fund Balance	0	0
Total Revenues	$ 0	$ 125,000
Expenditures:		
Affordable Housing Operations	$ 0	$ 5,000
Advance to Winter Park Housing Authority - Plymouth Apartments	0	100,000
Contribution to Community Land Trust	0	0
Reimbursements to Other Funds	0	1,000
Contingency Reserve	0	19,000
Total Expenditures	$ 0	$ 125,000
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Community Redevelopment (CRA) Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Property Taxes	$ 2,107,423	$ 2,305,963
Charges for Services	162,000	200,000
Miscellaneous	25,000	117,200
Fund Balance	147,983	338,821
Total Revenues	$ 2,442,406	$ 2,961,984
Expenditures:		
Operating Expenses	$ 840,483	$ 616,708
Capital Projects	0	0
Debt Service	1,550,823	1,506,081
Organizational Support	19,500	28,000
Reimbursements To Other Funds	31,600	107,108
Transfers To Other Funds	-	-
Contingency Reserve	0	704,087
Total Expenditures	$ 2,442,406	$ 2,961,984
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Police Grant Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Intergovernmental	$ 764,930	$ 675,000
Total Revenues	$ 764,930	$ 675,000
Expenditures:		
Police	$ 764,930	$ 675,000
Total Expenditures	$ 764,930	$ 675,000
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Debt Service Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Property Taxes	$ 1,203,323	$ 1,297,386
Special Assessments	181,000	224,917
Transfers From Other Funds	1,264,063	1,142,537
Fund Balance	0	0
Total Revenues	$ 2,648,386	$ 2,664,840
Expenditures:		
Debt Service	$ 2,648,386	$ 2,664,840
Total Expenditures	$ 2,648,386	$ 2,664,840
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Water and Sewer Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Utility Fee	$ 27,421,000	$ 27,129,592
Miscellaneous	143,200	241,220
Fund Balance	0	0
Total Revenues	$ 27,564,200	$ 27,370,812
Expenditures:		
Operations	$ 15,156,641	$ 15,464,760
Debt Service	6,054,463	5,999,908
Capital Projects	1,490,000	1,190,000
Reimbursements to Other Funds	2,313,100	2,385,308
Transfers to Other Funds	1,916,096	1,956,052
Contingency Reserve	633,900	374,784
Total Expenditures	$ 27,564,200	$ 27,370,812
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Electric Utility Fund Summary

	2011 Adopted	2011 Adopted
Revenues:		
Utility Fee	$ 52,742,028	$ 53,805,025
Miscellaneous	(70,000)	(115,000)
Transfers from Other Funds	0	0
Fund Balance	0	0
Total Revenues	$ 52,672,028	$ 53,690,025
Expenditures:		
Operations	$ 7,890,707	$ 6,164,990
Bulk Power Costs	31,628,443	35,686,312
Debt Service	4,881,978	4,989,711
Capital Projects	1,250,000	1,224,000
Franchise Fees	2,888,200	2,951,829
Transfers to Other Funds	35,000	12,500
Reimbursements to Other Funds	526,500	479,626
Storm and Working Capital Reserves	0	0
Contingency Reserve	3,571,200	2,181,057
Total Expenditures	$ 52,672,028	$ 53,690,025
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Golf Course Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Charges For Services	$ 0	$ 542,121
Transfers from Other Funds	0	22,725
Fund Balance	0	0
Total Revenues	$ 0	$ 564,846
Expenditures:		
Operations	$ 0	$ 539,887
Contingency Reserve	0	2,234
Total Expenditures	$ 0	$ 542,121
Excess of Revenues Over (Under) Expenditures	$ 0	$ 22,725

Golf course operations moved to General Fund in 2012

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Fleet Maintenance Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Charges for Services	$ 1,497,683	$ 1,360,592
Miscellaneous	0	2,076
Fund Balance	0	0
Total Revenues	$ 1,497,683	$ 1,362,668
Expenditures:		
Operations	$ 1,497,683	$ 1,330,346
Reimbursements to Other Funds	0	25,000
Contingency Reserve	0	7,322
Total Expenditures	$ 1,497,683	$ 1,362,668
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Vehicle/Equipment Replacement Fund Summary

	2011 Adopted	2011 Adopted
Revenues:		
Vehicle/Equipment Rentals	$ 962,903	$ 835,232
Debt Proceeds	0	0
Miscellaneous	20,300	20,000
Fund Balance	51,060	310,424
Total Revenues	$ 1,034,263	$ 1,165,656
Expenditures:		
Vehicle and Equipment Acquisitions	$ 968,639	$ 923,732
Debt Service	53,424	53,424
Reimbursements to Other Funds	12,200	8,500
Transfers to Other Funds	0	180,000
Contingency Reserve	0	0
Total Expenditures	$ 1,034,263	$ 1,165,656
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Employee Insurance Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Charges To Departments	$ 4,509,790	$ 4,100,602
Charges To Employees	1,314,508	1,328,949
Charges - Outside	436,977	394,974
Miscellaneous	33,000	30,000
Fund Balance	0	0
Total Revenues	$ 6,294,275	$ 5,854,525
Expenditures:		
Insurance Costs	$ 6,074,193	$ 5,821,525
Reimbursements to Other Funds	33,000	33,000
Contingency Reserve	187,082	0
Total Expenditures	$ 6,294,275	$ 5,854,525
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
General Insurance Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Charges To Departments	$ 1,894,483	$ 1,834,900
Miscellaneous	20,000	25,000
Fund Balance	346,714	303,165
Total Revenues	$ 2,261,197	$ 2,163,065
Expenditures:		
Insurance Costs	$ 1,784,483	$ 1,710,900
Risk Management Operations	141,714	115,830
Reimbursements to Other Funds	10,000	10,000
Transfers to Other Funds	325,000	325,000
Contingency	0	1,335
Total Expenditures	$ 2,261,197	$ 2,163,065
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Cemetery Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Lot Sales	$ 171,000	$ 131,000
Miscellaneous	20,450	38,150
Fund Balance	66,450	89,443
Total Revenues	$ 257,900	$ 258,593
Expenditures:		
Transfers To Other Funds	$ 256,700	$ 256,093
Reimbursements to Other Funds	1,200	2,500
Contingency Reserve	0	0
Total Expenditures	257,900	258,593
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
General Capital Projects Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Transfers From Other Funds	$ 1,303,973	$ 748,496
Intergovernmental Revenues	0	0
Debt Proceeds	0	0
Fund Balance	0	0
Total Revenues	$ 1,303,973	$ 748,496
Expenditures:		
Capital Projects	$ 1,303,973	$ 748,496
Contingency Reserve	0	0
Total Expenditures	$ 1,303,973	$ 748,496
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

City of Winter Park, Florida
Annual Budget for Fiscal Year 2012
Stormwater Capital Projects Fund Summary

	2012 Adopted	2011 Adopted
Revenues:		
Stormwater Utility Fees	$ 710,000	$ 822,000
Intergovernmental	0	0
Fund Balance	0	0
Total Revenues	$ 710,000	$ 822,000
Expenditures:		
Capital Projects	$ 710,000	$ 822,000
Contingency Reserve	0	0
Total Expenditures	$ 710,000	$ 822,000
Excess of Revenues Over (Under) Expenditures	$ 0	$ 0

CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS

Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures				
			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
General Capital Projects	General Fund	13,069,477	2,407,477	2,428,000	2,694,000	2,710,000	2,830,000
	Grant/Fund Raising	833,000	269,000	314,000	50,000	100,000	100,000
	Grant/Bond Issue	2,000,000	-	2,000,000	-	-	-
	General Obligation Bonds	650,000	-	-	-	-	650,000
Stormwater Capital Projects	Stormwater Utility Fees	3,550,000	710,000	710,000	710,000	710,000	710,000
Community Redevelopment Agency	-	-	-	-	-	-	-
Water and Sewer Fund	Water and Sewer Fees	10,372,496	1,556,496	2,736,000	2,687,500	1,695,000	1,697,500
	Sewer Impact Fees	1,700,000	1,700,000	-	-	-	-
	State Grant	1,000,000	1,000,000	-	-	-	-
	Water & Sewer Bond Issue	6,823,272	2,573,272	500,000	1,250,000	1,250,000	1,250,000
Electric Services Fund	Electric Service Fees	16,077,550	2,310,000	2,812,500	2,913,000	3,944,010	4,098,040
		56,075,795	12,526,245	11,500,500	10,304,500	10,409,010	11,335,540

SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS

Department	Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Other Long-term Needs
Public Works	Pavement Resurfacing and Brick Road Repairs	General Fund	4,100,000	775,000	800,000	820,000	845,000	860,000	on-going
Public Works	Sidewalk, bikepath and curb repairs	General Fund	1,650,000	330,000	330,000	330,000	330,000	330,000	on-going
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning and painting)	General Fund	1,072,477	197,477	210,000	215,000	225,000	225,000	on-going
Fire	Renovate the existing Fire Station 64 to accommodate minimum staffing levels and additional personnel during inclement weather	General Fund	800,000						800,000
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	General Fund	395,000	70,000	75,000	75,000	85,000	90,000	on-going
Parks	General Parks Major Maintenance	General Fund	1,000,000	200,000	200,000	200,000	200,000	200,000	on-going
Parks	Sports field multipurpose complex conceptuals	General Fund	70,000		70,000				
Parks	Convert City Tree Farm to park facility	General Fund	1,500,000			350,000	575,000	575,000	
Parks	Mead Garden Master Plan Renovation	Grants/Fund Raising	4,160,000	200,000	200,000	50,000	100,000	100,000	3,510,000
		General Fund	1,000,000	200,000	200,000	200,000	200,000	200,000	on-going
Parks	Ward Park Master Plan Phase II	General Fund	219,000	219,000					
Parks	Civic Center parking lot expansion	General Fund	200,000					200,000	
Parks	Lake Island shade structure	General Fund	25,000	25,000					
Parks	Fleet Peeples park improvements phase 1	Fund Raising	183,000	69,000	114,000				
Parks	Golf Course consultant recommendation implementation (resurface the tees and rebuild all greens on the golf course except for hole No. 3 and the nursery green which were rebuilt in 2007)	General Fund	200,000					-	200,000
Parks	Restrooms (Ward, Lake Island)	General Fund	200,000			100,000	100,000		
Parks	Athletic field lighting at Ward Complex	General Fund	728,000	231,000	243,000	254,000			
Parks	Restroom (Fleet Peeples Park	General Fund	85,000	85,000					
Public Works	Bicycle/pedestrian improvements plan	General Fund	300,000		75,000	75,000	75,000	75,000	on-going
Public Works	Rebuild Sterling bridge	General Fund	150,000		150,000				
Public Works	Install pedestrian signals and rebuild antiquated traffic signals at various locations throughout the city	General Fund	375,000	75,000	75,000	75,000	75,000	75,000	on-going
Public Works	Railroad crossing quiet zones	Grant/Bond Issue	2,000,000		2,000,000				
General	Construct new City Hall (50,000 square feet)	General Obligation Bonds - Subject to Referendum	12,500,000					250,000	12,250,000
General	City Hall Parking Garage (250 spaces at $20,000 per space	General Obligation Bonds - Subject to Referendum	5,000,000					100,000	4,900,000

SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS

Department	Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures					
				FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Other Long-term Needs
General	New Library (60,000 square feet)	General Obligation Bonds - Subject to Referendum	15,000,000					300,000	14,700,000
Public Works	Construct a linear park along St. Andrews Blvd. south of Aloma as part of a stormwater improvement project that includes filling in the ditch to the east of the road (No grant prospects as of July 2010)	Grants	2,000,000						2,000,000
			54,912,477	2,676,477	4,742,000	2,744,000	2,810,000	3,580,000	38,360,000
	Totals by Funding Source:								
	General Fund		14,069,477	2,407,477	2,428,000	2,694,000	2,710,000	2,830,000	1,000,000
	Grants		2,000,000	-	-	-	-	-	2,000,000
	Grants/Fund Raising		4,343,000	269,000	314,000	50,000	100,000	100,000	3,510,000
	Granst/Bond Issue		2,000,000	-	2,000,000	-	-	-	-
	General Obligation Bonds		32,500,000	-	-	-	-	650,000	31,850,000
			54,912,477	2,676,477	4,742,000	2,744,000	2,810,000	3,580,000	38,360,000

CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
STORMWATER CAPITAL PROJECTS FUND

Department	Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures				
				FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Public Works	Unidentified and Miscellaneous Drainage Improvements - Most of the City's stormwater sewer infrastructure is over fifty years old. Some of these older systems do not meet the City's curren drainage standards and in many cases are experiencing pipe material failures. Groundwater seepage into the stormwater sewer system is considered an illicit discharge carrying sediments to the City's lakes compromising water quality.	Stormwater Fees	400,000	40,000	150,000	60,000	150,000	
Public Works	Alum station upgrades - phase 1	Stormwater Fees	210,000	210,000				
Public Works	Howard Drive Stormwater Treatment Pond	Stormwater Fees	150,000	150,000				
Public Works	Howell Branch Road - pond retrofit	Stormwater Fees	140,000	140,000				
Public Works	Miscellaneous Land Locked Lakes Stormwater Retrofits	Stormwater Fees	345,000	75,000	160,000			110,000
Public Works	Lake Sue - Outfalls No. 72-75 - Liquid/Solid Separators	Stormwater Fees	50,000	50,000				
	Howell Creek maintenance	Stormwater Fees	45,000	45,000				
Public Works	Alum station upgrades - phase 1	Stormwater Fees	200,000		200,000			
Public Works	North New York Avenue - Stormwater Retrofit - Phase 2	Stormwater Fees	200,000		200,000			
Public Works	Dixie Parkway - Outfall No. 3 - Stormwater Retrofit (delayed from fiscal year 2011 to fund the Nicolet Avenue Pond project)	Stormwater Fees	200,000			200,000		
Public Works	Solids Removal from outfalls with Alum Stations - Phase 2	Stormwater Fees	300,000			300,000		
Public Works	Lake Sylvan Outfalls - Stormwater Retrofits	Stormwater Fees	150,000			150,000		
Public Works	Lake Killarney Stormwater Outfall improvements (south from Fairbanks) - Stormwater Retrofits	Stormwater Fees	360,000				360,000	
Public Works	Exfiltration within Golf Course Area - Phase 1	Stormwater Fees	200,000				200,000	
Public Works	Lake Killarney Stormwater Outfall improvements (north from Lee Road) - Stormwater Retrofits	Stormwater Fees	250,000					250,000
Public Works	Exfiltration within Golf Course Area - Phase 2	Stormwater Fees	200,000					200,000
Public Works	Lake Bell Outfalls - Stormwater Retrofits	Stormwater Fees	150,000					150,000
			3,550,000	710,000	710,000	710,000	710,000	710,000

Note: The stormwater capital improvement plan has been approved by the Lakes and Waterways Board.

CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
COMMUNITY REDEVELOPMENT AGENCY FUND

Department	Description	Funding Source	Estimated Total Cost	Schedule of Planned CIP Expenditures				
				FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
			-	-	-	-	-	-
			-	-	-	-	-	-
			-	-	-	-	-	-
			-	-	-	-	-	-

CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND SEWER FUND

Department	Description	Funding Source	Estimated Total Cost	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Water and Sewer	Enterprise GIS & data collection	Water and Sewer Fees	600,000		600,000			
Water and Sewer	Rehabilitation of defective sewer mains with heavy ground water infiltration	Water and Sewer Fees	3,000,000	600,000	600,000	600,000	600,000	600,000
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	600,000	100,000	125,000	125,000	125,000	125,000
Water and Sewer	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line	Water and Sewer Fees	1,450,000	250,000	300,000	300,000	300,000	300,000
Water and Sewer	Upgrade water mains - replacement of sub-standard water mains throughout the water distribution system.	Water and Sewer Fees	2,650,000	500,000	500,000	550,000	550,000	550,000
Water and Sewer	Replacement of asbestos cement sanitary force mains deteriorated by hydrogen sulfide gas	Water and Sewer Fees	200,000	40,000	40,000	40,000	40,000	40,000
Water and Sewer	Expansion of reclaimed water system	Bond Issue	4,250,000		500,000	1,250,000	1,250,000	1,250,000
Water and Sewer	Fairbanks Avenue Sewer Extension	Bond Issue	1,700,000	1,700,000				
		Sewer Impact Fees	1,700,000	1,700,000				
		State Grant	1,000,000	1,000,000				
Water and Sewer	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando), City of Winter Park's share of the cost (funded by 2009 bonds)	Bond Issue	873,272	873,272				
Water and Sewer	Purchase of additional sewer treatment capacity at Altamonte Springs wastewater treatment facility	Water and Sewer Fees	1,500,000		500,000	1,000,000		
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Water and Sewer Fees	197,500	35,000	37,500	37,500	42,500	45,000
Water and Sewer	Funding of facility replacement account for Public Works Complex items (flooring, roofing, air conditioning & paint)	Water and Sewer Fees	174,996	31,496	33,500	35,000	37,500	37,500
			19,895,768	6,829,768	3,236,000	3,937,500	2,945,000	2,947,500
	Totals by Funding Source:							
	Water and Sewer Fees		10,372,496	1,556,496	2,736,000	2,687,500	1,695,000	1,697,500
	Sewer Impact Fees		1,700,000	1,700,000	-	-	-	-
	State Grant		1,000,000	1,000,000	-	-	-	-
	Bond Issue		6,823,272	2,573,272	500,000	1,250,000	1,250,000	1,250,000
			19,895,768	6,829,768	3,236,000	3,937,500	2,945,000	2,947,500

Note: Funding for Upgrading/Rerating of Iron Bridge Regional Wastewater Treatment Facility funded as part of Water and Sewer Refunding and Improvement Revenue Bonc Series 2009. Bonds for the expansion of the reclaimed water system will be issued at some future date not yet determined.

CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
ELECTRIC SERVICES FUND

Department	Description	Funding Source	Estimated Total Cost	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Electric Services	Routine Capital improvements to improve the reliability of the electric system	Electric Fees	6,505,050	1,250,000	1,275,000	1,300,500	1,326,510	1,353,040
Electric Services	Undergrounding of Electric Lines	Electric Fees	8,350,000	-	1,500,000	1,575,000	2,575,000	2,700,000
Electric Services	Construct Electric Operations Center and Warehouse	Electric Fees	1,025,000	1,025,000	-	-	-	-
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric Fees	197,500	35,000	37,500	37,500	42,500	45,000
			16,077,550	2,310,000	2,812,500	2,913,000	3,944,010	4,098,040
	Totals by Funding Source:							
	Electric Services Fees		16,077,550	2,310,000	2,812,500	2,913,000	3,944,010	4,098,040

Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Terry Hotard Electric Utility	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Undergrounding of Electric/CATV Facilities
Notice of Intent Resolution
Williams-Ibis Plug-In

motion | recommendation

Approve resolution calling for a date/time to set public hearing pertaining to the undergrounding of electric/CATV facilities in the area of Dixie Parkway and Williams Drive. Staff recommendation is to approve the resolution calling for the Public Hearing.

summary

Winter Park Electric's PLUG-IN program was approved by the city commission to provide neighborhoods with a method of accelerating the undergrounding of neighborhood overhead facilities. Through the PLUG-IN Program the city provides homeowners within the Neighborhood Electric Assessment District (NEAD) a 50% match of the electric undergrounding. Bright House Network has agreed to a 5% contribution. Homeowners have the option of a onetime lump sum or 10 year repayment schedule. Annual assessment will be placed on the property tax bill. 66% (66% required) of the 15 homeowners within the Dixie Parkway/Williams Drive NEAD have voted in favor of this project.

board comments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR THE PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ABUTTING DIXIE PARKWAY AND WILLIAMS DRIVE AS MORE PARTICULARLY INDICATED IN EXHIBIT "A" ATTACHED HERE, TO FUND CERTAIN PUBLIC IMPROVEMENTS OF THE INSTALLATION OF UDERGROUND ELECTRICAL/BHN FACILITIES; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park, Florida, intends to replace the existing overhead electrical/BHN facilities with underground electrical/BHN facilities in the area described as Dixie Parkway and Williams Drive and intends to impose assessments ("Assessments") against the real property therein to fund the installation of underground electric/BHN facilities within said above-described boundaries; and

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

WHEREAS, the Property Appraiser, Tax Collector and City of Winter Park have agreed that the time for holding the Public Hearing and adoption of this resolution can be extended to September 26, 2011, and

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

WHEREAS, the City Commission of the City of Winter Park, Florida directs the City Clerk to provide copies of the Resolution to the Property Appraiser, Tax Collector and the Florida Department of Revenue on or prior to September 26, 2011;

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

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

Section 2. The City Commission of the City of Winter Park hereby confirms its intent to use the uniform method for collecting the Assessments levied against real property located on Dixie Parkway and Williams Drive more particularly indicated in Exhibit "A", attached hereto and made a part hereof, all lying within the municipal boundaries of the City of Winter Park, to fund the City's underground of electric/BHN facilities within the above-described area as referenced in "Exhibit A".

Section 3. The City Commission of the City of Winter Park, Florida hereby directs the City Clerk to provide copies of this Resolution to the Property Appraiser, Tax Collector and the Florida Department of Revenue on or prior to September 26, 2011, by the United States mail, in accordance with Section 197.3632(3)(a), Florida Statutes.

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

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

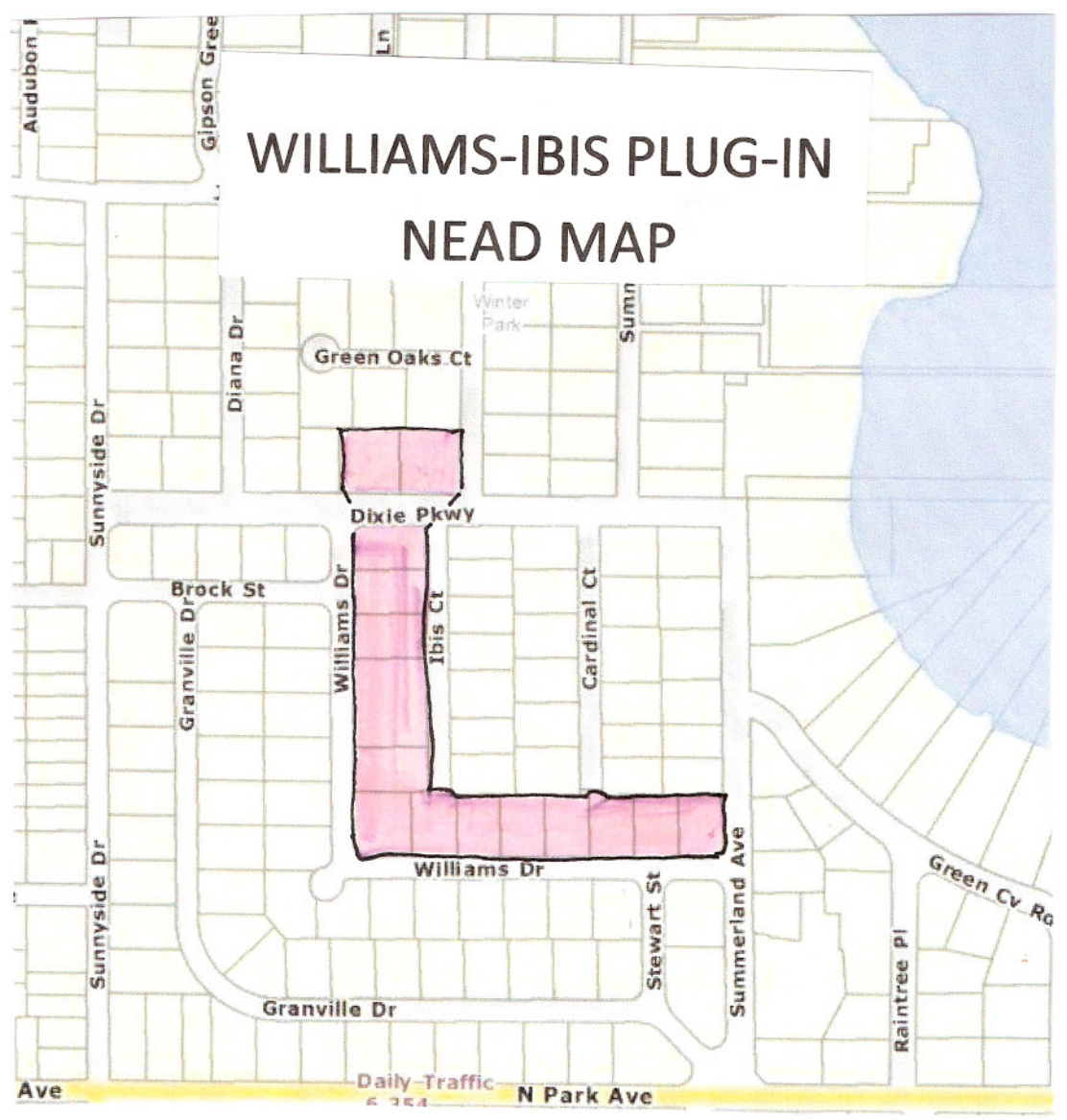
Section 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 26th day of September, 2011.

_____
Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

WILLIAMS-IBIS PLUG-IN NEAD MAP



PARK GROVE: WILLIAMS/IBIS

PARCEL ID	OWNER	ADDRESS	CITY,STATE,ZIP	WPE Total Per Property Owner	WPE Annual Pymt. For 10 Yrs. @ 4.25%	BHN Total per Property Owner	BHN Annual Pymt. For 10 Yrs. @ 3.25%	Billing Address
31-21-30-3174-00-124	Casebier	741 Dixie Pkwy	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-3174-00-125	Murrah	1601 Legion	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-140	Schuck	1576 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	427 Brentwood Dr NE Atlanta GA 30305
31-21-30-6654-02-130	Sanfilippo	1566 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-120	Peck	1546 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-100	Cox	1506 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
32-21-30-6654-02-090	Van Den Berg	1468 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-080	Barnwell	771 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-070	Lord	751 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-061	Razzani	731 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	1209 E Lk Colony Dr Maitland FL 32751
31-21-30-6654-02-050	Tassos	691 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-042	Costar	671 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-030	Sanders	641 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-021	Dearden	631 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	
31-21-30-6654-02-011	Magruder	611 Williams	WP 32789	$3,737.00	$466.00	$629.99	$75.00	

Undergrounding Project: Park Grove (Williams/Ibis)

	City of Winter Park Electric	Bright House Networks Cable TV	Total
Cost to Underground	$112,104	$9,933	$122,037
Property Owner Share (%)	50.0%	95.0%	
Total amount to be funded by property owners ($)	$56,052	$9,436	$65,488
Total voting parcels (1)	15	15	15
Cost of undergrounding per parcel	$3,737.00	$629.00	$4,366.00
Property Owner Payment Options			
Up-Front Assessment			
Applicable Discount	3%	0%	
Net Up-Front Assessment	$3,625.00	$629.00	$4,254.00
Ten-Year Payment Plan			
Applicable interest rate	4.25%	3.25%	
Annual Assessment	$466.00	$75.00	$541.00

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Jeff Briggs Planning Dept.	approved by	☐ City Manager ☐ City Attorney ☐ N|A
board approval	Planning and Zoning Board	☐ yes ☐ no ☐ N|A	6-0 final vote

Subject: Conditional Use for the Alfond Inn at Rollins

Rollins College is requesting approval to amend the Conditional Use previously granted for a hotel project at 300 E. New England Avenue, in order to build the Alfond Inn at Rollins consisting of a five story, 112 room hotel with restaurant/bar, meeting/ballroom space and on-site parking, on the vacant 3.33 acre property zoned R-4. Per city code, this public hearing is for the "preliminary" CU approval per code. The "final" CU approval per code is upon receipt of the final landscape plan, final storm water design and the final (exterior) architectural elevations with exterior materials noted.

Planning Board motion | recommendation

The Planning and Zoning Board by a 6-0 vote recommends approval for the preliminary conditional use request with the following conditions to be addressed in the final conditional use submittal or in the development agreement:

1. That consistent with code, the "final" conditional use review shall include the final landscape plan, final storm water design and the final (exterior) architectural elevations with exterior materials noted.
2. That the applicant should submit the "parking management plan" at the time of the "final" conditional use review.
3. That the City and Rollins may enter into the 7th Amendment to the Development Agreement at this time.
4. That the east building facade (two story portion on the library facing side) be revised to provide some added architectural relief.
5. That visual buffering and sound attenuation be provided for the HVAC equipment on the rooftop of the two story building component.
6. That the grading and drainage interface between the hotel and condominium properties be addressed.
7. That the use of the hotel be restricted to prohibit student housing or use as classrooms.
8. That the issue of ventilation of bus exhaust on the Lyman Avenue side be addressed.
9. That there is a reconciliation of the issue of the travel distance between the hotel and the parking garage.

10. That a workshop is scheduled with the Planning and Zoning Board prior to the final conditional use approval concerning the scope and content of the parking management plan.
11. Clarification in the development agreement of 115 versus 129 spaces.
12. That all service and deliveries trucks are to be from the loading dock and not along New England Avenue.
13. That the City Commission review the parking management plan six months after certificate of occupancy issuance.

Background and Summary

We refer to this request for the Alfond Inn at Rollins as an 'amendment' because the original project on the Langford Hotel site was approved in August, 2001. “The Residences”, at the corner of Lyman and Interlachen Avenues was Phase I of the project and the long awaited hotel is Phase II of the project.

Over the intervening years, there have been six different amendments approved to the original plans for the hotel phase. Sometimes it was just a different internal makeup of the project and other times the building project was modified. Those amendments changed the numbers of hotel rooms, physical area of spa/health club, restaurant and ballroom/meeting room areas. At one time it was to be a condo hotel and then not one. Various changes transpired until the final 6th amendment was approved in November 2007.

That current "approved" hotel project from the 6th amendment was six stories, 250 rooms, internal restaurant/bar of 4,395 sq. ft., internal spa/health club of 12,000 sq. ft., internal ballroom/meeting rooms space of 14,570 sq. ft and a six level parking garage of 436 spaces.

The Alfond Inn at Rollins Project:

The current request is a significant reduction from the previous hotel project approved via the 6th amendment. The hotel building has been reduced to five stories from six stories and also reduced to a two story height on significant portions of the western and southern portions of the hotel footprint. The room count is at 112 rooms versus 250 rooms. The five story (6 level) parking garage has been eliminated in lieu of surface parking. So from an intensity/density standpoint, the current project is a very significant reduction in height, size, mass, square footage and coverage.

This project conforms to the Comp. Plan and Zoning Code for the R-4 zoning. It meets the front setbacks of 25 feet from Interlachen Avenue and 20 feet from New England and Lyman Avenues. It meets the impervious coverage at 80.5% vs. the code maximum of 85%. The hotel building footprint is 30% of the lot area versus the code maximum of 55%. The floor area ratio on this 3.33 acre site for this 107,676 square foot building is 74.2%, well within the permitted 200% FAR. All of the previous Development Agreements and hotel plans since August, 2001 allowed a building height up to 75 feet with an additional 5 feet for parapet walls. The proposed hotel is 74 feet to the top of the roof peaks. It is important to note that the building height to the top of the 5th floor is 60 feet. If the hotel had a less attractive flat roof, the project would be then 65 feet of visible height. However, the more architecturally attractive pitched roof peaks alter the point of measurement.

Parking Management Plan:

One major change from the previous hotel plans is the elimination of the five story, (six level) 436 space parking garage. Parking is now to be 129 spaces in the adjoining surface parking lot. The balance of the parking is to be provided in the Sun Trust parking garage. Per code, off-site parking is permitted if within 300 feet measured from closest point to closest point. The separation from the Alfond Inn property to the Sun Trust garage property is 350 feet.

Based on the code section (below) the City Commission has the authority grant an exception for the additional distance. Clearly the City Commission can grant a variance for the number of spaces and if so then they can grant a variance based on the recognition that code compliance can be achieved within 350 feet vs. 300 feet. (The 50 foot difference in the distance is from the front wall to the back wall of the Commission Chambers)

Sec 58-90 (c) (2): In order to streamline the development plan approval process, the city commission in the approval of conditional uses may also grant limited exceptions from the terms of this article. Those exceptions shall be limited to the size and height of accessory structures such as walls, fences and signs and shall also be limited to site and building design features involving the number of parking spaces, the location of storm water retention facilities, building setbacks, building lot coverage and building height.

Per the city code, the parking requirement is the cumulative parking requirements for the hotel rooms, the hotel restaurant/bar and the hotel ballroom/meeting room spaces.

In order for there to be an effective parking management system that conveniently allows guests/visitors of the hotel to valet park or self-park without infringing on the Winter Park Library parking lot, the All Saints parking lots or along Alexander Place, the proposed Development Agreement will require the submission and approval of a parking management plan detailing the operational functions of the parking program. The Parking Management Plan will include the following:

i) City approval of any fees charged for valet parking services (excluding voluntary gratuities) and any fees charged by hotel guests, visitors or employees to park on-site on the hotel property or off-site in the SunTrust Garage or other off-site property;

ii) Methods of enforcement to assure compliance with the commitment that the hotel employees will park off-site at the SunTrust Garage or other off-site property;

iii) Methods to provide the 20 parking spaces on-site to staff at the Winter Park Public Library during library operating hours;

iv) Operational standards (staffing and hours) of the valet parking service;

v) Methods to inform hotel guests and visitors of the off-site parking options; and

vi) Methods to discourage hotel guests and visitors from parking in the adjacent parking lots of the Winter Park Public Library, All Saints Episcopal Church and Winter Park Women's Club including methods to respond to complaints by those groups regarding violators.

In addition, the existing Development Agreement (as well as the proposed) provides that 20 spaces be provided for use by the Winter Park Library staff during the day. That was no problem in the normal 'float' of 436 spaces in a parking garage but may be more problematic in the surface lot of 129 spaces.

Five Star Luxury Quality Hotel:

One of the provisions of the original Development Agreement approved in August 2001 and carried through the various amendments was that the proposed hotel would be an "ultra-luxury hotel" (sometimes commonly referred to as "five-star" hotels) and would be "operated in a manner consistent with industry recognized standards for an ultra-luxury hotel". The Development Agreements also specify that the Rosewood Hotel group, the Starwood Luxury collection, the Mandarin Hotel group and in the last 6th amendment, the J.W. Marriott hotel group all qualified as "luxury hotel" operators.

There are a host of factors that go into the rating systems for hotels, be it four stars, five stars, which include the hotel facilities, hotel services, hotel staffing, quality of the restaurant/bar, quality of the hotel experience, etc. Some are quantitative and some are qualitative. The City has always wanted to have a quality hotel on this site. The "five-star" ranking was something that was offered by the previous developers; not something that was requested or demanded by the City. One of the reasons the previous hotels were not able to be built was that: 1) the market studies did not demonstrate sufficient demand for 250 rooms of "five-star" luxury accommodations and 2) the cost of $80-$100 million to build such a "five star" hotel product was not financeable.

The applicant is requesting to amend that portion of the existing Development Agreement to affirm that the Alfond Inn at Rollins "will be a full-service, upscale hotel as defined by Smith Travel Research ("Upscale Hotel")". Upscale Hotels are those whose rates fall within the 71%-85% range of market daily rates across the southeastern tier states of nation. Luxury hotels fall in the 86% - 100% category.

Interface with the Residences:

As part of this process and in particular, as part of the "final" conditional use review the City needs to insure that the interface and interconnection between the Alfond Inn and The Residences functions properly. One issue to resolve is the grade transition between the two properties. One concern is a higher grade level than was anticipated in the original plans (by about 1'7") which could cause issues with the Residences building and the need to waterproof some similar amount of their exterior wall.

The other issue is to insure that the storm water drainage from both the Alfond Inn and the Residences are being coordinated, as was originally contemplated and to make sure that the storm water drainage system is not being altered in any way adverse to the Residences. In particular this relates to the overflow situation in heavy rain events. Again, this is the "preliminary" conditional use stage and that is one of the reasons why the code separates this process into "preliminary" and "final" reviews in order to provide time for this type of engineering detail to be accomplished.

Summary:

Staff concurs with the Planning and Zoning recommendation and recommends approval.

OCPA Web MAP

PRINT CONTACT

Parcel ID: 302205940060120 (Rng-Twn-Sec format)

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

0 100 ft

Created on 9/2/2011, Copyright 2007. Orange County Property Appraiser.

Alfond Inn at Rollins
Design Package

View from New England & Interlachen

August 1, 2011

100218.00

Baker Barrios Architects

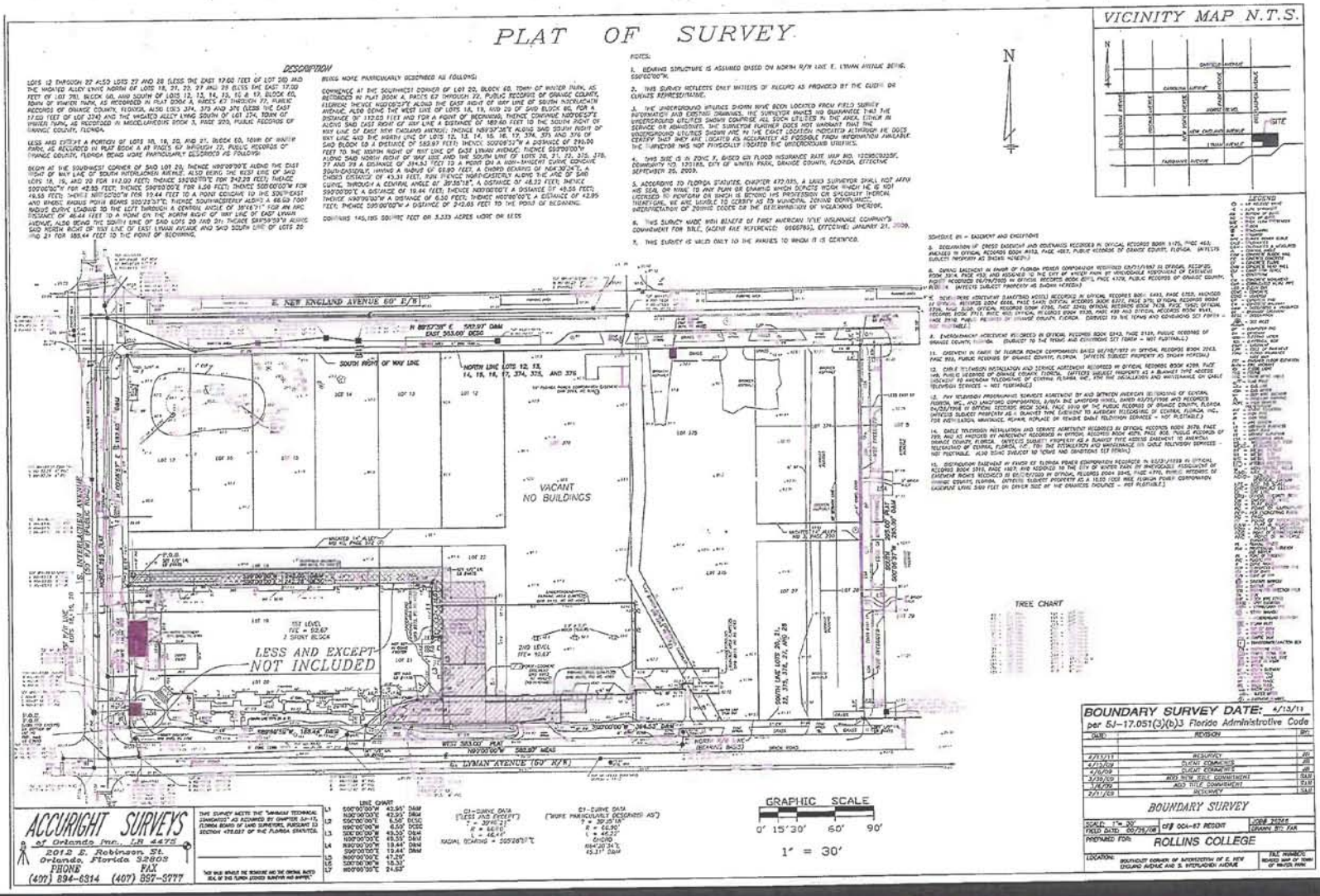
Alfond Inn at Rollins
Design Package

View of Courtyard from Interlachen

August 1, 2011

100218.00

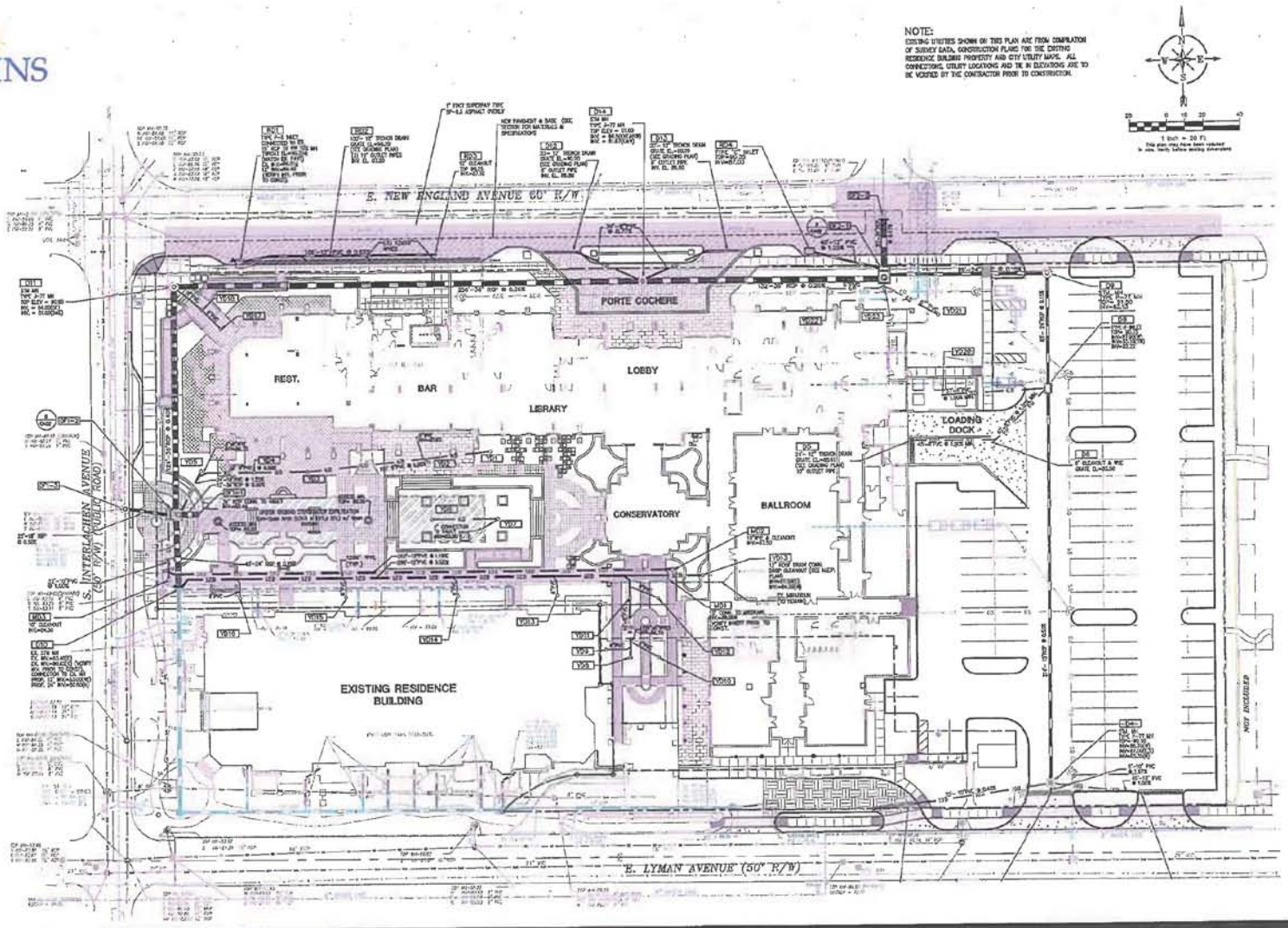
Baker Barrios Architects



Alfond Inn at Rollins
Design Package
Survey & Legal Description
August 1, 2011

100218.00
Baker Barrios Architect

ROLLINS

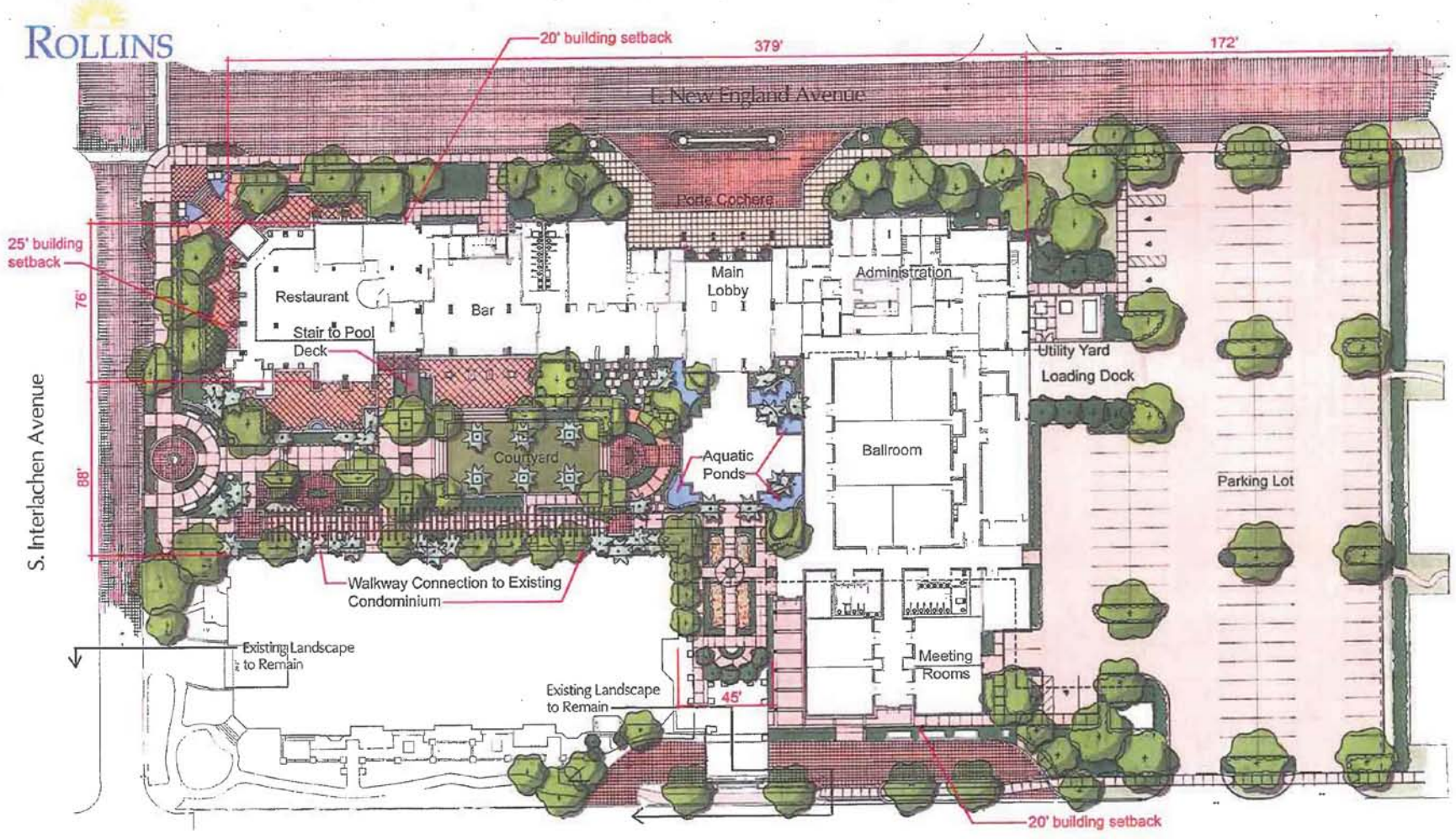


Alfond Inn at Rollins
Design Package Drainage Plan

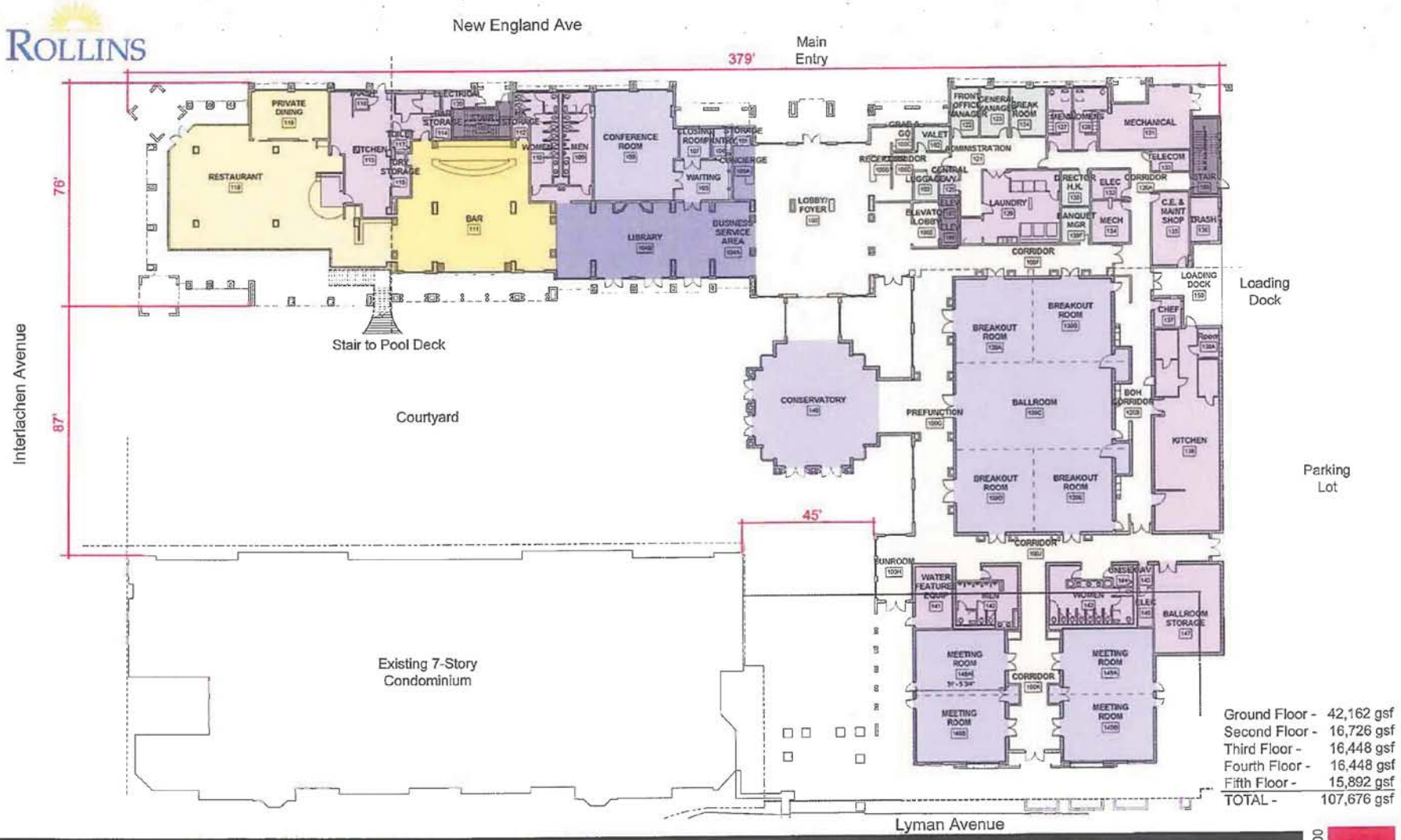
August 1, 2011

100218.00

Baker Barnes Architects



Alfond Inn at Rollins
Design Package
Site / Landscape Plan
August 1, 2011
100218.00
Baker Barrios Architects



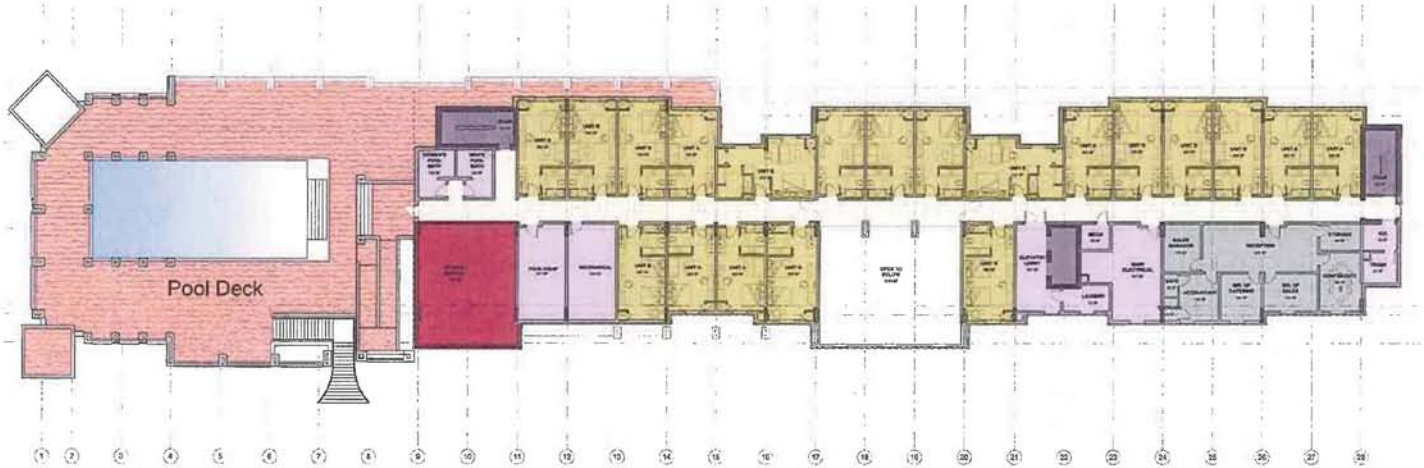
Alfond Inn at Rollins
Design Package Ground Floor Plan

August 1, 2011

100218.00

Baker Barrios Architects

ROLLINS



Ground Floor -	42,162 gs
Second Floor -	16,726 gs
Third Floor -	16,448 gs
Fourth Floor -	16,448 gs
Fifth Floor -	15,892 gs
TOTAL -	107,676 gs

Alfond Inn at Rollins
Design Package
Second Floor Plan

August 1, 2011

100218.00

Baker Barrios Architects

ROLLINS

Ground Floor -	42,162 gsf
Second Floor -	16,726 gsf
Third Floor -	16,448 gsf
Fourth Floor -	16,448 gsf
Fifth Floor -	15,892 gsf
TOTAL -	107,676 gsf

Alfond Inn at Rollins
Design Package

Typical Guestroom Floor Plan (3-5)

August 1, 2011

100218.00

Baker Barrios Architects

ROLLINS

Alfond Inn at Rollins
Design Package North Elevation

August 1, 2011

100218.00

Baker Barrios Architect

ROLLINS

Alfond Inn at Rollins
Design Package West Elevation

August 1, 2011

100218.00

Baker Barrios Architects

ROLLINS

Alfond Inn at Rollins
Design Package East Elevation

August 1, 2011

100218.00

Baker Barrios Architects

ROLLINS

Rollins College . President
George D. and Harriet W. Cornell Professor of Distinguished Presidential Leadership
1000 Holt Avenue - 2711 . Winter Park, FL 32789-4499
T. 407.646.2120 F. 407.646.1501 . rollins.edu

August 2, 2011

Ladies and Gentlemen:

It is with great pleasure that we submit the plans for the Alfond Inn at Rollins. The Alfond Inn will meet the needs of the College and the local community, creating history for tomorrow while honoring the past on a landmark site in Winter Park.

In late 2010, Rollins received the pledge of a $12.5-million grant from the Harold Alfond Foundation. This extraordinary gift will be used toward construction of the Alfond Inn at Rollins, which was identified as a strategic priority by the Rollins College Board of Trustees. The Inn will be constructed on property purchased by the College for $10 million in 2009. The unique structure of the Harold Alfond Foundation grant creates an endowed fund that will be used to establish the Alfond Scholars program—the College's premier scholarship fund, which will offer full scholarships and provide additional financial aid to deserving students for years to come. Net operating income from the Inn will be directed to the fund over the next 25 years or until the endowment principal reaches $50 million, whichever comes later.

Not only is the Alfond Inn at Rollins a win in many ways for the College, it is a victory for our community. With only one small hotel presently located near campus, alumni, current and prospective students and their families, and the many other visitors to Winter Park typically have to travel some distance for lodging. The Inn will also enable both the College and community to host social and professional events that currently cannot be accommodated on campus or in the community. The Alfond Inn at Rollins will provide millions of dollars in tax revenue to the City of Winter Park and significant new tourist-development tax dollars to Orange County.

Rollins College will own the Inn and co-develop the property in collaboration with The Olympia Companies. The Alfond Inn at Rollins is slated to break ground before January 2012, with a projected 2013 opening date. The roughly 100,000-square-foot facility will feature 112 guest rooms, 8,000 square feet of ballroom and meeting space, an iconic conservatory, restaurant, elevated pool deck, bar, fitness center, and a series of courtyards. We anticipate that the development of the Alfond Inn at Rollins will create an estimated 200 construction jobs and, once open, an estimated 100 permanent full-time and part-time jobs will be added to the local workforce.

For more than a century, the City of Winter Park and Rollins College have enjoyed a strong relationship. Our partnership has benefited both the City and the College in many ways, and we are excited about collaborating with the City and the Winter Park business community once again.

Sincerely,

Lewis M. Duncan

Lewis M. Duncan, Ph.D.
President

FEE PAID
ck # _____
amt. $_____
date _____

CITY OF CULTURE AND HERITAGE

APPLICATION FOR CONDITIONAL USE
CONDITIONAL USE # _____

General Instructions: To request approval of a Conditional Use, complete this application and submit it to the Planning Department along with a fee of $ 500 for applications with 500 ft notice requirement, $1,000 for applications with 1,500 ft notice requirement, and $ 6,000 for applications with city-wide notice requirement, and any additional information necessary to be presented for public hearing before the Planning and Zoning and City Commissions. If applicable, submit one full-size (24"x36") set and twelve (12) 11"x 17". **All required documents must be submitted with application (see checklist). Additional information for Conditional Use requirements can be found in Chapter 58-90 of the City's Land Development Code.**

I. APPLICANT

Name: Jeff Eisenbarth, VP
Address: 1000 Holt Avenue
Winter Park, FL 32789
Phone: 407-646-2117
Email Address: jeisenbarth@rollins.edu

OWNER

Rollins College
1000 Holt Avenue
Winter Park, FL 32789
407-646-2117
Email Address: jeisenbarth@rollins.edu

Is the property under contract for purchase or lease? ☐ Yes ☒ No

If the applicant is NOT the owner, attach a copy of the purchase or lease contract or option on the property, or a letter signed by the owner of record authorizing the applicant to act as agent for the owner. This information is requested to establish the legal status of the applicant and will be held in confidence, except as the information pertains to the zoning application.

Is the contract for purchase or lease contingent upon this approval? ☐ Yes ☒ No

II. PROPERTY

Street Address: 300 E. New England Avenue

Zoning Classification: R-4 Comprehensive Plan Future Land Use Designation: HDR

PARCEL # 05-22-30-9400-60-120 (same as tax ID number of Orange County property tax records)

Legal Description: Provide complete and accurate legal description below including Plat Book and Page Number OR attach a copy of the legal description to this application:
See attached

III. CONDITIONAL USE REQUESTED: The applicant requests Conditional Use Approval for:
Hotel

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

☒ the owner of the property described herein
☐ a party to an agreement for purchase or lease of this property
☐ an agent for the owner or purchaser/lessee of this property

If applicable, it is understood and agreed that approval of this application by the Planning and Zoning Commission is contingent upon the recording of restrictive covenants describing the terms and conditions of an approval. These restrictive covenants will be executed by the owner of the property and recorded by the City of Winter Park. Said owner will be responsible for all fees associated with the recording of this document.

SIGNATURE _____ DATE 8-3-11

THE ALFOND INN
PARKING MANAGEMENT PLAN

The following information is provided to demonstrate the availability of parking for The Alfond Inn in the SunTrust Garage in accordance with Section 58-87(c)(3)f.

1. SunTrust Garage
   Existing spaces 860
   Number assigned to SunTrust Plaza office/retail building per code 316
   Parking surplus existing 544

2. Usage of SunTrust Garage
   Rollins maintains records of actual usage of the garage. The data presented below represents average use for the previous two years. All data collected was collected during time periods that Rollins was in session.

   Available spaces 860
   Average usage during mid morning hours (9:30-11:30) 359
   Spaces available for use by The Alfond Inn 501

   Available spaces 860
   Average use during mid afternoon hours (2:00-4:00) 290
   Spaces available for use by The Alfond Inn 570

   Available spaces 860
   Average usage during evening hours (after 9:30 PM) 180
   Spaces available for use by The Alfond Inn 680

   Rollins provides up to 10 spaces to the Winter Park Chamber of Commerce for use as employee parking. This allows the spaces located adjacent to the Chamber/Welcome Center to remain open for visitors.

3. The Alfond Inn
   The Alfond Inn operations Parking required per City code 235
   Spaces provided in the surface lot on site 115
   Parking deficit to be covered by SunTrust Garage 120
   Spaces provided to Library employees per Developer Agreement 20

4. The Alfond Inn will employ (directly or contract) staff to provide parking valet services to guests and visitors to The Alfond Inn. Standard industry practices will be employed to insure efficient and timely service to all visitors and guests. Length of visit to The Alfond Inn (checking in, having dinner, etc.) information will be utilized to efficiently distribute the parking demand between the 115 spaces in the adjacent surface lot and the 860 spaces in the SunTrust Garage.

   The Alfond Inn employees will park in the SunTrust Garage. Guests of The Alfond Inn desiring to self-park will be directed to the SunTrust Garage by the parking valet staff. Easily understood way finding and self parking signage will be installed at The Alfond Inn and SunTrust Garage.

100218 Alfond Inn / revised August 19, 2011

City of Winter Park Parking Requirement

Use	Area / Units	Parking Req.	Parking Provided	Code Reference
Hotel	112	1 space/Room = 112 spaces	129 spaces	Article III., Sec. 58-86, (b)(16)
Ballroom	4,859 SF	1 space/350 SF = 14 spaces		Article III., Sec. 58-86, (b)(19)
Meeting Rooms	2,892 SF	1 space/350 SF = 8 spaces		Article III., Sec. 58-86, (b)(19)
Ballroom Storage	668 SF	1 space/700 SF = 1 space		Article III., Sec. 58-86, (b)(19)
Restaurant	2,798 SF	1 space/50 SF = 56 spaces		Article III., Sec. 58-86, (b)(21)
Bar	2,209 SF	1 space/50 SF = 44 spaces		Article III., Sec. 58-86, (b)(21)
		235 spaces required	**129 spaces provided (variance for 106 spaces)**	

AMENDMENTS TO THE DEVELOPER'S AGREEMENT

Langford Hotel to The Alfond Inn at Rollins

Development Agreement	Currently Approved	First Hotel Phase*
Operation	"commonly referred to as five star"	"The Developer represents that the Hotel will be designed, built, operated and maintained in a manner and quality consistent with the properties and buildings currently owned by Rollins College on its main campus. The Hotel will be a full-service, upscale hotel as defined by Smith Travel Research ("Upscale Hotel"). It shall be operated in a manner generally consistent with other Upscale boutique hotels. Rollins College intention is to own the Hotel site in perpetuity and agrees that such Hotel will be operated for the benefit of Rollins College for a period of not less than twenty-five (25) years."
Hotel Use	Condominium Hotel	All references to condominium hotel removed
Amplified Music	Allowed, no limits	Limitation on Hours
Units	250	112
Restaurant/Bar	4,395 sf	3,201 sf restaurant indoor 1,700 sf restaurant outdoor 2,209 sf bar
Retail	323 sf	250
Ballroom/Boardroom/Meetings	14,570 sf	8,900 sf
Spa/Fitness	12,000 sf	837 sf
Parking	436 in 6 story garage	115 surface/140 spaces reserved in SunTrust Garage (Sec. 58-86)

*Any subsequent approvals for development must receive Conditional Use Approval and an Amendment to the Developer's Agreement prior to building permit.

Mr. & Mrs. Harry W. Collison, Jr.
106 S. Interlachen Avenue, Unit 119
Winter Park, FL 32789

August 15, 2011

RE: Alfond Inn at Rollins College
300 East New England Avenue

Dear Mr. Briggs,

We are in receipt of the Public Notice related to the request by Rollins College to revise the Conditional Use approval for new plans to construct the Alfond Inn at Rollins consisting of a five story, 112-room hotel with a restaurant/bar, meeting/ballroom space and on-site parking.

We reside at the Cloisters Condominium which is situated one block north of the proposed Alfond Inn.

In addition, our offices are located two blocks northwest of the proposed Alfond Inn at the Professional Center which is situated at the corner of Knowles and Welbourne Avenues.

Based upon both our personal and business needs, we are extremely pleased to see the proposed Alfond Inn moving towards construction. This will be a significant benefit to visiting business clientele of ours as well as visiting relatives. This is a tremendous addition to the residential and business community of Winter Park.

Please make both the Planning & Zoning Board and the City Commission aware of our support for this important project.

Sincerely,

Mary Collison

Mary & Harry Collison

RECEIVED
SEP - 1 2011
CITY OF WINTER PARK
PLANNING DEPARTMENT

City Commissioners
Planning and Zoning
401 Park Ave S
Winter Park, FL 32789

August 30, 2011

Dear sirs:

I will not be able to attend the public hearings on Sept 13 or Sept 26

I object to the proposed Alfond Inn at Rollins, 300E, New England Ave. There is insufficient on-site parking.

The Inn has 112 rooms with meeting/ballroom space.

The drawing shows 110 regular parking spots plus 4 handicap parking spots. If the hotel is full and there is a major meeting, where will the meeting attendees park?

I assume the hotel staff will need another 30 spots. Where will they park? Perhaps in front of your home!

Gerald Holst

Gerald Holst
2932 Cove Trail
Winter Park Fl 32789

Prepared by and return to:
Jeff Briggs, Director
Planning Dept.
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

New Proposed
Development Agreement
7th Amendment 9/2011

SEVENTH AMENDMENT TO DEVELOPER'S AGREEMENT RELATING TO HOTEL PROPERTY

THIS SEVENTH AMENDMENT TO DEVELOPER'S AGREEMENT is made and entered into this ____ day of _____, 2011, between the **CITY OF WINTER PARK, FLORIDA,** a Florida municipality ("City"), whose address is City Hall, Attention: Planning Department, 401 Park Avenue South, Winter Park, Florida, 32789 and **ROLLINS COLLEGE**, a Florida non-profit corporation ("Hotel Developer" or "Rollins College") whose address is 1000 Holt Avenue, Winter Park, Florida 32789.

WHEREAS, the City and Langford Development LLC entered into a Developer's Agreement dated September 24, 2001, and recorded in Official Records Book 6493, Page 6752, as amended by a First Amendment dated October 22, 2002, and recorded in Official Records Book 6796, Page 3238, as amended by a Second Amendment dated January 23, 2003 and recorded in Official Records Book 6796, Page 3245, as amended by a Third Amendment dated May 10, 2004 and recorded in Official Records Book 7479, Page 1692, as amended by a Fourth Amendment dated August 2004 and recorded in Official Records Book 7711, Page 403, as amended by a Fifth Amendment dated June 13, 2005 and recorded in Official Records Book 8038, Page 349, as amended by a Sixth Amendment dated December 10, 2007 and recorded in Official Records Book 9541, Page 2810, all in Public Records of Orange County, Florida (all seven documents are hereafter together referred to as the "Developer's Agreement") which affects the property set forth in **Exhibit "A"** and incorporated herein (the "Original Property");

WHEREAS, the City permitted the Original Property to be divided into three separate parcels in accordance with amended paragraph 7 of the Developer's Agreement;

WHEREAS, Rollins College is a successor in interest to Langford Development LLC and owns the one of the two parcels referenced in amended paragraph 7, which are set forth in **Exhibit "B"** ("Hotel Property");

WHEREAS, the remaining parcel ("Condominium Property") is developed as a 23 unit residential condominium and below ground parking structure located at 300 South Interlachen Avenue which received a Certificate of Occupancy in September 2006;

WHEREAS, pursuant to the Developer's Agreement, the issuance of the Certificate of Occupancy for the Condominium Property, the City Comprehensive Plan, and the City Code, the

Original Property is vested for residential condominiums, and approved for a hotel and ancillary uses as set forth in the Developer's Agreement;

WHEREAS, Hotel Developer and City desire to amend certain portions of the Developer's Agreement related to the development and operations of a hotel and ancillary uses on the Hotel Property;

WHEREAS, this Seventh Amendment has no effect on the Condominium Property, and Development Agreement as defined above regarding the Condominium Property shall remain in full force and effect in accordance with the terms thereof; and

WHEREAS, the parties desire to commemorate the City's approval and acceptance of the amended Master Plan as set forth herein.

NOW THEREFORE, in consideration of the premises thereof, the promises and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. Paragraph 3 shall be deleted in its entirety, and replaced with the following:

"3. Approved Property Use. The City hereby approves Hotel Developer's Conditional Use/Master Plan for 112 hotel rooms and suites; approximately 5,200 gross square feet for a restaurant bar; approximately 250 gross square feet of retail; approximately 8,900 gross square feet of ballroom/meeting space; approximately 1,500 gross square feet for a fitness facility; and a 129 space surface parking lot. This Master Plan is attached hereto as **Exhibit "C"**. In the future, the Hotel Developer may apply to further amend the Conditional Use/Master Plan up to the entitlements granted by the previous Development Agreement amendments, subject to compliance with the conditional use process set forth in the Code, and subject to compliance with all of the terms of this Development Agreement; and, specifically, the Sixth Amendment plans. A future request may include the following land use components, as set forth in subparagraph A:

A. Hotel, which includes:

(i) 250 hotel rooms and suites;

(ii) restaurant, lobby bar, and pool bar containing a maximum of 4,395 gross square feet.

(iii) approximately 323 gross square feet of retail space, which retail space shall be an accessory and incidental use to the main use of the Property as a hotel;

(iv) approximately 14,570 gross square feet of dedicated ballroom/banquet/meeting space; and

(v) a spa/health club containing approximately 12,000 gross square feet;

(vi) a garage containing approximately 436 parking spaces (20 of which are designated for use by the Winter Park Public Library).

B. 23 single-family residential condominium units (the "Condominium") to be developed in an out parcel pursuant to a lot split, in accordance with the terms of this Agreement. Included beneath the condominium structure and a portion of the hotel structure is a below-grade structure containing 50 parking spaces, of which 46 spaces are required for the condominium units.

C. Parking garage abutting the Winter Park Public Library property with gated point of ingress and egress on New England Avenue, said structure to contain not fewer than 436 parking spaces, subject to Paragraph 9.

D. The City agrees to the use of the Property for a hotel including the sale of alcohol in connection with the operation of a full service restaurant/bar. The City further agrees that live amplified entertainment shall also be permitted in the Hotel and on that portion of the Property associated with the Hotel. Such amplified music shall be prohibited between the hours of 11:00 p.m. and 8:00 a.m.

E. Phasing. The Hotel Property shall be developed in two phases: Phase I is approved by this Seventh Amendment, is shown in **Exhibit "C"** and includes: 112 hotel rooms and suites; approximately 5,200 gross square feet of restaurant/bar; approximately 250 gross square feet of retail; approximately 8,900 gross square feet of ballroom/meeting space; approximately 1,500 gross square feet of fitness and a surface parking lot containing 129 parking spaces. Phase II includes the remaining entitlements as set forth in paragraph 3A(i)-(vi), and as approved in the Sixth Amendment.

Paragraph 5, Luxury Hotel, is deleted in its entirety and replaced with the following:

"5. A. <u>Hotel Quality</u>. The Developer represents that the Hotel will be designed, built, operated and maintained in a manner and quality consistent with the properties and buildings currently owned by Rollins College on its main campus. The Hotel will be a full-service, upscale hotel as defined by Smith Travel Research ("Upscale Hotel"). It shall be operated in a manner generally consistent with other Upscale boutique independent hotels.

B. <u>Rollins College Ownership of Hotel</u>. Rollins College intends to own the Hotel Property in perpetuity and agrees that such Hotel will be operated by Rollins College, for the benefit of Rollins College, for a period of not less than twenty-five (25) years from the effective date of this Seventh Amendment. The

City has relied on this representation of Rollins College's long-term ownership in approving this amendment to the Development Agreement."

3. Paragraph 6, Building Setback Lines, is amended to read as follows:

"**6. Building Setback Lines.** The City acknowledges that the conditional use approval for the Project for a 25-foot front yard setback and 20 foot side yard setback and an 11 foot rear yard setback adjacent to the Winter Park Public Library. Within the 11 foot setback, the existing live oaks trees shall be maintained. In addition, the buffer area shall tall palm trees medium height ground cover, understory palms, large scale flowering trees and understory shrubs with automatic irrigation. Further, in the circumstance of a lot split for a condominium building as set forth in Paragraph 6, there shall be no setbacks required with respect to internal contiguous boundaries as shown on the Master Plan. City and Developer hereby acknowledge that Developer has obtained the review and approval of the east elevation of the parking garage structure and the landscape plan for the screening of the east side of the parking garage from the Winter Park Public Library, and the same are as incorporated into the Master Plan. Developer agrees that no further changes will be made to the east elevation of the parking garage structure nor the landscaping plan without prior notice to and receipt of input from the Winter Park Public Library, which input shall be provided within twenty (20) days of receipt of such notice, and review and approval by the City."

4. Paragraph 9 is deleted in its entirety and replaced with the following:

"9. Parking Facilities. The City and Rollins College acknowledge and agree that the Hotel and Accessories are approved for 436 automobiles parking spaces (not including the 46 Residential Condominium parking spaces), or Rollins College may reduce that number to the number of parking spaces as shall, at the time the various certificates of occupancy are issued for each phase, meet the City Code requirements. During Phase I, Rollins College is required to provide 115 surface parking spaces on-site. Twenty (20) of the 115 surface parking spaces shall be utilized for Winter Park Public Library staff parking during the Library operating hours. In addition, pursuant to City Code section 58-86, Rollins College may use its parking garage located at tax parcel ID: 07-22-30-0033-00-011 (commonly referred to as the "SunTrust Garage") to accommodate the off-street parking requirements. Rollins College further agrees that all garage entry gates (to be installed in Phase II) shall be of a quality and decorative design consistent with the overall design and high quality materials to be utilized throughout the Hotel.

A. Parking Management Plan. Prior to the Certificate of Occupancy being issued, City shall approve a Parking Management Plan detailing the method and operational characteristics of the management of parking as it is proposed to be split between on-site and off-site properties including the "SunTrust Garage". The Parking Management Plan shall be initially approved by the City Commission and subsequent amendments

may be approved by the City Manager, at his discretion. The Hotel or City may request amendments to the Parking Management Plan and to the operational standards. The Parking Management Plan shall expressly include the following:

(i) City approval of any fees charged for valet parking services (excluding voluntary gratuities) and of any fees charged by hotel guests, visitors or employees to park on-site on hotel property or off-site in the SunTrust Garage or other off-site property;

(ii) Methods of enforcement to assure compliance with the commitment that the hotel employees will park off-site at the SunTrust Garage or other off-site property;

(iii) Methods to provide the 20 parking spaces on-site to staff at the Winter Park Public Library during library operating hours;

(iv) Operational standards (staffing and hours) of the valet parking service;

(v) Methods to inform hotel guests and visitors of the off-site parking options; and

(vi) Methods to discourage hotel guests and visitors from parking in the adjacent parking lots of the Winter Park Public Library, All Saints Episcopal Church and Winter Park Women's Club including methods to respond to complaints by those groups regarding violators.

5. Binding Effect; Assignment. This Development Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall run with the title to the Property.

6. Other than the modifications contained herein, the Developer's Agreement shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have each caused these presents to be executed by its undersigned officers thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness

_____
Print/Type Name of Witness

_____
Signature of Witness

_____
Print/Type Name of Witness

CITY OF WINTER PARK, FLORIDA,
a Florida municipality

By: _____
Name: _____
Its: _____
Date: _____

Attest:

_____
Cynthia S. Bonham, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Kenneth W. Bradley, Mayor of the City of Winter Park, who is personally known to me.

_____
Notary Public, State of Florida

_____
My commission expires: _____

ROLLINS COLLEGE, a Florida non profit corporation

By: _____
Name: _____
Its: _____
Date: _____

_____
Signature of Witness

_____
Print/Type Name of Witness

"HOTEL"

_____
Signature of Witness

_____
Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ as _____ of ROLLINS COLLEGE, a Florida non-profit corporation, (check one) ☐ who is personally known to me ☐ or produced _____ as identification.

_____
Notary Public, State of Florida

_____
My commission expires: _____

G:\Docs\City of Winter Park\Planning & Zoning\Rollins Alford Inn\Seventh Amendment 8-30-11.doc

EXHIBIT A
Legal Description of Original Property

Lots 12 through 22 also Lots 27 and 28 (less the East 17.00 feet of Lot 28) and the vacated alley lying North of Lots 18,21,22,27 and 28 (less the East 17.00 feet of Lot 28), Block 60, and South of Lots 12,13,14,15,16 & 17, Block 60, TOWN OF WINTER PARK, as recorded in Plat Book A, Pages 67 through 72, Public Records of Orange County, Florida, also Lots 374, 375 and 376 (less the East 17.00 feet of Lot 374) and the vacated alley lying South of Lot 374, TOWN OF WINTER PARK, as recorded in Miscellaneous Book 3, Page 270, Public Records of Orange County, Florida.

EXHIBIT B
Legal Description of Hotel Property

Lots 12 through 22 also Lots 27 and 28 (less the East 17.00 feet of Lot 28) and the vacated alley lying north of Lots 18, 21, 22, 27 and 28 (less the East 17.00 feet of Lot 28), Block 60, and South of Lots 12, 13, 14, 15, 16 & 17, Block 60, TOWN OF WINTER PARK, as recorded in Plat Book A, pages 67 through 72, Public Records of Orange County, Florida, also Lots 374, 375 and 376 (less the East 17.00 feet of Lot 374) and the vacated alley lying South of Lot 374, TOWN OF WINTER PARK, as recorded in Miscellaneous Book 3, page 220, Public Records of Orange County, Florida.

Less and except a portion of Lots 18, 19, 20, and 21, Block 60, TOWN OF WINTER PARK, as recorded in Plat Book A at pages 67 through 72, Public Records of Orange County, Florida being more particularly described as follows:

Begin at the Southwest corner of said Lot 20; thence N 00°00'00"E along the East right of way line of South Interlachen Avenue, also being the West line of said Lots 18, 19, and 20 for 112.00 feet; thence S 90°00'00" E for 242.28 feet; thence S 00°00'00" W for 42.95 feet; thence S 90°00'00" E for 6.50 feet; thence S 00°00'00" W for 49.55 feet; thence N 90°00'00" W for 19.44 feet to a point concave to the Southeast and whose radius point bears S 05°28'57" E; thence Southwesterly along a 66.90 foot radius curve leading to the left through a central angle of 39°46'21" for an arc distance of 46.44 feet to a point on the North right of way line of East Lyman Avenue, also being the South line of said Lots 20 and 21; thence S 89°59'59"W along said North right of way line of East Lyman Avenue and said South line of Lots 20 and 21 for 188.44 feet to the point of beginning.

Being more particularly described as follows:

Commence at the Southwest corner of Lot 20, Block 60, TOWN OF WINTER PARK, as recorded in Plat Book A, pages 67 through 72, Public Records of Orange County, Florida; thence N 00°06'57" E along the East right of way line of South Interlachen Avenue, also being the West line of Lots 18, 19, and 20 of said Block 60, for a distance of 112.00 feet and for a point of beginning; thence continue N 00°06'57" E along said East right of way line a distance of 182.60 feet to the South right of way line of East New England Avenue; thence N 89°57'38" E along said South right of way line and the North line of Lots 12, 13, 14, 15, 16, 17, 374, 375 and 376 of said Block 60 a distance of 582.97 feet; thence S 00°06'57" W a distance of 295.00 feet to the North right of way line of East Lyman Avenue; thence S 90°00'00" W along said North right of way line and the South line of Lots 20, 21, 22, 375, 376, 27 and 28 a distance of 394.53 feet to a point on a non-tangent curve concave southeasterly, having a radius of 66.90 feet, a chord bearing of N 64°30'34" E, a chord distance of 45.31 feet, run thence, Northeasterly along the arc of said curve, through a central angle of 39°35'18", a distance of 46.22 feet; thence S 90°00'00" E a distance of 19.44 feet; thence N 00°00'00" E a distance of 49.55 feet; thence N 90°00'00" W a distance of 6.50 feet; thence N 00°00'00 E a distance of 42.95 feet; thence S 90°00'00" W a distance of 242.05 feet to the point of beginning.

Contains 145,185 square feet or 3.333 acres more or less.

Applicant Power Pt. 9/13

Alfond Inn at Rollins

P&Z
September 13, 2011

President Lewis M. Duncan

Team

- Project Managers
  - Frank Herring
  - Eddie Hendriksen
- Architects: Baker Barrios Architects, Inc.
- Operator: The Olympia Companies
- Engineer: Harris Civil Engineers, LLC
- Construction: Hardin Construction Company
- Parking Consultant: Consulpark, Inc.

Alfond Inn at Rollins

Design Package

View from New England & Interlachen

September 06, 2011

100218.00

Baker Barrios Architects

Alfond Inn at Rollins
Design Package

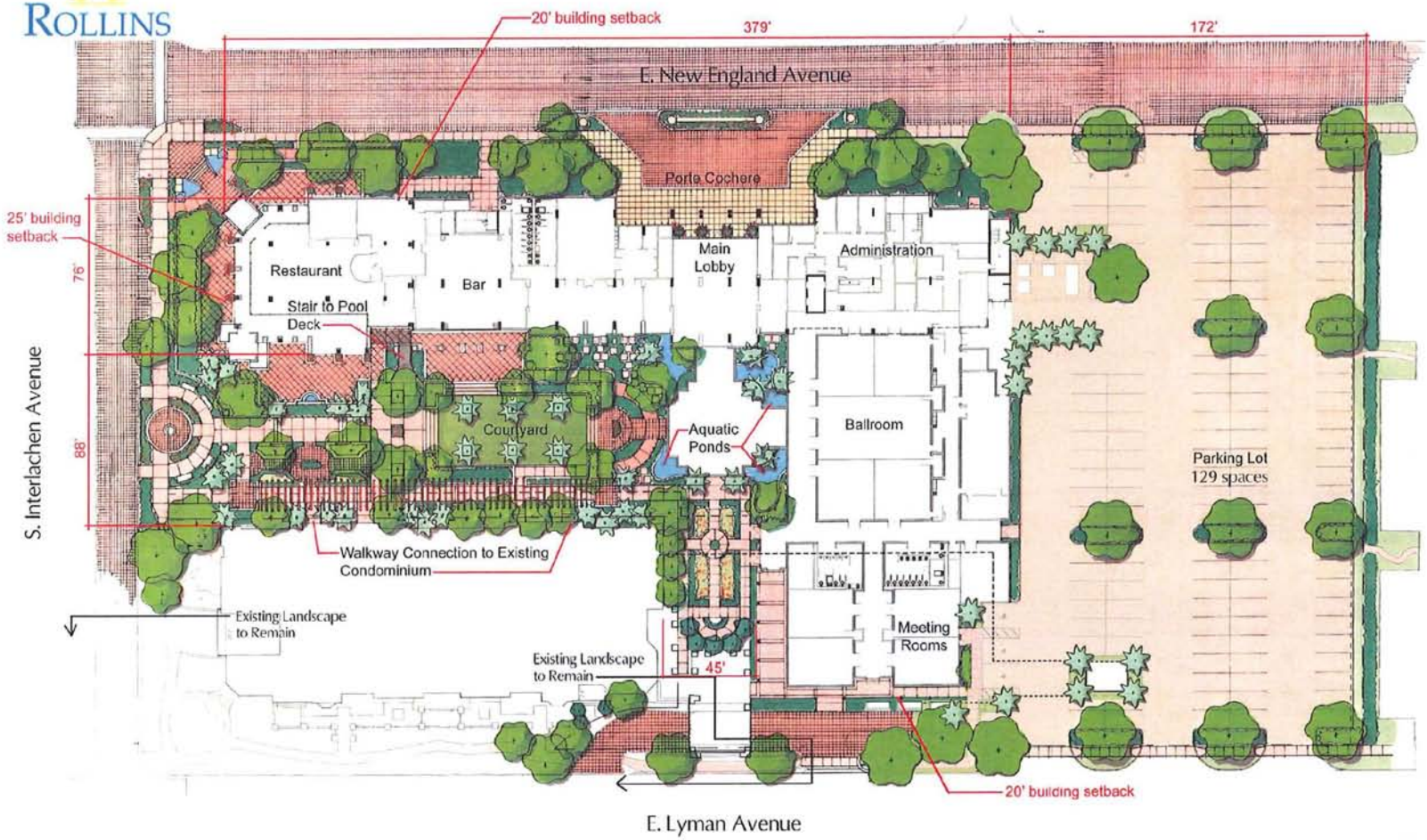
View of Courtyard from Interlachen

September 06, 2011

1002.18.00

Baker Barrios Architects

ROLLINS



Alfond Inn at Rollins
Design Package

Site / Landscape Plan

September 06, 2011

100218.00

Baker Barrios Architects

ROLLINS

Ground Floor -	42,162 gsf
Second Floor -	16,726 gsf
Third Floor -	16,448 gsf
Fourth Floor -	16,448 gsf
Fifth Floor -	15,892 gsf
TOTAL -	107,676 gsf

Alfond Inn at Rollins
Design Package
Ground Floor Plan

0

September 06, 2011

1C0218.00

Baker Barrios Architects

ROLLINS

Ground Floor -	42,162 gsf
Second Floor -	16,726 gsf
Third Floor -	16,448 gsf
Fourth Floor -	16,448 gsf
Fifth Floor -	15,892 gsf
TOTAL -	107,676 gsf

Alfond Inn at Rollins
Design Package
Second Floor Plan

0'

September 06, 2011

100218.00

Baker Barrios Architects

ROLLINS

Ground Floor -	42,162 gsf
Second Floor -	16,726 gsf
Third Floor -	16,448 gsf
Fourth Floor -	16,448 gsf
Fifth Floor -	15,892 gsf
TOTAL -	107,676 gsf

Alfond Inn at Rollins
Design Package
Typical Guestroom Floor Plan (3-5)

September 06, 2011

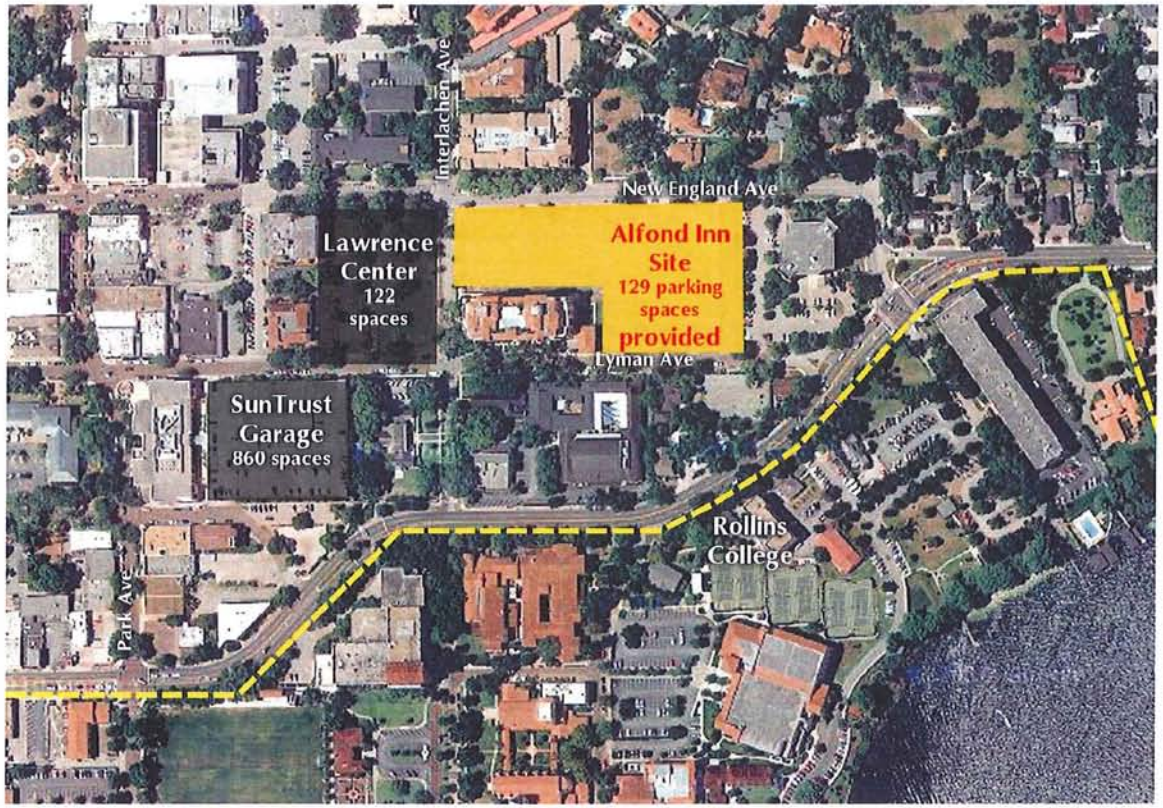
100218.00

Baker Barrios Architects

Parking-Capacity

- Meets City Code
- Requires 242 parking spaces
- Onsite 129 (40% more as valet lot)
- SunTrust Parking Garage
  - 860 spaces
  - 316 code for SunTrust Plaza
  - 544 parking surplus
  - Parking Study: Over 500 spaces empty throughout day
- Identified as Parking Surplus Area by City
- Rollins owns 1,111 parking spaces within 300 ft

ROLLINS



Alfond Inn at Rollins
Design Package

Site Aerial

September 06, 2011

100218.00

Baker Barrios Architects

Parking Operations

- Prior to CO approval of Parking Management Plan required
- Employees to park in SunTrust
- Valet on New England Avenue for Check-in, Restaurant and Bar
- Valet on Lyman Avenue for Special Events

Parking- Education/Enforcement

- Appropriate "No Hotel Parking" Signage
- Interactive website for guests
- Guests given directions for self-parking
- Validation Stickers for Patrons Using Valet
- Way Finding Signage coordinated with City
- Work with City on Ticketing
- Work with Neighbors and Towing
- Rollins Security Available
- Valet Training and Background Checks

Benefits to City

- $25M Investment
- Benefit to Park Avenue Merchants
- Over 25,000 room nights
- Ad valorum Tax Revenue
- Increased Sales Tax
- 100 Full Time Employees
- High Priority of City for CBD
- Long Term Rollins Ownership
- Impact of “Alfond Scholars”

Request

- P&Z recommend revision to conditional use permit for proposed hotel

Submitted by Micky Grindstaff: CONDITIONS OF APPROVAL / STANDARDS FOR CONSIDERATION

director shall determine the applicable submittal requirements from the list provided in the previous subsection.

(j) *Standards for consideration of conditional use requests.* The decision of the planning and zoning commission shall consider the following applicable standards as a basis for its recommendations to the city commission. Before any proposed conditional use may be approved or approved with conditions by the city commission, they shall conclude that the following applicable standards are satisfied. All actions to approve conditional uses by the planning and zoning commission and the city commission shall presume as a matter of fact that the following applicable standards have been met by the applicant regardless of whether they are specifically enumerated in writing or in discussion as part of the motion for approval.

(1) That the proposed plan is consistent with all applicable goals, objectives, policies and standards in the city comprehensive plan;

(2) That the proposed plan meets or exceeds all other applicable minimum standards and requirements as set forth in this section and this article;

(3) That the proposed site plan and proposed use, business type, operating hours, noise, parking and traffic impact will be compatible with existing and anticipated land use activities in the immediate neighborhood and that such application will be compatible with the character of the surrounding area;

(4) That adequate facilities and services necessary to service the development associated with the proposed site plan will be available and in place at the time of impact of the development or phase thereof;

(5) That the building size, floor area ratio, height and mass are compatible with the zoning code requirements and consistent with the scale and character of the immediate neighborhood.

(6) That the proposed site is properly landscaped and irrigated in and around buildings, along sidewalks, and buffering neighboring land. The topographical and natural features of the site shall be given priority consideration, thus assuring the retention of the trees. The developer, furthermore, shall make provisions for the continued maintenance of landscaped areas, open spaces, and recreational areas. Other screening and buffering may also be required when necessary to protect the integrity of the surrounding area;

(7) That traffic generated from the proposed uses shall not, on a daily or peak-hour basis, degrade the level of service on adjacent roads or intersections or raise any traffic safety hazards; that driveway and curb cut access directs traffic onto more heavily traveled roadways and away from residential neighborhoods;

(8) That the site plan provides onsite parking to meet the Code required and expected demands of the proposed use;

(9) That adequate provisions have been made for light, air, access, and privacy in the arrangement of buildings, one to another and to neighbors;

(10) That the architectural design and aesthetic features of the building plans are compatible with the surrounding area;

(11) That adequate light shall be provided in all parking areas and interior streets. This shall include the replacement of light poles with appropriate illumination appropriately spaced;

(12) That the proposed use does not create through noise, intensity of activity, traffic, overflow, parking, stormwater runoff, etc., any conditions that degrade the value of adjacent properties, the peaceful use of adjacent properties, degrade the economy of adjacent businesses or negatively impacts the existing character or future use of the surrounding neighborhood or adjacent properties.

(k) *Additional standards and submittal requirements for conditional use requests.* In addition to the general standards for conditional uses, cer-

Walking DISTANCE

or other solid waste container unless said requirement is waived by the city.

f. *Location of parking lots.* Parking spaces provided pursuant to this section for any new building or building additions or increase in intensity of use, located in the area bounded by Swoope, New York, Fairbanks and Interlachen Avenues shall be on the same property as the principal building or on a remote, properly zoned lot within 300 feet that is in the same ownership as the principal building/property and permanently dedicated and recorded as committed to parking uses. For other properties located outside of this area, parking provided pursuant to this section may be located on a remote, properly zoned lot within 300 feet of the building, where such parking to be leased is in excess of the parking requirements for that building. Such distance shall be the walking distance measured from the nearest point of the parking lot to the nearest boundary of the lot on which the building is located that such parking lot is required to serve. In the event of new construction, addition, or change in intensity of use of the principal building or property being serviced by the remote parking lot, all existing parking spaces located on such remote lot shall be allocated to the existing building or principal use to meet the minimum requirements of this article, and any additional spaces may then be allocated to that portion of the building or property which is the subject of the new construction, addition, or change in intensity of use.

g. *Collective action relative to off-street parking and loading.* Nothing in this article shall be construed to prevent the joint use of off-street parking or off-street loading space for two or more buildings or uses in the total of such spaces, when used together, shall not be less than the sum of the requirements for the various individual uses computed separately in accordance with the off-street parking regulations and off-street loading and unloading regulations of this article.

h. *Mixed uses.* In the case of mixed uses, the total requirements for off-street parking and loading spaces shall be the sum of the requirements of the various uses computed separately as specified in the off-street parking regulations and off-street loading and unloading regulations of this article. The off-street parking and off-street loading space for one use shall not be considered as providing the required off-street parking and/or off-street loading space for any other use unless specifically approved by the city commission. In any mixed use building or project constructed after February 22, 2010, that includes residential units, at least one of the required parking spaces provided for each residential unit shall be dedicated and reserved for each particular residential unit.

i. *Use of required off-street parking by another building.* No part of an off-street parking lot required for any building or use for the purpose of complying with the provisions of this article shall be included as a part of an off-street parking area similarly required for another building or use unless the type of structure indicates that the periods of usage of such structures will not be simultaneous or unless the size of said off-street parking lot is sufficient to comply with the provisions of this article.

j. *Remote parking lots encumbered.* Where the provisions of off-street parking for a building or other use established subsequent to the adop-

SPECIFIC PURPOSE SURVEY

Surveyors Notes:

1. *Survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.*

2. *Lands shown hereon were not abstracted for rights of way, easements, ownership, or other instruments of record, by this firm.*

3. *Bearings shown hereon are based on the East line of Interlachen Ave as being N 00°06'57"E per The Residences A Condominium (OR 8175/478).*

4. *This is not a boundary survey. The specific purpose of this survey is to determine the walking distance from the SW corner of the Rollins Property recorded in OR 9860, Pg 3169 to the NE corner of the Rollins College Parking Garage at SunTrust along the City sidewalks. The total walking distance is 354.71'.*

N
W E
S
0 20' 40'
GRAPHIC SCALE
1"=40'

CERTIFIED TO:

Shutts & Bowen, LLP; The City of Winter Park; and The Residences of Winter Park Condominium Association, Inc.

I CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO FLORIDA STATUTE 472.027

BY: _____
ROBERT D.M. SEARS P.S.M. FLORIDA REGISTRATION No. 4263

Specific Purpose Survey
JOB No. 11026.000
DRAWN BY: R. Sears
FILE NAME: P: 11026.dwg
FIELD BY: R. Sears
FIELD BOOK: 396
PAGE: 79
FIELD DATE: 9/11/11
DRAWING DATE: 9/12/11

SEARS SURVEYING COMPANY
1160 Solana Avenue
Winter Park, Florida 32789 (407) 645-1332
Florida Licensed Business No. 5736

CITY OF WINTER PARK
Planning & Zoning Board

Regular Meeting **September 13, 2011**
Commission Chambers **7:00 p.m.**

MINUTES

Mr. Krecicki called the meeting to order at 7:00 p.m. in the Commission Chambers of City Hall.

Present: Chairman Drew Krecicki, Sarah Whiting, Randall Slocum, Peter Gottfried, Tom Sacha and Robert Hahn. Absent: George Livingston and James Johnston. Staff: Planning Director Jeffrey Briggs, Planning Technician Caleena Shirley and Recording Secretary Lisa Smith.

Approval of minutes – August 2, 2011

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the August 2nd meeting minutes. Motion carried unanimously with a 6-0 vote.

PUBLIC HEARINGS:

REQUEST OF ROLLINS COLLEGE TO: AMEND OR REVISE A CONDITIONAL USE APPROVAL TO CONSTRUCT THE ALFOND INN AT ROLLINS COLLEGE, CONSISTING OF A FIVE-STORY, 112 ROOM HOTEL WITH A RESTAURANT/BAR, MEETING/BALLROOM SPACE AND ON-SITE PARKING AT 300 EAST NEW ENGLAND AVENUE, ZONED R-4.

Mr. Briggs presented the staff report explaining that Rollins College is requesting approval to amend the Conditional Use previously granted for a hotel project at 300 E. New England Avenue, in order to build the Alfond Inn at Rollins consisting of a five story, 112 room hotel with restaurant/bar, meeting/ballroom space and on-site parking, on the vacant 3.33 acre property zoned R-4. He discussed the prior history of the project and the current project, the approval process (preliminary CU approval now and final CU approval at a later time, the need for a parking management plan and the provision of an "upscale hotel: as opposed to the previous 5-star luxury hotel and the issues of the interface with the Residences condominium.

In summary staff explained that the City is truly fortunate to have Rollins College as the "developer" for this project. The quality of the product and of the operations that Rollins will insist upon will be both a great reflection on the College and the City. There will be no bigger boost to the economy of the City and of the Central Business District/Park Avenue than what will result from this quality hotel bringing a steady stream of guests/visitors with disposable income to spend during their stay in the City.

The staff recommendation was for approval with the following conditions:

1. That consistent with code, the "final" conditional use review shall include the final landscape plan, final storm water design and the final (exterior) architectural elevations with exterior materials noted.
2. That the applicant should submit the first draft of the "parking management plan" at the time of the "final" conditional use review.
3. That the City and Rollins enter into the 7th Amendment to the Development Agreement at this time.

The Planning Board members asked questions of staff and offered some preliminary observations. Mr. Sacha commented on his experience with the Sun trust garage and the need to have a method to require students to park on the upper floors so that the hotel users would have convenient access to parking. Mrs. Whiting commented that the parking plan needs to look at the when the special events, conferences, etc at the hotel coincides with events on campus to avoid problems. Mr. Hahn commented that the parking issue needs to be a broader scope than just an operations plan.

The following people representing the applicant spoke: Louis Duncan, President of Rollins College who provided the Board with an overview of the project. He discussed affordability, job generation and generating tax revenue for the City.

Tim Baker, of Baker Barrios Architects, Inc., gave detailed insight into the architecture of the project.

Rebecca Wilson, of Lowndes, Drosdick, Kantor and Reed, introduced the members of the development team that were present. Mrs. Wilson discussed parking capacity, operations, education/enforcement for the proposed project. She also discussed the benefits to the City of the project. She requested that the Planning & Zoning Board recommend revision to the conditional use permit for the proposed hotel. Mrs. Wilson responded to Board member questions and concerns.

Chairman Krecicki opened the public hearing.

The following persons spoke regarding the Alfond Inn project:

Joe Terranova, 700 Melrose Avenue, spoke favorably of the request. He said that he feels that the proposed project will be beneficial to Rollins, the City, merchants of Park Avenue, as well as the people that live and work in the City. He said that he feels that it will be a project that everyone will be proud of.

Candace Chemtob, 141 Alexander Place, explained that she lives across from the proposed project. She said that she feels that Rollins will do a wonderful job on the hotel. She expressed major concern for having the main entrance for the hotel and bar on New England. She said that she does not feel that will be able to accommodate all of traffic. She requested that the applicant look at establishing another entrance on either Lyman or Interlachen avenues. She described previous traffic issues that occurred on that end of New England Avenue with previous construction projects for Alexander Place residents.

Paul Bryan, 544 North Knowles Avenue, addressed the Board in support of the request.

Patrick Chapin, represented the Winter Park Chamber, he urged the Board to review past parking studies that have been done by the City. He said that he supports the economics of the project and the benefits that it will be to the City.

Nancy Schwab, Schwab Public Relations, spoke in support of the project.

Tom Yokim, 1131 Via Lugano, expressed support of the project. He encouraged the City to work with the applicant concerning parking management because of the long-term benefits of a hotel being in this location.

Phil Kean, 229 Alexander Place, spoke in support of the Board. He stated that he as a citizen appreciates the scale, and thoughtfulness the applicant has shown in designing this project. He said that he feels the project is needed in the City.

Brad Grosbert, 229 Alexander Place, provided favorable comments to the Board concerning the request. He said that he feels that this is something that has been sorely missing. He agreed with the comments made by Mrs. Chemtob with regard to sensitivity to Alexander Place.

DRAFT

Doug Metcalf, provided the Board members with historical insight of this project from a former City Commissioner prospective. He detailed past Commission discussions and actions in this regard. He said that he feels that the applicant has done 96% of what the Commission has required of them. He encouraged discussions to continue with regard to working out a parking management plan.

Bryan Fulwider, Pastor of the First United Methodist Church, provided insight from the Church's prospective of the parking. He said that he has a great deal of trust in the Board, the City Commission and Rollins College that any issues will be resolved to the benefit of the community.

Mickey Grindstaff, Shutts & Bowen, 300 South Orange Avenue, Ste. 1000, Orlando, representing the owners of the 23 units in the Residences of Winter Park Condominium Association addressed the Board after asking for a show of hands (6-7) of owners present. He said that the condominiums support a high quality hotel that has adequate on-site parking and an adequate rock solid parking and valet plan in place prior to the issuance of any building permits but we are not at that point now. Mr. Grindstaff then mentioned other concerns of the owners of the Residences including the traffic on Lyman with the valet service proposed on that street, criticism of the lack of detail provided as to the adequacy of parking at the Sun Trust garage, the inaccurate separation distance that has been presented between the hotel and the parking garage, that there be no student housing or use of the hotel as classroom space, concerns about the screening and sound proofing of the rooftop HVAC equipment, bus parking along Lyman Avenue, and outside live music after 10:00 pm. Mr. Grindstaff asked the Board for a continuance until these issues could be addressed.

Mr. Frank Rodriguez, owner and HOA president of the Residences spoke outlining their concerns about the adequacy of the parking and traffic and congestion that will occur on Lyman Avenue affecting their units.

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

Mr. Hahn stated that he feels that the applicant is proposing a terrific project, but feels the scope of the proposed parking management plan needs to be broadened to look at the interface with parking in the CBD. He said that he still feels that it is still missing some key items, such as pedestrian safety, the impact it will have on economic development, the number of trips and the quality of the traffic environment. He said that he would like it to engage the surrounding neighbors including All Saints church and the Library to see how the parking is being used.

Mr. Krecicki added that he would like for the applicant to demonstrate that there are actually the surplus of spaces in the garage available for hotel patrons, to quantify students usage of the garage and show how that fits into the equation; identify the valet parking areas and verification of the 4 p.m.-9 p.m. time frame that was missing from the original report. He added that he feels that a workshop with the Planning Board prior to the final conditional use public hearing would guide the applicant as to what components are needed in the parking management plan.

Mr. Gottfried stated that he is very comfortable with the plan, as proposed. He said that he feels that the project will bring much needed vibrancy to New England Avenue and the CBD and we are discussing the traffic and parking effects of a successful hotel. Rollins College is a great partner and this is a wonderful opportunity to improve the City.

After additional discussion by the Planning Board a motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the revised preliminary conditional use request with the staff conditions: (outlined below)

1. **That consistent with code, the "final" conditional use review shall include the final landscape plan, final storm water design and the final (exterior) architectural elevations with exterior materials noted.**
2. **That the applicant should submit the "parking management plan" at the time of the "final" conditional use review.**

3. That the City and Rollins may enter into the 7th Amendment to the Development Agreement at this time.

Discussion ensued with a motion made by Mrs. Whiting, suggesting additional conditions and a second motion by Mr. Krecicki with comments by Mr. Hahn suggesting other conditions. The City Attorney pointed out that neither motion to amend had been seconded so Mr. Krecicki was asked to combine the additional conditions into one motion to amend the original motion. Mr. Krecicki then made a motion seconded by Mr. Hahn to add the following conditions to be addressed at the final conditional use submittal or in the development agreement:

1. **That the East building facade (two story portion on the library facing side) be revised to provide some added architectural relief.**
2. **That visual buffering and sound attenuation be provided for the HVAC equipment on the rooftop of the two story building component.**
3. **That the grading and drainage interface between the hotel and condominium properties be addressed.**
4. **That the use of the hotel be restricted to prohibit student housing or use as classrooms.**
5. **That the issue of ventilation of bus exhaust on the Lyman Avenue side be addressed.**
6. **That there is a reconciliation of the issue of the travel distance between the hotel and the parking garage.**
7. **That a workshop is scheduled with the Planning and Zoning Board prior to the final conditional use approval concerning the scope and content of the parking management plan.**
8. **Clarification in the development agreement of 115 versus 129 spaces.**
9. **That all service and deliveries trucks are to be from the loading dock and not along New England Avenue.**
10. **That the City Commission reviews the parking management plan six months after certificate of occupancy issuance.**

The Motion on the amendments carried unanimously with a 6-0 vote. The main motion (incorporating the staff conditions and the conditions added by the previous amendment) then carried unanimously with a 6-0 vote.

NEW BUSINESS:

There was no further business. The meeting adjourned at 9:00 p.m.

Respectfully submitted,

Lisa Smith,
Recording Secretary

DRAFT

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Jeff Briggs Planning Department	approved by	☐ City Manager ☐ City Attorney ☐ N|A
board approval	Planning and Zoning Comm. ■	☐ yes ☐ no ☐ N|A	7-0 final vote

Subject: Ordinance amending the Comp. Plan for the new Five Year CIP

This is the second reading. The two minor changes noted at the first reading have been made. Staff report is repeated below from the first reading.

The recent HB 7207 which overhauled Chapter 163, Florida Statutes (Comp. Plan law) changed the Comprehensive Plan statutes regarding the Five Year Capital Improvements Plan (CIP). Prior to the change, the City had to annually adopt and update the Five Year Capital Improvement Plan within the Capital Improvements Element of the Comprehensive Plan. Now the law allows that annual update to be done by ordinance and not as a Comp. Plan amendment as part of the budget adoption ordinance. Thus the annual update is included within the Data, Inventory and Analysis (DIA) portion of the Comp. Plan, not as a formal amendment within the Goals, Objectives and Policies portion. This simplifies things considerably. However, the City has to formally amend the Comp. Plan this one last time to take out the outdated (last year's) CIP and to reference inclusion in the DIA.

The other major change is that previously the City had a Five Year CIP in the budget and then a modified Five Year CIP in the Comp. Plan that dealt only with concurrency and comp. plan related projects. Now, the City can have just one Five Year CIP and we can include in the Comp. Plan DIA, the exact same Five Year CIP that is adopted annually as part of the budget ordinance.

Recommendation

This amendment ordinance was recommended by the Planning Commission by a unanimous vote for approval for adoption on August 2, 2011.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN", CAPITAL IMPROVEMENT ELEMENT TO ADOPT THE REVISED FIVE YEAR CAPITAL IMPROVEMENT PLAN WITHIN THE DATA, INVENTORY AND ANALYSIS COMPONENT OF THE COMPREHENSIVE PLAN AND TO UPDATE AND TO REFLECT CUURENT PUBLIC SCHOOL FACILITY AND CAPACITY PLANS, PURSUANT TO THE REQUIREMENTS OF CHAPTER 163, FLORIDA STATUTES AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I "Comprehensive Plan" of the Code of Ordinances is hereby amended and modified by repealing and replacing within Section 58-1 "Comprehensive Plan adopted by reference"; the text and tables within the Capital Improvements Element including the "Winter Park Five Year Capital Improvement Plan" text and tables, currently included on Pages 7-9 to 7-22 to read as follows:

CHAPTER 7: CAPITAL IMPROVEMENT ELEMENT
§9J-5.016(3), FAC

WINTER PARK FIVE YEAR CAPITAL IMPROVEMENT PLAN

Introduction

The format of the Winter Park five year capital improvement plan in this Goals, Objectives and Policies document is to provide a narrative description of the status of each program to provide an understanding of the status of previous projects, the status of currently committed and programmed improvements and the direction for committed projects in the time horizon beyond the current five year program. Pursuant to Chapter 163, the city's five year capital improvement plan ~~This section~~ shall be updated annually by ordinance as part of the budget ordinance and will be included within the Data, Inventory and Analysis component of the Comprehensive Plan.

~~Since the initial adoption of this Comp. Plan CIP, the factors affecting concurrency have been de minimis. The City's population declined by 340 persons in the past year and the corresponding park land, potable water and sewer capacity needs are static. A de minimis report per transportation impact has been prepared as part of the DIA showing no degradation of any transportation level of service standard. Growth in the City during the past year consisted of four net new single family homes and six multi-family residential units. Due to the economy there were no commercial/office building projects that began construction. In addition, again due to the economy, there were no new multi-family or commercial/office projects approved for future construction. This is clearly a unique scenario, given the economy, where vacancy rates have diminished population and the overall construction activity has declined to di minimis levels.~~

Potable Water

The City of Winter Park owns and operates three potable water production plants that serve the nine square miles of the city and the overall twenty-two square miles of the city's utility service area. These three water treatment facilities are the Swoope Avenue Water Treatment Plant, the University Boulevard Water Treatment Plant and the Magnolia Avenue Water Treatment Plant. Beginning in 2001 and ending in 2008, all three of these water plant facilities were completely rebuilt, modernized and have increased water production capacity. This water plant improvement project was a $37 million dollar investment. As a result, the City's Capital Improvement Program does not include any major water plant improvement projects as that major effort has just been completed. Design capacity for these three interconnected water plants are 28.8 mgd. (Design capacity is based on maximum daily usage plus fire emergency) Available unused water production capacity in 2008 is 17.6 mgd. Available unused water production capacity in 2028 is projected at 16.6 mgd. This surplus capacity insures the availability of potable water for all growth/development throughout the entire utility service area plus emergency capacity for firefighting capabilities.

However, despite that available capacity, the volume of groundwater available to the City's water system is limited by the levels established in the consumptive use permit issued by the St. Johns River Water Management District (SJRWMD). Current groundwater allocation is limited to 12.7 mgd by the SJRWMD in 2025. The consumptive use permit does not cover the planning period from 2026 to 2028. The City will apply for a renewal of the consumptive use permit prior to that time. The table below lists available capacity in groundwater supplies based on groundwater allocations authorized by the SJRWMD by year 2008 thru 2025 demands.

Current Available Capacity from Groundwater Sources

Year	Permitted Groundwater Withdrawal[1]	Average Daily Demand	
		Average Daily Flow[2]	Available Capacity
	(mgd)	(mgd)	(mgd)
2008	11.9	11.2	0.7
2013	12.0	11.4	0.6
2018	12.2	11.4	0.8
2023	12.7	11.7	1.0
2025	12.7	11.9	0.8

Water Supply Plan

The St. Johns River Water Management District has determined that traditional water supply sources will not be sufficient to meet demands of the growing population and the needs of the east central Florida area. The Florida Legislature enacted bills in 2002, 2004 and 2005 to more effectively address the state's water supply situation by improving the coordination between local land use planning and water supply planning. In 2004, the Legislature amended Chapter 163, Florida Statutes, to give local governments until December 1, 2006, to prepare the 10-year water supply facilities work plans. The City's water supply plan is within the Public Facilities Element of this Comprehensive Plan.

The SJRWMD has identified alternative water supplies in the District Water Supply Plan 2005. For the City of Winter Park, when the Comprehensive Plan was adopted in February 2009, it appeared that the St. Johns River (near Yankee Lake) was identified as the best option for an alternative water supply. The City of Winter Park began working with the Seminole County and exploring the technical and institutional feasibility of developing the St. Johns River near Yankee Lake alternative. To that end, the previous year's CIP showed the City's share of funding for the planning and design for the Yankee Lake Regional Water Source project. ~~Funding was shown for FY 2009/FY2010/FY2011 combined at $1,682,182. It was expected that significant additional design expenditures would be required for FY2012/FY 2013. Construction costs were estimated at $44 million for the City's share to begin after fiscal year 2013. Total costs for this alternate water supply option were expected to top $50 million.~~

In light of the potential ~~$50 million~~ projected cost for an alternative water supply that may or may not be needed, together with the environmental, legal and political challenges looming for that option, the City of Winter Park has undertaken a new strategy to comply with the unfunded mandate imposed by the Florida Legislature. It is composed of three major initiatives as follows:

Comply with the consumptive use permit – The City is resolved to 'live within our means' and comply with the maximum groundwater withdrawal levels allowed under the current SJRWMD consumptive use permit. Winter Park and its water service area is substantially built-out and the demands for additional potable water use by new growth and development should be manageable within the current permitted levels of the consumptive use permit.

Expand the use of reclaimed water – The most effective way to reduce and conserve potable water usage is to reduce the amount of potable groundwater used for irrigation by increasing and substituting the use of reclaimed water for irrigation purposes. The City intends to work with the City of Orlando to utilize reclaimed water from the regional Iron Bridge treatment plant, now that it is available adjacent to us within Baldwin Park. The City also intends to increase the capacity of our own Winter Park Estates plant. Together, these two future projects could provide for significant reductions in potable groundwater use for irrigation thereby significantly increasing available capacity for new growth and development.

Enhanced conservation efforts - The City believes in the untapped potential of water conservation as a difference maker if taken seriously. The first step is the City's ongoing conversion to an automatic meter reading (AMR) system to track consumption. This is important to identify leaks to prevent water loss and to track water usage (especially irrigation) by times of day, days of the week, etc so that water conservation rules can be enforced. Other important conservation measures are currently identified in the Water Supply Plan will also provide effective means of water conservation.

The City has implemented ~~current CIP shows~~ the Automatic Meter Reading (AMR) project. ~~This is a $9 million dollar capital improvement project shown on the City's capital improvements plan as phased in over FY 2010/FY2011.~~ The AMR system provides budget efficiencies in eliminating the meter reading personnel but the other attractive feature is that the AMR system continually transmits data on water consumption which is important in identifying leaks that occur in the system. Significant amounts of potable water are lost annually to leaks that are undiscovered by the property owners until they receive a huge monthly utility bill in the mail. The AMR system provides the ability to identify water system leaks to then facilitate quick repair and will be an important water conservation tool in the future to conserve potable water usage.

Waste Water or Sanitary Sewer

With the exception of the Winter Park Estates waste water plant, all wastewater or sanitary sewer flows are collected and pumped for treatment at plants owned and operated by the City of Orlando and the City of Altamonte Springs. The City of Winter Park through previous contractual agreements has purchased ample sewer treatment capacity for all the projected growth and development anticipated within both the nine square miles of the city and the twenty-two square miles of the city's utility service area. The average annual flow for 2008 is 6.3 million gallons per day (mgd) and available sewer treatment capacity for city flows are 8.3 mgd. Projected sanitary sewer flows in 2028 are 7.0 million gpd again contrasted with treatment capacity purchased by the City totaling 8.3 mgd.

Upgrading/Rerating of the Iron Bridge Regional Treatment Plant

Due to the age of Orlando's Iron Bridge treatment plant, the City of Winter Park in partnership with Orlando and the other contributing jurisdictions need to make significant reinvestments in this treatment plant's infrastructure. These expenses are to maintain the existing capacity and not an increase in treatment capacity. ~~The City's capital improvement plan shows $2,873,272 in committed expenditures in FY 2010/FY 2011/FY 2012 for this project.~~

Additional Capacity from the City of Altamonte Springs

The City of Altamonte Springs has 5.483 mgd of excess sewer treatment capacity available for purchase. Only a small portion of the City's overall flow is sent to Altamonte Springs. The operational costs at Altamonte Springs are significantly less than at the City of Orlando plants. The City of Winter Park anticipates a capital improvement project to divert flow going to Orlando's Iiron Bridge treatment plant to Altamonte Springs. The savings in operational treatment costs may very well pay for this project over time plus in would open up more capacity long term for growth and development. ~~The City's capital improvement plan shows $1.5 million in FY 2013/FY 2014 which includes the construction costs and purchase expense for that project.~~

Expansion of the Winter Park Estates Plant

The Winter Park Estates Water Reclamation Facility, owned by the City, is a sewer treatment plant utilizing spray irrigation of the treated effluent as disposal method onto golf courses and parks. That facility is permitted at 0.75 mgd but limited to 0.615 mgd due to wet weather storage limitations. Spray irrigation has the benefits of aquifer recharge and water conservation. As such, it is an important component of the City's consumptive use permit from SJRWMD. The City's desire is to expand the Winter Park Estates plant to 1.0 million gpd via rerating of the plant, plant improvements and by expanding the irrigation system to include adjacent residential neighborhoods. . By reducing the need for the use of potable water for irrigation this project also is a potable water conservation and aquifer recharge capital improvement project.

~~Fairbanks Avenue Sewer Extension~~

~~In order to encourage the redevelopment of the Fairbanks Avenue commercial corridor from I-4 to US 17-92, the City has committed to a $2.8 million dollar sewer expansion project in FY 2010/FY 2011. This corridor, annexed by the City in 2003 is now entirely served by septic tanks. The availability of sanitary sewer, over time, will encourage redevelopment of this gateway corridor now composed of strip commercial, car lots and convenience stores into offices and restaurants that need sanitary sewer.~~

Recreation and Open Space

The City of Winter Park has adopted a level of service standard for park land of 10 acres per 1,000 residents. This is an ambitious standard, well above state and national standards, that reflects the importance of park and open spaces areas to the character and quality of the city. While state comprehensive plan regulations do not require the adoption of a park land level of service standard, the City of Winter Park has voluntarily chosen to adopt such a level of service standard so that the quantity of park land available to its residents is maintained along with the expected population growth.

The population increases that the City has experienced over the past 15 years have largely come from the annexation of existing neighborhoods adjacent to the city. The population projections for the city also are largely based upon the potential for annexations of some other adjacent residential neighborhoods in order to round off the city limits. There has been debate that these residents already use the city parks and thus there is not degradation of the level of service. However, the city remains committed to maintaining the 10 acres per 1,000 resident level of service standard.

~~Winter Park's population as of April 1, 2009 is 28,581 which requires 285.81 acres to meet the required level of service. The current inventory indicates 297.66 acres of park and recreation land. Given the current calculation, the inventory shows an excess of 11.85 acres over the required 285.81 , which translates to the capacity of an additional 1,185 residents in the City of Winter Park without compromising the necessary levels of service outlined in the Comprehensive Plan.~~

Future Park and Recreational Needs

The City's population is anticipated to increase by 5,919 residents between 2009 and 2028. As population increases, so too will the demand for parks and recreation facilities.

Winter Park Population Projections					
Year	2009	2013	2018	2023	2028
Total Permanent Population	28,581	30,000	31,500	33,000	34,500

Future Park Demands. The demand for future parkland is based upon two factors, the future population, and the LOS for parks. Winter Park's LOS for park land is 10 acres for each 1,000 residents. Based upon that LOS, the City has sufficient park land for a population of 29,645. ~~As a result, additional park land will need to be acquired to meet the adopted LOS in 2013.~~

Projected Park Acreage Demands & Needs Based on Population Projections for Park & Recreation Acreage					
Year	Population	Proposed LOS (acres per	Existing Acres	Acreage Needs	Projected LOS (acres per

		1,000 residents)		(+ Surplus/ – Need)	1,000 residents)
2009	28,581	10.0	297.66	+11.85	10.37
2013	30,000	10.0	297.66	-2.34	9.92
2018	31,500	10.0	297.66	-17.34	9.45
2023	33,000	10.0	297.66	-32.34	9.02
2028	34,500	10.0	297.66	-47.34	8.63

The City's Comprehensive Plan includes a policy commitment to convert the existing tree farm property into a park facility more readily usable by the public. This does not affect the level of service standard, as this property is already included in the city's inventory but the improvement of this property into a park (vs. tree farm) will greatly enhance the usability of that 17 acre parcel for the city's residents.

The city's capital improvement plan does include continued funding or the acquisition of additional park land in order to meet the expected needs of the anticipated population growth. Funding at that time and in the future years will be necessary to maintain the level of service standard if the expected annexations occur. Again the need for additional park land is largely dependent upon annexations increasing the city's population.

Drainage and Aquifer Recharge

The City of Winter Park has a storm water utility fee charged to all properties within the City. This fee funds ongoing drainage repairs and improvements, street sweeping for surface water quality (to reduce debris into the lakes) and our "Save our Lakes" program of capital water quality improvement projects. The storm water utility fee was established in 1990 and is an ongoing continual program of maintenance/repair and capital improvement (water quality and drainage) projects. ~~The City Commission has established a policy of directing 40% (approx. $822,000 annually) to capital improvement projects and the balance to ongoing operational expenses.~~

Storm Water Retrofits

Street debris (leaves/grass clippings, etc.) that are carried through the storm water drainage system during rain events are the major component that causes degradation to the surface water quality of the City's lakes. As a result, reducing the volume of that street debris from entering the lakes is the primary focus of the "Save our Lakes" program of water quality and drainage capital improvements. The City's capital improvements plan shows ongoing storm water retrofits during the five year timeframe to the storm water outfalls going into Lake Berry, Lake Sylvan, Lake Killarney, Lake Sue, Lake Osceola (at Alexander Place and Elizabeth Drive) and Lake Maitland (at Dixie Parkway).

Exfiltration within the Golf Course

The City just completed a major project on the third hole of City's municipal golf course by diverting the street drainage from the adjacent streets into a large exfiltation pipe system buried below that portion of the golf course. Diverting these storm water flows reduces the amount of street debris into Lake Maitland and significantly enhances aquifer recharge potential. ~~Additional funding is shown in FY 2013 for the start of another similar project within the golf course area.~~

Transportation-Traffic Circulation Capital Improvement Projects

Winter Park's five year Capital Improvement Plan (CIP) contains significant financial obligations and commitments for full range of multi-modal transportation improvement projects that address both local needs and which work to assist in the implementation of the region's transportation and mobility strategy. A brief summary of these projects from current year out to future funding is as follows:

State/Federal/Local Committed Transportation Projects

Central Florida Commuter Rail

The Florida Department of Transportation (FDOT) intends to purchase 61.5 miles of the existing CSX right-of-way and freight tracks to construct and operate a commuter rail system that would serve Volusia, Seminole, Orange, and Osceola Counties. The City of Winter Park had agreed to participate in the commuter rail project and entered into an inter-local agreement with Orange County in August 2007 to facilitate a "kiss and ride" stop in downtown Winter Park in conjunction with the existing Amtrak station. The overall Commuter Rail project will be constructed in two phases. Phase I is to be constructed along 31 miles of the tracks from Debary in Volusia County to Sand Lake Road in south Orange County. ~~This phase was to include 12 commuter rail stations, including the destination station at the existing Amtrak location in the City of Winter Park, and was expected to be in operation in late 2010.~~

~~The overall project cost for Phase I was projected at $357.2 million. Included in this overall project is07 dollar estimates was $3.75 million in federal funding earmarked for the City of Winter Park's commuter rail stop. This specific federal funding specified that no local match is required by the City although the City did spend $125,000 on a citizen involvement and preliminary design process. One important component of the Winter Park rail stop project will be improvements for drop-off/pick-up and transit/bus service which is lacking given the minimal needs experienced at this current Amtrak station. Projected initial ridership at the Winter Park stop is 549 boardings per day.~~

~~Operation and maintenance expenses for the first seven years of service are to be funded by Florida DOT. Following that time period, the participating local governments pick up the operational and maintenance expenses as outlined above. The inter-local agreements expect that a dedicated funding source for those expenses will be forthcoming. Winter Park's agreement contains an opt-out provision in case a dedicated funding source is not realized.~~

Amtrak Station Improvements

Winter Park has received a Federal earmark grant to improve and reconstruct the existing Amtrak station, located where the commuter rail stop had been proposed. ~~Federal funds available starting in FY 2010 are $950,000 and in addition the City must provide the 20% local match of $237,500.~~ The new constructed Amtrak Station, enhanced restrooms and companion transit accommodations will augment service for the future use of the rail system. The City is pursuing an agreement to implement the project. At this time the project parameters, design and cost have not been determined by the City Commission.

Federal/State Funded Committed Transportation Projects

Currently funded transportation improvement projects via Federal or State funding within the City of Winter Park include the following projects:

Fairbanks Avenue (SR 426) Pedestrian Improvements

To increase pedestrian safety and bicycle mobility along the 4.2 mile Fairbanks/Osceola/Aloma Avenues (SR 426) corridor, from U.S. 17-92/SR 15/600 to Lakemont Avenue, the City is implementing a $1,000,000 program of pedestrian improvements including sidewalk ramping, removal of obstructions in the sidewalks (palm trees), lighting improvements and sidewalk repairs/expansions. This project is funded with federal dollars administered by Fl. DOT and included in the current Fl. DOT work program (Project ID 416368-1-58-01). The end result will be bike and pedestrian improvements along a heavily travelled state road corridor that is safer and more conducive to pedestrian and bicycle travel. In addition to these funds, the City's electric utility is currently engaged in a complimentary project to underground electric along 1.2 miles of this corridor that will result in the removal of utility poles and increased pedestrian and bicycle mobility and safety.

Fairbanks (SR 426)/Orange (SR 527)/Pennsylvania Avenue Intersection Improvements

To improve traffic flow and pedestrian mobility within this three-way intersection, the City is implementing a $490,000 intersection improvement project. This project is funded with federal dollars administered by Fl. DOT and included in the current Fl. DOT work program (Project ID 416368-1-58-02). This project involves some reconfigurations to the intersection to eliminate times when local traffic on Pennsylvania Avenue cannot clear the intersection (due to turning vehicles) and then blocking traffic on the Fairbanks Avenue and Orange Avenue legs of the intersection. The project also involves new traffic signals and controllers to the Fl. DOT specifications and new pedestrian signals that are important as this intersection is ¼ mile from the OCPS (Ninth Grade Center).

State/Federal/Local Future Transportation Projects (not currently funded in the TIP)

Included in the 2025 Metroplan Orlando Area Transportation Study (OUATS) Financially Constrained Network and the OUATS Transportation Needs Network (Needs Plan) but not in the Transportation Improvement Program (TIP) are four traffic improvement projects, of which two are at the urging of the City of Winter Park to increase traffic capacity along U.S. 17-92/SR 15/600 and Lee Road (SR 423). Since they are not committed projects, they cannot be reflected in the City's CIP except as indicated as outside the five year plan. ~~Except for Interstate Four, the policies of this Comprehensive Plan have also committed local funding participation in the following projects:~~

Interstate Four Expansion Project

Interstate Four (I-4) linking Daytona Beach to Tampa has 73 miles of its length through Central Florida. I-4 accommodates an average of 1.5 million trips daily in Osceola, Orange, Seminole and Volusia counties. Over the next few decades, FDOT will reconstruct those 73 miles of I-4 by expanding the road to six lanes and two HOV lanes. Right-of-way acquisition has already started in Central Florida. The City of Winter Park has 100 feet of I-4 within our city limits at the Fairbanks Avenue (SR426) intersection. Despite the minimal extent of I-4 within the City of Winter Park, this roadway on the city's western border is the cornerstone of the region's transportation and mobility improvement strategy for Central Florida. ~~It is estimated that the project cost will be approximately $2 billion.~~

Aloma Avenue (SR 426) Widening Project

This project involves the expansion of Aloma Avenue from four lanes to six lanes from Lakemont Avenue to the Seminole County line. Approximately one mile of this roadway is within the city limits. At this time that project has been included by the MPO in the Metroplan Orlando Needs Network but not in the Financially Constrained Network, thus no dollar value has been assigned. Project timing is dependent upon the MPO. ~~At such time as funding is identified and the project programmed in the TIP, the policies of this Comprehensive Plan have committed local funding participation to this project in a manner consistent with Policy 2-4.1 of the Transportation Element.~~

Lee Road Extension

The flow of traffic through intersection and the operation of intersection traffic signals are the primary functions that control the LOS and traffic capacity on all the state roads in the city. The City has two intersections in close proximity (660 feet) of each other at Lee Road (SR 423) and US 17-92/SR 15/600 and at Webster Avenue and US 17-92/SR 15/600 that are the major "choke" points restraining peak hour capacity particularly on US 17-92/SR 15/600. The Lee Road (SR 423) extension project would improve traffic flow on both Lee Road (SR 423) and US 17-92/SR 15/600 by extended Lee Road and eliminating the left hand turn movements onto Webster thereby increasing capacity on US 17-92/SR 15/600. The City has in the past supported this project and Fl. DOT in support of this project has completed the preliminary design and engineering of the project. However, at this time that project of $16 million has not been included by the MPO in the TIP but it is included in the Metroplan Orlando Financially Constrained Network and Needs Network. Thus, project timing is dependent upon the MPO. ~~At such time as funding is identified and the project programmed in the TIP, the policies of this Comprehensive Plan have committed local funding participation to this project in a manner consistent with Policy 2-4.1 of the Transportation Element.~~

US 17-92/SR 600 Improvement Project

This project would widen the sidewalks along the US 17-92 corridor to enhance pedestrian bicycle mobility and safety plus eliminate and consolidate driveways thereby increasing traffic capacity. The City has supported this project and Fl. DOT has done preliminary engineering costing of the project. However, at this time that project has not been included by the MPO in the TIP but it is included in the Metroplan Orlando Financially Constrained Network and Needs Network. Thus, project timing is dependent upon the MPO. ~~At such time as funding is identified and the project programmed in the TIP, the policies of this Comprehensive Plan have committed local funding participation to this project in a manner consistent with Policy 2-4.1 of the Transportation Element.~~

City of Winter Park Committed and Funded Transportation Projects

~~Denning Drive Traffic Signal Improvements~~

~~The City of Winter Park has begun and has programmed in the City's capital improvements plan, the upgrade of the traffic signals at the Denning Drive intersections with Canton Avenue, Webster Avenue and Morse Boulevard. Total project cost is $375,000. The Canton and Webster Avenue intersections are complete. The project will continue at the other intersection ($125,000) with traffic signal/controller replacements and pedestrian signal additions. Adjacent to these intersections are the OCPS Vocational Education Center (Webster School), Center for Independent Living~~

~~(handicapped/blind services housing), Winter Park Village, Valencia Community College and Lake Island Park. The end result will be better traffic signal timing/traffic flow as well as enhanced pedestrian mobility and safety.~~

~~Fairbanks Avenue (SR 426) Improvement Project (I-4 to U.S. 17-92)~~

~~The sanitary sewer component of the City's capital improvements plan includes the $4.6 million dollar project to extend sanitary sewer along this corridor. While primarily a project to encourage redevelopment and improvement along this corridor, that subsequent redevelopment that will now be possible from the availability of sanitary sewer will be required to eliminate and consolidate driveways and to use mandatory rear common alley/driveway access to the adjacent side streets. This will increase traffic capacity and movement along this 1.5 mile length of this project. In addition, the City utilizing a combination of general fund revenue and assessments will also be undertaking traffic signal improvements and pedestrian/bicycle safety enhancements at an additional projected cost of $2.8 million dollars.~~

~~US 17-92/SR 15/600 and Orange Avenue (SR 527) Intersection Improvement~~

~~The US 17-92/SR 15/600 and Orange Avenue (SR 527) intersection operates effectively at all times with "green" timing more than adequate for all straight thru traffic. However, at peak hours, the traffic engaged in the left turn movements from both sides of Orange Avenue (SR527) onto US 17-92/SR 15/600 cannot all clear the intersection due to insufficient stacking in the single turn lane configuration. Utilizing a combination of general fund and CRA revenue the City has planned a $415,000 intersection improvement project to add an additional turn lane on both legs of Orange Avenue (SR 527) along with a traffic signal upgrade which will improve the LOS for this intersection.~~

Sidewalk/Pedestrian Improvements

As a recurring annual expenditure, the City's capital improvements plan reflects incremental pedestrian/sidewalk enhancements ~~of the $50,000~~ annually. These projects include ramping of curbs, sidewalks repairs and sidewalk extensions to accomplish greater pedestrian and bicycle mobility and safety.

SECTION 2. That Chapter 58 "Land Development Code", Article I "Comprehensive Plan" of the Code of Ordinances is hereby amended and modified by repealing and replacing within Section 58-1 "Comprehensive Plan adopted by reference"; within the Capital Improvements Element, Policy 7-6.6 "Orange County Public Schools 10-Year Capital Outlay Plan" currently included on Page 7-7 so as to update and reflect the current OCPS 10 Year Capital Outlay Plan, to read as follows:

> **Policy 7-6.6: Orange County Public Schools 10-Year Capital Outlay Plan.** The City of Winter Park hereby incorporates by reference the Orange County Public Schools 10-Year District Capital Outlay Plan (DCOP) currently in force as adopted by the School Board on that includes school capacity sufficient to meet anticipated student demands projected by OCPS.
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SECTION 3. That Chapter 58 "Land Development Code", Article I "Comprehensive Plan" of the Code of Ordinances is hereby amended and modified by repealing and replacing within Section 58-1 "Comprehensive Plan adopted by reference"; within the Capital Improvements Element, that portion of Policy CMS 1.1 subsection (E) "School Facilities" currently included on Page 7-28 to reflect the

adoption and execution of the required interlocal agreement with the Orange County School Board, to read as follows:

CONCURRENCY MANAGEMENT SYSTEM

E. **School Facilities.** The City has executed an interlocal agreement with the Orange County School Board that includes the means to implement school facility concurrency requirements. It includes the following school facility standards to satisfy the school concurrency requirement:

1. For district-wide concurrency service areas:

   a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

   b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

SECTION 4. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 5. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. Effective Date. The effective date of this Plan Amendment shall be 31 days after the State Planning Agency notifies the City that the plan amendment package is complete. If timely challenged, the amendment does not become effective until the State Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2011.

_____
Mayor, Kenneth W. Bradley

Attest:

_____
City Clerk, Cynthia Bonham

CITY OF WINTER PARK
Planning & Zoning Board

Regular Meeting **August 2, 2011**
Commission Chambers **7:00 p.m.**

MINUTES

REQUEST OF THE CITY OF WINTER PARK TO: AMEND ARTICLE I, "COMPREHENSIVE PLAN" TO UPDATE THE CAPITAL IMPROVEMENT ELEMENT TO REFLECT THE REVISED FIVE YEAR CAPITAL IMPROVEMENT PLAN INCLUSION WITHIN THE DATA, INVENTORY AND ANALYSIS COMPONENT OF THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163, FLORIDA STATUTES.

Mr. Briggs presented the staff report and indicated that this would be on the Sept. 12th City Commission agenda. He highlighted recent changes made by the state DCA. He explained that HB 7207 eliminated concurrency requirements and that gave local governments oversight for approval/denial of the five year capital improvement plan. He noted that a formal comprehensive plan amendment is no longer necessary and this is now updated in the Data, Inventory and Analysis. With this change, the CIP will now be adopted as a part of the City's annual budget. He added that budget public hearings are scheduled for September 12th and 26th. Staff recommended approval. Mr. Briggs responded to Board member questions and concerns.

The following people spoke concerning the request: Jack and John Rogers, 1002 Temple Grove. No one else wished to speak concerning this issue. Public Hearing closed.

Motion made by Mr. Johnston, seconded by Mr. Gottfried to approve the ordinance. Motion carried unanimously with a 7-0 vote.

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	Planning Commission	■ yes ☐ no ☐ N|A	7-0 final vote

Subject: Comp. Plan Ordinance to Streamline the Approval Process

This is the second reading of an ordinance affecting Comp. Plan amendments to streamline the approval process for new development. Certain types of amendments to the Comprehensive plan were limited to no more than twice a year. This proposal would modify the Code to comply with the new HB7207 to eliminate the requirement that FLU changes over 10 acres or to a density in excess of 10 units/acre are limited to twice a year.

Summary:

Modifying the Threshold for Large Scale Comprehensive Plan changes: (P&Z approved this Ordinance by a 7-0 vote)

This proposal would modify the Code to comply with the new HB7207 to eliminate the requirement that FLU changes over 10 acres or to a density in excess of 10 units/acre are limited to twice a year.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ELIMINATE THE TWICE A YEAR LIMITATION ON AMENDMENTS TO THE COMPREHENSIVE PLAN, SUBSTITUTING FOR THE CURRENT AMENDMENT PROCEDURES, PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Winter Park City Commission desires to revise the limitation on the frequency of comprehensive plan amendments to conform to the new Growth Management Act; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at its August 2, 2011 meeting; and

WHEREAS, the City Commission of the City of Winter Park held duly noticed public hearings on the proposed zoning change set forth hereunder and considered advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park's Comprehensive Plan; and

WHEREAS, the City Commission hereby find that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I "Comprehensive Plan" of the Code of Ordinances, Section 58-6 "Amendments to the comprehensive plan" subsections (a) (1) and (a) (2) is hereby amended to read as follows:

Sec. 58-6. Amendments to the comprehensive plan.

(a) Amendments to the comprehensive plan shall at a minimum conform to the requirements as specified within Florida Statutes Chapter 163, Part II. ~~and Rules 9J-5/9-J11 Florida Administrative Code.~~

(1) A comprehensive plan text or map amendment may be proposed by the city commission or the planning and zoning board ~~commission~~ or may be proposed by any individual, corporation, partnership or other entity having a bona-fide interest in property either by ownership or by standing under a contract to purchase such land. All comprehensive plan text or map amendments must be made by ordinance. Applications shall be submitted on a standard application form accompanied by all pertinent information which may be required for proper consideration of the matter, along with payment of fees and charges as established by the city commission. ~~The~~

~~commencement of the process to amend the Comprehensive Plan shall be limited to no more than two times during any calendar year except for amendments to the Future Land Use Map involving applications for properties of less than two (2) acres in size provided the cumulative effect of the above condition shall not exceed thirty (30) acres annually; the proposed future land use map amendment does not involve the same property more than once a year; and the proposed future land use amendment does not involve the same owner's property within 200 feet of property granted a change within a period of 12 months. This twice a year limitation shall not apply or count as one of the two permitted amendment cycles for any city sponsored comprehensive plan amendment in the case of emergency, if the emergency plan amendments receive the approval of all of the members of the city commission. "Emergency" means any occurrence or threat thereof whether accidental or natural, caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property or public funds. In addition this twice a year limitation shall not apply or count as one of the two permitted amendment cycles for any city sponsored comprehensive plan amendments involving changes to the City's five year capital improvements plan or narrative thereto or other portions of the capital improvements element required to be adopted annually in order to coincide with the annual adoption of the city's budget and capital improvements program.~~ Applicants shall include prospective plans indicating the desired development scenario proposed as a result of an approval per the plan submission requirements established for conditional uses.

(2) All proposed comprehensive plan text or map amendments shall be submitted to the planning and zoning board~~commission~~ for study and recommendation. The planning and zoning board~~commission~~ shall study such proposals to determine:

a. The need and justification for the change;

b. When pertaining to the future land use designation of land, the effect of the change, if any, on the particular property and the surrounding properties;

c. When pertaining to the future land use designation of land, the amount of undeveloped land in the general area and in the city having the same classification as that requested; and

d. The relationship of the proposed amendment to the goals, objectives and policies text of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further, or at least not be contrary to the comprehensive plan.

(3) No recommendation for transmittal or adoption of any amendment to the comprehensive plan shall be made by the planning and zoning commission until and unless a public hearing has been held. In addition to the public notice requirements of Florida Statutes Chapter 163, Part II, ~~and Rules 9-J5/9-J11 Florida Administrative Code,~~ the city shall also conform to the following notice requirements. Notice shall be provided based upon the type and size of the request as detailed below. In cases where requests are not specifically indicated in this section, the planning director shall determine the most appropriate level of public notice.

SECTION 2. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Don Marcotte Public Works	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Request to vacate the westerly 20 feet of an existing 30 feet wide utility easement located on the property located at 1680 Magnolia Ave., Winter Park, Florida.

motion | recommendation

Approve the Ordinance vacating and abandoning a portion of an existing utility easement as described.

summary

This is the second reading of the ordinance. Thomas Wilson, Magnolia Ave LLC currently owns and proposes to redevelop the house located at 1680 Magnolia Ave. The proposed new house as presented would require encroachment into an existing 30 feet wide utility easement located on that property.

August 1, 2011 – Letter was received from Thomas Wilson, Magnolia Ave, LLC requesting the vacation of the westerly 20 feet of an existing 30 feet wide utility easement located on the property located at 1680 Magnolia Ave. This request included letters of no objection received from local utility companies serving the neighborhood. (See Attached)

Staff has reviewed this request and the letters of no objection from the local utility companies including the City's water, wastewater, electric, and stormwater utilities. There is no current or future need to maintain the width of the 30 feet wide utility easement other than 10 feet for the City's electric utility to supply power to an existing street light on Magnolia Ave in front of the subject property.

October 10, 2005 – The City approved a similar request vacating an easement located at 1700 Magnolia Ave immediately adjacent to and east of the subject property, 1680 Magnolia Ave.

board comments

N/A

ORDINANCE NO. _____-11

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 1680 MAGNOLIA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED by the People of the City of Winter Park, Florida as follows:

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain utility easement located at 1680 Magnolia Avenue.

THE WEST 1/2 OF VACATED PHELPS AVENUE LYING ADJACENT TO THE EAST BOUNDARY LINE OF LOT 8, BLOCK C, FLORA PARK 2ND ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK T, PAGE 47, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS THE EAST 10.00 FEET THEREOF FOR UNDERGROUND ELECTRIC UTILITY)

MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE.

Section 2. The legal description is in reliance on the survey performed by American Surveying and Mapping on May 31, 2011. The City Manager is authorized to execute such curative documents and to record the same as may be necessary to conform the vacation to the accurate legal description of the easement being vacated.

A subsequently recorded vacation of this easement, if any, which is in the nature of a curative document necessary to conform the vacation of the easement to the accurate legal description of the easement being vacated, shall take precedence over the legal description provided for herein, and any subsequently recorded curative document shall control with respect to the legal description of the easement being vacated. An accurate legal description of the easement being vacated is a condition of this vacation of the easement.

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

Section 4. This ordinance shall take effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the ____ day of September, 2011.

_____
Mayor Kenneth W. Bradley

ATTEST:

_____
City Clerk Cynthia S. Bonham

Date: August 1, 2011

To: Donald J. Marcotte, City Engineer
180 West Lyman Avenue
Winter Park, Fl 32789
and
401 Park Avenue South
Winter Park, Fl 32789

From: Magnolia Ave, LLC
213 W Comstock Ave
Winter Park, FL 32789

RE: Easement Release for ~~160~~ 1680 Magnolia Avenue Winter Park, Fl 32789

Mr. Donald J. Marcotte,

Magnolia Ave, LLC is requesting the City to Vacate and abandon the existing 30 foot utility easement, Lot8, Block C, Florida Park, 2nd Addition as recorded in Plat book T, Page 47, of the Public Records of Orange County, Florida along the eastern boundary of the property located a t 1680 Magnolia Avenue, Parcel I.D. 322-21-30-2766-03-080.

We are in the process of applying to the City for a demolition permit to demo the existing home. Our intention is to submit plans to the City for the construction of a new home on the same lot.

We understand that a similar request was granted to the adjacent property at 1700 Magnolia Ave on or around October 10, 2005.

We thank you for looking into this request and look forward to hearing from you.

Sincerely,

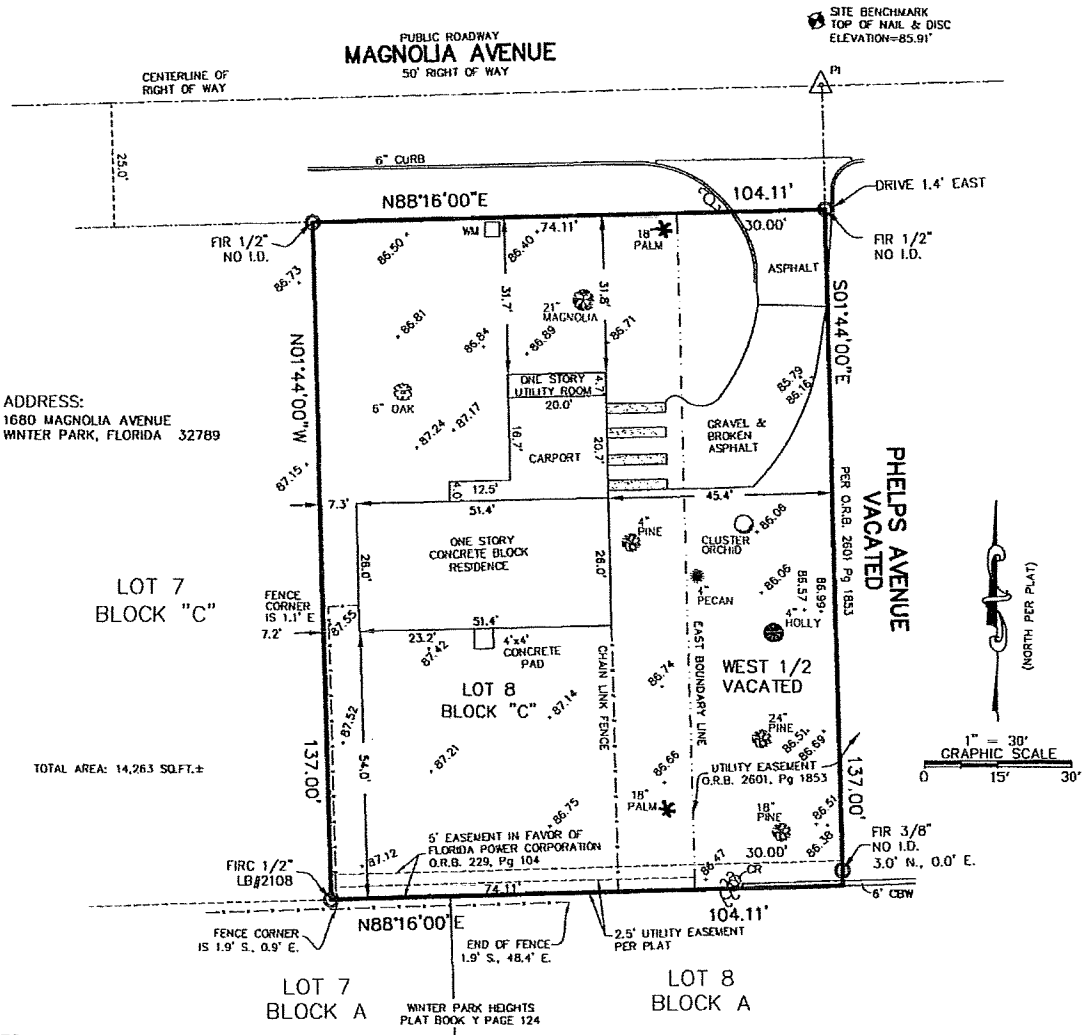
Magnolia Ave, LLC
Thomas B Wilson

BOUNDARY, TOPOGRAPHY & TREE SURVEY

SHEET 1 OF 2

DESCRIPTION:

LOT 8 BLOCK C, FLORA PARK 2nd. ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK T, PAGE 47, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
TOGETHER WITH THE WEST 1/2 OF VACATED PHELPS AVENUE LYING ADJACENT TO THE EAST BOUNDARY OF SAID LOT 8 BLOCK C, FLORA PARK 2nd. ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK T, PAGE 47, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



ADDRESS:
1680 MAGNOLIA AVENUE
WINTER PARK, FLORIDA 32789

NOTES:

1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED, INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.

2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 5-23-11, UNLESS OTHERWISE SHOWN.

3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.

4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED.

5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF OLD REPBULIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT No. 1170635 WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2011 AND HAVE SHOWN SCHEDULE B-II ITEMS THAT EFFECT THE LOT.

6. NOTES TO SCHEDULE B-2 ARE FOUND ON PAGE 2 OF THIS SURVEY, AND IS NOT FULL OR COMPLETE WITHOUT BOTH PAGES.

7. ELEVATIONS SHOWN BASED ON ORANGE COUNTY BENCHMARK TP-187 ALL ELEVATIONS SHOWN NAVD 88 DATUM.

FOR THE BENEFIT AND EXCLUSIVE USE OF:
MAGNOLIA AVE, LLC
HOWARD CARTER DEL FAVA & LISA DEL FAVA
WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGEND:

———	RIGHT OF WAY LINE	F.I.R.M.	FLOOD INSURANCE RATE MAP
———	CENTERLINE	WM	WATER MATER
—x—x—	FENCE LINE	CBW	CONCRETE BLOCK WALL
- - - -	EASEMENT LINE	CR	CABLE RISER
SQ.FT.	SQUARE FEET	O.R.B.	OFFICIAL RECORDS BOOK
FIR	FOUND IRON ROD	Pg	PAGE
FIRC	FOUND IRON ROD & CAP		POWER POLE
LB	LICENSED BUSINESS		CONCRETE
I.D.	IDENTIFICATION		

I HAVE EXAMINED THE F.I.R.M. COMMUNITY PANEL NO. 120180 0120 E, DATED 12/05/00, AND FOUND THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, AREA OUTSIDE THE 100 YEAR FLOOD PLAIN. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ABOVE INFORMATION. PLEASE CONTACT THE LOCAL F.E.M.A. AGENT FOR VERIFICATION.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOT 8 BLOCK "C" BEING S88°16'16"E, PER PLAT.

(FIELD DATE:) 05-23-11
SCALE: 1" = 30 FEET
APPROVED BY: JWB
JOB NO. 1021402-LOT 8, BLK "C"
DRAWN BY:

REVISED:

BOUNDARY/TOPOGRAPHY/TREE
05-23-11 CC

AMERICAN SURVEYING & MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FLORIDA 32789
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

THIS BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DAVID M. DeFILIPPO PSM #5038 FOR THE FIRM
May 31, 2011 DATE

SCHEDULE B-II

LOT 8 BLOCK C, FLORA PARK 2nd. ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK T, PAGE 47, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
TOGETHER WITH THE WEST 1/2 OF VACATED PHELPS AVENUE LYING ADJACENT TO THE EAST BOUNDARY OF SAID LOT 8 BLOCK C, FLORA PARK 2nd. ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK T, PAGE 47, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ITEMS 1-4 INCLUSIVE, ARE NOT SURVEY RELATED.

5. ALL MATTERS CONTAINED ON THE PLAT OF FLORA PARK 2ND ADDITION, AS RECORDED IN PLAT BOOK T, PAGE 47, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AS SHOWN.

6. EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN O.R. BOOK 229, PAGE 104, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AS SHOWN.

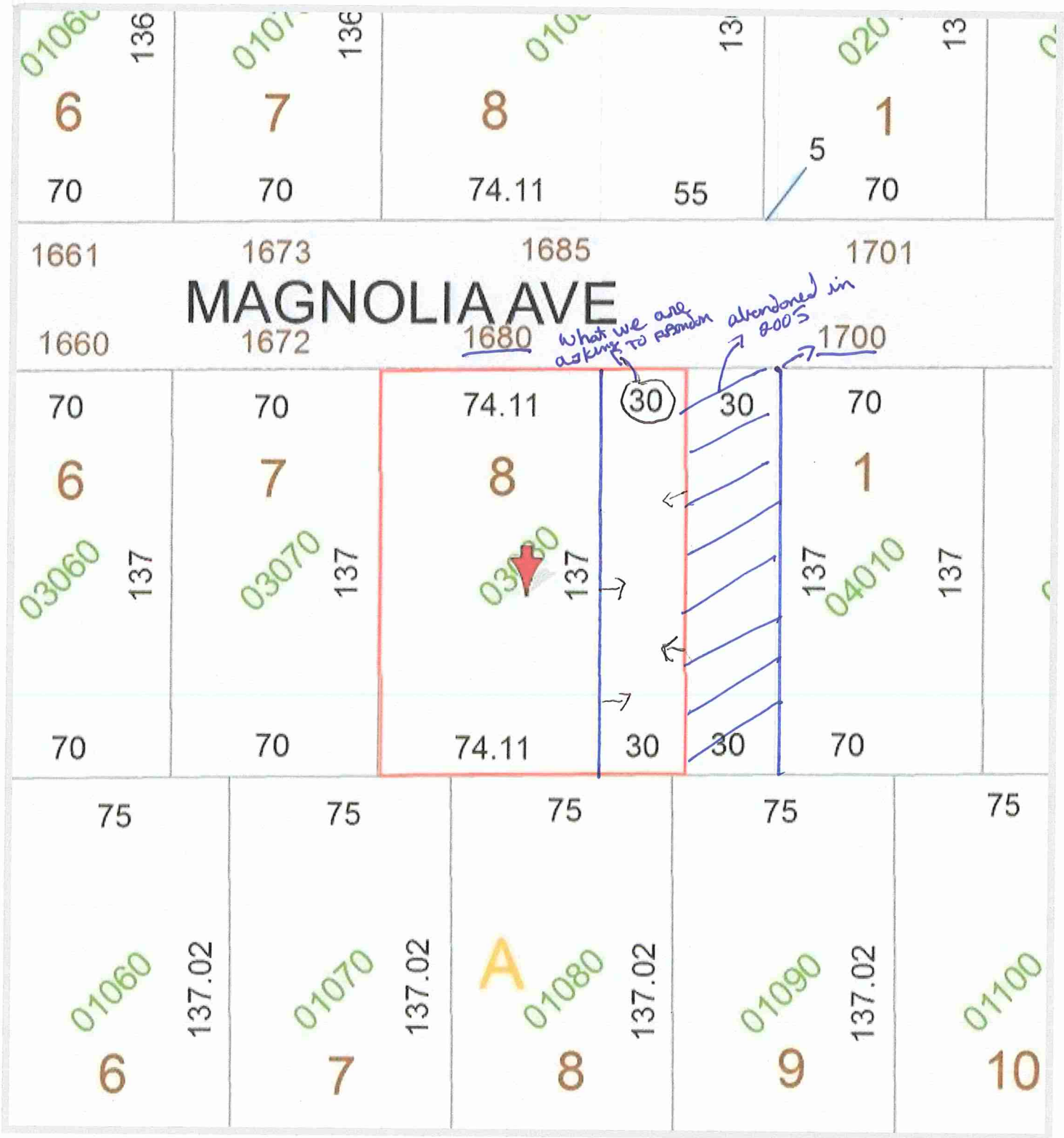
7. EASEMENT IN FAVOR OF THE CITY OF WINTER PARK RESERVED IN ORDINANCE NO. 1103 RECORDED IN O.R. BOOK 2601, PAGE 1853, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AS SHOWN.

8. 2.5 FOOT UTILITY EASEMENT RESERVED ALONG THE REAR LOT LINE OF THE CAPTIONED PROPERLY AS SHOWN ON THE PLAT OF FLORA PARK 2ND ADDITION, RECORDED AS RECORDED IN PLAT BOOK T, PAGE 47, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. AS SHOWN.

05-23-11
SCALE: N/A
APPROVED BY: JWB
JOB NO. 1021402-LOT 8, BLK "C"
DRAWN BY:

REVISED:
BOUNDARY/TOPOGRAPHY/TREE
05-23-11 CC

ASM
AMERICAN SURVEYING & MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
1030 N. ORLANDO AVE. SUITE B
WINTER PARK, FLORIDA 32789
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM



Parcel ID: 302132276603080 (Rng-Twn-Sec format)

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

0 25 ft

Created on 7/23/2011, Copyright 2007. Orange County Property Appraiser.

PARCEL ID	32-21-30-2766-03-080
STREET ADDRESS	1680 MAGNOLIA AVE
NAME (1)	MAGNOLIA AVE LLC
MAILING ADDRESS	213 W COMSTOCK AVE
CITY, STATE, ZIP	WINTER PARK, FL. 32789
COUNTRY	
CITY CODE	Winter Park
MILLAGE CODE	06
PROPERTY USE CODE	0100
ST PLANE X-COORD	550167.72
ST PLANE Y-COORD	1556857.16
PARCEL	302132276603080

TAX YEAR 2011 WORKING VALUE

LAND (MKT) VALUE	$159,768
BUILDING VALUE	$30,518
EXTRA FEATURE VALUE	$0
MARKET (JUST) VALUE	$190,286
ASSESSED VALUE	$190,286

Date: 7-21-11

Marvin Usry
Bright House Networks, Inc

Dear Mr Usry :

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Magnolia Ave Winter Park, FL 32789 **in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.**

Please review your records, complete the form, below, and return this letter to me at FAX: 407-951-8921, mail to address below **. If you have any questions, please contact** Tom Wilson 407-376-4417 **.**

Sincerely

Tom Bleh

Name: Tom Wilson
Address: 213 W Canistack Cove
City, State, Zip Code: Winter Park, FL 32789

_____ **The subject parcel is not within our service area.**

__✓__ **The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.**

_____ **The subject parcel is within our service area. We object to the vacation.**

Additional comments: _____

Signature: _____ 32, 21, 30

Print Name: P.J. KING / BRIGHT HOUSE NETWORKS

Title: SR. CONST. MGR.

Date: 7-26-11 7/25/11

N:depts.\pworks\COMMON\formsVacateRequestinstUPDATE10262010

Date: 7-21-11

Marvin Usry
Bright House Networks, Inc

Dear Mr Usry:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Maynalen Cove Winter Park, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at FAX: 407-951-8921, mail to address below. If you have any questions, please contact Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Canstock Cove
City, State, Zip Code: Winter Park, FL 32789

_____ The subject parcel is not within our service area.

_____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: 7-21-11

Bruce A. Stuit Sr.
TECO/Peoples Gas

Dear Mr. Stuit:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Magnolia Circle in Winter Park, FL 32789 in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at 213 W Comstock Ave Winter Park FL 32789. If you have any questions, please contact Tom Wilson 407-376-4417.
FAX, 407-951-9421

Sincerely
Tom Wilson

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, FL 32789

____ The subject parcel is not within our service area.

_X_ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

____ The subject parcel is within our service area. We object to the vacation.

Additional comments: Please fax and send original by mail

Signature: Debbi Frazier

Print Name: Debbi Frazier

Title: Sr. Admin.

Date: 7/25/11

N:depts.\pworks\COMMON\formsVacateRequestinstUPDATE10262010

Date: 7-21-11

Bruce A. Stout Sr.
TECO/Peoples Gas

Dear Mr Stout :

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Magnolia Ave Winter Park, FL 32789 **in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.**

Please review your records, complete the form, below, and return this letter to me at 213 W Comstock Ave Winter Park FL 32789 **. If you have any questions, please contact** Tom Wilson, 407-376-4417
FAX, 407-951-8921 **.**

Sincerely

Tom B Wilson

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, FL 32789

_____ **The subject parcel is not within our service area.**

_____ **The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.**

_____ **The subject parcel is within our service area. We object to the vacation.**

Additional comments: Please fax and send original by mail

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: 7-21-11

Candy Crim, [redacted]
Century Link

Dear Ms Crim, Ms O'Brien:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Meanadue Ave in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at FAX 407-951-8921, Mail to address below. If you have any questions, please contact Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, 32789

_____ The subject parcel is not within our service area.

✓ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: LETTER INCLUDED -

Signature: [signature]

Print Name: CANDACE CRIM

Title: OSP ENGINEER II

Date: 7/25/2011

CenturyLink™
Stronger Connected™

July 25, 2011

Tom Wilson
213 W. Comstock Avenue
Winter Park, Florida 32789

RE: 1680 Magnolia Avenue
Winter Park, Florida 32789

Petition to vacate easterly 30' side platted utility easement, Lot 8, Block C, FLORA PARK, 2nd Addition, according to the plat thereof, as recorded in plat book T, Page 47, of the Public Records of Orange County, Florida.

To Whom It May Concern:

CenturyLink has no objection to the abandonment of the utility easement described above. All other utility easements will remain as is . If you need any further assistance, please call Candace Crim, engineer, at 407- 830-3650.

Candace C. Crim
CenturyLink
OSP Engineer II
Winter Park District

Date: 7-21-11

Candy Crim Steve O'Brien
Centurylink

Dear Mrs Crim, Mr O'Brien:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Magnolia Ave in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at FAX 407-951-8921, Mail to address below. If you have any questions, please contact Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave.
City, State, Zip Code: Winter Park, 32789

_____ The subject parcel is not within our service area.

_____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: 7-21-11

Terry Hotard
City of Winter Park
Utility Director

Dear Mr Hotard :

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Miramar Ave **in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.**

Please review your records, complete the form, below, and return this letter to me at FAX: 407-951-8921, email to address below. **If you have any questions, please contact** Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, FL 32789

_____ **The subject parcel is not within our service area.**

__X__ **The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.**

_____ **The subject parcel is within our service area. We object to the vacation.**

Additional comments: _____

Signature: _____

Print Name: TERRY HOTARD

Title: Assistant Director

Date: 7/28/2011

Date: 7-21-11

Terry Hatard
City of Winter Park
Utility Director

Dear Mr Hatard **:**

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Magnolia Ave **in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.**

Please review your records, complete the form, below, and return this letter to me at FAX: 407-951-8921, mail to address below. **If you have any questions, please contact** Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, FL 32789

_____ **The subject parcel is not within our service area.**

_____ **The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.**

_____ **The subject parcel is within our service area. We object to the vacation.**

Additional comments: _____

_____

_____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: 7-21-11

Lori L. Herring
Progress Energy Florida
Easement Specialist

Dear Lori Herring:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1480 Magnolia Ave in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at FAX 407-951-8921, mail to address below. If you have any questions, please contact Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, FL 32789

✓ The subject parcel is not within our service area.

_____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: Lori L. Herring

Print Name: Lori L. Herring

Title: Land Agent

Date: 7-22-11

N:depts.\pworks\COMMON\formsVacateRequestinstUPDATE10262010

Date: 2-21-11

Lori L. Herring
Progress Energy Florida
Easement Specialist

Dear Lori Herring:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Magnolia Ave in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at FAX: 407-951-8921, Mail to address below. If you have any questions, please contact Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, FL 32789

_____ The subject parcel is not within our service area.

_____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: 7-21-11

Phil Daniels
City of Winter Park
Water/Wastewater Utility

Dear Mr Daniels :

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1650 Magnolia Avenue in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at FAX: 407-951-8921 mail to address Below If you have any questions, please contact Tom Wilson 407-376-4417.

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code Winter Park, FL 32789

_____ The subject parcel is not within our service area.

XXX The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: E. Phillip Daniels

Print Name: E. Phillip Daniels

Title: Assistant Utility Director

Date: July 25, 2011

N:depts.\pworks\COMMON\formsVacateRequestinstUPDATE10262010

Date: 7-21-11

Phil Daniels
City of Winter Park
Water/Wastewater Utility

Dear Mr Daniels **:**

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 1680 Magnolia Avenue **in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.**

Please review your records, complete the form, below, and return this letter to me at FAX: 407-951-8921 mail to address Below **. If you have any questions, please contact** Tom Wilson 407-376-4417 **.**

Sincerely

Name: Tom Wilson
Address: 213 W Comstock Ave
City, State, Zip Code: Winter Park, FL 32789

_____ **The subject parcel is not within our service area.**

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_____ **The subject parcel is within our service area. We object to the vacation.**

Additional comments: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

city commission public hearing

item type	Public Hearing	meeting date	September 26, 2011
prepared by department division	Wes Hamil Finance	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Semiannual update to Fee Schedule

motion | recommendation

Approve adjustments to the City Fee Schedule as outlined in the attached summary.

summary

City practice has been to review the Fee Schedule twice each year to ensure fees are adequate and appropriate. The first four pages of the attached contain a summary of the fees that were changed. The remainder of the attached is the fee schedule as revised for the proposed changes.

board comments

N/A

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2011

	Current Fee	Proposed Fee
Building and Code Enforcement:		
Address change requests that include more than five addresses	$15.00 fee covers all changes requested	Additional $2.00 for each address above five
Lien and foreclosure research	20.00	25.00
Refuse Service Fees:		
Residential pickup fee (with recycling bins)	16.62	17.47
Residential recycling cart fee (per cart)	2.32	3.31
Residential charge for each garbage cart above two	8.00	8.42
Commercial and multi-family units utilizing the cart collection system (per cart)	27.81	29.24
CPI index and fuel index increases provided for in contract with Waste Pro		
Utilities:		
Fire hydrant meter deposit	1,200.00	1,500.00
Meter installation - inside city:		
3/4" meter	683.00	689.00
1" meter	729.00	741.00
1 1/2" meter	1,185.00	1,420.00
2" meter	1,255.00	1,540.00
Meter installation - outside city:		
3/4" meter	853.75	861.00
1" meter	911.25	926.00
1 1/2" meter	1,481.25	1,775.00
2" meter	1,568.75	1,925.00
Fire line installation fees (inside City):		
1 inch fire line	445.00	478.00
2 inch fire line	795.00	878.00
Fire line installation fees (outside City):		
1 inch fire line	556.25	598.00
2 inch fire line	993.75	1,098.00
Water main tapping fees (inside City):		
2 inch	150.00	153.00
4 inch	230.00	235.00
6 inch	255.00	260.00
8 inch	290.00	296.00
12 inch	355.00	365.00
Water main tapping fees (outside City):		
2 inch	187.50	191.00
4 inch	287.50	294.00
6 inch	318.75	325.00
8 inch	362.50	370.00
12 inch	443.75	456.00
Meter relocation fee (inside City):		
3/4 inch	455.00	493.00
1 inch	457.00	495.00
1 1/2 - 2 inch	808.00	967.00

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2011

	Current Fee	Proposed Fee
Meter relocation fee (outside City):		
3/4 inch	568.75	616.00
1 inch	571.25	619.00
1 1/2 - 2 inch	1,010.00	1,209.00
Sewer lateral installation fee (inside City):		
0 - 6' deep	1,750.00	1,785.00
6 - 12' deep	3,375.00	3,443.00
Sewer lateral installation fee (outside City):		
0 - 6' deep	2,185.00	2,231.00
6 - 12' deep	4,215.00	4,304.00
Utility disconnects for demolition (inside City):		
Water services:		
3/4" - 1"	50.00	53.00
2" - 3"	70.00	74.00
4"	110.00	118.00
6"	125.00	134.00
8"	150.00	161.00
Fire lines:		
2"	30.00	32.00
4"	110.00	118.00
6"	125.00	134.00
8"	150.00	161.00
Sanitary sewer laterals:		
Up to 6" (per line) 6' deep or less	250.00	270.00
Up to 6" (per line) greater than 6' deep	480.00	528.00
Utility disconnects for demolition (outside City):		
Water services:		
3/4" - 1"	62.50	66.00
2" - 3"	87.50	93.00
4"	137.50	148.00
6"	156.25	168.00
8"	187.50	201.00
Fire lines:		
2"	37.50	40.00
4"	137.50	148.00
6"	156.25	168.00
8"	187.50	201.00
Sanitary sewer laterals:		
Up to 6" (per line) 6' deep or less	315.00	338.00
Up to 6" (per line) greater than 6' deep	600.00	660.00
Fire hydrant relocation fee:		
Inside City	1,580.00	1,691.00
Outside City	1,975.00	2,114.00

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2011

	Current Fee	Proposed Fee
Line stop fees (with contractor or owner support, inside City):		
4", single	1,120.00	1,232.00
4", double	1,910.00	2,101.00
6", single	1,290.00	1,484.00
6", double	2,310.00	2,633.00
8", single	1,750.00	2,013.00
8", double	3,045.00	2,423.00
10", single	2,125.00	4,078.00
10", double	3,690.00	2,851.00
12", single	2,580.00	4,945.00
12", double	4,475.00	
Line stop fees (with no support from contractor or owner, inside City):		
4", single	1,695.00	1,873.00
4", double	2,960.00	3,271.00
6", single	1,870.00	2,068.00
6", double	3,270.00	3,617.00
8", single	2,180.00	2,412.00
8", double	3,730.00	4,125.00
10", single	2,700.00	2,986.00
10", double	4,300.00	4,756.00
12", single	3,170.00	3,510.00
12", double	5,350.00	5,928.00
Line stop fees (with contractor or owner support, outside City):		
4", single	1,290.00	1,540.00
4", double	2,190.00	2,626.00
6", single	1,490.00	1,855.00
6", double	2,690.00	3,291.00
8", single	2,040.00	2,516.00
8", double	3,565.00	4,378.00
10", single	2,500.00	3,029.00
10", double	4,375.00	5,098.00
12", single	3,050.00	3,564.00
12", double	5,335.00	6,181.00
Line stop fees (with no support from contractor or owner, outside City):		
4", single	1,995.00	2,341.00
4", double	3,510.00	4,089.00
6", single	2,200.00	2,585.00
6", double	3,880.00	4,522.00
8", single	2,725.00	3,015.00
8", double	4,660.00	5,156.00
10", single	3,385.00	3,733.00
10", double	5,380.00	5,845.00
12", single	3,960.00	4,388.00
12", double	6,690.00	7,410.00
Perform electro fusion process for HDPE couplings and fittings (2" - 12", two couplings or fittings max):		
Inside City	243.40	248.00
Outside City	304.25	310.00

Utility fees were increased to cover the additional cost of materials, fuel and equipment maintenance

City of Winter Park
Fee Schedule
Changes Proposed to be Effective October 1, 2011

	Current Fee	Proposed Fee
Parks Department:		
Rental of Lake Island Recreation Center meeting room:		
Daily rate, Monday - Friday	250.00	400.00
Hourly rate for a one-time user	70.00	80.00
Rental of Country Club by a one time user, hourly rate on weekdays	90.00	100.00
After school program:		
Teen camp:		
Resident (weekly fee)	25.00	35.00
Non-resident (weekly fee)	50.00	55.00
Summer camp program (completed grades K-4):		
Free/reduced lunch, 1st child	15.00	25.00
Free/reduced lunch, each additional child	15.00	20.00
Non-resident fee	75.00	85.00
Schools Out Program (single day camp during school year student holidays):		
Resident, per day	new fee	8.00
Non-resident, per day	new fee	12.00
Holiday camps:		
Fall camp, 3 days		
Resident	new fee	20.00
Non-resident	new fee	30.00
Winter holiday camp, two 4-day sessions		
Resident - each 4 day session	new fee	25.00
Non-resident - each 4 day session	new fee	35.00
Spring break camp, 5 days		
Resident	new fee	30.00
Non-resident	new fee	40.00
Before and After Care, 7:00 - 8:00 am and 5:30 - 6:00 pm for specific programs		
Schools Out Days, per day	new fee	2.00
Holiday and summer camps, per week	new fee	5.00
Men's Advanced Tennis program fees, monthly fee, Mon. 7-8:30 pm, four sessions	120.00	97.50
After school tennis recreation camp, weekly fee	$165 - $195	$132 - $195
Junior tennis tournament entry fee	$35 - $40	$40
Use of portable public address system	65.00	50.00
Rental of portable stage	new fee	$100
Scoreboard rental per day, Community Center gymnasium:		
One scoreboard	new fee	20.00
Both scoreboards	new fee	30.00

New fees at Community Center. Some tennis fees reduced to encourage more play.

CITY OF WINTER PARK

FEE SCHEDULE

Effective October 1, 2011

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Pricing Basis Legend	
C	Pricing is based on costs
M	Pricing is based on market comparisons
S	Pricing is stipulated by Florida Statutes

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

GENERAL GOVERNMENT FEES

ADMINISTRATIVE FEES:

Lien recording fees:
- Fee for first page ..... 10.00 (C)
- Each page thereafter ..... 8.50 (C)

Certification charge ..... 2.00 (C)

City map and aerial photographs ..... 10.00 (C)
- Plus postage and handling ..... 1.50 (C)

City Code and Supplements to City Code
- Can be purchased from: Municipal Code Corporation
  P. O. Box 2235
  Tallahassee, FL 32316
- Or accessed on-line at www.municode.com

Copy of CD (City provides the CD) ..... 3.00 (C)

Copy charge per page ..... .0.15 (C)
Double sided ..... .0.20 (C)

FINANCE FEES:

Printed copy of annual budget document ..... 20.00 (C)
Printed copy of CAFR ..... 15.00 (C)
Returned check charge: *
- Check amount $0.01 to $50.00 ..... 25.00 (C)
- Check amount $51.00 to $300.00 ..... 30.00 (C)
- Check amount greater than $300.00 ..... 40.00 (C)
  ..... Or 5% of check amount, whichever is greater

* If payment is not received within 30 days, the city may file a civil action against the check writer for three times the amount of the check, but in no case less than $50.00, in addition to the payment of the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking the action.

PLANNING FEES:

LAND DEVELOPMENT FEES:

Application Fee Schedule:

- Annexations ..... 500.00 (M)
- Appeals ..... 500.00 (M)
- Comprehensive Plan amendments and rezoning:
  - Less than one acre (1,500 ft. notice) ..... 1,000.00 (M)
  - More than one acre (city-wide notice) ..... 6,000.00 (M)
- Conditional use (including extensions/re-establishments):
  - (applications with 500 ft notice) ..... 500.00 (M)
  - (applications with 1,500 ft notice) ..... 1,000.00 (M)
  - (applications with city-wide notice) ..... 6,000.00 (C)
- Development Review Committee Application Fees:
  - Concept or preliminary plan ..... 300.00 (M)
  - Final plan submittal ..... 500.00 (M)
  - Revision to plan previously reviewed ..... 200.00 (M)
- Interpretations by Code Enforcement ..... 200.00 (M)
- Lakefront site plan reviews:
  - Residential construction ..... 150.00 (M)
  - Commercial or multi-family construction ..... 250.00 (M)
- Plan storage fees:
  - Plan storage fee for approved building plans not retrieved by applicant:
    - Up to six months following approval date ..... No charge
    - After six months ..... $5 per day
    - After nine months — Return all but one plan to applicant or continue charge (at option of the City)
- Street abandonments ..... 250.00 (M)
- Subdivision:
  - Three lots or less ..... 500.00 (M)
  - Over three lots ..... 800.00 (M)
- Lot consolidations:
  - Three lots or less ..... 500.00 (M)
  - Over three lots ..... 800.00 (M)
- Subdivisions with road improvements ..... 1,000.00 (M)
- Variances:
  - Single family residential ..... 200.00 (M)
  - Multi-family and commercial ..... 400.00 (M)

LAND DEVELOPMENT FEES (continued):

Parks impact fee (per new dwelling unit).....2,000.00 (M)

After the Fact Requests - Double the application fee and triple the building permit fee

Applications tabled at the request of the applicant, within 10 days of the Planning and Zoning meeting or Board of Adjustment meeting, will be charged for additional advertising and notification costs, plus $100.00.

Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

BUILDING AND CODE ENFORCEMENT FEES

Application and Permit Fees:

- Adult entertainment application fee (non-refundable) ..... 200.00 (C)
- Adult entertainment application fee - annual fee ..... 750.00 (C)
- Facilities permit application ..... 10.00 (C)
- Filming fees:
  - Motion pictures:
    - Application Processing Fee ..... 100.00 (C)
    - Private property (registration of exemption) ..... 25.00 (C)
    - Permit Fees:
    - Public streets, parks, buildings or city facilities (per day) ..... 500.00 (C)
    - Less than 10 persons or 2 vehicles involved (per day) ..... 50.00 (C)
      plus reimbursement of additional costs to the City, if any
  - Still photography:
    - Application Processing Fee ..... 50.00 (C)
    - On private property ..... 0.00 (C)
    - Permit Fees:
    - Public street or public property (per day) ..... 250.00 (C)
    - Less than 10 persons or 2 vehicles involved (per day)(city facilities) . 25.00 (C)
      plus reimbursement of additional costs to the City, if any
  - Use of City Personnel ..... cost plus 30% (C)
- Closing out sale permit ..... 50.00 (C)
- Closing out extension fee ..... 30.00 (C)
- Garage sale permit ..... 10.00 (C)
- Garage sale permit (residents over age 59) ..... 5.00 (C)
- Newsrack permit ..... 100.00 (C)
- Newsrack permit processing fee ..... 50.00 (C)
- Alcoholic beverage license ..... 50.00 (C)
- Sidewalk sale permit ..... 200.00 (C)
- Sidewalk sale permit during the Art Festival ..... 150.00 (C)
- Parking lot during the Art Festival ..... 80.00 (C)
- Sidewalk café application processing fee (non-refundable) ..... 50.00 (C)
- Sidewalk café permit fee
  - 1 – 4 seats ..... 80.00 (C)
  - 5 – 8 seats ..... 100.00 (C)
  - 9 – 12 seats ..... 120.00 (C)
  - 13 – 16 seats ..... 140.00 (C)
  - 17+ seats ..... 160.00 (C)
- Solicitation permits application:
  - Processing fee ..... 100.00 (C)
  - Permit fee ..... 300.00 (C)
- Non-profit solicitation permits application:
  - Processing fee ..... 10.00 (C)
  - Permit fee ..... 30.00 (C)

- Special event permit processing fee ..... 50.00 (C)
- Special event permit ..... 100.00 (C)
- Non-profit special event permit processing fee
  (Internal Revenue Code 501C(3) organizations) ..... 10.00 (C)

Application and Permit Fees (continued):

Non-Profit special event permit	30.00 (C)
Special events requiring street closure permit processing fee	100.00 (C)
Special event permit for events requiring street closure:	
Small events (less than 400 persons)	100.00 (C)
Large events requiring multiple department approval	200.00 (C)
Duplicate permit placard	5.00 (C)
Duplicate occupational license	5.00 (C)
Lien and foreclosure research	25.00 (C)
Business certificate processing	15.00 (C)

Building/Land Development Code (LDC) Fee (Based on valuation of construction*):

Minimum to $1,000 in valuation * ..... $30.00 (C)
Over $1,000 in valuation * ..... 0.9%[#] of valuation plus $30.00 ** (C)
Plans review fee for valuations over $4,000, except
permits not requiring plan review ..... ½ of building/LDC permit fee[## (C)]
Plan review fee for revisions ..... 25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required)
Inspector training ..... 04% of valuation (C)
Affordable Housing fee ..... $0.50 per sq. ft. (C)
of new or remodeled floor area, excludes areas of garages, carports, cabanas, storage sheds, churches, tax exempt non-profit organizations, nursing homes and assisted living facilities.
Roofing permits ..... 0.5% of valuation plus $30.00** (C)
Inspection fee for other City Departments ..... 40.00/inspection (C)
State Fee (new or remodeled floor area)..... 3% of permit amount or $4 minimum (S)
Transfer of permit to new contractor or applicant ..... 50.00 (C)
Reinstatement of expired permit (if approved) ..... 100.00 (C)
Extension of building permits ..... 25.00 (C)
Pool fence violation inspection ..... 100.00 (C)
Stop work order inspection fee ..... 50.00 (C)
Site development permit (when allowed):
Minimum fee ..... 100.00 (C)
(or .2% of valuation, if higher)**
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)*** ..... 1.00 (C)

* Building valuations shall be based on the actual contract cost or the building valuation data established by the Building Department, whichever is greater.

** For fee computations, all valuations are rounded up to the next highest thousand dollars.

*** in lieu of paying fee, applicant may provide plans in either PDF or TIFF format within 14 days of issuance of permit. In addition, any approved plan revisions must also be submitted electronically.

[#] .6% for building code enforcement and .3% for Land Development Code enforcement, totaling .9%.

[##] .3% for building code enforcement and .15 for Land Development Code enforcement, totaling .45%.

After the fact requests - double the variance application fee and triple the building, electrical, plumbing and gas permit fees. For construction begun or completed without permit - fee shall be tripled

The cost of inspection fees for other City Departments is determined during plan review and paid with building permit.

Excavation/Landfill Permit Fees:
- Placement or removal of 40 cubic yards or less ..... 50.00 (C)
- Placement or removal of over 40 cubic yards ..... 100.00 (C)

Experior Examination Application Fee:
- Master/contractors ..... 200.00 (C)
- Journeyman ..... 150.00 (C)

Competency Card Fees:
- Journeyman ..... ($80 for two years, when available) 50.00 (C)
- Master/contractors ..... ($200 for two years, when available) 100.00 (C)

Demolition Permits (expires within 30 days):
- 1 or 2 family dwellings ..... 150.00 (C)
- Accessory buildings ..... 50.00 (C)
- Other buildings ..... .6% of valuation or $100.00, whichever is greater (C)

Electrical Permit Fees:
- Issuing each permit ..... 40.00 (C)
  - Central air conditioning unit ..... 10.00 (C)
  - Cooktop ..... 3.00 (C)
  - Dental unit ..... 2.00 (C)
  - Dishwasher ..... 3.00 (C)
  - Disposal ..... 3.00 (C)
  - Dryer ..... 3.00 (C)
  - Electric elevator ..... 7.50 (C)
  - Electric range ..... 3.00 (C)
  - Electric welder:
    - Transformer type to 50 amps ..... 3.00 (C)
    - Transformer type over 50 amps ..... 7.50 (C)
  - Fan - Commercial, ceiling, exhaust or bath ..... 5.00 (C)
  - Fan - Residential, ceiling, exhaust or bath ..... 1.00 (C)
  - Fixture - each ..... 0.25 (C)
  - Furnace, oil ..... 5.00 (C)
  - Heating appliance - each ..... 3.00 (C)
  - Motor or generator - each ..... 5.00 (C)
  - Outlet - each ..... 0.25 (C)
  - Oven ..... 3.00 (C)
  - Pool wiring ..... 10.00 (C)
  - Pre-power inspection requests - Inspection fee:
    - Residential ..... 40.00 (C)
    - Commercial ..... 50.00 (C)
  - Service up to 200 amps ..... 5.00 (C)
    - Each additional 100 amps to 1200 amps ..... 1.00 (C)
  - Sign outlet, per circuit ..... 3.00 (C)
  - Subfeed panel ..... 2.00 (C)
  - Temporary service ..... 5.00 (C)
  - Time switch ..... 2.00 (C)
  - Water heater ..... 3.00 (C)
  - Window air conditioning unit ..... 5.00 (C)
  - X-Ray ..... 5.00 (C)

Gas Permit Fees:

Issuing each permit ..... 40.00 (C)
Each gas fixture ..... 5.00 (C)

Building Moving Permits:

Into or within the City (for buildings over 1,000 square feet) ..... 400.00 (C)
Into or within the City (for buildings 1,000 or less square feet) ..... 200.00 (C)
Outside the City ..... 100.00 (C)

Issuance of Temporary Certificate of Occupancy:

Single family residence ..... 85.00 (C)
All others ..... 175.00 (C)

Mechanical Permit Fees:

Minimum up to $1,000 valuation ..... 40.00 (C)
Each additional $1,000 to $25,000
(round to next higher thousand) ..... 5.00 (C)
Each additional $1,000 above $25,000 ..... 2.50 (C)

Plumbing Permit Fees:

Issuing each permit ..... 40.00 (C)
- For installation, alteration or repair or water treatment equipment ..... 5.00 (C)
- For repair or alteration to drainage or vent piping ..... 5.00 (C)
- Plumbing fixture floor drain or trap - each ..... 5.00 (C)
- Repiping - per structure ..... 30.00 (C)
- Water heater or vent - each ..... 5.00 (C)

Reinspection fee:

For all trades ..... 30.00 (C)
Repeat reinspection on same item ..... 100.00 (C)
Continued repeat inspection (3rd visit or more) ..... 300.00 (C)
- After the third inspection there will be a hearing before the Construction Board of Adjustment and Appeals with possible loss of occupational license and a letter to the CILB

Missed inspection ..... 100.00 (C)

Vacuum Breakers or Backflow Prevention Devices:

One to five ..... 5.00 (C)
Over five, each ..... 0.50 (C)
Gasoline and fuel oil tanks (residential) ..... 10.00 (C)
Septic tank or drain field - each ..... 10.00 (C)
Sewer:
- Commercial - each ..... 60.00 (C)
- Residential - each ..... 50.00 (C)
- Replacement of house sewer:
  - 20' or more in length ..... 50.00 (C)
  - Less than 20' in length ..... 20.00 (C)

Sprinkler system ..... 15.00 (C)

Vehicle for Hire Fees: (Driver permit fees valid from October 1 to September 30)

Taxi Driver permit (per driver, per year)..... 60.00 (C)
Non-Motorized Vehicles:
Application Fee (one time fee per business) ..... 40.00 (C)
Driver Permit:
Initial fee, per driver..... 15.00 (C)
Renewal fee, per driver, per year ..... 5.00 (C)

Well Permit Fees:

Issuing each permit ..... 40.00 (C)
..... plus $4.00 per inch or diameter up to 6",
.....and $2.00 per inch for each inch over 6" in diameter (C)

Landscaping Fees:

First landscaping inspection (included in permit fee)..... 0.00
Re-inspection fee ..... 30.00 (C)

Tree Removal Permits:

Single family residential purposes ..... 35.00 (C)
All other uses of property..... 100.00 (C)
Reinspection of tree (second and third visits)..... 25.00 (C)
Reinspection of tree (each required visit after the third) ..... 75.00 (C)
Request for appeals to Tree Preservation Board ..... 100.00 (C)
Compensation for removing a protected tree .....110.00 per caliper inch dbh (C)

OTHER CHARGES:

Appeals of Building Code heard by Board of Adjustment & Appeals..... 100.00 (C)
Address change and /or additional requests (commercial and residential):
Processing Fee for 1-5 addresses (all requests – approved or denied) ..... 15.00 (C)
Processing Fee per address for six or more addresses
(all requests – approved or denied) ..... 2.00 (C)
Letter of Reciprocity for contractors ..... 15.00 (C)
Off-site advertising sign permit ..... 50.00 (C)
Annual outdoor advertising sign permit (per sign) ..... 50.00 (C)
Street name petitions (per application) ..... 300.00 (C)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:
20” high by 9” wide panel ..... 804.00 (C)
20” high by 18” wide panel ..... 1,608.00 (C)
40” high by 18” wide panel ..... 3,216.00 (C)
60” high by 18” wide panel ..... 4,824.00 (C)
Administrative charge for having overgrown properties mowed,
cleaned or cleared of debris, hazardous trees or other unsightly articles..... 150.00 (C)
Administrative charge for repeated mowing or clearing of properties..... 300.00 (C)
Research charge for release of lien and similar code enforcement
research requests (hourly charge) ..... 25.00 (C)

*Requires a twelve-month contract with one half of the annual amount due upon reservation of the advertising space. The remaining balance will be billed in equal monthly installments.

PUBLICATIONS:

Code books:

National Electrical Code	80.00 (C)
2007 Florida Building Code (Seven volume set)	330.00 (C)
Florida Building Code (Building volume only)	100.00 (C)
Florida Residential Code	90.00 (C)
Florida Building Code (Mechanical/Energy volume only)	80.00 (C)
Florida Building Code (Plumbing/Accessibility volume only)	80.00 (C)
Florida Building Code (Fuel/Gas volume only)	80.00 (C)
Florida Existing Building Code	55.00 (C)
Community Redevelopment Agency Plan	15.50 (C)
Community Redevelopment Agency Plan Amendment for Expansion Area	13.65 (C)
Comprehensive Plan Goals, Objectives and Policies	60.00 (C)
Comprehensive Plan Data, Inventory and Analysis	85.00 (C)
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory and Analysis	10.00 (C)
Land Development Code	30.00 (C)
Land Development Code (zoning article only)	15.00 (C)
Historic Resources Survey (color copy)	58.00 (C)
Historic Resources Survey (black & white copy)	12.80 (C)
Subdivision regulations	10.00 (C)
Park Avenue “Architectural Design Guidelines”	10.00 (C)
Morse Boulevard “Facade Design Guidelines”	10.00 (C)

Maps:

Zoning and future land use map (digital form)	60.00 (C)
Zoning map	10.00 (C)
Future land use map	10.00 (C)

Retrieval and research of plans and documents in storage

(Research and copying costs not included)	15.00 (C)
Additional research	20.00 (C)

Listings:

Business Listings:*

Printed (per page)	0.50 (C)
Label ready format, sheet of 20 (per page)**	2.00 (C)
On diskette (per disk)***	6.00 (C)

* The above orders will include a $50.00 per hour labor/computer charge; 15 minimum ($12.50). Orders will be taken with a three to four day turn around time.

** Labels will not be provided, but the listing will be printed in a copy ready format to reproduce on a label readily available for purchase by the requestor at any office supply retailer.

PUBLIC WORKS FEES

Street Division:

Regular rates (per hour):

Division chief	44.70 (C)
Assistant division chief	36.40 (C)
Field supervisor	33.00 (C)
Foreman/crew leader	31.00 (C)
Traffic Control employee	25.00 (C)
Equipment Operator II and III	29.00 (C)
Street sweeper/Operator I	24.00 (C)
Maintenance Worker	23.00 (C)
Crew (1 Supervisor and 2 Workers)	79.00 (C)

Overtime rates (per hour):

Division chief	67.05 (C)
Assistant division chief	54.60 (C)
Field supervisor	49.50 (C)
Foreman/crew leader	46.50 (C)
Traffic Control employee	37.50 (C)
Equipment Operator II and III	43.50 (C)
Street sweeper/Operator I	36.00 (C)
Maintenance Worker	34.50 (C)
Crew (1 Supervisor and 2 Workers)	118.50 (C)

Holiday rates (per hour):

Division chief	89.40 (C)
Assistant division chief	72.80 (C)
Field supervisor	66.00 (C)
Foreman/crew leader	62.00 (C)
Traffic Control employee	50.00 (C)
Equipment Operator II and III	58.00 (C)
Street sweeper/Operator I	48.00 (C)
Maintenance Worker	42.40 (C)
Crew (1 Supervisor and 2 Workers)	158.00 (C)

Equipment: (per hour)

Excavator	60.00 (C)
Front end loader	60.00 (C)
Vaccon	60.00 (C)
Rubber tire backhoe	30.00 (C)
Street sweeper	30.00 (C)
Semitractor w/trailer	50.00 (C)
Tandem Dump truck	30.00 (C)
Flatbed truck	20.00 (C)
Pickup truck	10.00 (C)
Bobcat/skid steer	22.00 (C)
Miscellaneous drills, saws, 3-4 inch water pumps	10.00 (C)
6” well point/by pass pump	20.00 (C)

Barricade daily rental (each) ..... 1.50 (C)

Facilities Maintenance:

Regular rate (per hour):
- Custodial ..... 24.10 (C)
- Supervisor ..... 43.50 (C)
- Tradesman ..... 30.75 (C)

Overtime rate (per hour):
- Custodial ..... 34.18 (C)
- Supervisor ..... 62.34 (C)
- Tradesman ..... 44.11 (C)

Holiday rate (per hour):
- Custodial ..... 44.25 (C)
- Supervisor ..... 81.17 (C)
- Tradesman ..... 57.46 (C)

Vehicle charge (per hour)..... 14.00 (C)

Decorative Street Light Installation (per pole) ..... 250.00 (C)
Decorative Street Light Maintenance (per pole/per month)..... 2.43 (C)

Engineering:

Driveway fee:
- Basic fee..... 50.00 (C)
- Additional fee for reinspection ..... 30.00 (C)

Final plat review - per lot ..... 100.00 (C)
Pressure test reinspection fee..... 100.00 (C)
Project inspection fee:
- Construction cost:
  - $ 0 - $ 5,000.....10% of construction cost (M)
  - $ 5,000 - $ 20,000..... $500 plus 4% above $5,000 (M)
  - Over $ 20,000 ..... $1,000 plus 3% above $20,000 (M)

Right-of-way Permit Fee .....90.00 (M)

Right-of-way permit for construction projects utilizing all or part of street/sidewalk (daily rate equals 1/10 of the monthly rate for each day:
- Blocking sidewalk .....$1,000.00 per month (M)
- Blocking lane of traffic:
  - Over 5,000 vehicles per day .....$5,000 per month (M)
  - Under 5,000 vehicles per day .....$2,000 per month (M)
- Blocking parking lane:
  - Inside Central Business District .....$3,000 per month (M)
  - Outside Central Business District .....$1,000 per month (M)

Engineering, continued:

Transverse cuts:
- Open cut - paved areas (each cut) ..... 270.00 (C)
- Open cut - right-of- way (each cut) ..... 110.00 (C)
- Open cut - dirt road (each cut) ..... 150.00 (C)
- Bore and jack (each operation) ..... 200.00 (C)

Copies of blueprints ..... 5.00 (C)

Water and Wastewater:
- Commercial plan review fee:
  - First review ..... 125.00 (C)
  - Each revision ..... 50.00 (C)
- Utility inspection (per inspection) ..... 40.00 (C)

REFUSE SERVICE FEES

Monthly Refuse Service Fees:

Residential pickup fee (with recycling bins)	17.47 (C)
Residential recycling cart fee (per recycling cart)	3.31 (C)
Residential charge for each additional garbage cart above two	8.42 (C)
Additional cart maintenance fee for each garbage cart above two	67.09 (C)
Commercial and multi-family units utilizing the cart collection system (per cart)	29.24 (C)

Bulk Pickup – Residential (requires photo and city approval prior to collection):

Bulk yard waste minimum charge	$25.81 (C)
Up to 2 cubic yards	69.32 (C)
Each additional cubic yard above 2	28.89 (C)
Bulk yard waste in excess of 3 yards (per each additional yard)	10.32 (C)

Commercial, compactor and roll-off fees will be billed directly by Waste Pro

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

STORMWATER FEES

Monthly Stormwater Utility Fees:

Single family residential property: (based on square feet of impervious area:

Class 1 (1,099 and smaller)	6.59 (C)
Class 2 (1,100 and 1,699)	8.24 (C)
Class 3 (1,700 and 2,299)	9.89 (C)
Class 4 (2,300 and 2,899)	11.56 (C)
Class 5 (2,900 and 3,499)	13.21 (C)
Class 6 (3,500 and 4,099)	14.85 (C)
Class 7 (4,100 and 4,699)	16.51 (C)
Class 8 (4,700 and 5,299)	18.16 (C)
Class 9 (5,300 and 5,899)	19.80 (C)
Class 10 (5,900 and 6,499)	21.66 (C)
Class 11 (6,500 and 7,099)	23.12 (C)
Class 12 (7,100 and 7,699)	24.77 (C)
Class 13 (7,700 and 8,299)	26.41 (C)
Class 14 (8,300 and 8,899)	28.07 (C)
Class 15 (8,900 and higher)	29.72 (C)

Multi-family residential property:

Apartment unit - per dwelling unit	8.24 (C)
Condominium unit - per dwelling unit	8.24 (C)
Duplex - per dwelling unit	8.24 (C)

Non-residential/commercial property (per ERU)

(ERU = Equivalent Residential Unit of 2,324 sq. ft.)	11.56 (C)

Shoreline Alteration Permit:

Plants only	50.00 (C)
Plants and retaining wall	100.00 (C)

Stormwater Variance Request ..... 200.00 (C)

***** Violations carry a penalty of $500 *****

BOAT USER FEES

Boat Stickers:

Boat sticker costs are computed according to a formula based upon the horsepower (hp) of the motor, plus the length (lg) of the boat, times (*) a set amount.

Annual permit:

City resident ..... hp + lg * $0.50 (C)
Non-resident ..... hp + lg * $0.75 (C)

Annual commercial permit:

City resident ..... hp + lg * $1.00 (C)
Non-resident ..... hp + lg * $1.50 (C)

Half-year permit (January 1 to June 30):

City resident ..... hp + lg * $0.25 (C)
Non-resident ..... hp + lg * $0.375 (C)

Daily user fee (regardless of size of boat and horsepower of motor) ..... $6.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

UTILITY SERVICE FEES

Cut on/off fee:

New service	28.00 (C)
New service - after 4:30 p.m.	38.00 (C)
Broken Lock	15.00 (C)
Broken Yoke	15.00 (C)
Emergency cut on/off - 7:00 a.m. to 3:30 p.m.	No charge (C)
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	15.00 (C)
Emergency cut on/off - after 4:30 p.m.	38.00 (C)
Trip charge	15.00 (C)
Non-payment – up to 4:30 p.m.	40.00 (C)
Non-payment - after 4:30 p.m.	55.00 (C)

Water or Irrigation Deposits:

Inside City:

3/4 inch meter	60.00 (C)
1 inch meter	85.00 (C)
1 ½ inch meter	105.00 (C)
2 inch meter	145.00 (C)
3 inch meter	225.00 (C)
4 inch meter	330.00 (C)
6 inch meter	600.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Outside City:

3/4 inch meter	75.00 (C)
1 inch meter	100.00 (C)
1 ½ inch meter	130.00 (C)
2 inch meter	165.00 (C)
3 inch meter	270.00 (C)
4 inch meter	375.00 (C)
6 inch meter	690.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits:

Inside City:

3/4 inch meter	105.00 (C)
1 inch meter	120.00 (C)
1 ½ inch meter	150.00 (C)
2 inch meter	420.00 (C)
3 inch meter	510.00 (C)
4 inch meter	600.00 (C)
6 inch meter	885.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits (continued):

Outside City:

3/4 inch meter	145.00 (C)
1 inch meter	165.00 (C)
1 ½ inch meter	195.00 (C)
2 inch meter	570.00 (C)
3 inch meter	675.00 (C)
4 inch meter	780.00 (C)
6 inch meter	1,140.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water, Sewer and Garbage Deposits (Inside City Only):

3/4 inch meter	135.00 (C)
1 inch meter	150.00 (C)
1 ½ inch meter	180.00 (C)
2 inch meter	450.00 (C)
3 inch meter	540.00 (C)
4 inch meter	630.00 (C)
6 inch meter	915.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Fire Line Deposits:

Inside City:

1 inch meter	11.25 (C)
2 inch meter	32.00 (C)
3 inch meter	64.00 (C)
4 inch meter	106.50 (C)
6 inch meter	200.00 (C)
8 inch meter	315.00 (C)
10 inch meter	453.00 (C)
12 inch service connection	675.00 (C)
16 inch service connection	980.00 (C)

Outside City:

1 inch meter	14.00 (C)
2 inch meter	40.00 (C)
3 inch meter	80.00 (C)
4 inch meter	133.00 (C)
6 inch meter	250.00 (C)
8 inch meter	393.00 (C)
10 inch meter	566.00 (C)
12 inch service connection	843.00 (C)
16 inch service connection	1,225.00 (C)

Fire Hydrant Meter Deposit ..... 1,500.00 (C)

Meter and Service Installation:

Inside City:

3/4 inch meter	689.00 (C)
1 inch meter	741.00 (C)
1 ½ inch meter	1,420.00 (C)
2 inch meter	1,540.00 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration.

Outside City (*):

3/4 inch meter	861.00 (C)
1 inch meter	926.00 (C)
1 ½ inch meter	1,775.00 (C)
2 inch meter	1,925.00 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration plus 25%.

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

Field Testing Meters (flow test):

5/8 x 3/4 inch meter ..... 26.50 (C)

Bench Testing Meters:

Cost of Test - by meter size - Outside Service Contracted:

5/8 x 3/4 inch meter ..... 41.00 (C)
1 inch meter ..... 53.00 (C)
1 ½ inch meter ..... 67.00 (C)
2 inch meter ..... 82.00 (C)

Cost of Test - by meter size - In-House City Staff Utilized

3/4 inch meter x 1.5 hours ..... 39.75 (C)
1 inch meter x 1.5 hours ..... 39.75 (C)
1 ½ inch meter x 2.0 hours ..... 53.00 (C)
2 inch meter x 2.0 hours ..... 53.00 (C)

No charges will be assessed to a customer if the meter bench test or field test results are outside acceptable limits.

Bacteriological Samples Test Fee:

Sampling (per sample) ..... 25.00 (C)
Sampling after 3:30 p.m. (in addition to sampling fee) ..... 25.00 (C)

Water Impact Fees:

Inside City:

3/4 inch ..... 1,100.00 (C)
1 inch ..... 2,750.00 (C)
1 ½ inch ..... 5,500.00 (C)
2 inch ..... 8,800.00 (C)
3 inch ..... 17,600.00 (C)
4 inch ..... 27,500.00 (C)
6 inch ..... 55,000.00 (C)
8 inch ..... 88,000.00 (C)

Outside City:

3/4 inch ..... 1,375.00 (C)
1 inch ..... 3,440.00 (C)
1 ½ inch ..... 6,875.00 (C)
2 inch ..... 11,000.00 (C)
3 inch ..... 22,000.00 (C)
4 inch ..... 34,375.00 (C)
6 inch ..... 68,750.00 (C)
8 inch ..... 110,000.00 (C)

Water Main Extension Fees:

Inside City, per foot ..... actual cost
Outside City, per foot ..... 1.25 times actual cost

Water main extension fees will be allocated to all affected property owners.

Other charges to be calculated along with the water main extension fee are connection fees, meter costs and installation, deposits, and backflow service fees.

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (inside city):

1 inch fire line ..... 478.00 (C)
2 inch fire line ..... 878.00 (C)
Larger than 2 inch fire line .....(actual cost at time of installation)

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (outside city):

1 inch fire line ..... 598.00 (C)
2 inch fire line ..... 1,098.00 (C)
Larger than 2 inch fire line .....(actual cost at time of installation)

Water Main Tapping Fees (Inside City):

2 inch ..... 153.00 (C)
4 inch ..... 235.00 (C)
6 inch ..... 260.00 (C)
8 inch ..... 296.00 (C)
12 inch ..... 365.00 (C)

Water Main Tapping Fees (Outside City):

2 inch ..... 191.00 (C)
4 inch ..... 294.00 (C)
6 inch ..... 325.00 (C)
8 inch ..... 370.00 (C)
12 inch ..... 456.00 (C)

Meter Relocation Fee:

Inside City:
3/4 inch ..... 493.00 (C)
1 inch ..... 495.00 (C)
1 ½ inch – 2 inch ..... 967.00 (C)
3 inch - 8 inch ..... Labor and materials (C)

Outside City (*):
3/4 inch ..... 616.00 (C)
1 inch ..... 619.00 (C)
1 ½ inch – 2 inch ..... 1,209.00 (C)
3 inch - 8 inch .....Labor and materials plus 25% (C)

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

Sewer Impact Fees:

Inside City:

Impact fee - singe family	2,700.00 (C)
Impact fee - multiple dwelling	2,700.00 (C)
Impact fee - ERC	2,700.00 (C)

Outside City:

Impact fee - singe family	3,375.00 (C)
Impact fee - multiple dwelling	3,375.00 (C)
Impact fee - ERC	3,375.00 (C)

Sewer Laterals:

Installation Fee:

Inside City:

0-6' Deep……	1,785.00 (C)
6-12' Deep……	3,443.00 (C)
>12' Deep……	Actual Cost

Outside City:

0-6' Deep……	2,231.00 (C)
6-12' Deep……	4,304.00 (C)
>12' Deep	1.25 x actual Cost

..plus applicable Orange County Right-of-Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

WATER AND WASTEWATER USAGE FEES (COST BASED)

Inside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	.92	.79	1.94	5.11
Block 2	1.37	.92	2.61	5.11
Block 3	1.94	1.37	3.33	5.11
Block 4	2.61	1.94	4.83	5.11
Block 5	3.33	2.61	4.83	5.11
Block 6	4.83	2.61	4.83	5.11
Base ERM Charge	8.62	8.62	8.62	10.19
Additional Unit Charge	3.15	3.15	3.15	6.27

Outside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.15	.99	2.42	6.38
Block 2	1.72	1.15	3.27	6.38
Block 3	2.42	1.72	4.16	6.38
Block 4	3.27	2.42	6.03	6.38
Block 5	4.16	3.27	6.03	6.38
Block 6	6.03	3.27	6.03	6.38
Base ERM Charge	10.78	10.78	10.78	12.73
Additional Unit Charge	3.93	3.93	3.93	7.83

ERM = Equivalent Residential Meter

Note: sewer charges are capped for residential customers without separate irrigation meters at 14,000 gallons.

WATER AND WASTEWATER USAGE FEES (CONTINUED)

The Monthly Base Charge is based on the size of the meter. The applicable Equivalent Meter Ratio in the table below multiplied by the Base ERM Charge above determines the monthly Base Charge.

Bills for water, sewer and irrigation service are determined using the applicable rates in the tables above and the block sizes in the table below based on meter size.

Block Structure Price Breaks by Meter Size:

		Usage Up To					Usage Over:
		Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Meter Size in Inches	Equivalent Meter Ratio	(1,000 gallons/ month)	(1,000 gallons/ month)	(1,000 gallons/ month)	(1,000 gallons/ month)	(1,000 gallons/ month)	(1,000 gallons/ month)
¾	1	4	8	12	16	20	21
1	2 ½	10	20	30	40	50	51
1 ½	5	20	40	60	80	100	101
2	8	32	64	96	128	160	161
3	16	64	128	192	256	320	321
4	25	100	200	300	400	500	501
6	50	200	400	600	800	1,000	1,001

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

ELECTRIC RATES
(COST)

Residential Rates			
Customer Charge	$	9.35	per month
Energy Charge:			
1st 1,000 kWh	$	0.064850	per kWh
All kWh above 1,000	$	0.076500	per kWh
Fuel Cost Recovery Factor:			
1st 1,000 kWh	$	0.035880	per kWh
All kWh above 1,000	$	0.045880	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Lighting Service (LS-1)			
Fixture and Maintenance Charge (includes energy charge and fuel cost recovery)			Depends upon fixture type
Customer charge (per line of billing):			
Metered accounts	$	3.49	per month
Non metered accounts	$	1.22	per month
Energy & demand charge	$	0.023490	per kWh
Fuel cost recovery factor	$	0.039750	per kWh
Franchise Fee	$	0.060000	
Gross Receipts Tax	$	0.025641	
Electric Utility Tax	$	0.100000	
Subsequent Re-establishment of service	$	10.00	

GENERAL SERVICE ELECTRIC RATES

Non-Demand (GS-1) Rates will also apply to Temporary Service (TS-1)			
Customer Charges:			
Non Metered Accounts	$	6.96	per month
Metered Accounts:			
Secondary Delivery Voltage	$	12.34	per month
Primary Delivery Voltage	$	156.08	per month
Energy Charge	$	0.065520	per kWh
Fuel Cost Recovery Factor	$	0.039750	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2) (For customers with fixed wattage loads operating continuously throughout the billing period)			
Customer Charges:			
Non Metered Accounts	$	7.26	per month
Metered Accounts	$	12.88	per month
Energy Charge	$	0.033090	per kWh
Fuel Cost Recovery Factor	$	0.039750	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Demand (GSD-1) Rates will also apply to Temporary Service (TS) Applicable for any customer other than residential with a measurable annual kWh consumption of 24,000 kWh or greater per year			
Customer Charges:			
Secondary Delivery Voltage	$	12.82	per month
Primary Delivery Voltage	$	162.19	per month
Demand Charge	$	4.48	per kWh
Energy Charge	$	0.037380	per kWh
Fuel Cost Recovery Factor	$	0.039750	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be subject to this adjustment		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

General Service Demand Optional Time of Use (GSDT-1) Closed to new customers as of 06-01-2006			
Customer Charges:			
Secondary Delivery Voltage	$	21.42	per month
Primary Delivery Voltage	$	173.53	per month
Demand Charges:			
Base Demand	$	1.12	per kWh
On Peak Demand	$	3.40	per kWh
Energy Charges:			
On-peak kWh	$	0.062020	per kWh
Off-peak kWh	$	0.025150	per kWh
Fuel Cost Recovery Factors:			
On-peak kWh	$	0.033910	per kWh
Off-peak kWh	$	0.054930	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first $0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

TEMPORARY SERVICE (TS) (Rate from appropriate General Service schedules are applied)
Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes
Deposit required at the time of initiating service

Service Charges			
Opening an account at a new service location	$	61.00	
Utility service application fee	$	5.00	
Reconnect service	$	28.00	
Reconnect service after a disconnection for nonpayment or			
Violation of a rule or regulation	$	40.00	
after normal business hours	$	55.00	
Dishonored check (NSF)	$	25.00	Or 5% of the check amount, whichever is greater
Change of account with leaving service active (applicable to multi-housing only)	$	10.00	
Utility demolition disconnect fee	$	45.00	
Electric meter tampering fee	$	75.00	
Disconnect of electric service at the pole	$	250.00	
Deposit for electric service	$	250.00	Or two months estimated charges, whichever is greater

RESIDENTIAL UNDERGROUND SERVICE FEE (applies to single family residential projects only)	
Remodels	2,000.00
200 amp or less	3,000.00
All services to 400 amp	6,000.00
Greater than 400 amp	Cost to serve

Deposit required for electric service:
..... $250 or two months estimated charges, whichever is greater

FIRE LINE FEES

Inside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	4.25 (C)
2 inch service connection	11.87 (C)
3 inch service connection	23.84 (C)
4 inch service connection	37.02 (C)
6 inch service connection	74.51 (C)
8 inch service connection	119.19 (C)
10 inch service connection	171.39 (C)
12 inch service connection	234.03 (C)
16 inch service connection	339.34 (C)

Outside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	5.33 (C)
2 inch service connection	14.86 (C)
3 inch service connection	29.78 (C)
4 inch service connection	46.26 (C)
6 inch service connection	93.12 (C)
8 inch service connection	148.96 (C)
10 inch service connection	214.22 (C)
12 inch service connection	292.53 (C)
16 inch service connection	424.19 (C)

Hourly charges for city employees and equipment in Utilities Services Division:

Regular rates: (per hour)

Division Chief	49.55 (C)
Assistant Division Chief	44.95 (C)
Field Supervisor	36.26 (C)
Equipment Operator	26.37 (C)
Foreman/Crew Leader	29.25 (C)
Utility Service Worker	21.94 (C)
Locator	23.70 (C)

Overtime rates: (per hour)

Division Chief	74.33 (C)
Assistant Division Chief	67.41 (C)
Field Supervisor	54.39 (C)
Equipment Operator	39.56 (C)
Foreman/Crew Leader	43.88 (C)
Utility Service Worker	32.91 (C)
Locator	35.26 (C)

Hourly charges for city employees and equipment in Utilities Services Division (continued):

Holiday rates: (per hour)

Division Chief	99.10 (C)
Assistant Division Chief	89.90 (C)
Field Supervisor	72.52 (C)
Equipment Operator	52.74 (C)
Foreman/Crew Leader	58.50 (C)
Utility Service Worker	43.88 (C)
Locator	47.40 (C)

Vehicle Charges: (per hour)

Flatbed dump truck	15.00 (C)
Small dump truck	15.00 (C)
Tandem dump truck	30.00 (C)
Pickup truck	15.00 (C)
Crew cab	20.00 (C)
TV Van	75.00 (C)
Locator (call duty) van	15.00 (C)
Vaccon	85.00 (C)
Semitractor	60.00 (C)

Equipment Charges: (per hour)

Pumps, daily (bypass and well point)	30.00 (C)
Rubber tire backhoe	50.00 (C)
Trackhoe	75.00 (C)
Portable trailer generator	45.00 (C)
Directional boring machine	50.00 (C)
Harbin	20.00 (C)
Light tower	15.00 (C)
Vactron	20.00 (C)
Easement hose reel	15.00 (C)
Air compressor	15.00 (C)
Bobcat	25.00 (C)
Misc pumps, saws, compacting equipment, locator equipment, lateral TV camera, hand tools, etc.	10.00 (C)
Barricade daily rental (each)	1.10 (C)

Associated material costs shall be calculated at a rate not to exceed actual cost to the City. Ref: OUC/Winter Park Alliance contract for parts, fittings and supplies.

CROSS CONNECTION CONTROL PROGRAM FEES

Backflow testing charge (per device inside City).....35.00 (M)

Backflow testing charge (per device outside City) .....40.00 (M)

Replacement charges:

Inside City:

1 inch PVB	145.00 (C)
1 inch Reduced pressure	225.00 (C)
1 ½ inch PVB	250.00 (C)
1 ½ inch Reduced pressure	350.00 (C)
2 inch PVB	270.00 (C)
2 inch Reduced pressure	425.00 (C)

Outside City:

1 inch PVB	165.00 (C)
1 inch Reduced pressure	275.00 (C)
1 ½ inch PVB	300.00 (C)
1 ½ inch Reduced pressure	355.00 (C)
2 inch PVB	335.00 (C)
2 inch Reduced pressure	430.00 (C)

Repair charges:

Repair 3/4” – 1” backflow preventors (includes parts and labor)	35.00 (C)
Repair 1 1/4” – 2” backflow preventors (includes parts and labor)	65.00 (C)

All above fees will be added to the customer’s next utility bill after the work is completed and satisfactorily tested.

UTILITY DEMOLITION DISCONNECT FEES

Utility disconnects for demolition:

Inside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

3/4" - 1"	53.00 (C)
2" - 3"	74.00 (C)
4"	118.00 (C)
6"	134.00 (C)
8"	161.00 (C)

Fire lines (cut and cap @ property line):

2"	32.00 (C)
4"	118.00 (C)
6"	134.00 (C)
8"	161.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line:

Up to 6" (per line), 6' deep or less	270.00 (C)
Up to 6" (per line), greater than 6' deep	528.00 (C)

Outside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

3/4" - 1"	66.00 (C)
2" - 3"	93.00 (C)
4"	148.00 (C)
6"	168.00 (C)
8"	201.00 (C)

Outside City:

Fire lines (cut and cap @ property line):

2"	40.00 (C)
4"	148.00 (C)
6"	168.00 (C)
8"	201.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line:

Up to 6" (per line), 6' deep or less	338.00 (C)
Up to 6" (per line), greater than 6' deep	660.00 (C)

Fire hydrant relocation fee:

Inside City	1,691.00 (C)
Outside City	2,114.00+ (C)

applicable Orange County permit fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

LINE STOP FEES

Inside City:

Line stop fees (with contractor or owner support):

4", single	1,232.00 (C)
4", double	2,101.00 (C)
6", single	1,484.00 (C)
6", double	2,633.00 (C)
8", single	2,013.00 (C)
8", double	3,502.00 (C)
10", single	2,423.00 (C)
10", double	4,078.00 (C)
12", single	2,851.00 (C)
12", double	4,945.00 (C)

Line stop fees (with no support from contractor or owner):

4", single	1,873.00 (C)
4", double	3,271.00 (C)
6", single	2,068.00 (C)
6", double	3,617.00 (C)
8", single	2,412.00 (C)
8", double	4,125.00 (C)
10", single	2,986.00 (C)
10", double	4,756.00 (C)
12", single	3,510.00 (C)
12", double	5,928.00 (C)

Outside City:

Line stop fees (with contractor or owner support):

4", single	1,540.00 (C)
4", double	2,626.00 (C)
6", single	1,855.00 (C)
6", double	3,291.00 (C)
8", single	2,516.00 (C)
8", double	4,378.00 (C)
10", single	3,029.00 (C)
10", double	5,098.00 (C)
12", single	3,564.00 (C)
12", double	6,181.00 (C)

Outside City:

Line stop fees (with no support from contractor or owner):

4", single	2,341.00 (C)
4", double	4,089.00 (C)
6", single	2,585.00 (C)
6", double	4,522.00 (C)
8", single	3,015.00 (C)
8", double	5,156.00 (C)
10", single	3,733.00 (C)
10", double	5,845.00 (C)
12", single	4,388.00 (C)
12", double	7,410.00 (C)

Support from contractor or owner includes assisting the line stop procedure by excavating around pipe, and provide backhoe as needed. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

No support from contractor or owner would indicate that the City will perform the line stop procedure entirely with no assistance from the contractor or owner.

Fees include all fittings and materials required to complete line stop.

Plus Orange County right-of-way permit use fees

Perform Electro Fusion Process for HDPE Couplings and Fittings (2" – 12", two couplings or fittings max:

Inside City	248.00 (C)
Outside City	310.00 (C)

Contractor to prepare work area or excavation, HDPE pipe to be exposed and clean in a safe working environment. City crew will prep pipe and supply necessary equipment to perform electro fusion process. Contractor to furnish couplings or fittings. Additional couplings/fittings shall be fused at the same rate as above. If in the County, City is to be named on the Orange County Permit to enable work to be performed under contractors permit.

INDUSTRIAL WASTE FEES

A formula is used to determine the surcharges. The surcharge is proportionate to the water consumption. The more water used, the higher the surcharge will be, likewise, the less water used the lower the surcharge will be.

The charges are based on three factors:

- Biological Oxygen Demand (BOD)
- Suspended Solids (SS)
- Oil and Grease

Biological Oxygen Demand (BOD):

BOD is a measurement of the amount of oxygen being depleted in the wastewater. Oxygen depletion can occur because of a number of reasons. The main reason is the decaying of organics. Anything that had life in it at one time will use oxygen in its decaying process. Oxygen is critical for the proper treatment of wastewater. It is very expensive to oxidated wastewater. This test is performed in our laboratory. It takes five days to get the results back. The maximum allowable limit is 300 ppm.

Suspended Solids (SS):

Suspended solids are any solids that will not settle in moving water. This test is performed in our laboratory. We actually bake the water out of the sample. The maximum allowable limit is 300 ppm.

Oil and Grease:

Any petroleum product, oil based product, or animal or vegetable fat will show up as an oil or grease. An outside laboratory on an as needed basis performs this test.

Other substances that we periodically check for are:

- Chemical Oxygen Demand
- All Chemicals
- All Metals
- Petroleum Base Products
- Oil
- Grease
- Miscellaneous Substances

The average monthly surcharge for an industrial waste customer ..... 68.94 (C)

This can be broken down as follows:

Average BOD ..... 894 PPM
Average SS ..... 402 PPM

The size and nature of the business will affect the average charges.

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

Copies:
- Parking or uniform traffic citation ..... 0.15 (S)
- Double sided copies ..... 0.20 (S)
- Certified copies ..... 1.00 (S)
- Reports except traffic or homicide (per page) ..... 0.15 (S)
- Traffic or homicide reports ..... 25.00 (S)

Fingerprinting of civilians (except employee applicants) (city residents) ..... 5.00 (C)
Fingerprinting of civilians (except employee applicants) (non-residents) ..... 10.00 (C)
Photographs, recordings and videos on CD ..... 5.00 (S)
Audio tapes (including 911 calls) ..... 5.00 (S)
Video copy of DUI cases ..... 5.00 (S)
Background checks ..... 5.00 (C)
Crash report ..... 2.00 (S)
Good conduct letter ..... 10.00 (C)

Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time.

Off-Duty Police Services (three hour minimum):

Regular Off-Duty Rates per Hour:
- Police officer ..... 35.00 (C)
- Details requiring a police supervisor ..... 40.00 (C)

Holiday Off-Duty Rates per Hour:
- Police officer ..... 48.00 (C)
- Details requiring a police supervisor ..... 53.00 (C)

Civil Penalty Fines:

Interference with overtime parking enforcement ..... 50.00 (M)
Tampering with immobilization device ..... 100.00 (M)
Removal of immobilization device by enforcement officer ..... 75.00 (M)
Skateboarding within central business district ..... 10.00 (M)

Responding to false alarms:

First response 0.00
Second and third response within 6 months of first response 0.00
Business:
- Fourth response within 6 months of third response ..... 50.00 (M)
- All succeeding responses within 6 months of the last response ..... 100.00 (M)

Residential:
- Fourth response within 6 months of third response ..... 25.00 (M)
- All succeeding responses within 6 months of the last response ..... 50.00 (M)

Parking Fines: *

Each fine amount includes a $5.00 surcharge as authorized by Florida State Stature 316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossing Guard programs within the City of Winter Park

Blocking drive or roadway (travel lane/obstructing traffic)	25.00 (M)
Bus zone or taxi stand	25.00 (M)
Disabled only/permit required	255.00 (S)
Double parking	25.00 (M)
Extended over lines	25.00 (M)
Fire lane/hydrant/red curb	110.00 (S)
Loading zone (commercial vehicles only)	25.00 (M)
Other	25.00 (M)
On parkway	25.00 (M)
On sidewalk/crosswalk	25.00 (M)
Over posted time limit	25.00 (M)
Parking prohibited (yellow curb/no sign)	25.00 (M)
Rear or left wheels to curb	25.00 (M)
Successive overtime (each offense)	45.00 (M)
Unauthorized (reserved) space	25.00 (M)
Where signs prohibit	25.00 (M)
Movement of vehicle in Central Business District to circumvent posted parking restrictions	55.00 (M)

* After five days, an additional $5.00 will be assessed for any of the parking fines listed above.

* After receiving a mailed *Notice of Summons* for any or the above parking fines, an additional $15.00 will be assessed.

Traffic signal violations:

Red light camera infraction	158.00 (S)

FIRE FEES:

EMS Transport Fee:

Transport.....610.00 (M)

Plus distance transported from incident location to medical facility ...8.50 per mile (M)
HIPAA qualified patient information package (per patient event).....50.00 (C)

Motor Vehicle Fire Response:

Motor Vehicle Fire Response: …….. 500.00 (M)

False Alarm Response fee:

First response…… 0.00 (M)
Second and third response within 6 months of first response.....0.00 (M)
Fourth response within 6 months of third response .....100.00 (M)
All succeeding within 6 months of the last response.....250.00 (M)
Known alarm is activated by on scene construction workers
or alarm company technicians.....200.00 (M)

Film or photographic reproductions (plus the cost of reproduction)..... 25.00 (C)

Fire/Rescue Service fees:

Hourly Charges for city employees and equipment:
Command unit/Chief officer, per hour or part thereof..... 125.00 (C)
Engine company, per hour or part thereof..... 225.00 (C)
Ladder company, per hour or part thereof..... 275.00 (C)
Rescue unit, per hour or part thereof ..... 200.00 (C)
Special needs..... Figured on a cost recovery basis (C)
Hazardous materials cost recovery fees and/or response to intentional, malicious or negligently incidents are based on the cost of manpower, equipment and materials used.

Fire inspections:
After hour inspections..... 200.00 (C)
Maintenance reinspection fee:
First reinspection ..... No Charge (M)
Second reinspection.....40.00 (M)
Third reinspection.....60.00 (M)
Fourth reinspection.....100.00 (M)
Any subsequent reinspections .....100.00 (M)

Inspector Training fee, per project.....25.00 (M)

FIRE FEES (continued):

Licensing Fees:

Health Department inspections ..... 40.00 (M)
HRS inspections ..... 40.00 (M)
Occupational License inspections ..... 40.00 (M)

Permits By Use: (annual registration fee)

Ammunition, explosives and blasting agents ..... 40.00 (M)
Burn permits (bonfires) ..... 40.00 (M)
Cryogenic fluids ..... 40.00 (M)
Dry cleaning plants ..... 40.00 (M)
Fire lane permits ..... 40.00 (M)
Fireworks ..... 40.00 (M)
Flammable/combustible liquids ..... 40.00 (M)
High piled combustible stock ..... 40.00 (M)
Hazardous chemicals ..... 40.00 (M)

Permits By Use: (annual registration fee, continued)

LP gas ..... 40.00 (M)
Lumber storage ..... 40.00 (M)
Places of assembly ..... 40.00 (M)
Repair garages ..... 40.00 (M)
Tents and air supported structures ..... 40.00 (M)

Plans Review Fees:

Construction plans review - new and existing:
- $1,000 value or less (no inspector training fee). ..... 25.00 (M)
- $1,001 value or over ..... 55.00 plus 0.05% of total work (M)
- Revised plans 25.00 (unless more than 50% of original plan, then full fee applies) (M)

Construction inspections ..... 25.00 or 1/2% of valuation (whichever is greater) (M)
- After hour inspections ..... 200.00 (M)

Construction reinspection fees:
- First reinspection ..... 40.00 (M)
- Second reinspection ..... 50.00 (M)
- Additional reinspection ..... 100.00 (M)

Fire alarm systems:
- $1,000 value or less ..... 45.00 (M)
- $1,001 value or over ..... 75.00 (M)

Fire protections systems ..... 75.00 plus 0.09% of total value of work (M)

Special Detail Services:

Personnel requested or required to be detailed for
- Special events (minimum of 3 hours) ..... 35.00 per hour/per employee (C)
- Special events (supervisor, if necessary) ..... $45.00 per hour/per supervisor (C)

FIRE FEES (continued):

Public Education Services:

Fire station birthday party program:
- Basic program ..... 160.50 (C)
  - Plus $5.00 per person up to a maximum of 20 attendees

First aid class (per student) ..... 20.00 (C)
CPR classes (per student) ..... 35.00 (C)
Combination first aid and CPR class (per student) ..... 50.00 (C)
Babysitter training class (per student) ..... 55.00 (C)

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball ..... $450.00 plus tax per season (C)

Field Rental Rates:

Cady Way, Lake Island and Ward Park Athletic Fields:
- Before 5:00 p.m., per hour, (all fields except Ward B and C) ..... 29.00 (C)
- After 5:00 p.m., per hour, (all fields except Ward B and C) ..... 52.00 (C)

Ward B Athletic Field:
- Before 5:00 p.m., per hour, ... 40.00 (C)
- After 5:00 p.m., per hour, ... 65.00 (C)

Ward C Athletic Field:
- Before 5:00 p.m., per hour, ... 20.00 (C)
- After 5:00 p.m., per hour, ... 40.00 (C)

Unscheduled or late reservation rates (less than 48 hours),
per hour/before 5:00 pm ..... 50.00 (M

Unscheduled or late reservation rates (less than 48 hours),
per hour/after 5:00 pm ..... 75.00 (M)

Field prep (lines), per field each time (standard lining) ..... 50.00 (C)

Field prep (lines), per field each time (specialty lining) ..... 100.00 (C)

Field prep (lines), for late reservations per field ..... 100.00 (C)

All day (8:00 am to 9:00 pm) ..... 450.00 (C)

Winter Park Youth League Fee:
- Lake Island, Showalter East and Ward A (flat fee) ..... 25.00 (C)
- 20% discount for Ward B, C and D (specific guidelines required)

PARKS AND RECREATION FEES (CONTINUED)

Bus Use Fees:

Hourly rate (four hour minimum, 100 mile maximum) ..... 75.00 (M)
Deposit 100.00 (M)
Cancellation fee (within 72 hours of scheduled use) ..... 100.00 (M)

Program Fees:

Facility Use Fee Cards:

Resident 0.00 (M)
Non-resident ..... 10.00 (M)

After School Program:

Resident (per week) ..... 10.00 (M)
Non-resident (per week) ..... 30.00 (M)
Registration fee ..... 25.00 (M)
Fee for students qualifying for reduced lunch, (per week), (City residents only) ... 5.00 (M)
Fee for students qualifying for free lunch, (per week), (City residents only) ..... 2.00 (M)

Teen Camp Program (completed grades 5 – 8, per week):
- Resident ..... 35.00 (M)
- Free/reduced lunch programs:
  - 1st child ..... 25.00 (M)
  - Each additional child ..... 20.00 (M)
- Non-resident ..... 55.00 (M)
- Registration fee ..... 25.00 (M)

Summer Camp Program (completed grades K – 4, per week):
- Resident:
  - 1st child in family ..... 60.00 (M)
  - Each additional child in family ..... 50.00 (M)
- Non-resident ..... 85.00 (M)
- Free/reduced lunch, 1st child ..... 25.00 (M)
- Free/reduced lunch, each additional child ..... 20.00 (M)
- Registration Fee ..... 25.00 (M)

Schools Out Program (single day camp during school year holidays:
- Resident, per day ..... 8.00 (M)
- Non-resident, per day ..... 12.00 (M)

PARKS AND RECREATION FEES (CONTINUED)

Holiday Camps:
- Fall Camp – 3 days:
  - Resident ..... 20.00 (M)
  - Non-resident ..... 30.00 (M)
- Winter Holiday Camp – two 4 day sessions:
  - Resident, each 4 day session ..... 25.00 (M)
  - Non-resident, each 4 day session ..... 35.00 (M)
- Spring Break Camp, 5 days:
  - Resident ..... 30.00 (M)
  - Non-resident ..... 40.00 (M)

Before and After Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs):
- Schools Out Days, per day ..... 2.00 (M)
- Holiday and Summer Camps, per week ..... 5.00 (M)

General Program Guidelines:
- Youth/Teen Program Fees (based on minimum enrollment) ..... Direct Cost
- Adult Programs (based on minimum enrollment) ..... Direct Costs plus 15%

Contracted program fees will not exceed 110% of the regional market rate for a similar program. CRA funded programs will be offered at a zero to nominal fee.

Community Center Pool:
- Daily (resident) ..... 2.00 (M)
- Daily (non-resident) ..... 4.00 (M)
- Group rate (residents, over 15 guests in a group, per group member) ..... 1.50 (M)
- Group rate (non-residents, over 15 guests in a group, per group member) ..... 3.50 (M)
- Ten visit punch pass (resident) ..... 15.00 (M)
- Ten visit punch pass (non-resident) ..... 30.00 (M)
- Pool rental:
  - Less than thirty guests (hourly) ..... 75.00 (M)
  - Additional hourly fee per fifteen guests over initial thirty guests ..... 15.00 (M)
  - Deposit ..... 400.00 (M)

PARKS AND RECREATION FEES (CONTINUED)

Fitness/Weight Room:
- Annual Pass:
  - Resident ..... 80.00 (M)
  - Non-resident ..... 150.00 (M)
  - CRA area resident ..... 55.00 (M)
- Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend training)
  - Resident ..... 30.00 (M)
- Non-resident ..... 50.00 (M)

Fitness/Weight Room (continued):
- Monthly Pass:
  - Resident ..... 12.00 (M)
  - Non-resident ..... 24.00 (M)
  - CRA area resident ..... 7.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

CEMETERY FEES

Palm Cemetery:

Single space - resident	5,000.00 (M)
Single space – qualified non-resident	5,500.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space	170.00 (M)
Interment of cremains:	
Weekdays	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains internment:	
Weekdays	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays	1,098.00 (M)
Saturdays	1,295.00 (M)
Mausoleum space (limited number of spaces)	80,000.00 (M)

Pineywood Cemetery:

Single space - resident	2,000.00 (M)
Single space – qualified non-resident	2,500.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space	170.00 (M)
Cremation space	420.00 (M)
Qualified non-resident cremation space	480.00 (M)
Internment of cremains:	
Weekdays	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains internment:	
Weekdays	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays	1,095.00 (M)
Saturdays	1,295.00 (M)

Columbarium:

Single or Double space:	
Resident	2,195.00 (M)
Qualified non-resident	2,800.00 (M)
Internment (Saturday)	350.00 (M)
Tent for columbarium internment	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2011

GOLF COURSE FEES

Green Fees (November – April) for Residents:

9 hole ticket (includes sales tax)	13.00 (M)
9 hole Jr. ticket (includes sales tax)	11.00 (M)
City employees (includes sales tax)	7.00 (M)
Adult replay rate	7.00 (M)
Junior replay rate	6.00 (M)

Green Fees (November – April) for Non-residents:

9 hole ticket (includes sales tax)	15.00 (M)
9 hole Jr. ticket (includes sales tax)	11.00 (M)
City employees (includes sales tax)	7.00 (M)
Adult replay rate	9.00 (M)
Junior replay rate	6.00 (M)

Green Fees (May – October) for Residents:

9 hole ticket (includes sales tax)	12.00 (M)
9 hole Jr. ticket (includes sales tax)	10.00 (M)
City employees (includes sales tax)	5.50 (M)
Adult replay rate	6.00 (M)
Junior replay rate	5.00 (M)

Green Fees (May – October) for Non-residents:

9 hole ticket (includes sales tax)	14.00 (M)
9 hole Jr. ticket (includes sales tax)	10.00 (M)
City employees (includes sales tax)	5.50 (M)
Adult replay rate	8.00 (M)
Junior replay rate	5.00 (M)

Annual Play Pass (weekday only):

Single resident (pre-tax)	609.00 (M)
Double resident (pre-tax)	918.75 (M)
Single non-resident (pre-tax)	866.00 (M)
Double non-resident (pre-tax)	1,296.75 (M)
Jr. membership (resident or non-resident) (pre-tax)	304.50 (M)
Corporate membership (16 members at $449) (pre-tax)	8,800.00 (M)
City employee rate	500.00 (M)
Ten-Round Pass (November – April), includes tax	120.00 (M)
Ten-Round Pass (May - October), includes tax	110.00 (M)

GOLF COURSE FEES (CONTINUED)

Annual Play Pass (all week):

Single resident (pre-tax)	651.63 (M)
Double resident (pre-tax)	983.06 (M)
Single non-resident (pre-tax)	826.89 (M)
Double non-resident (pre-tax)	1,387.52 (M)
Jr. membership (resident or non-resident) (pre-tax)	325.82 (M)
Corporate membership (16 members at $449) (pre-tax)	8,800.00 (M)
City employee rate	650.00 (M)
Ten-Round Pass (November – April), includes tax	140.00 (M)
Ten-Round Pass (May - October), includes tax	120.00 (M)

Cart Rental:

9-Hole – Single (includes sales tax)	7.00 (M)
9-Hole – Double (includes sales tax)	14.00 (M)
Pull cart (includes sales tax)	2.00 (M)
Rental clubs (includes sales tax)	6.00 (M)

Club Rental (includes tax)	6.00 (M)
Club Storage (includes tax)	40.00 (M)

Tournament Fees (includes tax):

Night scramble (40 person minimum)	910.00 (M)
Each additional golfer above 40	25.00 (M)
Private scramble (maximum of one per month, 48 person minimum)	1,200.00 (M)
Each additional golfer above 48	25.00 (M)

Discount passes:

Frequent golfer pass ($2 off each round)	75.00 (M)
Merchandise discount pass (15% off merchandise, food, beverages)	75.00 (M)

Groupon, SaveMyCity and other such marketing discounts as well as seasonal discounts may be offered at the discretion of the City Manager

Advertising:

Scorecard ad space (one year, per ad)	1,000.00 (M)
Newsletter ad space (quarterly, per ad)	250.00 (M)

Lecture series tickets	10.00 (M)

TENNIS FEES

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:

- Resident - one adult ..... 185.00 (M)
- Resident - family (2 or more) ..... 275.00 (M)
- Resident - youth (17 or under) ..... 86.00 (M)
- Non-resident - one adult ..... 246.00 (M)
- Non-resident - family (2 or more) ..... 327.00 (M)
- Non-resident - youth (17 or under) ..... 115.00 (M)
- City employee ..... 84.00 (M)
- Seniors receive a $25 discount on adult price (age 65 years or older)

Hard Courts Only:

- Resident - one adult ..... 84.00 (M)
- Resident - family (2 or more) ..... 150.00 (M)
- Resident - youth (17 or under) ..... 45.00 (M)
- Non-resident - one adult ..... 155.00 (M)
- Non-resident - family (2 or more) ..... 230.00 (M)
- Non-resident - youth (17 or under) ..... 69.00 (M)
- City employee ..... 51.00 (M)
- Seniors receive a $25 discount on adult price (age 65 years or older)

Annual Annual Play Passes:

All Courts:

- Resident - one adult ..... 336.00 (M)
- Resident - family (2 or more) ..... 490.00 (M)
- Resident - youth (17 or under) ..... 126.00 (M)
- Non-resident - one adult ..... 435.00 (M)
- Non-resident - family (2 or more) ..... 575.00 (M)
- Non-resident - youth (17 or under) ..... 173.00 (M)
- City employee ..... 144.00 (M)
- Seniors receive a $25 discount on adult price (age 65 years or older)

Hard Courts Only:

- Resident - one adult ..... 157.00 (M)
- Resident - family (2 or more) ..... 276.00 (M)
- Resident - youth (17 or under) ..... 69.00 (M)
- Non-resident - one adult ..... 252.00 (M)
- Non-resident - family (2 or more) ..... 374.00 (M)
- Non-resident - youth (17 or under) ..... 103.00 (M)
- City employee ..... 75.00 (M)
- Seniors receive a $25 discount on adult price (age 65 years or older)

FOR HARD COURTS: With hard court punch card, pay additional $1.00 to upgrade to clay. With hard court membership, pay additional $2.00 to upgrade to clay courts up to six upgrades. After six upgrades, member may plan on clay only by upgrading membership to ALL COURT, 10 play punch card or clay court fee.

TENNIS FEES (CONTINUED)

Non-Play Pass Fees ($1.00 off with Facility Use Card):

Singles - 1 ½ hours; Doubles - 2 hours (Residents)
- Clay court (includes tax) ..... 6.00 (M)
- Hard court (includes tax) ..... 5.00 (M)

City employee:
- Clay court (includes tax) ..... 3.00 (M)
- Hard court (includes tax) ..... 2.00 (M)

Child, non-prime time, hourly:
- Hard court (includes tax):
  - Resident ..... 4.00 (M)
- Soft court (includes tax):
  - Resident ..... 3.00 (M)

Tennis Passes: (10 play passes)

Clay courts:
- Pass ..... 55.00 (M)

Hard courts:
- Pass ..... 45.00 (M)

Adult Tennis Programs:
- Beginning/Intermediate, various times, four 1-hour sessions, monthly fee .... 50.00 (M)
- Men's Advanced, Mondays, 7:00 – 8:30pm, four sessions, monthly fee ..... 97.50 (M)
- Various 1-hour adult non-team clinic, various times, hourly fee ..... 9.00 (M)
- Friday night clay court round robin, 1st and 3rd Fridays, 6:30 – 8:30pm:
  - Members ..... 0.00 (M)
  - Non-members ..... 6.00 (M)
- Men's Challenge Ladder, various times:
  - Members (all courts) ..... 0.00 (M)
  - Non-members (clay court) ..... 6.00 (M)
  - Non-members (hard court) ..... 5.00 (M)

Junior Tennis Programs:
- 3-4 years old, Tues/Thurs/Sat 45 minutes, monthly fee:
  - 1 day per week 45.00
  - 2 days per week 85.00
- 5-10 years old, Tues/Thurs/Sat 60 minutes, one day per week 60.00
- 11 years old, Tues/Thurs/Sat 60 minutes, 2 days per week 110.00
- Age 10 years and under, Monday/Wednesday, monthly fee:
  - Junior pre tournament training, 90 minutes, two days per week 150.00

TENNIS FEES (CONTINUED)

Junior Tennis Programs (continued):

After School Programs:

High School, Tue/Wed/Thu, 4:00 – 6:00pm, monthly fee:

2 days per week ..... 290.00 (M)
3 days per week ..... 390.00 (M)

Middle School, Tue/Thu 5:00 – 7:00 pm, monthly fee:

2 days per week ..... 290.00 (M)
3 days per week ..... 275.00 (M)

Middle/High School Summer Camp, day/time TBD, weekly fee ..... 275.00 (M)
Recreation Camp, day/time TBD, weekly fee..... 132.00-195.00 (M)
Weekend camp, day/time TBD, daily fee ..... 55.00 (M)

Other Tennis Fees:

Private lessons, fee dependent on instructor, hourly ..... 40.00 – 95.00 (M)
Semi-private lessons, fee dependent on instructor, half hour ..... 40.00 – 95.00 (M)
Group lessons, dependent on instructor, hourly ..... 40.00 – 95.00 (M)
Team clinic, dependent on instructor, hourly ..... 40.00 – 95.00 (M)
Junior tournament entry fee ..... 40.00 (M)
League rate
(if at least 75% of team roster are not members of tennis center) ..... 100.00 (M)
Ball rental machine, hourly ..... 20.00 (M)
Annual ball machine membership, per person
(twenty memberships available) 150.00
Annual ball machine membership, family
(twenty memberships available) 200.00

Groupon, Living Social, SaveMyCity and other such marketing and seasonal discounts may be offered at the discretion of the City Manager

Before any contract agreement is reached with such discount organizations and subcontractor, the subcontractor must submit the terms for approval to the City Manager through the Parks and Recreation Department Management.

Tennis Instructors must be contracted through management company

Tournament Entry Fees: (includes tennis balls)

Court fee (2 hour time frame, x number of courts x number of two hour time frames = base fee:

First day of tournament	Base fee, less 10% (M)
Second day of tournament	Base fee, less 25% (M)
Third day of tournament	Base fee, less 30% (M)
Fourth day of tournament	Base fee, less 35% (M)
Fifth day of tournament	Base fee, less 40% (M)

No tournaments may be longer than five days, holidays are time and one half rates. The price includes six folding tables and twenty five chairs and a pop up tent.

A roster is required for league and team play. 75% of roster must be members, or pay a $100 flat fee and the hourly rates.

RECREATION FACILITY RENTAL FEES

AZALEA LANE RECREATION CENTER - Meeting room: (20% discount off regular fee for residents)

East Room (30' x 30'):
- Hourly ..... 50.00 (M)
- Deposit ..... 150.00 (M)
- Continuous user (hourly) ..... 40.00 (M)

West Room (30' x 50'):
- Hourly ..... 70.00 (M)
- Deposit ..... 150.00 (M)
- Continuous user (hourly) ..... 50.00 (M)

CIVIC CENTER: (20% discount off regular fee for residents)

Continuous Users (at least 6 times in 6 months):

Ballroom:
- Hourly ..... 100.00 (M)
- Deposit ..... 300.00 (M)

Meeting Rooms:
- Hourly ..... 45.00 (M)
- Deposit ..... 200.00 (M)

Kitchen: (set up fee and deposit are not applicable)
- Hourly ..... 45.00 (M)

One Time Users:

Ballroom:
- Hourly ..... 160.00 (M)
- Deposit ..... 400.00 (M)

Meeting Rooms:
- Hourly ..... 70.00 (M)
- Deposit ..... 200.00 (M)

Patio:
- Hourly ..... 100.00 (M)
- Deposit ..... 100.00 (M)

Kitchen: (set up fee and deposits are not applicable)
- Hourly ..... 70.00 (M)

Ballroom and kitchen:
- Fridays and Saturdays (11:00 am – midnight) ..... 2,000.00 (M)
- Deposit ..... 500.00 (M)

Entire building for a full day:
- Fridays and Saturdays (11:00 am – midnight) ..... 2,800.00 (M)
- Deposit ..... 500.00 (M)

Cancellation Fee, Civic Center only:
- Cancellation for any reason ..... Full deposit retention

RECREATION FACILITY RENTAL FEES (CONTINUED)

COMMUNITY CENTER:

City resident/employee discount off regular rental fee 20%
CRA district resident discount off regular rental fee 25%
Non-profit organization discount off regular rental fee 30%

Continuous User:

Small room, A or B, hourly ..... 40.00 (M)
Large room, C or D, hourly ..... 60.00 (M)
Ballroom; A,B,C and D combined, hourly ..... 150.00 (M)
Rooms C, D and kitchen combined, hourly ..... 140.00 (M)
Ballroom and kitchen combined, hourly ..... 170.00 (M)
Kitchen, hourly ..... 30.00 (M)
Amhitheater (outdoor stage), hourly ..... 50.00 (M)
Gymnasium:
- Half of gym, hourly ..... 40.00 (M)
- Entire gym, hourly ..... 100.00 (M)

Deposit (each meeting room/amphitheater, kitchen) ..... 100.00 (M)

One Time User:

Small room, A or B, hourly ..... 55.00 (M)
Large room, C or D, hourly ..... 80.00 (M)
Ballroom; A,B,C and D combined, hourly ..... 220.00 (M)
Rooms C, D and kitchen combined, hourly ..... 190.00 (M)
- Full day flat rate ..... 1,100.00 (M)

Ballroom and kitchen combined, hourly ..... 240.00 (M)
- Full day flat rate ..... 1,200.00 (M)

Kitchen, hourly ..... 50.00 (M)
Amhitheater (outdoor stage):
- Two hours ..... 175.00 (M)
- Six hours ..... 500.00 (M)

Gymnasium:
- Half of gym, hourly ..... 50.00 (M)
- Entire gym, hourly ..... 125.00 (M)

Deposit:
- Each meeting room/amphitheater, kitchen ..... 100.00 (M)
- Ballroom A,B,C and D combined ..... 400.00 (M)

Unscheduled time premium over regular rate, hourly ..... 15.00 (M)

RECREATION FACILITY RENTAL FEES (CONTINUED)

COUNTRY CLUB (20% discount off regular fee for residents):

Continuous User:

Dining Room:

Hourly ..... 70.00 (M)
Deposit ..... 100.00 (M)

One Time User - (Friday and Saturday)

6 p.m. to 12 midnight ..... 600.00 (M)
Deposit ..... 250.00 (M)

One Time User - Hourly: (Sunday through Thursday)

Dining Room (hourly) ..... 100.00 (M)
Deposit (per room) ..... 250.00 (M)
Dining room hourly weekdays ..... 100.00 (M)

FARMER'S MARKET:

Saturday Market:

12' x 10' space (per week) ..... 21.00 (M)
Additional 6 feet (per week) ..... 12.00 (M)
12' x 10' inside space with or without electricity (per week) ..... 27.00 (M)
Outside space with electricity (per week) ..... 25.00 (M)
Part-Time Vendor Fees:
12' x 10' space (per week) ..... 31.00 (M)
Additional 6 feet (per week) ..... 22.00 (M)
12' x 10' inside space with or without electricity (per week) ..... 37.00 (M)
Outside space with electricity (per week) ..... 35.00 (M)
Vendor's deposit ..... 50.00 (M)

Building Rental: (20% discount off regular fee for residents):

Continuous User - Hourly: (Sunday through Thursday)

Hourly ..... 70.00 (M)

One Time User:

Hourly ..... 140.00 (M)
All day rate (11:00 am to midnight, except Fridays and Saturdays) .... 1,000.00 (M)

Entire Building

6:00 p.m. to midnight, Fri. and Sat. (set time 4:00 pm – 6:00 pm) ... 1,100.00 (M)
Parking Lot - in addition to building rental ..... 350.00 (M)
Deposit ..... 300.00 (M)

RECREATION FACILITY RENTAL FEES (CONTINUED)

LAKE ISLAND RECREATION CENTER - Meeting room:

Daily rate, Monday - Friday. ..... 400.00 (M)
Weekly rate, Monday – Friday, 8:00am – 5:00 pm ..... 500.00 (M)
Continuous User:
- Hourly ..... 50.00 (M)
- Deposit ..... 200.00 (M)

One Time User:
- Hourly ..... 80.00 (M)
- Deposit ..... 200.00 (M)

Winter Park Welcome Center:

Winter Park Community Foundation Room
(includes catering kitchen, restrooms and outdoor patio):
- Weekday for 1 – 4 hours, per hour ..... 70.00 (M)
- Weekday for over 4 hours, per hour ..... 60.00 (M)
- Series of 4 or more rentals for 1 - 4 hours, per hour ..... 60.00 (M)
- Series of 4 or more rentals for over 4 hours, per hour ..... 50.00 (M)
- Weekend (all day) ..... 500.00 (M)

Note: rental rates can be reduced by 50% for one half of room

Entire First Floor (includes Galloway Foundation gallery, Welcome gallery and Winter Park Health Foundation Community Room):
- Weekday (until 6:00 pm) ..... not available
- Weekday (after 6:00 pm), per hour ..... 90.00 (M)
- Weekend (all day) ..... 750.00 (M)
- Fire marshal, required to be on site for events hosting over 90 people, per hour ..... 25.00 (M)

Additional one-time fees:
- Cleaning (for events over 4 hours) ..... 30.00 (M)
- Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour ..... 20.00 (M)
- Staffing (weekends), per hour ..... 25.00 (M)

Gallery display use deposit ..... 100.00 (M)
Gallary display use cancellation fee (if cancellation is made less than thirty days in advance) ..... 25.00 (M)

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% resident discount):
- Small Pavilion:
  - Full day ..... 50.00 (M)
  - Half day ..... 30.00 (M)

Central Park:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
  - Large events (400 – 2,000 people) ..... 1,650.00 (M)
  - Significant events 2,001 + people ..... 2,750.00 (M)
- Rose Garden wedding ..... 250.00 (M)
- Deposit ..... 100.00 (M)

Central Park West Meadows:
- Group Events (fee is doubled for functions charging admission):
  - Small events (less than 400 people) ..... 550.00 (M)
  - Large events (400 – 2,000 people) ..... 1,650.00 (M)
  - Significant events 2,001 + people ..... 2,750.00 (M)

Mead Garden:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
  - Large events (400 – 2,000 people) ..... 1,650.00 (M)
  - Significant events 2,001 + people ..... 2,750.00 (M)
- Amphitheater (two hours) ..... 225.00 (M)
  - Deposit ..... 100.00 (M)
- Large Pavilion (20% resident discount):
  - Full day ..... 90.00 (M)
  - Half day (open to noon or 2 pm to close) ..... 60.00 (M)

Fleet Peeples Park:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
  - Large events (400 – 2,000 people) ..... 1,650.00 (M)
  - Significant events 2,001 + people ..... 2,750.00 (M)
- Large Pavilion (20% resident discount):
  - Full day ..... 90.00 (M)
  - Half day (open to noon or 2 pm to close) ..... 60.00 (M)
- Small Pavilion (20% resident discount):
  - Full day ..... 50.00 (M)
  - Half day (open to noon or 2 pm to close) ..... 30.00 (M)

PARK FEES (CONTINUED)

Lake Island Park:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
  - Large events (400 – 2,000 people) ..... 1,650.00 (M)
  - Significant events 2,001 + people ..... 2,750.00 (M)

Community Playground pavilion (20% resident discount):
- Full day ..... 90.00 (M)
- Half day (open from noon or 2 pm to close) ..... 60.00 (M)

Ward Park:
- Large Pavilion (20% resident discount):
  - Full day ..... 90.00 (M)
  - Half day (open to noon or 2 pm to close) ..... 60.00 (M)

Howell Branch Preserve:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
- Large Pavilion (20% resident discount):
  - Full day ..... 90.00 (M)
  - Half day (open to noon or 2 pm to close) ..... 60.00 (M)

Dinky Dock Park:
- Group Events:
  - Small events (event size limited to 200 people or less) ..... 550.00 (M)

Cady Way Park:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
  - Large events (400 – 2,000 people) ..... 1,650.00 (M)

Shady Park:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
  - Large events (400 – 2,000 people) ..... 1,650.00 (M)

Phelps Park:
- Group Events:
  - Small events (less than 400 people) ..... 550.00 (M)
- Large Pavilion (20% resident discount):
  - Full day ..... 90.00 (M)
  - Half day (open to noon or 2:00 pm to close) ..... 60.00 (M)
- Small Pavilion (20% resident discount):
  - Full day ..... 50.00 (M)
  - Half day (open to noon or 2:00 pm to close) ..... 30.00 (M)

Kraft Azalea Garden:
- Exedra area wedding ..... 150.00 (M)
- Exedra area wedding deposit ..... 100.00 (M)

PARK FEES (CONTINUED)

Violation of dog ordinance:
- 1st offense.....50.00 (M)
- 2nd offense.....100.00 (M)

Park business permit (monthly):
- Twenty attendees or less .....25.00 (M)
- Over twenty attendees .....100.00 (M)

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES:

Inflatables/bounce house permit fee ..... 25.00 (M)
Building and Pavilion Holiday Rate ..... Time and ½ Regular (M)
..... Rental Rates (M)
Facility rental building late payment fee ..... 5% of balance due (M)
Parks Alcohol Usage Request Application Fee (non-refundable) ..... 50.00 (M)
Portable public address system ..... 50.00 (M)
Field rental storage, approximately 100 sq. ft. monthly ..... 100.00 (M)
Risers, each (portable stages) ..... 35.00 (M)
Sat Market Tables, each (round and rectangular, inside use only) ..... 8.00 (M)
Tent, daily (20' x 40') ..... 375.00 (M)
LCD projector and screen ..... 50.00 (M)
Volleyballs, daily ..... 10.00 (M)
Wireless microphone ..... 50.00 (M)
Portable stage ..... 100.00 (M)
Scoreboard renter per day, Community Center gymnasium:
One scoreboard ..... $20.00 (M)
Both scoreboards ..... $30.00 (M)
Keep Winter Park Beautiful:
Engraved bricks - Farmer's Market Lot:
Single size - Individuals or Pets ..... 65.00 (M)
Double ..... 100.00 (M)
Corporate ..... 250.00 (M)
Personalized park benches, various locations ..... 2,500.00 (M)
Maps, each ..... 3.00 (M)
Maps, 200 or more each ..... 1.50 (M)
Dance lessons & sessions ..... 80.00 (M)
Staffing (per hour) ..... 21.00 (M)
Planning, Delivery, Setup, Pick up (per hour) ..... 21.00 (M)

SPECIAL EVENT AND MISCELLANEOUS FEES (CONTINUED)

Transport Charge/Delivery Pickup ..... 30.00 (M)
Crowd control fencing (per 200 feet) ..... 150.00 (M)
Tent 10’ x 10’ ..... 60.00 (M)
Special event trailer with tables and chairs ..... 300.00 (M)
Equipment Rental - Per Event:
- Banquet tables (each, off site events only) ..... 5.00 (M)
- Folding chairs (each) ..... 2.00 (M)
- Podium (each) ..... 20.00 (M)
- Portable public address system ..... 50.00 (M)
- Risers 3' x 8' (each) ..... 40.00 (M)
- Riser skirts (each) ..... 10.00 (M)
- Table skirts (each) ..... 15.00 (M)
- Tent 20' x 40' ..... 375.00 (M)

Light pole hanging fees (two employees and one aerial truck):
- Park Avenue (full fee) ..... 200.00 (M)
- Morse Blvd (hourly rate). ..... 98.00 (M)
- New England, Orange Avenue, Israel Simpson (per banner) ..... 8.00 (M)

Cancellation Fees:
- Pavilions and Fields (no deposit is required):
  - Cancellation with less than 14 days notice ..... No refund (M)
  - Cancellation with 14-30 days notice ..... Retain 50% of rental fee (M)
  - Cancellation with 30-90 days notice ..... Retain 25% of rental fee (M)
  - Cancellation with over 90 days notice ..... $20 processing fee (M)
- Buildings*, amphitheater, park rentals (deposit is required):
  - Cancellation with less than 30 days notice ..... Retain 100% of rental fee (M)
  - Cancellation with 30-60 days notice ..... Retain deposit (M)
  - Cancellation with 60-90 days notice ..... Retain 50% of deposit (M)
  - Cancellation with over 90 days notice ..... $20 processing fee (M)

* Except Civic Center

A double deposit is required for all functions charging admission and serving alcohol

A double deposit is required for all functions for minors charging admission

city commission public hearing

item type	Public Hearing (1st Reading)	meeting date	September 26, 2011
prepared by department division	Chief Brett Railey Police Department Administration	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	N/A	☐ yes ☐ no ☐ N|A	final vote

subject

Repeal sections 62-51 and 62-53 of the City Code and amend section 62-52 of the City Code as required by Chapter 2011-109, Laws of Florida.

motion | recommendation

Recommend approval by City Commission

summary

House Bill 45 amends Florida State Statute 790.33 to more strongly express the state's occupation of the "Whole Field of Regulation of firearms and ammunition," to include the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation thereof. The preemption means that all existing and future county, city, town, or municipal ordinances as well as any administrative regulations or rules adopted by a local or state government related thereto are declared null and void.

The intent of the bill is to provide uniform firearms laws in the State.

There are exceptions to the new bill that are listed below:

1. Zoning ordinances that encompass firearms businesses along with other businesses as long as they do not purposely restrict or prohibit the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulations.

2. Law enforcement agencies from enacting and enforcing firearm related regulations within their agencies.

3. Regulating or prohibiting the carrying of firearms and ammunition by an employee of the city during and in the course of the employee's official duties except as provided in Florida State Statute 790.251.

board comments

N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, REPEALING SECTIONS 62-51 AND 62-53 OF THE CITY CODE, AND AMENDING SECTION 62-52 OF THE CODE, AS REQUIRED BY CHAPTER 2011-109, LAWS OF FLORIDA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in the 2011 Legislature, the State preempted all local regulations concerning firearms and ammunition; and

WHEREAS, the preemption is expressly provided for in Chapter 2011-109, Laws of Florida (House Bill 45); and

WHEREAS, the express preemption by the State provides for penalties in the event of local regulations of ammunition or firearms; and

WHEREAS, the courts of Florida have consistently allowed the State to expressly preempt by statute certain matters that might otherwise properly be the subject of local regulation; and

WHEREAS, Chapter 2011-109 does not preempt, amend or repeal the authority of local government as provided in Section 823.16(7), Florida Statutes, to regulate the location and construction of shooting ranges; and

WHEREAS, the law expressly exempts from the preemption zoning regulations, except for zoning regulations that are designed to restrict or prohibit the sale, purchase, transfer or manufacture of firearms or ammunition, or where the zoning regulation in effect is a method of regulating firearms and ammunition as opposed to being a bona fide zoning regulation; and

WHEREAS, the City shall preserve to the fullest extent allowed by the law, including Section 823.16(7), the authority to engage in appropriate zoning in the interest of the City and its residents, including the authority in Section 823.16(7), Florida Statutes to regulate the location and construction of shooting ranges.

NOW, THEREFORE, the City Commission of the City of Winter Park, Florida, hereby ordains as follows:

Section 1. **Recitals**. The recitals set forth above are hereby adopted and incorporated herein by reference as legislative findings and a statement of the intent and purpose of the City Commission of the City of Winter Park.

Section 2. **Repeal of Sections 62-51 and 62-53 of the City Code**. Sections 62-51 and 62-53 of the Code of Ordinances, City of Winter Park, Florida, are hereby repealed in their entirety.

Section 3. **Amendment of Section 62-52 of the City Code**. Section 62-52 is amended as follows:

Sec. 62-52. - Same—Airguns, slingshots.

It shall be unlawful for any person to discharge any airgun, slingshot or slungshot within the corporate limits of the city. The provisions of Chapter 2011-109, Laws of Florida, are hereby expressly acknowledged, and the State has preempted all regulations concerning firearms and ammunition. Therefore, no interpretation of this Section, 62-52, shall be permitted or applied that regulates any firearm or ammunition.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Commission or parts thereof in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Sections 2 and 3 hereof, which provide for repeal of Code Sections 62-51 and 62-53 and amendment to Section 62-52, shall be codified in the City Code as specified therein. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations, and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made.

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

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida at second reading.

ADOPTED by the City Commission of the City of Winter Park, Florida, in a regular meeting held on the _____ day of _____, 2011.

_____
Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

CS/CS/CS/HB 45 Ch. 2011-109
http://laws.flrules.org/files/Ch_2011-109.pdf

Preemption By State Of Firearms Regulation; Prohibiting The Knowing and Willful Violation of Preemption; Sanctions For Violation Of The Law; Damages and Attorneys Fees Authorized.

Amends F.S. 790.33 to more strongly express the state's occupation of the "whole field of regulation of firearms and ammunition" to include the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation thereof. The preemption means that all existing and future county, city, town, or municipal ordinances as well as any administrative regulations or rules adopted by local or state government related thereto are declared null and void.

Existing language allowing county purchase waiting periods is deleted. The law makes "Any person, county, agency, municipality, district, or other entity" that violates the Legislature's preemption of the firearms and ammunition regulatory field liable under the statute. An aggrieved party can seek a permanent injunction against enforcement of any improper ordinance, regulation or rule, and specifically provides that it is of no defense that in enacting any such ordinance, regulation or rule the local government was acting in good faith or upon advice of counsel.

Knowing and willful violations will result in a civil fine of up to $5,000 against officials, and public funds may not be used to defend or reimburse any person found to have knowingly and willfully violate the law. If the violation is by one acting in an official capacity or otherwise under color of law, it is grounds for termination of employment or contract or removal from office by the Governor. Any person or organization whose membership is adversely affected by "any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of the law may file a lawsuit seeking declaratory and injunctive relief and for actual damages (up to $100,000). A prevailing plaintiff may recoup attorney's fees.

A few exceptions are included in the law. As a matter of statutory construction, once the Legislature begins listing exceptions, it is presumed that items not in the list were intentionally left out. Accordingly, the list of exceptions should be considered the "only exceptions." Within the list of exceptions are: "Zoning ordinances that encompass firearms businesses along with other businesses" (except such done to restrict firearms which would NOT be excluded); law enforcement agency regulations pertaining to firearms, ammunition or firearm accessories used by peace officers "in the course of their official duties"; the regulating or prohibiting of employees from carrying firearms and ammunition during the course of the employee's official duties—except as provided in s. 790.251 (related to right to keep firearms in motor vehicles); the ability of a court or administrative law judge to hear and resolve matters within the jurisdiction of the court or judge; or the Florida Fish and Wildlife Conservation Commission from regulating the sue of firearms and ammunition "as a method of taking wildlife" and in regulating shooting ranges managed by the Commission.

Editor's Note: This bill has far-reaching impact with severe sanctions for violating it. Law enforcement executives should review its application and scope and assure that their officers do not violate the law. Remember that the various state statutes related to crimes and restrictions on guns remain valid since they were enacted by the state. However, all local ordinances, all policies, and regulations that have an impact on the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation of firearms and ammunition will no longer be valid and enforcement actions based on them will likely be considered a "knowing and willful violation" resulting in a civil fine, a lawsuit, and constituting grounds for termination or removal from office by the Governor. Acting upon advice of counsel or in good faith is NOT a defense. Carefully review this new law and take steps to avoid being in violation of it. Since attorney's fees are allowed, it is likely that "aggrieved persons" will aggressively seek compliance with the new law through lawsuit and injunctive relief.

Effective Date: October 1, 2011.

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: CS/CS/CS/HB 45 Regulation of Firearms and Ammunition
SPONSOR(S): Judiciary Committee; Community & Military Affairs Subcommittee; Criminal Justice Subcommittee, Gaetz and others
TIED BILLS: None **IDEN./SIM. BILLS:** CS/CS/SB 402

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) Criminal Justice Subcommittee	10 Y, 4 N, As CS	Cunningham	Cunningham
2) Community & Military Affairs Subcommittee	11 Y, 4 N, As CS	Shuler	Hoagland
3) Judiciary Committee	12 Y, 6 N, As CS	Cunningham	Havlicak

SUMMARY ANALYSIS

Section 790.33, F.S., currently preempts local governments from regulating firearms and ammunition unless expressly authorized to do so by general law. Subsection (2) of the statute provides such express authorization by giving counties the authority to adopt an ordinance requiring a waiting period of up to three working days between the purchase and delivery of a handgun.

The bill removes the statutory language that authorizes counties to adopt an ordinance requiring a waiting period of up to three working days between the purchase and delivery of a handgun. The bill replaces this provision with language prohibiting specified local governmental entities from regulating or attempting to regulate firearms or ammunition in any manner (except as specifically authorized by s. 790.33, F.S., by general law, or by the Florida Constitution) and provides exceptions to this prohibition.

Counties still have the authority, pursuant to Art. VIII, Section 5(b) of the Florida Constitution, to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within such county.

The bill also sets forth various penalties for violating s. 790.33, F.S., including provisions that:

- Make it a noncriminal violation for any person or entity to knowingly and willfully violate s. 790.33, F.S.;
- Specify that an official under whose jurisdiction a provision of the statute is violated shall be assessed a fine of not less than $5,000 and not more than $100,000 if the court determines that the violation was knowing and willful;
- Specify that a knowing and willful violation of the statute by a person acting in an official capacity is cause for immediate termination of employment; and
- Authorize a person or organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or enforced in violation of the statute to file suit for declaratory and injunctive relief and for all actual and consequential damages attributable to the violation.

The damages and attorney's fees which may be awarded to prevailing plaintiffs could have a negative fiscal impact on state and local governmental entities who willfully violate the statute.

This bill is effective October 1, 2011.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Current Situation

Preemption

Section 790.33, F.S., known as the Joe Carlucci Uniform Firearms Act, became law in 1987[1] and expressly preempted the field of regulation of firearms and ammunition to the state, except as expressly provided by general law.[2] The intent of the act states:

> It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.[3]

Local governments may use their home rule powers to enact ordinances not inconsistent with general law.[4] Local governments may legislate concurrently with the Legislature on any subject that has not been expressly preempted to the state.[5] Florida law recognizes both express and implied preemption, and express preemption must be made through a specific legislative statement, using clear language.[6] A municipality may not forbid what the Legislature has expressly authorized, nor may it authorize what the Legislature has expressly forbidden.[7] The Legislature has preempted regulation of numerous areas of law to the state, including operation of the state lottery,[8] use of electronic communication devices in motor vehicles,[9] and interdistrict transfers of groundwater.[10] In cases determining the validity of ordinances enacted in the face of state preemption, the effect has been to find such ordinances null and void.[11]

In 2000, the City of South Miami passed City Ordinance Number 14-00-1716, which required locking devices on firearms stored within the city. In 2002, Florida's Third District Court of Appeal held the ordinance null and void, stating that local governments were preempted from regulating firearms by section 790.33, F.S.[12] Despite the express preemption stated in section 790.33, F.S., and the court's decision in the City of South Miami case, local governments have regulated or considered regulating firearms in a variety of ways, including measures that would prohibit concealed carry permit holders from lawfully carrying their firearms on municipal or county property[13] or ban high-capacity ammunition clips.[14]

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[1] Ch. 87-23, L.O.F.
[2] S. 790.33, F.S.
[3] S. 790.33(3), F.S.
[4] Art. VIII, s. 1(f, g), Fla. Const.; *see also Sarasota v. Browning*, 28 So.3d 880, 885-86 (Fla. 2010).
[5] *City of Hollywood v. Mulligan*, 934 So.2d 1238, 1243 (Fla. 2006).
[6] *Sarasota*, 28 So.3d at 886.
[7] *Rinzler v. Carson*, 262 So.2d 661, 668 (Fla. 1972).
[8] S. 24.122, F.S.
[9] S. 316.0075, F.S.
[10] S. 373.2295(10), F.S.
[11] *See, e.g., Nat'l Rifle Ass'n of Am., Inc. v. City of S. Miami*, 812 So.2d 504 (Fla. 3d DCA 2002).
[12] *Id.*
[13] Lee County Ordinance 06-26 banned firearms from county parks. On October 26, 2010, the county passed ordinance 10-41 which repealed the 2006 ban.
[14] Palm Beach County considered an ordinance banning high capacity ammunition clips, but rescinded from consideration because of the preemption. Andy Reid, *PBC Gun Control Advocates Suffer More Setbacks*, SUNSENTINEL.COM, Feb. 15, 2011, http://www.palmbeachpost.com/news/palm-beach-county-commissioner-presses-for-ban-on-1216890.html.

Section 790.33(1), F.S., preempts local governments from regulating firearms and ammunition unless expressly authorized to do so by general law. The statute specifies that regulation includes the purchase, sale, transfer, taxation, manufacture, ownership, possession, and transportation of firearms and ammunition. The statute does not currently specify that the storage of firearms is included within the term "regulation."

Exceptions to Preemption

Florida law and the Florida Constitution contain exceptions to the general rule that firearm regulation is preempted to the state. Currently, Section 790.33, F.S., contains a limited exception allowing local governments to enact ordinances governing a three-day handgun purchase waiting period.[16] The following are exempt from waiting period ordinances under the Joe Carlucci Act:

- Individuals who are licensed to carry concealed firearms under the provisions of s. 790.06, F.S., or who are licensed to carry concealed firearms under any other provision of state law and who show a valid license;
- Individuals who already lawfully own another firearm and who show a sales receipt for another firearm, who are known to own another firearm through a prior purchase from the retail establishment, or who have another firearm for trade-in;
- Law enforcement or correctional officers as defined in s. 943.10, F.S.;
- Law enforcement agencies as defined in s. 934.02, F.S.;
- Sales or transactions between dealers or between distributors or between dealers and distributors who have current federal firearms licenses; or
- Any individual who has been threatened or whose family has been threatened with death or bodily injury, provided the individual may lawfully possess a firearm and provided such threat has been duly reported to local law enforcement.

Adopted in 1998, Article VIII, s. 5(b) of the Florida Constitution authorizes counties to require a criminal records check and a 3 to 5-day waiting period in connection with the sale[18] of any firearm occurring within such county.[17] Section 790.0655, F.S. adopted the exceptions from the waiting period for concealed weapons permit holders and handgun trade-ins as required by the 1998 amendment to the Constitution. The Constitution prevails over all local ordinances. Because the Joe Carlucci Act predates the Constitutional provision, and the exemptions listed in the Act were not specified in the Constitution, the exemptions are null and void.

Immunity for Legislative Acts

The general rule under the common law is that legislators enjoy absolute immunity from liability for performance of legislative acts.[18] Absolute immunity for legislators has historically been recognized as a "venerable tradition" which has withstood the development of the law since pre-colonial days.[19] Courts have upheld absolute immunity for legislators at all levels of law-making, including federal, state, and local government levels.[20] The courts' reasoning behind such holdings is that when legislators hold legislative powers, they use them for the public good, and are exempt from liability for mistaken use of their legislative powers.[21] Furthermore, courts fear that allowing personal liability could distort legislative discretion, undermine the public good by

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[15] Section 790.33(2), F.S. (1988). Note: At the time of enactment in 1987 the Act provided the exception for a 48-hour waiting period.

[16] The term "sale" is defined as "the transfer of money or other valuable consideration for any firearm when any part of the transaction is conducted on property to which the public has the right of access." Art. VIII, s. 5(b), Fla. Const.

[17] Concealed weapons permit holders do not have to comply with the waiting periods when purchasing a firearm. Art. VIII, s. 5(b), Fla. Const.

[18] *See Tenney v. Brandhove*, 341 U.S. 367 (1951).

[19] *Bogan v. Scott-Harris*, 523 U.S. 44 (1998). For additional examples of where absolute immunity of legislative acts has been recognized, see *Harlow v. Fitzgerald*, 457 U.S. 800 (1982); *Lake Country Estates v. Tahoe Regional Planning Agency*, 440 U.S. 391 (1979); *Hough v. Amato*, 269 So. 2d 537 (Fla. 1st DCA 1972); *Jones v. Loving*, 55 Miss. 109 (1877); *Ross v. Gonzales*, 29 S.W.2d 437 (Tex. Ct. App. 1930)

[20] *Bogan*, 523 U.S. 44.

[21] *Id.* at 50-51 (citing *Jones v. Loving*, 55 Miss. 109).

interfering with the rights of the people to representation, tax the time and energy of frequently part-time citizen-legislators, and deter service in local government.[22]

When unlawful ordinances have been enacted, the freedom from personal liability does not make the legislative product itself valid.[23] In such instances, affected citizens have been able to challenge the validity of such ordinances by suing to have them declared invalid or have a court enjoin enforcement.[24]

Courts have found that legislators may be subject to personal liability when they lack discretion.[25] Such situations typically exist when legislators are subject to an affirmative duty, such as when a law or court order has directed them to levy a tax. Such acts are labeled "ministerial," as opposed to "legislative," acts.[26] Arguably, an express and clear preemption would remove discretion from local government officials seeking to engage in lawmaking in the preempted field.

Liens on Municipal Property in Satisfaction of Judgments

Section 55.11, F.S. states that "[n]o money judgment or decree against a municipal corporation is a lien on its property nor shall any execution or any writ in the nature of an execution based on the judgment or decree be issued or levied." In other words, while a party may be awarded money damages in a suit against a municipality, municipal property may not be subject to a lien to satisfy such an award in the absence of express statutory authorization.[27] In the absence of such authorization, a writ of mandamus is "the only vehicle for enforcing judgment against the government."[28] Thus, the Legislature may authorize the satisfaction of an award of damages by seizure of municipal property.

Effect of the Bill

Intent

The bill clarifies the intent as currently expressed, and strengthens and clarifies the intent with additional language. The bill preserves current language that the intent of the Legislature is to occupy the whole field of regulation of firearms and ammunition except as expressly provided by general law, or as provided by the Florida Constitution. The bill also adds the following legislative intent language to s. 790.33(3), F.S.:

> It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are knowingly passed in violation of state law or under color of local or state authority.

Clarification of Preemption

In order to clarify the preemption, the bill adds additional details about the methods by which local governments or agencies may violate the preemption. The bill amends s. 790.33(1), F.S., to expand the preemption of regulation to also include the storage of firearms and ammunition. Thus, unless expressly authorized by the Constitution or general law, local governments will be preempted from regulating how firearms and ammunition are stored.

In subsection (4) of s. 790.33, F.S., as created by the bill, a provision excepting certain zoning ordinances in the original Carlucci Act has been relocated and other exceptions to the prohibitions are set forth in the bill. Specifically, the bill does not prohibit:

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[22] *Id.* at 52.
[23] *Tenney v. Brandhove*, 341 U.S. at 379.
[24] *See, e.g., Bogan*, 523 U.S. 44; *Lake Country Estates v. Tahoe Regional Planning Agency*, 440 U.S. 391 (1979); *Tenney*, 341 U.S. 367.
[25] *Bogan*, 523 U.S. at 51-52.
[26] *See Id.*
[27] *See Berek v. Metro. Dade County*, 396 So.2d 756, 759 n.4 (Fla. 3d DCA 1981).
[28] *N. Coats v. Metro. Dade County*, 588 So.2d 1016, 1017 (Fla. 3d DCA 1991).

- Zoning ordinances that encompass firearms businesses along with other businesses (zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are prohibited);
- Law enforcement agencies from enacting and enforcing firearm-related regulations within their agencies;
- The entities subject to the bill's prohibitions from regulating or prohibiting employees from carrying firearms or ammunition during the course of their official duties, except as provided in s. 790.251, F.S. ;
- A court or administrative law judge from resolving a case or issuing an order or opinion on any matter within the court or judge's jurisdiction; or
- The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the Commission.

The bill strikes subsection (2) of 790.33, which is the section regarding waiting periods and waiting period exemptions. Because these sections of the Joe Carlucci Act predate the Constitution and 790.0655, F.S., striking this language clarifies current state law.

Penalties
The bill prohibits a person from enacting or causing to be enforced local ordinances or administrative rules or regulations in violation of the stated preemption and provides penalties.

The bill creates a noncriminal violation for any person who knowingly and willfully violates s. 790.33, F.S., by enacting or causing to be enforced any local ordinance or administrative rule or regulation. A noncriminal violation is generally punishable by a fine of up to $500. The bill provides that a fine of not less than $5,000 and not more than $100,000 may be assessed against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred. The elected or appointed local government official or officials or administrative agency head shall be personally liable for the payment of all fines, costs and fees assessed by the court for the noncriminal violation.

The bill requires the state attorney to investigate complaints of noncriminal violations of the preemption law, and authorizes state attorneys to prosecute violations where probable cause exists. The bill also prohibits the use of public funds, other than for the services of the public defender or conflict counsel, in defense of a criminal prosecution.

The bill provides that a knowing and willful violation by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative regulation shall be grounds for immediate termination of employment or removal from office by the Governor.

The bill also allows for civil actions. An affected person or organization may sue any county, agency, municipality, district or other entity, and against any person in their individual or official capacity, for declaratory and injunctive relief and for all actual and consequential damages. In such suits, courts shall award the prevailing plaintiff:

- Reasonable attorneys fees and costs, including a contingency fee multiplier, if applicable, of between 1.5 and 3; and
- The greater of actual damages or an amount as determined by the court of not less than $25,000 or more than $100,000.

The bill states that damages are not subject to the requirements or damages limitations of s. 768.28, F.S. Additionally, interest on awarded sums will accrue at 15 percent per annum from the date on which suit was filed. Payment may be secured by the seizure of vehicles used by elected officeholders or officials in the appropriate jurisdiction if the fees, costs, and damages are not paid within 72 hours of the court's ruling having been filed.

The usual remedy in a successful challenge to the validity of a law or ordinance within a preempted field is a declaration by a court that such law or ordinance is invalid. A court also may enjoin enforcement of the preempted provision. Because of the reasoning that the doctrine of absolute immunity is integral to a democratic system of government, courts have been reluctant to impose personal liability upon legislators who pass unlawful laws or ordinances. The personal liability imposed upon individuals involved in legislative acts in violation of this bill would appear to go against this body of law. However, because this is a common law doctrine, the Legislature maintains the power to establish law that overrides the doctrine. Additionally, as mentioned above, courts have found that legislators are subject to personal liability when they lack discretion and are performing ministerial acts. The strengthened preemption expressed by this bill, as well as the "knowing and willful" standard for violations, would appear to remove any discretion in the regulation of firearms.

B. SECTION DIRECTORY:

Section 1. Amends s. 790.33, F.S., relating to field of regulation of firearms and ammunition preempted.

Section 2. This bill is effective October 1, 2011.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

   None.

2. Expenditures:

   See "Fiscal Comments."

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

   None.

2. Expenditures:

   See "Fiscal Comments."

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

None.

D. FISCAL COMMENTS:

The bill could subject governmental entities to the payment of attorneys' fees, costs, and damages in successful challenges to rules, regulations, or ordinances passed in violation of this ordinance. This could have a negative fiscal impact on state and local governmental entities who willfully violate the statute.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision:

   Not applicable because this bill does not appear to: require the counties or cities to spend funds or take an action requiring the expenditure of funds; reduce the authority that cities or counties have to raise revenues in the aggregate; or reduce the percentage of a state tax shared with cities or counties.

2. Other:

   None.

B. RULE-MAKING AUTHORITY:

   None.

C. DRAFTING ISSUES OR OTHER COMMENTS:

   None.

IV. AMENDMENTS/ COMMITTEE SUBSTITUTE CHANGES

On February 8, 2011, the Criminal Justice Subcommittee adopted three amendments to the bill and reported the bill favorably as a Committee Substitute. The amendments:

- Provide that firearm regulation is preempted to the state except as expressly provided by *the Florida Constitution* and general law;
- Remove language specifying that the $5 million fine should be deposited into the administrative account of the state attorney and the court in the jurisdiction in which the offense occurred;
- Clarify language relating to how interest accrues on sums awarded in any lawsuit filed relating to a violation of the section; and
- Clarify language relating to the seizure of vehicles used by persons who violate the section.

On March 21, 2011, the Community & Military Affairs Subcommittee adopted one amendment to the bill and reported the bill favorably as a Committee Substitute to the Committee Substitute. The amendment:

- Removes language providing for a 3rd degree felony for violations and substitutes a noncriminal penalty;
- Removes language providing for a $5 million fine against the governmental entity in whose service or employ a violation occurs and substitutes a fine of not less than $5,000 and not more than $100,000 against the official under whose jurisdiction the violation occurs;
- Removes language specifying the entities prohibited from regulating firearms;
- Provides an exception for the Florida Fish and Wildlife Conservation Commission to regulate firearms and ammunition as a method of taking wildlife and to regulate shooting ranges

On April 7, 2011, the Judiciary Committee adopted a strike-all amendment to the bill and reported the bill favorably as a Committee Substitute to the Committee Substitute to the Committee Substitute. The strike-all amendment:

- Prohibits a person from enacting or *causing to be enforced* local ordinances or administrative rules or regulations in violation of the firearm and ammunition preemption statute.
- Authorizes, rather than requires, state attorneys to prosecute violations and removes a provision specifying that state attorneys could be held accountable under appropriate rules of professional conduct if they failed to perform certain duties.
- Revises damages provisions relating to civil suits.

This analysis is drafted to the committee substitute to the committee substitute to the committee substitute.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, REPEALING SECTIONS 62-51 AND 62-53 OF THE CITY CODE, AND AMENDING SECTION 62-52 OF THE CODE, AS REQUIRED BY CHAPTER 2011-109, LAWS OF FLORIDA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in the 2011 Legislature, the State preempted all local regulations concerning firearms and ammunition; and

WHEREAS, the preemption is expressly provided for in Chapter 2011-109, Laws of Florida (House Bill 45); and

WHEREAS, the express preemption by the State provides for penalties in the event of local regulations of ammunition or firearms; and

WHEREAS, the courts of Florida have consistently allowed the State to expressly preempt by statute certain matters that might otherwise properly be the subject of local regulation; and

WHEREAS, Chapter 2011-109 does not preempt, amend or repeal the authority of local government as provided in Section 823.16(7), Florida Statutes, to regulate the location and construction of shooting ranges; and

WHEREAS, the law expressly exempts from the preemption zoning regulations, except for zoning regulations that are designed to restrict or prohibit the sale, purchase, transfer or manufacture of firearms or ammunition, or where the zoning regulation in effect is a method of regulating firearms and ammunition as opposed to being a bona fide zoning regulation; and

WHEREAS, the City shall preserve to the fullest extent allowed by the law, including Section 823.16(7), the authority to engage in appropriate zoning in the interest of the City and its residents, including the authority in Section 823.16(7), Florida Statutes to regulate the location and construction of shooting ranges.

NOW, THEREFORE, the City Commission of the City of Winter Park, Florida, hereby ordains as follows:

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated herein by reference as legislative findings and a statement of the intent and purpose of the City Commission of the City of Winter Park.

Section 2. Repeal of Sections 62-51 and 62-53 of the City Code. Sections 62-51 and 62-53 of the Code of Ordinances, City of Winter Park, Florida, are hereby repealed in their entirety.

Section 3. Amendment of Section 62-52 of the City Code. Section 62-52 is amended as follows:

Sec. 62-52. - Same—Airguns, slingshots.

It shall be unlawful for any person to discharge any airgun, slingshot or slungshot within the corporate limits of the city. The provisions of Chapter 2011-109, Laws of Florida, are hereby expressly acknowledged, and the State has preempted all regulations concerning firearms and ammunition. Therefore, no interpretation of this Section, 62-52, shall be permitted or applied that regulates any firearm or ammunition.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Commission or parts thereof in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Sections 2 and 3 hereof, which provide for repeal of Code Sections 62-51 and 62-53 and amendment to Section 62-52, shall be codified in the City Code as specified therein. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations, and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made.

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

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida at second reading.

ADOPTED by the City Commission of the City of Winter Park, Florida, in a regular meeting held on the _____ day of _____, 2011.

_____
Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Park, Florida only:

_____
Usher L. Brown, City Attorney

First Reading: _____
Second Reading: _____

The Florida Senate

2011 Florida Statutes

TITLE XLVI CRIMES	CHAPTER 790 WEAPONS AND FIREARMS	VIEW ENTIRE CHAPTER

[1]790.251 Protection of the right to keep and bear arms in motor vehicles for self-defense and other lawful purposes; prohibited acts; duty of public and private employers; immunity from liability; enforcement.—

(1) SHORT TITLE.—This section may be cited as the "Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008."

(2) DEFINITIONS.—As used in this section, the term:

(a) "Parking lot" means any property that is used for parking motor vehicles and is available to customers, employees, or invitees for temporary or long-term parking or storage of motor vehicles.

(b) "Motor vehicle" means any automobile, truck, minivan, sports utility vehicle, motor home, recreational vehicle, motorcycle, motor scooter, or any other vehicle operated on the roads of this state and required to be registered under state law.

(c) "Employee" means any person who possesses a valid license issued pursuant to s. 790.06 and:

1. Works for salary, wages, or other remuneration;
2. Is an independent contractor; or
3. Is a volunteer, intern, or other similar individual for an employer.

(d) "Employer" means any business that is a sole proprietorship, partnership, corporation, limited liability company, professional association, cooperative, joint venture, trust, firm, institution, or association, or public sector entity, that has employees.

(e) "Invitee" means any business invitee, including a customer or visitor, who is lawfully on the premises of a public or private employer.

As used in this section, the term "firearm" includes ammunition and accoutrements attendant to the lawful possession and use of a firearm.

(3) LEGISLATIVE INTENT; FINDINGS.—This act is intended to codify the long-standing legislative policy of the state that individual citizens have a constitutional right to keep and bear arms, that they have a constitutional right to possess and keep legally owned firearms within their motor vehicles for self-defense and other lawful purposes, and that these rights are not abrogated by virtue of a citizen becoming a customer, employee, or invitee of a business entity. It is the finding of the Legislature that a citizen's lawful possession, transportation, and secure keeping of firearms and ammunition within his or her motor vehicle is essential to the exercise of the fundamental constitutional right to keep and bear arms and the constitutional right of self-defense. The Legislature finds that protecting and preserving these rights is essential to the exercise of freedom and individual responsibility. The Legislature further finds that no citizen can or should be required to waive or abrogate his or her right to possess and securely keep firearms and ammunition locked within his or her motor vehicle by virtue of becoming a customer, employee, or invitee of any employer or business establishment within the state, unless specifically required by state or federal law.

(4) PROHIBITED ACTS.—No public or private employer may violate the constitutional rights of any customer, employee, or invitee as provided in paragraphs (a)-(e):

(a) No public or private employer may prohibit any customer, employee, or invitee from possessing any legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the customer, employee, or invitee is lawfully in such area.

(b) No public or private employer may violate the privacy rights of a customer, employee, or invitee by verbal or written inquiry regarding the presence of a firearm inside or locked to a private motor vehicle in a parking lot or by an actual search of a private motor vehicle in a parking lot to ascertain the presence of a firearm within the vehicle. Further, no public or private employer may take any action against a customer, employee, or invitee based upon verbal or written statements of any party concerning

possession of a firearm stored inside a private motor vehicle in a parking lot for lawful purposes. A search of a private motor vehicle in the parking lot of a public or private employer to ascertain the presence of a firearm within the vehicle may only be conducted by on-duty law enforcement personnel, based upon due process and must comply with constitutional protections.

(c) No public or private employer shall condition employment upon either:

1. The fact that an employee or prospective employee holds or does not hold a license issued pursuant to s. 790.06; or

2. Any agreement by an employee or a prospective employee that prohibits an employee from keeping a legal firearm locked inside or locked to a private motor vehicle in a parking lot when such firearm is kept for lawful purposes.

(d) No public or private employer shall prohibit or attempt to prevent any customer, employee, or invitee from entering the parking lot of the employer's place of business because the customer's, employee's, or invitee's private motor vehicle contains a legal firearm being carried for lawful purposes, that is out of sight within the customer's, employee's, or invitee's private motor vehicle.

(e) No public or private employer may terminate the employment of or otherwise discriminate against an employee, or expel a customer or invitee for exercising his or her constitutional right to keep and bear arms or for exercising the right of self-defense as long as a firearm is never exhibited on company property for any reason other than lawful defensive purposes.

This subsection applies to all public sector employers, including those already prohibited from regulating firearms under the provisions of s. 790.33.

(5) DUTY OF CARE OF PUBLIC AND PRIVATE EMPLOYERS; IMMUNITY FROM LIABILITY.—

(a) When subject to the provisions of subsection (4), a public or private employer has no duty of care related to the actions prohibited under such subsection.

(b) A public or private employer is not liable in a civil action based on actions or inactions taken in compliance with this section. The immunity provided in this subsection does not apply to civil actions based on actions or inactions of public or private employers that are unrelated to compliance with this section.

(c) Nothing contained in this section shall be interpreted to expand any existing duty, or create any additional duty, on the part of a public or private employer, property owner, or property owner's agent.

(6) ENFORCEMENT.—The Attorney General shall enforce the protections of this act on behalf of any customer, employee, or invitee aggrieved under this act. If there is reasonable cause to believe that the aggrieved person's rights under this act have been violated by a public or private employer, the Attorney General shall commence a civil or administrative action for damages, injunctive relief and civil penalties, and such other relief as may be appropriate under the provisions of s. 760.51, or may negotiate a settlement with any employer on behalf of any person aggrieved under the act. However, nothing in this act shall prohibit the right of a person aggrieved under this act to bring a civil action for violation of rights protected under the act. In any successful action brought by a customer, employee, or invitee aggrieved under this act, the court shall award all reasonable personal costs and losses suffered by the aggrieved person as a result of the violation of rights under this act. In any action brought pursuant to this act, the court shall award all court costs and attorney's fees to the prevailing party.

(7) EXCEPTIONS.—The prohibitions in subsection (4) do not apply to:

(a) Any school property as defined and regulated under s. 790.115.

(b) Any correctional institution regulated under s. 944.47 or chapter 957.

(c) Any property where a nuclear-powered electricity generation facility is located.

(d) Property owned or leased by a public or private employer or the landlord of a public or private employer upon which are conducted substantial activities involving national defense, aerospace, or homeland security.

(e) Property owned or leased by a public or private employer or the landlord of a public or private employer upon which the primary business conducted is the manufacture, use, storage, or transportation of combustible or explosive materials regulated under state or federal law, or property owned or leased by an employer who has obtained a permit required under 18 U.S.C. s. 842 to engage in the business of importing, manufacturing, or dealing in explosive materials on such property.

(f) A motor vehicle owned, leased, or rented by a public or private employer or the landlord of a public or private employer.

(g) Any other property owned or leased by a public or private employer or the landlord of a public or private employer upon which possession of a firearm or other legal product by a customer, employee, or invitee is prohibited pursuant to any federal law, contract with a federal government entity, or general law of this state.

History.—s. 1, ch. 2008-7.

[1]**Note.**—Section 15, ch. 2011-119, provides that "[t]he amendments made to ss. 509.144 and 932.701, Florida Statutes, and the creation of s. 901.1503, Florida Statutes, by this act do not affect or impede the provisions of s. 790.251, Florida Statutes, or any other protection or right guaranteed by the Second Amendment to the United States Constitution."

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The Florida Senate

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790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void.

(2) POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or

causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination of employment or contract or removal from office by the Governor.

(f) A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

1. Reasonable attorney's fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

2. The actual damages incurred, but not more than $100,000.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5) SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section may be cited as the "Joe Carlucci Uniform Firearms Act."

History.—ss. 1, 2, 3, 4, ch. 87-23; s. 5, ch. 88-183; s. 1, ch. 2011-109.

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