city commission agenda

Regular Meeting

August 27, 2012
3:30 p.m.
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** Reverend Duncan, First Congregational Church **Pledge of Allegiance**	
3	**Approval of Agenda**	
4	**Citizen Budget Comments**	3 minutes each
5	**Mayor's Report** a. Presentation - Ruth's Hospitality Group Business Recognition Award b. Proclamation - Rollins College Changemaker Campus Day c. Proclamation - Valencia College Day d. Board appointments - Keep Winter Park Beautiful and Sustainable Advisory Board - Code Enforcement Board (alternate) - Tree Preservation Board (move regular member to alternate)	30 minutes
6	**City Manager's Report**	**Projected Time**

7	**City Attorney's Report**	**Projected Time**

8	**Non-Action Items**	**Projected Time**
		15 minutes

9	**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)

10	**Consent Agenda**	**Projected Time**
	a. Approve the minutes of 8/13/2012.	
	b. Approve the following contracts:	
	1. Amendment 3 to Tom's Sod Service, Inc. for IFB-36-2010 Annual Agreement for the Purchase of Various Sod Turfs, Installation & Services and authorize the Mayor to execute the Amendment.	
	2. Contract renewal with Aetna for RFP-6-2007 Medical Insurance and authorize the Mayor to execute the Renewal Package document.	
	3. Authorize the Mayor to execute the Order and Lease Agreement for Aficio MP C6501 Reconditioned Copier for Community Center; $5,960.15.	10 minutes
	4. Piggybacking Orange County contract Y11-1014 for Motor Fuels (contractors as identified by Orange County) and authorize the Mayor to execute the Piggyback Contracts.	
	c. Approve the easement subordination agreements with FDOT for the I-4 corridor project (F. P. No. 242484-5, Parcels 544.8, 545.10R, and 179.21).	
	d. Approve staff revisions to the City Debt Management Policy as discussed in the August 13 meeting.	

11	**Action Items Requiring Discussion**	**Projected Time**
	a. Property purchase at 666 Nicolet Avenue to provide stormwater treatment to Lake Killarney	15 minutes
	b. Report on quiet zones (from August 13 meeting)	20 minutes
	c. Budget/strategic planning discussion	60 minutes
	d. Award of IFB-9-2012 to Sandstone Builders, Inc. to construct the Fleet Peeples Park Restroom Project and provide directive for funding	30 minutes

12 Public Hearings	**Projected Time**
a. Request of Heartwood 20, LLC: - Ordinance - Amending Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" in the Future Land Use Element so as to add a new policy increasing the residential density for and limited to the property at 444 W. New England Avenue, in order to permit the second floor to be used as residential units (1) - Ordinance: Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-75 "Commercial (C-2) District" so as to increase the residential density for and limited to the property at 444 W. New England Avenue in conformance with the Comprehensive Plan (1)	30 minutes
b. Request of Mi Tomatina Restaurant: - Ordinance - Amending Chapter 58 "Land Development Code" Article III, "Zoning Regulations" Section 58-86 "Off-Street Parking Regulations" to expand the Hannibal Square Parking Exclusion District to include the restaurant property at 433 W. New England Avenue in order to permit a 59 seat expansion to that restaurant (1)	20 minutes
c. Request of New Hope Baptist Church: - Conditional use approval to construct and operate a children's day care facility on the church property at 274 N. Capen Avenue	15 minutes
d. Ordinance – Annexation of 656 Overspin Drive (1)	10 minutes
e. Ordinance – Annexation of 600 Baffie Avenue (1)	10 minutes
f. Request of SunTrust Bank: - Conditional use approval to extend their approval for one additional year at 301 W. New York Avenue	15 minutes
g. Request of the City of Winter Park: - Ordinance - Amending Chapter 58 "Land Development Code" Article V, "Environmental Protection Regulations" Division 6, "Tree Preservation and Protection" so as to amend tree removal compensation requirements, amend use of the Tree Replacement Fund, provide exemption from requiring a tree removal permit, and establish enforcement procedure for removing hazardous trees (1)	30 minutes
h. Resolution – Supporting the Qualifying Targeted Industry (QTI) Grant	15 minutes

13	City Commission Reports	Projected Time
	a. Commissioner Leary b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner McMacken e. Mayor Bradley	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."

2012 Board Appointments, 5.2

August 27, 2012

KEEP WINTER PARK BEAUTIFUL / SUSTAINABLE ADVISORY BOARD

1	Appoint 2012-2013	Environmental Review till 2013	Brad	James
2	Appoint 2012-2013	Environmental Review till 2013	James	Robinson
3	Appoint 2012-2013	KWPB 2010 - 2013	Martha	McHenry
4	Appoint 2012-2013	KWPB 2010 - 2013	Julia	Tensfeldt
5	Appoint 2012-2013	KWPB 2011 - 2014	Kelda	Senior
6	Appoint 2012-2014	Environmental Review till 2014	Stephen	Pategas
7	Appoint 2012-2014	Environmental Review till 2014	Mary	Dipboye
8	Appoint 2012-2014	Environmental Review till 2014	Laura	Walda
9	Appoint 2012-2014	KWPB 2011 - 2014	John	Rife, III
10	Appoint 2012-2014	KWPB 2011 - 2014	Lucy	Roberts
11	Appoint 2012-2015	Environmental Review 2009 - 2012	Kent	Tse
12	Appoint 2012-2015	KWPB 2009 - 2012	Myriam	Garzon
13	Appoint 2012-2015	KWPB 2011 - 2014	Kimberly	Roberts
14	Appoint 2012-2015	KWPB 2011 - 2014	Barbara	Chandler
15	Appoint 2012-2015	KWPB 2011 - 2014	Lauren	Bradley

city commission city manager's report

item type City Manager's Report | meeting date August 27, 2012

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
Budget	The Proposed Budget was presented to the City Commission on July 9th. Individual Commission member meetings were scheduled as well as a workshop on August 13th before the regularly scheduled meeting. The budget will be adopted in September.	September 2012
Electric Undergrounding Project	Utilities Advisory Board is holding special meetings to consider various policy issues re: undergrounding. Expect to bring to Commission soon	September 2012
Tree Preservation Ordinance	A non-action item was held July 23rd.	
City Hall Renovation	Grand reopening is scheduled for August 27 from 1:30 – 3:30 p.m.	
Lee Road Median Update	Final plans to be resubmitted to FDOT by September 15th.	
Fairbanks Improvement Project	Contract has been awarded to Masci General Contractor, Inc. Preliminary submittals and planning underway. Meeting with Progress Energy to discuss impact of undergrounding power lines between 17-92 & I-4.	August 2013
Parking Study Alfond Inn	Consultant is about 50% complete on the study. Expect a draft in late August. Staff will be arranging meetings with the residents on Alexander Place, with Jim Campesi, owner/rep. for of the Villa Siena condos and the Rollins College to vet the proposals and recommendation. Expect the results to be ready for City Commission review in late September but with budget on agenda perhaps the first meeting in October.	October 2012

Tree Team Updates	The Tree Team continues to work on the Urban Forestry Management Plan and will soon begin tree condition analysis.	November 2012
Wayfinding Signs	Nearly all non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues.	September 2012
125th Anniversary Celebration	The 125th Anniversary Task Force continues to meet on a monthly basis. A calendar of events planned can be found on the 125th Anniversary web pages. Subcommittees continue to meet to plan their special events. Police Department also celebrating 125th at 8:00 a.m. at the Community Center. Will send printed invitations to dignitaries.	October 2012
ULI Fairbanks Avenue TAP	The two-day workshop held at the Community Center on June 18th and 19th. A presentation was made to the Community on June 19th based on the team's recommendations. A draft of the white paper was received and is currently under review by staff.	August 2012
Strategic Plan	Draft documents are being presented for discussion at the August 27th meeting.	August 2012
Post Office Discussions	Received letter from USPS on August 6, 2012 regarding right of first refusal. No action at this time.	

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
August 13, 2012

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:34 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was provided by Reverend Anthony Borka, St. Dorothy Catholic Church, 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

Motion made by Commissioner McMacken to approve the agenda as presented; seconded by Commissioner Leary and approved by acclamation with a 5-0 vote.

Citizen Budget Comments

Susan Skofield, Executive Director of the Historical Association, spoke in favor of the funding they have received and encouraged continued support.

Mayor's Report

No items.

City Manager's Report

Per the Commissions' request, City Manager Knight distributed a copy of the Electric Underground Project report dated August 13, 2012.

a. Report on quiet zones

Mayor Bradley provided a brief summary and recommended that staff discuss this with the City of Orlando and Maitland since they are one of the first three municipalities who are willing to take this on. Mayor Bradley also recommended that we continue to pursue federal and state funding.

It was mentioned by both Mayor Bradley and Commissioner McMacken that the most important item is the design portion along with the associated costs and that

there might be a cost savings advantage if this can be done along with Orlando and Maitland.

Following a brief discussion, a majority of the Commission requested that City staff coordinate our efforts with City of Orlando and Maitland and for City Manager Knight to bring back a detailed report including the potential costs/financial information for review. The Commission requested to add this item on the next agenda as an action item.

Questions of the Commissioners included how much fence is required if we do not proceed with quiet zones and if these quiet zones are being moved forward under noise abatement or safety. Public Works Director Troy Attaway said a fence is required between the two train tracks in the area of the Sun Rail platform. City Manager Knight said it relates to eliminating the noise.

Additional item
Mayor Bradley asked that the installation of bicycle lanes on Lakemont and Aloma be added to City Manager Knight's action list of items to complete. A majority of the Commission agreed with the request.

City Attorney's Report

No items.

Non-Action Item

a. Financial Report – June 2012

Finance Director Wes Hamil provided the June 2012 financial report and answered questions.

Motion made by Commissioner McMacken to accept the Financial Report; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Consent Agenda

a. Approve the minutes of 7/23/2012.
b. Approve the following contracts and bid:
   1. Renewal with Metlife for RFP-18-2008 Group PPO Dental Benefit and authorize the Mayor to execute the Renewal Package document.
   2. Amendment 1 to Castille Company, Inc. for IFB-11-2011 Concrete Services; and authorize the Mayor to execute the Amendment.
   3. Amendment 1 to A. L. Construction Enterprises, Inc. for IFB-11-2011 Concrete Services and authorize the Mayor to execute the Amendment.
   4. Amendment 1 to Allcrete, Inc. for IFB-11-2011 Concrete Services and authorize the Mayor to execute the Amendment.

5. Amendment 1 to Compilog Construction Division for IFB-11-2011 Concrete Services; and authorize the Mayor to execute the Amendment.
6. Piggybacking Orange County contract Y11-1067 with Hubbard Construction Company for Furnish Asphalt Products; and authorize the Mayor to execute the piggyback contract.
7. Piggybacking Orange County contract Y11-1067 with Middlesex Asphalt, LLC. for Furnish Asphalt Products; and authorize the Mayor to execute the piggyback contract.
8. Piggybacking GSA Contract GS-07F-0115Y with General Sales Administration, Inc. dba Major Policy Supply for Total Solutions for Law Enforcement; and authorize the Mayor to execute the piggyback contract.
9. Award to Brown & Brown of Florida, Inc., RFP-13-2012 Insurance Agent/Broker of Record; and authorize the Mayor to execute the contract.

c. Approve the staff revisions to the City Debt Management Policy to address recommendations from the City Commission from the June 11, 2012 Commission meeting. – **PULLED FOR DISCUSSION, SEE BELOW**
d. Approve the City's membership in the Florida Municipal Power Agency (FMPA); and authorize the Mayor to execute the Interlocal Agreement. – **PULLED FOR DISCUSSION, SEE BELOW**

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

Consent Agenda Item 'c' - Approve the staff revisions to the City Debt Management Policy to address recommendations from the City Commission from the June 11, 2012 Commission meeting.

Mayor Bradley questioned why it would be a conflict of interest for a related party of the financial advisor to submit a hard bid. Attorney Brown and City Manager Knight suggested that if it were a competitive bid versus a negotiated sale it would not be a conflict. The Commission directed that the policy be modified to only exclude negotiated sales as a conflict.

Motion made by Commissioner Cooper to approve Consent Agenda Item 'c'. Motion failed for lack of a second.

Motion made by Mayor Bradley to table this item and for City Manager Knight to review this policy again with potential changes to it; seconded by Commissioner Leary. 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.

Consent Agenda Item 'd' - Approve the City's membership in the Florida Municipal Power Agency (FMPA); and authorize the Mayor to execute the Interlocal Agreement.

Mayor Bradley asked if this would create any additional liability. Commissioner McMacken shared the same concern. Electric Utility Director Jerry Warren said it does not.

Motion made by Mayor Bradley to approve Consent Agenda Item 'd'; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Action Items Requiring Discussion

a. Winter Park Memorial Hospital's "Pink Out" promotion for 2012

Mayor Bradley recused himself from voting by virtue of his employment with the Winter Park Hospital but noted that he personally supports it. Form 8B, Conflict of Interest, is made part of this record. Mayor Bradley turned the meeting over to Vice Mayor Leary.

Teresa Mairn with Winter Park Hospital provided a Powerpoint presentation. She explained that for the second year, Winter Park Memorial Hospital is proposing for City of Winter Park, Park Avenue and Hannibal Square to "go pink" during the month of September and October to bring awareness to breast health and the importance of the early detection of breast cancer.

Motion made by Commissioner McMacken to approve "Pink Out Winter Park"; seconded by Commissioner Sprinkel. Upon a roll call vote, Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-0 vote. Mayor Bradley did not vote.

b. Future Post Office discussions

City Manager Knight explained the letter he sent on July 20, 2012 on behalf of the City to the post office requesting a meeting regarding first right of refusal on the property. Mr. Knight distributed a copy of the response letter from the post office dated August 6, 2012 stating that at this time the property is not available for sale, nor do they anticipate the property becoming available in the foreseeable future. The letter also included the process and procedures that they will follow should they be willing to dispose of the property.

A brief discussion followed as to how they should proceed, if they should negotiate individually or as a team. Mayor Bradley clarified that the decision before them is that the entire Commission will represent the City in any negotiations or communications with the post office.

Commissioner Cooper addressed the need to be persistent and that as a private citizen she will continue to work toward this goal. Commissioner Sprinkel felt the response letter from the post office clearly defines their process for disposing of the property.

Motion made by Mayor Bradley that this is not the purvey of any one single Commissioner but the entire Commission; seconded by Commissioner Sprinkel.

Upon further discussion, Commissioner Leary suggested we stay in touch with our delegation and let the lobbyist handle it. Mayor Bradley and Commissioners McMacken and Sprinkel agreed.

Bill Shallcross, 1450 Bonnie Burn Circle, wished the Commission success on future negotiations with the post office.

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.

There was a majority consensus that we continue to keep an eye on this item. Commissioner Cooper preferred that we visit and become a known entity to the post office but will accept the decision of the Commission.

Mayor Bradley requested to add this item to the City Manager's Report so they can keep track of it. City Manager Knight acknowledged.

Public Hearings

a. ORDINANCE NO. 2880-12: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ESTABLISHING THE KEEP WINTER PARK BEAUTIFUL AND SUSTAINABILITY ADVISORY BOARD; AMENDING SECTIONS 2-47, 2-57, AND 2-62 OF THE MUNICIPAL CODE; REPEALING SECTION 2-57 OF THE MUNICIPAL CODE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. With the adoption of this ordinance, the Environmental Review Board will be dissolved.

Motion made by Commissioner McMacken to adopt the ordinance; 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.**

Mayor Bradley advised that he will be making appointments to this board at the next Commission meeting. (Note: the correct name of this board is: Keep Winter Park Beautiful and Sustainable Advisory Board).

b. Request of Interlachen Guarantor, LLC:

Planning Director Jeff Briggs provided the history and background for the request to extend the conditional use approval for an additional two years (to expire October 14, 2014) granted to the Ye Olde Bric condominium project located at 125 S. Interlachen Avenue. He explained why the zoning code provides for the expiration of conditional uses and as long as this project maintains a valid conditional use approval, it is vested under the Comprehensive Plan and Zoning Regulations in place when the project was approved in September 2006. In this case, the R-4 zoning district has been revised to reflect the policy adopted within the Comprehensive Plan that limits buildings to no greater than three stories in height within the Central Business District. The CBD includes the properties on the west side of Interlachen Avenue.

He also explained that the vesting of the additional building lot coverage granted (55% vs. 40% footprint) is not really an issue. The only question is for how long will the City vest the added height (4 stories - 45 feet versus 3 – 35 feet stories).

He commented that staff does not see any change in the conditions from August, 2010. The state of the residential condominium market is unchanged as are the characteristics of the surrounding area and the financial situation with this property. Staff recommendation is for approval of the extension until October 14, 2014.

Mr. Briggs answered questions and advised that no development agreement exists on this property; only the conditional use.

Motion made by Commissioner Cooper to approve the conditional use request; seconded by Commissioner Sprinkel.

Applicant Jim Moye provided a brief background and urged the Commission to grant the request.

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, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-65 "R-1AAA LAKEFRONT DISTRICT," AND SECTION 58-66 "R-1AA AND R-1A DISTRICTS," BY ADDING A SPECIAL SIDE SETBACK OPTION FOR NARROW LOTS PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

Building Director George Wiggins explained that prior to the second reading of the single family "glitch" ordinance staff received a request from resident Robert Poynter for a setback accommodation for architectural setback flexibility for new homes on small lots. This would only apply if built with garages in the rear. The City Commission was interested in this change but wanted a recommendation from

P&Z before proceeding. The P&Z Board discussed the request at length with a vote of 4-2 in favor of the request.

Mr. Wiggins explained the intent of the ordinance (only on small lots 60 feet or less and only if the garage is located in the rear) to remove the wedding cake setbacks (greater setbacks for the second floor). It increases the setback from 6 feet to 8 feet on the non-driveway side while allowing the setback on the driveway side to be 10 feet versus the current requirement for an 11 foot setback. It basically averages the side setbacks on the interior side from 6 feet - first floor and 11 feet – second floor to a consistent 8 feet. Under the current rules, if one does not want the wedding cake setbacks then both floors would be built with a 10 foot setback, so the change is for 2 feet. This change would accommodate certain architectural styles such as a Colonial or Italian Renaissance style of architecture.

Motion made by Mayor Bradley to approve the ordinance on first reading; seconded by Commissioner Sprinkel.

Mr. Wiggins responded to questions pertaining to setbacks and driveway widths.

Robert Poynter, 1309 Alberta Drive, spoke in favor of his request.

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.

Public Comment

Bill Shallcross, 1450 Bonnie Burn Circle, spoke about quiet zones and the need for public input.

City Commission Reports:

a. Commissioner Leary

1. Commissioner Leary reminded everyone to vote tomorrow if they haven't already.

2. Commissioner Leary asked for a status on the item that was tabled concerning the proposed second floor commercial zoning for Park Avenue and Comstock. Planning Director Jeff Briggs said EDAB is meeting tomorrow to discuss the item, P&Z will discuss this on September 11 and this issue will be on the September 24 Commission agenda.

3. Commissioner Leary asked for an update on the white paper report from ULI. CRA Director Dori Stone said it will be distributed at the end of the month along with their Economic Development Annual Report.

4. Commissioner Leary announced that next week Rollins college students will be returning to school.

b. Commissioner Sprinkel

1. Commissioner Sprinkel requested that we do not overload the City with too many wayfinding signs.

2. Commissioner Sprinkel requested a summary report be provided for grants applied for and grants received and electric car charging station usage.

3. Commissioner Sprinkel reminded everyone that school starts next Monday in Orange County.

4. Commissioner Sprinkel mentioned that she has received several phone calls from citizens regarding unfinished buildings/houses throughout the City and inquired about the process. Code Enforcement Director George Wiggins explained that the City has an ordinance that addresses this type of issue and once reported, their department will address the request.

5. Commissioner Sprinkel again mentioned that she would like for the City to implement a revolving credit card system so residents can pay their electric and water bills. She asked if staff can look into this.

c. Commissioner Cooper

1. Commissioner Cooper congratulated City Manager Knight and Jerry Warren on maintaining the AA rating from Fitch.

2. Commissioner Cooper addressed other cities implementing a code which requires window treatments on vacant buildings. When speaking to some Park Avenue merchants about this concept, they shared their interest in possibly displaying their merchandise in the windows. She said that it sounds as if there might be a cooperative effort and suggested having the CRA Department investigate this further.

3. Commissioner Cooper asked that staff provides to them all reports and information pertaining to agenda topics prior to their decision making.

d. Commissioner McMacken

1. Commissioner McMacken shared his concern with the agenda packet file being too large and hard to download from the website. He asked that staff break down the files if they are too large in size.

2. Commissioner McMacken requested that the median on Pennsylvania and Fairbanks Avenues be cleaned up. Mr. Attaway explained that we do not want to jeopardize our project and that the City will take it over once FDOT has finalized our project.

e. Mayor Bradley

1. Mayor Bradley asked when the Commission will see the list of City goals. City Manager Knight said the item is being finalized and will be coming to them shortly.

2. Mayor Bradley reminded everyone that the budget conversation will be on the next agenda.

The meeting adjourned at 5:21p.m.

_____
Mayor Kenneth W. Bradley

ATTEST:

_____
City Clerk Cynthia S. Bonham

city commission agenda item

item type	Consent Agenda	meeting date	August 27, 2012
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.	Tom's Sod Service, Inc.	Amendment Number 3 for IFB-36-2010 Annual Agreement for the Purchase of Various Sod Turfs, Installation & Services	Total annual expenditure included in approved budget.	Commission approve Amendment 3 to Tom's Sod Service, Inc. and authorize the Mayor to execute the Amendment.
	The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded on August 31, 2010 for a period of one (1) year, with an option to renew for up to two (2) additional one (1) year periods, not to exceed three years in total. The current contract term will expire on August 30, 2012.			
2.	Aetna	Contract Renewal for RFP-6-2007 Medical Insurance	Total of $5.9 million has been included in FY13 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, 2012 through September 30, 2013.			
3.	Ricoh Americas Corporation	Order and Lease Agreement for Aficio MP C6501 Reconditioned Copier for Community Center	Total annual expenditure included in budget. Amount: $5,960.16	Commission authorize the Mayor to execute the Order and Lease Agreement.
	The City of Winter Park is under contract with Ricoh for multi-function devices, piggybacking the University of South Florida contract. This Order Agreement will allow for a unit upgrade at the Community Center.			

Piggyback contracts

	vendor	item | background	fiscal impact	motion | recommendation
4.	Awarded contractors as identified by Orange County	Piggyback contract for Motor Fuels (Orange County contract Y11-1014)	Total annual expenditure included in approved budget.	Commission approve piggybacking Orange County contract Y11-1014 for Motor Fuels and authorize the Mayor to execute the Piggyback Contracts.
	Orange County utilized a competitive bidding process to award this contract. The contract was awarded to two (2) firms, each having an active contract through June 6, 2013. The city will utilize whichever contractor has the most advantageous pricing for the fuel type required.			

city commission agenda item

item type	Consent Agenda	meeting date	August 27, 2012
prepared by department division	David Zusi Water & wastewater Utilities Administration	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Subordination of City of Winter Park Utility Interests to the Florida Department of Transportation. The following three (3) easement subordinations are necessary for the I-4 Corridor Project; F. P. No. 242484 5. Parcel Numbers 544.8, 545.10R, and 179.21.

motion | recommendation

Recommend approval of the three easement subordinations.

background

In conjunction with the future I-4 corridor improvements FDOT District 5 is requesting subordination of the above referenced, and attached detailed utility easements.

alternatives | other considerations

None

fiscal impact

If subordinated, the FDOT will reimburse the City for any costs necessary to relocate existing utilities within the easements.

long-term impact

None

strategic objective

Quality infrastructure.

23-UTL04-09/01
April 1, 2011
This instrument prepared by
JENIFER A. PATTERSON
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 544.8
SECTION 75280
F.P. NO. 242484 5
STATE ROAD 400 (I-4)
COUNTY ORANGE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and the CITY OF WINTER PARK, FLORIDA, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 544
RIGHT OF WAY

SECTION NO. 75280
FP NO. 242484 5

THAT PART OF:

"Part of Section Two (2), Township Twenty-two (22) South, Range Twenty-nine (29) East, more particularly described as follows: From the Southeast corner of the SW ¼ of the NW ¼ of Section 2, Township 22 South, Range 29 East, run N 03° 24' 47" E. along the East line of said SW ¼ of the NW ¼ a distance of 1003.12 feet, thence N 51° 06' 24" E, a distance of 123.25 feet for a point of beginning, continue thence N 51° 06' 24" E, a distance of 180 feet to a point on the Southerly right of way line of Lee Road, thence N 38° 53' 36" W, along said right of way line a distance of 69.95 feet to the P. C. of a curve concave Southwesterly having a radius of 904.93 feet, run thence along the arc of said curve and said right of way line, through a central angle of 03° 48' 17" a distance of 60.09 feet, thence S 51° 06' 24" W, a distance of 178.01 feet, thence S 38° 53' 36" E, a distance of 130 feet to the point of beginning, LESS AND EXCEPT ANY PART OF SUCH PROPERTY TAKEN OR USED FOR RIGHTS-OF-WAY FOR PUBLIC STREETS OR ROADS."

(The above described lands being described and recorded in Official Records Book 5297, Page 4412, Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6 inch by 6 inch concrete monument with a 3/4 inch iron pipe in the center (no identification) at the Southwest corner of the Northwest 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation

Right of Way Map for State Road 400, F.P. No. 242484 4 on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida, run North 89 degrees 26 minutes 01 seconds East 1331.01 feet along the South boundary of said Northwest 1/4 to the Southeast corner of the Southwest 1/4 of said Northwest 1/4; thence North 03 degrees 25 minutes 21 seconds East 1003.48 feet along the East boundary of said Southwest 1/4 of the Northwest 1/4 to a point; thence North 51 degree 10 minutes 44 seconds East 123.09 feet to the most Southerly corner of that certain parcel as described and recorded in Official Record Book 5297, Page 4412, Public Records of Orange County, Florida; thence North 38 degrees 49 minutes 16 seconds West 107.89 feet along the Southwesterly boundary of said parcel to the POINT OF BEGINNING, said point being 228.68 feet Southwesterly of, when measured radially to, centerline of survey of State Road 438 station 115+35.04 as shown on the aforesaid Right of Way Map of State Road 400; thence continue North 38 degrees 49 minutes 16 seconds West 21.79 feet along said Southwesterly boundary to the most Westerly corner of said parcel; thence North 51 degrees 07 minutes 57 seconds East 177.70 feet along the Northwesterly boundary of said parcel to the most Northerly corner of said parcel, said point also being on the Southerly right of way line of the aforesaid State Road 438 and being on a non-tangent curve concave Southwesterly and having a radius of 904.93 feet; thence from a tangent bearing of South 42 degrees 34 minutes 57 seconds East run Southeasterly 24.75 feet along said Southerly right of way line with a chord bearing of South 41 degrees 47 minutes 55 seconds East through a central angle of 01 degrees 34 minutes 02 seconds to a point being 50.00 feet Southwesterly of, when measured radially to, centerline of survey of State Road 438 station 115+47.71 as shown on said Right of Way Map; thence North 83 degrees 52 minutes 03 seconds West 27.89 feet to a point; thence South 51 degree 07 minutes 57 seconds West 63.08 feet to the beginning of a non-tangent curve concave Southeasterly and having a radius of 255.70 feet; thence from a tangent bearing of South 51 degrees 06 minutes 24 seconds West run Southwesterly 64.14 feet along the arc of said curve with a chord bearing of South 43 degrees 55 minutes 14 seconds West through a central angle of 14 degrees 22 minutes 21 seconds to the beginning of a non-tangent curve concave Southeasterly and having a radius of 258.00 feet; thence from a tangent bearing of South 39 degrees 54 minutes 22 seconds West run Southwesterly 33.89 feet along the arc of said curve with a chord bearing of South 36 degrees 08 minutes 35 seconds West through a central angle of 07 degree 31 minutes 34 seconds to the Point of Beginning.

CONTAINING: 1637 Square feet, more or less.

This legal description prepared under the direction of:
John B. Early, PLS #1819
Jones, Wood & Gentry, Inc., LB1
3841 E. Colonial Drive
Orlando, Florida 32803
Date: March 13, 2007
(407) 898-7780

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Utility Easement	10/6/1969	C.F. Gaines & Amelia Gaines	Win-Mac Corporation	1886/69

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or

require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
George S. Lovett, Attorney,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review:

By:_____
Office of General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

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

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF WINTER PARK, FLORIDA,
By Its Board of City Commissioners

By:_____

Its Chairperson
(or Vice-Chairperson)

ATTEST:_____

Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ _____ as identification.

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

23-UTL04-09/01
July 27, 2011
This instrument prepared by
JENIFER A. PATTERSON
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 545.10R
SECTION 75280
F.P. NO. 242484 5
STATE ROAD 400 (I-4)
COUNTY ORANGE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and the CITY OF WINTER PARK, FLORIDA, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 545
RIGHT OF WAY

SECTION NO. 75280
FP NO. 242484 5

THAT PART OF:

"A portion of the Southwest ¼ of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, Orange County, Florida, being described as follows:

Commence at the Southeast corner of said Southwest ¼ of the Northwest 1/4 of Section 2; thence run N 03°24'47" E along the east line of said Southwest ¼ of the Northwest ¼, 579.57 feet; thence run S 88°13'33" W, 368.26 feet; thence run N 01°54'49" W, 200.00 feet; thence run N 88°05'11" E, 184.17 feet; run thence N 01°54'49" W, 96.39 feet to the Point of Beginning; thence run N 01°54'49" W, 354.00 feet; thence run N 51°00'25" E, 132.21 feet; thence run N 03°09'47" E, 186.67 feet to the Southerly right of way line of Lee Road being a curve concave to the Southwest; thence run Southeasterly along said curve having a central angle of 21°28'09", a radius of 904.93 feet, an arc length of 339.08 feet, a chord bearing of S 53°22'28" E and a chord distance of 337.10 feet; thence departing said Southerly right of way line S 51°06'24" W,320.83 feet; thence run S 38°53'36" E. 20.63 feet; thence run S 01°54'22" E, 200.17 feet; thence run S 88°05'38" W, 141,76 feet; to the Point of Beginning."

(The above described lands being described and recorded in Official Records Book 5586, Page 3142, Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6 inch by 6 inch concrete monument with a 3/4 inch iron pipe in the center (no identification) at the Southwest corner of the Northwest 1/4 of Section 2, Township 22 South, Range 29 East, Orange County, Florida as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 75280, F.P. No. 242484 5 on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida, run North 89 degrees 26 minutes 01 seconds East 1331.01 feet along the South boundary of said Northwest 1/4 to the Southeast corner of the Southwest 1/4 of said Northwest 1/4; thence North 03 degrees 25 minutes 21 seconds East 1003.48 feet along the East boundary of said Southwest 1/4 of the Northwest 1/4 to a point; thence North 51 degree 10 minutes 44 seconds East 123.09 feet to the most Southerly corner of that certain parcel as described and recorded in Official Record Book 5297, Page 4412, Public Records of Orange County, Florida; thence North 38 degrees 49 minutes 16 seconds West 129.68 feet along the Southwesterly boundary of said parcel to the POINT OF BEGINNING, said point being on the Southeasterly boundary of that certain parcel as described and recorded in Official Record Book 5586, Page 3142, Public Records of Orange County, Florida; thence South 51 degrees 07 minutes 57 seconds West 73.24 feet along said Southeasterly boundary to a point 300.20 feet Southwesterly of, when measured radially to, centerline of survey of State Road 438 station 114+97.88 as shown on the aforesaid Right of Way Map of State Road 400, said point being on a non-tangent curve concave Southeasterly and having a radius of 295.61 feet; thence from a tangent bearing of North 16 degrees 21 minutes 16 seconds East run Northeasterly 179.34 feet along the arc of said curve with a chord bearing of North 33 degrees 44 minutes 06 seconds East through a central angle of 34 degrees 45 minutes 39 seconds to the point of tangency of said curve; thence North 51 degrees 06 minutes 55 seconds East 53.40 feet to a point; thence North 02 degrees 31 minutes 30 seconds East 31.42 feet to the Southerly right of way line of the aforesaid State Road 438 as shown on said Right of Way Map of State Road 400, said point being on a non-tangent curve concave Southwesterly and having a radius of 904.93 feet; thence from a tangent bearing of South 47 degrees 26 minutes 55 seconds East run Southeasterly 76.86 feet along said Southerly right of way line with a chord bearing of South 45 degrees 00 minutes 56 seconds East through a central angle of 04 degrees 51 minutes 59 seconds to the most Easterly corner of the aforesaid parcel; thence South 51 degrees 07 minutes 57 seconds West 177.70 feet along the aforesaid Southeasterly boundary of said parcel to the Point of Beginning.

CONTAINING: 10565 Square feet, more or less.

This legal description prepared under the direction of:
Thomas J. Croonquist, PSM No. 5591
Licensed Business No. 24
PBS&J
726 Woodland Boulevard
DeLand, Florida 32720
(386) 736-7275

Date: November 12, 2008

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Utility Easement	10/6/1969	C.F. Gaines & Amelia Gaines	Win-Mac Corporation	1886/69

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities

within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION
By:_____
Alan E. Hyman, P.E.
District Director Of
Transportation Operations
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Alan E. Hyman, P.E., District Director of Transportation Operations for District Five, who is personally known to me or who has produced _____ as identification.

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

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF WINTER PARK, FLORIDA,
By Its Board of City Commissioners

By:_____

Its Chairperson
(or Vice-Chairperson)

ATTEST:_____

Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ _____ as identification.

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

297811 RECORD 3.00 pd

OCT 28 12 13 PM '69

O.R. 1886 PG 69

EASEMENT GRANT

THIS INDENTURE, Made this 6th day of October, 1969, between C. F. GAINES and AMELIA GAINES, party of the first part, and WIN-MAC CORPORATION, INC., a Florida corporation, party of the second part, whose post office address is 227 South Orlando Avenue, Winter Park, Florida, 32789,

.30
.55

WITNESSETH, that the party of the first part for and in consideration of the sum of $1.00 paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby give and grant to the party of the second part a non-exclusive easement for utility purposes over and upon the following described property:

A utility easement over the Northeasterly 20' feet of the Southeasterly 150 feet (said 20 feet being adjacent to and contiguous with the Southwesterly boundary of Lee Road) of the following described parcel:

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 2, Township 22 South, Range 29 East; run thence along the West line of said Southeast Quarter of the Northwest Quarter, North 2°44'07" East 1,002.40 feet to the Point of Beginning; run thence North 50°26'45" East 303.08 feet to the Southwesterly right of way of Lee Road; run thence North 39° 33'15" West 69.95 feet to the P.C. of a 6°19'53" curve to the left having a radius of 904.93 feet and an intersection angle of 14°45'15"; run thence Northwesterly along the arc of said curve 233.03 feet to the West line of the Northeast Quarter of the Northwest Quarter of said Section 2; run thence South 2°44'07" West 406.09 feet to the Point of Beginning.

Being a portion of the Southeast Quarter of the Northwest Quarter and a portion of the Northeast Quarter of the Northwest Quarter of Section 2, Township 21 South, Range 29 East.

Win-Mac Corp
227 S. Orlando Ave
Winter Park, Fla.

TO HAVE AND TO HOLD the said easement unto the party of the second part and its successors for the purpose aforesaid.

IN WITNESS WHEREOF, We have caused these presents to be signed and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Susan Wilson
Harold A Dolly

C. F. Gaines (SEAL)

Amelia Gaines (SEAL)

O.R. 1886 PG 70

STATE OF NEW YORK

COUNTY OF CHENANGO

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared C. F. GAINES and AMELIA GAINES, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 6th day of October, 1969.

Beverly A. Dolly
Notary Public
My Commission expires

BEVERLY A. DOLLY
Notary Public in the State of New York
Residing in Chenango County
Registration No. [illegible]
My Commission Expires March 30, 1971

RECORDED & RECORD VERIFIED

Clerk of
Circuit Court, Orange Co., Fla.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
COMPTROLLER
OCT 28 '69
$00.30

ORANGE COUNTY
FLORIDA
OCT 28 '69
DOCUMENTARY SURTAX
$00.55

23-UTL04-09/01
April 1, 2011
This instrument prepared by
JENIFER A. PATTERSON
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 179.21
SECTION 75280
F.P. NO. 242484 5
STATE ROAD 400 (I-4)
COUNTY ORANGE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and the CITY OF WINTER PARK, FLORIDA, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 179

Section 75280
F.P. No. 2424845

ALL OF:

Parcel I

"Beginning at a point on the East-West Center Section line of Section 2, Township 22 South, Range 29 East, Orange County, Florida lying South 89°25'44" West, 915.44 feet of the center of said Section 2; thence run South 89°25'44" West along said East-West Center Section line of Section 2, a distance of 415.90 feet; thence North 03°26'31" East 1003.02 feet; thence North 51°09'03" East 3.08 feet; thence South 38°50'57" East, 244.94 feet to the Point of Curvature of a curve concave Northeasterly and having a radius of 1304.93 feet; thence run Southeasterly along the arc of said curve 378.48 feet through a central angle of 16°37'05"; thence South 26°56'17" West. 511.69 feet; thence South 58°18'48" East, 182.02 feet to the Point of Beginning."

"Together with:

An interest in a Road Right of Way easement as per Official Records Book 1889, Page 666, Public Records of Orange County, Florida over the Southeasterly 22.00 feet of the following described parcel: From the Northeast corner of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, Orange County, Florida run along the East line of said Northwest ¼ of Section 2, South 03°00'00" West, 2145.98 feet; thence run South 89°26'30" West 140.53 feet to the Point of Curvature of a 05°42'05" curve to the right, having a radius of 1004.93 feet and a central angle of 51°00'15"; thence run Northwesterly along the arc of said curve 639.52 feet; thence South 35°54'14" West, 30.00 feet to the Point of Beginning; thence continue South 35°54'14" West. 270.00 feet to a point on the arc of a 04°23'27" curve to the right, having a

radius of 1304.93 feet and running parallel with the preceding curve; thence run Northwesterly along the arc of said curve 259.70 feet; thence North 47°18'24" East, 270.00 feet to a point on the arc of a 1034.93 feet curve to the left and running parallel with the preceding curves; thence run Southeasterly along the arc of said curve 205.97 feet to the Point of Beginning."

AND

"Parcel II

"From the West ¼ Section corner of Section 2, Township 22, Range 29 East, Orange County, Florida, run North 89°25'52" East along the South line of the Northwest ¼ of said Section 2 a distance of 846.60 feet; thence run North 00°34'08" West 35.00 feet to a point on the North right of way of Courtland Street and the Point of Beginning; thence run North 89°25'52" East along the North right of way line of Courtland Street 486.60 feet to a point on the East line of the Southwest ¼ of the Northwest ¼ of said Section 2; thence run North 03°24'47" East along said East line 549.50 feet; thence run South 88°13'33 West 368.26 feet; thence run North 01°54'49 West 200.00 feet to a point on the South line of the State Road Department Storage Area; thence run South 88°05'11" West along said South line 415.83 feet; thence run South 01°54'49" East 140.27 feet; thence run North 88°05'11" East 94.56 feet; thence run South 00°34'08" East 510.60 feet; thence run North 89°25'52" East, 166.00 feet; thence run South 00°34'08" East 82.00 feet to the Point of Beginning."

"Together with an Easement for Drainage over and across the following described Parcel:

From the West ¼ corner of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run North 89°25'52" East 846.60 feet; thence run North 00°34'08" West, 35.00 feet to a point on the North right-of-way line of Courtland Street; thence run North 89°25'52" East, along said North right-of-way line, 486.60 feet to a point on the East line of Southwest ¼ of the Northwest ¼ of said Section 2; thence run North 03°24'47" East, along said East line, 549.50 feet; thence run South 88°13'33" West, 368.26 feet; thence run North 01°54'49" West, 200.00 feet; thence run South 88°05'11" West, 130.00 feet for a Point of Beginning; thence continue South 88°05'11" West, 40.00 feet; thence run North 01°54'49" West 210.00 feet; thence run North 88°05'11" East, 40.00 feet; thence run South 01°54'49" East, 210.00 feet to the Poing of Beginning."

(All of the above said property being lands described in Official Records Book 5827, Page 1313, Public Records of Orange County, Florida.)

AND

ALL OF:

"A portion of the Southwest ¼ of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, Orange County, Florida, being described as follows:

Commence at the Southeast corner of said Southwest ¼ of the Northwest ¼ of Section 2; thence run North 03°24'47" East along the East line of said Southwest ¼ of the Northwest ¼, 579.57 feet to the Point of Beginning; thence run South 88°13'33" West, 368.26 feet; thence run North 01°54'49" West, 200.00 feet; thence run North 88°05'11" East, 184.17 feet; thence run North 01°54'49" West, 96.39 feet; thence run North 88°05'38" East, 142.11 feet; thence run North 01°54'22" West 200.17 feet; thence run North 38°53'36" West 20.63 feet; thence run North 51°06'24" East, 142.62 feet; thence run South 38°53'36" East, 130.00 feet; thence run South 51°06'24" West, 123.25 feet; thence run South 03°24'47" West, 423.55 feet to the Point of Beginning.

Together with rights and interests in and to Easements recorded in O.R. Book 5382, Page 176, O.R. 5382, Page 190, O.R. Book 5585, Page 1204, and O.R. Book 5585, Page 1226, O.R. 1886, Page 71, and O.R. Book 1894, Page 436, all of the Public Records of Orange County, Florida"

(Said property being the same lands as described in Official Records Book 5827, Page 1311,

Public Records of Orange County, Florida.)

AND

ALL OF THE FOLLOWING DESCRIBED LAND:

"From the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run North 89 degrees 28 minutes 25 seconds East, along the North line of said Southwest ¼ of the Northwest ¼, a distance of 329.32 feet, thence run South 03 degrees 09 minutes 47 seconds West, parallel with the West line of said Southwest 1/4 of the Northwest ¼, a distance of 260.70 feet; thence North 88 degrees 05 minutes 11 seconds East a distance of 23.04 feet along the Northerly line of the State Road Department Storage Area to the Point of Beginning; thence along said storage area the following courses and distances: North 88 degrees 05 minutes 11 seconds East, 148.61 feet; North 01 degrees 54 minutes 49 seconds West 125.00 feet; North 88 degrees 05 minutes 11 seconds East, 600.00 feet; South 01degrees 54 minutes 49 seconds East 450.00 feet; South 88 degrees 05 minutes 11 seconds West 600.00 feet; North 01 degrees 54 minutes 49 seconds West 130.00 feet; South 88 degrees 05 minutes 11 seconds West 149.01 feet; North 01 degrees 47 minutes 46 seconds West 195.00 feet to the Point of Beginning."

(Being land described in Official Records Book 6215, Page 2811, and further described in Official Records Book 7885, Page 4115, Public Records of Orange County, Florida.)

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	9/12/1969	C.F. Gaines & Amelia Gaines	Win-Mac Corporation	1886/71
Easement	5/16/1988	Charles W. Clayton, Jr., et.al.	AJAL Enterprises, Inc.	3981/3674

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss

or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
George S. Lovett, Attorney,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review:

By:_____
Office of General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

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

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF WINTER PARK, FLORIDA,
By Its Board of City
Commissioners

By:_____

Its Chairperson
(or Vice-Chairperson)

ATTEST:_____

Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ _____ as identification.

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

297812 RECORDED 3.00 pd.
Oct 28 12 13 PM '69

O.R. 1886 PG 71

EASEMENT GRANT

THIS INDENTURE, Made the 17th day of September, 1969, between C. F. GAINES and AMELIA GAINES, party of the first part, and WIN-MAC CORPORATION, INC., a Florida corporation, party of the second part, whose post office address is 227 South Orlando Avenue, Winter Park, Florida 32789,

31
.55

WITNESSETH, that the party of the first part for and in consideration of the sum of $1.00 paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby give and grant to the party of the second part a non-exclusive easement for utility purposes over and upon the following described property:

A utility easement over the Southeasterly 10 feet of the following described parcel:

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 2, Township 22 South, Range 29 East; run thence along the West line of said Southeast Quarter of the Northwest Quarter, North 2°44'07" East 1,002.40 feet to the Point of Beginning; run thence North 50°26'45" East 303.08 feet to the Southwesterly right of way of Lee Road; run thence North 39° 33'15" West 69.95 feet to the P. C. of a 6°19'53" curve to the left having a radius of 904.93 feet and an intersection angle of 14°45'15"; run thence Northwesterly along the arc of said curve 233.03 feet to the West line of the Northeast Quarter of the Northwest Quarter of said Section 2; run thence South 2°44'07" West 406.09 feet to the Point of Beginning.

Being a portion of the Southeast Quarter of the Northwest Quarter and a portion of the Northeast Quarter of the Northwest Quarter of Section 2, Township 21 South, Range 29 East.

Win-Mac Corp. 227 S. Orlando Ave. Winter Park, Fla.

TO HAVE AND TO HOLD the said easement unto the party of the second part and its successors for the purpose aforesaid.

IN WITNESS WHEREOF, We have caused these presents to be signed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary C. Wilson

Teresa J. Kemp

C. F. Gaines (SEAL)

Amelia Gaines (SEAL)

STATE OF *New York*
COUNTY OF *Chenango*

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared C. F. GAINES and AMELIA GAINES, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *12th* day of September, 1969.

[signature]
Notary Public
My commission expires: *3/30/71*

BEVERLY A. DOLLY
Notary Public in the State of New York
[illegible]
[illegible]
My Commission Expires March 30, 19*71*

RECORDED & RECORD VERIFIED
[signature] Clerk of
Circuit Court, Orange Co., Fla.

STATE OF FLORIDA DOCUMENTARY STAMP TAX
COMPTROLLER
OCT 20 69
00.30

ORANGE COUNTY
FLORIDA
DOCUMENTARY SUR TAX
OCT 20 69
00.55

Rec Fee 25.00
Add Rec 3.50
Doc Tax
Int Tax
Total 28.50
THOMAS H. LOCKEL, Orange County Comptroller
By
Deputy Clerk

CONDITIONAL INGRESS/EGRESS EASEMENT

THIS EASEMENT is made and entered into as of the 11th day of May, 1988 by and between CHARLES W. CLAYTON, JR. and JOAN B. CLAYTON, his wife, W. MALCOLM CLAYTON and MARY H. CLAYTON, his wife, (hereinafter referred to as "Grantors"), and AJAL ENTERPRISES, INC., (hereinafter referred to as "Grantee").

3005404 ORANGE CO. FL.
02:20:40PM 05/17/88

WITNESSETH:

OR3981 PG3674

Grantors desire to grant to the Grantee, its successors-in-interest and assigns, a certain non-exclusive easement for ingress and egress over and across the following described real property located in Orange County, Florida (hereinafter referred to as the "Property"):

A strip of land thirty-five feet (35') in width along the southern boundary line of the real property described in Exhibit "B" attached hereto.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS paid to Grantors by Grantee and in consideration of the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, each of the parties hereto covenants and agrees as follows:

1. Conditional Grant of Easement: Grantors do hereby conditionally give, grant and convey to Grantee its successors-in-interest, and assigns, as well as for the benefit of its respective officers, tenants, employees, agents, customers, business visitors, guests, licensees and invitees, a non-exclusive easement, right and privilege of use, for the purposes of pedestrian and automotive ingress, egress and passage over and across the Property. This easement is for the benefit of and appurtenant to that land, or any portion thereof, described in Exhibit "A" attached hereto.

(a) It is agreed that the aforementioned easement and the grant of such easement, rights and privileges, as well as the benefits from said grant are not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

(b) Grantors do hereby grant to Grantees, their successors-in-interest, devisees and assigns, an easement to come upon the Property, to perform any work which must be performed to maintain the easement of ingress and egress or any utility that is installed as set forth herein.

(c) The easements specified herein are to be superior to all leases, sales, conveyances, transfers, assigns, contracts, mortgages and other encumbrances and documents in any way affecting the Property, and any party foreclosing any such mortgage, deed of trust, lien or encumbrance, and all persons or entities acquiring title or interest in any portion of the Property shall acquire and hold the title of such property or any portion thereof subject to the aforementioned easements.

Prepared By: Marvin L. Beaman, Jr., Esq.
Return To: Marvin L. Beaman, Jr., P.A.
605 N. Wymore Rd.
Winter Park, Florida 32789-2893

#88-3-15-3

2. Erection of Barricades. The Grantors shall not erect or permit the erection of any curbing, fencing or other barriers or obstructions on the Property that will in any way interfere with the use of said easement. Said easement shall be kept open at all times for the free use thereof as intended herein.

3. Maintenance. Grantee shall be responsible for fifty per cent (50%) of the cost of maintenance of the property and shall reimburse Grantor for its share of said maintenance expenses upon proof of payment therefore by Grantor.

4. Notwithstanding anything contained in this agreement to the contrary, the easement provided for herein is limited as follows:

A. The easement provided for herein shall not be effective until such time as Grantors develop and construct permanent improvements upon the real property described in Exhibit "B" (definition of improvements shall not include the construction or installation of signs, billboards, or other type signage).

B. The payment in advance by Grantee to Grantors of 50% of the projected total cost of the construction of the easement area in accordance with applicable Governmental regulations based upon engineer's estimate of cost. The final cost of said improvement to be paid equally by Grantors and Grantee.

C. The easement shall terminate upon the sale of the real property described in Exhibit "B" to a third party following Grantee's failure to exercise Right of First Refusaldated even date herewith and recorded in Orange County, Florida. In that event, the Grantee agrees to execute any documents deemed necessary by Grantors to reflect the release of said Easement by Grantee.

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

Signed, sealed and delivered
in the presence of:

GRANTORS:

CHARLES W. CLAYTON, JR.

JOAN B. CLAYTON

OR3981 PG3675

GRANTORS:

W. MALCOLM CLAYTON

MARY H. CLAYTON

GRANTEE:

AJAL ENTERPRISES, INC.

BY:

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgments, personally appeared CHARLES W. CLAYTON, JR. and JOAN B. CLAYTON to me known and known to me to be the persons described in the foregoing instrument and they acknowledged to and before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 16 day of May, 1988.

Notary Public, State of Florida
My Commission Expires March 25, 1989
Bonded Thru Troy Fain-Insurance, Inc.

Notary Public, Florida at Large
My commission expires:

(Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgments, personally appeared W. MALCOLM CLAYTON and MARY H. CLAYTON to me known and known to me to be the persons described in the foregoing instrument and they acknowledged to and before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of May, 1988.

Notary Public, State of Florida
My Commission Expires March 25, 1989
Bonded Thru Troy Fain-Insurance, Inc.

Notary Public, Florida at Large
My commission expires:

(Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME personally appeared ARVIND M. PATEL to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President, of AJAL ENTERPRISES, INC., a corporation, and acknowledges to and before me that he executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 16th day of May, A.D., 1988.

Notary Public, Florida at Large

My commission expires:

(Seal)

Notary Public State of Florida
My Commission Expires March 25, 1989
Bonded Thru Troy Fain - Insurance, Inc.

MARVIN L. BEAMAN, JR. NOTARY PUBLIC STATE OF FLORIDA

OR3981 PG3677

BEGINNING at a point on the East-West Center Section line of Section 2, Township 22 South, Range 29 East, Orange County, Florida lying S.89°25'44"W. 535.44 feet of the center of said Section 2; thence run S.89°25'44"W. along said East-West Center Section line of Section 2 a distance of 380.00 feet; thence N.58°18'48"W. 182.02 feet; thence N. 26°56'17" E. 511.69 feet to a point on a curve concave Northeasterly with a radius of 1304.93 feet and a central angle of 12°51'43"; thence from a tangent bearing of S.53°28'02" E. run Southeasterly along the arc of said curve 292.94 feet to the West right of way line of Interstate Highway No. 4; thence run S. 08°09'43" E. along said West right of way line of Interstate Highway No. 4 a distance of 297.49 feet; thence S. 01°28'04" E. 115.86 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

From the center of Section 2, Township 22 South, Range 29 East, Orange County, Florida run along the East-West Center Section Line of said Section 2, S.89°25'44'W. 535.44 feet; thence N.01°28'04"W. 115.86 feet; thence N.08°09'43'W. 297.49 feet to a point on a curve concave Northeasterly and having a radius of 1304.93 feet; thence from a tangent bearing of N.68°19'45"W., run Northwesterly along the arc of said curve 23.00 feet through a central angle of 01°00'36' to the point of beginning. Thence continue along the arc of said curve 13.00 feet through a central angle of 00°34'15"; thence N.31°06'54"E. 11.42 feet; thence S.54°03'44"E. 12.82 feet; thence S.30°28'53"W. 8.50 feet to the point of beginning. Containing 0.1869 acres more or less.

SUBJECT TO a perpetual non-exclusive easement for purposes of ingress and egress and utilities over, under and across the following described property which is reserved by Grantors in favor of Charles W. Clayton, Jr., Joan B. Clayton, W. Malcolm Clayton and Mary H. Clayton, their successors-in-interest, devisees and assigns, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees and invitees.

A strip of land lying 30.00 feet Southwesterly of and at right angles to the following described line:

FROM the center of Section 2, Township 22 South, Range 29 East, Orange County, Florida, run along the East-West Center Section line of said Section 2, S.89°25'44"W. 535.44 feet; thence N.01°28'04"W., 115.86 feet; thence N. 08°09'43"W. 297.49 feet to the point of beginning, said point being on a curve concave Northeasterly and having a radius of 1304.93 feet; thence from a tangent bearing of N.68°19'45"W., run Northwesterly along the arc of said curve 292.94 feet through a central angle of 12°51'43" to the point of termination.

EXHIBIT "A"

Beginning at a point on the East-West Center Section line of Section 2, Township 22 South, Range 29 East, Orange County, Florida lying S.89°25'44"W. 915.44 feet of the center of said Section 2; thence run S.89°25'44"W. along said East-West Center Section line of Section 2, a distance of 415.90 feet; thence N.03°26'31"E. 1003.02 feet; thence N.51°09'03"E. 3.08 feet; thence S.38°50'57"E. 244.94 feet to the point of curvature of a curve concave Northeasterly and having a radius of 1304.93 feet; thence run Southeasterly along the arc of said curve 378.48 feet through a central angle of 16°37'05"; thence S.26°56'17"W. 511.69 feet; thence S.58°18'48"E. 182.02 feet to the point of beginning. Containing 6.6336 acres more or less.

RECORDED & RECORD VERIFIED
Thomas H. Locke
County Comptroller, Orange Co., FL

OR3981 PG3679

EXHIBIT "B"

city commission agenda item

item type	Consent Agenda	meeting date	August 27, 2012
prepared by department division	Wes Hamil, Finance Director Finance	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

City Debt Management Policy

motion | recommendation

Approve staff revisions to City Management Debt Policy to address recommendations from the City Commission from the August 13, 2012 Commission meeting.

Background

At the August 13 Commission meeting, the Commission approved allowing an affiliate of the City's financial advisor to serve as underwriter on a loan, bond or other undertaking provided it is competitively bid through a process that does not give the affiliate an advantage over other potential underwriters who may submit bids.

The attached policy has been revised to reflect this accommodation. The additional language is highlighted on page 6 of the policy.

alternatives | other considerations

N/A

fiscal impact

None

long-term impact

None

strategic objective

N/A

DEBT MANAGEMENT POLICY

CITY OF WINTER PARK, FLORIDA

1. **Administration of debt policy:** The Finance Director of the City of Winter Park, Florida (the "City") is charged with overseeing and implementing the provisions of this policy. It shall be his/her specific responsibility to recommend to the City Manager/Assistant City Manager and subsequently to the City Commission the selection of any external agents (bond counsel, financial advisors, underwriters, arbitrage rebate consultants, paying agents, trustees, printers, etc.), to review the proposed annual capital expenditures and financing plan, to recommend specific projects for debt financing, to participate as members of the financing team in the issuance of any debt obligations of the City, and to ensure all continuing disclosure requirements are met following the sale of bonds.

   The City Manager and Finance Director are responsible for administration of the City's financial policies. The City Commission is responsible for the approval of any form of the City's borrowing and the details associated therewith. Unless otherwise designated, the Finance Director coordinates the administration and issuance of debt.

2. **Purpose and Objective:** The adoption of a written debt policy by the City Commission and its active use help ensure a consistent approach to debt issuance which will benefit existing and future holders of City debt. Access to capital markets at reasonable interest rates and credit terms is a fundamental goal that is facilitated through the adoption of appropriate debt policies taking into consideration the amount and types of fixed and variable rate debt given the City's risk tolerance to market fluctuations, capital market outlook, future capital needs, credit, rating agency considerations, tax implications and industry competition.

3. **Scope:** This policy shall apply to all debt obligations of the City, whether for the purpose of acquisition or construction of City assets, the refunding of existing debt and for all interest rate hedging products and derivatives.

4. **Exceptions:** Exceptions to this policy will be approved by the City Commission.

5. **Reporting Practices:**

   The Finance Department or designees will promptly notify the rating agencies of any debt restructuring, derivative products entered into or any other transaction, which does not involve issuance of debt but has an impact on the overall rate of interest on its debt or its debt structure. The Department or designees shall also respond to all inquiries from creditors, investors, and rating agencies in a complete and prompt fashion.

6. **General Debt Issue Policies:**

a. **Structure:** The City's capital structure may consist of fixed rate and variable rate debt in both traditional and synthetic form along with hedging instruments such as interest rate swaps, caps, collars and other non-speculative derivative products. The percentage of total debt that may be variable rate-based may from time-to-time change, as debt management strategies change given interest rate environments and appropriate approvals. The risks associated with any given structure and the financial instruments used shall be fully explained to those who must decide and approve any final financing structure.

b. **Borrowing**: The City Commission shall have the authority to borrow money, contract loans and issue bonds in accordance with the provisions of the Constitution of the State of Florida and the general laws of the state. However, approval by voter referendum shall be required prior to the issuance of any of the following categories of bonds per the City Charter:

1. General obligation bonds which pledge the full faith and credit of the taxing power of the City,

2. Revenue bonds intended to finance enterprises or projects which involve the purchase, lease and/or acquisition of real property by the City or agencies thereof, with the exception of revenue bonds issued to finance the purchase, lease and/or acquisition of park real property and/or park projects by the City or agencies thereof, or

3. Revenue bonds which pledge specific non ad valorem taxes as the primary source(s) of revenue to pay principal and interest and which have a principal value in excess of one (1) million dollars. This dollar limitation shall be adjusted annually as of the end of each fiscal year in accordance with changes in the cost-of-living index as published by the federal government. Revenue bonds issued to finance the purchase, lease and/or acquisition of park real property and/or park projects by the City or agencies thereof would not be limited by this requirement.

c. **Pay-As-You-Go:** The City will strive to maintain a high reliance on pay-as-you-go financing for its capital improvements and capital assets.

d. **General Obligation Debt Levels:** As a goal, the City will maintain its net general obligation bonded debt at a level not to exceed two (2) percent of the assessed valuation of taxable property within the City unless otherwise directed by the City Commission.

e. **Reserves:** The City will maintain revenue bond reserves to comply with the covenants of the bond issues and ensure adherence to federal arbitrage regulations.

f. **Purpose and Projects:** Long-term borrowing will not be used to finance current operating expenditures. However, this does not preclude the City from using debt to meet short-term operating needs in the event of an emergency such as a natural or man-made disaster.

g. **Term:** The following guidelines should govern the issuance of new money financing.

- The maturities of debt will be equal to or less than the useful economic life of the item financed.

- Where practicable the debt service structure on new money financing should be level debt service if economically feasible.

- The use of credit enhancement should be evaluated on a maturity-by-maturity basis and only used where the economic benefits exceed the costs of issuing rated or unrated debt obligations.

- Call features are preferred and should be utilized when financially prudent in order to provide future flexibility.

- The use of a fully funded debt service reserve should always be evaluated against the use of a surety or other debt service reserve product.

h. **Bond Insurance:** Bond insurance is an insurance policy purchased by an issuer or an underwriter for either an entire issue or specific maturities, which guarantees the payment of principal and interest. This insurance provides a higher credit rating and must result in a lower borrowing cost for an issuer after consideration of the premium rate and underlying ratings.

Bond insurance can be purchased directly by the City prior to the bond sale (direct purchase) or at the underwriter's option and expense (bidder's option).

When insurance is purchased directly by the City, the present value of the estimated debt service savings from insurance should be at least equal to or greater than the insurance premium. The bond insurance company will usually be chosen based on an estimate of the greatest net present value insurance benefit (present value of debt service savings less insurance premium).

Credit enhancement may take other forms such as Letters of Credit (LOC) or other securitization products and may be used if economically beneficial to the City.

i. **Credit Ratings:** Credit ratings have wide investor acceptance as tools for differentiating credit quality of investments. The City shall attempt to continually improve its credit ratings. Comprehensive annual credit rating reviews should be provided to the rating agencies as well as periodic updates and ongoing communication of events affecting the City's overall credit, including asset and liability management issues.

j. **Non-Rated:** Non-rated securities may be issued if the credit rating on the issue does not perform any economic benefit or add any value to capital market participants.

k. **Tax Status:** The City has traditionally issued tax-exempt debt which results in significant interest cost savings compared with the interest cost on taxable debt. Accordingly, all of the City's debt should be issued to take advantage of the exemption from federal income taxes unless prohibited by federal law or applicable federal regulations.

l. **Subordinated Debt:** The lien status and credit rating on this type of debt is inferior and protection to the bondholder is lower, therefore, this type of debt should be minimized to reduce the City's overall borrowing costs, unless it is the only method available to finance a project. There may be occasions when this type of debt is issued for potential restructuring reasons, when current senior-lien debt covenants are undesirable and this debt is soon to be retired or refunded.

m. **Capital Leasing:** Over the lifetime of a lease, the total cost to the City will generally be higher than purchasing the asset outright. As a result, the use of lease/purchase agreements and certificates of participation in the acquisition of vehicles, equipment and other capital assets shall generally be avoided, particularly if smaller quantities of the capital asset(s) can be purchased on a "pay-as-you-go" basis.

n. **Callable Bonds:** Call provisions on bonds provide future flexibility to refinance or restructure debt and eliminate onerous covenants. Consequently, the City shall attempt to always have call provisions on its debt. Call provisions on each transaction should be analyzed upon marketing the bond issue and determined at the time, upon recommendation of the Financial Advisor.

o. **Refunding Criteria:** Generally, the City issues refunding bonds to achieve debt service savings on its outstanding bonds by redeeming high interest rate debt with lower interest rate debt. Refunding bonds may also be issued to restructure debt or modify covenants contained in the bond documents. Current tax law limits to one time the issuance of tax-exempt advance refunding bonds to refinance bonds issued after 1986. There is no similar limitation for tax-exempt current refunding bonds. The following guidelines should apply to the issuance of refunding bonds, unless circumstances warrant a deviation therefrom:

- refunding bonds should generally be structured to achieve level annual debt service savings;

- the life of the refunding bonds should not exceed the remaining life of the bonds being refunded or the assets financed, whichever is longer;

- advance refunding bonds issued to achieve debt service savings should have a minimum target savings level measured on a present value basis equal to 5% of the par amount of the bonds being refunded;

- current refunding bonds issued to achieve debt service savings should have a minimum target savings level measured on a present value basis equal to 3% of the par amount of the bonds being refunded;

- refunding bonds which do not achieve debt service savings may be issued to restructure debt or provisions of bond documents only if such refunding serves a compelling City interest or under extraordinary conditions.

The minimum target savings level for refundings should be used as a general guide to guard against prematurely using the one advance refunding opportunity for post-1986 bond issues. However, because of the numerous considerations involved in the sale of refunding bonds, the target should not prohibit refundings when the circumstances justify a deviation from the guideline.

p. **Debt Service Coverages:** Debt service coverages shall conform to bond resolutions and remain at those levels to ensure that the City's credit rating is not diminished.

7. **Method of Sale**

The City's policy is to sell public debt using the method of sale expected to achieve the best result, taking into consideration short-term and long-term implications. The following section of this policy is intended to ensure that the most appropriate method of sale is selected in light of financial, market, transaction-specific and issuer conditions.

a. Competitive vs. Negotiated Preference: Competitive method sale should be preferred and considered when the following conditions are present:

- The City has been a stable and regular borrower in the public market.

- There is an active secondary market for the City's debt.

- The City has an underlying credit rating of A or above.

- The issue is neither too large to be absorbed by the market or too small to attract investors.

- The issue is not composed of complex or innovative features.

- Interest rates are stable, market demand is strong and the market is able to absorb reasonable levels of buying and selling with reasonable price reliability.

If conditions for a competitive bond sale are not available then the following practice will apply to negotiated bond sales:

- A competitive underwriter-selection process that ensures that multiple proposals are considered will be used.

- The City's staff and the Financial Advisor will remain actively involved in each step of the negotiation and sale processes to uphold the public trust.

- The City's staff and Financial Advisor, who are familiar with and abreast of the condition of the municipal market shall assist in structuring the issue, pricing, and monitoring sales activities. The Financial Advisor will submit recommendations regarding the method of sale, structure and timeline of events for the issue to the City in written form.

- The City will require that financial professionals disclose the name(s) of any person or firm compensated to promote the selection of the underwriter; any existing or planned arrangements between outside professionals to share tasks, responsibilities and fees; the name(s) of any person or firm with whom the sharing is proposed; and the method used to calculate the fees to be earned.

b. **Financial Advisor Serving as Underwriter:** The financial advisor to the City may not act as underwriter on any loan, bond or other undertaking of the City of Winter Park. Additionally, no affiliate of the financial advisor shall act as an underwriter on any financial undertaking, issue or bond of the City of Winter Park unless the loan, bond or other undertaking is competitively bid through a process that does not give an affiliate of the financial advisor an advantage. For purposes of this policy, an affiliate of the financial advisor would include a subsidiary, division, holding company, sister corporation, or partner of the financial advisor. Additionally, a firm that has acted as a financial advisor to the City of Winter Park or any affiliate thereof may be an underwriter if the firm is not under contract or retained to be the financial advisor to the City at the time of the issue or bond.

c. **Private Placements:** The City may determine to seek funding by way of a private placement or bank loan where the size and structure of the borrowing does not warrant the issuance of publically offered debt. The City's Financial Advisor will compare the overall costs of a private placement with those of a public offering and recommend the most cost effective approach.

d. In the event the City chooses to use a negotiated or private placement sale, staff shall document the reasons this method was chosen.

8. Capital Improvement Plan

The Finance Department will prepare, as part of the annual budget process, a Capital Improvement Plan that will be submitted to the City Commission for approval. Such Capital Improvement Plan will address at a minimum the amount of debt projected to be issued during the next five fiscal years.

Factors to be considered in the final projections are:

- The forecast of spending levels for capital projects.
- The availability of internal funds to pay for capital projects.
- Desired debt service coverage levels consistent with a highly-rated municipality.

- The additional bonds test calculation outlined in the applicable bond ordinances or related documents.

9. Fixed Rate Debt

a. Overview

Fixed rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond ordinances and tax regulations.

b. Type

The City may issue any type of fixed rate debt as authorized by the City's various bond ordinances and recommended by the City's Financial Advisor.

c. Maturity, Structure, and Call Provisions

Prudent debt management requires that there be a proper matching of the lives of the assets and the length of the debt, whether taxable or tax-exempt, used to finance such asset. In addition, the City will, at all times, structure the amortization and maturity of any fixed rate debt to comply with the appropriate tax regulations.

To provide the maximum amount of flexibility, the City will utilize call provisions whenever possible. City staff, along with the financial advisor and underwriter, will assess the market at the time of pricing to determine its ability to issue bonds with such features while minimizing interest costs.

d. Providers

The City is allowed to sell debt by either negotiated sale or competitive bid. The determination of the method is to be made prior to each financing.

If the City selects the "competitive sale" method, determination of the winning bid will be based on the underwriting firm with the lowest True Interest Cost (TIC) proposal.

The City will employ staff or an outside professional financial advisor, other than the underwriter, who is familiar with and abreast of the conditions of the municipal market, and is available to assist in structuring the issue, pricing, and monitoring of sales activities. The City shall not use a firm to serve as both the financial advisor and underwriter. Selection of underwriters, financial advisors, bond counsel, and other necessary consultants involved in the debt transactions will be selected as outlined in the City Purchasing Policy.

e. Debt Service Reserve Fund

Unless otherwise recommended by the City's financial adviser and approved by the City Commission, a debt service reserve fund will be funded, maintained, and held for the benefit of bondholders as specified in the ordinance authorizing the sale of the bonds to pay principal and/or interest on the bonds should revenues from

operations not be sufficient for such purpose in accordance with the appropriate bond ordinance.

- The debt service reserve fund may be in the form of cash and/or investments funded from the proceeds of bonds and/or revenues from operations or other pledged sources.

- If allowed by the ordinance, a surety issued by a financial institution nationally recognized in the industry to issue such policies may be used in place of a cash-funded debt service reserve.

- If allowed under the respective bond ordinance, any other form of financial instruments may be used in place of cash-funded or surety-funded debt service reserve, provided such financial instruments are issued by firms of nationally recognized standing.

- The City will weigh the benefits of each method of funding the debt service reserve fund prior to each issue and will choose the method most beneficial to the City based upon the facts and circumstances of each issue.

f. Approvals

The structure, maturity, and call provisions for each fixed rate financing must be approved by the Finance Director or designee on or prior to the date of pricing. Negotiation with the underwriter on negotiated bond transactions will be conducted by the Financial Advisor. Final transaction approval must be obtained from the City Commission.

g. Compliance/Reporting Requirements

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

The City will monitor and report any arbitrage rebate liability due to the U.S. Treasury on bond proceeds from fixed rate transactions.

10. Variable Rate Debt Instruments

a. Overview

Variable rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond ordinances and tax regulations.

The City must adhere to the variable rate debt limits outlined in this Policy.

b. Type

The City may issue any type of variable rate debt as authorized by the various bond ordinances and recommended by the City's Financial Advisor. Some of the various types of debt authorized include, but are not limited to, Commercial Paper, Variable Rate Demand Obligations, and Medium Term Notes.

c. Management

On a periodic basis, the Director of Finance or designee will make decisions regarding any changes to the interest mode for variable rate obligations based on current and projected market conditions.

d. Maturity and Call Provisions

The City will structure the maturity dates of the variable rate debt to match the lives of the assets being financed. The City will, at all times, structure the amortization and maturity of any variable rate debt to comply with the appropriate tax regulations

e. Providers

Underwriters, remarketing agents or dealers of the City's variable rate debt program will be selected pursuant to the City's Purchasing Code.

Banks providing Liquidity Facilities for variable rate debt shall be reviewed regularly with the Financial Advisor and minimum short and long term ratings should be maintained in order to ensure good trading performance.

f. Variable Rate Debt Amount

The City's total variable rate debt outstanding as a percentage of its total debt will not exceed rating agency guidelines for highly rated municipalities. Variable rate debt synthetically fixed through a swap agreement will not be considered variable rate debt for this criterion.

g. Approvals

The structure and maturity for each variable rate financing must be approved by the Finance Director or designee prior to the transaction. Final transaction approval must be obtained from the City Commission.

h. Compliance/Reporting Requirements

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

The City will monitor and rebate any arbitrage liability due to the U.S. Treasury on bond proceeds from variable rate transactions.

11. Interest Rate Swaps, Caps, Options, and Collars

a. Overview

The prudent use of hedging instruments, including interest rate swaps, caps, options, and collars, can be an effective tool in meeting funding needs and structuring a balance sheet while managing risk associated with the movement of interest rates. Utilizing hedging products can provide the City with cost effective alternatives to traditional debt financing choices.

Utilizing interest rate swaps to achieve substantially lower interest cost is a main component in building the desired capital structure to allow the City to finance efficiently. There are three types of interest rate swaps the City is authorized to enter into:

- Floating to fixed rate swaps,
  - Hedge interest rate risk on variable rate debt,
  - Lock in fixed rates on refunding bonds that will be issued in the future or
  - Take advantage of opportunities to obtain fixed swap rates that are lower than comparable fixed rate bonds.

- Fixed rate to floating rate swaps
  - Increase the amount of variable rate exposure without incurring the remarketing and liquidity costs.
  - Eliminate the put risk associated with variable rate debt.

- Basis swaps manage the risk associated with
  - The mismatch between two benchmarks.
  - Methodologies used to set interest rates.

b. Risks

Interest rate swaps and related hedging instruments may introduce additional risks to the City's credit profile. These risks include, but are not necessarily limited to, termination risk, counterparty risk, re-execution risk, amortization risk, Basis Risk, market risk, and tax event risk. Prior to entering into each interest rate swap transaction, these risks are evaluated to ensure adequate provisions are in place to minimize the downside and provide the maximum benefit the transaction originally intended.

c. Interest Rate Swap Management

The Finance Director or designee shall have the overall responsibility, from an overview standpoint, for the execution and management of interest rate swaps.

The Finance Director or designee shall determine the size of the total interest rate swap program and the maturity date for the swaps within the parameters of the Policy which has been approved by the City Commission.

Interest rate caps, collars and other related hedging instruments may be utilized to help manage interest rate risk in the Debt Management Program.

Forecasts of interest rate volatility and expected performance of the swaps, caps, collars, and related hedging instruments under various interest rate scenarios shall be updated on a periodic basis. Short and long term interest rates will be monitored over varying time periods and adjustments to the interest rate swap program will be modified.

d. Compliance/Reporting Requirements

Collateral reports will be updated on a monthly basis providing information relating to specific swap transactions that may require collateral posted based on mark to market valuations.

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

e. Optional Termination

The City shall consider including a provision that permits the City optionally to terminate the agreement at the market value of the agreement at any time. In general, the counterparty shall not have the right to optionally terminate an agreement. As practical as possible, the City shall have the right to assign its obligation to other counterparties.

f. Aspects of Risk Exposure Associated with Such Contracts

Before entering into an interest rate swap, The City shall evaluate all the risks inherent in the transaction. These risks to be evaluated should include the counterparty risk, market risk, termination risk, rollover risk, basis risk, tax event risk and amortization risk.

The City shall endeavor to diversify its exposure to counterparties. To that end, before entering into a transaction, it should determine its exposure to the relevant counterparty or counterparties and determine how the proposed transaction would affect the exposure.

g. Approvals

The structure of each interest rate swap must be approved by the Finance Director or designee prior to the transaction. Final transaction approval must be obtained from the City Commission.

h. Providers

Financial Institutions and Dealers executing interest rate swaps, caps, options, and other hedging instruments for the City shall be selected pursuant to the City Purchasing Policy. The City shall require that all institutions and dealers entering

into interest rate swap, cap, option, and other hedging instrument agreements execute a Master Swap Agreement (the ISDA Master Agreement must be used as a part of the Master Swap Agreement) that is signed by both parties. All transactions entered into shall adhere to the requirements of the Master Swap Agreement.

The Master Swap Agreement will contain, among other things, language regarding credit rating maintenance standards. All providers will either, (1) be rated AA-/Aa3 or better by at least 2 of the rating agencies (Fitch, Moody's, or Standard & Poor's) at the time of execution and enter into a collateral agreement to provide collateral as determined by the Credit Support Annex in the event that the credit rating falls below the AA-/Aa3 level or (2) be rated A/A2 or better by at least 2 of the rating agencies at the time the Agreement is entered into, and enter into a collateral agreement. The Finance Department will obtain an update of each provider's credit ratings on a quarterly basis.

i. Swap Advisor and Counterparty Procurement

Interest rate swaps can be procured on a competitive or negotiated basis. The appropriate procurement method depends on the structure of the interest rate exchange agreement as well as the market conditions. For all interest rate swaps, the City will engage a Swap Advisor to assist with the pricing and structuring of the agreement as well as to recommend the appropriate procurement method.

12. Investment of Bond Proceeds

The proceeds of the bond sales will be invested until expended for the intended project in order to maximize the utilization of the public funds. The investments will comply with the City's investment policy unless superseded by a bond covenant or related agreement. All bond proceeds shall be invested in manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issue. Bond proceeds to be used for the construction or acquisition of the capital assets shall be conservatively invested according to draw schedules which will be amended as needed.

13. Continuing Disclosure Requirements

The Finance Director with the assistance of the Financial Advisor and Bond/Disclosure Counsel will produce all the necessary documents for disclosure. All debt issues will meet the disclosure requirements of the Securities and Exchange Commission and other government agencies before and after the bond sales take place. The City's CAFR will be the primary vehicle for compliance with the continuing disclosure requirements. The CAFR may be supplemented with additional documentation if necessary. The City will follow a policy of "full disclosure" in its CAFR and bond official statements. The Finance Director will be responsible for filing the CAFR and providing disclosure on the status of all material events to the Municipal Securities Rulemaking Board, (MSRB) via the Electronic Municipal Market Access (EMMA) system.

14. Effective Date

This Policy will become effective upon adoption by the City Commission. This Policy shall be reviewed on an annual basis and amended as necessary with the approval of the City Commission.

15. Definitions

Advance Refunding - A bond is treated as issued to advance refund another bond if it is issued more than 90 days before the redemption of the refunded bond.

Amortization Risk – the potential cost to the issuer resulting from a mismatch between the outstanding underlying bond amortization and the outstanding notional amount of the swap.

Basis Risk – movement in the underlying variable rate indices may not be perfectly in tandem, creating a cost differential that could result in a net cash outflow from the issuer. Also, a mismatch can occur in a swap with both sides using floating, but different, rates.

SIFMA Index – The Securities Industry and Financial Markets Association Swaps Index, the principal benchmark for the floating rate payments for tax-exempt issuers. The index is a national rate based on a market basket of high-grade, seven-day tax-exempt variable rate bond issues.

Commercial Paper Note - shall mean any Bond which has a maturity date which is not more than 270 days after the date of issuance thereof.

Competitive Bid - a method of submitting proposals for the purchase of new issue of municipal securities by which the securities are awarded to the underwriting syndicate presenting the best bid according to stipulated criteria set forth in the notice of sale.

Counterparty risk – the risk that the other party in the derivative transaction fails to meet its obligations under the contract.

Credit Enhancement - shall mean, with respect to the Bonds of a Series, a maturity within a Series or an interest rate within a maturity, the issuance of an insurance Policy, letter of credit, surety bond or any other similar obligation, whereby the issuer thereof becomes unconditionally obligated to pay when due, to the extent not paid by the City or otherwise, the principal of and interest on such Bonds.

Credit Support Annex - is a standard supporting document that is made part of the ISDA Master Swap Agreement that governs the use of posting collateral when required.

Current Refunding - A bond is treated as issued to current refund another bond if the refunding issue is issued not more than 90 days before the redemption of the refunded bond.

Hedge – a transaction entered into to reduce exposure to market fluctuations.

Interest rate swap – a transaction in which two parties agree to exchange future net cash flows based on predetermined interest rate indices calculated on an agreed notional amount. The swap is not a debt instrument between the issuer and the counterparty, and there is no exchange of principal.

ISDA – International Swap Dealers Association, the global trade association with over 550 members that include dealers in the derivatives industry.

ISDA Master Agreement – the standardized master agreement for all swaps between the Issuer and the dealer that identifies the definitions and terms governing the swap transaction.

Letter of Credit (LOC) – A financial product generally purchased from a bank to provide credit enhancement and liquidity on variable rate bonds.

LIBOR – the principal benchmark for floating rate payments for taxable issuers. The London Inter Bank Offer Rate (LIBOR) is calculated as the average interest rate on Eurodollars traded between banks in London and can vary depending upon the maturity (e.g. one month or six months).

Long-dated swap - a swap with a term of more than ten years. Often used in the municipal market, as issuers often prefer to use a hedge that matches the maturity of the underlying debt or investment.

Mark-to-market – calculation of the value of a financial instrument (like an interest rate swap) based on the current market rates or prices of the underlying instrument (i.e. the variable on which the derivative is based).

Medium Term Note - any bond which has a maturity date which is more than 365 days, but not more than 15 years, after the date of issuance and is designated as a medium term note in the supplemental ordinance authorizing such bond.

Negotiated Sale - the sale of a new issue of municipal securities by an issuer through an exclusive agreement with an underwriter or underwriting syndicate selected by the issuer.

Tax Event Risk - the risk that tax laws will change, resulting in a change in the marginal tax rates on swaps and their underlying assets or, in a more extreme situation, remove the tax-exempt status of the issue and, therefore, its contractual obligations priced as tax-exempt facilities.

Termination risk – the risk that a swap will be terminated by the counterparty before maturity that could require the issuer to make a cash termination payment to the counterparty.

True Interest Cost - is the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment date to the purchase price received for the bonds.

Variable Rate Bond - shall mean any Bond not bearing interest throughout its term at a specified rate or specified rates determined at the time of initial issuance.

Variable Rate Demand Obligations (VRDO) - A long term maturity security which is subject to a frequently available put option or tender option feature under which the holder may put the security back to the issuer or its agent at a predetermined price (generally par) after giving specified notice or as a result of a mandatory tender. Optional tenders are typically available to investors on a daily basis while in the daily or weekly mode and mandatory tenders are required upon a change in the interest rate while in the flexible or term mode. The frequency of a change in the interest rate of a variable rate demand obligation is based upon the particular mode the security is in at the time.

city commission agenda item

item type	Action Requiring Discussion	meeting date	August 27, 2012
prepared by department division	Troy Attaway Public Works Stormwater	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Subject

City Commission approval to purchase vacant property at 666 Nicolet Ave (parcel #12-22-29-5004-03-010) from Dorothy Jean Summers (property owner) for the purpose of stormwater treatment to benefit Lk Killarney.

motion | recommendation

Approve the purchase of 666 Nicolet Ave at the contract value of $275,000. A map and appraisal support this purchase price.

background

Lake Killarney is impaired by stormwater runoff and there are drainage problems in the areas surrounding Minnesota Avenue between Nicolet and Clay Street. This area provides a significant stormwater pollutant load directly into Lake Killarney as the area was developed prior to current codes which require onsite stormwater treatment. Prior drainage studies have proposed simply enlarging pipes to increase drainage which will increase pollution into Lake Killarney. The city desires to solve the drainage problems in a more environmentally friendly manner by providing retention, treatment and peak flow attenuation. This vacant parcel would be used to provide treatment and retention to portions of the drainage basin. All due diligence has been performed
and no issues have arisen.

alternatives | other considerations

Alternatives considered would be to purchase other properties in the area.

fiscal impact

In FY 2011, the City provided funding in the stormwater CIP for stormwater improvement in this Basin (303-3406-602-01-49). All expenses related to purchase of the property would come from this account (current account balance of $400,000). Construction is estimated at $100,000 for stormwater treatment piping and fencing.

strategic objective

Quality of life – Increase average lake water clarity


Winter Park
Eatonville
Maitland
Orlando
Winter Park
Orange County
HAROLD AVE
ILLINOIS ST
JACKSON AVE
NICOLET AVE
KILSHORE LN
LAKEVIEW AVE
SHOREVIEW AVE
MINNESOTA AVE
GENE ST
W FAIRBANKS AVE
701
669
667
665
661
687
663
1635
1633
808
784
768
750
710
700
1600
1601
887
875
711
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518
500

SUMMARY APPRAISAL REPORT OF

15,700 SQUARE FOOT COMMERCIAL SITE
666 NICOLET AVENUE
WINTER PARK, ORANGE COUNTY, FLORIDA

PREPARED FOR

CITY OF WINTER PARK
ATTN: TROY ATTAWAY
DIRECTOR OF PUBLIC WORKS
401 PARK AVENUE SOUTH
WINTER PARK, FLORIDA 32789

DATE OF APPRAISAL:	AUGUST 8, 2012
DATE OF INSPECTION:	AUGUST 8, 2012
DATE OF REPORT:	AUGUST 16, 2012

PREPARED BY

Pinel Appraisal Services, Inc.
Real Estate Appraisal and Consultation

THOMAS H. PINEL, JR.
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE NUMBER RZ1228

Pinel Appraisal Services, Inc.
Real Estate Appraisal and Consultation

Thomas H. Pinel Jr.
President
State-Certified General Real Estate Appraiser
License No. RZ 1228

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Fax: 407-792-4787
www.pinelappraisal.com

August 16, 2012

City of Winter Park
Attn: Troy Attaway
Director of Public Works
401 Park Avenue South
Winter Park, Florida 32789

RE: Appraisal of a 15,700±-square foot Commercial Site
Located at 666 Nicolet Avenue, Winter Park, Florida 32789

Dear Mr. Attaway:

As per your request and authorization, we have completed an inspection and appraisal of the above referenced property. The subject property consists of a 15,700± square foot commercially-zoned site located at the southeast corner of Nicolet Avenue and Gene Street, in Winter Park, Orange County, Florida. The site is mostly vacant with the exception of some perimeter fencing and abandoned paving. The subject will be described in more detail with the text of the following report.

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property as of August 8, 2012, the date of inspection. The function and intended use of this appraisal is for internal decision making regarding potential negotiations for the purchase of the site by the City of Winter Park. The intended users of this report are you, Troy Attaway, and your authorized representatives.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

CLIENT

City of Winter Park
Attn: Troy Attaway
Director of Public Works

APPRAISER

Thomas H. Pinel Jr.
State-Certified General Real Estate Appraiser
License No. RZ 1228

SUBJECT

The subject property consists of a rectangular parcel of commercially-zoned land containing 15,700± square feet. The property is located at the southeast corner of Nicolet Avenue and Gene Street, within 450 feet south of Fairbanks Avenue, in a long-established commercial/light industrial area of Winter Park in Orange County, Florida. The site is improved with some abandoned asphalt paving and perimeter chain link fencing. The site was abandoned of any use during our inspection. It is our understanding the property was previously used as a used car sales lot.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property, as of the effective date. *Market value* is defined by the Federal Financial Institutions Regulatory Agencies as follows:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) buyer and seller are typically motivated;

(2) both parties are well informed or well advised, and acting in what they consider their own best interest;

(3) a reasonable time is allowed for exposure in the open market;

(4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f])

INTENDED USE AND INTENDED USERS OF REPORT

The function and intended use of this appraisal is to assist with internal decision making regarding potential negotiations for the purchase of the site. The intended users of this report are you, Troy Attaway, and your authorized representatives.

MARKET VALUE ESTIMATE

The market value of the fee simple interest of the subject property as of August 8, 2012, has been estimated to be **$283,000.**

INTEREST VALUED

Fee Simple.

EFFECTIVE DATE OF VALUE

August 8, 2012.

DATE OF REPORT

August 16, 2012.

SCOPE OF WORK

The following steps have been completed in the preparation of this appraisal:

- gathered and collected data regarding the subject site and subject market area;
- inspected the subject site and subject market area;
- gathered and verified information on comparable land sales and listings within the competing marketplace;
- inspected, confirmed and analyzed the sales data; and
- applied the Sales Comparison Approach to value the subject property.

This ***Summary*** *Appraisal Report* is a brief recapitulation of the appraisers' data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

DESCRIPTION OF THE REAL ESTATE APPRAISED

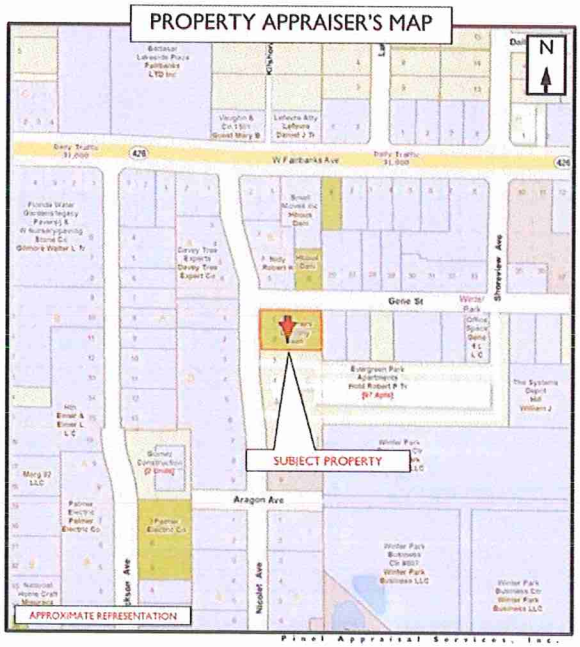
Ownership and Title History

As per the Orange County Public Records, the subject property (Tax ID No. 12-22-29-5004-03-010) is currently under the ownership of:

Dorothy Jean Summers
1109 West Smith Street
Orlando, FL 32804

Per the property appraiser's records, the parcel has been under the referenced ownership since 1966. To my knowledge, no transfers of title have occurred over the past five years.

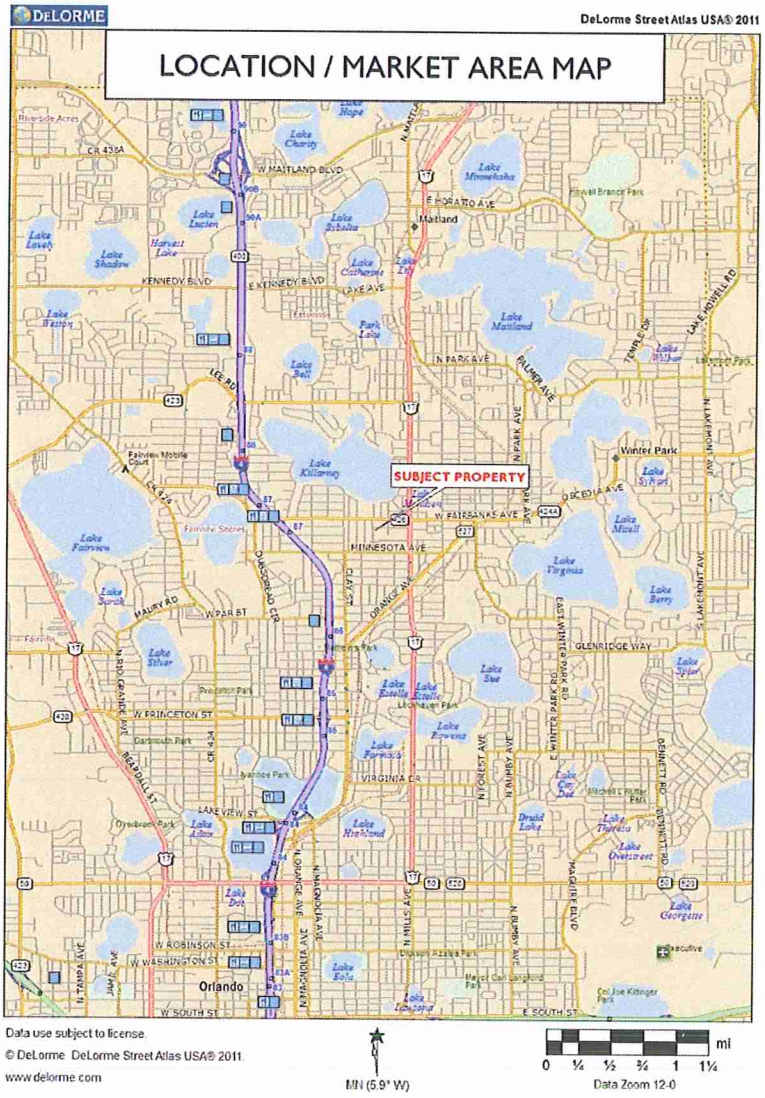
Currently, the subject property is under contract to be purchased by the City of Winter Park from the current property owner. We have been provided a copy of the contract between Dorothy Jean Summers, as seller, to the City of Winter Park, as buyer, a copy of which is included in the *Addendum* to this report. The contract was effective as of July 20, 2012 for a purchase price of $275,000. The contract is scheduled to close no later than September 10, 2012. The contract price reflects $17.52 per square foot. As will be shown later in the report, we have estimated the market value of the subject property to be $18.00 per square foot, or $283,000, which is within 3% of the contract price. As such, the contract price is considered reasonable and reflective of the current market.



Legal Description

The legal description for the property is as follows:

Lots 1 and 2, Block "C" of Lawndale Third Addition, as per plat, thereof, recorded in Plat Book "L", page 95, of the Public Records of Orange County, Florida.



LOCATION AND MARKET AREA DESCRIPTION

Overview

The subject property is located at the southeast corner of Nicolet Avenue and Gene Street, within 450 feet south of Fairbanks Avenue, in Winter Park, Orange County, Florida. The general market area is considered to encompass the properties along the Fairbanks Avenue corridor within roughly two miles east and west of the subject. Generally, the market area along Fairbanks Avenue is commercial in nature and somewhat transitional. Many of the buildings along Fairbanks Avenue in the immediate area are of long-establishment, being somewhat outdated with regard to architectural and site design. However, several of the buildings have undergone significant renovation or have been razed and replaced with newer, more modern structures. This portion of the Fairbanks Avenue is one of the primary gateways from Interstate 4 to the west to downtown Winter Park to the east.

The subject is located within the City of Winter Park. The downtown business district of Orlando is located about four miles to the south, and the downtown Winter Park district is located about two miles to the east. Most uses along the heavily-traveled roads are commercial, consisting primarily of retail, office and service facilities, and the interior uses consist of mostly single-family residential. The overall neighborhood is over 95% developed.

The Downtown Winter Park area is located a few miles east of the subject. This area is characterized for its exclusive retail shops, professional offices and prestigious residential neighborhoods. Park Avenue is known as one of the premiere commercial retail districts in the Orlando area. The downtown Winter Park business district is nearly 100% built-up with improvements ranging in age from new to over 80 years. Some of the upscale development found on Park Avenue has extended over to Fairbanks Avenue near Park Avenue. It is estimated that this upscale development will eventually extend to the subject's area as available land becomes scarce.

The immediate market area is considered to encompass the area south of Fairbanks Avenue, west of US Highway 17-92, north of Minnesota Avenue, and east of Clay Street. This immediate area is a long-established commercial/light industrial node within the city. Land uses in this defined area are heterogeneous and consist of a combination of office warehouses, professional and medical offices, used car sales lots, car repair facilities, etc. Many of the buildings in the area are older, several of which have been renovated to more modern standards. Nevertheless, this immediate area has an ideal commerce location, being close to the downtowns of Winter Park and Orlando as well as a good system of roads, including Interstate 4 within three-fourths mile west of Nicolet Avenue. As such, continued renovation and rebuilding of properties within the immediate area is anticipated.

Access

The subject property is located at the southeast corner of Nicolet Avenue and Gene Street, within 450 feet south of Fairbanks Avenue, which is the main road running east-west through the subject's market area. Throughout the market area, Fairbanks Avenue is four lanes with a shared center turn-lane. Primary access to and from the subject market area is considered very good with Interstate 4 providing a full-access commercial route to the area, as well as Highway 17-92 (Orlando Avenue), located approximately one-quarter mile east of the subject.

Interstate 4 provides the general area with highway connection to other highways and areas of Central Florida and the state. Interstate 4 is a major six-lane highway that runs in a general northeast-southwest direction through the Orlando Metropolitan area. This highway provides good access to the Orlando area and Florida, extending west to Tampa and east to Daytona Beach.

US Highway 17-92/Orlando Avenue is a four-to-six lane, asphalt-paved roadway that runs in a north-south direction. It runs through the center of Orlando and continues to travel throughout the state of Florida. The road provides access to the major roadways of State Road

50 (Colonial Drive), Interstate 4 and State Road 408 (East-West Expressway). US Highway 17-92 is one of the area's primary commercial thoroughfares with a wide variety of commercial developments.

Fairbanks Avenue is a four lane, asphalt-paved, east-west roadway with a center turn-lane. East of Interstate 4, Fairbanks Avenue is also one of the area's primary commercial thoroughfares. As mentioned, Fairbanks Avenue is one of the primary gateways from the interstate into Winter Park.

Surrounding Land Uses

The subject property is located just south of Fairbanks Avenue in Winter Park. This corridor is heavy with commercial development, consisting of single- and multi-tenant retail buildings, single- and multi-tenant office buildings, automobile repair facilities, restaurants, shopping centers, and gas stations. Some of the commercial developments surrounding the subject include Eurotech German Car Service, Florida Orthopedic Clinic, 4 Rivers Smokehouse, The Hobby Spot, Pookie's Pet Nutrition & Bow Wow Bakery, Luxury Motor Group, Evergreen Park Apartments, Niemann Interiors, and Davey Tree Expert Company.

The 4 Rivers restaurant is a newly opened facility along Fairbanks Avenue replacing the original facility located further west along Fairbanks Avenue. This new structure is considered a significant improvement to the area. Additionally, a new McDonald's restaurant is under construction on a site stretching between Gene Street on its south and Fairbanks Avenue on its north, one block east of the subject. A large Publix-anchored shopping center is located at the southeast corner of Gene Street and US Highway 17-92 within one block east of the subject site. As such, cut-through traffic along Gene Street past the subject is anticipated to increase as the shopping center and McDonalds both have secondary access from Gene Street.

Summary

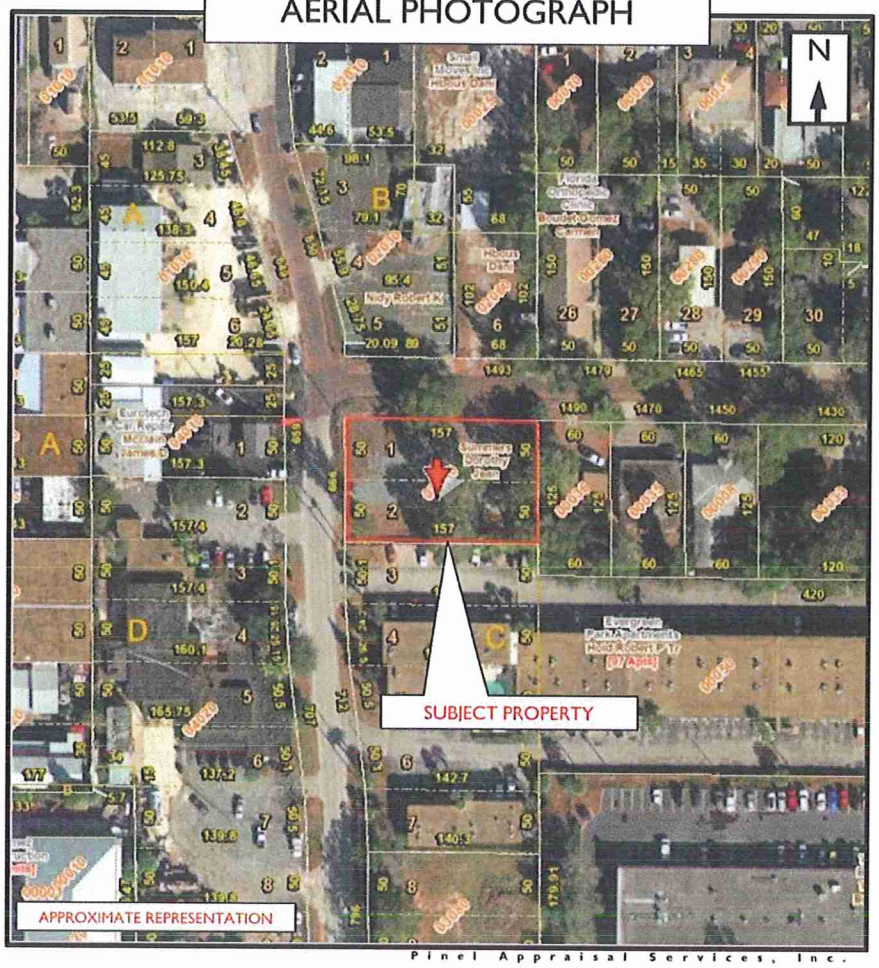
The subject market area is well-established within the city of Winter Park and the overall greater Orlando market. The neighborhood is a mixture of office, retail, commercial and residential uses. The subject neighborhood is provided with good access and is considered stable. Although somewhat hindered by the uncertain market conditions prevailing over the past three to five years, land values have been relatively stable to slightly increasing due to limited availability of vacant land and good location. The trend for the area is to either renovate or demolish older improvements for newer, more intense commercial uses, as evidenced by the recently completed 4 Rivers Smokehouse restaurant, and the currently under construction McDonald's restaurant, among others. The subject is well-located within the Orlando Metropolitan Area and has very good access via the nearby interstate highway system.

ECONOMIC CONDITIONS

Since mid-2007, growth in most areas of the country, including Florida, has been delayed by economic decline. As reflected throughout the country, the residential and commercial real estate markets in Florida have deteriorated significantly. Some residential property values have experienced price drops exceeding more than 40%. Our research indicates the value of various types of commercial property, both improved and vacant, has declined between 10% and 80%, depending on property type. For commercial properties, vacant land has been hardest hit by the economic decline, experiencing value losses in the upper end of the range indicated, or between roughly 40% and 80%. Further, we have disclosed information indicating, in some cases, pricing for finished residential lots has been reduced by as much as 70% and more.

The residential market was hard hit due to several reasons which included the exiting of investors, a fair amount of sub-prime mortgage loans resulting in an increase of foreclosures, as well as overbuilding by home builders. New growth has slowed and requirements for financing are significantly more rigid. The commercial market declines somewhat lagged behind the residential market. However, the effect of the poor economy slowed consumer spending, retail sales, new development, etc. As a result, many businesses suffered and/or closed, resulting in higher vacancy rates for most commercial property types. Overall, our research indicates a general decrease in property values with longer holding and marketing periods anticipated. Some economists estimate the situation has somewhat stabilized at relative lows and that limited recovery of demand and prices are anticipated over the next couple years. Our research indicates recovery will take at least two years and some market participants anticipate up to another three to four years, and longer.

AERIAL PHOTOGRAPH



PROPERTY DESCRIPTION

Size, Shape and Access

The subject property consists of a rectangular parcel of vacant land containing 15,700± square-feet. Access to the property is considered very good with 100 feet of frontage along the east side of Nicolet Avenue, and approximately 157 feet of frontage along the south side of Gene Street. Nicolet Avenue and Gene Street are both two lane roads, which is consistent with the streets throughout the immediate neighborhood, off of the main highways. Along the subject's frontage Gene Street is red-brick paved. Beyond the subject the road is covered with asphalt paving like Nicolet Avenue.

We were not provided a survey of the subject property. The size and road frontage estimates reflected herein were abstracted from information provided by the Orange County Property Appraiser's records. If a survey or other information is later provided, which indicates a size different from that reported herein, this report will then be subject to review and possible modification.

Existing Use

The site is currently vacant, with only limited, abandoned asphalt paving and perimeter chain-link fencing. Reportedly, the site was once used as a used car sales lot. As such, the subject property is considered vacant, unimproved commercial land available for development to its highest and best use.

Easements and Encumbrances

There are no known adverse easements or encumbrances on the subject land.

Topography

The subject property is relatively level and lies at or slightly above road grade, typical of most of the surrounding land. A copy of the Topographical Map for the area, outlining the subject property, is included in the *Addendum* to this report.

Soils

As per the Soil Survey for the Orange County area, the subject is comprised of "Urban Land". A copy of the respective soil map is included in the *Addendum*. Generally, Urban Land is comprised of a variety of more specific soil types, but has been developed with many uses over the years. This soil type is considered very suitable for a wide variety of urban development. Additionally, the majority of the land in the immediate surrounding area is also classified as such. Therefore, this report assumes the subject soils are suitable for a variety of development.

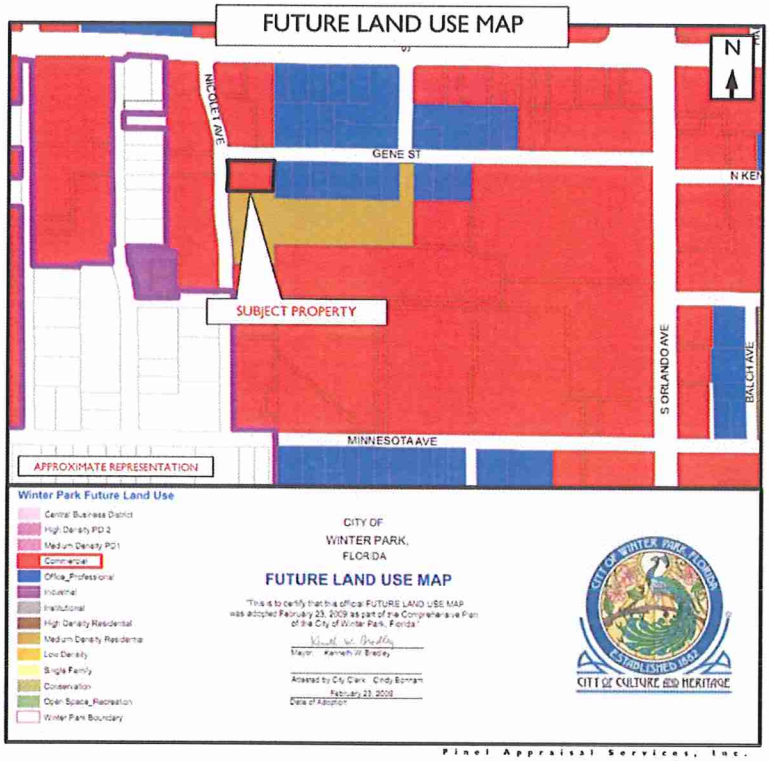
Flood Plain

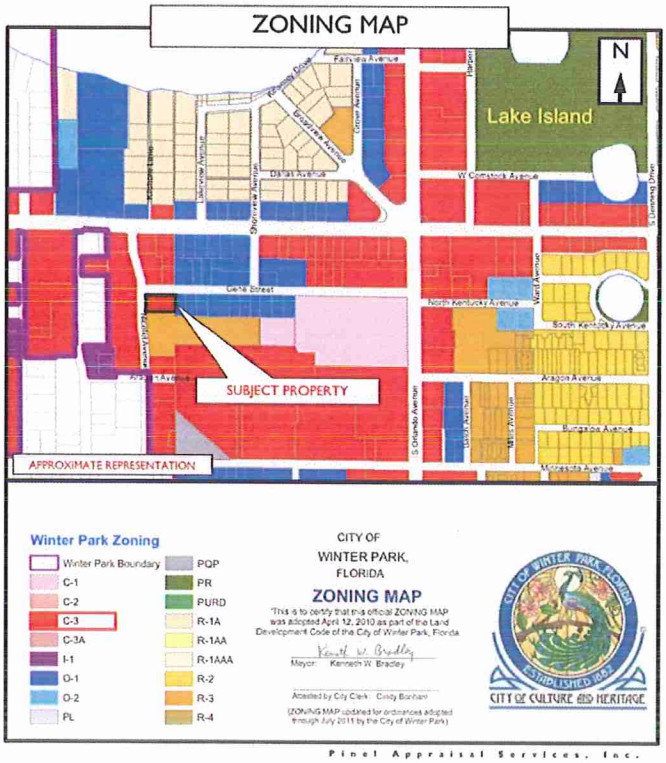
According to a copy of the Flood Insurance Rate Map (FIRM) for Orange County, dated September 25, 2009, the subject property is located in Flood Zone "X", which is outside of the 100-year and 500-year flood zones. A copy of the respective Flood Plain Map is included in the *Addendum*.

Future Land Use and Zoning Designations

The subject property has a City of Winter Park future land use designation of Commercial, with a maximum FAR (floor area ratio) of 0.60. Further, the subject is zoned C-3, Commercial District, by the City of Winter Park. Per the City of Winter Park Zoning Code:

> The C-3 commercial district is intended to provide areas for highway-oriented commercial use and to provide regulations which enhance the convenience of use of these buildings as well as contribute to the attractiveness of the City and minimize any possible adverse effect on the entire community. Uses permitted within this district shall include highway-oriented retail commercial establishments and personal and professional services. Regulations will include requirements for sufficient off-street parking, attractive parking areas and control over the ingress and egress points.





Utilities

Utilities readily available to the subject property include water, sewer, electricity, and telephone. The water and sewer services are provided by the City of Winter Park. The electric is provided by Progress Energy.

Real Estate Assessments and Taxes

The subject property is identified as tax parcel 12-22-29-5004-03-010 by the Orange County Property Appraiser's Office. A summary of the subject's 2011 land assessments and taxes is as follows:

2011 Land Value Assessment	
Total Land Assessment	$266,900
2011 Millage Rate (per $1,000)	17.7276
2011 Real Estate Taxes	$4,731

The property appraiser's records indicate the subject land encompasses a total of 15,700 square feet. Therefore, the 2011 land assessment reflects $17.00 per square foot. Further, the Property Appraisers records indicate the proposed 2012 assessment is $251,200, a 5.9% decrease from the previous year. The proposed assessment reflects $16.00 per square foot.

HIGHEST AND BEST USE

The subject site is considered to be a vacant, commercial tract of land. The property is rectangular and encompasses 15,700± square-feet, all of which is usable land. Access to the site is very good with extensive frontage along Nicolet Avenue and Gene Street, which connect directly with Fairbanks Avenue and US Highway 17-92, which are the primary commercial thoroughfares in this area. The property's physical characteristics including its size, shape, soils, topography, access, flood plain, and available utilities are all favorable for a wide variety of physically possible uses. The property is zoned commercial, which is consistent with its future land use designation of Commercial, by the City of Winter Park. Therefore, the physically possible uses which are legally permissible include a variety of commercial and related endeavors.

The surrounding market area is heterogeneous in nature with a wide variety of land uses including residential, commercial, industrial, and municipal. Land uses along Fairbanks Avenue and US Highway 17-92 in the area of the subject are comprised of a wide variety of commercial endeavors such as automobile sales and service facilities, restaurants, offices, banks, gas/convenience stores, etc. The subject property is specifically located within a small, long-established commercial/light industrial node with a variety of uses including office/warehouses, professional and medical offices, used car sales lots, auto repair facilities, etc.

Given the subject property's physical characteristics, zoning and future land use designations, and nature of surrounding lands and development trends, the highest and best use of the

subject property, as though vacant, is for development to a commercial endeavor conforming to the property's zoning and future land use designations.

SUMMARY OF ANALYSIS AND VALUATION

Methodology

In order to estimate the value of the subject, we have applied the Sales Comparison Approach. The Sales Comparison Approach is based on the assumption that a potential and knowledgeable investor would pay no more for a property than the cost of acquiring an existing property with basically the same utility.

Therefore, we have researched the Public Records of Orange and Seminole Counties in an effort to disclose sales of similar properties within the subject market area or similar market areas. Our research focused on sales of land having size, location, and highest and best use characteristics most similar to the subject. As a result of the research, we disclosed several land sales throughout the immediate subject market area and similar market areas. After verification and inspection of the sales, we have selected five sales as being the most indicative of market value for the subject property. Summarized information regarding the sales is displayed on a forthcoming Sales Comparison Analysis grid.

Unit of Comparison

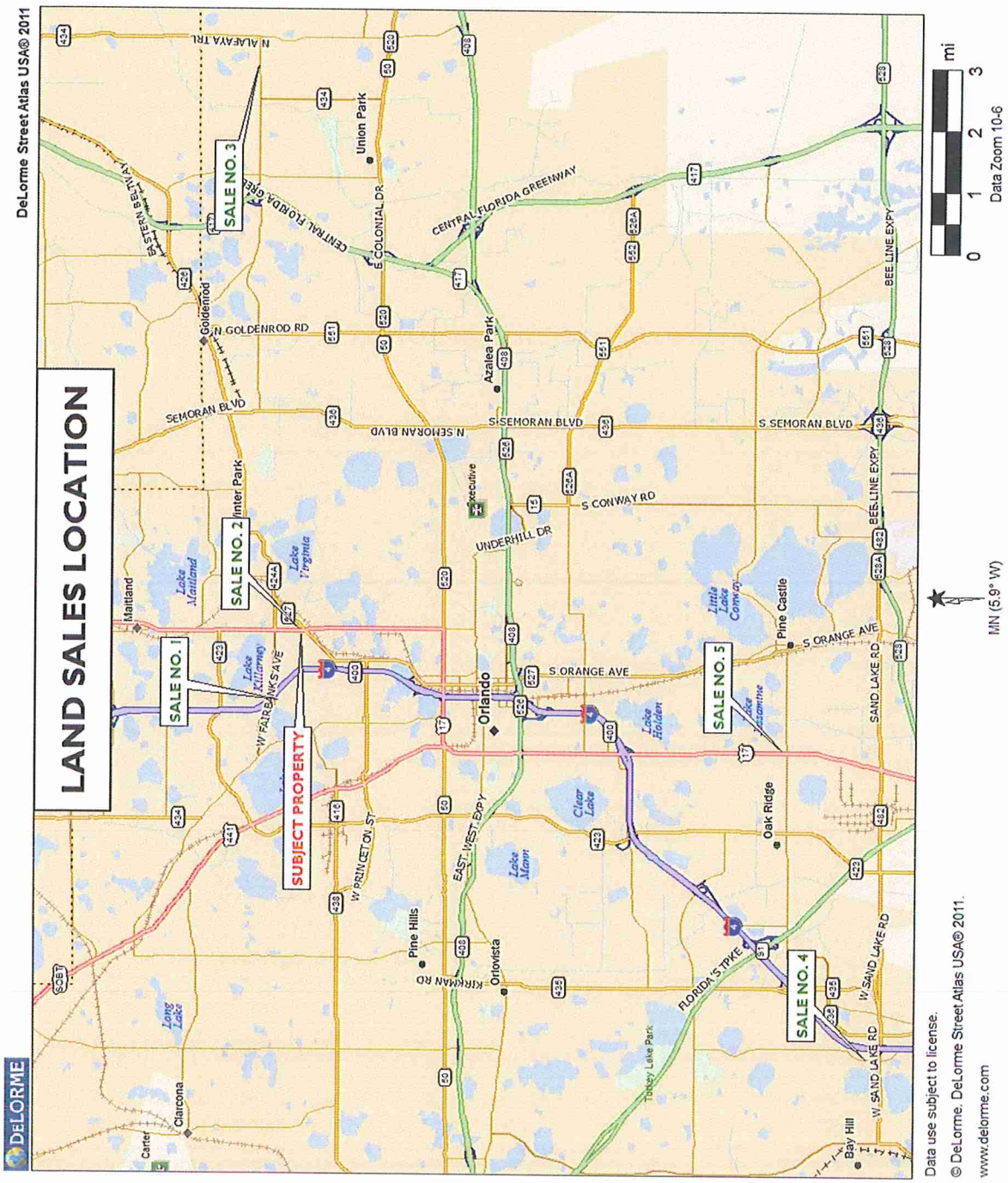
As will be seen on the forthcoming sales comparison grid, the sales were analyzed on a price per net square foot basis. Properties of this nature are typically bought and sold on a price per unit basis. When confirming the land sale transactions, the price per net square foot was the most common unit discussed by the buyers, sellers, and brokers. Therefore, the forthcoming analysis will focus on the price per net square foot unit of comparison.

About the Chart

As will be seen on the forthcoming chart, the sales have been listed chronologically from the most recent sale to the oldest. The chart displays detailed information about each sale, including the O.R. Book/Page in which the deed for the transaction was recorded, the grantor and grantee, the sale date, sale price, zoning, future land use, size, topography, site configuration, utilities, and price per net square foot. The chart also outlines our comparative analysis process, which will be discussed following the chart.

COMPARABLE LAND SALES ANALYSIS

SALE NO.	SUBJECT	SALE NO. 1	SALE NO. 2	SALE NO. 3	SALE NO. 4	SALE NO. 5
O.R. BOOK-PAGE	N/A	OR10376-6061	OR10348-6280	OR10180-7312	OR10161-6918	OR10089-1750
CITY	City of Winter Park	Unincorporated Orange County	City of Winter Park	Unincorporated Orange County	Unincorporated Orange County	Unincorporated Orange County
LOCATION	SE corner Nicolet Ave. and Gene St.	656 Overspin Drive	1150 S Orlando Avenue	NE corner University Blvd. and Quadrangle Blvd.	7601 Majorca Place (Fronting Turkey Lake Rd)	5831 S. Orange Blossom Trail
GRANTOR	N/A	D and G Gallagher LLP	Ann Facciobene	Quadrangle Development	Se Belle Smith Dymmek	Los Brothers Restaurant & Catering, Inc.
GRANTEE	N/A	Harold J. Northam and Linda E. Northam	Balch Winter Park LLC	Racetrac Petroleum	Pavilion Tk-Sand Lake LLC	FAMGIL, LLC
SALE DATE	Aug-2012 Date of Appraisal	May-12	Mar-12	Mar-11	Jan-11	Aug-10
SALE PRICE	N/A	$125,000	$635,000	$1,100,000	$700,000	$1,200,000
ZONING	C-3	C-1	C-3	PD	PD	C-2
NET SQUARE FEET	15,700	9,800	24,902	68,131	30,949	75,234
HIGHEST AND BEST USE	Commercial	Commercial	Commercial	Commercial	Commercial	Commercial
PRICE PER NET SQUARE FOOT	**N/A**	**$12.76**	**$25.50**	**$16.15**	**$22.62**	**$15.95**
TRANSACTION COMPARISON:						
PROPERTY RIGHTS CONVEYED		0%	0%	0%	0%	0%
FINANCING (CASH EQUIVALENCY)		0%	0%	0%	0%	0%
CONDITIONS OF SALE		0%	0%	0%	0%	0%
MARKET CONDITIONS		0%	0%	0%	0%	0%
OVERALL TRANSACTION COMPARISON		**$12.76**	**$25.50**	**$16.15**	**$22.62**	**$15.95**
PROPERTY COMPARISON:						
LOCATION		Inferior	Similar	Similar	Similar	Similar
SIZE		Superior	Inferior	Very Inferior	Inferior	Very Inferior
ZONING/FUTURE LAND USE		Very Inferior	Similar	Similar	Similar	Similar
ACCESS AND ROAD EXPOSURE		Inferior	Superior	Superior	Superior	Superior
SITE CONDITION / UTILITY		Similar	Inferior	Similar	Similar	Similar
OVERALL PROPERTY COMPARISON		**Very Inferior**	**Superior**	**Slightly Inferior**	**Superior**	**Slightly Inferior**
OVERALL COMPARISON (PER SQUARE FOOT)		**Very Inferior**	**Superior**	**Slightly Inferior**	**Superior**	**Slightly Inferior**
COMMENTS	Vacant corner site with perimeter chain-link fencing. Previous used car sales lot.	Vacant interior lot next to corner of Fairbanks Avenue and Overspin Drive. Purchased by adjacent owner.	All Florida Paint store on property demolished for new medical office construction.	Vacant corner lot near University of Central Florida.	Purchased for construction of a 7,400-SF Tire Kingdom store.	Old restaurant site, cleared.



Direct Comparative Analysis

Comparative Analysis is the general term used to identify the process that employs either paired data set analysis or relative comparison analysis to derive a value indication in the Sales Comparison Approach. When adjustments are applied to the prices of comparable sales, they may be expressed quantitatively (as percentages) or qualitatively (inferior, superior or similar). In this case, adequate data was not available from the market place to derive reliable indications of quantitative, or percentage, adjustments for the elements of comparison. Therefore, this analysis will apply qualitative adjustments for the property comparisons. In this fashion, the data will conclude three groups of sales – those that are considered superior to the subject, those that are considered similar, and those that are considered inferior. The result will be a bracket of value indication for the subject indicating a probable range in value.

Several elements of comparison are typically considered to compare a sale property to a subject in the form of adjustments, or comparisons. Elements of comparison are the characteristics of transactions and properties that cause the prices paid for real estate to vary. The *Transaction comparisons* include property rights conveyed, financing (cash equivalency), conditions of sale, and market conditions. *Property comparisons* for properties such as the subject can include (but are not limited to) location, size, road frontage (access/exposure), site utility, and zoning/future land use designations.

Transaction Comparisons

Property Rights Conveyed - In this case, all of the transactions involved transfer of fee simple title and no comparisons were considered necessary for *property rights conveyed.*

Financing (Cash Equivalency) - All of the transactions involved cash or its equivalency and no comparisons for *financing* were necessary.

Conditions of Sale – All of the transactions were conducted under typical *conditions of sale*, involving motivated and willing buyers and sellers. As such, no adjustments for conditions of sale are necessary.

Market Conditions – All of the transactions occurred during market conditions considered similar to those prevailing as of the date of appraisal. As such, no adjustments for market conditions are considered necessary.

Property Comparisons

Location – Location comparisons are typically applied to reflect a property's proximity to a strong and/or expanding economic base, as well as volume of surrounding nearby development activity. The subject property is considered to have a good location for a variety of commercial or similar uses. The subject is located near main commercial thoroughfares within a long-established commercial area of Winter Park in proximity to a strong economic base. Sale No. 1 is located in a more residentially developed area within the market and considered inferior with regard to location. Land Sales 2, 3, 4, and 5 are considered similar with regard to location.

Size – Size comparisons are typically applied to recognize the relationship between the size of a property and the unit value. In general, larger tracts of land tend to sell for lower unit prices in the open market, recognizing the fact that the market for larger tracts becomes more limited as the size increases. In this case, Sale No. 1 is considered relatively smaller than the subject property. As such, this property is considered superior to the subject with regard to size. Sale Nos. 2, 3, 4, and 5 are relatively larger tracts of land. As such, these properties are considered inferior to the subject with regard to size, with Sale Nos. 3 and 5 considered very inferior.

Zoning/Future Land Use – This comparison is applied to recognize each sale property's zoning and future land use as they compare to the subject. With the exception of Sale No. 1, all of the properties are zoned for commercial uses and are considered similar with regard to zoning/future land use designations. Sale No. 1 has a C-1, Commercial Zoning, with a Low-Density Residential/Professional Future Land Use. The land use designation restricts the allowable uses to either office or residential uses. As such, this property is considered to be inferior to the subject with regards to future land development, as it is severely restricted by this Future Land Use.

Access and Road Exposure – This comparison is applied to recognize each sale property's access and road exposure as it compares to the subject. Sale No. 1 has an interior location on a mostly residential road. As such, this sale property is considered inferior with regard to access and road exposure. Sale Nos. 2, 3, 4, and 5 have frontage along primary commercial thoroughfares, whereas the subject is located along secondary roads. As such, these sale properties are considered superior with regard to road exposure.

Site Condition / Utility – This comparison is applied to recognize each sale property's site condition and utility as they compare to the subject. With the exception of Sale No. 2, all of the properties are considered similar with regard to site condition. Sale No. 2 was sold with a building that needed to be demolished and removed in order to develop to the buyer's specifications. As such, this property is considered to be inferior to the subject with regards to site condition, as there was significant cost involved in removal of the improvements.

Correlation and Sales Comparison Approach Summary

The previous spreadsheet outlines general information about each land sale, as well as our comparison process. Moreover, the reasoning considered in the comparison process was discussed in the previous section. As shown on the chart, the sale properties were purchased between August 2010 and May 2012 and range in size between 9,800± and 75,234± net square feet. The subject contains 15,700± net square feet. The data summarized on the chart indicates a range in value between $12.76 and $25.50 per net square foot.

Generally, after consideration of the comparison process, Sale Nos. 1, 3 and 5 (reflecting between $12.76 and $16.15 per net square foot) are indicated to be inferior to the subject for the reasons discussed. Of these three sales, Sale No. 3, reflecting $16.15 per square foot, is

indicated to be slightly inferior to the subject. As such, the data indicates a value slightly higher than $16.15 per net square foot for the subject.

Land Sale Nos. 2 and 4 (reflecting $25.50 and $22.62 per square foot, respectively) are indicated to be superior to the subject property. Therefore, these two sales indicate a value less than $22.62 per net square foot for the subject.

In the final comparison of the sales, the data suggests a value for the subject between $16.15 and $22.62 per net square foot. The analysis indicates the subject to be only slightly superior to the sale reflecting the lower end of this range, but inferior to the sale indicating the upper end of this range. As such, the analysis indicates a value per square foot closer to the lower end of the narrowed range. After considering all of the sales and the comparison process, the market value of the fee simple interest in the subject property, via the Sales Comparison Approach, as of August 8, 2012, is estimated to be $18.00 per net square foot.

The subject encompasses 15,700 net square feet. As such, the value estimate is calculated as follows:

15,700± Square Feet	@ $18.00 Per Square Foot =	$282,600
	Rounded To:	$283,000

RECONCILIATION AND VALUE CONCLUSION

The Sales Comparison Approach is the only approach considered applicable to conclude a value estimate for the subject. Based upon the results of the analysis presented herein, the market value of the fee simple interest in the subject property, as of August 8, 2012, has been estimated as follows:

TWO HUNDRED EIGHTY THREE THOUSAND DOLLARS
($283,000)

MARKETING PERIOD

Marketing time is the estimate of time it might take to sell a property interest in real estate at the estimated market value during a period immediately after the effective date of an appraisal. Based on our observation of exposure time indicated by the comparable sales, we would anticipate a marketing period of approximately 12 months for the subject. This time frame assumes a market-derived listing price is utilized and an adequate marketing program is implemented.

GENERAL UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1) This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.

2) No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3) The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4) Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6) All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws otherwise stated in this report.

8) It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

9) It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained

or renewed for any use on which the value estimates contained in this report are based.

10) Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

11) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

12) The appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.

13) Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structured in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

14) Any proposed improvements are assumed to be completed in a good, workmanlike manner in accordance with the submitted plans and specifications.

15) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

16) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.

17) Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraisers.

CERTIFICATION

The undersigned do hereby certify that, to the best of our knowledge and belief:

1) The statements of fact contained in this report are true and correct.
2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8) I have had no previous involvement of any kind with the subject property over the past three year period.
9) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10) As of the date of this report, Thomas H. Pinel Jr. has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
11) I made a personal inspection of the property that is the subject of this report on August 8, 2012.
12) No one provided significant professional assistance to the persons signing this report.
13) Thomas H. Pinel, Jr. has the knowledge and experience on this type of property in its geographic area to meet the USPAP Competency Requirements.
14) That my opinion of the market value of the subject property, as of the August 8, 2012, was **$283,000**, based upon my independent appraisal and the exercise of my professional judgment.

THOMAS H. PINEL JR.
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER
License No. RZ1228

Addendum

Subject Photographs
(All taken August 8, 2012)

Subject Parcel Records from
Orange County Property Appraiser

Copy of Subject Purchase Contract

Topography Map

Soils Map

Flood Plain Map

Qualifications of Appraiser

View south along Nicolet Avenue taken from near the Gene Street intersection. The subject is at left beyond Gene Street.

View east from the corner of Nicolet Avenue and Gene Street. The subject is on the right.

View north from the center of Nicolet Avenue.
The subject property is on the right.

View southeast from the corner of Nicolet Avenue and
Gene Street showing the subject property.

View east across the subject from near its southwest corner.

View east from Nicolet Avenue showing the west property line.

View northeast from the southwest corner of the subject property, showing the western property line and perimeter fencing.

View southwest across the subject from its northeastern corner.

666 Nicolet Ave

Parcel Information - 12-22-29-5004-03-010

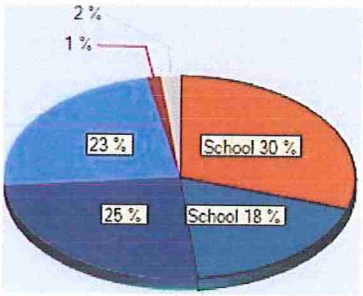
Orange County Property Appraiser • Bill Donegan, CFA • http://www.ocpafl.org

Property Summary

Property Name
666 Nicolet Ave
Names
Summers Dorothy Jean
Municipality
WP - Winter Park
Property Use
1000 - Vacant Commercial

Mailing Address
1109 W Smith St
Orlando, FL 32804-5233
Physical Address
666 Nicolet Ave
Winter Park, FL 32789

QR Code For Mobile Phone



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2012 W MKT	$251,200	+ $0	+ $0	= $251,200 (- 5.9%)	**$251,200** (- 5.9%)
2011 ✓ MKT	$266,900	+ $0	+ $0	= $266,900 (- 5.6%)	**$266,900** (- 5.6%)
2010 ✓ MKT	$282,600	+ $0	+ $0	= $282,600 (- 10%)	**$282,600** (9.1%)
2009 ✓ MKT	$314,000	+ $0	+ $0	= $314,000 (33%)	**$259,050** (10%)
2008 ✓ MKT	$235,500	+ $0	+ $0	= $235,500	**$235,500**

Tax Year Benefits	Tax Savings
2012 W	$0
2011 ✓	$0

666 Nicolet Ave

2010	$0
2009 $	**$508**
2008	$0

2012 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	$251,200	$0	$251,200	5.2300 (-1.26%)	**$1,313.78**	30 %
Public Schools: By Local Board	$251,200	$0	$251,200	3.2480 (0.00%)	**$815.90**	18 %
Orange County (General)	$251,200	$0	$251,200	4.4347 (0.00%)	**$1,114.00**	25 %
City Of Winter Park	$251,200	$0	$251,200	4.0923 (0.00%)	**$1,027.99**	23 %
City Of Winter Park Debt Service 2011	$251,200	$0	$251,200	0.2209 (0.55%)	**$55.49**	1 %
City Of Winter Park Debt Service 2004	$251,200	$0	$251,200	0.1051 (0.48%)	**$26.40**	1 %
St Johns Water Management District	$251,200	$0	$251,200	0.3313 (0.00%)	**$83.22**	2 %
				17.6623	**$4,436.78**	

2012 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

LAWNDALE THIRD ADDITION L/95 LOTS 1 & 2 BLK C

Total Land Area

15,730 sqft (+/-) | 0.36 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1000 - Vacant Commercial	C-3	15700 SQUARE FEET	$16.00	$251,200	$0.00	$251,200

Buildings

Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
There are no extra features associated with this parcel				

Sales

666 Nicolet Ave

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp

There are no sales for the selected parcel

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address

There are no TPP Accounts associated with this parcel.

Schools

Edgewater (High School)

Principal	Mrs. Michele A Erickson
Office Phone	407-835-4900
Grades	2011: A | 2010: B | 2009: D

Lee (Middle School)

Principal	Mr. Howard Decordovor Hepburn
Office Phone	407-245-1800
Grades	2012: C | 2011: B | 2010: B

Killarney (Elementary)

Principal	Evangeline R Slaughter
Office Phone	407-623-1438
Grades	2012: B | 2011: A | 2010: A

Utilities/Services

Electric	Progress Energy
Water	Winter Park
Recycling (Monday)	Winter Park/Waste Pro
Trash (Monday, Thursday)	Winter Park/Waste Pro
Yard Waste (Wednesday)	Winter park/wastePro

Elected Officials

State Senate	David Simmons
County Commissioner	Ted Edwards
School Board Representative	Nancy Robbinson
State Representative	Scott Randolph
US Representative	Daniel Webster

Vacant Land Contract
FLORIDA ASSOCIATION OF REALTORS®

Homevest Realty
David Woolford, P.A.

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE:
Dorothy Jean Summers ("Seller"),
and *City of Winter Park* ("Buyer"),
agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: *666 Nicolet Avenue, Winter Park, FL 32789*
Legal Description:
Lawndale Third Addition L/95 Lots 1 &2 Blk C

including all improvements and the following additional property:

PRICE AND FINANCING

2. PURCHASE PRICE: $ *275,000.00* payable by Buyer in U.S. funds as follows:
(a) $ *5,000.00* Deposit received (checks are subject to clearance) on *Seller's Acceptance of Contract*
by _____ for delivery to *Brown, Garganese, Weiss & D'Agresta, P.A.*
Signature / Name of Company ("Escrow Agent")
(Address of Escrow Agent) *111 N. Orange Ave., Suite 2000, Orlando, FL 32802 (Attn: Catherine Reischmann)*
(Phone # of Escrow Agent) *407-425-9566*
(b) $ _____ Additional deposit to be delivered to Escrow Agent by _____ or _____ days from Effective Date (10 days if left blank).
(c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) $ _____ Other: _____
(e) $ *270,000.00* Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☐ (f)(complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____) prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☒ **(a) Buyer** will pay cash for the Property with no financing contingency.
☐ **(b)** This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). **Buyer** will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
☐ **(1) New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
☐ **(2) Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

Buyer (TBK) (_____) and Seller (DJS) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

☐ **(3) Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN# _____ in the approximate amount of $_____ currently payable at $_____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered ***On or Before September 10, 2012*** ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph **17**. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on the deed~~

~~Recording fees for documents needed to cure title~~

~~Title evidence (if applicable under Paragraph 9)~~

Other: ***Seller will pay for all brokerage fees for the Seller's Agent only.***

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Lender's title policy at the simultaneous issue rate

Inspections

Survey and sketch

Insurance

Other: ***Buyer will pay for the owner's title policy, taxes on deed, and all brokerage fees for the Buyer's Agent only.***

(c) Title Evidence and Insurance: Check (1) or (2):

☒ **(1)** The title evidence will be a Paragraph **8(a)(1)** owner's title insurance commitment. ☐ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☒ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

☐ **(2) Seller** will provide an abstract as specified in Paragraph **8(a)(2)** as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☒ **Buyer** ☐ **Seller** (if left blank, **Buyer**) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

Buyer (MK) (_____) and **Seller** (DPS) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

(f) Tax Withholding: If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is $300,000 or less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

(g) 1031 Exchange: If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. **LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Flood Zone: **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) Inspections: *(check (1) or (2) below)*

☒ **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within *30* days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for *City of Winter Park's Highest and Best* use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. ~~**Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.**~~

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, from expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

Buyer (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or *if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written* notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as *determined by the City of Winter Park*; covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above.

(d) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time:

All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

Buyer (MK) (_____) and **Seller** (DS) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

(c) Force Majeure: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's** deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without **Seller's** written consent. The terms "**Buyer**", "**Seller**", and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer, Seller** and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph **14. Seller** will also be liable to Broker for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **14**; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) All other disputes: Buyer and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

Buyer (MK) (_____) and **Seller** (KAB) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

299 **ESCROW AGENT AND BROKER**

300 **15. ESCROW AGENT:** **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow
301 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this
302 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
303 misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this
304 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing
305 fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or
306 equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be
307 arbitrated, so long as Escrow Agent consents to arbitrate.

308 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer** and **Seller** to verify all facts and representations
309 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
310 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect
311 of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition,
312 environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all
313 representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to**
314 **rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and**
315 **facts that materially affect Property value. Buyer** and **Seller** respectively will pay all costs and expenses, including
316 reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in
317 connection with or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller**
318 hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage
319 based on **(1) Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2)** Broker's performance, at
320 **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,
321 including Broker's referral, recommendation or retention of any vendor; **(3)** products or services provided by any vendor; and
322 **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and compensating their
323 respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will
324 be treated as a party to this Contract. This paragraph will survive closing.

325 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing**
326 **Agent: Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
327 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker
328 has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse
329 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by
330 **Seller** or listing broker to cooperating brokers.

331 *David Woolford* — *Homevest Realty - Commercial Division*

332 *Selling Sales Associate/License No.* *BK 3044707* — *Selling Firm/Brokerage Fee: ($ or % of Purchase Price)* *3%*

333 *Sandra Weintraub* — *Sandra Weintraub Realty*

334 *Listing Sales Associate/License No.* *BK 544382* — *Listing Firm/Brokerage Fee: ($ or % of Purchase Price)* *2%*

335 **ADDITIONAL TERMS**

336 **18. ADDITIONAL TERMS:**

337 *1) The Purchase Price of $275,000 is contingent upon and subject to Buyer obtaining an appraisal for a minimum*
338 *of $275,000. Appraisal is to be performed during the feasibility study period.*
339 *2) The condition of the fence will convey As-Is.*
340 *3) The Buyer will provide copies of all Reports, to the Seller, if this contract is cancelled.*
341 *4) This agreement is conditioned upon and subject to the conditional and final approval of the City Commission of*
342 *the City of Winter Park, Florida, compliance with Sec. 166.045, Fla. Stat. and the Charter of the City of Winter Park,*
343 *Florida, as well as any other requirements of Florida Laws.*
344
345
346

347 **Buyer** (JK) (_____) and **Seller** (DJS) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

345 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____

358 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.**

359 **OFFER AND ACCEPTANCE**

360 (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
361 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
362 delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____ this
363 offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

364 **COUNTER OFFER / REJECTION**

365 ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver
366 a copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
367 the date the counter is delivered. ☐ Seller rejects Buyer's offer.

City of Winter Park

368 Date: 7-18-12 Buyer: _____
369 Print name: Randy B. Knight

370 Date: _____ Buyer: _____
371 Phone: 407 599-3235 Print name: _____
372 Fax: _____ Address: 401 Park Ave. South Winter Park FL 32789
373 Email: _____

Dorothy Jean Summers

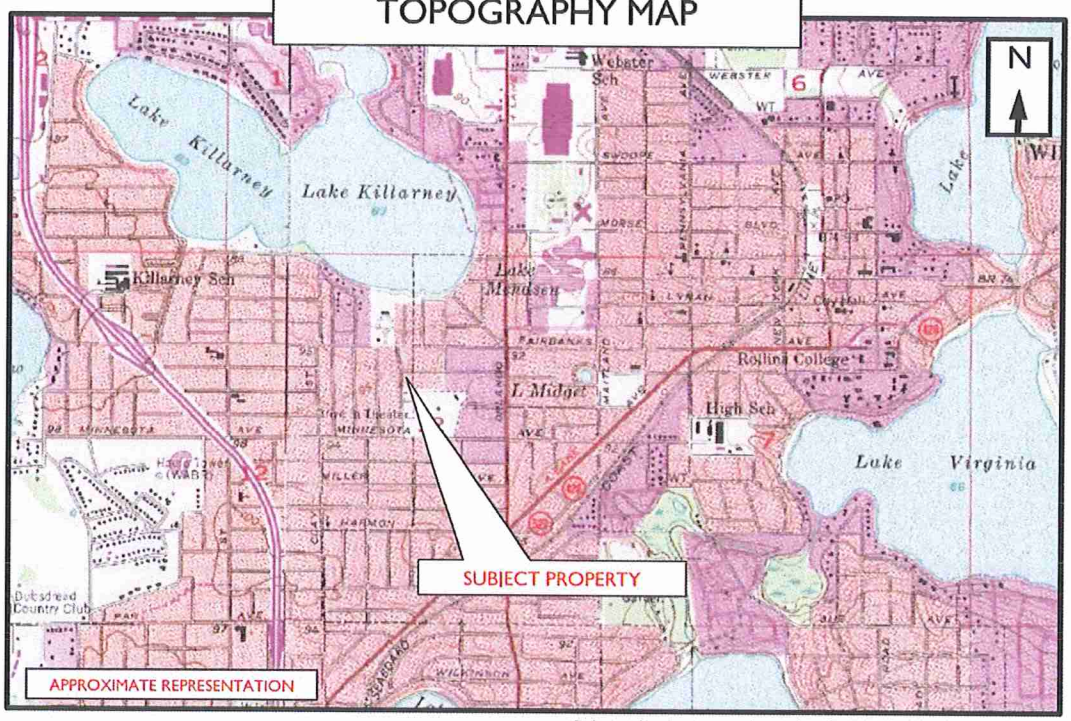
374 Date: July 20 '12 Seller: Dorothy Jean Summers
375 Print name: Dorothy Jean Summers

376 Date: _____ Seller: _____
377 Phone: _____ Print name: _____
378 Fax: _____ Address: 1109 W. Smith St
379 Email: _____ Orlando FL 32804

380 **Effective Date:** 7.20.2012 (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

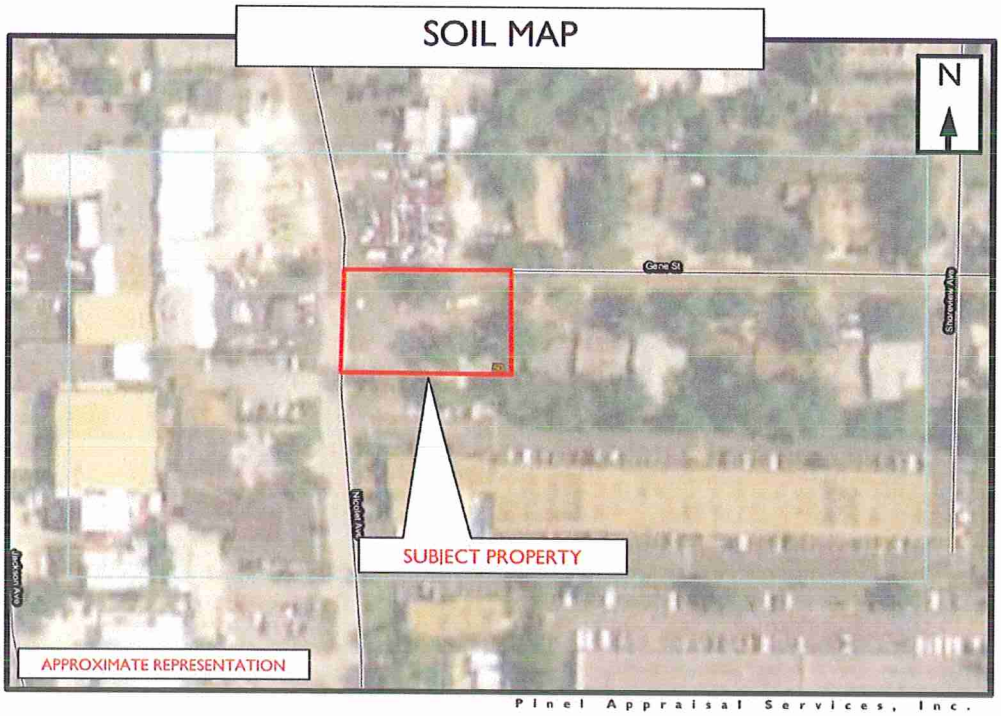
381 Buyer (RBK) (_____) and Seller (DJS) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

TOPOGRAPHY MAP

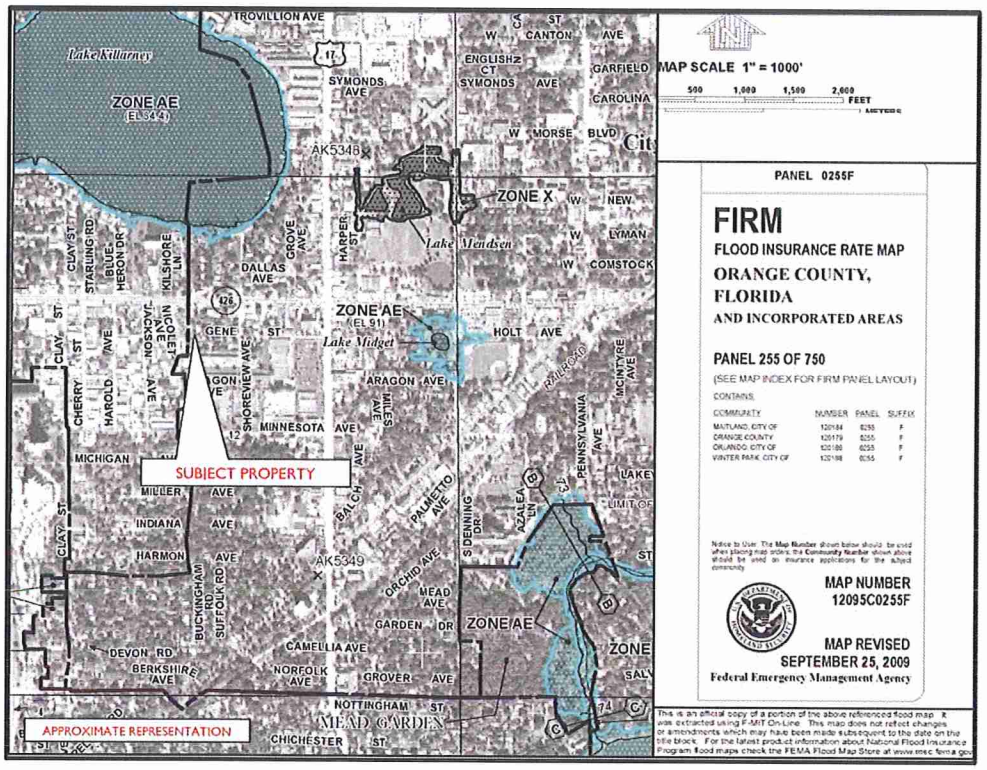


Pinel Appraisal Services, Inc.

SOIL MAP



Pinel Appraisal Services, Inc.



QUALIFICATIONS OF APPRAISER
THOMAS H. PINEL JR.

BUSINESS ADDRESS

Pinel Appraisal Services, Inc.
600 Wilkinson Street, Suite 250
Orlando, Florida 32803

EDUCATION

Oxford College of Emory University, 1981-1983
University of Florida; Bachelor of Science in Business Administration majoring in Real Estate, 1985.

Appraisal Institute Coursework

1. Real Estate Appraisal Principles (1987)
2. Basic Valuation Procedures (1988)
3. Standards of Professional Practice (1988)
4. Capitalization Theory & Techniques, Part A (1989)
5. Capitalization Theory & Techniques, Part B (1990)
6. Case Studies in Real Estate Valuation (1991)
7. Report Writing & Valuation Analysis (1991)
8. Real Estate Evaluations and the Appraisal Industry Seminar (1995)
9. Standards of Professional Appraisal Practice, Part C (1998)
10. Business Practices and Ethics, 8 Hours (November 2006)
11. Uniform Appraisal Standards for Federal Land Acquisitions ("Yellowbook"), April 2007, 15 Hours
12. The Valuation of Wetlands, September 2007, 4 Hours
13. General Market Analysis and Highest & Best Use, September 2007, 30 Hours

Recent General and Continuing Education

1. 2010 National USPAP Update Course, McKissock, October 2010, 7 Hours
2. Florida State Law for Real Estate Appraisers, Bert Rodgers Schools, November 2010, 3 Hours
3. Supervisor/Trainee Roles & Relationships, Bert Rodgers Schools, November 2010, 3 Hours
4. Appraising Apartments: The Basics, McKissock, November 2010, 7 Hours
5. Appraising and Analyzing Office Buildings for Mtg. Underwriting, McKissock, November 2010, 7 Hours
6. Ad Valorem Tax Consultation, McKissock, November 2010, 3 Hours
7. 72-Hour State of Florida Broker Course, IFREC, August 2010
8. 2008 National USPAP Update Course, Appraisal Institute, April 2008, 7 Hours
9. Florida State Law for Real Estate Appraisers, Appraisal Institute, April 2008, 3 Hours
10. Supervisor/Trainee Roles & Relationships, Appraisal Institute, April 2008, 3 Hours
11. Plat and Subdivision Law in Florida, Lorman Education, October 2007, 7 Hours
12. 2006 National USPAP Update, Ed Klopfer Schools of Real Estate, 2006, 7 Hours
13. Florida Real Estate Appraisal License Law, Bert Rodgers Schools, 2006, 3 Hours
14. Communicating the Appraisal, Bert Rodgers Schools, 2006, 3 Hours
15. Appraisal Principles, Bert Rodgers Schools, 2006, 6 Hours
16. Real Estate, Mortgages, and the Law, Bert Rodgers Schools, 2006, 3 Hours
17. Appraising Agricultural Lands in Transition, American Society of Farm Managers & Rural Appraisers, May 2006, 8 Hours
18. Landlord and Tenant Law in Florida, Lorman Education, January 2006, 8 Hours
19. National Equivalent USPAP Update, Bert Rodgers Schools, 2004, 7 Hours
20. Florida Real Estate Appraisal License Law, Bert Rodgers Schools, 2004, 3 Hours
21. Sales Comparison Approach, General Applications, Bert Rodgers Schools, 2004, 6 Hours
22. Federal National Mortgage Association, Bert Rodgers Schools, 2004, 3 Hours
23. Communicating the Appraisal, Bert Rodgers Schools, 2004, 3 Hours
24. Residential Subdivision Analysis, Bert Rodgers Schools, 2004, 5 Hours
25. Real Estate Mortgages, and the Law, Bert Rodgers Schools, 2004, 3 Hours
26. Public Land Acquisition & Management Partnership 2001 Conference - St. Johns River Water Management District (2001)
27. Public Land Acquisition & Management Partnership 2000 Conference - South Florida Water Management District (2000)
28. Environmental Hazards Impact on Real Estate Values (2000)

QUALIFICATIONS OF APPRAISER – THOMAS H. PINEL JR.

(Contd.)

29. Appraising Conservation Easements and Other Less Than Fee Interests (2000)
30. Appraising Wetlands (2000)
31. Citrus Research and Education Seminar, Florida Society of Farm Managers and Rural Appraisers (1998)

LICENSE AND EXPERIENCE

- Florida State-Certified General Appraiser, License No. RZ 0001228, Active, since January 1992
- Florida State Licensed Real Estate Broker, License No. BK471684, Active, Since June 2011
- Associate Member of the Appraisal Institute
- President of Pinel Appraisal Services, Inc. since March 2003
- Staff Appraiser with Pinel & Carpenter, Inc., January 1988 to February 2003.
- Research/Appraisal Associate with Pinel, Rex & Carpenter, Inc., July 1986 to December 1987.
- Appraisal research for Thomas H. Pinel, MAI, 1981-1985

Performed appraisals of citrus groves and other agricultural acreage, numerous citrus concentrate plants and fresh citrus fruit packing houses, wetlands, mitigation banks, conservation easements, restrictive use easements, properties with natural fresh water springs, transitional lands, large-scale acreage development tracts, waterfront properties, vacant sites, easements, nursery (greenhouse/shadehouse) operations, churches, office buildings, apartment buildings, small shopping centers, industrial warehouses, mini-storage facilities, and residential subdivisions. Emphasis of work is citrus groves, ranch holdings, other agricultural properties, and various other large acreage tracts throughout the state of Florida.

Appraisals and consultations performed for individuals and corporate clients, financial institutions, water management districts, attorneys, condemning authorities, and municipalities. Function of work has been for individual, family, and corporate internal planning, financing, condemnation, estates, real estate sales, and ad valorem assessment/tax consultation.

Major appraisals and clients include Callery Judge Groves, the United States Department of the Navy, A. Duda and Sons, Inc., Evans Properties, Inc., Becker Holding Corporation, McKinnon Corporation, Rabo AgriFinance (f/k/a Lend Lease Agribusiness, Inc.; f/k/a Equitable Agribusiness, Inc.), Aegon USA Realty Advisors, Inc., Comerica Bank, Boeing Capital Corporation, Golden Gem Growers, Inc., Ronald Grigsby (Southern Farms, Inc.), ERLY Juice, Inc., Battaglia Fruit Company, Lambeth Citrus Groves, O.L.C., Inc. (Charles M. Campbell), Heller Bros., the Estate of J.J. Parrish, Bronsons, Clonts Farms, Nelson & Company, the Winter Park Land Company, the Packers of Indian River, Inc., Prudential Agricultural Group, Dean Mead, Baker & Hostetler, Centennial Bank, First Commercial Bank, Mercantile Bank, SunTrust Bank, N.A., Bank of America, St. Johns River Water Management District, South Florida Water Management District, Southwest Florida Water Management District, Coca Cola, the City of Orlando, the City of Winter Park, the City of Ocoee, Lake County, Flagler County, and Orange County.

city commission agenda item

item type	Action Item Requiring Discussion	meeting date	August 27, 2012
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

Update on Quiet Zones.

motion | recommendation

The City of Winter Park will continue to coordinate with the Cities of Orlando and Maitland to establish a continuous quiet zone in order to restrict the use train horns. Work with these local municipalities and the State and Federal governments to find funding sources that will support the development of the quiet zones.

background

During the City Commission meeting held August 13, 2012, a majority of the Commission requested that City staff coordinate our efforts with City of Orlando and Maitland and to bring back a detailed report on quiet zones including the potential costs/financial information for review.

For additional background information see memo to Randy Knight dated August 7, 2012 and the document titled "Update on Quiet Zones for Winter Park – August 20, 2012".

On August 22, 2012 the City Manager, Randy Knight and staff met with the Cities of Orlando and Maitland to continue the coordination efforts with the local municipalities and discuss funding opportunities.

alternatives | other considerations

No longer pursue the establishment of quiet zones in the City of Winter Park.

fiscal impact

N/A

Update on Quiet Zones for Winter Park – August 20, 2012

- Quiet Zone - General Information

    - For many years the City of Winter Park has been concerned about its resident's quality of life and the impacts of the increase of train horns with upcoming SunRail operations. The City has taken proactive steps to establishing a "quiet zone" within the City limits. A quiet zone will allow the City to restrict the use of train horns within the City limits for 24 hours per day, seven days a week. However, it should be understood that the train operator always maintains his right to sound the train horn in a given situation for safety reasons.
    - In order to qualify for quiet zones through the Federal Railroad Administration (FRA), the City is required to meet a certain level of safety at each of its at-grade crossings. The City has 16 existing grade crossings one of which (New England Avenue) has been upgraded to the safety standards required for a quiet zone.

- Quiet Zone - Steps taken in Winter Park, Orlando, and Maitland

    - Winter Park
        - January 10, 2007 – Quiet Zone Evaluation performed by Railroad Controls Limited, RCL
        - December 13, 2010 - Quiet Zone Evaluation was updated and a final report was delivered by Vanasse Hagen Brustlin, Inc. This report included concepts for improvements at each of the City's grade crossings along with their associated construction cost estimates.
        - September 21, 2011 – A diagnostic review of the City's conceptual plans for the grade crossing improvements was performed by representatives of FRA, FDOT, MetroPlan Orlando, and Orange County.
        - December 1, 2011 the City mailed out to the FRA, FTA, CSX and FDOT the Notice of Intent to Establish a Quiet Zone.

    - Orlando
        - The safety improvements for the four crossings Wilkinson St, E King St, E Rollins St, and E Princeton St nearest the Florida Hospital have been designed to 100% and are included in the SunRail Phase 1 Contract. These improvements estimated at $1.04 million are funded by the Florida Hospital.
        - The City of Orlando plans to fund the remaining grade crossing improvements required to complete the quiet zones within the city limits. The construction of these improvements will be negotiated with the future SunRail O&M contractor.
        - August 7, 2012 – The City of Orlando performed a diagnostic review of their conceptual plans for the remaining grade crossing improvements. Winter Park's Traffic Operations Manager, Butch Margraf assisted Orlando with the diagnostic review.

    - Maitland
        - Unknown at this time.

- Winter Park Quiet Zone Evaluation Technical Memorandum – December 13, 2010 (revised December 15, 2010)

    - Grade crossing improvements
        - The goal of this evaluation was to provide design concepts for the crossings that exceed the minimum required FRA safety measures for quiet zone status. While they are the safest recommendations, not all of the improvements listed in the evaluation are required to qualify the City for a quiet zone.
        - Safety improvement concepts such as 4-quadrant gates and center island medians were developed for all 16 at-grade crossings in Winter Park.
        - The grade crossing improvement concepts in the report take into consideration the improvements that have already been included in the FDOT plans for SunRail.
    - Concerns regarding the recommendations in the report
        - Fencing along the tracks in Central Park – This was a safety improvement recommended by VHB to provide the highest level of pedestrian safety in central park with the implementation of a quiet zone. The fencing would direct pedestrians to the delineated pedestrian crossings along the tracks. A landscape hedge could accomplish the same goal. This safety measure is not required to qualify the City for a quiet zone.
        - Closing the at-grade crossing at Westchester Ave – There was a requirement for the first and last crossing within a quiet zone to be 0.5 miles from a non-quiet zone crossing. The implementation of quiet zones in Orlando near the Florida hospital eliminates the need to close the Westchester crossing.
    - Costs
        - The VHB report included project cost estimates for the safest individual grade crossing improvements which total $3.2 million.
        - These estimates assumed the improvements could be incorporated into the SunRail project and that savings would be realized by eliminating mobilization and MOT costs.

- Quiet Zone Funding Sources

    - April 20, 2010 - It was posted that the House Budget included $3.5 million for constructing quiet zones in cities along the route for SunRail in Central Florida with populations less than 40,000. The City of Winter Park and one other were the only cities that could qualify for those funds.
        - Governor, Charlie Crist vetoed the funding in June 2010.

    - FDOT Remaining funds from SunRail station
        - $3.75 million of state and federal funds have been allocated to the design and construction of the SunRail station in Winter Park. The latest estimated cost for the station was $2.94 million.
        - City staff continues to work diligently with the FDOT and their contractor to incorporate intermodal improvements near the station to be paid with the remaining $0.81 million. The intermodal improvements proposed at the crossings nearest the station will support the City's quiet zone efforts.

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

August 7, 2012

Randy Knight
City Manager

RE: Update on Quiet Zones for Winter Park, Florida

Dear Randy:

This memo is provided as an update on the City's efforts to establishing a "quiet zone" within the City limits. A quiet zone will allow the City to restrict the use of train horns within the City limits for 24 hours per day, seven days a week. However, it should be understood that the train operator always maintains his right to sound the train horn in a given situation for safety reasons. In order to qualify for quiet zones through the Federal Railroad Administration (FRA), the City is required to meet a certain level of safety at each of its grade crossings.

December 13, 2010 the Quiet Zone Evaluation was performed and a final report was presented by Vanasse Hagen Brustlin, Inc. This report (placed in the drop box for the City Commission) included concepts for improvements at each of the City's grade crossings along with the associated construction costs estimate.

September 21, 2011 a diagnostic review of the City's conceptual plans for the grade crossing improvements was performed by representatives of FRA, FDOT, MetroPlan Orlando, and Orange County.

December 1, 2011 the City mailed out to the FRA, FTA, CSX and FDOT the Notice of Intent to Establish a Quiet Zone.

Currently the City has not budgeted for the estimated $3.2 million necessary to construct the grade crossing improvements required for the quiet zone. However, we have made a request to the FDOT to use any remaining funds of the City's SunRail station to construct grade crossing improvements nearest the station.

Thank you,

Don Marcotte

c: Michelle del Valle
Troy Attaway
Debbie Wilkerson
Cindy Bonham
Michelle Bernstein

Transportation
Land Development
Environmental
Services

VHB Vanasse Hangen Brustlin, Inc.

Landmark Center Two, Suite 300
225 E. Robinson Street
Orlando, Florida 32801
Telephone 407.839.4006
Fax 407.839.4008
www.vhb.com

Memorandum

To: Donald Marcotte – Winter Park
Wayne Margraf – Winter Park
Troy Attaway – Winter Park

Date: December 13, 2010

Project No.: 61529.00

From: Mark Bertoncini – VHB
Richard Carey – VHB
Mike Carragher – VHB

Re: Winter Park Quiet Zone Analysis
Final Technical Memorandum

Introduction

The Florida Department of Transportation is currently planning the design and construction of the new SunRail commuter rail project in Central Florida that will consist of a new bi-direction commuter rail service from the northern terminus in DeLand through Orlando to the southern limit in Kissimmee along the existing CSXT "A" line corridor. Final design and construction of the first phase of the project, which will extend through the City of Winter Park, is anticipated to begin in early 2011. FDOT is currently negotiating with a Design-Build Contractor who will advance the design documents and construct the infrastructure improvements.

The new Sun Rail commuter rail service, when initially implemented, will have a service frequency of 30 minute headways during the peak periods and 60 minute headways in the non-peak periods, which will increase the number of trains passing through communities. When the service is fully implemented, peak period service could increase to 15-minute headways.

Since the inception of the SunRail commuter rail project, the City of Winter Park has been concerned with the impacts of additional trains on the quality of life Winter Park, especially with the increased frequency of train horns blowing as they approach the grade crossings. The City has taken proactive steps in evaluating the sixteen (16) at-grade roadway rail crossings, See Figure 1, within the City to consider for Quiet Zone status in accordance with the Federal Railroad Administration's "*Use of Locomotive Horns at Highway-Railroad Grade Crossings; Final Rule*" including past coordination with the FRA, FDOT and local stakeholders. The City subsequently engaged VHB to review the current grade crossing improvements proposed as part of the SunRail project (which were not designed to meet Quiet Zone standards), perform an evaluation of the existing grade crossings, and work with the City to develop grade crossing improvements that could qualify for Quite Zone status.

The goal of this evaluation is to provide design concepts for the crossings that exceed the minimum required FRA safety measures for Quiet Zone status, determine the incremental improvements using the Sun Rail Preliminary Design grade crossing plans as the baseline, and develop an order of magnitude cost estimate for the incremental improvements. It is our understanding that the City will evaluate the infrastructure improvements and associated costs to decide whether they will advance this initiative and how to include the construction of the improvements as part of the Sun Rail project.

Purpose

The purpose of this memorandum is to summarize the results of the grade crossing evaluation and workshop for the existing sixteen (16) grade crossings being considered for Quiet Zone status in Winter Park. The City will use this information to understand the infrastructure improvements and associated costs as they consider moving forward with a Quiet Zone. The memorandum includes conceptual design plans that illustrate proposed supplemental safety measures (center island medians, 4-quadrant gates, geometric improvements, sight distance improvements, pedestrian accommodations, street lighting, and vegetation clearing) and order of magnitude cost estimates for each crossing that could be implemented to create a new Quiet Zone in accordance with the Federal Railroad Administration's "Final Rule".

Methodology

The methodology for developing recommended grade crossing improvements to implement a Quiet Zone considered the following:

- The city's initial quiet zone evaluations with FRA (including the use of 4-quadrant gates at all crossings),
- A review of existing crossing geometry and traffic patterns in the City,
- Pedestrian accommodations,
- Proposed grade crossing improvements associated with the Florida Department of Transportation's SunRail project.

Field reviews were conducted at each of the City's sixteen (16) grade crossings on October 6th and 7th, 2010 to document existing conditions and evaluate the crossings from the perspective of implementing a Quiet Zone. The recommendations developed for a new Quiet Zone are based on providing supplemental safety measures (SSM's) as outlined in the FRA rule as follows:

- 4-quadrant gates,
- Center island medians,
- One way streets,
- Closing grade crossings.

The review and recommendation process also went beyond considering SSM's per FRA's Quiet Zone rule to provide a higher level of safety for both vehicles and pedestrians with a Quiet Zone. These improvements include:

- Roadway/intersection geometric modifications that better channelize traffic over the crossing,
- Relocation of driveway openings away from the crossing areas,
- Improved sight-distance (preview) at the crossings,
- Street lighting,
- Extension of sidewalk over the crossings,
- Pedestrian gates,
- Right-of-way fencing to manage pedestrian movements.

VHB has also developed an "Order of Magnitude" estimated construction cost for each crossing with the assumption that the additional work required to achieve a Quiet Zone will be incorporated into the FDOT SunRail project and not a standalone project. Construction costs were generated based on preliminary quantities, FDOT weighted average unit prices for roadway work, (Area 8) and unit prices from similar type rail projects. The estimated construction costs are incremental to the grade crossing improvements

already included the SunRail project. These costs do not include mobilization and maintenance or traffic costs which are assumed to be included in the SunRail project.

VHB hosted a workshop on October 14, 2010 with Donald Marcotte and Wayne Margraf of the City of Winter Park to review and discuss the initial concepts developed. The workshop materials included initial concepts on aerial mapping with the Sun Rail improvements superimposed on the aerials, photographs of the crossings, and a roadway network map of Winter Park. The results and suggestions from the meeting are summarized below for each crossing.

It should be noted that alternative concepts were developed for three of the crossings; Lyman Avenue, Fairbanks Avenue, and Holt Avenue at the requests of City of Winter Park to address potential local and public concerns regarding the elimination of some traffic movements at individual crossings. These alternate concepts. These alternate concepts are included in this memorandum. The alternative concepts fall within the guidelines of the "Final Rule" but may not reflect the highest level of safety nor most highly consistent for establishing a quiet zone.

Recommended Program

The following summarizes VHB's recommended improvements, alternative concepts, and order of magnitude construction costs (incremental to the project) for each of the sixteen (16) grade crossings as discussed at the October 14, 2010 workshop. The concept plans and estimated costs are included in Appendix A.

1. **North Denning Avenue - See Sheet No. 1 in Appendix A (MP 784.73/SunRail Sheet #43)**

   Improvements to be Constructed by SunRail Project

   - New entrance gate on northbound Denning Avenue
   - New house assembly

   Recommended Improvements for Quiet Zone

   - Install a 4-quadrant gate system
   - Install median separator
   - Improve sidewalk on the west side of Denning Avenue

   Workshop Discussion Points

   - The improvements proposed were accepted as presented.

   Estimated Construction Cost

   - $322,000

2. **Webster Avenue/Pennsylvania Avenue - See Sheet No. 2 in Appendix A (MP 785.08/SunRail Sheet #44)**

   Improvements to be Constructed by SunRail Project

   - Install new pedestrian gates in the NE quadrant of the intersection. One Webster Avenue and one on Pennsylvania Avenue.
   - Install flexible delineators on eastbound Webster Avenue
   - Maintain existing gate crossing system

   Recommended Improvements for Quiet Zone

- Selective clearing of vegetation to improve sight distance
- Install a new house assembly
- Install median separator on all four legs of the intersection
- Relocate the driveway opening on Webster Avenue, Sta. 101+80 Lt approximately 20 feet west.
- Install additional gates as shown on the concept plan
- Do not install delineators.

Workshop Discussion Points

- The improvements proposed were accepted as presented.
- Discussion resulted in modifying the geometry of the raised traffic island for the westbound right turn lane from Webster Avenue to channelize vehicles further away from the crossing.

Estimated Construction Cost

- $319,000

3. New York Avenue - See Sheet No. 3 in Appendix A (MP 785.41/SunRail Sheet #45-46)

Improvements to be Constructed by SunRail Project

- New roadway entrance gate for each direction
- Four new pedestrian gates
- New house assembly
- New sidewalk leading to the crossing

Recommended Improvements for Quiet Zone

- Upgrade to a 4-quadrant gate system
- Install concrete median separator
- Upgrade sidewalk crossing surface on each side of New York Avenue

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $258,000

4. Canton Avenue - See Sheet No. 3 in Appendix A (MP 785.45/SunRail Sheet #45-46)

Improvements to be Constructed by SunRail Project

- New roadway entrance gate for each direction. The gate will also block the sidewalk.
- Two new pedestrian gates on the exit side of the crossing
- The house assembly installed for New York Avenue will also house the controls for this crossing.
- Install new sidewalk leading to the crossing

- Install new cantilever

Recommended Improvements for Quiet Zone

- Selective clearing of vegetation to improve sigh distance
- Upgrade to a 4-quadrant gate system
- Upgrade sidewalk crossing surface on each side of New York Avenue

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $254,000

5. Pedestrian Crossing – (No Plan) (MP 785.52/SunRail Sheet #47)

Improvements to be Constructed by SunRail Project

- SunRail project proposes to close this crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the track. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park on both sides of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $49,000

6. Pedestrian Crossing - See Sheet No. 4 in Appendix A (MP 785.59/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New pedestrian flasher with bells on both side of the crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the track. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park to Morse Boulevard on both sides of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $49,000

7. Morse Boulevard - See Sheet No. 4 in Appendix A (MP 785.64/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New house assembly (To control both pedestrian crossings also)
- New entrance gates in each direction. Gates will block pedestrian movements.
- Two new pedestrian gates on the exit side of the crossing

Recommended Improvements for Quiet Zone

- Extend the median on the west side of the track to the crossing
- Close the driveway opening to the station parking area opposite Sta. 101+80 Rt.
- Remove a portion of the existing median from Sta. 101+00 south, modify the parking lot entrance, and provide an internal connection for the two existing lots.
- Flashers located such that parked cars on Morse don't obstruct view to flashing lights.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $11,000

8. Pedestrian Crossing - See Sheet No. 4 in Appendix A (MP 785.69/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New pedestrian flasher with bells on both side of the crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the crossing. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park to Morse Boulevard on the east side of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $44,000

9. New England Avenue - See Sheet No. 5 in Appendix A (MP 785.77/SunRail Sheet #50-51)

Improvements to be Constructed by SunRail Project

- No improvements required. Crossing was upgraded recently to a 4-quadrant system.

Recommended Improvements for Quiet Zone

- Install fencing along the east side of the track along the park to the pedestrian crossing at MP 785.69

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $8,000

10. New York Avenue/Lyman Avenue - See Sheet Nos. 6, 6A, and 6B in Appendix A (MP 785.86/SunRail Sheet #52-53)

Improvements to be Constructed by SunRail Project

- New house assembly
- Four new pedestrian gates and 3 new entrance gates; two on New York Avenue and one on Lyman Avenue
- All other equipment to be maintained.
- Close Blake Street

Recommended Improvements for Quiet Zone

The primary focus of this intersection/crossing was to reduce the vastness of the open area due to the tracks crossing at a 45 degree angle through the intersection and to provide a more constrained environment for traffic and pedestrian movement. The following is suggested:

- Install a 4-quadrant gate system
- Eliminate vehicle crossing the track via Lyman Avenue
- Allow movement from Lyman Avenue to New York Avenue
- Allow Blake Street to remain open as a one-way

Workshop Discussion Points

- The overall concept was generally accepted, however, there is concern with eliminating the ability to cross the tracks along Lyman Avenue. It is felt that this will be an issue with local residents, businesses, and public officials. It was suggested that two concepts be developed for this crossing;

  Alternative No. 1, which eliminates traffic along Lyman Avenue from crossing the tracks

Alternative No. 2 - Allows Lyman Avenue traffic to cross the tracks. This alternative includes 2-4 quadrant gate systems. There is no concern with closing Blake Street.

The disadvantage with this concept is that the intersection will remain wide open. The gates will have to be installed far from the tracks (See concept plan 6A) due to the limited space that will be available to install the gates parallel to the track. This leaves the potential for a vehicle to get trapped within the closed gates. VHB does not recommend this option.

After further discussion with the City, a third alternative (See concept plan 6B) was prepared.

Alternative No. 3 - This alternative reduced lane widths to 11 feet in order to maximize the area that can be restricted to traffic and maintains all existing traffic movements. Two 4-quadrant gate systems will be required. In addition, it is recommend that a traffic signal be installed to manage traffic queues during a crossing event.

It is recommended that Alternative No. 3 be implemented.

Estimated Construction Cost

- Alternative No. 1 - $330,000
- Alternative No. 2 - $515,000
- Alternative No. 3 - $703,000

11. Fairbanks Avenue - See Sheet Nos. 7 and 7A in Appendix A (MP 786.06/SunRail Sheet #55)

Improvements to be Constructed by SunRail Project

- Close Blake Street
- Upgrade sidewalk crossing on the north side of Fairbanks Avenue

Recommended Improvements for Quiet Zone

The concern that was not addressed as part of the SunRail project was the location of the driveway access for the restaurant in NW quadrant of the crossing. The proximity of the opening to the crossing and the constrained area within the parking lot restricts movement and creates an undesirable condition. The concept developed did not address this issue as this was a topic that needed to be discussed further with city officials. The suggested improvements without accounting for the driveway issue are as follows:

- Install median separator and new entrance gates parallel to the tracks.
- Extend the limits of sidewalk upgrades being performed by SunRail

Workshop Discussion Points

The issues discussed above were shared by Don and Wayne. All agreed the best solution would be to take the property and eliminate the issue, however, that is not feasible at this time. Discussion resulted in the development of the following alternative concept;

- Provide a 4-quadrant gate system with a concrete median separator. The median would allow the gates to be offset so that the driveway opening could be moved as far as possible from the tracks.
- The City would discuss with FDOT the possibility of allowing parking on Blake Street for restaurant patrons to offset the impact to the change in driveway opening and constricting movements in the parking lot.
- A quad option is the best alternative
- Blake Street would remain closed to thru traffic.

Estimated Construction Cost

- Alternative No. 1 - $162,000
- Alternative No. 2 - $312,000

12. Holt Avenue/Pennsylvania Avenue - See Sheet Nos. 8 and 8A in Appendix A (MP 786.17/SunRail Sheet #56)

Improvements to be Constructed by SunRail Project

- New house assembly
- Maintain all existing equipment

Recommended Improvements for Quiet Zone

- Eliminate thru traffic on Holt Street
- Install four new entrance gates and two new exit gates

Workshop Discussion Points

- Don and Wayne both preferred to maintain Holt Street traffic movement across the tracks. An alternate concept has been developed to include a 4-quadrant gate system and allow all traffic movements.

Estimated Construction Cost

- Alternative No. 1 - $175,000
- Alternative No. 2 - $300,000

13. Minnesota Avenue - See Sheet No. 9 in Appendix A (MP 786.42/SunRail Sheet #57)

Improvements to be Constructed by SunRail Project

- Two new pedestrian gates
- Maintain all other existing equipment

Recommended Improvements for Quiet Zone

- Install new house assembly
- Install 4-quadrant gate system with concrete median separators
- Selective clearing for improved sight distance

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $307,000

14. South Denning Drive - See Sheet No. 10 in Appendix A (MP 786.56/SunRail Sheet #58)

Improvements to be Constructed by SunRail Project

- Install new entrance gate for southbound traffic on Denning Avenue.

Recommended Improvements for Quiet Zone

- Selective clearing for improved sight distance
- Install new entrance gate for northbound Denning Avenue
- Install concrete median separators
- Install new pedestrian gate in NW quadrant
- Upgrade sidewalk on east side of Denning Avenue
- Close the driveway opening in the NW corner

Workshop Discussion Points

- There is concern regarding making Barnum Avenue a one-way. There is heavy traffic on this section. A revised concept has been created showing a 4-quadrant gate system, minimizing the length of the concrete median separators, and allowing Barnum Avenue to remain two-way operation.

Estimated Construction Cost

- $185,000

15. Orlando Avenue - See Sheet No. 11 in Appendix A (MP 786.90/SunRail Sheet #60)

Improvements to be Constructed by SunRail Project

- New house assembly
- Concrete median separators
- New entrance gates in each direction
- Rebuild westerly sidewalk over the tracks

Recommended Improvements for Quiet Zone

- Close the un-named asphalt driveway
- Close Vivian Avenue and install new sidewalk

Workshop Discussion Points

- The improvements proposed were accepted as presented, however, in a subsequent meeting on with the City on November 4, it was requested that Vivian Avenue remain open. It was also noted that the driveway in the NE corner of the crossing has to remain

open because to maintain access to parcels located adjacent to the tracks. Because the openings have to remain, it will be necessary to install a 4-quadrant gate system.

Estimated Construction Cost

- $10,000 (Close access points)
- $134,000 (Maintain access points)

16. Westchester Avenue - See Sheet No. 12 in Appendix A (MP 787.07/SunRail Sheet #61)

Improvements to be Constructed by SunRail Project

- New entrance gates
- Upgrade the easterly sidewalk

Recommended Improvements for Quiet Zone

- No improvements. This crossing is proposed to be temporarily closed due to requirement that the first and last crossing within the quiet zone must be 0.5 miles from the next non-quiet zone crossing. The next crossing is in Orlando, 0.4 miles to the south. If the City of Winter Park wants to include this crossing in the quiet zone, the City of Orlando or Winter Park would have to upgrade 3 crossings in Orlando in order to meet the 0.5 mile requirement. The additional three crossings are as follows:

  - ✓ Wilkinson Street
  - ✓ King Street
  - ✓ East Rollins Avenue

Workshop Discussion Points

- None.

Estimated Construction Cost

- $0

Estimated Project Costs

The sum of the recommended concepts for each crossing total $3.2 M. This assumes the improvements can be incorporated into the SunRail project and that a saving will be realized by eliminating costs such as mobilization, MOT, etc. However, because there are still several unknowns at this time, including understanding what the final SunRail improvements will be and who ultimately will be constructing the quiet zone improvements. Based on the above, the order of magnitude cost estimate is $3.0M-$3.4M.

Next Steps

Upon review and acceptance of this technical memo, it is recommended that the City consider the following elements as a draft action plan:

1. City and VHB meet with FDOT to share their findings and obtain any feedback that may have an impact on the concepts. *(Meeting held on November 29, 2010)*
2. City and VHB review and consider implications of FDOT comments and concerns as well as obtain an update on the D-B schedule relative to incorporating quiet zone elements. *(See meeting memo dated November 29, 2010)*
3. City to determine if they would like to go forward with quiet zone efforts.
4. Conduct a diagnostic team evaluation.
5. Develop preliminary engineering plans and supporting documentation for preparing and submitting a quiet zone application
6. Prepare package for transmittal to FDOT to initiate negotiations with SunRail D-B team

Appendix A – Concept Plans

city commission agenda item

item type	Action Items Requiring Discussion	meeting date	August 27, 2012
prepared by department division	City Manager	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Discussion of 2012 Budget and Strategic Plan.

motion | recommendation

Review budget and strategic plan scorecard and work plan and provide input.

background

Attached is the budget spreadsheet with the suggestions provided by Mayor Bradley and Commissioners Cooper and McMacken.

Also attached is the draft of the Strategic Plan Scorecard Plan for the Commission's review and comments. You will note that some of the initiatives that received 3 or more dots from the commission do not lend themselves to measures except for "Is it done?". Those are highlighted in yellow.

The bubbles highlighted in red were added by staff because they appeared to be needed to complete the category. It should also be noted that there are some bubbles that have no Commission selected Initiatives associated with them. For example "Environmental" was a category the Commission established but no Environmental Initiatives got at least 3 dots from the Commission.

The Measurements and Targets also need to be reviewed and discussed by the Commission.

Also attached is the beginnings of a Work Plan which takes the Initiatives and puts the action steps to them.

fiscal impact

TBD.

long-term impact

Unknown.

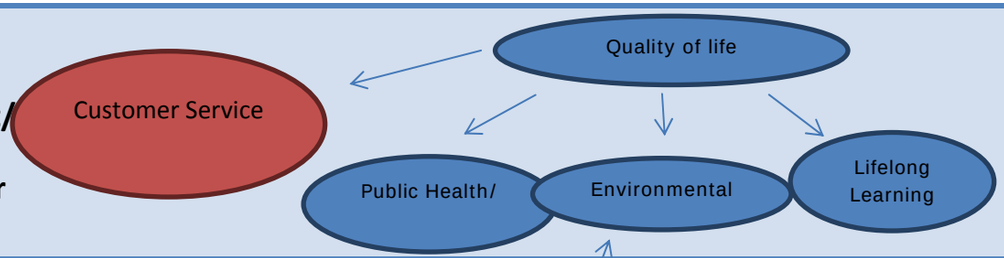
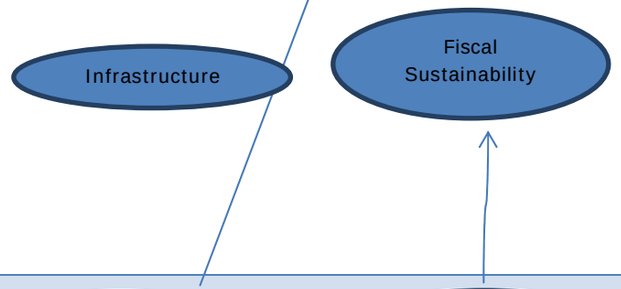
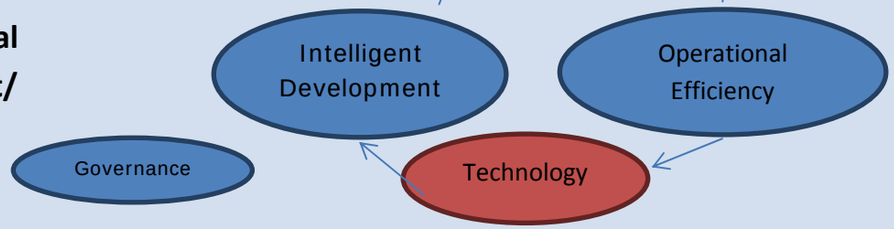
strategic objective

- n/a

	General Fund	Electric Fund	Comments
Commissioner McMacken's Suggestions			
Signage for Historic District	(10,000)		
Provide City funding for KWPB staff	(20,000)		
Match for geo-thermal at Cady Way Pool	(70,000)		Pool shell to be paid fully from General Fund
Discontinue operating contribution to Friends of Mead Garden	100,000		2013 funding was contingent on the signing of an Operating Agreement and hiring of Director
Mayor Bradley's Suggestions			
Invest in Capital improvements AND in unrestricted assets. Improves Electric Utility bond ratings and financial viability for today and future generations.			Proposed budget includes $1,275,000 for routine capital and $4,000,000 for undergrounding of electric utility lines
Revise method of allocating funds to outside organizations			Funds allocated to specific agencies be budgeted by Commissioner and allocated at the discretion of Commissioners. Also, all funds in this category require at least an equal fund raising match. GOAL: to broaden the community organizations supported and leverage City investments to increase philanthropy over time.
Commissioner Cooper's Suggestions			
Lighting for Ward Soccer Field B & C	(90,000)		The wooden poles are dangerously deteriorated and rotten. The lights are old technology, requiring more manpower to replace and not energy efficient. This request has been on our capital plan for many years.
Actuarial cost analysis of pension reform recommendation presented at the June 23, 2012 executive session	(10,000)		Professional analysis needed to facilitate Commission decision regarding implementation of penison reform in FY 2013.
Mead Garden	100,000		Continue our commitment to fund capital improvements to implement Master Plan at a lower level that acknowledges the need to share limited funding with other pressing parks needs.
SunRail quiet zone enhancements	TBD		Commission approved a resolution to support Quiet Zones. Total cost of Quiet Zones estimated at $3.0 - $3.4M. Unofficial estimate for first group of crossings (Lyman, Morse, Canton & New York) is $1.9M.
			This leaves a shortage of $1.1M for first group and $2.6M for all 16 crossings. Does the work need to be done before 2014 Sunrail service? How will it be funded? Can some work be delayed? Are we anticipating State or Federal funding?

City of Winter Park Scorecard

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

Strategy Map	Measures	Target	Initiatives
Constituent/ Stakeholder 	• How satisfied are you with City Services? • How safe do you feel in WP? • Are you aware of educational opportunities in WP?	• 90% Excellent or Above Average • 90% Safe or very safe • 80% familiar or very familiar	• Increase partnership with education institutions "cradle to grave"
Fiscal Stewardship 	• Increase commercial property valuation (new and redeveloped properties) • Underground Utility Lines • Improve SAIDI • Create new jobs in WP	• X% in five year period • 4-5 miles per year • <60 minutes per year • Add xx jobs over next 3 years.	• Tax base diversification • Pension reform • Adoption of realistic, actionable CIP • Develop parking plan for downtown • Continue electrical undergrounding program • Continue to implement economic development plan and review
Organizational Development/ Innovation 	• Departments meeting internally established benchmarks • Increase available resources to Technology based industry	• 95% of departments meeting or exceeding benchmarks • xx% of City with high speed fiber available	• Review and update Comprehensive Plan and codes as appropriate • Develop master plan for city • Assessment of potential efficiencies "right sizing" of city

City of Winter Park
Work Plan

	Team Lead	Budget	Anticipated Completion	Timeline												Current Status		
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	On time	On Budget	Summary
Constituent/Stakeholder																		
Increase partnerships with educational institutions "cradle to grave"	**Michelle del Valle**		**on-going**															
a. Develop Inventory of Learning Opportunities																		
b. Engage Learning Community in Brainstorming																		
c. Communicate/Market Learning Opportunities																		
d. Work with WPHF to create mobile learning/health/play opportunities																		
Financial Stewardship																		
Tax Base Diversification	**Dori Stone**																	
a. See review of comp plan																		
b. Create Fairbanks Mainstreet brand																		
c. Others???																		
Pension Reform	**Michelle del Valle**																	
a. Conduct Shade Meeting for Commission to provide updated State ruling			Sep-12															
b. Obtain costs estimates from actuary																		
c. Review with Pension Board Members/Negotiate with Union																		
d. Implement in 2014 Budget																		
Adoption of realistic, actionable CIP	**Wes Hamil**		Sep-12															
Develop a parking plan for downtown	**Troy Attaway**																	
a. Develop Scope and engage extension of staff		$xx	Sep-12															
b. Conduct Study																		
Continue Electric Undergrounding Program	**Jerry Warren**																	
a. Develop Undergrounding Methodology																		
b. Rank and Organize Projects based on Methodology			Aug															
c. Complete other policy discussions																		
d. Design and Construct projects																		
Continue to implement economic development plan and review	**Dori Stone**																	
a. Economic Development Annual Report			Complete															
b. Presentation of Annual Report to Commission																		
c. Implementation of goals identified in report																		
Organizational Development/Innovation																		
Review and update Comprehensive Plan and docs as appropriate	**Jeff Briggs**																	
a. Comp Plan - Administrative Review (in-house)																		
b. Comp Plan - Economic Development Review (contractor)		$xx																
Develop master plan for the city	**Randy Knight**																	
a. Define scope with Commission																		
b. TBD																		
Assessment of potential efficiencies "rightsizing" of City	**Randy Knight**																	
a. Resources Team			on-going															
b. Evaluate outsourcing cemetery maintenance			Complete															
c. Staff Reorganization																		
d. Evaluate city owned property utilization																		
e. Evaluate 2 - 4 functions per year for process improvement																		

city commission agenda item

item type	Action Item Requiring Discussion	meeting date	August 27, 2012
prepared by department division	John Holland Parks and Recreation Administration	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	Parks and Recreation Advisory Board	■ yes ☐ no ☐ N|A	final vote

subject

Award of IFB-9-2012 to Sandstone Builders, Inc. to construct the Fleet Peeples Park Restroom Project and provide directive for funding.

motion | recommendation

Commission approval to award construction contract to Sandstone Builders, Inc., provide directive on additional funding needed for Fleet Peeples Park Restroom Project budget shortfall and approve PR 150030 to Sandstone Builders, Inc.

background

The City opened six (6) bids for the construction of the Fleet Peeples Park Restroom Facility on Tuesday, August 7th, 2012. The bids ranged from $144,998.00 to $192,590.00. The staff recommendation is to award the project to the lowest bid, Sandstone Builders, Inc., at $144,980.00.

The current budgeted total for the project is $125,000. This funding was provided through a $40,000 fundraising donation from the Friends of Fleet Peeples Park and city budgeted funding of $85,000 for a total of $125,000. This is a shortfall of $20,000 to cover the construction bid for the restrooms.

It is the desire of the Parks and Recreation Department and the Friends of Fleet Peeples Park to find additional funding for the project and continue forward with the long awaited restroom project.

Additional funding proposals to provide the $20,000 shortfall are listed below.

alternatives | other considerations

There are several options being presented to provide the additional needed funding for the continuation of the restroom project.

1. Additional $20,000.00 funding could be provided from the City Contingency Fund (current balance $200,500)

2. Temporarily postpone the award of the construction contract and request the Friends of Fleet Peeples Park engage in a fundraising campaign for the additional $20,000.00.
3. Fund the additional $20,000.00 from the Parks and Recreation Department 2012 Budget Capital Projects – reallocate the $22,000.00 General Maintenance Funds for resurfacing parking lots at Phelps, Cady Way and Community playgrounds. Postpone parking lot resurfacing for one year.

In addition to the cost of the proposed restroom contract, there is the need to provide a lift station for the restroom facility. Although the new cost of a lift station has been estimated at $27,000, various city departments have offered spare, used and rebuilt equipment and in-kind labor to provide the installation for fraction of the cost for a new one. We are prepared to cover any incidental costs of the lift station from the same General Maintenance Funds.

fiscal impact

The current budget balance for the restroom construction is $125,000. An additional $20,000 will be needed to supplement the current budget to fund the lowest bid ($144,998.00) for construction of the restrooms.

The lift station costs will be covered by using in-kind city crews for installation, a used surplus lift station vault and rebuilt pumping equipment.

long-term impact

The new restroom facility will replace a 40 year old facility and is strategically placed to accommodate both the on-leash, off-leash areas of the park, the newly planned KaBoom playground, as well as the trail users and boat launching facility.

strategic objective

Quality facilities & infrastructure

Restroom Construction Costs

The City of Winter Park has adopted an architectural style for its public restrooms that has been developed and constructed in 4 city parks to date.

This style of restroom facility currently exists in Mead Garden, Phelps Park, Dinky Dock Park and Cady Way Park. Fleet Peeples Park will be the 5th restroom building constructed using this design.

Over the years and with each newly constructed facility, the design and finishes for the building have been modified to correct or improve the performance, maintenance, life expectancy and sustainability of the structure. This would naturally affect the cost of the construction, as would the economy and cost of building materials. Listed below is a cost history of the last 2 restrooms constructed in the last 5 years and the proposed Fleet Peeples Park facility.

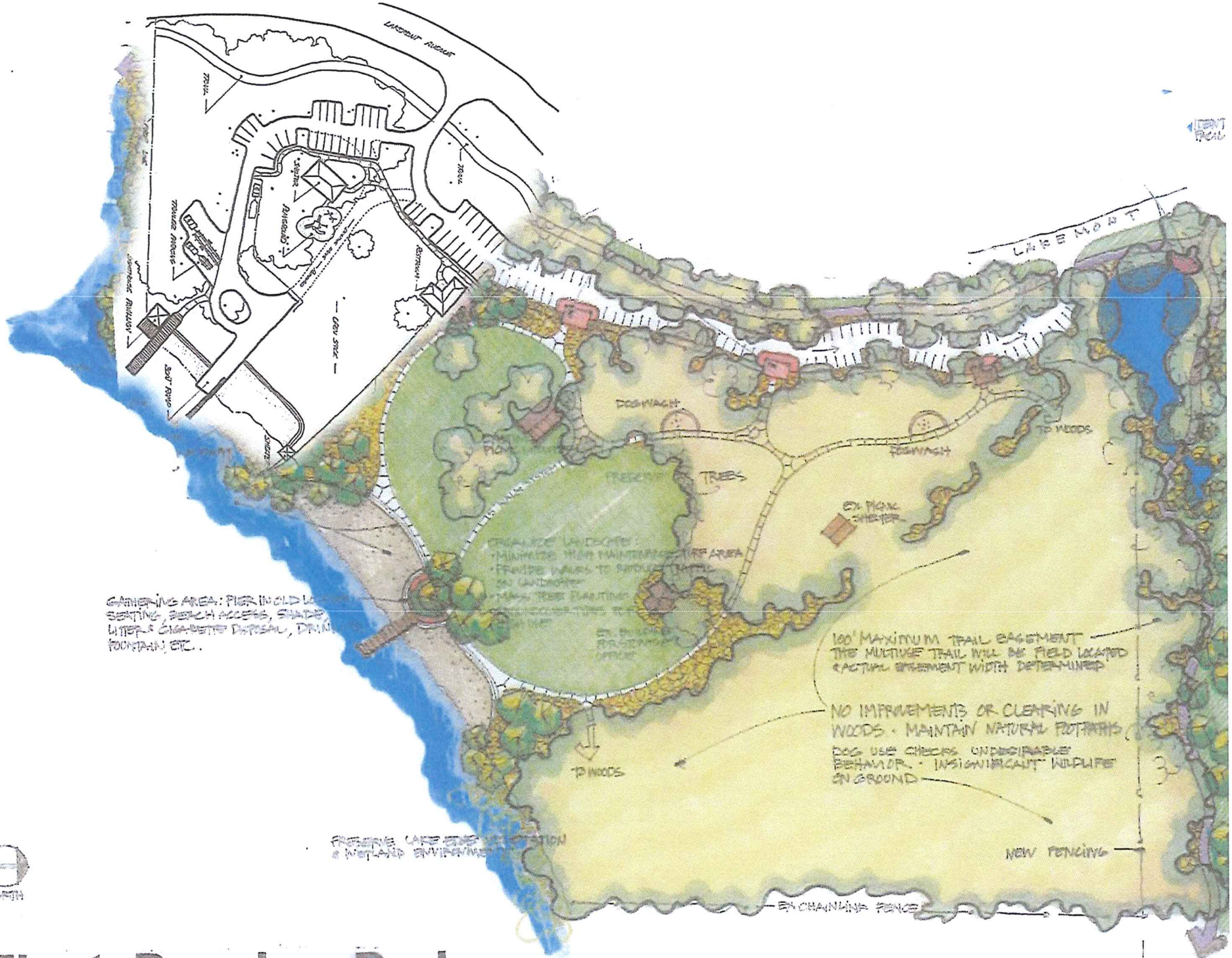
Howell Branch Preserve Park Restroom (2007) $113,000; $126.12 /SF

Cady Way Restroom (2009) $98,175; $109.57 /SF

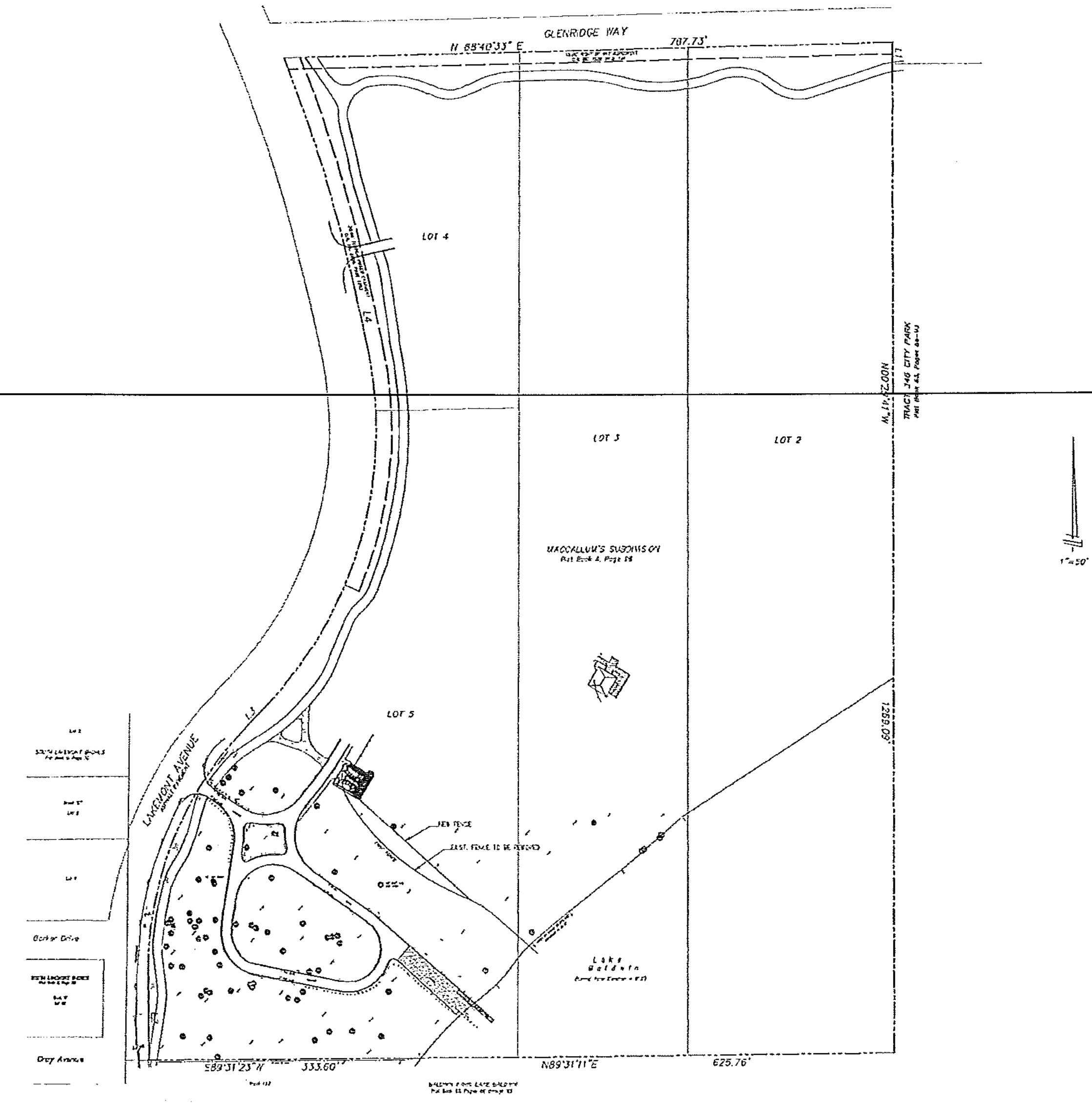
Fleet Peeples Restroom (2012) $144,998; $125.54 /SF

The design of the structure for Fleet Peeples Park includes a modification of the roof structure in the rear of the building to accommodate a wider overhang for a dog washing area.

IFB-9-2012 Fleet Peeples Park Restroom Project	Lump Sum	Percent difference from lowest bid	Claimed local pref.
Sandstone Builders Inc.	$144,998.00		
Leading Edge Builders LLC	$146,440.00	0.99%	
Pillar Const. Group, LLC	$154,000.00	6.02%	
Gomez Construction	$155,700.00	7.12%	✓
Terra Firma Const. Mgmt. Inc.	$189,000.00	26.35%	
The Watauga Co.	$192,590.00	28.20%	



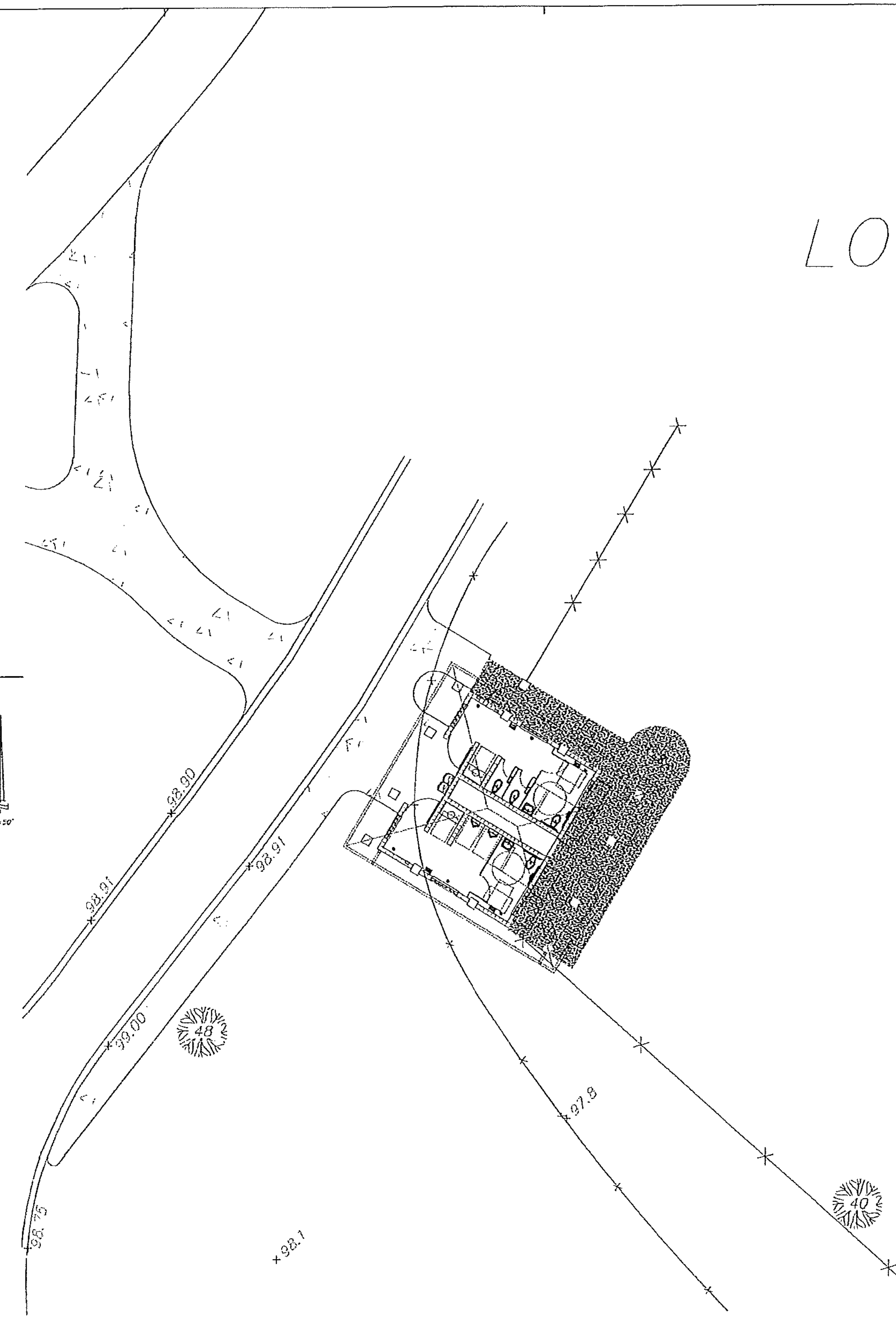
Fleet Peeples Park



THIS SHEET IS FOR INFORMATION PURPOSES ONLY. SEE SITE PLANS BY OTHERS FOR ALL SITE WORK AND BUILDING PAD PREPARATION. | REFER TO SITE DRAWINGS. DO NOT SCALE FROM THIS SHEET.

1 REFERENCE SITE PLAN

RESTROOM FACILITY SCALE: 1" = 100'



NOTE:

1. THIS SHEET IS FOR INFORMATION PURPOSES ONLY. CITY WILL COORDINATE ALL SITE WORK, FINISH FLOOR ELEVATION, WALKWAYS, GRADING, UTILITIES TO BUILDING, LANDSCAPING AND IRRIGATION.
2. DO NOT SCALE FROM SITE PLAN.

THIS SHEET IS FOR INFORMATION PURPOSES ONLY. SEE SITE PLANS BY OTHERS FOR ALL SITE WORK AND BUILDING PAD PREPARATION. | REFER TO SITE DRAWINGS. DO NOT SCALE FROM THIS SHEET.

2 LARGE SCALE SITE PLAN

RESTROOM FACILITY SCALE: 1" = 10'

architect information

KŌSUTA

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suite 150 | 861 west morse blvd.
winter park, florida 32789
License no. AAC002189

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info@kosuta.com

consultant information

signature.date.seal

craig j. kosuta AR0013332

23-May-12

project

FLEET PEOPLES PARK

RESTROOM

2000 SOUTH LAKEMONT AVENUE
WINTER PARK, FLORIDA 32789

plan issued for

issue no.:	appr. by:	date:	description of plan issue
1	CJK	04.10.12	CHECK SET TO WINTER PARK

plan revision for

rev. no.:	appr. by:	date:	description of revision

sheet data

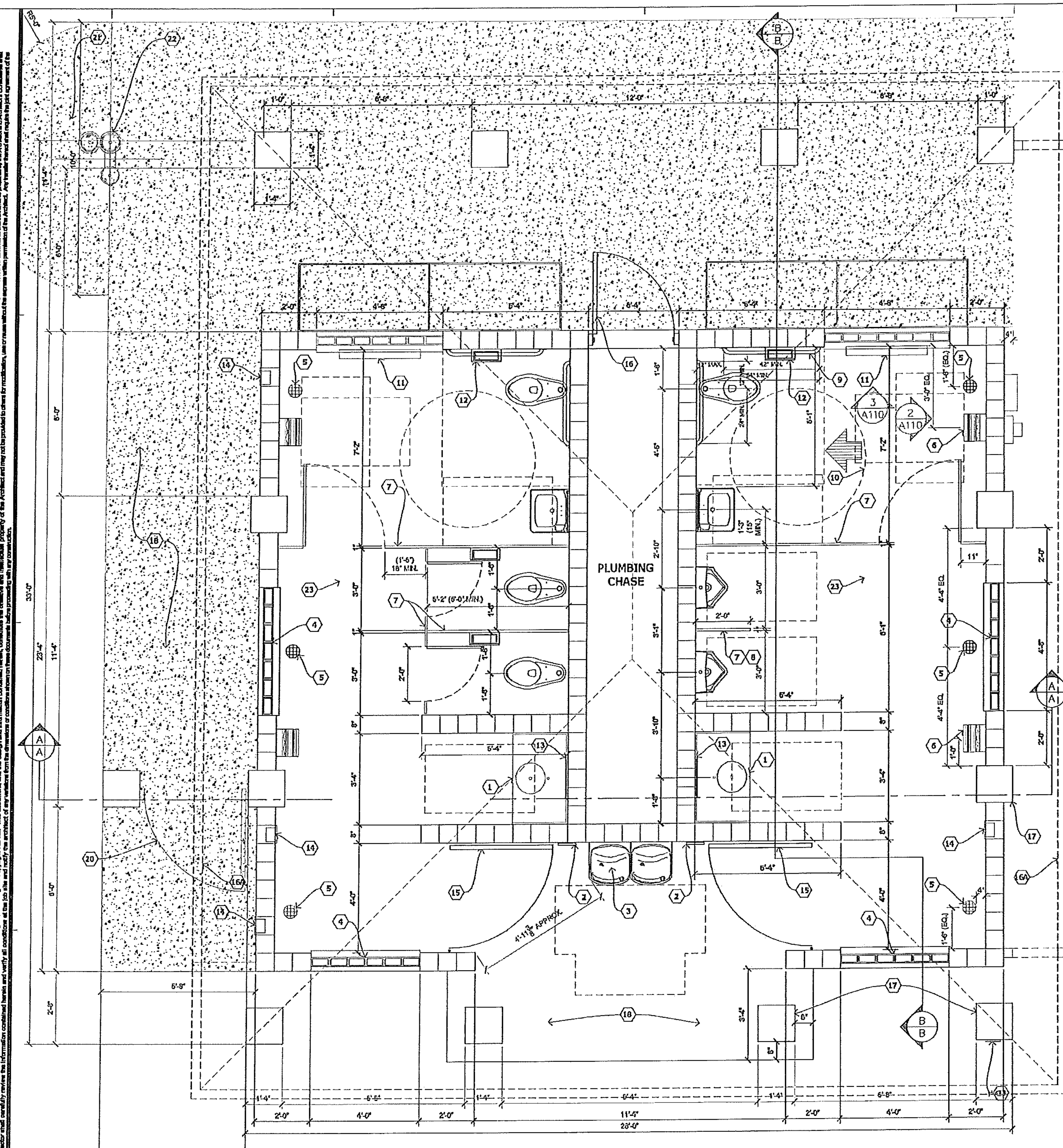
project no.: 12.108
drawn by: RS
checked by: CJK
approved by: CJK

sheet contents

ARCHITECTURAL SITE PLAN
AND SITE DEMOLITION NOTES

sheet designation

AS100



PROPOSED FLOOR PLAN
REST ROOM FACILITY Scale: ½" = 1'-0"

GENERAL NOTES

GENERAL

A. THE 2012 FLORIDA ACCESSIBILITY CODE AND ADA SHALL BE MADE PART OF THESE DOCUMENTS AND CONTRACTOR SHALL VERIFY ALL INSTALLATION OF FIXTURES, ACCESSORIES AND CLEARANCES WITH SAID DOCUMENT.

B. FIELD VERIFY LOCATION AND LAYOUT ALL TOILET FIXTURES, ACCESSORIES AND PARTITIONS SO THAT ALL ACCESSIBILITY REQUIREMENTS ARE MET.

C. PROVIDE A PLASTIC ENGRAVED SIGN WITH MIN. LETTERS CONTRASTING TO BACKGROUND PER ACCESSIBILITY CODE THAT STATES: "DO NOT SIT ON COUNTER" AT EACH OF THE LAVATORY COUNTER AND BABY CHANGE STATION LOCATIONS. LOCATE PER DIRECTION OF THE CITY OF WINTER PARK.

D. SEE APPROVED MATERIAL LIST THIS SET OF PLANS AND VERIFY WITH CITY OF WINTER PARK FOR ALL MATERIAL, FIXTURES AND ACCESSORIES THAT ARE MANDATORY TO USE. VERIFY ALL ITEMS AND COORDINATE WITH THIS LIST PRIOR TO ORDERING MATERIAL OR ITEM.

E. UNLESS NOTED OTHERWISE OPPOSITE SIDE DIMENSIONS FOR ACCESSORIES AND DRAINS ARE SAME AS THAT NOTED. VERIFY ALL LOCATIONS AND DIMENSIONS.

KEYED NOTES

1. STAINLESS STEEL LAVATORY COUNTER WITH INTEGRAL SINK (ROUND OR SQUARE VERIFY WITH CITY OF WINTER PARK). PROVIDE SHOP DRAWINGS TO CITY OF WINTER PARK FOR APPROVAL. LAVATORY COUNTER SHALL HAVE MIN. 4" BACKSPLASH ON ALL THREE SIDES. SINK COUNTER SHALL SUPPORT 250 POUNDS MINIMUM. SEE BLDG. SECTIONS FOR MOUNTING HEIGHTS. COORDINATE HOLE(S) OPENINGS WITH FAUCET SPECIFIED.

2. PROVIDE SIGN FOR MEN'S AND WOMEN'S TOILETS THAT MEETS THE 2012 FLORIDA FLORIDA ACCESSIBILITY CODE FOR COMPONENTS, LETTER SIZE, CONTRASTING COLOR LETTERS TO BACKGROUND AND MOUNTING HEIGHT S/S 703.4.1 48" AFF TO BASELINE OF LOWEST TACTILE CHARACTER AND 60" AFF TO BASELINE OF HIGHEST TACTILE CHARACTER.

3. HI-LOW DRINKING FOUNTAIN PER 2012 FLORIDA ACCESSIBILITY CODE.

4. GLASS BLOCK FULL WINDOW (SEE ELEVATIONS). STYLE TO MATCH HOWELL BRANCH PRESERVE PARK RESTROOM 1205 HOWELL BRANCH ROAD WINTER PARK, FL. CONTRACTOR TO PROVIDE SAMPLES FOR SELECTION BY CITY OF WINTER PARK.

5. 6" DRAIN IN FLOOR APPROXIMATELY 4" FROM EXTERIOR WALL TO DRAIN HOUSING. PROVIDE TRAP PRIMER FROM NEAREST SOURCE.

6. ELECTRIC HAND DRYER, SEE APPROVED MATERIAL LIST. MOUNT AT HEIGHT PER 2012 FLORIDA ACCESSIBILITY CODE.

7. FLOOR MOUNTED TOILET STALL PARTITIONS OF SOLID POLYMER RESIN. STALL PARTITIONS AND DOORS TO BE 1" THICKNESS WITH PILASTERS TO BE 1" THICKNESS. IF PARTITION THICKNESS VARIES FROM THESE MEASUREMENTS, ADJUST DIMENSIONS FOR FIXTURE LOCATIONS ACCORDINGLY. SUBMIT COLOR SAMPLE TO OWNER FOR APPROVAL. PARTITIONS SHALL HAVE STAINLESS ST. HARDWARE AND BE SOLID POLYMER RESIN WITH TOP AND BOTTOM MOUNTING. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION. SEE APPROVED MATERIAL LIST.

8. FLOOR MOUNTED URINAL PARTITION. SEE TOILET STALL PARTITION NOTE FOR REQUIREMENTS.

9. STAINLESS STEEL GRAB BAR PER 2012 FLORIDA ACCESSIBILITY CODE. CONTRACTOR MAY USE "L" SHAPE THAT MEETS THE MINIMUM DIMENSIONAL REQUIREMENTS.

10. FULL TURNING RADIUS IS PROVIDED OUTSIDE THE LIMITS OF "TOILET STALL" DIMENSIONS FOR TOILET IN A STALL SO STRAIGHT IN APPROACH CLEARANCES FOR TOILET ROOM IS BEING USED.

11. BABY CHANGE STATION. MOUNTED BELOW HIGHER WINDOW AT ADA HEIGHT. CENTER ON WINDOW ABOVE.

12. TOILET PAPER DISPENSER.

13. MIRROR OVER LAVATORY.

14. RECESSED LOCK BOX HOSE BIB UNIT WITH FLUSH MOUNT PLATE COVER.

15. WROUGHT IRON GATE. OWNER WILL COORDINATE GRILLE DESIGN WITH FABRICATOR AS SELECTED BY THE CONTRACTOR

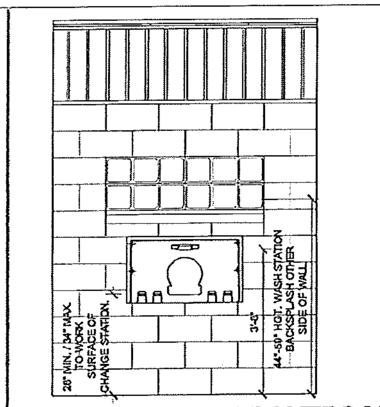
16. 3'-0" X 6'-8" X 1¾ X 16GA HOLLOW METAL DOOR WITH 14 GA FRAME (WELDED CORNERS) GROUT FRAME SOLID. PROVIDE THRESHOLD, LOCKSET AND DEADBOLT USE SCHLAGE HARDWARE FOR THIS DOOR. VERIFY HARDWARE MANUFACTURER WITH CITY OF WINTER PARK. THIS DOOR IS TO UTILITY CHASE AND IS NOT PUBLIC ACCESS AND IS LOCKED AT ALL TIMES. PROVIDE TEXTURED WARNING HANDLE ON EXTERIOR OF DOOR.

6A. ROOF LINE.

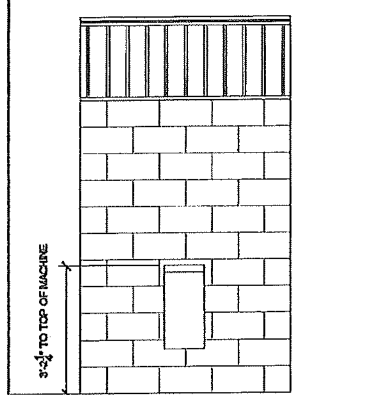
17. 16" X 16" COLUMN WHERE SHOWN.

18. SEE SITE PLAN FOR SHAPE AND EXACT LOCATION OF OTHER CONNECTING SIDEWALKS TO WRAP AROUND WALKWAY, ENTRY LANDING AND SITE WORK. ALL CONCRETE WALKS AND PATIO AREAS ARE TO BE 6" THICK WITH TURNED DOWN EDGE AND 3000 PSI FIBER REINFORCED CONCRETE. BROOM FINISH TO MEET EXTERIOR ADA NON-SLIP FINISH REQUIREMENTS AND 2012 FLORIDA ACCESSIBILITY CODE. SIDE SLOPE AWAY FROM BUILDING MAY NOT EXCEED 1:48 SLOPE.

19. DOG WASH STATION BY CITY OF WINTER PARK. CONTRACTOR TO PROVIDE AND COORDINATE WATER SUPPLY, FAUCET AND SANITARY DRAIN WITH CITY OF WINTER PARK.



3 WALL ELEVATION
BABY CHANGE Scale: ½" = 1'-0"



2 WALL ELEVATION
HAND DRYER (TYP.) Scale: ½" = 1'-0"

KEYED NOTES CONTINUED

20. WROUGHT IRON GATE WITH SELF CLOSING HINGES, ACCESSIBLE LATCH AND ABLE TO BE LOCKED WITH PADLOCK. DESIGN TO MATCH GATES TO RESTROOM ENTRY IN STYLE AND DESIGN. PROVIDE BLACK VINYL COATED CHAIN LINK BACKING IF REQUIRED BY CITY, VERIFY WITH CITY.

21. 5'-0" RADIUS SIDEWALK AROUND DOG/PERSON WATER FOUNTAIN (FULL AREA OF SIDEWALK NOT SHOWN). PROVIDE THICKENED SLAB UNDER FOUNTAIN PER SPECIFICATIONS OF FOUNTAIN USED FOR MOUNTING BOLTS.

22. DOG/PERSON WATER FOUNTAIN.

23. RESTROOM FLOOR DECKING MATERIAL SHALL BE BEHR PREMIUM 901 SILVER GRAY, 1 PART EPOXY CONCRETE FLOOR PAINT WITH SEAL-KRETE EPOXY FLAKES (VERIFY COLOR WITH OWNER). FLOOR MUST BE SEALED FIRST WITH SEAL-KRETE CONCRETE FLOOR SEALER

23. WOOD CONSTRUCTION FIRE SIGN

architect information

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consultant information

signature.date.seal

craig j. kosuta AR0013332

23-May-12

project

FLEET PEOPLES PARK

RESTROOM

2000 SOUTH LAKEMONT AVENUE
WINTER PARK, FLORIDA 32789

plan issued for

issue no.:	appr. by:	date:	description of plan issue
1	CJK	04.10.12	CHECK SET TO WINTER PARK

plan revision for

rev. no.:	appr. by:	date:	description of revision
△			
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△			
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sheet data

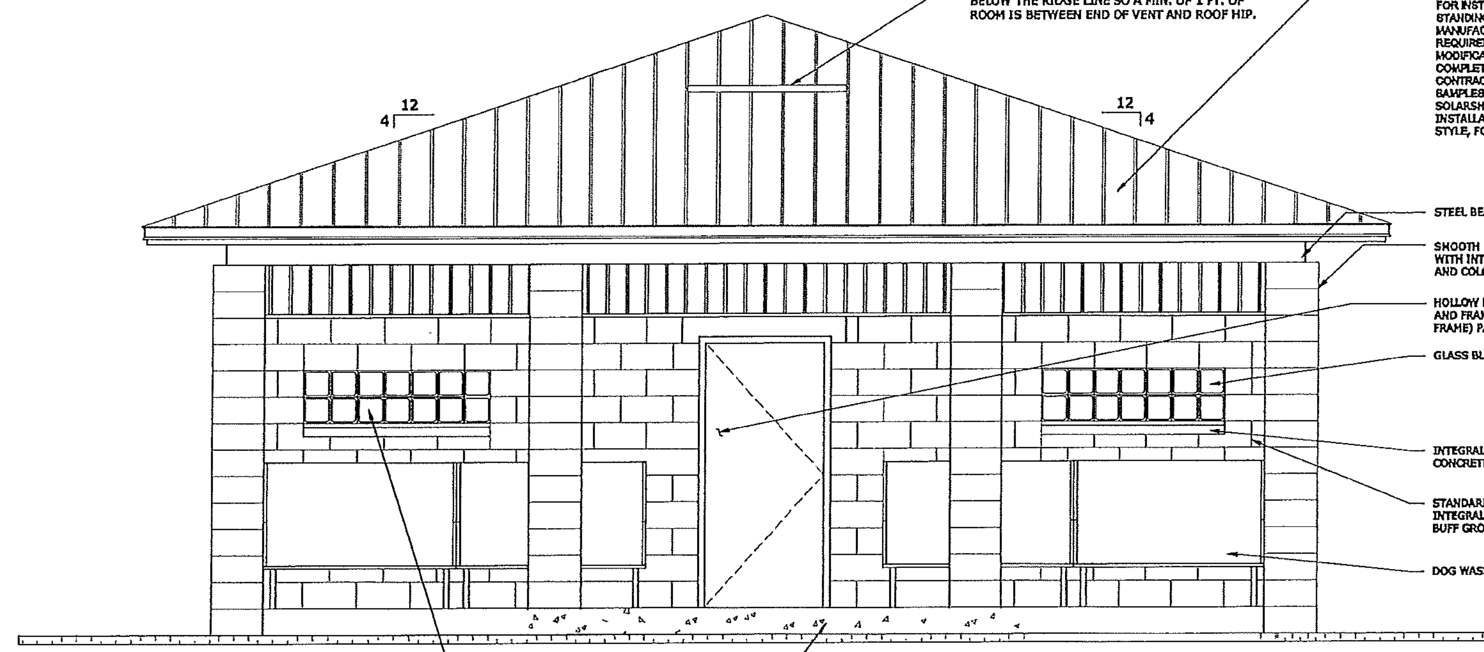
project no.: 12.108
drawn by: RS
checked by: CJK
approved by: CJK

sheet contents

FLOOR PLAN AND NOTES

sheet designation

A110


PROVIDE 4 FT. ROOF VENT THIS SIDE OF ROOF BELOW THE RIDGE LINE SO A MIN. OF 1 FT. OF ROOM IS BETWEEN END OF VENT AND ROOF HIP.
12
4
STANDING SEAM METAL ROOF. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF INSULATED STANDING SEAM METAL ROOF PER MANUFACTURER INSTALLATION REQUIREMENTS AND ALL MODIFICATIONS TO ROOF FOR A COMPLETE INSTALLATION. CONTRACTOR SHALL SUBMIT COLOR SAMPLES TO OWNER FOR APPROVAL. SOLARSHEILD METAL ROOFING INSTALLATION SYSTEM, THE CLASSIC STYLE, FOREST GREEN
STEEL BEAM (PAINTED)
SMOOTH BLOCK COLUMN WITH INTEGRAL COLOR AND COLORED GROUT
HOLLOW METAL DOOR AND FRAME (GROUT FILL FRAME) PAINTED
GLASS BLOCK WINDOWS
INTEGRAL COLOR 4" CONCRETE SILL
STANDARD CMU BLOCK WITH INTEGRAL BUFF COLOR AND BUFF GROUT
DOG WASH STATION.
MATCH GLASS BLOCK STYLE OF THAT IN MEAD GARDEN RESTROOM FACILITY (8x8x4).
SEE SITE PLAN BY OTHERS FOR WALKS AND/OR RAMPS TO LANDING PER CHAPTER 11 OF THE 2004 FBC.

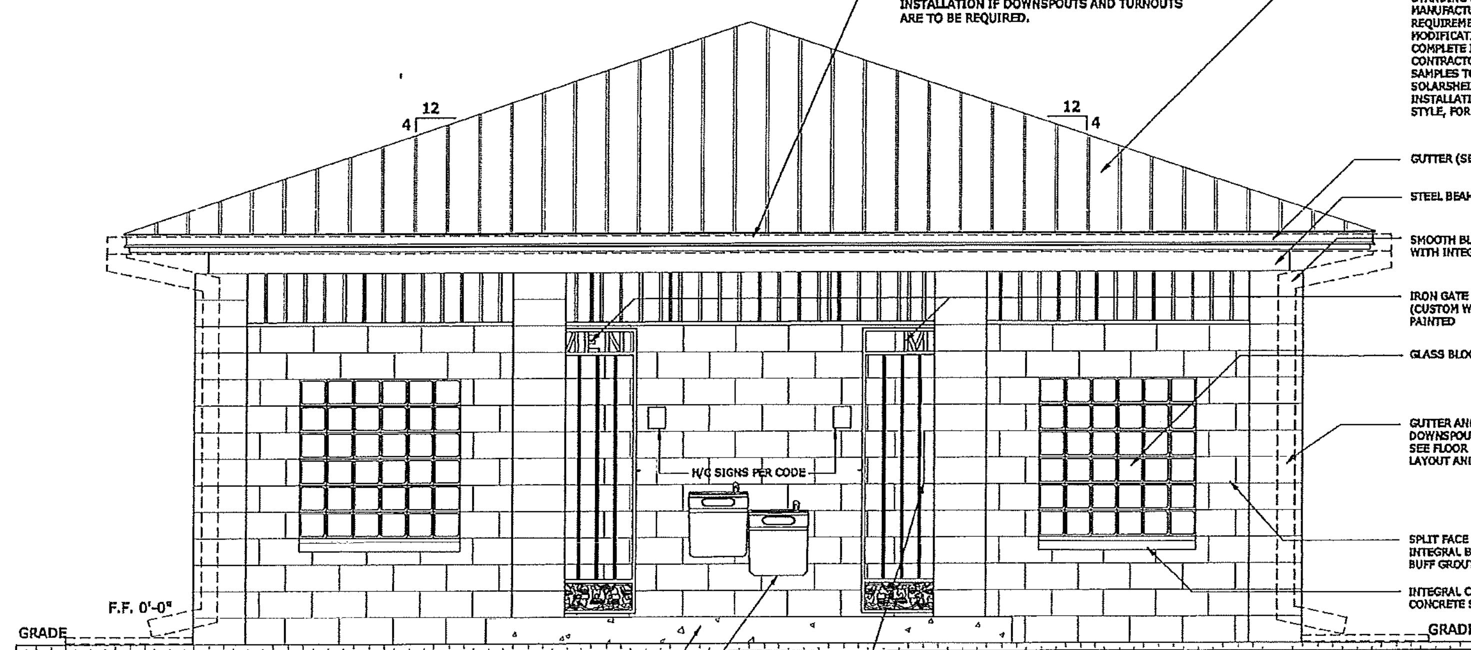
NOTE:

ALL EXTERIOR BLOCK SURFACES ARE TO BE CLEAR SEALED WITH MASONRY PENETRATING SEALER. ALL INTERIOR BLOCK SURFACES THAT ARE NOT SPLIT FACE ARE TO BE SEALED AND PAINTED. PROVIDE COLOR SAMPLES FOR SELECTION BY OWNER. COLUMNS SHALL BE PAINTED AT OPTION OF OWNER IF INTEGRAL COLOR IS NOT USED.

NOTE: GLASS BLOCK FRAME IS TO BE FASTENED TO MASONRY WITH APPROPRIATE TAPCON (OR EQUAL) SCREWS WITH MIN. 1 1/4" MIN. PENETRATION INTO MASONRY AT 12" O.C. FOR PERIMETER OF FRAME. IF P.T. WOOD BUCKS ARE USED THE FRAME MAY BE SCREWED INTO 1-1/2" WD. BUT MUST PENETRATE INTO MASONRY MIN. OF 1 1/4" IF 3/4" WD. IS USED. FASTEN BUCKS TO MASONRY IF USED SIMILARLY TO FRAME FASTENING ABOVE. FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION FOR GLASS BLOCK AND FRAME.

2 REAR ELEVATION

REST ROOM FACILITY Scale: ½" = 1'-0"


PROVED FULL RUN GUTTER ALONG FRONT DRIP EDGE ONLY TO MATCH ROOF COLOR WITH OPEN ENDS. VERIFY WITH OWNER PRIOR TO INSTALLATION IF DOWNSPOUTS AND TURNOUTS ARE TO BE REQUIRED.
12
4
STANDING SEAM METAL ROOF. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF INSULATED STANDING SEAM METAL ROOF PER MANUFACTURER INSTALLATION REQUIREMENTS AND ALL MODIFICATIONS TO ROOF FOR A COMPLETE INSTALLATION. CONTRACTOR SHALL SUBMIT COLOR SAMPLES TO OWNER FOR APPROVAL. SOLARSHEILD METAL ROOFING INSTALLATION SYSTEM, THE CLASSIC STYLE, FOREST GREEN
GUTTER (SEE ROOF PLAN)
STEEL BEAM (PAINTED)
SMOOTH BLOCK COLUMN WITH INTEGRAL COLOR
IRON GATE AND FRAME (CUSTOM WELDED DESIGN) PAINTED
GLASS BLOCK WINDOWS
GUTTER AND DOWNSPOUT SYSTEM SEE FLOOR PLAN FOR LAYOUT AND NOTES.
SPLIT FACE BLOCK WITH INTEGRAL BUFF COLOR AND BUFF GROUT
INTEGRAL COLOR 4" CONCRETE SILL
H/C SIGNS PER CODE
F.F. 0'-0"
GRADE
GRADE
SEE SITE PLAN BY OTHERS FOR WALKS AND/OR RAMPS TO LANDING PER CHAPTER 11 OF THE 2004 FBC.
ADA COMPLIANT HIGH LOW DRINKING FOUNTAIN INSTALLED PER MANU. SPECS
CABINET SEE ADA DETAIL SHEET FOR MOUNTING HEIGHTS.

1 FRONT ELEVATION

REST ROOM FACILITY Scale: ½" = 1'-0"

architect information

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consultant information

signature.date.seal

craig j. kosuta AR0013332

23-May-12

project

FLEET PEOPLES PARK

RESTROOM

2000 SOUTH LAKEMONT AVENUE
WINTER PARK, FLORIDA 32789

plan issued for

issue no.:	appr. by:	date:	description of plan issue
1	CJK	04.10.12	CHECK SET TO WINTER PARK

plan revision for

rev. no.:	appr. by:	date:	description of revision
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△			
△			

sheet data

project no.: 12.108
drawn by: RS
checked by: CJK
approved by: CJK

sheet contents

EXTERIOR ELEVATIONS, FRONT & REAR

sheet designation

A130

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	Planning and Zoning Board	☐ yes ☐ no ☐ N|A	final vote

Subject: Request from Heartwood 20 LLC for Comp. Plan and Zoning Code text amendments for additional residential density for 444 W. New England Avenue.

Heartwood 20 LLC is the new owner of the existing three story, brick building at 444 W. New England Avenue, zoned C-2. That building has retail/office space on the first floor, a vacant and unfinished second floor and a third floor comprised of 17 apartments. The new owners that have acquired this building after foreclosure, wish to finish out the vacant second floor with new apartments. Due to the residential density limit of 17 units per acre in the Comp. Plan and Zoning Code, these ordinances are needed to amend those codes to allow for this conversion of the second floor to residential units.

Recommendation:

The Planning and Zoning Board voted unanimously (7-0) for approval of both the Comp. Plan and Zoning Code ordinances with the condition that the additional density for the 444 W. New England building is capped at 48 units per acre which permits the second floor to have the exact same number of apartments (17) as exist on the third floor and that the residential units may not be on the first floor.

There was a companion request heard by P&Z for the property at 362 S. Pennsylvania Avenue. Due to concerns about first floor apartments in that building, that portion of the request was withdrawn by the applicant.

Summary:

The City's Comprehensive Plan FLU designation for this property is Central Business District (CBD) that corresponds to their C-2 zoning. Those designations now allow up to 17 units per acre per the 2009 Comprehensive Plan. When these buildings were constructed in 2007 the Comprehensive Plan and C-2 Zoning district did not have a density limitation. The density of this 444 W. New England Avenue property with the 17 existing apartments now is 25.4 units per acre.

The property owners are asking for Comprehensive Plan and Zoning text amendments to increase the maximum residential density for and limited only to, this one property up to 48 units per acre. They are requesting this in recognition that the current economy will support residential apartments versus retail/office space for a second floor build-out.

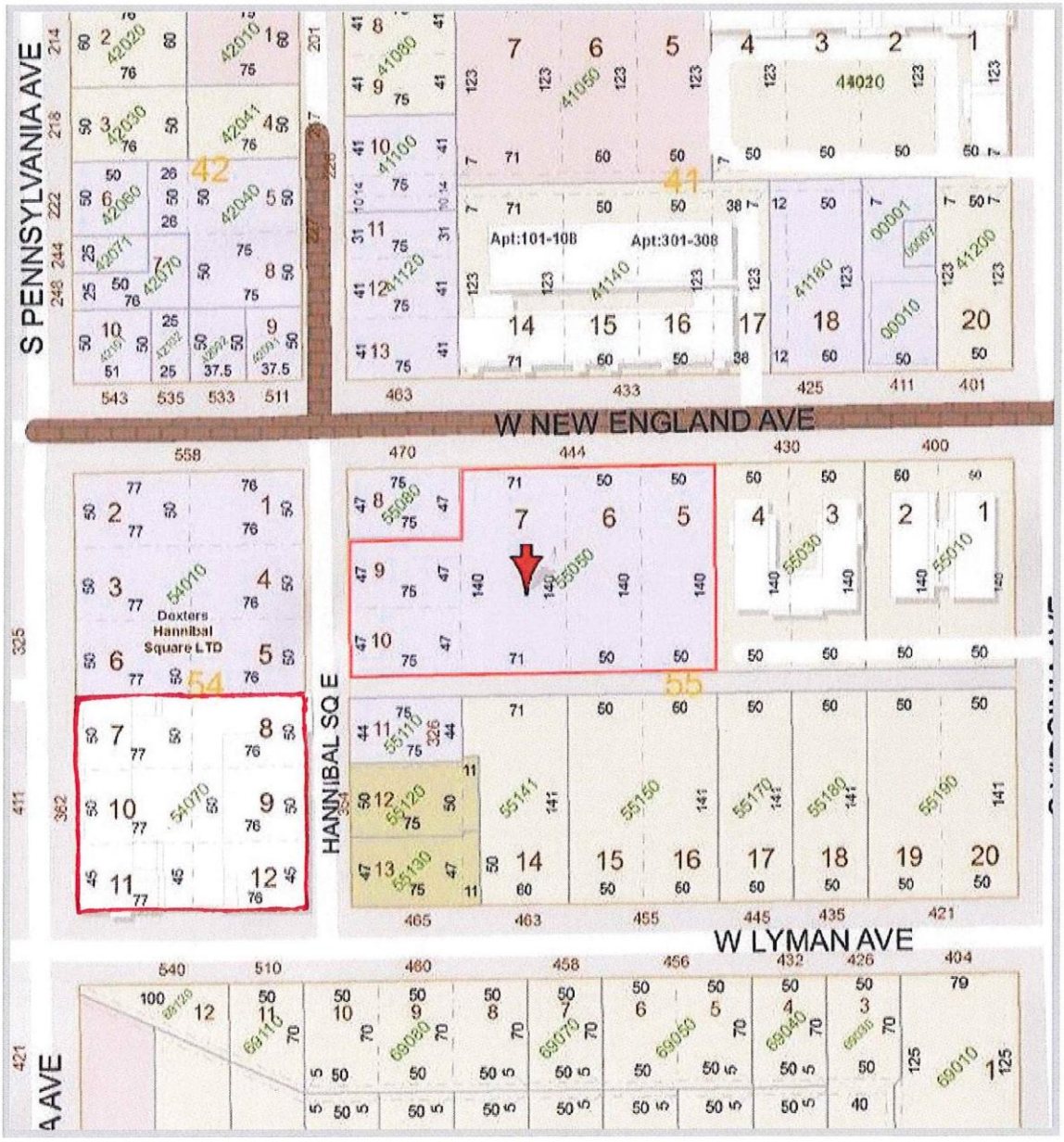
The economy of the Hannibal Square commercial district for retail and office leasing has been very difficult since 2008. There is much vacant and available retail and office space in this area. The second floor of the 444 W. New England building originally presumed to be office or hotel space has never been leased or finished out from its "shell" condition. Meanwhile, apartment rentals within these buildings and in this commercial neighborhood have been very strong. So in order to assist the owners to lease out this building, the planning staff supports the density increase to the 48 units per acre so that the existing floor second space in the 444 W. New England building can be converted to apartments. This is a site specific approval that only applies to this one property and only to the existing building floor space.

Directly across the street is the 433 W. New England Avenue building which is also a three story building with apartments on the second and third floors. There are 32 apartments on that property with a residential density of 51 units per acre. So this change will allow essentially the same conditions that already exist directly across the street.

The traffic generation and parking requirements are lower for apartments than for office or retail space. This is an existing building and no new floor space is being added or permitted by this action. Also no conversion of the first floor space from retail or office is permitted by this code change. The change is just to provide more leasing flexibility on the second floor.

OCPA Web MAP

PRINT CONTACT



Parcel ID: 302205940055050 (Rng-Twn-Sec format)

This map is for reference only and is not a survey.

0 50 ft

Created on 7/16/2012, Copyright 2007. Orange County Property Appraiser.

302205940055050 10/23/2009

444 W. New England Avenue

Apts. on 3rd Floor (17 apts.)

Vacant unfinished 2nd Floor

Retail/Office space on 1st Floor

Heartwood 20, LLC

July 9, 2012

Frank W. Herring, Jr.
The Herring Group
200 East New England Avenue
Suite 350
Winter Park, FL 32789

Re: Application for Amendment to Comprehensive Plan (small scale) for 444 West New England Avenue and 362 South Pennsylvania Avenue

Dear Mr. Herring,

Please accept this letter as authorization for you, Frank Herring, Jr. President of The Herring Group, to submit the transmittal letter and application to Jeff Briggs, Planning Director for the City of Winter Park on behalf of Heartwood 20, LLC.

If you have any additional questions please do not hesitate to contact me at (954) 940-4941.

Sincerely,

Bruce J. Parker
Vice President

Jeff Briggs
Planning Director
City of Winter Park,
401 Park Avenue South
Winter Park, FL 32789

Re: Application for Amendment to Comprehensive Plan (small scale) for 444 West New England Avenue and 362 South Pennsylvania Avenue

Dear Jeff:

Pursuant to our recent discussions regarding certain changes to the uses at 444 West New England and 362 Pennsylvania in Winter Park I am writing to transmit an Application for Comprehensive Plan Amendment (the completed application is attached). Our requested changes are described below:

444 West New England- The property currently provides a mix of retail and general office uses on the first floor, the second floor is unoccupied "shell office space" and the third floor contains 17 multi family units and laundry room, storage rooms and other common areas. The owner wishes to amend the comprehensive plan in such a way that allows the second floor office space to be converted to multi family units. The second floor multi family units will be substantially similar to the existing units on the third floor with regards to average size, finishes, quality, unit mix, etc. We estimate the second floor space will allow for between 16 and 20 new units depending on the outcome of our final design plans. Therefore, we are seeking an amendment that will allow us to add up to 20 new multi family units to the property. There is ample parking in the existing parking garage serving the property to meet the parking code for this proposed use.

362 South Pennsylvania Avenue- The property currently provides 14 multi family units on four levels and 250 parking spaces serving this building and the 444 West New England Building in an attached multi level parking garage. The Property also contains 4,611 SF of usable (net of lobbies and hallways) retail space on the ground floor facing South Pennsylvania Avenue. This space has been vacant since the property was constructed. The owner wishes to amend the comprehensive plan in such a way that allows this space to be converted to multi family units. These new units will be substantially similar in size, finishes, quality and unit mix to the existing multi family units in the building. We estimate the area will allow for between five to seven new multi family units. The final number will be determined when we submit for a building permit. Therefore, we are seeking an amendment that will allow us to add up to seven new multi family units to the existing building. There is ample parking available in the existing parking garage serving this property to meet the parking code for this proposed use.

Attached is a completed and signed application form for each property and authorization letter from Bank Atlantic requesting me to submit this application on their behalf. We

are hopeful of having our application reviewed and acted upon at the upcoming Planning and Zoning Hearings scheduled for August 7, 2012. Please contact me as soon as possible regarding any question or additional information that you need regarding the application.

Sincerely,

Frank W. Herring, Jr.
President
The Herring Group
Suite 350
200 East New England Avenue
Winter Park, FL 32789

--on behalf of—

Bank Atlantic
2100 West Cypress Creek Rd.
Ft. Lauderdale, FL 33309

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" IN THE FUTURE LAND USE ELEMENT SO AS TO ADD A NEW POLICY INCREASING THE RESIDENTIAL DENSITY FOR AND LIMITED TO, THE PROPERTY AT 444 W. NEW ENGLAND; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

WHEREAS, the property at 444 W. New England Avenue was affected by a change to the City's Comprehensive Plan, which reduced density to 17 units/acre; and

WHEREAS, the owner has requested an amendment to the Comprehensive Plan in recognition of the fact that the adoption of the 17 units per acre standard made the parcel non-conforming, as the existing building exceeds that density limit. This amendment will remedy the non-conformity and allow greater flexibility in tenant usage within the existing floor space and eliminate a barrier to future investment; and

WHEREAS, the Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the City Commission desires to amend the Future Land Use Element in order to add a new policy to eliminate a non-conformity and allow greater tenant flexibility within the existing building; and

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on August 7, 2012, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on August 27, 2012 and September 10, 2012 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE

CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is amended to add a new Policy in Planning Area "H", Policy 1-4.1.H.12 in the Future Land Use Element on Page 1-56 of the Goals, Objectives and Policies to read as follows:

> **Policy 1-4.1.H.12: Provide for Additional Residential Density at 444 W. New England Avenue.** Notwithstanding the residential density limits established for the Central Business District future land use category elsewhere within this element, this specific policy shall enable the property at 444 W. New England Avenue, to be used at a maximum residential density of up to 48 units per acre. This density allowance may only be applied to residential use within the existing second floor of the existing building as of the date of adoption of this Policy. Residential units are not permitted on the ground floor of the building located at 444 W. New England Avenue.

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. Effective Date. An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administrative 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 _____, 2012.

_____
Mayor

Attest:

_____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-75 "COMMERCIAL (C-2) DISTRICT" SO AS TO INCREASE THE RESIDENTIAL DENSITY FOR AND LIMITED TO THE PROPERTY AT 444 W. NEW ENGLAND IN CONFORMANCE WITH THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the property at 444 W. New England Avenue was affected by a change to the City's Land Development Code, which reduced the potential density to 17 units per acre; and

WHEREAS, the owner has requested an amendment to the Land Development Code in recognition of the fact that the adoption of the 17 units per acre standard made the parcel non-conforming, as the existing building exceeds that density limit. This amendment will remedy the non-conformity and allow greater flexibility in tenant usage within the existing floor space and eliminate a barrier to future investment; and

WHEREAS, the zoning text amendment is consistent with the Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the City Staff recommends this Ordinance, and the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their August 7, 2012 meeting; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and 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 Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds 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 COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning", Section 58-75 "Commercial (C-2) district", subsection (e) (7) is hereby amended to read as follows:

Sec. 58-75. Commercial (C-2) District.

(e) *Development standards.*

(7) Residential density:

(a) The maximum residential density shall not exceed seventeen (17) units per acre.

(b) Notwithstanding this residential density limit, the property at 444 W. New England Avenue may be used at a maximum residential density of up to 48 units per acre. This density allowance may only be applied to residential use within the existing second floor of the existing building as of the date of adoption of this subsection. Residential units are not permitted on the ground floor of the building located at 444 W. New England Avenue.

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. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

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 _____, 2012.

_____
Mayor

Attest:

_____
City Clerk

CITY OF WINTER PARK
Planning & Zoning Board

Regular Meeting
City Hall, Commission Chambers

August 7, 2012
7:00 p.m.

MINUTES

Chairman Krecicki called the meeting to order at 7:00 p.m. in the Commission Chambers of City Hall. Present: Drew Krecicki, Sarah Whiting, George Livingston, Tom Sacha, Peter Gottfried, Randall Slocum, James Johnston and Robert Hahn, Alternate. Staff: Planning Director Jeffrey Briggs, Planning Technician Caleena Shirley and Recording Secretary Lisa Smith.

Approval of minutes – July 10, 2012

Motion made by Mr. Livingston, seconded by Mr. Sacha to approve the July 10, 2012, meeting minutes. Motion carried unanimously with a 7-0 vote.

Election of Chair and Vice-Chair

Motion made by Mr. Krecicki, seconded by Mr. Livingston nominating Sara Whiting for Chairman. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Krecicki, seconded by Mr. Livingston nominating Randall Slocum for Vice-Chairman. Motion carried unanimously with a 7-0 vote.

Mr. Briggs announced that the Nort Northam and Stacey Thornton annexation requests have been withdrawn from the agenda. He said that at the advice of the City Attorney, the Best Practice rule is to allow the City Commission to make a determination on the annexation prior to zoning. That way it is clear that P&Z has the jurisdiction (once it is annexed) to make a recommendation of the FLU and Zoning. He said that the annexation requests will be heard by the City commission on August 27th and the FLU and Zoning matters will be advertised for the next Planning and Zoning Board meeting on September 11th.

PUBLIC HEARINGS:

REQUEST OF HEARTWOOD 20, LLC FOR: AN ORDINANCE TO AMEND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" IN THE FUTURE LAND USE ELEMENT SO AS TO ADD A NEW POLICY INCREASING THE RESIDENTIAL DENSITY FOR AND LIMITED TO THE PROPERTIES AT 444 W. NEW ENGLAND AVENUE, IN ORDER TO PERMIT THE SECOND FLOOR TO BE USED AS RESIDENTIAL UNITS AND AT 362 S. PENNSYLVANIA AVENUE, IN ORDER TO PERMIT THE GROUND FLOOR TO USED AS RESIDENTIAL UNITS.

REQUEST OF HEARTWOOD 20, LLC FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-75 "COMMERCIAL (C-2) DISTRICT" SO AS TO INCREASE THE RESIDENTIAL DENSITY FOR AND LIMITED TO THE PROPERTIES AT 444 W. NEW ENGLAND AND AT 362 S. PENNSYLVANIA AVENUE IN CONFORMANCE WITH THE COMPREHENSIVE PLAN.

Planning Director Jeffrey Briggs presented the staff report. He said that the owner of 444 W. New England Avenue and 362 S. Pennsylvania Avenue is requesting comprehensive plan and zoning text amendments to increase the residential density within those existing buildings. He provided an overview of the existing conditions of the subject properties. He explained that the existing three-story, brick building at 444 West New England Avenue is located on a property of 30,990 square feet in size. It has retail/office space on the first floor, a vacant and unfinished second floor and a third floor comprised of 17 apartments. Further, the new owners, who have acquired this building after foreclosure wish to finish out the vacant second floor with 16-20 new apartments.

The existing four story building at 362 South Pennsylvania Avenue is located on a property of 22,185 square feet in size. It has vacant retail/office space on the west and south sides of the first floor and 14 apartments on the second, third and fourth floors. The remainder of the building is a six level parking garage. The new owners, who have acquired this building after foreclosure wish to finish out the first floor with 5-7 new apartments.

The City's Comprehensive Plan future land use designation for these two properties is Central Business District (CBD) that corresponds to their C-2 zoning. Those designations now allow up to 17 units per acre per the 2009 Comprehensive Plan. When these buildings were constructed in 2007 the Comprehensive Plan and C-2 Zoning district did not have a density limitation. The density of the 444 W. New England Avenue property is now 25.4 units per acre and the density of the 362 S. Pennsylvania Avenue property is 27.5 units per acre. Thus, these properties are non-conforming with respect to the density limitations of the Comp. Plan and Zoning Code.

He reviewed the comprehensive plan and zoning text change request. He explained that the property owners are asking for a "small scale" (affects less than 80,000 square feet of land) Comprehensive Plan and Zoning text amendment to increase the maximum residential density for and limited only to, these two properties up to 48 units per acre. They are requesting this action: 1) to eliminate and remedy the action that made these buildings a non-conforming use and 2) in recognition that the current economy will support residential apartments versus retail/office space. Mr. Briggs also provided a comprehensive staff analysis of the subject properties.

He said the property owners are asking for Comprehensive Plan and Zoning text amendments to increase the maximum residential density for and limited only to, this one property up to 48 units per acre. They are requesting this in recognition that the current economy will support residential apartments versus retail/office space for a second floor build-out.

Staff concurred that the economy of the Hannibal Square commercial district for retail and office leasing has been very difficult since 2008. There is much vacant and available retail and office space. The second floor of the 444 W. New England building originally presumed to be office or hotel space has never been leased or finished out from its "shell" condition. The first floor of the 362 S. Pennsylvania Avenue building also originally presumed to be retail and office space has largely never been leased. Meanwhile, apartment rentals within these buildings and in this commercial neighborhood have been very strong. So the planning staff also supports the density increase.

Staff recommendation is for approval with the condition that: the additional density for the 444 W. New England building is capped at the 17 units to match the existing third floor and the density of the first floor of the 362 S. Pennsylvania Avenue building is capped at 5 units to match the density of the second and third floors which is

the same unit sizes that currently exist within those buildings. Mr. Briggs responded to Board member questions and concerns.

City Attorney Reichmann clarified that the request actually meets the requirements to be classified as a large scale amendment.

Frank Herring, 1721 Palm Avenue, represented the applicant. He introduced members of the development team to the Board. He provided the board members with the details of the proposed plan. He also expressed concern with the project being classified as a large scale versus small scale amendment. City Attorney Reichmann provided an explanation clarifying the difference between a large scale amendment versus a small scale amendment. He responded to Board member questions and concerns.

Woody Woodall, 328 North Park Avenue, expressed concern with the aesthetics of the project as well as the potential to "creep" over to Park Avenue. He said that he opposes residential units being on the first floor of the 362 building and that they would not be desirable places to live.

No one else wished to speak concerning this issue. Public Hearing closed.

The Board members agreed to discuss each property separately.

Messrs. Slocum and Hahn expressed concern with the proposed residential units on the ground floor of the 362 building. They expressed concern with safety, there being no sense of separation vertically or horizontally with the sidewalk on Pennsylvania and Lyman and the lack of privacy. They expressed concern about the appearance of the façade which would be converted to a solid wall with windows that again would likely have the blind or curtain always drawn closed due to the proximity of the sidewalk. Additional discussion ensued with the Board members about how first floor units are typically designed, the experience in Baldwin Park and elsewhere. Mrs. Whiting said that she is opposed for another reason which is to be consistent with our philosophy as Hannibal Square as an extension of Park Avenue and thus she prefers to see the retail or office remain on the first floor and that she did not support residential on the first floor. Mr. Krecicki agreed with her. Messrs. Johnston and Gottfried expressed that this is not mandatory just a permissive approval for greater flexibility in leasing and if the security and privacy issues cannot be dealt with the applicant likely will not do the conversion.

Chairman Whiting asked the applicant, that in light of the comments heard, if they wished to withdraw the request for the 362 building and return when the floor plans and façade elevations were developed so these questions could be resolved.

Mr. Herring agreed that the request for 362 South Pennsylvania Avenue be tabled to allow them more time to study and take into consideration the issues raised at tonight's meeting.

Motion made by Mr. Gottfried seconded by Mr. Livingston to table the request. Motion carried unanimously with a 7-0 vote.

The Planning Commission discussed the 444 building and there was unanimous support in recognition that the residential density was within the existing floor space and did not apply to the first floor of that building.

Motion made by Mr. Johnston, seconded by Mr. Krecicki to approve the comprehensive plan amendment for 444 West New England Avenue. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Johnston, seconded by Mr. Krecicki to approve the ordinance change for 444 West New England Avenue. Motion carried unanimously with a 7-0 vote.

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	Planning and Zoning Board	☐ yes ☐ no ☐ N|A	7-0 final vote

Subject: Request from the Mi Tomatina restaurant to expand the Hannibal Square Parking exclusion area.

This public hearing is a request for a zoning text amendment from the Mi Tomatina restaurant at 433 W. New England Avenue to expand the "Hannibal Square parking exclusion area" so that they may add 59 seats to their existing 91 seat restaurant without providing the additional 20 parking spaces required by the current code.

Recommendation:

The Planning and Zoning Board voted unanimously (7-0) for approval of both the Zoning Code ordinance, as requested by the applicant. The P&Z Board also recommended that staff explore better signage for the public to know that the parking garage is available for public parking.

Summary:

The zoning code contains the parking requirements for various businesses and uses. Historically, the core of the Central Business District/Park Avenue area and the original Hannibal Square commercial district were developed at a time when no parking was required for the buildings and businesses. In those early days, it was viewed as the City's obligation to provide public parking for the downtown CBD and Hannibal Square district. So over time, most of the buildings in those areas were constructed with little or no parking. In the early 1970's it was obvious and that the City could not 'keep-up' with providing public parking to meet the these needs and the zoning code was changed to 'grandfather-in' the floor space of existing buildings within these defined areas but any new buildings or building expansions creating new floor space would need to meet the parking requirements.

In the Hannibal Square parking exclusion area, the buildings grandfathered-in are the ones along New England Avenue from Pennsylvania Avenue, to just past the Hannibal Square, East street. (See attached map) On the north side of New England Avenue, the parking exclusion area ends at Armando's restaurant. Mi Tomantino is next door.

History of the Parking Garage:

The six level parking garage at Lyman Avenue and Hannibal Square, East was built to meet the code parking requirements for many of the building projects that are outside of the Hannibal

Square parking exclusion area where the full parking code requirements had to be satisfied. The City granted a height variance for the parking garage allowing the upper level in order to maximize the yield of parking from that project. However, in return the City maintains, via recorded Development Agreement, the absolute control over the operation and function of the parking garage. The goal is to make sure that there is free use of the parking garage (no parking fees can be charged) and to insure that any signage reserving parking spaces for tenants is done only with city approval. In this way, parking can be available particularly at night, when needed by the restaurants that may otherwise be used during the day by retail/office tenants.

Mi Tomatina Request:

The Mi Tomatina restaurant at 433 W. New England Avenue is the next space just east of Armando's and just outside the parking exclusion area. They are asking the City to revise the physical description of the Hannibal Square parking exclusion area so that they may add 59 seats to their existing 91 seat restaurant without providing the additional 20 parking spaces required by code. The restaurant would then be 150 seats which is the minimum number of seats required in order to have liquor sales in addition to beer and wine based on the State license criteria. Thus, the economic benefit would be both the expanded seating and the ability to serve liquor drinks in addition to beer and wine.

To offset the impact on the parking, the building owner cites the agreements that exist which permits parking within the parking garage. This works in conjunction with the City's development agreement for the parking garage. To the extent that this request results in additional patrons/parking needs, the parking garage is available.

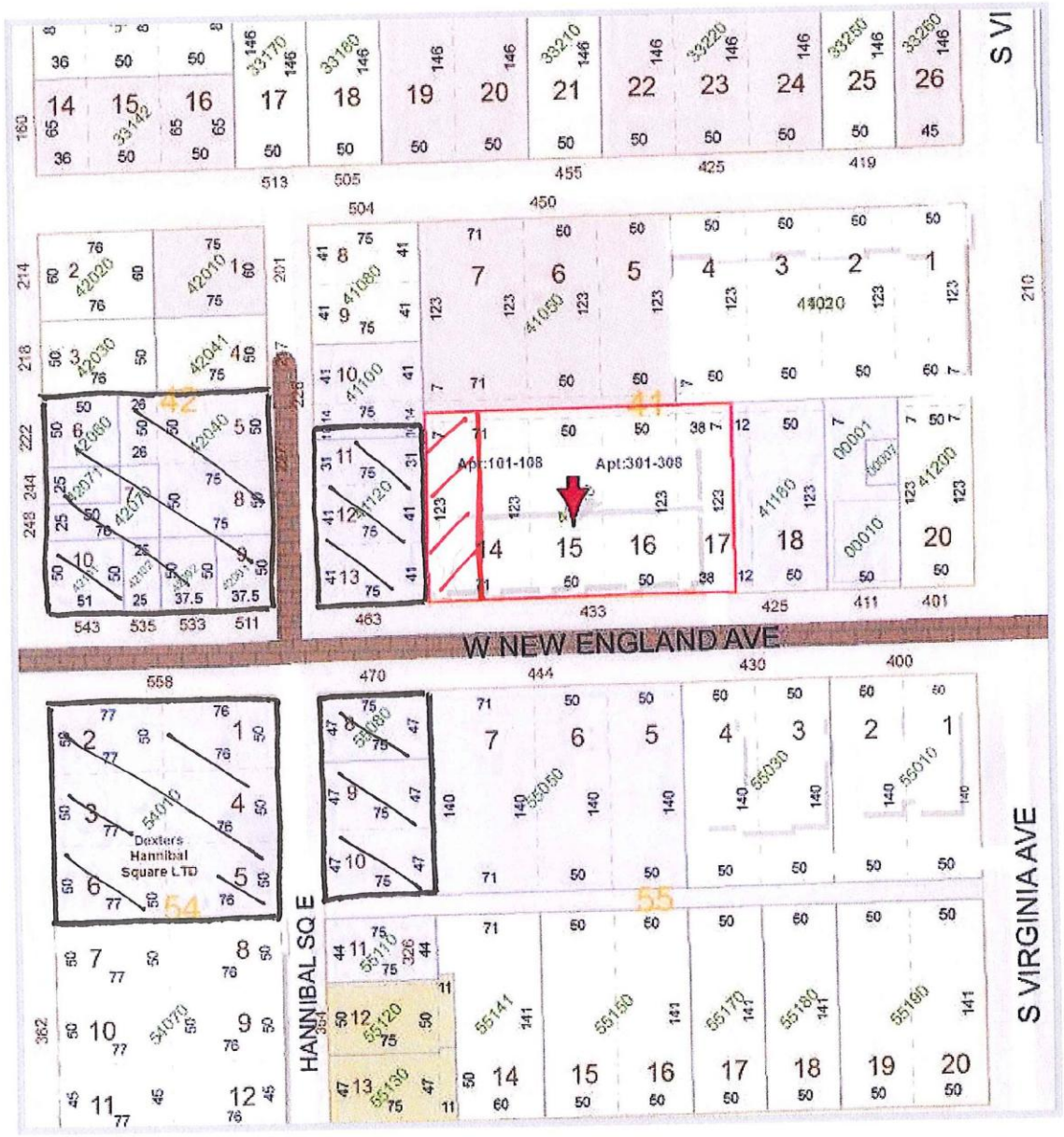
Staff Analysis:

At the current time no more than one-third of the parking garage is used even at peak weekend night times. No one knows when the buildings within the Hannibal Square area become fully leased out what the ultimate perception of parking will be. Due to the economy, there is much vacant commercial and office tenant space. However, the City control over the function and operation of the parking garage and the easement benefiting other buildings will insure that there is free flow and maximum utilization of parking inside the garage. In addition, because people are reluctant to use the parking garage the CRA has leased and created the surface parking lot adjacent Mt. Moriah Baptist Church. Obviously the City cannot make this a precedent and pattern for business expansions without providing parking. However, in this one instance, it seems to staff as something that can be done to assist in these economic times without undue hardship.

Hannibal Square Parking Exclusion Area

Original lots included in the exclusion area.

New lot (portion of 433 W. New Eng.) to be added.



302205940041140 05/20/2006

Armando's Mi Tomantina Restaurant

433 W. New England Ave

mi TOMATINA

paella • vino • tapas

mi TOMATINA

paella • vino • tapas

Date: July 20, 2012

Address: 433 West New England Ave Suite A

Business name: Mi Tomatina

City Commission

Winter Park, Fl

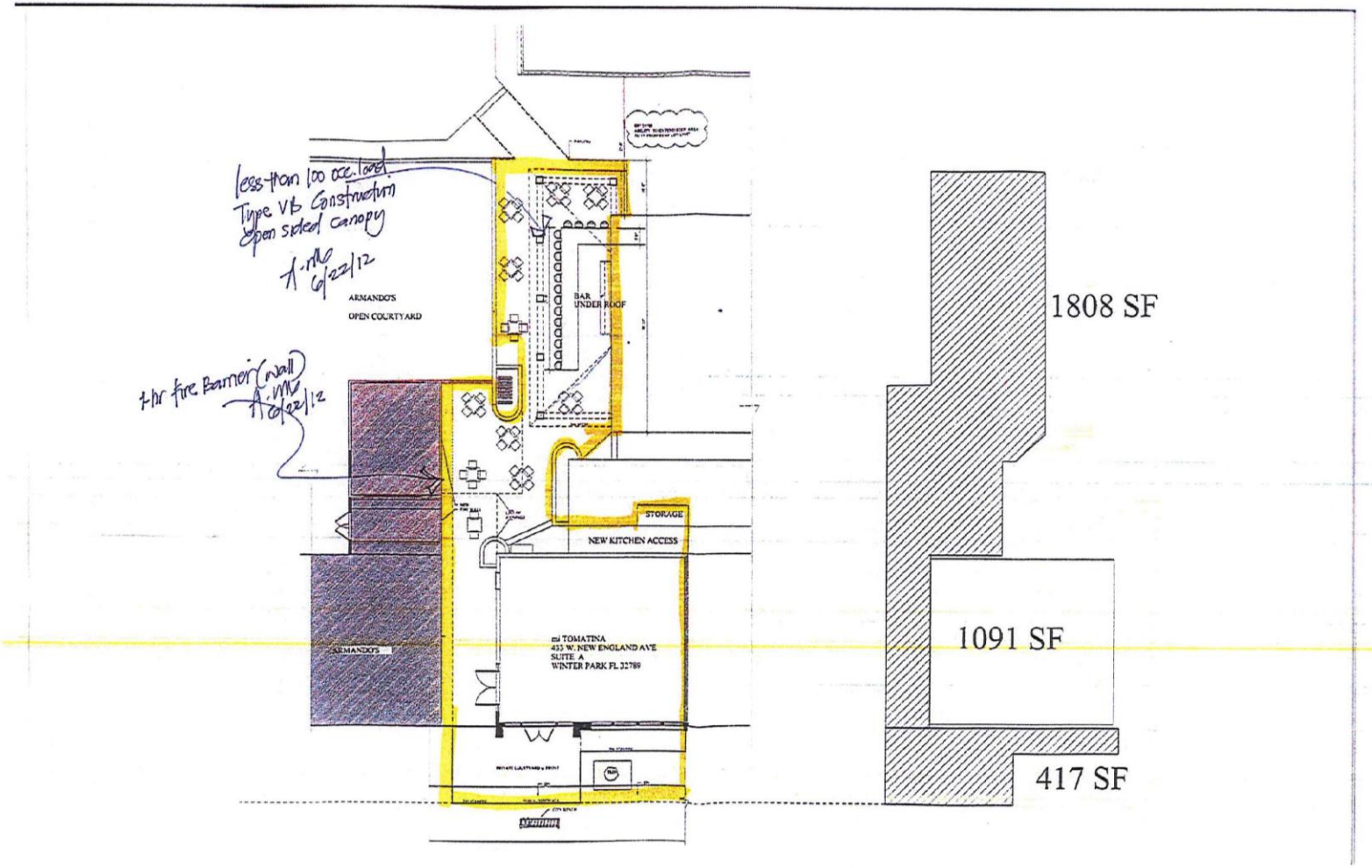
Dear Sirs,

We are would like to renovate the existing deck to the rear of our restaurant in an effort to expand and be on an equal footing with the other restaurants in Hannibal Square. Therefore, we are asking that you consider expanding the Hannibal Square Parking Exclusion area to include 433 W. New England Ave., Suite A.

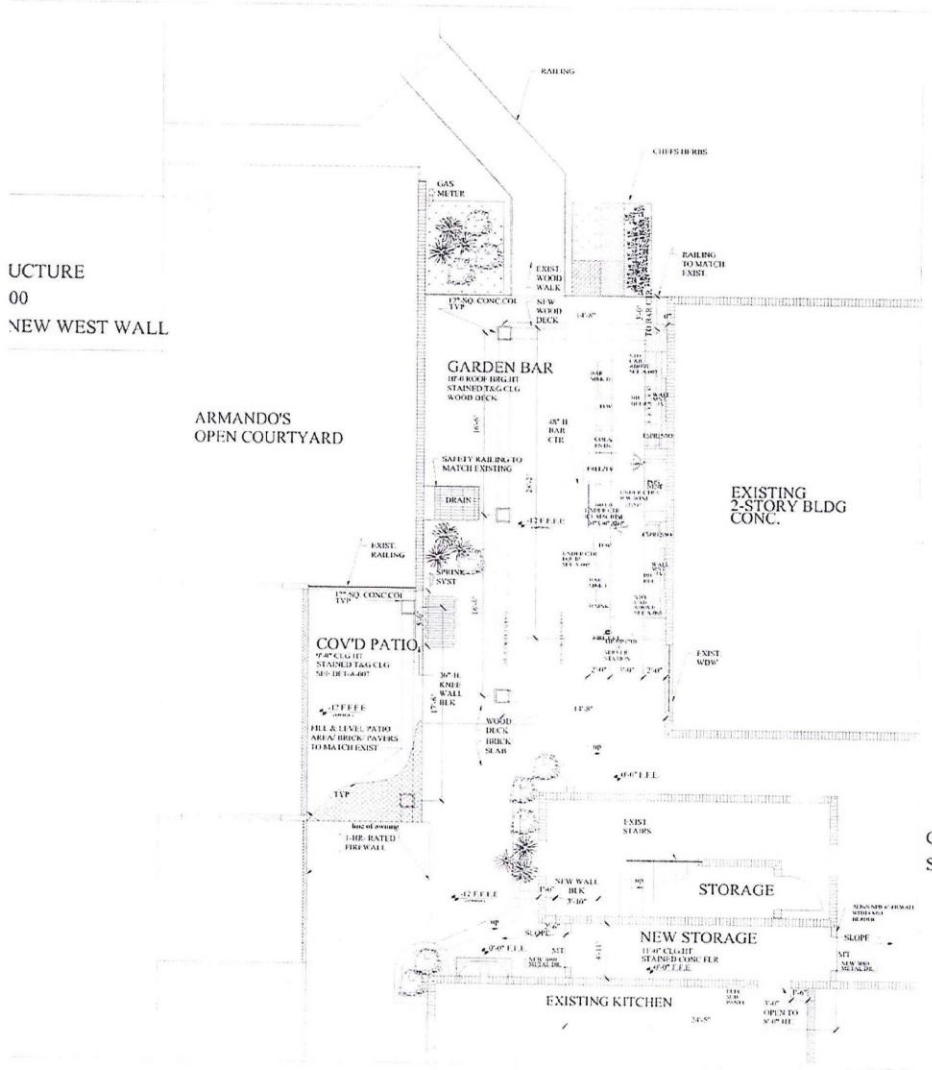
Sincerely,

Stuart Kirban,

Managing Partner

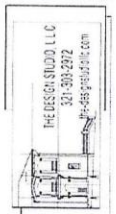

less than 100 occ. load.
Type VB Construction
Open sided canopy
A. Mc 6/22/12
ARMANDO'S
OPEN COURTYARD
BAR
UNDER ROOF
1-hr fire Barrier (wall)
A. Mc 6/22/12
STORAGE
NEW KITCHEN ACCESS
ARMANDO'S
TOMATINA
433 W. NEW ENGLAND AVE
SUITE A
WINTER PARK FL 32789
1808 SF
1091 SF
417 SF

UCTURE
00
NEW WEST WALL



GARDEN BAR FLOOR PLAN
SCALE 1/4"=1'-0"

NEW PLAN
6-29-17



NEW DESIGN FOR:
NL TOMATINA REAR GARDEN BAR
1651 WEST NEW ENGLAND AVE - SUITE A
WINTER PARK FL 32789

DATE
6-29-17
SHEET NO.
A-002
SHEET TITLE
GARDEN BAR
FLOOR PLAN

Bradford T. Bishop, P.E.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-86 "OFF-STREET PARKING REGULATIONS" TO EXPAND THE HANNIBAL SQUARE PARKING EXCLUSION DISTRICT TO INCLUDE THE PROPERTY AT 433 W. NEW ENGLAND AVENUE, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at its August 7, 2012 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.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" is hereby amended and modified by amending Section 58-86 "Off-Street Parking and Loading Regulations", subsection (2) and (a) to read as follows:

Sec. 58-86. Off-Street Parking and Loading Regulations.

(2) *Hannibal Square district exclusion.*

a. The following described area shall be known as the Hannibal Square district for the provisions of off-street parking spaces and shall be exempt from furnishing parking spaces and shall be exempt from furnishing parking facilities as required by this article. The Hannibal Square district shall include Lots 5-10, Block 42, Lots 11-13 and the west 50 feet of Lot 14, Block 41, Lots 1-6 ~~and 11-12~~, Block 54 and Lots 8-10, Block 55, Town of Winter Park according to the plat thereof recorded in Public Records of Orange County, Florida.

SECTION 2. SEVERABILITY AND CONFLICTS. 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. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4 - 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 _____, 2012.

REQUEST OF Mi TOMATINA RESTAURANT FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-86 "OFF-STREET PARKING REGULATIONS" TO EXPAND THE HANNIBAL SQUARE PARKING EXCLUSION DISTRICT TO INCLUDE THE RESTAURANT PROPERTY AT 433 W. NEW ENGLAND AVENUE.

Planning Director Jeffrey Briggs presented the staff report. He said that this request is for a zoning text amendment from the Mi Tomantina restaurant at 433 W. New England Avenue to expand the "Hannibal Square parking exclusion area" so that they may add 59 seats to their existing 91 seat restaurant without providing the additional 20 parking spaces required by the current code. Mr. Briggs reviewed the parking code for the CBD and Hannibal Square, discussed the history of the parking garage, and the specifics of the applicant's request. He explained that The Mi Tomantina restaurant at 433 W. New England Avenue is the next space just east of Armando's and just outside the parking exclusion area. They are asking the City to revise the physical description of the Hannibal Square parking exclusion area. The restaurant would then be 150 seats which is the minimum number of seats required in order to have liquor sales in addition to beer and wine based on the State license criteria. Thus, the economic benefit would be both the expanded seating and the ability to serve liquor drinks in addition to beer and wine. To offset the impact on the parking, the building owner cites the formal recorded easement that exists which permits parking within the parking garage. This works in conjunction with the City's development agreement for the parking garage. To the extent that this request results in additional patrons/parking needs, the parking garage is available.

He said that at the current time no more than one-third of the parking garage is used even at peak weekend night times. No one knows when the buildings within the Hannibal Square area become fully leased out what the ultimate perception of parking will be. Due to the economy, there is much vacant commercial and office tenant space. However, the City control over the function and operation of the parking garage and the easement benefiting other buildings will insure that there is free flow and maximum utilization of parking inside the garage. In addition, because people are reluctant to use the parking garage the CRA has leased and created the surface parking lot adjacent to Mt. Moriah Baptist Church. Obviously the City cannot make this a precedent and pattern for business expansions without providing parking. However, in this one instance, it seems to staff as something that can be done to assist in these economic times without undue hardship. Staff recommended approval. Mr. Briggs responded to Board member questions and concerns.

Patricia Carvalal, owner of the Mi Tomatina restaurant at 433 West New England Avenue, was present to address Board member questions and concerns. She explained that she has operated the restaurant for three years, and that they have contributed to the economic vitality of New England Avenue and they are looking to expand. She explained that they do direct customers to park in the parking garage and responded to Board member questions and concerns.

Woody Woodall, 328 North Park Avenue, spoke in favor of the request and suggested that the applicant the City work with the applicant on the amount of the impact fees.

Lurline Fletcher 790 Lyman Avenue, stated that she feels that the parking garage is underutilized and she also requested that on-street parking be limited. No one else wished to speak in favor of or in opposition to the request. Public Hearing closed.

The Board members all expressed their support of the request. Mr. Slocum expressed that Mi Tomantina has been a great addition to Hannibal square and that parking does exist for patrons in close proximity. The Board members agreed with those comments.

Motion made by Mr. Krecicki, seconded by Mr. Livingston to approve the request. Motion carried unanimously with a 7-0 vote.

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	Planning and Zoning Board	☐ yes ☐ no ☐ N|A	7-0 final vote

Subject: Request from New Hope Baptist Church at 274 N. Capen Avenue for Conditional Use approval to operate day care facilities.

The public hearing is a request from the New Hope Baptist Church for Conditional Use approval to add two buildings to their property and to use those modular classroom buildings for a children's day care facility on the Church grounds at 274 N. Capen Avenue, which is zoned R-2. Churches are a conditional use and the zoning code says specifically that "churches may not operate day nurseries, kindergartens or schools without first receiving conditional use approval for this use".

Recommendation:

The Planning and Zoning Board voted unanimously (7-0) for approval of the Conditional Use with the condition that the entry drive be marked as 'one-way' and the parking spaces be reconfigured as angle parking for better functioning.

Notices were sent to all property owners within 500 feet and no one appeared at the Planning Board meeting to voice any objections or concerns.

Summary:

The New Hope Baptist Church is located on a property of 28,700 square feet and the 4,200 sq. ft. existing Church building sits about in the middle of the site. This leaves open unstructured grass parking areas on both the north and south sides of the Church building. (See aerial attached)

The site plan indicates the layout of the two new buildings (which are former OCPS modular classroom buildings) to be set-up on the north side of the Church building. The new buildings meet the zoning setbacks from the adjacent properties and no variances are requested. A new circular drive for drop-off and pickup is planned as well as some parking for parents doing the drop-off and pick-up walk-ins. Staff will park in the area to the south of the Church. The Church building is the location of the restrooms and kitchen.

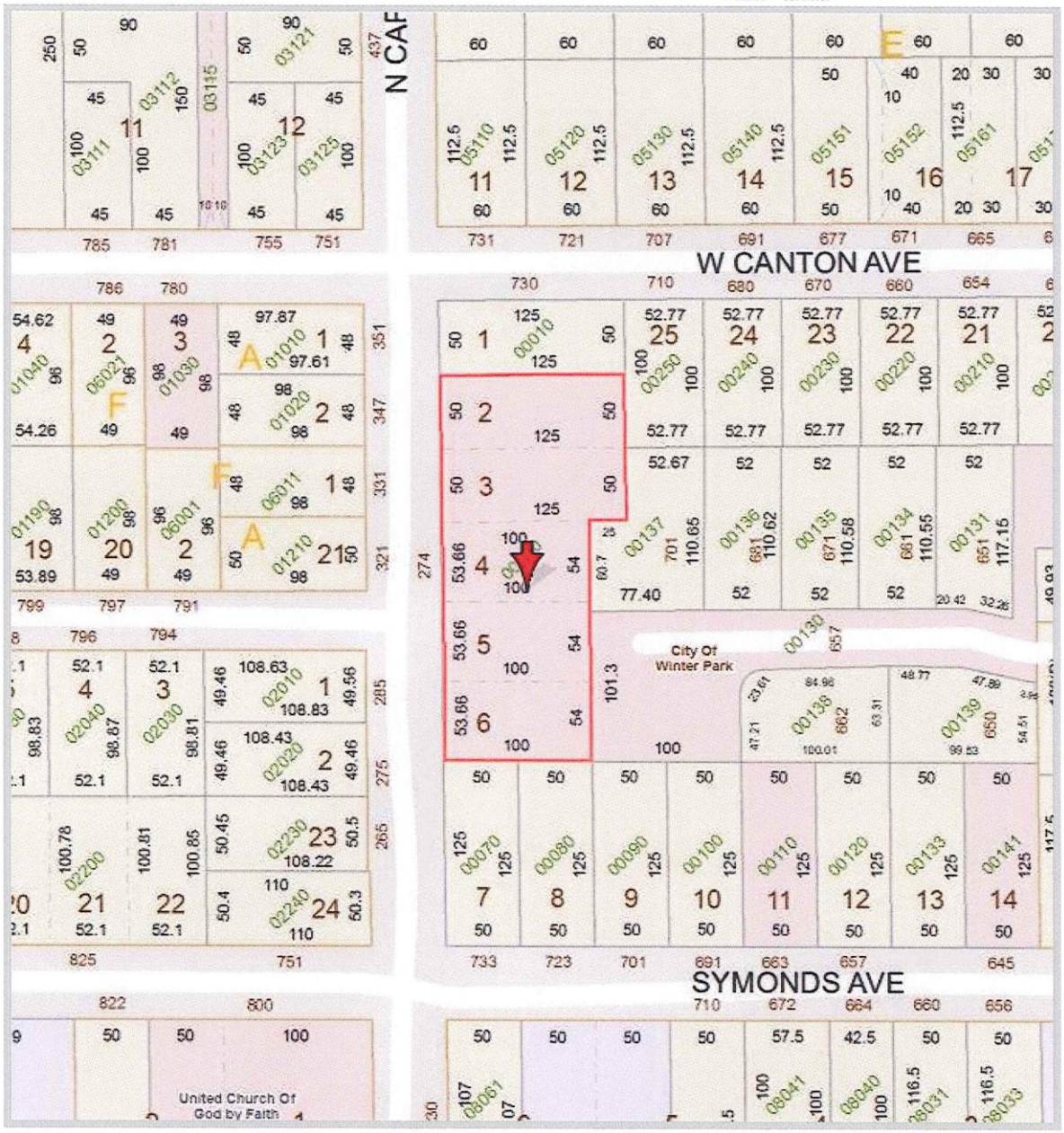
Children's day care fills a social need and fits in with the mission of churches. The existing day care facilities in the neighborhood are at the Church of God by Faith – 14 children (just to the south at 800 Symonds) and at the Welbourne Day Nursery – 28 children (450 W. Welbourne).

Neighborhood residents also use the Winter Park Day Nursery – 70 children (741 S. Pennsylvania). The latter two are more competitive with rates as they receive support from United Way for those in economic need. The student/children numbers are included (above) to illustrate that there is likely to be only a modest number of children attending this day care. New Hope Baptist hopes to attract up to 30 children.

The traffic impacts of day care are also very modest. You have the drop-off and pick-up but for day care versus schools that is spread out over the morning and evening hours so there is never any "traffic line" with day care, like with schools.

OCPA Web MAP

PRINT CONTACT



Parcel ID: 302206372400040 (Rng-Twn-Sec format)

This map is for reference only and is not a survey.

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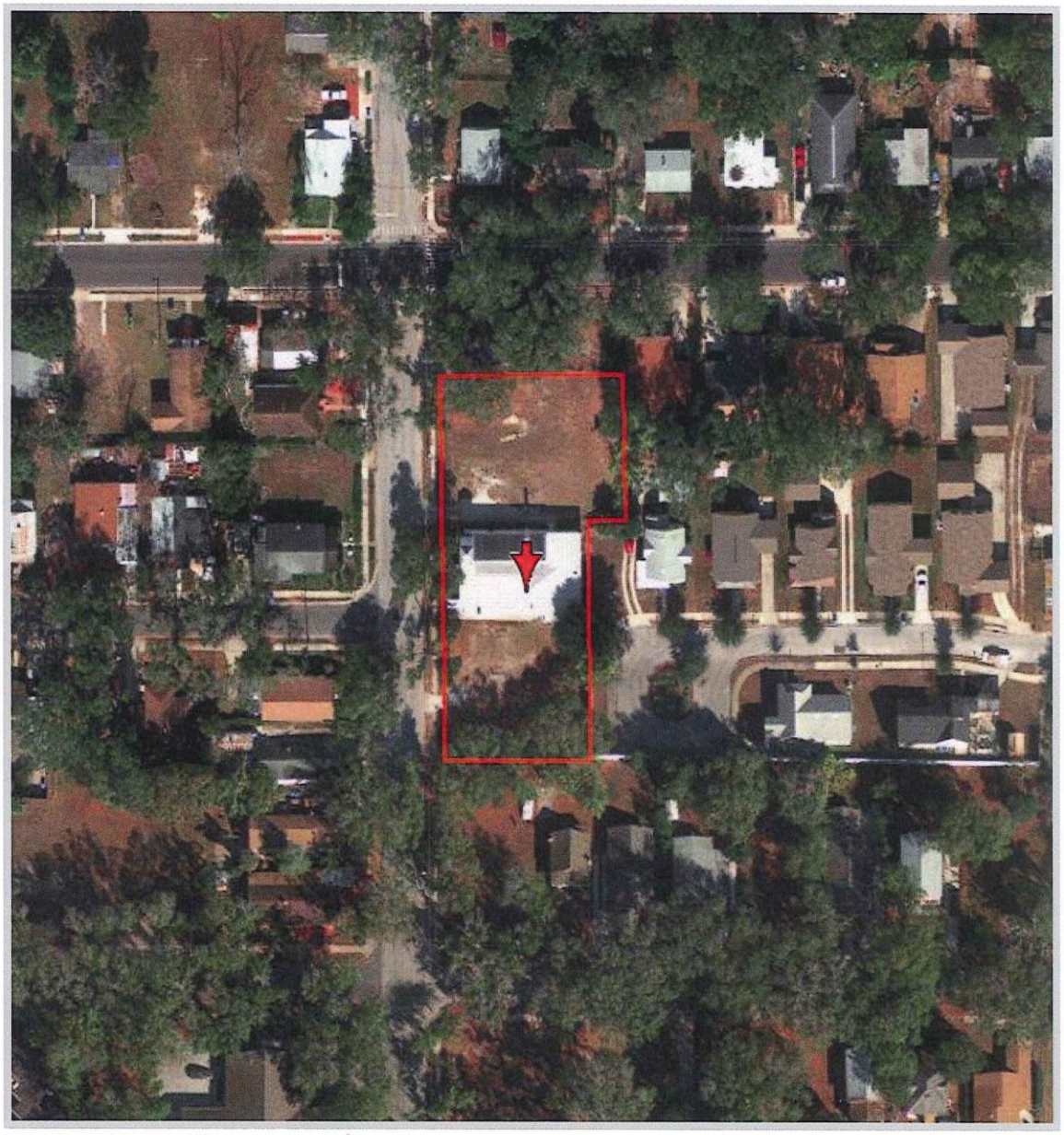
OCPA Web MAP

PRINT CONTACT



Parcel ID: 302206372400040 (Rng-Twn-Sec format)

This map is for reference only and is not a survey.

0 50 ft

New Hope Missionary Baptist Church of Winter Park, Inc.

To The City of Winter Park, Florida

To Whom It May Concern:

We, the undersigned residents of Winter Park, Florida, are in support of New Hope Missionary Baptist Church of Winter Park, Inc. plans to house a "Day Care and Learning Center" up to K-5 in temporary portable units on their properties.

	Signature	Address	Date
1	Sylvia Riley	274 Capen Ave WP (member)	WP 6/23
2	Bobby Taylor	274 Capen Ave WP (member)	WP 6/23
3	Lavenia Paige	274 Capen ave. WP (member)	6/23/12 6/23
4	[illegible]	274 Capen Ave WP (member)	6/23/12
5	William J Clark Jr	274 Capen Ave W.P. (member)	6/23/12
6	[illegible] Staples	274 Capen Ave. WP (member)	6/23/12
7	Thomas Staples	274 Capen Ave. W. (member)	6/23/12
8	Bruce McCray	1390 Caperral Lane W.S.	6/23/12
9	Barry Brown	814 W. Comstock WP	6/23/12
10	Lurline Fletcher	811 English ct.	6/23/12
11	Hattie Hall	811 English ct	6/23/12
12	Bobby Lee King	811 English ct	6/23/12
13	Carry Freeman	814 W. Comstock	6/23/12
14	Mark [illegible]	714 Carver ST	6/23/12
15	Willie Watts	3 Carver St	6/23/12
16	Lonora Dixon	1408 Bratten Ave Apt# princess Ann MD	6/23/12
17	Charles Hendry Jr	722 Webster Ave	6/23/12
18	Clint & Lora Jackson	274 Capen Ave W/P member	6/23/12
19	[redacted] Winter park Nicole Ligon PD	P.O. BOX 571 OCOEE FL 34761	6/23/12
20	Jim [illegible]	938 Dunbar St	6/23/12
21	June Clark	~~512~~ 274 Capen Ave WP	6/23/12
22	Cecil Smith	1051 Lee Road	[illegible] 13 [illegible]

	Signature	Address	Date
23	Precious Clark	820 Webster Avenue	6/23/12
24	Robert Eason III	677 Canton Ave	6/23/12
25	Gene E. Stay	677 Canton Ave	6/23/12
26	Mary Ellen Dowdell	274 Capen ave. W/P (member)	6/24/12
27	Bertha Paige	274 capen ave W.P. (member)	6/24/12
28	Netris Bryant	274 Capen Ave W.P. (member)	6/24/12
29	Alicia Phillips	274 Capen Ave W.P. (member)	6/24/12
30	Clint Jackson	274 Capen Ave W.P. (member)	6/24/12
31	Lucille Curry	690 Depew St W.P.	6/24/12
32	Graham King	274 Capen Ave, W.P. (member)	6/24/12
33	Shirley King	274 Capen Ave, W.P (member)	6/24/12
34	Sarah Brodie	600 Depew St	6/24/12
35	Thelma Woodard	510 Carolina Ave.	6/24/12
36	Margaret Clark	820 Webster Ave	6-24-12
37	[illegible]	274 Capen Ave W.P. (member)	6-27-12
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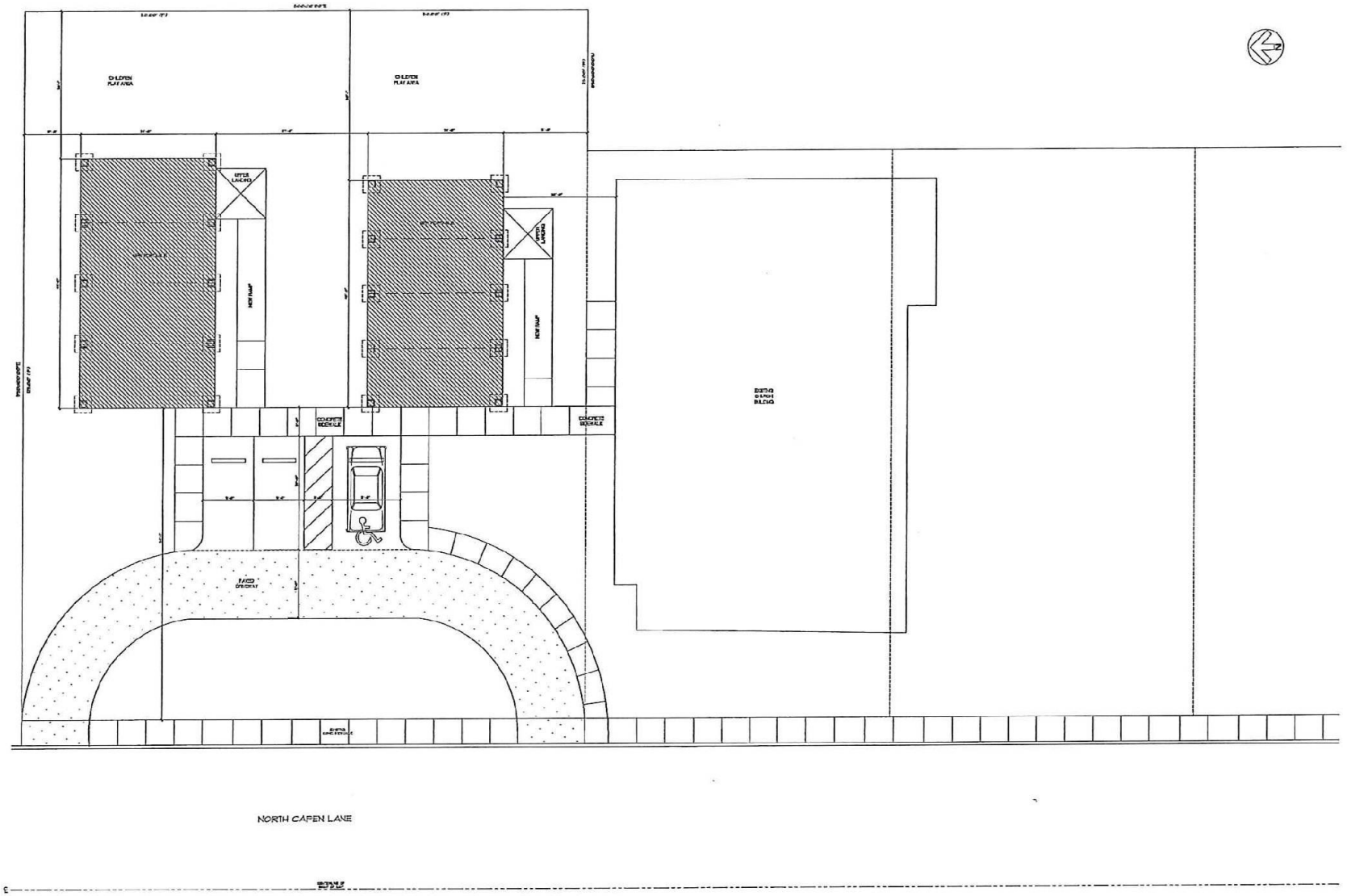


1 SITE PLAN
1 SCALE: 1/8" = 1'-0"

NO.	REVISION DATE
1	REVISION 00/00/00

SPENCER TULLY + ASSOCIATES

SEAL

WAYNE QUADY
FE No. 33934

CONSTRUCTION DOCUMENTS FOR
PORTABLE CLASSROOMS
274 NORTH CAPEN LANE
WINTER PARK, FLORIDA 32789

DRAWING TITLE:
SITE PLAN

CAD FILE :	274 N CAPEN LANE.dwg
APPROVED	
CHECKED	
DRAWN BY	D. TULLY
DATE ISSUED	
PROJECT NO.	
DRAWING NO.	1

SHEET 1 OF 1

REQUEST OF NEW HOPE BAPTIST CHURCH FOR: CONDITIONAL USE APPROVAL TO CONSTRUCT AND OPERATE A CHILDREN'S DAY CARE FACILITY ON THE CHURCH PROPERTY AT 274 N. CAPEN AVENUE, ZONED (R-2).

Planning Director Jeffrey Briggs presented the staff report. He explained that the applicant, the New Hope Baptist Church, is requesting Conditional Use approval to add two buildings to their property and use those for a children's day care facility on the Church grounds at 274 N. Capen Avenue, which is zoned R-2. He noted that churches are a conditional use and the zoning code says specifically that "churches may not operate day nurseries, kindergartens or schools without first receiving conditional use approval for this use". He explained that the New Hope Baptist Church is located on a property of 28,700 square feet and the 4,200 sq. ft. existing Church building sits about in the middle of the site. This leaves open unstructured grass parking areas on both the north and south sides of the Church building. He said that the site plan indicates the layout of the two new buildings (which are former OCPS modular classroom buildings) to be set-up on the north side of the Church building. The new buildings meet the zoning setbacks from the adjacent properties and no variances are requested. A new circular drive for drop-off and pickup is planned as well as some parking for parents doing the drop-off and pick-up walk-ins. Staff will park in the area to the south of the Church. The Church building is the location of the restrooms and kitchen. He reviewed other childcare facilities in the immediate vicinity. The traffic impacts of day care are also very modest. You have the drop-off and pick-up but for day care versus schools that is spread out over the morning and evening hours so there is never any "traffic line" with day care, like with schools. Staff recommended approval of the request. Mr. Briggs responded to Board member questions and concerns.

John Phillips, Pastor, New Hope Baptist Church, was present to address Board member questions and concerns. He said that they are anticipating approximately 30-35 children. He also spoke to traffic movement and parking on the site.

Martha Bryant-Hall, 331 West Lyman Avenue, spoke in favor of the request. No one else wished to speak concerning the request. Public Hearing closed.

The Board members noted that notices were sent to all surrounding property owners and no one has offered opposition in wring or here tonight. Mr. Slocum questioned the site plan and noted that one would have to drive over the grass to back out of the 90 degree parking stalls thus a shift to angle parking would be preferred. Mr. Krecicki also noted that directional arrows would be needed. The Board noted that the appearance of the structures is not very favorable and asked staff to insure the final product's image is more attractive.

Motion made by Mr. Krecicki, seconded by Mr. Johnston to approve the request subject to the applicant modifying the plans to provide one way designated angle parking. Motion carried unanimously with a 7-0 vote.

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ☐ N|A	final vote

Subject: Annexation of 656 Overspin Drive

The public hearing is a request from Mr. Nort Northam, the owner of the property at 656 Overspin Drive to annex the property into the City. Mr. Northam recently purchased this property to add to his adjacent commercial properties at 2650 and 2600 W. Fairbanks Avenue and he has asked to annex this property into the City so that all his properties are within the City.

Recommendation:

The staff recommendation is for approval. Annexations do not go to P&Z. P&Z only makes a recommendation when the City establishes or changes the zoning. The property has to be annexed first in order to have jurisdiction to take that step.

Summary:

The two Comprehensive Plan policies that govern this request involving the annexation requests are as follows:

Policy 1-3.13.3: Criteria for Pursuing Annexation and Required Cost/Benefit Study. Winter Park shall pursue the annexation of growth areas adjacent to the City limits when it would align municipal boundaries, unite sections of the City, or generate revenues in excess of the cost of providing services while providing City control over the quality and scale of development. An annexation cost-benefit study shall be required for all annexations of growth areas through referendums.

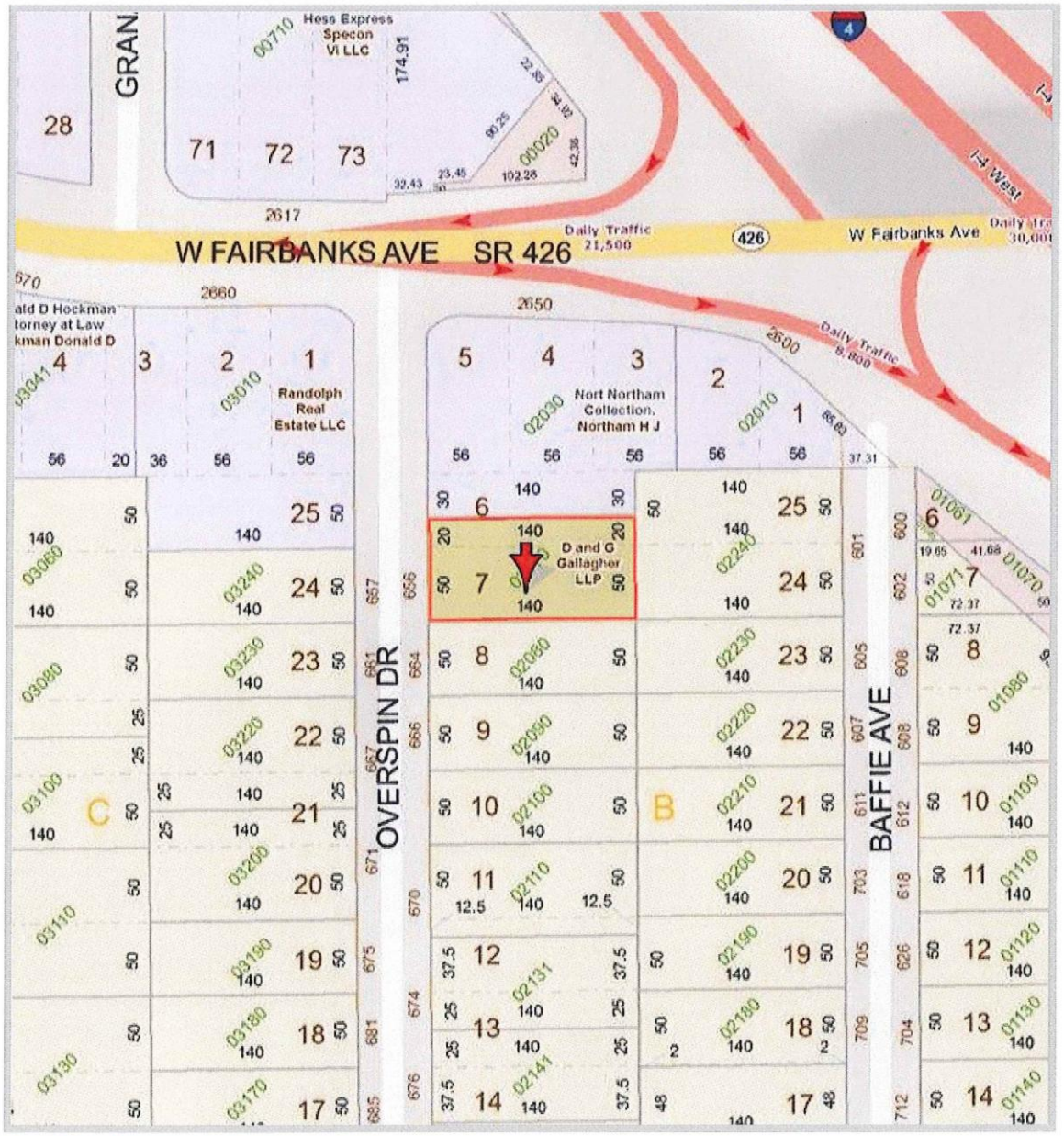
In this case there are no additional costs to provide city services to this property so all the added revenue from property taxes and fees are above the cost of providing services.

Policy 1-3.13.4: Intergovernmental Coordination with Orange County on Annexations. Winter Park shall provide written notice to Orange County in advance of any annexation requests to be considered by the City Commission. The City shall coordinate all annexations and designations of annexation reserve areas with Orange County and adjacent municipalities of Orlando and Maitland, and Eatonville. The coordination with Orange County and municipalities adjacent to proposed annexation areas shall include coordinating land use and service delivery issues at an early stage in the annexation process as well as formal notice of all potential annexations consistent with state law.

The City has notified Orange County and will respond to any concerns or objections.

OCPA Web MAP

PRINT CONTACT



Parcel ID: 292211224802070 (Rng-Twn-Sec format)

This map is for reference only and is not a survey.

0 50 ft

STATE OF FLORIDA
COUNTY OF ORANGE

PETITION FOR VOLUNTARY ANNEXATION

To the City Commission of the City of Winter Park, Florida:

The undersigned hereby petitions for voluntary annexation by the City of Winter Park, Florida of the property described herein, in accordance with Article VIII, Section 2(c) of the Constitution of the State of Florida and Florida Statute 171.044, and represents and states as follows:

I

The petitioner is the owner of record of the property which is the subject of this petition.

II

The property which is the subject of this petition lies wholly within the boundaries of Orange County, Florida.

III

No part of the property which is the subject of this petition lies within the corporate limits of any incorporated municipality.

IV

The property which is the subject of this petition is described as follows:

656 Overspin Drive #11-22-29-2248-02-070
Lot 7 and South 20ft. of Lot 6, Block B
Dubsdread Heights per Plat Book "J", Page 115

By:

Nart Northam
Name of Petitioner

320 Killarney Drive
Address
Winter Park, Fl. 32789

Signature

407 647-1911
Telephone

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME appeared Nart Northam, who, Being first duly sworn, deposes and says that he resides at 320 Killarney Dr. , City of Winter Park , and the County and State above names; that he signed the foregoing petition as petitioner for the voluntary annexation by the City of Winter Park, Florida of the property described therein; and that the representations and statements contained in the foregoing petition are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and Subscribed
before me this 15th day
of May, 2010.

Witness

Lisa M. Smith
Notary Public
My Commission expires:

Notary Public State of Florida
Lisa M Smith
My Commission DD952184
Expires 01/13/2014

Witness

CITY OF WINTER PARK, FLORIDA
ESTABLISHED 1882
CITY OF CULTURE AND HERITAGE

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

August 7, 2012

Board of the Orange County Commission
Orange County Administration
PO Box 1393
Orlando, FL 32801

RE: Annexation of 656 Overspin Drive

Dear Board of County Commissioners:

Pursuant to Chapter 171, Florida Statutes, the City of Winter Park has received a voluntary annexation petition from the owner of the property at 656 Overspin Drive. Enclosed is a copy of the legal advertisement and ordinance. The legal advertisements will run in the Orlando Sentinel for two consecutive weeks on Sunday, August 19, 2012 and Sunday, August 26, 2012.

The ordinance for this annexation will be heard at public hearings on August 27, 2012 and September 10, 2012 at 3:30 pm in the Commission Chambers of City Hall, 401 S. Park Avenue, Winter Park.

If you have other questions, please contact me at jbriggs@cityofwinterpark.org or at (407) 599-3440.

Sincerely,

Jeffrey Briggs,
Planning Director

Enclosures

www.cityofwinterpark.org

Public Hearing

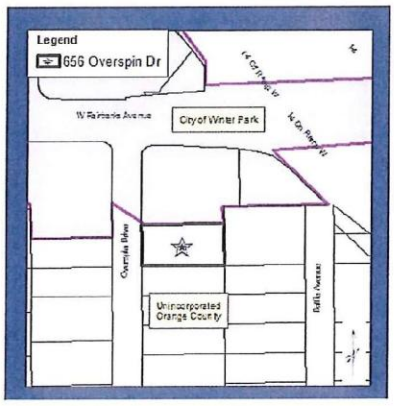
NOTICE OF ANNEXATION

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA that a public hearing will be held by the Winter Park City Commission on Monday, August 27, 2012 and Monday, September 10, 2012 at 3:30 p.m. in the Commission Chambers of City Hall, 401 Park Avenue South, Winter Park, Florida, to consider the following:

ORDINANCE NO. 2878-12

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE PROPERTY AT 656 0VERSPIN DRIVE, MORE PARTICULARLY DESCRIBED HEREIN.

The complete legal description by metes and bounds as well as a complete copy of this proposed Ordinance No. 2878-12 may be obtained from the office of the City Clerk at 401 Park Avenue, South, Winter Park, Florida. All interested parties are invited to attend and be heard. Additional information is available in the City Clerk's office so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.



NOTE: 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.,

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning Department at 407-599-3453 at least 48 hours in advance of this hearing.

Ad runs in Orlando Sentinel August 19, 2012 and August 26, 2012

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE PROPERTY AT 656 OVERSPIN DRIVE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the property more particularly described herein has voluntarily requested annexation into the City of Winter Park, and

WHEREAS, the annexation of said property meets the criteria established by Chapter 171, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication once a week for two consecutive weeks in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Section 1.02 "Corporate Limits Described," of the Charter Laws of the City of Winter Park be hereby amended and modified so as to annex the property at 656 Overspin Drive, more particularly described as follows:

> Lot 7 and the South 20 feet of Lot 6, Block "B" Dubsdread Heights subdivision as recorded in Plat Book "J", Page 115 of the Public Records of Orange County, Florida. or Begin at the Point 20 feet north of the Northwest corner of Lot 7, Block "B" Dubsdread Heights subdivision, then run 140 feet east, then run 70 feet south to the southeast corner of Lot 7; then run 140 feet west to the southwest corner of Lot 7 and then run 70 feet north to the Point of beginning.
>
> Property Tax ID # 11-22-29-2248-02-070

SECTION 2. This ordinance shall take effect upon 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 _____, 2012.

_____
Mayor

Attest:

_____
City Clerk

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ☐ N|A	final vote

Subject: Annexation of 600 Baffie Avenue

The public hearing is a request from the Stacey Thornton Trust, the owner of the property at 600 Baffie Avenue to annex that property and the east half of the adjacent right-of-way of Baffie Avenue into the City.

The property at 600 Baffie Avenue is a small parcel of 183 square feet that is a remnant from the takings for the widening of Interstate Four. The Stacey Thornton Trust is trying to make it into something that has some value and some use. So the request is also to annex and vacate the east half of the adjacent right-of-way. The annexation must occur first in order to have jurisdiction to entertain the request to vacate the street.

Recommendation:

The staff recommendation is for approval. Annexations do not go to P&Z. P&Z only makes a recommendation when the City establishes or changes the zoning. The property has to be annexed first in order to have jurisdiction to take that step.

Summary:

The two Comprehensive Plan policies that govern this request involving the annexation requests are as follows:

Policy 1-3.13.3: Criteria for Pursuing Annexation and Required Cost/Benefit Study. Winter Park shall pursue the annexation of growth areas adjacent to the City limits when it would align municipal boundaries, unite sections of the City, or generate revenues in excess of the cost of providing services while providing City control over the quality and scale of development. An annexation cost-benefit study shall be required for all annexations of growth areas through referendums.

In this case there are no additional costs to provide city services to this property so all the added revenue from property taxes and fees are above the cost of providing services.

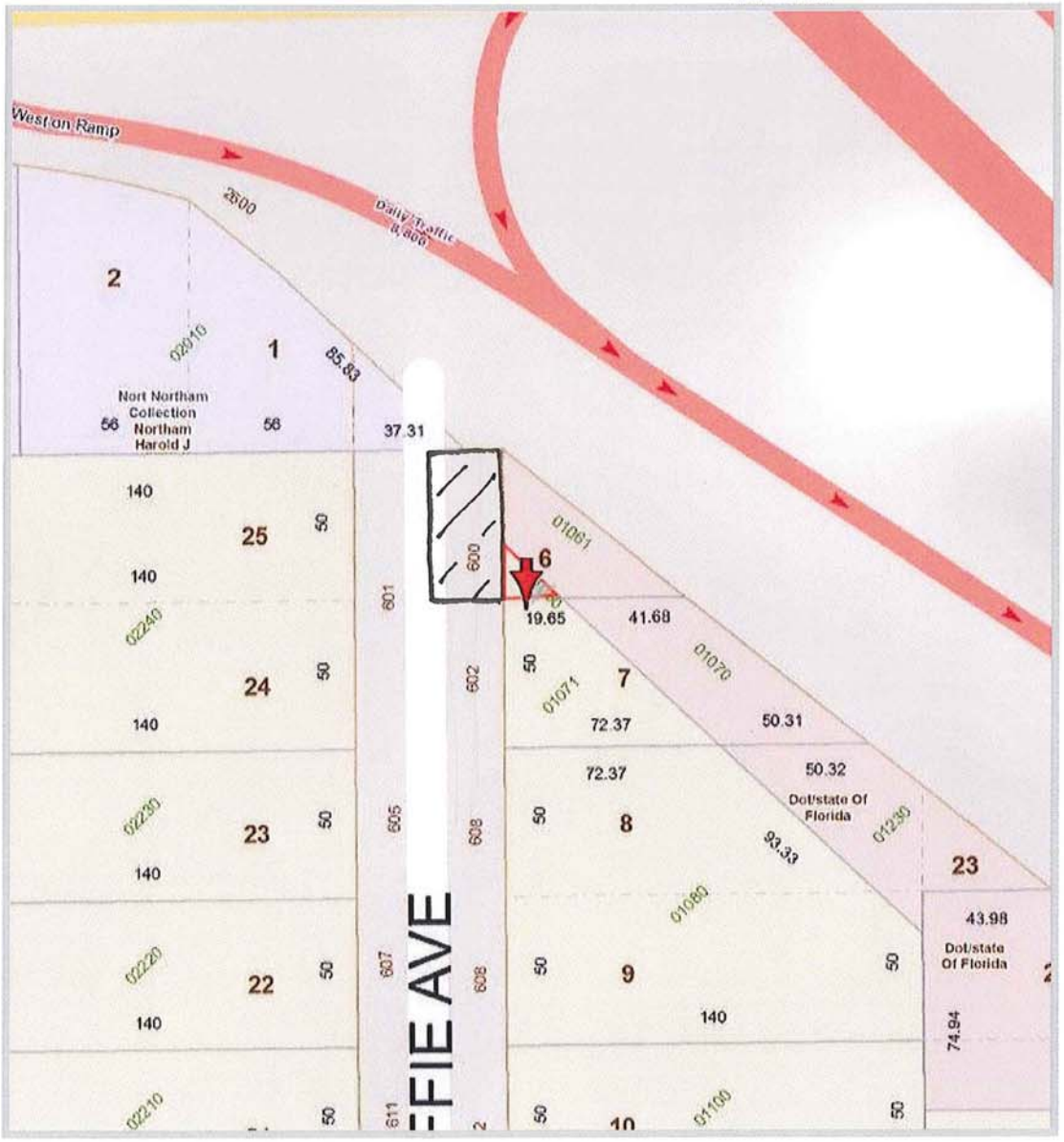
Policy 1-3.13.4: Intergovernmental Coordination with Orange County on Annexations. Winter Park shall provide written notice to Orange County in advance of any annexation requests to be considered by the City

Commission. The City shall coordinate all annexations and designations of annexation reserve areas with Orange County and adjacent municipalities of Orlando and Maitland, and Eatonville. The coordination with Orange County and municipalities adjacent to proposed annexation areas shall include coordinating land use and service delivery issues at an early stage in the annexation process as well as formal notice of all potential annexations consistent with state law.

The City has notified Orange County and will respond to any concerns or objections.

OCPA Web MAP

PRINT CONTACT



Parcel ID: 292211224801060 (Rng-Twn-Sec format)

This map is for reference only and is not a survey.

0 25 ft

Created on 7/18/2012, Copyright 2007. Orange County Property Appraiser.

STATE OF FLORIDA
COUNTY OF ORANGE

PETITION FOR VOLUNTARY ANNEXATION

To the City Commission of the City of Winter Park, Florida:

The undersigned hereby petitions for voluntary annexation by the City of Winter Park, Florida of the property described herein, in accordance with Article VIII, Section 2(c) of the Constitution of the State of Florida and Florida Statute 171.044, and represents and states as follows:

I

The petitioner is the owner of record of the property which is the subject of this petition.

II

The property which is the subject of this petition lies wholly within the boundaries of Orange County, Florida.

III

No part of the property which is the subject of this petition lies within the corporate limits of any incorporated municipality.

IV

The property which is the subject of this petition is described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK "A", DUBSDREAD HEIGHTS, AS RECORDED IN PLAT BOOK "J", PAGE 115, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN N00°39'20"W A DISTANCE OF 18.60 FEET MORE OR LESS ALONG SAID WEST BOUNDARY OF LOT 6, TO THE WEST RIGHT-OF-WAY OF INTERSTATE 4; RUN THENCE S47°10'36"E, A DISTANCE OF 27.08 FEET MORE OR LESS ALONG SAID WEST RIGHT-OF-WAY OF INTERSTATE 4; RUN THENCE S89°26'31"W, A DISTANCE OF 19.65 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

By:

Name of Petitioner

2295 S. Hiawassee Rd #203
Address ORLANDO FL 32835

Signature

407.363.1212
Telephone

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME appeared STACY J THORNTON, who, Being first duly sworn, deposes and says that she resides at 2295 S. Hiawassee Rd. #203, City of ORLANDO FL, and the County and State above names; that he signed the foregoing petition as petitioner for the voluntary annexation by the City of Winter Park, Florida of the property described therein; and that the representations and statements contained in the foregoing petition are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and Subscribed before me this 8 day of JUNE, 2012.

Notary Public State of Florida
Lee A Beekman
My Commission DD982962
Expires 06/04/2014

Witness

Notary Public
My Commission expires:

Notary Public State of Florida
Lee A Beekman
My Commission
Expires 06/04/2014

Witness

CITY OF CULTURE AND HERITAGE

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

August 7, 2012

Board of the Orange County Commission
Orange County Administration
PO Box 1393
Orlando, FL 32801

RE: Annexation of 600 Baffie Avenue and the East half of the adjacent right-of-way of Baffie Avenue

Dear Board of County Commissioners:

Pursuant to Chapter 171, Florida Statutes, the City of Winter Park has received a voluntary annexation petition from the owner of the property at 600 Baffie Avenue to annex that property along with the East half of adjacent right-of-way of Baffie Avenue. Enclosed is a copy of the legal advertisement and ordinance. The legal advertisements will run in the Orlando Sentinel for two consecutive weeks on Sunday, August 19, 2012 and Sunday, August 26, 2012.

The ordinance for this annexation will be heard at public hearings on August 27, 2012 and September 10, 2012 at 3:30 pm in the Commission Chambers of City Hall, 401 S. Park Avenue, Winter Park.

If you have other questions, please contact me at jbriggs@cityofwinterpark.org or at (407) 599-3440.

Sincerely,

Jeffrey Briggs,
Planning Director

Enclosures

Public Hearing

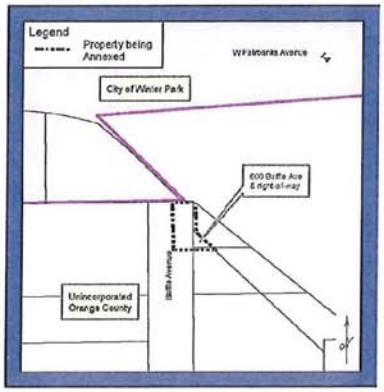
NOTICE OF ANNEXATION

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA that a public hearing will be held by the Winter Park City Commission on Monday, August 27, 2012 and Monday, September 10, 2012 at 3:30 p.m. in the Commission Chambers of City Hall, 401 Park Avenue South, Winter Park, Florida, to consider the following:

ORDINANCE NO. 2879-12

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE PROPERTY AT 600 BAFFIE AVENUE AND THE EAST HALF OF THE ADJACENT RIGHT-OF-WAY OF BAFFIE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

The complete legal description by metes and bounds as well as a complete copy of this proposed Ordinance No. 2879-12 may be obtained from the office of the City Clerk at 401 Park Avenue, South, Winter Park, Florida. All interested parties are invited to attend and be heard. Additional information is available in the City Clerk's office so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.



NOTE: 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.,

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning Department at 407-599-3453 at least 48 hours in advance of this hearing.

Ad runs in Orlando Sentinel August 19, 2012 and August, 26, 2012

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE PROPERTY AT 600 BAFFIE AVENUE AND THE EAST HALF OF THE ADJACENT RIGHT-OF-WAYOF BAFFIE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the property more particularly described herein has voluntarily requested annexation into the City of Winter Park, and

WHEREAS, the annexation of said property meets the criteria established by Chapter 171, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication once a week for two consecutive weeks in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Section 1.02 "Corporate Limits Described," of the Charter Laws of the City of Winter Park be hereby amended and modified so as to annex the property at 600 Baffie Avenue and the east half of the adjacent right-of-way of Baffie Avenue, more particularly described as follows:

Beg @ the SW cor of Lot 6, Blk “A”,Dubsdread Heights, as recorded in Plat Book “J”, Pg. 115, of the PROCFL; run N00˚39’20” W a dist of 18.60 ft more or less along sd W boundary of Lot 6, to the W R/W of I-4; run th S89˚26’31”W a dist of 19.65 ft along the S line of sd Lot 6 to the POB;

and

Beg @ the Sw cor of Lot 6, Blk “A”, Dubsdread Heights, as recorded in Plat Book “J”, Pg. 115 of the PROCFL; RUN S89˚20’40”W, a dist of 25 ft to the centerline of the r/w of Baffie Ave a 50’ r/w ; run th N00˚39’20”W, a dist of 50 ft along the centerline of sd r/w Baffie Ave; run th N89˚20’40”E a dist of 12.31 ft to the SE cor of the property recorded in OR Book 0904, Pg. 4154 of the PROCFL sd. cor being the W r/w I-4; th 22˚39’40”E, a dist of 33.87 ft along W r/w of Line of I-4; run th S00˚39’20E, a dist of 18.6 ft to POB.

SECTION 2. This ordinance shall take effect upon 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 _____, 2012.

_____
Mayor

Attest:

_____
City Clerk

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ☐ N|A	final vote

Subject: REQUEST FOR AN EXTENSION OF THE CONDITIONAL USE APPROVAL FOR THE SUNTRUST BRANCH BANK AT 301 S. NEW YORK AVENUE.

This public hearing is to consider a request to extend, for one additional year, until August 27, 2013, the conditional use approval granted for the new SunTrust drive-thru branch bank location at 301 S. Park Avenue, on the NW corner of New York and New England Avenues. The original "final" conditional use approval was granted in August, 2010 and is good for two years so it is expiring. The lease on the current SunTrust drive-in tellers off Carolina Avenue runs until late in 2013 so that is why they did not proceed immediately with the construction. (See plans and materials attached)

Per code, notice of this public hearing has been advertised and notices have been mailed to all property owners within 500 feet.

Summary:

The Planning Commission and City Commission approved the conditional use approval for SunTrust Bank to develop a drive-in teller facility as it met all of the codes, no variances were granted and the architecture of the project was well received.

Recommendation:

Staff recommendation is for approval.

1031-C West 23rd Street
Panama City, Florida 32405

Phone: 850.563.1490
Fax: 850.563.1495

www.cphengineers.com

July 16, 2012

Mr. Jeff Briggs
Winter Park Planning Department
401 Park Avenue, South
Winter Park. Florida 32789
Phone: (407)599-3440

RE: Conditional Use Permit Extension
SunTrust - 301 S. New York Avenue
CPH Job No. S13322

Dear Mr. Briggs:

On behalf of SunTrust we would like to request a Conditional Use Permit extension. The project name & location is SunTrust Winter Park, 301 S. New York Avenue, Winter Park. Due to the current economic conditions we have temporarily postponed this project and would like to extend the CUP until August 2013. Enclosed you will find CPH Check No. 240711 for the required review fee amount of $600. If you have any questions or require any additional information, please do not hesitate to contact us at (850) 563-1490.

Sincerely,
CPH Engineers, Inc.

Jason Toole, P.E., LEED AP

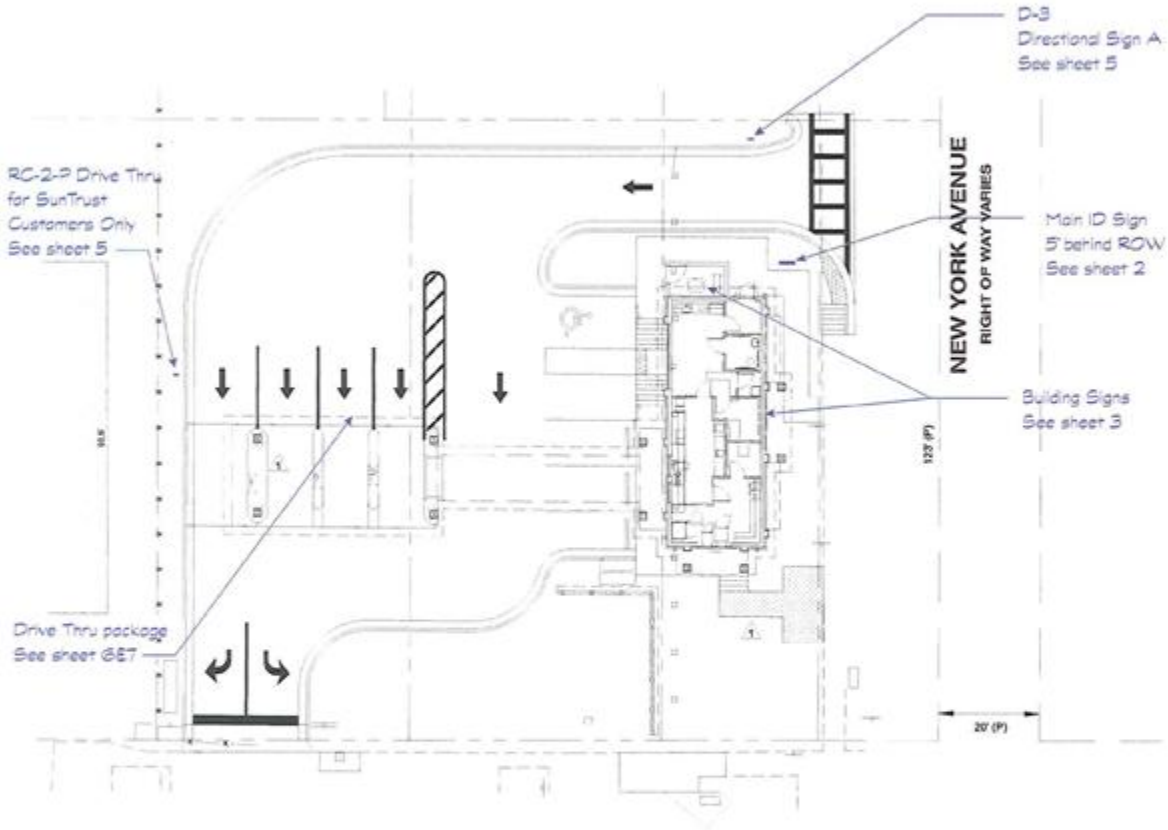
JLT/cfh

Winter Park Zoning

WP_Railroad_Line	C-3A	PQP	R-1AAA
Winter Park Boundary	I-1	PR	R-2
C-1	O-1	PURD	R-3
C-2	O-2	R-1A	R-4
C-3	PL	R-1AA	

CITY OF WINTER PARK FLORIDA ESTABLISHED 1882 CITY OF CULTURE AND HERITAGE

mark III signs



SITE PLAN

SCALE: 1" = 60'

SUNTRUST

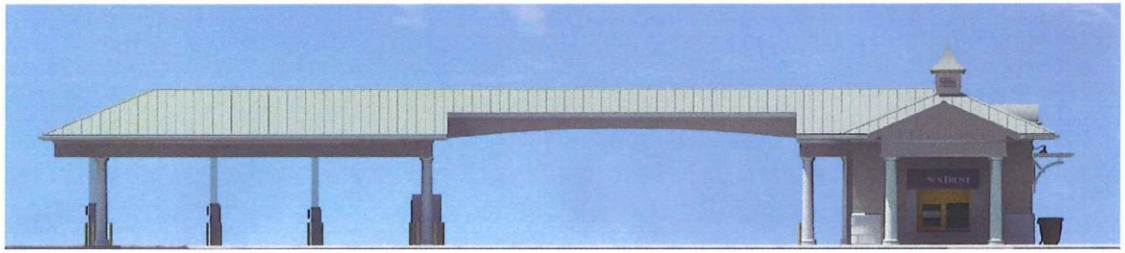
Sign Package
Winter Park Branch

Table of Contents

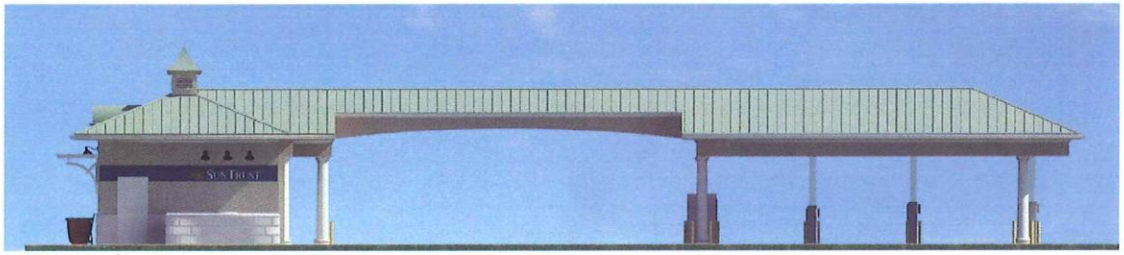
mark III signs	JOB NAME: SunTrust Winter Park	DESIGNER: JMC	DATE: 7/5/10	REVISIONS:	CUSTOMER APPROVAL:	DRAWING 1 of 7
	PROJECT ADDRESS: New York Ave Winter Park FL	CUSTOMER REP: Ron Wright	FILE NAME: STFLWinterPark.ai		SIGNATURE / NAME	

East Elevation

West Elevation



South Elevation



North Elevation

Proposed SunTrust Bank Drive-Thru Facility Winter Park, Florida

Robert Reid Wedding
Architects & Planners, AIA, Inc.
Tampa, FL (813)879-6996
Ft. Lauderdale, FL (954)492-9910

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	George Wiggins Building & Code Enforcement	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	Tree Preservation Board Planning & Zoning Board	■ yes ☐ no ☐ N|A	6-0 7-0 final vote

subject

Amended City Tree Preservation Ordinance

motion | recommendation

Approve Ordinance and approve reducing Tree Preservation Board appeal fee from $100 to $35.

summary

With the permission of the City Commission, over the last several months, the Tree Preservation Board reviewed the City's current Tree Preservation Ordinance, including the process of tree removal permits, method(s) of compensation for removal of protected trees, uses of the Tree Replacement Trust Fund and others areas recommended by staff that needed fine tuning. The Board completed their review and unanimously approved an ordinance incorporating proposed changes to the current Tree Preservation Ordinance. This Ordinance with minor changes added (after hearing comments from the City Commission) was then heard by the Planning and Zoning Board on 8/7/12. P&Z is charged with making recommendations on "all maters dealing with the development of land in the city" and must also review these land development related ordinance changes.

In addition, the Tree Preservation Board recommended changing the City Fee Schedule to reduce the cost of appeals to from $100 to $35 so as not to be a deterrent for citizens who choose to appeal a tree removal permit denial or compensation placed as a condition of issuing a permit.

The following items summarize the proposed changes in the Ordinance:

Sec. 58-284. - Tree removal permits (b)

Staff initiated to clarify that a tree removal permit is NOT required for trees that have come down due to acts of nature such as storms, fire or natural decay.

Sec. 58-286 Tree removal permit procedure

(d)*Appeals.*

Board initiated to reduce the financial compensation required from 1 ½ times the dbh of the tree to 1 times the dbh in the schedule of fees. The current compensation rate is $110 per inch of tree diameter.

Sec. 58-287. - Tree replacement and financial compensation requirements.

(1)Tree replacement

Board initiated to encourage tree re-planting rather than paying compensation by requiring prescribed sizes and numbers of replacement trees based on the size of the protected tree(s) being removed. The applicant may choose to provide actual tree replantings, financial compensation or a combination of both with fees determined by the Schedule of Fees adopted by the City Commission.

3 categories of protected shade trees are listed in the ordinance:
1) Protected tree: any shade tree with a dbh greater than 9 inches
2) Specimen tree: any shade tree with a dbh of 24 inches and less than 48 inches.
3) Historic tree: any shade tree with a dbh greater than 48 inches.

Compensation by replanting trees:

Compensation for removing a **non-specimen (protected) tree** is:
Replanting of one 3 inch tree if the tree being removed is less than 19 inches in dbh or replanting of two 3 inch trees if the dbh of the tree to be removed is between 19 inches and 24 inches.

Compensation for removing a **specimen tree** is:
Replanting four (4) trees with a dbh equal to or greater than three inches. Two of the trees may be replaced by one tree with a dbh of at least 4 ½ inches

Compensation for removing a **historic tree** is:
Replanting two (2) trees with a dbh equal to or greater than four and one half inches.

In addition, multiple understory trees may be approved as replacement trees with a cumulative caliper of at least six inches and shall be planted on the same property where the tree was removed

Compensation by paying financial compensation:

Compensation for removing any **protected tree** shall equal the rate per caliper inch set by the city commission in the schedule of fees multiplied by the caliper inches of protected trees removed & shall be paid into the Tree Replacement trust fund. A combination of replanting and payment of financial compensation is permitted also.

Sec. 58-289. - Tree replacement trust fund.

Board initiated to limit use of fund as indicated below:

(a) There is hereby created a tree replacement trust fund. All funds collected as tree replacement fees shall be administered by the director of parks and recreation or designee.

(b) Disbursements from the tree replacement trust fund shall be made only for the following purposes:

(1)Purchasing trees for planting and any associated costs in accordance with the city's tree planting program; or

(2)~~Purchases necessary for improvements (except vehicles), including contract services for the city's tree nursery or~~, For educational purposes as provided in Section 58-283(d((7).

(3)Protection of trees *and enforcement of this ordinance*.

NOTE: In item (3) above the Tree Preservation Board had recommended removing "enforcement of this ordinance" as a potential item that can be subsidized from the Tree Fund, however, the Planning & Zoning Board asked that this potential use of the fund remain in the Ordinance.

Sec. 58-300 Enforcement and Authority to Enforce Division 6 "Tree Protection"

Staff initiated to clarify notification, enforcement and appeal process to have hazardous or dead trees removed. Currently we utilize the City's Property and Building Maintenance Code for enforcement action related to dead or hazardous trees. This was added as the appropriate location (ordinance) to address the issue of dealing with hazardous trees and to allow any potential appeal to come before the Tree Preservation Board.

board comments

The main focus of the Tree Preservation Board in proposing these changes is to develop criteria that will act as incentives to replant trees that are permitted to be removed. The incentive is based in reducing the financial compensation requirement while establishing prescriptive standards by delineating what tree sizes must be replanted to satisfy the removal of the various sizes of protected, specimen and historic trees.

The Planning & Zoning Board also reviewed the reduced compensation provisions and accepted this mechanism as a potential incentive to achieve replanting more trees. The Board did not agree with removing "enforcement of this ordinance" as one of the potential uses of the Tree Replacement Fund as proposed and recommended leaving that option in the Ordinance. Although the Tree Replacement Fund has never been used to fund enforcement of the Ordinance, they felt that the Commission should retain that flexibility. With that one amendment the Planning and Zoning Board unanimously recommended approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE OF WINTER PARK, FLORIDA, CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE V, "ENVIRONMENTAL PROTECTION REGULATIONS", DIVISION 6, "TREE PRESERVATION AND PROTECTION", SO AS TO AMEND TREE REMOVAL COMPENSATION REQUIREMENTS, AMEND USE OF THE TREE REPLACEMENT FUND, PROVIDE EXEMPTION FROM REQUIRING A TREE REMOVAL PERMIT, CLARIFY TREE MAINTENANCE DUTY OF CITY AND PROPERTY OWNERS, AND ESTABLISH ENFORCEMENT PROCEDURE FOR REMOVING HAZARDOUS TREES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in recognizing that trees benefit the City by decreasing urban noise and air pollution, conserving energy, minimizing flooding, providing food and cover for beneficial urban wildlife and providing value and stability to business and residential neighborhoods;

WHEREAS, the establishment of policies, regulations and standards are necessary to ensure that the city continue to realize the benefits provided by its urban forest as recognized as "Tree City USA" by the Florida Department of Urban Forestry;

WHEREAS, the Tree Preservation Board has considered and approved amendments to the Tree Preservation and Protection Ordinance which will provide incentives for replacement of protected shade trees removed, simplifies the process of removing protected trees and substantially reduces the financial compensation for tree removal;

WHEREAS, the City's Planning and Zoning Board reviewed these amendments and found them consistent with the City's Comprehensive Plan;

WHEREAS, the City Commission hereby approves these amendments as in the best interests of the citizens; and

WHEREAS, words with <u>underlined</u> type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

SECTION 1. That Chapter 58 "Land Development Code," Article V "Environmental Protection Regulations" of the Code of Ordinances is hereby amended and modified by amending Sections 58-284(b), 58-286(d), 58-287, 58-289(b), and adding a new subsection (e) to 58-300, to read as follows:

Sec. 58-284. - Tree removal permits

*** * ***

(b)Trees requiring tree removal permits. It shall be unlawful to cut down, destroy, improperly prune, remove, top, or move any protected or replacement tree, or to authorize the cutting down, destruction of, removal of, topping of, moving of, or damage to, any protected or replacement tree within the city, without prior issuance by the city of a tree removal permit approving the act or acts, or a removal authorization by the city, as further described in this division; provided, however, that these requirements do not apply to trees specifically designated as exempt from this division in section 58-284

Exception: The removal of protected trees that fall or the removal of limbs of protected trees which have fallen due to acts of nature such as storms, fire or natural decay shall not require a tree removal permit.

For all properties, any protected tree, excluding those exempted in subsection 58-284(a) or (b), shall require a permit prior to removal.

Removal of any protected tree that is determined to be dead, beyond recovery or hazardous by the city shall require a tree removal permit except as provided herein. In case of an emergency a tree may be removed as authorized by the city. (See section 58-283)

*** * ***

Sec. 58-286 Tree removal permit procedure

(d)*Appeals.*

*** * ***

(4)If the city commission upholds the decision of the tree preservation board to deny granting a tree removal permit, then the applicant may ultimately remove the subject tree(s) after a 60-day period and after notification of the intent to remove the subject tree(s) at the end of the 60-day waiting period in writing. Replacement compensation shall be provided ~~at the rate of 1½ times the~~ in accordance with the replacement compensation required in section 58-287(2). Removal of subject tree(s) prior to the end of the 60-day period shall require the same compensation as an unpermitted tree removal. (see section 58-299).

Sec. 58-287. - Tree replacement and financial compensation requirements.

Conditions for approval of a tree removal permit shall include tree replacement, ~~and/or~~ financial compensation or a combination of tree replacement and financial compensation.

Tree replacement may be made in the form of planting replacement tree(s) on the subject property or other property within city limits or public property with city approval in accordance with the following criteria:

(1)*Tree replacement*. Protected trees of any dbh requested to be removed because they are deemed to be dead or beyond recovery, hazardous, or deteriorated shall be replaced with one approved replacement tree having a minimum caliper of three inches.

Protected trees requested to be removed and not deemed to be dead or beyond recovery, hazardous, or deteriorated shall be replaced with one approved replacement tree or trees as follows:

a. Replacement of non-specimen protected trees shall require replacement by one or two trees with a dbh equal to or greater than three inches based on the dbh of the tree to be removed. If the dbh of the tree to be removed is less than 19 inches, then one replacement tree is required to be replanted. If the dbh of the tree to be removed is between 19 inches and 24 inches, then two replacement trees are required to be replanted. ~~be based on a one-to-one (1:1) ratio of the cumulative dbh of the protected trees removed.~~

b. Replacement of a specimen tree (24 inches dbh or greater) shall require replacement by four (4) trees with a dbh equal to or greater than three inches. Two of the trees may be replaced by one tree with a dbh of at least 4 ½ inches.~~be based on a two-to-one (2:1) ratio of the cumulative dbh of the protected tree(s) removed.~~

c. Replacement of a historic tree (48 inches dbh or greater) shall require replacement by two (2) trees with a dbh equal to or greater than four and one half inches.

d. ~~c.~~ Multiple understory trees may be approved as replacement trees with a cumulative caliper of at least six inches and shall be planted on the same property where the tree was removed. ~~Replacement of historic trees shall be based on a three-to-one (3:1) ratio of the cumulative dbh of the protected tree(s) removed.~~

e.~~d~~. No single replacement shade tree shall have a caliper of less than three (3) inches. No single replacement understory tree, if approved, shall have a caliper of less than two inches.

f. ~~e~~.If understory trees are approved as replacement, the caliper inches required shall be double that required when using approved shade trees.

~~f.At least one tree used for replacement of each specimen tree or historic tree shall have a caliper of no less than 4½ inches.~~

~~g.Tree replacement may be made in the form of planting replacement tree(s) on the subject property or other property within city limits or public property with city approval.~~

g.~~h~~. Any tree removed from ~~a non-R1 or R2~~ property not zoned for one or two family dwellings that removes the property's compliance with the Division 8, Landscape Regulations ~~needs to~~ must be replanted on the same property.

h.~~i~~. Replacement trees may count toward meeting the planting requirements of Division 8, Landscape Regulations.

i.~~j.~~ All replacement trees shall adhere to the current guidelines established by the Florida Grades and Standards for nursery-grown trees and must be Florida grade #1 or better. Replacement trees shall be installed with their top main root one inch above the surrounding grade.

j.~~k.~~ Replacement tree(s) shall be maintained and warranted to survive for a period of one year from installation. Trees not deemed to have satisfactorily survived shall be replaced with new tree(s) of the same size. Replacement tree(s) shall comply with the same maintenance and replacement warranty as the original replacement tree(s) and the warranty period will restart at the date of replanting. In the event that a tree planting is approved on public property or city rights of way, maintenance fees as established by the city commission may be assessed as part of the permit process.

k. Minor deviations regarding the required replacement trees in this section may be determined by the city based on the condition of the tree(s) being removed and other conditions that exist on the subject property. **Minor deviations shall include considering any adjustments in the required tree replacement based on existing conditions on the property such as existing tree canopy coverage of the property, topography, space available for planting or similar criteria.**

(2) ***Financial compensation.*** Caliper inches not planted as replacement trees are to be compensated by payment to the tree replacement trust fund ~~at a rate per caliper inch set by the city commission in the schedule of fees.~~

Compensation shall equal the rate per caliper inch set by the city commission in the schedule of fees multiplied by the caliper inches of protected trees removed.

~~When the cumulative caliper inches of replacement trees is insufficient to meet the replacement requirements referenced in (a) below, financial compensation shall be paid to the tree replacement trust fund.~~

a. Compensation is established in the schedule of fees and shall be dispersed per section 58-289 “Tree replacement trust fund”.
~~b. In the event that a tree planting is approved on public property or city right of ways, maintenance fees as established by the city commission may be assessed as part of the permit process.~~
b. ~~c.~~ A stop work order may ~~shall~~ be issued for any development or active construction project until all applicable permit compensation conditions are satisfied.
c. ~~d. No~~ The certificate of occupancy or certificate of completion shall not be issued for any development until all applicable permit conditions have been satisfied.
d. ~~e. No~~ A tree removal permit shall not be issued until the required financial compensation for removal is paid.
e. When more than one tree is permitted to be removed, the total dbh of the protected trees to be removed shall provide the basis for compensation.

*** * ***

Sec. 58-289. - Tree replacement trust fund.

(a) There is hereby created a tree replacement trust fund. All funds collected as tree replacement fees shall be administered by the director of parks and recreation or designee.

(b) Disbursements from the tree replacement trust fund shall be made only for the following purposes:

(1) Purchasing trees for planting and any associated costs in accordance with the city's tree planting program; or

(2)~~Purchases necessary for improvements (except vehicles), including contract services for the city's tree nursery or~~, For educational purposes as provided in Section 58-283(d((7).

(3) Protection of trees and enforcement of this ordinance.

(c) Fees for the tree replacement trust fund are established by the city commission in the schedule of fees.

(d) Fees for the tree replacement trust fund shall be reviewed annually by the city commission to reflect cost of living adjustments and/or market conditions and may be modified by approval of the city commission. In establishing fees, the city shall consider the cost of material, labor, transportation, planting, watering and mortality rate of replacement trees.

Sec. 58-299. - Penalties for tree removal without required permit or for tree damage.

(a) Any protected tree(s) removed without a permit or destroyed or receiving major damage in violation of this division must be replaced and/or compensated at the rate of twice the requirements of section 58-287

*** * ***

Sec. 58-300 Enforcement and Authority to Enforce Division 6 "Tree Protection"

*** * ***

(e) Failure to remove or otherwise make safe any hazardous or dead tree (protected or unprotected) shall constitute a violation of this Article and may result in giving notice to the owner or the agent of the owner an order to correct the violation by either removing the entire tree or hazardous limb(s) of the tree or the City will take the necessary action to remove the tree or hazardous limb(s) of the tree and assess all costs incurred by the City to the owner of the property plus an administrative fee as established under the City's Schedule of Fees as determined by the City Commission. Where the full amount due the city is not paid by such owner or agent of the owner within 30 days after invoicing the owner for removing the hazardous or dead tree or limb(s) such charges shall be declared a lien on the property. In addition, nothing shall prevent the city from pursuing other legal courses of action to correct the violation including referring the matter to the Code Enforcement Board. Appeals of an order to remove a tree or hazardous limb(s) of a tree will be heard by the Tree Preservation Board and must be filed with the City within 30 days of receipt of notice or within 30 days of posting the property with a notice to remove the tree or hazardous limb(s). An appeal must include payment of required fee and provision of documentation verifying the health of the tree and any other information which will justify withdrawing the order to remove the tree or hazardous limb(s). Appeals of the decision of the Tree Preservation Board on this matter shall be taken to the Code Enforcement Board.

SECTION 2. 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 3. All ordinances or portions or ordinances in conflict herewith are hereby repealed, any part of this ordinance declared to be unlawful by any court shall not constitute repeal of the remainder of the ordinance.

SECTION 4. 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. 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 _____, 2012.

_____
Mayor Kenneth W. Bradley

ATTEST:

_____

City Clerk Cynthia S. Bonham

PROPOSED TREE ORDINANCE

Comparison of tree removal compensation with current ordinance

TYPE & SIZE OF PROTECTED TREE AT DBH (DIAMETER AT BREAST HEIGHT)	CURRENT ORDINANCE	PROPOSED ORDINANCE
PROTECTED TREE: 9 INCH	REPLANT 9 INCHES OF TREES OR PAY $990 OR PROVIDE COMPENSATION EQUAL TO COMBINATION OF REPLANTING & MONETARY PAYMENT	REPLANT ONE 3 INCH TREE OR PAY PAY $990 COMPENSATION
PROTECTED TREE: 20 INCH	REPLANT 20 INCHES OF TREES OR PAY $2,200 OR PROVIDE COMPENSATION EQUAL TO COMBINATION OF REPLANTING & MONETARY PAYMENT	REPLANT TWO - 3 INCH TREES OR PAY $2,200 COMPENSATION
SPECIMEN TREE: 30 INCHES	REPLANT 60 INCHES OF TREES OR PAY *$6,600* OR PROVIDE COMPENSATION EQUAL TO COMBINATION OF REPLANTING & MONETARY PAYMENT	PLANT FOUR - 3 INCH TREES OR TWO - 3 INCH TREES & ONE – 4 ½ INCH TREE OR PAY $3,300 OR PROVIDE COMBINATION OF PLANTING & MONETARY PAYMENT
HISTORIC TREE: 50 INCHES	REPLANT 150 INCHES OF TREES OR PAY $16,500 OR PROVIDE COMPENSATION EQUAL TO COMBINATION OF REPLANTING & MONETARY PAYMENT	PLANT TWO – 4 ½ INCH TREES OR PAY $5,500 OR PROVIDE COMBINATION OF PLANTING & MONETARY PAYMENT

AS SEEN IN THIS COMPARISON, THE FINANCIAL COMPENSATION IS SIGNIFICANTLY LESS IN THE PROPOSED ORDINANCE IN ORDER TO INCENTIVIZE REPLANTING OF TREES RATHER THAN PAYING INTO THE TREE REPLACEMENT TRUST FUND. IN THE CURRENT ORDINANCE SPECIMEN TREES REQUIRE 2 TIMES THE COMPENSATION OF A NON-SPECIMEN PROTECTED TREE & HISTORIC TREES REQUIRE 3 TIMES THE COMPENSATION.

city commission public hearing

item type	Public Hearing	meeting date	August 27, 2012
prepared by department division	Dori Stone Economic Development/CRA	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Resolution of Support to recognize IRadmed Corporation as a Qualified Target Industry Business and commit local financial support for the Qualified Target Industry Tax Refund Program

motion | recommendation

Approve the resolution and, upon approval by Orange County Commission of the county's portion of the local financial support, commit $5,000 annually for three years ($15,000 total) to provide the 20% program match

summary

City staff was contacted by Orange County Economic Development and the Metro Orlando EDC to participate in a QTI application by a local business that is interested in moving their corporate headquarters and R&D facilities from unincorporated Orange County to Winter Park.

IRadmed Corporation is an industry leader in MRI compatible monitoring systems and had delivered systems to over 1000 hospitals around the world. In order to stay on the cutting edge of a fast-changing technology, IRadmed Corporation requires immediate expansion of their R&D facilities and with that, their corporate headquarters.

IRadmed Corporation plans to create between 25 and 40 highly skilled jobs over the next three years at an average annual salary greater than 150% of the prevailing average wage in Orange County. The combined local financial support between the city of Winter Park and Orange County will be $30,000. The City and the County anticipate funding a 50/50 share of the local match over the three year period.

This project is time sensitive since the location that the owner wishes to acquire is in a competitive location. Staff sent a letter preserving inducements to Enterprise Florida asking for consideration of this project as a QTI candidate. The next step is for consideration of this resolution to both recognize the project as a QTI Business and provide the local match in partnership with Orange County. City funding is subject to IRadmed Corporation meeting all the statutory requirements of the QTI program and an affirmation and obligation of support by Orange County.

Funds area available in the Economic Development Department budget. Staff would recommend approval of this request and encumbrance of the City’s share of assistance.

board comments

N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA RECOMMENDING THAT IRADMED CORPORATION BE APPROVED AS A QULAIFIED TRAGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUETES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park is entering into a Qualified Target Industry Tax Refund Program in cooperation with Orange County and the State of Florida; and

WHEREAS, the purpose of the Qualified Target Industry Tax Refund Program is to retain and expand job opportunities within the City of Winter Park and part of the program is to provide certain tax refund benefits to targeted industries; and

WHEREAS, IRadmed Corporation has made a complete application for participation in the Tax Refund Program to the State of Florida in an expeditious manner;

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 hereby recommends that IRadmed Corporation be approved as a Qualified Target Industry Business pursuant to Section 288.106, Florida Statutes.

Section 2. The necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Round Program has been identified in the amount of $30,000 20 (20% OF $150,000). Subject to approval by the Orange County Board of County Commissioners, fifty percent (50%) of said local contribution shall be paid by Orange County and fifty percent (50%) shall be paid by the City of Winter Park. The amount will be paid over a three year period to the Florida Economic Development Trust Fund as tax refunds become due with the stipulation that these funds are intended to represent the local financial support required by Section 288.106, Florida Statutes and are conditional upon the applicant meeting all statutory requirements of the program

Section 3. This resolution 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 27th day of August, 2012.

_____
Kenneth W. Bradley, Mayor

ATTEST:

_____
Cynthia S. Bonham, City Clerk

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

ECONOMIC DEVELOPMENT/
CRA DEPARTMENT

P 407.599.3398

F 407.599.3499

www.cityofwinterpark.org

August 15, 2012

Mr. Matt Lowell
Manager of Business Development
Enterprise Florida
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803

RE: Preservation of Inducement for IRadimed Corporation

Dear Mr. Lowell:

On behalf of the City of Winter Park, I am requesting a letter preserving inducement (LPI) regarding a Qualified Target Industry (QTI) Tax Refund that has been submitted by the client company and the Metro Orlando EDC. The City is partnering with Orange County in providing the local financial support required under the QTI program.

IRadimed Corporation is an industry leader in MRI compatible monitoring systems and has delivered systems for over 1000 hospitals around the world. In order to stay on the cutting edge of a fast-changing technology, IRadimed Corporation requires immediate expansion of their R&D facilities currently located in unincorporated Orange County, Florida and has targeted a facility that could house their entire operation and expand their company in the city limits of Winter Park.

IRadimed plans to create between 25 and 40 highly skilled jobs over the next three years at an average annual salary greater than 150% of the prevailing average wage in Orange County. The combined local financial support between the city of Winter Park and Orange County will be $30,000. The City and the County anticipate funding a 50/50 share of the local match over the three year period.

A resolution supporting this project is scheduled for the Winter Park City Commission meeting on August 28, 2012. In order for IRadimed Corporation to take advantage of the opportunities that have presented themselves regarding expansion, the company needs to take immediate action on a building that would meet their needs. To facilitate this acquisition, I am requesting a LPI for this project, which would allow them to move forward in the acquisition without jeopardizing the request in the QTI Program or any other incentive agreements with the state of Florida.

Thank you for your consideration of this request and if you have any further questions, please let me know.

Sincerely,

Dori Stone

Dori D. Stone, AICP
Director

cc: Mayor and Commissioners
Randy Knight, City Manager
Eric Ushkowitz, Orange County
Irma Stenman, Metro Orlando EDC

RESOLUTION NO. 2052-10

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA DEFINING THE ECONOMIC DEVELOPMENT/CRA DEPARTMENT OF THE CITY OF WINTER PARK AS THE CITY'S LOCAL ECONOMIC DEVELOPMENT AGENCY FOR THE CITY OF WINTER PARK PURSUANT TO THE REQUIREMENTS OF CHAPTER 288.106(3)(a)(9), FLORIDA STATUTES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park is entering into a Qualified Target Industry Tax Refund Program in cooperation with Orange County and the State of Florida; and

WHEREAS, the purpose of the Qualified Target Industry Tax Refund Program is to retain and expand job opportunities within the City of Winter Park and part of the program is to provide certain tax refund benefits to targeted industries; and

WHEREAS, assignment and recognition of a Local Economic Development Agency within the City of Winter Park provides for the submittal of an application for participation in the Tax Refund Program to the State of Florida in an expeditious manner.

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 hereby designates the Economic Development/CRA Department as the City's Local Economic Development Agency for the City of Winter Park pursuant to Chapter 288.106(3) (a) (9), Florida Statutes.

Section 2. This resolution 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 10th day of May, 2010.

Kenneth W. Bradley

Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham

Cynthia S. Bonham, City Clerk