



# city commission agenda

## Regular Meeting Commission Chamber

June 24, 2013  
3:30 p.m.

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](http://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 Dean Patrick Powers, Knowles Chapel Rollins College Pledge of Allegiance

#### 3 Approval of Agenda

#### 4 Mayor's Report

- Presentation of check from the Kenneth and Rachel Murrah City of Winter Park Tree Fund
- Operational Excellence Award for the Swoop Water Treatment Plant from FDEP
- David York Award - Water Reuse Award System of the Year from Florida Water Resources Commission
- Presentation - **Spring Webisode "Winter Park Country Club & Golf Course"** presented by the Communications Dept. & Full Sail University's SPARK Program
- Proclamation - Parks and Recreation Month
- Board re-appointment - Sandy Modell, Police Pension Board (appointed by the Pension Board)

30 minutes

<b>5 City Manager's Report</b> a. Strategic planning session items for discussion b. Capen House update	<b>Projected Time</b> 20 minutes 5 minutes
<b>6 City Attorney's Report</b>	<b>Projected Time</b>
<b>7 Non-Action Items</b> a. Discussion of potential redevelopment projects b. Financial Report – April 2013 c. Organizational support d. Discuss the process to review demolitions and the City's historical preservation ordinance	<b>Projected Time</b> 20 minutes 10 minutes 30 minutes 30 minutes
<b>8 Citizen Comments   5 p.m. or soon thereafter</b> <b>(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
<b>9 Consent Agenda</b> a. Approve the minutes of 6/10/13. b. Approve PR 152370 to Gibbs & Register Inc. for site work for the Interlachen bricking project; \$60,767.39.	<b>Projected Time</b> 5 minutes
<b>10 Action Items Requiring Discussion</b> a. Mead Botanical Garden lease term extension b. Appoint the voting delegate for the August 15-17, 2013 Florida League of Cities' Annual Conference c. CRA parking study d. Winter Park Electric Power Supply	<b>Projected Time</b> 10 minutes 5 minutes 30 minutes 30 minutes
<b>11 Public Hearings</b> a. <u>Requests of the Winter Park Hospital:</u> - Conditional use approval to construct one story, 8,040 square feet of additions to the existing 14,888 square foot cancer care medical facility office building at 2100 Glenwood Drive, Zoned Office O-2. b. <u>Request of the Winter Park Hospital:</u> - Final approval of the plans for the parking garage as approved in the Winter Park Hospital master plan. c. <u>Request of the First Green Bank:</u> - Conditional use approval to establish a branch bank location at 862 S. Orlando Avenue within the existing building and to construct new remote drive-thru teller lanes on the adjacent property at 1161 Minnesota Avenue, zoned C-3 and O-1.	<b>Projected Time</b> 20 minutes 15 minutes 15 minutes

- |   |                   |
|---|-------------------|
| <p>d. <u>Request of David Weekly Homes:</u></p> <ul style="list-style-type: none"> <li>- Subdivision approval to split the property at 250 W. Lyman Avenue, zoned R-2, into six lots. The subdivision will consist of four duplex lots of 9,000 square feet fronting on Lyman Avenue and two single family home lots of 6,000 square feet fronting on Comstock Avenue which meet or exceed the requirements for R-2 lots.</li> </ul>  | <p>20 minutes</p> |
| <p>e. <u>Request of Lakeside Winter Park LLC:</u></p> <ul style="list-style-type: none"> <li>- Final conditional use approval for approximately 36,000 square feet of retail, restaurant and office space on the properties at 111 and 131 North Orlando Avenue, zoned C-3.</li> </ul>  | <p>20 minutes</p> |
| <p>f. <b>Ordinance</b> – Renaming the portion of Loch Lomond Drive between Glenwood Drive and Mizell Avenue as North Edinburgh Drive and renaming that section of Edinburgh Drive between Mizell Avenue and Dundee Drive as South Edinburgh Drive (1)</p>   | <p>10 minutes</p> |
| <p>g. <b>Ordinance</b> – Establishing hours of operation for State license massage therapy businesses and to prohibit residential use of such commercial and office space (2)</p>   | <p>5 minutes</p>  |
| <p>h. <b>Ordinance</b> – Amending Section 42-1, Definitions, and 42-7, <b>Qualification of Candidates and Clerk’s Certification, of Chapter 42, Elections, to add definitions for “Qualification Deadline”, “Qualification Documents”, and “Qualification Period”, and to clarify qualification requirements (2)</b></p>  | <p>5 minutes</p>  |
| <p>i. <b>Ordinance</b> – Adopting the City seal retroactive to the formal adoption of the seal on May 10, 2004 (2)</p>  | <p>5 minutes</p>  |
| <p>j. <u>Request of the Jewett Orthopedic Clinic:</u></p> <ul style="list-style-type: none"> <li>- <b>Ordinance</b> – Amending the Comprehensive Plan the Future Land Use designations of Medium Density Residential to Parking Lot on the rear of the property at 1285 Orange Avenue and on 951 and 955 Oak Place and to Office Future Land Use on the south 10 feet of 955 Oak Place (2)</li> <li>- <b>Ordinance</b> – Amending the official zoning map to change the Medium Density Multi-Family Residential (R-3) District zoning to Parking Lot (PL) district on the rear of the property at 1285 Orange Avenue and on 951 and 955 Oak Place and to Office (O-1) District on the south 10 feet of 955 Oak Place (2)</li> </ul> | <p>10 minutes</p> |

## **12 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."





# city commission city manager's report

item type City Manager's Report

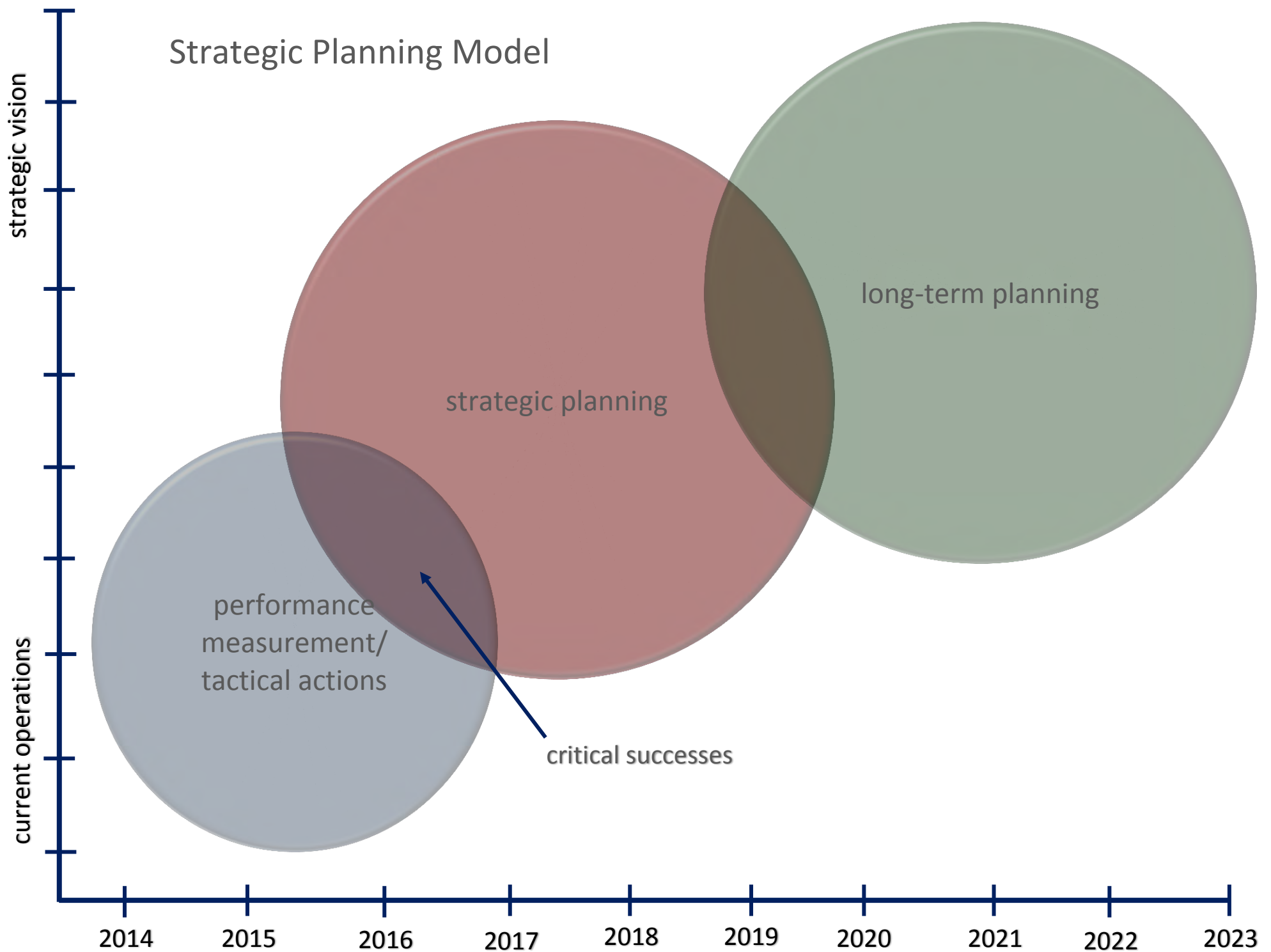
meeting date June 24, 2013

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
Lee Road Median Update	Revised permit documents for palm trees submitted and currently under review. Expect permit in two weeks.	June 2013
Fairbanks Improvement Project	<p>Contract has been awarded to Masci General Contractor, Inc.</p> <p>Progress Energy continuing to study transmission/distribution lines between I-4 and 17-92. FDOT has approved funding for PEF project engineering. PEF has draft engineering agreement.</p> <p>Project website has been set up at <a href="http://www.cityofwinterpark.org/fairbanks">www.cityofwinterpark.org/fairbanks</a></p>	<p><u><b>Construction Project</b></u> <u><b>On schedule</b></u> <u><b>Communication Notices</b></u></p> <ul style="list-style-type: none"><li>• <i>Force main work complete.</i></li><li>• <i>Jackson lift station is largely complete.</i></li><li>• <i>Gravity sewer is complete.</i></li><li>• <i>Streetlight conduit and pole foundations are complete.</i></li><li>• <i>Decorative lights installed.</i></li><li>• <i>Mast arm foundations and poles complete.</i></li><li>• <i>Contractor working on installing laterals. Work began at I-4 and is progressing to the East. Approximately 70% done. Sidewalk 90% complete.</i></li></ul>
Tree Team Updates	Individual educational sessions are currently occurring with the City Commission.	June 2013
Wayfinding Signs	All non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. Private property agreements for nine (9) locations in process.	Installation of FDOT signs is approximately 80% complete.
ULI Fairbanks Avenue TAP	Staff is working on the vision session and is scheduling a date.	July 2013
Post Office Discussions	Work session with Congressman Mica held on April 15, 2013. Staff to develop a plan based on information revealed at meeting.	

Organizational Support	Will be discussed along with preliminary FY14 budget	June 24, 2013
Utility Billing/Recurring credit cards	Staff is coordinating efforts between the new bill payment and presentment <b>program and the City's cash receipting</b> and utility billing application. Testing of the receipting process is being completed.	July 2013
Amtrak/SunRail Station	Floor slab and walls being constructed.	Building complete December 2013 SunRail complete May 2014
Quiet Zones	FDOT consultant still reviewing concept plans.	July 2013
Wholesale Power Supply	Ongoing negotiations with multiple suppliers.	June 24, 2013
Territory/CR-3 Negotiations	Ongoing discussions with Progress Energy/Duke	July 2013
New Hope Baptist Church Project	<p>They have resubmitted their request for status change as a Religious Exempt child Care Facility which takes about 2-3 weeks to receive new license number for DCF. After that is received, DCF will come and review their compliance with its standards for health, safety and sanitation of their facilities. They will then receive the green light to open. They have received power to both portables which now allows them to move forward with the skirting and landscaping.</p> <p>Pastor was contacted twice for update and stated skirting is to be added very soon (perhaps in a week). Safety barrier remains in place and is checked regularly.</p>	Fall of 2013 (per Pastor)
Downtown Parking Study	Draft has been received and is being reviewed. Additional information has been requested of consultant. Anticipate bringing back to Commission in June.	June 24, 2013

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.



Demonstration of the model using few sample projects:

Sample Projects	Performance Measurement/ Tactical Actions	Strategic Planning	Long-Term Planning
Fairbanks Avenue	Upgrade infrastructure: sewer system, electric undergrounding  Implement ULI study findings	Encourage redevelopment of Fairbanks Avenue	Diversify commercial tax base  Improve diversity of commercial corridor  Welcoming gateway
ISO Rating	Rapid response time Regular training Excellent water system	Achieve ISO Class 1 rating	Reduction of damage and property loss due to fires
Electric Undergrounding	Ensure profitability of electric operations to provide funding for undergrounding of overhead wires	Adopt a policy and timeframe to rank, resource, and implement undergrounding	Eliminate power loss due to trees and animals  Dramatically improve reliability



# city commission agenda item

item type	Non-Action Item	meeting date	June 24, 2013
prepared by department division	Dori Stone Economic Development/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A 8-0 final vote		

## subject

Discussion of Potential Redevelopment Projects

## motion | recommendation

N/A

## background

At their meeting on June 10, 2013, the City Commission requested information from staff regarding three different redevelopment opportunities that are under consideration within the downtown corridor of Winter Park. These concepts include:

- Expansion and redevelopment of Multi-purpose fields at the City's MLK Park
- Redevelopment of Harper Shepard Baseball Stadium by Rollins College
- Concept regarding redevelopment of property along Orlando Avenue and potential partnership to use public parking at the Rachel Murrah Civic Center parking lot

MLK Park Redevelopment - The expansion and redevelopment of the multi-purpose fields at MLK Park is the most active of these concepts. Rollins College has submitted an application for a land use change and rezoning to the Planning Department that is currently in the review process. Should the land use change and rezoning be approved, this proposal incorporates the potential relocation of the softball stadium and conversion of that site to three lighted multi-purpose fields at MLK Park.

The applicant's representative and the city staff have created a schedule that would bring this item through the Planning and Zoning Commission and the Parks and Recreation Board for review prior to a recommendation from the City Commission. That schedule anticipates a July 2013 public hearing. Draft concept plans are attached for informational purposes only.

Harper Shepard Field Renovations – Staff has received no application from Rollins College regarding a proposed renovation to Harper Shepard Field. City staff is aware and has been in discussions with Rollins College about the advantages and benefits of a Class A Minor League baseball team co-locating with Rollins College at this site. To date, the city is not aware of any firm partnerships that facilitate this cooperative use.

Orlando Avenue Redevelopment/Joint Use Parking – Staff is aware that a property owner along Orlando Avenue is interested in redeveloping his site into a mixed use project. During very preliminary discussions about the redevelopment potential of the site, the party interested in redeveloping the parcel has asked staff to consider allowing the private development to expand the Civic Center parking lot into a garage for joint use. Using city property for this type of use is a



policy decision by the City Commission. While staff is interested in possible terms, the Commission would need to direct staff to enter into discussions regarding possible terms for this facility to be brought back to the Commission for consideration at a later time.

## **alternatives | other considerations**

N/A

## **fiscal impact**

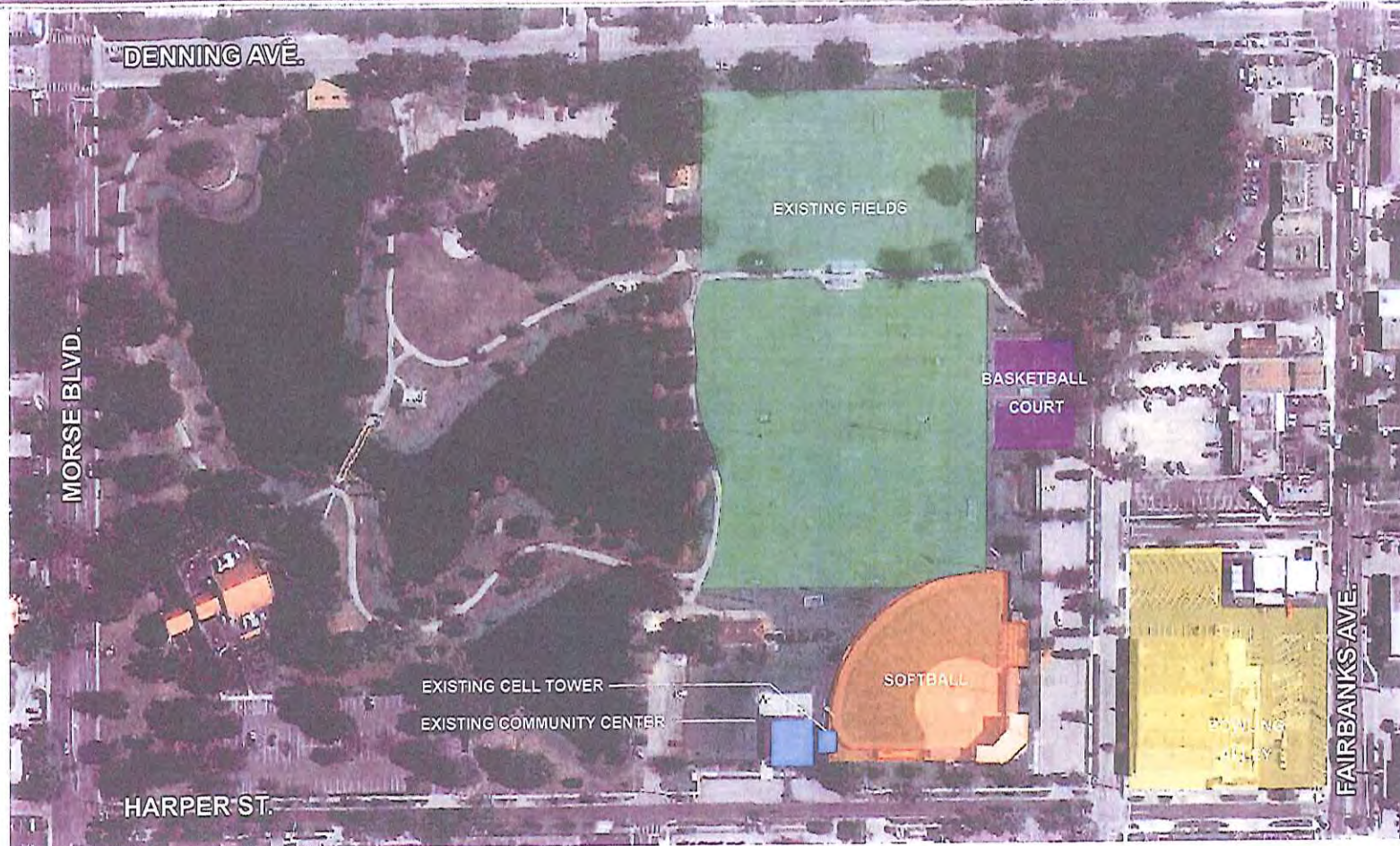
N/A

## **long-term impact**

N/A

## **strategic objective**

N/A



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ALL DATA SHOWN HAS BEEN PROVIDED BY THE CITY OF WINTER PARK, FLORIDA AND FROM FLA. ORANGE  
COUNTY PROPERTY APPRAISAL TAX MAPS.

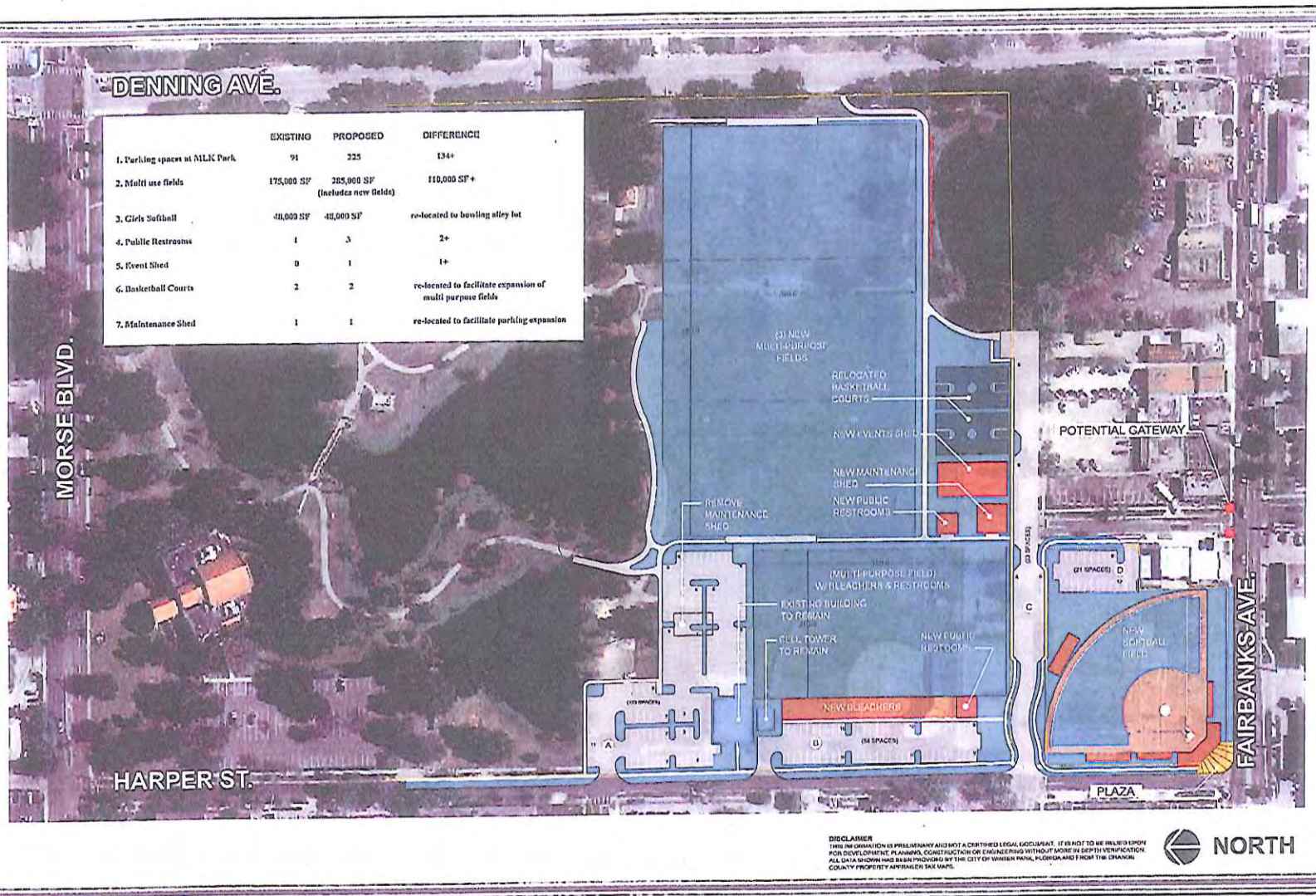


## MLK Park Existing Conditions

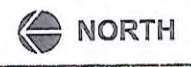
June 17, 2013







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# MLK Park Proposed Project Master Plan

January 2014



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# Financial Report

For the Month of April (58% of fiscal year lapsed)

Fiscal Year 2013

## **General Fund**

The General Fund budget was amended in March to reflect projected shortfalls in certain revenue sources. Analysis of General Fund revenues shows them to be on track in total with the revised estimates. Staff will continue to monitor revenues and propose adjustments if necessary.

## **Community Redevelopment Agency Fund**

The CRA was credited with tax increment revenue from both the City and County in December. The decrease in comparison to the prior year is due to the 2.05% decrease in valuation.

Planning and Development expenses appear ahead of budget but this is due to some work already having been completed for the full fiscal year such as the ice rink. Costs are expected to be within budget for the fiscal year.

The large debt service expenditure and debt proceeds revenue are from the refunding of the 2003-1, 2003-2, 2005-1 and 2005-2 CRA revenue notes. This refunding is expected to result in annual savings of approximately \$60,000 without extending the maturity of the debt.

## **Water and Sewer Fund**

Water sales in terms of thousands of gallons are down about 2.8% in comparison to the prior year.

Revenues in total are projected to be on track with budget. Sewer revenues will exceed the budget estimate and water revenues will be short of the annual estimate.

Projections for annual sales in both dollars and gallons take into consideration the seasonality of water usage trends.

Bottom line for the seven months ended April 30 is a positive \$1,829,391 and debt service coverage is projected to be a very strong 2.19 for the fiscal year.

## **Electric Services Fund**

Electric sales in kWh are projected to be about 17M short of our original estimate. The total projection of 413,598,891 is very close to our final total for the previous fiscal year of 413,795,957.

The benefits of our favorable bulk purchase contracts are evident throughout this report. Our cost of purchasing electricity declined from \$0.0815/kWh in FY 2010 to \$0.0553 in FY 2012.

Both fuel revenues and fuel expenses show a decline as a result of lower natural gas prices. We endeavor to keep fuel costs at breakeven for our customers. In May 2009, the City Commission approved a policy providing for quarterly adjustments to fuel rates to keep them as close to costs as possible. This report shows those costs and revenues have been fairly consistent beginning with FY 2010. Fuel cost recovery rates were adjusted upward effective April 1, 2013 to keep pace with fuel costs.

Annualized sales in terms of both kWh and dollars take into consideration the seasonality of electric sales.

Bottom line for the seven months ended April 30 is a positive \$1,406,625. The bottom line would be stronger except fuel costs were under recovered from October to April by about \$470,000. Fuel cost recovery rates were increased April 1 and will help improve bring revenues in line with costs.

Debt service coverage is projected to be 2.69 for the fiscal year. Actual debt service coverage should be better as the higher fuel cost recovery rates increase revenues over the next few months.



**The City of Winter Park, Florida**  
**Monthly Financial Report - Budget vs. Actual**  
**General Fund**  
**Fiscal YTD April 30, 2013 and 2012**  
**58% of the Fiscal Year Lapsed**

Fiscal YTD April 30, 2013							Fiscal YTD April 30, 2012			
Actual			Budget				Actual	Budget		
YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual		YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
<b>Revenues:</b>										
Property Tax	\$ 13,187,207	159%	\$ 14,174,500	\$ 14,174,500	\$ 8,268,458	\$ 4,918,749	\$ 12,962,241	\$ 14,265,000	\$ 8,321,251	\$ 4,640,990
Franchise Fees	532,353	83%	1,103,800	1,103,800	643,883	(111,530)	525,726	1,132,500	660,625	(134,899)
Utility Taxes	3,334,209	84%	7,048,216	6,768,216	3,948,126	(613,917)	3,210,884	6,717,000	3,918,250	(707,366)
Occupational Licenses	464,649	169%	472,000	472,000	275,333	189,316	451,243	459,500	268,042	183,201
Building Permits	999,629	118%	1,340,500	1,450,500	846,125	153,504	1,052,294	1,249,050	728,613	323,681
Other Licenses & Permits	16,980	135%	21,500	21,500	12,542	4,438	17,030	21,000	12,250	4,780
Intergovernmental	2,719,797	77%	6,179,928	6,069,928	3,540,791	(820,994)	2,737,338	6,118,315	3,569,017	(831,679)
Charges for Services	3,006,845	103%	5,010,068	5,010,068	2,922,540	84,305	2,785,718	4,939,600	2,881,433	(95,715)
Fines and Forfeitures	745,448	91%	1,287,600	1,397,600	815,267	(69,819)	481,919	1,030,200	600,950	(119,031)
Miscellaneous	323,628	81%	683,381	683,381	398,639	(75,011)	306,063	556,457	324,600	(18,537)
Fund Balance	-	-	-	616,788	359,793	(359,793)	-	642,911	375,031	(375,031)
<b>Total Revenues</b>	<b>25,330,745</b>	<b>115%</b>	<b>37,321,493</b>	<b>37,768,281</b>	<b>22,031,497</b>	<b>3,299,248</b>	<b>24,530,456</b>	<b>37,131,533</b>	<b>21,660,062</b>	<b>2,870,394</b>
<b>Expenditures:</b>										
City Commission	13,111	93%	24,077	24,077	14,045	934	13,671	22,376	13,053	(618)
Legal Services - City Attorney	172,873	123%	240,236	240,236	140,138	(32,735)	199,420	284,236	165,804	(33,616)
Legal Services - Other	-	0%	60,000	60,000	35,000	35,000	48,122	70,000	40,833	(7,289)
Lobbyists	60,489	88%	118,000	118,000	68,833	8,344	22,524	112,000	65,333	42,809
City Management	272,181	93%	501,161	501,383	292,473	20,292	265,250	487,729	284,509	19,259
Budget and Performance Measurement	24,547	0%	-	-	-	(24,547)	-	-	-	-
City Clerk	103,878	88%	237,843	203,145	118,501	14,623	107,784	214,071	124,875	17,091
Communications Dept.	223,500	83%	461,681	463,895	270,605	47,105	224,671	443,574	258,752	34,081
Information Technology Services	662,944	92%	1,212,642	1,241,789	724,377	61,433	759,545	1,343,592	783,762	24,217
Finance	459,142	95%	830,673	831,058	484,784	25,642	457,539	808,588	471,676	14,137
Human Resources	130,331	89%	249,430	250,789	146,294	15,963	151,717	285,245	166,393	14,676
Purchasing	111,927	85%	211,301	225,011	131,256	19,329	75,273	206,965	120,730	45,457
Planning & Community Development	257,755	75%	575,441	592,782	345,790	88,035	317,128	643,641	375,457	58,329
Building	535,461	92%	1,375,881	1,002,095	584,555	49,094	707,707	1,292,765	754,113	46,406
Economic Development	36,193	29%	100,000	211,398	123,316	87,123	2,709	163,402	95,318	92,609
Public Works	3,800,916	94%	6,804,278	6,942,130	4,049,576	248,660	3,901,359	6,931,798	4,043,549	142,190
Police	6,628,546	89%	12,739,143	12,717,307	7,418,429	789,883	6,283,875	11,901,252	6,942,397	658,522
Fire	5,712,362	97%	9,858,414	10,118,777	5,902,620	190,258	5,167,964	9,351,829	5,455,234	287,270
Parks & Recreation	3,692,235	92%	6,576,086	6,879,703	4,013,160	320,925	3,482,588	6,586,218	3,841,961	359,373
Organizational Support	880,910	98%	1,536,560	1,536,560	896,327	15,417	939,707	1,550,212	904,290	(35,417)
Non-Departmental	-	-	224,000	150,000	87,500	87,500	-	397,500	231,875	231,875
<b>Total Expenditures</b>	<b>23,779,301</b>	<b>92%</b>	<b>43,936,847</b>	<b>44,310,135</b>	<b>25,847,579</b>	<b>2,068,278</b>	<b>23,128,553</b>	<b>43,096,993</b>	<b>25,139,914</b>	<b>2,011,361</b>
<b>Revenues Over/(Under)</b>										
<b>Expenditures</b>	<b>1,551,444</b>	<b>-41%</b>	<b>(6,615,354)</b>	<b>(6,541,854)</b>	<b>(3,816,082)</b>	<b>5,367,526</b>	<b>1,401,903</b>	<b>(5,965,460)</b>	<b>(3,479,852)</b>	<b>4,881,755</b>
Operating transfers in	4,819,723	97%	8,655,392	8,475,392	4,943,979	(124,256)	4,569,472	8,432,000	4,918,667	(349,195)
Operating transfers out	(1,083,522)	96%	(2,040,038)	(1,933,538)	(1,127,897)	44,375	(1,438,815)	(2,466,540)	(1,438,815)	-
Other Financing Sources/(Uses)	<b>3,736,201</b>	<b>98%</b>	<b>6,615,354</b>	<b>6,541,854</b>	<b>3,816,082</b>	<b>(79,881)</b>	<b>3,130,657</b>	<b>5,965,460</b>	<b>3,479,852</b>	<b>(349,195)</b>
<b>Total Revenues Over</b>										
<b>Expenditures</b>	<b>\$ 5,287,645</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,287,645</b>	<b>\$ 4,532,560</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,532,560</b>

\* As adjusted through April 30, 2013

The City of Winter Park, Florida  
Monthly Financial Report - Budget vs. Actual  
Community Redevelopment Fund  
Fiscal YTD April 30, 2013 and 2012  
58% of the Fiscal Year Lapsed

	Fiscal YTD April 30, 2013						Fiscal YTD April 30, 2012			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	\$ 2,003,379	170%	\$ 2,024,000	\$ 2,024,000	\$ 1,180,667	\$ 822,712	\$ 2,090,103	2,107,423	\$ 1,229,330	\$ 860,773
Intergovernmental	-	0%	-	-	-	-	-	-	-	-
Charges for services	200,358	0%	175,940	175,940	102,632	97,726	139,293	162,000	94,500	44,793
Miscellaneous	15,028	102%	25,300	25,300	14,758	270	58,471	25,000	14,583	43,888
Fund Balance	-	0%	37,478	55,845	32,576	(32,576)	-	1,039,263	606,237	(606,237)
Total Revenues	2,218,765	167%	2,262,718	2,281,085	1,330,633	888,132	2,287,867	3,333,686	1,944,650	343,217
Expenditures:										
Planning and Development	533,305	125%	715,435	733,802	428,051	(105,254)	365,014	605,283	353,082	(11,932)
Capital Projects	-	0%	-	-	-	-	506,725	1,145,980	668,488	161,763
Debt service	7,030,607	779%	1,547,283	1,547,283	902,582	(6,128,025)	1,223,914	1,550,823	904,647	(319,267)
Total Expenditures	7,563,912	568%	2,262,718	2,281,085	1,330,633	(6,233,279)	2,095,653	3,302,086	1,926,217	(169,436)
Revenues Over/(Under)										
Expenditures	(5,345,147)	100%	-	-	-	(5,345,147)	192,214	31,600	18,433	173,781
Debt proceeds	5,870,000	-	-	-	-	5,870,000	-	-	-	-
Operating transfers out	-	0%	-	-	-	-	(18,433)	(31,600)	(18,433)	-
Other Financing Sources/(Uses)	5,870,000	0%	-	-	-	5,870,000	(18,433)	(31,600)	(18,433)	-
Total Revenues Over/(Under)										
Expenditures	\$ 524,853		\$ -	\$ -	\$ -	\$ 524,853	\$ 173,781	\$ -	\$ -	\$ 173,781

\* As adjusted through April 30, 2013

**WINTER PARK WATER AND WASTEWATER METRICS**  
**April 30, 2013**

	FY 2013				FY 2012	
	FY 2013 YTD	FY 2013 Annualized	FY 2013 Budget	Projected Variance from Budget	FY 2012 YTD	FY 2012 in Total
<u>Operating Performance:</u>						
Sales (in thousands of gallons)						
Inside City	1,198,705	2,108,754	1,972,529	136,225	1,198,780	2,186,360
Outside City	814,926	1,433,614	1,424,105	9,509	872,062	1,472,560
Total	2,013,631	3,542,368	3,396,633	145,735	2,070,842	3,658,920
<hr/>						
Operating revenues: <sup>1</sup>						
Sewer - inside city limits	\$ 3,793,956	\$ 6,545,600	\$ 6,008,000	\$ 537,600	3,827,875	6,628,333
Sewer - outside city limits	4,175,473	7,087,579	6,595,000	492,579	4,247,987	7,337,342
Water - inside city limits	3,991,020	7,562,435	8,047,000	(484,565)	3,993,797	7,264,552
Water - outside city limits	3,066,578	5,349,563	5,558,000	(208,437)	2,799,269	4,890,304
Other operating revenues	817,349	1,401,170	1,197,000	204,170	829,473	1,396,248
Total operating revenues	15,844,376	27,946,347	27,405,000	541,347	15,698,401	27,516,779
Operating expenses:						
General and administration	864,995	1,482,849	1,681,263	198,414	810,271	1,716,877
Operations	6,095,507	10,449,441	12,221,999	1,772,558	6,352,761	11,322,930
Facility agreements	1,812,045	3,106,363	3,412,000	305,637	1,590,763	3,480,709
Total operating expenses	8,772,547	15,038,652	17,315,262	2,276,610	8,753,795	16,520,516
Operating income (loss)	7,071,829	12,907,695	10,089,738	2,817,957	6,944,606	10,996,263
Other sources (uses):						
Investment earnings	38,671	66,293	166,850	(100,557)	133,323	184,401
Miscellaneous revenue	6,382	10,941	-	10,941	7,028	7,253
Transfer to Renewal and Replacement Fund	(1,168,112)	(2,002,478)	(2,002,830)	352	(1,076,684)	(1,846,020)
Transfer to General Fund	(1,116,558)	(1,914,100)	(1,914,100)	(0)	(1,078,933)	(1,849,600)
Transfer to Capital Projects Fund	(41,417)	(71,000)	(71,000)	0	(38,789)	(66,496)
Debt service sinking fund deposits	(2,961,404)	(5,923,086)	(5,867,532)	(55,554)	(2,883,676)	(5,844,526)
Total other sources (uses)	(5,242,438)	(9,833,430)	(9,688,612)	(144,818)	(4,937,731)	(9,414,988)
Net increase (decrease) in funds	\$ <u>1,829,391</u>	\$ <u>3,074,265</u>	\$ <u>401,126</u>	\$ <u>2,673,139</u>	<u>2,006,875</u>	<u>1,581,275</u>
Debt service coverage	2.40	2.19				1.91

<sup>1</sup>The City implemented adjustments to water (increasing) and wastewater (decreasing) effective December 1, 2012

### Sewer Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2012	3,281,868			3,281,868
Sewer impact fee revenues		347,184		347,184
Investment earnings		17,995		17,995
Sewer extension work at Ravadauge			(108,614)	(108,614)
Other sewer main extension work			(46,016)	(46,016)
Ending balance - 04/30/2013	3,281,868	365,179	(154,630)	3,492,417

### Water Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2012	2,656,637			2,656,637
Water impact fee revenues		171,503		171,503
Investment earnings		13,693		13,693
Water extension work at Ravadauge			(185,713)	(185,713)
Ending balance - 04/30/2013	2,656,637	185,196	(185,713)	2,656,120

### Renewal and Replacement Fund

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2012	591,342			591,342
R&R transfer		1,168,112		1,168,112
Investment earnings		3,361		3,361
Upgrade water mains			(585,977)	(585,977)
Upgrade sewer mains			(315,042)	(315,042)
Rehab sewer manholes			(6,508)	(6,508)
Short line sewer rehab projects			(91,041)	(91,041)
Sewer main extensions			(4,869)	(4,869)
Lift station upgrades and repairs			(68,788)	(68,788)
Utility patch crew work			(157,392)	(157,392)
Ending balance - 04/30/2013	591,342	1,171,473	(1,229,617)	533,198

# **WINTER PARK ELECTRIC UTILITY METRICS**

**April 30, 2013**

	<b>FY'13 YTD</b>	<b>FY'13 Annualized</b>	<b>FY'13 Budget</b>	<b>Variance from Budget</b>	<b>FY'12</b>	<b>FY'11</b>	<b>FY'10</b>	<b>FY'09</b>	<b>FY'08</b>
<u>Technical Performance</u>									
Net Sales (kWh)	221,647,646	413,598,891	430,647,050	(17,048,159)	413,795,957	427,601,415	438,993,683	427,236,273	440,100,000
Average Revenue/kWh	0.1111	0.1111	0.1111	0.1091	0.1212	0.1306	0.1251	0.1251	0.1068
Wholesale Power Purchased (kWh)	226,288,000	436,344,003	446,266,000	(9,921,997)	434,514,000	451,951,216	456,911,847	442,159,788	449,100,000
Wholesale Power Cost/kWh	0.0602	0.0602	0.0602	0.0553	0.0674	0.0815	0.0810	0.0810	0.0794
Gross margin	0.0509	0.0509	0.0509	0.0538	0.0538	0.0491	0.0441	0.0441	0.0275
SAIDI (rolling 12 month sum)				72.73	64.44	80.04	80.04	80.04	63.14
MAIFI (rolling 12 month sum)				1.02	0.42	2.55	2.55	2.55	2.90
Sold vs. Purchased kWh Ratio	97.95%	94.79%	96.50%		95.23%	94.61%	96.08%	96.62%	98.48%
<u>Income Statement</u>									
Electric Sales:									
Fuel	8,696,660	16,228,140	18,301,327	(2,073,187)	15,769,044	20,583,619	24,721,381	25,498,612	21,131,479
Non-Fuel	15,939,027	29,742,540	30,865,793	(1,123,253)	29,365,745	31,244,725	32,605,878	27,955,719	25,880,839
Other Operating Revenues	232,872	399,209	412,046	(12,837)	407,431	667,604	332,720	1,111,386	819,976
Total Operating Revenues	24,868,559	46,369,888	49,579,166	(3,209,278)	45,542,220	52,495,948	57,659,979	54,565,717	47,832,294
Operating Expenses:									
General and Administrative	649,769	1,113,890	1,158,022	44,132	981,451	1,047,988	1,085,915	1,122,148	982,754
Operating Expenses	3,142,299	5,386,798	6,159,983	773,185	4,939,316	5,136,207	4,880,216	5,055,849	6,139,857
Purchased Power									
Fuel	9,164,359	17,671,344	18,375,561	704,217	15,992,090	21,212,369	24,786,014	23,183,450	23,802,250
Non-Fuel	4,463,722	8,607,254	8,569,163	(38,091)	8,043,955	9,256,070	12,437,885	12,618,456	11,840,108
Transmission Power Cost	959,336	1,644,576	2,392,180	747,604	2,328,188	2,130,671	2,155,495	2,062,414	1,600,046
Total Operating Expenses	18,379,485	34,423,862	36,654,909	2,231,047	32,285,000	38,783,305	45,345,525	44,042,317	44,365,015
Operating Income (Loss)	6,489,074	11,946,026	12,924,257	(978,231)	13,257,220	13,712,643	12,314,454	10,523,400	3,467,279
Nonoperating Revenues (Expenses):									
Investment Earnings (net of interest paid on interfund borrowings)	15,590	26,726	(40,000)	66,726	57,244	33,506	(38,774)	172,488	(168,750)
Principal on Debt	(1,003,333)	(1,720,000)	(1,720,000)	-	(1,620,000)	(1,430,000)			
Interest on Debt	(1,590,154)	(2,725,978)	(3,029,038)	303,060	(2,579,881)	(2,990,613)	(2,303,537)	(2,823,689)	(3,614,713)
Miscellaneous Revenue	170,396	292,107	-	292,107	126,183	1,337,683	34,307	35,038	49,364
Proceeds from Sale of Assets	2,416	4,142	-	4,142	2,655	(22,089)	57,992	4,011	3,560
Capital Spending from Sources other than Bond Proceeds	(1,734,279)	(2,973,050)	(4,940,000)	1,966,950	(2,109,061)	(1,621,474)	(1,245,371)	(1,921,374)	(2,641,642)
Grant Reimbursements for Undergrounding	-	-	-	-	-	-	892,849		
Contributions in Aid of Construction	391,528	671,191	-	671,191	389,419	477,746	212,897		
Capital Contributions for Plug-In Program	44,673	76,582	-	76,582	102,343	59,593	171,940	1,679	15,893
Total Nonoperating Revenues (Expenses)	(3,703,163)	(6,348,280)	(9,729,038)	3,380,758	(5,631,098)	(4,155,648)	(2,217,697)	(4,531,847)	(6,356,288)
Income (Loss) Before Operating Transfers	2,785,911	5,597,746	3,195,219	2,402,527	7,626,122	9,556,995	10,096,757	5,991,553	(2,889,009)
Operating Transfers In									
Operating Transfers In	-	-	-	-	-	-	-	-	-
Operating Transfers Out	(1,379,286)	(2,573,775)	(2,757,500)	183,725	(2,537,830)	(2,869,777)	(3,220,605)	(2,931,710)	(2,633,592)
Total Operating Transfers	(1,379,286)	(2,573,775)	(2,757,500)	183,725	(2,537,830)	(2,869,777)	(3,220,605)	(2,931,710)	(2,633,592)
Net Income	1,406,625	3,023,971	437,719	2,586,252	5,088,292	6,687,218	6,876,152	3,059,843	(5,522,601)



# WINTER PARK ELECTRIC UTILITY METRICS

April 30, 2013

	<b><u>FY'13</u></b>	<b><u>FY'13</u></b>	<b><u>FY'13</u></b>	<b><u>Variance</u></b>					
	<b><u>YTD</u></b>	<b><u>Annualized</u></b>	<b><u>Budget</u></b>	<b><u>from</u></b>	<b><u>FY'12</u></b>	<b><u>FY'11</u></b>	<b><u>FY'10</u></b>	<b><u>FY'09</u></b>	<b><u>FY'08</u></b>
				<b><u>Budget</u></b>					
<u>Technical Performance</u>									
<u>Other Financial Parameters</u>									
Debt Service Coverage	2.51	2.69			3.17	3.11	4.85	2.70	0.73
Fixed Rate Bonds Outstanding	58,510,000				59,915,000	61,235,000	57,120,000		
Auction Rate Bonds Outstanding	15,585,000				16,610,000	16,910,000	22,410,000		
Total Bonds Outstanding	74,095,000				76,525,000	78,145,000	79,530,000	80,010,000	70,760,000
Principal Repayment	2,430,000	2,430,000	1,720,000		1,620,000	1,430,000	480,000	625,000	3,920,000
Capital Spending from Bond Proceeds	83,472	143,095	-		1,802,511	514,366	2,209,465	6,305,626	6,509,127
Balance Owed on Advance from General Fund	-				-	405,494	2,241,006	2,743,554	2,856,026
Cash Balance (borrowed from pooled cash)	(285,057)				2,838,999	(2,589,592)	(8,096,129)	(10,106,320)	(11,118,569)

## Notes

Fiscal Years run from October to September; FY'13 is 10/1/12 to 9/30/13

SAIDI is System Average Interruption Duration Index (12-month rolling sum)

MAIFI is Momentary Average Interruption Frequency Index (12-month rolling sum)



# city commission agenda item

item type	Non-Action item	meeting date	June 24, 2013
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager
department	City Administration		<input checked="" type="checkbox"/> City Attorney
division	Budget & Performance Measurement		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

## subject

Organizational Support Policy for Non-Profits

## motion | recommendation

Review working draft of policy concepts regarding organizational support of non-profits and provide guidance to staff on next steps.

## background

Traditionally the City has provided some money out of the general fund to support non-profit organizations. Currently recipients of funds do not execute grant agreements with performance benchmarks and staff would like to adopt a policy as it relates to accepting, reviewing, and tracking non-profit service provider performance.

The issue of crafting policy for organizational support is difficult because the need for funds always outweighs the funding available. Considerations such as who can apply, how much can be given, and how to measure success, may be subjective and could change as needs change.

Staff approached this with two goals in mind: first, create a process of accountability that works for the city and the service provider, and second, contemplate requirements and general policy that would apply to any existing or future recipient. Staff is currently working with legal counsel to review national and local policies and practices used in considering organizations for funding support. The attached outline (see Draft-**Organizational Support Policy...**) attempts to take some of the practices used in the past by the city as well as by other governmental agencies and create a process that results in clearly communicated expectations and provides accountability for taxpayer dollars. The outline includes:

- 1) General Requirements for Eligibility and Application
  - Organization Purpose/Goals
  - Organizational Structure
  - Board of Directors
  - Financial Disclosure
- 2) Contractual Agreement
- 3) Reporting Requirements
  - Quarterly/Mid-year/Annual
- 4) Measurements for Tracking Performance
- 5) Policy Considerations that need to be answered to move forward

Items 1 – 4 help to formalize the city’s process for creating accountability in providing public funds to non-profit service providers. Item 5 starts the discussion on policy concepts that could open or close the door on future applicants for consideration.

Staff would like to receive commission input on whether anything should be added or deleted from the working draft and then would like to discuss the 8 policy considerations and receive commission feedback on any changes.

Staff is currently working with the existing non-profit recipients of funds (Meade Botanical Garden Inc, Historical Association) to collect all the items related to eligibility. Both organizations have already provided a one-year outline of their fiscal year goals for 2014 and drafts of contractual agreements are being developed for commission approval. All contracts will incorporate the requirements and review process developed in the policy outline attached and discussed above and will be approved or denied as part of the on-going budget process.

Staff is not currently considering the library or funding for United Way as part of this policy discussion as the library has taxable implications on the residents if funding is pulled and United Way does not operate as a typical service provider but reallocates funding to arts and cultural **organizations throughout the city well in excess of the city’s** contribution (see United Arts Funding Distributions).

## **alternatives | other considerations**

Use existing process but still require contractual agreements with benchmarks.

## **fiscal impact**

Currently the City spends \$1,536,560 in annual organizational support.

Library: \$1,351,560

Historical Association: \$70,000

Meade Botanical Gardens Inc.: \$200,000 (\$100,000 is paid from the CIP)

United Arts: \$15,000

## **long-term impact**

An adopted or accepted city policy related to organizational support could help the city to strategically identify areas of municipal service better served by third party non-profits while creating clear expectations and improved outcomes from services rendered.

## **strategic objective**

Quality of life and fiscal stewardship.

# Draft - Organizational Support Policy Guidelines for the City of Winter Park

## **General Requirements for Eligibility and Application**

### **Organization Purpose/Goals:**

- Description of Organization: history, purpose, goals, service area, location, municipal purpose served
- Strategic Plan/Planning Documents (3-5 years preferred)
- Affiliations/Partnerships with other Organizations
- Funding Support Requested for Next Budget Year
- Detailed Outline of use of funds for Next Budget Year
- Measurements/Outcomes for Determining Success

### **Organizational Structure:**

- Non-Profit 501(c)(3)
- Current By-Laws and Articles of Incorporation.
- Organizational Chart/Employee Structure and Compensation
- Applicable Insurance Coverage
- Licenses and Certifications

### **Board of Directors:**

- Description of Board's role in supervision
- List of Board Members and Contact information
- Total Seats/Open Seats
- Number of Board Meetings held annually (> 4)
- % Board Member attendance at meetings
- Board Member applications and disclosure documents
- Organizational policies regarding Board diversity, expertise, ethics, and disclosure

### **Financial Disclosure:**

- Proposed Fiscal Year Budget
- Audited Financial Statement with Management Letter
- Any correspondence received from the IRS (12 months)
- Annual Report
- Detailed list of grants, contributions, and other funding support received (12 months)

## **Contractual Agreement**

Applicants approved for funding will enter a contractual agreement with the City that outlines general obligations and reporting requirements, terms of payment, and goals and objectives for the proposed

fiscal year. Contracts will include reference to the projects/programs to be accomplished and their planned completion dates as well as benchmarks and measurements for evaluating progress.

### **Reporting Requirements**

#### **Quarterly:**

- Revenues received and spending to-date by category.
- Review of projects/program progress and meeting benchmarks
- Up-to-date copies of approved Board minutes
- Updates to Board membership

#### **Mid-Year:**

- Organization Presentation to the City Commission of activities and progress to-date

#### **Annually:**

- Final Report: revenues and spending, program/project activities, benchmarks and successes
- Presentation to City Commission
- Updated application if applying for funds again

### **Measurements**

- City Funding as a % of Total Budget
- Organization's Administrative Costs as a % of Total Budget
- Other Revenues, Grants, and Contributions received
- In-Kind Contributions
- Volunteer or Community Support Work
- Growth in Attendance, Program Revenues, or Program Offerings
- Demographics of Consumer
- Meeting Agreed upon Program/Project Activity

### **Policy Considerations**

**City Funding as a % of Total Organization Budget:** The City would not support any application where city funds support more than half (50%) the cost of running the entire organization. This would also imply a base guideline for matching requirements (2-to-1) and would make sure that regardless of the size of the organization that exposure is defined and limited to some extent.

**Administrative Costs not to exceed % of Total Organization Budget:** Used by Orange County and Orlando this requirement would ensure that the majority of any organization's funding go to accomplishing that mission verses supporting administrative costs. Orange County and Orlando use the figure of no more than 25% and that if the organization's number exceeds this amount then they need to submit a detailed plan on how to reduce administrative costs as a percent of total budget.



**Limited Number or Amount of Funding for Organizational Support:** There is always more demand for funding than there are funds available. The City could potentially create a policy that limits the funds annually available for organizational support and allow for general applications or commit to only assisting a certain number of organizations at any one time. The first approach may be viewed as more fair however the second may be more practical for assuring self-sustaining organizations. In the past the city has decided to not accept new applications and to work with existing recipients.

**Limited Term of Support for Organizations:** No financial commitment can be guaranteed for longer than a year however the city may want to consider a policy that allows only a certain number of years of contemplated funding support before another organization may apply. This could potentially provide a roadmap for how funds will be used and a quantifiable, as opposed to an open-ended, commitment by the city that can be incorporated into future planning. Three to five years is suggested as a discussion point.

**Progressive Leverage of City Investment:** Organization must show that they provide matching funds and that they have a plan to either reduce the funding required from the city or that they are expanding what can be done with the same amount. This requires an organization to have a diversity of funding sources and requires them to think long term about self-sustainability. Staff is not recommending a specific number for discussion but requiring all funding to be less than 50% of the total budget would imply a 2-to-1 leverage of public dollars. Additionally the required 3-5 year strategic plans in the application process could show a reduction in city support or expansion of services.

**History of Service in Winter Park:** Should added consideration or favoritism be given to organizations with a history of working in the city? If recommended then this would allow the city to only deal with established partners that might prove more viable and likely for self-sustainability however it could restrict support for new ideas or groups that may be proposing something the city desires. Staff would recommend that there be no requirement for application but that consideration of a history of service is part of a recommendation for approval for funding.

**Appointment of City Representative:** For organizations funded at a particular dollar amount, should a city staff or city commissioner be appointed to the organization's Board of Directors as a requirement to receive funding? This would provide transparency and help to ensure that city goals and objectives are met. It may require organizations to change their Board guidelines. Staff is considering using the threshold of \$50,000 in annual support as the figure at which a city representative is required, matching the city policy limit on funding approval without commission approval.

**Targeted Support Categories:** This would create a list of the approved activities that the city is interested in supporting. Limits could be based on categories of non-profit like arts & culture, public works, beautification, family services, etc. Support could also be limited to organizations that provide physical locations verses offering programs in the community with no physical presence. The benefit is it allows the city to craft a vision and purpose toward the use of organizational support dollars; the downside is it might restrict a program or idea that is advantageous for the city.

**United Arts Funding Distribution 2013\***

Albin Polasek Museum	\$ 6,861
Bach Festival Society	\$ 153,526
Center for Contemporary Dance	\$ 16,820
Crealde School of Art	\$ 52,518
Messiah Chorale Society	\$ 1,436
Winter Park Historical Association	\$ 4,943
Winter Park Playhouse	<u>\$ 8,247</u>
 Total FY13 funding	 \$ 244,351

\*The city provided \$15,000 in FY 2013.



# city commission agenda item

item type	Non-Action Item	meeting date	June 24, 2013
prepared by department division	Lindsey Hayes, George Wiggins Planning Department Building & Permitting Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## subject

Process to review demolitions and the City's historic preservation ordinance.

## background

The processes for general demolition of non-historic buildings and the demolition process for properties listed on the Winter Park Register of Historic Places individually or within a district, have not been the problem that has brought this issue forward. The ongoing problems arise from obviously historic properties that are not locally listed and can be demolished under the general demolition process. The City recognizes that its historic and architectural resources are significant to the educational, cultural and economic welfare of the City (Comprehensive Plan Objective 1.3.12 and LDC Article VIII), the question is what action is appropriate for Winter Park to promote the preservation of these historic buildings. Preservation approaches to take are as varied as the cities in Florida. The state offers a model ordinance that serves as a guide for many cities. It should be noted that properties within the Downtown and Interlachen Avenue National Register historic districts are not subject to the Winter Park historic preservation code and are therefore outside the protection from demolition if requested.

## recommendation

Direct the Historic Preservation Board (HPB) to review the designation process and recommend improvements. Options for the HPB to consider could include:

- A. Drafting an amendment to the general demolition process to route all undesignated historic buildings in a defined category to staff and/or the Historic Preservation Board for review only when demolition is requested. If this option is considered, then the 30 day wait for other non-historic properties could be lifted. As an example of this type of process, City of Gainesville code section 6-19 *Waiting period for certain demolition permits* is attached (exhibit A). Examples of defined categories in Winter Park for the board to consider could include:
  1. Category limited to properties over 60 years old.
  2. Category limited to Florida Master Site File properties on the 2001 potential landmarks table and/or subsequent architectural survey and evaluation updates.
  3. Category limited to properties listed in the Comprehensive Plan Table 1-9 Table of Historic Resources that were recorded for the Florida Master Site File.

- B. No change to either existing general or historic property category demolition process as it is currently written (see attached exhibit B).
- 

### **alternatives | other considerations**

Local Comprehensive Plans are required to have strategies to protect historic and archaeological resources. A policy question is whether or not the current demolition process contributes to achieving that strategy or inadvertently works against it. The historic preservation ordinance was adopted in 2001 so it has had a reasonable test of time. While there are preservation successes since 2001, there have also been losses.

The last city wide survey of historic resources and Florida Master Site File update was in 2001. The Florida Master Site File is a record of historic buildings and sites. The historic resources survey for the downtown area was updated in 2009. The 2001 architectural and historic resources survey update revisited the 405 historic resources included in the Florida Master Site File in 1986. Of the 405 resources recorded in 1986, 41 had been demolished by 2001; just over 10%. The ordinance was adopted in 2001. Since 2001, less than 13% (16) of the 128 National Register and local register potential landmarks identified in the survey have been voluntarily listed in the Winter Park Register of Historic Places. Three of those listed are city owned. Almost 7% of the potential landmarks have been demolished since 2001. These figures do not include the demolition of historic buildings from among the remaining 481 listed on the Florida Master Site File but not on the National Register and local landmark list in 2001.

### **long-term impact**

Potential for the continued erosion of the city's historic architectural ambiance if no change is made.

# EXHIBIT A

## CITY OF GAINESVILLE CODE OF ORDINANCES Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

### ARTICLE II. - BUILDING CODE

#### **Sec. 6-19. - Waiting period for certain demolition permits.**

- (a) Permits to demolish structures which have a Florida master site file and/or are 45 years of age or older shall not be issued until the expiration of 90 days from the date of the permit application. The purpose of this restriction shall be to enable the historic preservation board to pursue alternatives to demolition and to assemble and document information pertaining to the appearance and history of the structure prior to its demolition. Upon the filing with the city manager or designee of an application to demolish a structure which has a Florida master site file and/or is 45 years of age or older, the city manager or designee shall immediately notify the historic preservation planner.
- (b) A demolition permit for a structure that has a Florida master site file and/or is 45 years of age or older may not be issued prior to the expiration of 90 days from the date of the demolition permit application unless the city historic preservation planner finds no cause to refer the permit application to the historic preservation board based on the following standards:
  - (1) The structure:
    - a. Is not located in a historic neighborhood as identified by the ERLA Survey, entitled *City of Gainesville Comprehensive Preservation and Conservation Plan*, available in the department of planning and development services; and
    - b. Is not, in the opinion of the historic preservation planner, a "landmark" structure in that it is not designed in an architectural "high style" or a recognized vernacular building pattern, and it does not have historic events or persons associated with it; or
  - (2) The structure has been substantially burned or damaged by an event not within the landowner's control with more than 50 percent of the structure affected.
- (c) If the demolition request does not meet the above standards and the delay is imposed, the application will be referred by the historic preservation planner to the historic preservation board for consideration, and the applicant will be notified by mail of the delay and the date of the next regularly scheduled historic preservation board meeting not less than ten days after the referral, and the process for appeal due to economic hardship. The historic preservation board and its authorized designees shall be permitted access to the premises and to the subject structure during the 90-day period at reasonable times by appointment with the owner or proprietor for the purpose of photographing, measuring, and documenting information concerning the structure or site.
- (d) At the next regularly scheduled meeting not less than ten days after the referral is received, the historic preservation board may waive the demolition delay if the applicant can demonstrate economic hardship, with consideration given to the economic impact of the delay on the applicant and the reasonableness of the applicant carrying out the decision of the board.
  - (1) In the event that economic hardship due to the effect of this section is claimed by an owner, the historic preservation board may require from the property owner any or all of the following information before it makes a decision on the application, as long as such information is relevant for the historic preservation board to decide whether an economic hardship exists:
    - a. A report from a licensed engineer, contractor or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;
    - b. The estimated market value of the property in its current condition, after completion of the proposed demolition, and after redevelopment of the existing property for continued use;

# EXHIBIT A

## CITY OF GAINESVILLE CODE OF ORDINANCES Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

### ARTICLE II. - BUILDING CODE

- c. An estimate from an architect, licensed contractor, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property;
  - d. The amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.
- (2) If the property is income-producing, the historic preservation board may also require:
- a. The annual gross income from the property for the previous two years, itemized operating and maintenance expenses for the previous two years, and depreciation deductions and annual cash flow before and after debt service, if any, during the same period;
  - b. The remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two years;
  - c. All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing or ownership of the property;
  - d. Any listing of the property for sale or rent, price asked, and offers received, if any, within the previous two years;
  - e. The assessed value of the property according to the two most recent assessments;
  - f. The real estate taxes for the previous two years;
  - g. The form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other;
  - h. Any other information considered necessary by the preservation board to a determination as to whether the property does yield or may yield a reasonable return to the owners.
- (e) After invoking a demolition delay, the historic preservation planner shall post the subject property with a sign notifying the public of the owner's intent to demolish the structure in order to allow interested parties to come forward and move the structure upon consent of the owner.

(Ord. No. 3502, § 1, 12-12-88; Ord. No. 3541, §§ 1, 2, 6-12-89; Ord. No. 3998, § 1, 7-25-94)

**Cross reference**— Land development code, Ch. 30; historic preservation/conservation, § 30-112; historic preservation board, § 30-355.

#### **Sec. 6-20. - Temporary boarding and sealing of buildings; permit required.**

- (a) A permit must be obtained before any building is boarded and sealed. An application for a permit shall be filed in the department designated by the city manager. The permit shall expire one year after it is issued.
- (b) The application for initial permit shall contain the following information:
  - (1) Location of building by street address and tax parcel number.
  - (2) Name, mailing address and telephone number of owner.

# EXHIBIT A

## CITY OF GAINESVILLE CODE OF ORDINANCES Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

### ARTICLE II. - BUILDING CODE

- (3) Name, mailing address and telephone number of individual applying for the permit, if other than owner.
- (4) Reason for boarding and sealing building.
- (5) Length of time building is expected to remain boarded and sealed.
- (6) Whether utilities will be turned off during the time the building is boarded and sealed.
- (c) The individual to whom the permit is issued shall comply with the vacant property standards in [section 16-20](#) within 20 days and shall remain in compliance during the permit period.
- (d) Starting October 1, 2000, the city manager or designee shall inspect any building for which a board and seal permit or renewal of permit is being sought. If the city manager or designee finds that a building is so dilapidated or has become so out of repair as to be unsafe or otherwise unfit for human habitation or occupancy, as these terms are defined in [chapter 16](#) of this Code, and that it is unreasonable to repair such building considering the cost to repair and the expected market value of the property after repair, the city manager or designee shall order the owner of the building to demolish and remove such building. No board and seal permit shall be issued or renewed for a building that has been ordered demolished and removed.
- (e) Starting October 1, 2000, a fee shall be collected with the application for permit, to cover the costs of inspection of the building.

(Ord. No. 3530, § 1, 4-10-89; Ord. No. 980745, § 1, 9-25-00)

**Cross reference**— Standards for repair, vacation, demolition or abatement of dangerous buildings, § 16-20.

## **EXHIBIT B    General and Historic Property Demolition**

### **Current general demolition process for buildings that are NOT individually listed on the Winter Park Register of Historic Places and NOT located in a locally designated historic district.**

Application for demolition of building submitted in the Building and Permitting Department

Applicant receives & posts “Intent to Demolish” placard and posts on building.

Applicant proceeds with all utility disconnects and obtains verifications from all utility providers (Electric, Water, Gas, Sewer, Phone, etc.).

Verification that building is not on the Winter Park Register of Historic Places or located within a locally listed historic district by staff.

After receiving all sign off verifications, applicant submits completed application with further documents that building is free of rodents, is following procedures to handle any asbestos abatement and meets other criteria including tree protection and air conditioning equipment refrigerant evacuation.

After 30 days of posting & meeting all criteria, the demolition permit is issued.

Demolition must be complete within 30 days, except for large commercial buildings where a safety plan and schedule must be submitted and approved for longer projects.

### **Current demolition process for buildings individually listed on the Winter Park Register of Historic Places or in a locally listed historic district (does NOT apply to properties individually listed in the National Register or in a National Register District)**

Application is submitted for a Certificate of Review (COR) for demolition (no fee). Request advertised and notices mailed to all owners within 500 feet 15 days prior to a public hearing at a HPB meeting. Property is posted.

The HPB is provided with details for the proposed disposition of the site. The HPB may require architectural drawings, financial plans or other information regarding any proposed new construction. Proposed demolitions shall be reviewed subject to the considerations in section 58-479 which requires that the HPB consider the following criteria:

(1) The structure is of such interest or quality that it would reasonably meet national, state or local criteria for designation as a historic landmark.

(2) The structure is of such design, craftsmanship or material that it could be reproduced only with great difficulty and/or expense.

(3)The structure is one of the last remaining examples of its kind in the city the county or the region.

(4)The structure contributes to the historic character of a designated district.

(5) Retention of the structure promotes the general welfare of the city by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage.

(6) There are definite plans for reuse of the property if the proposed demolition is carried out, and there is an explanation of what the effect of those plans will be on the character of the surrounding area.

In the case of denial, appeals go to the City Commission. If approved, the applicant must complete the steps described for general demolition. The 30 day notice would have begun with the initial posting of the property.



**REGULAR MEETING OF THE CITY COMMISSION**  
**June 10, 2013**

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

**Approval of the agenda**

**Motion made by Commissioner Sprinkel to approve the agenda with the addition of the Capen House under 10 'a', action items; seconded by Commissioner McMacken. Approved by acclamation with a 5-0 vote.**

**Mayor's Report**

- a. Proclamation - Edyth Bush Charitable Foundation 40<sup>th</sup> Anniversary Day

Mayor Bradley presented a proclamation to the Edyth Bush Charitable Foundation to celebrate their 40<sup>th</sup> anniversary. Members and staff from the Foundation were present to accept the proclamation as follows: David Odahowski, President and CEO; Gerald Hilbrich, Chairman; Deborah German, M.D.; Harvey Massey; Richard Walsh; Mary Ellen Hutcheson and Deborah Hessler. Mayor Bradley acknowledged their many contributions to the community and accomplishments, including \$100 million in grants.

- b. 2013 Second Quarter Business Recognition Award – Rangers Pet Outpost & Retreat

Mayor Bradley recognized Rangers Pet Outpost and Retreat to receive the 2013 second quarter City of Winter Park Business Recognition Award.

- c. Proclamation – Norman Brown Day

Mayor Bradley presented Norman Brown of the Parks and Recreation Department, Cemeteries Division, with a proclamation proclaiming June 20, 2013 as Norman Brown Day to acknowledge his retirement after 40 years of service to the City.

d. Proclamation - Code Compliance Officer's Appreciation Week

Mayor Bradley presented a proclamation to the Code Enforcement Division to recognize June 3-7, 2013 as Code Compliance Officer's Appreciation Week.

e. Presentation – National Parks & Recreation Association Finalist for the 2013 National Gold Medal Award

Parks and Recreation Director John Holland announced that the City's Parks and Recreation Department is one of four finalists in the nation to receive the Gold Medal Award. The winner will be announced on October 8, 2013.

f. Board appointments:

Police Officers' Pension Board – Kevin Roesner; (May 2013-April 2015)  
(Elected by PD members).

**Motion to approve this appointment by Mayor Bradley; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Firefighters' Pension Board – Stuart (Trey) Merrick; (May 2013-April 2015)  
(Elected by FD members).

**Motion to approve this appointment by Mayor Bradley; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Auditor Selection Committee – John Gill, Jim Moye, David Satcher, Joe Terranova and Mayor Bradley as the Chairperson.

**Motion to approve these appointments by Mayor Bradley; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

**City Manager's Report:**

90 day plan

City Manager Knight pointed out the 90 day plan that he provided. He addressed the continuation of the Ravaudage work session that needs to be scheduled that needs to be coordinated with Mr. Bellows as well as the Commission. Mr. Knight mentioned they also need to schedule a budget work session as the budget will be presented to the Commission on July 8.

**Motion made by Mayor Bradley to accept the 90 day plan as a draft for our work taking us into the third quarter; seconded by Commissioner Leary.**

Commissioner Leary inquired when the comprehensive plan review report will come forward. Planning Director Jeff Briggs stated they hope to have something from the consultant by the end of June. Mr. Briggs stated after this goes through the boards for approval, it will not come back to the Commission for approval until September.

Commissioner Sprinkel asked about the strategic planning session and when this will be scheduled. It was clarified that before this is scheduled, a list of discussion items will be presented to the Commission at the next meeting.

Commissioner Leary spoke about the Mount Vernon site redevelopment and the potential Rollins/Minor League baseball stadium discussion items to be scheduled. He mentioned the July 22 scheduling of the Rollins Lacrosse/softball stadium request and asked that these items be discussed simultaneously because they will affect one another. The June 24 agenda will include an initial dialogue to begin the discussion regarding these issues.

Commissioner Cooper brought forth the issue of street musicians and wanting to deal with it sometime this summer. She also asked for conversation regarding the possibility of freezing permitting on new restaurants until they have come to a definition of what 'fine dining' is. It was acknowledged that the Central Business District restaurant ordinance is scheduled for the July 22 agenda. Commissioner Cooper wanted to move this item up on the agenda to a date sooner because of the risk for Park Avenue. Discussion ensued that we have not heard from the Chamber or the Park Avenue Area Association or the Planning and Zoning Board. There was not a consensus of the Commission to move this date or freeze the permitting at this time.

Commissioner Cooper addressed the need to discuss the demolition process. It was clarified that this will be part of the Capen House discussion added to the agenda.

City Manager Knight addressed the storm last week and that the City weathered the storm very well. He addressed the outages yesterday that were storm related because of trees that were overwatered causing the loss of trees and large limbs that came down over power lines. He stated there were no drainage issues.

### **City Attorney's Report**

City Attorney Brown requested an executive session to be scheduled at the next meeting to discuss a case recently filed to which the City is a party to. The session is scheduled for 2:30 on June 24.

### **Non-Action Item**

No items.

### **Consent Agenda**

- a. Approve the minutes of 5/13/13.
- b. Approve the following purchases, contracts and formal solicitations:
  1. PR 152282 to Wesco Distribution for ReliaPad dead front padmount circuit breaker for Underground Project #3; \$77,491.10.

2. PR 152289 to Heart Utilities of Jacksonville for undergrounding of electric; \$63,177.59.
3. PR 152312 to Musco Lighting, Inc. for the purchase of new field lighting for Ward B & C; \$244,354.00.
4. Authorize the Mayor to execute the new agreement with Centurylink Sales Solutions, Inc. for analog circuits at a reduced price.
5. Approve contract renewal with Brick America for IFB-15-2011, Purchase of Pavers for Clay Street and authorize the Mayor to execute Amendment 2.
6. Approve award and PR 152401 to Electric Supply of Tampa for IFB-21-2013, Material for Underground Electrical Projects; \$917,313.89.
7. Approve award to Graybar Electric for IFB-21-2013, Material for Underground Electrical Projects; \$4,342.66.
8. Approve award and PR 152409 to Gresco Utility Supply, Inc. for IFB-21-2013, Material for Underground Electrical Projects; \$623,981.42.
9. Approve award to HD Power Supply Power Solutions for IFB-21-2013, Material for Underground Electrical Projects; \$18,487.50.
10. Approve award to Mayer Electric Supply for IFB-21-2013, Material for Underground Electrical Projects; \$2,193.00.
11. Approve award and PR 152411 to Stuart C. Irby for IFB-21-2013, Material for Underground Electrical Projects; \$332,759.29.
12. Approve award and PR 152410 to Wesco Distribution for IFB-21-2013, Material for Underground Electrical Projects; \$112,432.50.
- c. Ratify the agreement between the City of Winter Park, Florida and Teamsters Local Union No. 385.

**Motion made by Commissioner McMacken to approve the Consent Agenda; seconded by Commissioner Sprinkel and approved unanimously with a 5-0 vote.**

### **Action Items Requiring Discussion**

#### Capen House

City Manager Knight presented a PowerPoint regarding the history of the house and the previous owners. He explained the request made in 2006 to add a garage whereby the owner applied for a historic designation but did not complete the process. In 2010, SunTrust began the foreclosure process on the property. In June 2011 the owner followed up on the historic designation which was granted on August 8, 2011; September 2012 SunTrust presented evidence that the foreclosure process had already started at the time the application was made and requested that the Commission rescind that designation based on its interest in the property which was done based on the evidence before the Commission. In March 2013 the property sold and on May 13 the demolition permit was applied for with the City. He spoke about the appeal that was denied in January 2013. It was clarified that the property belongs to SunTrust as of July 17 when they acquired title.

Mr. Knight further spoke about the demolition permit. He summarized the process in place resulting from Casa Feliz which requires a 30 day waiting period for the demolition. He stated the 30 day waiting period for the Capen House ends June 13. He further explained that if all the signoffs for the utilities are in place City staff has no authority to not grant the demolition permit.

Building Director George Wiggins explained the historic preservation ordinance regarding the demolition process. Planner Lindsey Hayes explained other properties on the historic registry whereby demolition took place. Mr. Wiggins answered questions of the Commission.

Mr. Wiggins summarized the current status of the demolition. He stated it has been posted with the intent to demolish which runs out June 13, the demolition contractor has not started the process of getting the disconnects or requested any utility disconnects based on information today from utilities, so even after the June 13 date the contractor has to follow through with getting all the disconnects which will take time to do. He stated it is up to the owners and demolition contractor as to how quickly they pursue that. Upon questioning by Commissioner McMacken, Mr. Wiggins stated he does not know of any action that can be taken to extend the date past June 13 but that we could ask the owner to volunteer to extend the date. Attorney Brown verified that the City has no procedure in place to delay the action. He explained options that could be put into place. Further discussion ensued regarding what transpired in the years past.

After comments, Attorney Brown commented that the City probably would have a sufficient municipal purpose if after considering everything you wanted to issue a short term delay (a rescission and re-issuance of the permit for 60 days in the future to see if the house can be saved). Further discussion took place regarding what can be done to preserve the house and the process for putting homes on the historic registry.

Mr. Wiggins at this time stated that the permit has not been issued yet and the demolition contractor is not aggressively going forward with demolishing the building. He stated they could ask the owner to voluntarily delay and the City would not be at risk for any liability. Commissioner Leary suggested the City take no action this evening but to work with the property owners to consider options to try and save the house. He stated the Commission made the right decisions for the property owners that were presenting their case.

Attorney Trippe Cheek, representing the property owners, stated that his client owns a house without a historical designation on it, have followed the process for applying for a demolition permit and are entitled to receive that based on the code. He stated that entitlement has a value that needs to be kept in mind in this **process. He read a statement written by the owner: "What is most important for preservation minded people to know is that from the beginning we were open to the idea of having the house relocated and it has never been our intent to immediately**

crash a wrecking ball through the home upon receipt of a demolition permit. In fact, we are in contact with parties who have an interest in relocating the home and we will look at those proposals carefully and supportively. The goals and functions of historic preservation in our community and how those goals should be balanced against personal property rights is a healthy and important debate. There are appropriate means of achieving those goals and there are less appropriate means of **achieving those goals when trying to balance personal property rights."**

Mr. Cheek stated they are authorized to a certain point to talk about a solution. His authority is as follows: The property owners have the right to the issuance of a demolition permit. They are willing to voluntarily delay that for 30 days once they have become entitled to the permit so there should be no concerns by the City about being sued. The purpose of that time is to receive and consider reasonable proposals to move the house in a reasonable time. He stated they will evaluate any proposals and one that they will accept has to be definite. He asked that the Commission take no action and if the City does not, they will voluntarily put a 30 day delay in place which will probably put it out at least 45 days from June 13.

Attorney Cheek commented that if there is a proposal received during the window that stipulates that something has to come before the Commission for approval which may delay the timing, that they will consider that as part of the proposal. He stated they are not saying the house has to be off of the lot in 45 days but are saying that a reasonable proposal must be made within 45 days and that it has to be fairly quick in terms of the solution to moving the house because of expenses they are incurring. Mr. Cheek clarified that the permit is to be issued in due course and will not happen until probably the end of this month if at all because they have not applied for the disconnection permits and then there will be another 30 day voluntary period that they will not proceed to demolish. He stated the Commission does not need to take any action.

Commissioner Sprinkel asked what the next steps would be. Mr. Cheek responded that the property owners believe this can be handled in a private manner without the involvement of the City. He stated they are not looking to make a deal with the City but are expecting someone from the private side to provide a proposal to move the house. Commissioner Cooper asked if there is any property in the City to be considered to move the house to which is an issue to preserve the house. It was agreed by the Commission that they are open to suggestions.

Mayor Bradley requested that at the next meeting they put an action item on the agenda that would only be to discuss the review of both the demolition process and historic preservation ordinance. There was a consensus to do so. Commissioner Cooper suggested speaking with other cities such as Coral Gables or Saint Augustine that have the same respect for their historic preservation and to provide information as to how we compare to them.

Public comments in favor of preserving the Capen House and/or amending the historic ordinance:

Sally Flynn, 1400 Highland Road  
Peggy Evans, 761 Virginia Drive  
Shay Silver, 745 Pansy Avenue  
Michael Spencer, 1509 Orange Avenue  
Betsy Owens, 656 N. Park Avenue  
John Kern, 1615 Roundelay Lane  
John Rogers Jr., 1002 Temple Grove  
Linda Kulmann, Winter Park Historical Association President  
Jeffrey Blydenburgh, 204 Genius Drive  
Gail Stedronslay Bove, 1165 Woodmere Drive  
Clardy Malugen, P.O. Box 2929 (previous owner)  
Sandy Womble, 940 Old England Avenue  
Letter from Amy Jennings Evans-Caruso, 2429 Sunset Drive, Tampa (attached)

**Public comments (5:00 p.m.)**

Melanie Spivey Monzadeh, 117 Variety Tree Circle, Altamonte Springs, spoke that she opposed the annexation at 1531 Lee Road that already took place.

**Public Hearings:**

- a. ORDINANCE NO. 2921-13: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING CERTAIN STREETS WITHIN THE RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION AREA INCLUDING THE RIGHT-OF-WAY OF ELVIN AVENUE LYING BETWEEN BENNETT AVENUE AND LOREN AVENUE; THE RIGHT-OF-WAY OF LOREN AVENUE LYING BETWEEN ELVIN AVENUE AND GLENDON PARKWAY AND THE RIGHT-OF-WAY OF KINDEL AVENUE LYING BETWEEN BENNETT AVENUE AND LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

Attorney Brown read the ordinance by title.

**Motion by Commissioner Leary to adopt the ordinance (and to include the comments made by Troy Attaway below); seconded by Commissioner Sprinkel.**

Public Works Director Troy Attaway explained that after the first reading property owners on Loren Avenue contacted them. They stated they were not in favor of the vacation of Kindel Avenue because of it possibly becoming a dead end street. He stated they worked with the owners (Bubbalou's Inc.) and the developer to resolve their concerns by providing an access easement between the north end of Loren Avenue and the new proposed Morgan Lane so there will be a connection with the southern portion of Loren Avenue. He also addressed an agreement between the developer and the City whereby the portion of Kindel Avenue (#4 shown on the

map, attached) will not be touched, closed or altered until Morgan Lane is constructed and in service. It was clarified that Morgan Lane will be a public road. 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.**

- b. Establishing City zoning on the non-Ravaudage properties in the Home Acres annexation area:

ORDINANCE NO. 2922-13: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH LOW DENSITY RESIDENTIAL AND COMMERCIAL FUTURE LAND USE DESIGNATIONS TO THE RECENTLY ANNEXED PROPERTIES AT 970, 1000, 1008, 1306 AND 1308 LOREN AVENUE; 933, 1101, 1123, 1211, 1253 AND 1313 LEWIS DRIVE; 1141 BENJAMIN AVENUE; 600, 1449, 1471, 1501 AND 1531 LEE ROAD AND AT 1175 N. ORLANDO AVENUE; MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second Reading

ORDINANCE NO. 2923-13: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) DISTRICT ZONING AND LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE RECENTLY ANNEXED PROPERTIES AT 970, 1000, 1008, 1306 AND 1308 LOREN AVENUE; 933, 1101, 1123, 1211, 1253 AND 1313 LEWIS DRIVE; 1141 BENJAMIN AVENUE; 600, 1449, 1471, 1501 AND 1531 LEE ROAD AND AT 1175 N. ORLANDO AVENUE; MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read both ordinances by title. A simultaneous public hearing was done for these two ordinances. There were no ex-parte communications since the first reading of the ordinance. Per questioning by Commissioner Cooper, Planning Director Briggs explained the difference between the City's C-1 and C-3 zoning.

**Motion made by Commissioner Leary to adopt the first ordinance (comprehensive plan); seconded by Commissioner Sprinkel.**

**Motion made by Commissioner Leary to adopt the second ordinance (zoning); seconded by Commissioner Sprinkel.**

Melanie Spivey Monzadehl, 117 Variety Tree Circle, Altamonte Springs (owner of property at 1531 Lee Road) opposed the two ordinances because she opposed the annexation of her property that already took place. She commented about not receiving the annexation notice. Discussion ensued regarding what transpired. It was clarified that the City did everything correctly to advertise and send notices to affected property owners.



**Upon a roll call vote on the first ordinance (comprehensive plan), Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

**Upon a roll call vote on the second ordinance (zoning), Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

c. Request of the Jewett Orthopedic Clinic:

- Conditional use approval to construct a two story, 25,000 square foot medical office building on the properties at 1235/1245 Orange Avenue and the south 10 feet of 955 Oak Place.

A simultaneous public hearing was held for the conditional use request and the two ordinances. Mayor Bradley and Commissioner McMacken announced a conflict of interest and recused themselves from voting. See Form 8B attached. Attorney Brown read both ordinances by title.

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATIONS OF MEDIUM DENSITY RESIDENTIAL TO PARKING LOT FUTURE LAND USE ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE FUTURE LAND USE ON THE SOUTH 10 FEET OF 955 OAK PLACE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading**

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE (O-1) DISTRICT ON THE SOUTH 10 FEET OF 955 OAK PLACE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading**

Planning Director Briggs explained the clinic wants to build a two story; 25,000 square foot surgery center as a compliment to their existing campus. He stated the conditional use is the approval for that building and they need to provide parking. Some of the parking is to be located to the rear of the building where there is a **1950's house that is coming down and that property is the portion that is being rezoned from the R-3 to Parking Lot.** Mr. Briggs further explained the parking situation at that location and that they are providing parking in excess of what they believe the real needs of the facility will be. He stated they meet all the codes and there are no variances requested.

He addressed one matter before the Planning and Zoning Board dealing with the proper buffering for the parking lot on Minnesota Avenue because we have the existing one that is already there and the new one to be constructed. The current code stipulates a wall but the neighbors they spoke with did not want the wall because of concerns with safety and visibility. They did not want vehicles late at night parking behind the wall where they could not visibly see the activities that may be going on. The consensus with the neighbors (applicant also agreed) was for more enhanced landscaping as a buffer and to delete the requirement of the wall.

**Motion made by Commissioner Leary to accept the first ordinance (comprehensive plan) on first reading; seconded by Commissioner Sprinkel.**

**Motion made by Commissioner Leary to accept the second ordinance (zoning) on first reading; seconded by Commissioner Sprinkel.**

No public comments were made.

**Upon a roll call vote on the first ordinance (comprehensive plan), Commissioners Leary, Sprinkel and Cooper voted yes. Mayor Bradley and Commissioner McMacken abstained from voting. The motion carried unanimously with a 3-0 vote.**

**Upon a roll call vote on the second ordinance (zoning), Commissioners Leary, Sprinkel and Cooper voted yes. Mayor Bradley and Commissioner McMacken abstained from voting. The motion carried unanimously with a 3-0 vote.**

**Motion made by Commissioner Sprinkel to approve the conditional use request, seconded by Commissioner Leary. No public comments were made. Upon a roll call vote, Commissioners Leary, Sprinkel and Cooper voted yes. Mayor Bradley and Commissioner McMacken abstained from voting. The motion carried unanimously with a 3-0 vote.**

- d. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA; AMENDING CHAPTER 58 "LAND DEVELOPMENT REGULATIONS", ARTICLE III "ZONING", SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS" SO AS TO FURTHER REGULATE MASSAGE THERAPY BUSINESSES CONDUCTED OR LOCATED IN THE CITY OF WINTER PARK, AND TO PROHIBIT RESIDENTIAL USE OF SUCH COMMERCIAL AND OFFICE SPACE HELD OUT AS A MASSAGE THERAPY BUSINESS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

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

- e. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 42-1, DEFINITIONS, AND 42-7, QUALIFICATION OF CANDIDATES AND CLERK'S CERTIFICATION, OF CHAPTER 42, ELECTIONS, TO ADD DEFINITIONS FOR "QUALIFICATION DEADLINE", "QUALIFICATION DOCUMENTS", AND "QUALIFICATION PERIOD", AND TO CLARIFY QUALIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

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

Upon questioning, Attorney Brown clarified that the ordinance provides five business days beginning at noon on the first business day of the qualification period for someone to qualify and takes into consideration any holidays that may fall in that period. No public comments were made.

**Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 5-0 vote.**

- f. AN ORDINANCE OF THE CITY OF WINTER PARK ADOPTING THE CITY SEAL IN THE MANNER REQUIRED BY STATUTE, RETROACTIVE TO THE FORMAL ADOPTION OF THE SEAL BY THE CITY COMMISSION OF THE CITY OF WINTER PARK ON MAY 10, 2004, PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title. Discussion ensued regarding the intent of the ordinance and the reason this is being brought forward at this time.

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

- g. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 1-7, GENERAL PENALTY; CONTINUING VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, ARTICLE I, IN GENERAL, TO AMEND THE PENALTY FOR VIOLATING MUNICIPAL ORDINANCES TO COMPLY WITH STATE LAW; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title. Attorney Brown explained this is a correction to our code to be consistent with State law regarding the term of imprisonment for a code violation.

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

Paul Vonder Heide, 100 East Rockwood Way, opposed the ordinance and believed that jail sentences for violations of municipal ordinances do not belong in a city that values civility.

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

- h. RESOLUTION NO. 2124-13: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, FINDING THAT IT IS NECESSARY TO SEEK A DECLARATORY JUDGMENT THAT WILL DETERMINE THE RIGHTS AS BETWEEN THE CITY, ORANGE COUNTY, AND TWO PRIVATE BILLBOARD COMPANIES; RATIFYING THE FILING OF SUCH ACTION BEFORE COMPLIANCE WITH THE DISPUTE RESOLUTION PROCEDURES UNDER CHAPTER 164, FLORIDA STATUTES; FINDING AN IMMEDIATE DANGER TO THE WELFARE OF THE PUBLIC THAT REQUIRES THE CITY OF WINTER PARK TO FILE THE DECLARATORY JUDGMENT ACTION AND RATIFYING THE PRIOR ACTION OF THE CITY MANAGER AND CITY ATTORNEY IN FILING THE DECLARATORY JUDGMENT ACTION; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Attorney Brown read the resolution by title. He explained they filed the declaratory judgment action because of the action they believe Orange County made in issuing a permit to the 1531 Lee Road address after they had already issued the entitlement in the PD for Ravaudage that the City had agreed to accept. Both billboards came within 1,000 feet of each other which was in violation of Orange County's own code. He stated this will be discussed further in the executive session on June 24. Upon comments, Mayor Bradley clarified that the City is not angry at Orange County but we have something in conflict and we need a judge to decide what the correct thing to do is. Building Director George Wiggins provided additional information as to what has transpired regarding this issue.

**Motion made by Mayor Bradley to adopt the resolution; 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 with a 5-0 vote.**

**City Commission Reports:**

- a. Commissioner Leary – No items.

b. Commissioner Sprinkel

Commissioner Sprinkel addressed a call that Kelly Pflug passed away and her service will be Wednesday. She also spoke about attending the Blessing of the Sensory Garden ceremony at The Gardens at the Depugh Nursing Home on Thursday. Commissioner Sprinkel also asked about the Florida League of Cities conference and what the City can participate in. She wanted the City to bring greetings to the conference.

c. Commissioner Cooper

Commissioner Cooper announced that Dick Proctor passed away. She asked that all bus stops have benches. Commissioner Cooper spoke about the large amount of emails that come to them and asked that a statement be posted on the website requesting that people include their names and addresses when sending emails. She wanted to make sure that City residents receive the highest priority of importance.

d. Commissioner McMacken - No items.

e. Mayor Bradley

Mayor Bradley commended the Commission for how they handled the issue of the Capen House because of the negative dialogue received in emails from citizens that was accusatory and questioning motives of the Commission. He addressed the need for more civility and expressed his disappointment with the people that vilified some during this process. He addressed the importance to distinguish what is considered historical. Commissioner Leary spoke that historical designation will be an important and difficult discussion to have. He commented that you start to lessen your brand when everything gets a historic plaque on the house.

Mayor Bradley spoke about the last conversation regarding the potential CDD and agreed with the idea of potentially getting land out of that in exchange for support. He agreed with that idea and wanted to pursue it.

Mayor Bradley addressed the email that Park Avenue is 100% leased which has not happened in a while. He spoke about the video that was done with 8 of the 9 current living Mayors reflecting on the City.

The meeting adjourned at 7:40 p.m.

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Mayor Kenneth W. Bradley

ATTEST:

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City Clerk Cynthia S. Bonham



# city commission agenda item

item type	Consent Agenda	meeting date	June 24, 2013
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## Purchases over \$50,000

	vendor	item   background	fiscal impact	motion   recommendation
1.	Gibbs & Register Inc.	PR 152370 for Site Work for the Interlachen Bricking project.	Total expenditure included in approved FY13 budget. Amount: \$60,767.39	Commission approve PR 152370 to Gibbs & Register Inc.
EOS site contractor for the New England/Alfond Inn Bricking project. Fifty percent (50%) cost share with Rolling College approved by City Commission November 12, 2012.				



# city commission agenda item

item type	Action Item Needing Discussion	meeting date	June 24, 2013
prepared by department division	John Holland, Director Parks and Recreation Department Administration	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Parks and Recreation Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

## subject

Mead Botanical Garden, Inc. has requested adjustment of the current 10 year renewable term Lease of Mead Botanical Garden to one (20) twenty year term with two (2) renewable twenty (20) year terms.

## motion | recommendation

Recommend approval of a lease addendum extending the Mead Botanical Garden Lease with Mead Botanical Garden, Inc. from five (5) renewable 10 year terms to one twenty (20) year term with two (2) renewable twenty (20) year terms.

## background

The current Lease provides for MBG, Inc's the exclusive premises use and operation of the City's old Parks Maintenance Facility (the "Barn"), Environmental Center, Pole Barn, Community Garden and the new "Grove" amphitheater and boardwalk wetlands.

The Lease was approved by the City Commission and then executed on December 20<sup>th</sup>, 2012. It has a term of 10 years with 4 additional 10 year renewals for a total of 50 years set to expire on December 20, 2062.

As the attached letter from MBG, Inc. indicates there are longevity requirements in many grant applications that must insure the agreements and leases of the properties receiving the funding must extend through a specific number of years. The current 10 year lease term does not fulfill these requirements therefore eliminating MBG, Inc. from consideration of some grant programs.

The lease will still include a termination clause whereas either party may provide 180 day written notice, with or without cause, to terminate the Lease Agreement.

## alternatives | other considerations

None

### **fiscal impact**

There is no fiscal impact to the City at this time. The fiscal impact to Mead Botanical Garden could be substantial if this addendum provides for the successful procurement of grant programs.

### **long-term impact**

The potential marketing and fundraising ability of the Mead Botanical Garden, Inc. could produce an increase in the use and rental revenue which could improve the funding for property and facility improvements resulting in a successful future for Mead Botanical Garden and joint venture for the City.

### **strategic objective**

N/A





## Mead Botanical Garden

Challenge the intellect,  
engage the imagination and  
celebrate the human spirit  
through experiences with  
nature and a full spectrum of  
sciences and the cultural arts.

May 2, 2013

Mr. John Holland  
Director, Parks and Recreation  
City of Winter Park  
401 S. Park Ave.  
Winter Park, FL 32789

Dear John,

Per our recent conversation, Mead Botanical Garden Inc. requests that the City revise the length and terms of the existing lease of Mead Botanical Garden to a 50 year term, similar to leases held by other non-profit groups that lease City property.

The purpose of this request is to enable MBG Inc. to qualify for substantial grant funding opportunities associated with improving and/or building new facilities at Mead Botanical Garden. These grants are in keeping with MBG Inc.'s purpose of revitalizing and enhancing Mead Botanical Garden for the citizens of Winter Park and other visitors.

Now that we are in a position to apply for facility-related grants, we have discovered that these grants often require an applicant to have a lengthier lease term than we currently hold. For example, the Florida Cultural Facilities Grant requires at least 10 years to remain on the applicant's lease when funds are awarded. MBG Inc.'s existing lease prohibits us from qualifying for this grant. This grant has a potential award of up to \$1.5 million for a multi-phased project and \$500,000 for a single phase project.

Another example is the Orange County Cultural Facilities grant which requires 7 years to remain on a lease at the time of award. This grant gives successful applicants between \$25,000 and \$250,000 per year and up to \$1.5 million over 5 consecutive years. MBG Inc.'s lease provides a short window of qualification for a single award from this grant and prohibits us from ever qualifying for the 5-year award.

With this in mind, we request that the terms of MBG Inc.'s lease in section 1.01 be revised to read that the Landlord hereby leases the Premises to Tenant for a term of 50 years. The terms of the lease that allow either party to terminate the lease at any time for any reason by giving 180 days' written notice would remain unchanged.

This simple revision of terms could open the doors to substantial funding and exciting project opportunities at Mead Botanical Garden. Thank you for facilitating this request.

Sincerely,

*Cynthia Hasenau*

Cynthia Hasenau  
Executive Director

PO Box 1227, Winter Park, FL 32790 [www.meadgarden.org](http://www.meadgarden.org) 1300 S. Denning Dr., Winter Park, FL 32789

Mead Botanical Garden, Inc. is a non-profit 501(c)(3) organization.

A copy of the official registration (#CH36315) and financial information may be obtained from the Division of Consumer Services by calling toll-free 800-435-7352 within the State of Florida. Registration does not imply endorsement, approval or recommendation by the State.

## LEASE AGREEMENT (MEAD BOTANICAL GARDEN)

THIS LEASE is entered into by and between the CITY OF WINTER PARK, a Florida municipal corporation ("Landlord") and MEAD BOTANICAL GARDEN, INC., a Florida not for profit corporation ("Tenant") this 20<sup>th</sup> day of December, 2012.

### RECITALS

**WHEREAS**, the City of Winter Park, hereinafter referred to as "Landlord", owns that certain property located within the City of Winter Park, Florida, known as "Mead Botanical Garden"; and

**WHEREAS**, the Landlord desires to lease to Mead Botanical Garden, Inc., a Florida nonprofit corporation (hereinafter referred to as the "Tenant") on the terms and conditions hereinafter provided, the Mead Botanical Garden, and all buildings, furniture, fixtures, appliances and other personal property regularly located on the Premises and associated with the use and benefit of the Premises, excluding the Winter Park Garden Club property, the Florida Federation of Garden Club property, and the City of Winter Park Parks and Recreation Department, Landscape Division property, (collectively, the "Excluded Areas"), subject to the terms hereinafter provided, (the Premises herein leased shall sometimes be referred to as the "Premises" or the "Leased Premises"); and

**WHEREAS**, Exhibit "A" shows that the Premises are subdivided for purposes of this Lease Agreement into two areas, Area One to the north of the entry road, and Area Two to the south of that road; and

**WHEREAS**, the parties intend that the Tenant shall have operational and management control (subject however to the limitations and requirements of this Lease Agreement) of that area north of the entry road (Area One as shown on Exhibit "A"); and

**WHEREAS**, the Tenant agrees to lease the Premises depicted on Exhibit "A", subject to all of the requirements of this Lease, and will perform faithfully all of its required duties and obligations pursuant to the Lease; and

**WHEREAS**, the City of Winter Park as Landlord has determined that it is in the interest of the citizens of Winter Park to enter this Lease, as this arrangement will better assure ongoing maintenance, operations and upkeep of Mead Botanical Garden.

**NOW, THEREFORE**, the parties do hereupon enter this Lease Agreement and covenant as follows:



**ARTICLE 1**  
**GENERAL PROVISIONS**

**Term**

1.01 Landlord hereby leases the Premises to Tenant for an initial term of ten (10) years beginning on December 20, 2012 and ending on December 20, 2022. Thereafter, subject to the Tenant being at such time in full compliance with the requirements and terms of this Lease Agreement, the Tenant shall have the option to extend the term for up to four additional ten (10) year periods, which opportunity will be automatically exercised by Tenant unless Tenant provides written notice of non-renewal to Landlord at least thirty (30) days prior to the expiration of the then current term. The lease term, including all potential options hereunder, shall therefore expire on December 20, 2062, assuming that the Tenant remains in compliance with the requirements of the Lease, and, exercises all of the available extension options, unless the parties amend the term of this Agreement in writing. Notwithstanding the foregoing, at any time during the term of this Lease or any extension or renewal thereof, Landlord may terminate for the reasons set out in Article 9, ("Default") of this Lease. Additionally, either party may terminate this Lease at any time for any reason, without cause or for cause, including for the mere convenience of a party, by giving one hundred eighty (180) calendar days' written notice to the other party of such termination. During the one hundred eighty (180) notice period, the parties shall fully perform their obligations under the Lease unless the parties mutually agree to terminate the Lease sooner than the one hundred eighty (180) day period of notification.

**Recitals**

1.02 The Recitals are incorporated herein by reference and are made a part of this Lease Agreement.

**Exhibits**

1.03 The exhibits to this Lease Agreement are incorporated herein by reference and are made fully a part of this Agreement. These exhibits are: "A" map showing the Leased Premises in colored dotted lines; "B" the Assignment of Responsibilities; and "C" Master Plan dated April 20, 2007.

**Exhibit "A"**

1.04 Exhibit "A" shows the Leased Premises divided into two areas. The North area being Area One, and the South area being Area Two. The exhibit also shows the property that is excluded from the scope of the Leased Premises, namely, the Winter Park Garden Club Property, the Florida Federation of Garden Club Property, and the City of Winter Park Parks and Recreation Department, Landscape Division Property. The North area, Area One, is north of the colored line that runs roughly east and west, beginning at the entrance to the Premises and



continuing eastward to the stream; said colored line of demarcation being north of the parking area that exists as of the date this Lease is entered, and is north of the current entrance road and to the south of the Winter Park Garden Club area. Area Two is south of that colored line.

The areas that are excluded from Leased Premises are shown by dotted colored lines on Exhibit "A". The Tenant has no rights to use or occupy the excluded areas under this Lease Agreement.

Tenant agrees it does not have the present capacity to operate and manage both Area One and Area Two. Therefore, the Tenant shall operate and manage Area One and the facilities therein, subject to the limitations, procedures and rules more specifically provided elsewhere in this Lease Agreement, in addition to the general responsibility of the Tenant to maintain the Premises and to make such improvements as it obtains the financial capability to make improvements.

In Area Two, at this time, the Tenant does not have the authority or responsibility to operate and manage the facilities in Area Two, and the Tenant's responsibility with respect to Area Two is to maintain it and to make such improvements that it has the financial capability to develop, subject to the specific requirements, procedures and duties imposed upon the Tenant more specifically elsewhere in this Lease Agreement. The parties may, by future amendment, transfer to the Tenant operation and management responsibility for the facilities in Area Two.

1.05 At all times during the term of this Lease and any renewal hereof, the City Commission of the City of Winter Park shall have the right to appoint a member of the Board of Directors of the Tenant, Mead Botanical Garden, Inc., and any successor thereof. The Board Member appointed by the City Commission shall be a full voting member of the Board of Directors of the Tenant.

## **ARTICLE 2**

### **RENT**

#### **Rent**

2.01 Tenant will pay Landlord \$1.00 per year, from the beginning of the lease term and throughout the original lease term and any renewal, in advance on the first day of each year. Payment of rent will not allow Tenant to remain in possession if the Tenant should default in the future and the Landlord terminates as provided in Article 9 of this Lease.

#### **Fees**

2.02 For Tenant managed events taking place in Area One, neither the Tenant nor staff and volunteers of the Tenant working on the event will be required to pay user fees or other charges or costs normally charged by the City. However, the Tenant shall charge all persons or other entities (except the Florida Symphony Youth Orchestra per the written agreement with MBG,

### **Responsibilities for Area One**

4.03 For Area Two of the Premises, Tenant shall only have the permitted uses that are consistent with the obligations of Tenant as set forth in Exhibit "B" ("Assignment of Responsibilities"). The parties acknowledge that in the future they may reach an agreement by which the Tenant will assume additional responsibilities to manage a portion of Mead Botanical Garden. If the parties agree, in the future, to allow the Tenant to assume additional responsibilities, including additional management of facilities or portions of the Premises, then such additional duties and responsibilities shall be set out in a written addendum to this Agreement. Until such time that such an addendum is entered, the scope of duties and responsibilities for the Tenant are set out in Exhibit "B". In the event a future agreement of this nature is reached, the City may, subject to the terms and provisions of such agreement, grant to the Tenant the exclusive right to operate, schedule and manage events and operations in the designated areas; subject, however, to such terms and conditions as the parties shall specify in such agreement.

### **Fundraising**

4.04 The Tenant agrees to keep the City Manager and Director of Parks and Recreation informed regarding fundraising activities. The City Manager and Tenant will work cooperatively so that the City Commission is kept informed of each fundraising activity where the target goal of the fundraising is to raise more than \$50,000.00. Fundraising will be conducted in accordance with legal requirements and consistent with appropriate standards befitting the dignity of the City of Winter Park and Mead Botanical Garden. The Tenant further agrees that earmarked donations, or those donations that are made for a specific purpose, will be accounted for separately and used for the purpose stated. All funds raised through fundraising activity shall be used for the betterment, improvement and/or maintenance of Mead Botanical Garden, except that reasonable expenses and costs of the event and the administration and business expenses of the Tenant may be paid so long as administrative expenses and business overhead are customary and reasonable for similarly situated non-profit organizations. The City Manager and Tenant will agree on procedures by which the financial records of Tenant are periodically made available for review by staff of the City and the Commission of the City of Winter Park.

### **Tenant's Obligation To Comply With City Code**

4.05 The Tenant shall, at all times, comply with all procedures and requirements imposed by the City of Winter Park with respect to fees, hours of operation and other governing procedures for Mead Botanical Garden and municipal parks in general. Notwithstanding, pursuant to the authority herein, the Tenant may request a waiver or variance from any generally applicable procedure or park rule, but the variance or waiver shall only be effective if the Tenant requests it in advance and receives the waiver or variance from the City Manager (or if delegated such



authority by the City Manager, from the Director of Parks and Recreation) or the City Commission, in writing. A requested waiver or variance from park rules will be deemed to be within the authority of the City Manager if the financial impact to the City, as determined by the City Manager, is less than \$50,000.00. However, the Tenant will not make separate requests for waivers or variances from park rules when such should be reasonably viewed as relating to a single topic or circumstance, for the purpose of avoiding approval from the City Commission.

## **ARTICLE 5**

### **TAXES, ASSESSMENTS AND INSURANCE**

#### **Personal Property Taxes**

5.01 Tenant must pay and fully discharge all taxes, special assessments, and governmental charges of any kind imposed during the lease term on the furniture, fixtures, appliances, and other personal property owned and placed by Tenant in, on, or about the Premises. Landlord must pay and fully discharge all taxes, special assessments, and governmental charges of any kind imposed during the lease term on the Premises. Responsibility for any other personal property taxes will be mutually agreed upon in writing by Landlord and Tenant. Landlord will not oppose any effort by Tenant to obtain tax exempt status and to comply with state, federal and local regulations that may exempt the Tenant from the payment of any or all taxes and assessments, but only to the extent that state, federal or local law allows for an exemption from taxation and assessments. Notwithstanding the foregoing, if the City of Winter Park, pursuant to Section 2.01, requires that user fees will be charged for specified uses of the Premises, then this provision shall not apply to such user fees, and the user fees shall be charged in accordance with the requirements that may be imposed from time to time by the City Commission. Notwithstanding the foregoing, the Tenant will have no obligation to pay any tax if it presents an exemption certificate or otherwise demonstrates in accordance with the procedures required by law that it is exempt as a charitable organization from payment of the particular tax. If the Landlord is assessed any tax because of the Tenant's failure to properly document its entitlement to an exemption, then the Tenant shall hold harmless and indemnify the Landlord for any tax assessment, including interest, penalties and costs.

#### **Real Property Taxes, Assessments and Insurance**

5.02 Landlord is responsible for any real property taxes, special assessments, and governmental charges of any kind imposed on the Premises during the lease term. The parties agree that the Landlord is a municipal subdivision of the State of Florida and is generally immune or exempt from real property taxation and special assessments.

### **Tax-Exempt Status of Premises**

5.03 The Premises are currently exempt from taxation under the provisions of Section 196.199, Florida Statutes. It is the intent of the parties that the ownership and use of the Premises pursuant to the terms of this Lease be such as to maintain and continue such exemption from taxation, and Landlord finds that the use of the Premises by Tenant serves or performs a governmental, municipal and public purpose and function, as defined in Section 196.012(6), Florida Statutes. The parties agree to use their respective best efforts to maintain the tax-exempt status of the Premises.

### **Insurance**

5.04 Unless otherwise agreed by Tenant and Landlord, Tenant is not responsible for obtaining property, liability or other insurance on the Premises. However, the Tenant is required to obtain such liability insurance as may be required by the City Manager from time to time to insure the Tenant from and against expenses, liabilities and claims that third parties may have as a result of Tenant's operations of the Premises. Tenant shall make the City of Winter Park an additional named insured on any insurance policy obtained pursuant to this section. Tenant agrees to hold harmless and shall indemnify the City from and against any and all claims, defenses, expenses and matters of any type whatsoever that arise out of or occur during Tenant's operations or maintenance of the Premises pursuant to this Lease Agreement. Tenant assumes responsibility to obtain insurance that may be required by law, including workers' compensation insurance, should it have or use personnel for performance of the duties of the Tenant pursuant to this Lease Agreement.

### **Self Insurance**

5.05 The Tenant may self insure where permitted by law up to an amount of \$5,000.00, without prior approval from the City Manager or designee. However, with the approval of the City Manager or designee (Director of Parks and Recreation or the City's Risk Manager), the amount of self insurance may be increased up to an amount not to exceed \$25,000.00.

## **ARTICLE 6**

### **CONSTRUCTION LIENS**

#### **Construction Liens**

- 6.01 (a) Tenant will not permit any construction or mechanic's liens to be placed upon the Premises or improvements on the Premises. Tenant will cause any construction or mechanic's lien that is filed on the Premises or on improvements located on the Premises to be discharged of record within 30 days after notice of the filing or imposition by payment, deposit, bond, order of court of competent jurisdiction, or as otherwise permitted by law. If default in discharge of the lien continues for 30



days after Landlord's written notice to Tenant, Landlord may, at its option, discharge the lien or any portion of it without inquiring into its validity by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings, or as otherwise permitted by law. Any amounts Landlord pays or incurs to remove a construction or mechanic's lien caused by Tenant to be filed against the Premises or improvements on them, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice.

- (b) Landlord's interest in the Premises is not subject to mechanics' liens for improvements made, or contracted for, by Tenant. Tenant must give written notification to all contractors making any improvements on the Premises about this lease provision.

## **ARTICLE 7**

### **DAMAGE OR DESTRUCTION**

#### **Notice to Landlord**

7.01 If the Premises, or any structures or improvements on them, are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a description of the damage and, as far as known to Tenant, the cause of the damage.

## **ARTICLE 8**

### **CONDEMNATION**

#### **Total Condemnation**

8.01 If, during the lease term or any extension or renewal of it, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

#### **Partial Condemnation**

- 8.02 (a) If less than all, but more than ten percent (10%), of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the Lease by giving Landlord written notice within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion.

- (b) If the Premises are partially condemned and Tenant fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Premises is condemned, this Lease will not terminate, but Tenant may, at its sole expense, restore and reconstruct the building and other improvements situated on the Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The fixed rent payable under this Lease will not be adjusted equitably during the unexpired portion of this Lease.

8.03 Landlord and Tenant are each entitled to receive and retain such separate awards and portions of lump-sum awards as are allocated to their respective interests in any condemnation proceedings. The termination of this Lease will not affect the rights of the respective parties to the awards.

## **ARTICLE 9**

### **DEFAULT**

#### **Tenant's Default**

9.01 Subject to the procedures for immediate termination in the event of an emergency breach of this Lease involving significant risk of harm, if Tenant remains in default of any provision of this Lease for more than thirty (30) days after written notice of the default, then Landlord may, at its option, and without further notice to Tenant, terminate this Lease. However, a default shall not result in termination if the default, because of its nature, cannot reasonably be cured despite Tenant's best efforts to cure within thirty (30) days, so long as Tenant works continuously, with reasonable best efforts, to cure the default as soon as possible.

Without limitation, the Tenant shall be in default and Landlord shall have the right to terminate this Lease and remove Tenant from the Premises in accordance with the provisions of applicable law if the Tenant shall breach or fail to perform any obligation imposed upon the Tenant by this Lease, including but not limited to, any requirement or condition set out in Articles 3 and 4 of the Lease, and Exhibit "B" to the Lease. Notwithstanding Tenant's general right to cure after notice within 30 days, the Landlord may immediately terminate this Lease without opportunity for Tenant to cure if Landlord determines that a default by Tenant, or any of its agents, employees or volunteers, is of an emergency nature that presents an emergency or significant risk of harm or loss to persons or property.

#### **Landlord's Lien**

9.02 Landlord shall have a lien on all fixtures, chattels, or other property of any description belonging to Tenant that is placed in, or becomes a part of, the Premises, as security for Tenant's performance hereunder. This lien is not in lieu of, nor in any way does it affect or replace the statutory landlord's lien, and this is a contractual lien in addition to that lien provided under



Florida Statutes, Chapter 83. If Landlord terminates the leasehold and re-enters or re-lets the Premises, then Landlord may take possession of all of Tenant's property on the Premises and may either sell it at public or private sale or may use it as a part of the park's operations, in the sole discretion of the Landlord.

#### **Landlord's Default**

- 9.03 (a) If Landlord defaults in performing any term or covenant that Landlord must perform under this agreement, Tenant may do either of the following:
- (i) After not fewer than thirty (30) days' notice to Landlord, Tenant may remedy the default by any necessary action and, in connection with the remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended, or obligations incurred by Tenant in connection with remedying Landlord's default. Tenant may, if not reimbursed, in addition to any other right or remedy it may have, deduct these costs and expenses from rent subsequently due under this lease.
  - (ii) Tenant may terminate this Lease by giving Landlord at least thirty (30) days' notice of its intention. If Tenant chooses this option, the Lease will terminate on the date designated in Tenant's notice, unless Landlord has cured the default before the thirty (30) day period expires.
- (b) Landlord's default does not give Tenant the right to withhold payment of rent during the term of the Lease.
- (c) However, a failure as described above shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Landlord within a period of 30 days, and Landlord proceeds to cure the failure with reasonable diligence and in good faith.

#### **Cumulative Remedies**

9.04 All Landlord's and Tenant's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease. All the rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

#### **Waiver of Breach**

9.05 Any waiver by Landlord or Tenant of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

## **ARTICLE 10**

### **INSPECTION BY LANDLORD**

Tenant will permit Landlord and its agents, representatives, and employees to enter the Premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Landlord's interest in the Premises or to perform Landlord's duties under this Lease.

## **ARTICLE 11**

### **ASSIGNMENT AND SUBLEASE**

Tenant may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in it or in the Premises or the improvements on them, without Landlord's written consent, which Landlord may grant or withhold at its sole and reasonable discretion. If Tenant sublets, assigns, encumbers, or otherwise transfers its rights or interests in this Lease or in the Premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this Lease terminated.

## **ARTICLE 12**

### **MISCELLANEOUS**

#### **Notices and Addresses**

- 12.01 (a) All notices required under this Lease must be given by certified or registered mail, addressed to the property party at the following addresses:

Landlord: City of Winter Park  
City Hall  
401 Park Avenue South Winter Park, FL 32789  
Attn: City Manager  
With a copy to:  
Director of Parks and Recreation City Hall  
401 Park Avenue South  
Winter Park, FL 32789

Tenant: Mead Botanical Garden, Inc.  
P.O. Box 1227  
Winter Park, FL 32790

- (b) Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with this section.



### **Parties Bound**

12.02 This agreement binds and inures to the benefit of the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

### **Choice of Law**

12.03 This agreement is to be construed under the laws of the State of Florida, and all obligations of the parties created by this Lease are performable in Orange County, Florida.

### **Legal Construction**

12.04 If one or more of the provisions contained in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

### **Prior Agreements Superseded**

12.05 This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

### **Amendment**

12.06 No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

### **Attorney's Fees and Costs**

12.07 If, as a result of either party's breaching this agreement, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

### **Force Majeure**

12.08 Neither Landlord nor Tenant is required to perform any term or covenant in this Lease so long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome, in whole or part.

### **Time of Essence**

12.09 Time is of the essence of this agreement.

### **Status of Tenant**

12.10 A material consideration for Landlord to enter into this Lease is the fact that Tenant is a Florida not for profit corporation, and is recognized as a Section 501 (c) (3) entity under the provisions of the Internal Revenue Code of 1986, as amended. Throughout the term of this Lease, Tenant shall maintain such corporate status and tax exempt recognition.

### **No Third Party Beneficiaries**

12.11 There are no third party beneficiaries intended or established by this agreement and only the Tenant and Landlord shall have any rights as a result of or pursuant to this Lease Agreement. No third party shall have standing nor any rights under this Lease Agreement nor may any third party take any legal action to enforce any rights alleged to arise as a result of this Lease Agreement.

### **Termination For Convenience Upon Notice**

12.12 Either party may terminate this Agreement at any time, without cause and merely for convenience, by giving the other party one hundred eighty (180) calendar days' written notice of termination. Unless the parties mutually agree to terminate sooner, the parties shall fully perform their respective obligations during the one hundred eighty (180) calendar day notification period. Following termination, neither party shall have any liability under this Lease to the other.

[Remainder of page intentionally left blank.]

The undersigned Landlord and Tenant execute this agreement effective as of the 20<sup>th</sup> day of December, 2012.

**LANDLORD**

CITY OF WINTER PARK

By: 

Print Name: Randy S. Knight

City Manager

**TENANT**

MEAD BOTANICAL GARDEN, INC.

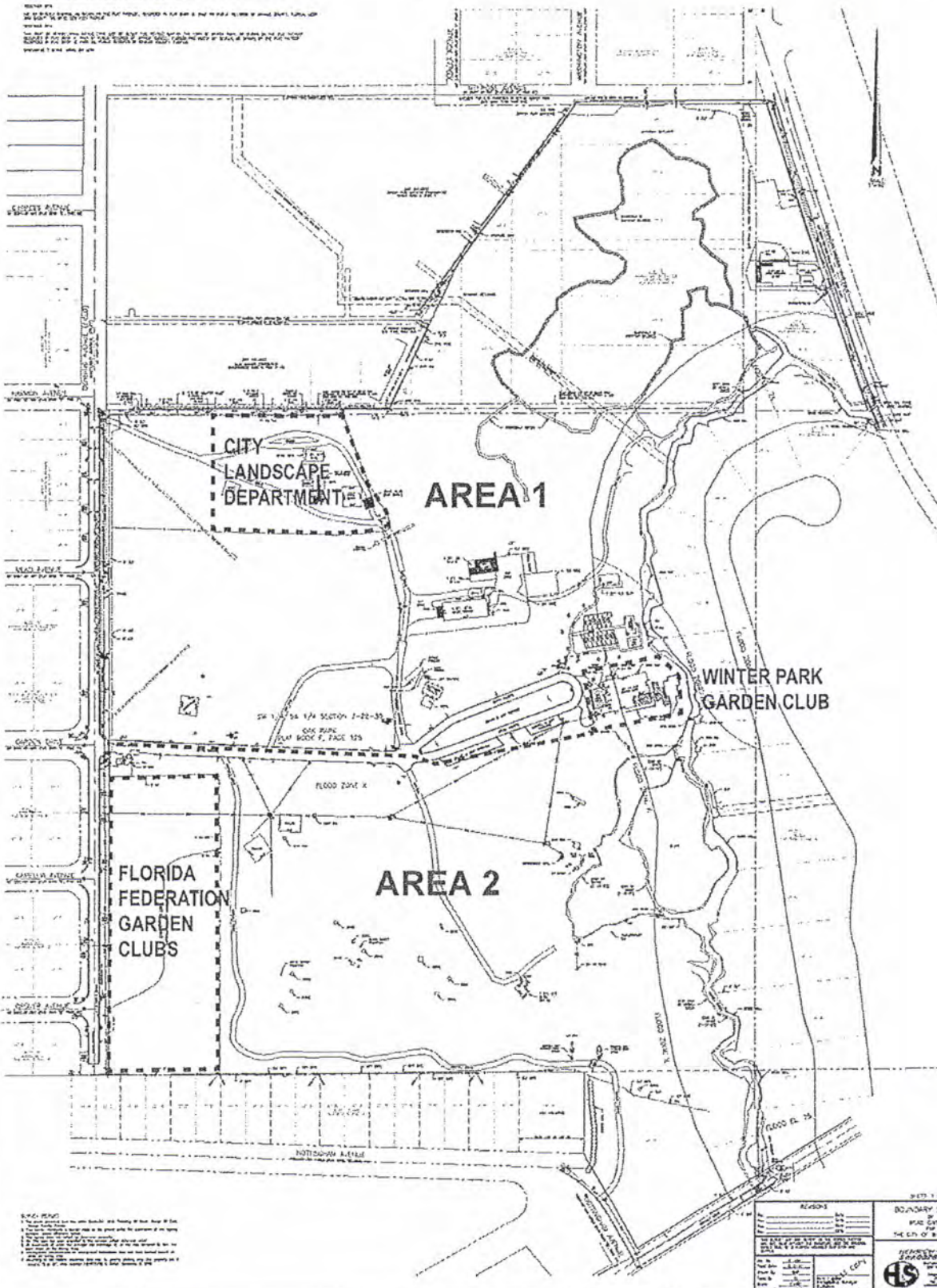
By: 

Print Name: William Weir

As its: PRESIDENT



# EXHIBIT A: AREAS EXCLUDED FROM LEASE AGREEMENT SEPT 1, 2012



NOTES:  
1. The survey was made on the basis of the best available information and is not a warranty of title.  
2. The survey was made on the basis of the best available information and is not a warranty of title.  
3. The survey was made on the basis of the best available information and is not a warranty of title.  
4. The survey was made on the basis of the best available information and is not a warranty of title.  
5. The survey was made on the basis of the best available information and is not a warranty of title.

REMARKS		DATE
1. The survey was made on the basis of the best available information and is not a warranty of title.	2. The survey was made on the basis of the best available information and is not a warranty of title.	
3. The survey was made on the basis of the best available information and is not a warranty of title.	4. The survey was made on the basis of the best available information and is not a warranty of title.	5. The survey was made on the basis of the best available information and is not a warranty of title.
6. The survey was made on the basis of the best available information and is not a warranty of title.	7. The survey was made on the basis of the best available information and is not a warranty of title.	8. The survey was made on the basis of the best available information and is not a warranty of title.
9. The survey was made on the basis of the best available information and is not a warranty of title.	10. The survey was made on the basis of the best available information and is not a warranty of title.	11. The survey was made on the basis of the best available information and is not a warranty of title.
12. The survey was made on the basis of the best available information and is not a warranty of title.	13. The survey was made on the basis of the best available information and is not a warranty of title.	14. The survey was made on the basis of the best available information and is not a warranty of title.
15. The survey was made on the basis of the best available information and is not a warranty of title.	16. The survey was made on the basis of the best available information and is not a warranty of title.	17. The survey was made on the basis of the best available information and is not a warranty of title.
18. The survey was made on the basis of the best available information and is not a warranty of title.	19. The survey was made on the basis of the best available information and is not a warranty of title.	20. The survey was made on the basis of the best available information and is not a warranty of title.





Exhibit 'B'

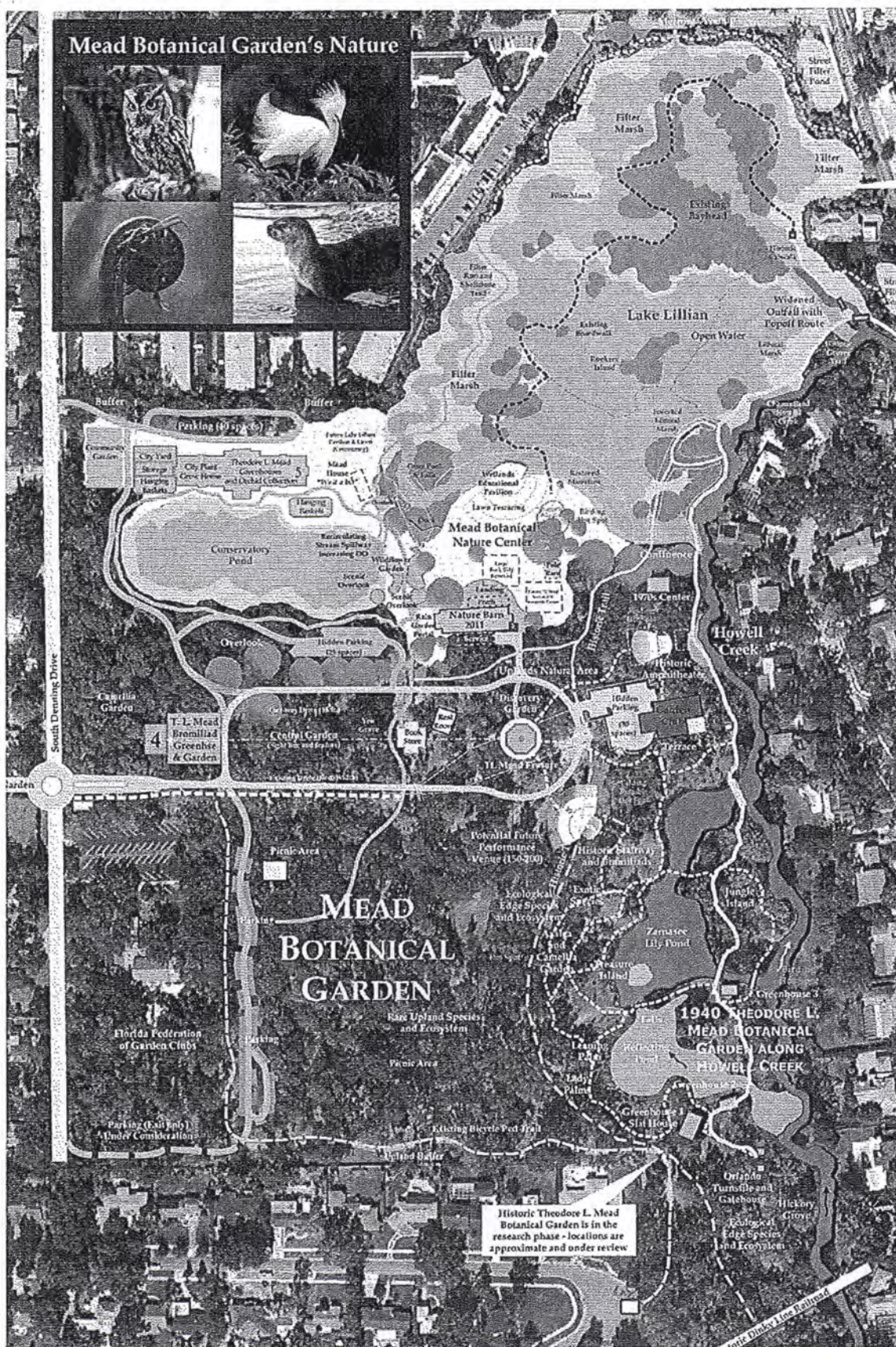
# MEAD BOTANICAL GARDEN - OPERATING AGREEMENT ASSIGNMENT OF RESPONSIBILITIES

5-Oct-12

	AREA 1	AREA 2	
<b>OPERATIONS</b>			
Security	CWP	CWP	Ranger and Gatehouse
Administration	MBG	MBG	
Design and Planning	MBG	MBG	
Programming	MBG	MBG	
Scheduling	MBG	CWP	Prior to scheduling an event or committing the use of a facility in either area, MBG and CWP will coordinate scheduling to avoid conflicts.
Insurance (property)	CWP	CWP	
Insurance (events)	MBG	CWP	
<b>GROUND</b>			
Tree Pruning	CWP	CWP	
Tree Planting and removal	CWP	CWP	
Vine Control	CWP	CWP	
Vine Spraying	CWP	CWP	
Fencing	CWP	CWP	
Mowing	CWP	CWP	
Shrub Pruning	MBG	CWP	
Weeding	MBG	CWP	
Mulch	CWP	CWP	
Plant Beds	MBG	MBG	
Roadway maintenance	CWP	CWP	
New Roads	CWP	CWP	
Signage	MBG	MBG	Will conform to City requirements
Gatehouse Entry Building	n/a	CWP	
<b>UTILITIES</b>			
Stormwater sites	CWP	CWP	
Water Treatment	CWP	CWP	
Creek Edge	CWP	CWP	
Irrigation	CWP	CWP	
Electricity	CWP	CWP	
Trash Removal	CWP	CWP	
Communications	CWP	CWP	
Water	CWP	CWP	
Alum Facility	TBD	TBD	
<b>BUILDINGS/FACILITIES</b>			
Picnic shelters	MBG	CWP	
Environmental Center	MBG	n/a	
Amphitheater	MBG	n/a	
Boardwalk	MBG	n/a	
Discovery Barn	MBG	n/a	
Pole Barn	MBG	n/a	
The Grove	MBG	n/a	
Restrooms	CWP	n/a	MBG Inc. will supplement the City's monitoring of conditions and advise City if attention is required.
Community Garden	MBG	n/a	
Landscape Department	CWP	n/a	
Garden Club	N.I.L.		
Federation		N.I.L.	



## A composite of four black and white photographs. Top left: An owl perched on a branch, looking forward. Top right: A bird, possibly a grebe, on a nest of grass. Bottom left: A mole emerging from its hole, holding a stick. Bottom right: A seal resting on a sandy beach.



- Original 1947 T.L. Mead Botanical Garden
- Quarter Club and Ft. Federation of Garden
- Friends of Mead Garden
- Brick Road to Shellstone (Mostly one way)
- Crossed to Shellstone Drive (Mostly one way)

From *Worship: Theology, Ministry, and Spirituality*, copyright © 1998 by Augsburg Fortress, Minneapolis, MN.



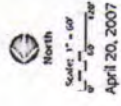
Mead Botanical Garden





LEGEND

- 1 Main Entrance
  - Decorative Paving
  - Enhanced Landscaping
  - Decorative Lighting
- 2 Pedestrian Entrance
  - Decorative Fence and Gate
  - Enhanced Landscaping
  - Decorative Lighting
- 3 Environmental & Visitor's Center
  - Florida Vermorel Architectural Style
  - Guestroom/Office Space
  - Center
  - Restroom
  - Parking
- 4 City Maintenance Department
  - Style Buildings
  - Office/Storage Space
  - Maintenance Garage
  - Employee Parking
  - Perennial Planting
  - Decorative Fence, Gate and Wall
- 5 City Landscape & Horticulture Department
  - Greenhouse and Shade Structure
  - Office Space
  - Perennial Planting and Parking
  - Lawn Space
- 6 The Mead Heritage House
  - Greenhouse
  - Ornamental Plant Collections and Restroom
- 7 Picnic Pavilions
  - Green Roof
  - Picnic Tables, Grills and Trash Enclosures
- 8 Amphitheater
  - Terraced Seat Walls
  - Grass and Brick Banding
  - Lighting
  - Landscape
- 9 Marsh Ecosystem
  - At-Grade Boardwalk
  - Native Wet Meadow Plantings
- 10 Upland Ecosystem
  - Native Understory Plantings
  - Selective Tree Removal and Planting
  - Site Furnishings
- 11 Clay Pit
  - Revegetated Stormwater Pits
  - Removal of Invasive Plants
  - Revegetation with Native Plants
- 12 Camellia Garden
  - Decorative Signage and Entrance
- 13 Discovery Garden
  - Native Plantings
  - Informational Signage
  - Brick Walkways
  - Match Paths
- 14 Butterfly Garden
  - Arbors
  - Site Furnishings
  - Water Feature/Art
  - Sculpture/Art
  - Brick Path
  - Match Paths
- 15 Wildflower Meadow
- 16 Winter Park Garden Club
  - Demonstration Garden
- 17 Restored Wetland
  - Elevated Boardwalk
  - Restoration with Native Wetland Species
- 18 Pennsylvania Avenue
  - Retention Pond
- 19 Brick Entrance Drive
- 20 Perennial Parking
- 21 Hills Trail
- 22 Elevated Boardwalk
- 23 At-Grade Boardwalk
- 24 Nature Trail
- 25 Learning Pavilion
  - Shade Structure
  - Seating Area
  - Outdoor Classroom Space
  - Informational Signage



Mead Garden Master Plan (As Amended by FOMG)



PBS



Exhibit 'C'



# CITY OF WINTER PARK - FEE SCHEDULE

Effective: October 1, 2011

## PARK FEES

### DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

#### Azalea Lane Playground (20% resident discount):

##### Small Pavilion:

Full day .....	50.00 (M)
Half day .....	30.00 (M)

#### Central Park:

##### Group Events:

Small events (less than 400 people) .....	550.00 (M)
Large events (400 – 2,000 people) .....	1,650.00 (M)
Significant events 2,001 + people .....	2,750.00 (M)
Rose Garden wedding .....	250.00 (M)
Deposit .....	100.00 (M)

#### Central Park West Meadows:

##### Group Events (fee is doubled for functions charging admission):

Small events (less than 400 people) .....	550.00 (M)
Large events (400 – 2,000 people) .....	1,650.00 (M)
Significant events 2,001 + people .....	2,750.00 (M)

#### Mead Garden:

##### Group Events:

Small events (less than 400 people) .....	550.00 (M)
Large events (400 – 2,000 people) .....	1,650.00 (M)
Significant events 2,001 + people .....	2,750.00 (M)
Amphitheater (two hours) .....	225.00 (M)
Deposit .....	100.00 (M)

##### Large Pavilion (20% resident discount):

Full day .....	90.00 (M)
Half day (open to noon or 2 pm to close) .....	60.00 (M)

#### Fleet Peoples Park:

##### Group Events:

Small events (less than 400 people) .....	550.00 (M)
Large events (400 – 2,000 people) .....	1,650.00 (M)
Significant events 2,001 + people .....	2,750.00 (M)

##### Large Pavilion (20% resident discount):

Full day .....	90.00 (M)
Half day (open to noon or 2 pm to close) .....	60.00 (M)

##### Small Pavilion (20% resident discount):

Full day .....	50.00 (M)
Half day (open to noon or 2 pm to close) .....	30.00 (M)

Commission Meeting Minutes 11/22/10

a. Mead Botanical Garden Enhancement Visioning and Operational Planning

Mr. Knight stated that he forwarded a memorandum this past week to everyone from Commissioner Cooper dated November 15, 2010 that has some suggested language. Commissioner Cooper said it includes a summary of recommended key point items to discuss and possibly be included (see attached). **Motion made by Commissioner Anderson to adopt a resolution around Section 8 on the keypoints for discussion; seconded by Commissioner Cooper.**

"8. Key points submitted by Commissioner Cooper:

- a. All terms of Letter of Acknowledgement continue.
- b. Approve lease of land under Learning Center. Consider extending to TL Mead Botanical Collection after demonstrated success with ELC.
- c. FMG to cover all operating expenses (including personnel, utilities, and maintenance) for ELC.
- d. Capital Improvement funds to be included in (FY12-15) Capital Plan budget.
- e. Short term renewable lease only on ELC land until success demonstrated.
- f. Lake Lillian, Howell Creek Botanical and Uplands Botanical areas to remain open to the public without entry fee.
- g. City to write all grant request for government grants.
- h. FMG to write all grant request for non-government grants after City approval to pursue.
- i. Process request through Parks Board/Planning & Zoning IAW Schedule A, Letter of Acknowledgement."

**Motion made by Commissioner Cooper to amend to add item 'j', that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there; seconded by Commissioner Anderson.**

Commissioner Anderson asked Commissioner Cooper for clarification regarding capital improvements. She explained by reading item 3a of her memo: "City agrees to budget funds (or equivalent in-kind support) totaling \$200,000 per year (FY2012-FY2015), for capital improvements required to implement the seven Mead Gardens Strategic Plan priorities. The level of this funding commitment is conditioned upon municipal revenues remaining stable or increasing in future fiscal years covered by this agreement." Discussion ensued with each Commissioner sharing their concerns with funding, governance, guidance and vision. Mayor Bradley said he is concerned about hiring someone to create a vision versus starting with some guidelines and then whoever comes helps them fulfill the need.

**Motion amended by Commissioner Anderson that on the motion that says 8d on the keypoints "capital improvements", if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add "pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year"; seconded by Mayor Bradley.**

**Motion made by Mayor Bradley to amend to add item "k" that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered; seconded by Commissioner Anderson.**



Commissioner Cooper asked for clarification. Mayor Bradley said that they need a director, no matter who pays for it, but he thinks they need permission to do that because they are not going to let somebody else come up with a consultation for land that the City owns without some authority. Commissioner Dillaha suggested that they handle it as two separate items, and to go forward with the environmental learning center first and the second part is the governance item of all of Mead Garden, which she would like to have Director Robert Bowden or a similar consultant to come in and talk to the Commission first as a City and figure out some options.

**Motion amended by Commissioner Dillaha to contain only items 'b', 'c', 'd', 'e', 'f', or to strike 'a', and change 'g' to "the city and FMG will write grant requests" and delete 'k'. Motion failed for lack of a second.**

**Motion amended by Commissioner McMacken to approve item 'b', the lease of land under the learning center contingent upon a proper lease put forward and item 'k', to bring forth the required expertise to help them decide on what other items that they should advance on. Motion failed for lack of a second.**

Jeffrey Blydenburgh speaking on behalf of FMG stated that Robert Bowden has been a part of this process since day one and recommends that he is a part of the plan for moving forward. Mr. Blydenburgh complimented Commissioner Cooper on the document that she produced and said they agree with it and have a few additions to it. He clarified that Mead Gardens should be called Theodore Mead Botanical Garden and that has been the name from the start. He spoke about the 8 points and recommended that item 'a' be included; that item 'b' be extended; they agree with item 'c', capital improvement funds to be included; and item 'e' would be really useful to succeed to have the leasing of a greater area as part of what they are doing.

Mr. Blydenburgh stated that they agree that all 47 acres should be open to the public and their goal should be that there is no admission charge; they suggested that item 'g' and 'h' be governed by the letter of acknowledgement so the City can take the lead on federal grants and FMG would take the lead on private grants; and item 'i' as long as they are running the environmental learning center they are meeting the requirements of the lease and that is what they would promote as a lease negotiation and the hiring of appropriate counsel they clearly support that. He said they offered to have the Director of the American Public Gardens, Dan Stark to assist with this effort and they are proposing to do a work shop that would include Bob Bowden, the director of the Botanical Garden in Vero Beach and Marie Selby Gardens in Sarasota. He said with these points to consider they concur with them moving this item forward.

Mayor Bradley shared his concerns with them wanting a bigger piece of property under the lease and said that he thinks the Commission is not ready to make that step yet since it needs to be further defined and determined. Mr. Blydenburgh said it is more beneficial and explained that if they just had the environmental learning center piece of it and they are not able to address the other areas, it will affect their ability to perform the way the City would like them to perform. Commissioner Cooper stated that she does not see them being inhibited from continuing to work with the City for the entire garden and implement the strategic plan. Mr. Blydenburgh said that is true.

Forest Michael suggested alternate language to use regarding the request for additional property, such as "that the FMG would work with the City to restore the TL Mead Botanical Garden and its facilities" that should accommodate the issue. Mr. Michael also addressed the grant writing items and said in working with the City it can contribute matches towards some of the public grant writing and there should be some collaboration between both FMG and the City.



Upon a roll call vote on the first amendment to add item "j" (to add item 'j' that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there), Mayor Bradley and Commissioners Anderson, Dillaha, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the second amendment to add item "k" (that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered), Mayor Bradley and Commissioners Anderson and McMacken voted yes. Commissioners Dillaha and Cooper voted no. The motion carried with a 3-2 vote.

Upon a roll call vote on the third amendment to replace 8d with 3a (and to amend that on the motion that says 8d on the key points "capital improvements", if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add "pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year"), Mayor Bradley and Commissioners Anderson, McMacken and Cooper voted yes. Commissioners Dillaha voted no. The motion carried with a 4-1 vote.

Upon a roll call vote on the overall motion as amended (to add item 'j' that all fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there; that working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered; and to amend that on the motion that says 8d on the key points "capital improvements", if they could substitute a version of page 1 where it says 3a, where they could revise 3a to add "pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds of at least \$200,000 per year", Mayor Bradley and Commissioners Anderson, McMacken and Cooper voted yes. Commissioners Dillaha voted no. The motion carried with a 4-1 vote.

For clarification purposes, the final adoption motion is as follows:

- a. All terms of Letter of Acknowledgement continue.
- b. Approve lease of land under Learning Center. Consider extending to TL Mead Botanical Collection after demonstrated success with ELC.
- c. FMG to cover all operating expenses (including personnel, utilities, and maintenance) for ELC.
- d. Pending a presentation of an improvement plan and a governance strategy, the City agrees to budget funds (or equivalent in-kind support) of at least \$200,000 per year (FY2012-FY2015), for *capital improvements* required to implement the seven Mead Gardens Strategic Plan priorities. The level of this funding commitment is conditioned upon municipal revenues remaining stable or increasing in future fiscal years covered by this agreement. The plan and strategy will include a feasibility evaluation of a fee-based botanical garden before the City spends significant sums on the formal area.

- e. Short term renewable lease only on ELC land until success demonstrated.
- f. Lake Lillian, Howell Creek Botanical and Uplands Botanical areas to remain open to the public without entry fee.
- g. City to write all grant request for government grants.
- h. FMG to write all grant request for non-government grants after City approval to pursue.
- i. Process request through Parks Board/Planning & Zoning IAW Schedule A, Letter of Acknowledgement.
- j. All fees generated by the programs and the events sponsored by Friends of Mead Gardens (FMG) will be used exclusively for operations, maintenance or capital improvements to Mead Gardens so that all fees generated there stay there.
- k. Working jointly with FMG the hiring of an appropriate counsel/leadership or consultant/director to achieve the vision will be mutually considered.



**CITY COMMISSION WORK SESSION**  
**December 12, 2011**

The work session was called to order by Vice Mayor Steven Leary at 2:00 p.m. in the Rachel D. Murrah Civic Center, 1050 West Morse Boulevard, Winter Park, Florida.

Members present:

Mayor Kenneth Bradley (arrived 2:04 p.m.)  
Commissioner Steven Leary  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper (arrived 2:05)  
Commissioner Tom McMacken

Also present:

City Manager Randy Knight  
City Attorney Larry Brown (arrived 2:11 p.m.)  
Deputy City Clerk Michelle Bernstein  
Jeffrey Blydenburgh

This meeting was a work session with no public input.

Mead Garden Lease Agreement

This work session was to discuss the Mead Garden Lease Agreement with the City.

Executive Director Jeffrey Blydenburgh representing Mead Botanical Garden, Inc. provided a PowerPoint presentation titled "Business Plan - December 2011." He summarized their mission and vision, garden operations, organizational structure, operating policies, programs and events, partnerships and alliances, facility rentals, financials, project status, marketing and public relations and the chart of responsibilities from the lease agreement.

Mr. Blydenburgh spoke briefly about the operating and capital expenses in the FY2011-2012 budget that was presented. He mentioned that if they can raise \$500,000 in the next year they will have a balanced budget. He explained that the most important task is to raise awareness and funds and with focused marketing efforts, Mead Botanical Gardens, Inc.'s goal is to increase rental revenue for existing facilities by 15%. Mr. Blydenburgh also mentioned that rental customers will be required to provide proof of insurance, as currently required by the City's policies.

In summary, Mr. Blydenburgh indicated that they are looking to gain approval of the overall lease from the City so they can continue with their plans to operate and run the garden. He clarified that they are requesting that the lease be for the entire garden and not just the Environmental Learning Center.

Mr. Blydenburgh answered questions. Discussion ensued regarding educational programming, fundraising events, entire garden lease vs. partial garden lease, lease agreement for building and a separate agreement for operational use, length of lease, insurance and assignment of responsibilities listed in the lease agreement such as maintenance of the gardens, grounds, water, buildings, operations, etc. The Commission mentioned that there are two items that still need to be discussed #1) the definition of an overall successful relationship; and #2) the entire garden lease or not.

There was a question regarding the timeframe for a decision to be made which resulted in an agreement to have the Parks and Recreation Board review this item sometime in January 2012, followed by a public meeting with Mead Botanical Garden, Inc. and then bring forward to the City Commission for approval of a joint partnership with Mead Botanical Gardens, Inc. which requires a lease.

CITY COMMISSION WORK SESSION MINUTES  
DECEMBER 12, 2011  
PAGE 2 OF 2

The meeting adjourned at 3:20 p.m.

A handwritten signature in cursive script, reading "Cynthia S. Bonham". The signature is written in dark ink and is positioned above a horizontal line.

City Clerk Cynthia S. Bonham



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	June 24, 2013
prepared by department division	Cindy Bonham City Clerk	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## subject

Annual Florida League of Cities Conference Voting Delegate

## motion | recommendation

Motion to appoint either the Mayor or Commissioner as the City of Winter Park voting delegate to attend the Florida League of Cities Annual Conference on August 15-17.

## background

The Commission has delegated either the Mayor or a Commissioner in prior years. The voting delegate will make decisions that determine the direction of the League.

## alternatives | other considerations

Do not send a voting delegate.

## fiscal impact

Travel expenses and registration for the conference.

## long-term impact

N/A

## strategic objective

N/A



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	June 24, 2013
prepared by department division	Troy Attaway/Dori Stone Public Works/ED/CRA	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

## subject

CRA Parking Study

## motion | recommendation

Approve parking study results and authorize staff to implement the first three recommendations

## background

In December, 2012, the City Commission directed staff to update data in a 2007 parking study based on an increase in comments related to insufficient parking within the Park Avenue corridor. This study considered several factor:

- Analyze current parking supply and demand
- **Review the City's parking policies**
- Provide parking recommendations

Throughout the Spring of 2013, BASE Consultants performed an inventory of on-street and off-street city parking within the study area. Community input was also solicited by local residents, employees, business owners and visitors to the downtown area. In addition, the study area was expanded to include all of the CRA and Orange Avenue. Similar studies have generally involved just the central business district.

After a full analysis, the consultants found that the parking supply for the entire study area includes a surplus of 193 weekday daytime spaces and a surplus of 182 weekend daytime spaces. However, facilities serving the Park Avenue area corridor experience a deficit of 237 weekday daytime spaces and a deficit of 280 weekend daytime parking spaces. More detail of the analysis is available in the report. The consultant cross-checked this data with an evaluation of shared parking and the total parking needed for the types of uses found within the Park Avenue corridor. The deficits in parking spaces did not change based on the type of parking analysis that was completed.

BASE consultants made several recommendations **based on the city's current parking situation**. The top three recommendations work in tandem and staff recommends that all three be implemented simultaneously to get the best possible results.

- Parking enforcement – currently the city has one full-time parking enforcement officer to enforce hourly parking limits between the hours of 8:00 a.m. and 5:00 p.m. Turnover in on-street parking is critical for businesses. The on-street spaces closet to shops should be available for customers and should not be used by business owners or employees who may



park there longer than three hours. Parking enforcement is also going to be necessary to prevent SunRail riders from occupying parking spaces within the area around the station. Given these factors, the consultant is recommending hiring one or two additional parking enforcement officers and that enforcement is expanded to seven days a week. The officers should serve as downtown ambassadors – able to provide visitors and businesses with information about longer-term parking options.

- Employee Parking Program – the consultant is recommending implementing employee-only parking areas within a 10 minute walk to Park Avenue using either parking decals or hang-tags. Staff has considered making Lot A a long-term lot with either all day parking with a permit or four hour parking without a permit. This option will require education and enforcement by both the city and the business community to implement changes to employee behavior.
- Special Events Parking – Stakeholder surveys as well as field observations have determined that a majority of parking issues stem from the increased number of visitors during special events. BASE consultants recommends that the city work with the Winter Park Police Department and create and distribute special events parking maps, provide additional temporary signage directing visitors to parking locations during special events and make Park Avenue merchants aware ahead of time of special event parking policies and locations.

The consultants included several other parking recommendations including wayfinding and signage as well as parking apps for smart phones that allow visitors to access parking information in real time. There is a brief discussion in the study of capital construction of more parking and the costs associated with this.

## **alternatives | other considerations**

The Commission could chose to not accept the parking study recommendations and direct staff to look at different alternatives.

## **fiscal impact**

The fiscal impact of the recommendations may include the addition of up to two new parking enforcement officers. Early estimates may be that this effort would cost an additional \$100,000 in staff and equipment. A portion of the costs could be off-set by additional parking enforcement revenue. With the budget under development, it is appropriate to decide on the implementation and timeframe of these additional staffing positions. There is a limited cost to creating an employee parking program. The city would assume the cost of the educational materials and stickers or tags as well as staff time to implement the program.

## **long-term impact**

Changing driver behavior, especially with parking is a long-term effort. The opportunity to offer our visitors and guests closer parking opportunities and functionally control employee parking begins to address the parking issue. Staff should also look at long-term parking solutions including additional parking locations and easier access to safe and efficient parking spaces that are already available.

## **strategic objective**

Quality Economic Development

The CRA Parking Study can be downloaded separately from the website and/or the drop-box.



# city commission agenda item

item type	Action Items Requiring Discussion	meeting date	June 24, 2013
prepared by department division	Jerry Warren, Director Electric Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A 6-0 final vote		

## subject

Winter Park Electric Power Supply

## motion | recommendation

- 1) Approve the recommended Power Supply Portfolio

## background

Under the City's current power supply arrangement, Progress Energy Florida (PEF), now Duke Energy Florida) provides 40 MW of combined cycle capacity. Fuel costs are based on efficient combined cycle heat rates and natural gas prices. Seminole Electric Cooperative, Inc. (SECI) dispatches the combined cycle capacity on an hourly basis and provides supplemental power as **required to meet the City's real-time** load requirements. The Duke Energy contract expires December 31, 2013. Previously the SECI contract was extended. It expires December 31, 2014.

When the City of Winter Park acquired PEF's distribution system and began operation on June 1, 2005, wholesale power supply was provided via an "All-Requirements" contract with Progress Energy. Under an all requirements contract, PEF was responsible for providing all of the City's power supply. That power supply was provided from PEF's generation fleet and was an averaged cost product in that the rates and fuel costs reflected PEF's own power supply cost.

Prior to the expiration of the PEF contract (December 31, 2010), the City went through a Intent to Negotiate (ITN) process seeking a replacement power supply. As a result of that process, the City entered into a contract with PEF for 40 MW of combined cycle capacity fueled with natural gas. Additionally the City entered into a contract with SECI for the dispatch of the combined cycle plus supplemental power to provide the balance of the power supply needs. Fuel cost under the Seminole contract is based on SECI hourly incremental energy charge or (HIEC). **SECI's HIEC is a calculated fuel cost and reflects the actual increase (incremental change in fuel expense) that Seminole experiences to serve the Winter Park load. Seminole's energy price is based on its own incremental energy costs which on an hour by hour basis could be coal or**

natural gas depending on **SECI's available** capacity and the relative market prices of fuel. Over the 12 months ending April 2013, 84% of the energy supplied by SECI came from natural gas and 16% came from coal. Over the last few years natural gas prices have favored natural gas over coal. **The City's** overall power supply during the 12 months ending April, 2012, including PEF and SECI was approximately 95% natural gas-fired and 5% coal-fired.

The shift from the All Requirements strategy ending December 31, 2010 to the combination of SECI and PEF was beneficial to **Winter Park's citizens and electric** customers. The average wholesale power supply cost incurred under the PEF All Requirements contract during calendar year 2010 was \$83.25/MWh. In calendar year 2011 with the combination of the SECI and PEF contracts, the average cost of wholesale power dropped to \$61.53/MWh, a savings of approximately 26%.

Over the last two years, the City has enjoyed very favorable power supply costs which has allowed the City to charge very competitive electric rates (below those charged by PEF and most other Florida utilities) while at the same time maintaining a very strong financial performance while providing funds for reinvestment in the electric system (e.g. undergrounding) and repayment of the funds borrowed from the general fund. The favorable power supply costs have been driven primarily by three factors:

1. Innovative power supply arrangement With SECI and PEF which allows the City to buy a competitively priced block of power and to dispatch it as if it has its own 24x7 dispatch center (service provided by SECI).
2. Significant U.S. discoveries of shale oil and gas which has driven down the price of natural gas.
3. A Florida power supply market which has excess capacity.

Tightening in the Florida power supply market is expected due to **PEF's loss of the Crystal River 3 nuclear plant, the expected retirement of PEF's Crystal River 1 and 2 coal-fired power plants, and economic recovery in Florida.** The loss of PEF's generating capacity (approximately 1,700 MW) advances the statewide reserve margin 20% level by two years. Twenty percent is important because it represents the supply and demand situation that requires the construction of additional power plant capacity. Purchasing power supply in a tightening market suggests that the City will encounter upward price pressure on future power supply purchases.

As a 100 MW wholesale purchaser, the City of Winter Park is the largest non-generating municipal electric utility in the state. Historically, the City has periodically entered into the market looking to buy 100 MW of **"All Requirements" power supply**. That offers both positive and negative consequences. On the positive side, a 100 MW purchase is big enough to get the attention of the bigger suppliers like Florida Power & Light Company (FPL). On the negative side, 100 MW is a lot of power in a tightening market and it limits who you can buy from. Practically speaking 100 MW limits you to purchase from only bigger utilities like FPL, OUC, PEF, SECI, Tampa Electric Company, and JEA. In a tightening Market buying smaller blocks of power would be a better strategy since it would allow you to consider purchases from smaller utilities such as Gainesville, Lakeland, and Tallahassee or larger utilities with tightening reserve margins such as PEF.



Given the expected tightening power supply market, staff believes that the best long-term strategy is for the City to break up its power supply portfolio into smaller pieces that have different contract term lengths, with some being longer than 3-5 years. This will put the City in a position to enter the market from time to time purchasing smaller blocks of power from a variety of suppliers. To do that will require an entity such as SECI that is willing to dispatch the **City's power supply** blocks on an hour-by-hour basis and to provide the additional supplemental power necessary to meet the **City's full load requirements on a real time basis**.

Given the coming expiration of the City's contracts with SECI and PEF, staff issued ITN-13-2013 seeking purchases of multiple blocks of power (10-50 MW) for terms of 1 to 10 years. Responses from suppliers were due January 31. Responses were received from the following 10 suppliers:

- Clean Footprint (PV solar)
- Covanta Energy (waste to energy)
- Florida Municipal Power Pool (combination of OUC, FMPA, & Lakeland)
- Florida Power & Light Company System Sale
- Gainesville Regional Utilities (fixed price system sale)
- JEA System Sale
- Progress Energy combined cycle block
- Seminole Electric Cooperative – extension of existing relationship
- Tampa Electric Company – peaking service
- The Energy Authority on behalf of MEAG Power – 40 MW partial requirements

## **Must Take Offerings**

**Covanta Energy.** Covanta offered to sell 10 MW of power from its Lake County waste to energy plant beginning July 1, 2014 for a period of ten years at a fixed energy prices. Both the GRU and the Covanta offerings significantly advance the strategies identified at the beginning of the ITN process of providing smaller blocks of power with different terms. The Covanta offering also adds a ten-year element to the recommended power supply portfolio. Negotiations with Covanta have resulted in an evaluated price of \$68.18/MWh over the six year evaluation period. Although it is difficult to argue that waste to energy is green it certainly carries with it sustainability value.

**Gainesville Regional Utilities.** GRU offered four options for a 7 day per week 24 hours per day must take power. The offerings included 10 MW and 20 MW for either three or five years. Negotiations with GRU resulted in an extension of the GRU deal for a 6 year period. The pricing for GRU options include fixed energy prices for the duration of the offering. Negotiations with GRU have resulted in a GRU agreement to provide the fixed price must take offering for a period of 6 years starting in 2015 following the expiration of the current SECI agreement. The GRU offering has an evaluated price of \$62.84/MWh for the six year evaluation period.

**Seminole Electric Cooperative (SECI).** SECI offered firm must take capacity for a one or two year period 10 to 25 MW of capacity in 5 MW increments. The all in energy price delivered to Winter Park is estimated to be \$56 per MW-hr in 2014. Offerings provided by FPL and OUC were less expensive over a longer term. The combination of shortness of term and pricing made the SECI less attractive than others. Following initial screening, SECI offered several updates to its initial offering.

## Partial Requirement Offerings

**Florida Municipal Power Pool/Orlando Utilities Commission.** The FMPP is made up of the Orlando Utilities Commission, Lakeland Electric Department, and the Florida Municipal Power Agency. The pool offered 20 MW – 40 MW for a three year term from the generating resources of OUC, Lakeland, and FMPA. Staff has long believed that long term strategic benefits would be achieved by building stronger ties with OUC. The pool brings the fuel mix and capacity advantages of three large municipally owned electric utilities. During the evaluation process, it was observed that the FMPP offering would incur both OUC and PEF wheeling charges. The pricing offered by the FMPP proposal was reasonably attractive, but not as low as those submitted by others. Staff approached OUC with the idea for a distribution voltage interconnection and a purchase of approximately 18 MW. Such a transaction would avoid PEF transmission charges. According to PEF filings with the Federal Energy Regulatory Commission, PEF's transmission rates are forecast to increase at an average annual rate of 9.1% for the 11 year period ending 2021. PEF 2013 firm transmission charges are estimated to be approximately \$2,300 per MW-Month increasing to \$4,660 per MW-Month in 2021. A transmission rate of \$4,660 per MW-Month would add approximately \$12/MWh to the average cost of the OUC transaction. Elimination of the PEF transmission rate reduces the risks of increasing prices in the future and substantially lowers the delivered price of the OUC offering. The OUC distribution offering has an average evaluated price of \$65/MWh over the six year evaluation period.

**Florida Power & Light Company.** FPL offered two proposals in response to the ITN. The first was a partial requirement proposal with a minimum capacity of 40 MW for a term of up to eight years. Capacity is firm. Demand rates are fixed for the first three years and the demand charge for all future years would be cost based rates for years beyond 2016 up to 2021.

FPL has offered two different fuel pricing options. The first is based on **FPL's** on peak and off peak system fuel cost and is essentially what FPL retail customers pay. The second fuel pricing option is based on natural gas. The fuel price would be the price of gas on the day of energy delivery as posted by Platts for the FGT zone 3 plus \$0.80 per M2BTU for transportation and further adjusted for FGT gas usage (about 3 percent) from the FGT tariff times a heat rate of 7,000. Accepting the fuel cost mechanism applied to FPL's retail customers provides **Winter Park Electric's customers with the same fuel cost** enjoyed by the electric customers of the largest utility in the state with the lowest cost of power. Under the partial requirements offering the average evaluated price is estimated at \$65.63/MWh over the six year evaluation period.

In addition to the partial requirements offering, FPL offered a full requirements proposal following the expiration of the existing Seminole agreement at the end of 2014. **FPL's full requirements offering is** discussed below in the Full Requirements section.

**JEA.** JEA offered 10-40 MW of partial requirements capacity from the JEA system. Capacity and energy from the JEA system would require three wheels, one through the JEA system, one through the FPL system and finally through the PEF transmission system. The current cost of these three wheels is over \$5,400 per MW-month. The estimated all-in price for the JEA offering in 2014 would be about \$87 per MW-hr. Staff discarded the JEA offering from further consideration.

**Progress Energy Florida (PEF).** PEF initially offered for a three year period a 40 MW combined cycle product essentially the same as the current contract arrangement. The 2014 all in cost of power for 2014 was estimated to be \$71 per MW-hr. After notifying PEF that the offering was too expensive for consideration, PEF modified its offering to eliminate escalation of the demand charge and the non-fuel energy charge. Staff determined that the changes, although positive were insufficient to make the PEF offering among the best priced offerings being offered to the City.

**Seminole Electric Cooperative (SECI).** In addition to the Base load offering described above as a Must Take Offering, SECI offered to extend its current partial requirements relationship thru 2019. Given the expected tightening of the power supply marketplace, having energy prices based on SECI's hourly incremental energy prices creates increased and unacceptable risk for the City's wholesale power supply. Additionally other available offerings were less expensive than the SECI partial requirements offering.

**The Energy Authority.** The Energy Authority proposed 40 MW of system capacity with fuel prices based on the MEAG Power system average. Following an initial screening analysis, staff discarded The Energy Authority offering since power from MEAG Power (Georgia based municipal group) would incur additional and expensive wheeling charges through the MEAG Power transmission system. The total all in cost for 2014 was estimated to be about \$69/MWh. To put that in context, our average cost of wholesale power during April 2013 was \$63.73/MWh. In addition to price, staff believes that available transmission capacity into Florida across the Florida-Georgia interface is uncertain.

## **Peaking Service Offering**

**Tampa Electric Company.** Tampa Electric Company offered a peaking service. The need for peaking service can only be ascertained after the other power supply components are identified and finalized. The Tampa Electric offering was therefore not initially screened out but left for later consideration.

## **Full Requirement Offerings**

**Seminole Electric Cooperative (SECI).** In addition to the Must take and Partial Requirement offerings described above, SECI offered an option for the City to obtain all of its power supply (All Requirements) from Seminole in 2014 at what it believed to be a competitive price. Accepting a short-term full requirements proposal would force the City to be seeking power supply one year later in a tightening power supply market in which the City could be facing higher prices. Given the strategic objective of building a portfolio of multiple smaller power supply contracts coupled with lower cost longer-term alternatives, the SECI offering fell short of what was necessary for further consideration.

**Florida Power & Light Company.** FPL's other proposal is for full requirements service after the SEC contract expires in 2014 through 2021. The demand and non-fuel energy charges are the same as for the partial requirement proposal. The fuel energy charge for the full requirements option is based on system fuel costs and a natural gas based pricing alternative is not offered. Like the SECI full requirements offering, given the objective of building a portfolio of multiple smaller power supply contracts with multiple suppliers-term alternatives, the FPL full requirements offering does not meet the strategic objectives set forth in the ITN.

## Energy - Green Offerings

**Clean Footprint.** Clean Footprint responded with a generic proposal for photovoltaic solar project of 10 MW priced at a range of 8¢/kWh - 11¢/kWh. Solar is considered an energy offering because the peak output of Photovoltaic technology occurs at approximately 2 p.m. in the afternoon. Maximum peak demand in the winter season generally occurs prior to 8:00 a.m. and the maximum peak demand in the summer generally occurs in the 5:00 to 6:00 timeframe. On an average annual basis solar capacity only meets 52-55% of the system peak demand requirements. Staff views solar as therefore an energy offering and not a legitimate capacity offering. The Clean Footprint proposal did not identify a specific location for a PV solar project, nor was specific pricing offered. Recent discussions with Clean Footprint have resulted in the specific proposal for a 1-3 MW canopy based solar installation at the City's Central Public Works compound. **If a contract with Clean Footprint is executed and construction is substantially complete by calendar year end, Clean Footprint offers to sell kWh from the installation at a fixed price of 6.5¢/kWh (\$65/MWh) for 25 years. Beyond the handful of small residential solar installations which currently represents less than 50 kW, this project will increase the City's mix of green kWh and provide valuable experience with solar as a source of power.** Additionally the firm price of 6.5¢/kWh for 25 years is attractive and based on the forecast of the proposed power supply portfolio will term become the low cost of energy as early as the fourth year.

## Recommended Power Supply Portfolio

Given the above considerations, staff recommends the following power supply portfolio for approval:

**Seminole Electric Cooperative Inc** – Dispatch and load following for partial requirements for up to 60 MW for the one year balance of the existing agreement. (EXISTING CONTRACT DOES NOT NEED APPROVAL)

**Covanta** – 10 MW must take, for a ten year term beginning in June 2014

**Gainesville Regional Utilities** – 10 MW must take for a six year term beginning January 1, 2015

**Orlando Utilities Commission** – 18.5 MW at a new distribution interconnection between the two utilities.

**FPL&L** – Partial requirements for a six year term beginning January 1, 2014 at approximately 14 MW in 2014 and about 35 MW in 2015 following the expiration of the SEC contract. Following the expiration of the SECI agreement, FPL will take over the dispatch and load following functions currently provided by SECI.

## Fiscal impact

The recommended power supply portfolio is estimated to provide the total cost of power over the period 2014-2019 shown in the following table.

### **Estimated all in cost of Wholesale Power**

Year	Cost of Power \$/MWh
2014	\$65.18
2015	\$61.34
2016	\$63.38
2017	\$66.72
2018	\$69.56
2019	\$71.97

The estimated cost of power indicates an expected decrease in the cost of power in 2015 compared to 2014. This is a result of replacing the Seminole contract with less expensive options such as OUC and FPL.

Staff will make a brief presentation and is available to answer your questions.



# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

## **Subject: Request of Winter Park Hospital for Conditional Use Approval for Expansion to the Cancer Care facility at 2100 Glenwood Drive.**

This item is a Conditional Use request from the Winter Park Hospital to expand the Cancer Care facility at 2100 Glenwood Drive. It is a conditional use because of the facility size in excess of 10,000 square feet.

### **Planning and Zoning Board Recommendation:**

**Motion made by Peter Gottfried, seconded by Tom Sacha to approve the conditional use request to construct a one-story, 8,040 square feet of additions to the existing 14,888 square foot cancer care medical facility office at 2100 Glenwood Drive with the additions of the trees as requested by staff. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

**Project Plans:** The existing Cancer Care facility is 14,888 square feet in size. This project proposes to increase the size of the facility by adding approximately 8,000 square feet of new medical exam, treatment room and waiting room area. The additions are in the same architectural style as the existing building.

**Parking:** The additions are resulting in the loss of 6 parking spaces and the 8,000 sq. ft. addition creates the need for 40 additional spaces. The parking at the WP Hospital is provided on a "global" scale for all their facilities. The companion request for the new Hospital parking garage with 700+ spaces will provide for the parking needed for this facility expansion.

**Storm Water Retention:** There is a reconfigured storm water retention area on the east side of the building that will meet the requirements of St. Johns WMD and City Code.

**Landscape Plan:** A landscape plan is provided that predominately addresses building facade landscaping and screening of the retention area. There is a huge camphor tree that will be removed where the major addition is to be located. The staff recommends the addition of some cypress trees in the retention area and infilling in the three gaps (one on Glenwood and two on Moray Lane) where street trees are needed.

**Summary:** The project meets all the code requirements and no variances are requested.



# OCPA Web Map

	Florida Turnpike		Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Park		6	Lot Number
	Interstate 4		Public Roads		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers		06060	Parcel Number
	Toll Road		Gated Roads		Block Line		Commercial/Institutional		Hydro		Building		3106	Parcel Address
	Road Under Construction		Lot Line		Governmental/Institutional/Misc		Waste Land		E		111.9	Parcel Dimension		



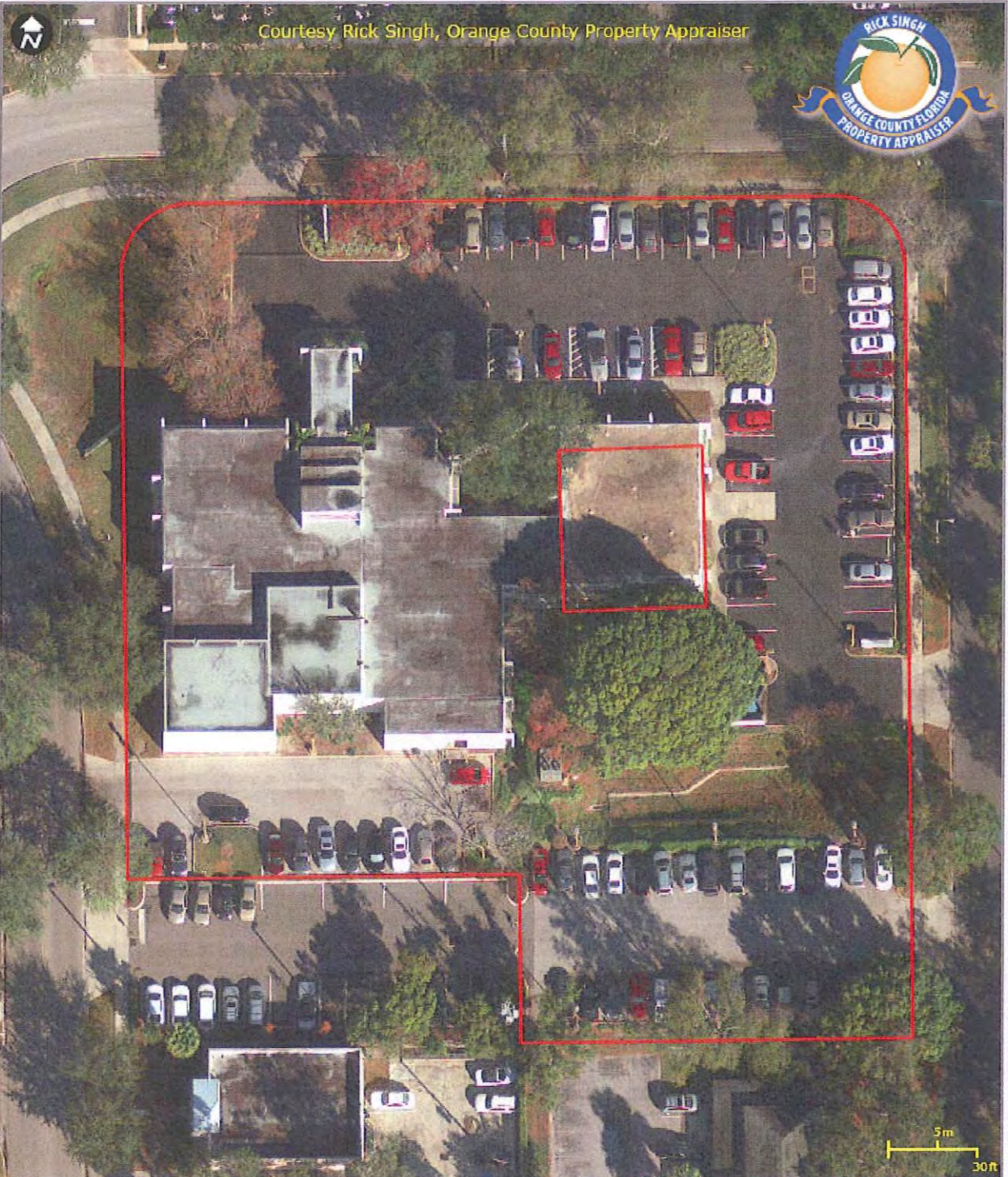
Created: 5/20/2013

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



# OCPA Web Map

	Major Roads		Residential		Parks	6	Lot Number
	Public Roads		Agriculture		Lakes and Rivers	06060	Parcel Number
	Gated Roads		Commercial/Institutional		Building	3106	Parcel Address
	Lot Line		Waste Land	E	Block Number	111.9	Parcel Dimension



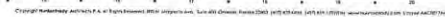
Courtesy Rick Singh, Orange County Property Appraiser



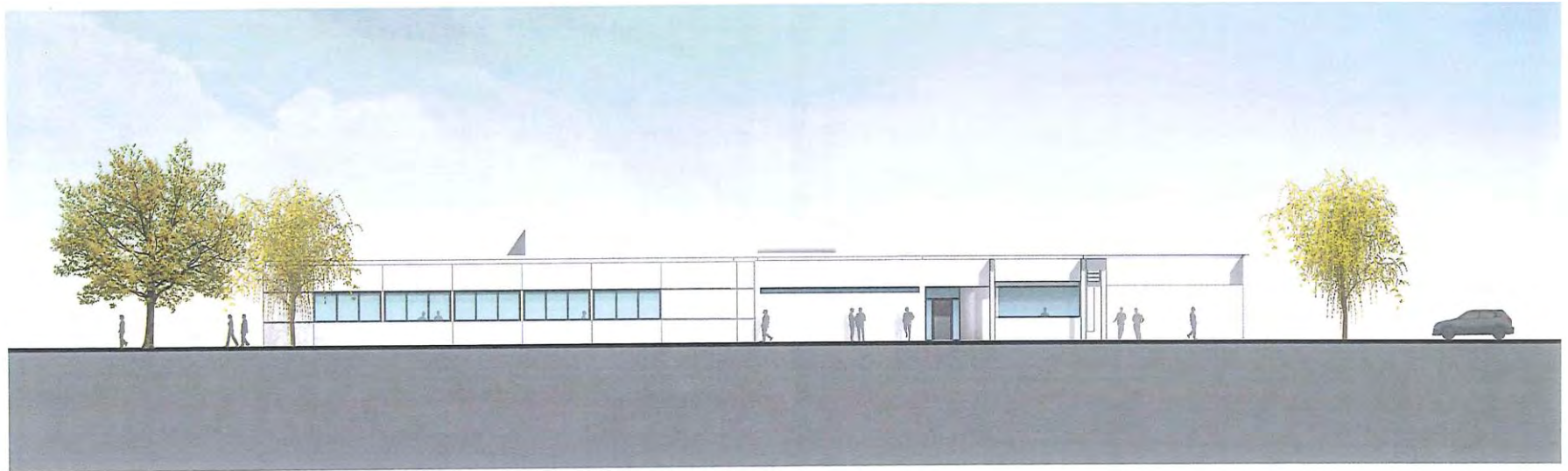
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This map is for reference only and is not a survey.



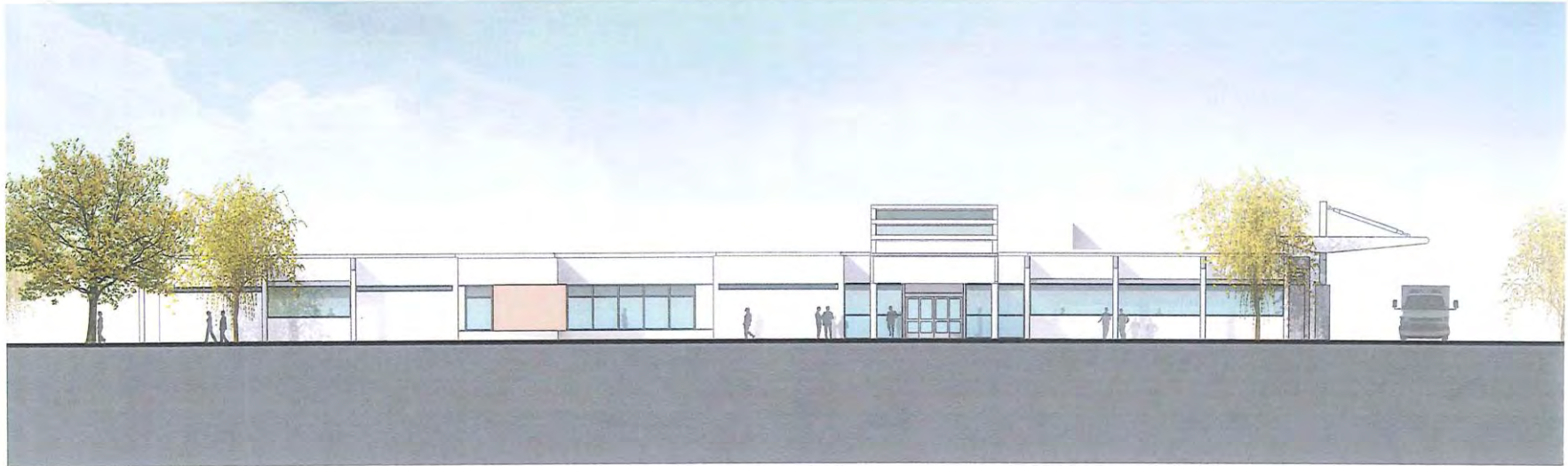






East Elevation  
Scale: 1/16" = 1'-0"

WINTER PARK - CANCER CENTER  
Winter Park, Florida - Elevation Study - April 24, 2013

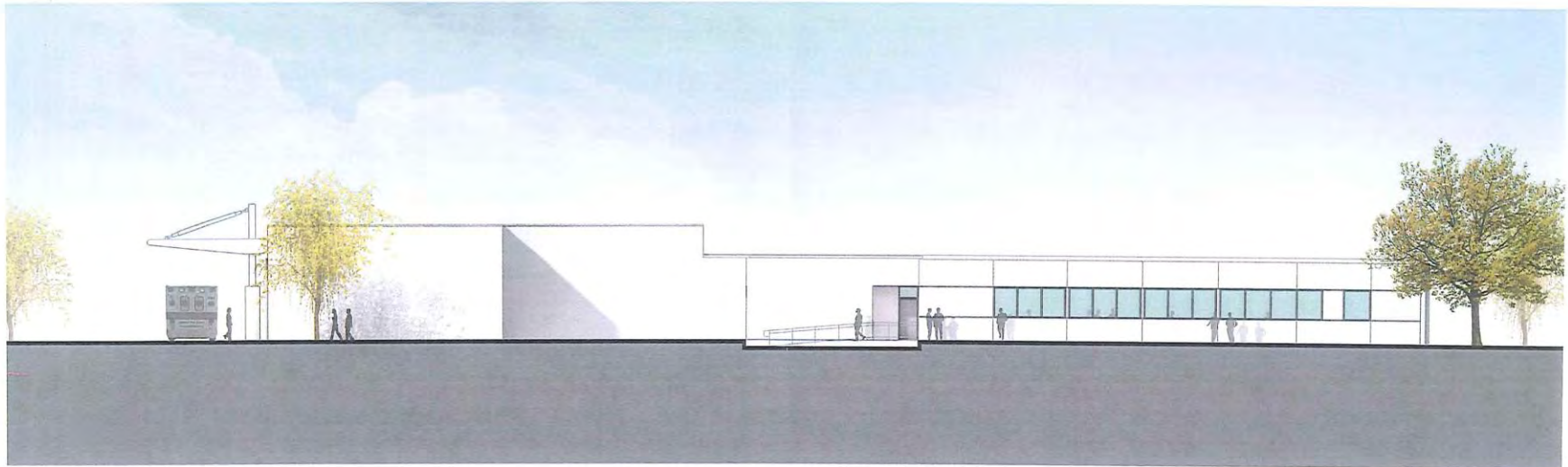


North Elevation  
Scale: 1/16" = 1'-0"

## WINTER PARK - CANCER CENTER

Winter Park, Florida - Elevation Study - April 24, 2013

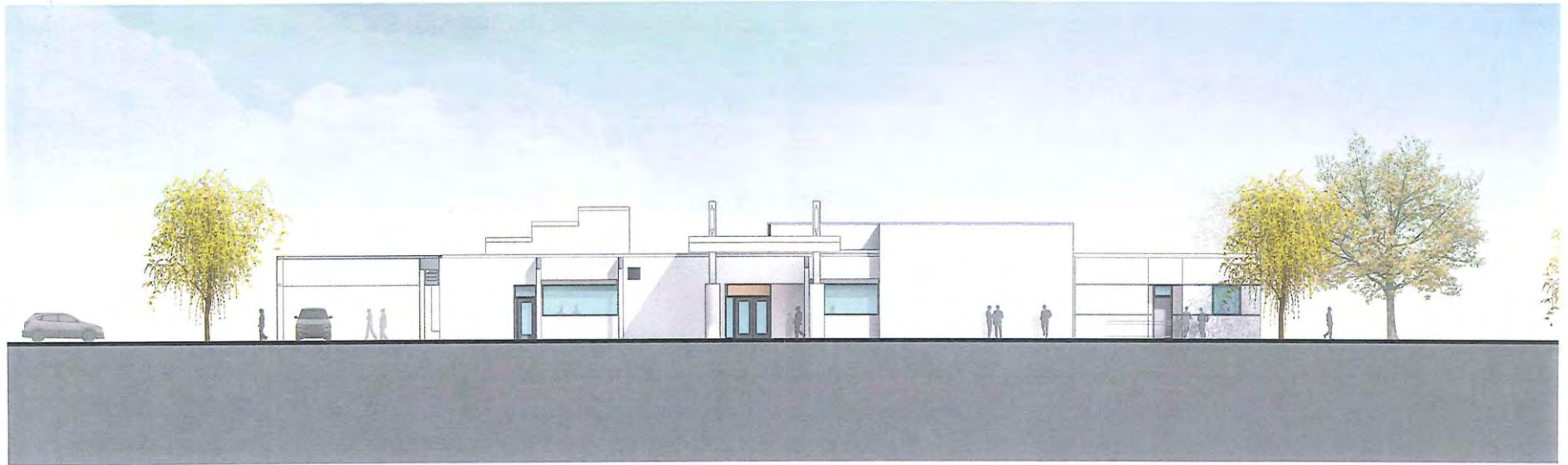




South Elevation  
Scale: 1/16" = 1'-0"

## WINTER PARK - CANCER CENTER

Winter Park, Florida - Elevation Study - April 24, 2013



West Elevation  
Scale: 1/16" = 1' - 0"



# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

## **Subject: Request of Winter Park Hospital for approval of the Final Plans for the Winter Park Hospital parking garage as approved in the Winter Park Hospital Master Plan.**

In April 2005, the Winter Park Hospital received approval from the Planning Board and the City Commission of a Master Plan to guide the future development of the Winter Park Hospital campus. The approval of that Master Plan provided entitlements to the Hospital to proceed during a ten year period on the facility expansions and renovations contained within that Master Plan. One condition of the Master Plan approval was that "the final site, civil, architectural, landscape and hardscape plan for each phase be reviewed and approved by the Planning Board and City Commission." In essence this was a condition for 'quality control' as the Master Plan provided the entitlements and this condition provided the 'look see' at the final plans. The Planning and Zoning Board did make some recommendations to that end to improve the façade appeal of the project.

### **Planning and Zoning Board Recommendation:**

**Motion made by Peter Gottfried, seconded by Tom Sacha to grant final approval of the plans for the Winter Park Hospital parking garage as approved in the Winter Park Hospital Master Plan with the conditions that the landscape plan conform to number height and spacing of the palm trees indicated and that a greater portion of the west façade elevation incorporate the fenestration details common to the project within a significant portion of the façade between precast columns #3 and #5 so as to more closely match the appearance more prevalent on the other façades. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

**Project Plans:** The parking garage to be constructed is a five story, six level facility of 700+ parking spaces. It meets all the building, fire, life safety and handicapped accessibility codes. Access from the adjacent streets is from the internal parking lot circulation and from the existing driveway access onto Mizell/Loch Lomond.

**Final Site Plan:** The new parking garage is to be situated in the location approved by the Master Plan. (The excerpt from the Master Plan is attached)

**Comprehensive Plan:** The Comprehensive Plan contains a policy that requires the Hospital to conform to the approved master plan and that is what they are doing. (See policy below)

**Redevelopment of Winter Park Hospital Campus.** The City shall strive to accommodate the enhancement and redevelopment of the Winter Park Hospital campus and their administrative properties as a paramount public service purpose. Development of the Winter Park Hospital campus and ancillary facilities shall be pursued in accordance with the conceptual Master Plan approved April 25, 2005.

**Civil/Storm Water Retention Plan:** The parking garage is providing storm water retention in compliance with St Johns WMD and City Code.

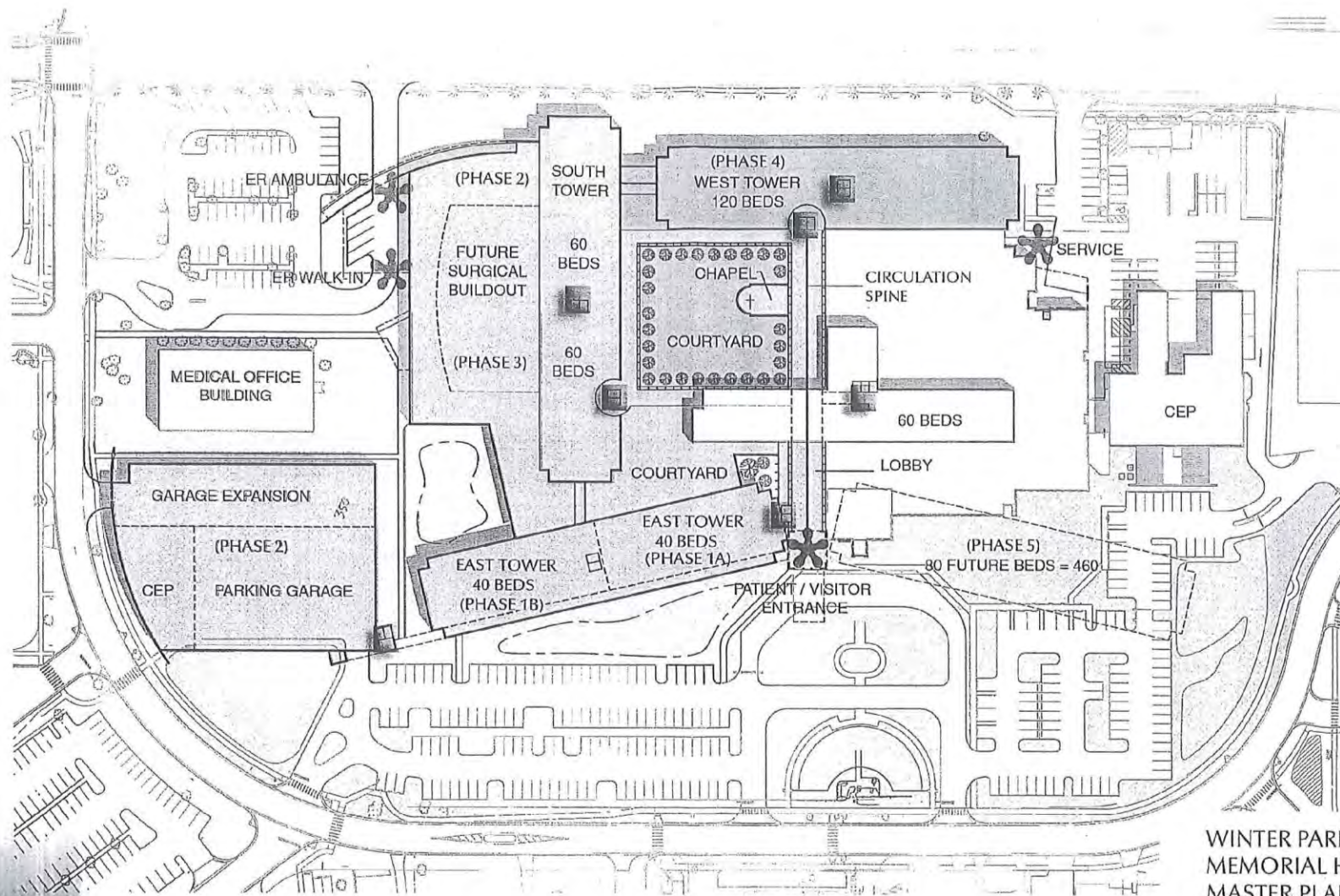
**Architectural and Other Project Plans:** Finrock as a company specializes in parking garage design and development and as such are experts in this field. They were involved in all the discussions and approvals by the City of the new parking garage at the Winter Park Towers. Many of the architectural design elements to improve the exterior facade and appearance from that project have been also incorporated into this design. They have provided a letter that elaborates on the architectural design goals. The Planning Board did recommend a condition to add some additional architectural detail to the western elevation/façade because they felt this was also a very visible side as viewed from Mizell Avenue.



The plans for this parking garage also include the important detail of the rooftop lighting on the sixth level (as we did at the WP Towers garage) to insure both lower pole/fixture heights and 'dark sky' light fixtures to minimize light spread and also to minimize how noticeable it is from a distance. This is also similar to the SunTrust parking garage in this respect.

**Landscape Plan:** There are quite a few street oak trees along this frontage street curve of Mizell/Loch Lomond that will screen the parking garage as one drives by. In addition, the elevations show anticipated palm tree plantings proposed adjacent to the building to also screen and soften the image of the building. Those palm trees are not specified as to number spacing, etc. on the plans but the City will look to the final landscape plan to conform to the number, spacing and heights depicted on the elevation plans and this was also a part of the P&Z conditions.

**Summary:** It is easy to see the benefit from new medical facilities and services when they are proposed. A parking garage unfortunately is not something quite as exciting but it is to the planning staff who knows that all development revolves around parking. Thus the staff is very pleased to see this project come to fruition. The parking garage will provide much more convenient parking for those using and visiting the Hospital. It also will function to provide needed relief for staff parking as well as provide for the future growth and redevelopment of the Winter Park Hospital campus.

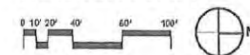




 **BUILDING ENTRY**  
 **VERTICAL CIRCULATION**  
**BED COUNT : 380**

*April 25, 2005 Master Plan (excerpt)*

**WINTER PARK  
MEMORIAL HOSPITAL  
MASTER PLAN**



**RLF | Healthcare**



# OCA Web Map

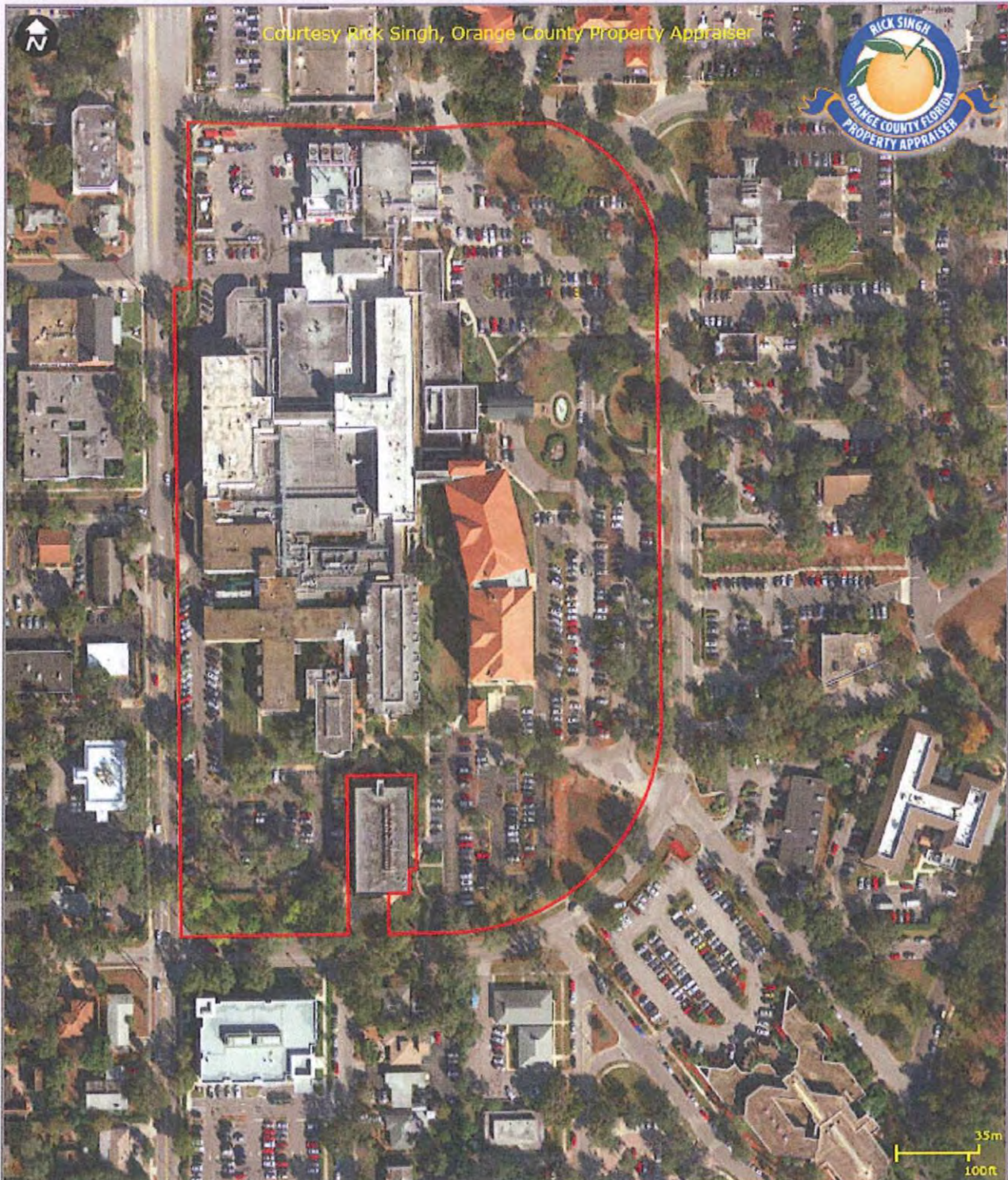
Florida Turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital	





# OCPA Web Map

Florida Turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Road	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital







May 22, 2013

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

**Re: Planning and Zoning Submission**

The architectural intent of the Winter Park Memorial Parking Garage is to match the existing buildings on the campus so that it does not appear as a parking garage but another medical office building on the campus. Precast concrete wall panels with punched openings will be used on 75% of the façade. The west elevation, which is not exposed to the street view, will utilize a more open precast spandrel to assist in keeping the garage naturally open and not requiring mechanical ventilation. The stair and elevator cores will have pitched roofing that will match adjacent structures. Within the punched openings are grilles that mirror the window mullion pattern of the adjacent structures. Precast cornice at the tops of the wall panels and applied banding at intermediate and base locations are used to help accentuate the façade. Reveals cast into the precast will also be used in a blocking pattern to provide depth and interest to the facades. The use of precast allows for a durable long life finished product that will withstand the harsh Florida environment and provide the owner with a low maintenance, long lasting structure. The precast concrete will receive an acrylic textured coating, along with the use of tile roofs and applied banding.

Along the west façade, spandrels were utilized to help provide the required openness per code. This west side is internal to the campus while the other three sides are facing public streets and therefore received the wall panel treatment. However, the first 60' of the south end will receive the wall panel treatment as the corner of the building will be seen from the roadway. The spandrels will be painted with the long lasting acrylic textured coating and receive a reveal pattern that gives interest to this façade as well.

Storm water will be collected in an internal vault that will be built within the parking structure. The vault will be 132'-0" x 60'-0" to handle the storm water capacity for the site.

Sincerely,

**FINFROCK DESIGN**

A handwritten signature in blue ink that reads "David Tabor".

David Tabor  
Architectural Manager  
407-293-4000 o  
407-467-0931 d  
[dtabor@finfrack.com](mailto:dtabor@finfrack.com)

SCA

A401

This site plan illustrates the proposed medical office building, a large rectangular structure with a central corridor and multiple rooms. The building is situated on a plot with a parking lot to the north and an existing medical office building to the west. The plan includes a north arrow, a scale bar (0 to 100 feet), and a legend for various symbols. The building's layout shows a central corridor with rooms on either side, and a large parking area to the north. The surrounding context includes an existing medical office building, a parking lot, and a road labeled 'LOCK LAMAR DRIVE'.

## 2 KEY PLAN



## SITE PLAN



SCALE: 1/16"=1'-0"

NOT FOR CONSTRUCTION

**FINFROCK**  
FINFROCK DESIGN, INC.  
3400 Apopka Boulevard • Apopka, Florida 32703  
407.293.4005 • 800.756.7234 • [www.f-frock.com](http://www.f-frock.com)

WINTER PARK MEMORIAL  
HOSPITAL PARKING GARAGE  
WINTER PARK FLORIDA

SEAL

PROJECT NO: 18-210

A100

05.21.13





# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

## Subject: Request of First Green Bank for Conditional Use Approval at 862 S. Orlando and 1161 Minnesota Avenues.

This item is a conditional use request from First Green Bank to establish a branch bank facility with drive-in tellers on the property at 862 S. Orlando Avenue (northeast corner of Orlando and Minnesota Avenues) and on the adjacent property at 1161 Minnesota Avenue. It is a conditional use because of the drive-in tellers.

### Planning and Zoning Board Recommendation:

**Motion made by Peter Weldon, seconded by Peter Gottfried to approve the request with variances 1-7, but not 8 and 9. NOTE: The requested variances are listed on the first page of the plans submitted by the applicant dated May 20, 2013. Motion carried with a 6-1 vote. Mr. Slocum voted against the motion.**

### Summary:

**Site and Context:** This property at 862 S. Orlando Avenue is the former Absolute Sound location and is zoned C-3. The building has been unoccupied since 2008. The applicants are combining this building with the adjacent property at 1161 Minnesota Avenue which holds a rental duplex building and is zoned O-1.

**Project Plans:** The plans contemplate renovation of the existing 6,432 square foot Absolute Sound building into the new branch bank location. On the adjacent property is planned the new three-lane drive-in teller facility. It will be fed via tube from the main bank building. Access is from both Orlando and Minnesota Avenues via the existing driveways and a new driveway onto Balch Avenue.

**Parking:** The 6,432 square foot building requires 26 parking spaces (one space per 250 sq. ft.) and the plans show 32 spaces including the two required handicapped spaces.

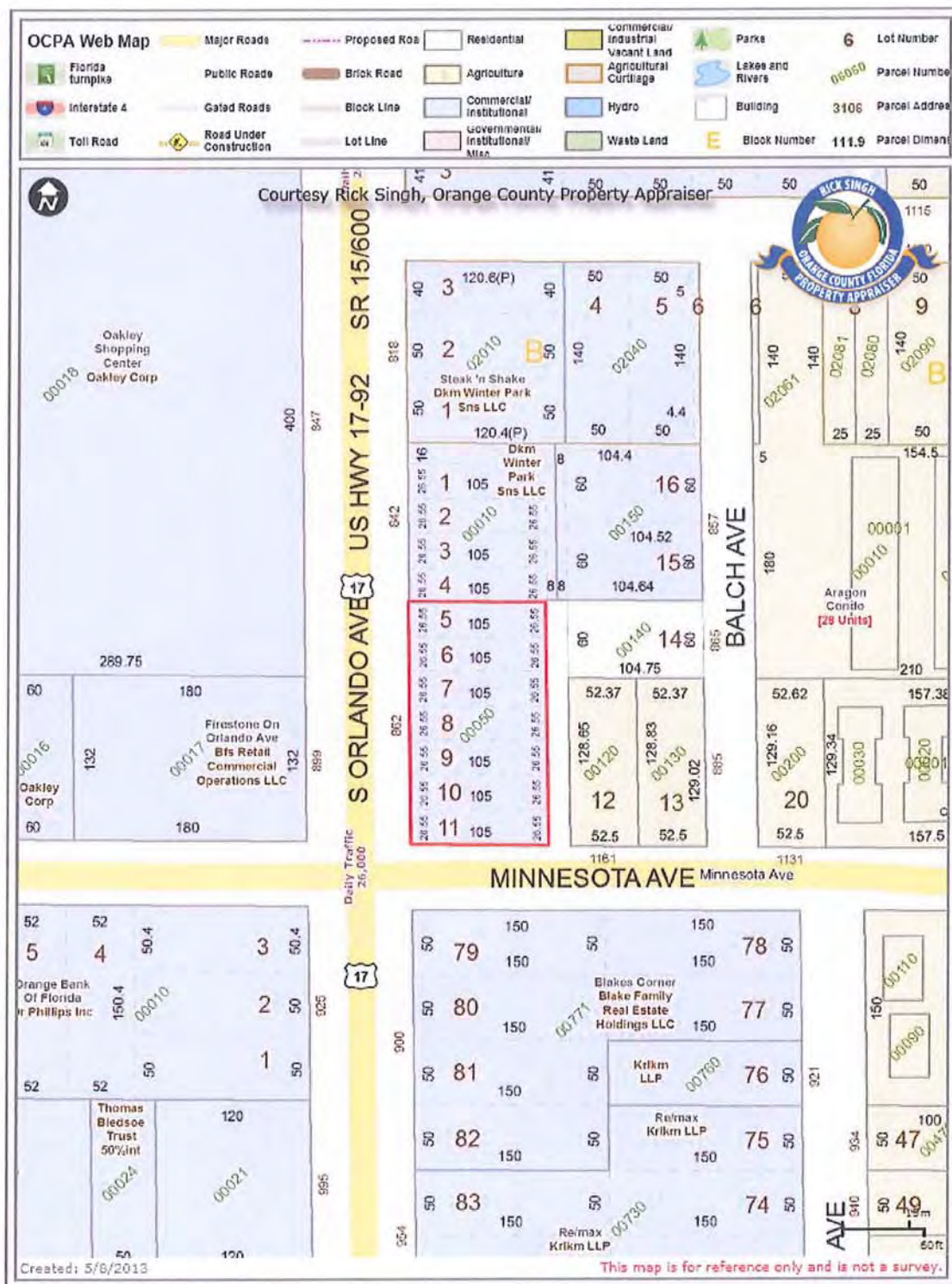
**Traffic Circulation and Stacking:** The traffic impact and stacking needs for drive-in tellers vary from 'national' banks to 'community' banks. Staff would categorize First Green Bank as a 'community bank'. In our previous surveys, the analysis of the stacking requirements for a 'national' branch bank (based on actual counts on the peak day and time of Friday at the noon hour) are the need to stack in the range of 12-14 cars. For a 'community' bank there is only the need for up 4 cars, such as the TrustCo Bank approved recently. The proposed

configuration with three teller lanes provides space for 9 cars but there is easily space for 16 cars. Also with surplus parking, customers can easily park and go inside for their banking business. The primary reason for these conditional uses is to insure that the stacking for drive-thru's does not cause any traffic hazards of lines of cars backing into the streets, blocking driveways or making the internal circulation unsafe. In this case there is ample land and the design will not create any problems even in the peak case.

**Storm Water Retention:** The City code requires compliance with the code requirements for the new construction (drive-in teller property) and retrofit to the extent possible for major redevelopment projects such the renovation of the existing building. For the retrofit, the task is complicated by the existing grade/slope of the site directly out to Orlando Avenue. Thus, there are some new retention/landscape area being created on the two north/south corner of the parking lot that will provide some retention. A fee-in-lieu is required for any deficit.










**Landscape Plan:** The landscape plan submitted utilizes the existing landscape areas on the main bank property as well as the enlarged areas at the corners with dual use for retention. The landscape plan for drive-in teller component provides buffering and trees per code.

**Summary:** The site is adequately sized and the overall site plan design well suited for this type of project. The drive-in components are designed to meet the peak stacking needs for this 'community' bank and likely if they were acquired by a large 'national' bank the stacking would work as well.





# OCPA Web Map

 Florida turnpike	 Major Roads	 Proposed Road	 Residential	 Commercial/Industrial/Vacant Land	 Parks	<b>6</b> Lot Number
 Interstate 4	 Public Roads	 Brick Road	 Agriculture	 Agricultural/Cutlaga	 Lakes and Rivers	<b>06060</b> Parcel Number
 Toll Road	 Gated Roads	 Block Line	 Commercial/Institutional	 Hydro	 Building	<b>3106</b> Parcel Address
 Road Under Construction	 Lot Line	 Governmental/Institutional/Misc	 Waste Land	 Block Number	<b>E</b> Block Number	<b>111.9</b> Parcel Dimension



# CONDITIONAL USE APPLICATION FOR FIRST GREEN BANK

A CONDITIONAL USE APPROVAL IS REQUIRED - PROPOSING A DRIVE-IN COMPONENT WITHIN AN OFFICE (O-1) ZONING DISTRICT.

**PARCEL ID #'s 12-22-29-0340-00-050, 12-22-29-0340-00-130  
& 12-22-29-0340-00-120**

**WINTER PARK, FLORIDA**



LOCATION MAP

**MAY 20, 2013**

**PREPARED FOR:**



18251 US HWY 441  
MT. DORA, FLORIDA 32757  
Ph: 352-483-9100  
KEN@FIRSTGREENBANK.COM

## INDEX OF SHEETS

C-000	COVER SHEET
C-101	BOUNDARY AND TOPOGRAPHIC SURVEY
C-200	SITE PLAN
C-300	GRADING AND DRAINAGE PLAN
L-100	CONCEPTUAL LANDSCAPE PLAN
A100	EXTERIOR ELEVATIONS
A101	EXTERIOR ELEVATIONS
A102	EXTERIOR SIGNAGE - GROUND SIGNS
A103	EXTERIOR SIGNAGE - BUILDING SIGN

## WAIVER REQUESTS:

- DIVISION 2 - STORMWATER MANAGEMENT**  
SEC.58-158 - PERFORMANCE STANDARDS FOR THE RETROFIT OF EXISTING DEVELOPMENT  
PERTAINING TO EXISTING DEVELOPED PARCEL #12-22-29-0340-00-050, THE APPLICANT REQUESTS A WAIVER FROM PROVIDING THE REQUIRED 1/2" OF RETENTION, IN USE OF MEETING THIS CRITERIA, THE APPLICANT SHALL PROVIDE AN ADDITIONAL 1/2" OF RETENTION WITHIN THE STORMWATER MANAGEMENT POND LOCATED ON THE NEWLY DEVELOPED PARCELS 12-22-29-0340-00-130 AND 12-22-29-0340-00-120. IN ADDITION, THE APPLICANT IS PROVIDING ADDITIONAL GREEN SPACE AT THE NW AND SW CORNERS OF THE EXISTING DEVELOPED PARCEL FRONTING S. ORLANDO AVENUE.
- SEC.58-160(2)(b) - OFF-STREET PARKING AND LOADING REGULATIONS - DUMPSTER SPACE**  
APPLICANT REQUESTS A WAIVER FROM PROVIDING A SPACE SPECIFICALLY DESIGNATED FOR A DUMPSTER OR OTHER SOLID WASTE CONTAINER. THE APPLICANT WOULD LIKE TO REQUEST CURB-SIDE SERVICE.
- SEC.58-336(6)(i) - NON RESIDENTIAL AND MULTI-FAMILY PROPERTIES - BUILDING FACADE LANDSCAPING**  
PERTAINING TO EXISTING DEVELOPED PARCEL #12-22-29-0340-00-050, THE APPLICANT REQUESTS A WAIVER FROM MEETING THE CODE REQUIREMENTS OF ITEMS (1) - (5) IN CONSIDERATION OF THE NATURE OF THIS DEVELOPMENT AND EXISTING SITE CONDITIONS.
- SEC.58-336(6)(i) - NON RESIDENTIAL AND MULTI-FAMILY PROPERTIES - VEHICLE USE AREA LANDSCAPING**  
PARCEL #12-22-29-0340-00-050: APPLICANT REQUESTS A WAIVER FROM MEETING THE REQUIRED LANDSCAPE BUFFERS FOR THIS PARCEL DUE TO EXISTING SITE CONDITIONS WHICH WILL REMAIN IN-TACT. THE WAIVER REQUEST INCLUDES BUFFERING ALONG S. ORLANDO AVENUE, MINNESOTA AND THE EXISTING 16' WIDE PUBLIC ALLEY.  
PARCEL #12-22-29-0340-00-130: APPLICANT REQUESTS A WAIVER FROM MEETING THE REQUIRED LANDSCAPE BUFFERS FOR THIS PARCEL DUE TO EXISTING SITE CONDITIONS. THIS INCLUDES BUFFERING ALONG THE 16' WIDE PUBLIC ALLEY.
- SEC.58-336(6)(ii) - NON RESIDENTIAL AND MULTI-FAMILY PROPERTIES - VEHICLE USE AREA LANDSCAPING**  
SPECIAL LANDSCAPE AND WALL BUFFER REQUIREMENTS FOR VEHICLE USE AREAS ACROSS THE STREET FROM RESIDENTIAL AREAS.  
PARCEL #12-22-29-0340-00-130: APPLICANT REQUESTS A WAIVER FROM MEETING THE REQUIRED LANDSCAPE AND WALL BUFFERS FOR THIS PARCEL. THE APPLICANT REQUESTS A WAIVER ASKING THAT A WALL NOT BE REQUIRED ALONG BALCH AVE. IN ADDITION, THE APPLICANT WOULD LIKE TO REQUEST THAT THE LANDSCAPE BUFFER BE REDUCED FROM 10' TO 8'.
- SEC.58-76(1)(1) & SEC.58-76(1)(2) - COMMERCIAL (C-3) DISTRICT - DEVELOPMENT STANDARDS**  
PARCEL #12-22-29-0340-00-050: APPLICANT REQUESTS A WAIVER FROM PROVIDING THE REQUIRED 10' BUILDING SETBACK FROM THE EXISTING 16' PUBLIC ALLEY. APPLICANT ALSO REQUESTS A WAIVER FROM PROVIDING THE MINIMUM 10% PERVIOUS COVERAGE (MAX 90% IMPERVIOUSNESS).
- SEC.58-76(1)(1) & SEC.58-76(1)(2) - OFFICE (O-1) DISTRICT - DEVELOPMENT STANDARDS**  
PARCEL #12-22-29-0340-00-120: APPLICANT REQUESTS A WAIVER FROM PROVIDING THE REQUIRED 10' BUILDING SETBACK FROM THE EXISTING 16' PUBLIC ALLEY.
- SEC.58-130(5) - MANUAL OR AUTOMATIC CHANGEABLE COPY SIGNS**  
APPLICANT REQUESTS A WAIVER WHICH WILL ALLOW AN AUTOMATIC CHANGEABLE COPY SIGN FRONTING S. ORLANDO AVENUE (25% OF THE ALLOWABLE SIGN AREA) AND FRONTING MINNESOTA AVENUE. ELECTRONIC READER BOARD VERSUS MANUAL CHANGEABLE COPY SIGN PROVIDES A MORE SAFE AND EFFECTIVE MEANS OF CHANGING MESSAGE. THE APPLICANT IS PROPOSING TO REDUCE THE HEIGHT OF THE EXISTING POLE SIGN FROM 30' TO 24'.
- SEC.58-125(6) - GROUND SIGNS**  
THE APPLICANT REQUESTS A WAIVER TO REDUCE THE EXISTING POLE SIGN HEIGHT FROM 30' TO 24'. THIS WILL REDUCE THE HEIGHT OF THE POLE SIGN BY 6', BUT SHALL REQUIRE A WAIVER REQUEST OF 2' FROM THE REQUIRED 30' MAXIMUM POLE HEIGHT.

## Civil Engineer

TRI Civil Engineering Design Studio, Inc.  
P.O. Box 520062  
Longwood, FL 32750  
Ph: 407-488-9456  
Fax: 407-641-9993  
Contact: Constance A. Owens, P.E., LEED AP  
COWENS@TRI3-ENG.COM

## Architect

VOA Architects  
4798 NEW BROAD STREET #100  
ORLANDO, FL 32814  
Ph: 407-541-0204  
Fax: 407-648-4275  
Contact: John Page, AIA, LEED AP BD+C  
JPAGE@VOA.COM

## Landscape Architect

Green Consulting Group, Inc.  
4070 United Avenue  
Mount Dora, FL 32757  
Ph: 352-357-9241  
Fax: 352-357-9278  
Contact: Tim Green, ASLA, AICP, LEED AP  
TGREEN@GREENCONSULTINGGROUP.COM

## Land Surveyor

Shannon Surveying  
499 N. S.R. 434  
ALTAMONTE SPRINGS, FL 32714  
Ph: 407-774-8372  
Fax: 407-682-6655  
Contact: Jim Shannon, PLS  
SHANNONSURV@AOL.COM

## Civil Engineering Design Studio, Inc.

P.O. Box 520062  
Longwood, Florida 32753-0062  
Ph: 407-488-9456 Fax: 407-641-9993  
CERTIFICATE OF AUTHORIZATION #28312

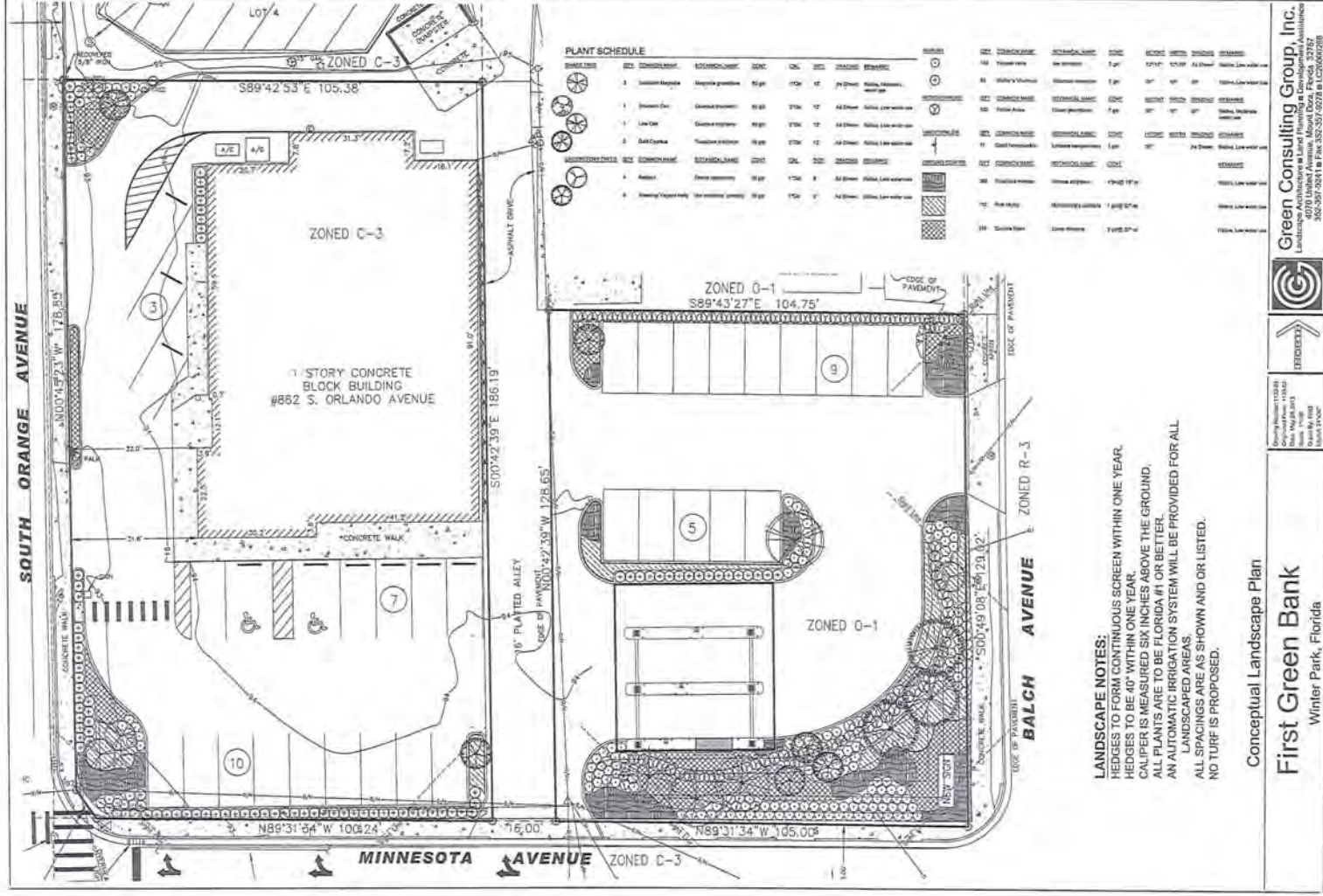


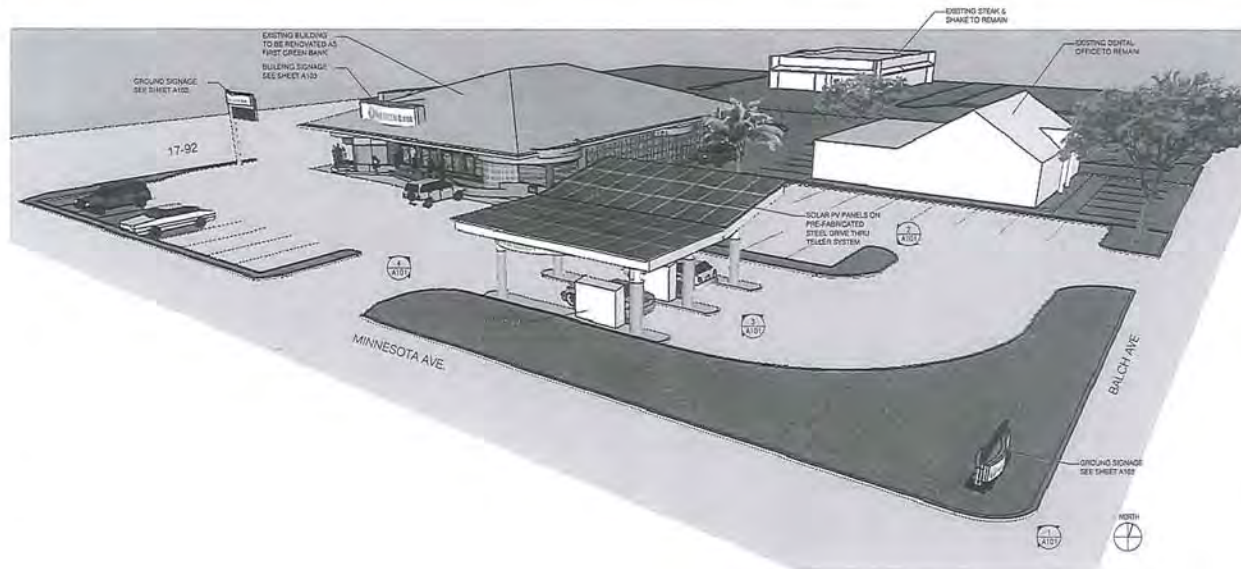
CONSTANCE A. OWENS, P.E., LEED AP  
FLORIDA LICENSE # 54842











1 A100 AERIAL VIEW OF DRIVE THRU TELLER  
SEE CIVIL DRAWINGS FOR MORE SITE INFORMATION

CONCEPT DESIGN ONLY  
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VOA ASSOCIATES INCORPORATED  
1000 N. W. 10th Ave., Suite 1000  
Fort Lauderdale, FL 33311  
Tel: 954.561.1000  
Fax: 954.561.1001  
www.voaassociates.com

ARCHITECT SEAL

GENERAL NOTES

REVISIONS

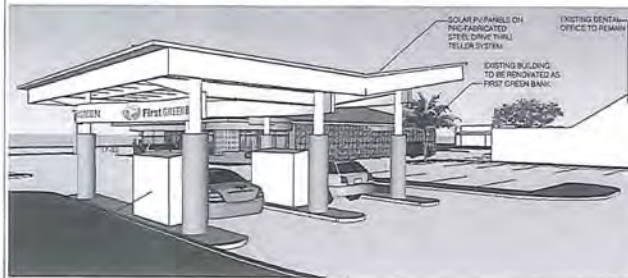
NO.	DESCRIPTION	DATE

FIRST GREEN BANK  
WINTER PARK BRANCH  
WINTER PARK, FL

EXTERIOR ELEVATIONS

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CHECKED BY: JLS  
SCALE: NO SCALE  
DATE: 06/10/10  
PROJECT NO: 0610010

SHEET NO: A100



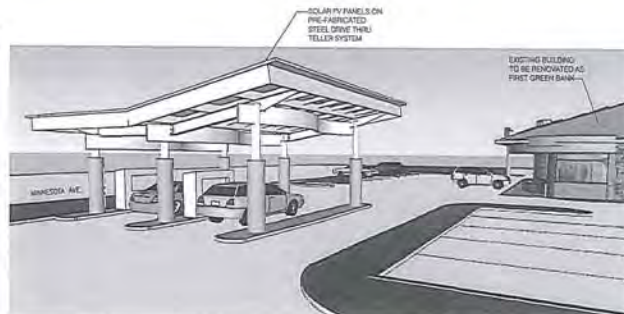
3 SOUTHEAST ELEVATION  
SEE CIVIL DRAWINGS FOR MORE SITE INFORMATION



4 WEST ELEVATION  
SEE CIVIL DRAWINGS FOR MORE SITE INFORMATION



1 SOUTHEAST ELEVATION  
SEE CIVIL DRAWINGS FOR MORE SITE INFORMATION



2 EAST ELEVATION  
SEE CIVIL DRAWINGS FOR MORE SITE INFORMATION

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1000 N. W. 10th Ave., Suite 100  
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Fax: 954.575.1001  
www.voa.com

ARCHITECT

DATE: 01/11/11

PROJECT: WINTER PARK BRANCH

NO. 00000000

DATE: 01/11/11

PROJECT: WINTER PARK BRANCH

NO. 00000000

DATE: 01/11/11

PROJECT: WINTER PARK BRANCH

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DATE: 01/11/11

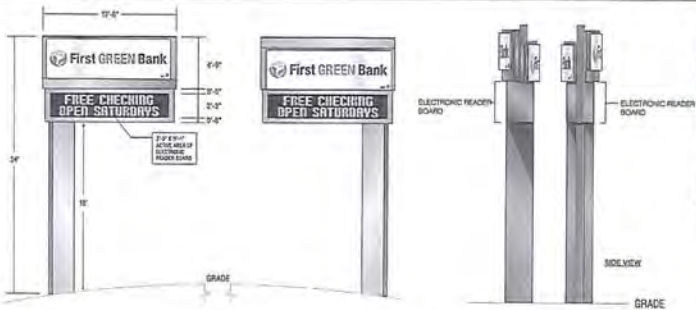
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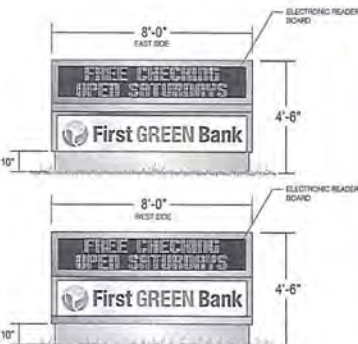
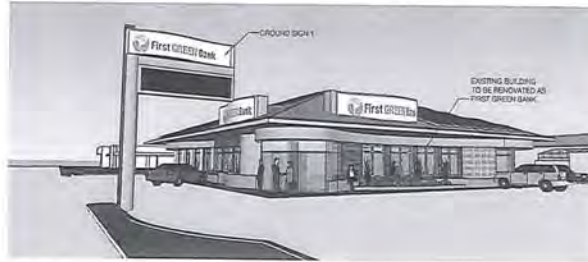
DATE: 01/11/11

PROJECT: WINTER PARK BRANCH





1 GROUND SIGN1  
A102 PULL/PUSH MOUNT SIGN ON 17'-6"



2 GROUND SIGN2  
A102 PULL/PUSH MOUNT SIGN ON 17'-6"



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DESIGNER NOTES

REVISIONS

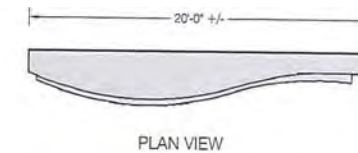
NO.	DESCRIPTION	DATE

FIRST GREEN BANK  
WINTER PARK BRANCH  
WINTER PARK, FL

EXTERIOR SIGNAGE  
GROUND SIGNS

DESIGNED BY	ALB
CHECKED BY	ALB
SCALE	NO SCALE
DATE	11/19/13
PROJECT NO.	11/19/13

SHEET NO: A102



1 BUILDING SIGN

A103

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VOA ASSOCIATES INCORPORATED  
1000 WEST 10TH AVENUE, SUITE 100  
DENVER, CO 80202  
TEL: 303.733.1000  
WWW.VOA-ASSOCIATES.COM

ARCHITECT SEAL

GENERAL NOTES

KEYED NOTES

NO. DESCRIPTION

DATE

FIRST GREEN BANK  
WINTER PARK BRANCH  
WINTER PARK, FL

EXTERIOR SIGNAGE  
BUILDING SIGN

DRAWN BY: ALS  
CHECKED BY: JP  
SCALE: NO SCALE  
START DATE: 06/2013  
PROJECT NO: 1700413

SHEET NO: A103

**REQUEST OF THE FIRST GREEN BANK FOR: CONDITIONAL USE APPROVAL TO ESTABLISH A BRANCH BANK LOCATION AT 862 S. ORLANDO AVENUE WITHIN THE EXISTING BUILDING AND TO CONSTRUCT NEW REMOTE DRIVE-THRU TELLER LANES ON THE ADJACENT PROPERTY AT 1161 MINNESOTA AVENUE, ZONED C-3 AND O-1.**

Planning Director Jeffrey Briggs presented the staff report. He explained that this item is a conditional use request from First Green Bank to establish a branch bank facility with drive-in tellers on the property at 862 S. Orlando Avenue (northeast corner of Orlando and Minnesota Avenues) and on the adjacent property at 1161 Minnesota Avenue. It is a conditional use because of the drive-in tellers. He reviewed the request for site and context, project plans, parking, traffic circulation and stacking, storm water retention, and landscaping. He summarized by stating that the site is adequately sized and the overall site plan design well suited for this type of project. The drive-in components are designed to meet the peak stacking needs for this 'community' bank and likely if they were acquired by a large 'national' bank the stacking would work as well. Staff recommendation is for approval. Mr. Briggs responded to Board member questions and concerns.

Constance Owens, 158 Villa de Esta Terrace, Lake Mary, represented the applicant. She used a power point presentation to present details of the project to the Board members.

Ken LaRowe, 22449 Lake Sadler Road, Eustis, FL, represented First Green Bank. He gave the Board members a comprehensive overview of the "green" concept that the bank is built upon. They expressed agreement with the staff report and responded to Board member questions and concerns. No one else wished to speak concerning the request. Public Hearing closed.

**Motion made by Peter Weldon, seconded by Peter Gottfried to approve the request with variances 1-7, but not 8 and 9. NOTE: The requested variances are listed on the first page of the plans submitted by the applicant dated May 20, 2013. Motion carried with a 6-1 vote. Mr. Slocum voted against the motion.**





# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

## **Subject: Request of David Weekly Homes for Subdivision Approval at 250 W. Lyman Avenue.**

David Weekly Homes has a contract to purchase the property at 250 W. Lyman Avenue. You will recall this property was just recently rezoned to R-2 in March. The contract purchaser is now requesting subdivision or lot split approval to divide the property into six lots. Four of the lots will be duplex lots and two will be single family lots. No variances are requested since the proposed lot dimensions meet the R-2 standards.

### **Planning and Zoning Board Recommendation:**

**Motion made by Tom Sacha, seconded by Peter Gottfried to approve the subdivision request to split the property at 250 West Lyman Avenue, zoned R-2, into six lots. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

**Proposed Lots:** The four proposed duplex lots fronting on Lyman Avenue are required by the R-2 zoning to be at least 50 feet wide and have a minimum of 9,000 square feet of lot area. The eastern three duplex lots are 72 feet wide and have the required 9,000 square feet of lot land area. The western-most duplex lot is 84 feet wide and has 11,000 square feet of lot area.

The two proposed single family lots fronting on Comstock Avenue are required by the R-2 zoning to be at least 50 feet wide and have a minimum of 6,000 square feet of lot area. These two single family lots are 50 feet wide and have the required 6,000 square feet of lot land area.

**Proposed development plan:** The applicant has provided a generalized site plan and building layout so that the City can see what the current thinking is for development of these lots. There is not anticipated to be any variances requested. The duplex townhomes and the single family homes will meet all the R-2 zoning requirements in terms of setbacks, height, floor area ratio, lot coverage, etc. They would like to have the garages in the rear. Thus, the plan contemplates a one-way circulation alley in the rear as access to the garages. The City is not being asked to approve any of the development plans.

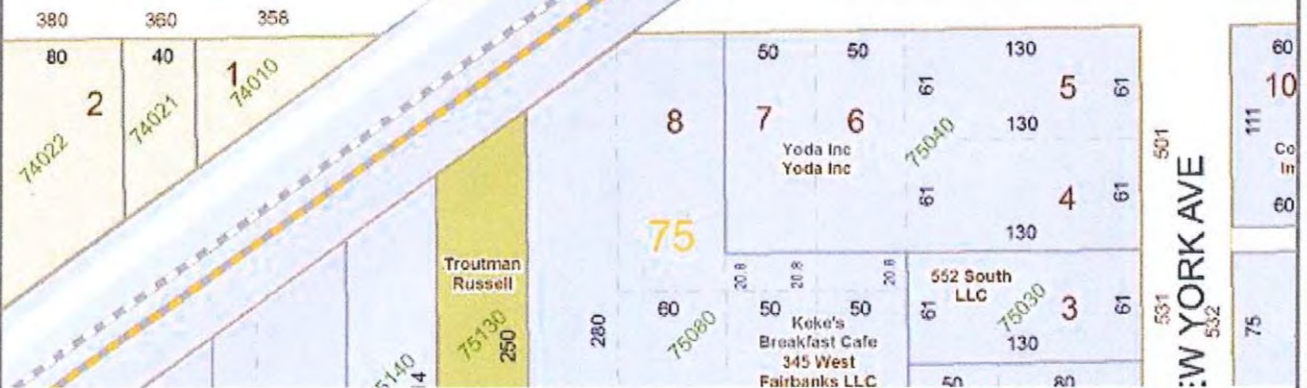
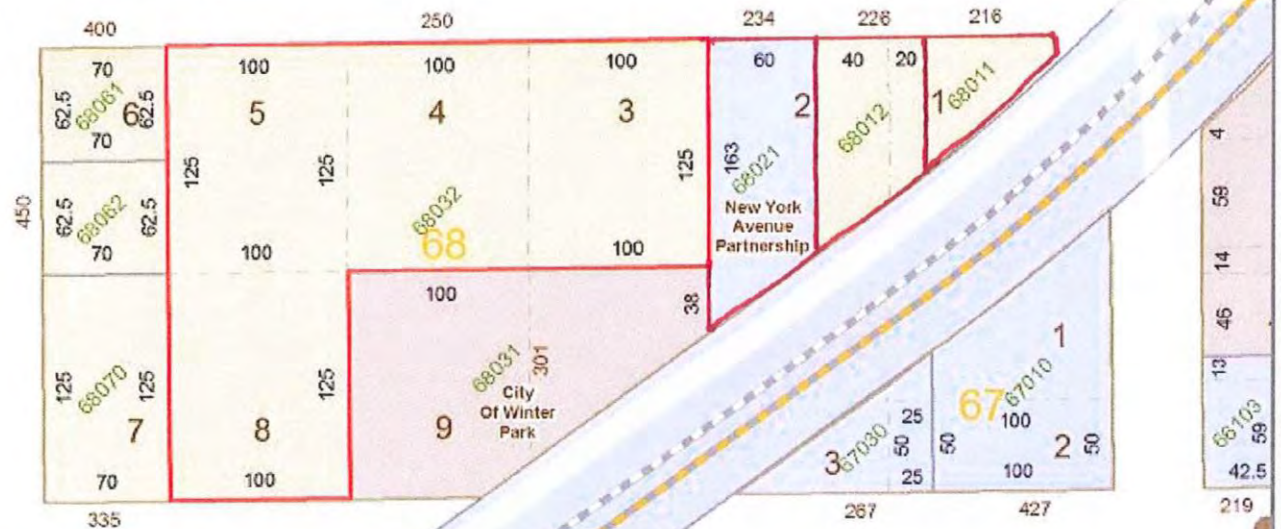
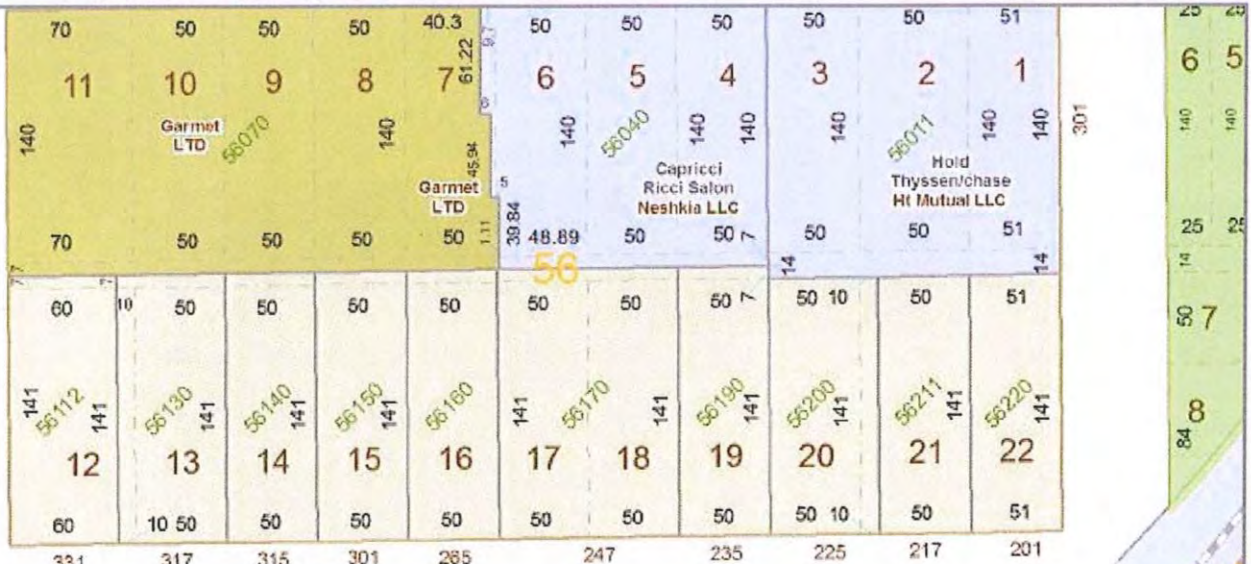
**Summary:** The request meets all the R-2 zoning requirements for lot sizes and no variances are requested. Unlike our other rezoning and conditional use requests where there is often some discretion by the City based on context and compatibility, the case law with subdivision requests is that when a property meets the code, they are entitled to an approval.

# OCA Web Map



 Major Roads	 Block Line	 Commercial/Institutional	 Hydro	 Building	6	Lot Number
 Road Under Construction	 Lot Line	 Governmental/Institutional/Misc	 Waste Land	 Fire Station	06060	Parcel Number
 Proposed Road	 Residential	 Commercial/Industrial/Vacant Land	 Parks	 Hospital	3106	Parcel Address
 Brick Road	 Agriculture	 Agricultural Curtilage	 Lakes and River	 Block Number	111.9	Parcel Dimension

S VIRGINIA AVE





OCPA Web Map



15m  
50ft

Major Roads

Road Under Construction

Proposed Road

Brick Road

Block Line

Lot Line

Residential

Agriculture

Commercial/Institutional

Governmental/Institutional/Misc

Commercial/Industrial/Vacant Land

Agricultural Curtilage

Hydro

Waste Land

Parks

Lakes and River

Building

Fire Station

Hospital

Block Number

6

06060

3106

111.9

Lot Number

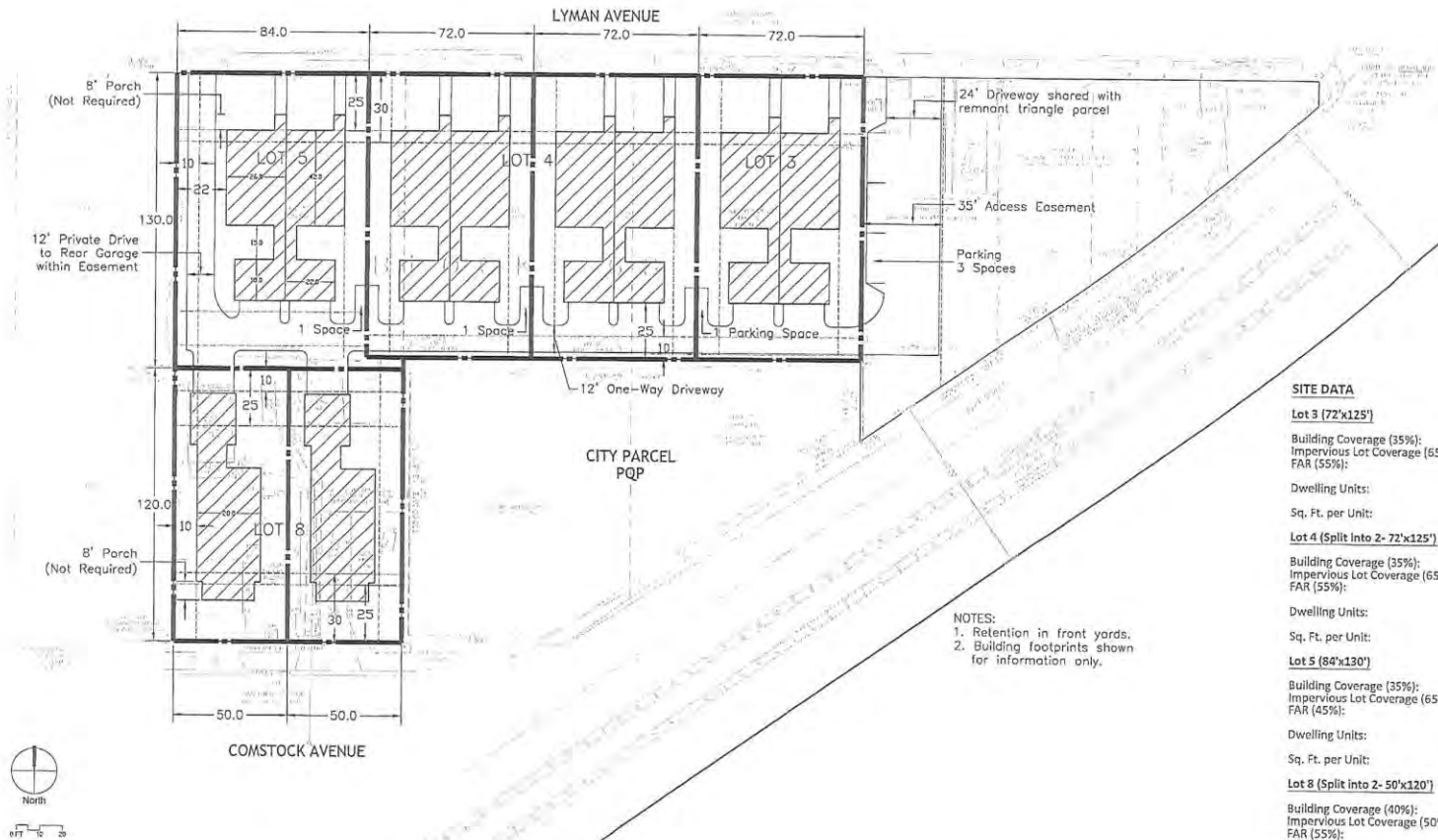
Parcel Number

Parcel Address

Parcel Dimensions







#### SITE DATA

<b>Lot 3 (72'x125')</b>	9,000 SF
Building Coverage (35%):	3,150 SF
Impervious Lot Coverage (65%):	5,850 SF
FAR (55%):	4,950 SF
Dwelling Units:	2 DU's
Sq. Ft. per Unit:	2,475 SF
<b>Lot 4 (Split into 2- 72'x125')</b>	9,000 SF
Building Coverage (35%):	3,150 SF
Impervious Lot Coverage (65%):	5,850 SF
FAR (55%):	4,950 SF
Dwelling Units:	4 DU's
Sq. Ft. per Unit:	2,475 SF
<b>Lot 5 (84'x130')</b>	11,000 SF*
Building Coverage (35%):	3,850 SF
Impervious Lot Coverage (65%):	7,150 SF
FAR (45%):	4,950 SF
Dwelling Units:	2 DU's
Sq. Ft. per Unit:	2,475 SF
<b>Lot 8 (Split into 2- 50'x120')</b>	12,000 SF
Building Coverage (40%):	4,800 SF
Impervious Lot Coverage (50%):	6,000 SF
FAR (55%):	6,600 SF
Dwelling Units:	2 DU's
Sq. Ft. per Unit:	3,300 SF

\*Includes 80 SF area at southeast corner

NOTES:  
1. Retention in front yards.  
2. Building footprints shown for information only.

## SUBDIVISION PLAN

# 250 LYMAN AVENUE PROPERTY

City of Winter Park, FL

Prepared For:  
DAVID WEEKLEY HOMES

Prepared By:  
COURT STREET PARTNERS

MAY 2013



# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

## Subject: Request of Lakeside Winter Park LLC for "Final" Conditional Use Approval at 111 & 131 N. Orlando Ave.

Lakeside Winter Park LLC (Unicorp USA) is requesting "final" conditional use approval for their project pursuant to the "preliminary" conditional use approved by the Planning Board on February 5, 2013 and by the City Commission on February 25, 2013 on the properties at 111 & 131 N. Orlando Avenue.

### Planning and Zoning Board Recommendation:

**Motion made by Tom Sacha, seconded by Bob Hahn to grant Final Conditional Use approval pursuant to an executed Development Agreement that has been approved by the City attorney that incorporates the approvals granted, the variances permitted and the conditions of approval and enforcement methods for those conditions.**

In addition, the applicant has agreed to include in the City Commission materials that show the rear elevations of the northern "Trader Joe's" building and will provide more detail on the screening and specific type of fencing that is to be used on the northern border of the property that abuts the Lake Killarney Condominiums. Motion carried unanimously with a 5-0 vote. (James Johnston and Randall Slocum abstained due to conflicts of prior work with their firm for this company.)

### Summary:

The City Commission approved the "preliminary" conditional use with same conditions as recommended by P&Z that are listed below. The "red" text indicates what has been done to respond to those conditions as follows:

- 1. That the project is limited to one restaurant located in the southern building and that no outdoor amplified musical entertainment is permitted after 10:00 pm.**  
This condition has been incorporated into the development agreement and the one restaurant space projected is the 3,500 sq. ft. space on the south end of Building "C".
- 2. That the parking variance (requested for the 7,500 sq. ft. restaurant in Option B) be approved for 45 spaces but contingent upon the developer's commitment via a development agreement to a "dinner" only restaurant and the closing of 4,000 square feet of building space each day by 6:00 pm**

**and to provide a valet parking plan for after 6:00 pm for approval by the City Commission. (Only Option B site plan approved)**

The proposal to have "dinner" only restaurant (Ruth Chris) has gone away. So has the parking variance. There is parking provided for 123 seats within and outside of the 3,500 sq. ft. restaurant space. So this condition is no longer necessary.

3. **That the shoreline alterations and improvements including any seawalls, docks, boardwalks, hardscape, filling of the lake and excavation of the "stream" amenity be approved by the Lakes and Waterways Board, as required by Code. That the boat dock is limited to 1,200 square feet in size over water and no boat ramp is permitted and no motorized vehicles are permitted on the lake from this property.**

The Lakes Board approved all of these features at their May 15<sup>th</sup> meeting. These other conditions have been incorporated into the development agreement.

4. **That the existing oak trees along the northern property line be preserved and that the developer add solid vinyl security fence between the properties including the radius fence beyond the end of the seawall.**

This has been done and this condition has been incorporated into the development agreement.

5. **That the "final" conditional use submittal attempt to preserve some of the oak trees at the project entrance.**

The developer has not complied with this condition largely because of the vast expanse of area needed for the underground storm water retention exfiltration system. More discussion of this follows.

6. **That the building and mechanical permits be designed and operate at all times under a maximum of 55 decibels at the property line from any air conditioning or other mechanical equipment to address sound containment of the AC and mechanical equipment for the northern buildings and for all tenant spaces therein and that there be certification as to such design by the engineer of record and any subsequent violation of the specific 55 decibel level shall be grounds for enforcement by the City and compliance by the property owner and tenant.**

This condition has been incorporated into the development agreement.

## **The Approval Process:**

Per city code, the public hearings advertised for the conditional use review and approval in February were for the "preliminary" CU approval per code. The "final" CU approval per code is the action to review compliance with the conditions of approval and to review the final civil, landscaping, drainage and lighting details.

## **The New Plan Submittals:**

This "final" conditional use provides four new plan details for review:

1. Landscape Plan – the specific landscape plan for the project is attached. There were variances granted at the "preliminary" stage for reduced landscape island size and for the number of spaces between landscape islands. Overall 18.63% of the site is pervious which exceeds the 15% minimum pervious requirement in the Code. The major landscape feature will be the 4 canary date palm trees at the



entrance and the 24 other date palms throughout the parking lot. In addition, there will be added some 7 live oaks, 5 magnolias, and 7 cypress trees.

2. Storm Water Drainage Plans – the specific method of meeting the City and St. Johns River Water Management District drainage criteria is primarily via an underground ex-filtration system located in the parking lot area near Morse Blvd. Soil borings confirm that the system, as designed, will operate properly in this location. There is a maintenance requirement both to the City and St. Johns. It is quite an extensive system encompassing about 25,000 square feet and 124 chambers under about one-half acre of the 3.86 acre site. Due to the extensive nature of this system and the location required for it, the existing oak trees at the entrance could not be saved.
3. Site Lighting – The plan contains the site lighting plan and photometrics which do not produce light spillage onto the adjacent properties.
4. Civil Plan – Because the lakefront building pads are several feet lower than Orlando Avenue there is not enough 'fall' grade drop to get the sanitary sewer to flow via gravity out to the sewer collection system in Orlando Avenue. A sanitary sewer lift station then is planned and shown adjacent (on the south side) next to dumpster location. It is then adjacent to the storm water retention areas for the Hillstone restaurant.
5. Final Site Plan – Following the approval by the Lakes Board of the waterfront improvements, the plan has been revised accordingly. There is still a staff concern about the outdoor seating shown on the lakefront along the shoreline in the northern portion of the site. Obviously it is intended as a nice amenity for customers to enjoy the view of the lake but there is an inherent problem if used for dining/drinking late at night when that activity and noise will be a nuisance to the residents at the Lake Killarney Condo. The Development Agreement addresses that intended use.

### **Development Agreement:**

There is a Development Agreement that has been prepared (with approval of the City Attorney) to incorporate the approvals granted, the variances permitted, the conditions of approval and enforcement methods for those conditions as outlined.

# Site Plan Approved for "Preliminary" Cond. Use



RETAIL AREA	PARKING PROVIDED	PARKING RATIO
36,265 SF	160 SPACES	4.4 SP / 1,000 SF
TOTAL		

111 & 113 N. Orlando Avenue

Winter Park, Florida

Architect: Anderson + Gaudin  
 Architectural Firm: Anderson + Gaudin  
 Project: 111 & 113 N. Orlando Avenue

City: Winter Park, Florida

Master Site Plan - B

01.15.2013

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.









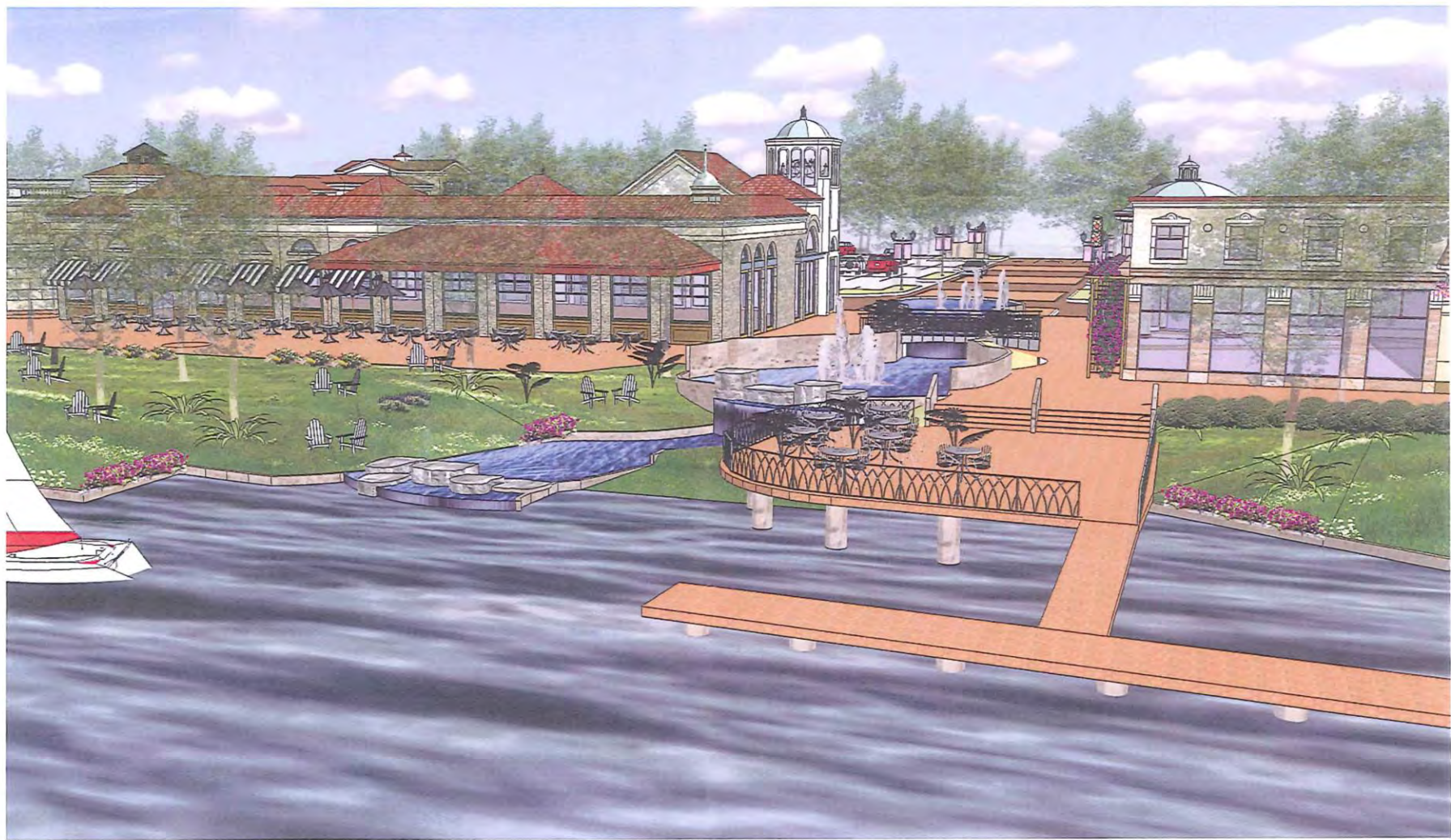
## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 1





## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 2





## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 3





## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 4





## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 5





## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 6





## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 7



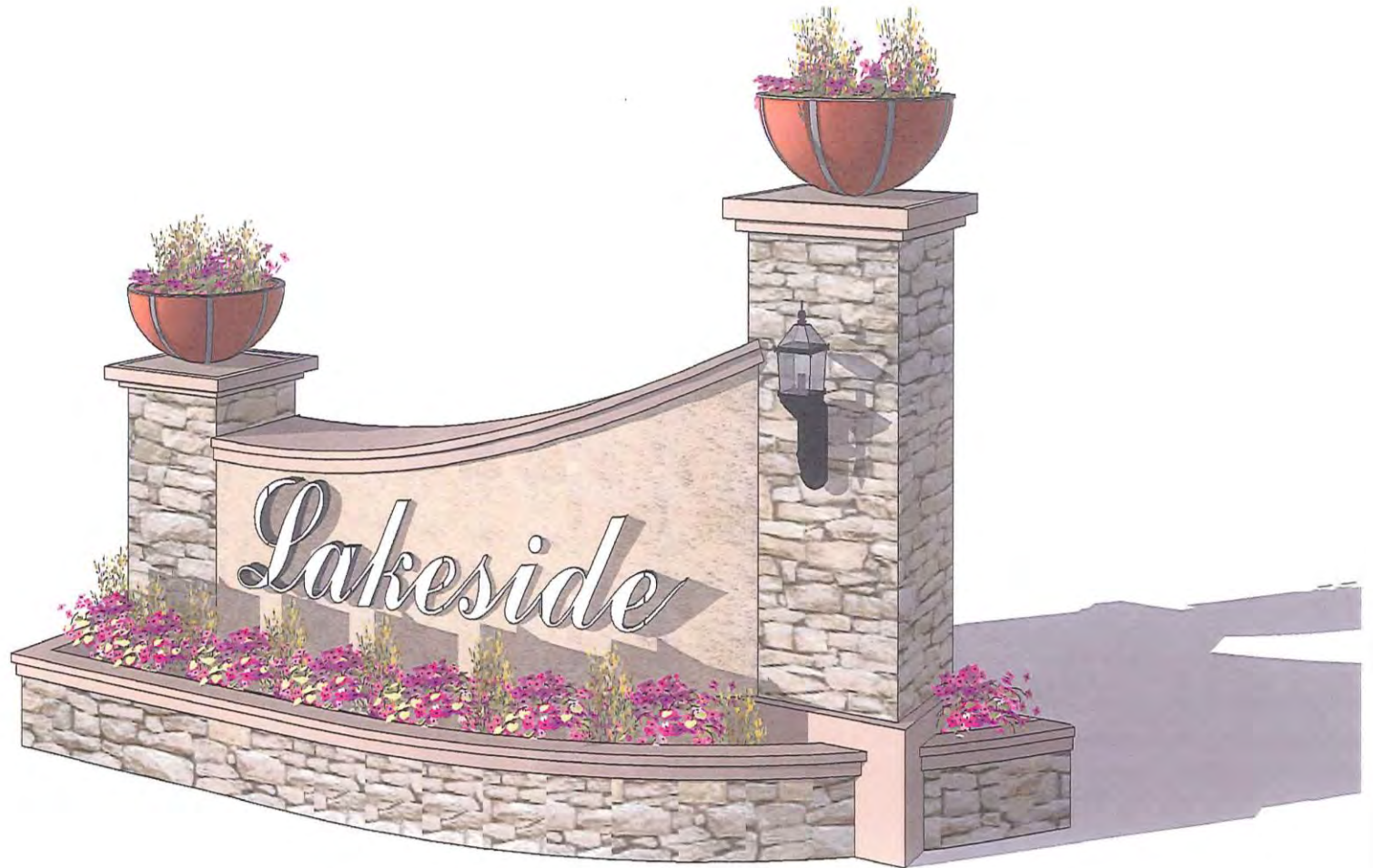


## *Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

Conceptual Rendering

Winter Park, Florida | May 21, 2013 | 8



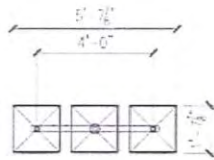
*Lakeside Winter Park*

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

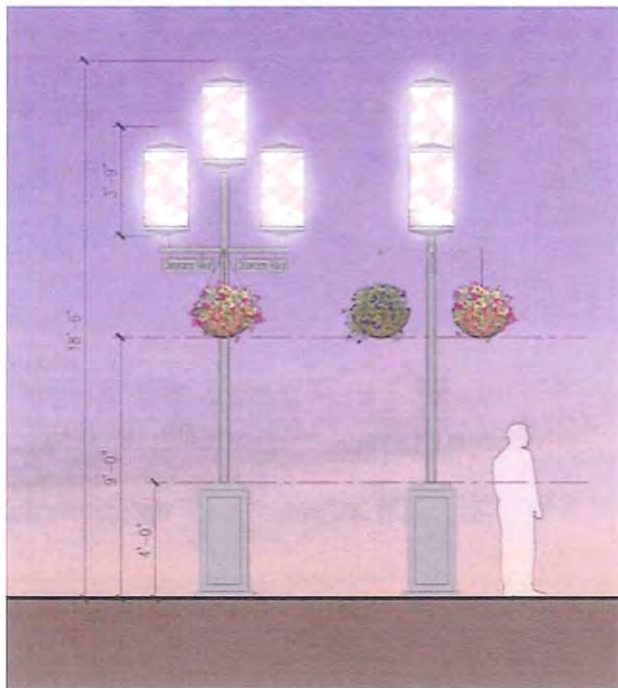
Monument Signs

Winter Park, Florida | May 21, 2013 | 9





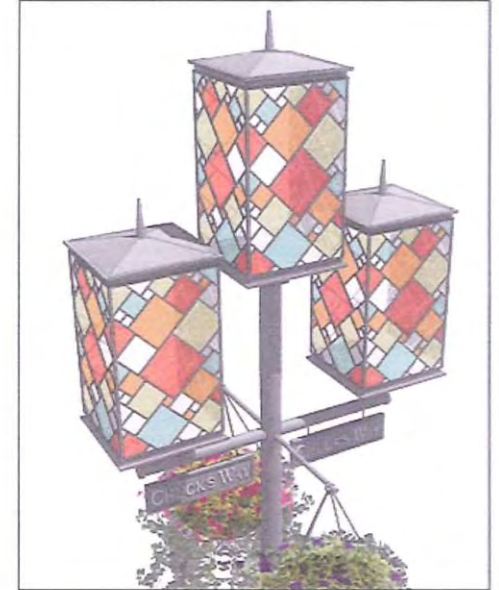
Plan



Elevations



Overall Perspective



Enlarged Fixture



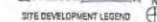
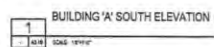
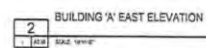
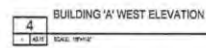
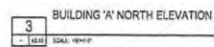
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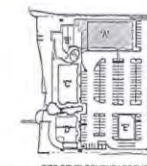
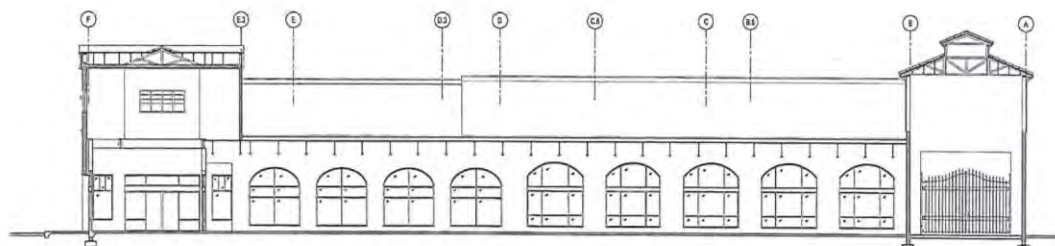
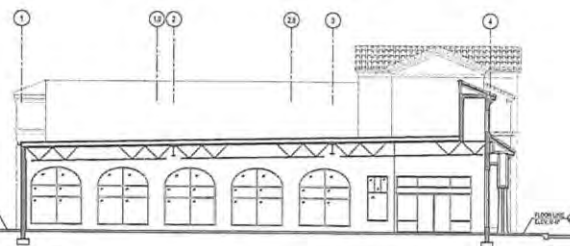
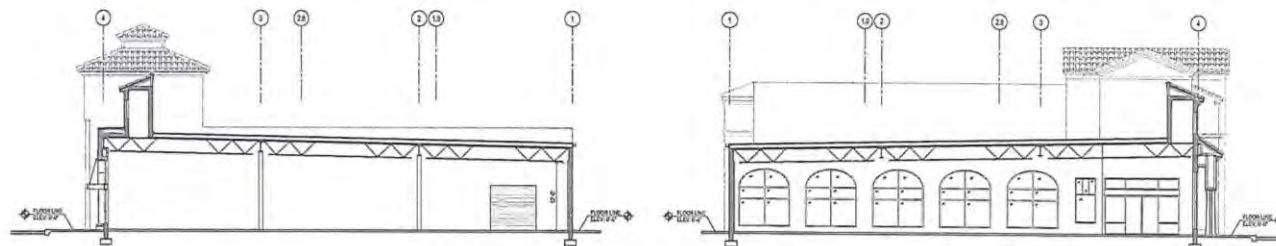
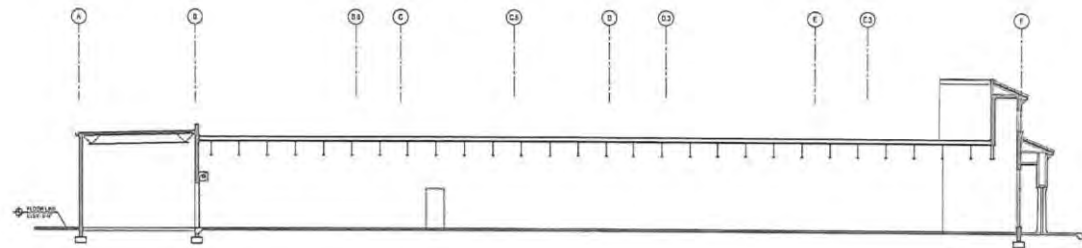
## Lakeside Winter Park

Unicorp National Developments, Inc. Developer | Antunovich Associates Architects, Planners

## Site Lighting

Winter Park, Florida | May 21, 2013 | 11

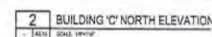
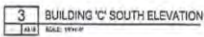
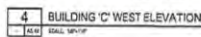
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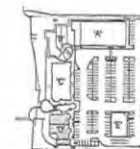
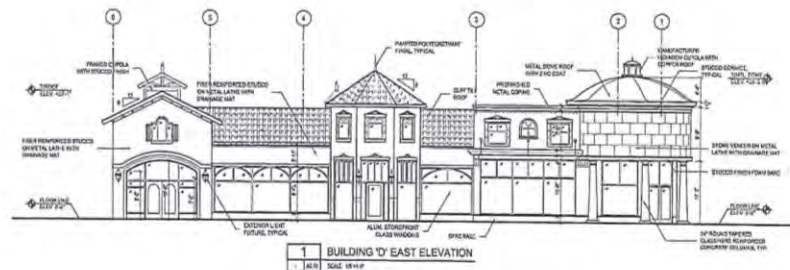
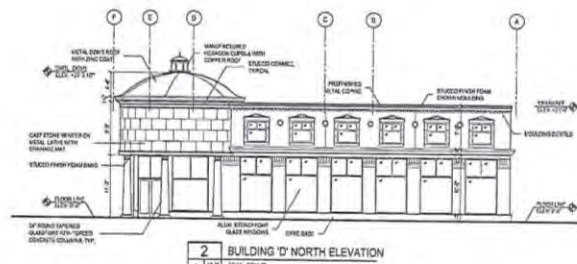
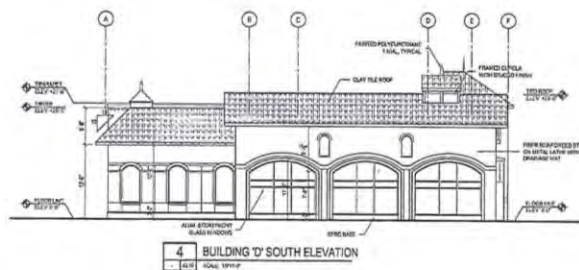
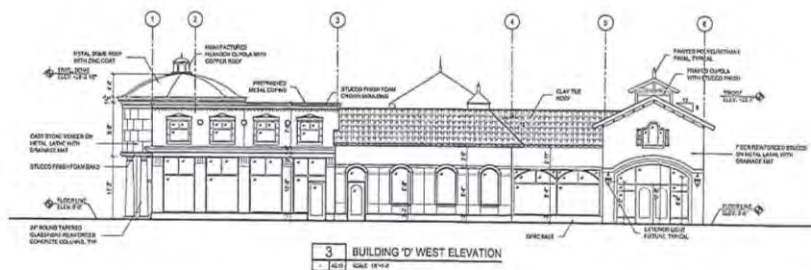
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<p>State:</p>	
<p>Zip:</p>	
<p>Phone:</p>	
<p>Fax:</p>	
<p>Project Description:</p>	
<p>Client:</p>	
<p>Contractor:</p>	
<p>Architect:</p>	
<p>Engineer:</p>	
<p>Interior Designer:</p>	
<p>General Contractor:</p>	
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<p>Project Engineer:</p>	
<p>Project Architect:</p>	



No.	Date	Description
<b>Submissions &amp; Revisions</b>		

Unicom National Development, Inc.  
7948 Via Delgado Way, Suite 200  
Orlando, FL 32819

[illegible]

General Director

**ANTUNOVICH ASSOCIATES**

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Room 7  
Cambridge, Massachusetts 02142  
Tel. 617 552 1100  
Fax 617 552 1100

2nd Engineer

**Avid Group**  
2225 Century Blvd, #10, 201  
Pompano Beach, Florida 33062  
407-781-7271 Fax 407-781-7272  
FAX (727) 781-0052

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

R.L. Plowfield &  
Associates, INC.  
1575 Wile Springs Drive #2000  
Winter Springs, FL 32718  
Phone: 407 657 0017

U.S. & F. Engineers

**Ingenuity Engineers**  
4701 New Brand Street, Suite 500  
Orlando, Florida 32814  
PH (407) 364-0037  
FAX (407) 364-0033

Landmark Report

**Verlander Landscape Architecture**  
158 Turnbull Avenue, Suite 201  
Kissimmee Springs, Florida 32751  
PHONE: (407) 836-4101  
FAX: (407) 834-2519

219

**Lakeside**  
111 & 121 Orlando Ave.  
Winter Park, Florida

BUILDING 'D'

### EXTERIOR ELEVATIONS

Real	Cost
	and/or

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 Drawn By  
 HSYN

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	Project ID:

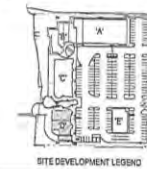
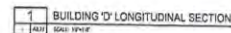
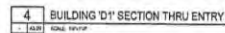
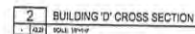
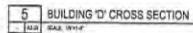
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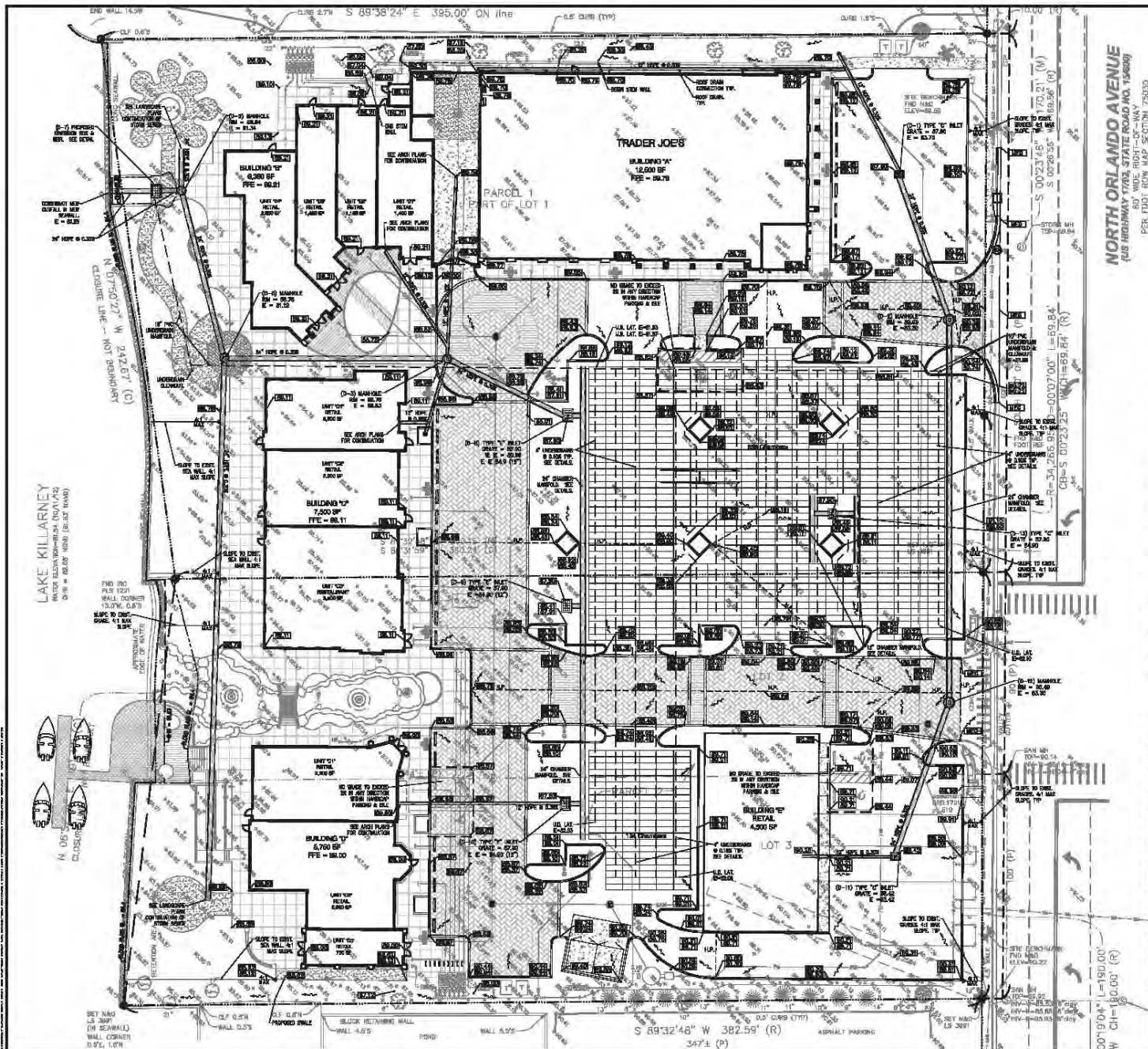
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Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923. 0896-6460/96 \$05.00 + .00.





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Client:		University of Toronto	
Address:		100 St. George Street, Toronto, Ontario M5S 1A5	
Architect:		R.L. Plowfield & Associates, Inc.	
Engineer:		Verderber Landscape Architecture	
Interior Designer:		LAWSON	
Contractor:		A3.20	
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# **GRADING LEGEND**

EL	ELEVATION
TYF	TYPICAL
CO	CLEAROUT
IE	INVERT ELEVATION
HC	HANDICAP
HP	HIGH POINT
FE	EXISTING ELEVATION
PS	PROPOSED SPOT ELEVATION
ME	MATCH EXISTING GRADE
DI	DRAINAGE INLET
SS	SURFACE STORMWATER FLOW
FF	FINISH FLOOR ELEVATION
SS	STORM SEWER STRUCTURE NUMBER
PC	PROPOSED CONCRETE PAVEMENT
PR	PROPOSED REINFORCED CONCRETE PAVEMENT
PB	PROPOSED BRICK PAVEMENT

## **GEOTECHNICAL REFERENCE:**

THE DESIGN OF THE PROPOSED IMPROVEMENTS HAS CONSIDERED THE FINDINGS AND RECOMMENDATIONS PRESENTED IN THE REPORT FOR GEOTECHNICAL ENGINEERING SERVICES PREPARED BY PSI, INC (PSI PROJECT NO: 0757971), AND DATED 5/05/2013.

## **SITE GRADES:**

PORTIONS OF THE SITE WILL REQUIRE A CUT CONDITION AND OTHER PORTIONS OF THE SITE WILL REQUIRE A FILL CONDITION. THE FILL CONDITION MAY EXCEED THE MAX. 2'-0" OF FILL REQUIREMENT OF THE CITY. HOWEVER THIS IS NECESSARY AS THE SITE FALLS TOWARDS THE LAKE. THIS FILL CONDITION, THOUGH, WILL RESULT IN FINISH FLOORS BEING COMPATIBLE WITH THE SURROUNDING PROPERTIES AND ALSO, GRADES WILL SLOPE DOWN TO MEET THE EXISTING GRADES AT THE PROPERTY LINES.

## **DATUM NOTE:**

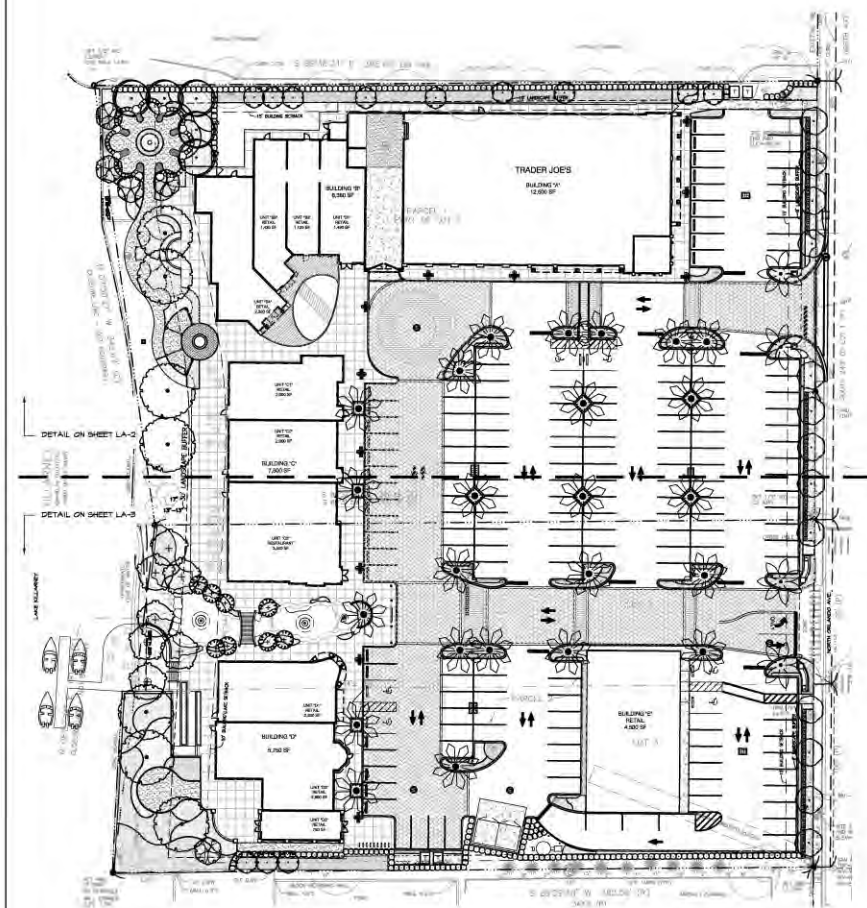
ELEVATIONS ARE BASED ON NAVD 1988 AS PROVIDED BY A.I.D., INC.

## **NPDES NOTES:**

1. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PLACE SILT FABRIC FENCE AT THE UPSTREAM END OF ALL STORM SEWER PIPES UNTIL INLETS ARE COMPLETED.
2. WHEN THE CONSTRUCTION OF INLETS ARE COMPLETED THE CONTRACTOR SHALL PLACE SILT FABRIC FENCE IN PLACE AS PER DETAIL.
3. THE CONTRACTOR SHALL SEED AND MULCH OR SOG SHOULES AND POINTS PER SECTIONS, IMMEDIATELY AFTER CONSTRUCTION IS COMPLETED AND PROMOTE QUICK REVEGETATION.
4. THE CONTRACTOR SHALL CHECK ALL EROSION AND SILTATION CONTROL DEVICES AFTER EACH RAINFALL AND REPAIR OR REPLACE THEM AS REQUIRED. SILT FENCES TO REMAIN UNTIL CITY/COUNTY ACCEPTANCE.
5. THE REQUIREMENTS LISTED ABOVE SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE CONTRACTOR SHALL USE WHATEVER METHODS HE DEEMS NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FOR THE PROJECT.
6. Dewatering methods of wellpointing and direct burial "sock" pipe shall be utilized.
7. Dewatering discharge shall be directed to a sediment sump PRIOR TO BEING DISCHARGED OFFSITE.

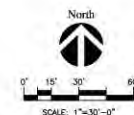


UNICORP NATIONAL DEVELOPMENTS, INC.		LAKESIDE WINTER PARK WINTER PARK, FL	
CIVIL ENGINEERING LAND PLANNING SURVEYING PHOTOGRAPHY VIDEOGRAPHY 2000 S. WOODBRIDGE WINTER PARK, FL 32989 PHONE: (407) 844-4004 FAX: (407) 844-4005 WWW.UNICORP.COM		<b>AVID</b> GROUP	
PROJECT NO: 0757971 SHEET NO: 05 DATE: 05/05/2013		<b>05</b> PAVING, GRADING & DRAINAGE PLAN	



# PLANT SCHEDULE

TREE	QTY	BOTANICAL NAME	COMMON NAME	CONT	GAL	SIZE	NATIVE	WATER USE	REMARKS
TD	12	<i>Elaeagnus argentea</i>	Japanese Blueberry Tree	200 GAL. OR KPGMB	3'-6"	16" x 18" x 5"	Y	L	CLIMBING VARIETY, SINGLE LEADER TREE, 3'-4" CLEAR TRUNK
MS	5	<i>Magnolia grandiflora</i>	Southern Magnolia	200 GAL. OR KPGMB	3'-6"	16" x 18" x 5"	Y	L	CLIMBING VARIETY, SINGLE LEADER TREE, 3'-4" CLEAR TRUNK
OE	13	<i>Erica carnea</i>	European Olive	45 gal	3'	12" x 15"	N	L	STANDARD
PC	4	<i>Phoenix canariensis</i>	Canary Island Date Palm	8 x 8	3'	12" x 15"	N	L	16" CLEAR TRUNK, MATCHED SPECIMEN
PD	24	<i>Phoenix dactyloides 'Medjool'</i>	Medjool Date Palm	8 x 8	3'	12" x 15"	N	L	16" CLEAR TRUNK, MATCHED SPECIMEN
QVC	7	<i>Quercus virginiana 'Cathedral'</i>	Southern Live Oak	300 GAL. OR KPGMB	7'-8" G	20" x 12"	Y	L	7'-8" CLEAR TRUNK, CATHEDRAL
SP	5	<i>Sabal palmetto</i>	Palmetto	8 x 8	3'	12" x 15"	Y	L	STRAIGHT TRUNK, HURRICANE CUTS PERMITTED, C-1 MEASURED TO BASE OF CENTER FROND
TC	5	<i>Taxodium chrysocarpa</i>	Golf Taxodium	8 x 8	2'	10"	N	L	3' SINGLE STRAIGHT TRUNK BEFORE BREAK FOR CROWN
TD	7	<i>Taxodium distichum</i>	Bald Cypress	8 x 8	2'	10"	Y	L	3' SINGLE LEADER TREES
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	NATIVE	WATER USE	REMARKS	
BM	50	<i>Banksia microphylla japonica</i>	Japanese Bowwood	7 gal	3'	10"	M		10' O.C.
IP	273	<i>Illex parviflorum</i>	Arise Tree	7 gal	42" x 30"	Y	M		FULL TO BASE, 30" O.C.
PM	113	<i>Podocarpus macrophyllum</i>	Spiked Yew Pine	7 gal	36" x 18"	N	M		FULL TO BASE, 24" O.C.
SHRUB ARBOS	QTY	BOTANICAL NAME	COMMON NAME	CONT	NATIVE	WATER USE	REMARKS		
A	650	<i>Arctostaphylos</i>	Arctostaphylos	12 gal @ 3' oc	N				REMARKS: PREVIOUS DEEP ANNUAL BED PREPARATION
AA	29	<i>Agave americana</i>	Lily of the Nile	3 gal @ 18" oc	N	L			GLAUCOUS VARIETY
DV	304	<i>Duranta erecta</i>	African Ind.	1 gal @ 18" oc	N	L			WHITE FLOWER
HP	193	<i>Hemiphragma</i>	Fire Bush	3 gal @ 30" oc	Y	L			24" x 18" FULL PLANT
JM	94	<i>Jasminum multiflorum</i>	Downy Jasmine	3 gal @ 30" oc	N	L			18" x 24" OVERALL FULL PLANT
ML	347	<i>Mitella repens</i>	Pink Mistle	1 gal @ 24" oc	Y	L			FULL GALLON CAN
RDO	510	<i>Rosa x 'Red Drift'</i>	Red Drift Knockout Rose	3 gal @ 30" oc	N	L			DARK RED
SEK	34	<i>Sesuvium portuacastrum</i>	Sea Purslane	3 gal @ 30" oc	Y	L			White Variety
TM	352	<i>Tradescantia virginiana</i>	Dwarf Spider Plant	4 gal @ 30" oc	N	L			MINIATURE VARIETY
TKT	348	<i>Thalictrum flavum</i>	Dwarf Thalictrum	3 gal @ 30" oc	Y	L			FULL 3 GAL CAN
VOM	417	<i>Viola midsommar 'Mrs. Stiles Delight'</i>	Mrs. Stiles Delight Violine	3 gal @ 30" oc	Y	L			15" x 18" OVERALL
ZF	158	<i>Zinnia mexicana</i>	Zinnia	3 gal @ 30" oc	Y	L			15" x 18" OVERALL
GROUND COVERS	BOTANICAL NAME	COMMON NAME	REMARKS						
MN	<i>Moss - Pine Bark Nugget</i>		1" DIA. & DEEP, 2" DEEP LAYER, 1" ON TREES						
PAN	<i>Paspalum notatum</i>	Argentine Grass Seed	SOLID SOG, NO IRRIGATION						
ZB	<i>Zinnia 'Empire'</i>	Empire Zinnia	SOLID SOG						



REVISIONS		
DATE	BY	DESCRIPTION
XXX	PLV	XXXXX

**VERLANDER**  
Landscape Architecture, LLC  
700 Tumball Avenue, Suite 301  
Altamonte Springs, FL 32714  
Phone: (407) 834-4104  
Fax: (407) 834-2919  
Email: pverlander@verlander.com  
Website: www.verlander.com

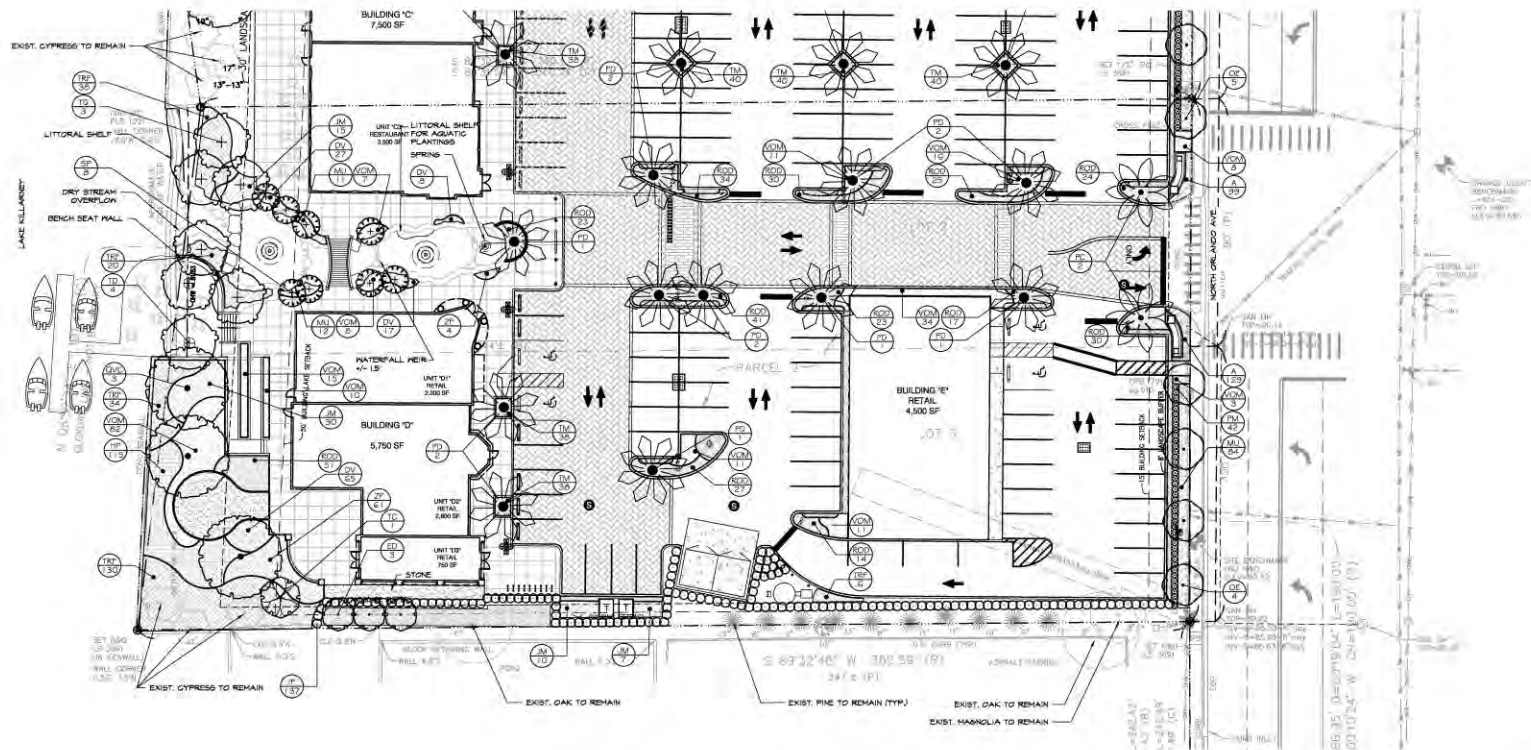


**LANDSCAPE PLAN**  
LAKESIDE WINTER PARK  
UNICORP NATIONAL DEVELOPMENT, INC.  
WINTER PARK, FLORIDA

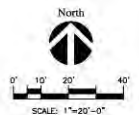
PROJ. NO.: 1311  
SCALE: 1"=30'-0"  
DATE: 5-21-13  
SHEET NO.: **LA-1**







REFER TO LA-1 FOR PLANT LIST



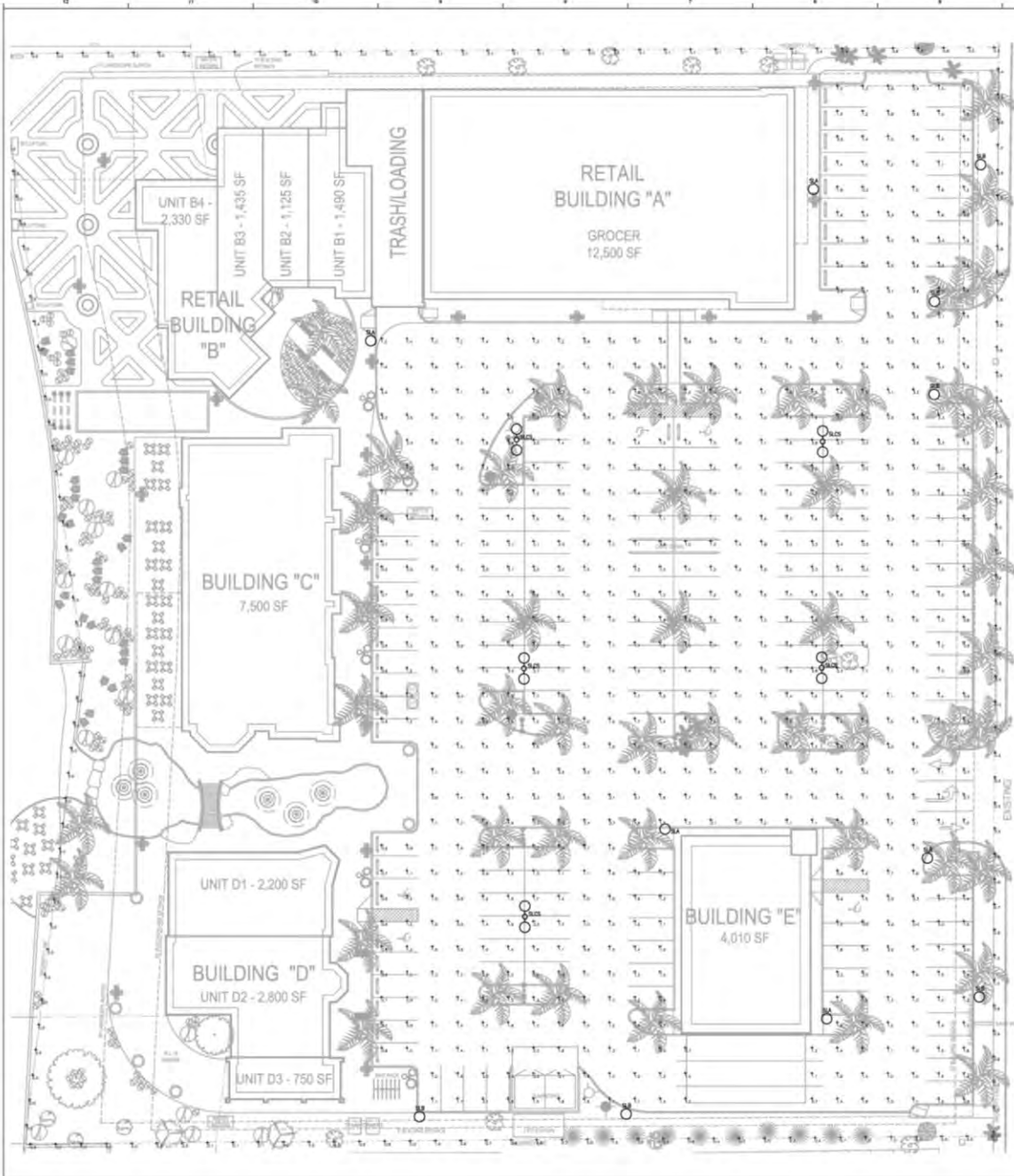
REVISIONS		
DATE	BY	DESCRIPTION
2000	PLV	000000

**VERLANDER**  
Landscape Architecture, LLC  
706 Turnbull Avenue, Suite 201  
Altamonte Springs, FL 32714  
Phone: (407) 334-1104  
Fax: (407) 834-2919  
Email: pverlander@aol.com  
Website: www.verlanderla.com



**LANDSCAPE PLAN**  
**LAKE WINTER PARK**  
**UNICORP NATIONAL DEVELOPMENT, INC.**  
WINTER PARK, FLORIDA

PROJ. NO.: 1311  
SCALE: 1"=20'-0"  
DATE: 5-27-13  
SHEET NO: **LA-3**



**STANDARD: 6750-6760 ESSEN SERIES**

**Specifications**

**GENERAL:**  
The 6750-6760 series is a modern, low-maintenance lighting fixture designed for use in commercial and residential applications. It features a sleek, cylindrical design with a wide, adjustable arm and a large, clear lens. The fixture is available in two finishes: brushed aluminum and black powder coat.

**INSTALLATION:**  
The 6750-6760 series is designed for easy installation. It features a standard E26 base and a simple mounting bracket. The fixture is suitable for use in both indoor and outdoor environments.

**WARRANTY:**  
The 6750-6760 series is covered by a limited warranty. The warranty covers the fixture for a period of five years from the date of purchase. The warranty does not cover the fixture if it is damaged by misuse or accident.

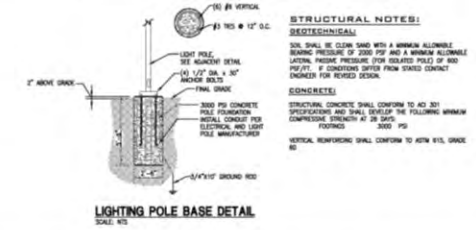
**STANDARD: 7700 BIRMINGHAM SERIES**

**Specifications**

**GENERAL:**  
The 7700 Birmingham series is a modern, low-maintenance lighting fixture designed for use in commercial and residential applications. It features a sleek, cylindrical design with a wide, adjustable arm and a large, clear lens. The fixture is available in two finishes: brushed aluminum and black powder coat.

**INSTALLATION:**  
The 7700 Birmingham series is designed for easy installation. It features a standard E26 base and a simple mounting bracket. The fixture is suitable for use in both indoor and outdoor environments.

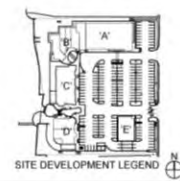
**WARRANTY:**  
The 7700 Birmingham series is covered by a limited warranty. The warranty covers the fixture for a period of five years from the date of purchase. The warranty does not cover the fixture if it is damaged by misuse or accident.



Item	Description	Quantity	Unit	Price	Total
1	Lighting Pole Base	1	Each	1,200.00	1,200.00
2	Lighting Pole	1	Each	1,500.00	1,500.00
3	Lighting Fixture	1	Each	1,000.00	1,000.00
4	Ground Rod	1	Each	100.00	100.00
5	Concrete	1	Cu Yd	150.00	150.00
6	Steel	1	Lbs	1.50	1.50
7	Paint	1	Gal	50.00	50.00
8	Welding	1	Hr	25.00	25.00
9	Transportation	1	Truck	100.00	100.00
10	Installation	1	Hr	25.00	25.00
11	Subtotal				5,525.00
12	Tax				552.50
13	Total				6,077.50

**SITE PLAN - LIGHTING PHOTOMETRY**

1/2" = 1'-0"



**Client:** University National Development, Inc.  
7800 1st Avenue, Suite 200  
Atlanta, GA 30309

**Project:** Lakeside  
111 & 112th Avenue, Suite 200  
Palm Beach, Florida

**Design:** SITE PLAN - LIGHTING PHOTOMETRY

**Scale:** 1/2" = 1'-0"

**Sheet:** E1.01



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

Return to:  
City of Winter Park  
City Clerk  
401 Park Avenue South  
Winter Park, Florida 32789

## **DEVELOPER'S AGREEMENT**

(Lakeside)

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **City of Winter Park, Florida**, a political subdivision of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and Lakeside **Winter Park, LLC**, a Florida limited liability company, (referred to as "Developer"), 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819.

### **WITNESSETH:**

WHEREAS, Developer intends to build and manage an approximately 36,000 square feet retail project ("Project");

WHEREAS, this Agreement is adopted pursuant to the Conditional Use section of the City Code, Section 58-90, and is not a statutory development agreement under Fla. Stat. §163.3220, et seq.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Agreement and the mutual covenants set forth herein, and for other good and valuable consideration, the City and Developer agree to the following conditions as follows:

1. Subject Property: The Subject Property is comprised of approximately 3.76 acres as more particularly described on **Exhibit "A"** attached hereto and incorporated by this reference.

2. Project Approvals: The site plan for the Project was approved by the City Commission on February 25, 2013, subject to compliance with this Agreement, as depicted on **Exhibit "B"**.

3. Special Conditions of Approval: The following variances or conditions of approval are included in the Conditional Use Permit as follows, as depicted on **Exhibit "B"** the Site Plan:

- a. Lake Setback: The Project has been approved by the City Commission for a reduced lake setback from 75' to 50'.
- b. Lake Buffer: The Project has been approved by the City Commission to allow a modified 30' lake buffer to allow for construction of a boardwalk, hardscape and patio.
- c. Landscape Islands: The Project has been approved by the City Commission to allow for a reduction of the landscape islands from 12' wide to 7.5' wide and to allow "diamond" islands.
- d. Parking Spaces: The Project has been approved by the City Commission to allow up to 13 parking spaces in a row without islands.
- e. Façade Landscaping: The Project has been approved by the City Commission to allow the landscaping to be moved from the building facades to the perimeter.
- f. VUA Landscaping: The Project has been approved by the City Commission for a reduced VUA landscaping from 7.5% to 7%.
- g. Dock/Boardwalk/Motorized Vessels: The Project has been approved by the City Commission to increase the allowable Dock/Boardwalk from 600 square feet to 1,200 square feet over water. No motorized vessels are permitted on the lake from the Subject Property.
- h. No Boat Ramp: The Project has been approved by the City Commission subject to the removal of the existing boat ramp. The Developer agrees that no boat ramp will be built in the future.
- i. Mechanical and Air Conditioning Equipment: The Project has been approved by the City Commission subject to the mechanical and air conditioning equipment being designed for and operating at a maximum of 55 decibels, as measured at the property line, at all hours of the day.
- j. Restaurant Space: The Project has been approved by the City Commission for a maximum of 3,500 square feet of restaurant space in Building C. No outdoor amplified musical entertainment is permitted after 10:00 PM.
- k. Trees: The Project has been approved by the City Commission subject to the preservation of the existing oak trees along the northern property line.
- l. Fence: The Project has been approved by the City Commission subject to the installation of a solid vinyl security fence along the north property line, including a radius fence to be installed beyond the end of the seawall.

4. Each party to the Agreement represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to

authorize this Agreement have been taken, obtained or followed, as the case may be, and upon the execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

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

6. This Agreement may only be amended or terminated by a written agreement executed by all parties hereto or by their successors in interests.

7. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City, Developer and their respective successors in interests, and the terms and conditions shall be binding upon and inure to the benefit of the Subject Property, and shall run with title to the same.

8. This Agreement will be recorded by the City, at the City's expense, among the Public Records of Orange County, Florida. Notwithstanding the foregoing, the same shall not constitute any lien on title to the Subject Property and shall instead constitute record notice of government regulations which may regulate the use and enjoyment of the Subject Property. The City shall, upon written request by Developer, provide written confirmation of the status of this Agreement and performance or non-performance of obligations hereunder as may be reasonably requested by Developer or any lender with respect to the Subject Property.

9. If any provisions of this Agreement are held to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect.

10. Term. This Agreement has a term of fifty (50) years.

11. Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

12. Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit application or request subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirements, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy or permits for the Property if Developer is in breach of any term and condition of this Agreement.

13. Termination. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence construction of the Project within three (3) years of the effective date of this Agreement. If the City terminates this Agreement, the City shall record a notice of termination in the public records of Orange County, Florida.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

(Signatures on following pages)

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK, FLORIDA, a Florida municipal corporation

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

By: \_\_\_\_\_  
Name: Kenneth W. Bradley, Mayor

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

ATTEST:  
By: \_\_\_\_\_  
Cynthia S. Bonham, City Clerk

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Kenneth W. Bradley, Mayor of the CITY OF WINTER PARK, FLORIDA, a municipal corporation, on behalf of the corporation. He (She) ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

LAKESIDE WINTER PARK, LLC, a Florida  
limited liability corporation

By: RILEY 1, LLC, a Florida limited liability  
company, Manager

By: CW FAMILY, LLLP, a Florida limited  
partnership, Manager

By: CW FAMILY, LLC, a Florida limited  
liability company, General Partner

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_. He (She) ☐ is personally known to me or ☐  
has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)



**Exhibit "A"**

**LEGAL DESCRIPTION:**

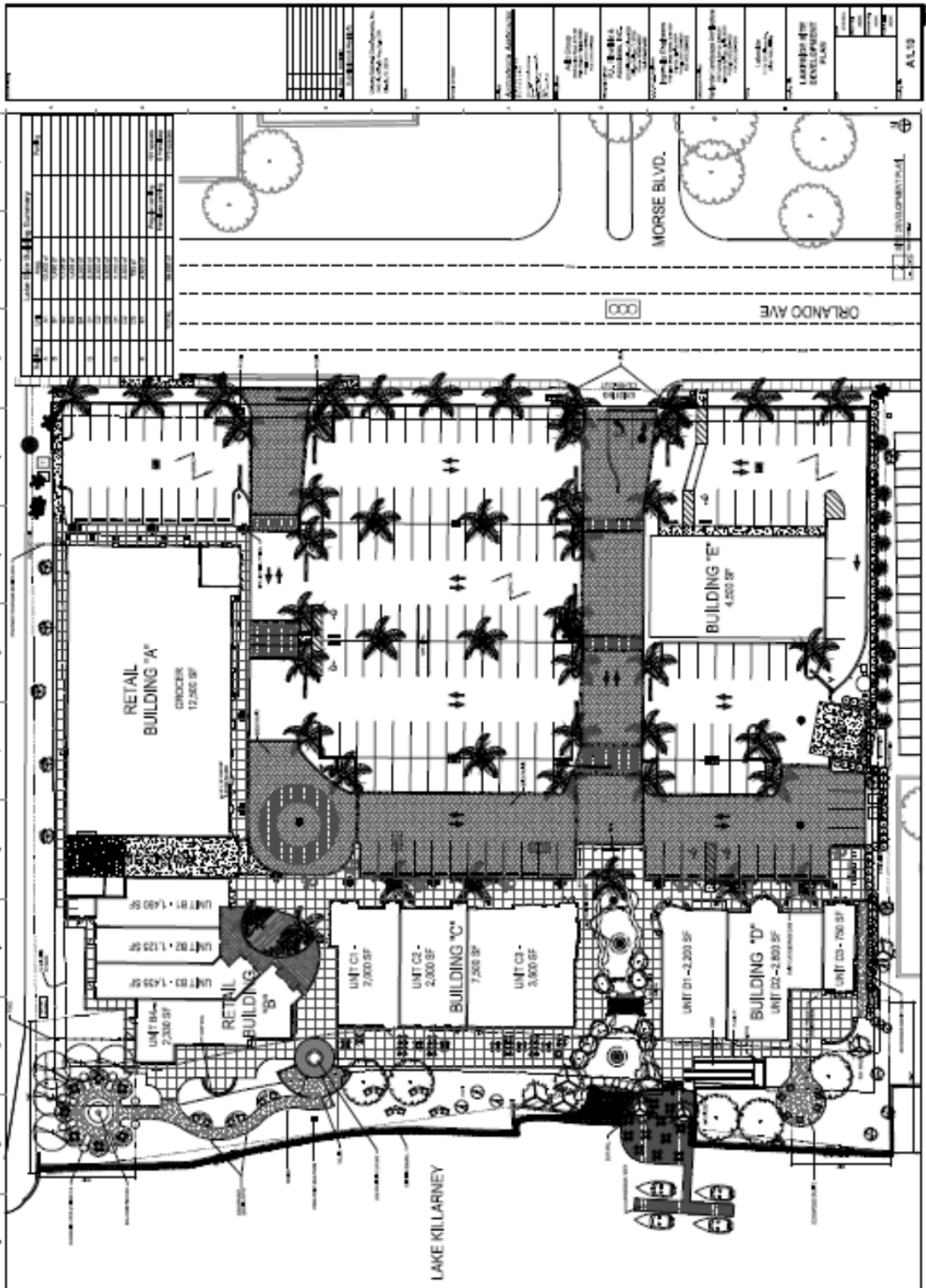
**PARCEL 1:**

THE SOUTH TWO HUNDRED FORTY (240) FEET OF LOT 1, E.B. MENNSEN'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "G", PAGE 143, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THE SAME BEING A RESUBDIVISION OF LOTS 8 TO 14, INCLUSIVE OF BLOCK "C", AND ALL OF BLOCK "D", OF L.A. CHASE'S ADDITION TO WINTER PARK, WHICH SUBDIVISION WAS FILED IN PLAT BOOK A, PAGE 73 , PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LESS THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED BY VERNON D. HUNTER AND CAROLYN NUNN HUNTER, HIS WIFE, TO THE STATE OF FLORIDA BY DEED DATED JANUARY 24, 1940, FILED IN DEED BOOK 543, PAGE 183, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID PROPERTY BEING DESCRIBED AS FOLLOWS: A STRIP OR PARCEL OF LAND OFF OF THE EAST SIDE OF THE ABOVE DESCRIBED LOT, ONE (1) FOOT WIDE AT THE NORTH END AND FIVE (5) FEET WIDE AT THE SOUTH END, OR ALL OF THAT PART OF SAID LOT WHICH LIES WITHIN THIRTY (30) FEET OF THE CENTERLINE OF PROJECT 167-E, STATE ROAD 3, AS SHOWN BY MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ORANGE COUNTY, FLORIDA; AND LESS LAND TAKEN FOR WIDENING OF U.S. HIGHWAY 17-92.

**PARCEL 2:**

LOTS 2 AND 3, E.B. MENNSEN'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK "G", PAGE 143, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE EAST 10.00 FEET FOR ROAD.

Exhibit "B"



**REQUEST OF LAKESIDE WINTER PARK LLC FOR:** FINAL CONDITIONAL USE APPROVAL FOR APPROXIMATELY 36,000 SQUARE FEET OF RETAIL, RESTAURANT AND OFFICE SPACE ON THE PROPERTIES AT 111 AND 131 NORTH ORLANDO AVENUE, ZONED C-3.

Lakeside Winter Park LLC (Unicorp USA) is requesting "final" conditional use approval for their project pursuant to the "preliminary" conditional use approved by the Planning Board on February 5, 2013 and by the City Commission on February 25, 2013, on the properties at 111 & 131 N. Orlando Avenue. Mr. Briggs detailed the City Commission approval of the "preliminary" conditional use with same conditions as recommended by P&Z. He said that per city code, the public hearings advertised for the conditional use review and approval in February were for the "preliminary" CU approval per code. The "final" CU approval per code is the action to review compliance with the conditions of approval and to review the final civil, landscaping, drainage and lighting details. He discussed the "final" conditional use provides four new plan details for review:

1. Landscape Plan – the specific landscape plan for the project is attached. There were variances granted at the "preliminary" stage for reduced landscape island size and for the number of spaces between landscape islands. Overall 18.63% of the site is pervious which exceeds the 15% minimum pervious requirement in the Code. The major landscape feature will be the 4 canary date palm trees at the entrance and the 24 other date palms throughout the parking lot. In addition, there will be added some 7 live oaks, 5 magnolias, and 7 cypress trees.
2. Storm Water Drainage Plans – the specific method of meeting the City and St. Johns River Water Management District drainage criteria is primarily via an underground ex-filtration system located in the parking lot area near Morse Blvd. Soil borings confirm that the system, as designed, will operate properly in this location. There is a maintenance requirement both to the City and St. Johns. It is quite an extensive system encompassing about 25,000 square feet and 124 chambers under about one-half acre of the 3.86 acre site. Due to the extensive nature of this system and the location required for it, the existing oak trees at the entrance could not be saved.
3. Site Lighting – The plan contains the site lighting plan and photometrics which do not produce light spillage onto the adjacent properties.
4. Civil Plan – Because the lakefront building pads are several feet lower than Orlando Avenue there is not enough 'fall' grade drop to get the sanitary sewer to flow via gravity out to the sewer collection system in Orlando Avenue. A sanitary sewer lift station then is planned and shown adjacent (on the south side) next to dumpster location. It is then adjacent to the storm water retention areas for the Hillstone restaurant.
5. Final Site Plan – Following the approval by the Lakes Board of the waterfront improvements, the plan has been revised accordingly. There is still a staff concern about the outdoor seating shown on the lakefront along the shoreline in the northern portion of the site. Obviously it is intended as a nice amenity for customers to enjoy the view of the lake but there is an inherent problem if used for dining/drinking late at night when that activity and noise will be a nuisance to the residents at the Lake Killarney Condo. The Development Agreement needs to address that intended use.

Mr. Briggs briefly touched upon the Development Agreement. He said that there needs to be a Development Agreement prepared and executed (following approval by the City Attorney) to incorporate the approvals granted, the variances permitted, the conditions of approval and enforcement methods for those conditions as outlined. Staff recommendation is for approval of the "final" conditional use pursuant to the condition that a Development Agreement be executed (following approval by the City Attorney) to incorporate the approvals granted, the variances permitted, the conditions of approval and enforcement methods for those conditions as outlined. Mr. Briggs responded to Board member questions and concerns.

Chuck Woodall represented Unicorp National Development. He indicated his agreement with the details of the staff report. He said that another restaurant will locate in the area once proposed for Ruth Chris'. He said that it is a lunch/dinner restaurant and it is within previous which does not require any variances. He confirmed that Trader Joes is part of the development. He reviewed the current elevations and requested



that paddle boarding be allowed. He said that they are no longer requesting motorized vehicles on the lake. Mr. Woodall responded to Board member questions and concerns.

Sara Whitaker, 151 North Orlando Avenue, stated that she is a member of the Lake Killarney Board. She submitted a petition signed by the residents of the Lake Killarney condos for a solid wall as opposed to a vinyl fence along the shared boundary. She noted that the reason for requesting the wall is to provide a sound barrier as well as a security measure. She said that they would also like to participate in the noise study.

Bee Epley, 151 North Killarney Avenue, a member of the Lake Killarney Board, reiterated the need for the decibel study. She requested that it be conducted in three areas; the street (17/92), the middle portion and down by the lake. She stated that the Board is asking that the applicant be required to provide documentation of the study and again requested that Lake Killarney residents be a part of the study.

Kim Henry, 151 North Orlando Avenue, #105, expressed agreement with the statements made by Ms. Whitaker and Ms. Epley. She spoke concerning security.

Mr. Woodall was allowed to readdress the Board. He spoke to concerns raised regarding the construction of the wall versus fencing. He said that fencing would be better suited for the area because it creates a better sound barrier and provides better security. He noted that if the wall were erected that would destroy oak trees that exist along the perimeter. He stated that the residents would not be able to see the mechanical equipment if they are standing out on their balconies because of parapet screening. The decibel study will not be completed until the buildings have been completed, but the buildings are being designed at the agreed upon level. The public hearing was closed.

Mr. Weldon expressed that he understands the concerns of the residents, but feels that it is up to the developer and residents to come to an agreement on the stated concerns.

**Motion made by Tom Sacha, seconded by Bob Hahn to grant final conditional use approval pursuant to an executed Development Agreement that has been approved by the City attorney that incorporates the approvals granted, the variances permitted, and the conditions of approval and enforcement methods for those conditions as outlined. In addition, the applicant has agreed to include in the City Commission packet colored diagrams that show the rear elevations of the Trader Joe's building. In addition, the applicant is to provide a "hard example" of the type of fencing that is to be used on the northern border of the property that abuts the Lake Killarney Condominiums. Motion carried unanimously with a 5-0 vote. (James Johnston and Randall Slocum abstained.)**

---



# city commission **public hearing**

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

**Subject: Ordinance renaming Loch Lomond Drive, north of Mizell Avenue.**

The City received a request from Dr. Bruce Breit and Winter Park Hospital to look at resolving the issue of providing a remedy for the two disjointed sections of Loch Lomond Drive. The staff agrees this is a very good idea.

The easiest solution is to change the name of Loch Lomond Drive to Edinburgh Drive for that section north of Mizell Avenue. The properties in that section will be North Edinburgh Drive and over time the buildings on Edinburgh Drive, south of Mizell will evolve to South Edinburgh.

An ordinance adopted by the City Commission is needed to accomplish this.

**Staff Recommendation:**

Public Works, Police and Fire agree that the street name should change to remedy this confusion.

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, RENAMING THAT PORTION OF LOCH LOMOND DRIVE BETWEEN GLENWOOD DRIVE AND MIZELL AVENUE AS NORTH EDINBURGH DRIVE AND RENAMING THAT SECTION OF EDINBURGH DRIVE BETWEEN MIZELL AVENUE AND DUNDEE DRIVE AS SOUTH EDINBURGH DRIVE.**

**WHEREAS**, there presently exists confusion for public safety response and others regarding the two separate and disjointed portions of Loch Lomond Drive; and

**WHEREAS**, there also presently exists confusion for public safety response and others regarding the two separate and disjointed portions of Edinburgh Drive; and

**WHEREAS**, the Winter Park City Commission seeks to resolve and remedy this addressing confusion in order to promote better public safety response and aid others as well.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Winter Park, Florida:

**SECTION 1.** That the portion of Loch Lomond Drive between Glenwood Drive and Mizell Avenue is hereby renamed as North Edinburgh Drive.

**SECTION 2.** That the portion of Edinburgh Drive between Mizell Avenue and Dundee Drive is hereby renamed as South Edinburgh Drive.

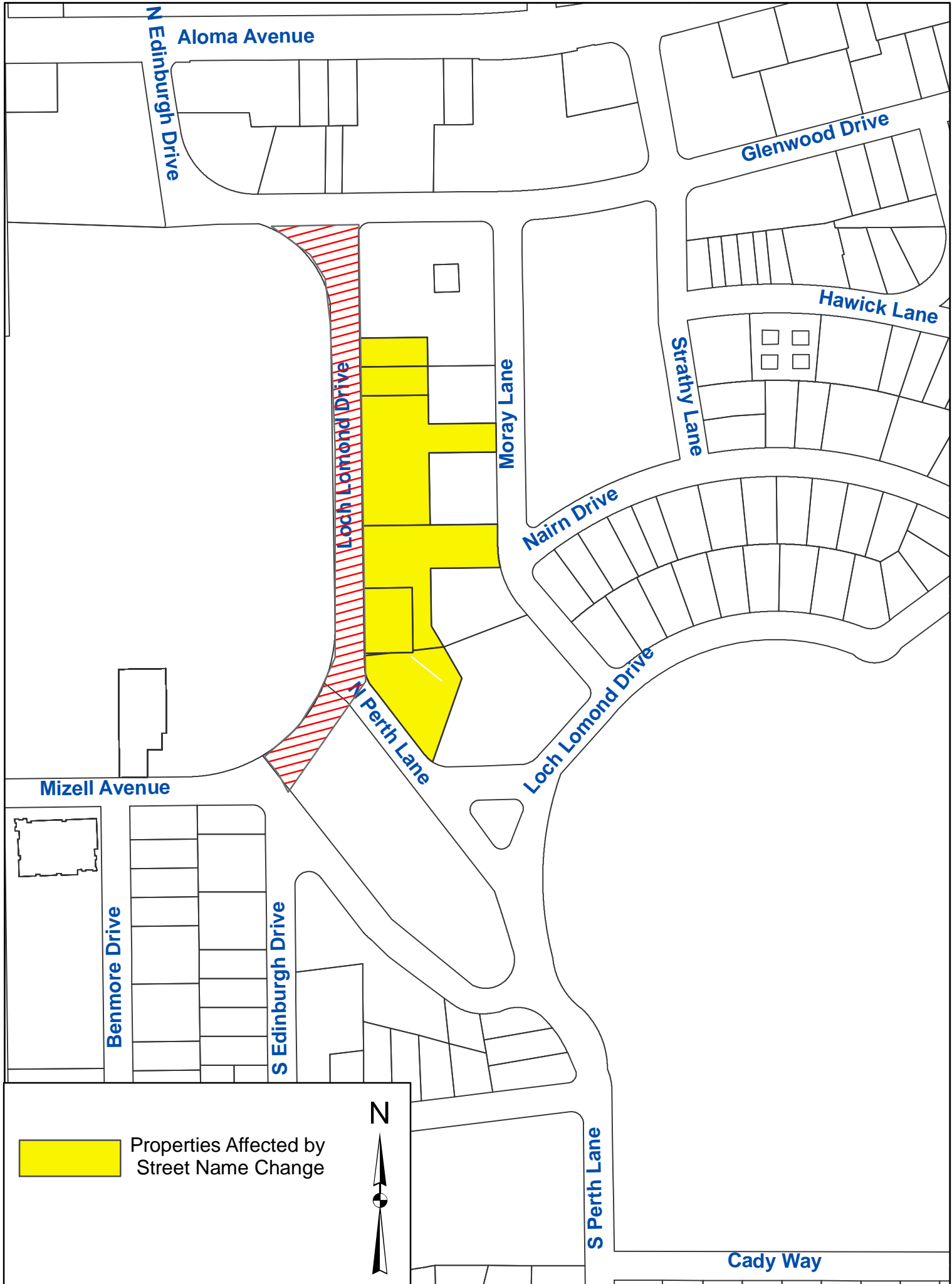
**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

\_\_\_\_\_  
City Clerk Cynthia S. Bonham





N Edinburgh Drive

Aloma Avenue

Glenwood Drive

Hawick Lane

Strathy Lane

Nairn Drive

Loch Lomond Drive

S Perth Lane

Cady Way

Moray Lane

Loch Lomond Drive

N Perth Lane

Mizell Avenue

Benmore Drive

S Edinburgh Drive



Properties Affected by  
Street Name Change





# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	4-1 final vote

## Subject: **Second Reading** - Ordinance to Establish Hours of Operation for Massage Therapy Businesses.

This agenda item proposes amending the commercial and office zoning rules to establish hours of operation for state license massage therapy businesses. The city staff is proposing to establish hours of operation for these massage therapy businesses from 7:00 am until 10:00 pm. generally with some exceptions. This proposed ordinance would also prohibit using any massage therapy business as a residential occupancy which is in effect, how they can operate when they are open 24 hours a day.

The Ordinance was adopted at first reading on June 10, 2013.

### Planning and Zoning Board Recommendation:

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to amend Article III, "Zoning" so as to establish hours of operation for state licensed massage therapy businesses and to prohibit residential use of commercial and office tenant space. Motion carried 4-1. Mr. Weldon voted in opposition to the motion.**

### Summary:

Most all of the commercial areas of the City are very close to residential properties. If you look at the Fairbanks, Orlando, Orange Avenues and Lee Road corridors, you see residential properties within 100-150 feet (typically behind) the commercial properties. The City has some late night businesses (restaurants) but virtually no other 24 hour businesses except for an occasional gas station or pharmacy.

This ordinance is in part in response to complaints about all night activity and noise at 24 hour massage spas. One major purpose of zoning laws is to protect the peaceful enjoyment of residential properties and also to protect property values. The ordinance also addresses property values in response to complaints from owners of other commercial properties that the character and property values along the major commercial roads in the City is diminished if characterized by all night/flashing "24 hour massage" signs.

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA; AMENDING CHAPTER 58 “LAND DEVELOPMENT REGULATIONS”, ARTICLE III “ZONING”, SECTION 58-84 “GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS” SO AS TO FURTHER REGULATE MASSAGE THERAPY BUSINESSES CONDUCTED OR LOCATED IN THE CITY OF WINTER PARK, AND TO PROHIBIT RESIDENTIAL USE OF SUCH COMMERCIAL AND OFFICE SPACE HELD OUT AS A MASSAGE THERAPY BUSINESS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**RECITALS AND LEGISLATIVE FINDINGS**

**WHEREAS**, Section 480.052, Florida Statutes, expressly allows a municipality to regulate persons and establishments licensed as massage therapists, so long as such regulation does not exceed the powers of the State of Florida under Chapter 480, Florida Statutes, (which relates to the regulation of massage therapists and massage therapy establishments); and

**WHEREAS**, Section 480.052, Florida Statutes, expressly provides that the Florida laws regulating massage therapy and massage therapists (found in Chapter 480, Florida Statutes and in the implementing regulations found, in relevant part, in Chapter 64B7-26 and 64B7-30, Florida Administrative Code) shall not be construed to prohibit a municipality from regulating persons or establishments not licensed pursuant to Chapter 480, Florida Statutes; and

**WHEREAS**, the Florida courts have held that a city, under its general police power may regulate occupations or businesses, which by their nature, location or the manner in which they are conducted, if conducted without restriction, are or may be materially injurious to public health, morals, comfort, prosperity or convenience, or otherwise detrimental to the general welfare (see, e.g., *Rotenberg v. City of Ft. Pierce*, 202 So.2d 782 (Fla. 4<sup>th</sup> DCA 1967) (Regarding the regulation by the City of Ft. Pierce of junkyards); *City of Miami Beach v. Austin Burke, Inc.*, 185 So.2d 720 (Fla. 3d DCA 1966) (Allowing for the regulation of liquidation and distressed goods sales and special licensing thereof as a means of protection of the buying public from false or misleading advertising and deception)); and

**WHEREAS**, the Florida Attorney General presented a report to the Florida House Criminal Justice Subcommittee on January 16, 2013, in connection with then proposed legislation concerning “massage establishments”; and

**WHEREAS**, the summary analysis of the House of Representatives Staff for PCBCRJS 13-01 regarding massage establishments is presented of record and is incorporated into these legislative findings by the City Commission of the City of Winter Park; and



**WHEREAS**, the City Commission of the City of Winter Park adopts and incorporates by reference the findings reported by the House of Representatives Staff Analysis in its report on Bill CS/CS/CS/HB 7005 regarding massage establishments and the articles reported in the media incorporated in that Staff Analysis; and

**WHEREAS**, the staff analysis supporting the regulation of massage establishments states that the majority of massage establishments engage in the legitimate practice but “some [massage establishments] have been recognized as sites where illegal activity, such as human trafficking occurs.”; and

**WHEREAS**, in October, 2010, the Center for the Advancement of Human Rights at Florida State University provided the Florida Task Force on Human Trafficking a “statewide strategic plan on human trafficking”, and in that plan it was found that Florida is the third most popular American destination for human traffickers and that sex trafficking is the most underreported offense; and

**WHEREAS**, the strategic plan resulting from the Florida Task Force on Human Trafficking stated that massage establishments are recognized as sites where human trafficking occurs; and

**WHEREAS**, the strategic plan is available and may be viewed at [http://www.cahr.fsu.edu/sub\\_category/Florida\\_StrategicPlanonHumanTrafficking.html](http://www.cahr.fsu.edu/sub_category/Florida_StrategicPlanonHumanTrafficking.html) (which the attorney for the City Commission of the City of Winter Park last visited to verify availability on June 4, 2013); and

**WHEREAS**, the City Commission has been made aware of reports from law enforcement and published in the media, concerning the adverse secondary effects associated with unregulated and unlicensed massage businesses; and

**WHEREAS**, the City Commission finds that unregulated massage businesses, particularly those which operate during early morning or late night hours carry a substantial risk of adverse secondary effects such as diminished property values, crime (including prostitution), and contribute to the exploitation and trafficking of human beings for illicit purposes; and

**WHEREAS**, pursuant to Section 480.052, Florida Statutes, state law does not preempt local regulation of massage practices; and

**WHEREAS**, the City Commission desires to provide further standards for the operation of massage therapy businesses; and

**WHEREAS**, the zoning text amendment provided herein regulates in a permissible manner massage businesses, and is intended to promote and regulate lawful and legitimate massage therapy businesses in the City of Winter Park, and to prohibit

massage therapy and massage businesses that are not licensed by the state pursuant to Chapter 480, Florida Statutes; and

**WHEREAS**, the regulations herein are consistent with the City's Comprehensive Plan; and

**WHEREAS**, the zoning text changes provided herein will promote and protect property values, and the zoning meets the criteria established by Chapter 166, Florida Statutes; and

**WHEREAS**, 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 recommended this regulation at its meeting held on May 7, 2013; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning changes set forth hereunder and considered the findings and advice of staff, citizens, and all other interested parties who submitted written and oral comments; and

**WHEREAS**, the City Commission of the City of Winter Park considered statements received from staff, citizens and other interested parties who submitted comments, and further considered supporting data and analyses concerning adverse secondary effects of illegitimate massage business; and

**WHEREAS**, the City Commission recognizes that legitimate and licensed therapeutic massage is a legitimate and valuable service; and

**WHEREAS**, the City Commission of the City of Winter Park hereby finds that sufficient, competent and substantial evidence support the zoning regulations established by this Ordinance; and

**WHEREAS**, the City Commission hereby finds that this Ordinance serves a legitimate government purpose, is within its police and regulatory power, and is in the best interest of the public health, safety and welfare of the residents of Winter Park, Florida.

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

**Section 1. Incorporation of Recitals as Legislative Findings.** The recitals are incorporated herein and are made fully a part of this Ordinance as the Legislative findings of the Commission in support of this Ordinance.

**Section 2. Amendment of Chapter 58.** Chapter 58, “Land Development Code”, Article III “Zoning”, Section 58-84 “General Provisions for Non-Residential Zoning Districts”, is hereby amended and modified by adding a new subsection (DD) to read as follows:

“Section 58-84 General Provisions for Non-Residential Zoning Districts.

(DD) Massage Therapy Businesses. A massage therapy business is one in which state licensed massage therapists provide therapeutic massage services. The City adopts the definition of “massage” in Section 480.033(3), Florida Statutes, meaning:

“The manipulation of the soft tissues of the human body with the hand, foot, arm, or elbow, whether or not such manipulation is aided by hydrotherapy, including colonic irrigation, or thermal therapy; any electrical or mechanical device; or the application to the human body of a chemical or herbal preparation.” A “massage therapist” shall mean a person licensed by the State of Florida pursuant to Chapter 480, Florida Statutes, who administers massage for compensation.

Unless expressly exempted, no person may provide massage as part of any business or for any consideration or remuneration at any location in the City of Winter Park unless the business is located in an area zoned for massage therapy.

A permitted massage therapy business shall meet all of the following requirements:

1. The massage therapy business (or establishment) shall be licensed and meet all of the requirements set out in Florida law, including the requirements in Chapter 480, Florida Statutes, and Chapters 64B7-26 and 64B7-30, Florida Administrative Code.
2. All persons in the massage therapy business or establishment who offer to provide or provide massage as defined in this Section and in Section 480.033, Florida Statutes, shall be licensed by the State of Florida and the license shall be in good standing. Each licensed massage therapist shall be in compliance with all requirements of Florida law, including those statutes and administrative rules referenced in this Section.



3. The massage therapy business may only operate inside the City of Winter Park in a permitted non-residential zoning district, and the hours of operation shall be only between the hours of 7:00 a.m. through 10:00 p.m. Notwithstanding, this subsection limiting the hours of operation does not apply to a massage business, subject to the exceptions set forth in paragraph (4) of this section.

4. The hours of operation set forth in paragraph (3) of this section do not apply to any of the following:

- a. A massage therapy business Llocated on the premises of a healthcare facility as defined in Section 408.07, Florida Statutes.
- b. A health care clinic as defined in Section 400.9905(4), Florida Statutes.
- c. A hotel, motel or bed and breakfast inn, as those terms are defined in Section 509.242, Florida Statutes.
- d. A timeshare property as defined in Section 721.05, Florida Statutes.
- e. A private residence.
- f. Where the massage is performed by a licensed massage therapist acting under the prescription of a physician or physician assistant licensed under Chapter 458, Florida Statutes; an osteopathic physician or physician assistant licensed under Chapter 459, Florida Statutes; a chiropractic physician licensed under Chapter 460, Florida Statutes; a podiatric physician licensed under Chapter 461, Florida Statutes; an advanced registered nurse practitioner licensed under Part I of Chapter 464, Florida Statutes; or a dentist licensed under Chapter 466, Florida Statutes.
- g. A The massage is provided by a licensed massage therapist during a special event wherein the City has approved the operation during the special event.

4. No massage establishment or business may be used as a place of residence for any person. Residential services within the premises of a massage therapy business, such as sleeping, cooking or other facilities, are strictly prohibited except to the extent that bathroom facilities are required in order to maintain state licensure

under the requirements of Chapter 480, Florida Statutes, and Chapters 64B7-26 and 64B7-30, Florida Administrative Code. It shall not be a violation for a massage therapy business to have and use appliances that are lawfully and regularly made a part of a legitimate massage therapy business and which are not used in any manner that would violate any provision in Chapter 480, Florida Statutes and Chapters 64B7-26 and 64B7-30, Florida Administrative Code, including all prohibitions against sexual misconduct that may be grounds for disciplinary action under Florida law.

5. A person violating the provisions of this Section commits a violation of the City of Winter Park's Municipal Code and commits a misdemeanor of the second degree. A violation of the provisions of this section may also result in the revocation or suspension of the violator's business tax receipt, as provided in Section 94-41 of the City of Winter Park's Municipal Code.

6. The requirements of this section do not apply where the massage is performed by a licensed massage therapist acting under the prescription of a physician or physician assistant licensed under Chapter 458, Florida Statutes; an osteopathic physician or physician assistant licensed under Chapter 459, Florida Statutes; a chiropractic physician licensed under Chapter 460, Florida Statutes; a podiatric physician licensed under Chapter 461, Florida Statutes; an advanced registered nurse practitioner licensed under Part I of Chapter 464, Florida Statutes; or a dentist licensed under Chapter 466, Florida Statutes.

7. Any premises in which massage is offered or performed by persons unlicensed by the State of Florida or otherwise in violation of the provisions of Chapter 480, Florida Statutes, and Chapters 64B7-26 and 64B7-30, Florida Administrative Code, for which discipline may be imposed by the State of Florida, shall be in violation of the City of Winter Park's Municipal Code of Ordinances and such activity may be declared a nuisance and may be abated and enjoined as provided in Section 823.05, Florida Statutes, as a public nuisance.

**Section 3. Amendment of Chapter 62.** Chapter 62, is hereby amended and modified by adding a new subsection 62-123 to read as follows:

“Section 62-123. Massage Practices in Violation of Section 58-84.

The owner, operator or person in control of any premises in the City of Winter Park in which massage is offered or provided in

violation of either Florida law (Chapter 480, Florida Statutes and Chapters 64B7-26 and 64B7-30, Florida Administrative Code) or in violation of Section 58-84 of this Code, shall be liable for a violation of this Code in accordance with the provisions in Section 1-7, and shall commit a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes. A person who is unlicensed as a massage therapist by the State of Florida or, notwithstanding the possession of such a license, violates a provision of Chapter 480 or Chapters 64B7-26 or 64B7-30, Florida Administrative Code which would subject the individual to discipline by the State of Florida for a violation of the requirements of the license, or who violates any provision in Section 58-84 of the Code, shall be liable for a Code violation in accordance with Section 1-7 of this Code and shall commit a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes.”

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid, unlawful or unconstitutional by any court, whether for substantive, procedural, facial or other reasons, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 5. Conflicts.** All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**Section 6. Codification.** Section 58-84, Chapter 58, and Section 62-123, Chapter 62, that amend the City Code shall be codified in the City Code as specified therein. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made.

**Section 7. Effective Date Of Ordinance.** This Ordinance shall become effective immediately upon its passage and adoption by the City Commission of the City of Winter Park, Florida.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the \_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor Kenneth W. Bradley

ATTEST:



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Cindy Bonham, City Clerk

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_



# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Cindy Bonham City Clerk	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		final vote

## subject

Election Qualification and City Clerk's Certification – SECOND READING

## motion | recommendation

Motion to adopt the ordinance.

## summary

This ordinance further clarifies Chapter 42, Elections. City Clerk Bonham has worked with City Attorney Katie Reischmann and agrees with the content of this ordinance. The redline ordinance reflects the changes made from the April 8, 2013 meeting regarding the qualification deadline and qualification period. It also addresses the written notice of candidacy as required in our City Charter (Section 3 (d)).

## board comments

N/A

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

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA, AMENDING SECTION 42-1, DEFINITIONS,  
AND 42-7, QUALIFICATION OF CANDIDATES AND  
CLERK'S CERTIFICATION, OF CHAPTER 42,  
ELECTIONS, TO ADD DEFINITIONS FOR  
"QUALIFICATION DEADLINE", "QUALIFICATION  
DOCUMENTS", AND "QUALIFICATION PERIOD", AND  
TO CLARIFY QUALIFICATION REQUIREMENTS;  
PROVIDING FOR SEVERABILITY, CODIFICATION,  
CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, fundamental to our system of government is the principle that the right to be a candidate for public office is a valuable one and no one should be denied this right unless the Constitution or an applicable valid law expressly provides that the person is ineligible; and

**WHEREAS**, the Florida Supreme Court has ruled that the people should have the opportunity to select their public officers from a multiple choice of candidates, and widening the field of candidates is the rule, not the exception, in Florida; and

**WHEREAS**, unreasonable or unnecessary restraints on the election process are prohibited; and

**WHEREAS**, courts have held that qualification procedures must serve reasonable or legitimate state interests to protect the integrity of the election process and the purity of the ballot; and

**WHEREAS**, the City Commission desires to ensure all candidates are fully apprised of requirements and deadlines for qualifying for the office of City Commissioner, in order to promote participation by as many qualified candidates as possible; and

**WHEREAS**, Section 3.02 of the Charter of the City of Winter Park provides that the means and methods for qualification of candidates for election to the City Commission and for the Office of Mayor will be prescribed by the Commission by ordinance; and

**WHEREAS**, the City Commission has studied the question and finds that it is desirable to further clarify the Elections Section of Chapter 42 of the Municipal Code of Ordinances, to make the qualification process even more accessible; and

**WHEREAS**, words with blue text shall constitute additions to the original text and red strike through text 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 ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK AS FOLLOWS:**

**Section 1.** Recitals. The foregoing recitals are hereby adopted and confirmed.

**Section 2.** Section 42-1, Definitions, of Chapter 42, Elections, is hereby amended by adding definitions entitled “Qualification Deadline”, “Qualification Documents”, and “Qualification Period” as follows:

\* \* \*

*Qualification Deadline* means no later than noon of the 35<sup>th</sup> day prior to the date of the primary election or special primary election date in the year of such election. If the 35<sup>th</sup> day prior to the date of the primary election or special primary election date is a legal holiday as defined by the City, or under the law of the State of Florida, then the Qualification Deadline shall mean no later than noon of the first business day immediately preceding ~~following~~ the 35<sup>th</sup> day prior to the date of the primary election or special primary election date in the year of such election. The noon Qualification Deadline shall be treated as a jurisdictional deadline, which means that all Qualification Documents and matters required in order to qualify for office shall be properly completed and filed with the City Clerk by such deadline without exception. The jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the City Clerk before the Qualification Deadline, are incorporated by reference each time the term “Qualification Deadline” is used in this Chapter.

*Qualification Documents* means all documents required by the Florida Election Code, Chapters 97 through 106, and this Chapter.

*Qualification Period* means that period that is between noon of the business day that is five (5) business days immediately preceding the Qualification Deadline and the Qualification Deadline. In each year of an election, the City Clerk shall determine the Qualification Deadline and will begin the Qualification Period such that candidates shall have five (5) business days, beginning at noon on the first business day of the Qualification Period, in which to qualify. ~~42<sup>nd</sup> day prior to the date of the primary election or special primary election and noon of the 35th day prior to the date of the primary election or special primary election date in the year of such election. In the event the first day of qualifying falls on a legal holiday as defined by the City, or under the law of the State of Florida, then the first day of qualifying will begin on the next subsequent business day following that 42<sup>nd</sup> day. If the first day of qualifying is advanced one day, the Qualifying Period will be adjusted by likewise extending the Qualification Deadline for one day.~~ The beginning and ending times and dates of the Qualification Period shall be treated as jurisdictional, which means that all Qualification Documents and matters required in order to qualify for office must be properly completed and filed with the City

Clerk by the Qualification Deadline, as that term is defined in this section. The jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the City Clerk before the Qualification Deadline, are incorporated by reference each time the term “Qualification Period” is used in this Section.

\* \* \*

**Section 3.** Section 42-7, Qualification of candidates and Clerk’s certification, of Chapter 42, Elections, is hereby amended to read as follows:

- (a) In order for the name of any candidate to be printed on the ballot of any election, such candidate must ~~do the following:~~

(1)

~~File with the city clerk, during the Qualification Period, which is no later than noon of the 35th day and no earlier than noon of the 42nd day prior to the date of the primary election or special primary election date in the year of such election, completed an application~~ Qualification Documents, in order to have his or her name printed on the ballot. This requirement may be changed by resolution of the city commission for special elections. ~~In the event that the last day of the period prescribed herein falls on a weekend or a city holiday, the period will be extended to noon of the next subsequent work day.~~ The Qualification Documents must include all documents required to be filed under the election code, Chapters 97 to 106, of the Florida Statutes, and those required by the City, including, but not limited to, the following:

1. Form DS-DE9, Appointment of Campaign Treasurer and Designation of Campaign Depository. This form must be on file with the City Clerk before the candidate opens the campaign account;
2. Form DS-DE84, Statement of Candidate;
3. Petitions signed by not less than 25 registered voters of the city;

~~(2) Have such application endorsed by not less than 25 registered voters of the city; and~~

~~(3) Swear to and subscribe to the following oath of affirmation:~~

4. Form DS-DE25, Candidate Oath – Nonpartisan Office;
5. City of Winter Park candidate oath:

State of Florida

County of Orange

Before me, an officer authorized to administer oaths, personally appeared \_\_\_\_\_ to me well known, who, being sworn, says that he/she is a candidate for the office of \_\_\_\_\_; that he/she is a qualified elector of the City of Winter Park, Orange County, Florida; ~~that he/she is qualified under the constitution and the laws of Florida to hold the office to which he desires to be nominated or elected; that he has taken the oath required by F.S. §§ 876.05—876.10;~~ that he/she has not violated any of the laws of the state relating to elections or the registration of electors; ~~that he has qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with that of the office he seeks; that he has resigned from any office from which he is required to resign pursuant to F.S. § 99.012; and that he has submitted a sworn statement of contributions and expenditures, if any, incurred prior to the time of qualifying and since the last preceding general election.~~

	_____ (Signature of candidate)
	_____ (Address)
Sworn to and subscribed before me this _____ day of _____, 19_____, at Orange County, Florida.	
-	_____ (Signature and title of officer administering oath)

(4)

6. ~~File with the city clerk a~~ A financial disclosure statement as provided for in F.S. § 112.311 et seq., as amended from time to time; and

7. The election assessment required by F.S. § 99.093, as amended from time to time, drawn upon the candidate's campaign account.

- (b) It shall be the duty of the candidate to comply with the provisions of this section. The city clerk shall, nevertheless, endeavor to notify each candidate in writing not more than five working days and not less than two working days after the requisite Qualification Documents have ~~application has~~ been filed, of any facial and obvious defect or deficiency in the Qualification Documents ~~application~~.



Corrections or additions may be made any time prior to the ~~close of the~~ Qualification Deadline ~~term~~, but not thereafter. The City Clerk has no duty to notify candidates of deficiencies in Qualification Documents that are filed less than two (2) working days before the Qualification Deadline, or of defects that are not facial and obvious. It is of paramount importance that each person seeking to qualify for placement on the ballot understands their responsibility to file proper Qualification Documents, regardless of whether or not the City Clerk points out deficiencies in a timely or accurate manner. In all cases, a defect or deficiency in the Qualification Documents may be grounds for disqualification in accordance with Florida law regardless of whether the City Clerk has timely pointed out such defect or deficiency.

- (c) The City Clerk is authorized to enforce the Qualification Deadline, and all filing requirements set forth in this section, under state law, and pertinent Florida Division of Elections opinions. There will be no exceptions to the requirement that all matters be properly completed and filed during the Qualification Period and before the Qualification Deadline, in order for all interested citizens to have an equal and fair opportunity to qualify to have their names placed on the ballot.

- (d) The timely filing by or on behalf of a candidate of the Qualification Documents shall constitute written notice of candidacy as required by Section 3.02 of the Charter of the City of Winter Park.

**Section 4.** Incorporation Into Code. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

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

**Section 6.** Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

**Section 7.** Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, held at City Hall, Winter Park, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor Kenneth Bradley

Attest:

\_\_\_\_\_  
Cynthia Bonham, City Clerk

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# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Clarissa Howard Communications Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	n/a	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote

## subject

Adoption of City seal by Ordinance – SECOND READING

## motion | recommendation

To adopt the ordinance on second reading

## summary

The city's official seal was adopted by vote of the City Commission on May 10, 2004.

Section 165.043, Florida Statutes, provides that the governing body of a city may by ordinance designate an official municipal seal. This ordinance would provide the protection that the municipal seal will not be used except as authorized by the City and if used, without expressed approval, would qualify as a second degree misdemeanor.

The seal is currently copyrighted and under advisement of the City Attorney, this ordinance would further protect the seal from unauthorized use.

## board comments

n/a



**Ordinance #**

**AN ORDINANCE OF THE CITY OF WINTER PARK  
ADOPTING THE CITY SEAL IN THE MANNER  
REQUIRED BY STATUTE, RETROACTIVE TO THE  
FORMAL ADOPTION OF THE SEAL BY THE CITY  
COMMISSION OF THE CITY OF WINTER PARK  
ON MAY 10, 2004, PROVIDING FOR  
CODIFICATION, CONFLICTS, SEVERABILITY  
AND AN EFFECTIVE DATE.**

Whereas, on May 10, 2004, the City Commission of the City of Winter Park did adopt the municipal seal, a true copy of which is attached and incorporated as Exhibit "A" to this Ordinance; and

Whereas, Section 165.043, Florida Statutes, provides for adoption of the municipal seal by Ordinance, and further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including the fact that the unauthorized use of the seal is a second degree misdemeanor; and

Whereas, the City Commission of the City of Winter Park finds that the seal of the City is an important representation of the unique characteristics of the City of Winter Park, and that the seal should be protected as a matter of intellectual property to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal seal as the official logo or brand of the City.

**Now therefore, be it ordained by the City Commission of the City of Winter Park as follows:**

**Section 1:     Incorporation of Recitals.** The recitals to this Ordinance are incorporated herein and are fully made a part of this ordinance.

**Section 2:**     There is created as a new section in the City of Winter Park's Code of Ordinances, Section 2-4 that shall read as follows:

"Section 2-4-\_\_\_\_. Municipal Seal of the City of Winter Park. As allowed by Section 165.043 Florida Statutes, the City Commission of the City of Winter Park has adopted by Ordinance and hereby designates its official municipal seal, as shown in the official records and minutes of the City of Winter Park for the meeting of the City Commission held on \_\_\_\_\_, 2013. Exhibit "A" to Ordinance # \_\_\_\_\_ enacted at said meeting shall be the official municipal seal of the City of Winter Park. As provided by law, the manufacture, use, display or other employment of any facsimile or reproduction of the municipal seal, except by municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in Sections 775.082 or 775.083, Florida Statutes, as the same may be amended.

The City Manager, or his designee, is delegated the authority to grant permission to others to use the seal.”

**Section 3: Codification.** Section 2-4 shall be codified in the City Code as specified in Section 2 hereof. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made. Sections 2-5 through 2-25 shall continue to be reserved.

**Section 4: Conflicts.** All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

**Section 6: Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading. Additionally, to the fullest extent allowed by law, the adoption of the City seal shall be effective retroactive to the approval of the seal by the City Commission on May 10, 2004.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

\_\_\_\_\_  
Cindy Bonham, City Clerk

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Exhibit "A"







BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.

*Attorneys at Law*

---

111 N. Orange Ave., Suite 2000  
P.O. Box 2873  
Orlando, Florida 32802-2873  
Phone (407) 425-9566  
Fax (407) 425-9596

**Usher L. Brown**  
Board Certified Civil Trial Law  
Board Certified Education Law  
[ulbrown@orlandolaw.net](mailto:ulbrown@orlandolaw.net)

May 3, 2013

Clarissa Howard, Director of Communications  
Randy Knight, City Manager  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 327891

*via email & regular U.S. Mail*

Re: Seal of the City of Winter Park

Dear Clarissa and Randy:

Enclosed please find Clarissa's e-mail to me dated April 22 (which attached an excerpt of the minutes of the meeting in 2004 at which the Commission adopted the seal).

Section 165.043, Florida Statutes, provides that the governing body of a city may by ordinance designate an official municipal seal. If enacted in accordance with the requirements of the statute, then the manufacture, use, display or other employment of any facsimile or reproduction of the seal (except by officials or employees in the performance of official duties) without the express approval of the Commission is a second degree misdemeanor.

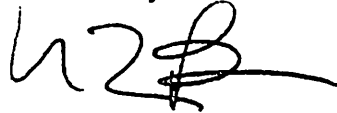
Enclosed is an Ordinance that I recommend be enacted by the City Commission to satisfy the requirements of Section 165.043 and to provide the protection that the municipal seal will not be used except as authorized by the City.

In the attached e-mail, it is stated that the City has copyrighted the seal. A copyright only protects the City from unauthorized reproduction and public performance of the seal. I also recommend state and federal registration of the trademark of the seal of the City of Winter Park to the extent that is lawfully available. I do not register trademarks in my practice and recommend an intellectual property attorney handle the registration. Ava Doppelt is a trademark attorney in Orlando, and she is a long-time resident of the City.

May 3, 2013  
Page 2

Please consider placing this Ordinance on the next available agenda with an appropriate representation of the seal to be attached as Exhibit "A". Also, let me know if I am authorized to consult with Ava Doppelt and report back her fees for registering both the state and federal trademark of the City of Winter Park.

Sincerely,

A handwritten signature in black ink, appearing to read 'U2B' with a stylized flourish extending to the right.

Usher L. Brown

ULB:tla

Enclosure

G:\docs\Cities\Winter Park\Trademark Registration - Logo\Correspondence\ltr.clarissa and randy re city seal and ordinance.wpd

**Ordinance #**

**AN ORDINANCE OF THE CITY OF WINTER PARK  
ADOPTING THE CITY SEAL IN THE MANNER  
REQUIRED BY STATUTE, RETROACTIVE TO THE  
FORMAL ADOPTION OF THE SEAL BY THE CITY  
COMMISSION OF THE CITY OF WINTER PARK ON  
MAY 10, 2004, PROVIDING FOR CODIFICATION,  
CONFLICTS, SEVERABILITY AND AN EFFECTIVE  
DATE.**

Whereas, on May 10, 2004, the City Commission of the City of Winter Park did adopt the municipal seal, a true copy of which is attached and incorporated as Exhibit "A" to this Ordinance; and

Whereas, Section 165.043, Florida Statutes, provides for adoption of the municipal seal by Ordinance, and further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including the fact that the unauthorized use of the seal is a second degree misdemeanor; and

Whereas, the City Commission of the City of Winter Park finds that the seal of the City is an important representation of the unique characteristics of the City of Winter Park, and that the seal should be protected as a matter of intellectual property to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal seal as the official logo or brand of the City.

**Now therefore, be it ordained by the City Commission of the City of Winter Park as follows:**

**Section 1:     Incorporation of Recitals.** The recitals to this Ordinance are incorporated herein and are fully made a part of this ordinance.

**Section 2:**     There is created as a new section in the City of Winter Park's Code of Ordinances, Section 2-4 that shall read as follows:

"Section 2-4-\_\_\_\_. Municipal Seal of the City of Winter Park. As allowed by Section 165.043 Florida Statutes, the City Commission of the City of Winter Park has adopted by Ordinance and hereby designates its official municipal seal, as shown in the official records and minutes of the City of Winter Park for the meeting of the City Commission held on \_\_\_\_\_, 2013. Exhibit "A" to Ordinance #\_\_\_\_\_ enacted at said meeting shall be the official municipal seal of the City of Winter



Park. As provided by law, the manufacture, use, display or other employment of any facsimile or reproduction of the municipal seal, except by municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in Sections 775.082 or 775.083, Florida Statutes, as the same may be amended. The City Manager is delegated the authority to grant permission to others to use the seal, but such permission shall be in writing and reported to the City Commission.”

**Section 3: Codification.** Section 2-4 shall be codified in the City Code as specified in Section 2 hereof. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made. Sections 2-5 through 2-25 shall continue to be reserved.

**Section 4: Conflicts.** All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

**Section 6: Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading. Additionally, to the fullest extent allowed by law, the adoption of the City seal shall be effective retroactive to the approval of the seal by the City Commission on May 10, 2004.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

\_\_\_\_\_  
Cindy Bonham, City Clerk

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

## Usher L. Brown

---

**From:** Clarissa Howard <choward@cityofwinterpark.org>  
**Sent:** Monday, April 22, 2013 10:36 AM  
**To:** Usher L. Brown  
**Subject:** RE: statute 165.043 protecting City's brand-we do this by ordinance  
**Attachments:** New City of Winter Park Seal.pdf; 20130422095832617.pdf

When we adopted the seal on May 10, 2004, we did not do it by ordinance. Minutes are below. It was just adopted by the commission. It's been 9 years (see press release attached). Also, I'm attaching the correspondence I received from Trippe Cheeks office related to the copyright for your records...

*COB/WEA/LRM*  
*- copyright - renewal*  
*- trademark*  
*- ordinance - 165.043*

---

## CITY MANAGER'S REPORT:

a) Presentation of revised City seal

Communications Director Clarissa Howard presented the new seal at the April 12 meeting in its final format which will replace the previous photos as to how the vehicles will look with the new seal as well.

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CITY COMMISSION MEETING MINUTES  
MAY 10, 2004  
PAGE 8 OF 10

There was a consensus to move forward with implementing the new seal of the four colors as shown and the associated costs were approved.

Clarissa Howard, Communications Director  
City of Winter Park  
407.599.3428



**From:** Usher L. Brown [mailto:lbrown@orlandolaw.net]  
**Sent:** Monday, April 22, 2013 9:51 AM  
**To:** Clarissa Howard  
**Subject:** RE: statute 165.043 protecting City's brand-we do this by ordinance

Yes-that's fine

Did the city adopt its seal by ordinance? The statute says we should

---

**From:** Clarissa Howard [mailto:choward@cityofwinterpark.org]  
**Sent:** Monday, April 22, 2013 9:41 AM  
**To:** Usher L. Brown  
**Subject:** RE: statute 165.043 protecting City's brand-we do this by ordinance

Larry,

Currently our seal is copyrighted as well, which I'm assuming is still good to maintain...Just a double safety keeping the copyright up to date along with the ordinance already in place, right?

**Clarissa Howard**, Communications Director  
City of Winter Park  
407.599.3428

---

**From:** Usher L. Brown [mailto:lbrown@orlandolaw.net]  
**Sent:** Monday, April 22, 2013 9:28 AM  
**To:** Clarissa Howard; Randy Knight; Ken Bradley  
**Subject:** statute 165.043 protecting City's brand-we do this by ordinance

Online  
**Sunshine**

Official Internet Site of the Florida Legislature

April 22, 2013

Search Statutes: [2012 \/] municipal seal [Search]

Home

Select Year: [2012 \/] [Go]

Senate

House

Citor

Statutes, Constitution,  
& Laws of Florida

Florida Statutes  
Search Statutes  
Search Tips  
Florida  
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Laws of Florida

Legislative & Executive  
Branch Lobbyists

Access Lobbyists  
Legislative  
Lobbyist Directory  
Executive  
Lobbyist Directory  
Legislative Branch  
Lobbying Firm  
Directory  
Executive Branch  
Lobbying Firm  
Directory  
Registration and  
Other Forms  
View  
Compensation  
Reports  
Create and Submit  
Compensation  
Reports

Information Center

Joint Legislative  
Committees &  
Other Entities

Joint  
Administrative  
Procedures  
Committee (JAPC)  
Joint Committee  
on Public Counsel  
Oversight(JCPO)  
Joint Legislative  
Auditing  
Committee (JLAC)  
Joint Legislative  
Budget  
Commission

## The 2012 Florida Statutes

**Title XII**  
MUNICIPALITIES

**Chapter 165**  
FORMATION OF LOCAL GOVERNMENTS

**View Entire Chapter**

**165.043 Official county or municipal seal.**—The governing body of a county or municipality may, by ordinance, designate an official county or municipal seal. The manufacture, use, display, or other employment of any facsimile or reproduction of the county or municipal seal, except by county or municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 91-59.

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

**AN ORDINANCE OF THE CITY OF WINTER PARK  
ADOPTING THE CITY SEAL IN THE MANNER  
REQUIRED BY STATUTE, RETROACTIVE TO THE  
FORMAL ADOPTION OF THE SEAL BY THE CITY  
COMMISSION OF THE CITY OF WINTER PARK ON  
MAY 10, 2004, PROVIDING FOR CODIFICATION,  
CONFLICTS, SEVERABILITY AND AN EFFECTIVE  
DATE.**

Whereas, on May 10, 2004, the City Commission of the City of Winter Park did adopt the municipal seal, a true copy of which is attached and incorporated as Exhibit "A" to this Ordinance; and

Whereas, Section 165.043, Florida Statutes, provides for adoption of the municipal seal by Ordinance, and further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including the fact that the unauthorized use of the seal is a second degree misdemeanor; and

Whereas, the City Commission of the City of Winter Park finds that the seal of the City is an important representation of the unique characteristics of the City of Winter Park, and that the seal should be protected as a matter of intellectual property to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal seal as the official logo or brand of the City.

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"Section 2-4-\_\_\_\_. Municipal Seal of the City of Winter Park. As allowed by Section 165.043 Florida Statutes, the City Commission of the City of Winter Park has adopted by Ordinance and hereby designates its official municipal seal, as shown in the official records and minutes of the City of Winter Park for the meeting of



the City Commission held on \_\_\_\_\_, 2013. Exhibit "A" to Ordinance #\_\_\_\_\_ enacted at said meeting shall be the official municipal seal of the City of Winter Park. As provided by law, the manufacture, use, display or other employment of any facsimile or reproduction of the municipal seal, except by municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in Sections 775.082 or 775.083, Florida Statutes, as the same may be amended. The City Manager, or his designee, is delegated the authority to grant permission to others to use the seal."

**Section 3: Codification.** Section 2-4 shall be codified in the City Code as specified in Section 2 hereof. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made. Sections 2-5 through 2-25 shall continue to be reserved.

**Section 4: Conflicts.** All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

**Section 6: Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading. Additionally, to the fullest extent allowed by law, the adoption of the City seal shall be effective retroactive to the approval of the seal by the City Commission on May 10, 2004.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

\_\_\_\_\_  
Cindy Bonham, City Clerk

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_



©

CITY OF CULTURE AND HERITAGE



# city commission public hearing

item type	Public Hearing	meeting date	June 24, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

## Subject: Request of the Jewett Clinic for a Surgery Center building at 1285 Orange. – SECOND READING

The Jewett Clinic is seeking approval to build a new two-story medical office and surgery center building and is requesting:

1. Conditional Use approval for that 25,000 square foot medical office and surgery center building at 1235/1245 Orange Avenue on the corner of Oak Place; and
2. Change from the existing Multi-Family Residential (R-3) designation to Parking Lot (PL) zoning for the properties along Balch Avenue and Oak Place that provide the required parking for the Jewett Clinic campus.

### Planning and Zoning Board Recommendation:

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the conditional use request to construct a two-story 25,000 square foot medical office building on the properties at 1235 and 1245 Orange and the south 10 feet of 955 Oak Place. Approval is with the provision that the off-site parking lot buffer wall be eliminated along Minnesota Avenue in lieu of upgraded landscaping and trees, as determined by staff, for both the new and existing off-site parking lots. Motion carried unanimously with a 5-0 vote.**

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to amend the comprehensive plan future land use designations of medium density residential to parking lot on the rear of the property at 1285 Orange Avenue and on 951 and 955 Oak Place and to office future land use on the South 10 feet of 955 Oak Place. Motion carried unanimously with a 5-0 vote.**

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to amend the official zoning map so as to change the medium density multi-family residential (R-3) district zoning to parking lot (PL) district on the rear of the property at 1285 Orange Avenue and on 951 and 955 Oak Place and to Office (O-1) district on the south 10 feet of 955 Oak Place. Motion carried unanimously with a 5-0 vote.**



## Summary:

**Project Plans and Parking:** The Jewett Clinic desires to expand their medical facilities on the campus at 1285 Orange Avenue. The site plan (attached) shows a prospective new two story medical office building to include an ambulatory surgery center on the corner of Oak Place. The companion Comp. Plan future land use map and rezoning request is to provide the parking spaces needed for that new medical building project. The site plan and conceptual architectural elevation plan shows the new two story building at the corner meeting the 10 foot front building setback which is exactly in line with the current Jewett Clinic building. To the rear is a new parking lot area along Kelly Place and Oak Place for part of the new required parking.

You will recall on last month's agenda, the approval granted by the City Commission for the zoning change from R-3 to Parking Lot (PL) zoning on the properties at 930, 950 and 960 Minnesota Avenues in order to use these properties for an expanded off-site parking lot for these prospective building expansions on the Jewett Clinic campus. The final design of that off-site parking lot is now complete and the yield is 67 spaces. Together with the 29 new parking spaces created on-site and the 4 on-street parallel parking spaces created on Oak Place yields a total of 100 new parking spaces.

**Parking Needs:** The parking requirements for a surgery center are much different than for typical medical office space. That is due to the size of the operating rooms, hallway sizes for gurneys, recovery rooms, etc. In 1988, the Planning Board and City Commission looked at this parking issue, in depth when the Winter Park Ambulatory Surgery Center was built at 1000 S. Orlando Avenue (just north of McDonald's). It was determined at that time that a parking requirement of one space for each 350 sq. ft. of building was adequate and that facility did function very well with that amount of parking provided. In this case, we have some ancillary use of this building for more traditional medical (pain management) office space and waiting room area (one space per 200 sq. ft.) but the vast majority of the space is the surgery center including recovery area (one space per 350). So the staff has suggested that they aim for a one space for 250 square feet allotment or 100 spaces which they are achieving. It should be more than sufficient.

**Parking Lot design; landscape and wall plan:** At the previous P&Z meeting there was considerable discussion about night lighting in the new parking lot and the effect on the neighbors. The neighbors have expressed that night lighting is something they desire for security and safety. The Police Dept. similarly also recommends night security lighting so they can see into the parking lot and the public can see when driving by. Thus, the design of the new parking lot at Minnesota/Kelly Place has night lighting with box type fixtures controlling light spillage. The existing parking lot on the opposite corner has night lighting via street light (cobra head) type fixtures.

The neighbors have also expressed some concern to staff about the proposed buffer wall along Minnesota Avenue. Again it is a security concern that the wall provides a hiding place. The neighbors have asked the City staff if the wall can be removed from the plans. Of course, the staff thinks the YMCA wall template has worked out to be a great buffer for a parking lot. But staff admits it will look unusual to have a wall for the new parking lot but none for the existing parking lot on the opposite corner of Minnesota and Kelly Place from each other. The applicant will do whatever the City decides. However, they have offered to upgrade the

landscape standard for the existing lot (new hedges plus the podocarpus trees) if the wall requirement is removed. The staff has come around to that position as well.

The parking lot plans do save some of the nicest trees on the two redeveloped properties. All of the trees to be removed are older laurel oaks in poor condition and one pine tree. There are four nice live oak trees, one nice laurel oak and a pine tree being saved that are on the boundaries of the development. New trees will be added as part of the landscape package as well within the interior of the new parking lots. Staff is also requesting two new oaks in street tree locations where they are needed.

**Summary:** It is very good to see the commitment of the Jewett Clinic to grow in place versus relocation. There will be ample parking for the building uses as proposed and the new parking lots are designed to meet code and be sensitive to the landscaping and tree preservation desires of the City.

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

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATIONS OF MEDIUM DENSITY RESIDENTIAL TO PARKING LOT FUTURE LAND USE ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE FUTURE LAND USE ON THE SOUTH 10 FEET OF 955 OAK PLACE, MORE PARTICULARLY DESCRIBED HEREIN, 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 owner of the property more particularly described herein has requested an amendment to the Comprehensive Plan for this property, and such amendment 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.

**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 May 7, 2013, 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 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" future land use plan map is hereby amended so as to change the future land use map designation of medium density multi-family residential and to parking lot on the properties at the rear of 1285 Orange Avenue; on 951 and 955 Oak Place and to Office future land use on the south 10 feet of 955 Oak Place, being more particularly described as follows:

To Parking Lot future land use: Lots 39 and 40 and Lots 52 through 60, (less the south 10 feet of Lots 52 and 53), Palmetto Addition as recorded in Plat Book "E", Page 14 of the Public Records of Orange County, Florida.

To Office future land use: The south 10 feet of Lots 52 and 53, Palmetto Addition as recorded in Plat Book "E", Page 14 of the Public Records of Orange County, Florida.

**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 31 days after adoption. If challenged within 30 days after adoption, this Ordinance may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that this Ordinance is 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 \_\_\_\_\_, 2013.

---

Mayor

Attest:

---

City Clerk



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

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE (O-1) DISTRICT ON THE SOUTH 10 FEET OF 955 OAK PLACE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the property more particularly described herein has requested rezoning in compliance with the Comprehensive Plan, and the requested zoning will achieve conformance with the Comprehensive Plan future land use designation for this 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 Planning and Zoning Board and City Staff of the City of Winter Park have recommended approval of this Ordinance at their May 7, 2013 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 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" and the Official Zoning Map are hereby amended so as to change the existing zoning designation of medium density multi-family residential (R-3) district to parking lot (PL) district zoning at the rear of 1285 Orange Avenue; on 951 and 955 Oak Place and to Office future land use on the south 10 feet of 955 Oak Place, being more particularly described as follows:

To Parking Lot (PL) zoning: Lots 39 and 40 and Lots 52 through 60, (less the south 10 feet of Lots 52 and 53), Palmetto Addition as recorded in Plat Book "E", Page 14 of the Public Records of Orange County, Florida.

To Office (O-1) zoning: The south 10 feet of Lots 52 and 53, Palmetto Addition as recorded in Plat Book "E", Page 14 of the Public Records of Orange County, Florida.

**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.

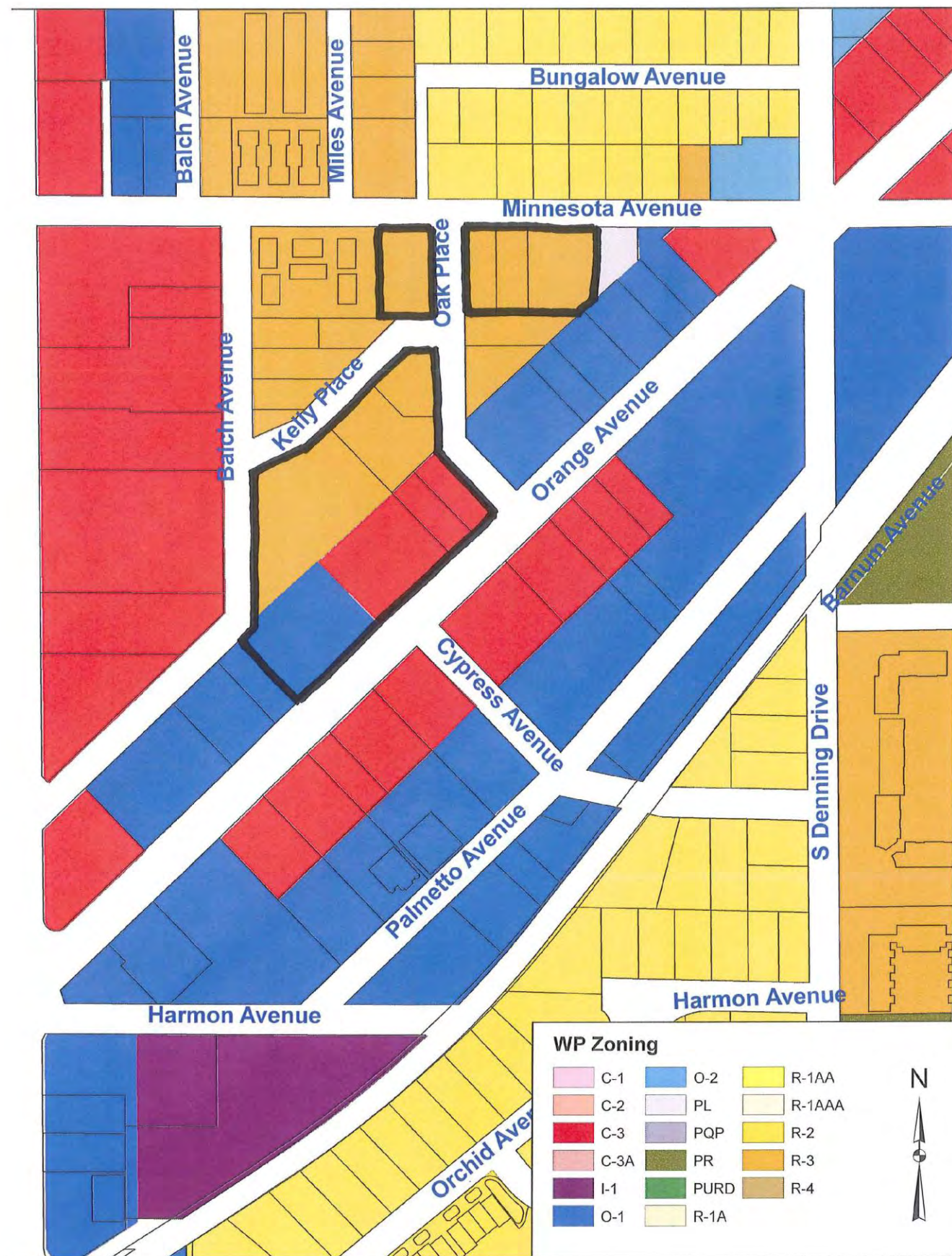
**SECTION 4. Effective Date.** This Ordinance shall become effective upon the effective date of Ordinance \_\_\_\_\_. If Ordinance \_\_\_\_\_ or if either Section of that Ordinance does not become effective, then that Section or this Ordinance shall be null and void.

**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 \_\_\_\_\_, 2013.

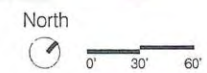
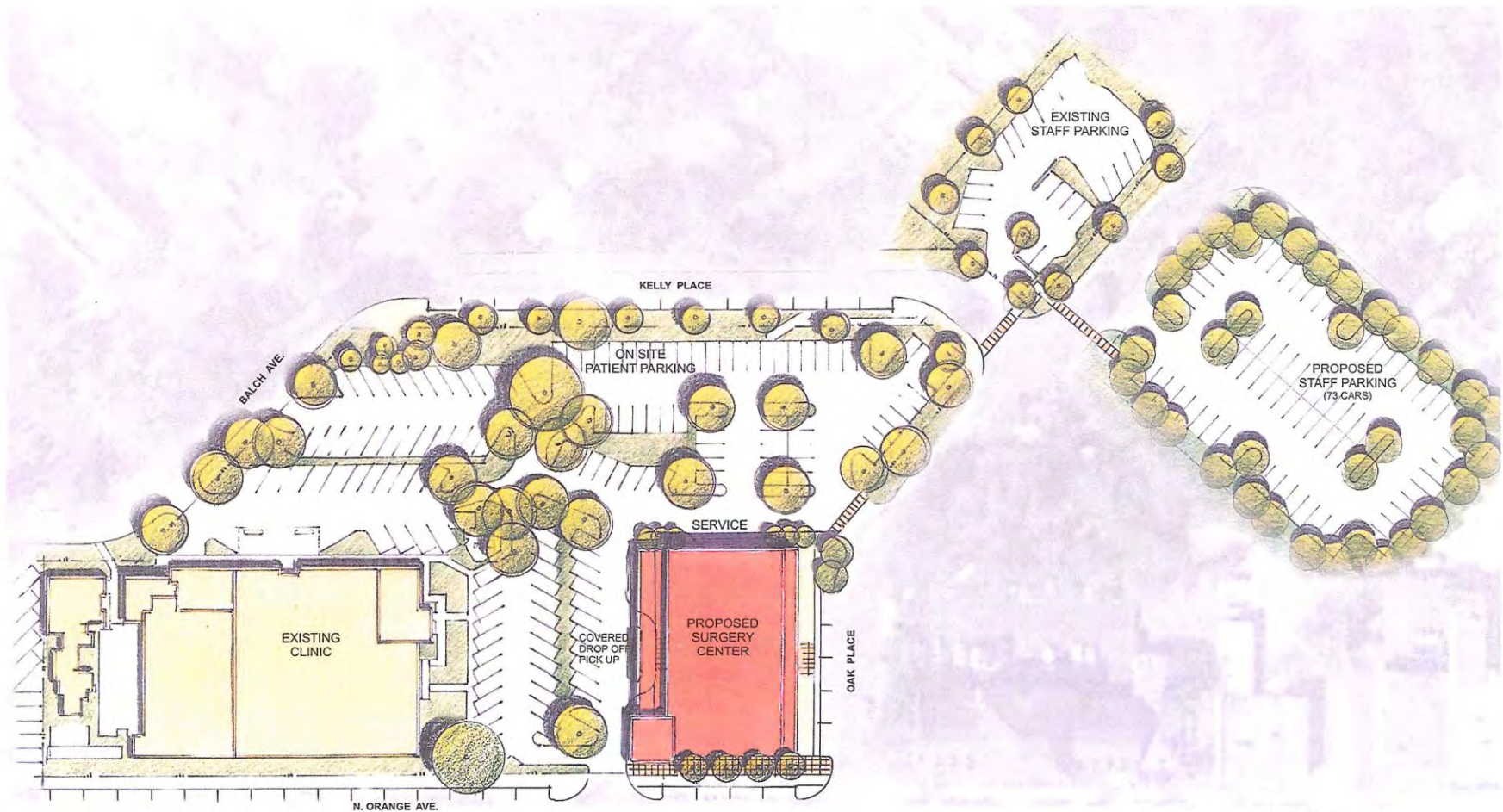
\_\_\_\_\_  
Mayor

Attest:

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











BONNETT design group, llc  
landscape architecture  
community planning  
FL 1C 0000011

151 Circle Drive  
Blomfield, FL 32251  
407-221-1550 fax  
407-328-5515 v/c

Klima  
Weeks  
CIVIL ENGINEERING

395 Douglas Avenue, Ste 210  
Altamonte Springs, FL 32717  
Telephone: 407-478-8171  
Facsimile: 407-478-8171  
Certificate of Authorization No.: 922

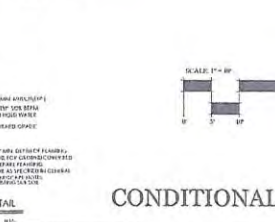
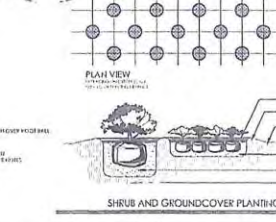
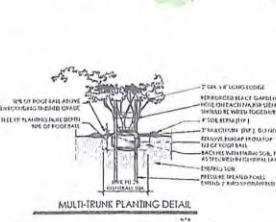
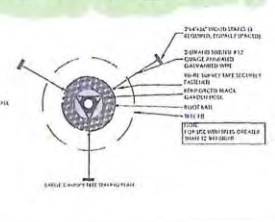
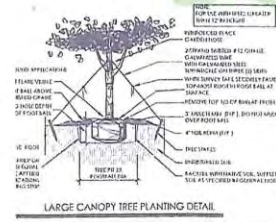
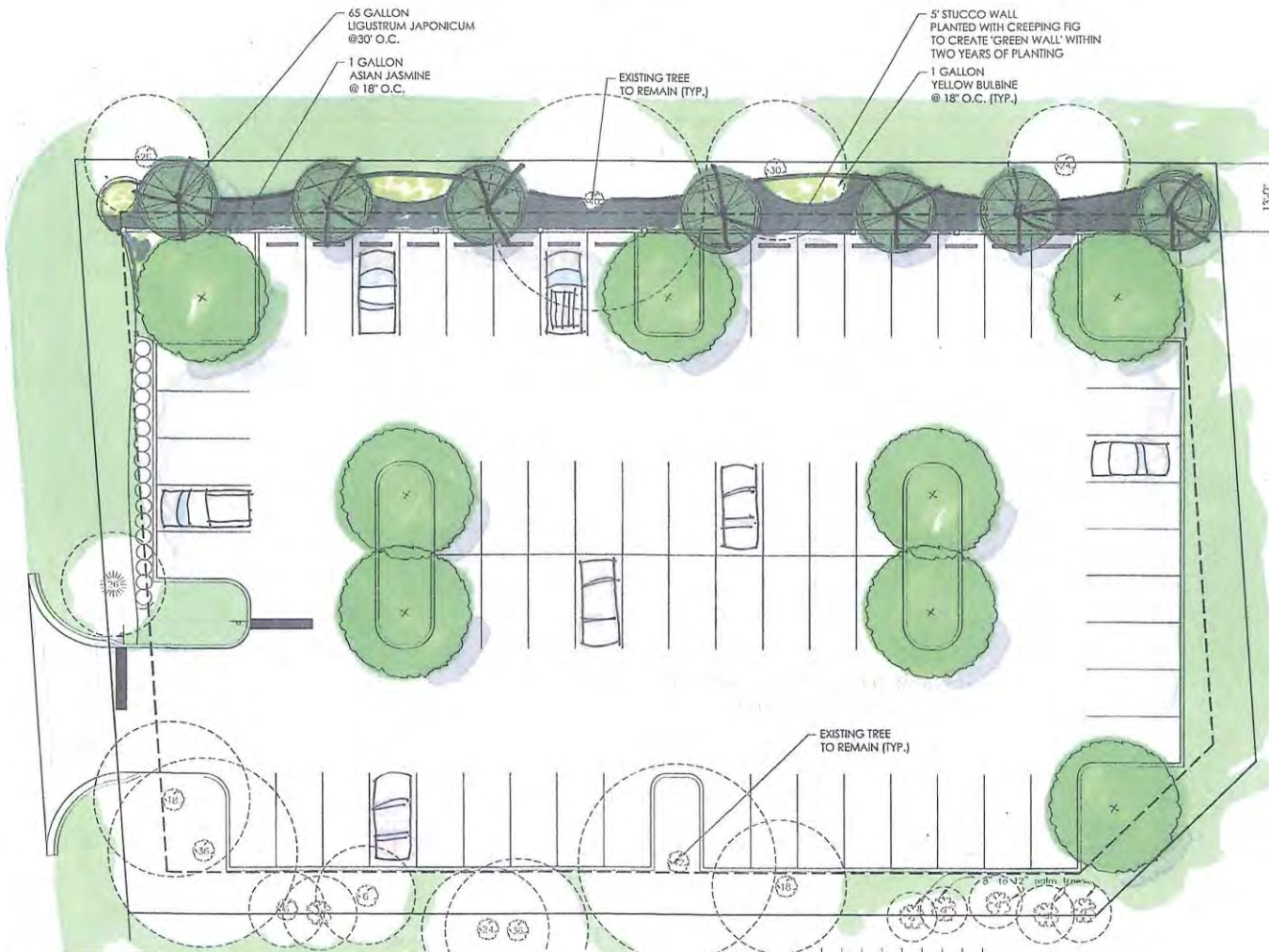
Todd W. Bonnett, RLA FL #149997

SUS SURGERY CENTER  
FOR  
SUS PROPERTIES  
LANDSCAPE PLAN

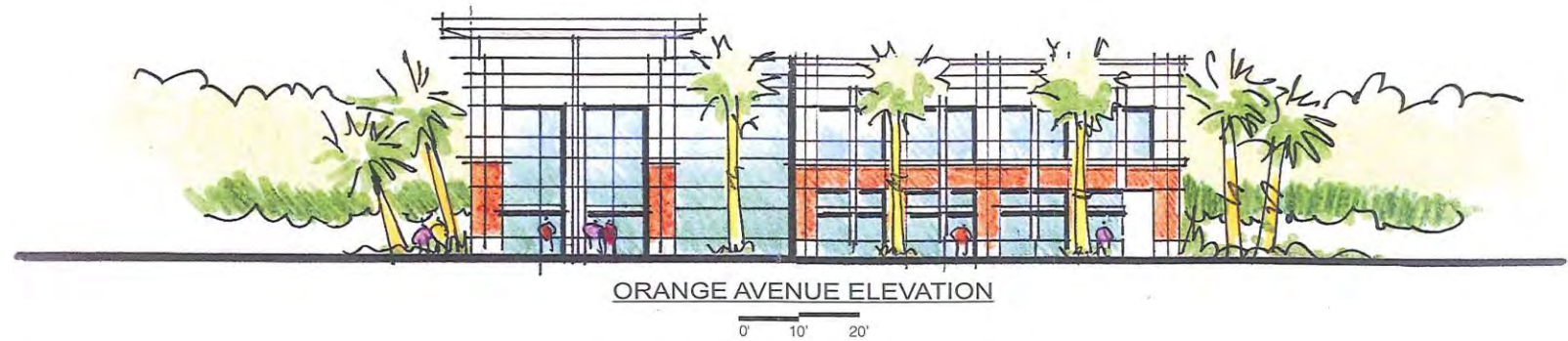
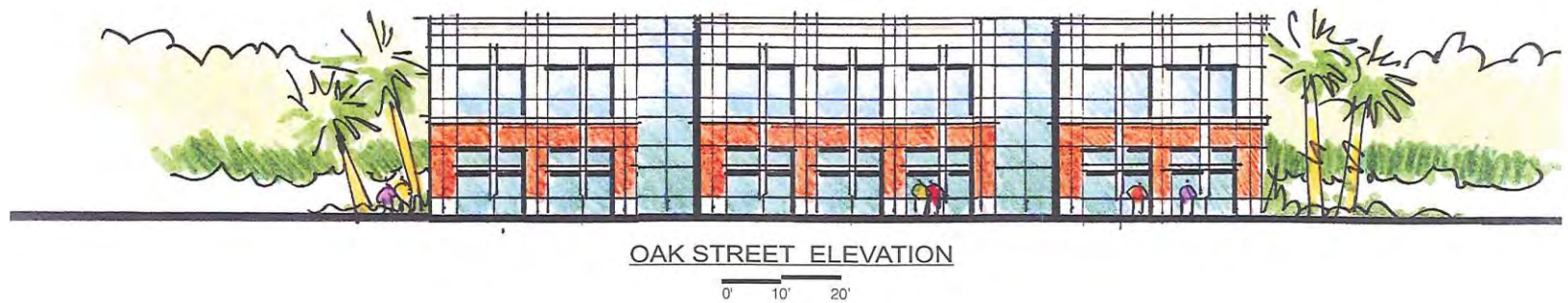
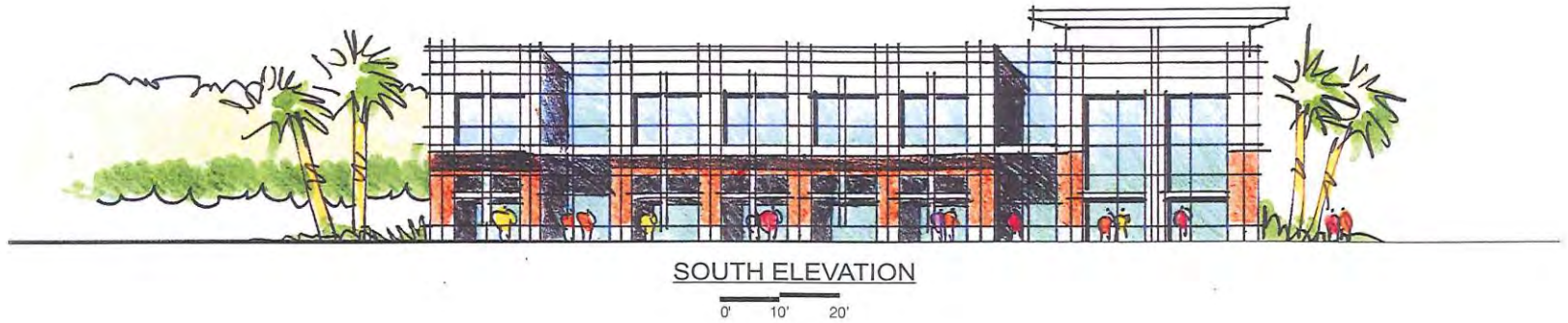
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checked by: TWB  
date: 06/02/13  
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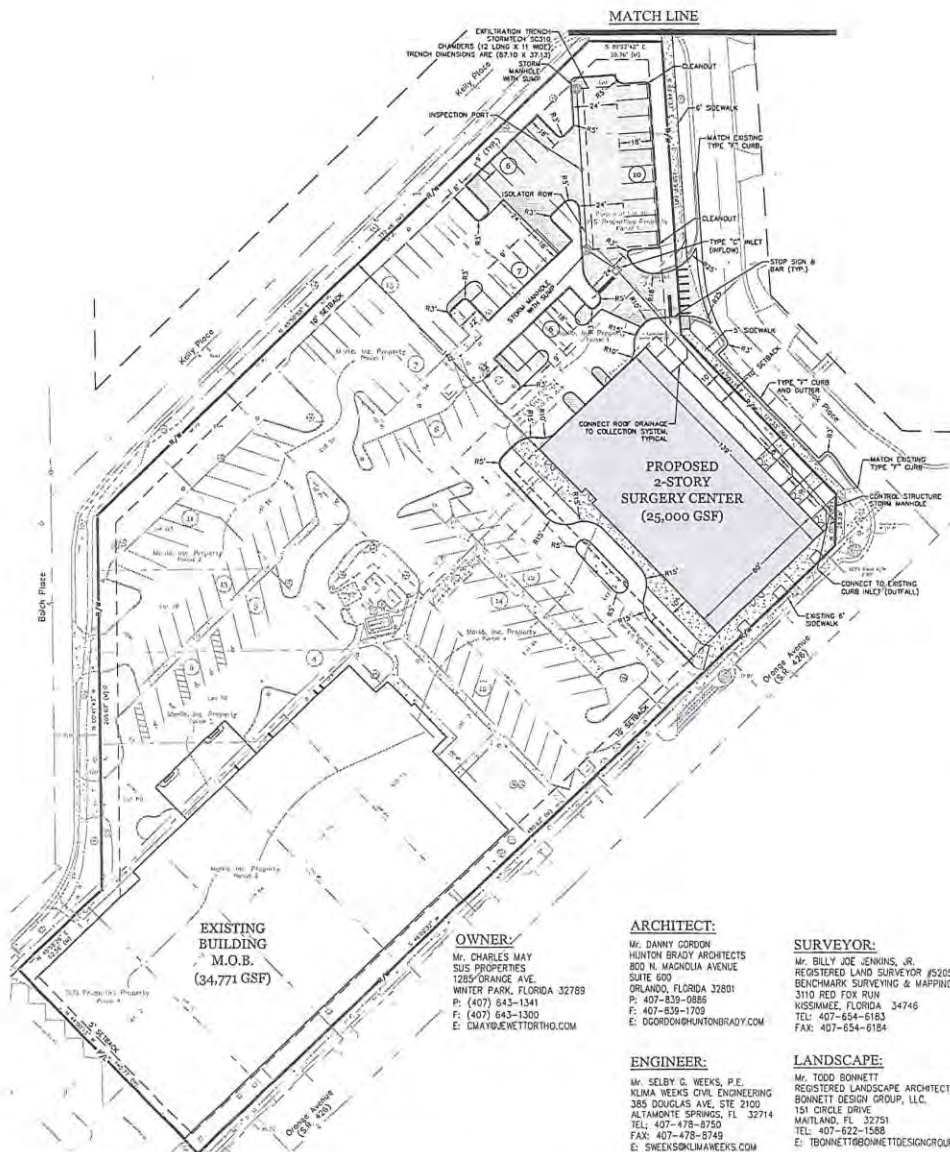
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CONDITIONAL USE SUBMITTAL







#### DATA:

**TOTAL LAND AREA:**  
BUILDING SITE - 134,165 SF (3.08 AC)  
PROPOSED OFF-SITE PARKING - 31,175 SF (0.72 AC)

#### BUILDING GROSS AREA:

EXISTING:  
34,771 SF  
PROPOSED:  
25,000 SF

Total Building Area: 59,771 SF

#### BUILDING HEIGHT:

PROPOSED BUILDING HEIGHT:  
TWO STORY, TOP OF BUILDING - 31'-0"  
TOP OF PARAPET - 34'-0"  
TOP OF CORNER FEATURE - 40'-0"

#### BUILDING PURPOSE/USE:

SURGERY CENTER

#### PARKING LOT:

SEC. 58-B1, OFF-STREET PARKING AND LOADING REGULATIONS.  
R. OFFICE PROFESSIONAL OR PUBLIC BUILDINGS  
ONE PARKING SPACE FOR EACH 200 SQUARE FEET OF GROSS FLOOR SPACE.  
PROPOSED PARKING FOR SURGERY CENTER:  
ONE PARKING SPACE FOR EACH 250 SQUARE FEET OF GROSS FLOOR SPACE.

#### THEREFORE:

PARKING PROVIDED:  
Existing Parking to Remain 105 Parking Spaces  
New Parking On-Site 25 Parking Spaces  
New Off-Site Parking 67 Parking Spaces  
Leased Parking 30 Parking Spaces  
Existing Off-Site Parking 24 Parking Spaces  
Total Parking Provided 255 Parking Spaces

THEREFORE, 19 SPACE PARKING DEFICIT

(FAR)=0.45 OR 45% ALLOWABLE  
59,771/134,165 SF = 0.45 OR 45% PROPOSED

(SR = 0.85 OR 85% ALLOWABLE (C-3 AND PL DISTRICTS)  
BUILDING SITE = 99,257/134,165 = 0.74 OR 74% PROPOSED  
OFF-SITE PARKING = 22,155/31,175 = 0.71 OR 71% PROPOSED

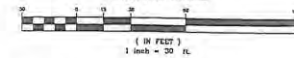
#### ON-STREET PARKING ADJACENT TO SITE:

EXISTING (ORANGE AVE. AND KELLY PLACE) - 37  
PROPOSED (OAK PLACE) - 4

TOTAL ON-STREET PARKING - 41 SPACES  
THEREFORE, 46% OF ON-STREET PARKING REQUIRED



#### GRAPHIC SCALE



#### ZONING

1311 N. Orange Avenue	O-1
1285 N. Orange Avenue	O-1, C-3 and R-3
1245 & 1235 N. Orange Ave. 1	C-3
951 & 955 Oak Place 2	R-3
960, 950 & 930 Minnesota Ave. 3	R-3

1. Proposed Building development site is primarily C-3.
2. On-Site parking redevelopment is R-3.
3. Proposed Off-Site parking area is in rezoning process (R-3 to PL)

#### SETBACKS:

REQUIRED	PROVIDED
ORANGE AVE. (FRONT) = 10 FT	10 FT
OAK PLACE (FRONT) = 10 FT	10 FT
KELLY PLACE (FRONT) = 10 FT	140 FT
SOUTHWEST (SIDE) = 5 FT	383 FT

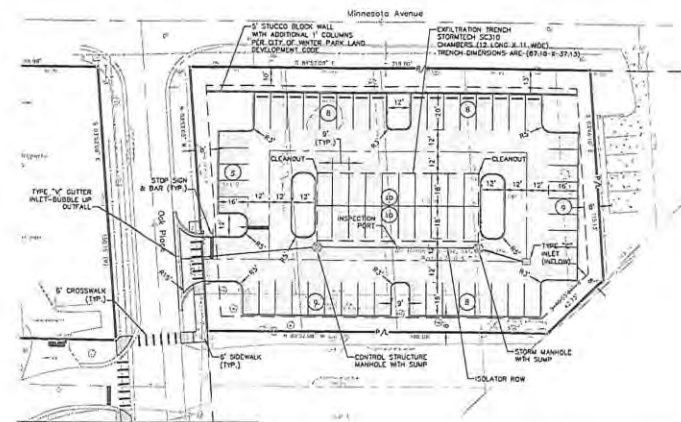
#### UTILITIES:

SEWER- CITY OF WINTER PARK  
WATER- CITY OF WINTER PARK  
POWER- CITY OF WINTER PARK  
TELEPHONE- EMBARO

#### FEMA FLOOD DATA:

THIS SITE IS LOCATED IN ZONE R PER FEMA MAP No. 12095C0255 F, SEPTEMBER 25, 2009.

#### VICINITY MAP:



CONDITIONAL USE SUBMITTAL

**Klima**

385 Douglas Ave.  
Altamonte Springs  
Telephone  
(407) 438-1111  
Certification of Authority

Billy G. Weeks

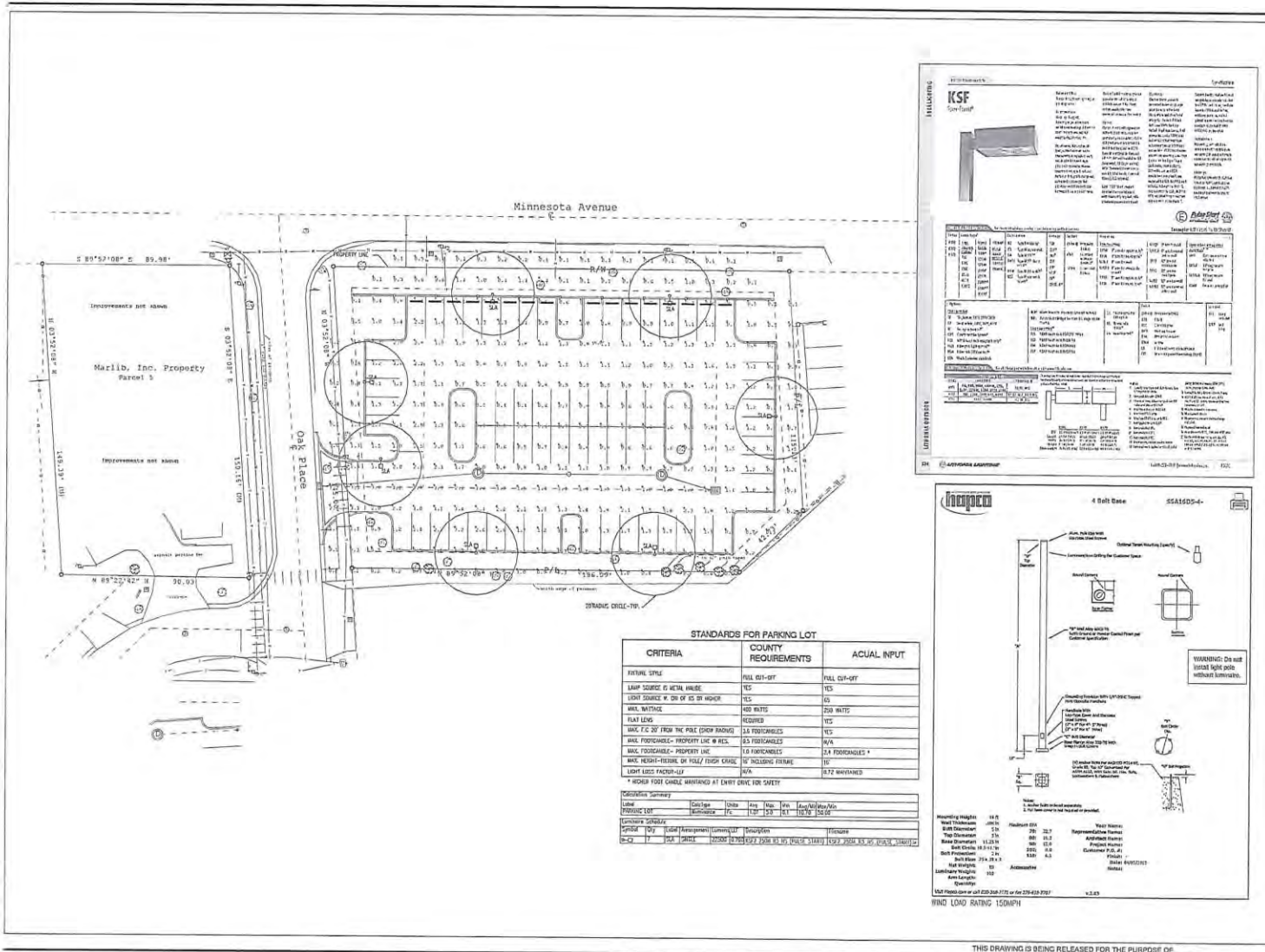
**SUS SURGERY CENTER**  
**FOR**

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date: 6  
plot scale: A  
project number: 12

**C3**

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SUS SURGERY CENTER  
FOR SUS PROPERTIES

Revision:  
Rev. Date Description  
  
  
  
  
  
  
  
  
  
  
Date: 0000000000  
Florida License: 000000

Project No.:  
Issue Date: 4-09-2013  
Drawn By: RMG  
Approved By: VMH  
Scale: 1"=20'  
Drawing Title: SITE PHOTOMETRY  
Drawing No.: E-1

THIS DRAWING IS BEING RELEASED FOR THE PURPOSE OF:





## CITY OF WINTER PARK Planning & Zoning Board

Regular Meeting  
City Hall, Commission Chambers

May 7, 2013  
7:00 p.m.

### MINUTES

Acting Chair Johnston called the meeting to order at 7:00 p.m. in the Commission Chambers of City Hall. Present: James Johnston, Randall Slocum, Tom Sacha, Peter Gottfried, and Peter Weldon. Absent: Sarah Whiting, Drew Krecicki, Robert Hahn. Staff: Planning Director Jeffrey Briggs and Recording Secretary Lisa Smith.

#### Approval of minutes – April 2, 2013

Motion made by Mr. Sacha and seconded by Mr. Weldon, to approve the April, 2013, meeting minutes. Motion carried unanimously with a 5-0 vote.

#### PUBLIC HEARINGS

**REQUEST OF THE JEWETT ORTHOPAEDIC CLINIC FOR:** CONDITIONAL USE APPROVAL TO CONSTRUCT A TWO STORY, 25,000 SQUARE FOOT MEDICAL OFFICE BUILDING ON THE PROPERTIES AT 1235/1245 ORANGE AVENUE AND THE SOUTH 10 FEET OF 955 OAK PLACE.

**REQUEST OF THE JEWETT ORTHOPAEDIC CLINIC TO:** AMEND COMPREHENSIVE PLAN THE FUTURE LAND USE DESIGNATIONS OF MEDIUM DENSITY RESIDENTIAL TO PARKING LOT ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE FUTURE LAND USE ON THE SOUTH 10 FEET OF 955 OAK PLACE.

**REQUEST OF THE JEWETT ORTHOPAEDIC CLINIC TO:** AMEND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE (O-1) DISTRICT ON THE SOUTH 10 FEET OF 955 OAK PLACE.

Planning Director Jeffrey Briggs provided the staff report and explained that the Jewett Clinic is seeking approval to build a new two-story medical office and surgery center building and is requesting:

1. Conditional Use approval for that 25,000 square foot medical office and surgery center building at 1235/1245 Orange Avenue on the corner of Oak Place; and
2. Change from the existing Multi-Family Residential (R-3) designation to Parking Lot (PL) zoning for the properties along Balch Avenue and Oak Place that provide the required parking for the Jewett Clinic campus.

He reviewed the details of the project with regard to site and context, project plans, parking to meet the needs of the facility, parking lot design, landscaping and tree preservation. There was detailed discussion about parking lot lighting, the safety concerns of neighbors and the neighbor's advocacy for landscaping buffer instead of the wall buffer along Minnesota Avenue. He summarized by explaining that the City is pleased to see the commitment of the Jewett Clinic to grow in place versus relocation. There will be ample parking for the proposed building and the new parking lots are designed to meet code and be sensitive to the landscaping and tree preservation desires of the City. Staff recommended approval with the provision that the off-site parking lot buffer wall be eliminated along Minnesota Avenue in lieu of upgraded landscaping and

trees, as determined by staff, for both the new and existing off-site parking lots. Mr. Briggs responded to Board member questions and concerns.

Danny Gordon, Hunton & Brady Architects, 800 North Magnolia Avenue, represented the applicant. He stated that the Jewett Clinic agrees with the comments and conditions detailed in the staff report. He responded to Board member questions and concerns.

John McCutchen, President, Jewett Clinic, 1285 Orange Avenue, addressed the Board with regard to what type of medical services will be provided in this new building. He responded to Board member questions and concerns.

Allan Trovillion, spoke in favor of the request.

No one else wished to speak in favor of or in opposition to the request. Public Hearing closed.

Consensus of the Board members was support for the project. There was concurrence amongst the Board members that the growth of the Jewett Clinic was good for this neighborhood and the city at large. They agreed that for consistency the buffer wall could be eliminated, provided that the Minnesota Avenue frontages would be heavily landscaped both for the new remote lot and the existing lot as well. Upon questioning about the types of medical services to be provided in the new building, that adequate parking is being provided.

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the conditional use request to construct a two-story 25,000 square foot medical office building on the properties at 1235 and 1245 Orange and the south 10 feet of 955 Oak Place. Approval is with the provision that the off-site parking lot buffer wall be eliminated along Minnesota Avenue in lieu of upgraded landscaping and trees, as determined by staff, for both the new and existing off-site parking lots. Motion carried unanimously with a 5-0 vote.**

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to amend the comprehensive plan future land use designations of medium density residential to parking lot on the rear of the property at 1285 Orange Avenue and on 951 and 955 Oak Place and to office future land use on the South 10 feet of 955 Oak Place. Motion carried unanimously with a 5-0 vote.**

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to amend the official zoning map so as to change the medium density multi-family residential (R-3) district zoning to parking lot (PL) district on the rear of the property at 1295 Orange Avenue and on 951 and 955 Oak Place and to Office (O-1) district on the south 10 feet of 955 Oak Place. Motion carried unanimously with a 5-0 vote.**