

Regular Meeting

September 22, 2014 3:30 p.m. Commission Chambers

commissioners			mayor	commissioners		oners		
seat 1	Steve Leary	seat 2	Sarah Sprinkel	Kenneth W. Bradley	seat 3		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

	meeting Ca	nea to Oraei	

- Invocation Reverend Dr. Harold Custer, St. Andrews United Methodist Church Pledge of Allegiance
- 3 Approval of Agenda

1 Monting Called to Order

4	Mayor's Report	*Projected Time *Subject to change
	a. Presentation - Business Recognition Award to 4R Restaurant Group	10 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

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)

8

	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 September 8, 2014. b. Authorize the City Manager, in consultation with the City Attorney, as needed, to sign purchase orders for payment of HIDTA personnel and operations, subject to the condition that the HIDTA grant funds will be the sole source of money to pay these obligations. Additionally, authorize purchase orders in the amounts of \$53,000, \$63,000, \$68,000, \$120,000 and \$154,000 for several independent contractors who provide specialized and confidential investigative services on behalf of HIDTA. Additionally, a purchase order is requested in the amount of \$120,000 for facility expenses of HIDTA. 	5 minutes
10	Action Items Requiring Discussion	*Projected Time

Action Items Requiring Discussion a. Disposal of City-owned property located at 300 N. Pennsylvania Avenue *Projected Time *Subject to change 15 minutes

11 P	ublic Hearings	*Projected Time *Subject to change
a.	Request of Mr. Joseph Passalacqua:After-the-fact subdivision or lot split approval so that 1252Lakeview Drive will be determined to be a buildable lot	30 minutes
b.	Request of Mr. Drew Hill:Conditional use approval to develop a four unit, two story townhouse project at 1003 and 1009 S. Pennsylvania Avenue	15 minutes
C.	Request of Lakeside Winter Park LLC: - Amend the conditional use site plan approval and development agreement for the Lakeside Winter Park project at 111 N. Orlando Avenue to substitute the off-site employee parking needed for the Blue Cross/Blue Shield Medical Office from the location previously approved at 271 S. Orlando to a new location on the property at 110 S. Orlando Avenue	20 minutes
d.	Ordinance – Vacating and abandoning the utility easement at 716 Kiwi Circle (1)	10 minutes
e.	Resolution – Approving the execution of an assignment for the purchase of certain real property owned by Rollins College located at 1111 W. Fairbanks Avenue and known as the bowling alley	10 minutes
f.	Adoption of the fee schedule effective October 1, 2014	15 minutes

12	City Commission Reports	*Projected Time *Subject to change
	a. Commissioner Learyb. Commissioner Sprinkelc. Commissioner Cooperd. Commissioner McMackene. Mayor Bradley	10 minutes each

13	Bu	dget Public Hearings (Must be held after 5:00 p.m.)	*Projected Time *Subject to change
	a.	Ordinance - Adopting the millage rate (2)	30 minutes total
	b.	Ordinance - Adopting the FY 2015 annual budget (2)	

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."

item type

City Manager's Report

meeting date

September 22, 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
	Communication Notices	Construction Project
Fairbanks Improvement Project	 Project is complete. Working on settling LD's and workmanship issues prior to closeout. Working with future customers regarding connection to gravity sewer. 	Connection to sewer instructions posted on City website.
Quiet Zones	State funds approved for grant disbursement. City submitted grant applications for City quiet zones on July 23, 2014.	Applications deadline to State is October 15, 2014.
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.	Staff is coordinating master planning issues with the City Attorney's office.
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	Engineering cost estimates have been completed. Staff believes project can be completed within FDOT's available funding. Contracts among Duke, the City, and FDOT are currently in negotiation.	City Commission action expected October/November 2014
New Hope Baptist Church Project	Construction on the site has continued with pouring concrete drives, parking area and walkways for access to the buildings. Accessible restrooms have been completed	Approved Conditional Use will expire in September 2015.

	inside the church and landscaping will be taking place next. Pastor John Phillips is pursuing licensing for the day care and school through DCF and obtaining required certifications for staff.	
Capen House	The building permit for all interior work has been issued and work is proceeding. The project should now be moving forward more expeditiously.	Completion depending on funds available from contributions.

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

REGULAR MEETING OF THE CITY COMMISSION September 8, 2014

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:33 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Reverend Jim Govatos, Aloma United Methodist Church, 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

Mayor Bradley moved item 11.c up to Non-Action items (7.c).

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

Mayor's Report

a. Winter Park Historical Association report on funding agreement and video

Executive Director Linda Skolfield, Winter Park Historical Association thanked the Commission for their continued support. She provided a brief overview of this year's accomplishments and contributions to the community. A short video titled "Whistle in the Distance, the Trains of Winter Park" was presented.

b. <u>Recognition – Diane Boswell, artist for SunRail Art in Transit "Tree Whisperers" installation</u>

A special recognition was given to Diane Boswell, artist and Winter Park resident for the Art in Transit sculpture titled "Tree Whisperers". This artwork will greet passengers as they arrive in downtown Winter Park at our new train station.

c. Golf Course Task Force

Parks and Recreation Director John Holland announced that the following individuals have volunteered to serve on the Golf Course Task Force:

Bill Neidlinger, City resident Gary Diehl, Golf Industry Professional, City resident Steve Hoffman, CFO of Golf Week, City resident Matt Hegarty, Senior Director, The Golf Channel, City resident Motion made by Mayor Bradley to appoint Bill Neidlinger, Gary Diehl, Steve Hoffman and Matt Hegarty to this task force and for the Parks & Recreation Advisory Board to add a member at their discretion, that we seek a nearby resident from the golf course area to be added and to invite the President of the Men's & Women's Golf Association to participate/co-chair; seconded by Commissioner Sprinkel. No public comments were made. The motion was approved by acclamation with a 5-0 vote.

It was noted that this task force will automatically sunset six months from the first meeting.

d. <u>Board appointment – Utilities Advisory Board</u>

Motion made by Mayor Bradley to appoint Hugh James to the alternate position on the Utilities Advisory Board; seconded by Commissioner Cooper. No public comments were made. The motion was approved by acclamation with a 5-0 vote.

City Manager's Report

City Manager Knight announced the following events:

- Winter Park Country Club Centennial Celebration September 16 at 7:00 a.m.
- Library Task Force Public Forum September 17 at 6:00 p.m. at the Women's Club
- Scoping Meeting for the Visioning Process September 23 at 1:00 p.m. at the Winter Park Community Center
- CRA Agency meeting September 22 at 2:30 p.m.

City Attorney's Report

Attorney Brown provided a brief update on the Max Media/Clear Channel case. He also answered questions related to the proposed medical marijuana ordinance which will be forthcoming in October.

Non-Action Item

a. Pedestrian and Bicycle Citywide Connectivity Plan

Traffic Engineer Butch Margraf introduced the Pedestrian & Bicycle Advisory Board (P&BAB) members and provided an overview of the entire plan. P&BAB member Jill Hamilton Bus provided an introduction linking the circulation/connectivity plan with healthy activities. P&BAB member Whit Blanton hosted a PowerPoint presentation titled "Improving Walking and Bicycling in Winter Park" which included the context for a balanced transportation network, creating a well-defined network, pedestrian visibility and safety, types of on-street bike facilities, bike lanes, shared lane

markings, cycle tracks, bicycle and pedestrian proposed projects, the existing and planned bike-pedestrian network, pedestrian crossing facilities, annual park to park ride, bike valet and bike rodeos, and continuing efforts including the St. Andrews Trail and Rails With Trails.

Mr. Margraf answered questions related to our current and proposed sidewalk/key trail interconnectivity. He spoke briefly about the proposed wayfinding signage which will provide bicyclists with the safest routes to take within the City. He explained that the P&BAB will be prioritizing the proposed Pedestrian and Bicycle project list at their next meeting.

In an effort to provide additional pedestrian safety, Mayor Bradley recommended that a sidewalk be provided on every street and urged staff to begin the process of addressing this. He also requested that the P&BAB provide a yearly or bi-yearly completed to date, regarding projects proposed projects, Cooper provide Commissioner suggested having the P&BAB recommendations for new construction projects that come before the Commission for approval. Commissioner Sprinkel stressed the need to limit the wayfinding signage throughout the City.

b. Presentation/demonstration of the new Undergrounding Status Map

Electric Utility Director Jerry Warren explained that since the development and implementation of our undergrounding priorioty list in June of 2012, the Electric Department has posted the priority list on the City's webpage. Unfortunately, the list is not very user friendly and Electric Department customers are routinely asking when their neighborhoods are scheduled for undergrounding.

As a result of citizen input, the Electric Department has recently developed a user friendly point and click GIS map that will allow customers to identify their property and find out where their neighborhood is on the undergrounding priority list. The map was developed by Meredith Ahern, Operations Analyst (ENCO Utility Services) in concert with Keith Gerhartz, the City's GIS contractor. Ms. Ahern provided a brief demonstaton of the new underground status map. A direct link for this GIS map feature will be provided on the City's website and marketing efforts are underway to inform the residents of this new feature.

Public Comment (General 5:00 p.m.)

Sandra Blossey, 1262 Melissa Court, spoke on behalf of the Women's Club of Winter Park and requested monetary support of \$30,000 for their organization.

Jackie Sward, 292 Sylvan Boulevard, spoke about modifying the proposed Farmers' Market ordinance so their organization which is not headquartered in Winter Park would be allowed to distribute promotional flyers for an upcoming fundraising event for Mead Gardens.

Note: Agenda order was rearranged

c. Proposed Farmer's Market Ordinance

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ESTABLISHING THE FARMERS' MARKET AS A LIMITED OPEN PUBLIC FORUM; IMPOSING CONTENT AND VIEWPOINT NEUTRAL REGULATIONS IN THE FARMERS' MARKET AREA DESIGNED TO PROMOTE THE PURPOSE OF THE FORUM AS A FARMERS' MARKET AND TO PROHIBIT ACTIVITY INCONSISTENT WITH THE LIMITED PURPOSE OF THE FORUM; PROVIDING FOR CODIFICATION, SEVERABILITY, ENFORCEMENT, REPEAL OF PRIOR INCONSISTENT PROVISIONS AND AN EFFECTIVE DATE First Reading

Parks and Recreation Director John Holland explained that this ordinance is in response to requests from market vendors whose businesses have been impacted by solicitors blocking entrances to the market and blocking shoppers access to the vendors. The ordinance does not prohibit the solicitation of signatures, charities and fundraising or the distribution of literature but provides for an area within the market space for these public forum activities.

Attorney Brown advised that when he previously met with Mr. Holland regarding this matter he provided a draft ordinance which is included in their agenda packet. This ordinance is based on a limited public forum. He explained that upon further review of the draft ordinance, he made several redline comments during this past week. Attorney Brown distributed a copy of these proposed changes to the Commission and recommended that a clear description of the area be provided and that it be consistent with the referenced map.

Attorney Brown addressed the public comment related to charitable organizations by referencing the proposed language in the ordinance. He provided legal counsel regarding certain language and provisions in the tenant/City lease agreement, addressed questions, and made recommendations to add to the lease agreement.

Mayor Bradley asked for support for staff and the City Attorney to look at ordinances that govern the leasing of our property to private or public entities and if it provides protection under private property issues when leased. A majority agreed. Staff and Attorney Brown acknowledged the request.

Consent Agenda

- a. Approve the minutes of August 25, 2014. **PULLED FOR DISCUSSION. SEE BELOW.**
- b. Approve the following contracts:
 - Renewal and subsequent purchase order with Cigna Group Insurance for RFP-19-2008, Group Term Life, AD&D, Voluntary Term Life for Employee, Spouse and Children, Long Term Disability, and Voluntary Short Term Disability and authorize the Mayor to execute the renewal package documents.

- 2. Renewal with MetLife for RFP-19-2008, Group PPO Dental Benefits and authorize the Mayor to execute the renewal package document.
- 3. Renewal with Aetna for RFP-6-2007, Medical Insurance and authorize the Mayor to execute the Renewal Package document.
- c. Approve the annual review of the City's Debt Management Policy (no changes are recommended).
- d. Officially authorize elected officials to participate in health and/or dental insurance at the same premium level as full-time employees; establishing a separate class. **PULLED FOR DISCUSSION. SEE BELOW.**

Motion made by Commissioner McMacken to approve Consent Agenda items 'b.1-3' and 'c'; seconded by Commissioner Leary. No public comments were made. The motion carried unanimously with a 5-0 vote.

Consent Agenda Item 'a' – Approve the minutes of August 25, 2014.

Mayor Bradley requested to modify page 9 of the minutes regarding the budget discussion. Motion made by Mayor Bradley to approve the minutes as amended; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Consent Agenda item 'd' - Officially authorize elected officials to participate in health and/or dental insurance at the same premium level as full-time employees; establishing a separate class.

Motion made by Mayor Bradley to deny this as a policy of our City; seconded by Commissioner Sprinkel. City Manager Knight provided clarity regarding the request for eligibility. He noted that in past years several different Commissioners have had this benefit and that the Commission would have to make a policy decision to allow this. No public comments were made. The motion carried unanimously with a 5-0 vote.

A recess was taken from 6:00 p.m. to 6:20 p.m.

Action Items Requiring Discussion - No Items.

PUBLIC HEARINGS:

a. <u>ORDINANCE NO. 2974-14</u>: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 1870 LAUREL ROAD, WINTER PARK, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE. <u>Second Reading</u>

Attorney Brown read the ordinance by title. Motion made by Commissioner McMacken to adopt the ordinance; seconded by Commissioner Sprinkel. No public comments were made. Upon a roll call vote, Mayor Bradley and

Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

b. ORDINANCE NO. 2975-14: AN ORDINANCE AMENDING OFFENSE OF LOITERING WITHIN THE CITY OF WINTER PARK; AMENDING DIVISION 1, OF ARTICLE IV, OF CHAPTER 62, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CITY CODE, SECTION 62-77, LOITERING - GENERALLY; PROVIDING FOR CONFLICTS; CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. Second reading

Attorney Brown read the ordinance by title. Motion made by Commissioner McMacken to adopt the ordinance; seconded by Commissioner Sprinkel. No public comments were made. Upon a roll call vote, Mayor Bradley voted no. Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.

Note: Public Hearing item 'c' was moved to Non-Action Items 'c'

Millage and Budget Public Hearings

Mayor Bradley opened the public hearing and read into the record the following: "The millage rate needed for Fiscal Year 2015 to generate the same property tax revenue for the City as in 2014, based on the Property Appraiser's certification, is 3.9650 mills. The budget proposed by the staff with amendments generally agreed to by the City Commission requires a millage of 4.0923 mills which has been the rate levied by the city for the last six years. The proposed millage of 4.0923 mills would represent an increase in property taxes, not counting new construction and the City's dedicated increment value payment to the Community Redevelopment Agency, of 3.21%. This increase in property taxes levied over the prior year is not due to any change in tax rate but is due to the increase in assessed values of properties. In addition, a .0965 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2004 approved by the citizens of Winter Park at the June 4, 1996 bond referendum, and a .2019 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2011 approved by the citizens of Winter Park at the May 16, 2000 bond referendum."

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

a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .0965 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2019 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011. First reading

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

b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND ELECTRIC UTILITY FUND, FLEET MAINTENANCE VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2013; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY. First reading

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

Motion amended by Commissioner Cooper to add \$30,000 for the City of Winter Park Women's Club; seconded by Commissioner Leary.

Planning & Community Development Director Dori Stone advised that this request can be funded through the CRA. She explained if the Commission approves the motion that staff will add the request to the CRA budget which will then be presented to the CRA Agency on September 22 for approval.

Motion amended by Mayor Bradley that if the first amendment is approved, that it be referred to the CRA Agency at their next meeting; seconded by Commissioner Sprinkel.

Betsy Gwinn, Executive Director of the Bach Festival Society of Winter Park, 1501 Orange Avenue, requested funding assistance for their organization.

Sally Flynn, 1400 Highland Road, spoke in opposition to fund \$100,000 for the Dr. Phillips Performing Arts Center and preferred that the money be given to Winter Park cultural organizations.

John Kern, 1615 Roundelay Lane, referenced the proposed \$100,000 contribution to the Dr. Phillips Performing Arts Center and said it is unclear to the residents how our funds would specifically be used. He suggested that the Commission agree on

a baseline funding formula that would be used every year; for the City to mail out an official notice to local organizations regarding funding assistance so they can publically present their most urgent needs; and that the Commission not make long term funding commitments.

Linda Eriksson, 535 N. Interlachen, explained that our City has greater needs and wanted the distribution of the \$100,000 to the Dr. Phillips Performing Arts Center given to our local cultural organizations.

Upon a roll call vote on the second amendment (that if the first amendment is approved, that it be referred to the CRA Agency at their next meeting); Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the first amendment (to add \$30,000 for the City of Winter Park Women's Club); Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Commissioner Cooper explained that she is opposed to the level of contribution to Dr. Phillips Performing Arts Center and preferred that we focus on our local organizations.

Upon a roll call vote on the main motion as amended, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

a. <u>Commissioner Leary</u>

Commissioner Leary said today's event with Governor Rick Scott was wonderful and that he enjoyed attending Commissioner Sprinkel's coffee talk.

b. Commissioner Sprinkel

Commissioner Sprinkel said she is very proud to have been part of today's meeting with Governor Rick Scott and commended Mayor Bradley and Vice Mayor Leary for their outstanding representation of the City.

Commissioner Sprinkel said she had an enjoyable time attending the 100th birthday of Mr. Myrfyn Thomas this past week.

Commissioner Sprinkel requested City Manager Knight to follow up with some ideas on how we might recognize our board members and if residents are allowed to

plant azaleas or other ornamental plants around the green electrical boxes. City Manager Knight acknowledged these requests.

c. Commissioner Cooper

Commissioner Cooper asked if the audio control in the chambers can be adjusted in an effort to improve the sound for video presentations.

- d. Commissioner McMacken No items.
- e. Mayor Bradley

Mayor Bradley reminded everyone about the 100th celebration of the Winter Park Golf Course which will be held on September 16.

Mayor Bradley announced that the Parks and Recreation Department recently published their bi-annual report. Hard copies can be obtained at the Community Center or viewed on the City's website.

The meeting adjourned at 6:49 p.m.	
	Mayor Kenneth W. Bradley
ATTEST:	
City Clerk Cynthia S. Bonham, MMC	

item type	Consent Agenda	meeting date	September 22, 2014
prepared by department division	Purchasing Division/Police Department	approved by	City ManagerCity AttorneyN A
board approval		yesno	N A final vote
strategic objective	Exceptional Quality of Life Intelligent Growth & Developm Investment in Public Assets &	nent P	scal Stewardship ublic Health & Safety

motion | recommendation

Commission authorize the City Manager, in consultation with the City Attorney, as needed, to sign purchase orders for payment of HIDTA personnel and operations, subject to the condition that the HIDTA grant funds will be the sole source of money to pay these obligations.

Additionally, authorize purchase orders in the amounts of \$53,000, \$63,000, \$68,000, \$120,000 and \$154,000 for several independent contractors who provide specialized and confidential investigative services on behalf of HIDTA. Additionally, a purchase order is requested in the amount of \$120,000 for facility expenses of HIDTA.

background

The City participates in a joint task force identified as HIDTA (which stands for High Intensity Drug Trafficking Agency). Much of the activity of HIDTA is confidential and the information exempt pursuant to several provisions of Florida law, including Section 119.071(2), Florida Statutes. Estimated HIDTA funding for FY2015 is \$902,380.

alternatives | other considerations

N/A

fiscal impact

No fiscal impact incurred by the City. All expenses related to HIDTA are paid by grant funding awarded to HIDTA received from the federal government.

item type	Action Item Requiring Discussion	meeting date	September 22, 2014
prepared by department division	Dori Stone Planning & Comm. Development	approved by	City ManagerCity AttorneyN A
board approval		yesnol	N A final vote
strategic objective	■ Exceptional Quality of Life ■ Intelligent Growth & Developm ■ Investment in Public Assets &	nent Pu	scal Stewardship ublic Health & Safety

subject

Disposal of city-owned property located at 300 N. Pennsylvania Avenue

motion | recommendation

Recommend approval of highest bid by PhMD Private Health Medical Concierge and authorize City Attorney and staff to prepare an ordinance for the transfer of property and to set a closing date.

background

At the July 22, 2014 City Commission meeting, the Commission authorized staff to issue a Notice of Disposal for the city-owned property located at 300 N. Pennsylvania Avenue. The first bid process was rejected due to discrepancies in the bid procedure amongst the bidders. The city's Purchasing Division advertised it again in August. Staff received two proposals. PhMD Private Health Medical Concierge is the highest bidder and is offering \$627,000 for the property with the intent to build an 8,700 square foot building within the next 24 months. The second bid, provided by BishopBeale is for \$575,000 with a similar construction timeframe. The Hannibal Square Community Land Trust (HSCLT) did not submit a bid under the second advertised timeframe.

This property was purchased by the City in 1994 and is indicated in the 1994 original CRA Plan as a business/commercial area. The Future Land Use is Commercial and the zoning on the property is C-3 and PL. The land is currently vacant. The office use proposed is compatible with the intent of the CRA Plan to expand the commercial development along Pennsylvania. The property is approximately .45 acre in size. There is no land use change or rezoning required to build an office building on the property.

Staff is recommending that the Commission accept this proposal and direct the City Attorney and staff to prepare an ordinance to transfer the property and set a closing date.

alternatives | other considerations

Prior to advertising the property, the city staff, as directed by the City Commission, asked the Parks Board if the property was needed for parks space. The Parks Board did not feel that the property was needed for park space and supported the Commission's direction to advertise it for an office development. The CRA Advisory Board also recommended that the city move forward with the disposal process as well.

The alternatives to the city would be to reject all offers and continue to hold the property for some future use.

fiscal impact

The highest offer for the property is \$627,000.

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE COMMERCIAL CONTRACT

ommercial Contract	X /	Realtors		, , ,	
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Winter Park, FL 32789					
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Revised Map of The Town of Winter Park					479
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(all collectively referred to as the "Property") as the series are	d conditions set faith bulow.	: 47	ana (Y)	4 To	
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(c) Additional deposit to be made to Escrow Agent within	<u>n/a</u> doys wher Effective Date \$			er des	
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8/5/2014

CITY OF WINTER PARK 401 PARK AVENUE SOUTH WINTER PARK, FLORIDA 32789-4386

RE:

Notice of Intent to Dispose of Property at 300 N. Pennsylvania Avenue, Winter Park, FL. BID NUMBER: NOD-18-2014

Attn: Mr. Ken Bradley, Ms. Althea Pemsel and Commissioners of Winter Park:

My plans as in the original bid stand the same. I intend to build an office for myself with enough space to bring on at least one other doctor. The remainder of the space I would lease out, and in fact, already have an advertising agency that would like to have a presence in Winter Park and thus lease from me. Additionally, a psychologist with connections to Rollins College is also interested in leasing office space from me. Thus, I feel I can bring a high caliber of businesses to Pennsylvania Avenue, and contribute positively to the beautification and expansion of professional enterprises on the Park Avenue, New England Avenue, Pennsylvania Avenue loop.

My bid proposal is \$627,000.00. Thank you for your consideration.

Sincerely,

Ivan J. Castro, MD.



PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE TABLE OF CONTENTS

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	Community Support Letter	20
	Professional Service Letter	21

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE EXECUTIVE COVER LETTER

City Hall Office of the Clerk

401 Park Avenue South

Winter Park, FL 32789

Re:

Castro Medical RFP Submittal

Notice of Intent to Dispose Property at 300 North Pennsylvania Ave. Winter Park, FL 32789

To Whom it May Concern:

The enclosed submittal constitutes my bid for the purchase of 300 N. Pennsylvania Ave Winter Park, FL 32789. I would like to introduce who I am, my plans for the property and how I feel I can be a great asset to the community at large and Hannibal Square Neighborhood.

I am a local practicing physician having lived in the area since 1991. My specialty is Internal Medicine. I have had privileges at Winter Park Hospital since 1991. I joined Winter Park Internal Medicine in 1993. I have subsequently opened my own private practice as of 2008, in Winter Park named Private Health MD. I have been Chief of Staff of Winter Park Memorial Hospital twice, and as a result of that I was also on the board of the Winter Park Health Foundation for a 9 year commitment. I continue to serve on the board of The Gardens at DePugh since 2009, and have greatly enjoyed that pro bono work in helping re-energize an institution and has been very beneficial to the Hannibal Square Neighborhood. I have also been named Top Doctor by Orlando Magazine at least 7 different years. Essentially, Winter Park has been a great place to grow a thriving practice caring for a substantial number of residents from Winter Park. I have greatly enjoyed living in this area; I plan on continuing my career here, and retiring here.

I am hoping that I can present myself as the best candidate to develop this property. I feel the primary benefits are:

- · Long Standing Local Resident and Business Person
- Continued Service to the Community as a Former Chief of Staff Winter Park Memorial, Board Member for the Gardens at DePugh, and Provider of Pro Bono Services to the Community
- · Compatible Development with the City's Vision, Development Codes, and Local Hannibal Square Neighborhood
- Use of Reputable Local Professional Real Estate, Design, and Construction Services
- · Provide a Catalyst to Local Tax Base
- · Competitive Bid Based on Comparable Local Sales and Use
- · Deliver within the Requested Schedule noted in the Notice of Intent to Dispose

My plans for the property would be to construct an office building for myself, with additional space to lease for compatible local businesses. I am currently in discussions with the Hannibal Square Land Trust to see if they would be interested in a lease for office space at a sub-market cost to help them maintain a presence in the neighborhood.

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE EXECUTIVE COVER LETTER

I intend to use all local subcontractors and professionals, and I am currently working with my architect from Little Diversified Architectural Consulting, Mr David Crabtree AIA, and realtor Mr Kevin Dinneen. The rest of the team would consist of Civil Engineering from Mr Donald McIntosh, construction will be open for bids to Winter Park Construction (Mr Tracy Forrest), Barefoot Brothers Construction (Ron Scarpa), and Exproperties (Mr Tracy Forrest), Barefoot Brothers Construction (Ron Scarpa), and Exproperties (Mr Tracy Forrest). Construction (Brothers Construction (Ron Scarpa), and Exproperties (Mr Tracy Forrest).

You'll find my bid is commensurate with approximate values of surrounding properties. I hope to bring something of great value to the community, to build an elegant building in keeping with Winter Park Architectural Standards, and to continue to be an integral part of this community.

Respectfully Submitted,

Dr. Ivan Castro

PROJECT TEAM

PURCHASER/OWNER - DR. IVAN CASTRO MD



REALTOR - KEVIN G. DINNEEN

ARCHITECT - DAVID W. CRABTREE II, AIA



CIVIL ENGINEERING - DONALD W. McINTOSH JR. PSM



LANDSCAPE ARCHITECT - ANDY SWANSON



GEOTECHNICAL SERVICES - MARK ISRAEL



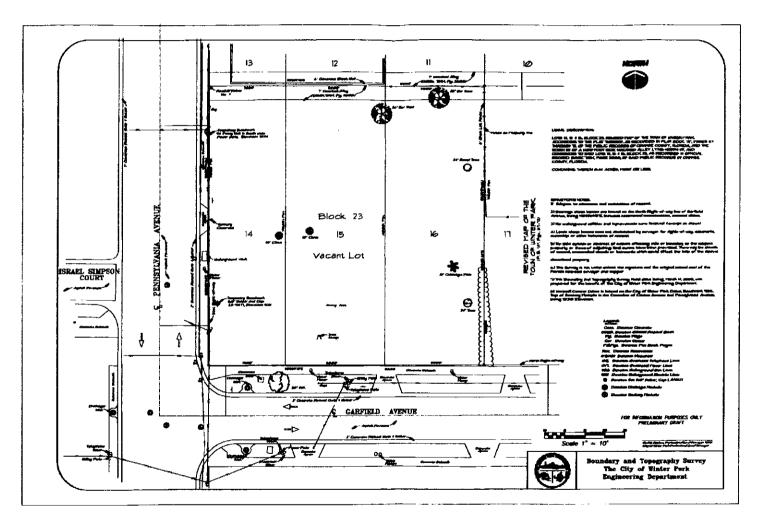
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BAREFOOT BROTHERS CONSTRUCTION
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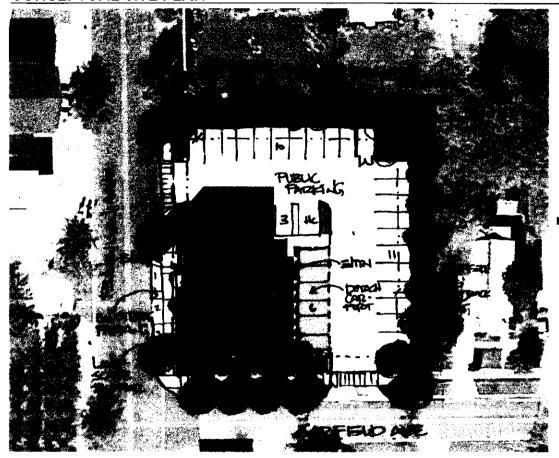
PROPOSAL DOCUMENTS

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE SITE LOCATION AERIAL





CONCEPTUAL SITE PLAN



PROJECT CHARACTERISTICS
INTEGRATE INTO LOCAL COMMUNITY FABRIC
WARM AND INVITING MATERIAL PALLETTE
SUSTAINABLE DESIGN FEATURES
REGIONAL LANDSCAPING
DESIGN TO PROMOTE "HEALING AND WELLNESS"

SITE DEVELOPMENT DATA

ZONING = C3/PL ("NOTE: CRA REQUIREMENTS AND HANNIBAL SQUARE OVERLAY DISTRICT REQUIREMENTS WILL BE MET.)

USES = MEDICAL/OFFICE/BUSINESS
(*NOTE: MEDICAL USES WILL NOT INCLUDE ANY SURGICAL PROCEDURES, XRAY EQUIPMENT, LABORATORY EQUIPMENT, OR HAZARDOUS STORAGE ON SITE.)

 SITE AREA
 = 19,522 GSF (.45 ACRE)

 FAR
 = 45% (8,784.9 GSF ALLOWED)

 IMPERVIOUS COVER
 = 85% (16,593.7 GSF MAX.)

 SETBACK

 FRONT
 = 10° (TWO FRONTS)

 SIDE
 = 0° (15° @ RESIDENTIAL)

 REAR
 = 30° (NOT APPLICABLE)

HEIGHT = 2 STORY (35' MAX.)

BUILDING DATA

 FIRST FLOOR
 = 3,750 GSF

 SECOND FLOOR
 = 2,750 GSF

 TOTAL
 = 6,500 GSF

EXTERIOR AREAS

 EXTERIOR COURTYARDS
 = TBD

 GREEN SPACE
 = 15% OF SITE AREA

 TOTAL
 = TBD

PARKING COUNT

3750 GSF @ 1:200 = 18.75 (19)
2750 GSF @ 1:250 = 11
TOTAL REQUIRED = 30

 OFF STREET COVER DETACHED
 = 6

 OFF STREET
 = 24

 TOTAL
 = 30 SPACES

*NOTE: SITE DEVELOPMENT WILL MEET ALL APPLICABLE CITY OF WINTER PARK ENGINEERING AND LAND DEVELOPMENT CODES AND ARCHITECTURAL STANDARDS IN ADDITION TO PRE-VAILING COUNTY AND STATE BUILDING CODES AND REGULATIONS.

EXISTING BUILDINGS

SCHEDULE

REP SUBMITTAL DATE OF 4.30.2014 PLUS ANY TIME REQUIRED TO MAKE FINAL SELECTION AND AWARD THE PROJECT BEGINS THE SCHEDULE CRITICAL PATH

CLOSING PERIOD	3 MONTHS
----------------	----------

BEGIN 1 YEAR REQUEST TO COMMENCE CONSTRUCTION

SITE INVESTIGATIONS 1 MONTH

CONCEPT DESIGN 1 MONTH

COMMUNITY AND CITY REVIEW AND APPROVALS 1 MONTH

FINAL CONSTRUCTION AND PERMIT DOCUMENTS 5 MONTHS

BIDDING 1 MONTH

PERMITTING AND APPROVALS 2 MONTHS

TOTAL 11 MONTHS

CONSTRUCTION PERIOD 10 MONTHS

CLOSE OUT, OCCUPANCY, AND MOVE IN 1 MONTH

TOTAL TIME FOR CONSTRUCTION 11 MONTHS

TOTAL TIME TO DELIVER 22 MONTHS

*BASED ON THE ESTIMATE OF TIME AND BENCHMARKS NOTED ABOVE THE PROJECT WILL BE DELIVERED WITH IN THE TIME FRAME REQUESTED IN THE NOTICE OF INTENT TO DISPOSE OF PROPERTY.

FORMAL BID LETTER

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE COMMERCIAL CONTRACT

Commercial Contract	Y	Realtors
r 1. PARTIES AND PROPERTY: Ivan J. Castro MD		("Buyer")
r agrees to buy and City of Winter Park		("Seller")
≠ agrees to sell the property as: Street Address: 300 N. Pennsylvania	Avenue	
Winter Park, FL 32789		
# Legal Description: Lots 14,15 and 16, Block 23, Plat Book A, P	ages 67-72,	
Revised Map of The Town of Winter Park		
> and the following Personal Property: None		
s (all collectively referred to as the "Property") on the terms and conditions a	et forth below.	
₩ 2. PURCHABE PRICE:		\$ 502,500.00
17 (a) Deposit held in econor by Winderwoodle, Haines, Ward, Wo		\$ 25,000.00
(Encrow Agent') seeds are abjects sold pr Eacrow Agent's address: 329 N. Park Ave, Winter Park, FL 327		Dhane 407-423-4248
to the Additional deposit to be made to Encrow Agent within 17/8 days all		
 (c) Additional deposit to be made to Escrow Agent within <u>IVIII</u> days allow (d) Tabil financing (see Paragraph 5) 	N CHOULTO LABO	·
17 (c) Other _S/S		\$
(f) All deposits will be credited to the purchase price at closing. Balance to adjustments and promitions, to be paid with locally drawn cashier's or check(a) or wire transfer.		\$ <u>477,500.00</u>
2. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF 1 22 and Buyer and an executed copy delivered to all parties on or before, will 32 withdown and the Buyer's deposit, if any, will be returned. The time for a 33 days from the dain the counter offer is delivered. The "Effective Date" of 34 beat one of the Patter and Elayer has signed or initiated and delivered 35 Celebrate days will be used when computing time periods, except time per 36 gay or less will be computed without including Saturday, Sunday, or natio 37 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. 38 one of the Centract.	hin 5 days of an cospisace of any film Contract is this citier or the tode of 5 days or and legal holidays	HING this offer will be counter offer will be 3 the date on which the films counter offer. less . Time periods of 5 s. Any time period ending
= 4. CLOSING DATE AND LOCATION:		
ar (a) Closing Bain: This transaction will be closed on 90 days from an seancided by other provisions of this Contract. The Closing Date will pre- or on trained to, Francisco gard Das Dilligence periods, in the event treaum public and Bayer is unable to obtain properly insurance sudorwriting auspension is lifted.	will over all other non underwriting i toons closing up t	time periods including, but a suspended on Closing to 5 days after the
SE Buyer () () and Beller () () admonissign receipt of a capy of this page, is	éich is Page 1 of 8 Pa	iges.
CC-4 Rent 1919 Motors Printed Association of FREALTCHIS [®] All Rights Research		

	6. THIRD PARTY FINANCING:
_	SUPERES COLLICATION: Within days (6 days 7 left blank) after Effective Date; Buyer will apply for Wald of flowning in an amount not to exceed % of the purchase price or \$ with a fixed injection.
•	Minimizing in an amount not to exceed % of the purchase price or \$ with a fixed interfer:
٠.	THE TO CONCRETE
	or loan fees not to exceed% of the principal amount, for a term ofyears, and amoglicise over
	years, with actificoral terms as follows:
	Shayer will timely provide any and all cracili, employment, financial and other inforgration remembly required by a
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	THE COUNTY DESCRIPTION OF THE COUNTY PROPERTY AND ADDRESS OF THE PROPERTY OF THE COUNTY OF THE COUNT
	manipage broker and leaves to dischase all such information to faither and Broker. Buyer will noisy Seller in media
	MACHINE WINDOWS OF COMES PROMISED BY A BROWN, GARCIEL LATRICH! I Please other colors cover falls, and
	researchible difference, fails to obtain Loan Approval by Coun Approval Date, Buyer may withindays (3 days i
	bitmit) deliver written notice to Seiter stating Bayer other welves the Snancing contingency or cannels this Contra If Stager date neither, then Seiter may causel this Contract by delivering written notice to Bayer at any time
	The transfer of the financian continues the financian of the first that the first
	Standards: Unless this financing configuration has been varied, this Contract that remain subject to the selection, by closing, of those activities of Loan Approval related to the Property. DEPOSITIES for purposes
	of Paragraph 8 easy; If Bygar ras used good faith and reasonable diligence but does not obtain Loan
	Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
	MATCHE TO REALIST TO CHARGE ON OF DESCRIPT THE CHARGE DESCRIPT SHARE ON REALIST CONTRACT THE CHARGE WAS ASSETTED.
	1984/1985 to Buller, whereupon both parties will be released from all further obtaining under the Common angular
	chilipsignal stated herein as surviving the termination of this Contract. If maither party elects to terminate this Contract.
	by self forth above or Suyer falls to use good faith or maximistic difference as set forth above. Seller will be entitled
-	Totals the Deposit(s) if this transaction close rist close.
	# WAR AS BOARD TO A STATE OF THE STATE OF TH
	6. TITLE: Beller has the legal capacity to and will convey marketable tile to the Property by ⊠atablicky warranty doed ☐ other
	doed
	resources of account designate and arrangement of the country Construction and Parish Country and Country of the Country of th
	essements of record, existing zoning and governmental regulations; and (flet any other matters to which title will be subject) Community redevelopment area uses and restrictions.
	provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
	Property as Medical office in substantial accordance with attached site plan.
	(a) Enddence of Title: The party who pays the promism for the ille transance policy will select the closing assert
	and pay for the title search and closing services. Suffer will, at (chuck one) A Saliar's C Bennar's expenses and
	within 15 days M salar Effective Date or at least days before Closing Date deliver to likever (check one)
	M (L) a till interance commitment by a Florida licensed till insurer setting forth from matters to be
	discharged by Seller at or before Closing and, upon Buyer recording the cland, an owner's policy in the arms
	of the purchase price for ten simple tille subject only to exceptions stated above. If Europe is paying for the
	evidence of the and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
	Effective Date
	(ii) on abstract of the, proposed or brought current by an existing abstract firm or cartified as correct by er
	existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable
	to the proposed insurer as a base for releasence of coverage may be used. The prior policy will include copie
	of all policy exceptions and an update in a format acceptable to literary from the policy effective date and
	confilled to Buyer or Buyer's chaining agent together with copies of all documents rectaid in the prior policy as in the update. If such an abetract or prior policy is not available to Seller then (i.) above will be the existings
	THE IN TACKS BY SERVICE OF BLACK DESIGN IN THE SAME TO SERVE SHOW (1.) SERVING HIS DO SHE SHEETINGS (
	(b) Title Examination: Sugar will, within 15 days from receipt of the evidence of title deliver written notice to Se
	of tills defects. Title will be deemed acceptable to Beyer if (1) Buyer falls to deliver proper notice of delects or
	Bloyer () and Balliar () () achieved algorisation receipt of a copy of this page, which is Page 2 of 8 Pages.
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(b) Location: Closing will take place in Orange will be present in the county where the persent is in-

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(2) Buyer delivers proper written notice and fletter curse the defects within 15 days from receipt of the notice ("Custable Period"). If the defects are cursed within the Curstive Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Setter may elect not to curse defects if Setter reasonably believes any defect cannot be cursed within the Custable Period. If the defects are not curse within the Curstive Period, Buyer will have 10 days from receipt of notice of Beller's inability to cure the defects to elect whether to learning this Contract or accept fills subject to existing defects and close the transaction without reduction in purchase price. Survey: (check applicable provisions below) $\mathbb{E}[\theta]$ (it (likelier will, within $\frac{15}{10}$ days from Effective Date, deliver to Buryer copies of prior surveys, plans, specificalizons, and engineering documents, if any, and the following documents relevant to this transaction: prepared for Sellier or in Sellier's possession, which show all currently existing structures, in the event this transaction does not does, all documents provided by Sellier will be returned to Sellier within 10 days from the date this Contract is ten ② Super will, at ☐ Setter's ② Buryan's expense and within the time period allowed to deliver and examine the exidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encountiments on the Property or that the improvements encroach on the lands of another, | Buyer will accept the Property with existing encroachments ||| auch encroachments will constitute a title defect to be (d) ingress and Egress: Seller warrants that the Property presently has ingress and agrees 7. PROPERTY CONDITION: Beller will deliver the Property to Buyer at the time agreed in its present "as is:
 condition, ordinary useer and test expected, and will maintain the landscaping and grounds in a compensate condition.
 Beller reflects no warrantee other from maintainability of life. In the event that the condition of the Property has 111 gover frames to twentream over train representation of the Date Originate Periods. Buyer may elect to terminate the Contact of the Property has a maintainly changed elect the expiration of the Date Originate Periods. Buyer may elect to terminate and tos receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Seyer weekes all claims against Selber for any defects in the Property. (Chock (a) or (b)). (a) As it: Buyer has inspected the Property or weives any right to inspect and accepts the Property in its "ea is" (*reasonable) (3) (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30_ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's between the buyer's intended use and development of the Property as specified in Paragraph 8. During the Due Diligence Poriod. intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period.
Beginer may conduct any tests, emaignes, surveys and investigations ("Impacations") which Buyer deems necessary to determine to Buyer's setisfaction the Property's engineering, architectural, environmental properties, zoning and zoning resertations; flood zone designation and wainfactions; subdivision regulations; soil and grade; availability of access to public roads, where, and other utilities; consistency with local, state and regional growth anagement and consensus compliance with American with Disabilities Act, absence of sebesce, and and pround water contamination; and other impactions that Buyer's deems appropriate to determine the substitute of the Property for Buyer's intended use and development. Buyer will disher written notice to Sallar prior to the expiration of the Due Diligence Period of Buyer's failure in constitute acceptance of the Property is acceptable. Buyer's failure to constitute acceptance of the Property in its present rise is condition. Beller grants to Buyer, its acceptable. These buriers these their offerty for the property in the present rise is condition. Beller grants to Buyer, its acceptable. requirement will constitute discognizione or ser property et as present, se se compone, seuer garres oi august, as agente, confiscotore and assigne, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that Bayer its agents, contractors and assigns enter the Property and conduct inspections as their own risk. Bayer will including attention to the distinct harmises from instead, demages, costs, claims and expenses of any nature, including attentively fees at all events, and from facility to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any action of the property striking statements. person, among seen two concluse of any and on improcessor or any work authorized by Bayer. Buyer will not are accurate it as a softly that could result in a stechanic's lien being filed against the Property without Sellier's pion uniform consent. In the event this transaction does not close, (1) Bayer will repair all demagas to the Property resulting from the impactions and estuant the Property to the controller in tweet prior to conduct of the Inspections, and close the second of the Inspections. Standard in the Property and the Inspections. Standard in the Inspections. Standard in the Inspections. Standard in the Inspections of the Inspections. Standard in the Inspections of the Inspections. Standard in the Inspections of the Inspections. 44 It's White-through impraction: Hower risky, on the day prior to closing or any other time mutually agreemble to the st2" Buyer (____) and Sullier (____) (___) actinoxisings receipt of a copy of this page, which is Page 3 of 8 Pages. DE-1 Ray, 1910 40010 Flores Association of FEALTORS AS Rigner Past form signolicity

parties, conduct a final "well-through" inspection of the Property to determine compliance with this paragraph and to area as that at Property is on the premium. ** 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Suiter will confirm to operate the Property and any buildable conducted on the Property at the manner operated prior to Contract and all lates no action that would be absently injusted the Property or Buyer interest or business, a say, Any changes, such as remiting vacant space, that or materially affect the Property or Buyer's interest are of the Property or Buyer's interest are of the Property will be permitted \$\overline{B}\$ only with the permitted \$\overline{B}\$ of the property of \$\overline{B}\$ of the property of \$\overline{B}\$ only with the permitted \$\overline{B}\$ of the property of \$\overline{B}\$ or \$\overline{B}\$ of the property of \$\overline{B}\$ or \$ ms S. CLOSSIG PROCEDURE: Unless observing agreed or stated herein, closing procedure shall be in accordance with so the name where the Property is Incelved (a) Possession and Cocupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remain controls, and any security/access codes necessary to operate all locks, malicross, and security makers. es, and security systems. (b) Coets: Buyer will pay Buyer's altomays' feet, twee and recording feet on notes, mortgages and financing statements and seconding feet for the deed, fields will pay Beller's altomays' feet, steat on the deed and excerding feet for documents rended to care title detects. If Beller is obligated to discharge any encumbranca at or prior to closing and fails to do so, Buyer may was purchase proceeds to safely the encumbrances. in: Bellinr will provide the deed; bill of sets; mechanic's lien ufficient; originals of those assignable ep Documents. Seams was provide the deact, but of selet, motivate the distinct officials of those seeignable service and resistences contracts that will be assumed by Bayer after the Closing Date and states to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any sestignable warranies or gusterations received or last by Seller from any mentioner, contacting, subcontractor, or realized supplier in connection with the Property, current copies of the condominant documents, if applicable; seeignments of issues, updated east root, tenent and lander estopped totars; traint documents, if applicable; assignments of teams, updated entrind; benefit and lender estoppeds lotters; teams indoctisetion, non-distarbance and attenues agreements (SMDAs) required by the Beyope or Beyope's lender; sestignments of permits and licenses; convective instruments; and tetures notifying teamsts of the change in ownersity/rent all agents. If any teamst mituses to execute an extrapet lender; settler will certify that information regarding the teamsts less is connect. Beather is an entity, Settler will defiver a reaction of its Bosonic states is connect. Beather is an entity, Settler will defiver a reaction of the Conting the settler will be settler will be conveyance conforms to the requirements of local two. Beller will transfer early deposits to Buyer. Buyer will provide the closing statement, inortinges and notes, accordy agreements, and (4) Times and Promitions: Real satele times, personal property taxes on any tempitie personal property, band physicists assumed by Buyer, interest, varils (timest on actual collected rents), secolation dues, insurance paralleles acceptable to Buyer, and operating separate will be provided through the day better closing. If the amount of tense for the current year centre to exceptables, rive previous year will be used with due allowance being made for improvements and examptions. Any tex proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill, this provision will survive citaing. (e) Special Assessment Lieux: Certified, confirmed, and refilled special sessement lieux as of the Closing Date will be paid by Saller. If a certified, confirmed, and refilled special assessment is psychia in installments, Setter will pay all installments due and psychic on or before the Closing Date, with may installment or any parties describing beyond the Closing Date, below will be exponentiale for all sessements of any land which become due and psychic eiter the Closing Date. Steps will be exponentiale for all assessments of any land which become due and owing after Closing Date, under the provincent is extracted as of Closing Date. If an improvement is extended as of Closing Date, if an improvement is extended as of Closing Date. If an improvement is extended as of Closing Date, if an improvement is extended as of Closing Date. If an improvement is extended as of Closing Date, if an improvement is extended to the continuous date of the described of the sessement. This subsection applies to special assessments. (f) Foreign investment in Real Property Tax Act (PRPTA): If Selber is a "foreign person" as defined by FIRPTA, Selber and Buyer agree to comply with Section 1445 of the Internal Research Code. Selber and Rusyer will complete over the Code Selber and Rusyer will complete over the Code Selber and Rusyer will complete over the Code Selber and Rusyer will complete over a discussion of complete over the Code Selber and Rusyer to comply

with the FIRETA requirements, including delivery of their respective federal imprayer identification numbers or

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COMMERCIAL CONTRACT

COMMERCIAL CONTRACT

Social Security Numbers to the closing agent. If Swyer does not pay sufficient cash at closing to meet the withholding requirement, Selber will deliver to Buyer at closing the additional cash recoverary to extisty the requirement.	proceeds in a lies upon paraonal property which attaches to the owner's not proceeds and does not attach to any set interest in real property. This is a right caused before the commission is earned.
ne 16. ENCROW AGENT: Setter and Buyer authorize Excrow Agent or Closing Agent (collectively 'Agent') to er receive, deposit, and hold funds and other property in secrow and, subject to collection, disburse them in accordance	pi) Special Americaniant Liana Imposed by Public Besty: The Property may be autjust to unpaid opacial and executional largely improved by a public body. (A public body includes a Community Development District.) Such large, if any, shall be paid as eet forth in Paragraph ((a)).
ne with the terrus of this Contract. The perties agree that Agent will not be liable to any person for mischelivery of me decounted forms to Beller or Blayer, unless the mischelivery in due to Agent's willful branch of this Contract or gross as negligance. If Agent has doubt as to Agent's claims or chilgelions under this Contract, Agent may, at Agent's option, at (a) hould the assumed library with the puries restuutly agree to its claims sensor or until a court of competent as jurification or artificator claimmins the rights of the perties or (b) depost the accronant interes with the claim of the contract of the contract of the contract them with the claim of the contract of the contract them with the claim of the contract the accronant interes with the claim of the contract of the contract the court of the claim of the c	(c) Realizer States the in network occurring sedescribe gat that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that see the control of the con
no the court having jurisdiction over the matter and the an action in interpleader. Upon notifying the parties of such action, — Agent will be retensed from all fability except for the day to account for leaves previously delivered out of eacroes. If Agent is a licensed real easie broker, Agent will comply with Chapter 475, Florids Stotutes. In any suit in which Agent	200 (4) Exergy-Ellicharcy Rating information: Buyer acknowledges receipt of the information brochure required by 261 Section 553.906, Florida Statutes.
as interplands the secremed lines or is made a party because of scling as Agent hereunder, Agent will recover an economic advancey's face and cools incurred, with these amounts to be paid from and out of the excrowed lines and an echarged and exerted as court copts in layor of the prevailing party.	at 17. FREK OF LORS:
to 11. CURE PERSON: Prior to any claim for default being made, a party will have an opportunity to cure any alleged and default. If a party fails to comply with any provision of the Context, the other party will deliver written notice to the non-recomplying party apacitying the non-compliance. The non-complying party will have	(a) if, other the Effective Debour climiters closing the Property in characteristic force or other country, Selber will bear from the of issue and Buyer may cancel this Contract without hisbilly and the deposition will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Selber and Country of the selber and the property of the agreed upon purchase price and Selber to Buyer at closing any insurance proceeds. Bullet also payable for the densages. Seller will cooperate with and seeping Buyer in coloring any such proceeds. Bullet shall not sellin any insurance claim for derrange caused by casualty without the content of the
19 14. Included to bear Cast 1; United Contracts process in the Contract, or to event any contract or the Contract per se not mell and Bayer has their given any required notice regarding the condition having not been met, Bayer's deposit as will be seturated in accordance with applicable Floride Laws and regulations.	in the state of th
(A) inframework the sate learned dependency default or failure criting part of Seller other than failure to make the filler materials after dilgert effort, Slayer may either (1) receive a refund of Slayer's deposit(s) or (2) seek specific performance. If Slayer states is suppose vectors, Seller with the failure for the first amount of the	no punchasing what is left of the Propesty at the agreed upon purchase price and Selber will transfer to the Bayer at set closing the procession of any session, or Beller's claim to any sweet payable for the taking. Seller will cooperate with see and seeist Bayer is collecting any such sward.
(b) In it wearn't it wante learn't classed classics any claim at or fall we contributed of Buyer, Seller may either (1) retain disposition paid or agreed to be paid by Buyer as agreed upon Equipment damages, consideration for the execution of this Contract, and in full sellerant of any claims, upon which this Contract will be terminate or (2) years' specific performance 2 seller relative the responsibility. Seller will pay the Drobert Sellerant in Payagonet 20 My percent	ser 18. ADBROMABILITY: PERFECTORS BOUNDS: This Contract may be senigmed to a related entity, and otherwise [2] is arr-not emigratish. It is marginable. If the Contract may be senigmed, Buyer what deliver a copy of the senigment, are agreement to the Senier at senier 6 days prior to Closing. The terms "Buyer," "Senier" and "Broker" may be singular or as placed. This Contract is bleding upon Buyer, Senier and Senier. 22. SENIESCELLAMEDURI: The terms of this Contract constitute the entitle agreement belonger and Selier.
of oil forfelled deposite retained by Beller (to be spit organity among the Drokers) up to the foliamont of the troublengs the September to trial place a deposit as required by this Contract, Seller may either (1) terminate the Confract and seek the remady outlined in this subparagraph or (2) proceed with the Confract without waiving any remady for Buyer's debut. 44. ATTONIST'S FIRES AND COSTSchramy defined contract of or relationship Confract. The	272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. 272 Signature, initiate, countereds referenced in into Contract, countemperts and written modifications communicated 274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or 275 typusedian terms immedial in or attached to this Contract present over preprinted terms. If any provision of this Contract 275 is or becomes invalid or memoritorated by the Contract present over preprinted terms. If any provision will be
as prevailing party, which for purposes of this provision will include Buyer, Seller and Brotzer, will be awarded ressonable as atterways less, costs, and expenses.	377 constnued under Florida law end will not be recorded in any public records. 278 28. BRIOKERS: Nakther Sellier nor Bayer has used the services of, or for any other reason owes comparable in to.
se 16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or as electronic means. Parties agree to send all notices to addresses specified on the algostero page(s). Any notice, so document, or them given by or delivered to an atterney or rest estate incense (including a transaction broker) as representing a party will be as effective as if given by or delivered to that party.	27 a Scotteed read equiple Strotter other than: 26 (st) Sellier's Section: None 26 (st) Sellier's Section: None 27 (st) Sellier's Section: None 28 (st) Sellier's Section: None 29 (st) Sellier's Section: None 20 (st) Sellier's Section: None 21 (st) Sellier's Section: None 22 (st) Sellier's Section: None 23 (st) Sellier's Section: None 24 (st) Sellier's Section: None 25 (st) Sellier's Section: None 26 (st) Sellier's Section: None 27 (st) Sellier's Section: None 28 (st) Sellier's Section: None 28 (st) Se
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PROPRIETARY AND CONFIDENTIAL INFORMATION

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Signature of Buyer)	Dete:
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aceimile: 407-625-1806	
	Date;
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PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE COMMERCIAL CONTRACT

Addendum No1to	the Contract dated April 28, 2014	betwee
City of Winter Park		(Selle
and Iven J. Castro MD		(Buye
concerning the property describe	ed as:	
300 N. Pennsylvania Av	rensee, Winter Park, FL 32789	-
the "Contract"). Buyer and Selb	er make the following terms and conditions part of the Contract:	
Pennsylvania Avenue publ	pursuant to the provisions of the "Notice of Disposet for lished February 9, 2014" and is further contingent upon ly noticed public meeting, and as reasonably approved t	the award being
conditions contained in sai	s executed, "Buyer" agrees to reasonably comply with this February "Notice." Including, but not limited to, provis	ons that the
	Il commence within one (1) year of closing and be comp	DOG WIGHT GIV (2)
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PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE

FINANCING LETTER OF INTENT



April 15, 2014

Mr. Jeff Briggs Manager of Planning Administration City of Winter Park 401 South Park Avenue Winter Park, Florida 32789

Re: Dr. Ivan Castro - Purchase of 300 North Pennsylvania Avenue

Dear Jeff:

It has been quite a while since I have had occasion to speak with you, maybe even dating back to my twenty-one years with Barnett Bank there on Park Avenue. In any event, the purpose of my communication today is on behalf of our Bank's good customer, Dr. Ivan Castro.

As you may be aware, Dr. Castro is very interested in purchasing the property located at 300 North Pennsylvania Avenue and constructing a professional office building to house his medical practice. Having grown up in Winter Park since the 50's and worked as a banker in the Central Florida community for over 35 years, I have been very pleased with the redevelopment efforts and results achieved in the Downtown Winter Park area. To that end, I am confident that Dr. Castro's office plans for the Pennsylvania property will be of the highest quality in keeping with the traditions of Winter Park.

First Colony Bank, which is headquartered in Maitland, has approved a comprehensive financing package to assist Dr. Castro in acquiring the property and constructing his office building. Dr. Castro is well-known to the Bank, as well as throughout the Central Florida community. Additionally, he is extremely well respected in his practice of medicine.

Along with that of the Bank, I would like to personally recommend Dr. Castro to you as a viable and highly desirable purchaser of the Pennsylvania Avenue parcel. If I can provide you any additional information about this matter, please feel free to contact me directly at (407) 937-2288. Thank you in advance for your favorable consideration of Dr. Castro.

Sincerely,

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE

COMMUNITY SUPPORT LETTER



April 8, 2014

Mayor Kenneth W. Bradley Vice Mayor Sarah Sprinkel Commissioner Carolyn Cooper Commissioner Steven Leary Commissioner Tom McMacken City Manager Randy Knight

Ladies and Gentlemen:

On behalf of the Board of Directors, the medical staff and the entire employee population at The Gardens at DePugh Nursing Center, it is my pleasure to recommend to you approval of the proposed office building project at 300 North Pennsylvania Avenue being submitted by Ivan Castro, MD.

You may know Dr. Castro has built an extremely busy medical practice in Winter Park and is one of the most highly regarded medical professionals in Central Florida. What you may not know is that he has been an active and exemplary member of our Board for almost five years and currently serves in the important role of Vice President of the Board.

Ivan Castro's reputation for leadership in the medical community began when he was first elected Chief of Staff at Winter Park Memorial Hospital several years ago and it continues today. But it is his personal commitment to the community as a whole that persuades our organization to recommend his project to you.

Not only will his medical office building project bring jobs to Winter Park's west side, it will bring a safe and vibrant level of energy that is so appreciated in our City. At its core, Dr. Castro's project is a solid example of good economic development.

Please give Dr. Castro's proposed medical office building project your most thoughtful consideration.

Sincerely yours

Jane P. Harnes, President of the Board

The Gardens at DePugh Nursing Center

GARDENS AL DUT CHEN BENGGENIR

COMMUNITY LEADERSHIP

EXECUTIVE COMMITTEE:

Chairman of the Board Rocky Robinson - Orange County Public Schools

President Jane Pruitt Hames - Embassy Consultants, Winter

Park

Vice President Ivan Castro, MD, Private Practice, Winter Park

Treasurer Bridgit Parchment - SunTrust, Winter Park

Secretary Rick Baldwin - Baldwin Brothers Cremation Society,

(Resident of Winter Park)

Medical Director John Fleming, MD, Florida Hospital

BOARD MEMBERS:

Board Member Ariel Cole, MD - Program Director, Geriatric Practice

Residency Program, Florida Hospital

Board Member Caleena Shirley - City of Winter Park: (Resident of

Winter Park)

Board Member Reverend Alison Harrity - Rector, St. Richard's

Episcopal Church, Winter Park

Life Member Kenneth Murrah, Esq. (Resident of Winter Park)

Life Member Jerome Donnelly, former Winter Park City

Commissioner (Resident of Winter Park)

SENIOR STAFF:

Administrator Tonya Oliver, NHA

Director of Nursing Ruth Ames, RN
Director of Admissions Tammy Chandler

Director of Activities Mike Roberts

Director of Facilities Mike Mesa

PhMD PRIVATE HEALTH MEDICAL CONCIERGE RFP SUBMITTAL - NOTICE OF INTENT TO DISPOSE PROFESSIONAL SERVICE LETTER



April 18, 2014

City of Winter Park 400 S. Park Avenue Winter Park, FL 32789

Re: Castro Medical

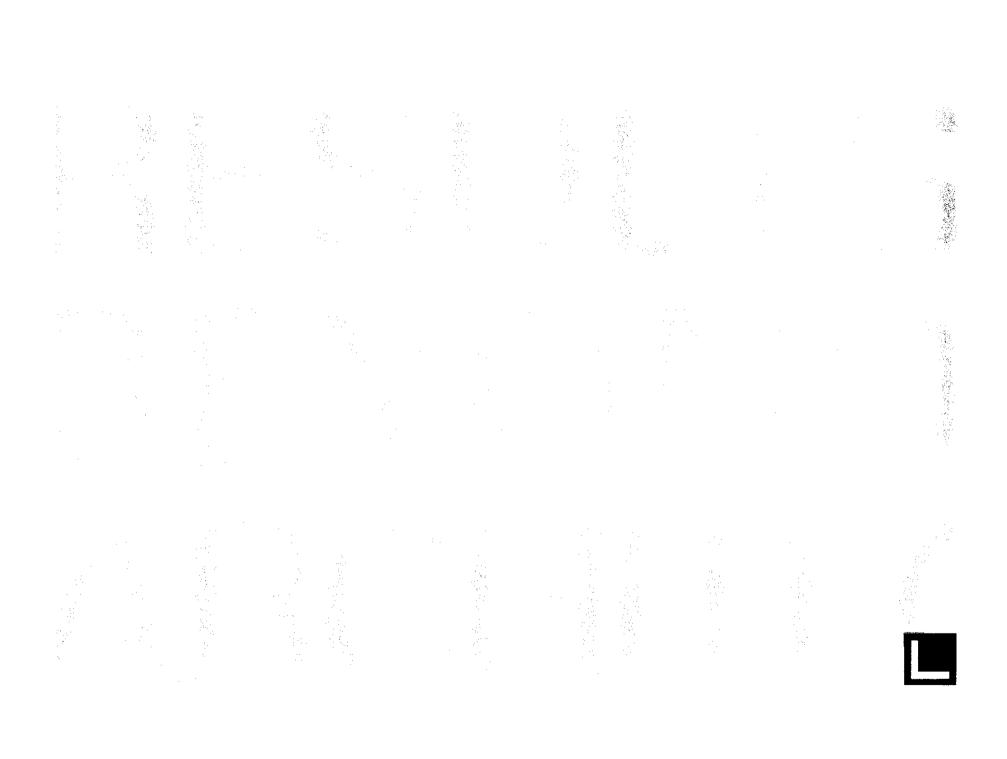
Dear City Commissioners:

Our group, Signature Landscape Contractors, has been retained by Dr. Castro's medical group to complete a very complementary and architectural outdoor environment for his new proposed medical facility. We are excited to be part of the proposed downtown development as we fired Dr. Castro's new proposed medical facility will further help improve the North Pennsylvania corridor esthetically and professionally.

Very Respectfully...

Andrew R. Swenson

Signature Landscape Contractors



item type	Public Hearing	meeting date September 22, 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 4-2 final vote

Subject: Request for an after-the-fact Subdivision or Lot Split of 1252 Lakeview.

Mr. Joseph Passalaqua (as represented by Rebecca Wilson) is requesting an after-the-fact subdivision or lot split approval so that the property at 1252 Lakeview Drive will be determined to be a buildable lot. To that end, the applicant is voluntarily offering a condition of approval that the resultant single family home will be no larger than 3,000 square feet. There are variances necessary as the lot does not meet the minimum dimensions of the R-1AAA district.

Planning and Zoning Board Recommendation:

Motion made by Mr. Gottfried, seconded by Mr. Sacha to deny the after-the-fact subdivision request for 1252 Lakeview Drive. Motion carried with a vote of 4-2. (Gottfried, Sacha, Slocum, and R. Johnston voted in favor of the motion for denial. J. Johnston and De Ciccio voted against the motion for denial.)

Summary:

Property History: There is quite a bit of relevant history to this request. In 1973 Mr. Passalacqua purchased and owned both the parcel at 1252 Lakeview Drive and the adjoining parcel at 1270 Lakeview Drive, as one combined property. In 1976 Mr. Passalacqua sold only the portion of the property that held the existing home at 1270 Lakeview Drive and maintained a vacant parcel (thereafter given the address of 1252 Lakeview Drive). Mr. Passalacqua was under the impression from discussions with the City, via his attorney, that if he kept a 50 foot lot then it would be buildable. However, as the attached letters from his attorney, Jim Moreland indicate, the vacant lot had to be 50 feet wide throughout its' length. The property at 1252 Lakeview is not 50 feet wide throughout its' length. Thus, the City determined that the parcel was not buildable. The issues were then and still are today that Mr. Passalacqua subdivided the property without City approval and split the property without maintaining the minimum dimensions for a buildable lot meeting the Zoning standards and also did not meet the absolute minimum standard for a nonconforming lot which is to be 50 feet wide throughout its' length.

In 1978, Mr. Passalacqua requested variances for the substandard lot dimensions from the Board of Adjustment. At that time, the staff believed that a variance was the proper procedure for the substandard dimensions. That variance was denied. Those minutes are attached. The variance denial was subsequently appealed to Circuit Court which upheld the City's denial of the variances.

In 1990, the legal opinion of the City was modified and it was felt that the proper venue for subdivision or lot split requests was under the Subdivision Code (not the Zoning Code) and thus the subdivision or lot split venue was appropriate via the Planning Commission and City Commission review. Thus, in 1990 Mr. Passalacqua requested an after-the-fact subdivision or lot split with the required variances from the R-1AAA zoning as to the lot dimensions. The Planning Commission recommended denial on April 3, 1990 and the City Commission denied the request on April 10, 1990. Those minutes are attached.

Current Status of 1252 Lakeview Drive: While 1252 Lakeview Drive is not a buildable lot, it is not without value to the owner. The property holds a boathouse built by Mr. Passalcqua which provides access to the Chain of Lakes and contributes value to the property across the street at 1251 Lakeview Drive, that is in the same ownership as 1252 Lakeview. This connection of ownership is not unlike others along Lakeview Drive that have their lakefront access and boathouse across the street from the homesite. These two properties are not legally tied to each other, so any other person wishing to gain lakefront access to the Chain of lakes could purchase 1252 Lakeview Drive.

The City has learned in trying to buy boathouse lots on the Osceola/Maitland canal that the opportunity for access to the Chain of Lakes is very valuable to some. For example, there was a sale of a boathouse on that canal this year for \$105,000 so 1252 Lakeview Drive has significant value. However, it does not have the value that it would if it were deemed a buildable lot which would be in the \$400-\$500,000 range.

Legal Status of this Request:

Mr. Passalcaqua has wanted to revisit the denials from 1978 and 1990 for some time but the City has not permitted as a reapplication. That is based on the legal principal of "res judicata". See attached memo from the city attorney. As staff understands it, that legal principle says that once something is decided by the Court, then it is decided and one can't go back with the same facts and ask again.

The applicant now says that this is "substantially changed" from the previous request. It is not "substantially changed" in that the dimensions of the parcel have changed or the variances required. Their position is that it is "substantially changed" because it is 24 years since the last application and now the owner is offering a voluntary condition of approval that the resultant house will be no larger than 3,000 square feet. To that end, they have provided a conceptual plan which shows the layout and design for such a home capped at 3,000 square feet. This is a situation where the City Commission, as a quasi-judicial body will need to determine if you agree that this is "substantially changed" from the request that was denied in 1990.

Part of the rationale that this is "substantially changed" is that we now have a voluntary condition offered to reduce the house size to 3,000 square feet maximum which is an FAR of 30.4%. Normally the Code on this parcel with a lot area of 9,858 sq. ft. would permit a maximum house size of 4,436 sq. ft. at the maximum FAR of 43%.

The opposite viewpoint that this is not "substantially changed" is that this is the same lot size, same variances and same request to establish buildability. The Planning Board discussed this matter and it was their opinion that since 24 years had elapsed since the previous request and as there is a new condition of approval, offered, the Planning Board wished to review the matter based on the merits of the request.

Subdivision Variances Required:

This property is zoned R-1AAA and the minimum standards for new lots are 150 feet of frontage on the street; 150 feet of frontage on the lake and 25,000 square feet of lot area. This proposed lot has 52.20 feet of frontage on the street; 70 feet of frontage on the lake and 9,858 square feet of lot area. Since this is an after-the-fact request, an argument can be made that the standards applied should be the same as was in place in 1976 when the split occurred and this property was zoned R-1AA. At that time, the requirements for new R-1AA lots was 100 feet of frontage and 10,000 square feet. So the variances remain but have been increased in scale when the City rezoned all of the lakefronts to our R-1AAA lakefront district in 1979.

Conformance to the Comprehensive Plan policy criteria:

Section 58-377 of the Subdivision Code indicates per Comprehensive Plan policies that the City is to look to the lot sizes within 500 feet of the subject property with comparable R-1AAA zoning to determine conformance to neighborhood density or standards. This comparison is a door that can swing both ways. If the neighboring lots are larger than the zoning minimums; it provides the City a method to require lot sizes larger than the zoning minimums. If the neighboring lots are smaller than the zoning minimums; it can help substantiate the appropriateness of variances.

There are eight (8) other lakefront homes within 500 feet of this subject property. The average frontage on the street is 106 feet; the average frontage on the lake is 71.3 feet and the average lot size is 11,112 square feet. Thus the proposed lot does not meet the neighborhood density standards.

Proposed development plans: The applicant has presented conceptual plans for a home not exceeding 3,000 square feet. If this request is approved, the actual development plans (house plans) due to the lakefront location, would need further Planning Board review on a future agenda pursuant to the lakefront review authority in the zoning code.

Staff Recommendation: The planning staff recommendation in 1990 was for denial and it was also for denial for this current request today in 2014, as the request still contains the same elements cited for the 1990 recommendation for denial which are the substantial variances from the R-1AAA zoning standards and the inconsistency with the neighborhood standards per the Comprehensive Plan. It is unfortunate that Mr. Passalacqua did not this seek this property split approval in 1976 so the issue would have been resolved at that time, but instead made the split without seeking any city subdivision approval.

Petitions: At the end of this packet are two petitions. One is from the applicant in favor of the request and the other is from the adjacent neighbor that was collected in 1990 in opposition to the request.

CITY OF WINTER PARK Planning & Zoning Board

Regular Meeting
City Hall, Commission Chambers

September 2, 2014 6:00 p.m.

MINUTES

Chairman James Johnston called the meeting to order at 6:00 p.m. in the Commission Chambers of City Hall. Present: James Johnston, Chairman, Peter Gottfried, Shelia De Ciccio, Tom Sacha, Randall Slocum and Ross Johnston. Absent: Robert Hahn and Peter Weldon. Also Present: City Attorney Catherine Reischmann. Staff: Planning Manager, Jeff Briggs and Recording Secretary Lisa Smith.

Approval of minutes – August 5, 2014

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the August 5, 2014, meeting minutes. Motion carried unanimously with a 6-0 vote.

PUBLIC HEARINGS

REQUEST OF MR. JOSEPH PASSALACQUA FOR: AN AFTER-THE-FACT SUBDIVISION OR LOT SPLIT APPROVAL SO THAT 1252 LAKEVIEW DRIVE, ZONED R-1AAA, WILL BE DETERMINED TO BE A BUILDABLE LOT. THE PROPOSED LOT WOULD HAVE 52.2 FEET OF FRONTAGE ON LAKEVIEW DRIVE; 70 FEET OF FRONTAGE ON LAKE VIRGINIA AND HAVE 9,858 SQUARE FEET OF LOT AREA. VARIANCES ARE REQUESTED FOR THESE LOT DIMENSIONS IN LIEU OF THE MINIMUM REQUIREMENTS FOR LOT SIZES WITHIN THIS R-1AAA ZONING OF 150 FEET OF FRONTAGE ON THE STREET AND LAKE AND 25,000 SQUARE FEET OF LOT AREA.

Mr. Briggs noted that City Attorney Catherine Reischmann was present for this public hearing to respond to any legal issues that may arise. Planning Manager Jeffrey Briggs explained that the applicant, Joseph Passalaqua, is requesting approval of an after-the-fact subdivision or lot split so that the property at 1252 Lakeview Drive will be determined to be a buildable lot. He stated that the applicant is voluntarily offering a condition of approval that the resultant single family home will be no larger than 3,000 square feet. Further, there are variances necessary as the proposed lot does not meet the minimum dimensions of the R-1AAA district. Mr. Briggs provided the Board members with a detailed historical chronology of the subject property from 1973 up to the present. He said that currently 1252 Lakeview Drive is not a buildable lot, but it is not without value to the owner. He said that the property holds a boathouse built by Mr. Passalcqua which provides access to the Chain of Lakes and contributes value to the property across the street at 1251 Lakeview Drive which is in the same ownership as 1252 Lakeview. This connection of ownership is not unlike others along Lakeview Drive that have their lakefront access and boathouse across the street from the home-site. These two properties are not legally tied to each other, so any other person wishing to gain lakefront access to the Chain of lakes could purchase 1252 Lakeview Drive.

Mr. Briggs provided details of the legal status of this request. He said that the applicant has wanted to revisit the denials from 1978 and 1990 for some time but the City has not permitted a re-application.

The explained that it is based on the legal principal, as staff understands, of "res judicata". He touched on a memo from the City Attorney that provided further insight to the Board with regard to the principal in question. Mr. Briggs discussed the pros/cons of what constitutes a substantial change, the subdivision variances, conformance to the comprehensive plan policies, the proposed redevelopment plans. He summarized by stating that the planning staff recommendation in 1990 was for denial and to the planning staff today in 2014. He stated that he feels that the request still contains the same elements cited for the 1990 recommendation for denial which are the substantial variances from the R-1AAA zoning standards and the inconsistency with the neighborhood standards per the Comprehensive Plan. Also, staff is uncomfortable with the legal argument that this is a "substantially changed" application. He said that if this request is denied, then can they apply again next year offering only a 2,500 square foot home and then apply again the year after offering only a 1,500 square foot home. Staff recommended denial of the request. Mr. Briggs responded to Board member questions and concerns.

Rebecca Wilson with the Lowndes Law firm represented the applicant. She introduced the members of the redevelopment team. She used a power point presentation to present the facts of their request. She indicated that the property has a curb cut for lot that was put in when rebricking, undergrounding of power and new lighting installed that anticipates a home in the future. She noted that the applicant paid his proportionate share for the costs of those improvements. She showed pictures of the current conditions of the property. She noted that what is different today is that the applicant has committed to the voluntarily submitted a size restriction of 3,000 feet (proposed garage will be included in square footage). She said that the limitation in square footage is in an effort to fit in with the existing neighborhood and has submitted a site plan that demonstrates all setbacks being met. Development would be limited to the proposed site plan. It also shows that home can be sited without impacting lot 5 (to the south) and lot 3 (to the north) views of the lake. She indicated that they are not asking for variances for side, front or rear setbacks or for impervious coverage. With regard to Comprehensive Plan test, the property is located within a special planning area on the current comprehensive plan that is colored yellow for single family use. The applicant has been paying taxes on the property as a single family lot for 40+ years. The current configuration maintains the Virginia Heights 1922 plat between Oxford down to Sterling (eight lots and what would be eight homes). Letters were provided to city staff from previous city officials that the subject property was a buildable lot if it were created as 50 feet wide throughout its length and they are only a small dimension less than that. She requested that the Board grant the after-the-fact subdivision and requested variances. Mrs. Wilson responded to Board member questions and concerns. Also submitted was a petition with over 100 signatures in favor of the request.

John Bill, attorney, represented the neighboring property owners, the Foleys, who live at 1270 Lakeview Drive. He stated that the Foley's still object to the application has been heard twice by City and denied both times. He indicated that there has been prior litigation concerning the subject property and the denials were upheld in court. He stressed that there have been no changes since the 1990 denial. The request is still to construct a home on subject property and the size of that home is irrelevant. The current request does not comply with Subdivision Code, Section 58-376, by demonstrating the conditions necessary for the variances. They do feel that res judicata applies to this request. They did not feel that the applicant has proven a hardship. There have been no subdivision requests approved on any lakefront property. Street bricking does not warrant a change in character to the neighborhood. Tone, character and feel of neighborhood has not changed. Mr. Bill requested denial consistent with the 1990 decision and responded to Board member questions and concerns.

Grant Downing, attroney, spoke concerning the request to further support the Foley's position.

Adaire Fluno, adjacent neighbor at 1234 Lakeview Drive, spoke in opposition to the request and stated she felt the issue had been decided back in 1990.

Bill Sullivan, 1362 Richmond Road, spoke in opposition to the request. He read his letter of opposition into the record.

No one else wished to speak concerning the request. Public Hearing closed.

City Attorney Katie Reischmann, provided the Board members with an extensive overview of administrative res judicata. She explained what constitutes a "substantial change", i.e. the passage of 24 years, and whether the 1990 and 1979 defects have been addressed by the new application. She noted that another issue for the Board to consider is whether the lot split is appropriate due to the fact that it is after-the-fact. She noted that this is the only after the fact subdivision request presented to the Board. Further does it meet the land development code standards Sec. 58-377 (lot split as defined by staff) and Sec. 58-376 (variance standards as defined by staff).

Mr. J. Johnston stated that he feels that the time of 24 years since the request was last reviewed is sufficient for him to feel the application should be move forward and be judged on its merits. Additionally, they are now bringing something specific and different in this application (i.e. a site plan and a binding commitment to limit the size of the home). He said that he feels that is enough to overcome res judicata. He said that he does not feel that what the applicant is proposing is out of character with the surrounding neighborhood. He said that he feels that it is more of a fairness issue.

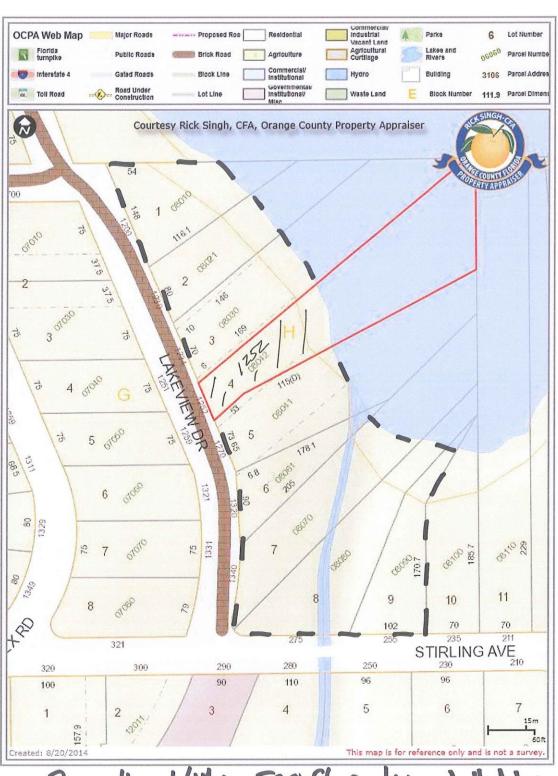
Mrs. De Ciccio agreed with Mr. J. Johnston concerning res judicata. She said that she supports the request.

Mr. Sacha stated that he does not feel that significant changes have occurred to warrant any change.

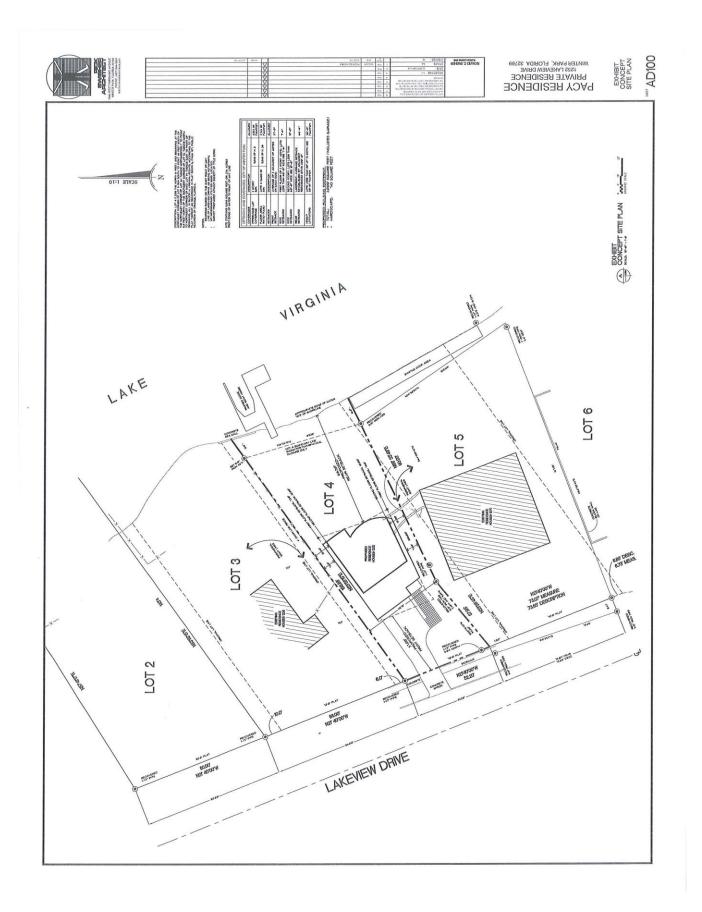
Mr. R. Johnston stated fundamentally the current request does not have his support due to the significant size of the variances requested in lot size from the R-1AAA zoning standards and the .

Mr. Gottfried stated he did not feel as if anything since 1990 has changed. He noted that he voted for denial of the request in 1990 when he was a city commissioner. He did not support creating a 53-foot lot on lakefront property. He said that he feels that feels that the climate in the city is changing and there are strong concerns with regard redevelopment in the City.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to deny the after-the-fact subdivision request for 1252 Lakeview Drive. Motion carried with a vote of 4-2. (Gottfried, Sacha, Slocum, and R. Johnston voted in favor of the motion for denial. (J. Johnston and De Ciccio voted against the motion for denial.)



Properties Within 500 ff. radius - Author line



MEMORANDUM

TO: Catherine D. Reischmann

FROM: L. Robin McKinney

RE: Variance or Subdivision Request for 1252 Lakeview Drive

DATE: May 30, 2012

<u>Issue</u>: Whether the legal doctrine of administrative res judicata applies to bar property owner's potential request for a variance or subdivision, where both requests were previously denied.

<u>Summary</u>: Administrative res judicata would likely bar property owner's request for reconsideration of variance or subdivision applications, where the issues had been previously considered and denied by the city, and where there has been no substantial change in circumstances. The applicant has apparently not offered evidence that the neighborhood conditions or requirements for lot subdivision or variance have changed substantially since his prior requests.

<u>Background</u>: Property owner has approached the Mayor about his requests to obtain either a variance or a subdivision/lot split that would make his property a buildable lot. He subdivided a larger parcel in 1976, selling the portion with the house and keeping the vacant side yard. In the 1980s, he made separate applications to the city for approval of a variance and an after-the-fact subdivision/lot split for the side yard; both were denied by the Planning and Zoning Commission and Board of Adjustment.

Analysis: Res judicata will bar a court's reconsideration of an issue that has been decided by another court, unless there has been a sufficient change in circumstances. Res judicata is the legal rule providing that where an issue has been finally settled by one court, it cannot be litigated again in a subsequent action. Generally, for res judicata to apply, there must be an identity of causes of action, including an identity of facts essential to the maintenance of the action. See id. Res judicata is a doctrine that should be applied in zoning cases with great caution. See City of Miami Beach v. Prevatt, 97 So. 2d 473, 477 (Fla. 1957). Where neighborhood conditions are changing, courts have found that res judicata will not apply, because the facts in the earlier case are no longer identical to the facts at issue.

Res judicata applies to decisions of administrative bodies, including those bodies dealing with zoning regulations, "unless it can be shown that since the earlier ruling thereon there has been a substantial change of circumstances relating to the subject matter with which the ruling was concerned, sufficient to prompt a different or contrary determination." See Metropolitan Dade County Board of County Commissioners v. Rockmatt Corporation, 231 So. 2d 41, 43 (Fla. 3d 1970) (citing City of Miami Beach v. Prevatt, 97 So. 2d 473).

Where there has not been a substantial change in circumstances, however, the doctrine of res judicata has been applied to bar reconsideration of an issue previously decided by the administrative body. In *Burger King Corp. v. Metropolitan Dade County*, 349 So. 2d 210, 211 (Fla. 3d DCA 1977), a landowner sought a rezoning from RU-4L (limited apartments) to RU-5L (professional office) and, at the same time, sought a use variance that would allow him to operate a Burger King restaurant on the property. The Dade County Commission granted the rezoning, but denied the use variance because of the numerous objections from the public. *See id.* at 211. Several years earlier, the owner had unsuccessfully sought to have the property rezoned to BU-I (neighborhood business) for the purpose of operating a Burger King restaurant there.

Nevertheless, the owner sought review of the decision on the use variance from the circuit court, which denied his petition based on res judicata from the decision in the prior case. See id. The Third District Court of Appeal affirmed the circuit court, finding res judicata applied, since no substantial change in circumstances had occurred between the earlier rezoning request and the current petition for a use variance. The Third District Court was not persuaded by the owner's argument that the rezoning from RU-4 to RU-5 was a "sufficient change in circumstances" to overcome res judicata.

In the case at issue, the City has twice denied the property owner's requests concerning his unapproved, subdivided lot. It is unlikely that the applicant can show a substantial change in circumstances, because the neighborhood has not undergone significant changes in character. He would most likely not be entitled to a variance or a subdivision approval, because without a substantial change in circumstances, the doctrine of administrative res judicata would govern the City's action on future variance or subdivision requests.



M. REBECCA WILSON

rebecca.wilson@lowndes-law.com 215 North Eola Drive, Orlando, Florida 32801 T: 407-418-6250 | F: 407-843-4444

TIT MERITAS LAW FIRMS WORLDWIDE

August 19, 2014

VIA MAIL & EMAIL

Catherine D. Reischmann 111 N. Orange Ave., Suite 2000 P.O. Box 2873 Orlando, Florida 32802-2873 creischmann@orlandolaw.net Mr. Jeff Briggs
Planning & Community Development Director
Winter Park Planning Dept.
401 Park Avenue South
Winter Park, FL 32789
jbriggs@cityofwinterpark.org

Re:

Application to Request a Variance and Lot Split in order to make the Property a Buildable Lot (the "Requests")

Dear Catherine and Jeff,

We appreciate all of your assistance to date in reviewing Mr. Joseph Passalacqua's application for a variance and subdivision request for his property located at 1252 Lakeview Drive in Winter Park, Florida (the "Property"). As we both understand from previous discussion, the Property is a lake front property with frontage on Lake Virginia. In 1979, it was administratively rezoned from R-1AA to R-1AAA. The Property is part of the Virginia Heights plat created in 1922 by H. M. Tinklepaugh; it primarily consists of Lot 4 of the plat. At some point, the majority of Lots 4 and 5 were combined and a home was built on what is predominantly Lot 5. Mr. Passalacqua currently owns only Lot 4.

We originally requested consideration (per letter dated July 21, 2014) of a corrected survey demonstrating that the Property has 50' of width at its narrowest point. Due to concerns raised by Mr., Foley's attorneys, we will withdraw the survey in order to avoid involving the City in the survey dispute. Instead we respectfully request to pursue the variance and subdivision application with the following conditions being voluntarily offered: (1) any home on the Property will be limited in size to 3,000 sq. ft. (including garage) and (2) enclosed site plan depicting location of proposed improvements.

We have reviewed your memorandum dated May 30, 2012 (the "Memo"). Based on our recent correspondence and the findings of the Memo, we would like to clarify the basis for your findings that administrative res judicata bars Mr. Passalacqua's Requests. While we believe the Memo is generally correct regarding the elements of administrative res judicata, we believe that Mr. Passalacqua's Requests are not barred by such doctrine since there has been a substantial change in circumstances warranting the approval of Mr. Passalacqua's request for a variance and subdivision.

You are correct that administrative res judicata bars an administrative body from reconsidering a previous decision "unless it can be shown that since the earlier ruling thereon there has been a substantial change of circumstances relating to the subject matter with which the ruling was concerned, sufficient to prompt a different or contrary determination." See Metropolitan Dade County Board of County Commissioners v. Rockmatt Corporation, 231 So. 2d 41, 43 (Fla. 3d DCA 1970). Thus, "the proper rule in a case where a previous permit application has been denied is that res judicata will apply only if the second application is not supported by new facts, changed conditions, or additional submissions by the applicant." Thomson v. Department of Environmental Regulation, 511 So. 2d 989 (1987) (citing Doheny v. Grove Isle, Ltd., 442 So. 2d 966, 976 (Fla. 1st DCA 1983)). In determining whether res judicata applies to the Requests, the board is to consider not only any changes in circumstances, but also new facts, changed conditions and additional submissions by Mr. Passalacqua.

The case of Gunn v. Board of County Commissioners, Dade County provides an example of such change that supports consideration and approval of the Requests. 481 So. 2d 95 (Fla. 3d DCA 1986). According to Gunn, when new plans materially change the aspects of a case, "it is settled law that there can be a new application and determination" by a board of the same. Id. "[I]t is for the board to determine whether or not changed facts or circumstances are presented and, in doing, it may give weight even to slight differences which are not easily discernible." Id. (emphasis added). In the Gunn case, the applicant had submitted plans for the construction of a softball field which had been denied; two years following such denial, the applicant submitted a "generally similar request". Id. Though generally similar, the second request "differed from the first in repositioning home plate at a greater distance from nearby residences." In that case, the repositioning of the home plate was considered by the court to be a "meaningful alteration of the proposal [the commission] had previously rejected" and therefore administrative res judicata was barred. Id.

While we agree that the determination of whether there has been a change in circumstances lies within the discretion of administrative board, it is clear from prevailing case law that there is no required threshold level of change needed to permit Mr. Passalacqua to submit his Requests. The court in *Gunn* clearly evidenced that even a "slight" change to a location of a home plate set forth in a second "similar request", was sufficient to bar the application of res judicata. *Id*.

Applying such case law to Mr. Passalacqua's Requests, it's clear that there new facts and changed conditions relating to the Requests based on the new maximum buildable area of the proposed residence, along with submission of a site plan, justifying the review and approval of the Requests.

In regards to the new facts related to the maximum buildable area of the proposed residence, Mr. Passalacqua has changed the previous building plans by limiting the residence to 3,000 square feet which would bring his proposed residence below the Code of Ordinances of the City of Winter Park (the "City") FAR maximum. Such change is clearly more substantial than the slight change of a home plate location evidenced under the *Gunn* case. The fact that the Requests have substantially changed the application building size and include submission of a site plan evidence the substantial change in

conditions and facts that justify the Requests. Additionally, the new site plan evidencing the location of a residence on the Property is an additional submission and a new set of facts which distinguishes the Requests from the prior application; therefore baring res judicata.

Moreover, since the last application in 1990, the City has undergone substantial changes. There have been numerous lot splits and consolidations on lakefront properties in the City, as well as the bricking of Lakeview Drive and the installation of a curb cut on the Property.

We appreciate your time and consideration of the information presented above.

11 | -

M. Rebecca Wilson

MRW/TLT Enclosure

cc: Mr. Joseph Passalacqua

Aug 26 -2014

My mother Luth Flunc and I adaire Flunc lui at 1234
Lake new DR. We are against
the Unildusing of Joseph
Passalacqua on 1252, lakeine
DR. The property should
nevel here been soluied en
the first place.

Thanker for Jours

adaire Fluno

Jeffrey Briggs

From:

Bill Sullivan <Billsullivan@potomacland.com>

Sent:

Tuesday, August 26, 2014 4:08 PM

To:

Jeffrey Briggs

Subject:

Zoning Variance or Subdivision Split for 1252 Lakeview Drive of Lot 4 of both section G

& H Virginia Heights

Dear Planning and Zoning Board;

We reviewed the request and have read all the reports there are a few points as a neighbor we wish to make clear.

- Mr. Passalaqua originally subdivided the property without consulting or receiving permission from the city back in 1973. Back then it appears the City sent a clear message that if you do things without permission you may not always receive forgiveness. The burden was on the applicant or his predecessors to work with the City on what amounted to a Subdivision re-plat. The City has regulations to prevent citizens from infringing on the adjacent neighbors rights. The lot is simply too small for the request.
- 2. Ad Nauseam: the Applicant has requested in the 70's for this variance "lot split" and was denied by the City Commission. Then Mr. Passalaqua not liking the City's findings sued the city in Circuit Court and lost, tried again in the 90's and was denied by the city. And then again today through causing the Citizens and the City duress of another potential lawsuit via a letter dated August 19, 2014 from Mr Passalaqua's Attorney, Becky Wilson of LDDK&R citing an obscure ruling Gunn Vs Board of County Commissioners Dade County citing "New Plans materially change the aspects of the Case"

What has changed? Has Mr. Passalaqua mysteriously discovered additional width on his property?

We agree on one aspect of Mr. Passalaqua request "settled law" as pointed out in Becky Wilsons letter unfortunately for Mr. Passalaqua the settled law is the fact that the lot is unbuildable. One could assume that this request was made thinking there was no remaining institutional memory in the City. This request in its nature due to the pre-existing facts is Antagonistic.

We request the Planning and Zoning Board send a message to the applicant and his Counsel, such actions and behavior will not be tolerated and unanimously deny this "request"

Bill and Kate Sullivan 1362 Richmond Road Winter Park, FL 32789 (407)296-6322

RECEIVED

SEP - 2 2014

CITY OF WINTER PARK PLANNING DEPARTMENT

GODBOLD, DOWNING & BILL

A PROFESSIONAL ASSOCIATION ATTORNEYS AT LAW

222 WEST COMSTOCK AVENUE SUITE IOI WINTER PARK, FLORIDA 32789

TELEPHONE (407) 647-4418 FACSIMILE (407) 647-2089 lawoffice@gdb-law.com

August 27, 2014

VIA ELECTRONIC MAIL AND U.S. MAIL DELIVERY

creischmann@orlandolaw.net Catherine Reischmann, Attorney 111 North Orange Avenue Suite 2000 Orlando, Florida 32802

GENE H. GODBOLD

GRANT T. DOWNING

JOHN HOWELL BILL

JANET M. LOWER MICHAEL S. KRAYNICK

LESLIE C. CANDES

jbriggs@cityofwinterpark.org Jeffrey Briggs, Manager Planning and Community Development City of Winter Park 401 Park Avenue South Winter Park, Florida 32789

> August 19, 2014 Application to Request a Variance and Lot Split in Order to Make the Property a Buildable Lot

Dear Ms. Reischmann and Mr. Briggs:

Please recall that the undersigned represents Peter F. Foley, III, and his wife, Antionette Foley, the owners of 1270 Lakeview Drive, Winter Park, Florida 32789 (hereinafter the "Foley Property"). We are in receipt of the August 19, 2014 letter from Lowndes, Drosdick, Doster, Kantor & Reed, P.A., by and through Rebecca Wilson, transmitting that certain Application to Request a Variance and Lot Split in Order to Make the Property a Buildable Lot (the "Application"). Please let this letter serve as a formal response thereto.

The doctrine of administrative res judicata controls here such that the Application should be denied. Mr. Wilson's August 19, 2014 letter refers to and addresses the May 30, 2012 Memorandum to Catherine D. Reischmann from L. Robin McKinney (copy enclosed). The Memorandum states in pertinent part:

F:\USERS\Mary\FOLEY\Reischmann-Briggs ltr.wpd August 27, 2014 (2:20pm)

<u>Issue</u>: Whether the legal doctrine of administrative res judicata applies to bar property owner's potential request for a variance or subdivision, where both requests were previously denied.

<u>Summary</u>: Administrative res judicata would likely bar property owner's request for reconsideration of variance or subdivision applications, where the issues had been previously considered and denied by the city, and where there has been no substantial change in circumstances. The applicant has apparently not offered evidence that the neighborhood conditions or requirements for lot subdivision or variance have changed substantially since his prior requests. (emphasis added).

<u>Background</u>: Property owner has approached the Mayor about his requests to obtain either a variance or a subdivision/lot split that would make his property a buildable lot. He subdivided a larger parcel in 1976, selling the portion with the house and keeping the vacant side yard. In the 1980s, he made separate applications to the city for approval of a variance and an after-the-fact subdivision/lot split for the side yard; both were denied by the Planning and Zoning Commission and Board of Adjustment.

In the fourth section entitled "<u>Analysis</u>," Ms. McKinney addresses the key decisions on administrative res judicata and states:

Res judicata applies to decisions of administrative bodies, including those bodies dealing with zoning regulations, "unless it can be shown that since the earlier ruling thereon there has been a **substantial change of circumstances** relating to the subject matter with which the ruling was concerned, sufficient to prompt a different or contrary determination." (citation omitted). (emphasis added).

I would agree that this is a correct statement of the law in this regard. Thereafter, Ms. McKinney addresses some of the leading cases on this matter and in her "Conclusion" states:

In the case at issue, the City has twice denied the property owner's requests concerning his unapproved, subdivided lot. It is unlikely that the applicant can show a substantial change in circumstances, because the neighborhood has not undergone significant changes in character. He would most likely not be entitled to a variance or a subdivision approval, because without a substantial change in circumstances, the doctrine of administrative res

judicata would govern the City's action on future variance or subdivision requests. (emphasis added).

In her letter of August 19, 2014, Ms. Wilson relies heavily on the case of <u>Gunn v. Board of County Commissioners</u>, 481 So.2d 95 (Fla. 3d DCA 1986). The <u>Gunn</u> case is completely distinguishable from the facts at hand. In <u>Gunn</u>, the trial court had affirmed a special exception granted by the Dade County Commission for the construction of a softball field on premises operated as a private country club. <u>Id.</u> at 95. <u>Gunn</u> held:

Although a generally similar request had been denied two years earlier, the new proposal differed from the first in repositioning home plate - at a greater distance from nearby residences - to a point where the outfield had been located, and vice versa. The definitive decision in Coral Reef Nurseries Inc. v. Babcock Co. supra. 410 So.2d at 651-654 points out both that the prior zoning ruling is not binding when there has been a substantial change of circumstances and that the determination of whether such a change has in fact occurred lies primarily within the discretion of the zoning authority itself. (citation omitted). Under these rules, we may not interfere with the commission's implicit conclusion that the rearrangement of the field, which arguably reduced the noise and inconvenience to the neighboring homes, was a meaningful alteration of the proposal it had previously rejected. (emphasis added).

Gunn was not a case that addressed whether or not a neighborhood had undergone a significant change in character or density. Here, Mr. Passalacqua can adduce no evidence that this particular neighborhood, Virginia Heights, has undergone a significant change in character, such that it would support this type of increased residential density.

The following Florida appellate cases, all found that administrative res judicata was applicable such that a subsequent application was denied: Miller v. Booth, 702 So.2d 290 (Fla. 3d DCA 1997); Hasam Realty Corporation v. Dade County, 486 So.2d 9 (Fla. 3d DCA 1986); Taub v. Metropolitan Dade County, 296 So.2d 566 (Fla. 3d DCA 1974); Garden State Properties, Inc. v. Dade County, 410 So.2d 655 (Fla. 3d DCA 1982); Metropolitan Dade County Board of County Commissioners v. Rockmatt Corporation, 231 So.2d 41 (Fla. 3d DCA 1970); Holiday Inns, Inc. v. City of Jacksonville, 678 So.2d 528 (Fla. 1st DCA 1996); and Burger King Corporation v. Metropolitan Dade County, 349 So.2d 210 (Fla. 3d DCA 1977). Burger King, is particularly instructive. In Burger King, the appellant requested a change from a limited apartment zoning classification to a professional offices classification and a requested variance to permit the first story of the building to house a Burger King. Id. at 210. The Burger King court held:

This current attempt liberalizing the classification of this particular piece of property marks the third time that the Dade County

Commission has heard arguments on whether to permit construction of a "Burger King" and the second time that we have been asked to rule upon the correctness of the Commission's decision. During the time between our prior decision, cited above, and the present, we have not been shown a **substantial change of circumstances** applicable to the property sufficient to overcome either the effect of administrative or judicial res judicata. (citation omitted). As such, we hold that either doctrine is applicable as a bar to the relief appellant seeks. . . Even assuming that res judicata does not apply, appellant has failed to show the requisite "unnecessary hardship" so as to be entitled to a variance on its property. (citation omitted). The **only "hardship" claimed by appellant is one of economic disadvantage, which does not constitute a hardship sufficient to warrant the granting of a variance**. (citation omitted). (emphasis added).

Nothing has changed since Mr. Passalacqua's prior applications. The lot itself, and its dimensions, have not changed. The zoning classifications have, in fact, become more stringent over time. The character of this particular neighborhood has not changed. Whether the proposed residence is 3,000 feet or even 1,000 feet, is immaterial to the determination. Mr. Passalacqua is attempting to build a residence on a 9,858 square foot lot where a 25,000 square foot lot is mandated. Similarly, the current zoning requirement contemplates a minimum of 125 foot frontage on Lake Virginia in order to support a residence. Here, there is only 69 feet of frontage. If this Application/variance is permitted, this will result in the proposed structure being located only seven and one-half feet - not ten feet, away from the properties on either side of this lot (the Foleys and the Adairs). The sketch annexed to the August 19, 2014 letter depicts the narrowest point of lot 4 as being 49.75 feet less than the minimum fifty foot lot width mandated. At 9,858 square, in lieu of 25,000 square feet for a lot to support a building in this area, this represents less than forty percent of the mandated square footage. I attach as well for your convenience my July 17, 2014 letter in connection with the June 27, 2014 Request for Lot Split and Variance on behalf of Mr. Passalacqua. As that letter noted, it was Mr. Passalacqua himself who created this very problem when he purchased in one transaction, in 1973, the property which is now the subject matter of this Application, and the property which is now owned by my client, the Foleys. Mr. Passalacqua in turn sold the property presently owned by my clients to the predecessors in title to the Foleys and retained the parcel that is at issue here. In other words, to the extent the lot dimensions are not capable, under the current zoning, to support a buildable lot, it was Mr. Passalacqua who created this problem, and as per Burger King, the only "hardship" that Mr. Passalacqua can claim is an economic disadvantage which he himself created.

For your consideration, I enclose a copy of the April 13, 1990 Orlando Sentinel article which reported Mr. Passalacqua's unsuccessful attempts to render the same lot buildable almost twenty-five years ago, and a copy of that certain *Order Denying Petition for Certiorari*, in the case styled <u>Joseph Passalacqua v. Board of Adjustment of the City of Winter Park, Florida, William E. Doster, Chairman</u>, Case Number: 78 7151, in the Circuit Court of the Ninth Judicial Circuit, in and for

Orange County, Florida. I enclose as well for your consideration the Public Notice published March 15, 1989 from the City of Winter Park relating to the Planning and Zoning Commission agenda which reflects that Mr. Pacy made the same request in 1990.

Respectfully therefore, for the foregoing reasons, we would request that the Application be denied.

Very truly yours,

John H. Bill

JHB/mrw enclosures

c: Peter F. Foley, III, w/enc.

Antoinette Foley, w/enc.

Grant T. Downing, Esq., w/enc., via e-mail

Gene H. Godbold, Esq., w/enc., via e-mail

Mary Rebecca Wilson, Esq., w/enc., via e-mail

Janet M. Lower, Esq., w/enc., w/enc., via e-mail

Board of Adjustments Page 4 20 June 1978 Board of Adjustment Variance 1978

 Request of Joesph J. Passalacqua for a variance of Sec. 31-5 "R-1AA Residential District," par. 5(a) and 6(b) to allow the following:

- a. construction on a non-conforming lot (53 ft. frontage and 9,500 sq. ft. area) in lieu of the required 100 ft. frontage and 10,000 sq, ft. area.
- b. a 7.5 ft. side property setback in lieu of the required 10 ft.

Acting Chairman Lutz presided in this matter.

Attorney James A. Moreland, representing Mr. Joe Pacy, explained the unusual circumstances involved in this matter. Mr. Pacy had been the owner of both Parcel X and Parcel Y. Acting on the advice from the Building Official and the City Planner in 1976, Mr. Pacy sold Parcel X thinking that he had divided the land into two buildable lots. The present Zoning Official does not feel that Mr. Pacy has a buildable lot, thus making it a non-conforming lot. Therefore. Mr. Pacy was requesting three variances (frontage, area and side setback) in order to build a homeron the remaining Parcel Y. His hardship was based upon the fact that if he had been advised by the City that Parcel Y was not a buildable lot, he never would have sold Parcel X. Pictures of the site in question were presented to the Board.

The original deed did not contain the full and correct property description. When the lot was sold, a corrected deed was submitted. That deed, too, had several discrepancies and was changed. Therefore, the original deed was corrected, then was subsequently changed. Now the original deed was back on record.

Mr. Moreland felt Mr. Pacy's application met the four criteria to be considered when granting an application. 1) There were special conditions and circumstances, peculiar to the land and which are not applicable to other land in the same district.

2) Literal interpretation of the code would deprive Mr. Pacy of the rights enjoyed by other property owners in the same district in that other property owners have lots of the same size that have been built upon. 3) The special conditions that exist were not the result of the act of the applicant, and 4) No special privileges were involved here. Mr. Pacy would not be here except for the actions of the previous Building Official.

Mr. Moreland presented four letters he had written to the previous Building Official confirming the conversations about the property in question. He had never received any correspondence from the Building Department acknowledging these letters. A favorable petition containing four names was submitted to the Board.

Attorney Jesse Graham appeared representing Mr. and Mrs. John Fluno and Mr. Perreira (neighbors adjacent to the site in question). His clients were opposed to granting the request. Mr. Graham felt Mr. Pacy's problems were self-imposed, that his lot did not meet the requirements for a non-conforming lot, and that Mr. Pacy should be appealing a decision from the Zoning Official and not asking for variances. The Board assured Mr. Graham that the request was as published; that is, asking for three variances and not appealing any decision by the City.

Mr. Peter Foley, who is in the process of purchasing Mr. Perreira's lot , was opposed to granting the variances. He was purchasing the property with intentions of having privacy and a clear view of the lake.

Board of Adjustments
Page 5
20 June 1978

Mr. Jack Lane, 1200 Lakeview Drive, and Mr. C. V. Bowen, 1251 Lakeview Drive, spoke in opposition to granting the request.

ACTION:

Questions concerning the controversy involved in this matter were raised by the Board. Mr. Hope Strong wanted to have a chance to discuss the matter with the City Manager and the City Attorney.

Mr. Lobley made a motion, seconded by Mr. Strong to TABLE this matter until further investigation into the facts surrounding the case could be made. The motion to TABLE the request passed 4 to 0.

Request of Winter Park Federal Savings & Loan for a variance of Sec. 31-11
"Office District (0-1)," par. 5(a) to allow construction of an addition
1.5 ft. from the front property line in lieu of the required 10 ft. setback.

Mr. Doster resumed as Chairman.

Mr. Doyle Oldham, Senior Vice President of Winter Park Federal, introduced Mr. Jack Rogers of Rogers, Lovelock & Fritz. Mr. Rogers is the architect for the proposed additions/alterations for Winter Park Federal. The building has been on the site since 1956. The hardship was based on compliance with the requirement of a 10 ft. front setback, which would place the setback five feet inside the existing building. There is another 30 ft. setback from the centerline of Knowles Avenue. This setback would impact the west side of the existing building. Mr. Rogers then presented plans for the building. Winter Park Federal's additions/alterations would be in keeping with the architectual character of Winter Park and they are scheduled to appear before Planning and Zoning and the City Commission for approval of the final plans.

No one spoke in favor or in opposition of granting the request. Lengthy discussion ensued with Mr. Rogers answering questions of the Board.

ACTION:

Mr. Lobley made a motion, seconded by Mr. Lutz to APPROVE the request for Winter Park Federal Savings & Loan. The motion passed 5 to 0.

The meeting closed at 7:15 p.m.

Coorgo I Wiggins Evalutive Secretary

CITY OF WINTER PARK

AGENDA

BOARD OF ADJUSTMENTS

Regular Meeting

18 July 1978

4:30 P.M.

CITTO	TT-CIT
SUB	LCI

Approval of Minutes:

20 June 1978 - Regular Meeting

Withdrawal Request:

Request of L. M. Coop for a variance of Sec. 31-20 "Off-Street Parking and Loading Regulations, " par. 2(b) to allow location of a parking lot in the required front setback without the required five foot landscaped strip along the street frontage on property located at: 1051 West Fairbanks.

PUBLIC HEARINGS:

- #1 Request of Mr. Edward H. Heidt for a variance of Sec. 31-22
 "Lakefront Lots, Boathouses and Docks," par. 3, to allow
 construction of a boathouse located at: 1726 Alabama Drive
 on Venetian Canal access via Alabama Drive
- #2 Request of Dr. Louis Pesce, D.D.S. for a variance of Sec. 31-12 "Commercial Shopping Center (C-1) District" par. 4(a) to allow construction of an office addition located at: 1311 West Webster Avenue, Lord's Subdivision.
- #3 Request of Joseph J. Passalacqua for a variance of Sec. 31-5, "R-AA Residential District," par. 5(a) and par. 6(a) to allow the following:
 - a. Construction on a non-conforming lot (53 ft. frontage and 9,500 Sq. ft. area) in lieu of the required 100' frontage and 10,000 sq.ft. area.
 - b. A 7.5 foot side property setback in lieu of the required ten (10) feet. Adjacent to: 1270 Lakeview Drive.
- #4 Request of Ester D. Stubbs for a variance of Sec. 31-5, "R-lAA and R-lA Districts," par. 6(a) and Sec. 31-4, Non-conforming Characteristics of Use," par. 5(2), located at: 1198 OxfordRd._
- #5 Request of David Tegethoff for a variance of Sec. 31-21, "General Provisions," par. 14(b), to allow erection of six (6) ft. fencing in front yard in lieu of the required maximum height of three (3) feet, located at: 673 Osceola Avenue.

CITY OF WINTER PARK, FLORIDA BOARD OF ADJUSTMENT

MINUTES

REGULAR MEETING CITY HALL

18 JULY 1978 4:30 p.m.

744

PRESENT: Mr. William E. Doster, Chairman, Mr. James R. Lobley, Mr. Samuel B. Kirby, Mr. Robert C. Lutz, Mr. Hope Strong III and George J. Wiggins, Acting Zoning Official.

The meeting was called to order by Chairman Doster at 4:30 p.m.

Chairman Doster explained the procedures, powers and duties of the Board of Adjustment.

Minutes of the Regular Meeting of 20 June 1978 were read and approved.

- #3 TABLED FROM 20 JUNE 1978. Request of Joseph J. Passalacqua for a variance of Section 31-5 "Residential (R-1AA) Districts," paragraph 6(a) to allow:
 - a. construction on a non-conforming lot (53 ft. frontage and 9,500 sq. ft. area) in lieu of the required 100 ft. frontage and 10,000 sq. ft. area.
 - b. a 7.5 foot side property setback in lieu of the required 10 feet.

Chairman Doster recounted his 15 June 1978 letter to the Board of Adjustment stating a conflict of interest in this matter; therefore, Mr. Lutz presided as Acting Chairman. Mr. Lutz reported the matter had been republished in order to let the public know that the matter was still open and to reopen the public hearing if necessary. The matter had been adequately covered during the public hearing of 20 June 1978 before going to closed, executive session; therefore, Mr. Lutz proposed the closed session be continued with no further input from the public. All Board members concurred with Mr. Lutz's decision. Attorney James Moreland requested an opportunity to respond to a letter addressed to the Board of Adjustment from the City Attorney. (See attached exhibit.) The request by Mr. Moreland was denied.

ACTION:

Mr. Strong made a motion, seconded by Mr. Kirby to DENY the request based upon the information in the letter from the City Attorney and upon the information contained in Section 31-26, paragraph (g) of the zoning code. The motion to DENY the request passed 4 to 0.

Mr. Doster suggested a new procedure for voting by the Board of Adjustment. When an application for a variance and/or an appeal is filed, the applicant is asking for approval. Therefore, there would be a motion on the floor at all times to APPROVE the application as requested. Voting would be on the question of approval of the variance as requested by the application. The failure to approve the application as submitted would constitute a denial of the requested variance. After denial of a requested variance, the Chair would entertain motions from the members of the Board for more limited or conditional variances than those requested in the application. All Board members agreed with Chairman Doster and voted 5 to 0 to APPROVE the new voting procedure.

Copy to Brig Officed

LAW OFFICES OF

JOHNSON, MOTSINGER, TRISMEN AND SHARP, P. A.

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\$13 WEST COMSTOCK AVENUE POST OFFICE BOX 1860

ORLANDO, FLORIDA 32801 TELEPHONE (305) 841-7350 WINTER PARE, PLORIDA 32789 TELEPHONE (308) 647-5654

GEORGE W. JOHNSON
JOHN MOTSINGER, JR.
RICHARD F, TRISMEN
JOEL H. SHARP, JR.
WINIFRED JOHNSON SHARP
ERIK C. LARSEN
JOHN D. MCELHENY
ROBERT D. GATTON
MICHAEL G. WILLIAMSON

TELEPHONE (308) 847-5854

IN REPLY ADDRESS FIRM AT

July 10, 1978

Winter Park

Hope Strong, III, Esquire Acting Chairman Winter Park Board of Adjustment 200 W. Welbourne Winter Park, Florida 32789

Dear Hope:

This is in response to questions you raised with respect to the Pacey application for a variance on property located on Lakeview Drive.

QUESTION: Does the Winter Park Board of Adjustment have the authority to consider evidence and testimony outside that which is presented by the petitioner and opponents at the public hearing?

ANSWER: No. The Board of Adjustment is not constituted as an investigating body but is a quasi-judicial body. It should therefore limit its deliberations to those matters which are brought to it during the public hearing. This is not to say, however, that the Board members cannot ask questions or require that the peritioner and/or opponents produce evidence or testimony in support of allegations or representations made during the public hearing. I understand that customarily Board members do not interject questions or make comments during the public hearing portion of a meeting, but participate only after the hearing has closed and executive session of the Board is commenced. I see nothing wrong with this procedure so long as the interested parties are advised during the hearing that the Board will continue in an executive session before the end of the meeting and that all who are interested in the subject should remain in case questions or requests for additional information are made. If it is determined after the close of the public hearing that insufficient evidence or testimony has been given in support of a relevant issue, the Board may advise the petitioner or opponent of such deficiency and allow for a re-opening of the public hearing if the party wishing the issue to be considered elects to add to the evidence or testimony. If such an election is not exercised the Board's deliberations should continue without weight being given to the unsupported or documented issue.

QUESTION: Should the Board of Adjustment grant a variance when a self-imposed hardship exists if the petitioner created the hardship in reliance upon the advice of a public official?

ANSWER: No. If a hardship has been created by the voluntary act of the owner of property, the Board of Adjustment is without power to grant a variance. Advice or

Hope Strong, III, Esquire July 10, 1978 Page 2

assurrances made by public officials cannot relieve a property owner of the responsibility for his own acts and his adherence to the Zoning Code. It is a well known principle that a variance is a legal status granted to a parcel of property due to circumstances or characteristics peculiarly or uniquely related to the property. The opinion, advice or act of a public official which is in violation of the law is null and void regardless of the good intentions of the public official or the reliance upon such opinion, advice or act on the part of the citizen. Thus, even where the act of a public official is as formal as the granting of a building permit or issuance of a license, such an act does not vest the citizen the right to construct the building or make use of the license if the public official illegally granted the permit or license.

It has been held in some Florida cases that the mere fact a petitioner for a variance purchased the subject property after the enactment of the ordinance from which the petitioner seeks a variance was enough to establish a self-imposed hardship. Other cases have been less strict and have applied the self-imposed hardship rule only when the petitioner had actual knowledge of the ordinance when he acquired the property. Still others applied the self created hardship rule when the petitioner acted upon the property after he acquired title thereby creating the hardship.

A variance is not the proper or appropriate remedy of a property owner who acts to his detriment in reliance upon someone else's opinion of the law. A public official who has apparent authority and upon whose act or advice the property owner relies in good faith, may create liability on the part of the City but he cannot affect a waiver or suspension of the law. Thus, it is not the duty nor is it in the power of a Board of Adjustment to grant variances as a means of settling disputes between a property owner and the City arising from the illegal acts of City officials.

I wish to point out that there have been court decisions which have allowed boards of adjustment to grant variances where self-imposed hardships were created by acts of good faith and in reliance upon the statements of municipal officials. However, these decisions have been entered in states outside Florida and in some of the states self-created hardships are not a bar to the granting of variances. Some of the Florida decisions contain dictum which might indicate that a board of adjustment could grant a variance notwithstanding the existence of a self-imposed hardship, but in light of the fact that the great majority of the Florida court decisions have held that self-imposed hardship constitutes a bar to a variance, I feel it would be imprudent of the Winter Park Board of Adjustment to act in reliance on out-of-state court decisions and occasional dictum expressed by the Florida courts. In support of that opinion I would point out that it is preferable for the Board of Adjustment to remain clearly within its jurisdictional authority leaving to the courts the power to grant redress to a property owner whose use and enjoyment of his property is unreasonably or unnecessarily restricted by the City's Zoning Code than it is for a board of adjustment to extend its jurisdiction into legally questionable areas.

CONCLUSION: The foregoing opinion is based on my interpretation of the law in Florida with respect to the rule of self-imposed or self-created hardship. It would be within the power of the City by appropriate amendment to the Zoning Code Section 31-2

Hope Strong, III, Esquire July 10, 1978 Page 2

to grant to the Board of Adjustment explicit authority to consider applications for variances where the applicant acted to his detriment in good faith reliance upon the statements or actions of public officials. No such authority presently exists, and on the contrary, Section 31-26(2)(a) 3 requires that an applicant for a variance demonstrate that the special conditions and circumstances creating the hardship do not result from the actions of the applicant.

I am prepared if you find it necessary, to provide you with the legal citations upon which this opinion is based, and to advise the Board further in this matter if needed or desired.

Respectfully submitted,

RICHARD F. TRISMEN

RFT/ch

cc: Mr. David T. Harden

1252 Lakeview Sub. PAZ Minutes 1990

P & Z Minutes 4-3-90 Page Five

ACTION:

Mr. Reeves made a motion to $\underline{\text{APPROVE}}$ the request with the following conditions:

- There shall be no display of boats for sale on the U.S. 17-92 front half of the property.
- This conditional use permit shall be in force for a period not to exceed eighteen (18) months.

Mr. Colado seconded the motion which passed unanimously.

MISC 4:90

Request of Joe Pacy for Subdivision Approval to allow the land between the properties at 1234 and 1270 Lakeview Drive to become a buildable single family residential (R-1AAA) lots, with variances.

The City Planner explained that this item is an "after-the-fact" subdivision request to make Mr. Pacy's property a buildable single family lot. He indicated the property in question on an overhead transparency.

In relating the property's history, staff explained that originally Mr. Pacy owned this property and the property adjacent at 1270 Lakeview, all as one property. In 1976, he sold 1270 Lakeview but split off this subject property. Mr. Pacy says the property was split on advice from Mr. Paul Gendron (former building official), and he did so with the belief that he was creating two buildable lots. However, without city approval he created a non-conforming lot, since it did not have the frontage or area needed for the R-1AA zoning at that time. The split also created a non-conforming setback between the lot line and the house at 1270 Lakeview.

P & Z Minutes 4-3-90 Page Six

In 1978, Mr. Pacy applied to the Board of Adjustment for variances to make this a buildable lot. In July 1978 the Board of Adjustment denied Mr. Pacy's application. Shortly thereafter, attorney Jim Moreland, representing Mr. Pacy, appealed this decision to the Orange County Circuit Court. The City of Winter Park defended the suit and the Circuit Court upheld the Board of Adjustment's denial.

The City Planner explained that several things have changed since then. The zoning for this property is now R-1AAA (lakefront) and requires 125 feet at the lake and at the street. The minimum lot size is 25,000 square feet. This means that the variances requested are substantially larger. Also, subdivision variances are now decided by the Planning and Zoning Commission and City Commission.

Mr. Pacy still owns the land and still desires approval for this property as a buildable lot. Staff pointed out that the lot now is worth \$300,000-400,000 if deemed to be buildable.

In applying the zoning test to this property, significant variances are required, as the lot would be required to have 25,000 square feet of area and 125 feet of property at the lake and at the street. In comparing the proposed lot to those existing in the established neighborhoods, staff related that of 32 homes in the immediate area the average frontage is 101 feet. The median is 96 feet with the smallest frontage of 70 feet. The proposed lot would have 9,500 to 10,100 square feet of area (depending on the survey), which is well below the neighborhood average.

The City Planner pointed out that denial of this request does not mean there is no possible use for this property. The land could be sold or used by someone as lakefront access. It could be land for a boathouse. Staff felt use by someone in the neighborhood would be the best option.

Staff recommended denial of the subdivision request due to the significant variances needed to create a non-conforming lot that is out of character with the size and frontage of the homes in the surrounding area. The denial was also based on not complying with Comprehensive Plan policies for subdivisions in established neighborhoods. Staff felt conditions have not significantly changed since the 1978 denial of this identical request by the Board of Adjustment which was upheld by Circuit Court of Orange County.

P & Z Minutes 4-3-90 Page Seven

Mr. Steve Bechtel, attorney representing Mr. Pacy, presented a packet of information to the Board members. This packet included a letter from Mr. Pacy's realtor, architect and attorney. Mr. Bechtel related the history of this property, as did staff, stating that Mr. Pacy always had the intent and desire to build upon Lot 4. Mr. Bechtel stressed that Mr. Pacy acted upon direction and reassurances from the City that dividing the property and selling Lot 5 would still allow Lot 4 to be buildable. Mr. Bechtel presented a colored rendering of a "proposed" home that could be built on the subject property without any variances.

Mr. Joe Pacy (Joseph Passalacqua), also appeared to relate his request and relate the personal history of this

Mr. Udo Garbe, 1340 Lakeview Drive, stated that he is an architect and desired to support the request. He felt it was unfair that Mr. Pacy was taxed on the property as a residence, but could not build one on the property.

The following persons spoke in opposition to the subdivision

Mrs. Antoinette Foley, 1270 Lakeview Drive

Ms. Adair Fluno, 1234 Lakeview Drive

Mr. Ed Hurt, 1211 College Point

Mr. John Fluno, 1234 Lakeview Drive

Mr. Doug Osborn, 1321 Lakeview Drive

Mr. Roy Crabtree, 1221 Arlington Place

Mrs. Phyllis Wycoff, 1479 Glencoe Avenue

Mrs. Foley presented a prepared statement (copy attached to these minutes) asking the City to uphold their previous denial of this non-conforming lot, that she felt was a selfimposed. Ms. Foley stated that a 100 year old oak and endangered species palm exist on the property. Mr. Hurt stated that zoning regulations are in force to protect the community, he urged the Board to uphold their regulations. Mr. Fluno objected to the property being referred to a "lot" as he stated it was never a complete lot, but a parcel of land and related history of ownership. He opposed any construction on this property.

P & Z Minutes 4-3-90 Page Eight

Mr. Osborn stated that any construction will block neighbor's lake views, and felt this is a consideration by the Planning and Zoning Commission in reviewing lakefront site plan reviews. Mr. Crabtree felt the City is being ruined by too many large homes and felt building on this sub-standard lot would degrade the neighborhood. Mrs. Wycoff stated that if Mr. Pacy can build on this tiny parcel, she could subdivide her lot (1479 Glencoe) into about five homesites.

Mr. Bechtel responded that the property is not a "free park" for the neighbors enjoyment and that Mr. Pacy's property rights should be respected as much as the neighbors.

The Board members concurred that the property was non-conforming under current zoning restrictions, and creating a buildable lot was contrary to the intent of the City's Comprehensive Plan policies regarding new lots in established neighborhoods.

ACTION:

Mr. Colado made a motion to $\underline{\text{DENY}}$ the request. Mrs. Sanders seconded the motion which passed unanimously.

SITE PLAN REVIEWS:

SPR 8:90

SCHOFIELD RESIDENCE - 420 N. Interlachen Avenue - for new driveway and motor court, patio area/wall on Canton, and wall on Interlachen on Lake Osceola.

The city Planner related the request for a new driveway and motor court, new patio area and a wall on Canton Avenue, and a wall on Interlachen Avenue at the Schofield residence at 420 N. Interlachen Avenue. Staff related the variances (for wall) previously granted by the Board of Adjustment. He stated that on this two plus acre property code coverages were not a problem (impervious will be 27%). No trees will be removed. Stormwater retention/percolation will be accomplished via an underground exfiltration system. Staff recommended approval.

Mr. Bob Keith, Foster, Conant & Associates, was present to represent the request. Mr. Keith explained the underground

1252 Lakeview Sub. City Commission Minutes 1990

CITY OF WINTER PARK.

REGULAR MEETING OF THE CITY COMMISSION

APRIL 10, 1990

The Regular Meeting of the Winter Park City Commission was called to order by Mayor David Johnston at 4:30 P.M. Said meeting took place in the Commission Chambers of 401 Park Avenue, South, Winter Park, Florida.

PRESENT. Mayor David Johnston; Commissioners Gary Brewer, Rachel Murrah, Pamela Peters and Peter Gottfried. Also in attendance were City Manager, Anthony Barrett; City Attorney, C. Brent McCaghren and City Clerk, Arlene Coleman.

INVOCATION. Commissioner Peter Gottfried offered the Invocation which was followed by the Pledge of Allegiance.

APPROVAL OF MINUTES. Motion to approve the minutes of Regular Meeting of March 27, 1990 made by Commissioner Murrah, seconded by Commissioner Brewer. No additions or corrections were made. Motion carried with a favorable 5-0 vote.

MAYOR'S REPORT.

Recognition of retiring employee. Perry Saunders. Mayor Johnston recognized Mr. Saunders with a plaque for his sixteen (16) years of dedicated service. Mr. Saunders was unable to attend the meeting to receive his plaque.

Board Appointments:

Mayor Johnston reappointed Betty Bay, Karen Branen, Sabrina Balhazor, Jean Oliphant and Judy Green to the Sidewalk Art Festival Commission, seconded by Commissioner Brewer. Motion carried with a favorable 5-0 vote.

Roy Crabtree, 1221 Arlington Place, requested the City Commission waive the policy of requirement for terms served on the Winter Park Housing Authority, and requested the reappointment of James Carter. Mr. Crabtree felt Mr. Carter has done an outstanding job on the Board. Mayor Johnston conferred with the Commission, with general consensus being; a waiver cannot be given due to setting a precedent, and the present policy must be adhered to.

Mayor Johnston reappointed Lemuel Quinton and appointed Betty Field to the Winter Park Housing Authority Commission, seconded by Commissioner Brewer. Motion carried with a favorable 5-0 vote.

Formal Commission Meeting April 10, 1990

Page (5)

In June 1988, the City recognized the major K-Mart redevelopment which would turn the area into a construction site as the parking lot is redone, new buildings are constructed, renovations, etc. with a time frame of approximately 18-24 months. It was expected that this Conditional Use for boat sales would not appear out of place or as a detriment to the image and character of the area until the K-Mart project was completed. However, it is twenty (20) months later and K-Mart is just getting ready to start their construction.

The Planning and Zoning Commission recommended approval of this request 4-1 with the following recommendations: 1) There shall be no display of boats for sale on the U.S. 17-92 front half of the property. 2) This conditional use permit shall be in force for a period not to exceed eighteen (18) months.

Bruce Barber, applicant, requested approval of the request. Ms. Shirley Wills, representing K-Mart, requested denial of the request.

Public Hearing Closed

Motion to deny Conditional Use Request made by Commissioner Gottfried. Motion died for lack of a second.

Motion to approve Conditional Use Request with conditions imposed by the Planning and Zoning Commission, made by Commissioner Murrah, seconded by Commissioner Brewer. Motion to amend the main motion to insert one (1) year extension, instead of the requested eighteen (18) months, made by Commissioner Peters, seconded by Commissioner Brewer. Main motion with amendment carried with a 5-0 vote.

Subdivision Request - Request of Joe Pacy for Subdivision approval to allow land between 1234 and 1270 Lakeview Drive to become buildable, single family residential lots with variances.

Jeffrey Briggs, Planning Director, explained that this item is an "after-the-fact" subdivision request to make Mr. Pacy's property a buildable single family lot. Mr. Briggs indicated the property in question on an overhead transparency.

In relating to the property's history, Mr. Briggs explained that originally Mr. Pacy owned this property and the property adjacent at 1270 Lakeview but split off this subject property. Mr. Pacy said the property was split on

Formal City Commission Meeting

April 10, 1990

Page (6)

advice from Paul Gendron, who is the former building official, doing so with the belief that he was creating two (2) buildable lots. However, without city approval he created a non-conforming lot, since it did not have the frontage or area needed for the R-1AA zoning at that time. The split also created a non-conforming setback between the lot line and the house at 1270 Lakeview.

In 1978, Mr. Pacy applied to the Board of Adjustment for variances to make this a buildable lot. In July 1978 the Board of Adjustment denied Mr. Pacy's application. Shortly thereafter, Attorney Jim Moreland, representing Mr. Pacy, appealed this decision to the Orange County Circuit Court. The City of Winter Park defended the suit and the Circuit Court upheld the Board of Adjustment's denial.

Mr. Briggs explained changes which have taken place, such as; the zoning for this property is now R-1AAA (lakefront) and requires 125 feet at the lake and at the street. The minimum lot size is 25,000 square feet. This means that the variances requested are substantially larger. Also, subdivision variances are now decided by the Planning and Zoning Commission, as well as the City Commission.

Mr. Pacy still owns the land and still desires approval for this property as a buildable lot. Mr. Briggs pointed out that the lot is now worth approximately \$300 - \$400,000 if deemed to be buildable.

Denial of this request does not mean there is no possible use for this property. The land could be sold or used by someone as lakefront access, and could be land for a boathouse.

The Planning and Zoning Commission concurred that the property was non-conforming under current zoning restrictions, and creating a buildable lot was contrary to the intent of the City's Comprehensive Plan policies regarding new lots in established neighborhoods, and recommended denial by a 5-0 vote.

Steve Bechtel, Attorney, representing Mr. Pacy, related the history of the property, and presented a colored rendering of a "proposed" home that could be built on the subject property without variances, as well as presenting the Commission with a "packet" of information on the subject matter.

Formal City Commission Meeting April 10, 1990

Page (7)

Mrs. Antoinette Foley, 1270 Lakeview Drive, Ms. Adair Fluno, 1234 Lakeview Drive, Doug Osborn, 1321 Lakeview Drive, Roy Crabtree, 1221 Arlington Place, Mrs. Grace Schram, 1352 Richmond Road, spoke in opposition to the request.

Public Hearing Closed.

Motion to deny the Subdivision request made by Commissioner Peters, seconded by Commissioner Brewer.

Commissioner Peters stated her reason for denying the request, and concurred what the Planning and Zoning Commission exhibited in their report, and their reasons for denying. The density that would accompany building on the subject lot would be unpleasant and detrimental to the neighborhood and to the City of Winter Park. The feelings of the residents already residing in the neighborhood need to be respected, and the zoning ordinance should be abided by.

Commissioner Murrah stated that ample consideration was given by the Commission to the supporting documents, and the information "packet" distributed by Mr. Bechtel has already been reviewed by the Commission. There is also a copy of the order of the court denying the petition for Certiorari, and in that order, it does say, the variances sought by the petitioner before the Board of Adjustment were properly denied by that Board.

Commissioner Brewer stated he was sorry the applicant did not apply for subdivision approval prior to the sale of the property, which should have been the normal turn of events, and sorry he wasn't advised of that requirement at the time, by his Attorney or any City official. Commissioner Brewer felt if the Subdivision request was permitted, the city would be setting a very dangerous precedent, as there are probably multiple lakefront properties within the city that could potentially have the same possibility of subdividing.

Commissioner Gottfried felt a key point that the applicant made was the hardship in the changing of the process, and felt he was under the impression he could do something, then found out he couldn't. In his experience, Commissioner Gottfried has dealt with developers all over the state, and individuals run the risk of situations changing when they have a piece of property, such as ownership of property in the wetlands. People should take the time to keep up with changing real estate rules and regulations.

The motion carried with a favorable 5-0 vote for denial.

MORELAND & GUNNINGHAM, P. A. ATTORNEYS AT LAW

October 27, 1975

280 CANTON AVENUE WEST
POST OFFICE BOX 651
WINTER PARK, FLORIDA 32789
305/628-0884

James A. Moreland James R. Cunningham

> Mr. Paul Gendron, Building Official, City of Winter Park, City Hall, Winter Park, Florida 32789.

> > Re: Lot 4, Block H, VIRGINIA HEIGHTS, Plat Book G, Page 107, Public Records of Orange County, Florida.

Dear Paul:

This will confirm our recent discussions concerning the possibility of building a residence on part of Lot 4, Block H, VIRGINIA HEIGHTS (Plat Book G, Page 107, Public Records of Orange County, Florida), on Lakeview Drive near where Bob Koch is building a new home.

Parts of Lots 4, 5 and 6 were formerly owned by one individual. An existing structure is on Lot 5 and corners thereof jut into parts of Lot 4 and Lot 6. The home was sold off and a new parcel was created out of part of Lot 4 and Lot 5, after earlier discussions with Dave Harden concerning the zoning matters and non-conforming lot questions. The new lot is at least fifty feet wide in all dimensions. The thought is to build a new home at some point on this lot.

Our discussion indicated that, since the lot is at least fifty feet wide in all dimensions and since it encompasses in its metes and bounds description part of two existing lots which antidated the current zoning ordinance, the lot is buildable although it does not comply with current zoning requirements.

Sincerely,

James A. Moreland.

JAM:rc

bcc: Mr. Joe Pacy.

Moreland & Cunningham, P. A.

ATTORNEYS AT LAW

POST OFFICE BOX 651 November 3, 1975 WINTER PARK, FLORIDA 32789 305/628-0884

280 CANTON AVENUE WEST

JAMES A. MORELAND JAMES R. GUNNINGHAM

> Mr. Joe Pacy, 3066 Plaza Terrace Drive, Orlando, Florida.

Dear Mr. Pacy:

I believe that your question over building on your lot on Lakeview Drive in Winter Park has been resolved. As I indicated to you over the telephone, the lot can be divided up in such a manner so as to avoid the necessity of a variance for either portion.

My discussion with the Building Official and the Planning Director reached the conclusion that, as long as the house currently existing on Lot 5 has 7-1/2' side yard where it juts into Lot 4, the building for Lot 4, or the existing house on Lot 5, need not go through the variance procedure. The new lot, however, must have a minimum of 50 feet in width throughout the entire lot. I have discussed this with Mr. Koch and he indicated that the scale is accurate and that the building, with a 7-1/2' side yard, would, in fact, have in excess of 50 feet remaining on Lot 4. The metes and bounds description then could be prepared showing at least a 50' width for that lot for the entire depth of the lot.

It would appear now that all that need be done is to have plans prepared showing the separation of the lot and have the building plans presented to the Planning & Zoning Commission for approval since this is a lakefront lot. This presentation is normally done on an informal basis and a lawyer is not necessary for that. It appears that the point has been reached in this matter where my services are no longer required, and I have, accordingly, prepared a bill which I enclose. I am glad we have been able to resolve this matter to everyone's satisfaction so quickly.

Sincerely,

James A. Moreland.

JAM:rc

Encl.

9A.M.

MORELAND & CUNNINGHAM, P. A. ATTORNEYS AT LAW

October 27, 1976

280 CANTON AVENUE WEST POST OFFICE BOX 651

WINTER PARK, FLORIDA 32789

305/628-0884

James A. Moreland James R. Gunningham

ace Drive, 2. WITHIN WITHOUT?

Mr. Joe Pacy, 3066 Plaza Terrace Drive, Orlando, Florida 32803.

> Re: Lot 4, Block H, VIRGINIA HEIGHTS, Plat Book G, Page 107, Public Records of Orange County, Florida.

Dear Joe:

I apologize for not getting back to you sooner on this matter.

I had several good conversations with Paul Gendron about this matter. He assured me that, as long as there is a continuous width of fifty feet or more throughout the proposed building lot, a home can be built on the property even though the lot may be described by metes and bounds and cover an area both within and without an already existing lot.

Although the lots in question all are narrower than the current requirement for buildable lots within the applicable residential zone, the lots were platted prior to the date of the current zoning map and, therefore, do not pose a problem for building purposes. I have confirmed this in writing with Mr. Gendron so that we will have something for the file in the future should any question arise at some point down the road.

Sincerely,

James A. Moreland.

JAM:rc

P.S.: We still have the surveyor's drawings; what do you want us to do with them?

WE THE UNDERSIGNED ARE OPPOSED TO SUBDIVISION APPROVAL THAT WOULD ALLOW.

THE PARTIAL LOT 4 BETWEEN THE PROPERTIES AT 1234 AND 1270 LAKEYIEW

DRIVE TO BECOME A BUILDABLE SINGLE FAMILY RESIDENTIAL LOT AND TO ANY

AND ALL VARIANCES THAT WOULD NEED TO BE GRANTED, INCLUDING LATERAL

SETBACKS, FRONTAGE, AND MINIMAL LOT SIZE, AS REQUIRED IN THIS R-1AAA

DISTRICT. GRANTING SUBDIVISIONAL APPROVAL AND THE NECESSARY VARIANCES

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4 Michala Jones	11 same as 11
5 Circl Such 1000	Anchorage Ct. Winter Park FL
6 Veronica Farlux	134 Defmar DR WP32789
7 JULIAN ANGLESON	6630 COMMON WAR Ry WW TW
& Parela Merdoza	1630 Comon Way
9. Joie Cadle	1601 Palm fire Winter Park
10 POB CADLE	1611. Palm Ave Winter Park
11 ALUN WINDFIRM	657 BALMORAL RD WP
12 T. Monun	700 MELAOSI ME. W.D
13. Danay Miles	687 Penn Place, WP
14 Melvin Field	1112 Preserve Point Drive, UP
15 Viola Marrow	5328 Halyard Ct W.P
6 TRVING R. Weiner	1017 Greatres Dr W.A.
M Andrew Benner	1695 Lee Rd unit B208
18 Jon Dyer	1110 42ALEA L. W. # 32789
19 Clara Teixenia	1100 Atalon Ln WP 32789
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3 Juline Seakly	1321 Medinah Ct. W.P. 32752
4 Hack TRussell	200 ST andrews Blod, Winter Park 32792
5 Richard G. Smoth	1936 Whitehall Dr. W.P. 32792
6 Tol Bangrantof	90 Palmer Ave. Winter Park 32789
7 Szerve Graffham	1808 Magnolia Ave WP 32789
8 Nina Fine	1732 Mizell Ave UP 32789 3
9 TONY CAIO	1732 MIZELL AVE INT 327997
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4. Dan Hansen	1701 Lee Rd. Winter Part, FL 32789
5. Phyllis Hubbell	1620 Maylower Ct., WP 32 32792
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	RICK SWISHER	1009 ALICHORAGE CT.
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	Julie Dinklage	436 Seegmon Are.
	Chris Sangster	1660 Chestnot ALE
	DOUGLAS SANGSTER	1660 CHESTAUT AVE
7	CAROL ZURCHER	1016 ANCHORAGE GURT
	THOMAS A. THOMAS	1140 KETES AVE
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	Taylor Thomas	512 Clarendon Ave
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3. Peter Allport	89127 Lake Sur Ave.
4. Elizabeth a. Reley	100 S. Interlachen ave
5. Charle Y. Rily	100 S MIERLACHEN AVE.
bio Joan Jong	1331 Carlage XX
7. Jain N. Curdone	876 and England Que
8. Cliur Warner	871 Virginia Drive
9. Dawn Bell	101 S. New York Ave



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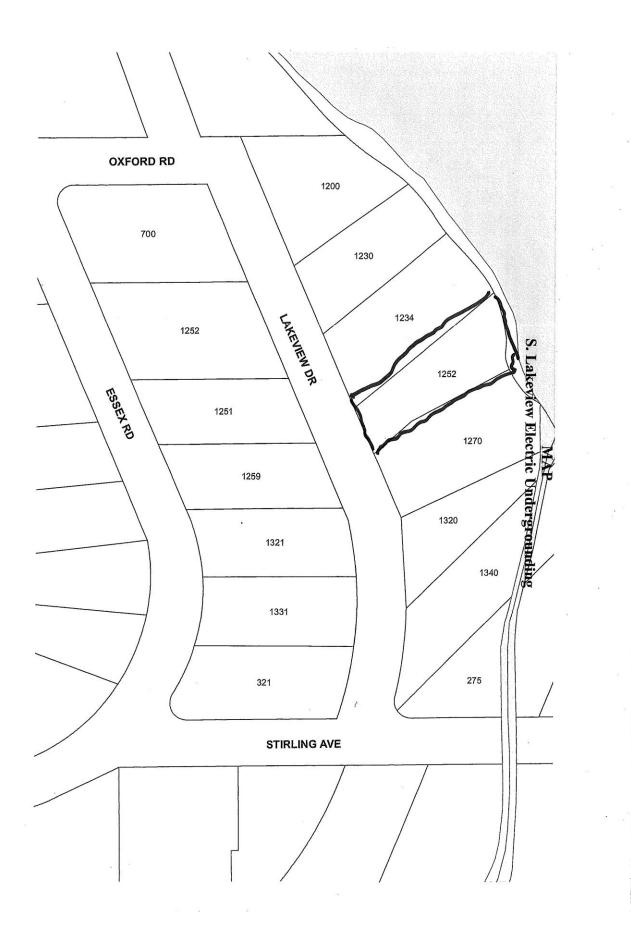
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item type	Public Hearing	meeting date September 22, 2014
prepared by department division	Jeff Briggs Planning Department	approved by ■ City Manager ■ City Attorney □ N A
board approval	Planning and Zoning Board	■yes □ no □ N A 5-0 final vote

Subject: Conditional Use request for a four unit townhouse project at 1003 & 1009 S. Pennsylvania Avenue.

Mr. Drew Hill is the recent purchaser of the vacant property at 1003 & 1009 S. Pennsylvania Avenue, which is the southwest corner of Pennsylvania and Minnesota Avenues. This request is for Conditional Use approval to develop a four unit townhouse project on this property, which is zoned R-3. This is a Conditional Use because the building size exceeds 10,000 square feet.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the conditional use request to develop a four-unit, two-story townhouse project on property located at 1003 and 1009 S. Pennsylvania Avenue. Motion carried unanimously with a 5-0 vote. Mr. Slocum abstained.

Summary:

Site and Zoning Parameters: This is an 18,415 square foot property (0.423 acres) which based on 17/units per acre maximum density would potentially allow seven (7) units versus the four (4) units requested. These will be sold fee simple with a Homeowners Association for maintenance of the common elements.

Proposed Project: The project consists of four townhouses that will each be two stories in height. The total project size is 16,122 sq. ft. which is a FAR of 87.5% which is within the maximum R-3 FAR of 110%. The maximum lot coverage is 40% and the project is at 40.85% which thus requires a variance for the 0.85% of excess lot coverage which is an insignificant 156 sq. ft. above Code. The maximum impervious coverage is 70% and this project is just under at 69.79%. Building height is shown at 35 feet per Code. A portion of the roof is a flat roof element which then allows roof mounted AC units so those are not visible on the ground. There are no existing trees on this property.

A common rear entry driveway off Minnesota Avenue works to hide the cars from view and present an attractive building image on the two streets. Two car garages serve each unit and to meet the 2.5 spaces per unit parking requirement, there are two outside parking spots. The four foot tall privacy courtyard wall on the Minnesota Avenue frontage will need to be extended

to screen that parking space, per Code. There also will need to be a vinyl privacy fence or wall constructed to screen the driveway and parking from the two adjacent neighbors.

Comprehensive Plan policy criteria: There is a specific Comprehensive Plan policy for this neighborhood study area as shown below:

Policy 1-4.1.F.15: Restriction on Building Stories to Preserve Neighborhood Character. The area bound by Minnesota, Pennsylvania, Melrose and Azalea Lane, zoned R-3 is deemed incompatible for three story buildings given the existing predominant character of one and two story buildings. While the density and intensity permitted by the medium density residential future land use designation and R-3 zoning of this area is compatible, future development shall be limited and restricted within this area to no more than two stories.

While other recent projects, such as the 400 West project on West Swoope Avenue have built a third floor within the roof slope, this project conforms to the two story Comprehensive Plan policy parameters. However, that is why there is the minor variance for the extra 156 sq. ft. of building lot coverage.

P&Z Minutes: September 2, 2014:

REQUEST OF MR. DREW HILL FOR: CONDITIONAL USE APPROVAL TO DEVELOP A FOUR UNIT, TWO STORY TOWNHOUSE PROJECT ON THE PROPERTY AT 1003 AND 1009 S. PENNSYLVANIA AVENUE, ZONED R-3.

Mr. Slocum explained that his firm has done work for the applicant and that he will not be participating in the discussion or voting on this item.

Planning Manager Jeffrey Briggs presented the staff report and explained that the applicant, Mr. Drew Hill, is the recent purchaser of the vacant property at 1003 & 1009 S. Pennsylvania Avenue, which is the southwest corner of Pennsylvania and Minnesota Avenues. This request is for Conditional Use approval to develop a four unit townhouse project on this property zoned R-3. This is a Conditional use because the building size exceeds 10,000 square feet. Mr. Briggs reviewed the site and zoning parameters, the proposed project in detail, storm water retention, the comprehensive plan policies regarding the neighborhood. He noted that while other recent projects, such as the 400 West project on West Swoope Avenue have built a third floor within the roof slope, this project conforms to the two story Comprehensive Plan policy parameters. However, that is why there is the minor variance for the extra 156 sq. ft. of building lot coverage. Mr. Briggs summarized by stating that the request appears to meet all the Comprehensive Plan and Zoning Code requirements except for the minor variance for lot coverage. It is an attractive architectural appearance with garages/cars screened from view. Staff recommended approval of the request. Mr. Briggs responded to Board member questions and concerns.

Turner Beggs, 401 East Robinson Street, represented Slocum Platts Architects. He stated they were in agreement with the staff report. He responded to Board member questions and concerns.

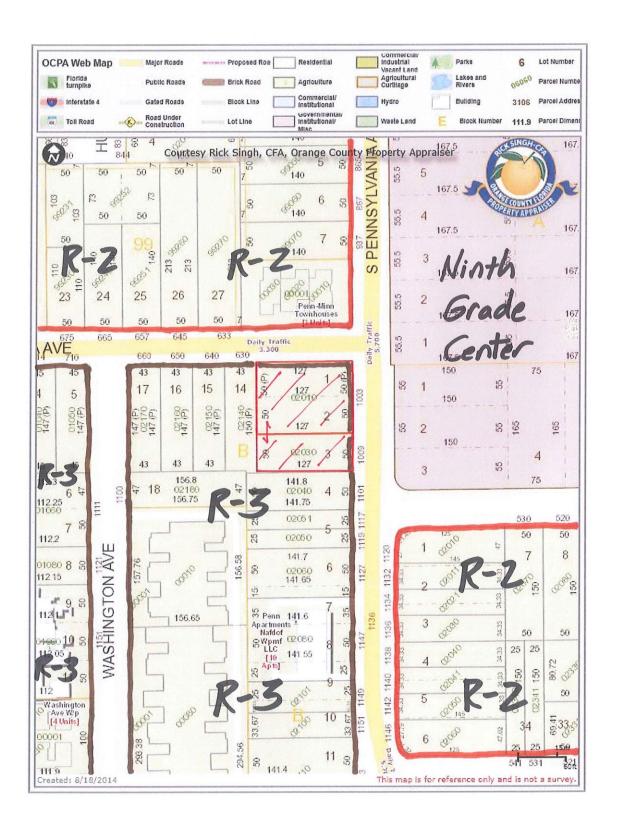
Linda Walker-Chappelle, spoke in support of the project as it required no variances and staying in scale with the zoning requirements.

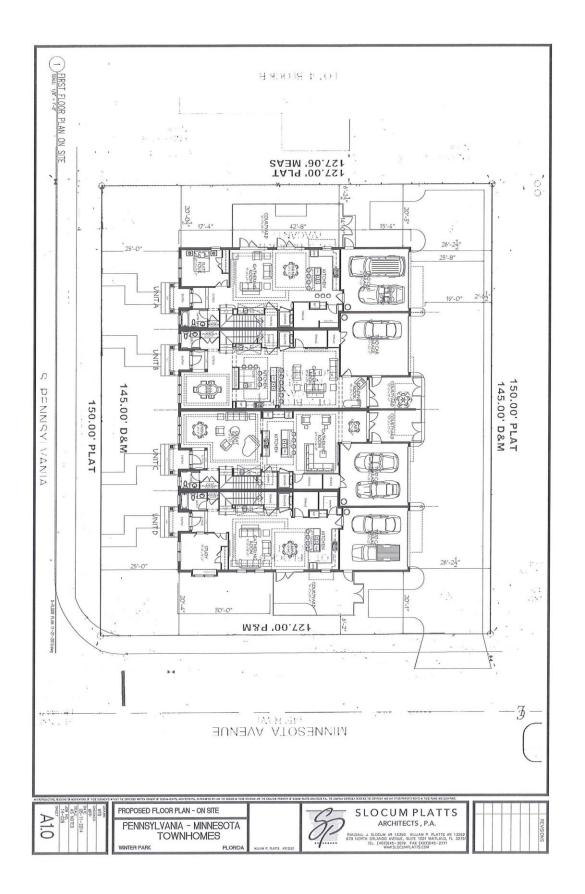
Gary Gorman, 630 Minnesota Avenue, explained that he is the neighboring property owner. He expressed concern with parking for the proposed project. He noted that the area was designated as a Gateway Bicycle Trail for the City of Winter Park.

Mr. Briggs noted that setbacks requirements were met for this project and also that privacy screening of either a finished block wall or vinyl fence is required along the driveway.

No one else wished to speak concerning the request. Public Hearing closed.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the conditional use request to develop a four-unit, two-story townhouse project on property located at 1003 and 1009 S. Pennsylvania Avenue. Motion carried unanimously with a 5-0 vote. Mr. Slocum abstained.









Minnesota Avenue Perspective



Pennsylvania Avenue Perspective

item type	Public Hearing	meeting date September 22, 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 4-0 final vote

Subject: Request to Amend the Conditional Use for the Lakeside project to allow the 21 required off-site parking spaces to be on the Mt. Vernon property.

At the March 24, 2014 City Commission meeting, the request for the Blue Cross/Blue Shield medical building at the Lakeside (Trader Joe's) project was approved with off-site parking at 271 S. Orlando Avenue. As you are aware, UniCorp did not complete the purchase of the Sweet Lodge property at 271 S. Orlando Avenue. Thus, they need approval for a new off-site location for the 21 parking spaces required for the Blue Cross/Blue Shield business.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the request to amend the conditional use site plan approval and development agreement for the Lakeside Winter Park project to substitute the off-site employee parking needed for the Blue Cross/Blue Shield medical office from the previously approved at 271 S. Orlando Avenue to a new location on the property located at 110 N. Orlando Avenue. Motion carried unanimously with a 4-0 vote. (J. Johnston and R. Slocum abstained.)

Summary:

Their attached letter outlines their proposal which is to provide those spaces within the redevelopment proposed for the Mt. Vernon Inn. Those spaces will be employee parking spaces which the City staff believes will work since employees of Trader Joe's are parking at the Civic Center at the WP Village and at the K-Mart Shopping Center and walking down.

The issue is that UniCorp does not own the Mt. Vernon property at this time but it is under contract with planned closing in November. Both UniCorp and Blue Cross/Blue Shield know that they will not be able to occupy the medical building without this off-site parking. They also know that they will not be able to open for business until such time as the off-site parking is available to be used for their needs. There is still a distance variance but staff believes this location is close enough to be usable by employees.

Development Agreement:

The Development Agreement executed for this project will need to be amended (pending approval by the City Attorney) to incorporate the approvals granted and the variance as well as any new conditions of approval such as a binding lot agreement so this off-site property may not be subsequently conveyed without the approval of the City. That work will result from the decision on this request.

P&Z Minutes: September 2, 2014:

REQUEST OF LAKESIDE WINTER PARK LLC TO: AMEND THE CONDITIONAL USE SITE PLAN APPROVAL AND DEVELOPMENT AGREEMENT FOR THE LAKESIDE WINTER PARK PROJECT AT 111 N. ORLANDO AVENUE TO SUBSTITUTE THE OFF-SITE EMPLOYEE PARKING FROM THE LOCATION PREVIOUSLY APPROVED AT 271 S. ORLANDO TO A NEW LOCATION ON THE PROPERTY AT 110 N.ORLANDO AVENUE.

Both Chairman Johnston and Mr. Slocum announced that their firms have done work for the applicant and will not participate in the discussion or vote on this item.

Planning Manager Jeffrey Briggs presented the staff report and explained that at the March 24, 2014, City Commission meeting, the request for the Blue Cross/Blue Shield medical building at the Lakeside (Trader Joe's) project with off-site parking at 271 S. Orlando Avenue was approved with the condition that the City Commission approve the off-site parking lot plan which was done on April 14, 2014. He explained that UniCorp did not complete the purchase of the Sweet Lodge property at 271 S. Orlando Avenue; therefore, approval is needed for a new off-site location for the 21 parking spaces required for the Blue Cross/Blue Shield business. He referenced a letter submitted by the applicant that outlines their proposal which is to provide those spaces within the redevelopment proposed for the Mt. Vernon Inn. Those spaces will be employee parking spaces which the City believes will work as in reality, employees of Trader Joe's are parking at the Civic Center and also parking at the WP Village and at the K-Mart Shopping Center and walking to work. He explained that the issue is that UniCorp does not own the Mt. Vernon property at this time, but it is under contract with planned closing in November. Both UniCorp and Blue Cross/Blue Shield know that they will not be able to occupy the medical building without this off-site parking. They also know that they will not be able to open for business until such time as the off-site parking is available to be used for their needs. There is still a distance variance but staff believes this location is close enough to be usable by employees. The Development Agreement executed for this project will need to be amended (pending approval by the City Attorney) to incorporate the approvals granted and the variance as well as any new conditions of approval such as a binding lot agreement so this off-site property may not be subsequently conveyed without the approval of the City. That work will result from the decision on this request. Staff recommended approval. Mr. Briggs responded to Board member questions and concerns.

Chuck Whittall, Unicorp National Developments, was present to address concerns of the Board. He said that he feels that their request is within code and closer that what was previously proposed. He said that he also has in place a signed agreement with Hillstone Restaurant to use their overflow parking lot if necessary. He said that whenever Blue Cross/Blue Shield opens, Unicorp will be the official owner of the Mt. Vernon Inn property. He responded to Board member questions and concerns.

Betty Gorenflo, 571 Lakefront Boulevard, spoke concerning parking for Trader Joe's. She said that she feels that having to cross 17-92 to get to parking is a liability. She expressed concern that Trader Joe's shopping carts are littering up the area across the street behind the Mt. Vernon.

Kenneth Murrah, 1601 Legion Drive, spoke in opposition to the current proposal. He said that he feels that Unicorp should be made to honor the commitment to provide the 21 parking spaces now versus later.

Mr. Whittall readdressed the Board. He explained that everything is contingent upon closing on the subject property. Further, in the redevelopment plan there are traffic calming measures that are being proposed to make the intersection more pedestrian friendly. He said that Unicorp will honor everything they agreed to but it will be in a more convenient location.

No one else wished to speak concerning the request. Public Hearing closed.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the request to amend the conditional use site plan approval and development agreement for the Lakeside Winter Park project at 111 North Orlando Avenue to substitute the off-site employee parking needed for the Blue Cross/Blue Shield medical office from the previously approved at 271 S. Orlando Avenue to a new location on the property located at 110 N. Orlando Avenue. Motion carried unanimously with a 4-0 vote. (J. Johnston and R. Slocum abstained.)



July 24, 2014

Mr. Jeff Briggs Planning Manager City of Winter Park 401 South Park Avenue Winter Park, FL 32789

Re: Lakeside - Substitute Off-Site Parking

Dear Mr. Briggs,

We are submitting for consideration by the City of Winter Park a request to approve a substitute off-site parking location in lieu of the currently location as approved by the Winter Park City Commission.

Lakeside Winter Park, LLC is proposing that the off-site parking required by the Development Agreement and the Restrictive Covenant Agreement be provided at the Mt. Vernon Inn, on which Unicorp, a related entity of the Lakeside Winter Park, LLC, is schedule to close on the acquisition on November 1, 2014. The distance from the Lakeside property to the Mt. Vernon Inn property is substantially closer (approx. 90 feet) than the currently approved site (approx. 487 feet) (see attached aerial photo). At the time of our acquisition of the Mt. Vernon Inn, we will allocate the required 21 spaces required to satisfy the on-site parking variance (see attached calculation).

Please note that the purchase agreement for the Mt. Vernon Inn is not subject to having any PD approvals for the Mt. Vernon Inn property. And, in the event Unicorp in unsuccessful in obtain the PD approvals it is seeking, the Mt. Vernon Inn property will be developed as strip retail as allowed under the current zoning, which development will include the 21 spaces.

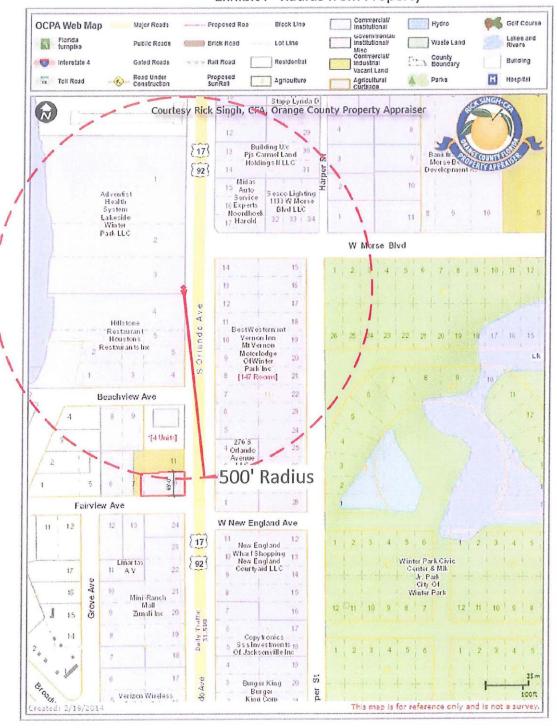
As always, we appreciate the support and service all branches of Winter Park government have given to our development of Lakeside.

Sincerely,

Chuck Whittall

Manager, Lakeside Winter Park, LLC

Lakeside Winter Park, LLC Off Site Parking Exhibit I - Radius from Property



LAKESIDE WINTER PARK, LLC REPLACEMENT OFF-PARKING



PARKING (REQUIRED)

Retail - 1 Parking Space per 250 SF

Restaurant - 1 Parking Space per 3 Seats

Office - 1 Parking Space per 200 SF

Total Retail On Site = 28,630 SF

28,630 SF x 1 space/250 SF = 115 Parking Spaces

Total Restaurant On Site = 3,500 SF (Total) 110 Seats

110 Seats * 1 Space/3 Seats = 37 Parking Spaces

Total Office On Site = 7,000 SF

7,000 SF x 1 space/200 SF = 35 Parking Spaces

Total Spaces Required: 187

Accessable Spaces Required: 6

Standard Stall Size = 9' x 16'

HC Stall Size = 12' x 16'

PARKING (PROPOSED)

Standard Parking Spaces = 160

HC Spaces = 6

Total Parking Spaces = 166

Variance Required = 21 Spaces

item type	Public Hearing	meeting date	September 22, 2014
prepared by department division	Don Marcotte Public Works	approved by	City ManagerCity AttorneyN A
board approval		yesnol	N A final vote
strategic objective	Exceptional Quality of Life Intelligent Growth & Developm Investment in Public Assets &	nent 🔲 Pı	scal Stewardship ublic Health & Safety

subject

Kelly Price requested the City to vacate a utility easement at 716 Kiwi Circle, (Site and Parcel Map attached).

motion | recommendation

Approve the vacate request.

background

Letters of no objection received from utilities serving the neighborhood. (See Attached) No objection from City Engineer.

alternatives | other considerations

N/A

fiscal impact

N/A

After Recording Return To: City of Winter Park, City Clerk's Office 401 Park Avenue South Winter Park, Florida 32789

ORDINANCE NO.	-	14

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 716 KIWI CIRCLE, WINTER PARK, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park by custom will abandon an easement no longer needed for municipal purposes; and

WHEREAS, the City has determined that the easement is no longer needed by the City of Winter Park.

NOW, THEREFORE, BE IT ENACTED by the People of the City of Winter Park, Florida as follows:

Section 1. The City Commission of the City of Winter Park, Florida, hereby vacates and abandons that certain 14 foot wide utility easement granted in Seminole Place, Lots 5 & 6, Plat Book 3, Page 121, Orange County Florida, being described as follows:

The Southerly 7.00 feet of Lot 6, and the Northerly 7.00 feet of Lot 5, Situate West of Lake Osceola, and lying East of, and contiguous to the Easterly line of a 5.00 foot wide utility easement, lying East of, and contiguous to, Kiwi Circle of Seminole Place, according to the plat thereof, as recorded in Plat Book 3, Page 121, of the Public Records of Orange County, Florida.

Section 2. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 3. The parties intend that any error in legal description or in depiction of the portion of the easement vacated and abandoned may be corrected by subsequent curative document if the parties agree that there was an error in the survey or description.

Section 4. This ordinance shall take effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of	the City Commission of the City of Winter
Park, Florida, held at City Hall, Winter Park, F	-iorida, on theday of <u>2014</u> .
	Mayor Kenneth W. Bradley
ATTEST:	
City Clerk Cynthia S. Bonham, MMC	
Ordinance NoPag	14
Pag	ge 2



243 West Park Avenue Winter Park, Florida 32789 407.645.4321 Fax 407.647.5000

September 2, 2014

Ms. Debbie Wilkerson City of Winter Park 500 N. Virginia Winter Park, FL 32789

Re: 716 Kiwi Circle, Winter Park

Dear Debbie:

Thank you for taking my call. We are requesting to vacate the utility easements on the property at 716 Kiwi Circle in Winter Park. The supporting letters were sent under separate cover.

Please find included the title work and Seminole Place plat.

Thank you so much for your help. If we can please get on the Monday agenda I would be very grateful.

Kindest Regards,

Kelly L. Price, GRI, CDPE

Broker/President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

Schedule A

Fund File Number: 07-2014-002805

Effective Date:

Agent's File Reference:

Premium:

July 21, 2014 @ 11:00 PM

2014-119

1. Policy or Policies to be issued:

Proposed Amount of Insurance:

OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications)

\$2,700,000.00

Proposed Insured:

Robert J. LeFort, Jr.

MORTGAGEE:

MORTGAGEE:

- 2. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.
- 3. Title to the FEE SIMPLE estate or interest in the Land is at the Effective Date vested in:

PDB Sherman Properties, Ltd., a Florida limited partnership

4. The Land referred to in this Commitment is described as follows:

Lots 5 and 6, LESS the North 75.30 feet of Lot 6, SEIMINOLE PLACE, according to the map or plat thereof as recorded in Plat Book 3, Page 121, Public Records of Orange County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
400 Second Avenue South, Minneapolis, MN 55401, (612)
371-1111

Issuing Agent: W. E. Winderweedle, Jr. 219 W. Comstock Avenue Winter Park, Florida 32789 Agent No.: 20700

Agent's Signature

W. E. Winderweedle, Jr.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

Schedule B-I

Fund File Number: 07-2014-002805

Agent's File Reference: 2014-119

- I. The following are the requirements to be complied with:
 - 1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 - 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - A. Warranty Deed from PDB Sherman Properties, Ltd., a Florida limited partnership, executed by a general partner(s) with authority, to the proposed insured purchaser(s).
 - Satisfactory evidence must be furnished establishing that PDB Sherman Properties, Ltd., a Florida limited partnership, is a limited partnership or LLLP in good standing under the laws of Florida from date of purchase through the present [or date of the recording of the deed of sale (if back in the chain)].
 - If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
 - 5. An affidavit from one or more general partners should be recorded stating: (1) that the general partner executing the deed or mortgage is authorized under the partnership agreement or has obtained the consent of all the general partners to convey or mortgage the limited partnership's real property; (2) that the limited partnership has not been dissolved; and (3) that the limited partnership agreement has not been revoked or amended to prohibit the subject transaction.
 - A determination should be made that a limitation on the authority of the general partner executing the conveyance has not been recorded.
 - Satisfactory evidence, in the form of an affidavit, must be furnished to establish that the general partner who executed
 the conveyance on behalf of PDB Sherman Properties, Ltd., a Florida limited partnership, is not a debtor in a
 bankruptcy proceeding.
 - 8. Satisfactory evidence must be furnished establishing that the sale of the subject property does not constitute a sale, lease, exchange or other disposition of all or substantially all of the assets of PDB Sherman Properties, Ltd., a Florida limited partnership, other than in the usual and regular course of the limited partnership's or LLLP's activities. If it does, then the transaction must be approved by all of the general partners and at least a majority of limited partners as provided in Sec. 620.1406(1)(i), F.S., and Sec. 620.1406(5), F.S.
 - 9. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

Schedule B-II

Fund File Number: 07-2014-002805

Agent's File Reference: 2014-119

- II. Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
 - 2. a. General or special taxes and assessments required to be paid in the year(s) 2014 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in by the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements, or claims of easements, not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
 - 3. Any Owner Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
 - 4. Rights of the lessees under unrecorded leases.
 - All matters contained on the Plat of Seminole Place, as recorded in Plat Book 3, Page 121, Public Records of Orange County, Florida.
 - Notice of Restrictions on Real Estate recorded in O.R. Book 2118, Page 915, Public Records of Orange County, Florida.
 - 7. Riparian and littoral rights are not insured.
 - 8. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area.
 - This policy does not insure any portion of the insured parcel lying waterward of the ordinary high water mark of Lake Osceola.
 - 10. This policy excludes from coverage the inalienable right of the public to use the navigable waters covering the lands.
 - 11. This policy excludes from coverage the rights of the State of Florida and the United States to regulate the use of the navigable waters.



243 West Park Avenue ■ Winter Park, Florida 32789 407.645.4321 ■ Fax 407.647.5000

August 27, 2014

Mr. Terry Hotard Electric Director City of Winter Park 401 Park Avenue South Winter Park, FL 32789

Re: 716 Kiwi Circle, Winter Park

Dear Terry:

Thank you for taking my call last night. We are requesting to vacate the utility easements on the property at 716 Kiwi Circle in Winter Park.

Please find included the survey, title work, and Seminole Place plat.

Thank you so much for your help.

Kindest Regards,

Kelly L. Price, GRI, CDPE Broker/President

Date: 9/2/201	
f 7	
	White and the second
Dear Keller F	Rice:
7	
as shown on the c	f requesting the City of Winter Park vacate an (casement/right of way) opy of the enclosed tax map. The site is located at (address) in Winter Park. In order to
have this action hear the neighborhood.	d, I must provide letters of no objection from utility companies serving
	records, complete the form, below, and return this letter to me at
contact	•
Sincerely	
Name:	
Address:	:
The su	bject parcel is not within our service area.
	bject parcel is within our service area. We do not have any facilities the easement/right of way. We have no objection to the vacation.
The su	bject parcel is within our service area. We object to the vacation.
Additional comment	s:
Signature:	An With
Print Name:	10 Terry Hotard
Title:	Assist Dipertue- Floriteic
Date:	9/2/2014
	Company of the Control of the Contro
	C/forms/vacate request instr/June2005

Date: September 2, 2014 Suellen Sanders 401 Park Avenue South Winter Park, FL 32789 Dear Suellen Sanders: I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 716 Kiwi Circle in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood. Please review your records, complete the form, below, and return this letter to me at 243 West Park Avenue Winter Park, FL 32789. If you have any questions, please contact 407-645-4321. Sincerely Name: Kelly Price Address: 243 West Park Avenue City, State, Zip Code: The subject parcel is not within our service area. ____x ___ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation. The subject parcel is within our service area. We object to the vacation. Additional comments: Signature: Print Name: ___Suellen Sanders __

___Water and Wastewater Analyst

_September 2,2014 _

Title:

Date:

N:depts.\pworks\COMMON\formsVacateRequestinstUPDATE10262010

Construction Department 3767 All American Boulevard Orlando, FL 32810



August 27, 2014

Ms. Kelly L. Price Kelly Price & Company 243 West Park Avenue Winter Park, Florida 32789

RE: Vacation of Easement – 716 Kiwi Circle, Winter Park Section 6, Township 22, Range 30

Dear Ms. Price:

Bright House Networks has reviewed your request regarding the vacation of certain easements. Please be advised that we have no objection to the vacation of the (2) 7' wide utility easements lying within the property known as 716 Kiwi Circle, Winter Park, as illustrated in your correspondence dated August 27, 2014.

If you should have any additional questions regarding this matter, please do not hesitate to contact me at (407) 532-8508.

P.J. King Sr. Const. Mgr. Bright House Networks

cc: Marvin L. Usry, Jr., Bright House Networks

Kelly Price

From:

Rostel, Benita <Benita.Rostel@duke-energy.com> Thursday, August 28, 2014 11:15 AM Kelly Price

To: Subject:

Vacate Request-716 Kiwi Circle, Winter Park

Good Morning Kelly: After researching this vacate request I have found that this area is not in Duke Energy's service territory.

Sincerely,

Benita Rostel-NP4A Associate Land Representative Duke Energy Distribution Right-of-Way-Florida 3300 Exchange Place Lake Mary, FL 32746 407-942-9657



August 27, 2014

Kelly Price & Company 243 West Park Avenue Suite 100 Winter Park, Florida 32789

RE: 716 Kiwi Circle, Winter Park

RE: PETION TO VACATE UTILITY EASEMENTS LOTS 5 AND 6, LESS THE NORTH 75.30 FEET OF LOT 6, PLAT BOOK 3, PAGE 121, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

To Whom It May Concern:

Centurylink has no objection to the abandonment of the two 7 foot utility easements further described and illustrated in your correspondence dated August 27, 2014. The parcel is within our jurisdiction. If you need any further assistance, please call Candace Crim, engineer, at 407-830-3650.

Candace C. Crim Centurylink OSP Engineer II

Induce C. Cr

407-830-3650



August 29, 2014

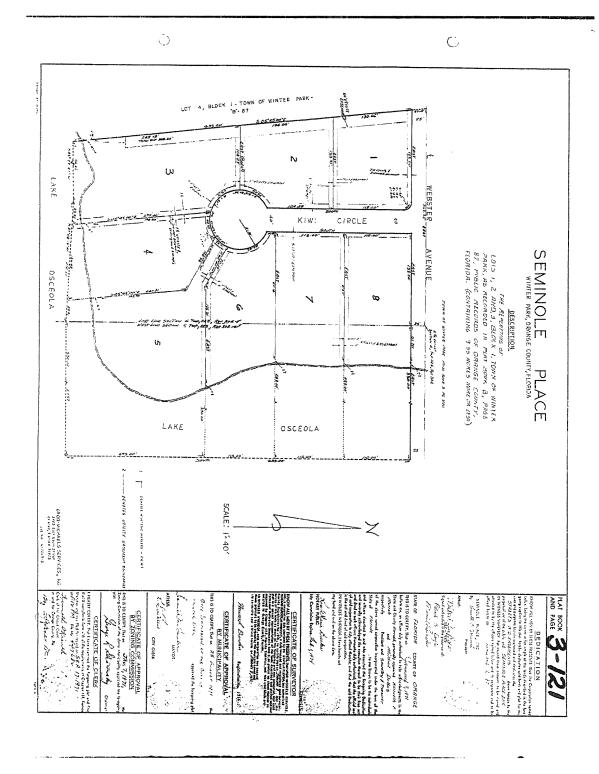
Kelly Price & Company

Re: Easement Vacate 716 Kiwi Circle, Winter Park, Florida

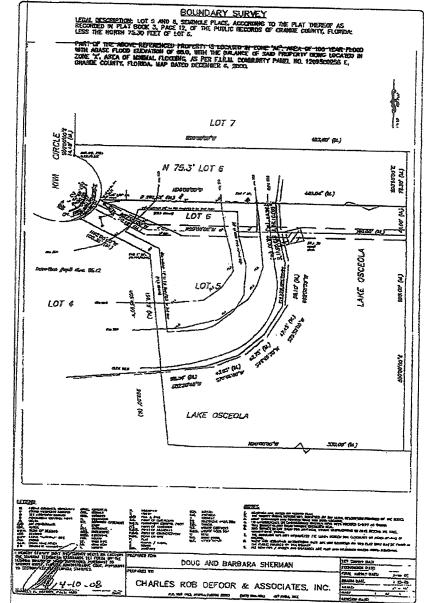
To whom it may concern,
This letter is to inform you that TECO Peoples Gas approves the request for Vacate of
Easement for the above address per the survey provided.

Sincerely,

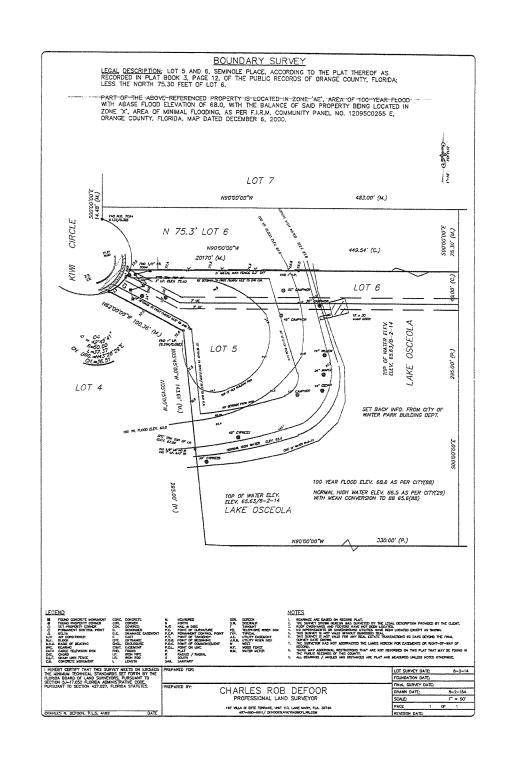
Deborah Frazier TECO Peoples Gas 600 W Robinson St Orlando, Fl 32801 (407-420-6609) difrazier@tecoenergy.com











item type	Public Hearing	meeting date	September 22, 2014
prepared by department division	Dori Stone	approved by	City ManagerCity AttorneyN A
board approval	CRA Advisory Board Parks Board	yesnoN	N A final vote
strategic objective	■ Exceptional Quality of Life ■ Intelligent Growth & Developn ■ Investment in Public Assets &	nent Pu	scal Stewardship Iblic Health & Safety

subject

Purchase of Bowling Alley property located at 1111 W. Fairbanks Avenue through an assignment of the sales contract with Rollins College

motion | recommendation

Recommend approval of the attached Resolution authorizing the purchase of the property located at 1111 W. Fairbanks Avenue through the assignment of the sales contract between Rollins College and UP Development Company for \$3.25 million and authorize city attorney to close and transfer property to the city.

background

The City Commission and the CRA Agency have the opportunity to purchase the property located at 1111 W. Fairbanks Avenue, site of the Fairbanks Avenue Bowling Alley. The property is currently closed and has shown signs of blight since the closing. The property was purchased by Rollins College in 2013 for the purpose of building athletic fields for the College. With this acquisition, the city would expand the park to possibly include a small multipurpose field for youth sports, add additional parking for the park and the businesses along West Fairbanks and make some immediate improvements to westbound traffic along Fairbanks Avenue with the extension of a third lane.

The total cost of the property is \$3.25 million. A developer has offered to assign the purchase from Rollins College to the city. The payment of the property would include several different funding sources:

CRA contribution: \$1,650,000 Parks Acquisition Funds: \$ 975,000 Sale of 300 Pennsylvania Ave \$ 625,000

Total \$3,250,000

The CRA contribution would come from the money that was held back in case it was needed to pay debt service when the economy began to drop which is about \$1.4 million with the balance of \$250,000 coming from this year's TIF allocation and project accounts.

The opportunity to acquire land along Fairbanks is important for several reasons. The ability to extend a third lane along Fairbanks Avenue will provide traffic relief along a road that is constrained. This also gives the city the advantage as redevelopment along this corridor occurs to ask for easements to ultimately provide a dedicated left turn lane onto Denning Avenue. Showcasing Martin Luther King Jr. Park as a vista along Fairbanks Avenue provides a true sense of the city's commitment to quality of life and would create an identity for a gateway into downtown. As businesses redevelop, the ability to have public parking available is always beneficial and part of the CRA Plan.

The Parks Board and the CRA Advisory Board are having a joint meeting on Thursday, September 18, 2014 at noon to discuss this request. Their recommendations will be included in the Commission presentation.

Staff recommends approval of the acquisition of the property using the blended funding sources for the purchase.

alternatives | other considerations

The City Commission may choose to not purchase the site. The intent of the current contract holder is to build a commercial use there within the next 12 months.

The Commission could also choose to acquire just enough of the frontage to add the additional lane if the seller is willing to accommodate the city's request.

fiscal impact

Property Base Value (when CRA was created)	\$1,410,279
2014 Taxable Value	\$1,453,087
2014 Taxes to General Fund	\$5,946
2014 Increment Revenue	\$365.02
% of overall TIF revenue	.013%

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE EXECUTION OF AN ASSIGNMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY OWNED BY ROLLINS COLLEGE LOCATED AT 1111 W. FAIRBANKS AVENUE; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Rollins College, Seller, ("Rollins") and UP Development Company, LLC, Buyer, ("UP") entered into a Purchase and Sale Agreement dated May 30, 2014, for the property located at 1111 W. Fairbanks Avenue, Winter Park, Florida, and more fully described in <u>Exhibit</u> A (the "Property"); and

WHEREAS, Rollins and UP have consented to UP's Assignment of their interest in the Purchase and Sale Agreement to the City of Winter Park under the terms of an Assignment and Assumption Agreement and Amendment to the Underlying Contract, attached hereto as <u>Exhibit</u> B; and

WHEREAS, the City has agreed to assume the Purchase and Sale Agreement as is with only a few minor amendments in order to secure the purchase of the Property; and

WHEREAS, the City Commission hereby finds that the purchase of the Property is in the public welfare and interest and is undertaken in accordance with the City's home rule authority, with City Code Section 2-188 that ordains all purchases shall be by a contract, and pertinent state law.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

- <u>Section 1.</u> Recitals. The foregoing recitals are hereby incorporation herein by reference and are made a part of this Resolution.
- <u>Section 2.</u> This Resolution shall constitute the authorization for the Mayor to sign the Assignment and Assumption Agreement and Amendment to Underlying Contract, attached as <u>Exhibit B</u>, to allow the City to purchase the Property.
- <u>Section 3</u>. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held at City Hall, Winter Park, Florida, on the 22nd day of September, 2014.

Mayor Kenneth W. Bradley

Attest:

Cynthia S. Bonham, City Clerk, MMC

Resolution No. _____ Page 2

EXHIBIT A

LEGAL DESCRIPTION

Lots 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18, Block 1, LAKE ISLAND ESTATES, according to the map or plat thereof as recorded in Plat Book M, Page 95. Public Records of Orange County, Florida.

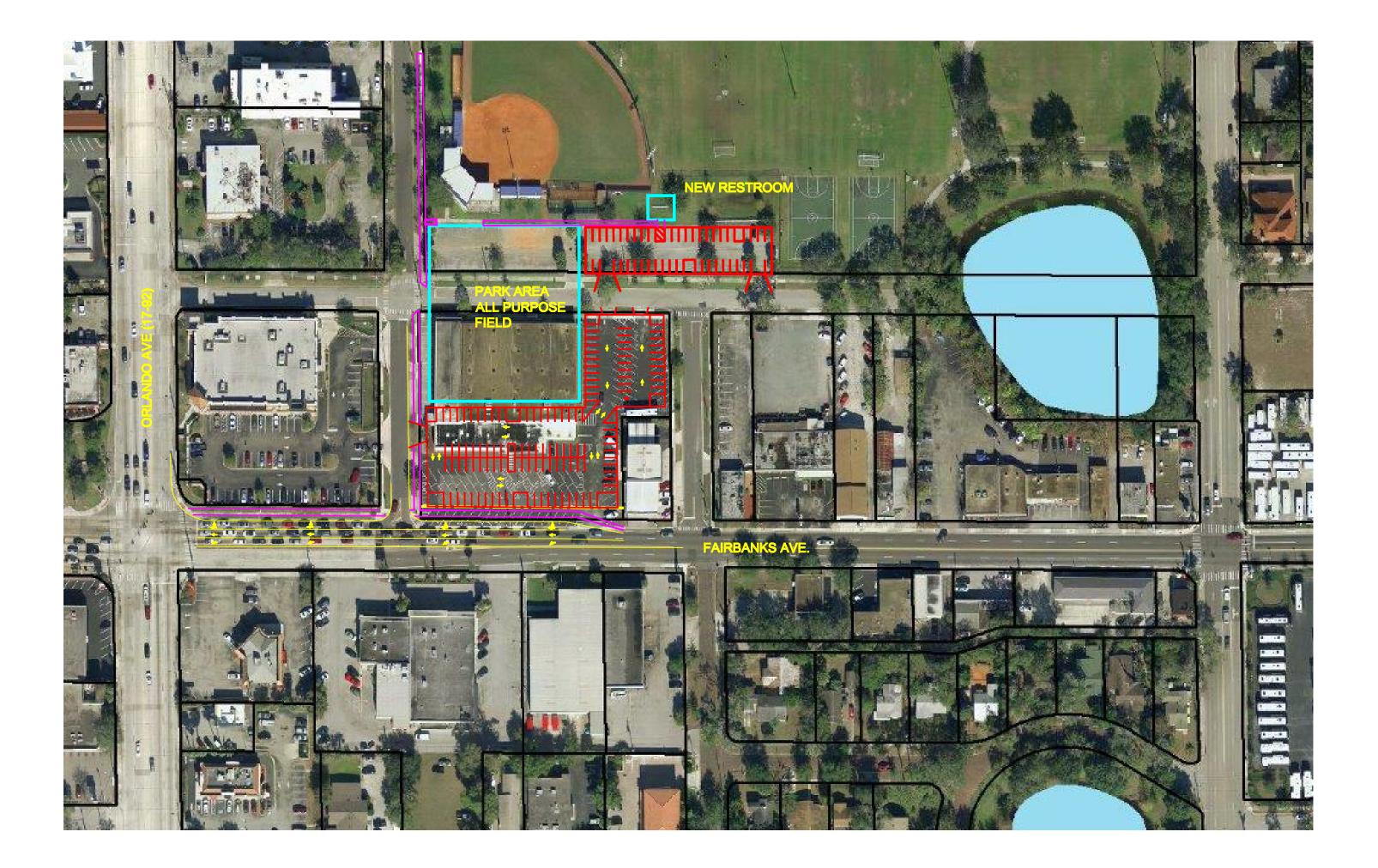
TOGETHER with that portion of the vacated alley running East and West through Block 1, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 7, Block 1, LAKE ISLAND ESTATES, according to the Plat thereof recorded in Plat Book M, Page 95, Public Records of Orange County, Florida, thence North along the West line of said Lot 7 extended a distance of 10 feet, more or less, to the Southwest corner of Lot 18, Block 1; thence East along the South line of Lots 18, 17, 16, 15, 14 and 13 to the Southeast corner of Lot 13, Block 1; thence South along the East line of Lot 13 extended South a distance of five feet, more or less, to the center line of said alley; thence Westerly along a line equal distant from the South line of Lot 13 and the North line of Lot 12, a distance of 59.7 feet, more or less, to a point of intersection with the East line of Lot 11 extended North; thence South along the extension of the East line of Lot 11 extended North a distance of five feet, more or less, to the Northeast corner of Lot 11; thence Westerly along the North line of Lots 11, 10, 9, 8 and 7 to the Northwest corner of Lot 7, being also the Point of Beginning.

Resolution No. _____

EXHIBIT B [ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO UNDERLYING CONTRACT]

Resolution No. _____ Page 4



ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO UNDERLYING CONTRACT

THIS	ASSIGNN	MENT AND	ASSUMPTIO	N AGREEN	MENT ("Assignme	ent"),
effective as	of the	day of _	, 2014,	is executed	by and	between	UP
DEVELOPN	MENT COM	IPANY, LLO	C, a Florida limi	ted liability	company	("Assigno	r" or
"UP") of 320	1 East Colon	ial Drive, Orla	ando, FL 32803; a	and THE CIT	Y OF W	INTER PA	ARK,
FLORIDA,	a Florida mu	inicipal corpo	ration ("Assignee	e") of 401 Par	rk Avenue	South, W	/inter
Park, FL 327	89.						

RECITALS:

- 1. UP is a contract vendee with rights to acquire a certain parcel of land located in the City of Winter Park, Orange County, Florida located at 1111 W. Fairbanks Ave., Winter Park, Florida, pursuant to and in accordance with the terms and provisions of that certain Purchase and Sale Agreement, dated May 30, 2014 (the "Underlying Contract"), attached hereto as <u>Exhibit A</u>, by and between UP and Seller. The real property that is the subject of acquisition by Assignor pursuant to the Underlying Contract is more particularly described in <u>Exhibit A</u>, and is referred to as the "Property".
- 2. Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire, all of Assignor's right, title, interest and obligations arising under the Underlying Contract, together with any additional rights, title, interest and obligations that Assignor may have in or to the Property, including, but not limited to, any and all plans, reports, studies, drawings, surveys, permits, approvals or agreements pertaining to the Property, all upon and pursuant to the terms and conditions of this Agreement. UP will assign ownership rights in said documents to Assignee.
- 3. By execution of this Assignment, the parties desire to consummate the assignment. Also by execution of this Assignment, the Underlying Contract is amended to reflect the Assignee's Assumption of the Underlying Contract.
- **NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:
- 1. <u>RECITALS</u>. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Agreement as if fully set forth herein.
- 2. <u>ASSIGNMENT</u>. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, interest and obligations arising under the Underlying Contract, including, without limitation, all of Assignor's right, title and interest in and to any earnest money deposits and extension fees or other payments made by Assignor to the escrow agent or Seller under the Underlying Contract, together with any additional rights, title, interest and obligations that Assignor may have in or to the Property, including, but not limited to, any and all plans, reports, studies, drawings, surveys, permits, approvals or agreements pertaining to the Property, all upon and pursuant to the terms and conditions of this Assignment. The assignment of Assignor's

rights, title, interest and obligations and the assumption by Assignee is hereinafter referred to as the "Assignment".

- 3. <u>ACCEPTANCE AND AMENDMENT OF UNDERLYING CONTRACT</u>. Assignee hereby accepts such Assignment and assumes the obligations and liabilities of Assignor contained therein, except that the parties agree the Underlying Contract is hereby amended as follows:
- (a) Section 7a, Title Evidence, shall be amended to substitute Old Republic National Title Insurance Company for Fidelity National Title Insurance Company.
- (b) Section 10, Closing, is amended to state that the Closing will take place at the offices of Brown, Garganese, Weiss, and D'Agresta, P.A., 111 N. Orange Ave., Orlando, FL 32801.
- (c) In Section 11b, Prorations and Adjustments, it is noted that the Closing Agent will be responsible for depositing ad valorem taxes with the tax collector. Taxes will be prorated pursuant to F.S. 196.295.
 - (d) Section 27, Notice, is hereby amended to add the City of Winter Park as follows:

If to City of Winter Park: Randy Knight, City Manager

City of Winter Park 401 Park Avenue South Winter Park, FL 32789 Tel. 407-599-3399 Fax 407-599-3436

Email: rknight@cityofwinterpark.org

With copy to: Usher L. Brown, Esq.

City Attorney

Brown, Garganese, Weiss & D'Agresta, P.A.

111 N. Orange Ave., Ste. 2000

Orlando, FL 32801 Tel. 407-425-9566 Fax 407-425-9596

Email: lbrown@orlandolaw.net

- (e) Section 35, Confidentiality. The parties recognize that Assignee is subject to the Public Records Act.
 - (f) In all other respects, the Underlying Contract remains the same.
- 4. <u>Condition to Assignment</u>. Assignee's obligation to close under this Assignment shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this

Assignment shall terminate, and Assignee shall be fully relieved from all further rights and responsibilities under this Assignment.

- (a) The complete execution of this Assignment by Assignor and Assignee, and the approval of the Assignment by Assignee's City Commission at a public meeting, pursuant to § 166.045 Fla. Stat.
- (b) Rollins College shall fully comply with the provisions of § 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property in the form and content of **Exhibit "B**" attached hereto.
- 5. <u>ASSIGNMENT CONSIDERATION</u>. As consideration for this Assignment, Assignee agrees to pay UP Three Hundred Thousand and No/100 U.S. Dollars (\$300,000.00), when and if Assignee closes on the Underlying Contract. The \$300,000 represents reimbursements to UP for fees, costs and expenses (including real estate commissions) incurred by UP in connection with UP's investigation, negotiation, and administration of the Underlying Contract. If for any reason Assignee does not close on the Underlying Contract, then Assignee will not pay UP the \$300,000.
- 6. <u>REIMBURSEMENT OF EARNEST MONEY DEPOSIT</u>. The parties hereby acknowledge and agree that pursuant to the terms of the Underlying Contract, the earnest money deposit currently being held by the escrow agent under the Underlying Contract (collectively, "**Deposit**") is \$50,000.00. Within 3 business days of the effective date of this Assignment, (a) Assignee shall pay directly to UP an amount equal to the Deposit, and (b) UP will assign to Assignee all of UP's right, title, and interest in and to the Deposit subject to the terms of the Underlying Contract.
- 7. <u>AGREEMENTS REGARDING UNDERLYING CONTRACT.</u> UP hereby delegates to Assignee the right to make all decisions and elections within the purview of UP under the Underlying Contract. UP hereby covenants to Assignee that UP shall not cancel the Underlying Contract nor otherwise amend or modify the Underlying Contract.
- 8. <u>REPRESENTATIONS AND WARRANTIES OF UP.</u> UP represents the following to be true and accurate as of the date of the execution of this Agreement, as well as on the date of the Assignment Closing.
- (a) A true, correct, accurate and complete copy of the Underlying Contract is attached hereto as **Exhibit "A"**.
- (b) The Underlying Contract is in full force and effect, has not been previously assigned by UP, and neither UP nor, to the knowledge of UP, Seller, is in default with respect to any terms, provisions or obligations arising under the Underlying Contract, respectively.
- (c) UP is lawfully and duly organized, validly existing and in good standing under the laws of the State of Florida. UP is authorized to enter into the transactions contemplated herein, and has all necessary power and authority to execute this Agreement and to perform or cause the performance of UP's obligations hereunder. No consent of any creditor, investor, judicial or

administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by UP is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, or default under, any agreement to which UP is a party or by which UP is bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which UP is subject.

- (d) UP has no actual knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any "Hazardous Substances".
- (e) To the best of UP's knowledge, there are no pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government, or which are or may be a nuisance or health threat to occupants or other residents of the area.
- 9. This Assignment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year set forth above.

"ASSIGNOR"

UP DEVELOPMENT COMPANY, LLC

a Florida limited liability company

Ву:		
ivanic.		
Title:_		
D-4		
Date:		

ACCEPTANCE BY ASSIGNEE

The City of Winter Park hereby accepts said Assignment of the Purchase and Sale Agreement identified above with the amendments as noted, and agrees to abide by the terms and conditions of said Amended Purchase and Sale Agreement.

CITY OF WINTER PARK, FLORIDA
By:
Kenneth W. Bradley, Mayor
Date:

APPROVAL BY SELLER

Rollins College hereby agrees to the Assignment of the Purchase and Sale Agreement ("Assignment") identified above and the amendments to the Underlying Contract contained in Sections 3 and 4(b) of the Assignment.

ROLLINS COLLEGE, a Florida not-for- profit corporation
By:
Name: Jeffrey Eisenbarth
Title: Vice President of Business and Finance
Date:

EXHIBIT "A" (Underlying Contract)

EXHIBIT "B" <u>AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23</u>

1. The Affiant is the Vice President of Business and Finance of ROLLIN COLLEGE, a Florida not-for-profit corporation, the legal title holder of the real propert described on the attached Exhibit "B-1"; and (select appropriate option below): \[\begin{array}{c} (check if applicable) - \text{The name(s)} and address(es) of every person having beneficial interest in the real property described on the attached Exhibit "B-1 ("Property") however small or minimal is/are: \text{Name} \text{Address} \] a) Rollins College is the legal title holder of 100% of the interest in the Property. No other person or entity has a beneficial interest in the Property. Property.	286.23 o	of the Florida Statutes.	ol4, for the sole purpose of compliance with Section and affirms that the following is true:
beneficial interest in the real property described on the attached Exhibit "B-1 ("Property") however small or minimal is/are: Name	COLLEG	GE, a Florida not-for-profit co	orporation, the legal title holder of the real property
a) Rollins College is the legal title holder of 100% of the interest in the Property. No other person or entity has a beneficial interest in the		eneficial interest in the real	property described on the attached Exhibit "B-1"
title holder of 100% of the interest in the Property. No other person or entity has a beneficial interest in the		Name	Address
		title holder of 100% of the interest in the Property. N other person or entity has a beneficial interest in the	О
b)	-	b)	
c)	,	c)	
☐ (check if applicable) – All beneficial interests in the Property are exempt from disclosure because the entity identified above as the owner of the Property is an entit registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sal to the general public. 2. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes.	ro O to	disclosure because the entity ide egistered with the Federal Secu- of Financial Services pursuant to the general public.	entified above as the owner of the Property is an entity critical Exchange Commission or the Florida Department of Chapter 517, Florida Statutes, whose interest is for sale

WITNESSES:	ROLLINS COLLEGE, a Florida not-for- Profit corporation
	By:
(print)	Print name: Jeffrey Eisenbarth
	Title: Vice President of Business and Finance
(print)	_
STATE OF FLORIDA	
COUNTY OF ORANGE	
Jeffrey Eisenbarth, the Vice Presider	before me this day of, 2014, by the of Business and Finance of ROLLINS COLLEGE, seek one) \(\square\$ who is personally known to me or \(\square\$ who as identification.
	Print Name:
	Notary Public – State of Florida My commission expires:

EXHIBIT "B-1" [PROPERTY]

LEGAL DESCRIPTION

Lots 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18, Block 1, LAKE ISLAND ESTATES, according to the map or plat thereof as recorded in Plat Book M, Page 95. Public Records of Orange County, Florida.

TOGETHER with that portion of the vacated alley running East and West through Block 1, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 7, Block 1, LAKE ISLAND ESTATES, according to the Plat thereof recorded in Plat Book M, Page 95, Public Records of Orange County, Florida, thence North along the West line of said Lot 7 extended a distance of 10 feet, more or less, to the Southwest corner of Lot 18, Block 1; thence East along the South line of Lots 18, 17, 16, 15, 14 and 13 to the Southeast corner of Lot 13, Block 1; thence South along the East line of Lot 13 extended South a distance of five feet, more or less, to the center line of said alley; thence Westerly along a line equal distant from the South line of Lot 13 and the North line of Lot 12, a distance of 59.7 feet, more or less, to a point of intersection with the East line of Lot 11 extended North; thence South along the extension of the East line of Lot 11 extended North a distance of five feet, more or less, to the Northeast corner of Lot 11; thence Westerly along the North line of Lots 11, 10, 9, 8 and 7 to the Northwest corner of Lot 7, being also the Point of Beginning.



PURCHASE AND SALE AGREEMENT

BY

AND

BETWEEN

ROLLINS COLLEGE
"SELLER"

AND

UP DEVELOPMENT COMPANY, LLC

"BUYER"

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement) dated the	day
2014 by and between ROLLINS COLLEGE, a Florida not-for-profit	. 1 .11.
corporation ("Seller") and UP DEVELOPMENT COMPANY, LLC, a Florida limited l	iability
company ("Buyer").	

- 1. <u>Sale of Property</u>. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and acquire from Seller upon the terms and conditions set forth herein the property located at 1111 West Fairbanks Avenue, Winter Park, Orange County, Florida consisting of the real property described on <u>Exhibit A</u> attached hereto ("Land").
- 2. <u>Appurtenant Rights/Personal Property</u>. Included in the purchase price and the sale hereunder is all of Seller's right, title and interest (if any) in and to the following, which may be owned by the Seller (subject, however, to the "Permitted Encumbrances" as hereinafter defined):
- (a) transferable licenses, entitlements and permits utilized in connection with the Land; and
- (b) all improvements, structures and facilities constructed upon the Land (the "Improvements"); and
- (c) all rights of ingress and egress to the Land in an "as-is" condition, all appurtenances easements and rights-of-way, appurtenant interests in any streets, alleys, sidewalks or roads abutting or adjoining the Land (whether open, proposed or vacated).
- (d) all personal property located in the building used by the former owner in the operation of a bowling alley including, but not limited to bowling alleys, pins, balls, chairs, furniture and other fixtures ("Personal Property").

The Land and the property referred to above in subsections (a) through (d) of this Section 2 are hereinafter collectively referred to as the "Property".

3. Purchase Price and Deposit.

(a) The purchase price (the "Purchase Price") is \$2,950,000.00, subject to the specified adjustments and prorations hereinafter provided. The Purchase Price shall be paid as follows:

	Payment	Due Date	Amount
(i)	Deposit ("Deposit") to be held in Escrow by Winderweedle, Haines, Ward & Woodman, P.A. ("Escrow Agent")	Due within three (3) business day after the Effective Date.	\$50,000.00
(ii)	Cash to Close	On Closing Date	\$2,900,000.00
	TOTAL PURCHASE PRICE		\$2,950,000.00

- **(b)** The timely delivery to Escrow Agent of the Deposit is a condition precedent to the performance of Seller's obligations hereunder.
- (c) The balance of the cash to close shall be paid by wire transfer to such bank account as shall be directed by Closing Agent, as defined in Section 10 or by such other manner of payment as shall be directed by Closing Agent.
- (d) The Deposit shall be "at risk" and "nonrefundable" unless on the Closing Date: (i) there is an uncured objection to title raised pursuant to Section 7 hereof; or (ii) there is an uncured objection to the Survey raised pursuant to Section 8 hereof; or (iii) in the event an exception to title arises between the effective date of the Title Commitment and the Closing Date which cannot be cured to the satisfaction of the Buyer; or (iv) should the Seller default or otherwise refuse to close on the sale contemplated by this Agreement, or (v) should condemnation proceedings be commenced which could result in the taking a part of the Land.

5. Property Information, Inspection Period and Option to Terminate.

(a) In order to facilitate the Buyer's evaluation of the Property, not later than five (5) business days from, but not including, the Effective Date, Seller deliver to the Buyer, to the extent any of the following are in the possession of or available to the Seller, the following items to Buyer ("Property Information"): (i) a copy of the most recent survey of the Property; (ii) complete copies of all prior environmental studies and reports relating to the Property; (iii)

copy of existing Owner's Title Insurance Policy; (vi) copies of real and personal property tax bills for the Property for 2013. All Property Information shall be returned to the Seller by the Buyer in the event the transaction contemplated by this Agreement does not close.

- (b) For a period ending at 5:00 p.m. E.S.T., on a day which is ninety (90) calendar days following the Effective Date, the Effective Date being counted as day one (1), (the "Termination Date"), Buyer shall have the right to inspect the Property ("Inspection Period"). During the Inspection Period the Buyer shall have the right to make soil test and conduct an environmental assessment of the Property. Any entry made on the Property by Buyer or its representatives shall be upon reasonable notice to Seller, or their agent, and at reasonable times and at the sole risk of Buyer; Buyer hereby indemnifies and exonerates Seller (in addition to the liquidated damages provided in Section 17) from all losses, claims, liabilities, actions, demands, costs and expenses, including reasonable attorney and paralegal fees and expenses, arising therefrom or connected therewith, including any entry upon the Property by agents or contractors of Buyer or their sub-agents or sub-contractors. Buyer shall pay for all work and inspections performed on its behalf in connection with its inspection of the Property and shall not permit the creation of any lien in favor of any contractor, materialman, mechanic, surveyor, architect or laborer, and Buyer shall promptly satisfy any such lien filed in the public records.
- (c) If subsequent to the Effective Date, but prior to the Termination Date, Buyer determines, in its sole discretion, for any reason, or no reason that it does not want to proceed further with the purchase of the Property, Buyer shall, on or before Termination Date, have the right to terminate this Agreement by written notice to the Seller and doing the following:
 - (i) Deliver to Seller the Property Information;
 - (ii) Deliver to Seller (at no cost or expense to Seller) any inspection reports, surveys, drawings, and other materials obtained by or on behalf of Buyer with respect to the Property. Upon delivery to the Seller of the information acquired by the Buyer, the Seller shall have the full, free and unrestricted right to use such material in any way it desires without the further written consent or approval of the Buyer. Notwithstanding the foregoing, in the event it is necessary for the Seller to provide written evidence to the provider or preparer of any such information the Buyer agrees to execute any documents reasonably necessary in order that the Seller may use such information; and
 - (iii) Provide the Seller, with a copy to the Escrow Agent, written notice, in the manner specified in Section 27, of the Buyer's election to terminate this Agreement ("Termination Notice").
- (d) In the event the Buyer terminates this Agreement in accordance with the provisions contained in this Section 5, the Escrow Agent shall immediately pay the Deposit to the Seller, and upon such payment, this Agreement shall terminate and the parties shall be relieved of any obligation they may have to each other under this Agreement.
- 6. Obligation of Escrow Agent. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until a receipt by Escrow

Agent of an authorization, Buyer's Termination Notice shall constitute Buyer's written authorization for Escrow Agent to pay the Deposit to the Seller, in writing, signed by all of the parties having any interest in such dispute directing the disposition of same, or, in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in any appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may but is not required to, bring an appropriate action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder. In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

This Section 6 shall survive the Closing or the termination of this Agreement.

7. Title Evidence.

- (a) Within twenty (20) days from the Effective Date, Buyer shall, at Buyer's expense obtain a title insurance commitment (the "Commitment"), with legible copies of all exceptions shown in the Commitment, issued by Fidelity National Title Insurance Company (the "Title Company") agreeing to issue to Buyer, upon recording the Deed, as hereinafter defined, an ALTA Form B (2006 with Florida modifications) owner's marketability policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the Property subject only to the following (the "Permitted Encumbrances"):
 - (i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;
 - (ii) the lien of taxes and assessments subsequent to the Closing which are not yet due and payable;
 - (iii) restrictions and matters appearing on the plat of the Property or otherwise common to the subdivision of which the Property is a part.
 - (iv) Public utility and drainage easements that do not interfere with the operation of the Improvements.
- (b) Buyer, or its counsel, shall notify Seller, or its counsel, in writing ("Title Notice") within thirty (30) days after the Effective Date if the Commitment discloses any defects in the title to the Property, other than the Permitted Encumbrances, which may render title unmarketable. Any such defects appearing in the Commitment not noted by Buyer in the Title Notice, or any defects noted in a Title Notice not delivered within the time period specified above, shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect which renders the title to the Property other than marketable and insurable (other than the Permitted Encumbrances), and such defect is noted in a Title Notice given by Buyer to Seller

within the time period required hereunder, Seller shall have sixty (60) days from the date it receives the Title Notice within which to make Seller's title marketable and insurable. If, after exercise of due diligence by the Seller to satisfy the objections, and after the expiration of such sixty (60) day period, or such longer period as may be agreed to by and between the Buyer and the Seller, Seller is unable to make Seller's title marketable and insurable, and cure or remove the title defects raised in the Title Notice, then in any such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be willing and able to convey, without adjustment or to diminution of the Purchase Price, or (y) terminating this Agreement and receiving a return of the Deposit. Any other provision of this Agreement to the contrary notwithstanding, it shall not be objectionable if the Commitment discloses the existence of any liens or encumbrances provided the same are discharged, canceled of record and terminated by Seller at or prior to the Closing.

8. Survey.

- (a) Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. Buyer or its counsel shall provide a copy of such survey, together with written notice (the "Survey Notice") to Seller within ten (10) days after Buyer's receipt of any such survey (the "Buyer's Survey"), and no more than sixty (60) days from the Effective Date, if the Buyer's Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice, provided they adversely affect the marketability of title to the Property, are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 7 of this Agreement. Any such title defects shown on the Buyer's Survey and not noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.
- Prior to the execution of the Contract, Seller has provided the Buyer, and Buyer acknowledges receipt thereof, with a survey of the Property prepared by Miller Legg dated May 21, 2013 identified as Project No. 13-00085 ("Seller's Survey"). Buyer or its counsel shall, within fifteen (15) days of the Effective Date, to provide written notice to the Seller if the Seller's Survey discloses any encroachments or other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the notice given relating to the Seller's Survey, provided they adversely affect the marketability of title to the Property, are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 7 of this Agreement. Any such title defects shown on the Seller's Survey and not noted in the notice regarding the Seller's Survey shall be deemed to have been waived by Buyer. Notwithstanding the foregoing, nothing contained herein shall prevent the Buyer from raising additional objections in the Survey Notice relating to matters that appear on the Buyer's Survey and not appearing on the Seller's Survey. The purpose of this dual notice provision is to have the Buyer accept or reject matters shown on the Seller's Survey within fifteen (15) days so that corrective action, if necessary, can be taken prior to the closing and is not intended to restrict the Buyer from raising objections that are indicated on the Buyer's Survey and not shown on the Seller's Survey.

9. <u>Seller's Representations</u>. Seller represents to Buyer as follows:

(a) Seller has the full right, power and authority to consummate this Agreement and no further consent, joiner or authorization is required. The party and/or persons

execution this Agreement on behalf of Seller is duly authorized to execute this Agreement and bind Seller. The execution and performance of this Agreement shall not violate any contract, agreement, understanding or instrument, articles of incorporation or bylaws, writ order, judgment which Seller or the Property may be bound; and

- **(b)** Seller has received no notice from any governmental authority having jurisdiction over the Property that the Property is presently the subject of any condemnation proceeding, and to Seller's knowledge, no such condemnation proceeding is currently threatened; and
- (c) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 ("FIRPTA") (i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder); and
- (d) Seller has received no written notice of, and to Seller's knowledge there are no, violations of any ordinances, orders, regulations or other governmental requirements affecting any portion of the Property; and
- To the best of Seller's knowledge and belief the Property is not in violation of any federal, state or local law, ordinance or regulation relating to the industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, groundwater condition. During the time in which the Seller owned the Property, neither the Seller nor, to the Seller's knowledge and belief, any third party has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials (collectively called "Hazardous Materials"). Hazardous Materials shall include, but not be limited to asbestos, petroleum and substances defined as "hazardous substances", "hazardous materials", "toxic substances", or bearing similar or analogous definitions in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Sec 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq; the relevant provisions of Florida state law; and in the regulations adopted and publications promulgated pursuant to said laws. To the best of Seller's knowledge, the Property does not now contain any storage tanks for any hazardous materials or any other underground tanks. Seller has made Buyer aware of any notice or correspondence from any governmental agency pertaining to hazardous materials, including notices of any inquiry, potential proceeding or other action regarding the condition of the Property; and
- (f) Seller is a non-profit corporation properly created and qualified to do business in the State of Florida; and
- (g) The Property is vacant and there are no tenancies, agreements or leases, written, implied or oral, that effect the Property and no person or entity, other than the Seller, has the right to occupy any part of the Property; and
- (h) Seller is the sole owner of the Property in fee simple, free and clear of all liens, encroachments, gaps or gores; and

- (i) To the best of Seller's knowledge and belief there are no warranties with respect to any of the improvements to either of the real or personal property involved in this transaction; and
- (j) There is no pending or to the best of Seller knowledge threatened assessments or claims with respect to the Property or Seller; and
- (k) Seller is not a party to any unrecorded agreements, restrictions, easements, leases or contracts with respect to the Property and Seller shall not enter into any of the foregoing after the Effective Date.
- 10. Closing. The closing of the sale of the Property ("Closing") shall take place at the offices of Johnson Real Estate Law, P.A. ("Closing Agent"), 3660 Maguire Boulevard, Suite 102, Orlando, Florida, 32803, or such other location designated by the Seller on a day which is sixty (60) days following the expiration of the Inspection Period (the "Closing Date"). Either party may elect to close by mail.

11. Prorations and Adjustments.

- (a) Municipal improvement liens where the work has been completed or has physically commenced as of the date of this Agreement (certified liens), shall be paid by Seller at the Closing. Municipal improvement liens which have been authorized but where the work has not commenced as of the date of this Agreement (pending liens) shall be assumed by Buyer.
- (b) The following items as applicable shall be apportioned between the Seller and Buyer as of midnight on the day immediately preceding the Closing Date:
 - (i) Real and personal property taxes shall be prorated on the basis of the current year's taxes, if known, at the highest allowable discount. Should the Closing occur before the amount of current years taxes have been determined, such taxes shall be prorated using the taxes for the most recent calendar year available and shall be promptly readjusted between the Buyer and the Seller when the current taxes (at the highest allowable discount) are ascertained, and a statement to that effect shall be set forth on the closing statement executed at Closing.
 - (ii) Fees for licenses and permits which are transferable to the Buyer and request for transfer by Buyer has been made, if any.
 - (iii) Charges for water, sewer, electricity, telephone and all other utilities, if any being presently paid for by the Seller. If the consumption of any of the foregoing is measured by meters, Seller shall obtain a reading of each meter on the date preceding the Closing date. If the amount of any particular one of the charges cannot be ascertained by the Closing date, the parties shall close based upon an estimate and final adjustments shall be made when the charge is determined.

This Section 11 shall survive the Closing or the termination of this Agreement.

shall be paid for by the Seller. The cost for recording the Deed and the cost of the owner's title policy issued pursuant to the Commitment shall be paid for by the Buyer. The Seller shall pay the cost, if any, of clearing title to the Property as may be required by the Title Notice or the Survey Notice. Each party hereto shall bear the expense of its legal counsel.

13. Closing Procedure and Documents.

- (a) At or before the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to the Closing Agent, the following:
 - (i) a Special Warranty Deed (the "Deed") conveying the fee simple title to the Property, subject to the Permitted Encumbrances and the matters referred to in the Commitment, which are approved by the Buyer;
 - (ii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' liens and parties in possession (except to the extent the same constitute Permitted Encumbrances);
 - (iii) a Bill of Sale transferring all Personal Property; and
 - (iv) all transferable licenses, permits, entitlements and other authorizations, if any, and assignments thereof and consents thereto, issued in connection with the Property, all in form and substance reasonably satisfactory to the Buyer (to Seller's knowledge there are none); and
 - (v) a closing statement as required by the Closing Agent; and
 - (vi) any other documents as may be reasonably required by the Closing Agent, the Title Company or this Agreement; and
 - (vii) possession of the Property to the Buyer in accordance with the requirements of this Agreement.
- (b) At the Closing, the Buyer shall deliver or cause to be delivered to the Closing Agent or the Title Company as appropriate, the following:
 - (i) a closing statement as required by the Closing Agent;
 - (ii) such consents and authorizations as Title Company may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all of the actions required to be taken by Buyer under this Agreement;
 - (iii) the balance of the Purchase Price; and

- (iv) any affidavits reasonably required by the Title Company to permit the Title Company to eliminate the standard exceptions from the Title Policy.
- (c) The following requirements pertain to the conveyance of the Property by the Seller. The Seller must provide the Title Agent with:
 - (i) a certified Certificate of Good Standing and a certified copy of the Articles of Incorporation for the Seller from the Secretary of State where the Seller is organized showing that the Seller to have been formed prior to the date of its acquisition of the Property, and that the Seller is in good standing in the State of Florida; and
 - (ii) a certified Corporate Resolution authorizing the Seller to enter into and perform its obligations under this Agreement, including but not limited to the execution of the necessary documents required for Closing; and
 - (iii) and provide such other documents as deemed reasonably necessary by the Title Company in order that it may issue an Owner's Title Insurance Policy without exception for matters relating to the organization or authority of the Seller.
- Estate Broker to represent it in the sale of the Property. The Buyer represents to the Seller that it has employed the services of Berkshire Realty, LLC, a Registered Real Estate Broker ("Broker") to represent it in the purchase of the Property. Other than Broker, no other real estate brokers have been involved in this transaction. Seller shall pay a three percent (3.00%) real estate commission due Broker as a Seller's expense. Buyer covenants to and hereby does indemnify and shall hold Seller harmless from and against any loss, cost or expenses, including attorney's fees (including at appellate and post-judgment levels), arising out of claims of real estate brokers or salesmen due to acts of Buyer in connection with this transaction. Seller covenants to and hereby does indemnify and shall hold Buyer harmless from and against any loss, cost or expense, including attorney's fees (including at appellate and post-judgment levels), arising out of claims of real estate brokers or salesmen due to acts of Seller in connection with this transaction.

This Section 14 shall survive the Closing or the termination of this Agreement.

- 15. Risk of Loss. If, prior to the Closing, the Property or any portion thereof shall be taken pursuant to an exercise of the power of eminent domain or condemnation or shall be damaged by fire or other casualty, Buyer may elect to terminate this Agreement or to proceed with the Closing and receive an assignment of Seller's right to any condemnation or insurance proceeds. At Closing, Seller shall pay to Buyer all proceeds of condemnation or insurance then held by Seller and Seller shall assign to Buyer Seller's right to receive any unpaid proceeds.
- 16. Prohibition of Recording. If any attempt to record this Agreement or any memorandum thereof or any reference hereto in the public records is made by Buyer or any agent or representative of Buyer, Seller shall have the right to terminate this Agreement, in which event, the parties shall be relieved of any further liability or obligation hereunder (except as otherwise specifically provided herein).

17. Default.

- (a) If Buyer shall default in the performance of any of the terms, covenants, and conditions under this Agreement on the part of the Buyer to be performed, Seller may terminate this Agreement and shall retain and be entitled to receive as full and agreed upon liquidated damages, consideration and execution of this Agreement and in full settlement of Sellers claims against the Buyer, the Deposit, whereupon Buyer and Seller shall be relieved, each as to the other, of all obligations hereunder. Any indemnification provisions or covenants on the part of Buyer under this Agreement shall continue in full force and effect and shall not be affected or limited by Seller's election to enforce the liquidated damages provisions of this subsection.
- (b) In the event of a wrongful failure or refusal by Seller to perform its obligations under this Agreement, Buyer's shall be entitled to (i) an action to specifically enforce Buyer's rights, including, but not limited to, the right to purchase the Property, under this Agreement, and/or (ii) the termination of this Agreement by notifying Seller of such election in writing, whereupon the parties shall be relieved of all further liability each to the other hereunder.
- 18. <u>Survival</u>. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.
- 19. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
- 20. TIME OF ESSENCE. TIME SHALL BE DEEMED OF THE ESSENCE IN THE PERFORMANCE OF ALL THE TERMS, REQUIREMENTS AND CONDITIONS TO BE PERFORMED HEREUNDER.
- 21. <u>Modification Must Be In Writing</u>. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representative of Seller and Buyer.
- 22. <u>No Waiver</u>. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 23. <u>Captions and Section Headings</u>. Captions and Section Headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, nor the intent of any provision thereof.
- 24. Acceptance of the Deed. The acceptance of the Deed by Buyer shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller to be performed pursuant to the provisions of this Agreement in respect of the Property, except for those Sections or sub-sections specifically stated to survive the Closing.

- 25. Assignability: Binding Effect. Neither this Agreement, nor any of the rights or privileges conferred upon the Buyer hereunder, may be assigned by the Buyer without the prior written consent of the Seller, which consent will not be unreasonably denied, withheld, or delayed. Notwithstanding the foregoing, the Buyer may assign this Agreement to an entity which is a subsidiary or affiliate of the Buyer without the prior written consent of Seller. In such event, Buyer shall provide to Seller notice of such assignment and a copy of the executed assignment and assumption document. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 26. Attorneys' Fees. In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party, including its reasonable attorney and paralegal fees and expenses incurred in connection therewith through and including the costs of any appeals and appellate costs relating thereto.

This Section 26 shall survive the Closing or the termination of this Agreement.

Notices. All notices, offers, acceptances, rejections, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered in person, or (ii) when sent by telecopier (with receipt confirmed), or (iii) when sent by first class certified or registered mail, postage prepaid, return receipt requested, or (iv) on receipt after being sent by express mail or a reputable delivery service guaranteeing overnight delivery; provided that in the case of notice given by the methods described in (i) or (ii) above, a copy is immediately mailed by first class registered or certified mail, postage prepaid, return receipt requested, in each case addressed as follows:

If to Seller:

Mr. Jeffrey Eisenbarth, Vice President of

Business and Finance

Rollins College

1000 Holt Avenue #2717 Winter Park, Florida 32789 Telephone # (407) 646-2117 Telefax # (407) 646-2114 Email: jeisenbarth@rollins.edu

with a copy to:

Ms. Donna Tucker Rollins College

1000 Holt Avenue #2717

Winter Park, Florida 32789 Telephone #: (407) 646-2117 Telefax #: (407) 646-2114 Email: dtucker@rollins.edu and with a copy to:

Victor E. Woodman, Esquire

Winderweedle, Haines, Ward & Woodman, P.A.

329 Park Avenue North, 2nd Floor

Winter Park, Florida 32789 Telephone # (407) 246-8412 Telefax #: (407) 645-3728

Email: wwoodman@whww.com

If to Buyer:

UP Development Company, LLC

Attn: Scott Fish

3201 East Colonial Drive Orlando, Florida 32803 Telephone # (407) 965-2001 Telefax # (407) 278-4208

Email: JJ@johnsonrealestatelaw.com

with a copy to:

Johnson Real Estate Law, PA

3660 Maguire Boulevard, Suite 102

Orlando, Florida 32803 Telephone # (407) 965-2001 Telefax # (407) 278-4208

Email: JJ@johnsonrealestatelaw.com

If to Escrow Agent:

Winderweedle, Haines, Ward & Woodman, P.A.

329 Park Avenue North, 2nd Floor

Winter Park, Florida 32789
Attn: Victor E. Woodman, Esq.
Telephone # (407) 246-8412
Telefax #: (407) 645-3728
Email: vwoodman@whww.com

- 28. Waiver of Strict Construction Against Drafting Party. Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other legal agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- 29. <u>Interpretation</u>. In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions shall be in no way affected, prejudiced or disturbed thereby. The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein," "hereof," "hereunder" and any other words of similar import refer to this Agreement as a whole and not to any particular article, section or sub-section of this Agreement unless specifically noted otherwise in this Agreement.

- **30.** Governing Law and Jurisdiction. This Agreement shall be deemed to be governed by, construed and enforced in accordance with the laws of the State of Florida and venue shall be in Orange County, Florida.
- 31. <u>Third Parties</u>. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.
- **Calculation of Time Periods.** Whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday or other non-business day; provided, however, if the last day of any such time period shall happen to fall on a Saturday, Sunday or other non-business day, the last day shall be extended to the next succeeding business day immediately thereafter occurring.
- **33.** Radon Gas Notification. In accordance with the requirements of Section 404.056(8), Florida Statutes the following notice is hereby given:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the local County Public Health Center.

- 34. Agreement to Cooperate in Like Kind Exchange. In the event Seller so elects, Buyer agrees to cooperate with Seller in effecting a tax-deferred exchange under Internal Revenue Code Section 1031 as amended. Seller shall have the right to elect this tax deferred exchange at any time prior to the closing date and to assign this Agreement in connection with such tax deferred exchange. If Seller elects to effect a tax deferred exchange, Buyer agrees to execute additional closing instructions, documents, agreements or instruments to effect the exchange, provided that Buyer shall incur no additional costs, expenses, fees or liabilities as a result of or connected with the exchange, and no delay in closing.
- 35. <u>Confidentiality</u>. Seller and Buyer agree that they and their respective successors, assigns, employees, engaged professionals, managers and affiliates (collectively, the "Related Parties") will hold and treat the information contained in the documents delivered by each party to the other prior to Closing relating to the transaction contemplated by this Agreement (the "Property Information") in confidence and will not disclose the Property Information to any other party except as necessary or reasonably appropriate to accomplish the transaction contemplated by this Agreement. Without limiting the generality of the preceding sentence, Buyer may provide the Property Information to potential lenders, investors, appraisers and other professionals engaged to provide services to Buyer and potential lenders in connection with this transaction.
- 36. <u>"As is"/"Where is"</u>. Except as provided for elsewhere in this Agreement, Buyer shall purchase the Property "as is" and "where is". Buyer hereby acknowledges and affirms that,

except for the warranties of title to be included in the deed of conveyance for the Property and the representations made by Seller in Section 9 of this Agreement, Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with a Closing, make any warranty, express or implied, of any kind or any nature whatsoever, with respect to the Property, except as provided for in Section 9 of this Agreement, and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY, VALUE, QUALITY OR SALABILITY OF THE PROPERTY. All on-site improvements undertaken by Buyer, including the payment of all impact, permitting and other governmental fees and utility deposits which are imposed by governmental entities or utility companies (including any cable television and/or security monitoring system provider) shall be the responsibility of Buyer and at Buyer's sole cost and expense. Buyer acknowledges and understands that the construction of any improvements on the Property are subject to regulation pursuant to certain building, zoning and other rules, regulations and ordinances of the Authorities.

The provisions of this Section 36 shall survive the Closing.

- 37. <u>Facsimile Copies</u>. Facsimile copies of the Agreement and any amendments hereto and any signatures thereon shall be considered, for all purposes, as originals.
- 38. Waiver of Trial By Jury. The Seller and the Buyer knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties he the date first above written.	ereto have duly executed this Agreement as of
	SELLER:
	ROLLINS COLLEGE, a Florida not-for- profit corporation
	By: JEFFREY EISENBARTH, Vice President of Business and Finance
	Seller TIN #_59-0624440
Exec	euted by Seller on:, 2014
	BUYER:
	UP DEVELOPMENT COMPANY, LLC, a Florida limited Hability company By: SCOTT FISH, Managing Member
Exec	Buyer TIN # 46-2827574 uted by Buyer on: 5/28/14, 2014
	ESCROW AGENT:
	WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
	Bv:

2014

As its:

Executed by Escrow Agent on: _____,

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.
SELLER:

SELLER:
ROLLINS COLLEGE, a Florida not-for- profit corporation
By: JEFFREY EISENBARTH,
Vice President of Business and Finance Seller TIN #_59-0624440
Executed by Seller on: 5/30 , 2014
BUYER:
UP DEVELOPMENT COMPANY, LLC, a Florida limited liability company
By: SCOTT FISH, Managing Member
Buyer TIN#
Executed by Buyer on:, 2014
ESCROW AGENT:
WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
As its: Vior President
Executed by Escrow Agent on: 6-18-14, 2014

LEGAL DESCRIPTION

Lots 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18, Block 1, LAKE ISLAND ESTATES, according to the map or plat thereof as recorded in Plat Book M, Page 95, Public Records of Orange County, Florida.

TOGETHER with that portion of the vacated alley running East and West through Block 1, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 7, Block 1, LAKE ISLAND ESTATES, according to the Plat thereof recorded in Plat Book M, Page 95, Public Records of Orange County, Florida, thence North along the West line of said Lot 7 extended a distance of 10 feet, more or less, to the Southwest corner of Lot 18, Block 1; thence East along the South line of Lots 18, 17, 16, 15, 14 and 13 to the Southeast corner of Lot 13, Block 1; thence South along the East line of Lot 13 extended South a distance of five feet, more or less, to the center line of said alley; thence Westerly along a line equal distant from the South line of Lot 13 and the North line of Lot 12, a distance of 59.7 feet, more or less, to a point of intersection with the East line of Lot 11 extended North; thence South along the extension of the East line of Lot 11 extended North a distance of five feet, more or less, to the Northeast corner of Lot 11; thence Westerly along the North line of Lots 11, 10, 9, 8 and 7 to the Northwest corner of Lot 7, being also the Point of Beginning.

EXHIBIT "A"

item type	Public Hearing	meeting date	e September 22, 2014
prepared by department division	Wes Hamil, Finance Director Finance	approved by	y City Manager City Attorney N A
board approval		yesno	■NA final vote
strategic objective	Exceptional Quality of Life Intelligent Growth & Development Investment in Public Assets & Infrastruction		Fiscal Stewardship Public Health & Safety

subject

Semi-annual update to Fee Schedule

motion | recommendation

Approve adjustments to the Fee Schedule as outlined in the attached summary

background

City practice has been to review the Fee Schedule twice each year to ensure fees are adequate and appropriate. The first three pages of the attached contain a summary of the fees that are changed as well as estimates of the impact on net revenues. The remainder of the attached is the Fee Schedule as revised for the proposed changes.

alternatives | other considerations

fiscal impact

See attached.

City of Winter Park Fee Schedule Changes Proposed to be Effective October 1, 2014

	Current Fee	Proposed Fee
Code Enforcement: Lien and foreclosure/research and processing (immediate request, one business day)	new fee	50.00
Provides for expedited research at a higher fee. Additional revenues would be less than \$1,0	000 on an annual basis.	
Building and Permitting Fees:		
Tier 2 interconnection of customer owned renewable generation systems	new fee	240.00
New fee to accommodate electric utility customers generating power (such as solar energy) at the City at times. Additional revenues would be less than \$5,000.	and potentially selling po	ower to
Refuse Services:		
Monthly Refuse Service Fees:		
Residential pickup fee (with recycling bins)	18.45	18.5
Residential recycling cart fee (per recycling cart)	2.69	2.7
Residential charge for each additional garbage cart above two	9.27	9.3
Additional cart maintenance fee for each garbage cart above two	77.75	77.9
Commercial and multi-family units utilizing the cart collection system (per cart)	31.56	31.6
Dalla Dialarra		
Buik Pickup:		
	80.33	80.5
Up to 2 cubic yards	80.33 33.48	
		80.5 33.5 12.0
Up to 2 cubic yards Each additional cubic yard above 2 Bulk yard waste in excess of 3 yards (per additional yard) CPI adjustments in accordance with the City's contract with Waste Pro. The rates the City pays the same amounts as our retail rates above. The City retains a margin of about \$0.75 to cadministrative costs. The above changes to refuse service rates are projected to increase From the costs.	33.48 11.96 ays Waste Pro were incover billing and other	33.5 12.0 reased
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City of Winter Park Fee Schedule Changes Proposed to be Effective October 1, 2014

	Current Fee	Proposed Fee
Sewer customers:		
Charge per thousand gallons consumption	4.69	4.40
Outside City:		
Residential customers:		
Rate block 1	1.34	1.52
Rate block 2	1.99	2.26
Rate block 3	2.82	3.22
Rate block 4	3.79	4.31
Rate block 5	4.84	5.52
Rate block 6	7.02	8.01
Commercial/public authority customers:		
Rate block 1	1.34	1.52
Rate block 2	1.99	2.26
Rate block 3	2.82	3.22
Rate block 4	3.79	4.31
Rate block 5	4.84	5.52
Irrigation customers:		
Rate block 1	2.82	3.22
Rate block 2	3.79	4.31
Rate block 3	4.84	5.52
Rate block 4	7.02	8.01
Sewer customers:		
Charge per thousand gallons consumption	5.86	5.50

The above adjustments reflect an overall increase in water and sewer revenues of 1.41% which equals the Price Index increase as published by the Public Service Commission as provided for in City Ordinance No. 2605-04. These adjustments also eliminate the remaining sewer rate subsidy of water costs as directed by the City Commission on November 26, 2012. The adjustments above were presented to the Utilities Advisory Board on Spetember 9, 2014. Revenues increase by about \$400,000.

Utility Service Fees: Service reconnection fee Utility service disconnection fee (electric)	28.70 45.00	29.00 250.00
Parks and Recreation Fees:		
Palm Cemetery:		
Cremation space - resident	550.00	850.00
Cremation space - qualified non-resident	550.00	900.00
Pineywood Cemetery:		
Single space - resident	2,000.00	2,500.00
Single space - qualified non-resident	2,500.00	3,000.00
Cremation space - resident	420.00	650.00
Cremation space - qualified non-resident	480.00	700.00

Increase in price is market based and keeps the Pineywood Cemetery rates at half the Palm Cemetery rates.

City of Winter Park Fee Schedule Changes Proposed to be Effective October 1, 2014

	Current Fee	Proposed Fee
Golf course:		
Full course rental - events free to public Full course rental - paid admission events	4,000.00 8,000.00	5,000.00 10,000.00
Community Center:		
Continuous user:	45.00	50.00
Small room, A or B or senior room, hourly Large room, C or D, hourly	45.00 65.00	50.00 70.00
Ballroom; A,B,C and D combined, hourly	200.00	225.00
Rooms C, D and kitchen combined, hourly	150.00	160.00
Ballroom and kitchen combined, hourly	225.00	200.00
Rates increased to keep up with costs of wear and tear items such as carpet replacement.		
Farmers' Market:		
Rental of entire building 6:00 pm - midnight, Fri. and Sat. (set up 4:00 pm - 6:00 pm)	1,300.00	1,400.00 400.00
Rental of parking lot in addition to the building	350.00	400.00
Demand for Farmers' Market spaces is great and the building is already booked for the next two years.	<mark>ears so these rates</mark>	S
will not increase revenue until 2017.		
* 10 1		
Mead Garden: Amphitheater rental (two hours)	225.00	300.00
Increase requested by Mead Botanical Garden, Inc.		
Park business permit (monthly):		
Twenty attendees or less	25.00	35.00
Over twenty attendees	100.00	110.00
These fees are charged to those who conduct their particular business on park properties. Persor rentals and lessons, boot camps, hot dog vendors and more.	nal trainers, paddle	board
Park Concessionaire Permit:		
Category A: Prepackaged food/beverage, no cooking.		
Per week (three day limit) per sales station	50.00	60.00
Per month (12 day limit) per sales station	120.00	150.00
Category B: Prepared Food as defined by Florida DBFR.		
Per week (three sales day limit) per sales station	100.00	120.00
,, ,1,		33

The above adjustments to Parks Fees are estimated to have an impact on revenues of less than \$20,000.

CITY OF WINTER PARK



FEE SCHEDULE

Effective October 1, 2014

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Pricing Basis Legend	
С	Pricing is based on costs
М	Pricing is based on market comparisons
S	Pricing is stipulated by Florida Statutes

GENERAL GOVERNMENT FEES

ADMINISTRATIVE FEES:
Lien recording fees: Fee for first page
City map and aerial photographs
City Code and Supplements to City Code Can be purchased from: Municipal Code Corporation P. O. Box 2235 Tallahassee, FL 32316
Or accessed on-line at www.municode.com
Copy of CD (City provides the CD)
Copy charge per page
FINANCE FEES:
Printed copy of annual budget document
Check amount \$0.01 to \$50.00

^{*} If payment is not received within 30 days, the city may file a civil action against the check writer for three times the amount of the check, but in no case less than \$50.00, in addition to the payment of the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking the action.

PLANNING FEES:

AND DEVELOPMENT FEES:	
Application Fee Schedule:	
	500.00 (M)
	500.00, plus actual cost of notice (M)
	500.00 (M)
Appeals of decisions made by Historic	Preservation Board35.00 (M)
Comprehensive Plan amendments and	
	ice)
	otice)6,000.00 (M)
Conditional use (including extensions/	
(applications with 500 ft notice).	500.00 (M)
)1,000.00 (M)
(applications requiring quarter pa	age ad)1,000 (M)
	e)6,000.00 (C)
Development Review Committee Appl	
Concept or preliminary plan	300.00 (M)
	500.00 (M)
Revision to plan previously revie	wed200.00 (M)
Interpretations by Code Enforcement.	200.00 (M)
Lakefront site plan reviews:	
Residential construction	150.00 (M)
Commercial or multi-family const	truction250.00 (M)
Plan storage fees:	
Plan storage fee for approved bu	uilding plans not retrieved by applicant:
Up to six months following a	ipproval dateNo charge
After six months	\$5 per day
After nine months	Return all but one plan to applicant or continue
	charge (at option of the City)
Street abandonments	250.00 (M)
Subdivision:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Lot consolidations:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Subdivisions with road improvements	1,000.00 (M)
Variances:	
	200.00 (M)
Multi-family and commercial	400.00 (M)

PLANNING FEES (continued):

LAND DEVELOPMENT FEES (continued):

Parks impact fee (per new dwelling unit)......2,000.00 (M)

After the Fact Requests - Double the application fee and triple the building permit fee

Applications tabled at the request of the applicant, within 10 days of the Planning and Zoning meeting or Board of Adjustment meeting, will be charged for additional advertising and notification costs, plus \$100.00.

Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits

BUILDING AND PERMITTING FEES

Application and Permit Fees:	
Adult entertainment application fee (non-refundable)	200.00 (C)
Adult entertainment application fee - annual fee	
Facilities permit application	` '
Filming fees:	()
Motion pictures:	
Application Processing Fee	100.00 (C)
Private property (registration of exemption) Permit Fees:	25.00 (C)
Public streets, parks, buildings or city facilities (per day)	500.00 (C)
Less than 10 persons or 2 vehicles involved (per day)	
plus reimbursement of additional costs to the C	ity, if any
Still photography:	
Application Processing Fee	50.00 (C)
On private property	0.00 (C)
Permit Fees:	
Public street or public property (per day)	
Less than 10 persons or 2 vehicles involved (per day)(city	
plus reimbursement of additional costs to the City,	
Use of City Personnel	
Closing out sale permit	
Closing out extension fee	` '
Garage sale permit	
Garage sale permit (residents over age 59)	
Newsrack permit	
Newsrack permit processing fee	
Alcoholic beverage license	
Sidewalk sale permit	
Sidewalk sale permit during the Art Festival	
Parking lot during the Art Festival	
Sidewalk café application processing fee (non-refundable)	50.00 (C)
Sidewalk café permit fee	00.00.(0)
1 – 4 seats	` '
5 – 8 seats	` '
9 – 12 seats	` '
13 – 16 seats	` '
17+ seats	160.00 (C)

BUILDING AND PERMITTING FEES (continued)

Solicitation permits application: Processing fee Permit fee	
Non-profit solicitation permits application:	
Processing fee	10.00 (C)
Permit fee	
Special event permit processing fee	50.00 (C)
Special event permit	100.00 (C)
Non-profit special event permit processing fee	
(Internal Revenue Code 501C(3) organizations)	10.00 (C)

required, e.g.; rezoning request, subdivision request, conditional use request or building permits

BUILDING AND PERMITTING FEES (continued)

Application and Permit Fees (continued): Non-Profit special event permit
Duplicate permit placard
Building/Land Development Code (LDC) Fee (Based on valuation of construction*): Minimum to \$1,000 in valuation *
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)*** 1.00 (C)

^{*} Building valuations shall be based on the actual contract cost or the building valuation data established by the Building Department, whichever is greater.

^{**} For fee computations, all valuations are rounded up to the next highest thousand dollars.

BUILDING AND PERMITTING FEES (continued)

*** in lieu of paying fee, applicant may provide plans in either PDF or TIFF format within 14 days of issuance of permit. In addition, any approved plan revisions must also be submitted electronically.

.6% for building code enforcement and .3% for Land Development Code enforcement, totaling .9%.

.3% for building code enforcement and .15 for Land Development Code enforcement, totaling .45%.

After the fact requests - <u>double the variance application fee</u> and <u>triple the building</u>, <u>electrical</u>, <u>plumbing and gas permit fees</u>. For construction begun or completed without permit - fee shall be tripled

The cost of inspection fees for other City Departments is determined during plan review and paid with building permit.

Excavation/Landfill Permit Fees:

Placement or removal of 40 cubic yards or less	50.00 (C)
Placement or removal of over 40 cubic yards	100.00 (C)
Experior Examination Application Fee:	
Master/contractors	200.00 (C)
Journeyman	150.00 (C)
Competency Card Fees:	
Journeyman(\$80 for two years, when ava	
Master/contractors (\$200 for two years, when available	able) 100.00 (C)
Demolition Permits (expires within 30 days):	
1 or 2 family dwellings	150.00 (C)
Accessory buildings	
Other buildings6% of valuation or \$100.00, whichev	

Electrical Permit Fees:	
Issuing each permit	40.00 (C)
Central air conditioning unit	
Cooktop	
Dental unit	` ,
Dishwasher	` '
Disposal	\ /
Dryer	
Electric elevator	
Electric range	` ,
Electric welder:	
Transformer type to 50 amps	3 00 (C)
Transformer type over 50 amps	
Fan - Commercial, ceiling, exhaust or bath	
Fan - Residential, ceiling, exhaust or bath	
Fixture - each	
	` '
Furnace, oil	
Heating appliance - each	3.00 (C)
Motor or generator - each	5.00 (C)
Outlet - each	
Oven	
Pool wiring	10.00 (C)
Pre-power inspection requests - Inspection fee:	40.00 (0)
Residential	` ,
Commercial	` '
Service up to 200 amps	
Each additional 100 amps to 1200 amps	
Sign outlet, per circuit	` '
Subfeed panel	
Temporary service	
Time switch	` '
Water heater	
Window air conditioning unit	
X-Ray	5.00 (C)
Low Voltage Security Alarm System	45 00 (C)
Low voltage Security Alarm System	45.00 (C)
Tier 2 Interconnection of Customer Owned Renewable Generation Syst	ems. 240.00 (C)
Gas Permit Fees:	
Issuing each permit	40.00 (C)
Each gas fixture	` '
J	
Building Moving Permits:	
Into or within the City (for buildings over 1,000 square feet)	
Into or within the City (for buildings 1,000 or less square feet)	200.00 (C)
Outside the City	100.00 (C)

Issuance of Temporary Certificate of Occupancy:	
Single family residence	85.00 (C)
All others	
All otilets	173.00 (C)
Mechanical Permit Fees:	
	10.00 (0)
Minimum up to \$1,000 valuation	40.00 (C)
Each additional \$1,000 to \$25,000	
(round to next higher thousand)	5.00 (C)
Each additional \$1,000 above \$25,000	
	= (0)
Plumbing Permit Fees:	
Issuing each permit	40.00 (C)
For installation, alteration or repair or water treatment equipment	
For repair or alteration to drainage or vent piping	
Plumbing fixture floor drain or trap - each	5.00 (C)
Repiping - per structure	30.00 (C)
Water heater or vent - each	
Trailor fronto or voite odorniminiminiminiminiminiminiminiminiminim	5.55 (5)
Reinspection fee:	
	20 00 (C)
For all trades	
Repeat reinspection on same item	
Continued repeat inspection (3 rd visit or more)	300.00 (C)
After the third inspection there will be a hearing before the	
Construction Board of Adjustment and Appeals with possible	
loss of occupational license and a letter to the CILB	
Missed inspection	100 00 (C)
Wildsed inspection	100.00 (0)
Vacuum Breakers or Backflow Prevention Devices:	
One to five	5 00 (C)
	` '
Over five, each	
Gasoline and fuel oil tanks (residential)	` '
Septic tank or drain field - each	10.00 (C)
Sewer:	
Commercial - each	60.00 (C)
Residential - each	` ,
Replacement of house sewer:	00.00 (0)
	E0 00 (C)
20' or more in length	
Less than 20' in length	
Sprinkler system	15.00 (C)
Vehicle for Hire Fees: (Driver permit fees valid from October 1 to Septembe	
Taxi Driver permit (per driver, per year)	60.00 (C)
Non-Motorized Vehicles:	` ,
Application Fee (one time fee per business)	40 00 (C)
Driver Permit:	10.00 (0)
	45.00 (0)
Initial fee, per driver	15.00 (C)
Renewal fee, per driver, per year	5.00 (C)

Well Permit Fees:
Issuing each permit
plus \$4.00 per inch or diameter up to 6",
and \$2.00 per inch for each inch over 6" in diameter (C)
Landscaping Fees:
First landscaping inspection (included in permit fee)
Re-inspection fee
1\te-1 13pection fee
Tree Removal Permits:
Single family residential
Non-residential or multi-family property
Reinspection of tree (second and third visits)
Reinspection of tree (each required visit after the third)
Request for appeals to Tree Preservation Board
Compensation for removing a protected tree110.00 per caliper inch dbh (C)
OTHER CHARGES:
Appeals of Building Code heard by Board of Adjustment & Appeals
Address change and /or additional requests (commercial and residential):
Processing Fee for 1 address (all requests – approved or denied)
Processing Fee per address for additional addresses
(all requests – approved or denied)
Letter of Reciprocity for contractors
Off-site advertising sign permit
Annual outdoor advertising sign permit (per sign)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:
20" high by 9" wide panel
20" high by 18" wide panel
40" high by 18" wide panel
60" high by 18" wide panel
Banners:
North Park Ave. (Morse Blvd. to Webster Ave., 17 poles)
South Park Ave. (Fairbanks Ave. to Morse Blvd., 16 poles)
E. Morse Blvd. (US 17-92 to Pennsylvania Ave., 10 double sided poles) 600.00 (C)
W. Morse Blvd. (Pennsylvania Ave. to Interlachen Ave., 11 double
sided poles)
New England Ave. (New York Ave. to Hannibal Square West, 16 poles 480.00 (C)
Pennsylvania Ave. (Lyman Ave. to Israel Simpson Ct., 26 poles)
N. Orange Ave. (Fairbanks Ave. to Minnesota Ave., 20 poles)
S. Orange Ave. (Denning Dr. to US 17-92, 20 poles)
Street Pole Signs:
One time initial posting fee
Annual participation fee

BUILDING AND PERMITTING FEES (continued)

Administrative charge for having overgrown properties mowed, cleaned or cleared of debris, hazardous trees or other unsightly articles
*Requires a twelve-month contract with one half of the annual amount due upon reservation of the advertising space. The remaining balance will be billed in equal monthly installments.
PUBLICATIONS:
Community Redevelopment Agency Plan
Community Redevelopment Agency Plan Amendment for Expansion Area
Comprehensive Plan Goals, Objectives and Policies
Comprehensive Plan Data, Inventory and Analysis
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory
and Analysis
Land Development Code
Land Development Code (zoning article only)
Historic Resources Survey (color copy)58.00 (C)
Historic Resources Survey (black & white copy)
Subdivision regulations
Park Avenue "Architectural Design Guidelines"
Morse Boulevard "Facade Design Guidelines"
The 2010 Florida Building Code may be purchased through the Building Officials Association of Florida website: www.boaf.net
or the International Code Council website: http://shop.iccsafe.org/codes/state-and-local-codes/florida.html

The 2008 National Electrical Code can be purchased through the Building Officials Association

Prevention

Associate

website:

Fire

http://www.nfpa.org/catalog/product.asp?pid=700858SB&cookie%5Ftest=1

of Florida website: www.boaf.net

National

the

or

Maps:	
Zoning and future land use map (digital form)	60.00 (C)
Zoning map	10.00 (C)
Future land use map	10.00 (C)
Retrieval and research of plans and documents in storage (Research and copying costs not included)	15.00 (C)
Listings: Business Listings:* Printed (per page) Label ready format, sheet of 20 (per page)** On diskette (per disk)***	2.00 (C)

^{*} The above orders will include a \$50.00 per hour labor/computer charge; 15 minimum (\$12.50). Orders will be taken with a three to four day turn around time.

^{**} Labels will not be provided, but the listing will be printed in a copy ready format to reproduce on a label readily available for purchase by the requestor at any office supply retailer.

PUBLIC WORKS FEES

Street Division:	
Regular rates (per hour):	
Division chief	44.70 (C)
Assistant division chief	36.40 (C)
Field supervisor	33.00 (C)
Foreman/crew leader	31.00 (C)
Traffic Control employee	25.00 (C)
Equipment Operator II and III	29.00 (C)
Street sweeper/Operator I	24.00 (C)
Maintenance Worker	23.00 (C)
Crew (1 Supervisor and 2 Workers)	79.00 (C)
Overtime rates (per hour):	
Division chief	
Assistant division chief	54.60 (C)
Field supervisor	
Foreman/crew leader	
Traffic Control employee	
Equipment Operator II and III	
Street sweeper/Operator I	
Maintenance Worker	
Crew (1 Supervisor and 2 Workers)	118.50 (C)
Holiday rates (per hour):	
Division chief	
Assistant division chief	· · ·
Field supervisor	` '
Foreman/crew leader	` ,
Traffic Control employee	
Equipment Operator II and III	
Street sweeper/Operator I	48.00 (C)
Maintenance Worker	
Crew (1 Supervisor and 2 Workers)	158.00 (C)
Equipment: (per hour)	
Excavator	
Front end loader	. ,
Vaccon	
Rubber tire backhoe	` ,
Street sweeper	
Semitractor w/trailer	` ,
Tandem Dump truck	` '
Flatbed truck	` ,
Pickup truck	
Bobcat/skid steer	` ,
Miscellaneous drills, saws, 3-4 inch water pumps	` '
6" well point/by pass pump	
Barricade daily rental (each)	1.50 (C)

PUBLIC WORKS FEES (continued)

Facilities Maintenance:
Regular rate (per hour):
Custodial24.10 (C)
Supervisor
Tradesman 30.75 (C)
Overtime rate (per hour):
Custodial34.18 (C)
Supervisor
Tradesman 44.11 (C)
Holiday rate (per hour):
Custodial 44.25 (C)
Supervisor 81.17 (C)
Tradesman 57.46 (C)
Vehicle charge (per hour)14.00 (C)
Decorative Street Light Installation (per pole)
Decorative Street Light Maintenance (per pole/per month)
Engineering:
Driveway fee:
Basic fee
Additional fee for reinspection
Final plat review - per lot
Pressure test reinspection fee
Project inspection fee:
Construction cost:
\$ 0 - \$ 5,000
\$ 5,000 - \$ 20,000\$500 plus 4% above \$5,000 (M)
Over \$ 20,000 \$1,000 plus 3% above \$20,000 (M)
Right-of-way Permit Fee90.00 (M)
Right-of-way permit for construction projects utilizing all or part of street/sidewalk (daily
rate equals 1/10 of the monthly rate for each day:
Blocking sidewalk\$1,000.00 per month (M)
Blocking lane of traffic:
Over 5,000 vehicles per day\$5,000 per month (M)
Under 5,000 vehicles per day\$2,000 per month (M)
Blocking parking lane:
Inside Central Business District\$3,000 per month (M)
Outside Central Business District\$1,000 per month (M)
Catolad Contral Edomoco District

PUBLIC WORKS FEES (continued)

Engineering, continued:

Transverse cuts:	
Open cut - paved areas (each cut)	270.00 (C)
Open cut - right-of- way (each cut)	
Open cut - dirt road (each cut)	` ,
Bore and jack (each operation)	
Copies of blueprints	
Water and Wastewater:	
Commercial plan review fee:	
First review	125.00 (C)
Each revision	
Utility inspection (per inspection)	` ,
Keep Winter Park Beautiful:	
Engraved bricks - Farmer's Market Lot:	
Single size (4 * 8) - Individuals or Pets	80.00 (M)
Double (8 * 8)	
Corporate	
Personalized park benches, various locations	
Maps, each	
Maps, 200 or more each	
Dance lessons & sessions	
	` '

REFUSE SERVICE FEES

Monthly Refuse Service Fees:
Residential pickup fee (with recycling bins)
Residential recycling cart fee (per recycling cart)2.70 (C)
Residential charge for each additional garbage cart above two
Additional cart maintenance fee for each garbage cart above two
Commercial and multi-family units utilizing the cart
collection system (per cart)
Bulk Pickup – Residential (requires photo and city approval prior to collection):
Up to 2 cubic yards80.55 (C)
Up to 2 cubic yards80.55 (C)
Up to 2 cubic yards
Up to 2 cubic yards
Up to 2 cubic yards

Other commercial, compactor and roll-off fees will be billed directly by Waste Pro

STORMWATER FEES

Monthly Stormwater Utility Fees:	
Single family residential property: (based on square feet of impervious area:	
Class 1 (1,099 and smaller)	C)
Class 2 (1,100 and 1,699) 8.24 (C)
Class 3 (1,700 and 2,299)9.89 (
Class 4 (2,300 and 2,899)11.56 (C)
Class 5 (2,900 and 3,499)13.21 (C)
Class 6 (3,500 and 4,099)14.85 (C)
Class 7 (4,100 and 4,699)16.51 (C)
Class 8 (4,700 and 5,299)	
Class 9 (5,300 and 5,899)19.80 (C)
Class 10 (5,900 and 6,499)21.66 (C)
Class 11 (6,500 and 7,099)23.12 (C)
Class 12 (7,100 and 7,699)24.77 (C)
Class 13 (7,700 and 8,299)26.41 (
Class 14 (8,300 and 8,899)28.07 (
Class 15 (8,900 and higher)	C)
Multi-family residential property:	
Apartment unit - per dwelling unit8.24 (C)
Condominium unit - per dwelling unit8.24 (
Duplex - per dwelling unit8.24 (C)
Non-residential/commercial property (per ERU)	
(ERU = Equivalent Residential Unit of 2,324 sq. ft.)11.56 (C)
Stormwater Variance Request	C)
200.00 (٠,

SHORELINE ALTERATION FEES

Shoreline Alteration Permit:	
Plants only	50.00 (C)
Plants and retaining wall	
Dock site plan review (Lakes and Waterways Advisory Board): Dock only Dock and Boathouse	75.00 (C)
Retainment or seawall	100.00 (C)

BOAT USER FEES

Boat Stickers:

Boat sticker costs are computed according to a formula based upon the horsepower (hp) of the motor, plus the length (lg) of the boat, times (*) a set amount.

Annual permit:	
	hp + lg * \$0.50 (C)
Non-resident	hp + lg * \$0.75 (C)
Annual commercial	
City resident	hp + lg * \$1.00 (C)
Non-resident	hp + lg * \$1.50 (C)
Half-year permit (Ja	nuary 1 to June 30):
City resident	hp + lg * \$0.25 (C)
	hp + lg * \$0.375 (C)
Daily user fee (regard	dless of size of boat and horsepower of motor)\$6.00 (C)

UTILITY SERVICE FEES

Cut on/off fee:	
New service	39.00 (C)
New service - after 4:30 p.m.	` ,
Broken Lock	` ,
Broken Yoke	` ,
Emergency cut on/off - 7:00 a.m. to 3:30 p.m.	
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	• • • • • • • • • • • • • • • • • • • •
Emergency cut on/off - after 4:30 p.m.	• • • • • • • • • • • • • • • • • • • •
Trip charge	· ,
Non-payment – up to 4:30 p.m.	` ,
Non-payment - after 4:30 p.m.	
Broken/damaged curb stop valve replacement fee	
Metering tamering fee	75.00 (C)
Water or Irrigation Deposits:	
Inside City:	22.22.42)
5/8 inch * 3/4 inch meter	` ,
1 inch meter	` ,
1 ½ inch meter	` ,
2 inch meter	\
3 inch meter	· ,
4 inch meter	\ /
6 inch meter	· ,
8 inch meter	• • • • • • • • • • • • • • • • • • • •
10 inch meter	Average bill x 3 (C)
Outside City:	
5/8 inch * 3/4 inch meter	\
1 inch meter	` ,
1 ½ inch meter	` ,
2 inch meter	` ,
3 inch meter	` ,
4 inch meter	` ,
6 inch meter	` ,
8 inch meter	• ,
10 inch meter	Average bill x 3 (C)
Water and Sewer Deposits:	
Inside City:	
5/8 inch * 3/4 inch meter	` ,
1 inch meter	` ,
1 ½ inch meter	` ,
2 inch meter	` ,
3 inch meter	
4 inch meter	` ,
6 inch meter	` ,
8 inch meter	• ,
10 inch meter	Average bill x 3 (C)

UTILITY SERVICE FEES (continued)

Water and Sower Denseits (centinged):	
Water and Sewer Deposits (continued): Outside City:	
3/4 inch meter	145 00 (C)
1 inch meter	` ,
1 ½ inch meter	` ,
2 inch meter	` ,
3 inch meter	` ,
4 inch meter	` ,
6 inch meter	` ,
8 inch meter	
10 inch meter	
Water, Sewer and Garbage Deposits (Inside City Only):	
3/4 inch meter	135.00 (C)
1 inch meter	` ,
1 ½ inch meter	180.00 (C)
2 inch meter	450.00 (C)
3 inch meter	540.00 (C)
4 inch meter	630.00 (C)
6 inch meter	915.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)
Fire Line Deposits:	
Inside City:	
1 inch meter	11.25 (C)
2 inch meter	32.00 (C)
3 inch meter	` ,
4 inch meter	` ,
6 inch meter	` ,
8 inch meter	` ,
10 inch meter	` ,
12 inch service connection	\ <i>\</i>
16 inch service connection	980.00 (C)
Outside City:	
1 inch meter	` ,
2 inch meter	` ,
3 inch meter	• • • • • • • • • • • • • • • • • • • •
4 inch meter	• • • • • • • • • • • • • • • • • • • •
6 inch meter	` ,
8 inch meter	` ,
10 inch meter	` ,
12 inch service connection	
16 inch service connection	1,225.00 (C)
Fire Hydrant Meter Deposit	1,500.00 (C)

UTILITY SERVICE FEES (continued)

Meter and Service II	nstallation:	
Inside City:		
5/8 inch * 3/4		728.10 (C)
1 inch meter		783.87 (C)
1 ½ inch mete	er	1,803.31 (C)
2 inch meter		1,991.84 (C)
3 inch meter		see below
4 inch meter		see below
6 inch meter		see below
8 inch meter		see below
10 inch meter		see below
All meters 3" and largand restoration.	er will be calculated at current c	osts for meter assembly, materials, labor
Outside City (*):		
• • • • • • • • • • • • • • • • • • • •	inch meter	910.13 (C)
1 inch meter		979.84 (C)
1 ½ inch mete	er	2,254.13 (C)
2 inch meter		2,489.30 (C)
3 inch meter		see below
4 inch meter		see below
6 inch meter		see below
8 inch meter		see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration plus 25%.

10 inch metersee below

^{*} above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

UTILITY SERVICE FEES (continued)

Field Testing Meters (flow test):	
5/8 x 3/4 inch meter	28.15 (C)
	,
Bench Testing Meters:	
Cost of Test - by meter size - Outside Service Contracted:	
5/8 x 3/4 inch meter	
1 inch meter	90.00 (C)
1 ½ inch meter	231.00 (C)
2 inch meter	241.00 (C)
Cost of Test - by meter size - In-House City Staff Utilized	
3/4 inch meter x 2.0 hours	59.25 (C)
1 inch meter x 2.0 hours	59.25 (C)
1 ½ inch meter x 2.5 hours	74.10 (C)
2 inch meter x 2.5 hours	74.10 (C)
	,

No charges will be assessed to a customer if the meter bench test or field test results are outside acceptable limits.

Water Impact Fees:

Inside City:
5/8 inch * 3/4 inch
1 inch 2,750.00 (C)
1 ½ inch5,500.00 (C)
2 inch 8,800.00 (C)
3 inch17,600.00 (C)
4 inch
6 inch55,000.00 (C)
8 inch
Outside City:
5/8 inch * 3/4 inch
1 inch 3,440.00 (C)
1 ½ inch
2 inch11,000.00 (C)
3 inch22,000.00 (C)
4 inch
6 inch
8 inch110,000.00 (C)
Water Main Extension Fees:
Inside City, per footactual cost
Outside City, per foot

Water main extension fees will be allocated to all affected property owners.

Other charges to be calculated along with the water main extension fee are connection fees, meter costs and installation, deposits, and backflow service fees.

UTILITY SERVICE FEES (continued)

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line,
whichever is closer (inside city):
1 inch fire line503.87 (C)
2 inch fire line
Larger than 2 inch fire line(actual cost at time of installation)
Fire Line Installation Fees - includes saddle, tap and tubing to backflow or property line,
whichever is closer (outside city):
1 inch fire line
2 inch fire line
Larger than 2 inch fire line(actual cost at time of installation)
, , , , , , , , , , , , , , , , , , ,
Water Main Tapping Fees (Inside City):
2 inch
4 inch230.00 (C)
6 inch250.00 (C)
8 inch290.00 (C)
12 inch355.00 (C)
Water Main Tapping Fees (Outside City):
2 inch
4 inch238.00 (C)
6 inch313.00 (C)
8 inch364.00 (C)
12 inch444.00 (C)
Meter Relocation Fee:
Inside City:
5/8 inch * 3/4 inch
1 inch505.87 (C)
1 ½ inch – 2 inch
3 inch - 8 inchLabor and materials (C)
Outside City (*):
5/8 inch * 3/4 inch
1 inch629.84 (C)
1 ½ inch – 2 inch
3 inch - 8 inchLabor and materials plus 25% (C)

^{*} above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

UTILITY SERVICE FEES (continued)

Sewer Impact Fees:
Inside City:
Impact fee - singe family
Impact fee - multiple dwelling2,700.00 (C)
Impact fee - ERC2,700.00 (C)
Outside City:
Impact fee - singe family
Impact fee - multiple dwelling
Impact fee - ERC
Sewer Laterals:
Installation Fee:
Inside City:
0-6' Deep
6-12' Deep
>12' DeepActual Cost
Outside City:
0-6' Deep
6-12' Deep
>12' Deep1.25 x actual Cost
plus applicable Orange County Right-of-Way Utilization Fees. Additional
costs may be assessed due to extensive restoration costs as required by FDOT or Orange County

WATER AND WASTEWATER USAGE FEES (COST BASED)

Inside the City Limits					
			Water		
		Water	(Commercial/Public	Water	
		(Residential)	Authority)	(Irrigation)	Sewer
		Rates per 1,000	gallons of consumption		
Block 1		1.22	1.22	2.58	4.40
Block 2		1.81	1.81	3.45	4.40
Block 3		2.58	2.58	4.42	4.40
Block 4		3.45	3.45	6.41	4.40
Block 5		4.42	4.42	6.41	4.40
Block 6		6.41	6.41	6.41	4.40
Base	ERM				
Charge		8.62	8.62	8.62	10.19
Additional	Unit				
Charge		4.64	4.64	4.64	5.48

Outside the City Limits					
			Water		
		Water	(Commercial/Public	Water	
		(Residential)	Authority)	(Irrigation)	Sewer
		Rates per 1,000	gallons of consumption		
Block 1		1.52	1.52	3.22	5.50
Block 2		2.26	2.26	4.31	5.50
Block 3		3.22	3.22	5.52	5.50
Block 4		4.31	4.31	8.01	5.50
Block 5		5.52	5.52	8.01	5.50
Block 6		8.01	8.01	8.01	5.50
Base	ERM				
Charge		10.78	10.78	10.78	12.73
Additional	Unit				
Charge		5.80	5.80	5.80	6.85

ERM = Equivalent Residential Meter

Note: sewer charges are capped for residential customers without separate irrigation meters at 14,000 gallons.

WATER AND WASTEWATER USAGE FEES (CONTINUED)

The Monthly Base Charge is based on the size of the meter. The applicable Equivalent Meter Ratio in the table below multiplied by the Base ERM Charge above determines the monthly Base Charge.

Bills for water, sewer and irrigation service are determined using the applicable rates in the tables above and the block sizes in the tables below based on customer class and meter size.

Block Structure Price Breaks by Meter Size:

Commercial/Public Authority Water Block Structure						
			•			
			Usage	Up To		Over:
		Block 1	Block 2	Block 3	Block 4	Block 5
Meter	Equivalent	(1,000	(1,000	(1,000	(1,000	(1,000
Size in	Meter	gallons/	gallons/	gallons/	gallons/	gallons/
Inches	Ratio	month)	month)	month)	month)	month)
3/4	1	4	8	12	20	20
1	2 ½	10	20	30	50	50
1 ½	5	20	40	60	100	100
2	8	32	64	96	160	160
3	16	64	128	192	320	320
4	25	100	200	300	500	500
6	50	200	400	600	1,000	1,000
8	80	320	640	960	1,600	1,600
10	115	460	920	1,380	2,300	2,300

Residential Water Block Structure					
					Usage
	U	Isage Up T	0		Over:
Block 1	Block 6				
(1,000	(1,000 (1,000 (1,000 (1,000 (1,000				
gallons/	gallons/	gallons/	gallons/	gallons/	gallons/
month)	month)	month)	month)	month)	month)
4	8	12	16	20	20

Irrigation Water Block Structure					
	Usage				
U:	sage Up T	O	Over:		
Block 1	Block 2	Block 3	Block 4		
(1,000	(1,000	(1,000	(1,000		
gallons/	gallons/	gallons/	gallons/		
month)	month)	month)	month)		
4	8	12	12		

ELECTRIC RATES (COST)

Residential Rates			
Customer Charge	\$	9.35	per month
Energy Charge:			
1 st 1,000 kWh	\$	0.064850	per kWh
All kWh above 1,000	\$	0.076500	per kWh
Fuel Cost Recovery Factor:			
1 st 1,000 kWh	\$	0.0357900	per kWh
All kWh above 1,000	\$	0.0457900	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to	the	10.0% electric	utility tax.

Lighting Service (LS-	1)		
Fixture and Maintenance Charge (includes energy charge and fuel cost		Depends upon fixture	
recovery)			type
Customer charge (per line of billing):			
Metered accounts	\$	3.49	per month
Non metered accounts	\$	1.22	per month
Energy & demand charge	\$	0.023490	per kWh
Fuel cost recovery factor	\$	0.039690	per kWh
Franchise Fee	\$	0.060000	
Gross Receipts Tax	\$	0.025641	
Electric Utility Tax	\$	0.100000	
Subsequent Re-establishment of service	\$	10.00	

GENERAL SERVICE ELECTRIC RATES

Non-Demand	d (GS-1)		
Rates will also apply to Ten	porary Service	e (TS-1)	
Customer Charges:			
Non Metered Accounts	\$	6.96	per month
Metered Accounts:			
Secondary Delivery Voltage	\$	12.34	per month
Primary Delivery Voltage	\$	156.08	per month
Energy Charge	\$	0.065520	per kWh
Fuel Cost Recovery Factor	\$	0.039690	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery F	actor is subject t	o the 10.0% ele	ectric utility tax.

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2)			
(For customers with fixed wattage loads operating continuou	sly t	hroughout th	e billing period)
Customer Charges:			
Non Metered Accounts	\$	7.26	per month
Metered Accounts	\$	12.88	per month
Energy Charge	\$	0.033090	per kWh
Fuel Cost Recovery Factor	\$	0.039690	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Demand (GSD-1)				
Rates will also apply to Temporary Service (TS)				
Applicable for any customer other than residential with a measure		le annual kW	h consumption of	
24,000 kWh or greater per yea	ar			
Customer Charges:				
Secondary Delivery Voltage	\$	12.82	per month	
Primary Delivery Voltage	\$	162.19	per month	
Demand Charge	\$	4.48	per kWh	
Energy Charge	\$	0.037380	per kWh	
Fuel Cost Recovery Factor	\$	0.039690	per kWh	
Delivery Voltage Credit: when a customer takes delivery at	\$	0.350000	Per kWh	
primary voltage, the demand charge will be subject to this				
credit				
Metering Voltage Adjustment: When a customer takes delivery		1.0000%		
at primary voltage, the energy charge, demand charge and				
delivery voltage credit will be subject to this adjustment				
Franchise Fee		6.0000%		
Gross Receipts Tax		2.5641%		
Electric Utility Tax		10.0000%		
EL State Sales Tax (commercial only)		7.5000%		
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.				

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

General Service Demand Optional Time o	f Us	e (GSDT-1)	
Closed to new customers as of 06-0	1-20	006	
Customer Charges:			
Secondary Delivery Voltage	\$	21.42	per month
Primary Delivery Voltage	\$	173.53	per month
Demand Charges:			
Base Demand	\$	1.12	per kWh
On Peak Demand	\$	3.40	per kWh
Energy Charges:			
On-peak kWh	\$	0.062020	per kWh
Off-peak kWh	\$	0.025150	per kWh
Fuel Cost Recovery Factors:			
On-peak kWh	\$	0.058440	per kWh
Off-peak kWh	\$	0.033220	per kWh
Delivery Voltage Credit: when a customer takes delivery at	\$	0.350000	Per kWh
primary voltage, the demand charge will be subject to this			
credit			
Metering Voltage Adjustment: When a customer takes delivery		1.0000%	
at primary voltage, the energy charge, demand charge and			
delivery voltage credit will be			
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only)		7.5000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the Fuel Cost Recovery Factor is subject Factor is subject to the Fuel Cost Recovery Factor is subject Factor is subject for \$0.00699 of the Fuel Cost Recovery Factor is subject Factor is subje	ct to	the 10.0% ele	ectric utility tax.

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

TEMPORARY SERVICE (TS) (Rate from appropriate General Service schedules are applied) Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes Deposit required at the time of initiating service

Service Charges		
Opening an account at a new service location (permanent	\$ 61.00	
connection)		
Opening an account at a new service location (temporary	\$ 104.00	
connection)		
Utility service application fee	\$ 5.00	
Reconnect service	\$ 29.00	
Reconnect service after a disconnection for nonpayment or		
Violation of a rule or regulation (up to 4:30)	\$ 43.00	
after normal business hours (after 4:30)	\$ 86.00	
Dishonored check (NSF)	\$ 25.00	Or 5% of the
		check amount,
		whichever is
		greater
Change of account with leaving service active (applicable to multi-	\$ 10.00	
housing only)		
Electric meter tampering fee	\$ 75.00	
Disconnect of electric service at the pole	\$ 250.00	
Deposit for electric service	\$ 250.00	Or two months
		estimated
		charges,
		whichever is
		greater
Prepare trees around power lines for safe private trimming or		Actual cost
removal if necessary		

RESIDENTIAL UNDERGROUND SERVICE FEE (applies to single family residential projects only)		
Remodels	3,000.00	
200 amp or less	3,000.00	
All services to 400 amp	6,000.00	
Greater than 400 amp	Cost to serve	

Deposit required for electric service:	
\$250 or two months estimated charge	s, whichever is greater

FIRE LINE FEES

Inside City: (buildings with separate plumbing facilities for fire pr	otection):
Fire line size (flat rate per month):	
1 inch service connection	4.25 (C)
2 inch service connection	11.87 (C)
3 inch service connection	23.84 (C)
4 inch service connection	37.02 (C)
6 inch service connection	74.51 (C)
8 inch service connection	119.19 (C)
10 inch service connection	171.39 (C)
12 inch service connection	234.03 (C)
16 inch service connection	339.34 (C)
Outside City: (buildings with separate plumbing facilities for fire page 1)	protection):
Fire line size (flat rate per month):	
1 inch service connection	
2 inch service connection	` ,
3 inch service connection	` ,
4 inch service connection	
6 inch service connection	
8 inch service connection	` ,
10 inch service connection	
12 inch service connection	
16 inch service connection	424.19 (C)
Hourly charges for city employees and equipment in Utilities Serv	ices Division:
Regular rates: (per hour)	
Deputy Assistant Director	
Assistant Division Chief	
Field Supervisor	
Equipment Operator	
Foreman/Crew Leader	
Utility Service Worker	19.84 (C)
Overtime rates: (per hour)	
Deputy Assistant Director	
Assistant Division Chief	` ,
Field Supervisor	
Equipment Operator	
Foreman/Crew Leader	· ,
Utility Service Worker	29.76 (C)

FIRE LINE FEES (continued)

Hourly charges for city employees and equipment in Utilities So (continued):	ervices	Division
Holiday rates: (per hour)		
Deputy Assistant Director	121.9	98 (C)
Assistant Division Chief	66.7	74 (C)
Field Supervisor	74.4	16 (C)
Equipment Operator	54.3	36 (C)
Foreman/Crew Leader	68.7	72 (C)
Utility Service Worker	39.6	88 (C)
Vehicle Charges: (per hour)		` '
Flatbed dump truck	15.0	00 (M)
Small dump truck	15.0	00 (M)
Tandem dump truck	30.0	00 (M)
Pickup truck		
Crew cab	20.0	00 (M)
TV Van	75.0	00 (M)
Locator (call duty) van	15.0	00 (M)
Vaccon	85.0	00 (M)
Semitractor	60.0	00 (M)
Equipment Charges: (per hour)		
Pumps, daily (bypass and well point)	30.0	00 (M)
Rubber tire backhoe	50.0	00 (M)
Trackhoe	75.0	00 (M)
Portable trailer generator	45.0	00 (M)
Directional boring machine	50.0	00 (M)
Harbin	20.0	00 (M)
Light tower	15.0	00 (M)
Vactron	20.0	00 (M)
Easement hose reel	15.0	00 (M)
Air compressor	15.0	00 (M)
Bobcat	25.0	00 (M)
Misc pumps, saws, compacting equipment, locator equipment,		

Associated material costs shall be calculated at a rate not to exceed actual cost to the City. Ref: OUC/Winter Park Alliance contract for parts, fittings and supplies.

CROSS CONNECTION CONTROL PROGRAM FEES

Backflow testing charge (per device inside City)35.00 (M)
Backflow testing charge (per device outside City)40.00 (M)
Replacement charges: Inside City:
1 inch PVB
1 ½ inch PVB
2 inch PVB
Outside City:
1 inch PVB
1 ½ inch PVB
2 inch PVB
Repair charges:
Repair 3/4" – 1" backflow preventors (includes parts and labor) 35.00 (C) Repair 1 1/4" – 2" backflow preventors (includes parts and labor) 65.00 (C)

All above fees will be added to the customer's next utility bill after the work is completed and satisfactorily tested.

UTILITY DEMOLITION DISCONNECT FEES

Inside City:	
Water services (cut and cap behind meter @ property	line and installation of h
bib stand):	50.00 (0)
5/8" * 3/4" - 1"	` ,
1.5" - 3"	` ,
4"	` ,
6"	· /
8"	193.00 (C)
Fire lines (cut and cap @ property line):	
2"	35.00 (C)
4"	129.00 (C)
6"	154.00 (C)
8"	193.00 (C)
Sanitary sewer laterals (cut and cap & install cleanout	
Up to 6" (per line), 6' deep or less	277.00 (C)
Up to 6" (per line), greater than 6' deep	539.00 (C)
, , ,	,
Electric services	250.00 (C)
Outside City: Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	72.50 (C)
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	72.50 (C) 101.25 (C) 161.25 (C) 192.50 (C)
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1" 1.5" - 3" 4" 6" 8" Fire lines (cut and cap @ property line): 2" 4" 6" 8" Sanitary sewer laterals (cut and cap & install cleanout Up to 6" (per line), 6' deep or less Up to 6" (per line), greater than 6' deep Electric services	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1"	
Water services (cut and cap behind meter @ property bib stand): 5/8" * 3/4" - 1" 1.5" - 3" 4" 6" 8" Fire lines (cut and cap @ property line): 2" 4" 6" 8" Sanitary sewer laterals (cut and cap & install cleanout Up to 6" (per line), 6' deep or less Up to 6" (per line), greater than 6' deep Electric services	

LINE STOP FEES

Inside City:	
Line stop fees (with contractor or owner support):	4.050.00.(0)
4", single	. ,
4", double	, , ,
6", single	. ,
6", double	. ,
8", single	. ,
8", double	, , ,
10", single	. ,
10", double	. ,
12", single	
12", double	5,231.00 (C)
Line stop fees (with no support from contractor or owner):	4 070 00 (0)
4", single	
4", double	
6", single	
6", double	. ,
8", single	
8", double	
10", single	
10", double	
12", single	
12", double	6,310.00 (C)
Outside City:	
Line stop fees (with contractor or owner support):	4 (0)
4", single	
4", double	. ,
6", single	
6", double	
8", single	. ,
8", double	, , ,
10", single	. ,
10", double	, , ,
12", single	, , ,
12", double	6,539.00 (C)

LINE STOP FEES

Outside City:

Line stop fees (with no support from contractor or owner):

4", single	2,448.00 (C)
4", double	
6", single	
6", double	4,716.00 (C)
8", single	3,186.00 (C)
8", double	5,412.00 (C)
10", single	3,974.00 (C)
10", double	6,282.00 (C)
12", single	4,694.00 (C)
12", double	7,887.00 (C)

Support from contractor or owner includes assisting the line stop procedure by excavating around pipe, and provide backhoe as needed. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

No support from contractor or owner would indicate that the City will perform the line stop procedure entirely with no assistance from the contractor or owner.

Fees include all fittings and materials required to complete line stop.

Plus Orange County right-of-way permit use fees

Perform Electro Fusion Process for HDPE Couplings and Fittings (2" – 12", two couplings or fittings max:

Inside City		(C)
Outside City	295.00 ((C)

Contractor to prepare work area or excavation, HDPE pipe to be exposed and clean in a safe working environment. City crew will prep pipe and supply necessary equipment to perform electro fusion process. Contractor to furnish couplings or fittings. Additional couplings/fittings shall be fused at the same rate as above. If in the County, City is to be named on the Orange County Permit to enable work to be performed under contractors permit.

INDUSTRIAL WASTE FEES

A formula is used to determine the surcharges. The surcharge is proportionate to the water consumption and exceedance of any or all of BOD, TSS or oil and grease. The more water used, the higher the surcharge will be, likewise, the less water used the lower the surcharge will be.

The charges are based on three factors:

- Biological Oxygen Demand (BOD) 300 mg/L
- Total Suspended Solids (SS) 300 mg/L
- Oil and Grease 100 mg/L

Biological Oxygen Demand (BOD):

BOD is a measurement of the amount of oxygen being depleted in the wastewater. Oxygen depletion can occur because of a number of reasons. The main reason is the decaying of organics. Anything that had life in it at one time will use oxygen in its decaying process. Oxygen is critical for the proper treatment of wastewater. It is very expensive to oxidate wastewater. This test is performed by an independent laboratory. It takes five days to get the results back. The maximum allowable limit is 300 mg/L.

Total Suspended Solids (SS):

Total Suspended solids are any solids that will not settle in moving water. This test is performed by an independent laboratory. The laboratory bakes the water out of the sample. The maximum allowable limit is 300 mg/L.

Oil and Grease:

Any petroleum product, oil based product, or animal or vegetable fat will show up as an oil or grease. An independent laboratory on an as needed basis performs this test. The maximum allowable limit is 100 mg/L.

<u>Formula for calculation-</u> Test results from all 3 parameters express in mg/l will be added for the total surcharge amount plus laboratory fees.

Milligrams per liter TSS-300 times the monthly flow expressed MGD(60,000=0.060)*3.50=

Milligrams per liter BOD-300*times the monthly flow expressed MGD(60,000=0.060)*3.50=

Milligrams per liter Oil & Grease*100 times the monthly flow expressed MGD(60,000=0.060)*3.50=

INDUSTRIAL WASTE FEES (continued)

Re-inspection fees
Hauler registration fee40.00 (M)
Registrations shall be effective for a period of three years. The registration required by the City
shall be in addition to any other permits, registrations, or occupational licenses required by
federal, state, and local agencies having lawful jurisdiction. The registration is not transferable.

PUBLIC SAFETY FEES

POLICE FEES AND FINES: Administration Fees:
Copies:
Parking or uniform traffic citation
Double sided copies 0.20 (S)
Certified copies 1.00 (S)
Reports except traffic or homicide (per page)
Traffic or homicide reports
Fingerprinting of civilians (except employee applicants) (city residents) 5.00 (C)
Fingerprinting of civilians (except employee applicants) (non-residents) 10.00 (C)
Photographs, recordings and videos on CD
Audio tapes (including 911 calls)
Video copy of DUI cases
Background checks
Crash report
Good conduct letter
Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time. Off-Duty Police Services (three hour minimum):
Regular Off-Duty Rates per Hour:
Police officer35.00 (C)
Details requiring a police supervisor40.00 (C)
Holiday Off-Duty Rates per Hour:
Police officer
Details requiring a police supervisor
Civil Penalty Fines:
Interference with overtime parking enforcement
Tampering with immobilization device100.00 (M)
Removal of immobilization device by enforcement officer
Skateboarding within central business district
Charactering within contract business around minimum minimum relies (m)
Responding to false alarms:
First response
Second and third response within 6 months of first response
Business:
Fourth response within 6 months of third response
All succeeding responses within 6 months of the last response100.00 (M) Residential:
Fourth response within 6 months of third response25.00 (M)
All succeeding responses within 6 months of the last response50.00 (M)

PUBLIC SAFETY FEES (continued)

Parking Fines: *

Each fine amount includes a \$5.00 surcharge as authorized by Florida State Stature 316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossing Guard programs within the City of Winter Park

Blocking drive or roadway (travel lane/obstructing traffic)	25.00 (M)
Bus zone or taxi stand	25.00 (M)
Disabled only/permit required	255.00 (S)
Double parking	
Extended over lines	25.00 (M)
Fire lane/hydrant/red curb	
Loading zone (commercial vehicles only)	25.00 (M)
Other	
On parkway	25.00 (M)
On sidewalk/crosswalk	
Over posted time limit	25.00 (M)
Parking prohibited (yellow curb/no sign)	25.00 (M)
Rear or left wheels to curb	25.00 (M)
Successive overtime (each offense)	45.00 (M)
Unauthorized (reserved) space	25.00 (M)
Where signs prohibit	25.00 (M)
Movement of vehicle in Central Business District to circumvent	
posted parking restrictions	55.00 (M)

Traffic signal violations:

^{*} After five days, an additional \$5.00 will be assessed for any of the parking fines listed above.

After receiving a mailed *Notice of Summons* for any or the above parking fines, an additional \$15.00 will be assessed.

PUBLIC SAFETY FEES (continued)

FIRE FEES: EMS Transport Fee:
Transport:
ALS1925.00 (M)
ALS2
Plus distance transported from incident location to medical facility .12.00 per mile (M) HIPAA qualified patient information package (per patient event)
Motor Vehicle Fire Response:
Motor Vehicle Fire Response: 500.00 (M)
False Alarm Response fee:
First response
Second and third response within 6 months of first response
Fourth response within 6 months of third response
All succeeding within 6 months of the last response
or alarm company technicians200.00 (M)
Fire/Rescue Service fees:Hourly Charges for city employees and equipment:Command unit/Chief officer, per hour or part thereof125.00 (C)Engine company, per hour or part thereof225.00 (C)Ladder company, per hour or part thereof275.00 (C)Rescue unit, per hour or part thereof200.00 (C)
Special needs
Hazardous materials cost recovery fees and/or response to intentional, malicious or negligently incidents are based on the cost of manpower, equipment and materials used.
Fire inspections:
After hour inspections
Maintenance reinspection fee:
First reinspection No Charge (M)
Second reinspection
Third reinspection 60.00 (M)
Fourth reinspection
Any subsequent remspections100.00 (M)
Inspector Training fee, per project (\$1,000 minimum project value)25.00 (M)

PUBLIC SAFETY FEES (continued)

Licensing Fees:	
Health Department inspections	40.00 (M)
HRS inspections	
Occupational License inspections	
·	. ,
Permits By Use: (annual registration fee)	
Ammunition, explosives and blasting agents	
Burn permits (bonfires)	40.00 (M)
Cryogenic fluids	40.00 (M)
Dry cleaning plants	
Fire lane permits	` ,
Fireworks	40.00 (M)
Flammable/combustible liquids	40.00 (M)
High piled combustible stock	40.00 (M)
Hazardous chemicals	40.00 (M)
LP gas	40.00 (M)
Lumber storage	40.00 (M)
Places of assembly	40.00 (M)
Repair garages	40.00 (M)
Tents and air supported structures	40.00 (M)
Plans Review Fees: Construction plans review - new and existing:	
\$1,000 value or less (no inspector training fee)	
\$1,001 value or over 55.00 plus 0.05%	
Revised plans25.00 (unless more than 50% of original plan, the	
Construction inspections 25.00 or 1/2% of valuation (whiche	
After hour inspections	200.00 (M)
Construction reinspection fees:	
First reinspection	40.00 (M)
Second reinspection	50.00 (M)
Additional reinspection	100.00 (M)
Special Detail Services: Personnel requested or required to be detailed for Special events (minimum of 3 hours)	
opedial events (supervisor, if necessary)	per supervisor (o)

PUBLIC SAFETY FEES (continued)

Public Education Services:

Fire station birthday party program:	
Basic program	175.00 (C)
Plus \$5.00 per person up to a maximum of 20 attendees	
First aid class (per student)	20.00 (C)
CPR classes (per student)	
Combination first aid and CPR class (per student)	
Babysitter training class (per student)	

PARKS AND RECREATION FEES

Adult Sports Team Fees:
Flag Football and Softball\$450.00 (M)
Men's Basketball League Team Fee\$300.00 (M)
Field Rental Rates:
Cady Way, Martin Luther King, Jr. and Ward Park Athletic Fields:
Before 5:00 p.m., per hour
After 5:00 p.m., per hour
Unscheduled or late reservation rates (less than two full business days),
per hour/before 5:00 pm50.00 (M
Unscheduled or late reservation rates (less than two full business days),
per hour/after 5:00 pm75.00 (M)
Field prep (lines), per field each time (standard lining)
Field prep (lines), per field each time (specialty lining)
Field prep (lines), for late reservations per field
All day (8:00 am to 9:00 pm)
Winter Park Youth League Fee:
Martin Luther King, Jr., Showalter East and Ward A1, A2, B, C (flat fee) 25.00 (C)
20% discount for Ward B, C and D (specific guidelines required)
Continuous rate hourly (specific guidelines must be met):
Before 5:00 pm
After 5:00 pm
Bus Use Fees:
Hourly rate (two hour minimum, 100 mile maximum)100.00 (M)
Deposit
Cancellation fee (within 72 hours of scheduled use)

PARKS AND RECREATION FEES (CONTINUED)

Program Fees:	
Recreation ID Card: Resident	0.00 (114)
Non-resident	` '
Card Replacement Fee.	` ,
Card Replacement 1 co	5.00 (0)
After School Program:	
Resident (monthly)	40.00 (M)
Non-resident (monthly)	65.00 (M)
Registration fee	
Fee for students qualifying for reduced lunch, (monthly), (City residents onl	
Fee for students qualifying for free lunch, (monthly), (City residents only)	15.00 (M)
Teen Summer Camp Program (completed grades 5 – 8, per week):	40.00 (14)
Resident	40.00 (M)
Free/reduced lunch programs:	05.00 (14)
1 st child Each additional child	25.00 (IVI)
Non-resident	١ /
Registration fee	` '
rvegistration ree	23.00 (101)
Summer Camp Program (completed grades K – 4, per week):	
Resident:	
1 st child in family	65.00 (M)
Each additional child in family	50.00 (M)
Non-resident	
Reduced lunch, 1 st child	15.00 (M)
Reduced lunch, each additional child	10.00 (M)
Registration Fee	
Free lunch, 1 st child	
Free lunch, each additional child	` '
Registration Fee	25.00 (M)
Cabaalla Out Draggan (aingle day caren during a abaal yaan ball day	
School's Out Program (single day camp during school year holidays:	10.00 (14)
Resident, per day Non-resident, per day	` '
After School Participant	` '
הונסו שנווטטו רמונוטוףמוונ	

PARKS AND RECREATION FEES (CONTINUED)

Fall Camp – 3 days: 25.00 (M) Resident 35.00 (M) Non-resident 35.00 (M) After School Participant 15.00 (M) Winter Holiday Camp – two 2 day sessions: 20.00 (M) Resident, each 2 day session 25.00 (M) After School Participant, each 2 day session 10.00 (M) Spring Break Camp, 5 days: 60.00 (M) Resident 60.00 (M) Non-resident 85.00 (M) After School Participant 30.00 (M) Middle School After School Program: 0.00 (M) Resident with Recreation ID card 0.00 (M) Non-Resident with Recreation ID card (per week) 20.00 (M) Other: 1st 30 minutes 5.00 (M) Late pick up fee: 1st 30 minutes 5.00 (M) Late payment fee 5.00 (M) Before Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs): 5.00 (M) Schools Out Days, per day 2.00 (M) Holiday and Summer Camps, per week 5.00 (M) General Program Guidelines: Youth/Teen Program Fees (based on minimum enrollment) Direct Costs plus 15%	Holiday Camps:
Non-resident	
After School Participant. 15.00 (M) Winter Holiday Camp – two 2 day sessions: 20.00 (M) Resident, each 2 day session 25.00 (M) Non-resident, each 2 day session 10.00 (M) Spring Break Camp, 5 days: 60.00 (M) Resident 60.00 (M) Non-resident 85.00 (M) After School Participant 30.00 (M) Middle School After School Program: Resident with Recreation ID card 0.00 (M) Non-Resident with Recreation ID card (per week) 20.00 (M) Other: Late pick up fee: 1st 30 minutes 5.00 (M) Late payment fee 5.00 (M) Late payment fee 5.00 (M) Before Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs): Schools Out Days, per day 2.00 (M) Holiday and Summer Camps, per week 5.00 (M) General Program Guidelines: Youth/Teen Program Fees (based on minimum enrollment) Direct Costs Adult Programs (based on minimum enrollment) Direct Costs plus 15%	
Winter Holiday Camp – two 2 day sessions: Resident, each 2 day session	Non-resident35.00 (M)
Resident, each 2 day session 20.00 (M) Non-resident, each 2 day session 25.00 (M) After School Participant, each 2 day session 10.00 (M) Spring Break Camp, 5 days: 60.00 (M) Resident 60.00 (M) Non-resident 85.00 (M) After School Participant 30.00 (M) Middle School After School Program: Resident with Recreation ID card 0.00 (M) Non-Resident with Recreation ID card (per week) 20.00 (M) Other: Late pick up fee: 5.00 (M) Late pick up fee: 5.00 (M) Late payment fee 5.00 (M) Before Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs): 5.00 (M) Schools Out Days, per day 2.00 (M) Holiday and Summer Camps, per week 5.00 (M) General Program Guidelines: Youth/Teen Program Fees (based on minimum enrollment) Direct Costs plus 15%	After School Participant15.00 (M)
Resident, each 2 day session 20.00 (M) Non-resident, each 2 day session 25.00 (M) After School Participant, each 2 day session 10.00 (M) Spring Break Camp, 5 days: 60.00 (M) Resident 60.00 (M) Non-resident 85.00 (M) After School Participant 30.00 (M) Middle School After School Program: Resident with Recreation ID card 0.00 (M) Non-Resident with Recreation ID card (per week) 20.00 (M) Other: Late pick up fee: 5.00 (M) Late pick up fee: 5.00 (M) Late payment fee 5.00 (M) Before Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs): 5.00 (M) Schools Out Days, per day 2.00 (M) Holiday and Summer Camps, per week 5.00 (M) General Program Guidelines: Youth/Teen Program Fees (based on minimum enrollment) Direct Costs plus 15%	
Non-resident, each 2 day session	
After School Participant, each 2 day session	
Spring Break Camp, 5 days: Resident	
Resident	After School Participant, each 2 day session10.00 (M)
Resident	Spring Break Camp 5 days:
Non-resident	
After School Participant	
Middle School After School Program: Resident with Recreation ID card	
Resident with Recreation ID card	Alter Gorioor Faritoiparit
Non-Resident with Recreation ID card (per week)	Middle School After School Program:
Other: Late pick up fee: 1st 30 minutes	Resident with Recreation ID card
Other: Late pick up fee: 1st 30 minutes	Non-Resident with Recreation ID card (per week)20.00 (M)
Late pick up fee: 1st 30 minutes	
1 st 30 minutes	
Each additional 15 minutes	
Late payment fee	
Before Care (7:00-8:00 am and 5:30 – 6:00 pm for specific programs): Schools Out Days, per day	
Schools Out Days, per day	Late payment fee5.00 (M)
Schools Out Days, per day	Refere Care (7:00 9:00 am and 5:20 6:00 nm for specific programs):
Holiday and Summer Camps, per week	
General Program Guidelines: Youth/Teen Program Fees (based on minimum enrollment)	
Youth/Teen Program Fees (based on minimum enrollment) Direct Cost Adult Programs (based on minimum enrollment) Direct Costs plus 15%	Holiday and Summer Camps, per week
Youth/Teen Program Fees (based on minimum enrollment) Direct Cost Adult Programs (based on minimum enrollment) Direct Costs plus 15%	General Program Guidelines:
Adult Programs (based on minimum enrollment)Direct Costs plus 15%	
	,
Contracted program fees will not exceed 110% of the regional market rate for a similar	Contracted program fees will not exceed 110% of the regional market rate for a similar
program. CRA funded programs will be offered at a zero to nominal fee.	program. CRA funded programs will be offered at a zero to nominal fee.

PARKS AND RECREATION FEES (CONTINUED)

Community Center Pool:	
Daily (resident)	2.00 (M)
Daily (non-resident)	
Group rate (residents, over 15 guests in a group, per group member)	1.50 (M)
Group rate (non-residents, over 15 guests in a group, per group membe	
Ten visit punch pass (resident)	
Ten visit punch pass (non-resident)	30.00 (M)
Pool rental:	
Less than thirty guests (hourly)	75.00 (M)
Additional hourly fee per fifteen guests over initial thirty guests	15.00 (M)
Deposit	100.00 (M)
Individual Pool Pass – (resident)	
Individual Pool Pass – (non-resident)	
Family Pool Pass – (residents, up to 5 family members per pass)	
Family Pool Pass – (non-residents, up to 5 family members per pass)	
Family Pool Pass – (CRA residents, up to 5 family members per pass)	
Lap Swim Pass – (resident)	
Lap Swim Pass – (non-resident)	
Lap Swim Pass – (CRA resident)	30.00 (M)
Fito and AMeight Decree	
Fitness/Weight Room:	
Annual Pass:	05.00 (14)
Resident	` '
Non-resident CRA area resident	` '
	` ,
City employee Corporate rate:	60.00 (۱۷۱)
Gold (includes 60 vouchers, \$60 each per year for each addition	al
voucher over 60, provides access to lap swim, open gym, an	
open volleyball)	
Silver (includes 10 vouchers, \$65 each per year for each addition	
voucher over 10, provides access to lap swim, open gym, an	
open volleyball)	
Bronze (includes 5 vouchers, \$70 each per year for each addition	` ,
voucher over 10, provides access to lap swim, open gym, an	
open volleyball)	
Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend tr	
Resident	Ο,
Non-resident	` '
	` /

PARKS AND RECREATION FEES (CONTINUED)

CEMETERY FEES

Palm Cemetery:	
Single space - resident	5.000.00 (M)
Single space – qualified non-resident	
Cremation space - resident	
Cremation space – qualified non-resident	900.00 (M)
Baby space	
Qualified non-resident baby space	
Interment of cremains:	
Weekdays	350 00 (M)
Saturdays	` '
Tent for cremains interment:	1 30.00 (IVI)
Weekdays	1 000 00 (M)
Saturdays	• • •
Opening and closing charges:	1,200.00 (101)
	1 200 00 (M)
Weekdays Weekdays, for graveside services beginning after 5:00 pm)	
	. ,
Saturdays	1,500.00 (IVI)
Disinterment of vault (weekdays only, rules apply)	
Mausoleum space (limited number of spaces)	80,000.00 (M)
Pineywood Cemetery:	
Single space - resident	2.500.00 (M)
Single space – qualified non-resident	
Baby space	
Qualified non-resident baby space	
Cremation space - resident	
Cremation space – qualified non resident	
Qualified non-resident cremation space	` '
Interment of cremains:	4 00.00 (WI)
Weekdays	350 00 (M)
Saturdays	` '
Tent for cremains interment:	1 30.00 (IVI)
Weekdays	1 000 00 (M)
Saturdays	. ,
Opening and closing charges:	1,200.00 (101)
· · · · · · · · · · · · · · · · · · ·	4 200 00 (M)
Weekdays	
Weekdays, for graveside services beginning after 5:00 pm)	
Saturdays	
Disinterment of vault (weekdays only, rules apply)	1,200.00 (IVI)
Columbarium:	
Single or Double space:	
Resident	2.200.00 (M)
Qualified non-resident	
Interment (Saturday)	
Tent for columbarium interment	300 00 (M)
Total tot domination intermedit	

GOLF COURSE FEES (all include sales tax)

Green Fees November-April (Residents/Non-residents):

	Mon/Tue	Wed/Thur	Fri/Sat/Sun/Holidays
7-9AM	\$10/\$12	\$11/\$13	\$15/\$17
9-11AM	\$10/\$12	\$12/\$14	\$14/\$16
11AM-1PM	\$9/\$11	\$10/\$12	\$13/\$/15
1-3PM	\$8/\$10	\$10/\$12	\$14/\$16
3-5PM	\$9/\$11	\$11/\$13	\$15/\$17
5-7PM	\$8/\$10	\$10/\$12	\$14/\$16

^{*}Prices in chart reflect 9 hole ticket with residents/non-residents respectively (M)

Green Fees May-October (Residents/Non-residents):

	Mon/Tue	Wed/Thur	Fri/Sat/Sun/Holidays
7-9AM	\$9/\$11	\$10/\$12	\$14/\$16
9-11AM	\$8/\$10	\$11/\$13	\$13/\$/15
11AM-1PM	\$8/\$10	\$9/\$11	\$12/\$14
1-3PM	\$8/\$10	\$9/\$11	\$13/\$/15
3-5PM	\$9/\$11	\$10/\$12	\$14/\$16
5-7PM	\$9/\$11	\$9/\$11	\$13/\$/15

^{*}Prices in chart reflect 9 hole ticket with residents/non-residents respectively (M)

Green Fees:

Replay rate for all players	5.00 (M)
Resident 9 hole Jr. ticket, up to middle school	6.00 (M)
Non-resident 9 hole Jr. ticket, up to middle school	8.00 (M)
Resident 9 hole high school and college student	7.00 (M)
Non-resident 9 hole high school and college student	9.00 (M)
City employees rate for first round	6.00 (M)

GOLF COURSE FEES (CONTINUED)

Annual Play Pass:
Single resident
Double resident 900.00 (M)
Single non-resident 650.00 (M)
Double non-resident (family members residing in same household)1000.00 (M)
Jr. membership (resident)
Jr. membership (non-resident)
Student membership (resident)280.00 (M)
Student membership (non-resident)300.00 (M)
Corporate membership (16 members at \$500)8,000.00 (M)
City employee rate250.00 (M)
Ten-Round Pass110.00 (M)
Cart Rental: 9-Hole – Single (includes sales tax)7.00 (M)
9-Hole – Double (includes sales tax)14.00 (M)
Pull cart (includes sales tax)
Club Rental (includes tax)
Club Storage, annual (includes tax)
Club Storage, monthly (includes tax)
Electric Cart, annual (includes tax)
Electric Cart, monthly (includes tax)65.00 (M)
Tournament Fees (includes tax):
Night scramble (40 person minimum)800.00 (M)
Each additional golfer above 4025.00 (M)
Private scramble (maximum of one per month, 48 person minimum)1,200.00 (M)
Each additional golfer above 4825.00 (M)
Advertising:
Scorecard ad space (one year, per ad)1,000.00 (M)
Premium scorecard ad space (one year, per ad)1,500.00 (M)

Groupon, SaveMyCity and other such marketing discounts as well as seasonal discounts may be offered at the discretion of the City Manager

GOLF COURSE FEES (CONTINUED)

Golf lessons: Individual lessons:
Half hour
Hour
3 hour package
5 hour package
10 hour package500.00 (M)
Playing lessons, per person:
9 holes125.00 (M)
18 holes200.00 (M)
Group lessons, per person:
One hour package:
2 students60.00 (M)
3 students50.00 (M)
4 students40.00 (M)
Three hour package:
2 students
3 students120.00 (M)
4 students
Five hour package:
2 students
3 students
4 students
Ten hour package:
2 students
3 students
4 students
Course Rental
Full Course Rental – Daily 7am to Dusk Events - Free to Public
Full Course Rental – Daily 7am to Dusk – Paid Admission Events10,000.00 (M)
Croquet Court Rental –
Daily Rate Only – Free to Public or Private\$1000.00 (M)
Daily Rate Only – Paid Admission Events\$2000.00 (M)

TENNIS FEES

Tennis Court Rental: Annual Play Pass Fees:	
Six-Month Annual Play Passes:	
All Courts:	
Resident - one adult	185.00 (M)
Resident - family (2 or more)	
Resident - youth (17 or under)	
Non-resident - one adult	
Non-resident - family (2 or more)	
Non-resident - youth (17 or under)	
City employee	
Seniors receive a \$25 discount on adult price (age 65 year	rs or older) ` ´
Hard Courts Only:	,
Resident - one adult	84.00 (M)
Resident - family (2 or more)	
Resident - youth (17 or under)	45.00 (M)
Non-resident - one adult	155.00 (M)
Non-resident - family (2 or more)	
Non-resident - youth (17 or under)	69.00 (M)
City employee	
Seniors receive a \$25 discount on adult price (age 65 year	rs or older)
Annual Play Passes:	
All Courts:	
Resident - one adult	336.00 (M)
Resident - family (2 or more)	490.00 (M)
Resident - youth (17 or under)	
Non-resident - one adult	
Non-resident - family (2 or more)	
Non-resident - youth (17 or under)	173.00 (M)
City employee	
Seniors receive a \$25 discount on adult price (age 65 year	rs or older)
Hard Courts Only:	
Resident - one adult	` ,
Resident - family (2 or more)	
Resident - youth (17 or under)	
Non-resident - one adult	
Non-resident - family (2 or more)	
Non-resident - youth (17 or under)	
City employee	
Seniors receive a \$25 discount on adult price (age 65 year	rs or older)

FOR HARD COURTS: With hard court punch card, pay additional \$1.00 to upgrade to clay. With hard court membership, pay additional \$2.00 to upgrade to clay courts up to six upgrades. After six upgrades, member may plan on clay only by upgrading membership to ALL COURT, 10 play punch card or clay court fee.

TENNIS FEES (CONTINUED)

Non-Play Pass Fees (\$1.00 off with Facility Use Card pre-tax):
Singles - 1 ½ hours; Doubles - 2 hours (Residents)
Clay court (includes tax)6.00 (M)
Hard court (includes tax)
City employee:
Clay court (includes tax)
Hard court (includes tax)
Child, non-prime time, hourly:
Hard court (includes tax):
Resident
Soft court (includes tax):
Resident4.00 (M)
Tennis Passes: (10 play passes)
Clay courts:
Pass55.00 (M)
Hard courts:
Pass45.00 (M)
Fass45.00 (W)
Adult Tennis Programs:
Beginning/Intermediate, various times, four 1-hour sessions, monthly fee 50.00 (M)
Drop in fee
Men's Advanced, Mondays, 7:00 – 8:30pm, four sessions, monthly fee97.50 (M)
Drop in fee
Various 1-hour adult non-team clinic, various times, hourly fee9.00 (M)
Friday night clay court round robin, 1 st and 3 rd Fridays, 6:30 – 8:30pm:
Members
Non-members
Men's Challenge Ladder, various times:
Members (all courts)
Non-members (clay court)
Non-members (hard court)
Junior Tennis Programs:
3-4 years old, Tues/Thurs/Sat 45 minutes, monthly fee:
1 day per week45.00
2 days per week 85.00
5-15 years old, Mon-Sat, 60 minutes, one day per week
5-15 years old, Mon-Sat, 60 minutes, two days per week
5-15 years old, Mon-Sat, 60 minutes, three days per week
11 years old, Tues/Thurs/Sat 60 minutes, 2 days per week
Age 10 years and under, Monday/Wednesday, monthly fee:
Junior pre tournament training, 90 minutes, three days per week 150.00

TENNIS FEES (CONTINUED)

Junior Tennis Programs (continued):
After School Programs:
Tournament Training, Tue/Wed/Thu, 4:00 – 6:00pm, monthly fee:
2 days per week290.00 (M)
3 days per week390.00 (M)
Pre tournament Training, Tue/Thu 5:30 – 7:00 pm, monthly fee:
2 days per week290.00 (M)
3 days per week275.00 (M)
Middle/High School Summer Camp, day/time TBD, weekly fee275.00 (M)
Recreation Camp, day/time TBD, weekly fee132.00-195.00 (M)
Weekend camp, day/time TBD, daily fee55.00 (M)
Full time program, 5 days per week, 20 hours per week, 2 privates per
week included1175.00 (M)
10 hours per week, two privates per week875.00 (M)
Drop in per session50.00(M)
Other Tennis Fees:
Private lessons, fee dependent on instructor, hourly40.00 – 95.00 (M)
Semi-private lessons, fee dependent on instructor, half hour40.00 – 95.00 (M)
Group lessons, dependent on instructor, hourly40.00 – 95.00 (M)
Team clinic, dependent on instructor, hourly40.00 – 95.00 (M)
Junior tournament entry fee
League rate
(if at least 75% of team roster are not members of
tennis center)150.00, plus non-member hourly rate (M)
Ball rental machine, hourly20.00 (M)
Annual ball machine membership, per person
(twenty memberships available)150.00
Annual ball machine membership, family
(twenty memberships available)200.00
Special Events
. Member0 – 20.00 (M)
Non Member6.00 – 30.00 (M)

Groupon, Living Social, SaveMyCity and other such marketing and seasonal discounts may be offered at the discretion of the City Manager

Before any contract agreement is reached with such discount organizations and subcontractor, the subcontractor must submit the terms for approval to the City Manager through the Parks and Recreation Department Management.

Tennis Instructors must be contracted through management company

TENNIS FEES (CONTINUED)

Tournament Entry Fees: (includes tennis balls)

Court fee (2 hour time frame, x number of courts x number of two hour time frames = base fee:

First day of tournament	Base fee, less 10% (M)
Second day of tournament	Base fee, less 25% (M)
Third day of tournament	Base fee, less 30% (M)
Fourth day of tournament	
Fifth day of tournament	,

No tournaments may be longer than five days, holidays are time and one half rates. The price includes six folding tables and twenty five chairs and a pop up tent.

A roster is required for league and team play. 75% of roster must be members, or pay a \$100 flat fee and the hourly rates.

Tennis Center Pavilion Rental:

Small Pavilion:

Full day50.00	(M)
Half day30.00	(M)

RECREATION FACILITY RENTAL FEES

AZALEA LANE RECREATION CENTER - Meeting room : (20% discresidents 30% discount off regular fee for verified non-profits) East Room (30' x 30'):	count off regular fee for
Hourly	50.00 (M)
Deposit	` ,
Continuous user (hourly)	` ,
West Room (30' x 50'):	()
Hourly	70.00 (M)
Deposit	` ,
Continuous user (hourly)	
CIVIC CENTER: (20% discount off regular fee for residents, 30% verified non-profits) Continuous Users (at least 6 times in 6 months):	discount off regular fee for
Ballroom:	
Hourly	100.00 (M)
Deposit	` ,
Meeting Rooms:	
Hourly	45.00 (M)
Kitchen: (set up fee and deposit are not applicable) Hourly One Time Users: Ballroom:	45.00 (M)
Hourly	160 00 (M)
Meeting Rooms:	160.00 (IVI)
Hourly	70.00 (M)
Kitchen: (set up fee and deposits are not applicable)	7 0.00 (IVI)
Hourly	70.00 (M)
Ballroom and kitchen: Fridays and Saturdays (11:00 am – midnight) Deposit	
Entire building for a full day:	(1.1)
Fridays and Saturdays (11:00 am – midnight)	
Deposit	500.00 (M)
Cancellation Fee, Civic Center only:	
Cancellation for any reason	Full deposit retention

COMMUNITY CENTER:	
City resident/employee discount off regular rental fee	
CRA district resident discount off regular rental fee	
Non-profit organization discount off regular rental fee	30%
Continuous User:	
Small room, A or B or senior room, hourly	
Large room, C or D, hourly	
Ballroom; A,B,C and D combined, hourly22	
Rooms C, D and kitchen combined, hourly16	
Ballroom and kitchen combined, hourly20	
Kitchen, hourly	
Amphitheater (outdoor stage), hourly	50.00 (M)
Gymnasium:	40.00 (14)
Half of gym, hourly	, ,
Entire gym, hourly	` ,
Deposit (each meeting room/amphitheater, kitchen)10	JU.UU (IVI)
One Time User:	
Small room, A or B or senior room, hourly	
Large room, C or D, hourly	
Ballroom; A,B,C and D combined, hourly27	
Rooms C, D and kitchen combined, hourly2	
4:00 pm to midnight, Friday, Saturday, Sunday1,22	
Ballroom and kitchen combined, hourly32	
4:00 pm to midnight, Friday, Saturday, Sunday1,5	
Rooms C and D, hourly	
Ballroom, kitchen 4:00 pm to midnight with 2 hour amphitheater1,6	, ,
Kitchen, hourly	
Early start fee (events requiring building access before 7:00 am)	
Early set up fee15	50.00 (IVI)
Amphitheater (outdoor stage):	
Two hours1	` ,
Six hours50	00.00 (M)
Gymnasium:	
Half of gym, hourly	, ,
Entire gym, hourly12	25.00 (M)
Deposit:	00 00 (1.1)
Each meeting room/amphitheater, kitchen10	
Ballroom A,B,C and D combined40	
Unscheduled time premium over regular rate, hourly	15.00 (M)

COUNTRY CLUB (20% discount off regular fee for residents, 30% discount verified non-profits):	ount off regular fee
Continuous User:	
Dining Room:	
Hourly	70.00 (M)
Deposit	` '
Club lounge:	,
Hourly	70.00 (M)
Deposit	` ,
Full building:	, ,
Hourly	110.00 (M)
Deposit	` ,
One Time User - (Friday and Saturday- Full Building)	, ,
Hourly	140.00 (M)
4 p.m. to 12 midnight	900.00 (M)
Deposit	250.00 (M)
One Time User - Hourly: (Sunday through Thursday)	
Dining Room (hourly)	100.00 (M)
Club lounge (hourly)	100.00 (M)
Full building (hourly)	140.00 (M)
Deposit	250.00 (M)
FARMER'S MARKET:	
Saturday Market:	
12' x 10' space Outside without electricity (per week)	
Additional 6 feet (per week)	
12' x 10' space outside with electricity (per week)	
Additional 6 feet with electricity (per week)	
12' x 10' inside space without electricity (per week)	
12' x 10' inside space with electricity (per week)	30.00 (M)
Part-Time Vendor Fees:	04.00 (14)
12' x 10' Outdoor space without electricity (per week)	
Additional 6 feet without electricity (per week)	
12' x 10' Outside space with Electricity (per week)	
Additional 6 feet with electricity (per week)	
12' x 10' inside space without electricity (per week)	
12' x 10' inside space with electricity (per week)	` ,
Vendor's deposit	50.00 (M)

Building Rental: (20% discount off regular fee for residents, 30% dis regular fee for verified non-profits):	count off
Continuous User - Hourly: (Sunday through Thursday), hourly	70.00 (M)
One Time User:	4.40.00 (1.4)
HourlyEntire Building	140.00 (M)
6:00 p.m. to midnight, Fri.and Sat. (set up 4:00 pm – 6:00 pm)	1,400.00 (M)
Parking Lot - in addition to building rental	400.00 (M)
Deposit	300.00 (M)
LAKE ISLAND HALL RECREATION CENTER - Meeting room: (20% discourter fee for residents, 30% discount off regular fee for verified non-profits):	nt off regular
Daily rate, Monday - Friday	400.00 (M)
Weekly rate, Monday – Friday, 8:00am – 5:00 pm	500.00 (M)
Hourly	` ,
Deposit	200.00 (M)
One Time User: Hourly	80 00 (M)
Deposit	` ,
·	,
Winter Park Welcome Center:	
Winter Park Community Foundation Room (includes catering kitchen, restrooms and outdoor patio):	
Weekday for 1 – 4 hours, per hour	70 00 (M)
Weekday for over 4 hours, per hour	` ,
Series of 4 or more rentals for 1 - 4 hours, per hour	
Series of 4 or more rentals for over 4 hours, per hour	
Weekend (all day)	500.00 (M)
Note: rental rates can be reduced by 50% for one half of room	
Entire First Floor (includes Galloway Foundation gallery, Welcome galler Park Health Foundation Community Room):	y and Winter
Weekday (until 6:00 pm)	
Weekday (after 6:00 pm), per hour	` '
Weekend (all day)	
Fire marshal, required to be on site for events hosting over 90 people	•
per hour	25.00 (IVI)

Winter Park Welcome Center (continued): Additional one-time fees:	
Cleaning (for events over 4 hours)	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour	20.00 (M)
Staffing (weekends), per hour	25.00 (M)
Gallery display use deposit	100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than	
thirty days in advance)	25.00 (M)

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% resident discount): Small Pavilion:
Full day50.00 (M) Half day30.00 (M)
Central Park: Group Events:
Small events (less than 400 people)
Significant events 2,001 + people2,750.00 (M)
Rose Garden wedding200.00 (M)
Deposit
Central Park West Meadows:
Group Events (fee is doubled for functions charging admission):
Small events (less than 400 people)
Large events (400 – 2,000 people)
Olgrinicant events 2,001 1 people
Mead Garden:
Group Events:
Small events (less than 400 people)
Significant events 2,001 + people
Amphitheater (two hours)300.00 (M)
Deposit
Large Pavilion (20% resident discount):
Full day
rial day (open to noon of 2 pm to close)
Fleet Peeples Park:
Group Events:
Small events (less than 400 people)
Significant events 2,001 + people
Large Pavilion (20% resident discount):
Full day90.00 (M)
Half day (open to noon or 2 pm to close)
Small Pavilion (20% resident discount):
Full day50.00 (M) Half day (open to noon or 2 pm to close)30.00 (M)
(iii)

PARK FEES (CONTINUED)

Martin Luther King, Jr., Park:	
Group Events:	
Small events (less than 400 people)550.00 (M)	
Large events (400 – 2,000 people)1,650.00 (M)	
Significant events 2,001 + people2,750.00 (M)	
Community Playground pavilion (20% resident discount):	
Full day90.00 (M)	
Half day (open from noon or 2 pm to close)60.00 (M)	
Ward Park:	
Large Pavilion (20% resident discount):	
Full day100.00 (M)	
Half day (open to noon or 2 pm to close)70.00 (M)	
Howell Branch Preserve:	
Group Events:	
Small events (less than 400 people)	
Large Pavilion (20% resident discount):	
Full day90.00 (M) Half day (open to noon or 2 pm to close)60.00 (M)	
Observation Deck and Tables:	
Full day50.00 (M)	
Half Day (open to noon or 2pm to close)	
Trail Bay (open to noon or 2pm to diode)	
Dinky Dock Park:	
Group Events:	
Small events (event size limited to 200 people or less)	
Cady Way Park:	
Group Events:	
Small events (less than 400 people)550.00 (M)	
Large events (400 – 2,000 people)1,650.00 (M)	
Shady Park:	
Group Events:	
Small events (less than 400 people)	
Large events (400 – 2,000 people)	
Picnic area:	
Full day50.00 (M) Half day (open to noon or 2:00 pm to close)30.00 (M)	
Pavilion:	
Favilion. Full day100.00 (M)	
Half day (open to noon or 2:00 pm to close)	
Train day (opon to noon or 2.00 pm to 01050)	

PARK FEES (CONTINUED)

Phelps Park: Group Events:	
Small events (less than 400 people)	/ 1)
Full day90.00 (N	Л)
Half day (open to noon or 2:00 pm to close)	
Kraft Azalea Garden: Group events:	
Small events (less than 400 people)550.00 (N	Л)
Exedra area wedding200.00 (N	,
Exedra area wedding deposit100.00 (N	Л)
Violation of dog ordinance:	
1 st offense50.00 (N	Л)
2 nd offense100.00 (N	Л)
Park business permit (monthly):	۸\
Twenty attendees or less	,
Over twenty attendees110.00 (N	/1)
Park Concessionaire Permit:	
Category A: Prepackaged food/beverage, no cooking.	
Per sales day per sales station25.00 (M	
Per week (three day limit) per sales station60.00 (M	
Per month (12 day limit) per sales station150.00 (M	1)
Category B: Prepared Food as defined by Florida DBFR.	
Per sales day per sales station50.00 (M	1)
Per week (three sales day limit) per sales station120.00 (I	•
Per month (12 sales day limit) per sales station 300.00 (N	Л)

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES:	
Inflatables/bounce house permit fee	25.00 (M)
Building and Pavilion Holiday RateTir	
Facility rental building late payment fee5	5% of balance due (M)
Special event application fee	
Parks Alcohol Usage Request Application Fee (non-refundable))50.00 (M)
Field rental storage, approximately 100 sq. ft. monthly	100.00 (M)
Sat Market Tables, each (round and rectangular, inside use only	
LCD projector and screen	50.00 (M)
Wireless microphone	50.00 (M)
Pipe and Drape	50.00 (M)
Portable stage	
Scoreboard renter per day, Community Center gymnasium:	
One scoreboard	\$20.00 (M)
Both scoreboards	\$30.00 (M)
Staffing (per hour)	
Planning, Delivery, Setup, Pick up (per hour)	21.00 (M)
Transport Charge/Delivery Pickup	
Crowd control fencing (per 200 feet)	150.00 (M)
Special event trailer with tables and chairs	300.00 (M)
Equipment Rental - Per Event:	
Banquet tables (each, off site events only)	5.00 (M)
Folding chairs (each)	` ,
Podium (each)	
Portable public address system	
Risers 3' x 8' (each)	· ,
Riser skirts (each)	` ,
Table skirts (each)	
Tent 20' x 40'	· ,
Tent 10' x 10'	
Tent 10' x 10' Fire Rated 701	80.00 (M)

SPECIAL EVENT AND MISCELLANEOUS FEES (CONTINUED)

Cancellation Fees:

A double deposit is required for all functions charging admission and serving alcohol

A double deposit is required for all functions for minors charging admission

^{*} Except Civic Center

item type	Public Hearing	meeting date	September 22, 2014
	Peter Moore Administrative Services Budget	approved by	City ManagerCity AttorneyN A
board approval		yesnoI	N A final vote
strategic objective	Exceptional Quality of Life Intelligent Growth & Developm Investment in Public Assets &	nent Pu	scal Stewardship ublic Health & Safety

subject

Ordinance adopting millage rates for the FY 2015 budget.

motion | recommendation

Approve operating millage rate at 4.0923 mills and debt service millage rates at 0.1004 and 0.2092 for the General Obligation Bonds, Series 2004 and 2011, respectively.

background

The proposed FY 2015 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations increased, the proposed property tax levy represents a 3.21% increase from FY 2014. The city's tax rate has been held constant for the last 6 years.

The operating millage rate of 4.0923 mills was approved by the City Commission as the tentative millage rate on July 28. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the proposed millage rates above. This notice also advised property owners of this first public hearing on millage rates and the budget.

The operating millage rate can be reduced below 4.0923 mills but not increased. Any reduction in projected property tax revenues would require a corresponding reduction in General Fund budget appropriations.

The Commission voted 5-0 in favor at the first reading of this ordinance, 9/8/2014.

fiscal impact

Every tenth of a mill generates approximately \$400,000 in annual property tax revenue.

NO.
: NO

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .0965 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .2019 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011.

WHEREAS, the Legislature of the State of Florida mandated a procedure for calculating the taxable value for each taxing authority by the County Property Appraiser and provided for the calculation of rolled back millage rate, and

WHEREAS, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 3.9650 mills.

WHEREAS, the citizens of Winter Park approved the issuance of \$5,125,000 General Obligation Bonds, Series 1996 at the June 4, 1996 bond referendum which were subsequently refunded by General Obligation Bonds, Series 2004.

WHEREAS, the citizens of Winter Park approved the issuance of \$11,000,000 General Obligation Bonds, Series 2001 at the May 16, 2000 bond referendum which were subsequently refunded by General Obligation Bonds, Series 2011.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .0965 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2004 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .2019 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2011.

SECTION 2. The above levy to cover general operating expenses of the City is one hundred twenty-seven hundredths above the rolled back millage of 3.9650 mills. Pursuant to State Statutes this levy represents a 3.21% increase in property taxes above the rolled back rate.

SECTION 3. The City Commission, after full, complete and comprehensive hearings and expressions of parties wishing to be heard, declares the tax levy to be reasonable and necessary for the immediate preservation and benefit of the public health, safety and welfare.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this <u>22nd</u> day of <u>September</u>, 2014.

Kenneth W. Bradley, Mayor

item type	Public Hearing	meeting date	September 22, 2014
prepared by department division	Peter Moore Administrative Services Budget	approved by	City ManagerCity AttorneyN A
board approval		yesnoI	N A final vote
strategic objective	Exceptional Quality of Life Intelligent Growth & Developm Investment in Public Assets &	nent Pu	scal Stewardship ublic Health & Safety

subject

Ordinance adopting the fiscal year 2015 budget.

motion | recommendation

Adopt the attached Ordinance setting forth the FY 2015 Budget and Five-year Capital Plan.

background

This is the first of two public hearings on the budget. A summary of the proposed budget is included as Schedule A. This will represent the 7th year that the City Commission has been presented with an annual budget with no change in the property tax rate to pay for city services.

The City Manager presented his proposed budget to the City Commission at the July 14, 2014 City Commission Meeting. The Commission has discussed the budget at subsequent meetings. At the August 28th meeting the Commission made the following changes to the proposed budget:

- a) Pineywood Storage and Office Building: \$200,000 project has been removed pending further review of the Cemetery Trust Fund's financial forecast.
- b) MLK Park Improvements: \$100,000 project has been removed for further review.
- c) Tree Purchases: \$100,000 was added to the Tree Fund to increase planned purchases and plantings of new trees.
- d) Organizational Support Funding: \$257,000 was apportioned:
 - a. Mead Gardens: \$75K
 - b. Historical Society: \$60K
 - c. United Arts: \$15K
 - d. Performing Arts Center: \$100Ke. Winter Park Day Nursery: \$7K

These changes have been incorporated into the proposed budget and are reflected in Schedule A (attached).

The Commission voted 5-0 in favor at the first reading of this ordinance, 9/8/2014.

fiscal impact

The budget is balanced per Statute.

ORDINANCE NO.	
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AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1. 2014 AND ENDING SEPTEMBER 30, 2015 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER UTILITY FUND, FLEET ELECTRIC MAINTENANCE VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND: PROVIDING FOR MODIFICATIONS: PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2013; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2014 and ending September 30, 2015 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

SECTION 2. There are hereby expressly appropriated out of anticipated revenues and funds available for such purposes and not otherwise appropriated, the funds and monies necessary to meet the appropriations set forth in said budget. It is hereby declared that the funds available are those in excess of the amount required by law to be held by the City of Winter Park.

SECTION 3. The budget approved by this ordinance may be reviewed by the City Commission and shall be subject to modification by ordinance if the actual revenues and necessary expenditures are found to differ substantially from the estimates contained in said budget.

SECTION 4. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2014, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2014. The City Manager shall report to the City Commission all such purchase orders.

SECTION 5. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover the unspent portion of project length budgets as of September 30,

2014. The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2014 to fiscal year 2015.

SECTION 6. The City Manager shall have the authority to transfer appropriations from one line item to another line item within a fund budget so long as the total fund appropriations shall not be increased. Appropriation transfers between funds shall require the approval of the City Commission.

SECTION 7. The accompanying five year capital improvement plan is hereby adopted as part of this ordinance and is made a part of the Comprehensive Plan, Data, Inventory and Analysis document replacing and substituting therefore any previous five year capital improvement plan. Funding for the first year of the plan is included in the annual budget. Funding for projects in years two through five is subject to the annual budgets adopted for each of those years.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this <u>22nd</u> day of <u>September</u>, 2014.

	Kenneth W. Bradley, Mayor
Attest:	

Schedule A

		301	leuule	, A
	_	2015 Proposed		2014 Adopted
Revenues:				
Property Taxes	\$	15,329,317	\$	14,680,681
Franchise Fees & Utility Taxes		7,851,250		7,948,400
Licenses & Permits		2,493,500		1,920,000
Intergovernmental		6,738,306		6,298,461
Charges for Services		5,396,450		5,145,450
Fines and Forfeitures		1,300,100		1,294,150
Miscellaneous		621,700		553,907
Transfers from Other Funds		4,906,943		5,051,100
Fund Balance	_	833,284		0
Total Revenues	\$_	45,470,850	\$	42,892,149
Expenditures:				
General Administration	\$	4,630,706	\$	4,355,763
Planning & Development		1,798,041		1,701,407
Public Works		6,788,658		6,652,758
Police		13,418,138		12,888,430
Fire		11,288,494		10,722,233
Parks and Recreation		6,868,157		6,825,380
Organizational Support		1,394,580		1,534,560
Transfers To Other Funds		2,734,620		1,777,474
Non-Departmental		(325,000)		(628,475)
Reimbursements from Other Funds		(3,625,544)		(3,487,381)
Contingency Reserve	_	500,000		550,000
Total Expenditures	\$_	45,470,850	\$	42,892,149
Excess of Revenues Over	_	_		_
(Under) Expenditures	\$_	0	\$	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Designations Trust Fund Summary

	_	2015 Proposed		2014 Adopted
Revenues:				
Miscellaneous		150,000		75,000
Transfers from other funds		282,000		0
Fund Balance	\$_	0	\$_	100,000
Total Revenues	\$	432,000	\$	175,000
Expenditures:				
Transfers to other funds		75,000		75,000
Organizational Support		257,000		0
Parks & Recreation	\$_	100,000	\$_	100,000
Total Expenditures	\$_	432,000	\$_	175,000
Excess of Revenues Over (Under) Expenditures	\$ <u></u>	0	\$_	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Stormwater Utility Fund Summary

	_	2015 Proposed	 2014 Adopted
Revenues:			
Licenses	\$	48,000	\$ 47,000
Charges for Services		2,341,221	2,395,000
Intergovernmental		10,000	55,000
Miscellaneous		45,000	30,201
Transfers From Other Funds		0	0
Fund Balance		0	 0
Total Revenues	\$	2,444,221	\$ 2,527,201
Expenditures:			
Operations	\$	2,444,221	\$ 2,457,295
Reimbursements to Other Funds		0	65,000
Contingency		0	4,906
Total Expenditures	\$	2,444,221	\$ 2,527,201
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Community Redevelopment (CRA) Fund Summary

	_	2015 Proposed	 2014 Adopted
Revenues:			
Property Taxes	\$	2,417,394	\$ 2,130,437
Charges for Services		225,000	195,000
Miscellaneous		50,000	70,000
Fund Balance	_	0	 0
Total Revenues	\$	2,692,394	\$ 2,395,437
Expenditures:			
Operating Expenses	\$	640,250	\$ 536,600
Capital Projects		225,000	245,000
Debt Service		1,498,378	1,486,425
Organizational Support		15,000	13,000
Reimbursements To Other Funds		45,905	25,000
Transfers To Other Funds		3,993	22,934
Contingency Reserve	_	263,868	 66,478
Total Expenditures	\$	2,692,394	\$ 2,395,437
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Police Grant Fund Summary

	_	2015 Proposed		2014 Adopted
Revenues:				
Intergovernmental	\$_	902,380	\$_	850,497
Total Revenues	\$	902,380	\$	850,497
Expenditures:				
Police	\$_	902,380	\$_	850,497
Total Expenditures	\$_	902,380	\$_	850,497
Excess of Revenues Over (Under) Expenditures	\$_	0	\$ <u></u>	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Federal Forfeiture Fund Summary

	_	2015 Proposed	_	2014 Adopted
Revenues:				
Fund Balance	\$	77,730	\$_	0
Total Revenues	\$	77,730	\$	0
Expenditures:				
Transfers to other funds	\$	77,730	\$_	0
Total Expenditures	\$	77,730	\$_	0
Excess of Revenues Over (Under) Expenditures	\$	0	\$_	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Debt Service Fund Summary

		2015 Proposed	 2014 Adopted
Revenues:			
Property Taxes	\$	1,201,521	\$ 1,205,245
Special Assessments		164,000	181,000
Transfers From Other Funds		909,786	929,408
Fund Balance		35,635	 0
Total Revenues	\$_	2,310,942	\$ 2,315,653
Expenditures:			
Debt Service	\$_	2,310,942	\$ 2,315,653
Total Expenditures	\$_	2,310,942	\$ 2,315,653
Excess of Revenues Over (Under) Expenditures	\$_	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Water and Sewer Fund Summary

	_	2015 Proposed		2014 Adopted
Revenues:				
Utility Fee	\$	28,246,739	\$	27,807,607
Miscellaneous		185,100		178,600
Fund Balance	_	4,568,338		0
Total Revenues	\$_	33,000,177	\$	27,986,207
Expenditures:				
Operations	\$	15,926,624	\$	15,775,306
Debt Service		5,869,813		5,885,863
Capital Projects		6,091,218		2,005,000
Reimbursements to Other Funds		2,187,363		2,226,438
Transfers to Other Funds		2,710,699		2,093,600
Contingency Reserve	_	214,460		0
Total Expenditures	\$_	33,000,177	\$	27,986,207
Excess of Revenues Over (Under) Expenditures	\$ <u>_</u>	0	\$ <u></u>	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Electric Utility Fund Summary

	_	2015 Proposed	 2014 Adopted
Revenues:			
Utility Fee	\$	47,020,104	\$ 46,905,780
Miscellaneous		35,000	25,593
Transfers from Other Funds		0	0
Fund Balance		450,000	450,000
Total Revenues	\$	47,505,104	\$ 47,381,373
Expenditures:			
Operations	\$	2,764,786	\$ 2,541,305
Bulk Power Costs		31,544,243	32,377,297
Debt Service		4,545,334	4,859,378
Capital Projects		4,239,400	3,825,000
Transfers to Other Funds		2,862,204	2,687,500
Reimbursements to Other Funds		1,386,390	1,090,893
Storm and Working Capital Reserves		0	0
Contingency Reserve	_	162,747	0
Total Expenditures	\$	47,505,104	\$ 47,381,373
Excess of Revenues Over (Under) Expenditures	\$ <u></u>	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Fleet Maintenance Fund Summary

	_	2015 Proposed	_	2014 Adopted
Revenues:				
Charges for Services	\$	1,397,023	\$	1,382,330
Miscellaneous		0		0
Fund Balance		0	_	2,140
Total Revenues	\$	1,397,023	\$_	1,384,470
Expenditures:				
Operations	\$	1,391,137	\$	1,358,470
Reimbursements to Other Funds		5,886		26,000
Contingency Reserve	_	0		0
Total Expenditures	\$_	1,397,023	\$_	1,384,470
Excess of Revenues Over (Under) Expenditures	\$ <u></u>	0	\$ <u></u>	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Vehicle/Equipment Replacement Fund Summary

	_	2015 Proposed	 2014 Adopted
Revenues:			
Vehicle/Equipment Rentals	\$	1,511,676	\$ 1,525,102
Debt Proceeds		0	0
Miscellaneous		0	0
Fund Balance		0	 168,434
Total Revenues	\$_	1,511,676	\$ 1,693,536
Expenditures:			
Operations	\$	6,000	\$ 226,443
Vehicle and Equipment Acquisitions		1,294,000	1,301,159
Debt Service		0	4,452
Reimbursements to Other Funds		0	11,482
Transfers to Other Funds		0	150,000
Contingency Reserve	_	211,676	 0
Total Expenditures	\$_	1,511,676	\$ 1,693,536
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Employee Insurance Fund Summary

	 2015 Proposed	_	2014 Adopted
Revenues:			
Charges To Departments	\$ 5,328,630	\$	4,812,280
Charges To Employees	1,620,916		1,423,664
Miscellaneous	559,201		567,980
Fund Balance	 0		31,462
Total Revenues	\$ 7,508,747	\$_	6,835,386
Expenditures:			
Insurance Costs	\$ 7,508,747	\$	6,806,818
Reimbursements to Other Funds	0		28,568
Contingency Reserve	 0		0
Total Expenditures	\$ 7,508,747	\$_	6,835,386
Excess of Revenues Over (Under) Expenditures	\$ 0	\$ <u></u>	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 General Insurance Fund Summary

	 2015 Proposed	_	2014 Adopted
Revenues:			
Charges To Departments	\$ 2,157,424	\$	2,120,458
Miscellaneous	5,000		5,000
Fund Balance	 12,592		6,629
Total Revenues	\$ 2,175,016	\$	2,132,087
Expenditures:			
Insurance Costs	\$ 2,175,016	\$	2,119,087
Reimbursements to Other Funds	0		13,000
Transfers to Other Funds	0		0
Contingency	 0	_	0
Total Expenditures	\$ 2,175,016	\$	2,132,087
Excess of Revenues Over (Under) Expenditures	\$ 0	\$	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Cemetery Fund Summary

	_	2015 Proposed	_	2014 Adopted
Revenues:				
Lot Sales	\$	272,500	\$	223,500
Miscellaneous		10,000		7,500
Fund Balance	_	0	_	0
Total Revenues	\$_	282,500	\$_	231,000
Expenditures:				
Transfers To Other Funds	\$	239,714	\$	230,000
Reimbursements to Other Funds		0		1,000
Contingency Reserve	_	42,786	_	0
Total Expenditures	_	282,500	_	231,000
Excess of Revenues Over (Under) Expenditures	\$_	0	\$_	0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 General Capital Projects Fund Summary

	_	2015 Proposed	 2014 Adopted
Revenues:			
Transfers From Other Funds	\$	2,623,754	\$ 1,056,000
Intergovernmental Revenues		0	0
Debt Proceeds		0	0
Fund Balance		0	 0
Total Revenues	\$	2,623,754	\$ 1,056,000
Expenditures:			
Capital Projects	\$	2,623,754	\$ 1,056,000
Contingency Reserve		0	 0
Total Expenditures	\$	2,623,754	\$ 1,056,000
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0

City of Winter Park, Florida Annual Budget for Fiscal Year 2015 Stormwater Capital Projects Fund Summary

	_	2015 Proposed	 2014 Adopted
Revenues:			
Stormwater Utility Fees	\$	668,523	\$ 650,000
Intergovernmental		0	0
Fund Balance	_	0	 0
Total Revenues	\$_	668,523	\$ 650,000
Expenditures:			
Capital Projects	\$	650,000	\$ 650,000
Transfers to other funds		18,523	0
Contingency Reserve	_	0	 0
Total Expenditures	\$_	668,523	\$ 650,000
Excess of Revenues Over (Under) Expenditures	\$	0	\$ 0