



city commission agenda

Regular Meeting

June 9, 2014
3:30 p.m.
Commission Chambers

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

welcome

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

meeting procedures

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

Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. 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.

agenda

1	Meeting Called to Order	
2	Invocation Bishop Jim Pratt, Church of Jesus Christ of Latter-Day Saints Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	*Projected Time *Subject to change
	a. Board appointment – Winter Park Police Pension Board b. Proclamation – Mary Lee DePugh Day c. Presentation - The Gardens at DePugh Nursing Center – 2 nd Quarter 2014 Business Recognition Award Recipients	15 minutes
5	City Manager's Report	*Projected Time *Subject to change

6	City Attorney's Report	*Projected Time *Subject to change
7	Non-Action Items	*Projected Time *Subject to change
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	*Projected Time *Subject to change
	a. Approve the minutes of May 12, 2014. b. Approve the following contracts/purchase orders and formal solicitation: 1. Piggybacking Lake County Contract No. 12-0806O to Ten-8 Fire Equipment, Inc. for fire equipment and supplies; and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order. 2. Piggybacking South Florida Water Management District Contract #6000000579 with Winfield Solutions, LLC for various herbicides and related adjuvants; and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order. 3. Piggybacking Lake County Contract No. 12-0806H with Fischer Scientific Company, Inc. for fire equipment and supplies; and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order. 4. Piggybacking Florida Municipal Power Agency (FMPA) Contract to Brady Infrared Inspections, Inc. for thermal/infrared imaging services; and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order. 5. Piggybacking Maricopa County Contract No. 11019 with The Home Depot for MRO Commodities and related services; and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order. 6. Renewal with Designers' Press, Inc. for printing and mailing services (RFP-12-2012); and authorize the Mayor to execute Amendment 4 and a subsequent Blanket Purchase Order. 7. Renewal with International Press, Inc. (RFP-12-2012) for printing and mailing services; and authorize the Mayor to execute Amendment 4 and a subsequent Blanket Purchase Order. 8. Award to Bailey's Coffee Service, Inc. (IFB-2-2014) for coffee and water services; and authorize the Mayor to execute contract.	5 minutes
10	Action Items Requiring Discussion	*Projected Time *Subject to change
	No action items.	

11 Public Hearings	*Projected Time *Subject to change
a. <u>Request of UP Fieldgate US Investments – Winter Park LLC:</u> - Ordinance – Amending the comprehensive plan to change the Future Land Use Designation of Medium Density Multi-Family Residential to Commercial Future Land Use at 967 Cherokee Avenue (1) - Ordinance – Amending the official zoning map to change the zoning of Medium Density Multi-Family Residential (R-3) District to Commercial (C-3) District at 967 Cherokee Avenue (1) - Ordinance – Vacating and abandoning portions of the public rights-of-way of Friends Avenue and Galloway Drive (1)	30 minutes
b. <u>Request of 1776 Real Estate Advisors LLC:</u> - Ordinance – Amending the Comprehensive Plan to change the Future Land Use Designation of Low Density Residential to Medium Density Multi-Family Residential Future Land Use on the 0.64 acres of vacant property at the northeast corner of Schultz and Michigan Avenues (1) - Ordinance – Amending the official zoning map to change the zoning of Low Density Residential (R-2) District to Medium Density Multi-Family Residential (R-3) District on the 0.64 acres of vacant property at the northeast corner of Schultz and Michigan Avenues (1)	15 minutes
c. <u>Request of Garmet Ltd and TGG Ltd:</u> - Ordinance – Amending the comprehensive plan to change the Future Land Use Map Designation of Commercial to Central Business District at 298 and 313 W. New England Avenue (1) - Ordinance – Amending the official zoning map to change the existing zoning designations of General Commercial (C-3), Limited Commercial (C-3A), and Medium Density Multi-Family Residential (R-3) Districts to Commercial (C-2) District at 298 and 313 W. New England Avenue (1)	30 minutes
d. <u>Request of the City of Winter Park:</u> - Ordinance-Amending Chapter 58 “Land Development Code”, Article I “Comprehensive Plan” by amending the Goals, Objectives and Policies text within the Future Land Use Element related to the Planned Development Future Land Use Designations; combining the PD-1 and PD-2 Future Land Use Designations, deleting the maps indicating the candidate areas for Planned Development Future Land Use and deleting the parameters for the creation and establishment of Planned Development Zoning Districts and other policy text relating to Planned Development Future Land Use (1)	30 minutes
e. Resolution - Authorizing the issuance of not to exceed \$8,500,000 in Electric Refunding Revenue Bonds, Series 2014 to finance the purchase of tendered Electric Revenue Bonds, Series 2005A	10 minutes

- f. **Ordinance** – Vacating and abandoning a portion of Loren Avenue within the Ravaudage Planned Development and Home Acres Subdivision area (1)

20 minutes

12 City Commission Reports

***Projected Time**
***Subject to change**

- 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."

Board	Term	First Name	Last Name	Home Address	Home City	Home Zip
Winter Park Police Officer's Pension Board						
Appoint	2014-2015	Bill	Manuel	526 Genius Drive	Winter Park	FL 32789



city commission city manager's report

item type

City Manager's Report

meeting date

June 9, 2014

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	Public workshop and Commission workshop held. Resolution to be heard supporting Alignment "B" on May 12.	Completed.
Fairbanks Improvement Project	<u>Communication Notices</u> • Project is complete. Working on settling LD's and workmanship issues prior to closeout. • Working with future customers regarding connection to gravity sewer.	<u>Construction Project</u> Connection to sewer instructions posted on City website.
Quiet Zones	Funds approved for design.	Ongoing coordination with Orlando, MetroPlan, and FDOT.
Winter Park Hospital Parking Garage	Under construction. Met with hospital representatives to discuss current and future plans and options for master plan update. Will continue to meet and discuss options.	Ongoing
Refunding of Electric Revenue Bonds, Series 2005A (Variable rate bonds in auction rate mod)	The tender offer to bondholders was launched on April 22. We are also soliciting quotes to refund auction rate bonds. Once the best source of funding is determined, a resolution documenting finance terms will be presented to the Commission for approval.	June 2014
Mechanisms to encourage owners to place overhead electric service wires underground	Current City ordinances require owners to place overhead electric service wires underground upon: 1) new commercial and residential construction; 2) Renovations that exceed 50% of the appraised value of existing improvements; and 3) change out of electric service equipment caused by code violations. There are 5,000 overhead electric service wires. Our goal is to get all overhead electric service wires placed underground at completion of underground project (10-12 years).	Utilities Advisory Board discussions are ongoing.

Fairbanks electric transmission and distribution undergrounding	Duke Energy reports that engineering cost estimates have been completed.	City Commission update expected at June 23 City Commission meeting.
New Hope Baptist Church Project	All work has proceeded in compliance with our Codes. Exterior painting is complete.	Approved Conditional Use will expire in September 2015
Grant Chapel	All work completed, except the basement.	Owner to go to Historic Preservation Board for designation in July.
Capen House	Awaiting plans for exterior rear deck and interior alterations for use of building for weddings, receptions, etc.	Completion will take 90+ days depending on funds available from contributions.
ULI TAP Orlando Avenue	Met with ULI representatives to create goals and begin setting agenda for the two day event.	Postponed until August 2014.

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

REGULAR MEETING OF THE CITY COMMISSION
May 12, 2014

The meeting of the Winter Park City Commission was called to order by Vice Mayor Steve Leary at 3:31 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Building Director George Wiggins, followed by the Pledge of Allegiance.

Members present:

Mayor Kenneth Bradley
Vice Mayor Steven Leary
Commissioner Sarah Sprinkel
Commissioner Tom McMacken
Commissioner Carolyn Cooper

Also present:

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

Approval of the agenda

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

Mayor's Report

a. Presentation - Winter Park High School State Championships

Mayor Bradley proclaimed May 15, 2014 as Winter Park High School Athletics "State Championship Day." The following five Winter Park High School teams were recognized for achieving this year's State Championship awards: Competitive Cheerleading team, Boy's Crew team, Boy's Basketball team, Girl's Volleyball team and Girls Crew team. Principal Tim Smith and Athletic Director Michael Brown commended the athletes and their coaches Angie Austin, Dan Bertossa, Don Blackmon, Stephanie Gibson and Mike Vertullo on their accomplishments.

b. Presentation - Best of Show from 2014 Sidewalk Art Festival

President Alice Moulton, 2014 Winter Park Sidewalk Art Festival, presented the City with the original framed artwork titled "Open Sea" by artist Matthew Cornell and the original poster artwork by artist Bill Farnsworth illustrating a view of Craft Azalea Gardens looking across Lake Maitland.

c. Presentation - Healthy Weight Community Champions Award

Lesli Ahonkhai, Assistant Director of the Florida Department of Health presented the City with the Healthy Weight Community Champions Award.

d. Proclamation - Building Safety Month

Mayor Bradley proclaimed May 2014 as Building Safety Month. Building Director George Wiggins presented a short building safety video. A special recognition was given to the Building and Permitting Services team for the work they perform.

e. Proclamation - Emergency Medical Services Week May 18-24, 2014

Mayor Bradley proclaimed May 18-24, 2014, as "Emergency Medical Services Week" and thanked the EMS Department for their continuous support.

f. Proclamation - North American Occupational Safety and Health (NAOSH) Week

Mayor Bradley proclaimed the week of May 4-10, 2014 as North American Occupational Safety and Health Week and May 7 as Occupational Safety and Health Professionals Day. Amber Sperlich, Public Relations Chair of the Central Florida Chapter of American Society of Safety Engineers was present to accept the proclamation.

g. 2014 Board Appointments

Board of Adjustment: Reappointment of Ann Higbie and John Simpson (2014-2017); Patrice Shirer (from alternate to replace Bruce Becker 2014-2017); appointment of Cynthia Strollo to replace Lucy Morse (2014-2017); and appointment of Brian Mills as the alternate member (2014-2017).

Motion made by Mayor Bradley to accept the BOA appointments, seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Code Enforcement Board: Reappointment of Jennifer Frank, Brian Kracht and Chris Tabor (2014-2017); and appointment of James Boswell as the alternate (2014-2017)

Motion made by Mayor Bradley to accept the CEB appointments, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

CRA Advisory Board: Reappointment of Daniel Butts (2014-2017); appointment of Woody Woodall to replace Paul Saint-Pierre who resigned (2014-2017); and appointment of Lance Decuir as the alternate (2014-2015) to replace Max Reimer who resigned.

Motion made by Mayor Bradley to accept the CRA Advisory Board appointments, seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Construction Board of Adjustment and Appeals: Reappointments of Eddie Cox, Joe Fisher and Rodney Kincaid (2014-2017).

Motion made by Mayor Bradley to accept the Construction BOA and Appeals appointments, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Economic Development Advisory Board: Reappointment of Owen Beitsch and John Gill (2014-2017).

Motion made by Mayor Bradley to accept the EDAB appointments, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Ethics Board: Reappointment of Gene Randall (2014-2017), appointment of Stephanie Leonard from alternate (2014-2017) and Laura Cuty-Ruiz as the alternate (2014-2015).

Motion made by Mayor Bradley to accept the Ethics Board appointments, seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Historic Preservation Board: Reappointment of Genean McKinnon (2014-2017); appointment of Louise Sprimont from alternate to replace Kristi Underwood (2014-2016), appointment of Barbara DeVane to replace William Wilson (2014-2015), and appointment of Phil Wood as the alternate (2014-2016).

Motion made by Mayor Bradley to accept the HPB appointments, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Keep Winter Park Beautiful and Sustainable Board: Reappointment of Mary Dipboye, Stephen Pategas, Patricia Schoknecht and Laura Walda (2014-2017); appointment of Mark Roush from alternate to replace James Robinson (2014-2016), and appointments of Bruce Thomas to replace Lucy Roberts (2014-2017), Fred Kosiewski to replace John Rife (2014-2017), Cathy Blanton to replace Kent Tse (2014-2015), John Tapp to replace Kimberly Roberts (2014-2015) and Steven DiClemente as alternate (2014-2016).

Motion made by Mayor Bradley to accept the KWPB&S Board appointments, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Lakes and Waterways Board: Reappointment of James Barnes and Nora Miller (2014-2017); appointment of Geoff Bedine to replace Jesse Graham (2014-2017); and appointment of Amy M. Byrd as the alternate to replace Mike Whiting (2014-2015).

Motion made by Mayor Bradley to accept the L&W Board appointments, seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Parks and Recreation Advisory Board: Reappointment of Janet Atkins and Marni Spence (2014-2017); appointment of Julio deArcos from alternate to replace Woody Woodall (2014-2017); appointment of Carl Creasman to replace Fred Jones (2014-2017); and appointment of Taylor Sacha as the alternate (2014-2015).

Motion made by Mayor Bradley to accept the P&R Board appointments, seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Pedestrian and Bicycle Advisory Board: Reappointment of Jill Hamilton Buss (2014-2017); appointment of David Erne from alternate to replace Whit Blanton (2014-2017); and Terry Bangs as the alternate (2014-2015).

Motion made by Mayor Bradley to accept the P&B Board appointments, seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Planning and Zoning Board: Reappointment of Peter Gottfried, James Johnson, Thomas Sacha and Randall Slocum (2014-2017).

Motion made by Mayor Bradley to accept the P&Z appointments, seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Tree Preservation Board: Reappointment of Anthony Gray (2014-2017); appointment of Jeffrey Berger to replace Phil Eschbach (2014-2017); appointment of John Simpson (representing the BOA); and appointment of Janet Atkins (representing P&R Board) (2014-2017).

Motion made by Mayor Bradley to accept the TPB appointments, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Utilities Advisory Board: Appointment of Richard James from alternate to replace Gregory Siedel (2014-2017); appointment of Jennifer W. Lyons to replace Mike Whiting (2014-2017) and appointment of Cheryl Forney as alternate (2014-2017).

Motion made by Mayor Bradley to accept the UAB appointments, seconded by Commissioner Leary and carried unanimously with a 5-0 vote.

Winter Park Firefighter's Pension Board: Reappointment of Anthony (Tony) Gray and Mike Clifford (2014-2016).

Motion made by Mayor Bradley to accept the FF Pension Board appointments, seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Winter Park Police Officer's Pension Board: Reappointment of Mike Broschart and Sgt. Rafael Berrios (2014-2016).

Motion made by Mayor Bradley to accept the PD Pension Board appointments, seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.

Miscellaneous Items

Mayor Bradley congratulated staff member Caleena Shirley for achieving her Bachelor of Arts Degree – Environmental Studies & Civic Urbanism, Cum Laude from Rollins College this past weekend.

Mayor Bradley thanked City staff for the beautiful SunRail open house celebration that was held on April 30.

City Manager's Report

City Manager Knight reminded everyone that the May 26 Commission meeting has been cancelled and on June 9 at 2:00 p.m. a Library work session will be held prior to the regular Commission meeting.

City Attorney's Report: No items.

Non-Action Item:

a. Financial Report – March 2014

Finance Director Wes Hamil summarized the March 2014 Financial Report and answered questions. **Motion made by Commissioner Sprinkel to accept the financial report as presented; seconded by Commissioner Leary.** No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Consent Agenda

- a. Approve the minutes of April 28, 2014.
- b. Approve the following contracts:
 - 1. Authorize the Mayor to execute Contract No. RFQ-9-2014 and subsequent purchase order with Tripp Contracting Construction for the purchase and installation of the Shady Park pavilion.
 - 2. Piggybacking City of Eustis Contract No. 001-10 with Odyssey Manufacturing Company for 12.5% sodium hypochlorite for water and wastewater treatment facilities; and authorize the Mayor to execute the piggyback contract and subsequent blanket purchase orders.
 - 3. Renewal with Florida Bridge & Transportation, Inc. for RFQ-2-2012, Amendment 2 Continuing Contracts for Professional, Architectural &

- Engineering Services (Structural Engineering); and authorize the Mayor to execute Amendment 2.
4. Renewal with Base Consultants, P.A. for RFQ-2-2012, Amendment 2, Continuing Contracts for Professional, Architectural & Engineering Services (Structural Engineering); and authorize the Mayor to execute Amendment 2.
 5. Renewal with Universal Engineering Services for RFQ-2-2012, Amendment 2 Continuing Contracts for Professional, Architectural & Engineering Services (Environmental Services); and authorize the Mayor to execute Amendment 2.
 6. Renewal with Davey Tree Expert Company for ITN-6-2013, Amendment 1, Continuing Service Contract for Utility Vegetation Management; and authorize the Mayor to execute Amendment 1.
- c. Approve the lease agreement with National Railroad Passenger Corporation (Amtrak) for occupation of the new Winter Park train station located at 148 W. Morse Boulevard. – **PULLED FOR DISCUSSION – SEE BELOW**

Motion made by Commissioner McMacken to approve Consent Agenda items 'a' and 'b.1-6'; seconded by Commissioner Sprinkel. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Consent Agenda item 'c' - Approve the lease agreement with National Railroad Passenger Corporation (Amtrak) for occupation of the new Winter Park train station located at 148 W. Morse Boulevard.

Upon an inquiry by Commissioner McMacken, City Manager Knight advised that the lease agreement was recently signed off by Amtrak and demolition is tentatively scheduled for June 2, 2014.

Motion made by Commissioner McMacken to approve Consent Agenda item 'c'; seconded by Commissioner Sprinkel. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Action Items Requiring Discussion: No items.

PUBLIC HEARINGS:

- a. Request of Benjamin Partners, LTD and the Sydgan Corporation representing Bubbalous, Inc. on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction with the Ravaudage Planned Development:

Attorney Brown read both ordinances by title.

ORDINANCE NO. 2956-14: 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 CHANGE THE FUTURE LAND USE DESIGNATIONS OF COMMERCIAL AND LOW DENSITY RESIDENTIAL TO

PLANNED DEVELOPMENT FUTURE LAND USE ON THE PROPERTIES AT 970/1000/1008 AND 1306 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

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

ORDINANCE NO. 2957-14: 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 CHANGE THE COMMERCIAL (C-3) AND LOW DENSITY RESIDENTIAL (R-2) DISTRICT DESIGNATIONS TO PLANNED DEVELOPMENT (PD-2) DISTRICT ZONING ON THE PROPERTIES AT 970/1000/1008 AND 1306 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

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

- b. ORDINANCE NO. 2958-14: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES; CREATING A DEFINITION OF "CENTER STREET CORRIDOR"; AMENDING THE DEFINITIONS OF "COMMERCIAL CONTAINER", "REFUSE CAN" AND "REFUSE CART"; AMENDING SECTION 82-2, SCHEDULE OF CIVIL PENALTIES; AMENDING SECTION 82-3 AND 82-6, REGARDING ENFORCEMENT OF VIOLATIONS; REPEALING SECTIONS 82-4 AND 82-5; AMENDING SECTION 82-32, PREPARATION OF REFUSE; AMENDING SECTION 82-33, DIRECTING PLACEMENT OF COMMERCIAL CONTAINERS; AMENDING SECTION 82-35, REFUSE CARTS; AMENDING SECTION 82-36, POINTS OF COLLECTION; AMENDING SECTION 82-37, FREQUENCY OF COLLECTION; AMENDING SECTION 82-40, PROVIDING A REMEDY FOR NONPAYMENT OF FEES; REPLACING "DIRECTOR OF PUBLIC WORKS" WITH "CITY MANAGER OR HIS DESIGNEE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. **Motion made by Commissioner Sprinkel to adopt the ordinance; 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 unanimously with a 5-0 vote.**

A recess was taken from 4:49 p.m. to 5:00 p.m.

Public Comment (5:00 p.m.)

Linda Walker Chappel, 794 Comstock Avenue, urged the City to abide by the ordinance which governs the days/time for garbage collection/service pickup.

Pat McDonald, 2348 Summerfield Road, referenced an Orlando Sentinel newspaper article regarding funding for the baseball project and asked for clarification. Mayor Bradley advised that this topic will be discussed under Public Hearing item 'd'.

- c. RESOLUTION NO. 2140-14: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, COMMUNICATING ITS SUPPORT OF AN EXTENSION OF LEE ROAD EAST OF US 17-92 AND TURNING SOUTH TO INTERSECT WITH WEBSTER AVENUE; AUTHORIZING THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

Attorney Brown read the ordinance by title.

Public Works Director Troy Attaway explained that in 2004, FDOT completed a Project Development and Environmental (PD&E) report for improvements including the extension of Lee Road east of US 17-92 to Denning Drive in an effort to relieve congestion at the Webster Avenue/US 17-92 and Lee Road/US 17-92 intersections, primarily resulting from the large volume of left hand turning vehicles. This report was presented and approved by the Commission on May 24, 2004.

It was noted during the February 24, 2014 Commission meeting that the original Lee Road extension project is currently ranked #10 on MetroPlan Orlando's project list which is scheduled to be funded around 2018. As a result of the current developer wanting access to the traffic light at Lee Road for the proposed redevelopment of the Winter Park Corporate Square property, FDOT asked the developer to forward fund his project and go ahead with the street cut through now as part of his development; otherwise, he will not have access to this traffic light. In an effort to move things forward, the developer submitted to the City a copy of their traffic study report. In turn, the City hired traffic consultant CES, Inc. to review these alignments in light of the proposed development and provide recommendations.

On April 29, 2014, the City and the developer held a public workshop for the purpose of showing the proposed Lee Road Extension alternatives and gaining valuable public input. Over 100 participants attended and the City garnered 49 written comments, with a majority favoring the "Alignment B" option.

On May 5, 2014, a City Commission work session was held whereby staff presented the three different alignment options for feedback and direction. A majority of the Commission favored the "Alignment B" option and requested that this item be added to the May 12 agenda for consideration.

Motion made by Commissioner Leary to adopt the resolution; seconded by Commissioner Sprinkel.

The following spoke in favor:

Joe Terranova, 151 N. Virginia Avenue
Daniel Assael, 1144 Park Green Place
Toni Assael, 1144 Park Green Place

The following spoke in opposition

Steve Goldman, 2009 Venetian Way
Mary Daniel, 650 Canton Avenue
Randall Slocum, 1162 N. New York Avenue
Jeffrey Blydenburgh, 204 Genius Drive
Mary Randall, 1000 S. Kentucky Avenue
Lurlene Fletcher, 811 English Court
Marilyn Miller, 1631 Diana Drive
Rosalie Levy, 850 Juanita Rael
Linda Walker Chappel, 794 Comstock Avenue
Donna Colado, 327 Beloit Avenue
Pat McDonald, 2348 Summerfield Road
Barry Greenstein, 2348 Summerfield Road

Mr. Attaway addressed concerns related to alternative solutions to improve traffic flow rather than moving forward with the Alternative "B" option. He explained that the City is coordinating with the developer to possibly install an adaptive traffic control device at this location in an effort to help regulate the traffic flow.

Discussion ensued regarding the potential cut through traffic impacts and the pros and cons associated with FDOT's preferred alignment (as referenced in the 2004 FDOT study which shows Lee Road extending east along the Cherokee Avenue right-of-way then curving northward to a reconfigured Denning/Solana intersection using the school board property) versus the City's preferred Alignment "B" option.

For clarification purposes as to why this proposed alignment is being considered, it was explained that FDOT has asked the City to adopt a resolution in support of an alignment; whether it be FDOT's preferred choice or another alternative alignment. Therefore, staff and the Commission felt that it would be in the City's best interest to support the "Alignment B" option which is more acceptable/suitable to our community.

Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

- d. RESOLUTION NO. 2141-14: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; APPROVING AN UPDATE TO THE REDEVELOPMENT PLAN OF THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, CONTINGENT UPON APPROVAL OF A TIME EXTENSION BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS, CONSISTENT WITH SECTIONS 163.361 AND 163.362, FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Brown read the ordinance by title.

Motion made by Commissioner Leary to adopt the resolution; seconded by Commissioner Sprinkel.

City Manager Knight explained that the attached Resolution is a request to Orange County to extend the CRA for a period of five years for the purpose of funding a portion of a baseball stadium that accommodates Rollins College and minor league baseball. If approved by the City it will be forwarded to the County for their consideration; if approved by the County, the extension would only happen if the stadium is approved and constructed. If the stadium is not ultimately approved by the City or any of the other partners or if any of the funding sources do not come to fruition and the stadium cannot be built, the extension of the CRA would not happen and those future funds would not flow to the City's CRA.

City Manager Knight answered questions and provided a brief summarization of the project and the potential funding sources including the new market tax credit program and incentives.

The following spoke in favor:

Joe Terranova, 151 N. Virginia Avenue

The following spoke in opposition:

Lee Van Valkenburgh, 565 Huntington Avenue

Steve Goldman, 2009 Venetian Way

Mary Randall, 1000 S. Kentucky Avenue

Anna Goldsmith, 2057 Venetian Way

Linda Walker Chappel, 794 Comstock Avenue

Linda Eriksson, 535 N. Interlachen

Joan Cason, 1915 Woodcrest Avenue

Melanie Love, 2009 Venetian Way

Martha McHenry, 530 Clarendon Avenue

Rod Sward, 292 Sylvan Boulevard

Commissioner Cooper voiced her opposition by sharing concerns regarding the potential traffic constraints due to the stadium being constructed in the City's core area, the ongoing maintenance costs for the parking garage and that no additional City tax base or TIFF revenues would be created.

Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

City Commission Reports:

a. Commissioner Leary

Commissioner Leary mentioned that last week the First United Methodist Church held a special retirement celebration in honor of Ella Swanson.

Commissioner Leary congratulated the Lake Island Boy's Lacrosse Team for winning the state championship.

Commissioner Leary addressed the April 28 meeting regarding the discussion pertaining to Public Hearing item 11c (amending the Comprehensive Plan for Planned Development Future Land Use Designations). He asked for support to place the item on the next agenda for discussion/reconsideration whereby a majority agreed.

Commissioner Leary provided a brief summary regarding the new Real ID law and asked staff to post information on the website in an effort to educate the citizens.

b. Commissioner Sprinkel

Commissioner Sprinkel announced that this Friday is the dedication ceremony for the new Brookshire Elementary School and Saturday is the Farmers Market 35th Year celebration event.

Commissioner Sprinkel thanked Mayor Bradley for representing the City at the Mayor's luncheon event last week.

Commissioner Sprinkel noted that she attended the Park Avenue Area Association meeting this past week and is looking forward to attending the League of Women's Voters meeting this week.

Commissioner Sprinkel addressed the April 28 meeting discussion regarding Public Hearing item 11b (vacating and abandoning a portion of Loren Avenue within the Ravaudage Planned Development). There were several citizens that spoke in opposition. She asked for support to place the item on the next agenda for discussion/reconsideration whereby a majority agreed.

c. Commissioner Cooper

Commissioner Cooper spoke about traffic circulation in and around Winter Park and asked for support to establish a task force. A majority agreed that they should first

allow staff to present their findings and then they can determine whether or not a task force is needed.

Commissioner Cooper requested that a list of all current City design guidelines and plans be provided to her. City Manager Knight acknowledged.

Commissioner Cooper said the Historical Association Grand Opening celebration was a wonderful event.

d. Commissioner McMacken

Upon request, Attorney Brown responded to Commissioner McMacken's inquiry as to whether or not public hearings must be heard after 5:00 p.m.

e. Mayor Bradley

Upon request, Building Director George Wiggins responded to Mayor Bradley's inquiry by advising that per City Code, new board members are seated at the first meeting following May 31.

The meeting adjourned at 7:28 p.m.

ATTEST:

Mayor Kenneth W. Bradley

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	June 9, 2014
prepared by department division	Purchasing Division	approved by	☒ City Manager ☐ City Attorney ☐ N A
board approval		☐ yes ☐ no ☒ N A	final vote

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
1.	Ten-8 Fire Equipment, Inc.	Piggyback Contract for Fire Equipment and Supplies	Total expenditure included in approved FY14 budget.	Commission approve piggybacking Lake County Contract No. 12-0806O to Ten-8 Fire Equipment, Inc. and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order
The current contract term renewal expires June 30, 2015. The Blanket Purchase Order will expire September 30, 2014.				
2.	Winfield Solutions, LLC	Piggybacking for Various Herbicides and Related Adjuvants (6000000579)	Contract for as needed materials, within approved project budget.	Commissions approves piggybacking the South Florida Water Management District Contract # 6000000579 and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order
The City Commission approved piggybacking the South Florida Water Management District (SFWMD) contract on August 12, 2013. The current contract term renewal expires June 30, 2015. The Blanket Purchase Order will expire on September 30, 2014.				
3.	Fischer Scientific Company, LLC	Piggyback Contract for Fire Equipment and Supplies	Total expenditure included in approved FY14 budget.	Commission approve piggybacking Lake County Contract No. 12-0806H to Fischer Scientific Company, Inc. and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order
The current contract term renewal expires June 30, 2015. The Blanket Purchase Order will expire September 30, 2014.				
4.	Florida Municipal Power Agency (FMPA)	Piggybacking for Thermal/Infrared Imaging Services	Total expenditure included in approved FY14 budget.	Commission approve piggybacking FMPA Contract to Brady Infrared Inspections, Inc. and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order

The current contract term renewal expires July 7, 2015. The Blanket Purchase Order will expire September 30, 2014.				
5.	The Home Depot	Piggyback Contract for MRO Commodities and Related Services	Total expenditure included in approved FY14 budget.	Commission approve piggybacking Maricopa County Contract No. 11019 to The Home Depot and authorize the Mayor to execute the Piggyback Contract and subsequent Blanket Purchase Order
The current contract term renewal expires July 31, 2017. The Blanket Purchase Order will expire September 30, 2014.				

Contracts

6.	Designers' Press, Inc.	Amendment 4 for RFP-12-2012 Contract for Printing and Mailing Services	Total expenditure included in approved FY14 budget.	Commission approve contract renewal with Designers' Press, Inc. and authorize the Mayor to execute Amendment 4 and a subsequent Blanket Purchase Order
The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to Designers' Press, Inc. on July 9, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire July 22, 2015.				
7.	International Press	Amendment 4 for RFP-12-2012 Contract for Printing and Mailing Services	Total expenditure included in approved FY14 budget.	Commission approve contract renewal with International Press, Inc. and authorize the Mayor to execute Amendment 4 and a subsequent Blanket Purchase Order
The City utilized a formal solicitation process to award this contract. The City Commission approved contract award to International Press on July 9, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five (5) years in total. The current contract term will expire July 22, 2015.				

Formal Solicitations

8.	Bailey's Coffee Service, Inc.	IFB-2-2014 Coffee & Water Services – (Coffee Machines & Products/Service for Designated Areas)	Total Amount included in FY14 budget.	Commission approve award to Bailey's Coffee Service, Inc. and authorize the Mayor to execute contract.
The City utilized a formal solicitation process to award this contract. A total of two (2) bids were received, Bailey's Coffee Service, Inc. is the lowest bidder.				



city commission public hearing

item type	Public Hearing	meeting date	June 9, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	☒ City Manager ☐ City Attorney ☐ N/A
board approval	Planning and Zoning Board	☒ yes ☐ no ☐ N/A	4-1 final vote

Subject: Request related to the Whole Foods project for Commercial future land use and C-3 Zoning on the property at 967 Cherokee Avenue and to vacate portions of streets for the proposed Whole Foods project.

These requests by the UP Fieldgate US Investments – Winter Park LLC relate to the Conditional Use request for the Whole Foods project, which is the redevelopment of the properties at 1000 N. Orlando Avenue and 1160 Galloway Drive (former Corporate Square offices); 1050 N. Orlando Avenue (former Winter Park Dodge) and 967 Cherokee Avenue (overflow Holler Hyundai parking lot). The Conditional Use (approval of the project) portion was Tabled by the P&Z Board to be reheard on June 3rd by P&Z and then on June 23rd by the City Commission.

These Ordinances were recommended for adoption by P&Z so that the first reading could be done on June 9th and then the Conditional Use (project approval) could be heard by the City Commission on June 23rd along with the second readings of these Ordinances.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the request to change the future land use designation from medium density multi-family residential to commercial future land use on the property at 967 Cherokee avenue. Motion carried with a 4-1 vote. Mr. Slocum voted against the motion.

Motion made by Mr. Sacha, seconded by Mr. R. Johnston to approve the request to as to change the zoning from Medium Density Multi-Family Residential (R-3) district to Commercial (C-3) district zoning on the property at 967 Cherokee Avenue. Motion carried with a 4-1 vote. Mr. Slocum voted against the motion.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the request to vacate and abandon portions of the public rights-of-way of Friends Avenue and Galloway Drive. Motion carried unanimously with a 5-0.

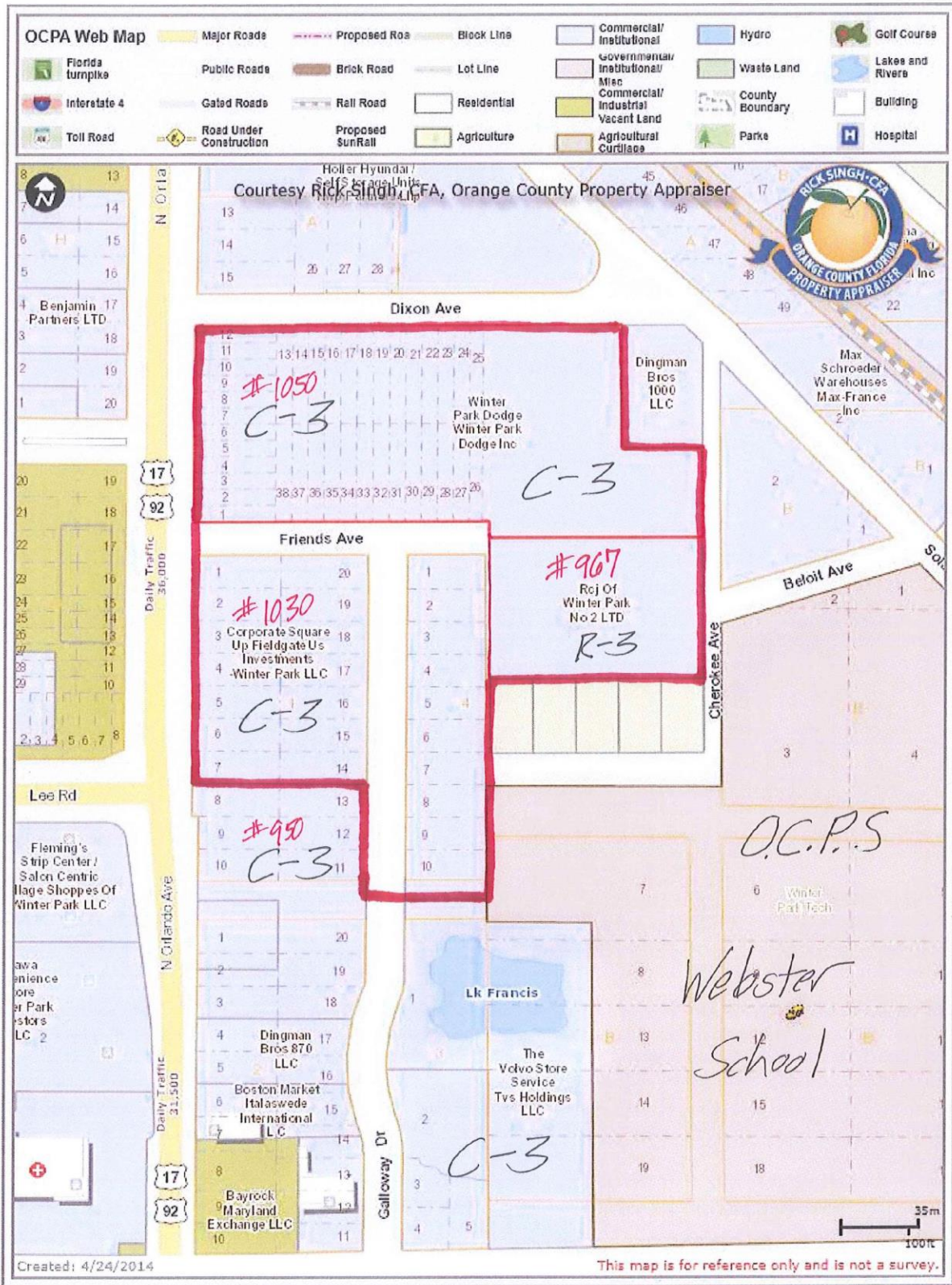
Motion made by Mr. Weldon, seconded by Mr. Sacha to table the conditional use request until the June 6, 2014 Planning and Zoning Board meeting. Motion carried unanimously with a 5-0 vote.

Summary:

All of the property for the Whole Foods project is designated and zoned Commercial (C-3) except for the 967 Cherokee Avenue property which is designated and zoned Multi-Family (R-3). More than 20+ years ago, that property was granted a conditional use to be used as Holler Dodge overflow car inventory parking and then it transitioned upon sale of the Dodge dealership to be used for Holler Hyundai overflow car inventory. As such, it has been utilized in a quasi-commercial nature and thus the rezoning from R-3 to commercial (C-3) does not displace any residential usage.

The Whole Foods project also combines and assembles these properties and requires the vacating and abandonment of the portions of public right-of-ways of Galloway Drive and Friends Avenue that are within and interior to this assemblage. The city staff has no objection to the vacating of the portions of these roads within the project.

The Planning and Zoning Board agreed to move these items forward while the project plans were further refined and brought back to P&Z on June 3rd.



Site Plan Addressing City Concerns



- Front Buildings – Rotated or Flipped
- Architectural Facades – 3 and 4 Sides
- Gallaway Drive Live Oaks - Saved
- Signs - Monument Type
- Pedestrian Access
- R-3 Buffer
- Safe Delivery Truck Access
- Dedicated Parking for LEV & Car Pooling Vehicles
- Electric Car Charging Stations
- Potential Rain Reclamation & Solar Facilities
- Outside Eating Area
- Gateway View – Mills Approach +

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE TO COMMERCIAL ON THE PROPERTY AT 967 CHEROKEE AVENUE, 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, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the owner of a property on Cherokee Avenue, as petitioner for a future land use amendment, is desirous of amending the future land use designation from Medium Density Multi-Family Residential to Commercial; and

WHEREAS, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the 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 6, 2014, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on June 9, 2014 and June 23, 2014 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. Future Land Use Map Amendment. 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 from Medium Density Multi-Family Residential to Commercial on the property at 967 Cherokee Avenue, more particularly described as follows:

BEG 330 FT S & 450 FT W OF NE COR OF SE 1/4 OF NE 1/4 RUN S 330 FT W 330 FT N 330 FT E 330 FT (LESS S 114 FT) IN SEC 01-22-29

SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment 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 _____, 2014.

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 COMMERCIAL (C-3) DISTRICT ZONING ON THE PROPERTY AT 967 CHEROKEE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owner of a property at 967 Cherokee Avenue has requested a Zoning map amendment consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their May 6, 2014 meeting; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation from Medium Density Multi-Family (R-3) District to Commercial (C-3) District on the property at 967 Cherokee Avenue, more particularly described as follows:

BEG 330 FT S & 450 FT W OF NE COR OF SE 1/4 OF NE 1/4 RUN S 330 FT W 330 FT N 330 FT E 330 FT (LESS S 114 FT) IN SEC 01-22-29

Parcel ID# 01-22-29-0000-00-016

.

SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2014.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE PORTIONS OF GALLOWAY DRIVE AND FRIENDS AVENUE WITHIN THE PROPOSED WHOLE FOODS DEVELOPMENT PROJECT, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission desires to foster the development of the Whole Foods development project encompassing the properties at 1000 N. Orlando Avenue and 1160 Galloway Drive (former Corporate Square offices); 1050 N. Orlando Avenue (former Winter Park Dodge) and 967 Cherokee Avenue (overflow Holler Hyundai parking lot), so that an alternate mobility system can be developed to better serve the economic growth of this area, and

WHEREAS, this Ordinance meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to abutting property owners 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 city public works department has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Ordinance and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law.

NOW, THEREFORE, BE IT ENACTED as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Galloway Drive (as renamed from Elah Street on the plat) lying north of, per the plat of Havilah Park as recorded in Plat Book "Q", Page 144, Public Records of Orange County, Florida.

Section 2. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Friends Avenue lying east of the east right-of-way line of Orlando Avenue which is south of Lots 1, 26-38, per the plat of Allandale Park as recorded in Plat Book "N", Page 7 and north of Blocks 1 & 4 per the plat of Havilah Park as recorded in Plat Book "Q", Page 144, Public Records of Orange County, Florida.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its passage and adoption and recorded in the Public Records of Orange County.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, on the _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk



city commission public hearing

item type	Public Hearing	meeting date	June 9, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	☒ City Manager ☐ City Attorney ☐ N/A
board approval	Planning and Zoning Board	☒ yes ☐ no ☐ N/A	5-0 final vote

Subject: Request for Multi-Family future land use and R-3 Zoning on the properties at the northeast corner of Michigan and Schultz Avenues.

This item is the request by 1776 Real Estate Advisors LLC, who have a contract to purchase (contingent upon rezoning) the vacant 0.94 acres on the northeast corner of Schultz and Michigan Avenues.

The entire vacant property is 310 feet along Michigan Avenue and 131.5 feet along Schultz Avenue and is 40,765 sq. ft. (0.94 acres). The eastern 100 feet (0.30 acres) is zoned R-3 and the western 200 feet (0.64 acres) is zoned R-2. That western 200 feet (0.64 acres) is what is requested to be rezoned from R-3 to R-2 along with the companion future land use change. There also is 10 feet of commercial property on the furthest eastern end that is changing from Commercial (C-3) to Multi-family (R-3).

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the request to change the future land use map designation from low density residential to medium density multi-family residential future land use on the 0.64 acres of vacant property at the northeast corner of Schultz and Michigan avenues. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Slocum to change the zoning from Low Density Residential (R-2) district to Medium Density Multi-Family Residential (R-3) district on the 0.64 acres of vacant property at the northeast corner of Schultz and Michigan avenues. Motion carried unanimously with a 5-0 vote.

Summary:

The R-3 zoning allows 17 units per acre and the R-2 zoning allows 10 units per acre. On this combined blended zoning site, that would entitle the owners to 11 units. The site plan presented shows a proposed project of 12 total units. Thus, the request is just marginally more than what could be built under the existing zoning.

The R-3 zoning allows a maximum 110% FAR and the R-2 zoning allows a maximum 55% FAR. On this blended zoning site that would entitle the owners to 23,523 square feet of total building living and garage space. The site plan presented shows approximately the potential for 36,000 square feet as 12 units of 3,000 square feet each inclusive of garage space. That is a floor area ratio of 88% midway between the R-2 and R-3 FAR.

Neighborhood Zoning Background:

All of these blocks of Michigan, Miller, Indiana and Harmon Avenues have commercial zoning along the eastern half of the blocks that front on Orlando Avenue and then R-2 zoning as a transition into the R-2 neighborhood streets west of Schultz Avenue.

These R-2 sections of Michigan, Miller, Indiana and Harmon Avenues are comprised of older 1960's duplexes and newer townhome development. There is a very nice, six unit townhouse project built in 1990 on the corner of Harmon and Schultz Avenues, built to R-2 standards, that fits in well with the neighborhood, across the street from Orwin Manor.

The more recent townhouse project, built in 2004, that has been very well received is the Townhouses at Harper Place. This is the 21 unit project along Schultz Avenue between Miller and Indiana Avenues. These are 21 units of about 2,400 square feet living area and garage that have sold for \$300,000-\$400,000. That property was also similar to the applicant's property in that it was also a blended site with a portion of the site with R-3 entitlements and a portion with R-2 zoning. The resultant Harper Place townhouse project is at a density of one unit for each 3,000 square feet of land. If one applied that formula of density to this request it would allow 13 units versus the 12 requested so they are very similar in residential unit density. The total project is at a floor area ratio of approximately 80%.

Staff Analysis of the Applicant's Requests:

The Development Plan presented to the City does not fully utilize all of the development potential of the R-3 code. For example, once all this property is zoned R-3 it would allow 16 units versus the 12 units shown. Also while the Development Plan shows two story units, the Code would allow 2 ½ story units. The proposed two story townhouse project with two car garages depicted on the Development Plan is a total of 36,000 square feet, the R-3 zoning would potentially allow a 16 unit apartment project of up to 45,000 square feet of building area with a surface outdoor parking lot around a single building. As the applicants may develop this project or may flip the property to others with different plans, the applicant and staff have agreed upon voluntary limitations to be imposed on the R-3 zoning as to scale and character.

The applicant has agreed (in the attached email) to accept the limitations of 12 units; two stories and 36,000 square feet. These terms have then been formalized in a Development Agreement (approved by the City Attorney) and referenced within the text of the Zoning Ordinance.

Staff believes that just as the Townhomes at Harper Place have fit in nicely with the scale and character of the neighborhood, this project also, within these limitations will also blend in very well with the surrounding area. This project is just about the same residential density in terms of units/acre, it is similar as a two story product and similar in total floor area ratio.

Jeffrey Briggs

From: Michael O'Shaughnessy <44@MichaelOShaughnessy.com>
Sent: Friday, April 25, 2014 3:07 PM
To: Jeffrey Briggs
Cc: Randall Glidden; paulfbryan@mindspring.com; John Cunningham; Michael O'Shaughnessy; Larry Adams; Tom Bledsoe; Michael O'Shaughnessy
Subject: Michigan
Attachments: 1776 - Michigan & Schultz MO EditsV2 2014-04-25.docx

Jeff,

Thank you for working with us on the Michigan & Shultz property and helping us come to a mutually workable solution, with respect to our rezoning application. We appreciate your and staff feedback.

We have reviewed the suggested Agreement that you sent to Randall. It looks good, with a few minor revisions. I have attached the revised document (nothing substantive), for you to take a look. I think that you will be fine with the changes, but let me know if we need to discuss.

I am confirming with this email that the terms of the Agreement are acceptable to me, as the applicant, for the R3 rezoning application regarding the Michigan & Shultz property, specifically:

- Rezone the property to R-3, with the Developer Agreement as a condition of rezoning
- Developer Agreement contains the following terms:
 - 2 story restriction
 - 12 units maximum
 - total square footage of 36,000 maximum [average 3,000 per unit, but unit sizes can vary]

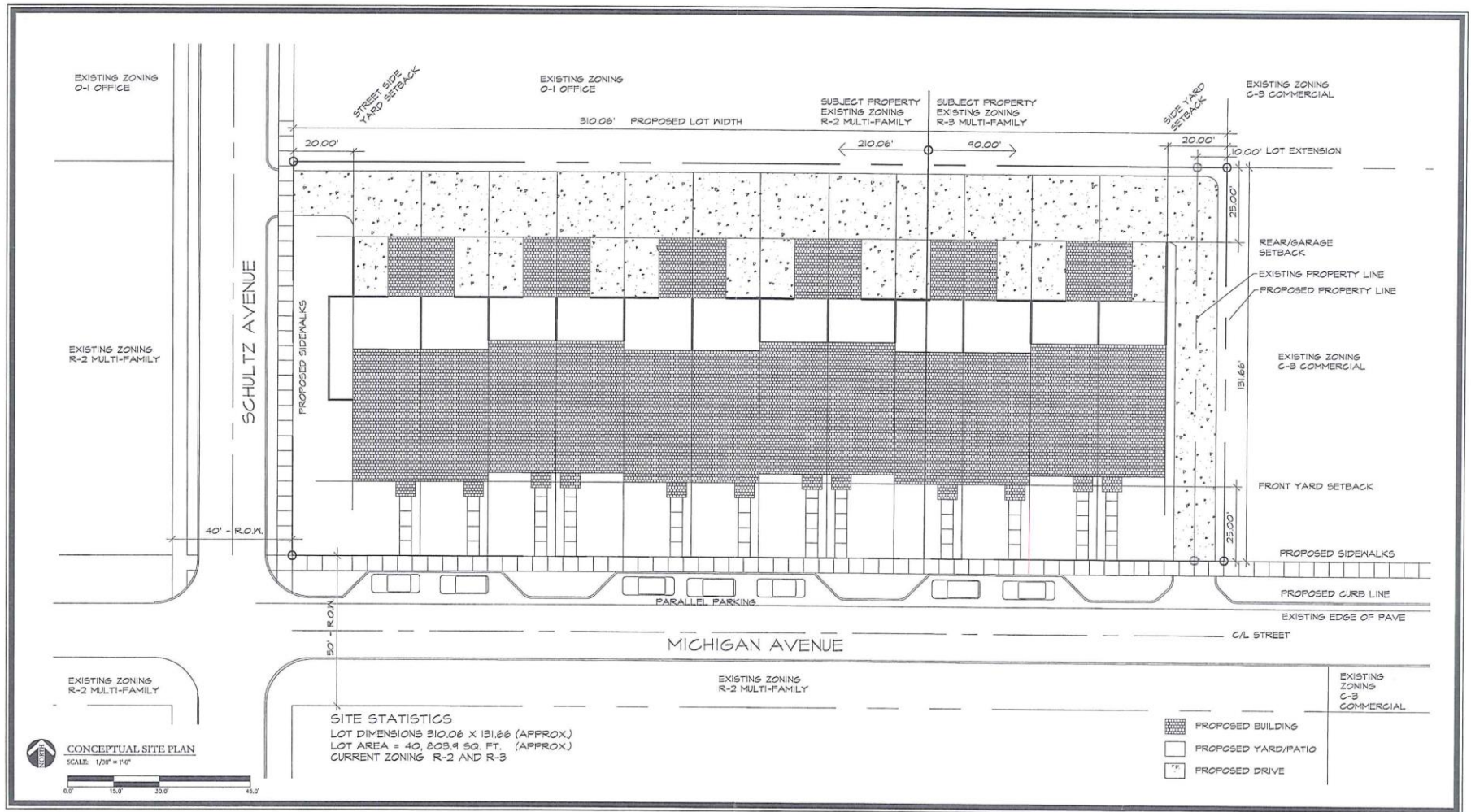
If you need further confirmation of my agreement, please advise and I can provide you with "formal" letter. Have a good weekend.

Michael



Have a great day!

Michael O'Shaughnessy
Michael O'Shaughnessy Inc.
Real Estate Brokers
"since 1986"
201 West Canton Ave #44



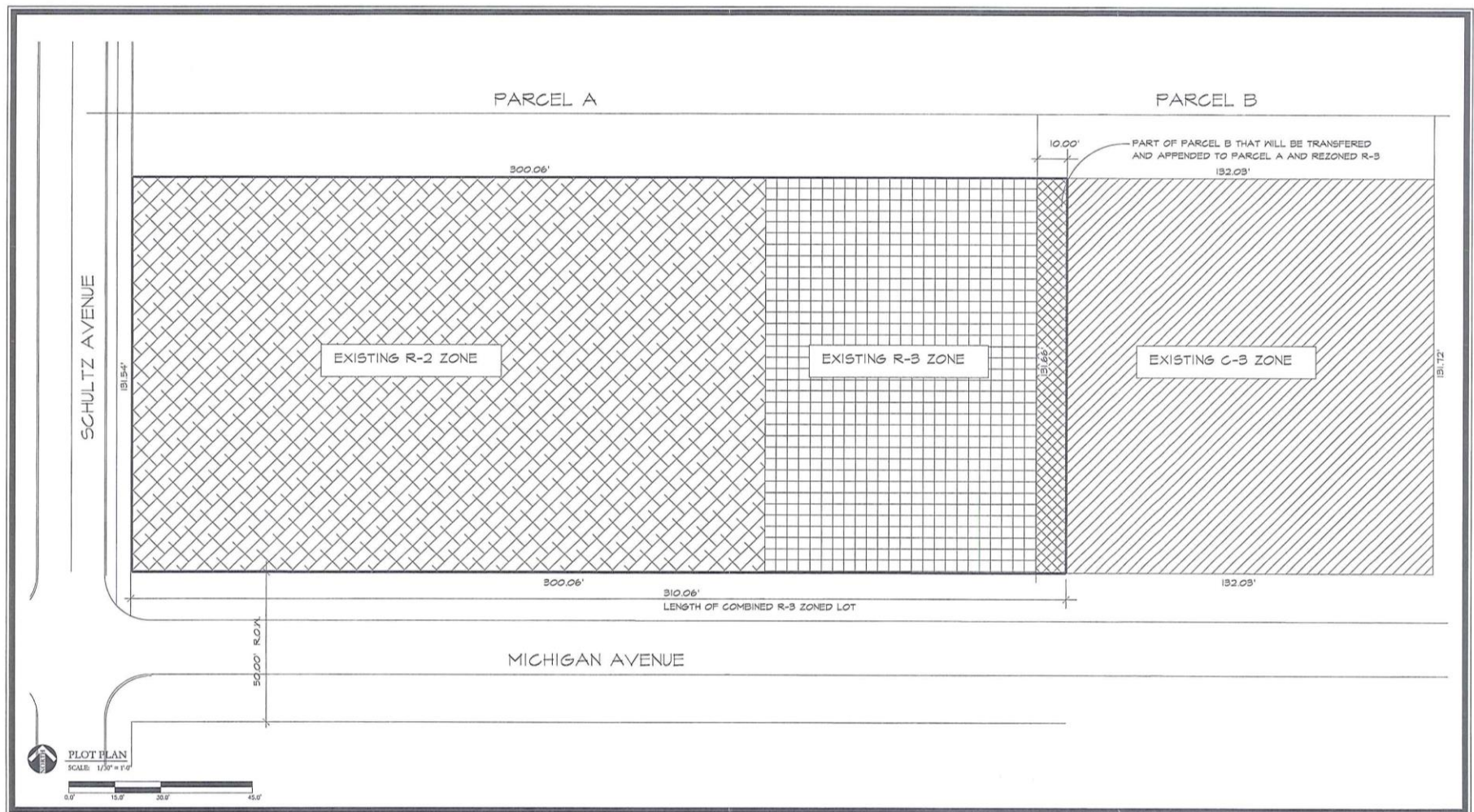
REZONING of LAND at the CORNER of MICHIGAN & SCHULTZ AVENUES.
Winter Park, Florida

APRIL 2, 2014



THIS REZONING SITE PLAN IS PROVIDED AS A CONCEPT TO ILLUSTRATE A PROPOSED APPLICATION OF ZONING AND POSSIBLE DEVELOPMENT OF THE SUBJECT PROPERTY. THE FINAL REZONING PLAN SHALL BE FORWARDED TO THE CITY OF WINTER PARK FOR A CONSIDERATION, FOR APPROVAL, BY THE LAND DEVELOPMENT CODE.

THIS REZONING SITE PLAN IS PROVIDED AS A CONCEPT TO ILLUSTRATE A PROPOSED APPLICATION OF ZONING AND POSSIBLE DEVELOPMENT OF THE SUBJECT PROPERTY. THE FINAL REZONING PLAN SHALL BE FORWARDED TO THE CITY OF WINTER PARK FOR A CONSIDERATION, FOR APPROVAL, BY THE LAND DEVELOPMENT CODE.



REZONING of LAND at the CORNER of MICHIGAN & SCHULTZ AVENUES.
 Winter Park, Florida

APRIL 2, 2014



THIS DOCUMENT AND PLAN IS PREPARED AS AN ADVICE TO ACCURACY A REZONING APPLICATION. IT DOES NOT, HOWEVER, GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED. THE USER OF THIS DOCUMENT AND PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER PARK FOR A COMPREHENSIVE USE APPROVAL FOR THE LAND DEVELOPMENT CASE.



CONCEPTUAL PHOTOS

REZONING of LAND at the CORNER of MICHIGAN & SCHULTZ AVENUES.
Winter Park, Florida

APRIL 2, 2014



THIS PRELIMINARY PLAN IS PRESENTED AS
AN EXHIBIT TO ACCOMPANY A REZONING
APPLICATION. IT DOES NOT REPRESENT
ANY COMMITMENT FOR THE FUTURE
DEVELOPMENT OF THE SUBJECT PROPERTY.
THE FINAL DEVELOPMENT PLAN SHALL BE
SUBMITTED TO THE CITY OF WINTER PARK
FOR A CONSIDERATION, THE APPROVAL FOR
THE SAME DEVELOPMENT PLAN.

THE DEVELOPER, LANDOWNER, ENGINEER, ARCHITECT,
AND ANY OTHER PERSONS OR FIRMS, SHALL BE
RESPONSIBLE FOR THE ACCURACY OF THE
INFORMATION AND DATA PROVIDED IN THIS
APPLICATION AND FOR THE ACCURACY OF THE
INFORMATION AND DATA PROVIDED IN THIS
APPLICATION.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE ON THE PROPERTY AT THE NORTHEAST CORNER OF MICHIGAN AND SCHULTZ AVENUES AND CHANGING THE WEST 10 FEET OF 1245 MICHIGAN AVENUE FROM COMMERCIAL TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE, 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, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the owner of a property on Michigan Avenue, as petitioner for a future land use amendment, is desirous of amending the future land use designation from Low Density Residential to Medium Density Multi-Family Residential; and

WHEREAS, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the 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 6, 2014, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on June 9, 2014 and June 23, 2014 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. Future Land Use Map Amendment. 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 from Low Density Residential to Medium Density Multi-Family Residential on the property at the northeast corner of Michigan and Schultz Avenues, more particularly described as follows:

The West 210 feet of Lot 2, Henkel's Addition to the Town of Winter Park subdivision as recorded in Plat Book "F", Page 1 of the Public Records of Orange County, Florida.

SECTION 2. Future Land Use Map Amendment. 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 from Commercial to Medium Density Multi-Family Residential on the west 10 feet of the property at 1245 Michigan Avenue, more particularly described as follows:

The East 10 feet of the West 310 feet of Lot 2, Henkel's Addition to the Town of Winter Park subdivision as recorded in Plat Book "F", Page 1 of the Public Records of Orange County, Florida.

SECTION 3. 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 4. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Effective Date. An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment 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 _____, 2014.

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 LOW DENSITY RESIDENTIAL (R-2) ZONING TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE PROPERTY AT THE NORTHWEST CORNER OF MICHIGAN AND SCHULTZ AVENUES AND CHANGING THE WEST 10 FEET OF 1245 MICHIGAN AVENUE FROM COMMERCIAL (C-3) TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owner of a property on Michigan and Schultz Avenues has requested a Zoning map amendment consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their May 6, 2014 meeting; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation from Low Density Residential (R-2) District to Medium Density Multi-Family (R-3) District on the property at northeast corner of Michigan and Schultz Avenues, subject to the implementation of a voluntary development agreement for the property providing for limitations on development potential. The property is more particularly described as follows:

The West 210 feet of Lot 2, Henkel's Addition to the Town of Winter Park subdivision as recorded in Plat Book "F", Page 1 of the Public Records of Orange County, Florida.

SECTION 2. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation from Commercial (C-3) District to Medium Density Multi-Family (R-3) District on the east 10 feet of the property at 1245 Michigan Avenue, subject to the implementation of a voluntary development agreement for the property providing for limitations on development potential. The property is more particularly described as follows:

The East 10 feet of the West 310 feet of Lot 2, Henkel's Addition to the Town of Winter Park subdivision as recorded in Plat Book "F", Page 1 of the Public Records of Orange County, Florida.

SECTION 3. 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 4. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2014.

Mayor

Attest:

City Clerk

Prepared by: Jeff Briggs
City of Winter Park, Florida
401 Park Avenue South
Winter Park, Florida 32789

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

VOLUNTARY COMMITMENT AGREEMENT
(MICHIGAN AND SHULTZ AVENUES)

THIS VOLUNTARY COMMITMENT AGREEMENT (“Agreement”) is made this __ day of _____, 2014, between the **CITY OF WINTER PARK, FLORIDA**, a Florida municipality (“City”), whose address is City Hall, 401 Park Avenue South, Winter Park, Florida 32789, and the **1776 REAL ESTATE ADVISORS, LLC**, A Florida limited liability company, (“Owner”) whose address is 201 West Canton Avenue, Suite 44, Winter Park, Florida 32789.

RECITALS

WHEREAS, the City and Owner desire to modify the City’s Comprehensive Plan future land use designation and zoning district designation for the property at the northeast corner of Michigan and Schultz Avenues, referred to as the “Property”, more particularly described as:

The West 310 feet of Lot 2, Henkel’s Addition to the Town of Winter Park subdivision as recorded in Plat Book “F”, Page 1 of the Public Records of Orange County, Florida.

and,

WHEREAS, the Owner has made a voluntary commitment for future redevelopment to occur within limitations as to residential density on the Property as are incorporated within this Agreement, and

WHEREAS, the Owner has further committed to these restrictions being recorded in the public records and running with title to the land.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **RESTRICTIONS TO DENSITY:** The Owner voluntarily agrees that future development on the Property shall not exceed two stories in height (35 feet), that the

maximum residential density shall be twelve (12) residential units, and that the cumulative maximum floor area density (floor area ratio) shall be no more than 36,000 square feet in total for all 12 units on the Property, as defined by the definition of floor area ratio within the City Zoning Code.

2. **BINDING EFFECT:** This Agreement shall be binding upon City and the Owner and their successors and assigns in interest and all other parties acquiring any interest in the Property, and shall inure to the benefit of the City, and shall be a covenant running with the land.
3. **AUTHORITY:** Each party 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 or followed, as the case may be, and that upon execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
5. **SEVERABILITY:** If any provisions of this Agreement are found to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect.
6. **RECITATIONS:** The Recitals are hereby incorporated as if fully set forth herein.
7. **THIRD PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than the City and Owner and has no third-party beneficiaries, except as otherwise provided herein.
8. **AMENDMENT.** This Agreement may be amended or terminated only by a written instrument executed by the parties hereto or by their respective successors in interest or assigns, and approved by the City Commission after public hearing.
9. **RECORDING.** This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Orange County, Florida. The recordation of this Agreement shall not constitute or impose any lien or encumbrance upon the title in the Property and shall instead only constitute record notice of governmental regulations which govern the development and use of the Property.
10. **SUBORDINATION/JOINDER.** Unless otherwise agreed to by the City, all liens, mortgages and other encumbrances not satisfied or released of record, must be

subordinated to the terms of this Agreement or the lienholder must join in this Agreement. It shall be the responsibility of the Developer to promptly obtain the said subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of this Agreement.

11. **NOTICES:** Any notices required or permitted to be made or given to either party pursuant to this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written notification of receipt; or (iii) by email or facsimile transmission upon acknowledgment of receipt of electronic transmission. Notices shall be addressed to the parties identified below, unless otherwise changed by proper notice to the respective parties.

OWNER:

1776 Real Estate Advisors LLC
201 West Canton Avenue, Suite 44
Winter Park, Florida 32789
Attn: Michael O'Shaughnessy

CITY:

City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
Attn: City Manager

12. **SPECIFIC PERFORMANCE:** The parties hereto shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

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

Signed, sealed and delivered
in the presence of :

CITY OF WINTER PARK, FLORIDA
a municipal corporation

Signature

By:_____
Kenneth W. Bradley, Mayor

Print Name

ATTEST:

Signature

By:_____
Cynthia S. Bonham, City Clerk

Print Name

Date:_____

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this _____ day of _____ 2014, by Kenneth W. Bradley as Mayor of the City of Winter Park, who is personally known to me or has produced _____(type of identification) as identification and he acknowledged that he executed the above document for the City.

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of
Notary Public

1776 REAL ESTATE ADVISORS, LLC
a Florida limited liability company

Signature

Print Name

By: _____
Michael O'Shaughnessy, Manager

Signature

Print Name

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged before me this _____ day of _____ 2014, by Michael O'Shaughnessy, Manager of 1776 REAL ESTATE ADVISORS, LLC, a Florida limited liability company, who is personally known to me or has produced _____ (type of identification) as identification

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of
Notary Public



city commission public hearing

item type	Public Hearing	meeting date	June 9, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	☒ City Manager ☐ City Attorney ☐ N/A
board approval	Planning and Zoning Board	☒ yes ☐ no ☐ N/A	5-0 final vote

Subject: Request for Central Business District future land use and C-2 Zoning on the properties at 298 and 313 West New England Avenue.

These public hearings involve requests by Garment Ltd. (property owner) of 298 W. New England and TGG Ltd. (property owner) of 313 W. New England Avenue to change the Comp. Plan and Zoning to Central Business District (C-2). The property at 298 W. New England, on the southeast corner of New England and Virginia Avenues, is 38,768 sq. ft. in size (0.89 acres) and has existing C-3, C-3A and R-3 zoning. The property at 313 W. New England, on the north side of New England Avenue is 13,000 sq. ft. in size (0.30 acres) and has existing R-3 zoning. See map attached.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. R. Johnston to approve the request to change the future land use map designation from Commercial to Central Business District on the properties at 298 and 313 W. New England Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the request to change the existing zoning designations from General Commercial (C-3), Limited Commercial (C-3A) and Medium Density Multi-Family Residential (R-3) districts to Commercial (C-2) district on the properties at 298 and 313 W. New England Avenue. Motion carried unanimously with a 5-0 vote

Summary:

When the Community Redevelopment Area was established in 1994, one of the primary goals was to encourage the redevelopment of that portion of West New England Avenue from Pennsylvania to New York Avenue. To that end, the City administratively changed the Comprehensive Plan future land use map in 1995 for all the properties fronting on New England Avenue to a Commercial FLU. In that way, anyone buying a property would know they were guaranteed to be able to get that property rezoned from residential to commercial. By "commercial" that meant being rezoned to the general commercial C-3 or to C-3A districts.

When the redevelopment of New England Avenue began in earnest shortly thereafter, with the redevelopment of the Dexters building, the zoning needed for that density and building setback, up close to the street, was the central business district, C-2 designation.

All of the successive redevelopment of New England Avenue between Pennsylvania and Virginia Avenues has been undertaken utilizing C-2 central business district zoning. This has been consistent with the goal to emulate on West New England Avenue, the style, density and character of Park Avenue. The goal has also been to someday have the redevelopment continue down to New York Avenue so the Park Avenue shopping district is physically connected to the Hannibal Square business district. In that way, one's shopping trip would be up and down Park Avenue and up and down West New England Avenue.

During 2007-2008, in the preparation of the current Comprehensive Plan, which was adopted in 2009, there was much discussion with the Planning Board and City Commission on what the appropriate density should be for this last 'block' of the redevelopment West New England Avenue. This debate on either Commercial or Central Business District FLU for New England Avenue from Virginia to New York Avenues was specifically referred to the Planning Commission for a recommendation in October 2008. You will hear or read of this as described as the difference between 'red' and 'pink', as red is the color of commercial and pink is the color of the CBD. Those materials are attached.

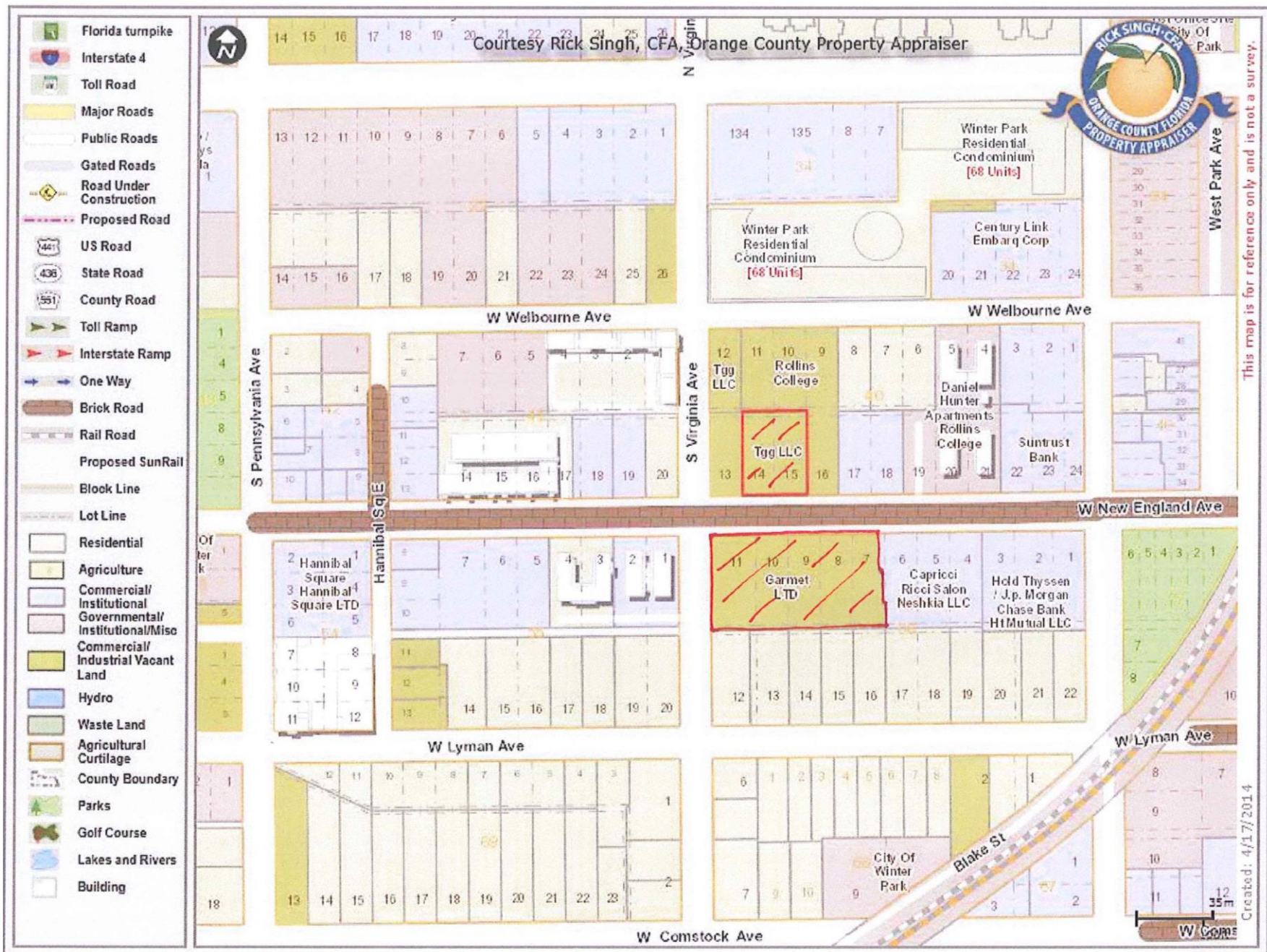
At that time in 2008, the staff recommendation was in favor of the Central Business District FLU. This was based on continuing the redevelopment pattern that had already occurred along New England Avenue. It also was based on the recognition that the City still has the review and approval control over all redevelopment since the Code requires P&Z/City Commission approval of any building/building addition over 500 sq. ft. However, the P&Z recommendation was to compromise between the two and establish a maximum 100% FAR for this block of New England Avenue so that the style and character of the redevelopment could continue but in a slightly smaller scale. This Policy was then adopted by the City Commission as shown below:

Policy 1-3.2.4: New England Avenue Transitional Development Standards. In addition to the policy parameters outlined above, the portion of the Hannibal Square Neighborhood Commercial District comprising properties that front on New England Avenue between Virginia and New York Avenues may be developed with enhanced density and intensity. **Notwithstanding the limitations otherwise imposed upon properties designated with Commercial future land use, for any lots fronting on New England Avenue from Virginia to New York Avenues, development may be permitted enhanced density and intensity up to a maximum 100% floor area ratio (FAR).**

By changing the Future Land Use on these properties from Commercial to Central Business District, this Policy would not apply and the owners would be permitted up to a maximum 200% FAR and the setbacks of C-2 zoning.

The staff recommendation in October 2008 was in favor of CBD and C-2 zoning for this area and the staff continues to believe that is appropriate based on continuing the redevelopment pattern that has already occurred along New England Avenue. It also was based on the recognition that the City still has the review and approval control over all redevelopment since the code requires P&Z/City Commission approval of any building/building addition over 500 sq. ft.

Also note that the former Grant Chapel property at 301 West New England in this same area is already designated CBD and zoned C-2. That was done prior to the Comp. Plan Policy change in 2009. It is important to note that the transition in density for this block (200% FAR vs. 100% FAR) will still be in effect on the eastern half of the block.





ORDINANCE NO. _____

**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 CHANGE THE FUTURE LAND USE
DESIGNATION OF COMMERCIAL TO CENTRAL BUSINESS
DISTRICT ON THE PROPERTIES AT 298 AND 313 WEST NEW
ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED
HEREIN.**

WHEREAS, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the 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 6, 2014, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on June 9, 2014 and June 23, 2014 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 commercial to central business district on the properties at 298 and 313 West New England Avenue, being more particularly described as follows:

Lots 7, 8, 9, 10 & 11, and the north half of the vacated alley adjacent thereto within Block 56, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-9400-56-070

Lots 14 &15 and the south half of the vacated alley adjacent thereto within Block 40, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-9400-40-140

SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment 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 _____, 2014.

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), COMMERCIAL (C-3A) AND (C-3) DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON THE PROPERTIES AT 298 AND 313 WEST NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of properties at 298 and 313 W. New England Avenue have requested a Zoning map amendment consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their May 6, 2014 meeting; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designations of Medium Density Multi-Family (R-3) District and Commercial (C-3A) and (C-3) District to Commercial (C-2) on the properties at 298 and 313 W. New England Avenue, more particularly described as follows:

Lots 7, 8, 9, 10 & 11, and the north half of the vacated alley adjacent thereto within Block 56, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-9400-56-070

Lots 14 & 15 and the south half of the vacated alley adjacent thereto within Block 40, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-9400-40-140

SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2014.

Mayor

Attest:

City Clerk

**CITY OF WINTER PARK
PLANNING AND ZONING COMMISSION**

**Staff Report
October 1, 2008**



COMPREHENSIVE PLAN POLICY REFERRAL

The City Commission referred back to the Planning Commission for a recommendation, the decision on the appropriate Future Land Use designation for the properties fronting on New England Avenue generally in between Pennsylvania and New York Avenue. (See attached map) The choice is between Commercial (red), as now exists in the Comprehensive Plan and a change to Central Business District (pink):

Background

In 1994, the City established and adopted our Community Redevelopment Area (CRA) Plan including the Hannibal Square neighborhood. The key component of the CRA Plan was to encourage the redevelopment of the properties that fronted on New England Avenue and Morse Boulevard in order to eliminate the blighted conditions (rooming houses, bars, vacant properties, etc.). In particular, New England Avenue was envisioned as becoming an expansion or extension of Park Avenue with shoppes, restaurants and apartments upstairs. The CRA Plan indicated a future 'mixed use' zoning. Staff at that time drafted and proposed a new Mixed Use zoning district but it was opposed by neighborhood residents who did not want zoning in their neighborhood that was different than the zoning used throughout the rest of the City. So it was decided that we would work with the existing zoning options which are C-3, C-3A and C-2.

In 1995, the City amended the Comprehensive Plan future land use map to designate all the properties fronting on New England Avenue as commercial (red). Commercial (red) indicates C-3 or C-3A zoning. This was to make it easier for future buyers/developers to invest since they could count on the certainty of rezoning.

Four other important policy decisions evolved after that action:

1. Based upon incremental requests from the Sydgan Corp. investors, the City on a case by case basis approved rezoning/comp. plan changes to Central Business District (C-2) zonings. This permitted the scale and intensity of buildings which have been developed over the ensuing years which is greater than the Commercial (C-3/C-3A) codes would have permitted.
2. In order to encourage mixed use buildings with residential components, the City limited buildings to no more than two stories unless the third floor was used as residential and deed restricted for that residential use. So every three story building along New England Avenue has residential on the third floor and it is deed restricted to that use.

3. Expansion onto any property fronting on Lyman Avenue (for building or parking) is absolutely prohibited. So there will be no expansion of any commercial building or parking lot beyond the dimensions of the lots fronting on the south side of New England Avenue.
4. Expansion onto a portion of properties fronting on Welbourne Avenue has been permitted provided that Welbourne Avenue maintains a residential face such as the Liner Apartment building at the SW corner of Welbourne and Virginia Avenues. So it is possible that parking for developments on the north side of New England Avenue may ask (via comp. plan and rezoning) to use the southern 50%-65% of the residential lots fronting on Welbourne Avenue as parking.

Primary Differences in the Commercial and CBD designations

There are two primary differences in the Commercial (C-3/C-3A) and Central Business District (C-2) designations. They are setbacks and floor area ratio.

The C-3/C-3A zoning has 10 foot front setbacks, 5 foot side setbacks and 30 foot rear setbacks for buildings. The C-2 zoning has up to a zero front setback, zero also on the sides and 10 feet in the rear. The difference in the rear setbacks is moot because virtually every scenario will have parking in the rear. However, if the City wants to continue the streetscape pattern that already exists for the majority of New England Avenue then the C-2 setbacks are the most appropriate. It is however possible, since the City Commission can grant setbacks variances, to continue the existing streetscape pattern and still utilize the C-3/C-3A zoning. That is if you believe that any kind of variance (for anything!) is possible in this current political environment. So this may or may not be a major factor in your decision.

The C-3/C-3A zoning has up to a 45% floor area ratio (FAR). The C-2 zoning has up to a 200% FAR. This appears to be a big difference except for the role parking plays in development scenarios.

Regardless, of the future land use or zoning designation, any new building has to provide parking to meet the code. The entire development world revolves around parking. With surface parking, commercial or office buildings max out at 45% FAR. You do not have any enough land to provide enough parking that allows you to exceed the 45% FAR. It is only because of the parking garage, now under construction at the 362 S. Pennsylvania Avenue building and the basement parking under the 450 New England Avenue building, that allowed the density of the existing buildings that exist along New England Avenue.

It is also important to mention that any prospective parking garage in the future will count toward the FAR since it will be a "Private parking garage" defined as "any parking structure within which parking is provided as required by the parking requirements of the Land Development Code to meet the code requirements for the private (non-public) use of building space, be it for retail, office, restaurant, residential uses, etc. This floor area of the private parking space is counted toward the floor area ratio. Regardless of the fact that the "public" uses the parking garage spaces as customers, clients, residents, visitors, or employees if the parking space floor area is necessary to meet the code requirements it is defined as private parking."

As you are aware, the floor area of private parking garages were previously excluded from the floor area ratio limitation within the CBD.

Potential Development under the CBD designation

When you look at the property sizes that exist within the remaining properties left for redevelopment along New England Avenue, there does not exist any current property that is big enough to hold a parking garage and a building. It may be possible for a building to have parking within a basement under a building footprint but otherwise redevelopment will consist of buildings and surface parking. Realistically, the only advantage to the property owners in gaining a CBD designation is the additional FAR possible by using the second or third floors as residential (since the parking requirement are less) or with the basement parking scenario. The resultant FAR's would be in the 80%-100% range.

The questions for the Planning Commission are twofold. Do you want to see a continuation of the development pattern that currently exists on New England Avenue for the balance of its length ? Buildings up front and the bulk of the parking hidden to the rear. If you do, then the CBD (C-2) setbacks are required.

The second question is whether you want to continue to see building projects along New England Avenue with residential components within them, as we have seen in the projects developed to-date along New England Avenue. It is less likely that a developer will build residential units within buildings if they are limited to a 45%/60% FAR when space can be rented or sold at higher prices as commercial or office space. Why would you build the same square footage and rent/sell it for less ? The additional FAR you will get from the CBD (C-2) designation (above 60%) is the incentive needed to encourage residential units in future building projects. If you think the apartments within the buildings along New England Avenue were a bad idea then keeping the Commercial future land use designation will insure that the City does not get any more residential units along New England Avenue.

Staff Recommendation

Staff understands that any issue that involves granting property owners more building size is dead on arrival with many citizens. Makes no difference what the merits are.

It just seems like we are halfway done on New England Avenue and we should keep the same development pattern. The buildings cannot be as big as we have seen because they do not have the option for a parking garage. However, they can be larger than the 45%/60% FAR that is the maximum in the Commercial designation. Otherwise we will have one block (Penn. to Virginia) that looks like Park Avenue and the next block (Virginia to New York) that will look like Aloma Avenue. (Buildings surrounded by surface parking lots)

THE STAFF RECOMMENDATION IS FOR DESIGNATING THE REMAINING BLOCK FRONTAGES ON NEW ENGLAND AVENUE AS CENTRAL BUSINESS DISTRICT.



city commission public hearing

item type	Public Hearing	meeting date	June 9, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	☒ City Manager ☐ City Attorney ☐ N/A
board approval	Planning and Zoning Board	☒ yes ☐ no ☐ N/A	7-0 final vote

Subject: Comprehensive Plan Amendment to Revise the Policies for Planned Developments.

This Ordinance proposes to revise the Comprehensive Plan policies related to Planned Developments in the Future Land Use element of the Comprehensive Plan. The intent is to make the Planned Development land use more usable to promote economic development.

Planning and Zoning Board Recommendation:

Motion made by Mr. Weldon, seconded by Mr. Sacha to approve the amendments to the PD ordinance as recommended by staff. Motion carried unanimously with a 7-0 vote.

Summary:

One of the recommendations of the WRT study of the Comprehensive Plan was to combine the two Planned Development land use designations and to remove the development standards and other limitations that restricted the use of Planned Development future land use within the City.

The policy changes are as follows:

1. Combines the PD-1 and PD-2 future land use designations into one PD future land use category.
2. Eliminates the four PD candidate area maps but maintains the geographic restriction to locations adjacent to four lane roadways such as Lee Road, Fairbanks Avenue, Orange Avenue, Denning Drive and Aloma Avenue and maintains that PD future land use is not intended or permitted for use within the Central Business District or the downtown core bounded by Fairbanks, Interlachen, Webster and Pennsylvania Avenues.
3. Removes parking garage FAR from the FAR calculations.
4. Eliminates the development standards text such as minimum and maximum parcel size, the lot coverage, setbacks, green space minimums, etc.
5. Eliminates the direction as to the establishment of PD Zoning districts as these have already been adopted.

The attached pages show the Comp. Plan policies affected which then have been incorporated into the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO THE PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATIONS; COMBINING THE PD-1 AND PD-2 FUTURE LAND USE DESIGNATIONS, DELETING THE MAPS INDICATING THE CANDIDATE AREAS FOR PLANNED DEVELOPMENT FUTURE LAND USE AND DELETING THE PARAMETERS FOR THE CREATION AND ESTABLISHMENT OF PLANNED DEVELOPMENT ZONING DISTRICTS AND OTHER POLICY TEXT RELATING TO PLANNED DEVELOPMENT FUTURE LAND USE; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

WHEREAS, the City Commission desires an amendment to the Comprehensive Plan in order to provide clarification on the use of properties when limited to parking uses, 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 April 8, 2014, 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 at which the City Commission has provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended to revise within the Future Land Use Element so as to revise Policy 1-2.3.4; Policy 1-2.3.5; Policy 1.2.3.6 and 1.3.2.6 and to revise Table 3 and to delete and remove Policy 1-2.3.7; Policy 1-2.3.7 and the Maps 6 (a), 6 (b), 6(c) and 6(d) as shown and to read as follows:

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 of Ordinance. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

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 _____, 2014.

Attest:

Mayor

City Clerk

Exhibit A

Policy 1-2.3.4: ~~Medium-Density~~ Planned Development (~~PD-1~~). This land use designation includes retail businesses, restaurants, offices and residential uses within building projects permitting higher density mixed and single use. ~~This land use designation is restricted to geographic areas of the City identified in the Future Land Use Map Series — Map 1-6a, and 1-6b.~~ The maximum floor area ratio shall not exceed the percentages listed in the Maximum Future Land Use Density/ Intensity Table and as governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element.

~~**Policy 1-2.3.5: High-Density Planned Development (PD-2).** This land use designation includes retail businesses, restaurants, offices and residential uses within building projects permitting higher density mixed and single use in designated areas. This land use designation is restricted to geographic areas of the City identified in the Future Land Use Map Series — Map 1-6c, and 1-6d. The maximum floor area ratio shall not exceed the percentages listed in the Maximum Future Land Use Density/ Intensity Table and as governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element.~~

Policy 1-2.3.6: Limitation on the Use of Planned Development Future Land Use. ~~This element includes maps within the Map Series (1-6a-1-6d) which indicate the only geographic areas within the City where properties may be granted Medium Density Planned Development and High Density Planned Development Future Land Use designations and corresponding zoning. This element prohibits the use of the Planned Development designations, in areas of the City not identified on the Planned Development Candidate map series (1-6a — 1-6d).~~ Planned Development future land use may be considered for use only in locations adjacent to four lane roadways such as Lee Road, Fairbanks Avenue, Orange Avenue, Denning Drive and Aloma Avenue but is not intended or permitted for use within the Central Business District or the downtown core bounded by Fairbanks, Interlachen, Webster and Pennsylvania Avenues.

~~**Policy 1-2.3.7: Creation of a Planned Development Zoning District.** Within one year after adoption of this Comprehensive Plan, the City Commission shall adopt a new Planned Development Zoning District. Prior to adoption, the Planning and Zoning commission shall provide their recommendation for a Planned Development Zoning District which shall be accompanied by draft regulations to enable the recommendation. The regulations shall be proposed which address retail, office, and residential uses, appropriate open space in the district; appropriate height, scale, mass, setbacks, and density restrictions, long term maintenance of such facilities, parking, residential protection from noise, and consideration of inclusionary affordable/workforce housing. Planned Development zoning shall be limited to a maximum project size of three acres such that no monolithic out of scale projects may be developed. There shall be at least seventy five feet of separation between any two principal buildings on sites larger than three acres so as to insure separation between such building~~

~~projects. This element prohibits the use of the High Density Planned Development (PD-2) future land use designation, east of and including along the Orlando Avenue corridor.~~

Policy 1-3.2.6: Planned Development Land Use. The City recognizes that Planned Developments, ~~on specific properties identified as Planned Development Candidates (Map 6a-6d),~~ may be appropriate if restricted to height, intensity and density compatible with the surrounding Commercial areas. The purpose of this Land Use Designation is to allow ~~create~~ zoning that will:

- a. ~~Increase the City's tax revenues by providing Class A Office, Commercial or Residential that satisfies demonstrated space needs within the City. The City encourages development of Class A Office.~~
- b. Enhance the City's gateways by providing incentive for redevelopment.
- c. ~~Substantially increase landscaping, trees and setbacks obtainable from existing Commercial/Office designations by providing not less than 25% natural pervious green space.~~
- d. Create inviting pedestrian oriented public spaces.
- e. Provide increased flexibility to the City in the consideration of unique development opportunities.

The City shall develop standards for the new Planned Development zoning code districts within the restraints of the maximum density, intensity of use and height limits specified in this Comprehensive Plan for the Planned Development Future Land Use Designations. ~~The total building lot coverage allowed for the sum of all buildings within a Planned Development is limited to 47% in Medium Density Planned Developments and 55% in High Density Planned Developments. Single tenant retail in excess of 65,000 square feet is prohibited. The objective of these development codes is to provide meaningful guidance for the introduction of limited increased density without adversely impacting the existing pedestrian scale and low density attributes of our historic core or nearby residential areas. Identification as Candidates for Planned Development does not create an entitlement to be approved for this Land Use Designation. All redesignations are subject to Public Hearings and Commission approval. This Planned Development Candidate designation is a test program and will be reassessed after 5 years. It is the prerogative of the City to reject a candidate or to remove a property from the list of properties to be considered, if changes in conditions warrant.~~

~~Policy 1.3.3.7: Creation of Two Planned Development Districts.~~ Within one year after adoption of this Comprehensive Plan, the City Commission shall adopt two new Planned Development Zoning Districts (PD1 and PD2). Prior to adoption, the Planning and Zoning Commission shall evaluate Planned Development Zoning Districts and provide draft detailed regulations to regulate the new zoning districts. Regulations shall be proposed which address at a minimum:

- ~~a. At least two levels of density/intensity for Planned Developments based on proximity to the historic core of Winter Park.~~
- ~~b. Retail, office, and residential use standards~~
- ~~c. Open space and permeable space requirements~~
- ~~d. Appropriate height, scale, mass, setbacks, lot coverage and density restrictions~~
- ~~e. Long term maintenance of such facilities~~
- ~~f. Parking~~
- ~~g. Residential protection from noise, exhaust and lighting~~
- ~~h. Landscaping~~
- ~~i. Public spaces (courtyards/gathering places)~~
- ~~j. Transportation connections to bus transit and bike trails~~
- ~~k. Egress/ingress requirements including on-site stacking~~
- ~~l. Consideration of inclusionary affordable housing~~
- ~~m. Sidewalk and streetscape enhancement~~
- ~~n. Proximity to residential zoning protections~~
- ~~o. Restrictions on use of Planned Development zoning for single tenant use~~
- ~~p. Minimum distance between Planned Developments~~
- ~~q. Transportation issues~~
- ~~r. Waste management and emergency vehicle access.~~
- ~~s. Tools for limiting mass of Planned Development individual buildings to ensure compatibility with the historic Village Character of Winter Park. At a minimum, consideration will be given to the following tools: Separation of large buildings into separate buildings, restricting wall heights at side yard setbacks, reducing heights along sensitive edges, establishing maximum wall plane lengths that reflect the traditional width of buildings along the street, and alignment of front setbacks.~~

The following minimum standards are hereby adopted to provide meaningful guidance to the

~~future development of Land Use Development regulations governing Planned Development districts:~~

- ~~a. Minimum property size eligible for PD zoning is 80,000 sq. ft.~~
- ~~b. Maximum project size eligible for PD zoning is 3 acres. (Designated candidates in excess of 3 acres shall be eligible for approval as adjacent PD or adjacent Commercial or Office designations.)~~
- ~~c. Not less than seventy five feet of separation between any two principal PD buildings on sites larger than three acres~~
- ~~d. Not less than 25% natural pervious green space~~
- ~~e. Preference for Class A Office~~
- ~~f. Prohibition of single tenant retail in excess of 65,000 sq. ft.~~
- ~~g. Minimum setbacks to 20-30 feet from principal arterial road~~
- ~~h. Landscaping standards superior to Commercial/Office code requirements~~
- ~~i. Public spaces (including public courtyards) and 5-10 ft. wide sidewalks~~
- ~~j. Parking garages minimally visible from street or architecturally compatible with principal buildings~~

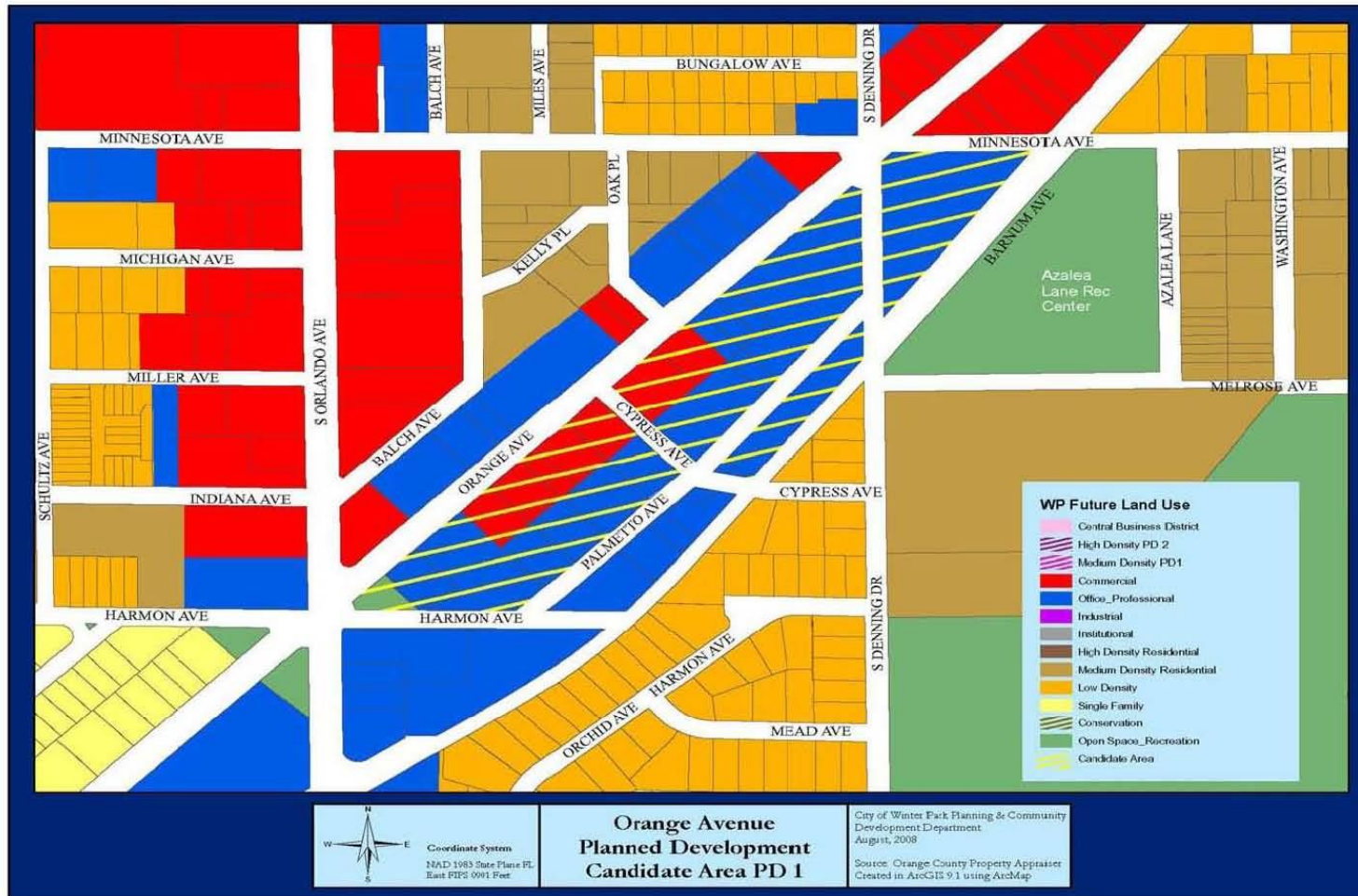
NOTE: The four maps 1-6a through 1-6d in the future land use element (shown after the table below) that are the designated the candidate areas for PD future land use are to be deleted and removed.

Table 3 Future Land Use Map Designation Maximum Density/ Intensity Table					
	Office	Commercial	Medium-Density PD-1	Planned Dev. High Density PD-2	C.B.D.
Density (units/ acre)	17 units/ acre	17 units/ acre	17 units/ acre	25 units/ acre	17 units/ acre
Intensity (FAR)					
Up to 2-3 story limit	45%*+ 60%**	45%*+ 60%**	130%	130%	200%
Up to 4 story limit	45%*+ 60%**	45%*+ 60%**	175%	200%	Not permitted
Up to 5-8 story limit	45%*+ 60%**	45%*+ 60%**	N/A	250%	Not permitted
Note: All categories count private parking garage floor space toward FAR limits <u>except in PD</u>. Maximum number of stories is determined by the Maximum Height Map and may be further restricted by other policies of this Comprehensive Plan. + The 45% FAR may be increased up to 5% if parking for the increase is entirely underground beneath the foot print of the building or if the building's upper floor(s) cantilevered over such parking or for hotel buildings. * For any building project exclusively commercial or office; or any mix of commercial or office uses. ** For any building project at least 85% commercial or office on the first floor with residential units on upper floors. Note: This table reflects the maximum intensities that may be permitted in the underlying zoning district. The maximum intensity that will be approved on any specific site will be based on the applicable development regulations and the ability of the project to further promote the goals of the City, but is not an entitlement.					

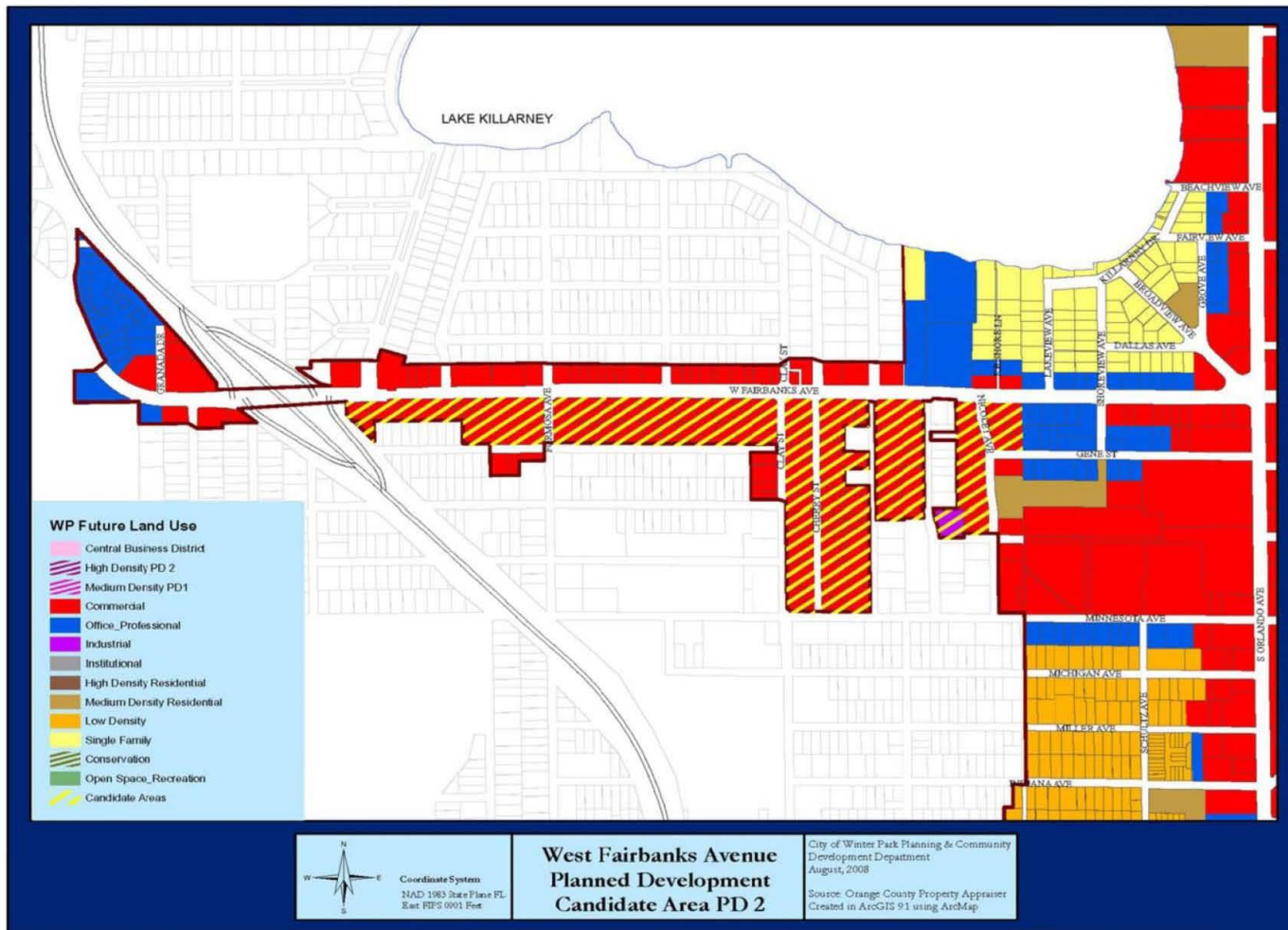
Map 1-6a, Planned Development Candidate Area PD1: East Fairbanks Avenue



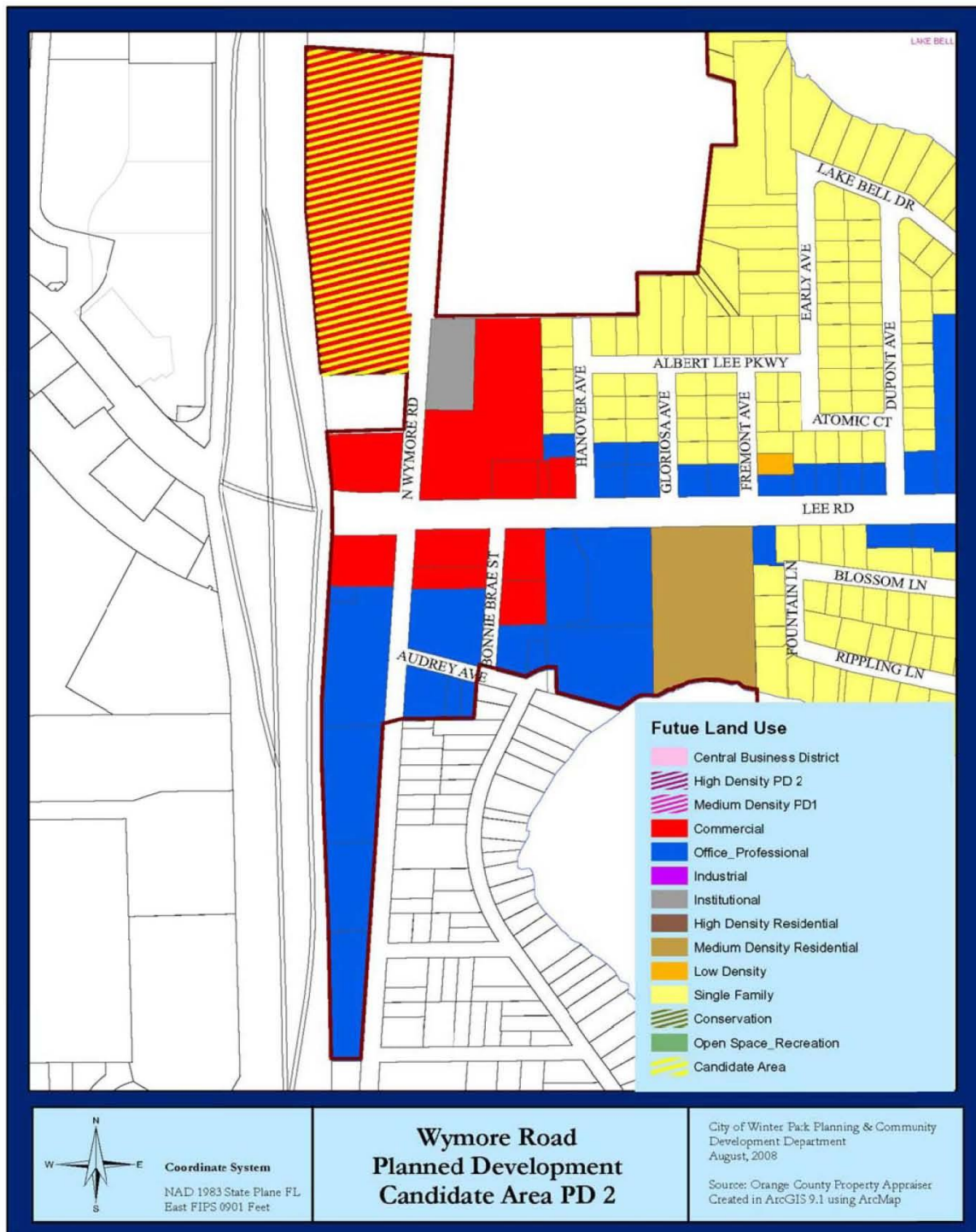
Map 1-6b, Planned Development Candidate Area PD1: Orange Avenue



Map 1-6c, Planned Development Candidate Area PD2: West Fairbanks Avenue



Map 1-6d, Planned Development Candidate Area PD2: Wymore



REQUEST OF THE CITY OF WINTER PARK FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO THE PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATIONS; COMBINING THE PD-1 AND PD-2 FUTURE LAND USE DESIGNATIONS, DELETING THE MAPS INDICATING THE CANDIDATE AREAS FOR PLANNED DEVELOPMENT FUTURE LAND USE AND DELETING THE PARAMETERS FOR THE CREATION AND ESTABLISHMENT OF PLANNED DEVELOPMENT ZONING DISTRICTS AND OTHER POLICY TEXT RELATING TO PLANNED DEVELOPMENT FUTURE LAND USE.

Planning & Community Development Director Dori Stone presented the staff report. She explained that one of the recommendations from the WRT study of the Comprehensive Plan was to combine the two Planned Development land use designations and to remove the development standards and other limitations that restricted the use of Planned Development future land use within the City. The policy changes are as follows:

1. Combines the PD-1 and PD-2 future land use designations into one PD future land use category.
2. Eliminates the four PD candidate area maps but maintains the geographic restriction to locations adjacent to four lane roadways such as Lee Road, Fairbanks Avenue, Orange Avenue, Denning Drive and Aloma Avenue and maintains that PD future land use is not intended or permitted for use within the Central Business District or the downtown core bounded by Fairbanks, Interlachen, Webster and Pennsylvania Avenues.
3. Removes parking garage FAR from the FAR calculations.
4. Eliminates the development standards text such as minimum and maximum parcel size, the lot coverage, setbacks, green space minimums, etc.
5. Eliminates the direction as to the establishment of PD Zoning districts as these have already been adopted.

Staff recommended approval of the request. Mrs. Stone responded to Board member questions and concerns.

No one wished to speak concerning the request. Public hearing closed.

Motion made by Mr. Weldon, seconded by Mr. Sacha to approve the amendments to the PD ordinance as recommended by staff. Motion carried unanimously with a 7-0 vote.



city commission public hearing

item type	Public Hearing	meeting date	June 9, 2014
prepared by	Wes Hamil, Finance Director	approved by	☒ City Manager
department	Finance		☐ City Attorney
division			☐ N/A
board approval	☐ yes ☐ no ☒ N/A		
	final vote		
strategic objective	☐ Exceptional Quality of Life ☒ Fiscal Stewardship		
	☐ Intelligent Growth & Development ☐ Public Health & Safety		
	☐ Investment in Public Assets & Infrastructure		

subject

Resolution authorizing the issuance of not to exceed \$8,500,000 Electric Revenue Bonds, Series 2014 to refund a portion of the outstanding Electric Revenue Bonds, Series 2005A.

motion | recommendation

Approve the resolution

background

The City currently has \$15,260,000 in outstanding Electric Revenue Bonds, Series 2005A. These bonds are in auction rate mode and the City pays interest each week based on a failed auction rate of 1.75 times the 30 day LIBOR rate. These rates have been at historic lows of less than 0.50% going back to late 2009.

In an effort to mitigate the risk of rising interest rates on these bonds, the City began a tender offer process this year to explore purchasing some of the bonds back at a discount. Globic Advisors was hired to serve as Information and Tender Agent. An Invitation to Tender Bonds was launched in April following a Modified Dutch Auction process to set the Purchase Price. The Invitation to Tender expired at 5:00 pm on May 20.

By 5:00 pm on May 20, \$12,640,000 of the bonds were tendered. Of this total, \$6,795,000 were offered at a price of \$0.97 or below. \$5,325,000 of these bonds were offered at \$0.97. After meeting as a team with its Financial Advisor, PFM, staff set the Purchase Price at \$0.97 and allowed bondholders who had offered their bonds at above \$0.97 the opportunity to reduce their offer to \$0.97. This option expired at

5:00 pm on May 21. This "second look" brought the total amount of bonds offered at \$0.97 or below to \$7,815,000.

Purchasing \$7,815,000 of the bonds at \$0.97 provides a discount of \$234,450 and fixes the interest rate on these bonds at a favorable rate for the term of the bond.

This would leave \$7,445,000 in a variable rate mode of the Electric Revenue Bonds, Series 2005A outstanding which is 10.3% of the total \$72,330,000 in long-term debt of the electric utility. Staff and PFM will continue to monitor rates on these bonds and will move to fix the rate on these bonds if advisable. Currently, rates are below 0.30%. In the meantime, the City will enjoy the benefits of continuing to receive a very low rate on these bonds.

Simultaneous with the tender process, the City solicited proposals from financial institutions for financing the refunding of the tendered bonds. Four responses were received and the one from Pinnacle Public Finance, Inc. was deemed most favorable. Pinnacle's proposal offers a low fixed rate of 2.84% for the entire term of the bond (20 years to match the term of tendered bonds) and allows for the prepayment in full of any bonds outstanding after October 1, 2022. Pinnacle also agreed to reduce the interest rate to 2.74% if the City commits to a depository balance of at least \$1,000,000 for one year with Pinnacle's parent, BankUnited. City staff is pursuing this option.

Staff and PFM believe a 2.74% rate fixed for twenty years is very good and will compare favorably to future variable rates as the economy improves and rates are allowed to rise to control inflation.

alternatives | other considerations

1. Purchase at par all \$12,640,000 in bonds that were tendered. If this option is chosen, no savings will be achieved from the tender process. This would leave \$2,620,000 in Electric Revenue Bonds, Series 2005A outstanding.
2. In addition to purchasing at par all \$12,640,000 in bonds that were tendered, pursue purchasing the remaining \$2,620,000 in bonds that were not tendered. This would require another ordinance (two public hearings). The Pinnacle rate commitment is good through June 20 so a request would have to be made to ask them to extend the rate through sometime after the July 14 meeting (special meetings could expedite the process if the Commission desired).

Staff considered these options but recommends only purchasing the bonds tendered at \$0.97 or below (totaling \$7,815,000). Short-term rates do not appear to be at risk of rising in the next few months and reducing the variable rate bonds outstanding to \$7,445,000 mitigates the risk to the City of rising rates.

fiscal impact

The interest rate on the \$7,815,000 in bonds tendered will increase from sub 0.30% interest to 2.74% interest. This will increase actual interest costs as long as our variable interest rate remains below 2.74%. However, because the FY 2014 budget was prepared assuming a fixed rate of 3.0%, actual costs will still be less than budget.

RESOLUTION NO. [____]

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING ORDINANCE NO. 2953-14; AUTHORIZING THE ISSUANCE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,500,000 ELECTRIC REFUNDING REVENUE BOND, SERIES 2014 OF THE CITY FOR THE PURPOSE OF REFUNDING A PORTION OF THE CITY'S OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005A AND TO PAY THE COSTS THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; PROVIDING FOR THE PAYMENT OF SUCH BOND FROM THE NET REVENUES DERIVED FROM THE ELECTRIC SYSTEM OF THE CITY; AUTHORIZING A NEGOTIATED SALE OF SUCH BOND; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park, Florida (the "City") previously issued its Electric Revenue Bonds, Series 2005A (the "2005A Bonds"); and

WHEREAS, the City Commission of the City (the "City Commission") has determined that it is necessary and desirable and in the best interest of the inhabitants of the City to refund a portion of the outstanding principal amount of the 2005A Bonds (such refunded portion, the "Refunded Bonds") in order to mitigate potential increases in short term variable interest rates; and

WHEREAS, pursuant to that certain Invitation to Tender dated April 22, 2014 (the "Invitation"), the City solicited offers from the Holders of the 2005A Bonds to tender their Bonds; and

WHEREAS, the City has determined to accept certain of the offers received pursuant to the Invitation and that it is necessary and desirable to borrow funds (the "Loan") to pay the purchase price of the 2005A Bonds being tendered; and

WHEREAS, the City has received four (4) proposals from financial institutions in response to the City's request for proposals; and

WHEREAS, the City upon the advice of its financial advisor, Public Financial Management has determined that the proposal from Pinnacle Public Finance, Inc. (the "Bank") to finance the costs of refunding the Refunded Bonds contains the terms and provisions that are most favorable for the City; and

WHEREAS, amounts due under the Bond will be evidenced by the issuance by the City of its City of Winter Park, Florida Electric Refunding Revenue Bond, Series 2014 (the "Bond"); and

WHEREAS, the debt service on the Bond shall be payable solely from and secured by the net revenues derived from the electric system of the City (the “Pledged Revenues”) on a parity with the City’s Electric Revenue Bonds, Series 2005A that remain outstanding, Electric Revenue Bonds, Series 2007, Electric Revenue Bonds, Series 2009A, Electric Revenue Bonds, Series 2009B and Electric Revenue Bonds, Series 2010 (collectively, the “Parity Bonds”); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Original Resolution (as hereinafter defined); and

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes, as amended; Chapter 86, Article III, of the Code of Ordinances of the City, Ordinance No. 1898-05 adopted by the City on May 9, 2005 (the “Original Resolution”), Ordinance No. 2953-14 enacted by the City on March 10, 2014, Resolution No. 2138-14 adopted by the City on March 24, 2014; and other applicable provisions of law.

SECTION 2. RECITALS. It is hereby found, ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B. The City owns, operates and maintains the System and derives and will continue to derive Net Revenues from revenues, income or earnings from or attributable to its ownership and operation of the System. Such Net Revenues are not now pledged or encumbered in any manner except to the payment from such Net Revenues of the Parity Bonds.

C. Section 9.03U of the Original Resolution provides for the issuance of Additional Parity Bonds under the terms, limitations and conditions provided therein. The City will comply with such terms, limitations and conditions, on or prior to the date of delivery of the Bond, and is therefore legally entitled to issue the Bond as Additional Parity Bonds within the authorization contained in the Original Resolution.

D. The estimated Net Revenues will be sufficient to pay all principal of and interest on the Bond and the Parity Bonds, as the same become due, and to make all sinking fund, reserve, if any, or other payments required by this Resolution and the Original Resolution.

E. It is in the public interest and a valid and proper public purpose to refund the Refunded Bonds.

F. The Bank’s proposal to provide the Loan to the City in an amount not to exceed \$16,000,000 at the terms set forth therein is the best proposal to provide financing for refunding the Refunded Bonds.

G. The Pledged Revenues shall be used to pay principal of and interest on the Bond and any other amounts due under the Loan Agreement (as defined herein) or the Bond on a parity with the Parity Bonds.

H. Because of the characteristics of the security pledged to repay the Loan, prevailing conditions in the financial markets, reduced upfront costs of issuance and additional savings to be realized from an expeditious sale of the Bond, it is in the best interest of the City to accept the offer of the Bank to enter into the Loan Agreement and purchase the Bond at a private negotiated sale. Prior to the issuance of the Bond, the City shall receive from the Bank a Lender's Certificate, the form of which is attached hereto as Exhibit A and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit B.

I. In consideration of the purchase and acceptance by the Bank of the Bond authorized to be issued hereunder, this Resolution, together with the terms and provisions of the Loan Agreement, shall constitute a contract between the City and the Bank.

SECTION 3. AUTHORIZATION OF LOAN AGREEMENT. To provide for the security of the Bond and to express the contract between the City and the Bank, the City does hereby authorize the execution and delivery on behalf of the City by the Mayor or Vice Mayor under the seal of the City, attested by the City Clerk, of the Loan Agreement by and between the City and the Bank (the "Loan Agreement"). The Loan Agreement shall be in substantially the form attached hereto and marked Exhibit C and is hereby approved, with such changes, amendments, modifications, omissions and additions as may be approved by the execution and delivery thereof to be conclusive evidence of such approval. Subject and pursuant to the provisions of this Resolution and the terms and provisions of the Loan Agreement, there is hereby authorized to be issued the Bond to evidence the City's obligations under the Loan Agreement. The Bond is authorized to be issued in the principal amount not to exceed \$8,500,000 and subject to the provisions of Section 4 hereof.

SECTION 4. AUTHORIZATION OF THE BOND. There is hereby authorized to be issued the "City of Winter Park, Florida Electric Refunding Revenue Bond, Series 2014," (the "Bond") in an aggregate principal amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000), which Bond shall secure amounts outstanding under the Loan Agreement and will be repaid in accordance with the terms of the Loan Agreement. The Interest Rate on the Bond shall not exceed 2.84% (subject to adjustment pursuant to the terms of the Loan Agreement) and the Maturity Date shall be not later than October 1, 2033. The Bond shall be executed on behalf of the City with the manual signature of the Mayor or Vice Mayor, and attested by the manual signature of the City Clerk and the official seal of the City. In case any one or more of the officers who shall have signed or sealed the Bond shall cease to be such officer of the City before the Bond so signed and sealed has been actually sold and delivered, such Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bond had not ceased to hold such office. The Bond may be signed and sealed on behalf of the City by such person who at the actual time of the execution of such Bond shall hold the proper office of the City, although, on the date of delivery of such Bond, such person may not have held such office or may not have been so authorized.

SECTION 5. USE OF PROCEEDS. The proceeds of the Bond shall be used to (i) pay the purchase price of the 2005A Bonds being tendered, resulting in the refunding of the Refunded Bonds and (ii) pay the costs and expenses associated with issuing the Bond. The Bond will not be secured by any reserve account.

SECTION 6. APPLICATION OF PROVISIONS OF ORIGINAL RESOLUTION. Except as may be provided in the Original Resolution, the Bond shall for all purposes be considered to be Additional Parity Bonds issued under the authority of the Original Resolution; and (b) shall be entitled to all the protection, security, rights and privileges enjoyed by the Parity Bonds.

SECTION 7. GENERAL AUTHORIZATION. The Mayor, Vice Mayor, City Manager, Director of Electric Utilities, Finance Director and any member of the City Commission, the City Clerk and such other officials and employees of the City as may be designated by the City are each designated as agents of the City in connection with the issuance and delivery of the Bond and are authorized and empowered, collectively or individually, to take all actions and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Bond, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 8. PREREQUISITES PERFORMED. The City has performed all acts, conditions, and things relating to the passage of this Resolution as are required by the Constitution and Laws of the State of Florida, and the Ordinances and Resolutions of the City.

SECTION 9. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 10. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 11. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 12. MEMBERS OF THE CITY COMMISSION EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, the Loan Agreement or the Bond or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution, the Loan Agreement or the Bond or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or

statute, of, and any and all such rights and claims against, every such member of the City Commission, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the Loan Agreement and the issuance of the Bond, on the part of the City.

SECTION 13. REPEALER. All ordinances and/or resolutions or parts thereof in conflict with any of the provisions of this Resolution, if any, are hereby repealed.

SECTION 14. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the holders of the Bond, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the City and the persons who shall from time to time be the holders of the Bond.

SECTION 15. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

[Remainder of page intentionally left blank]

SECTION 16. EFFECTIVE DATE. The provisions of this Resolution shall take effect immediately upon its passage and adoption.

ADOPTED after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this 9th day of June, 2014.

CITY OF WINTER PARK, FLORIDA

(SEAL)

By _____
Mayor Kenneth W. Bradley

ATTESTED:

By _____
City Clerk Cynthia S. Bonham, MMC

EXHIBIT A
FORM OF LENDER'S CERTIFICATE

This is to certify that Pinnacle Public Finance, Inc. (the "Bank") has not required the City of Winter Park, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance by the City of its Electric Refunding Revenue Bond, Series 2014 (the "Bond") securing amounts due to the Bank relating to the loan from the Bank in the amount of \$[_____] (the "Loan") pursuant to a Loan Agreement dated as of June 13, 2014 by and between the City and the Bank (the "Loan Agreement"), and no inference should be drawn that the Bank, in the acceptance of said Bond, is relying on Bryant Miller Olive P.A. ("Bond Counsel"), Brown, Garganese, Weiss & D'Agresta P.A. ("City Attorney") or Public Financial Management (the "Financial Advisor") as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Loan Agreement.

We acknowledge and understand that Resolution No. 2138-14 adopted by the City Commission of the City on June 9, 2014 (the "Resolution") is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Bond Counsel, the City Attorney nor the Financial Advisor shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary and are funding the Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public. We understand that the Loan is evidenced by the Bond and the Bond is issued in a single denomination equal to the principal amount due under the Loan and may be transferred in whole or in part but not in denominations less than \$100,000. The Bond will be sold only to (i) an affiliate of the Bank (or subsequent owner of the Bond) or (ii) banks, insurance companies, or similar financial institutions or their affiliates, including pursuant to participation arrangements with or among such entities, and may not result in more than 10 holders of the interests in the Bond.

We are not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We acknowledge and understand that there will be no CUSIP number obtained for the Loan or the Bond and no credit rating will be obtained on the Bond.

In connection with the potential purchase of the Bond, the Bank is acting solely as purchaser of the Bond for its own account (without a present intent to reoffer) and not as a fiduciary for the City or in the capacity of broker dealer, municipal securities underwriter or municipal advisor. Neither the Bank nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the proposed issuance of the Bond. The City has sought and obtained financial, legal, tax,

accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Bond from its financial, legal and other advisors (and not the Bank or any of its affiliates) to the extent that the City desired to obtain such advice.

DATED this 13th day of June, 2014.

PINNACLE PUBLIC FINANCE, INC.

By: _____

Name: Cathleen Jimenez

Title: Managing Director and Senior Vice President

EXHIBIT B
FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Winter Park, Florida (the "City") for the purchase of the City's Electric Refunding Revenue Bond, Series 2014 (the "Bond") securing amounts due under a Loan Agreement by and between Pinnacle Public Finance, Inc. (the "Bank") and the City in a principal amount of \$[_____] (the "Loan Agreement"). Prior to the award of the Bond, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Bank in connection with the issuance of the Bond (such fees and expenses to be paid by the City):

Chapman and Cutler LLP
Bank's Counsel -- \$4,000

2. (a) No fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Bond to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes).

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to refund certain prior bonds of the City.

Unless earlier redeemed, the Bond is expected to be repaid by October 1, 2033. At a fixed rate of interest of [2.84%], total interest paid over the life of the Bond is estimated to equal \$[_____].

The Bond will be payable solely from the Pledged Revenues, as defined in the Loan Agreement, in a manner sufficient to pay the principal of and interest due on the Bond, as described in Resolution No. 2138-14 of the City adopted on June 9, 2014 and the Loan Agreement. Issuance of the Bond is estimated to result in a maximum of approximately \$[_____] of Pledged Revenues of the City not being available to finance the services of the City in any one year during the life of the Bond.

6. The name and address of the Bank is as follows:

Pinnacle Public Finance, Inc.
8377 E. Hartford Drive
Suite 115
Scottsdale, Arizona 85255

This Disclosure Letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Loan Agreement or the Bond.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this 13th day of June, 2014.

PINNACLE PUBLIC FINANCE, INC.

By: _____

Name: Cathleen Jimenez

Title: Managing Director and Senior Vice President

EXHIBIT C
FORM OF LOAN AGREEMENT

LOAN AGREEMENT

dated June 13, 2014

by and between

**THE CITY OF WINTER PARK, FLORIDA
(the "City")**

and

**PINNACLE PUBLIC FINANCE, INC.
(the "Bank")**

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EXHIBIT A - FORM OF BOND

A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 13th day of June, 2014, by and between the **CITY OF WINTER PARK, FLORIDA** (the "City"), a municipal corporation and public body corporate and politic of the State of Florida duly organized and existing under the laws of the State of Florida and its successors and assigns, and **PINNACLE PUBLIC FINANCE, INC.**, a Delaware corporation (the "Bank").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement; and

WHEREAS, the City, pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes, as amended; Chapter 86, Article III, of the Code of Ordinances of the City (the "Act"), Ordinance No. 1898-05 adopted by the City on May 9, 2005 (the "Original Resolution"), Ordinance No. 2953-14 enacted by the City on March 10, 2014, Resolution No. 2138-14 adopted by the City on March 24, 2014; Resolution No. [____] adopted by the City on June 9, 2014 and other applicable provisions of law, is authorized to borrow money to finance the refunding of a portion of the City's outstanding Electric Revenue Bonds, Series 2005A (the "2005A Bonds"); and

WHEREAS, the City desires to borrow \$[_____] to finance the refunding of a portion of the 2005A Bonds (the "Loan") and to secure the repayment of the Loan with a pledge of and lien on the Pledged Revenues (as defined herein); and

WHEREAS, the City issued a request for proposals and received proposals from various financial institutions to provide for the Loan; and

WHEREAS, the Bank is willing to provide the Loan to the City as provided herein, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Bank” shall mean Pinnacle Public Finance, Inc., a Delaware corporation, and its successors or affiliates.

“Bond” shall mean the City of Winter Park, Florida Electric Refunding Revenue Bond, Series 2014 issued by the City under the Original Resolution, Ordinance No. 2953-14 enacted by the City on March 10, 2014, Resolution No. 2138-14 adopted by the City on March 24, 2014, Resolution No. [] adopted by the City on June 9, 2014 and this Agreement to evidence amounts due under this Agreement, the form of which is attached hereto as Exhibit A.

“Bond Counsel” shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

“Bond Resolution” shall mean collectively, Ordinance No. 2953-14 enacted by the City on March 10, 2014, Resolution No. 2138-14 adopted by the City on March 24, 2014 and Resolution No. [] adopted by the City on June 9, 2014, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Bond.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which banks in the City are authorized or required to be closed.

“City” shall mean the City of Winter Park, Florida, a municipal corporation and public body corporate and politic of the State of Florida.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations promulgated thereunder.

“Date of Delivery” shall mean June 13, 2014.

“Debt Service” means principal of and interest on the Bonds, and other debt related costs, due in connection with the Bonds and this Agreement.

“Default Rate” shall mean five percent (5%).

“Event of Default” shall mean an Event of Default as defined in Section 5.01 of this Agreement.

“Fiscal Year” shall mean the twelve month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its “fiscal year” as permitted by law.

“Interest Rate” shall mean the rate of interest to be born by the Bonds, which shall be a fixed rate equal to [2.84%], which Interest Rate shall be subject to adjustment as provided herein and in the Bond.

“Loan” shall refer to the loan in a principal amount of [_____] Dollars (\$[_____]), together with the interest accrued thereon pursuant to and in accordance with this Agreement.

“Maturity Date” shall mean October 1, 2033.

“Owner” or “Holder” shall mean the Bank, as the purchaser and initial holder of the Bonds and any subsequent registered owner or owners of the Bonds.

“Parity Bonds” shall mean the City’s outstanding Electric Revenue Bonds, Series 2005A that remain outstanding after the issuance of the Bond, Electric Revenue Bonds, Series 2007, Electric Revenue Bonds, Series 2009A, Electric Revenue Bonds, Series 2009B and Electric Revenue Bonds, Series 2010.

“Parity Bond Resolution” shall mean Resolution No. 1898-05 adopted by the City Commission on May 9, 2005, as supplemented.

“Pledged Revenues” shall mean the net revenues derived from the electric system of the City.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Bond Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) **Existence.** The City is a municipal corporation and a public body corporate and politic of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full legal right, power and authority to adopt the Bond Resolution, to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Bond to the Bank. The making, execution and performance of this Agreement on the part of the City and

the issuance and delivery of the Bond have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, the Parity Bond Resolution, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Bond and the Bond Resolution are valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. There are no actions, proceedings or investigations pending against the City or affecting the City (or any basis therefor known to the City) which, either in any case or in the aggregate, might result in any material adverse change in the financial condition, business, prospects, affairs or operations of the City or in any of its properties or assets, or in any material impairment of the right or ability of the City to carry on its operations as now conducted or proposed to be conducted, or in the levy, receipt and collection of the Pledged Revenues or in any material liability on the part of the City and none which questions the validity of this Agreement, the Bond or the Bond Resolution or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

(d) Liens and Encumbrances. Other than the Parity Bonds and the Bond, there are no pledges of, or liens or encumbrances on, the Pledged Revenues.

(e) No Litigation. There are no suits or proceedings pending or to the best knowledge of the City, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting the City, concerning or affecting the Pledged Revenues or which would have a material adverse affect on the ability of City to fulfill its obligations under this Agreement.

Section 2.02. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

(a) Existence. The Bank is a Delaware Corporation, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of the Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the

enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan to the City which is evidenced by the Bond, (ii) has received and reviewed such financial information concerning the City as it has requested in order to fairly evaluate the merits and risks of making the Loan to the City which is evidenced by the Bond; (iii) is an "accredited investor" as such term is defined in Regulation D to the Securities Act of 1933; and (iv) is purchasing the Bond for its own account and not with a present view toward resale to the public.

ARTICLE III THE BOND

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the aggregate principal amount of [_____] (\$[_____]).

The proceeds of the Loan shall be used to (i) pay the purchase price of the 2005A Bonds being tendered, resulting in the refunding of a portion of the 2005A Bonds and (ii) to pay the costs of issuance of the Bond.

Section 3.02. The Bond. The City shall issue the Bond to the Bank to evidence and secure its obligation to repay the Loan. The Bond shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Bond shall be as follows; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the executed Bond, the terms of the Bond shall prevail:

(a) Principal Amount of Bond. The principal amount of the Bond shall be [_____] (\$[_____]).

(b) Interest. The Bond shall bear interest on the outstanding principal amount thereof at the Interest Rate from the Date of Delivery until paid in full, subject to adjustment as provided in subsection 3.02(e) below. Interest on the Bond shall be computed on the basis of twelve (12) thirty (30) day months and a 360-day year. Upon the occurrence of an event of default, the Bond shall bear interest at the Default Rate until such default is cured.

(c) Payments. Interest on the Bond shall be paid semi-annually on April 1 and October 1, commencing October 1, 2014, until the Bond is paid in full. Principal on the Bond shall be paid in annual installments beginning on October 1, 2014, and thereafter on each October 1 until paid in full. Principal on the Bond shall be paid as set forth on Schedule I attached to the Bond, subject to prepayment by the City prior to the Maturity Date as provided in subsection 3.02(d) below.

(d) Prepayment. The Bond is not subject to prepayment prior to October 1, 2022. Beginning on October 1, 2022, the Bond is subject to prepayment in whole, but not in part, at a price of par, plus accrued interest to the prepayment date. Any prepayment shall be applied first to accrued and unpaid interest to the date of prepayment and then to the unpaid principal.

(e) Adjustments to Interest Rate.

In the event of a Determination of Taxability, the Interest Rate payable on the Bond shall be subject to a full gross-up modification, at the rate of [4.37%] (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on the Bond for the period commencing on the date on which the interest on the Bond ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date the Bond ceased to be outstanding or such adjustment is no longer applicable to the Bond (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on the Bond for the Taxable Period under the provisions of the Bond without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on the Bond is includable in the gross income of the Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

Section 3.03. Compliance with Section 215.84. The City represents, warrants, and covenants that the Interest Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.04. Conditions Precedent to Funding. Prior to or simultaneously with the delivery of the Bond by the City there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the City to the effect that (i) the City is a municipal corporation duly created and validly existing under the Constitution and laws of the State of Florida, with full legal right, power and authority to enact Ordinance No. 2953-14 to adopt the Parity Bond Resolution, to adopt the Bond Resolution, to issue the Bond, to authorize, execute and deliver this Agreement, to perform its obligations under the Bond, the Bond Resolution and this Agreement and to consummate the transactions contemplated by such instruments; (ii) the Bond Resolution has been duly adopted by the City at a duly convened public meeting following proper public notice, has not been amended or repealed and is in full force and effect,

and constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms; (iii) Ordinance No. 2953-14 was duly enacted by the City Commission of the City and the Parity Bond Resolution was adopted at duly called public meetings following proper public notice, and have not otherwise been amended or repealed and is in full force and effect as of the date hereof; (iv) the Bond and this Agreement have been duly authorized, executed and delivered by the City and constitute valid and binding obligations of the City enforceable in accordance with their respective terms (subject as to enforceability of any remedies to any applicable bankruptcy or insolvency laws or other laws affecting creditors' rights generally, from time to time in effect); (v) to the best of his knowledge, the adoption of the Bond Resolution, and the authorization, execution and delivery of the Bond and this Agreement, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, resolution or any agreement or other instrument to which the City was or is subject, as the case may be, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Bond Resolution and the Loan Agreement; (vi) to the best of his knowledge, all approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligations under the Bond Resolution, this Agreement and the Bond have been obtained and are in full force and effect; (vii) there is no litigation pending or, to the best of his knowledge threatened, to restrain or enjoin the issuance or sale of the Bond or in any way affecting any authority for or the validity of the Bond, the Bond Resolution, this Agreement, the pledge of the Pledged Revenues, Ordinance No. 2953-14 or the Parity Bond Resolution; (viii) neither the corporate existence nor the title of any of the present City Commission Members and officials thereof to their respective offices is being contested; and (ix) the City has complied with all conditions precedent to the issuance of the Bond.

(b) an opinion of Bond Counsel (who may rely on the opinion of Counsel to the City as to certain matters), stating that such counsel is of the opinion that: (i) the Bond Resolution and this Agreement constitute valid and binding obligations of the City, enforceable upon the City in accordance with their respective terms; (ii) the Bond is a valid and binding special obligation of the City, enforceable in accordance with its terms, payable solely from the sources provided therefor in the Bond Resolution and this Agreement; and (iii) assuming compliance by the City with certain covenants in this Agreement relating to requirements contained in the Code, interest on the Bond is excluded from gross income for purposes of federal income taxation, and interest on the Bond is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations;

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City.

(d) a certificate of the City indicating that since September 30, 2013, there has been no material adverse change in the financial condition, operations or prospects of the City or laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the City's ability to comply with its obligations hereunder and under the Bond.

(e) such other documents as the Bank or its counsel reasonably may request (including, without limitation, appropriate executed Florida Division of Bond Finance forms).

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with the Bank, and when the Bond shall have been executed as required by this Agreement, and all conditions of the Bond Resolution have been met, the City shall deliver the Bond to or upon the order of the Bank, but only against the City's receipt of the proceeds of the Bond.

Section 3.05. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Clerk in the City's records the registration of the Bond and the registration of transfers of the Bond as provided in this Agreement. The transfer of the Bond may be registered only upon the books kept for the registration of the Bond and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Bond attached as Exhibit "A" to this Agreement. The Bank may assign in whole, or in part, its rights, title and interest in the Bond to a qualified institutional buyer as such term is defined in Rule 144(a)(1) of the Securities Act of 1933, as amended; provided, however, the Bond may not be transferred in a denomination less than \$100,000 under any circumstances. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Bond a new Bond registered in the name of the transferee. In all cases in which the Bond shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Bond in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the City) with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Bond shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Bond on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Bond.

In the event the Bond is mutilated, lost, stolen, or destroyed, the City shall execute a new Bond of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of such a mutilated Bond, such mutilated Bond shall first be surrendered to the City, and in the case of a lost, stolen, or destroyed Bond, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the Bond. The person in whose name the Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Bond shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of a Bond is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Bond; provided, however, any transfer shall comply with Section 3.05 hereof. Every prior registered owner of a Bond shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

ARTICLE IV COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Bond or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of the Bond. The City promises that it will promptly pay the Debt Service on the Bond and all other amounts due under this Agreement at the place, on the dates and in the manner provided in Section 3.02 hereof and in the Bond according to the true intent and meaning hereof and thereof.

Section 4.03. Security for Bond. The payment of the principal of and interest on the Bond and all other amounts payable under this Agreement or the Bond or in connection therewith shall be secured by a first priority pledge of and lien on the Pledged Revenues. The City does hereby create and grant to the Owner of the Bond a first priority pledge of and lien on the Pledged Revenues to provide for and secure the payment of principal of and interest on the Bond and all other obligations of the City under the Bond and this Agreement. The lien of the Owner of the Bond upon the Pledged Revenues shall be on a parity with the lien upon the Pledged Revenues of the owners of the Parity Bonds. The City shall impose, levy and use its best efforts to collect all Pledged Revenues and other amounts due to it, and shall take no action to impair the collection of the Pledged Revenues.

Section 4.04. Annual Audit, Budget and Other Financial Information. The City shall, within a reasonable amount of time after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention. The annual financial statements shall be prepared in conformity with generally accepted accounting principles and shall include a separate line item showing the annual amount of the Pledged Revenues received during the subject fiscal year. A copy of the audited financial statements for each Fiscal Year shall be furnished to the Owner of the Bond within 210 days following the close of each Fiscal Year. The City shall provide the Owner of the Bond with such other financial information with regard to the City and the Pledged Revenues as the Owner may reasonably request.

Section 4.05. Federal Income Tax Covenants.

(A) The City covenants with the Owner from time to time of the Bond that it shall not use the proceeds of the Bond in any manner which would cause the interest on the Bond to be or become includable in the gross income of the Owner thereof for federal income tax purposes.

(B) The City covenants with the Owner from time to time of the Bond that neither the City nor any Person under its control or direction will make any use of the proceeds of the Bond (or amounts deemed to be proceeds under the Code) in any manner which would cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and neither the City nor any other Person shall do any act or fail to do any act which would cause the interest on the Bond to become includable in the gross income of the Owners thereof for federal income tax purposes.

(C) The City hereby covenants with the Owner from time to time of the Bond that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bond from the gross income of the Owner thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an “Event of Default:”

(a) [payment of the principal of or interest on the Bond or other fees or amounts due thereunder or hereunder shall not be made when such amounts are due and payable and such amounts shall remain unpaid for a period of ten (10) days;

(b) the City shall default in the due and timely performance of its covenant with regard to the imposition, levy and collection of the Pledged Revenues.

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bond or in this Agreement and such default shall continue for thirty (30) consecutive days after written notice shall have been given to the City by the Bondholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Bondholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall, in the reasonable judgment of the Bondholder, be necessary to enable the City to diligently complete such curative action;

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of this Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Bond;

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted;

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) consecutive days from the date of assumption of such custody or control.]

Section 5.02. Remedies. Any Bondholder may, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights including the appointment of a receiver, existing under State or federal law, or granted and contained in the Bond Resolution and this Agreement, and may enforce and compel the performance of all duties required by this Agreement and the Bond Resolution or by any applicable statutes to be performed by the City, or by any agency, officer, member or employee thereof. The Bondholder shall have no right to accelerate the payment of Debt Service on the Bond.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of the Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

The Bondholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Bond and all other sums payable to the Bank hereunder have been paid in full.

Section 6.03. Notice of Changes in Fact. Promptly after the City becomes aware of the same, the City will notify the Bank of (a) any changes in any material fact or circumstance

represented or warranted by the City in this Agreement or in connection with the issuance of the Bond, and (b) any default under this Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposes to take with respect thereto.

Section 6.04. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by the City and the Bondholder.

Section 6.05. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

As to the City:

Attention:

As to the Bank:

Pinnacle Public Finance, Inc.

Attention: [_____]

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.06. Waiver of Jury Trial. To the extent permitted by applicable law, each of the City and the Bank, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with the Bond Resolution, this Agreement, the Bond or any agreement contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto.

Section 6.07. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Bondholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Bondholder.

Section 6.08. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Bond shall for any reason be held to

be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Bond, but this Agreement, any amendment or supplement hereto and the Bond shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Bond or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.09. Business Days. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for prepayment of the Bond shall not be a Business Day, then payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, but interest on any such principal amount shall accrue through the date payment is received.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.11. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.12. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Bond, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Bond or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.13. Incorporation by Reference. All of the terms and obligations of the Bond Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the

foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF WINTER PARK, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

PINNACLE PUBLIC FINANCE, INC.

By: _____
Name:
Title:

EXHIBIT A

FORM OF BOND

THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS MORE FULLY DESCRIBED IN THE LOAN AGREEMENT REFERRED TO HEREIN.

**CITY OF WINTER PARK, FLORIDA
REFUNDING REVENUE BOND,
SERIES 2014**

Principal Sum	Bond Rate	Maturity Date	Date of Issuance
\$	[_____]%	October 1, 2033	June 13, 2014

The **CITY OF WINTER PARK, FLORIDA** (the “City”), for value received, hereby promises to pay to the order of PINNACLE PUBLIC FINANCE, INC., a Delaware corporation, or its registered assigns (the “Holder”), at [_____], or at such other place as the Holder may from time to time designate in writing, solely from the Pledged Revenues as defined in and in the manner and to the extent described in that certain Loan Agreement by and between the Holder and the City, dated June 13, 2014 (the “Agreement”), the Principal Sum stated above loaned to the City by the Holder pursuant to the Agreement, together with interest thereon at the Interest Rate indicated above, until the Maturity Date or the date the principal amount of this Bond is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Bond shall bear interest at the Interest Rate indicated above, which Interest Rate shall be subject to adjustment as provided in the Agreement, and shall be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

Upon the occurrence of a Determination of Taxability this Bond shall bear interest at the Taxable Rate as provided in the Agreement. Upon the occurrence of an Event of Default, this Bond shall bear interest at the Default Rate as provided in the Agreement.

Interest on this Bond shall be paid semi-annually on April 1 and October 1, commencing October 1, 2014, until paid in full. Principal on this Bond shall be paid in annual installments

beginning October 1, 2014, and on every October 1 thereafter until the Maturity Date in accordance with the amortization schedule as set forth on Schedule I attached hereto and made a part hereof, subject to prepayment by the City prior to the Maturity Date as provided below.

This Bond is not subject to prepayment prior to October 1, 2022. Beginning on October 1, 2022, the Bond is subject to prepayment in whole, but not in part, at a price of par, plus accrued interest to the prepayment date. Any prepayment shall be applied first to accrued and unpaid interest to the date of prepayment and then to the unpaid principal.

This Bond is authorized to be issued in the Principal Sum under the authority of and in full compliance with the provisions of Chapter 166, Parts I and II, Florida Statutes, as amended; Chapter 86, Article III, of the Code of Ordinances of the City, Ordinance No. 1898-05 adopted by the City on May 9, 2005 (the "Original Resolution"), Ordinance No. 2953-14 enacted by the City on March 10, 2014, Resolution No. 2138-14 adopted by the City on March 24, 2014 and Resolution No. [] adopted by the City on June 9, 2014 (the "Bond Resolution"); and other applicable provisions of law, and is subject to all terms and conditions of said Bond Resolution and the Agreement.

Notwithstanding any provision in this Bond or the Agreement to the contrary, in no event shall the interest contracted for, charged or received in connection with this Bond (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein.

Payment of the principal of and interest on this Bond and all other amounts payable hereunder and under the Agreement are secured by a first priority pledge of and lien upon the Pledged Revenues in accordance with the terms of the Agreement, such lien being on parity with the lien on the Pledged Revenues of the Parity Bonds.

Upon the occurrence of an Event of Default the Holder shall have such remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Bond is governed and controlled by the Original Resolution, Ordinance No. 2953-14, Resolution No. 2138-14, the Bond Resolution and the Agreement and reference is hereby made thereto regarding remedies and other matters.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the Mayor, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk of the City and this Bond to be dated the Date of Issuance set forth above.

CITY OF WINTER PARK, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Name of Bondholder: _____

By: _____

SCHEDULE I

PRINCIPAL AMORTIZATION SCHEDULE

MATURITY DATE <u>(OCTOBER 1)</u>	MATURITY <u>AMOUNT</u>
-------------------------------------	---------------------------

TOTAL	\$
-------	----

City of Winter Park, FL
Series 2014 Electric Revenue Refunding Bonds Summary

	Bank of America	TD Bank	SunTrust	Pinnacle Public Finance
Proposal Requirements				
Contact Information	Joe Miller Senior Vice President 100 West Garden Street Pensacola, FL 32501 O: 850-934-5946 j.r.miller@bamf.com	Steven M. Fisher Regional Vice President 1560 Orange Avenue, Suite 300 Winter Park, FL 32789 T: 407-622-3555 steven.fisher@td.com	Brian Orth First Vice President 200 S. Orange Ave, Suite 600 Orlando, FL 32801 O: 407-237-6764 Brian.orth@suntrust.com	Blair Swain Vice President 8377 E Hartford Dr., Suite 115 Scottsdale, AZ 85255 O: 480-419-3634 bswain@ppf-inc.com
Final Maturity	6/13/2024	10/1/2033	10/1/2034	10/1/2033
Bank Qualified Tax-Exempt Interest Rate	Indicative: 2.680% (only 10 year term)	Indicative: 2.830%	<u>Fixed Rates Options</u> (i) 10 YR Put/ 20 YR Amort: 2.600% (ii) 15 YR Put/ 20 YR Amort: 2.970% (iii) 20 YR Amort: 3.180%	Fixed: 2.840%
Non-Bank Qualified Tax-Exempt Interest Rate	Indicative: 2.940% (only 10 year term)	Indicative: 2.920%	<u>Fixed Rate Options</u> (i) 10 YR Put/ 20 YR Amort: 2.710% (ii) 15 YR Put/ 20 YR Amort: 3.090% (iii) 20 YR Amort: 3.300%	Lender will lower interest rate to 2.740% if City commits to maintaining a depository balance of at least \$1MM with BankUnited for 1 YR.
Calculation	N/A	BQ Rate: 67% of 10 Year Swap Rate + 101 bps NBQ Rate: 69% of 10 Year Swap Rate + 105 bps	N/A	N/A
Rate Locked to Closing, or Date to be set	Set two (2) days prior to Closing or upon the execution of a Rate Lock Agreement	Lender will hold the rate of interest based on the formulas above for forty-five (45) days from the date of receipt of a signed formal commitment by the borrower, and an executed Rate Lock Agreement	Rates to be held for thirty-five (35) days from the date of the proposal.	Rate is valid through June 20, 2014
Prepayment Penalty	Standard Prepayment Language	(i) Make Whole Provision (ii) Prepayable anytime at Par for an additional: (A) Bank Qualified: 21 bps (B) Non-Bank Qualified: 22 bps	A) For Option 3: Make Whole Provision; Can be waived for an additional 19 bps B) Prepayable in Whole at Par after two (2) years for an additional: (i) 4 bps (ii) 6 bps (iii) 15 bps	Prepayable beginning 10/1/22 in whole at price equal to par plus accrued interest
Legal/Other Fees	\$4,500	\$7,000	\$6,500	\$4,000
Other Conditions	(i) Gross Up Provision for Taxability (ii) Maintain existing Rate Covenant and Ad Bonds Test in Bond Ordinance (iii) Will require City to provide backup CB&A from non-ad valorem revenues (iv) A long term credit rating below "BBB-" by any rating agency will be considered an event of default (v) No material adverse change (vi) Lender may accelerate loan under Default (vii) Lender may charge default rate to maximum allowable by law (viii) Lender may impose late payment fee of 4% after fifteen (15) day grace period (ix) Subject to final Bank and Bank counsel review (x) Lender requires ten (10) business days for final credit approval	(i) Gross up for Taxability and Change of Corporate Tax Rate Provision (ii) Default rate of interest: 4% in excess of the rate of interest prior to default (iii) Borrower must provide: (1) Audited Financial statements 210 days after FY end (2) Annual Budget 60 days after approval (3) Additional financial information to verify financial assumptions and creditworthiness (iv) Ad Bonds Test: 1.25x MADS (v) No material adverse change in financial condition (vi) Refunding bonds will be on parity with outstanding 2005A Electric Revenue Bonds and other outstanding Electric Revenue Bonds (vii) Late charge of 6% if more than 15 days late on payment (viii) Additional Due Diligence (ix) Borrower to maintain a minimum public debt rating of "BBB-"; Any lower shall cause an event of default thus causing applicable remedies including right to accelerate (x) Implementation of certain terms, conditions, covenants or other non-material changes	(i) To maintain rates, Borrower must notify Lender of its acceptance by May 15, 2014 and transaction must close by June 13, 2014 (ii) Put Provision - Lender will give written notice 120 days prior (iii) Gross Up Provision for Taxability, Rate shall be adjusted if Note is determined to not qualify as Bank Qualified (iv) Provide Bond Counsel opinion if Note is NBQ. If BQ, Bond Counsel must provide opinion regarding Taxability and qualification under Section 265(b) (3) of the IRS Code (v) Provide audited financial statements within 270 days of FY end and Annual Budget within 30 days of adoption as well as any other information lender may request (vi) Interest payments collected via ACH Direct Debit from a Suntrust Bank Account (vii) Debt to be on Parity with all other senior debt secured by electric utility (viii) Anti Dilution Test: 1.25x MADS (ix) Rate Covenant: 1.25 times (x) Default rate of prime + 8%, if acceleration not allowed default rate increased to 18%	(i) Gross up provision for Taxability (Rate changes to 4.370% or 4.220% if deemed taxable) (ii) Default rate of 5% (iii) Requires a completed executed copy of the transcript by noon the day prior to funding with original signatures (iv) Subject to final credit approval by BankUnited (v) Provision to provide CAFR within 210 days of FY end and other financial information as reasonably requested including Annual Budget (vi) Right to assign Note to QIB's in minimum denominations of \$100,000 (vii) Rate Covenant and Ad Bonds Test in the range of 1.20x -1.50x (viii) Provide Bond Counsel Opinion (ix) On parity with unrefunded 2005A Bonds and other Electric Revenue Bonds



city commission **public hearing**

item type	Public Hearing	meeting date	June 9, 2014
prepared by department division	Troy Attaway Public Works Department	approved by	☒ City Manager ☐ City Attorney ☐ N/A
board approval	☐ yes ☐ no ☒ N/A final vote		

Subject: Ordinance to Vacate a Portion of Loren Avenue within Ravaudage.

Benjamin Partners Ltd. and the Sydgan Corp. representing Bubbalou's Inc. have requested the City to vacate a portion of Loren Avenue within the Ravaudage PD area. The map attached and the exhibit shows that portion of Loren Avenue, as well as the three other streets that were vacated by the City commission in June 2013. Those streets were:

1. The right-of-way of Elvin Avenue lying between Bennett Avenue and Loren Avenue;
2. The right-of-way of Loren Avenue lying between Elvin Avenue and Glendon Parkway;
3. The right-of-way of Kindel Avenue lying between Bennett Avenue and Lewis Drive.

The staff's approval of this request is based upon the applicant's offer to convey to the City an easement for a private road running from the north end of the public street of Loren Avenue, west out to Bennett Avenue thereby avoiding the creation of a dead end street. Also attached is a site plan of the proposed 274 unit American Land Ventures apartment project and the proposed easement language. Staff has discussed this item with the owners of the Winter Park Veterinary Clinic at 1601 Lee Road and they understand this will have no impact on their existing access from Bennett Avenue. Also, the new access road will support delivery trucks accessing the Bubbalous restaurant.

Staff Recommendation:

The Public Works Department recommends adoption of this Ordinance conditioned upon provision of the easement, as described above.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING
AND ABANDONING A PORTION OF LOREN AVENUE WITHIN THE
RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION
AREA, MORE PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the City Commission desires to foster the development of the Ravaudage Planned Development by vacating and abandoning certain platted streets within the Home Acres subdivision as platted in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, so that an alternate street system can be developed to better serve the economic growth of this area, and

WHEREAS, this Ordinance meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to abutting property owners 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.

t

WHEREAS, the city public works department has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Ordinance and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law.

NOW, THEREFORE, BE IT ENACTED as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Loren Avenue lying approximately 235 feet south of the platted right-of-way of Kindel Avenue per the plat of Homes Acres, as recorded in Plat Book "M", Page 97, as more particularly described in Exhibit "A".

Section 2. This Ordinance is conditioned upon the receipt by the City of an easement to be recorded in the Public Records of Orange County for a private street to run from the terminus of the north end of Loren Avenue west to the right-of-way of Bennett Avenue, so as to eliminate the creation of a dead-end road.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

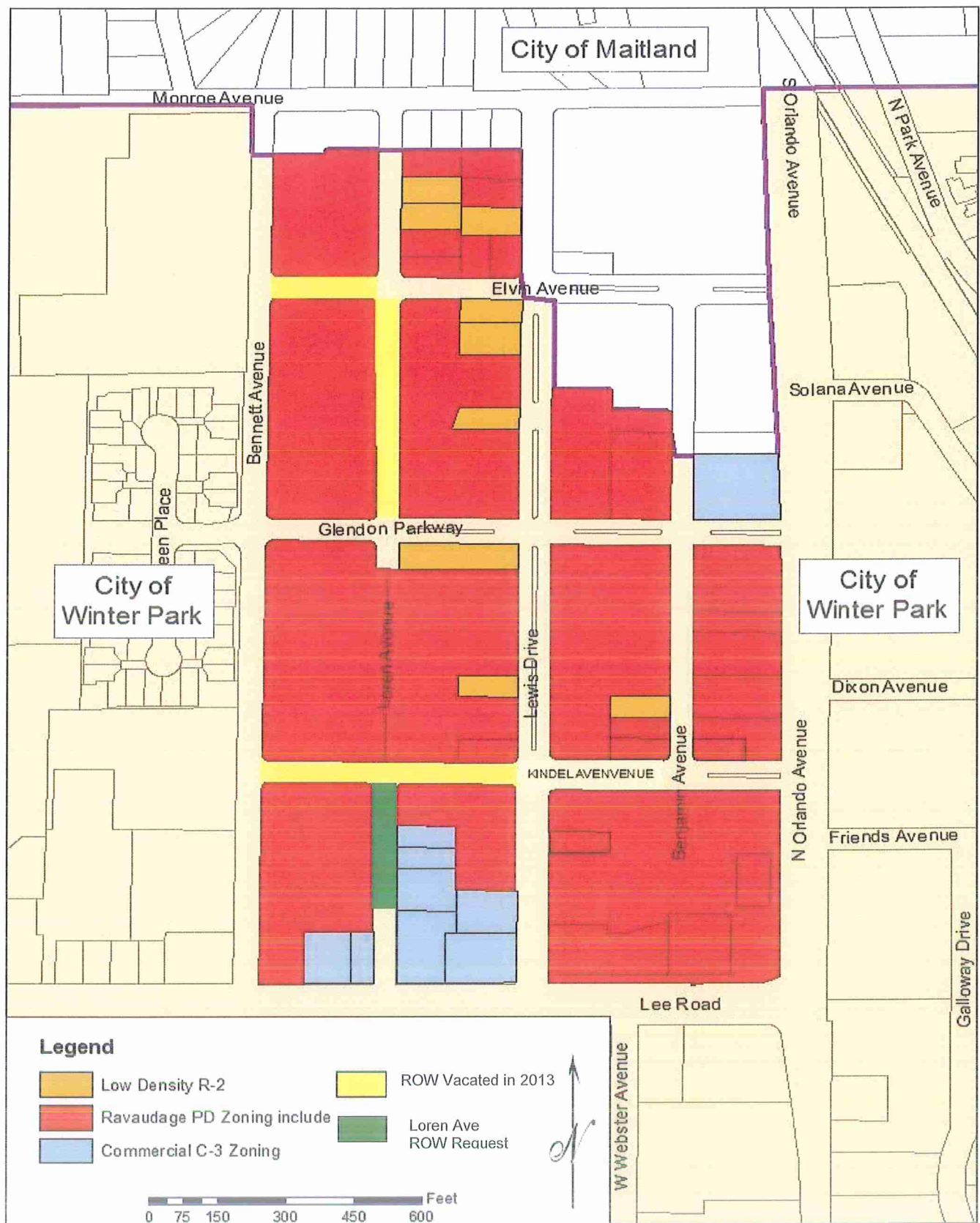
Section 4. This ordinance shall become effective upon the delivery to the City and recording in the Public Records of Orange County of an easement for the private access road, as detailed in section 2 of this Ordinance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park,
Florida, on the _____ day of _____, 2014.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham, MMC



SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)
A PORTION OF LOREN AVENUE

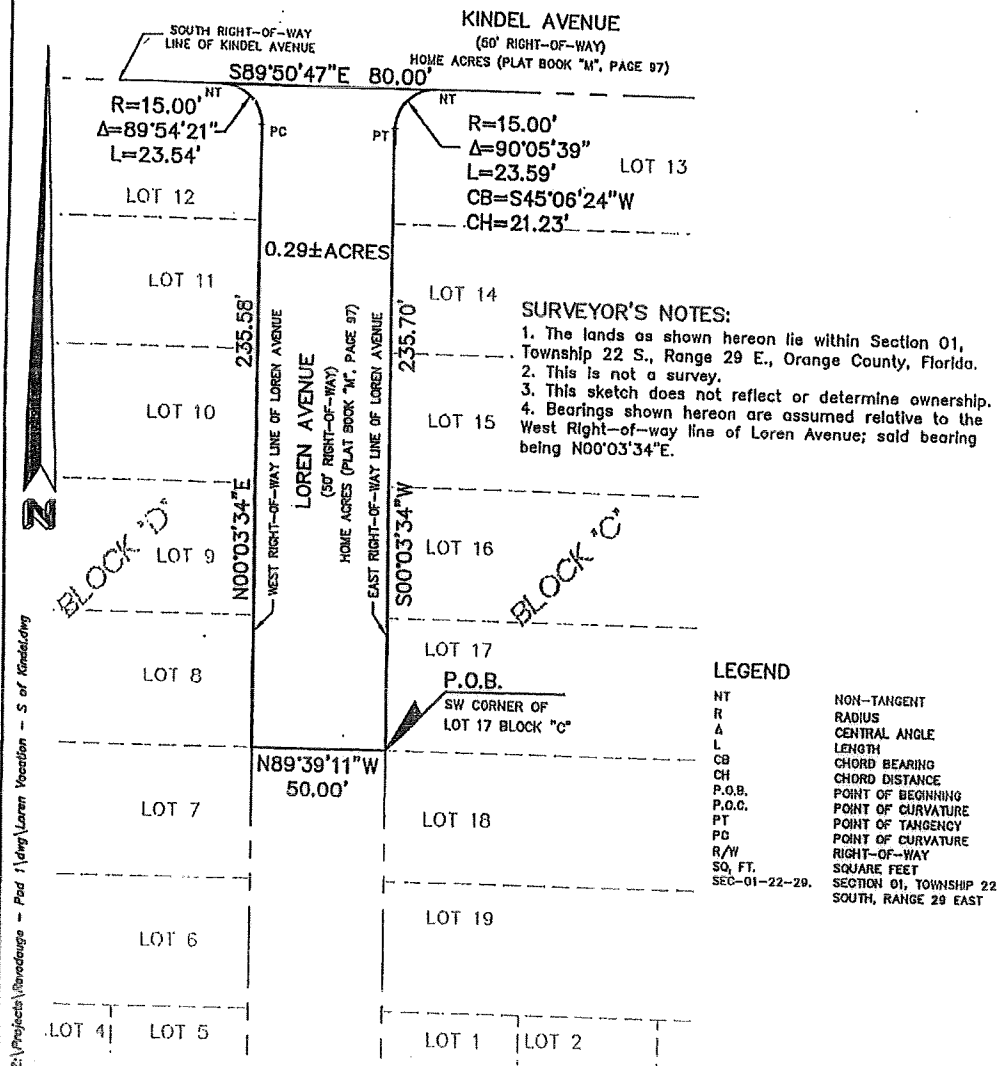
Exhibit "A"

LEGAL DESCRIPTION:

THAT PORTION OF LOREN AVENUE, A 50 FOOT RIGHT-OF-WAY, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 17, BLOCK "C", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°39'11"W, FOR A DISTANCE 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOREN AVENUE; THENCE N00°03'34"E ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 235.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 89°54'21" AND AN ARC DISTANCE OF 23.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF KINDEL AVENUE, A 50 FOOT RIGHT-OF-WAY, PER SAID HOME ACRES, SAID POINT ALSO BEING A POINT ON A NON-TANGENT LINE; THENCE S89°50'47"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE FOREMENTIONED LOREN AVENUE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF S45°06'24"W AND A CHORD LENGTH OF 21.23; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°05'39" AND AN ARC DISTANCE OF 23.59 FEET TO A POINT OF TANGENCY; THENCE S00°03'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 235.70 FEET TO THE POINT OF BEGINNING

CONTAINING 0.29 ACRES (12.629 SQUARE FEET), MORE OR LESS.



SHEET 1 OF 1

HLSM LLC
Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
165 Middle Street, Suite 1101
Lake Mary, Florida 32746
P. (407) 647-7346
F. (407) 647-8097
www.FloridaLandSurveyor.com
Licensed Business No. 7276

Job No: E-9553
Date: 12/20/13
Drawn By: AMJ
Scale: 1"=50'

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

William F. Menard
William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

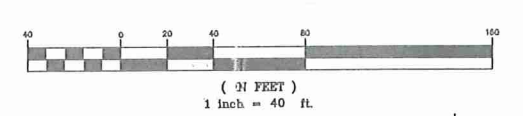
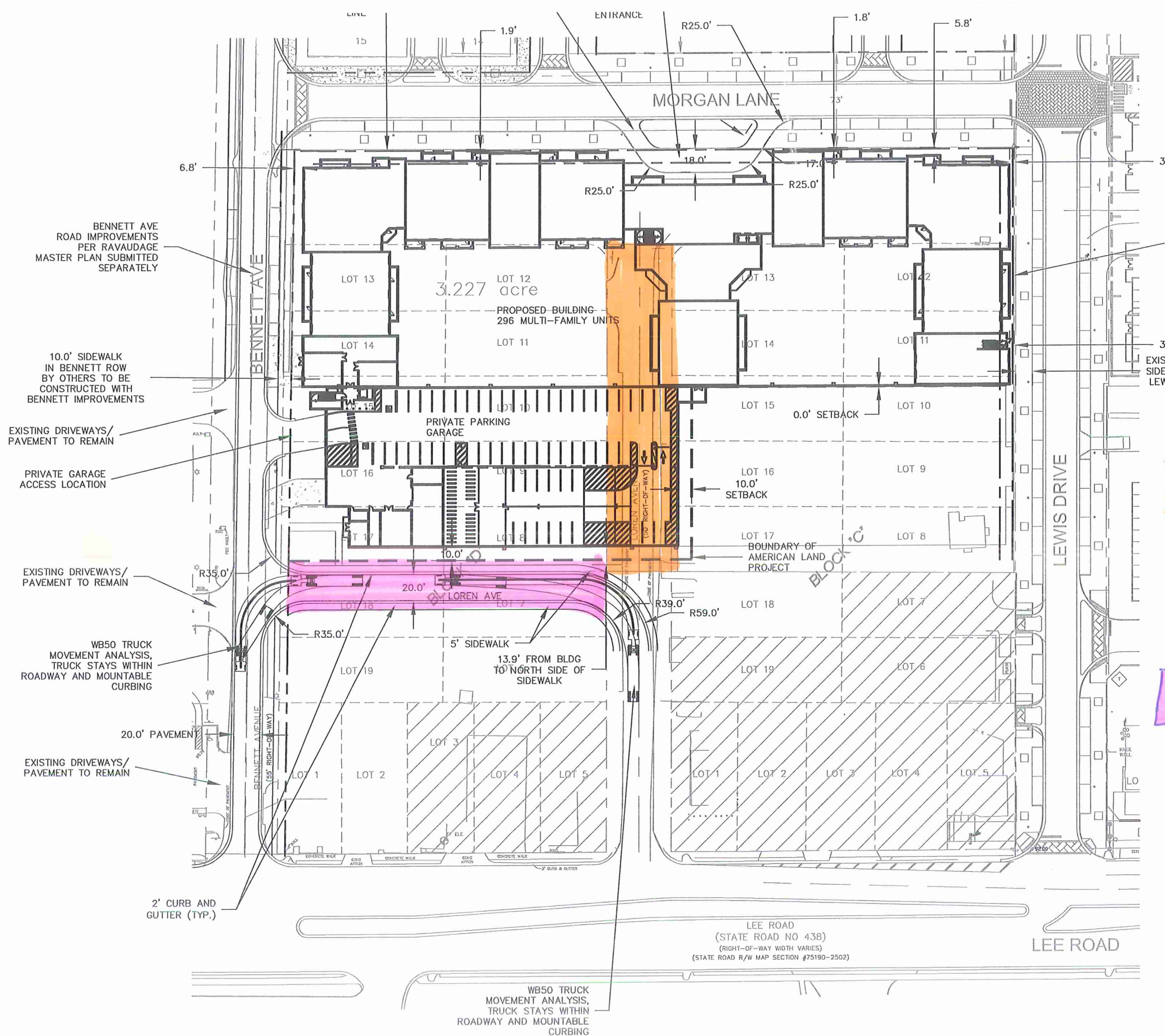


Exhibit "B"

LEGEND

LOREN AVENUE Right of Way TO BE VACATED

Access Road And Easement to be constructed

RAVAUDAGE
master plan
winter park, floridaDIX. LATHROP
AND ASSOCIATES, INC.

mp-1

epn

Ravadauge - Winter Park Program
489 multi-family residential units
320 hotel keys
1,214,100 sf commercial

Note: land use/trip equivalency matrix may be utilized to exchange building program components per market demands.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF LOREN AVENUE WITHIN THE RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION AREA, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission desires to foster the development of the Ravaudage Planned Development by vacating and abandoning certain platted streets within the Home Acres subdivision as platted in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, so that an alternate street system can be developed to better serve the economic growth of this area, and

WHEREAS, this Ordinance meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to abutting property owners 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 city public works department has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Ordinance and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law.

NOW, THEREFORE, BE IT ENACTED as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Loren Avenue lying approximately 235 feet south of the platted right-of-way of Kindel Avenue per the plat of Homes Acres, as recorded in Plat Book "M", Page 97, as more particularly described in Exhibit "A".

Section 2. This Ordinance is conditioned upon the receipt by the City of an easement to be recorded in the Public Records of Orange County for a private street to run from the terminus of the north end of Loren Avenue west to the right-of-way of Bennett Avenue, so as to eliminate the creation of a dead-end road.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon the delivery to the City and recording in the Public Records of Orange County of an easement for the private access road, as detailed in section 2 of this Ordinance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, on the _____ day of _____, 2014.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham, MMC

Prepared by and
Return to:
Usher L. Brown, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802

PUBLIC ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Public Access Easement and Maintenance Agreement ("Agreement") is entered effective this ____ day of _____, 2014, between the City of Winter Park ("City") and jointly and severally, the party of the second part, Benjamin Partners, Ltd. and Sydgan Corporation (hereafter jointly referred to as the "Developer").

For the consideration hereinafter mentioned, which consideration includes the exchange of mutual promises, the adequacy of which is deemed and agreed to be sufficient, the City and the Developer agree as follows:

RECITALS

WHEREAS, the Developer, representing Bubbalou's, Inc. has requested that the City vacate a portion of Loren Avenue within the Ravaudage PD area; and

WHEREAS, the City has vacated previously certain right-of-way in June, 2013, at the request of the Developer and to facilitate the development of the Ravaudage PD; and

WHEREAS, the City has vacated or will do so within sixty (60) days hereof, the requested portion of Loren Avenue (hereinafter referred to as the “Vacated Portion of Loren Avenue”) by ordinance; and

WHEREAS, the Developer has agreed to grant to the City an easement for public use of a private road running from the remaining north end of the public street of Loren Avenue west to Bennett Avenue, (hereinafter referred to as the “Private Road”), more particularly described and shown on Exhibit “A” to this Agreement, (said exhibit being incorporated herein by reference), so as to avoid the creation of a dead-end street within the Ravaudage PD; and

WHEREAS, Exhibit “A” and the Private Road shall also constitute the Easement Area provided by this Agreement; and

WHEREAS, the City Commission of the City of Winter Park by approval of this Agreement has determined that this arrangement providing for the public use of the Private Road is in the municipal interest.

NOW THEREFORE, for the consideration previously acknowledged above, the parties covenant, agree and are bound as follows:

1. Incorporation of Recitals. The Recitals, including Exhibit “A” that describes the Private Road, are incorporated into the Agreement by reference and are fully made a part of this Agreement, and the same are fully binding upon the parties.

2. Grant of Easement. In consideration of the City’s past vacation of certain right-of-way within the Ravaudage PD and in specific consideration of the vacation of the Vacated Portion of Loren Avenue (also referred to as the “Easement Area”), the Developer hereby irrevocably grants an easement to all members of the public to use the Private Road in all lawful and customary purposes for which the public may use a public road and right of way. Public use

is subject to the condition that all uses shall be lawful and conducted in a reasonable manner in compliance with the laws and local ordinances concerning motor vehicle safety, vehicular traffic, and the operation of vehicles of any type (including non-motorized vehicles such as bicycles, and/or pedestrian use). All duly certified law enforcement officers may enforce the laws and local ordinances on or about the Easement Area, and this right is part of the easement granted.

3. Term. Unless terminated sooner by the parties mutually agreeing in writing or by a dedication of the Private Road to the City, the term of this Agreement shall be ninety-nine (99) years. Unless the parties in writing mutually agree to terminate this Agreement upon expiration of the initial ninety-nine (99) year term, the Agreement shall extend automatically for successive and additional ninety-nine (99) year terms. The term of this Agreement will end at such point in time that the City accepts the dedication of the Private Road and at that point the easement granted herein will terminate, the road will become a public road and the City will assume ownership and maintenance. However, nothing herein shall be construed to require the City to accept the Private Road as a City road if the Developer tenders dedication.

4. Recordation of Agreement. The easement granted in paragraph 2, above, shall be sufficient to establish the right of the public to use the Private Road for all lawful public purposes as provided therein. This Agreement shall be recorded to give due public notice of these rights conferred pursuant to this easement. The cost of the recordation shall be reimbursed by the Developer.

5. Developer's Expenses. Developer agrees to pay the City Seven Hundred Fifty Dollars (\$750.00) to cover the City's time and expenses in processing this Developer request and time and expenses related to prior vacation of right-of-way as requested by the Developer.

6. Standards and Maintenance. Developer agrees that the Private Road subject to the public easement shall be permitted and constructed in accordance with City regulations, procedures and standards. The Developer agrees to abide by directives issued by the City Manager or his designee with respect to rulings concerning procedures and construction standards for the Private Road. In addition, the Developer agrees to abide by the City Manager's or designee's rulings on the standard of maintenance thereafter to be achieved and maintained during the term of the easement and this Agreement. The Developer and successors of the Developer shall be responsible for the expenses associated with maintaining the Private Road in accordance with City standards as the City may determine those standards to exist from time to time in the future. The Developer may maintain the road using its own forces (including this option being available to any successor of the Developer) or the Developer may contract with the City to maintain the Private Road and pay the expenses for such maintenance to the City pursuant to subsequent agreement.

If the Developer fails to maintain in accordance with City standards, then the City, pursuant to its right of easement and access conferred in paragraph 2, above, and pursuant to the specific rights of access and easement contained herein, shall have the right to enter upon the premises of the Private Road and any other surrounding property as reasonably necessary to effectuate appropriate repair and/or maintenance, and the cost of such maintenance or repair shall constitute a lien on all property of the Developer within the Ravaudage PD (including a lien upon all property of any successor of the Developer within the Ravaudage PD). Additionally, payment of Developer Expenses and costs identified in paragraphs 4 and 5 hereof are enforceable by lien and the provisions of this paragraph.

Except in a case of an emergency as determined by the City to put at risk the health, safety or welfare of persons in the community, the City shall give the Developer ten (10) days' written notice of any deficiency in repair or maintenance of the Private Road and shall allow the Developer the opportunity to cure the deficiency in repair or maintenance within the ten (10) day cure period or, if the nature of the default is such that the Developer cannot completely cure the problem within ten (10) days, the City, so long as there is not an immediate danger to the health, safety or welfare of persons, shall allow the Developer to commence the cure within said ten (10) day period of time and thereafter to continuously work in a *bona fide* significant manner towards achieving a complete cure of the default. If the Developer fails to timely respond and cure in accordance with the standards set out in this paragraph, then the City shall have the remedy previously mentioned whereby it may access and enter the premises, effectuate the repair or maintenance, and lien the Developer or successor for all costs associated with the repair or maintenance. Additionally, the Developer or its successor shall be immediately liable to pay upon demand and subject to breach of contract action and to foreclose any such lien to enforce the payment of all amounts due if the City is required to effectuate a repair or to conduct maintenance of the Private Road.

7. Miscellaneous.

- a. Venue of any dispute arising out of or related to this Agreement or the Private Road shall be exclusively in the court of appropriate jurisdiction in Orange County, Florida.
- b. The law of Florida shall apply with respect to the enforcement of this Agreement.

- c. The City has not waived its sovereign immunity pursuant to this Agreement. Therefore, the City is only responsible to perform the express provisions of this Agreement, and there are no other implied, equitable or common law obligations. The City reserves all of its rights, privileges and authority under the doctrine of sovereign immunity (including those rights set out in Section 768.28, Florida Statutes, as it may be amended, with respect to presuit notification procedures and limitations of liability).
- d. There are no third party beneficiaries to this Agreement. Only Sydgan and Benjamin Partners, on the one hand (i.e., the Developer) and the City of Winter Park, on the other hand, shall have any rights pursuant to this Agreement. Notwithstanding, any successor to the Developer shall be bound by the duties and requirements imposed by this Agreement.
- e. This Agreement shall be binding upon all successors of the parties, and shall run with the ownership of the Private Road.
- f. In any litigation between or among the parties, each party shall bear its own attorneys' fees and legal costs unless a cause of action may lawfully be brought pursuant to a statute which provides for an award of attorneys' fees. There is no contractual right of attorneys' fees with respect to the enforcement of this Agreement. Notwithstanding the foregoing, in the event the Developer receives notice of a default or deficiency respecting the need for repair or maintenance of the Private Road and fails to timely cure, the City of Winter Park shall have the right to recover its reasonable attorneys' fees incurred in recovering the amount of damages necessary to

recompense the City for the all costs it may incur in notifying the Developer of the deficiency, effectuating the repair or maintenance, liening the amount incurred, and legal process and procedures needed to collect the amount due from the Developer for such reasons. The reciprocity provision in Section 57.105, Florida Statutes, as it may be amended, shall apply only with respect to an action the City may bring to recover damages for a default in repair or maintenance of the Private Road.

- g. The Developer irrevocably agrees that it will accept, as will its successors, all rulings made by the City Manager or his or her designee concerning the appropriate standard of the City of Winter Park governing repair and maintenance of the Private Road.
- h. Developer and its successors shall hold harmless and indemnify the City from and against all claims, actions, lawsuits or damages arising out of this Agreement, the easement conferred hereunder, and/or any occurrence arising out of or during the use of the Private Road by any person or entity.

Agreed, as of the Effective Date first mentioned above. The parties acknowledge and accept all provisions in this Agreement by their signatures on the following pages:

Remainder of page intentionally left blank

Witnesses:

BENJAMIN PARTNERS, LTD.

Print name: _____

By: _____

Print name: _____

Title: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of May, 2014 by _____, as _____ of BENJAMIN PARTNERS, LTD., who is personally known to me or who has produced _____ as identification and who did take an oath and who acknowledged to me that he/she executed the same for the purposes set forth herein.

NOTARY PUBLIC

(Name typed or printed)

(Seal/Stamp)

Commission Expires: _____

Witnesses:

SYDGAN CORPORATION

Print name: _____

By: _____

Print name: _____

Title: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of May, 2014 by _____, as _____ of SYDGAN CORPORATION, who is personally known to me or who has produced _____ as identification and who did take an oath and who acknowledged to me that he/she executed the same for the purposes set forth herein.

NOTARY PUBLIC

(Name typed or printed)

(Seal/Stamp)

Commission Expires: _____

Witnesses:

CITY OF WINTER PARK, FLORIDA

Print name: _____

By: _____

Print name: _____

Title: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of May, 2014 by _____, as _____ of CITY OF WINTER PARK, FLORIDA, who is personally known to me or who has produced as identification and who did take an oath and who acknowledged to me that he/she executed the same for the purposes set forth herein.

NOTARY PUBLIC

(Name typed or printed)

Commission Expires: _____

(Seal/Stamp)